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3
4 IN THE CIRCUIT COURT FOR THE STATE OF OREGON
5 FOR THE COUNTY OF MULTNOMAH

6 IN RE RENTRAK CORPORATION
7 SHAREHOLDERS LITIGATION,

CONSOLIDATED LEAD
Case No. 15cv27429

8 Assigned To Judge Litzenberger

9 JOHN HULME, Individually and on Behalf
10 of All Others Similarly Situated,

Case No. 17cv04984

11 Plaintiff,

ORDER CONSOLIDATING ACTIONS,
CERTIFYING CLASS, PRELIMINARILY
APPROVING SETTLEMENT, AND
PROVIDING FOR NOTICE

12 v.

13 WILLIAM P. LIVEK, DAVID
14 CHEMEROW, BRENT D. ROSENTHAL,
15 DAVID BOYLAN, WILLIAM E. ENGEL,
16 PATRICIA GOTTESMAN, ANNE
MACDONALD, MARTIN B. O'CONNOR,
RALPH R. SHAW, COMSCORE, INC. and
RENTRAK CORPORATION,

17 Defendants.

18 WHEREAS, the parties to the above-captioned actions (the "Actions") entered into a
19 Stipulation of Settlement dated May 12, 2017 (the "Stipulation"), which, together with the
20 Exhibits thereto, sets forth the terms and conditions for the Settlement of claims alleged in the
21 Actions; and the Court having read and considered the Stipulation and the Exhibits thereto; and
22 the parties to the Stipulation having consented to the entry of this Order;

23 NOW, THEREFORE, IT IS HEREBY ORDERED, this 24th day of May 2017, that:

24 1. **Defined Terms.** Except for terms defined herein, the definitions in the Stipulation
25 are adopted and incorporated for purposes of this Order.

1 2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Actions
2 and over all of the Parties and all members of the Class.

3 3. **Consolidation.** For purposes of effectuating the Settlement only, the Court
4 consolidates the Actions. The *In re: Rentrak Corporation Shareholders Litigation* action remains
5 the lead action, and any future filings pertaining to the Settlement need only be made in that
6 action.

7 4. **Substitution.** For purposes of effectuating the Settlement only, the Court grants
8 the motion of Andrew B. Nathan, as Trustee for the Ira S. Nathan Revocable Trust (“Andrew
9 Nathan”), to be substituted for Ira Nathan.

10 5. **Certification of a Settlement Class.** For purposes of effectuating the Settlement
11 only, and pursuant to ORCP 32, the Court certifies a class consisting of all record and beneficial
12 holders of Rentrak Corporation common stock whose Rentrak shares were converted to
13 comScore stock when the Transaction closed, with the exception of Defendants and any person,
14 firm, trust, corporation, or other entity related to or affiliated with any Defendant. As set forth
15 below, eligible Class members may request exclusion from the Class. The Court appoints
16 Andrew Nathan and John Hulme as Class representatives, Block & Leviton LLP and Andrews &
17 Springer LLC as Class Counsel, and Stoll Stoll Berne Lokting & Shlachter P.C. as Liaison
18 Counsel. The Court finds that Andrew Nathan, John Hulme and Class Counsel have fairly
19 protected and adequately represented the interests of the Class and will continue to fairly protect
20 and adequately represent the interests of the Class. The Court finds that the requirements of
21 ORCP 32 are satisfied with respect to the Class.

22 6. **Preliminary Approval of Settlement.** The Court preliminarily finds that the
23 Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of the
24 Settlement to the Class, substantially in the form attached hereto as Exhibit A-1, and scheduling
25 a full hearing to consider the Settlement. Accordingly, preliminary approval of the Settlement is
26 granted.

1 7. **Settlement Fairness Hearing.** A hearing (the “Fairness Hearing”) shall be held
2 before this Court, on September 12, 2017, at 9:00 a.m., for the following purposes: (a) to
3 determine whether the proposed Settlement is fair, reasonable and adequate, and should be
4 approved by the Court; (b) to determine whether the Judgment, substantially in the form attached
5 as Exhibit C to the Stipulation, should be entered; (c) to determine whether the proposed Plan of
6 Allocation should be approved by the Court as fair, reasonable and adequate; (d) to consider
7 Class Counsel’s application for an award of attorneys’ fees and expenses; and (e) to rule upon
8 such other matters as the Court may deem appropriate. All papers in support of the Settlement,
9 the Plan of Allocation, and any application by Class Counsel for attorneys’ fees and expenses
10 shall be served and filed no later than thirty-five (35) calendar days prior to the Fairness Hearing.

11 8. The Court reserves the right to approve the Settlement with or without
12 modification and with or without further notice to the Class. The Court reserves the right to
13 enter the Final Approval Order and Judgment approving the Settlement regardless of whether it
14 has approved the Plan of Allocation, or Class Counsel’s request for an award of attorneys’ fees
15 and expenses. Any order (or lack of order) regarding the Plan of Allocation or any award of
16 attorneys’ fees and expenses shall not affect or delay the Judgment from becoming Final.

17 9. **Approval of Notice.** The Court approves the form, substance and requirements
18 of the Notice of Proposed Settlement of Class Action (the “Notice”) and the Proof of Claim and
19 Release (the “Proof of Claim”), attached hereto as Exhibits A-1 and A-2, respectively. The form
20 and content of the Notice, and the method set forth herein of notifying the Class of the
21 Settlement and its terms and conditions, meet the requirements of Oregon law, including ORCP
22 32 F, and due process, constitute the best notice practicable under the circumstances, and shall
23 constitute due and sufficient notice under the Oregon Rules of Civil Procedure to all persons and
24 entities entitled to notice of the Settlement. All reasonable expenses incurred in notifying Class
25 members, as well as administering the Settlement, shall be paid as set forth in the Stipulation. In
26 the event the Settlement is not approved by the Court at or after the Fairness Hearing, or the

1 Effective Date fails to occur, neither Plaintiffs nor any of their counsel shall have any obligation
2 to repay any amounts actually and properly disbursed for administering the Settlement or
3 providing notice as set forth in the Stipulation, or due and owing from the Settlement Fund as of
4 the date the Settlement is terminated, as provided for in the Stipulation.

5 10. **Retention of Claims Administrator and Manner of Notice.** The Court
6 approves the appointment of Epiq Systems, Inc. as the Claims Administrator to administer the
7 notice procedure and the processing of claims, under the supervision of Lead Counsel, as set
8 forth more fully below:

9 (a) The Claims Administrator shall cause the Notice and the Proof of Claim,
10 substantially in the forms attached hereto as Exhibits A-1 and A-2, respectively, to be mailed, by
11 First-Class Mail, postage prepaid, within fourteen (14) calendar days of entry of this Order (the
12 “Notice Date”), to all Class members, based on contact information for registered Rentrak
13 shareholders as of the closing of the merger of Rentrak with comScore on January 29, 2016,
14 which Rentrak and comScore shall use best efforts to provide, or cause Rentrak’s transfer agent
15 to provide, to the Claims Administrator within seven (7) days after the date of this Order;

16 (b) Not later than fourteen (14) days before the deadline for serving
17 objections, Class Counsel shall file, or cause the Claims Administrator to file, with the Court a
18 declaration showing timely compliance with the foregoing mailing requirements.

19 11. **Nominee Purchasers.** Banks, brokerage firms, institutions, and other nominees
20 that held Rentrak common stock at the closing of the merger of Rentrak with comScore on
21 January 29, 2016 for the beneficial interest of other persons (“Nominees”), must, within ten (10)
22 days of receiving the Notice, either (a) send a copy of the Notice and Proof of Claim by First-
23 Class Mail to all such beneficial owners; or (b) provide a list of the names and addresses of such
24 beneficial owners to the Claims Administrator, pursuant to instructions set forth in the Notice.
25 The Claims Administrator shall make available additional copies of the Notice and Proof of
26 Claim form to any Nominees requesting the same for the purpose of distribution to beneficial

1 owners, or shall send copies of the Notice and Proof of Claim by First-Class Mail to any
2 beneficial owners whose addresses are provided by Nominees.

3 12. **Submission of Proof of Claim Forms.** Class members who wish to participate
4 in the distribution of the Net Settlement Fund must take the following actions and be subject to
5 the following conditions:

6 (a) Within ninety days after the Notice Date, each Person claiming to be a
7 Settlement Payment Recipient shall be required to submit to the Claims Administrator a
8 completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, signed under
9 penalty of perjury.

10 (b) All Class Members who fail to timely submit a Proof of Claim within such
11 period shall be forever barred from receiving any payments pursuant to the Stipulation and the
12 Settlement, but will in all other respects be subject to and bound by the provisions of the
13 Stipulation, the releases contained therein, and all determinations and judgments in the Actions.
14 Notwithstanding the foregoing, Lead Counsel may, in its discretion, accept for processing late
15 submitted claims so long as the distribution of the Net Settlement Fund to Settlement Payment
16 Recipients is not materially delayed, but shall incur no liability for declining to accept a late-
17 submitted claim.

18 (c) As part of the Proof of Claim, each Class member shall submit to the
19 jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of
20 the Settlement) release all Released Claims as provided in the Stipulation.

