

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

In re Zillow Group, Inc.  
Securities Litigation

No. 2:17-cv-01387-JCC

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

If you purchased Zillow Group, Inc. (“Zillow” or the “Company”) publicly-traded securities<sup>1</sup> (“Zillow Securities”) during the period from November 17, 2014 through August 8, 2017, both dates inclusive (“Class Period”), you could get a payment from a proposed class action settlement (“Settlement”).

*Under law, a federal court has authorized this Notice. This is not attorney advertising.*

- If approved by the Court, the Settlement will provide \$15,000,000 (“Settlement Amount”), plus interest as it accrues, minus attorneys’ fees, costs, administrative expenses, and net of any taxes on interest, to pay claims of investors who purchased Zillow Securities during the Class Period.
- The approximate recovery, after deduction of attorneys’ fees and expenses approved by the Court, is an average of \$.361 per affected security. This estimate is based on the assumptions set forth in the following two paragraphs. Your actual recovery, if any, will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold Zillow Securities, the purchase and sale prices, and the total number and amount of claims filed.
- Attorneys for Class Representatives (“Class Counsel”) intend to ask the Court to award them fees of up to one third of the Settlement Amount, or \$5,000,000, reimbursement of litigation expenses of no more than \$1,500,000, and an award to Class Representatives not to exceed \$15,000 each, or \$45,000 total (“Fee and Expense Application”). Collectively, the attorneys’ fees and expenses and award to Class Representatives are estimated to average \$.135 per affected security. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The Settlement represents an estimated average recovery of \$.226 per affected security for the approximately 128 million affected securities during the Class Period, comprising 33,700,000 of Class A Common Stock, 94,100,000 of Class C Common Stock, and 460,000 of Convertible Notes. Securities may have been traded more than once during the Class Period. This estimate solely reflects the average recovery per affected security. The indicated average recovery per security will be the total average recovery for all purchasers of that security. This is not an estimate of the actual recovery per security you should expect. Your actual recovery will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold Zillow Securities, and the total number of claims filed.
- The Settlement resolves the above-captioned Action (defined below) against Zillow and individual defendants Spencer M. Rascoff and Kathleen Philips (“Defendants”). Class Representatives alleged in the Action that Defendants violated the federal securities laws by making misrepresentations and/or omissions of material fact in various filings with the U.S. Securities and Exchange Commission or in other public statements to investors. Defendants have denied and continue to deny each and every claim and contention alleged in the Action and deny any misconduct or wrongdoing whatsoever, including by any of Zillow’s officers, directors, or employees, and deny that the Class Representatives and the Class have suffered any loss attributable to Defendants’ actions.
- The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action.

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<sup>1</sup> Zillow’s publicly traded securities include Class A common stock, Class C common stock and 2% Convertible Senior Notes due 2021.

- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this Notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM NO LATER THAN JULY 11, 2023</b>	The only way to get a payment.
<b>OBJECT NO LATER THAN JULY 18, 2023</b>	Write to the Court and explain why you object to the Settlement.
<b>GO TO A HEARING ON AUGUST 8, 2023</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

### INQUIRIES

**Please do not contact the Court regarding this Notice.** All inquiries concerning this Notice, the Proof of Claim and Release Form, or any other questions by Class Members should be directed to:

Zillow Group, Inc. Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: 866-274-4004 Fax: 610-565-7985 info@strategicclaims.net	OR	Laurence M. Rosen <b>THE ROSEN LAW FIRM, P.A.</b> 275 Madison Avenue, 40 <sup>th</sup> Floor New York, NY 10016 Tel: 212-686-1060 Fax: 212-202-3827 Email: info@rosenlegal.com
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### DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation of Settlement, dated March 31, 2023 (“Stipulation”).

### COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

**1. Why did I get this Notice?**

The Court authorized that this Notice be sent to you because you or someone in your family may have purchased Zillow Securities between November 17, 2014 and August 8, 2017, both dates inclusive.

**2. What is this lawsuit about?**

The case is known as *In re Zillow Group, Inc. Securities Litigation*, Case No. 2:17-cv-01387-JCC (W.D. Wash.) (“Action”). The Action is pending in the United States District Court for the Western District of Washington.

