

1  
2  
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  
9 **STIPULATION OF SETTLEMENT**

10 Assigned to Judge Litzenberger  
11

12  
13 JOHN HULME, Individually and on Behalf of  
14 All Others Similarly Situated,

CASE NO. 17CV04984

15 Plaintiff,

Assigned to Judge Litzenberger

16 v.

17 WILLIAM P. LIVEK, DAVID CHEMEROW,  
18 BRENT D. ROSENTHAL, DAVID BOYLAN,  
19 WILLIAM E. ENGEL, PATRICIA  
20 GOTTESMAN, ANNE MACDONALD,  
21 MARTIN B. O'CONNOR, RALPH R. SHAW,  
COMSCORE, INC. and RENTRAK  
CORPORATION,

22  
23 Defendants.  
24  
25  
26

1 This Stipulation of Settlement dated May 12, 2017 (the “Stipulation”) is made and  
2 entered into by and among the following settling parties: Defendants William P. Livek, David  
3 Chemerow, Brent D. Rosenthal, David Boylan, William E. Engel, Patricia Gottesman, Anne  
4 MacDonald, Martin B. O’Connor, Ralph R. Shaw (collectively, the “Individual Defendants”),  
5 Rentrak Corporation (“Rentrak,” and collectively with the Individual Defendants, the “Rentrak  
6 Defendants”) and comScore, Inc. (“comScore,” and collectively with the Rentrak Defendants,  
7 the “Defendants”) and Plaintiffs Ira S. Nathan (“Ira Nathan”), Andrew B. Nathan, as Trustee for  
8 the Ira S. Nathan Revocable Trust (“Andrew Nathan”), and John Hulme (“Hulme,” collectively  
9 with Ira Nathan and Andrew Nathan, “Plaintiffs” and collectively with Defendants, the  
10 “Parties”), on behalf of themselves and, subject to the Court’s certification of the putative class  
11 defined below (the “Class”), the Class, by and through their respective counsel of record, in the  
12 above-captioned actions (collectively, “This Action”).

### 13 **I. THE LITIGATION**

14 On September 29, 2015, comScore and Rentrak announced an all-stock merger of the two  
15 companies.  
16

17 On October 9, 2015, Ira Nathan filed a Class Action Complaint in the Circuit Court for  
18 the State of Oregon for the County of Multnomah (the “Court”) asserting claims on behalf of the  
19 Class against Rentrak Corporation and Rentrak’s directors David Boylan, William Engel,  
20 Patricia Gottesman, William Livek, Anne MacDonald, Martin O’Connor, Brent Rosenthal and  
21 Ralph Shaw, in the matter captioned *Nathan v. Rentrak Corporation, et al.*, No. 15CV27429 (the  
22 “Nathan Rentrak Action”).  
23

24 On October 22, 2015, Ira Nathan issued document requests to the defendants in the  
25 Nathan Rentrak Action.  
26

1           Also on October 22, 2015, Ira Nathan moved to consolidate the Nathan Rentrak Action  
2 with three related actions: *Blum v. Rentrak Corporation, et al.*, No. 15CV27443; *Stein v. Rentrak*  
3 *Corporation, et al.*, No. 15CV27520; and *Sikorski v. Rentrak Corporation, et al.*, No.  
4 15CV27932 (collectively, the “Related Rentrak Actions”), asking that the Related Rentrak  
5 Actions be consolidated with the Nathan Rentrak Action, that Ira Nathan be appointed as lead  
6 plaintiff, and that Block & Leviton LLP (“Lead Counsel”) be appointed as lead counsel.  
7

8           On October 30, 2015, comScore and Rentrak filed a joint proxy statement/prospectus  
9 with the Securities and Exchange Commission (“SEC”) on Form S-4, which was amended (via  
10 Form S-4/A) on December 7, 2015, and declared effective by the SEC on December 23, 2015  
11 (the “Registration Statement”). The Registration Statement scheduled a meeting of Rentrak  
12 shareholders to vote on the proposed merger on January 28, 2016.  
13

14           On November 19, 2015, Ira Nathan filed his First Amended Class Action Complaint in  
15 the Nathan Rentrak Action, adding David Chemerow as a defendant.

16           On December 15, 2015 and December 21, 2015, the Rentrak Defendants produced to Ira  
17 Nathan confidential documents reflecting the Rentrak Board of Directors’ consideration of the  
18 proposed merger with comScore.

19           On December 16, 2015, the Court entered the Amended Order Consolidating Related  
20 Cases, Appointing Lead Counsel and Lead Plaintiff and Designating Actions As Complex, which  
21 consolidated the Nathan Rentrak Action and the Related Rentrak Actions as *In re: Rentrak*  
22 *Corporation Shareholders Litigation*, Consolidated Lead Case No. 15CV27429 (the “*In re:*  
23 *Rentrak Action*”), appointed Ira Nathan as lead plaintiff and Lead Counsel as lead counsel, and  
24 designated Ira Nathan’s First Amended Class Action Complaint in the Nathan Rentrak Action as  
25 the operative complaint.  
26

1 On December 16, 2015, the Court entered the Stipulated Protective Order for the  
2 Exchange and Production of Confidential Information (the “Protective Order”).

3 On December 29, 2015, Ira Nathan moved to preliminarily enjoin the vote of Rentrak  
4 shareholders to approve the merger with comScore.

5 On January 11, 2016, Ira Nathan moved to compel the production of certain documents  
6 by the Rentrak Defendants.

7 On January 14, 2016, Rentrak filed a Form 8-K with the SEC making certain  
8 supplemental disclosures about the proposed merger with comScore to Rentrak shareholders.  
9 Those supplemental disclosures mooted Ira Nathan’s preliminary injunction motion, and Ira  
10 Nathan withdrew his preliminary injunction motion on January 14, 2016.

11 On January 26, 2016, Ira Nathan withdrew his motion to compel after the Rentrak  
12 Defendants agreed to produce additional documents.

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

17 On January 29, 2016, the merger between comScore and Rentrak closed, and Rentrak  
18 shareholders received 1.15 shares of comScore common stock for each share of Rentrak common  
19 stock that they held.

20 On March 2, 2016, the Rentrak Defendants produced additional confidential documents  
21 to Ira Nathan.

22 On March 7, 2016, comScore filed a Form 8-K with the SEC, which stated that “on  
23 February 19, 2016, the Audit Committee of comScore’s Board of Directors received a message  
24  
25  
26

1 regarding certain potential accounting matters,” and that comScore was “delaying the filing of its  
2 Annual Report on Form 10-K for the year ended December 31, 2015.”

3 On March 10, 2016, Elliot Sommer filed a complaint in the United States District Court  
4 for the Southern District of New York asserting federal securities claims against comScore,  
5 Serge Matta and Melvin Wesley III, captioned *Sommer v. comScore, Inc., et al.*, No. 1:16-cv-  
6 01820 (the “Federal Securities Action”).  
7

8 On March 18, 2016, Ira Nathan filed an unopposed Motion to Continue the Litigation for  
9 Ninety Days for Good Cause Shown Pursuant to Oregon Trial Court Rule 7.020(3)(b) (“Motion  
10 to Continue”), indicating that he intended to seek leave to further amend his complaint and that  
11 the Rentrak Defendants would respond to the further amended complaint. The Court granted the  
12 Motion to Continue on March 21, 2016.  
13

14 On March 23, 2016, the Rentrak Defendants moved to stay discovery pending the  
15 resolution of their forthcoming motion to dismiss, which the parties briefed.

16 On April 6, 2016, Ira Nathan filed a motion to compel production of additional  
17 documents by the Rentrak Defendants, which the parties briefed. Also on April 6, 2016, Ira  
18 Nathan filed a motion for leave to file a Second Amended Complaint which would, among other  
19 things, add a claim against comScore for aiding and abetting the Rentrak Defendants’ alleged  
20 breaches of fiduciary duty and a claim against comScore and Rentrak for equitable relief, which  
21 the parties briefed.  
22

23 On June 3, 2016, the Court held a hearing on the pending motions. It granted the Rentrak  
24 Defendants’ motion to stay discovery, staying discovery until October 1, 2016; denied as moot  
25 Ira Nathan’s motion to compel; and ordered the Parties to meet-and-confer regarding the  
26

1 contents of the Second Amended Complaint so that it could be filed on the public docket. The  
2 Court ordered that comScore could be added as a defendant in the Second Amended Complaint.

3 On July 11, 2016, the Court issued an order permitting Ira Nathan to file a Second  
4 Amended Complaint.

5 On July 21, 2016, Ira Nathan filed the Second Amended Class Action Complaint, adding  
6 a claim against comScore for aiding and abetting the Rentrak Defendants' alleged breaches of  
7 fiduciary duties and a claim against comScore and Rentrak for equitable relief.

8 On August 11, 2016, Ira Nathan filed a motion to adopt a scheduling order, that, *inter*  
9 *alia*, set a trial date in November 2017, which the parties briefed.

10 On August 26, 2016, comScore and the Rentrak Defendants filed motions to dismiss the  
11 Second Amended Class Action Complaint, which the parties briefed. Also on August 26, 2016,  
12 the Rentrak Defendants filed a motion to extend the discovery stay beyond October 1, 2016,  
13 which the parties briefed.

14 On September 28, 2016, the Court heard argument on Defendants' motions to dismiss  
15 and the Rentrak Defendants' motion to extend the discovery stay. The Court denied the Rentrak  
16 Defendants' motion to extend the discovery stay, ordered that trial be set for November 2017,  
17 and took the motions to dismiss under advisement.

18 On October 1, 2016, the discovery stay expired. The Rentrak Defendants began a rolling  
19 production of documents responsive to Ira Nathan's document requests several weeks later.  
20 Between October 28, 2016 and February 24, 2017, the Rentrak Defendants produced to Ira  
21 Nathan approximately 49,000 pages of documents responsive to Ira Nathan's document requests.

22 After the expiration of the discovery stay, Ira Nathan issued non-party subpoenas to, and  
23 received significant document productions in response from, Rentrak's accounting advisor  
24  
25  
26

1 (Grant Thornton LLP), Rentrak’s financial advisor (Goldman Sachs & Co.), comScore’s  
2 financial advisor (J.P. Morgan Securities LLC), and a competing bidder for Rentrak that was  
3 identified in the Registration Statement as “Company B.”