21 13. **Requests for Exclusion from the Class.** All Class members, regardless of
22 whether they submit a Proof of Claim, shall be bound by all determinations and judgments in the
23 Actions unless they submit a valid request to be excluded from the Class pursuant to ORCP 32
24 F(1). To request exclusion, a Class member must, within forty-five (45) calendar days after the
25 Notice Date, submit a written request for exclusion to the Claims Administrator at Rentrak
26 Corporation Shareholders Litigation, Claims Administrator, P.O. Box 4234, Portland, OR 97208-

1 4234 with copies served on Class Counsel and Defendants' counsel at the addresses provided in
2 the Notice (an "Opt-Out Request"). An Opt-Out Request must provide: (a) an unambiguous
3 request to be excluded from the Class; (b) the Opt-Out Member's full name, address, telephone
4 number, signature, and the number of Rentrak shares beneficially owned by the Opt-Out
5 Member that were converted to comScore stock on the closing of the Transaction; and (c) copies
6 of account statements or other documentary evidence of the number of Rentrak shares
7 beneficially owned by the Opt-Out Member that were converted to comScore stock upon the
8 closing of the Transaction. Defendants may object to, and the Court may reject, requests for
9 exclusion that do not comply with the terms of this Order. Any person or entity who or which
10 timely and validly requests exclusion in compliance with the terms stated in this Order and is
11 excluded from the Class shall not be a Class member, shall not be bound by the terms of the
12 Settlement or any other orders or judgments in the Actions, and shall not be entitled to receive
13 any payment from the Net Settlement Fund as described in the Stipulation and Notice. Any
14 Class member who or which does not timely and validly request exclusion from the Class in the
15 manner stated in this Order: (a) shall be deemed to have waived his, her or its right to be
16 excluded from the Class in these Actions or in any other proceeding; (b) shall be fully and
17 forever barred from requesting exclusion from the Class; (c) shall be bound by the provisions of
18 the Stipulation and all orders and judgments in these Actions, including but not limited to the
19 releases provided therein; and (d) shall be fully and forever barred from commencing,
20 maintaining or prosecuting any of the Released Claims Against Rentrak Parties against the
21 Released Rentrak Parties or the Released Claims Against comScore Parties against the Released
22 comScore Parties.

23 14. **Objections to the Settlement.** Any Class member who has not requested
24 exclusion may appear and show cause why the Settlement should or should not be approved,
25 why the Judgment should or should not be entered, or why Class Counsel's application for an
26 award of attorneys' fees and expenses should not be awarded or should be reduced, provided

1 that, by twenty-one (21) calendar days before the Fairness Hearing, that Class member (the
2 “Objector”) has served on Class Counsel and Defendants’ counsel at the addresses included in
3 the Notice: (i) the Objector’s full name, address, telephone number, signature and proof of his,
4 her or its membership in the Class; (ii) a written statement of the reasons for the objection;
5 (iii) whether the Objector or his, her or its counsel intends to appear at the Fairness Hearing, and
6 if represented by counsel, the name and contact information of such counsel; (iv) copies of any
7 papers, briefs or other matter that the Objector or his, her or its counsel wishes the Court to
8 consider; and (v) a sworn statement by the Objector and his, her, or its counsel that neither the
9 Objector nor his, her, or its counsel will accept any payment or other consideration in exchange
10 for forgoing or withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from
11 a judgment approving the Settlement.

12 15. Any Class member who objects to the Settlement and/or award of fees and
13 expenses to Class Counsel may also request the Court’s permission to speak at the Fairness
14 Hearing by sending a letter by First Class Mail called a “Notice of Intention to Appear at
15 Fairness Hearing in *In re: Rentrak Corporation Shareholders Litigation*, No. 15CV27429,”
16 which should include the same information set forth in paragraph 14, along with a written
17 statement indicating the Class member’s intention to attend and speak at the Fairness Hearing,
18 and must be served on Class Counsel and Defendants’ counsel at the addresses provided in the
19 Notice. Such document must be postmarked by twenty-one (21) days prior to the Fairness
20 Hearing.

21 16. Any Class member who does not make his, her or its objection in the manner
22 provided in this Order shall be deemed to have waived such objection and shall forever be
23 foreclosed from making any objection to the fairness or adequacy of the proposed Settlement or
24 the Stipulation.

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1 17. **Service of Papers.** Class Counsel and Defendants’ counsel shall promptly
2 furnish each other with copies of all objections that come into their possession.

3 18. **Termination of Settlement.** This Order shall become null and void, and shall be
4 without prejudice to the rights of the Parties, all of whom shall be restored to their respective
5 positions as they existed on April 14, 2017, if the Settlement is terminated in accordance with the
6 Stipulation.

7 19. **Stay on Litigating Released Claims.** All proceedings in the Actions, other than
8 such proceedings as may be necessary to carry out the terms and conditions of the Settlement,
9 are hereby stayed until further order of this Court. Pending final determination of whether the
10 Settlement should be approved, the Plaintiffs, all Class members, and each of them, and anyone
11 who acts or purports to act on their behalf, shall not institute, prosecute, continue, maintain or
12 assert, and are hereby barred and enjoined from instituting, prosecuting, continuing, maintaining
13 or asserting, any action in any court or tribunal that asserts any Released Claims Against Rentrak
14 Parties, or any Released Claims Against comScore Parties, and shall not assist any person in
15 instituting, prosecuting, participating, continuing, maintaining or asserting any such claims.

16 20. **Escrow Funds.** All funds held by the Escrow Agent pursuant to the Stipulation
17 shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to
18 the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the
19 Stipulation.

20 21. **Adjournment.** The Court may adjourn or continue the Fairness Hearing without
21 further notice to the Class.

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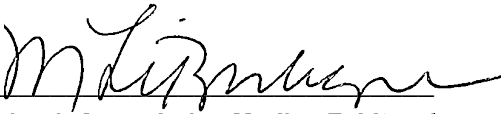
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1 22. **Retention of Jurisdiction.** The Court retains exclusive jurisdiction over the
2 Actions to consider all further matters arising out of or connected with the Settlement. The
3 Court may approve the Settlement, with such modifications as may be agreed by the Parties, if
4 appropriate, without further notice to the Class.
5 Good cause being shown, it is SO ORDERED:

6 ///

7 ///

Signed: 5/24/2017 02:10 PM


Circuit Court Judge Marilyn E. Litzenberger

10 SUBMITTED BY:

11 STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

12

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16

17

-AND-

18

OF COUNSEL:

19

BLOCK & LEVITON LLP

20

Jason M. Leviton (to be admitted *pro hac vice*)
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8 *Liaison Counsel for Putative Class and Proposed Class Counsel*

9 Trial Attorney: Timothy S. DeJong, OSB No. 940662

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UTCR 5.100 CERTIFICATE OF READINESS

In accordance with UTCR 5.100(1) & (2), I hereby certify that the forgoing

PRELIMINARY APPROVAL ORDER: is ready for judicial signature because:

- Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party’s signature on the document being submitted.
- Each party affected by this order or judgment has approved the order or judgment, as shown by each party’s signature on the document being submitted or by written confirmation of approval sent to me.
- I have served a copy of this order or judgment on each party entitled to service and:
 - No objection has been served on me.
 - I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
 - After conferring about objections, [role and name of objecting party] agreed to independently file any remaining objection.
- Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims’ Assistance Section as required by subsection (5) of this rule.
- Other: _____

DATED this 23rd day of May, 2017.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

By: s/ Timothy S. DeJong
Timothy S. Dejong, OSB No. 940662

Liaison Counsel for Putative Class and Proposed Class Counsel

EXHIBIT A-1

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

IN RE RENTRAK CORPORATION
SHAREHOLDERS LITIGATION

CONSOLIDATED LEAD
CASE NO. 15CV27429

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

Assigned to Judge Litzenberger

1 **TO: ALL HOLDERS OF RENTRAK CORPORATION (“RENTRAK”) COMMON**
2 **STOCK WHOSE RENTRAK SHARES WERE EXCHANGED FOR COMMON**
3 **STOCK OF COMSCORE, INC. (“COMSCORE”) UPON THE CLOSING OF THE**
4 **MERGER BETWEEN RENTRAK AND COMSCORE ON JANUARY 29, 2016**
5 **(THE “TRANSACTION”).**

6 **THIS NOTICE WAS AUTHORIZED BY THE CIRCUIT COURT FOR**
7 **THE STATE OF OREGON FOR THE COUNTY OF MULTNOMAH. IT**
8 **IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE**
9 **CAREFULLY AND IN ITS ENTIRETY.**

10 **I. PURPOSE OF THE NOTICE**

11 This Notice is provided pursuant to an order issued by the Circuit Court for the State of
12 Oregon for the County of Multnomah (the “Court”). This Notice serves to inform you of the
13 proposed settlement (the “Settlement”) of the above-captioned consolidated class action lawsuit
14 (the “Action”) and a hearing to be held by the Court (the “Fairness Hearing”) on _____,
15 2017 at _____, to consider whether to: (1) approve the Settlement of the Action for
16 \$19,000,000 in cash to be paid to the Class (defined herein) as fair, reasonable and adequate;
17 (2) enter judgment dismissing with prejudice, extinguishing or otherwise releasing the Actions
18 and all Released Claims (defined herein); (3) if the Court approves the Settlement, determine
19 whether and in what amount the Court should award Class Counsel attorneys fees’ and reimburse
20 Class Counsel for expenses from the Settlement Fund (defined herein); and (4) consider such
21 other matters as may properly come before the Court.