The Action involves Class Representatives’ allegations that Defendants violated the federal securities laws by making false or misleading statements in Zillow’s filings with the U.S. Securities and Exchange Commission or other public statements to investors. The Complaint asserts that the alleged misstatements or omissions artificially inflated the price of Zillow Securities, and that the price dropped in response to certain subsequent disclosures. Defendants have denied and continue to deny the allegations in the Complaint and all charges of wrongdoing or liability against Zillow or any of its officers, directors, or employees. The Settlement shall in no event be construed as, or deemed to be

evidence of, an admission or concession by any of the Defendants with respect to any claim or any fault or wrongdoing or damage to the Class Members or any other person. The Settlement resolves all of the claims in the Action, as well as certain other claims or potential claims.

**3. Why is this a class action?**

In a class action, one or more persons and/or entities, called plaintiffs or class representatives, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who excluded themselves from the class pursuant to the Court's Orders dated October 28, 2020 and January 14, 2021.

**4. Why is there a Settlement?**

Class Representatives and Defendants do not agree regarding the merits of Class Representatives' allegations and Defendants' defenses with respect to liability or the amount of damages per security, if any, that would be recoverable if Class Representatives were to prevail at trial on each claim. The issues on which Class Representatives and Defendants disagree include: (1) whether Defendants made any statements or omissions that were materially false or misleading or otherwise actionable under federal securities law; (2) whether certain Defendants acted with scienter; (3) to the extent any statements or omissions were materially false or misleading, whether any subsequent disclosures corrected any prior false or misleading statements or omissions by Defendants; (4) the causes of the loss in the value of the Zillow Securities; and (5) the amount of damages, if any, that could be recovered at trial.

This matter has not gone to trial. Instead, Class Representatives and Defendants have agreed to settle the case. Class Representatives and Class Counsel believe the Settlement is best for all Class Members because of the risks associated with continued litigation and the nature of the defenses Defendants would raise. Among the reasons that Class Representatives and Class Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they will prevail on Defendants' anticipated motions for summary judgment, whether they would be able to prove their claims at trial, and whether they will be able to prove that the alleged misstatements and omissions actually caused the Class any damages, and the amount of damages, if any.

Even if Class Representatives were to win at trial, and also prevail on any on appeal brought by Defendants, Class Representatives might not be able to collect some, or all, of any judgment the class would be awarded. Moreover, litigation of this type is usually expensive, and it appears that, even if Class Representatives' allegations were eventually found to be true, the total amount of damages to which Class Members would be entitled could be substantially reduced.

**5. How do I know if I am part of the Class?**

The Class consists of those Persons who purchased Zillow Securities from November 17, 2014 through August 8, 2017, both dates inclusive.

**6. Are there exceptions to being included in the Class?**

Yes. Excluded from the Class are: Defendants; the present and former officers, directors, and affiliates of Zillow at all relevant times; members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are persons who filed valid and timely requests for exclusion from the Class pursuant to the Court's Orders dated October 28, 2020 and January 14, 2021.

**7. I am still not sure whether I am included.**

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004 or by facsimile at (610) 565-7985, visit the website [www.strategicclaims.net/Zillow](http://www.strategicclaims.net/Zillow), or fill out and return the Proof of Claim and Release Form described in Question 9, to see if you qualify.

**8. What does the Settlement provide?**

**a. What is the Settlement Fund?**

The proposed Settlement provides that Defendants pay \$15,000,000 into a Settlement Fund in exchange for the Settlement and Releases described in the Stipulation. The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay attorneys' fees and reasonable litigation expenses to Class Counsel and any Award to the Class Representatives. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing this Notice and the costs of publishing notice. After the foregoing deductions from the Settlement Fund have been made, the amount remaining ("Net Settlement Fund") will be distributed according to the Plan of Allocation to be approved by the Court to Class Members who submit timely, valid Proofs of Claim.

**b. What can you expect to receive under the proposed Settlement?**

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Zillow Securities; (iii) the prices of your purchases and sales; (iv) the amount of Administrative Costs, including the costs of notice; and (v) the amounts awarded by the Court to Class Counsel and Class Representatives pursuant to the Fee and Expense Application.

The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each Class Member's valid "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Class Members with valid claims.

The Net Settlement Fund will be distributed to Class Members who submit a Proof of Claim and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Stipulation or by order of the Court under the below Plan of Allocation ("Authorized Claimants"), which reflects Class Representatives' contention that because of the alleged misrepresentations made by Defendants, the prices of Zillow Securities allegedly were artificially inflated during the relevant period and that certain subsequent disclosures allegedly caused changes in the inflated price of Zillow Securities. Defendants have denied these allegations.

**PROPOSED PLAN OF ALLOCATION**

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator's website: [www.strategicclaims.net/Zillow](http://www.strategicclaims.net/Zillow).