4           On October 3, 2016, Ira Nathan, as Trustee for the Ira S. Nathan Revocable Trust, filed in  
5 the Court a related action captioned *Nathan v. Matta, et al.*, No. 16CV32458 (the “*Nathan v.*  
6 *Matta Action*”), that asserted claims under Section 11 of the Securities Act of 1933 on behalf of  
7 the Class against certain current and former officers and directors of comScore, as well as Ernst  
8 & Young LLP.

9           On October 11, 2016, the Rentrak Defendants issued document requests to Ira Nathan  
10 and the plaintiffs in the Related Rentrak Actions. Ira Nathan subsequently produced documents  
11 responsive to those requests.  
12

13           On October 12, 2016, comScore, Serge Matta and Melvin Wesley III filed, in the Federal  
14 Securities Action, a Motion To Stay Discovery In State Actions, which the parties briefed. That  
15 motion asked the United States District Court for the Southern District of New York to stay all  
16 discovery in the *In re: Rentrak Action* and in the *Nathan v. Matta Action* related to the claims  
17 against comScore, Matta and Wesley in the Federal Securities Action.  
18

19           On October 18, 2016, the lead plaintiffs in the Federal Securities Action amended their  
20 complaint to add a federal securities law claim against the Rentrak Defendants and claims  
21 against all defendants named in the *Nathan v. Matta Action* except Ernst & Young LLP.  
22

23           On October 21, 2016, the Rentrak Defendants filed a Notice of Joinder In Defendants’  
24 Motion To Stay Discovery In State Actions in the Federal Securities Action, which the parties  
25 briefed.  
26

1           On October 27, 2016, the Hon. John J. Koeltl of the United States District Court for the  
2 Southern District of New York denied comScore’s motion to stay discovery, in which the  
3 Rentrak Defendants had joined.

4           On November 2, 2016, comScore responded to Ira Nathan’s October 4, 2016 document  
5 requests to comScore. comScore began a rolling production of documents several weeks later.  
6

7           On November 7, 2016, defendants in the *Nathan v. Matta* Action removed the action to  
8 the United States District Court for the District of Oregon.

9           On November 8, 2016, defendants in the *Nathan v. Matta* Action filed a motion to  
10 transfer the *Nathan v. Matta* Action to the United States District Court for the Southern District  
11 of New York, which the parties briefed.

12           On November 10, 2016, Ira Nathan filed a motion to remand the *Nathan v. Matta* Action,  
13 which the parties briefed.  
14

15           In November and December 2016 and January 2017, Ira Nathan took depositions of  
16 Rentrak’s ORCP 39 C(6) designees.

17           On December 2, 2016, Ira Nathan, as Trustee for the Ira S. Nathan Revocable Trust, filed  
18 a motion for class certification in the *In re: Rentrak* Action, which the parties briefed.

19           On January 5, 2017, Ira Nathan filed a motion for an extension of the briefing schedule  
20 on class certification due to significant health concerns, which the parties briefed. Also on  
21 January 5, 2017, Hulme sent prelitigation demand notices pursuant to ORCP 32 H to Defendants  
22 in the *In re: Rentrak* Action and defendants in the *Nathan v. Matta* Action.  
23

24           On January 16, 2017, Ira Nathan died.

25           On January 23, 2017, Andrew Nathan filed an unopposed motion to substitute for Ira  
26 Nathan in the *Nathan v. Matta* Action. Also on January 23, 2017, Defendants filed a joint



1 motion to dismiss the *In re: Rentrak* Action for lack of subject-matter jurisdiction, which the  
2 parties briefed.

3 On January 31, 2017, the United States District Court for the District of Oregon granted  
4 Andrew Nathan's motion to substitute for Ira Nathan in the *Nathan v. Matta* Action.

5  
6 On February 6, 2017, Hulme filed in the Court a Class Action Complaint asserting claims  
7 on behalf of the Class against Defendants, captioned *Hulme v. Livek, et al.*, No. 17CV04984 (the  
8 "*Hulme v. Livek* Action"). The complaint in the *Hulme v. Livek* Action is substantively identical  
9 to the Second Amended Class Action Complaint in the *In re: Rentrak* Action. Also on February  
10 6, 2017, Andrew Nathan and Hulme filed a Motion for Substitution, Consolidation, and  
11 Appointment as Class Representatives in the *In re: Rentrak* Action and the *Hulme v. Livek*  
12 Action, which the parties briefed. The motion asked that Andrew Nathan, as Trustee for the Ira  
13 S. Nathan Revocable Trust, be substituted for Ira Nathan as lead plaintiff in the *In re: Rentrak*  
14 Action, that the *Hulme v. Livek* Action be consolidated with the *In re: Rentrak* Action, and that  
15 the Court certify the Class with Andrew Nathan and Hulme as Class representatives.

16  
17 On March 3, 2017, the Court held a hearing on the pending motions. The Court took the  
18 motions under advisement and requested supplemental briefing on the issue of pre-litigation  
19 notices under ORCP 32 H, which the Parties subsequently provided.

20  
21 On March 8, 2017, Ira Nathan and Hulme issued deposition notices to each of the  
22 Individual Defendants, as well as several current officers and directors of comScore.

23 On March 10, 2017, the United States District Court for the District of Oregon held a  
24 hearing on the cross motions to remand and to transfer the *Nathan v. Matta* Action. At the  
25 hearing, the Court denied the motion to transfer and took the motion to remand under  
26

1 advisement. Also on March 10, 2017, the Court sent a letter to the Parties stating that “the  
2 *Hulme* [Rentrak Action] is part of the *In re Rentrak* [Action].”

3 On March 13, 2017, Ira Nathan and Hulme served on the Parties notices of deposition  
4 subpoenas to be issued to non-parties, including to former senior officers of comScore, to  
5 Rentrak and comScore’s investment bankers and accountants, and to senior officers at Company  
6 B, which subpoenas were subsequently served on those individuals or entities.  
7

8 On March 14, 2017, the United States District Court for the District of Oregon remanded  
9 the *Nathan v. Matta* Action to the Court.

10 On or about March 15, 2017, the Parties began discussions regarding postponing further  
11 depositions until May 1, 2017 and scheduling a mediation prior to May 1, 2017. Ultimately, the  
12 parties agreed to schedule a mediation with the Hon. Layn R. Phillips, a retired United States  
13 District Court judge, on April 14, 2017 and to postpone any further depositions until May 1,  
14 2017.  
15

16 On March 17, 2017, Hulme filed in the Court a Class Action Complaint asserting claims  
17 under Section 11 of the Securities Act of 1933 on behalf of the Class against the defendants in  
18 the *Nathan v. Matta* Action, captioned *Hulme v. Matta, et al.*, No. 17CV11445 (the “*Hulme v.*  
19 *Matta* Action”).  
20

21 On March 24, 2017, the Court entered an Order Regarding Defendant comScore’s  
22 Motion to Dismiss Second Amended Complaint, granting comScore’s motion to dismiss both  
23 claims against it in the *In re: Rentrak* Action, with leave to amend the aiding and abetting claim.

24 On April 10, 2017, the Parties exchanged mediation statements.

25 On April 14, 2017, the Parties, including Defendants’ insurers, attended a mediation  
26 session with Judge Phillips. During the course of an all-day mediation, the Parties negotiated in

1 good-faith, at arm's-length in an attempt to settle This Action. The mediation was unsuccessful,  
2 but the Parties continued to negotiate throughout the weekend.

3 On April 17, 2017, as a result of post-mediation communications conducted through  
4 Judge Phillips, the parties reached an agreement-in-principle to settle This Action. That same  
5 day, the Parties informed the Court of their agreement.  
6

7 On April 20, 2017, the Parties executed a term sheet and, thereafter, negotiated the  
8 complete terms of the Settlement, which are set forth in this Stipulation.

9 **II. PLAINTIFFS' CLAIMS AND STATEMENT REGARDING BENEFITS OF**  
10 **SETTLEMENT**

11 Plaintiffs believe that the claims asserted in This Action have merit. Plaintiffs and their  
12 counsel recognize and acknowledge, however, the risk, expense and delays involved in  
13 continued proceedings necessary to prosecute This Action against the Defendants through trial  
14 and appeals. The outcome of any litigation is necessarily highly uncertain, especially in complex  
15 actions such as This Action. Plaintiffs and their counsel also are mindful of the inherent  
16 problems of proof of and possible defenses to the claims asserted in This Action. Finally,  
17 Plaintiffs and their counsel also believe there would be serious challenges in collecting the full  
18 amount of any judgment from Defendants. Plaintiffs and their counsel believe that the Settlement  
19 set forth in this Stipulation confers substantial benefits upon the Class and is in the best interest  
20 of the Class.  
21

22 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

23 Defendants have denied and continue to deny each and all of the claims and contentions  
24 alleged by Plaintiffs in This Action. Defendants expressly deny that they have committed any  
25 act or omission giving rise to any liability or violation of law whatsoever. In deciding to settle,  
26 Defendants have taken into account the uncertainty and risks inherent in any litigation, especially

1 in complex cases such as this one. Defendants are entering into the Settlement solely to  
2 eliminate the uncertainties, burden, risk, expense and disruption of further litigation. The  
3 Settlement shall in no event be construed or deemed to be evidence of or an admission or  
4 concession on the part of any of the Defendants with respect to any claim, or of any fault or  
5 liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the  
6 Defendants have asserted or could have asserted in This Action.  
7

#### 8 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

9 Now, therefore, it is hereby stipulated and agreed by and among the Plaintiffs (on behalf  
10 of themselves and, subject to the Court’s certification of the Class, all other members of the  
11 Class) and the Defendants, by and through their respective counsel of record, that, subject to the  
12 approval of the Court, This Action and the Released Claims (defined below) shall be finally and  
13 fully compromised, settled, and released, and This Action shall be dismissed with prejudice,  
14 upon and subject to the terms and conditions of this Stipulation, as follows.  
15

##### 16 **A. Definitions**

##### 17 The Parties

18 1. The “Class” means all Rentrak shareholders whose Rentrak shares were converted  
19 to comScore stock when the Transaction closed, with the exception of (a) Defendants and any  
20 person, firm, trust, corporation or other entity related to or affiliated with any Defendant; and  
21 (b) Opt-Out Members.  
22

23 2. “Opt-Out Members” are persons who would otherwise be Class members but  
24 properly exclude themselves from the Class by filing a valid and timely request for exclusion in  
25 accordance with the requirements set forth in the Notice of Proposed Class Action Settlement  
26 (the “Notice”), substantially in the form of Exhibit A-1 to this Stipulation, to be mailed to Class  
members.