22 The Court has certified a class consisting of all record and beneficial holders of Rentrak
23 Corporation common stock whose Rentrak shares were converted to comScore stock when the
24 Transaction closed, with the exception of Defendants and any person, firm, trust, corporation, or
25 other entity related to or affiliated with any Defendant. The Court has preliminarily appointed
26 plaintiffs Andrew B. Nathan, as Trustee for the Ira S. Nathan Revocable Trust and John Hulme
(collectively, “Plaintiffs”) as Class representatives and Block & Leviton LLP and Andrews &
Springer LLC (collectively, “Class Counsel”) as attorneys representing the Class, respectively,
for the sole purpose of effectuating the proposed Settlement.

1 This Notice provides information about how to make a claim for payment from the
2 Settlement Fund, object to the proposed Settlement, or request exclusion from the Class.

3 This Notice is not an expression of any opinion by the Court as to the merits of the claims
4 or defenses asserted in the Action.

5 **II. IF YOU HELD RENTRAK COMMON STOCK FOR THE BENEFIT OF**
6 **ANOTHER, YOU MUST PROMPTLY TRANSMIT THIS DOCUMENT TO THE**
7 **BENEFICIAL OWNER**

8 If you held Rentrak common stock at the January 29, 2016 closing of the merger between
9 comScore and Rentrak as a nominee for a beneficial owner, then, within ten days after you
10 receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such
11 beneficial owners; or (2) provide a list of the names and addresses of such persons to the Claims
12 Administrator:

13 Rentrak Corporation Shareholders Litigation
14 Claims Administrator
15 P.O. Box 4234
16 Portland, OR 97208-4234
<http://www.RentrakCorporationShareholdersLitigation.com>

17 If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the
18 Claims Administrator (without cost to you) as many additional copies of these documents as you
19 will need to complete the mailing.

20 Regardless of whether you choose to complete the mailing yourself or elect to have the
21 mailing performed for you, you may obtain, upon submission of appropriate documentation to
22 the Claims Administrator, reimbursement for reasonable administrative costs actually incurred in
23 connection with forwarding the Notice and that would not have been incurred but for the
24 obligation to forward the Notice.

1 **III. BACKGROUND OF THE ACTION**

2 On September 29, 2015, Rentrak and comScore announced the Transaction: an all-stock
3 merger between the companies in which each share of Rentrak would be exchanged for 1.15
4 shares of comScore.

5 On October 9, 2015, Andrew Nathan’s predecessor trustee and father, Ira S. Nathan (“Ira
6 Nathan”), filed a class action complaint with the Court on behalf of the Class challenging the
7 Transaction. Three other similar lawsuits were filed shortly thereafter, all in Multnomah County,
8 Oregon.

9 On December 10, 2015, the Court consolidated the four cases pending before it into the
10 consolidated action, appointed Ira Nathan as lead plaintiff, and Block & Leviton LLP as lead
11 counsel. The Court designated Ira Nathan’s complaint as the operative complaint, which asserted
12 claims against Rentrak, its Board of Directors and its CEO and CFO for alleged breaches of
13 fiduciary duty (the “Rentrak Defendants”).

14 Between December 2015 and June 2016, Defendants produced documents to plaintiff Ira
15 Nathan.

16 On January 28, 2016, Rentrak shareholders voted to approve the merger with comScore.
17 The results were as follows: 12,456,454 shares voted to approve the merger (97.8% of total
18 shares outstanding); 12,693 shares voted against the merger (0.0% of total shares outstanding),
19 and 265,178 shares abstained (2.1% of total shares outstanding).

20 On January 29, 2016, the merger between comScore and Rentrak closed.

21 On March 7, 2016, comScore filed a Form 8-K with the SEC, which stated that “on
22 February 19, 2016, the Audit Committee of comScore’s Board of Directors received a message
23 regarding certain potential accounting matters,” and that comScore was “delaying the filing of its
24 Annual Report on Form 10-K for the year ended December 31, 2015.”

25 The Court stayed discovery between June 2016 and October 1, 2016.
26

1 On July 21, 2016, Ira Nathan filed the Second Amended Class Action Complaint, adding
2 a claim against comScore for aiding and abetting the Rentrak Defendants’ alleged breaches of
3 fiduciary duty and a claim against comScore and Rentrak for equitable relief.

4 On August 26, 2016, comScore and the Rentrak Defendants filed motions to dismiss the
5 Second Amended Class Action Complaint, which the parties briefed.

6 On September 28, 2016, the Court heard argument on Defendants’ motions to dismiss.

7 On October 1, 2016, the discovery stay expired.

8 Between the expiration of the discovery stay on October 1, 2016 and the parties’
9 agreement-in-principle on April 14, 2017, Plaintiffs engaged in significant discovery, obtaining
10 extensive document productions from all Defendants as well as multiple non-parties. Ultimately,
11 Plaintiffs reviewed approximately 320,000 pages of documents and took multiple depositions of
12 Rentrak’s corporate designees.

13 On January 16, 2017, Ira Nathan died.

14 On January 23, 2017, Defendants filed a joint motion to dismiss for lack of jurisdiction,
15 which the parties briefed.

16 On February 6, 2017, Hulme filed a Class Action Complaint in the Circuit Court of the
17 State of Oregon for the County of Multnomah asserting claims on behalf of the Class against
18 Defendants in the matter captioned *Hulme v. Livek, et al.*, No. 17CV04984 (the “*Hulme v. Livek*
19 *Action*”). Also on February 6, 2017, Andrew Nathan and Hulme filed a motion for substitution,
20 consolidation, and appointment as class representatives, which the parties briefed. The motion
21 asked that Andrew Nathan be substituted for Ira Nathan, that the *Hulme* action be consolidated
22 with the *In re: Rentrak* Action, and that the Court certify the Class with Andrew Nathan and
23 Hulme as class representatives.

24 On March 3, 2017, the Court held a hearing on the pending motions and took the motions
25 under advisement.

26

1 On or about March 15, 2017 the parties began discussions regarding postponing
2 depositions until May 1, 2017 and scheduling a mediation prior thereto. Ultimately, the parties
3 agreed to schedule a mediation with the Hon. Layn R. Phillips, a retired United States District
4 Court judge on April 14, 2017, and to postpone depositions until May 1, 2017.

5 On March 24, 2017, the Court entered an Order Regarding Defendant comScore's
6 Motion to Dismiss Second Amended Complaint, granting comScore's motion to dismiss for
7 failure to allege ultimate facts, with leave to amend.

8 On April 14, 2017, the Parties, including certain insurers of Defendants, attended a
9 mediation session with Judge Phillips. During the course of an all-day mediation, the parties
10 negotiated in good-faith, at arm's-length in an attempt to settle the litigation. The mediation was
11 unsuccessful, but the Parties continued to negotiate a potential resolution throughout the
12 weekend.

13 On April 17, 2017, as a result of post-mediation communications conducted through
14 Judge Phillips, the Parties reached an agreement-in-principle to settle the litigation. That same
15 day, the Parties informed the Court of their agreement. The Parties executed a term sheet on
16 April 20, 2017 and, thereafter, negotiated the complete terms of the Settlement.

17 On _____, for purposes of this Settlement only, the Court consolidated the *Hulme v.*
18 *Livek* Action into the Action, certified the Class for settlement purposes only, and granted
19 preliminary approval of the Settlement, ordering this Notice to be mailed to potential members of
20 the Class.

21 The Court has not ruled as to whether Defendants are liable to Plaintiffs or to the Class.
22 This Notice is not an expression of any opinion by the Court with respect to the truth of the
23 allegations in the Action or the merits of the claims or defenses asserted. This Notice is solely to
24 advise you of the proposed Settlement of the Action and your rights in connection with the
25 Settlement.

1 **IV. MONETARY VALUE OF THE PROPOSED SETTLEMENT**

2 The Settlement, if approved, will result in the creation of a cash settlement fund of
3 \$19,000,000 (the “Settlement Amount”). The Settlement Amount, plus accrued interest (the
4 “Settlement Fund”) and minus the costs of this Notice and all costs associated with the
5 administration of the Settlement, as well as any attorneys’ fees and expense award to Class
6 Counsel that is approved by the Court (the “Net Settlement Fund”), will be distributed to Class
7 members who submit valid and timely Proof of Claim forms (“Settlement Payment Recipients”)
8 pursuant to the Plan of Allocation that is described in the next section of this Notice.

9 **V. PLAN OF ALLOCATION**

10 Your share of the Net Settlement Fund will depend on how many shares of Rentrak
11 common stock you held at the time of the closing of the Transaction, your sales of comScore
12 stock, if any, after the Transaction closed, and the total number of valid Proofs of Claim that
13 Class members send in.

14 Distributions will be made to Settlement Payment Recipients after all claims have been
15 processed, the Court has finally approved the Settlement, and claims asserted against the Rentrak
16 Defendants by Class members in a related action have been dismissed with prejudice.

17 The Net Settlement Fund will be disbursed by the Claims Administrator to the Settlement
18 Payment Recipients and will be allocated amongst the Settlement Payment Recipients as follows.
19 Any distribution will require a \$7.50 minimum.

20 The Claims Administrator shall determine each Settlement Payment Recipient’s *pro rata*
21 share of the Net Settlement Fund based upon each Settlement Payment Recipient’s “Recognized
22 Claim.” The Recognized Claim formula is not intended to be an estimate of the amount that a
23 Class member might have been able to recover after a trial; nor is it an estimate of the amount
24 that will be paid to Settlement Payment Recipients pursuant to the Settlement. The Recognized
25 Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated
26 to the Settlement Payment Recipients.