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss and subject to the provisions in the preceding paragraph. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants and subject to the provisions in the preceding paragraph (*i.e.*, "*pro rata* share"). No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. Six months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund shall be donated to a non-profit charitable organization(s) selected by Class Counsel.

#### **THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:**

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on their Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. Recognized Losses will be calculated as follows:

For Authorized Claimants who have Recognized Losses for more than one type of Zillow Security pursuant to the subsections below, their total Recognized Loss will be the aggregate of their Recognized Losses for each type of security.

- (I) **Recognized Loss for the Company's Class A Common Stock (Symbol: ZG) Purchased During the Class Period will be calculated as follows:**
- (A) For shares purchased during the Class Period and sold during the Class Period, the Recognized Loss per share will be zero.
  - (B) For shares purchased during the Class Period and sold on August 9, 2017, the Recognized Loss per share will be the *lesser* of: (1) the inflation per share of \$4.17; or (2) the purchase price per share minus the sales price per share.
  - (C) For shares purchased during the Class Period and sold during the period August 10, 2017 through November 7, 2017, inclusive, the Recognized Loss will be the *lesser* of: (1) \$5.92 per share; or (2) the difference between the purchase price per share and the average closing price as of date of sale provided in Table A below.
  - (D) For shares purchased during the Class Period and retained as of the close of trading on November 7, 2017, the Recognized Loss will be the *lesser* of: (1) \$5.92 per share; or (2) the purchase price per share minus the 90-day lookback price of \$40.17<sup>2</sup> per share.

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<sup>2</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or

Table A								
Date	Closing Price	Average Closing Price	Date	Closing Price	Average Closing Price	Date	Closing Price	Average Closing Price
8/10/2017	\$40.25	\$40.25	9/11/2017	\$39.30	\$39.44	10/10/2017	\$41.60	\$39.83
8/11/2017	\$40.71	\$40.48	9/12/2017	\$40.62	\$39.49	10/11/2017	\$41.25	\$39.86
8/14/2017	\$41.31	\$40.76	9/13/2017	\$38.91	\$39.47	10/12/2017	\$41.43	\$39.90
8/15/2017	\$40.79	\$40.77	9/14/2017	\$39.87	\$39.49	10/13/2017	\$41.44	\$39.93
8/16/2017	\$40.62	\$40.74	9/15/2017	\$40.15	\$39.51	10/16/2017	\$41.10	\$39.96
8/17/2017	\$39.22	\$40.48	9/18/2017	\$40.58	\$39.55	10/17/2017	\$41.51	\$39.99
8/18/2017	\$38.88	\$40.25	9/19/2017	\$39.86	\$39.56	10/18/2017	\$40.92	\$40.01
8/21/2017	\$38.81	\$40.07	9/20/2017	\$40.15	\$39.58	10/19/2017	\$40.92	\$40.03
8/22/2017	\$38.41	\$39.89	9/21/2017	\$39.86	\$39.59	10/20/2017	\$41.10	\$40.05
8/23/2017	\$38.61	\$39.76	9/22/2017	\$38.93	\$39.57	10/23/2017	\$40.75	\$40.06
8/24/2017	\$38.81	\$39.67	9/25/2017	\$38.91	\$39.55	10/24/2017	\$40.99	\$40.08
8/25/2017	\$38.30	\$39.56	9/26/2017	\$38.75	\$39.52	10/25/2017	\$40.35	\$40.08
8/28/2017	\$38.56	\$39.48	9/27/2017	\$38.92	\$39.51	10/26/2017	\$41.20	\$40.10
8/29/2017	\$39.70	\$39.50	9/28/2017	\$39.43	\$39.50	10/27/2017	\$41.02	\$40.12
8/30/2017	\$39.78	\$39.52	9/29/2017	\$40.15	\$39.52	10/30/2017	\$40.77	\$40.13
8/31/2017	\$39.92	\$39.54	10/2/2017	\$40.56	\$39.55	10/31/2017	\$41.31	\$40.15
9/1/2017	\$39.95	\$39.57	10/3/2017	\$40.83	\$39.58	11/1/2017	\$40.53	\$40.16
9/5/2017	\$39.37	\$39.56	10/4/2017	\$41.65	\$39.64	11/2/2017	\$39.67	\$40.15
9/6/2017	\$39.08	\$39.53	10/5/2017	\$41.47	\$39.68	11/3/2017	\$40.62	\$40.16
9/7/2017	\$39.21	\$39.51	10/6/2017	\$41.89	\$39.74	11/6/2017	\$40.97	\$40.17
9/8/2017	\$38.14	\$39.45	10/9/2017	\$41.95	\$39.79	11/7/2017	\$40.22	\$40.17