1           3.       “Defendants” are comScore and the Rentrak Defendants.

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

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

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

7           7.       The “Parties” are Plaintiffs and Defendants.

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

10          9.       “Plaintiffs’ Counsel” means Class Counsel, Liaison Counsel, and counsel for  
11 plaintiffs in the Related Rentrak Actions.

12          10.      The “Released Defendant Parties” means the Released Rentrak Parties and the  
13 Released comScore Parties.

14          11.      The “Released Plaintiff Parties” are Plaintiffs, all members of the Class, and  
15 Plaintiffs’ Counsel.

16          12.      The “Released Rentrak Parties” are the Individual Defendants and Rentrak,  
17 including Rentrak’s subsidiaries and affiliates, and each and all of their respective past or present  
18 officers, directors, employees, subsidiaries, insurers, co-insurers or reinsurers, attorneys, trustees,  
19 executors, heirs, spouses, marital communities, executors, or estates.

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

1     The Actions

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

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

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

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

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

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

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

20     Released Claims

21             21.     The “*Released Claims Against Rentrak Parties*” means any and all claims,  
22 demands, disputes, rights, damages, causes of action, or liabilities of any kind, nature, and  
23 character whatsoever (including but not limited to any claims for interest, attorneys’ fees, expert  
24  
25  
26

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

22  
23  
24  
25 22. The "Released Claims Against comScore Parties" means all claims, demands,  
26 disputes, damages, causes of action or liabilities of any kind, nature and character whatsoever

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

15 23. The "Released Claims Against Plaintiff Parties" means all claims, including  
16 Unknown Claims, arising out of or relating to the institution, prosecution, or resolution of This  
17 Action.

18 24. The "Released Claims" are the Released Claims Against Rentrak Parties, the  
19 Released Claims Against comScore Parties, and the Released Claims Against Plaintiff Parties.  
20

21 25. The "Released Parties" are the Released Plaintiff Parties, the Released Rentrak  
22 Parties, and the Released comScore Parties.

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



1 his, her or its decision(s) with respect to the Settlement; and (b) any claim that any Released  
2 Rentrak Party or any Released comScore Party does not know or suspect to exist in his, her or its  
3 favor at the time of the Effective Date, including claims which, if known by him, her or it, might  
4 have affected his, her or its settlement with and release of the Released Plaintiff Parties, or might  
5 have affected his, her or its decision(s) with respect to the Settlement. With respect to any and  
6 all 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

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

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

1 Other Terms

2 27. The “Claims Administrator” means the firm of Epiq Systems, Inc., or such other  
3 entity that the Court shall appoint to provide all notices approved by the Court to potential Class  
4 members, to administer the Settlement and to perform other administrative functions under this  
5 Stipulation.

6 28. The “Effective Date” has the meaning set forth in paragraph 57 below.

7 29. The “Escrow Agent” means Lead Counsel.

8 30. “Final” with respect to any Court order, including but not limited to the Judgment,  
9 means the latest to occur of the following: (a) the date as of which the time to seek review,  
10 alteration or appeal of the Court’s order has expired without any review, alteration, amendment  
11 or appeal having been sought or taken; or (b) if an appeal, petition, motion or other application  
12 for review, alteration or amendment is filed, sought or taken, the date as of which such appeal,  
13 petition, motion or other application shall have been finally determined in such a manner as to  
14 affirm the Court’s original order in its entirety and the time, if any, for seeking further review has  
15 expired. Any proceeding or order, or any appeal or petition for a writ of certiorari or other form  
16 of review pertaining solely to (i) any application for attorneys’ fees or expenses; and/or (ii) the  
17 Plan of Allocation described in Section V of the Notice (the “Plan of Allocation”), shall not in  
18 any way delay or preclude the Judgment or an Alternate Judgment from becoming Final.  
19

20 31. The “Final Approval Order” means the Order to be entered by the Court,  
21 substantially in the form of Exhibit B to this Stipulation.

22 32. The “Judgment” means the General Judgment to be entered by the Court,  
23 substantially in the form of Exhibit C to this Stipulation.

24 33. The “Registration Statement” means the registration statement, including the joint  
25 proxy statement/prospectus of comScore and Rentrak, filed with the SEC on Form S-4 on  
26

1 October 30, 2015, amended (via Form S-4/A) on December 7, 2015, and declared effective by  
2 the SEC on December 23, 2015.

3 34. The “Settlement” means the settlement set forth in this Stipulation.

4 35. The “Settlement Amount” is nineteen million dollars (\$19,000,000.00).

5 36. The “Settlement Fund” means the principal amount of nineteen million dollars  
6 (\$19,000,000.00) in cash, plus any accrued interest thereon.  
7

8 37. The “Settlement Payment Recipients” means all Class members who submit a  
9 valid Proof of Claim and Release form to the Claims Administrator.

10 38. The “Transaction” is the all-stock merger between Rentrak and comScore that  
11 closed on January 29, 2016, including but not limited to the process leading up to the merger, the  
12 negotiations between Rentrak and other parties during that process, and the consideration paid to  
13 Rentrak shareholders as a result of the merger.  
14

15 **B. The Settlement**

16 a) The Settlement Amount

17 39. In consideration for the releases provided herein and the dismissal of This Action  
18 with prejudice, Defendants shall cause the Settlement Amount to be paid to the Escrow Agent  
19 within thirty (30) business days of the Court’s entry of the Preliminary Approval Order (the  
20 “Settlement Payment”), in the following amounts: \$15,833,333 on behalf of the Rentrak  
21 Defendants, and \$3,166,667 on behalf of comScore. More specifically, within thirty (30)  
22 business days of the Court’s entry of the Preliminary Approval Order, Defendants shall cause the  
23 Settlement Amount to be paid by check (or checks) or wire transfer(s). Any checks shall be  
24 made payable to “Rentrak Corporation Shareholders Litigation Settlement Fund” and mailed via  
25 overnight mail to Block & Leviton LLP, 155 Federal Street, Suite 400, Boston, MA 02110, Attn:  
26 Jason M. Leviton, as Escrow Agent. The Escrow Agent shall be responsible for depositing the

1 checks into an escrow account held at Eastern Bank and subject to the Court's oversight. Wire  
2 transfer payments shall be made pursuant to instructions provided by Plaintiffs' Counsel. Within  
3 five (5) calendar days of the execution of this Stipulation by all Parties, Plaintiffs' Counsel shall  
4 provide counsel for Defendants with (a) full and complete wire transfer instructions for payments  
5 into the escrow account, and (b) an executed W-9 for the Settlement Fund.  
6

7 40. The Settlement Amount is inclusive of all of Plaintiffs' Counsel attorneys' fees  
8 and expenses that may be awarded by the Court, and all notice and administration costs and  
9 taxes, and is the total, full and final amount of all payments to be paid on behalf of and for the  
10 benefit of the Released Rentrak Parties and the Released comScore Parties to Plaintiffs, Class  
11 members or Plaintiffs' Counsel, or any other person or entity acting or purporting to act for the  
12 benefit of the Class in This Action, in connection with this Stipulation and the Settlement  
13 embodied herein.  
14

15 The Escrow Agent

16 41. The Escrow Agent shall serve pursuant to an escrow agreement that shall be  
17 consistent with the terms of this Stipulation. The Escrow Agent shall provide Defendants with a  
18 copy of the escrow agreement within two (2) business days of its execution. The Escrow Agent  
19 shall invest the Settlement Amount deposited into the escrow account pursuant to paragraph 39  
20 in short-term United States agency or Treasury securities or other instruments backed by the full  
21 faith and credit of the United States or an agency thereof, or fully insured by the United States or  
22 an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar  
23 instruments at their then-current market rates. All risks related to the investment of the  
24 Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be  
25 borne by the Settlement Fund, and the Released Defendant Parties shall have no responsibility  
26

1 for or liability whatsoever with respect to investment decisions or other actions of the Escrow  
2 Agent, or any transactions executed by the Escrow Agent, or the consequences of any such  
3 investment decisions, actions or transactions executed by the Escrow Agent.

4 42. The Escrow Agent shall not disburse the Settlement Fund except as provided in  
5 this Stipulation, by an order of the Court, or with the written agreement of counsel for all  
6 Defendants.

7 43. The Escrow Agent shall not be paid any fees in connection with its service as  
8 Escrow Agent.

9 44. Subject to further order(s) as may be made by the Court, the Escrow Agent is  
10 authorized to execute such transactions as are consistent with the terms of the Stipulation.

11 45. All funds held by the Escrow Agent shall be deemed and considered to be in  
12 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such  
13 time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the  
14 Court.

15 46. Following entry of the Preliminary Approval Order, and without further order of  
16 the Court or approval from Defendants, Lead Counsel may expend up to \$200,000 from the  
17 Settlement Fund to pay the Claims Administrator's costs and expenses of administering the  
18 Settlement and providing for notice of the Settlement to the Class, as required by the Court.  
19 These costs include providing notice to Class members, assisting with the filing of claims,  
20 processing Proof of Claim and Release forms, and paying escrow fees and costs, if any, and all  
21 Taxes and Tax Expenses (as defined herein in paragraph 49). Additional sums may be paid to  
22 the Claims Administrator for these purposes, and for administering and distributing the Net  
23 Settlement Fund (as defined herein in paragraph 64.d) to Settlement Payment Recipients,  
24  
25  
26

1 subsequent to the Effective Date. No payments shall be disbursed from the Settlement Fund to  
2 Settlement Payment Recipients until on or after the Effective Date.