1 CALCULATION OF RECOGNIZED LOSS AMOUNTS

2 Based on the formula stated below, a “Recognized Loss Amount” will be calculated for
3 each share of comScore common stock acquired in the Transaction on January 29, 2016 in
4 exchange for Rentrak common stock that is listed on the Proof of Claim and Release Form and
5 for which adequate documentation is provided. If a Recognized Loss Amount calculates to a
6 negative number under the formula below, that Recognized Loss Amount will be zero.

7 For each share of comScore common stock acquired in the Transaction on January 29,
8 2016 in exchange for Rentrak common stock, and:

9 (a) Sold during the period from January 29, 2016 through and including the close of
10 trading on February 6, 2017, the Recognized Loss Amount will be:

11 (i) \$63.52 per share (representing the “standalone” value for Rentrak based
12 on the discounted cash flow analysis performed by Goldman Sachs as part
13 of its fairness opinion for the Transaction) minus

14 (ii) the sale price of comScore common stock multiplied by the 1.15 exchange
15 ratio from the Transaction; and

16 (b) Held as of the close of trading on February 6, 2017, the Recognized Loss Amount
17 will be:

18 (i) \$63.52 per share minus

19 (ii) comScore’s closing stock price on February 6, 2017 of \$23.22 per share
20 multiplied by the 1.15 exchange ratio.

21 ADDITIONAL PROVISIONS

22 Ineligible Shares: Shares of comScore common stock purchased before or after the
23 Transaction are not part of this Settlement.

24 FIFO Matching: If a Class member has more than one purchase or sale of comScore
25 common stock, purchases and sales will be matched on a first-in, first-out (“FIFO”) basis. Post-
26 Transaction sales of comScore common stock will be matched first against any pre-Transaction

1 purchases, and then against purchases/acquisitions in chronological order, beginning with the
2 earliest purchase/acquisition. Shares of comScore common stock acquired in the Transaction in
3 exchange for Rentrak common stock are deemed to have been acquired after the market closed
4 on January 29, 2016 at a price of \$63.52 per share. Purchases and sales of comScore common
5 stock will be deemed to have occurred on the “trade” date as opposed to the “settlement” date.

6 Short Sales: Under the Plan of Allocation, the Recognized Loss Amount on “short sales”
7 is zero. For matching purposes, the date of covering a “short sale” is deemed to be the date of
8 purchase of comScore common stock. The date of a “short sale” is deemed to be the date of sale
9 of comScore common stock.

10 Options: Option contracts are not securities eligible to participate in the Settlement. For
11 matching purposes, with respect to shares of comScore common stock sold through the
12 assignment or exercise of an option, the sale date of comScore common stock is the assignment
13 or exercise date of the option and the sale price of comScore common stock is the greater of: (i)
14 the exercise price of the option; or (ii) the closing stock price on the exercise date.

15 Calculation of Settlement Payment Recipient’s “Recognized Claim”: A Settlement
16 Payment Recipient’s “Recognized Claim” under the Plan of Allocation will be the sum of his,
17 her, or its Recognized Loss Amounts.

18 Determination of Distribution Amount: The Net Settlement Fund will be distributed to
19 Settlement Payment Recipients on a pro rata basis based on the relative size of their Recognized
20 Claims. Specifically, a “Distribution Amount” will be calculated for each Settlement Payment
21 Recipient, which will be the Settlement Payment Recipient’s Recognized Claim divided by the
22 total Recognized Claims of all Settlement Payment Recipients, multiplied by the total amount in
23 the Net Settlement Fund. If any Settlement Payment Recipient’s Distribution Amount calculates
24 to less than \$7.50, it will not be included in the calculation and no distribution will be made to
25 that Settlement Payment Recipient.

26

1 If there is any balance remaining in the Net Settlement Fund after six months from the
2 initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds,
3 uncashed checks or otherwise), Class Counsel shall, if feasible, reallocate such balance among
4 Settlement Payment Recipients in an equitable fashion. These redistributions shall be repeated
5 until the balance remaining in the Net Settlement Fund is no longer feasible to distribute to Class
6 members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated
7 to legal aid service providers in Oregon.

8 Class members who do not submit acceptable Proofs of Claim will not share in the
9 Settlement proceeds. However, the Settlement and the final Judgment releasing certain claims
10 against the Defendants and other released parties (as defined below) and dismissing the Action
11 with prejudice will nevertheless bind all Class members who do not request exclusion.

12 Please contact the Claims Administrator if you disagree with any determinations made by
13 the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the
14 determinations, you have the right to have your Proof of Claim reviewed by the Court, which
15 retains jurisdiction over all Class members and the claims administration process. To exercise
16 this right, you must, within twenty (20) days after the Claims Administrator mailed the notice
17 rejecting your claim, send by First Class Mail to the Claims Administrator a notice and statement
18 of reasons (1) indicating your grounds for contesting the rejection along with any supporting
19 documentation, and (2) requesting a review thereof by the Court. If a dispute concerning a claim
20 cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the
21 Court.

22 Defendants, their respective counsel, and all other Released Rentrak Parties (defined
23 herein) and Released comScore Parties (defined herein) will have no responsibility or liability
24 whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement
25 Fund, the Plan of Allocation or the payment of any claim. Plaintiffs and Class Counsel, likewise,
26

1 will have no liability for their reasonable efforts to execute, administer, and distribute the
2 Settlement.

3 **VI. RELEASES**

4 **A. Definitions**

5 Under the terms of the Settlement:

6 1. Parties

7 The “Class” means all Rentrak shareholders whose Rentrak shares were converted to
8 comScore stock when the Transaction closed with the exception of (a) Defendants and any
9 person, firm, trust, corporation, or other entity related to or affiliated with any Defendant; and
10 (b) any person who would otherwise be a Class member but timely and properly excludes
11 herself, himself, or itself by filing a valid and timely request for exclusion in accordance with the
12 requirements set forth in this Notice.

13 “Class Counsel” means Block & Leviton LLP and Andrews & Springer LLC.

14 “comScore” is comScore, Inc.

15 The “Individual Defendants” are William P. Livek, David Chemerow, Brent D.
16 Rosenthal, Patricia Gottesman, William E. Engel, David Boylan, Anne MacDonald, Martin B.
17 O’Connor and Ralph R. Shaw.

18 “Liaison Counsel” means Stoll Stoll Berne Lokting & Shlachter P.C.

19 The “Plaintiffs” are Ira S. Nathan, Andrew B. Nathan, as Trustee for the Ira S. Nathan
20 Revocable Trust, and John Hulme.

21 “Plaintiffs’ Counsel” means Class Counsel, Liaison Counsel, and counsel for plaintiffs in
22 the Related Rentrak Actions.

23 The “Released Plaintiff Parties” are Plaintiffs, all members of the Class, and Plaintiffs’
24 Counsel.

25 The “Released Rentrak Parties” are the Individual Defendants and Rentrak, including
26 Rentrak’s subsidiaries and affiliates, and each and all of their respective past or present officers,

1 directors, employees, subsidiaries, insurers, co-insurers or reinsurers, attorneys, trustees,
2 executors, heirs, spouses, marital communities, executors, or estates.

3 The “Released comScore Parties” are comScore and its past and present parents,
4 subsidiaries and affiliates, and each and all of their respective past or present officers, directors,
5 employees, subsidiaries, insurers, co-insurers or reinsurers, attorneys, trustees, executors, heirs,
6 spouses, marital communities, executors, or estates.

7 “Rentrak” is Rentrak Corporation.

8 2. Related Actions

9 The “Federal Securities Action” means *Fresno County Employees’ Retirement*
10 *Association, et al. v. comScore, Inc., et al.*, No. 1:16-cv-01820 (S.D.N.Y.), and all actions
11 consolidated therein.

12 The “Federal Derivative Actions” means *Wayne County Employees’ Retirement System v.*
13 *Fulgoni et al.*, No. 1:16-cv-09855 (S.D.N.Y.) and *Donatello v. Fulgoni, et al.*, No. 1-17-cv-
14 01245 (S.D.N.Y.).

15 The “*Hulme v. Livek* Action” means *Hulme v. Livek, et al.*, Case No. 17CV04984
16 (Multnomah County, Oregon).

17 The “Related Rentrak Actions” are *Blum v. Rentrak Corporation, et al.*, No. 15CV27443;
18 *Stein v. Rentrak Corporation, et al.*, No. 15CV27520; and *Sikorski v. Rentrak Corporation, et*
19 *al.*, No. 15CV27932.

20 The “*In re: Rentrak* Action” means *In re: Rentrak Corporation Shareholders Litigation,*
21 *Consolidated Lead Case No. 15CV27429* (Multnomah County, Oregon), and all actions
22 consolidated therein.

23 The “Oregon Section 11 Actions” means *Nathan v. Matta, et al.*, 16-CV-32458
24 (Multnomah County, Oregon) and *Hulme v. Matta, et al.*, 17-CV-11445 (Multnomah County,
25 Oregon).

26 “This Action” means the *In re: Rentrak* Action and the *Hulme v. Livek* Action.

1 The “Virginia Derivative Actions” means *Murphy v. Matta, et al.*, 2016-006874 (Fairfax
2 County, Virginia), *Levy v. Matta, et al.*, 2016-009465 (Fairfax County, Virginia) and *Assad v.*
3 *Fulgoni, et al.*, 2017-005503 (Fairfax County, Virginia).