**(II) Recognized Loss for the Company’s Class C Common Stock (Symbol: Z) Purchased During the Class Period will be calculated as follows:**

- (A) For shares purchased during the Class Period and sold during the Class Period, the Recognized Loss per share will be zero.
- (B) For shares purchased during the Class Period and sold on August 9, 2017, the Recognized Loss per share will be the *lesser* of: (1) the inflation per share of \$4.15; or (2) the purchase price per share minus the sales price per share.
- (C) For shares purchased during the Class Period and sold during the period August 10, 2017 through November 7, 2017, inclusive, the Recognized Loss will be the *lesser* of: (1) \$5.83 per share; or (2) the difference between the purchase price per share and the average closing price as of date of sale provided in Table B below.
- (D) For Shares purchased during the Class Period and retained as of the close of trading on November 7, 2017, the Recognized Loss will be the *lesser* of: (1) \$5.83 per share; or (2) the purchase price per share minus the 90-day lookback price of \$40.18 per share.

received, as appropriate, by the plaintiff for the subject security and mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated.” \$40.17 per share was the mean (average) daily closing trading price of the Company’s Class A common stock during the 90-day period beginning on August 10, 2017 through and including November 7, 2017.

Table B								
<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
8/10/2017	\$40.50	\$40.50	9/11/2017	\$39.11	\$39.25	10/10/2017	\$41.87	\$39.81
8/11/2017	\$40.97	\$40.74	9/12/2017	\$40.61	\$39.31	10/11/2017	\$41.41	\$39.85
8/14/2017	\$41.58	\$41.02	9/13/2017	\$39.05	\$39.30	10/12/2017	\$41.71	\$39.89
8/15/2017	\$40.85	\$40.98	9/14/2017	\$40.00	\$39.33	10/13/2017	\$41.55	\$39.93
8/16/2017	\$40.51	\$40.88	9/15/2017	\$40.34	\$39.37	10/16/2017	\$41.14	\$39.95
8/17/2017	\$38.99	\$40.57	9/18/2017	\$40.77	\$39.42	10/17/2017	\$41.62	\$39.99
8/18/2017	\$38.64	\$40.29	9/19/2017	\$40.02	\$39.44	10/18/2017	\$41.02	\$40.01
8/21/2017	\$38.62	\$40.08	9/20/2017	\$40.28	\$39.47	10/19/2017	\$41.19	\$40.03
8/22/2017	\$38.20	\$39.87	9/21/2017	\$39.92	\$39.48	10/20/2017	\$41.25	\$40.06
8/23/2017	\$38.32	\$39.72	9/22/2017	\$39.10	\$39.47	10/23/2017	\$40.93	\$40.07
8/24/2017	\$38.48	\$39.61	9/25/2017	\$39.11	\$39.46	10/24/2017	\$41.10	\$40.09
8/25/2017	\$37.92	\$39.46	9/26/2017	\$39.02	\$39.45	10/25/2017	\$40.60	\$40.10
8/28/2017	\$38.21	\$39.37	9/27/2017	\$39.18	\$39.44	10/26/2017	\$41.43	\$40.13
8/29/2017	\$39.44	\$39.37	9/28/2017	\$39.62	\$39.44	10/27/2017	\$41.14	\$40.14
8/30/2017	\$39.40	\$39.38	9/29/2017	\$40.21	\$39.46	10/30/2017	\$40.88	\$40.16
8/31/2017	\$39.62	\$39.39	10/2/2017	\$40.60	\$39.50	10/31/2017	\$41.28	\$40.18
9/1/2017	\$39.67	\$39.41	10/3/2017	\$40.95	\$39.53	11/1/2017	\$40.30	\$40.18
9/5/2017	\$39.04	\$39.39	10/4/2017	\$41.91	\$39.59	11/2/2017	\$39.51	\$40.17
9/6/2017	\$38.80	\$39.36	10/5/2017	\$41.69	\$39.65	11/3/2017	\$40.48	\$40.17
9/7/2017	\$38.84	\$39.33	10/6/2017	\$42.12	\$39.71	11/6/2017	\$40.82	\$40.18
9/8/2017	\$37.80	\$39.26	10/9/2017	\$42.13	\$39.77	11/7/2017	\$39.97	\$40.18

**(III) Recognized Loss for the Company’s 2% Convertible Senior Notes due 2021 (“Convertible Notes”) Purchased During the Class Period will be calculated as follows:**