3  
4 Taxes

5 47. The Parties and the Escrow Agent agree that the Settlement Fund is intended to be  
6 at all times a “Qualified Settlement Fund” within the meaning of Treas. Reg. §1.468B-1. In  
7 addition, the Escrow Agent shall be solely responsible for timely making such elections as  
8 necessary or advisable to carry out the provisions of paragraphs 47 through 49 herein, including  
9 the “relation-back election” (as defined in Treas. Reg. §1.468B-1) to the earliest permitted date.  
10 Such elections shall be made in compliance with the procedures and requirements contained in  
11 applicable regulations.

12  
13 48. For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended,  
14 and the regulations promulgated thereunder, the “administrator” of the Settlement Fund shall be  
15 the Escrow Agent. The Escrow Agent shall be solely responsible for timely and properly filing  
16 all tax and other returns necessary or advisable with respect to the Settlement Fund (including,  
17 without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as  
18 the elections described in paragraph 47 herein) shall reflect that all Taxes (including any  
19 estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be  
20 paid out of the Settlement Fund.

21  
22 49. All (a) taxes (including any estimated taxes, interest or penalties) arising with  
23 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that  
24 may be imposed upon the Released Parties or their counsel with respect to any income earned by  
25 the Settlement Fund for any period during which the Settlement Fund does not qualify as a  
26 “Qualified Settlement Fund” for federal or state income tax purposes (“Taxes”), and (b) expenses

1 and costs incurred in connection with the operation and implementation of paragraphs 47  
2 through 49 herein (including, without limitation, expenses of tax attorneys and/or accountants  
3 and mailing and distribution costs and expenses relating to filing (or failing to file) the returns  
4 described in paragraphs 47 through 49 herein) (“Tax Expenses”) shall be paid solely out of the  
5 Settlement Fund; in all events the Released Defendant Parties shall have no liability or  
6 responsibility for the Taxes or the Tax Expenses, or the filing of any tax returns or other  
7 documents with any taxing authority, or for Taxes payable by reason of any indemnification, or  
8 for any reporting or other requirements that may relate thereto. Further, Taxes and Tax Expenses  
9 shall be treated as, and considered to be, a cost of administration of the Settlement Fund and  
10 shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the  
11 Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the  
12 contrary) to withhold from distribution to Settlement Payment Recipients any funds necessary to  
13 pay such amounts, including the establishment of adequate reserves for any Taxes and Tax  
14 Expenses (as well as any amounts that may be required to be withheld under Treas. Reg.  
15 §1.468B-2(1)(2)). The Parties agree to cooperate with the Escrow Agent, each other, and their  
16 tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of  
17 paragraphs 47 through 49 herein. The Escrow Agent shall hold harmless the Released Parties for  
18 Taxes and Tax Expenses.  
19  
20  
21

#### 22 Preliminary Approval and Fairness Hearing

23 50. The Parties agree that the Class may be certified for settlement purposes only.  
24 Rentrak and comScore agree to use their best efforts to provide, or cause Rentrak’s transfer agent  
25 to provide, to the Claims Administrator any contact information for registered Rentrak  
26 shareholders as of January 29, 2016 within seven (7) days of entry of the Order Consolidating

1 Actions, Preliminarily Certifying Class, Preliminarily Approving Settlement, and Providing for  
2 Notice (the “Preliminary Approval Order”) substantially in the form of Exhibit A to this  
3 Stipulation.

4 51. As soon as practicable after execution of the Stipulation, Plaintiffs shall submit  
5 the Stipulation together with its exhibits (the “Exhibits”) to the Court and apply for entry of the  
6 Preliminary Approval Order, substantially in the form of Exhibit A to this Stipulation, ordering,  
7 *inter alia*, consolidation of the *In re: Rentrak* Action with the *Hulme v. Livek* Action for  
8 settlement purposes only, certification of the Class for settlement purposes only, preliminary  
9 approval of the Settlement, and approval of the mailing of the Notice and Proof of Claim and  
10 Release form (“Proof of Claim”), substantially in the forms of Exhibits A-1 and A-2 to this  
11 Stipulation, respectively. Plaintiffs’ Counsel shall provide to Defendants’ counsel for review a  
12 draft of its motion seeking entry of the Preliminary Approval Order at least two (2) calendar days  
13 in advance of its filing.  
14  
15

16 52. The Parties shall request that after the Notice has been mailed to the Class, the  
17 Court hold a hearing (the “Fairness Hearing”) to consider, *inter alia*, final approval of the  
18 settlement of This Action as set forth herein, and entry of the Final Approval Order and  
19 Judgment substantially in the form of Exhibits B and C to this Stipulation, respectively. At the  
20 Fairness Hearing, Class Counsel will also request that the Court approve the Plan of Allocation,  
21 and the Fee and Expense Application (defined below).  
22

### 23 Releases and Effective Date

24 53. Upon entry of the Final Approval Order, Plaintiffs and each Class member, on  
25 behalf of themselves and any of their personal representatives, spouses, domestic partners,  
26 trustees, heirs, executors, administrators, predecessors, successors, assigns or agents, shall be



1 deemed to have, and by operation of the Judgment shall have irrevocably, absolutely and  
2 unconditionally, fully, finally, and forever released, waived, relinquished, discharged and  
3 dismissed, with prejudice, each and every one of the Released Claims Against Rentrak Parties  
4 against the Released Rentrak Parties, and shall be forever barred and enjoined from instituting,  
5 prosecuting, participating, continuing, maintaining or asserting any Released Claims Against  
6 Rentrak Parties, or assisting anyone in instituting, prosecuting, participating, continuing,  
7 maintaining or asserting any Released Claims Against Rentrak Parties, against any of the  
8 Released Rentrak Parties, whether directly or indirectly, whether in the United States or  
9 elsewhere, whether on their own behalf or on behalf of any class or any other person, and  
10 regardless of whether or not such Class member executes and delivers a Proof of Claim.  
11

12           54. Upon entry of the Final Approval Order, Plaintiffs and each Class member, on  
13 behalf of themselves and any of their personal representatives, spouses, domestic partners,  
14 trustees, heirs, executors, administrators, predecessors, successors, assigns or agents, shall be  
15 deemed to have, and by operation of the Judgment shall have irrevocably, absolutely and  
16 unconditionally, fully, finally, and forever released, relinquished, discharged and dismissed, with  
17 prejudice, each and every one of the Released Claims Against comScore Parties against the  
18 Released comScore Parties, and shall be forever barred and enjoined from instituting,  
19 prosecuting, participating, continuing, maintaining or asserting any Released Claims Against  
20 comScore Parties against the Released comScore Parties, or assisting anyone in instituting,  
21 prosecuting, participating, continuing, maintaining or asserting any Released Claims Against  
22 comScore Parties against the Released comScore Parties, whether directly or indirectly, whether  
23 in the United States or elsewhere, whether on their own behalf or on behalf of any class or any  
24  
25  
26

1 other person, and regardless of whether or not such Class member executes and delivers a Proof  
2 of Claim.

3 55. Upon entry of the Final Approval Order, each of the Released comScore Parties  
4 and each of the Released Rentrak Parties shall be deemed to have, and by operation of the  
5 Judgment shall have irrevocably, absolutely and unconditionally, fully, finally and forever  
6 released all Released Plaintiff Parties from all Released Claims Against Plaintiff Parties.  
7

8 56. The Released Rentrak Parties shall be responsible for moving to dismiss any  
9 Released Claims Against Rentrak Parties asserted against them by Class members in the Federal  
10 Securities Action, if any such claims are still pending against them, on the basis of the Final  
11 Approval Order and the Judgment and shall do so within ten (10) business days of entry of the  
12 Final Approval Order and the Judgment; however, this deadline may be extended based on the  
13 agreement of the Parties.  
14

15 57. The “Effective Date” shall be the first date on which all of the following  
16 conditions have occurred: (a) Defendants have made or caused to be made the Settlement  
17 Payment; (b) the Court has entered the Final Approval Order and Judgment, substantially in the  
18 form of Exhibits B and C to this Stipulation, respectively, or an alternate judgment in a form that  
19 is otherwise acceptable to all of the Parties (an “Alternate Judgment”); (c) the Final Approval  
20 Order and the Judgment or Alternate Judgment has each become Final; and (d) all Released  
21 Claims Against Rentrak Parties asserted by Class members against the Released Rentrak Parties  
22 in the Federal Securities Action have been dismissed with prejudice, and such dismissal with  
23 prejudice has become Final. No payments shall be disbursed from the Settlement Fund to  
24 Settlement Payment Recipients until on or after the Effective Date. Upon the occurrence of all  
25  
26

1 of the events referenced in this paragraph, any and all remaining interest or right of the  
2 Defendants in or to the Settlement Fund shall be absolutely and forever extinguished.

3  
4 Administration and Calculation of Claims, Final Awards and Supervision and Distribution of the  
Settlement Fund

5 58. Within ninety (90) days after the date by which the Notice must be mailed (the  
6 “Notice Date”), or such other time as may be set by the Court, each Class member who wishes to  
7 participate in the distributions from the Net Settlement Fund (defined below) shall be required to  
8 submit to the Claims Administrator a completed Proof of Claim, substantially in the form of  
9 Exhibit A-2 to this Stipulation. Within forty-five (45) days after the Notice Date, or such other  
10 deadline as may be ordered by the Court, each person eligible to be a member of the Class who  
11 wishes to exclude himself, herself, or itself from the Class must file a request for exclusion that  
12 complies with all requirements set forth in the Notice.  
13

14 59. Except as otherwise ordered by the Court, all Class members who fail to timely  
15 submit a valid Proof of Claim or request for exclusion from the Class shall be barred from  
16 receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will  
17 in all other respects be subject to and bound by the provisions of this Stipulation, the releases  
18 contained herein, the Judgment, and all proceedings, rulings and orders in This Action.  
19 Notwithstanding the foregoing, Lead Counsel may, in their discretion, accept for processing late-  
20 filed claims so long as the distribution of the Net Settlement Fund to Settlement Payment  
21 Recipients is not materially delayed. Lead Counsel shall have no liability for not accepting late  
22 claims.  
23  
24

25 60. Claims that do not meet the submission requirements may be rejected. Prior to  
26 rejecting a claim in whole or in part, the Claims Administrator shall communicate with the  
claimant in writing to give the claimant a chance to remedy any curable deficiencies in the Proof