4 3. Released Claims

5 The “Released Claims Against Rentrak Parties” means any and all claims, demands,
6 disputes, rights, damages, causes of action, or liabilities of any kind, nature, and character
7 whatsoever (including but not limited to any claims for interest, attorneys’ fees, expert or
8 consulting fees, any and all other costs, expenses or liabilities whatsoever), including both
9 known claims and Unknown Claims (defined below), whether based on federal, state, local, or
10 foreign statutory law or common law, or any other law, rule or regulation, whether fixed or
11 contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or
12 unliquidated, whether direct, representative, class or individual in nature (including, but not
13 limited to, any claims arising under federal or state statutory or common law or any other law,
14 rule or regulation, including the law of any jurisdiction outside the United States, and including
15 any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any
16 other provision of the federal or state securities laws and any rule or regulation issued pursuant
17 thereto, or relating to alleged fraud, breach of care, breach of loyalty, breach of fiduciary duty
18 however labeled, misrepresentation or omission, negligence or gross negligence, quasi-appraisal,
19 breach of contract, breach of trust, corporate waste, *ultra vires* acts, unjust enrichment, improper
20 personal benefit, aiding and abetting, or otherwise) that (a) arise from Plaintiffs’ or Class
21 members’ capacity as former Rentrak shareholders; and (b) either (i) arise from or are related to
22 the Transaction or This Action, including but not limited to any claims arising out of or relating
23 to any alleged misrepresentations or omissions of material fact in the Registration Statement; or
24 (ii) are asserted against the Rentrak Defendants in the Federal Securities Action. For avoidance
25 of doubt, the Released Claims Against Rentrak Parties do not include any claim asserted in (a)
26 the Oregon Section 11 Actions, (b) the Federal Derivative Actions, or (c) the Virginia Derivative

1 Actions, against any of the current defendants in those actions or against any of the Released
2 comScore Parties.

3 The “Released Claims Against comScore Parties” means all claims, demands, disputes,
4 damages, cause of action or liabilities of any kind, nature and character whatsoever (including
5 but not limited to any claims for interest, attorneys’ fees, expert or consulting fees, and any and
6 all other costs, expenses or liabilities whatsoever) that (a) arise from Plaintiffs’ or Class
7 members’ capacity as former Rentrak shareholders; (b) are for aiding-and-abetting any alleged
8 breaches of fiduciary duty by the Individual Defendants or aiding and abetting any other claim or
9 cause of action included in the Released Claims Against Rentrak Parties; and (c) arise from or
10 are related to the Transaction or this Action. For avoidance of doubt, the Released Claims
11 Against comScore Parties do not include (a) any claim arising under federal law (whether
12 asserted in state or federal court); (b) any claim asserted in (i) the Oregon Section 11 Actions, (ii)
13 the Federal Derivative Actions, or (iii) the Virginia Derivative Actions against any of the current
14 defendants in those actions or against any of the Released comScore Parties; or (c) any claim
15 based on (i) any open-market purchase of comScore stock, or (ii) any acquisition of comScore
16 stock other than through the exchange of Rentrak stock for comScore stock via the Transaction.

17 The “Released Claims Against Plaintiff Parties” means all claims (including Unknown
18 Claims) arising out of or relating to the institution, prosecution, and resolution of This Action.

19 The “Released Claims” are the Released Claims Against Rentrak Parties, the Released
20 Claims Against comScore Parties, and the Released Claims Against Plaintiff Parties.

21 The “Released Parties” are the Released Plaintiff Parties, the Released Rentrak Parties,
22 and the Released comScore Parties.

23 “Unknown Claims” means (a) any claim that any Released Plaintiff Party does not know
24 or suspect to exist in his, her or its favor at the time of the Effective Date, including claims
25 which, if known by him, her or it, might have affected his, her or its settlement with and release
26 of the Released Rentrak Parties or the Released comScore Parties, or might have affected his, her

1 or its decision(s) with respect to the Settlement; and (b) any claim that any Released Rentrak
2 Party or any Released comScore Party does not know or suspect to exist in his, her or its favor at
3 the time of the Effective Date, including claims which, if known by him, her or it, might have
4 affected his, her or its settlement with and release of the Released Plaintiff Parties, or might have
5 affected his, her or its decision(s) with respect to the Settlement. With respect to any and all
6 Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Released
7 Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly
8 waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542
9 and any law of any state or territory of the United States, or principle of common law or foreign
10 law, which is similar, comparable or equivalent to California Civil Code §1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
12 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
13 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
OR HER SETTLEMENT WITH THE DEBTOR.

14 The Released Parties may hereafter discover facts in addition to or different from those that any
15 of them now know or believe to be true related to the subject matter of the Released Claims, but
16 the Released Parties shall be deemed to have, and by operation of the Judgment shall have, fully,
17 finally, and forever settled and released any and all Released Claims, known or unknown,
18 suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or
19 unmatured, which now exist, may exist, or heretofore have existed, upon any theory of law or
20 equity now existing or coming into existence in the future, including, but not limited to, conduct
21 that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or
22 rule, without regard to the subsequent discovery or existence of such different or additional facts.
23 The Released Parties acknowledge that the inclusion of “Unknown Claims” in the definition of
24 Released Claims was separately bargained for and is a key element of the Settlement.

25

26

1 **B. Releases**

2 Upon entry of the Final Approval Order, Plaintiffs and each Class member, on behalf of
3 themselves and any of their personal representatives, spouses, domestic partners, trustees, heirs,
4 executors, administrators, predecessors, successors, assigns or agents, shall be deemed to have,
5 and by operation of the Judgment shall have irrevocably, absolutely and unconditionally, fully,
6 finally, and forever released, waived, relinquished, discharged and dismissed, with prejudice,
7 each and every one of the Released Claims Against Rentrak Parties against the Released Rentrak
8 Parties, and shall be forever barred and enjoined from instituting, prosecuting, participating,
9 continuing, maintaining or asserting any Released Claims Against Rentrak Parties, or assisting
10 anyone in instituting, prosecuting, participating, continuing, maintaining or asserting any
11 Released Claims Against Rentrak Parties, against any of the Released Rentrak Parties, whether
12 directly or indirectly, whether in the United States or elsewhere, whether on their own behalf or
13 on behalf of any class or any other person, and regardless of whether or not such Class member
14 executes and delivers a Proof of Claim.

15 Upon entry of the Final Approval Order, Plaintiffs and each Class member, on behalf of
16 themselves and any of their personal representatives, spouses, domestic partners, trustees, heirs,
17 executors, administrators, successors or assigns, shall be deemed to have, and by operation of the
18 Judgment shall have, fully, finally, and forever released, relinquished and discharged all
19 Released Claims Against comScore Parties against the Released comScore Parties, and shall be
20 forever barred and enjoined from instituting, prosecuting, participating, continuing, maintaining
21 or asserting any Released Claims Against comScore Parties against the Released comScore
22 Parties, or assisting anyone in instituting, prosecuting, participating, continuing, maintaining or
23 asserting any Released Claims Against comScore Parties against the Released comScore Parties,
24 whether directly or indirectly, whether in the United States or elsewhere, whether on their own
25 behalf or on behalf of any class or any other person, and regardless of whether or not such Class
26 member executes and delivers a Proof of Claim.

1 Upon entry of the Final Approval Order, each of the Released comScore Parties and each
2 of the Released Rentrak Parties shall be deemed to have, and by operation of the Judgment shall
3 have, fully, finally and forever released all Released Plaintiff Parties from all Released Claims
4 Against Plaintiff Parties.

5 **VII. REASONS FOR THE SETTLEMENT**

6 The Court has not reached any decisions regarding the merits of Plaintiffs' claims against
7 Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was
8 reached with the substantial assistance of Judge Layn R. Phillips (Ret.), a former United States
9 District Court judge and a highly experienced mediator of complex class actions. In reaching the
10 Settlement, the Parties have avoided the cost, delay and uncertainty of further litigation.

11 As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did
12 not agree to the Settlement. The Court already dismissed the claims against comScore once,
13 albeit with leave to replead. Even if Plaintiffs succeeded in certifying a class, defeating summary
14 judgment, and prevailing at trial, Defendants would likely file appeals that would postpone final
15 resolution of the case. Continuation of the case against Defendants could result in a judgment
16 greater than the amount of this Settlement. There is a significant risk that Defendants would not
17 have sufficient assets available to satisfy a judgment for the full amount of damages sought.
18 Moreover, continuing the case could result in no recovery at all, or a recovery that is less than the
19 amount of the Settlement.

20 Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to the
21 members of the Class. They have reached this conclusion for several reasons. Specifically, if the
22 Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Class
23 Counsel believe that the significant and immediate benefits of the Settlement, when weighed
24 against the significant risk, delay and uncertainty of continued litigation, are an excellent result for
25 the Class.

26

1 Defendants have denied and continue to deny each and all of the claims and contentions
2 alleged by Plaintiffs in the Action. Defendants expressly deny that they have committed any act
3 or omission giving rise to any liability or violation of law whatsoever. In deciding to settle,
4 Defendants have taken into account the uncertainty and risks inherent in any litigation, especially
5 in complex cases such as this one. Defendants are entering into the Settlement solely to
6 eliminate the uncertainties, burden, risk, expense and disruption of further litigation. The
7 Settlement shall in no event be construed or deemed to be evidence of or and admission or
8 concession on the part of any of the Defendants with respect to any claim, or of any fault or
9 liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the
10 Defendants have asserted or could have asserted in the Action.

11 **VIII. CLASS ACTION DETERMINATION**

12 The Court has ordered that the Class shall be certified for purposes of the Settlement
13 only, pursuant to Rule 32 of the Oregon Rules of Civil Procedure. As set forth below, you have
14 the right to seek exclusion from the Class or to object to the Settlement.