- (A) For Convertible Notes purchased during the Class Period and sold during the Class Period, the Recognized Loss per note will be zero.
- (B) For Convertible Notes purchased during the Class Period and sold on August 9, 2017, the Recognized Loss per note will be the *lesser* of: (1) the inflation per note of \$3.56; or (2) the purchase price per note minus the sales price per note.
- (C) For Convertible Notes purchased during the Class Period and sold during the period August 10, 2017 through November 7, 2017, inclusive, the Recognized Loss will be the *lesser* of: (1) \$7.45 per note; or (2) the difference between the purchase price per note and the average closing price as of date of sale provided in Table C below.
- (D) For Convertible Notes purchased during the Class Period and retained as of the close of trading on November 7, 2017, the Recognized Loss will be the *lesser* of: (1) \$7.45 per note; or (2) the purchase price per note minus the 90-day lookback price of \$108.23 per note.

Table C										
<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>		<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>		<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
8/10/2017	\$106.51	\$106.51		9/14/2017	\$107.75	\$107.24		10/11/2017	\$109.57	\$107.89
8/11/2017	\$108.87	\$107.69		9/15/2017	\$107.98	\$107.28		10/12/2017	\$109.88	\$107.95
8/14/2017	\$109.18	\$108.19		9/18/2017	\$108.73	\$107.35		10/16/2017	\$110.00	\$108.01
8/15/2017	\$109.12	\$108.42		9/20/2017	\$108.39	\$107.41		10/17/2017	\$109.94	\$108.06
8/16/2017	\$108.11	\$108.36		9/21/2017	\$108.18	\$107.44		10/18/2017	\$109.09	\$108.09
8/18/2017	\$105.75	\$107.92		9/22/2017	\$107.65	\$107.45		10/20/2017	\$109.50	\$108.12
8/22/2017	\$105.80	\$107.62		9/25/2017	\$107.00	\$107.43		10/23/2017	\$109.18	\$108.15
8/23/2017	\$106.19	\$107.44		9/26/2017	\$107.30	\$107.43		10/24/2017	\$109.35	\$108.18
8/24/2017	\$106.36	\$107.32		9/28/2017	\$107.38	\$107.42		10/25/2017	\$108.25	\$108.18
8/29/2017	\$106.96	\$107.28		9/29/2017	\$108.26	\$107.46		10/26/2017	\$108.94	\$108.20
9/1/2017	\$107.50	\$107.30		10/2/2017	\$107.99	\$107.48		10/31/2017	\$108.81	\$108.22
9/7/2017	\$107.02	\$107.28		10/3/2017	\$108.45	\$107.51		11/3/2017	\$108.00	\$108.21
9/8/2017	\$106.17	\$107.19		10/4/2017	\$109.09	\$107.57		11/6/2017	\$109.44	\$108.24
9/11/2017	\$106.95	\$107.18		10/6/2017	\$110.30	\$107.66		11/7/2017	\$107.85	\$108.23
9/12/2017	\$108.25	\$107.25		10/9/2017	\$110.82	\$107.76				
9/13/2017	\$106.52	\$107.20		10/10/2017	\$110.25	\$107.84				

For purposes of calculating your Recognized Loss, the date of purchase or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of the Company shares shall not be deemed a purchase or sale of shares for the calculation of an Authorized Claimant’s Recognized Loss. The covering purchase of a short sale is not an eligible purchase.

For purposes of calculating your Recognized Loss, all purchases and sales shall be matched on a First In First Out (“FIFO”) basis in chronological order. Therefore, on the Proof of Claim enclosed with this Notice, you must provide all your purchases of the Company Securities during the period November 17, 2014 through and including November 7, 2017. The maximum amount of the Net Settlement Fund allocated to the Recognized Losses of the 2% Convertible Senior Notes due 2021 will be 3% .

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Defendants, Defendants’ Counsel, Class Representatives, Class Counsel or the Claims Administrator or other agent designated by Class Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant’s Proof of Claim. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Settlement Amount shall be released and discharged from any and all claims arising out of such involvement, and all Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.