1 of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall  
2 notify, in a timely fashion and in writing, all claimants whose claim the Claims Administrator  
3 proposes to reject in whole or in part, setting forth the reasons therefore, and shall indicate in  
4 such notice that the claimant whose claim is to be rejected has the right to a review by the Court  
5 if the claimant so desires. To request a review by the Court, the claimant must, within twenty  
6 (20) days after the Claims Administrator mailed the notice rejecting the claim, send by First  
7 Class Mail to the Claims Administrator a notice and statement of reasons (1) indicating the  
8 claimant's grounds for contesting the rejection along with any supporting documentation, and (2)  
9 requesting a review thereof by the Court. If a dispute concerning a claim cannot otherwise be  
10 resolved, Lead Counsel shall thereafter present the request for review to the Court.  
11

12           61. Except for the Defendants' obligation to cause payment of the Settlement Amount  
13 pursuant to this Stipulation and Rentrak and comScore's obligation to use their best efforts to  
14 provide, or cause Rentrak's transfer agent to provide, to the Claims Administrator any contact  
15 information for registered Rentrak shareholders as of January 29, 2016 within seven (7) days of  
16 the Preliminary Approval Order, the Released comScore Parties and the Released Rentrak  
17 Parties shall have no responsibility for or liability whatsoever with respect to the investment or  
18 distribution of the Net Settlement Fund or the Plan of Allocation, the determination,  
19 administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses,  
20 or any losses incurred in connection therewith.  
21

22           62. No person shall have any claim against the Released Plaintiff Parties, the Claims  
23 Administrator or any other person designated by Lead Counsel based on distributions from the  
24 Settlement Fund made substantially in accordance with the terms of this Stipulation, the Plan of  
25 Allocation, or further order(s) of the Court. Under no circumstances shall any person have a  
26

1 claim against the Released comScore Parties or the Released Rentrak Parties based on any  
2 distribution from the Settlement Fund, determination, claim rejections or the design, terms or  
3 implementation of the Plan of Allocation.

4 63. The Settlement is non-recapture. It is not a claims-made settlement. Following  
5 the Effective Date, none of the Settlement Fund shall be returned to the Defendants and/or such  
6 other persons or entities contributing to the Settlement Fund.

7 64. The Claims Administrator, subject to such supervision and direction of the Court  
8 as may be necessary or as circumstances may require, shall administer and calculate the claims  
9 submitted by Class members and shall oversee distribution of the Net Settlement Fund (defined  
10 below) to Settlement Payment Recipients. Lead Counsel shall have the right, but not the  
11 obligation, to waive what it deems to be formal or technical defects in any Proof of Claim form  
12 submitted in the interests of achieving substantial justice. The Settlement Fund shall be applied  
13 as follows:  
14  
15

- 16 a. to pay all the costs and expenses reasonably and actually incurred in connection  
17 with mailing the Notice, assisting with the filing of claims, administering and  
18 distributing the Net Settlement Fund to Settlement Payment Recipients,  
19 processing Proofs of Claim and paying escrow fees and costs, if any;  
20  
21 b. to pay the Taxes and Tax Expenses described in paragraphs 47 through 49 herein;  
22  
23 c. to pay Plaintiffs' Counsel's attorneys' fees, expenses and costs with interest  
24 thereon (the "Fee and Expense Award"), if and to the extent allowed by the Court;  
25  
26 and  
27  
28 d. to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to  
29 Settlement Payment Recipients on or after the Effective Date pursuant to the

1 terms of this Stipulation, the Plan of Allocation to be described in the Notice, and  
2 any modifications which may be ordered by the Court.

3 65. Only upon the Effective Date or thereafter, and in accordance with the terms of  
4 the Stipulation, the Plan of Allocation, or such further order(s) of the Court as may apply, the Net  
5 Settlement Fund shall be distributed, under Lead Counsel's supervision, to Settlement Payment  
6 Recipients.  
7

8 66. If there is any balance remaining in the Net Settlement Fund after six months  
9 from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds,  
10 uncashed checks or otherwise), Lead Counsel shall, if feasible, reallocate such balance among  
11 Settlement Payment Recipients in an equitable fashion. These redistributions shall be repeated  
12 until the balance remaining in the Net Settlement Fund is no longer feasible to distribute to Class  
13 members. Thereafter, any balance which still remains in the Net Settlement Fund shall be  
14 donated and paid to the Oregon State Bar for the funding of legal services provided through the  
15 Legal Services Program established under ORS 9.572.  
16

17 67. It is understood and agreed by the Parties that any proposed Plan of Allocation of  
18 the Net Settlement Fund including, but not limited to, any adjustments to a Settlement Payment  
19 Recipient's claim set forth therein, is not a part of the Stipulation and is to be considered by the  
20 Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of  
21 the Settlement, and any order or proceeding relating to the Plan of Allocation shall not operate to  
22 terminate or cancel the Stipulation or affect or delay the Judgment from becoming Final.  
23

24 Plaintiffs' Counsel's Attorneys' Fees and Expenses

25 68. Class Counsel may submit (an) application(s) (the "Fee and Expense  
26 Application") for distributions from the Settlement Fund for an award of attorneys' fees, plus

1 expenses, incurred in connection with prosecuting This Action, plus any interest on such  
2 attorneys' fees and expenses from the date such fees and expenses are awarded until the date  
3 paid, at the same rate as earned by the Settlement Fund. Any such fee and expense award shall be  
4 paid solely from the Settlement Fund.  
5

6 69. Notwithstanding the existence of any timely-filed objection thereto, or potential  
7 for appeal therefrom, or collateral attack on the Settlement or any part thereof, any attorneys'  
8 fees and expenses awarded to Plaintiffs' Counsel by the Court shall be payable to Lead Counsel  
9 from the Settlement Fund, as ordered, within ten days after the later of (a) the date that the Court  
10 enters an order awarding such fees and expenses; or (b) the Effective Date, subject to the joint  
11 and several repayment obligations of Plaintiffs' Counsel set forth herein. Class Counsel shall  
12 allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner consistent with  
13 agreements amongst Plaintiffs' Counsel and which they in good faith believe reflect the  
14 contributions of such counsel to the prosecution and settlement of This Action. Defendants have  
15 not had, and shall not have, any input into, or responsibility or liability for, the allocation of any  
16 attorneys' fee and expense award among Plaintiffs' Counsel.  
17

18 70. All Plaintiffs' Counsel who receive any award of attorneys' fees or expenses  
19 agree that they accept payment of such award from the Settlement Fund subject to the joint and  
20 several obligation of each Plaintiffs' Counsel (including their respective partners, shareholders  
21 and/or firms) to make repayment within fifteen (15) business days to the Settlement Fund of  
22 amounts received, plus accrued interest at the same rate as is earned by the Settlement Fund, in  
23 the event that, for any reason, including, without limitation, appeal, further proceeding on  
24 remand or successful collateral attack, the attorneys' fee or expense award is reduced or  
25  
26

1 reversed, or if any attorneys' fee or expense award has been paid for any reason but the Effective  
2 Date does not occur.

3 71. The procedure for and the allowance or disallowance by the Court of any  
4 applications by Class Counsel for attorneys' fees and expenses to be paid out of the Settlement  
5 Fund are to be considered by the Court separately from the Court's consideration of the fairness,  
6 reasonableness and adequacy of the Settlement set forth in the Stipulation, and any order or  
7 proceeding relating to the Fee and Expense Application, any fee and expense award, or any  
8 appeal from any order relating thereto or reversal or modification thereof, shall not operate to  
9 terminate or cancel the Stipulation, or affect or delay the Judgment from becoming Final. None  
10 of the Parties may terminate the Settlement or Stipulation on the basis of the amount of any  
11 attorneys' fee or expense award.  
12

13  
14 72. If the Effective Date does not occur, or if the Settlement is terminated, then any  
15 attorneys' fee and expense awards are no longer payable. In the event that any attorneys' fee and  
16 expense award is paid from the Settlement Fund prior to the Effective Date, in contravention of  
17 the terms of this Stipulation, and the Effective Date does not occur or the Settlement is  
18 terminated, Plaintiffs' Counsel shall each be jointly and severally obligated to refund to the  
19 Settlement Fund, within fifteen (15) business days of the termination of the Settlement, any  
20 attorneys' fee and expense award paid to any of Plaintiffs' Counsel, and in addition shall pay  
21 into the Settlement Fund interest on the amount refunded at the average rate earned on the  
22 Settlement Fund from the time of payment of the fee or expense award until the date of the  
23 repayment. Each of Plaintiffs' Counsel, as a condition of receiving any attorneys' fee and  
24 expense award, agrees that it is subject to the jurisdiction of the Court for the purpose of  
25 enforcing the provisions in this paragraph and in paragraph 70.  
26



1           73. Defendants shall have no responsibility for, and no liability whatsoever with  
2 respect to, any award of attorneys' fees or expenses incurred or sought by Plaintiffs' Counsel.

3  
4 Disapproval, Cancellation, Termination

5           74. Defendants and Plaintiffs shall each have the right to terminate the Settlement and  
6 this Stipulation by providing written notice of their election to do so (a "Termination Notice") to  
7 all other Parties within ten (10) calendar days of: (a) the Court's declining to enter the  
8 Preliminary Approval Order in any material respect without leave to amend and resubmit; (b) the  
9 Court's refusal to approve this Stipulation or any material part of it without leave to amend and  
10 resubmit; (c) the Court's declining to enter the Final Approval Order in any material respect  
11 without leave to amend and resubmit; (d) the Court's declining to enter the Judgment in any  
12 material respect without leave to amend and resubmit; (e) the date upon which the Judgment or  
13 an Alternate Judgment is modified or reversed in any material respect by any court; or (f) the  
14 date upon which the United States District Court for the Southern District of New York denies  
15 the Rentrak Defendants' motion to dismiss the Released Claims Against Rentrak Parties with  
16 prejudice on the basis of the Final Approval Order and the Judgment.

17  
18           75. Plaintiffs shall have the right to terminate the Settlement and this Stipulation by  
19 providing a Termination Notice to all other Parties within ten (10) calendar days of Defendants'  
20 failure to cause the Settlement Amount to be paid as contemplated in paragraph 39, subject to  
21 Defendants' right to cure any such failure to pay within three (3) business days of receiving a  
22 written notice of deficiency from Class Counsel.