15 **IX. ATTORNEYS' FEES AND EXPENSES**

16 The Court's preliminary approval order appointed the law firms of Block & Leviton LLP
17 and Andrews & Springer LLC as Class Counsel and Stoll Stoll Berne Lokting & Shlachter P.C.
18 as Liaison Counsel to represent the Class. Class Counsel will apply to the Court for payment of
19 attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for
20 their work. If you want to be represented by your own lawyer, you may hire one at your own
21 expense.

22 Class Counsel will file a motion for an award of attorneys' fees and expenses that will be
23 considered at the Fairness Hearing. Class Counsel will apply for an award of up to 33% of the
24 Settlement Fund, or up to \$6,270,000, plus payment of expenses incurred in connection with the
25 litigation of the Action in an amount not to exceed \$300,000, to be paid from the Settlement

26

1 Fund. If awarded, these amounts will be paid out of the Settlement Fund; Class members are not
2 personally liable for any such fees or expenses.

3 The attorneys' fees and expenses requested will be the only payment to Class Counsel for
4 their efforts in achieving this Settlement and for their risk in undertaking this representation on a
5 wholly contingent basis. Class Counsel have committed significant time and expenses in
6 litigating this case for the benefit of the Class. To date, Class Counsel have not been paid for
7 their services in conducting this litigation on behalf of the Plaintiffs and the Class, or for their
8 expenses. The fees requested will compensate Class Counsel for their work in achieving the
9 Settlement. The Court will decide what constitutes a reasonable fee award and may award less
10 than the amount requested by Class Counsel.

11 **X. RIGHT TO REQUEST EXCLUSION OR OBJECT**

12 **A. Class Members May Request Exclusion From The Class**

13 All Class members, regardless of whether they submit a Proof of Claim, shall be bound
14 by all determinations and judgments in the consolidated actions, including the Judgment, unless
15 they request exclusion from the Class. To request exclusion, you must, by _____ [45 days
16 after mailing date] submit a written request for exclusion from the "*In re Rentrak Corporation*
17 *Shareholders Litigation*, No. 15CV27429" (an "Opt-Out Request") to the Claims Administrator
18 at Rentrak Corporation Shareholders Litigation, Claims Administrator, P.O. Box 4234, Portland,
19 OR 97208-4234 with copies served on Class Counsel and Defendants' counsel at the following
20 addresses:

21 Jason M. Leviton
22 Joel A. Fleming
23 **BLOCK & LEVITON LLP**
24 155 Federal Street, Suite 400
Boston, MA 02110
Telephone: 617-398-5600
Facsimile: 617-507-6020

Robert C. Micheletto
JONES DAY
250 Vesey St., 30th Floor
New York, NY 10281-1047
Telephone: 212-326-3690

Counsel for Defendant comScore, Inc.

25 *Counsel for Plaintiffs Andrew B. Nathan,*
26 *Trustee for the Ira S. Nathan Revocable*
Trust, John Hulme, and the Putative Class

1 Peter B. Andrews
2 Craig J. Springer
3 David M. Sborz
4 **ANDREWS & SPRINGER LLC**
5 3801 Kennett Pike
6 Building C, Suite 305
7 Wilmington, DE 19807
8 Telephone: 302-504-4957
9 Facsimile: 302-397-2681

10 *Counsel for Plaintiffs Andrew B. Nathan,*
11 *Trustee for the Ira S. Nathan Revocable*
12 *Trust, John Hulme, and the Putative Class*

Ronald L. Berenstein
PERKINS COIE LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Telephone: 206.359.8000
Facsimile: 206.359.9000

Counsel for Defendants William P. Livek, David
Chemerow, Brent D. Rosenthal, David Boylan,
William E. Engel, Patricia Gottesman, Anne
MacDonald, Martin B. O'Connor, Ralph R.
Shaw and Rentrak Corporation

13 Your Opt-Out Request must provide: (a) an unambiguous request to be excluded from the
14 Class (the phrase “I request to be excluded from the Class in *In re Rentrak Corporation*
15 *Shareholders Litigation*, No. 15CV27429” shall suffice); (b) your full name, address, telephone
16 number, signature, and the number of Rentrak shares beneficially owned by you that were
17 converted to comScore stock on the closing of the Transaction; and (c) copies of account
18 statements or other documentary evidence of the number of Rentrak shares beneficially owned
19 by you that were converted to comScore stock upon the closing of the Transaction. If an Opt-
20 Out Request does not comply with these requirements, it may be rejected by the Court.

21 If you timely and validly request exclusion in compliance with these terms and are
22 excluded from the Class, you shall not be a Class member, shall not be bound by the terms of the
23 Settlement, and shall not be entitled to receive any payment from the Net Settlement Fund as
24 described in this Notice.

25 If you do not timely and validly request exclusion from the Class, you (a) shall have
26 waived your right to be excluded from the Class in this or any other proceeding; (b) shall be fully
and forever barred from requesting exclusion from the Class; (c) shall be bound by the
provisions of the Stipulation and Settlement, including but not limited to the releases provided
for therein, and (d) shall be fully and forever barred from commencing, maintaining or
prosecuting any of the Released Claims Against Rentrak Parties against the Released Rentrak
Parties or the Released Claims Against comScore Parties against the Released comScore Parties.

1 **B. Class Members May Object To The Settlement**

2 If you are a Class member, you may object to the terms of the Settlement. Whether or
3 not you object to the terms of the Settlement, you may also object to the requested attorneys’
4 fees, costs and expenses, and/or the Plan of Allocation. In order for your objection to be
5 considered, you must submit a signed statement to the parties’ counsel, which will be submitted
6 to and filed with the Court, stating that you object to the proposed Settlement in the *In re Rentrak*
7 *Corporation Shareholders Litigation*, No. 15CV27429. You must include your name, address,
8 daytime telephone number, signature, and proof of Class membership, and you must state the
9 reasons for your objection, including any evidence or legal authority you have to support your
10 objection, as well as a sworn statement that neither you nor your counsel, if you are represented,
11 will accept any payment or other consideration in exchange for forgoing or withdrawing an
12 objection, or forgoing, dismissing, or abandoning an appeal from a judgment approving the
13 Settlement.

14 Your objection must be mailed to Class Counsel and each of Defendants’ counsel, whose
15 addresses are listed in Section I.X.A above, by _____ [21 calendar days before Fairness
16 Hearing]. Class counsel will file and submit all objections with the Court.

17 It is not necessary to attend the Fairness Hearing to object to the Settlement. But Class
18 members who have submitted an objection in the manner and time period described in this
19 Notice may be heard, or have an attorney speak on their behalf, at the Fairness Hearing. If you
20 or your attorney plan to be heard, you must indicate in your written objection your intention to
21 appear and identify any witnesses or exhibits you intend to introduce. If you plan to have your
22 attorney speak on your behalf, your attorney must, on or before _____, 2017 [21 calendar days
23 before Fairness Hearing], file a Notice of Appearance in this action with the Clerk of the Court
24 and deliver a copy to all counsel listed in Section I.X.A above. Unless otherwise directed by the
25 Court, any Class member who does not make his, her or its objection in the manner provided
26 shall be deemed to have waived all objections to the Settlement and shall be foreclosed from

1 raising (in this proceeding or on any appeal) any objection to the Settlement, and any untimely
2 objections shall be barred.

3 **XI. FAIRNESS HEARING**

4 The Court will hold a Fairness Hearing on _____, 2017, at _:__.m., before the
5 Honorable Marilyn E. Litzenberger at the Circuit Court for the State of Oregon for the County of
6 Multnomah, for the purpose of determining whether to: (1) approve the Settlement of the Action
7 for \$19,000,000 in cash to be paid to the Class as fair, reasonable and adequate; (2) enter
8 judgment dismissing the Released Claims (defined herein) with prejudice and extinguishing and
9 releasing all Released Claims; (3) if the Court approves the Settlement, determine whether and in
10 what amount the Court should award attorneys fees' and reimbursement for expenses from the
11 Settlement Fund to Class Counsel; and (4) consider such other matters as may properly come
12 before the Court.

13 Any Class member may appear at the Fairness Hearing and be heard on any of the
14 foregoing matters; provided, however, that no such person shall be heard unless his, her, or its
15 objection is made in conformity with the requirements set forth in Section X.B above.

16 **XII. SUBMITTING A CLAIM**

17 In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of
18 Claim is enclosed with this Notice. Read the instructions carefully, fill out the Proof of Claim,
19 include all of the required documents, sign it, and mail so that it is **postmarked no later than**
20 _____ **[90 days after the Notice Date]** or submit online **no later than** _____ **[90 days**
21 **after the Notice Date]**. If you do not submit a valid Proof of Claim form with all of the required
22 information, you will not receive a payment from the Net Settlement Fund; however, you will
23 still be bound in all other respects by the Settlement, the Judgment, and the releases contained
24 therein.

25

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1 **XIII. THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

2 The Stipulation may be terminated under several circumstances outlined in it. If the
3 Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

4 **XIV. SCOPE OF THE NOTICE AND GENERAL INQUIRIES**

5 This Notice contains only a summary of the terms of the proposed Settlement. The
6 records in the Action may be examined and copied at any time during regular office hours, and
7 subject to customary copying fees, at the Clerk of the Circuit Court for the State of Oregon for
8 the County of Multnomah, 1021 S.W. Fourth Ave, Portland, OR 97204. In addition, all of the
9 Settlement documents, including the Stipulation, this Notice, the Proof of Claim form and
10 proposed Judgment may be obtained by contacting the Claims Administrator at:

11 Rentrak Corporation Shareholders Litigation
12 Claims Administrator
13 P.O. Box 4234
14 Portland, OR 97208-4234
15 <http://www.RentrakCorporationShareholdersLitigation.com>

16 In addition, you may contact Jason M. Leviton or Joel Fleming of Block & Leviton LLP,
17 155 Federal Street, Suite 400, Boston, MA 02110, 617-398-5600, if you have any questions
18 about the Action or the Settlement.