**9. How can I get a payment?**

To qualify for a payment, you must send in a form entitled “Proof of Claim and Release Form.” This form is attached to this Notice. You may also obtain this form on the Settlement website at [www.strategicclaims.net/Zillow](http://www.strategicclaims.net/Zillow). Read the instructions carefully, fill out the form, sign it in the location indicated. The Proof of Claim and Release Form may be completed in two ways: (1) by completing and submitting it electronically at [www.strategicclaims.net/Zillow](http://www.strategicclaims.net/Zillow) by 11:59 p.m. EST on July 11, 2023; or (2) by mailing the claim form together with all documentation requested in the form, postmarked no later than July 11, 2023, to the Claims Administrator at:

Zillow Group, Inc. Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063  
Fax: 610-565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

**10. What am I giving up to get a payment or stay in the Class?**

You will remain a member of the Class and will be bound by the release of claims against the Defendants and other Released Parties, as described in the Stipulation, if the Settlement is approved. That means you and all other Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against the Defendants and other Released Parties any and all claims which arise out of, are based upon or relate in any way to the purchase of Zillow Securities during the Class Period. It means that all of the Court’s orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as the sole compensation for any alleged losses you suffered in the purchase or sale of Zillow Securities during the Class Period. The specific terms of the release are included in the Stipulation.

**11. Do I have a lawyer in this case?**

The Court appointed The Rosen Law Firm, P.A. as Class Counsel, to represent you and the other Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for The Rosen Law Firm, P.A. is provided above.

**12. How will the lawyers be paid?**

Class Counsel have expended considerable time litigating this action on a contingent fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys’ fees or reimbursed for their expenses in advance of this Settlement. Class Counsel have done so with the expectation that, if they are successful in recovering money for the Class, they will receive attorneys’ fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel will not receive attorneys’ fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Class Counsel will file a motion (the “Fee and Expense Application”) asking the Court at the Settlement Hearing to make an award of attorneys’ fees in an amount not to exceed \$5,000,000 of the Settlement, or for reimbursement of reasonable litigation expenses not to exceed \$1,500,000, and an Award to Class Representatives in an amount not to exceed

\$15,000 each, or \$45,000 total. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

**13. How do I tell the Court that I object to the Settlement?**

You can tell the Court you do not agree with the Settlement, any part of the Settlement, the Plan of Allocation, the Fee and Expense Application, and that you think the Court should not approve any or all of the foregoing, by mailing a letter stating that you object to the Settlement in the matter of *In re Zillow Group, Inc. Securities Litigation*, Case No. 2:17-cv-01387 (W.D. Wash.). Be sure to include (1) your name, address, and telephone number, and email (if any), (2) a list of all purchases and sales of Zillow Securities during the Class Period in order to show membership in the Class, (3) all grounds for the objection, including any legal support known to you or your counsel, (4) the name, address and telephone number of all counsel, if any, who represent you, and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the addresses listed below, to be received no later than July 18, 2023:

<p>Clerk of the Court          United States District Court          Western District of Washington          United States Courthouse          700 Stewart Street, Suite 16229          Seattle, WA 98101-9906</p>	<p><u>CLASS COUNSEL:</u>          THE ROSEN LAW FIRM, P.A.          Laurence M. Rosen          275 Madison Avenue, 40<sup>th</sup> Floor          New York, NY 10016</p>	<p><u>COUNSEL FOR DEFENDANTS:</u>          MAYER BROWN LLP          Joseph De Simone          1221 Avenue of the Americas          New York, NY 10020</p>
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**14. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Settlement Hearing on August 8, 2023, at 9:00 a.m., at the U.S. District Court, Western District of Washington, United States Courthouse, 700 Stewart Street, Suite 16206, Seattle, WA 98101-9906, or by telephonic or videoconference means as directed by the Court.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide whether to approve the Plan of Allocation and the Fee and Expense Application.

**15. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

**16. What happens if I do nothing at all?**

If you do nothing, you will not receive a payment from the Settlement. However, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Claims (as defined in the Stipulation) ever again.

DATED: APRIL 3, 2023

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BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE WESTERN  
DISTRICT OF WASHINGTON

## PROOF OF CLAIM AND RELEASE FORM

**Deadline for Submission: July 11, 2023**

IF YOU PURCHASED ZILLOW GROUP, INC. (“ZILLOW” OR THE “COMPANY”) PUBLICLY-TRADED SECURITIES<sup>3</sup> DURING THE PERIOD FROM NOVEMBER 17, 2014 THROUGH AUGUST 8, 2017, BOTH DATES INCLUSIVE (“CLASS PERIOD”), YOU ARE A “CLASS MEMBER” AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE SETTLEMENT CLASS ARE DEFENDANTS, THE OFFICERS AND DIRECTORS OF ZILLOW AT ALL RELEVANT TIMES, MEMBERS OF THEIR IMMEDIATE FAMILIES AND THEIR LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS AND ANY ENTITY IN WHICH DEFENDANTS HAVE OR HAD A CONTROLLING INTEREST. ALSO, EXCLUDED ARE THOSE WHO VALIDLY OPTED-OUT OF THE CLASS PURSUANT TO THE COURT’S ORDERS DATED OCTOBER 28, 2020 AND JANUARY 14, 2021.)