23  
24           76. The Parties agree that the Settlement is subject to the execution by the Parties of a  
25 confidential Supplemental Agreement regarding requests for exclusion (the "Supplemental  
26 Agreement"). The Supplemental Agreement will set forth certain conditions under which

1 Defendants shall have the option to terminate the Settlement and this Stipulation in the event that  
2 valid requests for exclusion from the Class exceed certain agreed-upon criteria. The Parties agree  
3 to maintain the confidentiality of the Supplemental Agreement. The Supplemental Agreement  
4 shall not be filed with the Court unless ordered by the Court.  
5

6 77. If the Settlement set forth in the Stipulation is terminated or fails to become  
7 effective in accordance with its terms: (a) the Parties shall be restored to their respective  
8 positions in This Action as of April 14, 2017 and shall confer regarding a revised schedule for  
9 This Action, including a new trial date; (b) the terms and provisions of the Stipulation shall have  
10 no further force and effect and shall not be used in This Action or in any other proceeding for  
11 any purpose; (c) the Judgment and any other order entered by the Court in accordance with the  
12 terms of the Stipulation shall be treated as vacated; and (d) Plaintiffs shall cause the Settlement  
13 Fund, plus any interest earned thereon, to be returned to the Defendants and/or their insurers in  
14 proportion to the amount each contributed to the Settlement Amount, less expenses which have  
15 either been disbursed pursuant to this Stipulation, or are determined to be actually incurred and  
16 chargeable to the Settlement Fund, along with an itemization and description of any and all  
17 expenses that have been disbursed from the Settlement Fund, within fifteen (15) business days of  
18 the termination of the Settlement.  
19

20 78. No order of the Court, or modification or reversal on appeal of any order of the  
21 Court, concerning the Plan of Allocation, or any attorneys' fee and expense award, shall  
22 constitute grounds for cancellation or termination of the Settlement or the Stipulation.  
23

24 79. In the event that the Settlement is terminated or the Effective Date fails to occur,  
25 Lead Counsel shall cause the Escrow Agent or its designee to apply for any tax refund owed on  
26 the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in

1 connection with such application(s) for refund, to the Defendants, pursuant to written  
2 instructions from Defendants' counsel. Neither Plaintiffs nor any of their counsel shall have any  
3 obligation to repay any amounts actually and properly disbursed pursuant to the terms of this  
4 Stipulation for notice or claims administration purposes prior to the date that the Settlement is  
5 terminated. In addition, any expenses already incurred pursuant to the Stipulation at the time of  
6 such termination but that have not been paid, shall be paid by the Escrow Agent in accordance  
7 with the terms of the Stipulation prior to the balance being refunded.  
8

9 Miscellaneous Provisions

10 80. The Parties acknowledge that it is their intent to consummate this Stipulation and  
11 agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and  
12 conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms  
13 and conditions of this Stipulation. The Parties agree to take reasonable steps to obtain the  
14 dismissal with prejudice of This Action and approval of the Settlement.  
15

16 81. The Settlement compromises claims that are contested and shall not be deemed an  
17 admission by any person as to the merits of any claim or defense. While retaining their right to  
18 deny that the claims advanced in This Action were meritorious, Defendants will not contend that  
19 This Action was filed in bad faith. The Parties further agree not to assert in any forum that any  
20 Party violated ORCP 17 C or any other similar statute or law. The Parties agree that the amount  
21 paid to the Settlement Fund and the other terms of the Settlement were negotiated in good faith  
22 by the Parties and reflect a settlement that was reached voluntarily after consultation with  
23 competent legal counsel. The Parties reserve their right to rebut, in a manner that such party  
24 determines to be appropriate, any contention made in any public forum that This Action was  
25 brought or defended in bad faith or without a reasonable basis.  
26

1           82.     Neither the Stipulation nor the Settlement, nor any act performed or document  
2     executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be  
3     deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the  
4     validity of any Released Claim; (b) is or may be deemed to be, or may be used as, a presumption,  
5     concession, or admission of, or evidence of, any fault or omission of any of the Released Parties  
6     in any civil, criminal or administrative proceeding in any court, administrative agency or other  
7     tribunal; or (c) is or may be deemed to be an admission or evidence that any claims or defenses  
8     asserted by any Party were either valid or not valid in any civil, criminal or administrative  
9     proceeding. comScore and the Released Rentrak Parties may file the Stipulation and/or the  
10    Judgment, or refer to them, in any action that may be brought against them in order to support a  
11    defense or counterclaim based on principles of res judicata, collateral estoppel, release, good  
12    faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue  
13    preclusion or similar defense or counterclaim. The Released Rentrak Parties may file the  
14    Stipulation, Plaintiffs' motion seeking preliminary approval of the Settlement, the Preliminary  
15    Approval Order, the Notice, the Final Approval Order, the Judgment and/or any other paper  
16    concerning or describing the Settlement and/or the releases provided therein, in the Federal  
17    Securities Action in connection with their obligation to move to dismiss the Released Claims  
18    Against Rentrak Parties asserted against them in the Federal Securities Action, if any such claims  
19    are still pending, on the basis of the Final Approval Order and Judgment as set forth in paragraph  
20    56. Any Party may file this Stipulation and/or the Judgment in any action that may be brought to  
21    enforce the terms of the Stipulation or the Judgment, and this Stipulation and/or the Judgment  
22    may be filed by the Released comScore Parties or the Released Rentrak Parties in any  
23    subsequent insurance coverage litigation.  
24  
25  
26

1           83. All agreements made and orders entered during the course of This Action relating  
2 to the confidentiality of information, including, but not limited to, the Stipulated Protective Order  
3 for the Exchange and Production of Confidential Information, dated December 16, 2015, shall  
4 survive this Stipulation.

5           84. All of the Exhibits to this Stipulation are material and integral parts hereof and are  
6 fully incorporated herein by this reference.

7           85. This Stipulation may be amended or modified only by a written instrument signed  
8 by or on behalf of all Parties or their respective successors-in-interest.

9           86. The waiver by one Party of any breach of this Stipulation by any other Party shall  
10 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

11           87. This Stipulation, the Exhibits hereto, and the Supplemental Agreement constitute  
12 the entire agreement between the Parties and no representations, warranties, or inducements have  
13 been made to any party concerning the Stipulation, its Exhibits, or the Supplemental Agreement  
14 other than the representations, warranties, and covenants contained and memorialized in those  
15 documents. Except as otherwise provided herein, each Party shall bear its own costs.

16           88. Class Counsel, on behalf of the Class, are expressly authorized by Plaintiffs to  
17 take all appropriate action required or permitted to be taken by the Class pursuant to the  
18 Stipulation to effectuate its terms and also are expressly authorized to enter into any  
19 modifications or amendments to the Stipulation on behalf of the Class that they deem  
20 appropriate.

21           89. Each counsel or other Person executing the Stipulation on behalf of any party  
22 hereto hereby warrants that such Person has the full authority to do so.

1           90.     This Stipulation may be executed in one or more counterparts and the signatures  
2 may be provided by facsimile or electronically. All executed counterparts and each of them shall  
3 be deemed to be one and the same instrument. A complete set of executed counterparts shall be  
4 filed with the Court.

5  
6           91.     The Court shall retain jurisdiction with respect to implementation and  
7 enforcement of the terms of this Stipulation, and all Parties hereto submit to the jurisdiction of  
8 the Court for purposes of implementing and enforcing the Settlement embodied in this  
9 Stipulation.

10           92.     This Stipulation and the Exhibits hereto shall be considered to have been  
11 negotiated, executed and delivered, and to be wholly performed, in the State of Oregon, and the  
12 rights and obligations of the parties to this Stipulation shall be construed and enforced in  
13 accordance with, and governed by, the laws of the State of Oregon without giving effect to  
14 Oregon's choice-of-law principles. The Circuit Court for the State of Oregon for the County of  
15 Multnomah shall be the exclusive forum for resolving disputes arising from the Stipulation or  
16 Settlement.

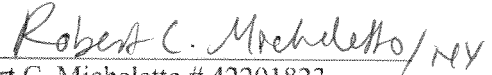
17  
18           93.     Unless otherwise indicated, any notice or other communication that may or must  
19 be given by any Party or its counsel under this Stipulation must be in writing and delivered by e-  
20 mail to counsel for the Party to which such notice or communication is directed at the email  
21 address for such counsel set forth below. Any party may change the email address at which it is  
22 to receive notice by written notice delivered to all other Parties in the manner described above.  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by this Stipulation

and caused it to be executed, by their duly authorized attorneys, dated May 12, 2017.

By:   
Jason M. Leviton  
jason@blockesq.com  
Joel A. Fleming  
joel@blockesq.com  
**BLOCK & LEVITON LLP**  
155 Federal Street, Suite 400  
Boston, MA 02110  
Ph: 617-398-5600  
Fx: 617-507-6020

By: /NY  
Robert C. Micheletto # 42201823  
rmicheletto@JonesDay.com  
**JONES DAY**  
250 Vesey St., 30th Floor  
New York, NY 10281-1047  
Telephone: 212-326-3690  
  
*On Behalf of Defendant comScore, Inc.*

By:   
Peter B. Andrews  
pandrews@andrewsspringer.com  
Craig J. Springer  
cspringer@andrewsspringer.com  
David M. Sborz  
dsborz@andrewsspringer.com  
**ANDREWS & SPRINGER LLC**  
3801 Kennett Pike  
Building C, Suite 305  
Wilmington, DE 19807  
Ph: 302-504-4957  
Fx: 302-397-2681

By:   
Ronald L. Berenstain  
RBerenstain@perkinscoie.com  
Sean C. Knowles  
SKnowles@perkinscoie.com  
**PERKINS COIE LLP**  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000

*On Behalf of Plaintiffs Andrew B. Nathan,  
Trustee for the Ira S. Nathan Revocable  
Trust, John Hulme, and the Putative Class*

Sarah J. Crooks  
SCrooks@perkinscoie.com  
**PERKINS COIE LLP**  
1120 NW Couch Street, 10th Floor  
Portland, OR 97209-4128  
Telephone: 503.727.2000  
Facsimile: 503.727.2222

*On Behalf of 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*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT A**

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

Assigned to Judge Litzenberger

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

Plaintiff,

v.