19 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

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EXHIBIT A-2

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

IN RE RENTRAK CORPORATION
SHAREHOLDERS LITIGATION

CONSOLIDATED LEAD
CASE NO. 15CV27429

PROOF OF CLAIM AND RELEASE

Assigned to Judge Litzenberger

1 **General Instructions**

- 2 • This Proof of Claim and Release form incorporates by reference the definitions in the
3 Notice of Proposed Class Action Settlement (the “Notice”) and, unless defined herein,
4 capitalized words and terms shall have the same meanings as they have in the Notice.
- 5 • To recover as a member of the Class based on your claims in the above-captioned
6 consolidated class action (the “Action”), you must complete this Proof of Claim and
7 Release form. If you fail to submit a properly addressed (as set forth below) Proof of
8 Claim and Release, your claim may be rejected and you may be precluded from any
9 recovery from the Settlement Fund created in connection with the proposed Settlement
10 (defined below) of the Action.
- 11 • Submission of this Proof of Claim and Release, however, does not ensure that you will
12 share in the proceeds of the Settlement (defined below) in the Action.
- 13 • **You must submit your completed and signed Proof of Claim and Release by**
14 _____ **[90 days from mailing], 2017, addressed as follows:**

15 **Rentrak Corporation Shareholders Litigation**
16 **Claims Administrator**
17 **P.O. Box 4234**
18 **Portland, OR 97208-4234**
19 **<http://www.RentrakCorporationShareholdersLitigation.com>**

20 A Proof of Claim and Release form shall be deemed to have been submitted when
21 postmarked, if mailed by First Class, Registered or Certified Mail, postage prepaid or at
22 the time of submission, if submitted online. All other Proof of Claim and Release forms
23 shall be deemed to have been submitted at the time they are received by the Claims
24 Administrator.

25 If you are **NOT** a member of the Class, as defined in the Notice, **DO NOT** submit a
26 Proof of Claim and Release form.

- 27 • If you are a member of the Class, you are bound by the terms of any Order and Final
28 Judgment entered in the Action **whether or not you submit a Proof of Claim and**
29 **Release Form, unless you submit a timely and complete request to be excluded from**
30 **the Class in accordance with the terms of this Notice.**

1 **Claimant Identification**

2 If you held common stock of Rentrak Corporation (“Rentrak”) that was exchanged for stock of
3 comScore, Inc. (“comScore”) in the merger between Rentrak and comScore that closed on
4 January 29, 2016 and held (or hold) the stock certificate(s) in your name, you are the beneficial
5 owner as well as the record owner. If your stock certificate(s) were or are registered in the name
6 of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third
7 party is the record owner.

8 Name of Beneficial Owner (First, Middle, Last) if Beneficial Owner is an individual, joint
9 owner, or IRA account:

10

11 Name of Entity if Beneficial Owner is an entity, e.g., corporation, trustee, estate, etc.:

12

13 Street Address:

14

15 City: State: Zip Code:

16

17 Foreign Province and Postal Code: Country:

18

19 Email Address: Telephone No.:

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21 Account Number / Fund Number (not necessary for individual filers):

22

23 Taxpayer Identification Number for Beneficial Owner(s)

24 Social Security No. (for individuals): Taxpayer Identification No.:

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1 Identify each owner of record (“nominee”) if different from the beneficial owner of Rentrak
2 common stock who forms the basis for this claim. **This claim must be made by the actual
3 beneficial owner or owners, or the legal representative(s) of such owner or owners, of the
4 Rentrak common stock upon which this claim is based.**

5

6 All joint beneficial purchasers must sign this claim. Executors, administrators, guardians,
7 conservators, and trustees must complete and sign this claim on behalf of persons and/or entities
8 represented by them, and documentation of their authority must accompany this claim and their
9 titles or capacities must be stated. The Social Security (or taxpayer identification) number and
10 telephone number of the beneficial owner may be used in verifying the claim. Failure to provide
11 the foregoing information could delay verification of your claim or result in rejection of the
12 claim.

13 Name of Joint Beneficial Owner, if any (First, Middle, Last):

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1 **Claim Form**

- 2 • In the space provided on the following page, supply all required details of (a) the
3 exchange of your Rentrak common stock for comScore common stock and (b) your
4 transaction(s) in comScore common stock after the Transaction closed on January 29,
5 2016. If you need more space, attach separate sheets giving all of the required
6 information in substantially the same form. Sign and print or type your name on each
7 additional sheet.
- 8 • Please provide all of the requested information with respect to **all** of your purchases,
9 acquisitions, and sales of comScore common stock after January 29, 2016 through
10 February 6, 2017, whether such transactions resulted in a profit or loss. Failure to report
11 all such transactions may result in the rejection of your claim.
- 12 • List each transaction separately and in chronological order, by trade date, beginning with
13 the earliest. You must accurately provide the month, day, and year of each transaction
14 you list.
- 15 • You must submit documentation that you held Rentrak common shares that were
16 converted to common shares of comScore as well as of your trading history in comScore
17 common shares after the Transaction closed through February 6, 2017. Acceptable
18 documentation may include: (a) monthly stock brokerage or other investment account
19 statements; (b) trade confirmation slips; (c) a signed letter from your broker on firm
20 letterhead verifying the information you are providing; or (d) other equivalent proof of
21 your transactions. **Do not send originals.** Broker confirmations or other documentation
22 of your transactions should be attached to your claim. Failure to provide this
23 documentation could delay verification or your claim or result in rejection of your claim.
- 24 • The requests are designed to provide the minimum amount of information necessary to
25 process the simplest claims. The Claims Administrator may request additional
26 information as required to efficiently and reliably calculate your losses. In cases where
the Claims Administrator cannot perform the calculation accurately or at a reasonable
cost to the Class with the information provided, the Claims Administrator may condition
acceptance of the claim upon the production of additional information and/or the hiring
of an accounting expert at claimant's cost.

1 Upon the close of the merger between Rentrak and comScore on January 29, 2016, how many
2 shares of comScore common stock did you acquire in exchange for Rentrak common stock? (If
3 none, write "zero" or "0"; if other than zero, this must be documented):

4 _____ shares

5 How many shares of comScore common stock did you hold **before** the Transaction closed (i.e.,
6 shares of comScore stock that you acquired **other** than through the Transaction)?

7 _____ shares

8
9
10 List each individual purchase, acquisition, sale, or disposition of comScore common stock from
11 January 29, 2016 through February 6, 2017, inclusive, as follows:

Purchase (P) or Sale (S)	Date(s) of Purchase / Sale (list chronologically) (Month/Day/Year)	Number of Shares of Common Stock Purchased / Acquired / Sold /Disposed	Price Per Share of Common Stock	Aggregate Cost (including commissions, taxes, and fees) / Amount Received (net of commissions, taxes, and fees)
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

22 How many shares of comScore common stock did you hold as of the open of trading on February
23 7, 2017?

24 _____ shares

26

1 ***Submission to Jurisdiction of Court, Acknowledgements and Releases***

2 **Please review the following submission to jurisdiction and sign below on page __.**

3 I submit this Proof of Claim and Release under the terms of the Stipulation of Settlement
4 dated as of May 12, 2017 (“Stipulation”), and in connection with the settlement (the
5 “Settlement”) of certain claims against William P. Livek, David Chemerow, Brent D. Rosenthal,
6 David Boylan, William E. Engel, Patricia Gottesman, Anne MacDonald, Martin B. O’Connor,
7 Ralph R. Shaw (collectively, the “Individual Defendants”), Rentrak Corporation (“Rentrak,” and
8 collectively, with the Individual Defendants, the “Rentrak Defendants”) and comScore, Inc.
9 (“comScore,” collectively with the Rentrak Defendants, the “Defendants”) contemplated therein.
10 I also submit to the jurisdiction of the Circuit Court of the State of Oregon for the County of
11 Multnomah, with respect to my claim as a Class member and for purposes of enforcing the
12 release set forth herein. I further acknowledge that I am bound by and subject to the terms of any
13 Order and Final Judgment (defined below) that may be entered in the Action. I agree to furnish
14 additional information to Class Counsel and/or the Claims Administrator to support this claim if
15 required to do so. I have not submitted any other claim covering the conversion of my shares of
16 Rentrak common stock to shares of comScore common stock and know of no other person or
17 entity having done so on my behalf.

11 **Please review the following release of claims against Defendants and sign below on page __.**

12 I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and
13 forever settle, release, relinquish and discharge all of the Released Claims Against Rentrak
14 Parties (defined below) against each and all of the Released Rentrak Parties (defined below) and
15 all of the Released Claims Against comScore Parties (defined below) against each and all of the
16 Released comScore Parties (defined below) as contemplated in the Stipulation.

15 The Stipulation contemplates the issuance of an order and final judgment which shall
16 dismiss the Action with prejudice and bar all of the Released Claims Against Rentrak Parties
17 against each and all of the Released Rentrak Parties and all of the Released Claims Against
18 comScore Parties against each and all of the Released comScore Parties.