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. YOU CAN COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM BY 11:59 P.M. EST ON JULY 11, 2023 AT [WWW.STRATEGICCLAIMS.NET/ZILLOW](http://WWW.STRATEGICCLAIMS.NET/ZILLOW).

IF YOU DO NOT COMPLETE AND SUBMIT AN ELECTRONIC VERSION OF THIS PROOF OF CLAIM, YOU MUST COMPLETE AND SIGN A HARD COPY OF THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN JULY 11, 2023 TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Zillow Group, Inc. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Tel.: 866-274-4004  
Fax: 610-565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

YOUR FAILURE TO SUBMIT YOUR CLAIM BY JULY 11, 2023 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. IF YOU ARE A CLASS MEMBER AND DO NOT SUBMIT A PROPER PROOF OF CLAIM, YOU WILL NOT SHARE IN THE SETTLEMENT, BUT YOU NEVERTHELESS WILL BE BOUND BY THE FINAL JUDGMENT OF THE COURT, INCLUDING THE RELEASES PROVIDED THEREIN.

SUBMISSION OF A PROOF OF CLAIM DOES NOT ASSURE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.

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<sup>3</sup> Zillow’s publicly traded securities include Class A common Stock, Class C common stock and 2% Convertible Senior Notes due 2021.

## CLAIMANT'S STATEMENT

1. I (we) purchased Zillow Group, Inc. ("Zillow" or the "Company") publicly-traded securities during the Class Period. (Do not submit this Proof of Claim if you did not purchase Zillow securities during the Class Period.)
2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Class Member(s) as defined above or am (are) acting for such person(s); that I am (we are) not a Defendant(s) in the Action or anyone excluded from the Class; that I (we) have read and understand the Notice of Proposed Settlement of Class Action ("Notice"); that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund; that I (we) elect to participate in the proposed Settlement; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proof of Claim.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of Zillow securities, and each sale, if any, of the same. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of Zillow securities listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases, the Claims Administrator may condition acceptance of the claim upon the production of additional information, including, where applicable, information concerning transactions in any derivative securities, such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates) of each of the "Released Parties" of all "Released Claims" as those terms are defined in the Stipulation of Settlement, dated March 31 2023 ("Stipulation").
8. Upon the occurrence of the Court's approval of the Settlement, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or

them, and by its, his, her or their parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Released Parties.

9. "Released Parties" has the meaning defined in the Stipulation.
10. "Released Claims" has the meaning defined in the Stipulation.
11. "Unknown Claims" has the meaning defined in the Stipulation.
12. I (we) agree and acknowledge that I (we) may hereafter discover facts in addition to or different from those which I (we) now know or believe to be true with respect to the Released Claims, but I (we) agree and acknowledge that, upon the Effective Date as defined in the Stipulation, I (we) shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. I (we) agree and acknowledge that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.
13. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with the authority to file on behalf of (a) accounts of multiple Persons and/or (b) institutional accounts with large numbers of transactions ("Representative Filers") must submit information regarding their clients' transactions in the approved electronic spreadsheet format, which is available by request to the Claims Administrator at [efile@strategicclaims.net](mailto:efile@strategicclaims.net) or by visiting the website [www.strategicclaims.net/institutional-filers/](http://www.strategicclaims.net/institutional-filers/). One spreadsheet may contain the information for multiple Persons and institutional accounts who constitute distinct legal entities ("Legal Entities"), but all Representative Filers MUST also submit a manually signed Proof of Claim and Release Form, as well as proof of authority to file (see Item 2 of the Claimant's Statement) along with the electronic spreadsheet. The electronic spreadsheet must be properly and completely submitted as stated in the format and it must include the Social Security/Tax Identification Number information. If this the Social Security/Tax Identification Number is not submitted, it could delay the processing of the claim and will be subject to rejection.
14. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim and Release Form hosted at [www.strategicclaims.net/zillow](http://www.strategicclaims.net/zillow). If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim and Release Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at [info@strategicclaims.net](mailto:info@strategicclaims.net) or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Proof of Claim and Release Form.
15. In order to provide accurate claims processing you must provide all transactions in Zillow Securities between November 17, 2014 and November 7, 2017, both dates inclusive.