WILLIAM P. LIVEK, DAVID CHERMEROW,  
BRENT D. ROSENTHAL, DAVID BOYLAN,  
WILLIAM E. ENGEL, PATRICIA  
GOTTESMAN, ANNE MACDONALD,  
MARTIN B. O’CONNOR, RALPH R. SHAW,  
COMSCORE, INC. and RENTRAK  
CORPORATION,

Defendants.

CASE NO. 17CV04984

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

Assigned to Judge Litzenberger



1           WHEREAS, the parties to the above-captioned actions (the “Actions”) entered into a  
2 Stipulation of Settlement dated May 12, 2017 (the “Stipulation”), which, together with the  
3 Exhibits thereto, sets forth the terms and conditions for the Settlement of claims alleged in the  
4 Actions; and the Court having read and considered the Stipulation and the Exhibits thereto; and  
5 the parties to the Stipulation having consented to the entry of this Order;  
6

7           NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_ day of \_\_\_\_\_ 2017, that:

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

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

12          3.       **Consolidation.** For purposes of effectuating the Settlement only, the Court  
13 consolidates the Actions. The *In re: Rentrak Corporation Shareholders Litigation* action remains  
14 the lead action, and any future filings pertaining to the Settlement need only be made in that  
15 action.  
16

17          4.       **Substitution.** For purposes of effectuating the Settlement only, the Court grants  
18 the motion of Andrew B. Nathan, as Trustee for the Ira S. Nathan Revocable Trust (“Andrew  
19 Nathan”), to be substituted for Ira Nathan.  
20

21          5.       **Certification of a Settlement Class.** For purposes of effectuating the Settlement  
22 only, and pursuant to ORCP 32, the Court certifies a class consisting of all record and beneficial  
23 holders of Rentrak Corporation common stock whose Rentrak shares were converted to  
24 comScore stock when the Transaction closed, with the exception of Defendants and any person,  
25 firm, trust, corporation, or other entity related to or affiliated with any Defendant. As set forth  
26 below, eligible Class members may request exclusion from the Class. The Court appoints

1 Andrew Nathan and John Hulme as Class representatives, Block & Leviton LLP and Andrews &  
2 Springer LLC as Class Counsel, and Stoll Stoll Berne Lokting & Shlachter P.C. as Liaison  
3 Counsel. The Court finds that Andrew Nathan, John Hulme and Class Counsel have fairly  
4 protected and adequately represented the interests of the Class and will continue to fairly protect  
5 and adequately represent the interests of the Class. The Court finds that the requirements of  
6 ORCP 32 are satisfied with respect to the Class.  
7

8           **6. Preliminary Approval of Settlement.** The Court preliminarily finds that the  
9 Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of the  
10 Settlement to the Class, substantially in the form attached hereto as Exhibit A-1, and scheduling  
11 a full hearing to consider the Settlement. Accordingly, preliminary approval of the Settlement is  
12 granted.  
13

14           **7. Settlement Fairness Hearing.** A hearing (the “Fairness Hearing”) shall be held  
15 before this Court, on \_\_\_\_\_, 2017, at \_:\_\_\_m. [at least 90 days following the Notice Date  
16 (defined below)], for the following purposes: (a) to determine whether the proposed Settlement  
17 is fair, reasonable and adequate, and should be approved by the Court; (b) to determine whether  
18 the Judgment, substantially in the form attached as Exhibit C to the Stipulation, should be  
19 entered; (c) to determine whether the proposed Plan of Allocation should be approved by the  
20 Court as fair, reasonable and adequate; (d) to consider Class Counsel’s application for an award  
21 of attorneys’ fees and expenses; and (e) to rule upon such other matters as the Court may deem  
22 appropriate. All papers in support of the Settlement, the Plan of Allocation, and any application  
23 by Class Counsel for attorneys’ fees and expenses shall be served and filed no later than twenty-  
24 eight (28) calendar days prior to the Fairness Hearing.  
25  
26

1           8.     The Court reserves the right to approve the Settlement with or without  
2 modification and with or without further notice to the Class. The Court reserves the right to  
3 enter the Final Approval Order and Judgment approving the Settlement regardless of whether it  
4 has approved the Plan of Allocation, or Class Counsel’s request for an award of attorneys’ fees  
5 and expenses. Any order (or lack of order) regarding the Plan of Allocation or any award of  
6 attorneys’ fees and expenses shall not affect or delay the Judgment from becoming Final.  
7

8           9.     **Approval of Notice.** The Court approves the form, substance and requirements  
9 of the Notice of Proposed Settlement of Class Action (the “Notice”) and the Proof of Claim and  
10 Release (the “Proof of Claim”), attached hereto as Exhibits A-1 and A-2, respectively. The form  
11 and content of the Notice, and the method set forth herein of notifying the Class of the  
12 Settlement and its terms and conditions, meet the requirements of Oregon law, including ORCP  
13 32 F, and due process, constitute the best notice practicable under the circumstances, and shall  
14 constitute due and sufficient notice under the Oregon Rules of Civil Procedure to all persons and  
15 entities entitled to notice of the Settlement. All reasonable expenses incurred in notifying Class  
16 members, as well as administering the Settlement, shall be paid as set forth in the Stipulation. In  
17 the event the Settlement is not approved by the Court at or after the Fairness Hearing, or the  
18 Effective Date fails to occur, neither Plaintiffs nor any of their counsel shall have any obligation  
19 to repay any amounts actually and properly disbursed for administering the Settlement or  
20 providing notice as set forth in the Stipulation, or due and owing from the Settlement Fund as of  
21 the date the Settlement is terminated, as provided for in the Stipulation.  
22

24           10.    **Retention of Claims Administrator and Manner of Notice.** The Court  
25 approves the appointment of Epiq Systems, Inc. as the Claims Administrator to administer the  
26

1 notice procedure and the processing of claims, under the supervision of Lead Counsel, as set  
2 forth more fully below:

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

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

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

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

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

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

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

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

1 Corporation Shareholders Litigation, Claims Administrator, P.O. Box 4234, Portland, OR 97208-  
2 4234 with copies served on Class Counsel and Defendants' counsel at the addresses provided in  
3 the Notice (an "Opt-Out Request"). An Opt-Out Request must provide: (a) an unambiguous  
4 request to be excluded from the Class; (b) the Opt-Out Member's full name, address, telephone  
5 number, signature, and the number of Rentrak shares beneficially owned by the Opt-Out  
6 Member that were converted to comScore stock on the closing of the Transaction; and (c) copies  
7 of account statements or other documentary evidence of the number of Rentrak shares  
8 beneficially owned by the Opt-Out Member that were converted to comScore stock upon the  
9 closing of the Transaction. Defendants may object to, and the Court may reject, requests for  
10 exclusion that do not comply with the terms of this Order. Any person or entity who or which  
11 timely and validly requests exclusion in compliance with the terms stated in this Order and is  
12 excluded from the Class shall not be a Class member, shall not be bound by the terms of the  
13 Settlement or any other orders or judgments in the Actions, and shall not be entitled to receive  
14 any payment from the Net Settlement Fund as described in the Stipulation and Notice. Any  
15 Class member who or which does not timely and validly request exclusion from the Class in the  
16 manner stated in this Order: (a) shall be deemed to have waived his, her or its right to be  
17 excluded from the Class in these Actions or in any other proceeding; (b) shall be fully and  
18 forever barred from requesting exclusion from the Class; (c) shall be bound by the provisions of  
19 the Stipulation and all orders and judgments in these Actions, including but not limited to the  
20 releases provided therein; and (d) shall be fully and forever barred from commencing,  
21 maintaining or prosecuting any of the Released Claims Against Rentrak Parties against the  
22 Released Rentrak Parties or the Released Claims Against comScore Parties against the Released  
23 comScore Parties.  
24  
25  
26

1           14.     **Objections to the Settlement.** Any Class member who has not requested  
2 exclusion may appear and show cause why the Settlement should or should not be approved,  
3 why the Judgment should or should not be entered, or why Class Counsel’s application for an  
4 award of attorneys’ fees and expenses should not be awarded or should be reduced, provided  
5 that, by twenty-one (21) calendar days before the Fairness Hearing, that Class member (the  
6 “Objector”) has filed with the Clerk of the Court, Multnomah County Circuit Court, 1021 S.W.  
7 Fourth Ave, Portland, OR 97204, with copies served on Class Counsel and Defendants’ counsel  
8 at the addresses included in the Notice: (i) the Objector’s full name, address, telephone number,  
9 signature and proof of his, her or its membership in the Class; (ii) a written statement of the  
10 reasons for the objection; (iii) whether the Objector or his, her or its counsel intends to appear at  
11 the Fairness Hearing, and if represented by counsel, the name and contact information of such  
12 counsel; (iv) copies of any papers, briefs or other matter that the Objector or his, her or its  
13 counsel wishes the Court to consider; and (v) a sworn statement by the Objector and his, her, or  
14 its counsel that neither the Objector nor his, her, or its counsel will accept any payment or other  
15 consideration in exchange for forgoing or withdrawing an objection, or forgoing, dismissing, or  
16 abandoning an appeal from a judgment approving the Settlement.  
17  
18

19           15.     Any Class member who objects to the Settlement and/or award of fees and  
20 expenses to Class Counsel may also request the Court’s permission to speak at the Fairness  
21 Hearing by sending a letter by First Class Mail called a “Notice of Intention to Appear at  
22 Fairness Hearing in *In re: Rentrak Corporation Shareholders Litigation*, No. 15CV27429,”  
23 which should include the same information set forth in paragraph 14, along with a written  
24 statement indicating the Class member’s intention to attend and speak at the Fairness Hearing,  
25 and must be filed with the Court, and copies must be served on Class Counsel and Defendants’  
26

1 counsel at the addresses provided in the Notice. Such document must be postmarked by, and  
2 filed with the Court by twenty-one (21) days prior to the Fairness Hearing.