17 The Stipulation defines those key terms as follows:

18 The “Federal Securities Action” means *Fresno County Employees’ Retirement*
19 *Association, et al. v. comScore, Inc., et al.*, No. 1:16-cv-01820 (S.D.N.Y.), and all actions
20 consolidated therein.

21 The “Federal Derivative Actions” means *Wayne County Employees’ Retirement System v.*
22 *Fulgoni et al.*, No. 1:16-cv-09855 (S.D.N.Y.) and *Donatello v. Fulgoni, et al.*, No. 1-17-cv-
01245 (S.D.N.Y.).

23 The “Oregon Section 11 Actions” means *Nathan v. Matta, et al.*, 16CV32458
24 (Multnomah County, Oregon) and *Hulme v. Matta, et al.*, 17CV11445 (Multnomah County,
25 Oregon).

26 “This Action” means the *In re: Rentrak* Action and the *Hulme v. Livek* Action.

1 The “Virginia Derivative Actions” means *Murphy v. Matta, et al.*, 2016-006874 (Fairfax
2 County, Virginia), *Levy v. Matta, et al.*, 2016-009465 (Fairfax County, Virginia) and *Assad v.*
3 *Fulgoni, et al.*, 2017-005503 (Fairfax County, Virginia).

4 The “Released Rentrak Parties” are the Individual Defendants and Rentrak, including its
5 subsidiaries and affiliates, and each and all of their respective past or present officers, directors,
6 employees, subsidiaries, insurers, co-insurers or reinsurers, attorneys, trustees, executors, heirs,
7 spouses, marital communities, executors, or estates.

8 The “Released comScore Parties” are comScore and its past and present parents,
9 subsidiaries and affiliates, and each and all of their respective past or present officers, directors,
10 employees, subsidiaries, insurers, co-insurers or reinsurers, attorneys, trustees, executors, heirs,
11 spouses, marital communities, executors, or estates.

12 The “Released Claims Against Rentrak Parties” means any and all claims, demands,
13 disputes, rights, damages, causes of action, or liabilities of any kind, nature, and character
14 whatsoever (including but not limited to any claims for interest, attorneys’ fees, expert or
15 consulting fees, any and all other costs, expenses or liabilities whatsoever), including both
16 known claims and Unknown Claims (defined below), whether based on federal, state, local, or
17 foreign statutory law or common law, or any other law, rule or regulation, whether fixed or
18 contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or
19 unliquidated, whether direct, representative, class or individual in nature (including, but not
20 limited to, any claims arising under federal or state statutory or common law or any other law,
21 rule or regulation, including the law of any jurisdiction outside the United States, and including
22 any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any
23 other provision of the federal or state securities laws and any rule or regulation issued pursuant
24 thereto, or relating to alleged fraud, breach of care, breach of loyalty, breach of fiduciary duty
25 however labeled, misrepresentation or omission, negligence or gross negligence, quasi-appraisal,
26 breach of contract, breach of trust, corporate waste, *ultra vires* acts, unjust enrichment, improper
personal benefit, aiding and abetting, or otherwise) that (a) arise from Plaintiffs’ or Class
members’ capacity as former Rentrak shareholders; and (b) either (i) arise from or are related to
the Transaction or This Action, including but not limited to any claims arising out of or relating
to any alleged misrepresentations or omissions of material fact in the Registration Statement; or
(ii) are asserted against the Rentrak Defendants in the Federal Securities Action. For avoidance
of doubt, the Released Claims Against Rentrak Parties do not include any claim asserted in (a)
the Oregon Section 11 Actions, (b) the Federal Derivative Actions, or (c) the Virginia Derivative
Actions, against any of the current defendants in those actions or against any of the Released
comScore Parties.

23 The “Released Claims Against comScore Parties” means all claims, demands, disputes,
24 damages, causes of action or liabilities of any kind, nature and character whatsoever (including
25 but not limited to any claims for interest, attorneys’ fees, expert or consulting fees, and any and
26 all other costs, expenses or liabilities whatsoever) that (a) arise from Plaintiffs’ or Class
members’ capacity as former Rentrak shareholders; (b) are for aiding and abetting alleged
breaches of fiduciary duty by the Individual Defendants or aiding and abetting any other claim or

1 cause of action included in the Released Claims Against Rentrak Parties; and (c) arise from or
2 are related to the Transaction or this Action. For avoidance of doubt, the Released Claims
3 Against comScore Parties do not include (a) any claim arising under federal law (whether
4 asserted in state or federal court); (b) any claim asserted in (i) the Oregon Section 11 Actions, (ii)
5 the Federal Derivative Actions, or (iii) the Virginia Derivative Actions against any of the current
6 defendants in those actions or against any of the Released comScore Parties; or (c) any claim
7 based on (i) any open-market purchase of comScore stock, or (ii) any acquisition of comScore
8 stock other than through the exchange of Rentrak stock for comScore stock via the Transaction.

9 The “Released Claims Against Plaintiff Parties” means all claims, including Unknown
10 Claims, arising out of or relating to the institution, prosecution, or resolution of This Action.

11 The “Released Claims” are the Released Claims Against Rentrak Parties, the Released
12 Claims Against comScore Parties, and the Released Claims Against Plaintiff Parties.

13 The “Released Parties” are the Released Plaintiff Parties, the Released Rentrak Parties,
14 and the Released comScore Parties.

15 “Unknown Claims” means (a) any claim that any Released Plaintiff Party does not know
16 or suspect to exist in his, her or its favor at the time of the Effective Date, including claims
17 which, if known by him, her or it, might have affected his, her or its settlement with and release
18 of the Released Rentrak Parties or the Released comScore Parties, or might have affected his, her
19 or its decision(s) with respect to the Settlement; and (b) any claim that any Released Rentrak
20 Party or any Released comScore Party does not know or suspect to exist in his, her or its favor at
21 the time of the Effective Date, including claims which, if known by him, her or it, might have
22 affected his, her or its settlement with and release of the Released Plaintiff Parties, or might have
23 affected his, her or its decision(s) with respect to the Settlement. With respect to any and all
24 Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Released
25 Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly
26 waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542
and any law of any state or territory of the United States, or principle of common law or foreign
law, which is similar, comparable or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
OR HER SETTLEMENT WITH THE DEBTOR.

The Released Parties may hereafter discover facts in addition to or different from those
that any of them now know or believe to be true related to the subject matter of the Released
Claims, but the Released Parties shall be deemed to have, and by operation of the 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, disclosed or undisclosed,
matured or unmatured, which now exist, may exist, or heretofore have existed, upon any theory

1 of law or equity now existing or coming into existence in the future, including, but not limited to,
2 conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty,
3 law or rule, without regard to the subsequent discovery or existence of such different or
4 additional facts. The Released Parties acknowledge that the inclusion of “Unknown Claims” in
the definition of Released Claims was separately bargained for and is a key element of the
Settlement.

5 This release shall be of no force or effect unless and until the Court approves the
6 Stipulation and it becomes effective on the Effective Date.

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1 **Please review the following representations and sign below.**

2 I (We) hereby warrant and represent that I (we) have not assigned or transferred or
3 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this
4 release or any other part or portion thereof.

5 I (We) hereby warrant and represent that I (we) have included accurate information about
6 my (our) shares of Rentrak common stock that were converted to shares of comScore common
7 stock in connection with the merger between Rentrak and comScore that closed on January 29,
8 2016.

9 I (We) hereby warrant and represent that I (we) have included accurate information about
10 all of my (our) purchases or acquisitions of comScore common stock that occurred after January
11 29, 2016, the number of shares of comScore common stock held before the Transaction closed,
12 and the number of shares of comScore common stock held as of the open of trading on February
13 7, 2017.

14 I declare under the penalty of perjury under the laws of the United States of America that
15 the foregoing information supplied by the undersigned is true and correct.

16 Executed this _____ of _____
17 in
18 _____,
19 _____.
20 (Signature of Claimant)
21 _____
22 (Type or print name of Claimant)
23 _____
24 (Capacity of person signing above, *e.g.*,
25 Beneficial Purchaser(s), Administrator,
26 Executor, Trustee, Custodian, Power of
27 Attorney, etc.)
28 Proof of Authority to File Enclosed?
29 _____ Yes _____ No
30 (See Section __)

31 Executed this _____ of _____
32 in
33 _____,
34 _____.
35 (Signature of Claimant)
36 _____
37 (Type or print name of Claimant)
38 _____
39 (Capacity of person signing above, *e.g.*,
40 Beneficial Purchaser(s), Administrator,
41 Executor, Trustee, Custodian, Power of
42 Attorney, etc.)
43 Proof of Authority to File Enclosed?
44 _____ Yes _____ No
45 (See Section __)

46 **Accurate claims processing takes a significant amount of time.
47 Thank you for your patience.**

1 **Reminder Checklist:**

- 2 1. Please sign the Certification section of the Proof of Claim and Release on Page 11.
- 3 2. If this claim is being made on behalf of joint beneficial claimants, both must sign.
- 4 3. Remember to attach supporting documentation.
- 5 4. Do not send original stock certificates.
- 6 5. Keep a copy of your Proof of Claim and Release form and all documents submitted for
- 7 your records.
- 8 6. If you desire an acknowledgement of receipt of your claim form, please send it Certified
- 9 Mail, Return Receipt Requested.
- 10 7. If you move, please send the Claims Administrator your new address.

11 **THESE FORMS AND YOUR SUPPORTING DOCUMENTATION**

12 **MUST BE SUBMITTED NO LATER THAN _____, 2017.**

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