**I. CLAIMANT INFORMATION**

Beneficial Owner Name		
Record Owner Name		
Address		
City	State	ZIP
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):

**II. SCHEDULE OF TRANSACTIONS IN ZILLOW GROUP, INC. SECURITIES**

**Beginning Holdings:**

A. State the total number of shares of Zillow Group, Inc. (“Zillow”) Securities held at the close of trading on November 16, 2014 (*must be documented*). If none, write “zero” or “0.”

<i>Class A (ZG)</i>
<i>Class C (Z)</i>
<i>2.00% Convertible Senior Notes due 2021</i>

**Purchases:**

B. Separately list each and every purchase of Zillow Securities between November 17, 2014 and November 7, 2017, both dates inclusive, and provide the following information (*must be documented*):

<b>Security Type (Class A/Class C/2% Convertible Senior Notes due 2021)</b>	<b>Trade Date (List Chronologically) (Month/Day/Year)</b>	<b>Number of Securities Purchased</b>	<b>Price per Security</b>	<b>Total Cost (Excluding Commissions, Taxes, and Fees)</b>

**Sales:**

C. Separately list each and every sale of Zillow Securities between November 17, 2014 and November 7, 2017, both dates inclusive, and provide the following information (*must be documented*):

Security Type (Class A/Class C/2% Convertible Senior Notes due 2021)	Trade Date (List Chronologically) (Month/Day/Year)	Number of Securities Sold	Price per Security	Amount Received (Excluding Commissions, Taxes, and Fees)

**Ending Holdings:**

D. State the total number of shares of Zillow Securities held at the close of trading on November 7, 2017 (*must be documented*). If none, write “zero” or “0.”

Class A (ZG)
Class C (Z)
2% Convertible Senior Notes due 2021

**If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.**

**III. SUBSTITUTE FORM W-9**

**Taxpayer Identification Number Certification**

\*Please note that if you are not a U.S. citizen then you must fill out a W-8 form (<https://www.irs.gov/pub/irs-pdf/fw8ben.pdf> or <https://www.irs.gov/pub/irs-pdf/fw8bene.pdf>) and attach it to this Claim Form.

Social Security Number (individuals) / Taxpayer Identification Number (estates, trusts, corporations, etc.): \_\_\_\_\_

Check appropriate box for federal tax classification:

- Individual  
  C Corporation  
  S Corporation  
  Partnership  
  Trust/estate  
  Other \_\_\_\_\_  
 Limited Liability Company - choose tax classification  
  C Corporation  
  S Corporation  
  Partnership

Print your name as it appears on your federal income tax return:

\_\_\_\_\_  
 First Name and Last Name, for Individuals. Entity Name for businesses and trusts.

Under penalties of perjury, I(We) certify that:

- The number shown on this form is my(our) correct taxpayer identification number; **and**
- I am (we are) not subject to backup withholding because: (a) I am (we are) exempt from backup withholding, or (b) I (we) have not been notified by the Internal Revenue Service (IRS) that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding; **and**
- I am (we are) a U.S. citizen or other U.S. person (including a U.S. resident alien).

**Note:** If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

\*If this W-9 form or W-8 form is not submitted with this claim form, we may be required to withhold 30% for non-U.S. citizens under the Foreign Account Tax Compliance Act or 24% for U.S. citizens.



**IV. CERTIFICATION**

I (We) submit this Proof of Claim under the terms of the Stipulation and Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Western District of Washington, with respect to my (our) claim as a Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in this Action. I (We) have not submitted any other claim covering the same purchases or sales of Zillow Securities during the Class Period and know of no other Person having done so on my (our) behalf.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)  
 Check here if proof of authority to file is enclosed.  
(See Item 2 under Claimant’s Statement)

Date: \_\_\_\_\_

**THIS PROOF OF CLAIM AND RELEASE FORM MUST BE SUBMITTED ONLINE AT WWW.STRATEGICCLAIMS.NET/ZILLOW NO LATER THAN 11:59 P.M. ON JULY 11, 2023, OR POSTMARKED NO LATER THAN JULY 11, 2023 AND MUST BE MAILED TO:**

Zillow Group, Inc. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Tel.: 866-274-4004  
Fax: 610-565-7985  
info@strategicclaims.net

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by July 11, 2023 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

Zillow Group, Inc. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
Media, PA 19063

**IMPORTANT LEGAL NOTICE – PLEASE FORWARD**

**REMINDER CHECKLIST**

- Please be sure to sign this Proof of Claim on page 17. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim or any supporting documents.
- If you move or change your address, telephone number or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or to deliver payment to you.