3 16. Any Class member who does not make his, her or its objection in the manner  
4 provided in this Order shall be deemed to have waived such objection and shall forever be  
5 foreclosed from making any objection to the fairness or adequacy of the proposed Settlement or  
6 the Stipulation.  
7

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

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

15 19. **Stay on Litigating Released Claims.** All proceedings in the Actions, other than  
16 such proceedings as may be necessary to carry out the terms and conditions of the Settlement,  
17 are hereby stayed until further order of this Court. Pending final determination of whether the  
18 Settlement should be approved, the Plaintiffs, all Class members, and each of them, and anyone  
19 who acts or purports to act on their behalf, shall not institute, prosecute, continue, maintain or  
20 assert, and are hereby barred and enjoined from instituting, prosecuting, continuing, maintaining  
21 or asserting, any action in any court or tribunal that asserts any Released Claims Against Rentrak  
22 Parties, or any Released Claims Against comScore Parties, and shall not assist any person in  
23 instituting, prosecuting, participating, continuing, maintaining or asserting any such claims.  
24

25 20. **Escrow Funds.** All funds held by the Escrow Agent pursuant to the Stipulation  
26 shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to



1 the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the  
2 Stipulation.

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

5 22. **Retention of Jurisdiction.** The Court retains exclusive jurisdiction over the  
6 Actions to consider all further matters arising out of or connected with the Settlement. The  
7 Court may approve the Settlement, with such modifications as may be agreed by the Parties, if  
8 appropriate, without further notice to the Class.

9  
10 Good cause being shown, it is SO ORDERED:

11  
12  
13  
14  
15 \_\_\_\_\_  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**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 &

1 Springer LLC (collectively, “Class Counsel”) as attorneys representing the Class, respectively,  
2 for the sole purpose of effectuating the proposed Settlement.

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

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

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

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

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

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

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

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

17 On January 28, 2016, Rentrak shareholders voted to approve the merger with comScore.  
18 The results were as follows: 12,456,454 shares voted to approve the merger (97.8% of total  
19 shares outstanding); 12,693 shares voted against the merger (0.0% of total shares outstanding),  
20 and 265,178 shares abstained (2.1% of total shares outstanding).  
21

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

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

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

2 On July 21, 2016, Ira Nathan filed the Second Amended Class Action Complaint, adding  
3 a claim against comScore for aiding and abetting the Rentrak Defendants' alleged breaches of  
4 fiduciary duty and a claim against comScore and Rentrak for equitable relief.  
5

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

8 On September 28, 2016, the Court heard argument on Defendants' motions to dismiss.

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

10 Between the expiration of the discovery stay on October 1, 2016 and the parties'  
11 agreement-in-principle on April 14, 2017, Plaintiffs engaged in significant discovery, obtaining  
12 extensive document productions from all Defendants as well as multiple non-parties. Ultimately,  
13 Plaintiffs reviewed approximately 320,000 pages of documents and took multiple depositions of  
14 Rentrak's corporate designees.  
15

16 On January 16, 2017, Ira Nathan died.

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

19 On February 6, 2017, Hulme filed a Class Action Complaint in the Circuit Court of the  
20 State of Oregon for the County of Multnomah asserting claims on behalf of the Class against  
21 Defendants in the matter captioned *Hulme v. Livek, et al.*, No. 17CV04984 (the "*Hulme v. Livek*  
22 *Action*"). Also on February 6, 2017, Andrew Nathan and Hulme filed a motion for substitution,  
23 consolidation, and appointment as class representatives, which the parties briefed. The motion  
24 asked that Andrew Nathan be substituted for Ira Nathan, that the *Hulme* action be consolidated  
25  
26

1 with the *In re: Rentrak* Action, and that the Court certify the Class with Andrew Nathan and  
2 Hulme as class representatives.

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

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

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

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

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

21 On \_\_\_\_\_, for purposes of this Settlement only, the Court consolidated the *Hulme v.*  
22 *Livek* Action into the Action, certified the Class for settlement purposes only, and granted  
23

1 preliminary approval of the Settlement, ordering this Notice to be mailed to potential members of  
2 the Class.

3           The Court has not ruled as to whether Defendants are liable to Plaintiffs or to the Class.  
4 This Notice is not an expression of any opinion by the Court with respect to the truth of the  
5 allegations in the Action or the merits of the claims or defenses asserted. This Notice is solely to  
6 advise you of the proposed Settlement of the Action and your rights in connection with the  
7 Settlement.  
8

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

10           The Settlement, if approved, will result in the creation of a cash settlement fund of  
11 \$19,000,000 (the “Settlement Amount”). The Settlement Amount, plus accrued interest (the  
12 “Settlement Fund”) and minus the costs of this Notice and all costs associated with the  
13 administration of the Settlement, as well as any attorneys’ fees and expense award to Class  
14 Counsel that is approved by the Court (the “Net Settlement Fund”), will be distributed to Class  
15 members who submit valid and timely Proof of Claim forms (“Settlement Payment Recipients”)  
16 pursuant to the Plan of Allocation that is described in the next section of this Notice.  
17

18 **V. PLAN OF ALLOCATION**

19           Your share of the Net Settlement Fund will depend on how many shares of Rentrak  
20 common stock you held at the time of the closing of the Transaction, your sales of comScore  
21 stock, if any, after the Transaction closed, and the total number of valid Proofs of Claim that  
22 Class members send in.  
23

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



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

4 The Claims Administrator shall determine each Settlement Payment Recipient's *pro rata*  
5 share of the Net Settlement Fund based upon each Settlement Payment Recipient's "Recognized  
6 Claim." The Recognized Claim formula is not intended to be an estimate of the amount that a  
7 Class member might have been able to recover after a trial; nor is it an estimate of the amount  
8 that will be paid to Settlement Payment Recipients pursuant to the Settlement. The Recognized  
9 Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated  
10 to the Settlement Payment Recipients.  
11

#### 12 CALCULATION OF RECOGNIZED LOSS AMOUNTS

13  
14 Based on the formula stated below, a "Recognized Loss Amount" will be calculated for  
15 each share of comScore common stock acquired in the Transaction on January 29, 2016 in  
16 exchange for Rentrak common stock that is listed on the Proof of Claim and Release Form and  
17 for which adequate documentation is provided. If a Recognized Loss Amount calculates to a  
18 negative number under the formula below, that Recognized Loss Amount will be zero.

19 For each share of comScore common stock acquired in the Transaction on January 29,  
20 2016 in exchange for Rentrak common stock, and:  
21

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

24 (i) \$63.52 per share (representing the "standalone" value for Rentrak based  
25 on the discounted cash flow analysis performed by Goldman Sachs as part  
26 of its fairness opinion for the Transaction) minus

- 1 (ii) the sale price of comScore common stock multiplied by the 1.15 exchange  
2 ratio from the Transaction; and
- 3 (b) Held as of the close of trading on February 6, 2017, the Recognized Loss Amount  
4 will be:
- 5 (i) \$63.52 per share minus
- 6 (ii) comScore's closing stock price on February 6, 2017 of \$23.22 per share  
7 multiplied by the 1.15 exchange ratio.  
8

9 ADDITIONAL PROVISIONS

10 Ineligible Shares: Shares of comScore common stock purchased before or after the  
11 Transaction are not part of this Settlement.  
12

13 FIFO Matching: If a Class member has more than one purchase or sale of comScore  
14 common stock, purchases and sales will be matched on a first-in, first-out ("FIFO") basis. Post-  
15 Transaction sales of comScore common stock will be matched first against any pre-Transaction  
16 purchases, and then against purchases/acquisitions in chronological order, beginning with the  
17 earliest purchase/acquisition. Shares of comScore common stock acquired in the Transaction in  
18 exchange for Rentrak common stock are deemed to have been acquired after the market closed  
19 on January 29, 2016 at a price of \$63.52 per share. Purchases and sales of comScore common  
20 stock will be deemed to have occurred on the "trade" date as opposed to the "settlement" date.  
21

22 Short Sales: Under the Plan of Allocation, the Recognized Loss Amount on "short sales"  
23 is zero. For matching purposes, the date of covering a "short sale" is deemed to be the date of  
24 purchase of comScore common stock. The date of a "short sale" is deemed to be the date of sale  
25 of comScore common stock.  
26

1           Options: Option contracts are not securities eligible to participate in the Settlement. For  
2 matching purposes, with respect to shares of comScore common stock sold through the  
3 assignment or exercise of an option, the sale date of comScore common stock is the assignment  
4 or exercise date of the option and the sale price of comScore common stock is the greater of: (i)  
5 the exercise price of the option; or (ii) the closing stock price on the exercise date.  
6

7           Calculation of Settlement Payment Recipient's "Recognized Claim": A Settlement  
8 Payment Recipient's "Recognized Claim" under the Plan of Allocation will be the sum of his,  
9 her, or its Recognized Loss Amounts.

10           Determination of Distribution Amount: The Net Settlement Fund will be distributed to  
11 Settlement Payment Recipients on a pro rata basis based on the relative size of their Recognized  
12 Claims. Specifically, a "Distribution Amount" will be calculated for each Settlement Payment  
13 Recipient, which will be the Settlement Payment Recipient's Recognized Claim divided by the  
14 total Recognized Claims of all Settlement Payment Recipients, multiplied by the total amount in  
15 the Net Settlement Fund. If any Settlement Payment Recipient's Distribution Amount calculates  
16 to less than \$7.50, it will not be included in the calculation and no distribution will be made to  
17 that Settlement Payment Recipient.  
18

19           If there is any balance remaining in the Net Settlement Fund after six months from the  
20 initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds,  
21 uncashed checks or otherwise), Class Counsel shall, if feasible, reallocate such balance among  
22 Settlement Payment Recipients in an equitable fashion. These redistributions shall be repeated  
23 until the balance remaining in the Net Settlement Fund is no longer feasible to distribute to Class  
24 members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated  
25 to legal aid service providers in Oregon.  
26

1 Class members who do not submit acceptable Proofs of Claim will not share in the  
2 Settlement proceeds. However, the Settlement and the final Judgment releasing certain claims  
3 against the Defendants and other released parties (as defined below) and dismissing the Action  
4 with prejudice will nevertheless bind all Class members who do not request exclusion.  
5

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

17 Defendants, their respective counsel, and all other Released Rentrak Parties (defined  
18 herein) and Released comScore Parties (defined herein) will have no responsibility or liability  
19 whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement  
20 Fund, the Plan of Allocation or the payment of any claim. Plaintiffs and Class Counsel, likewise,  
21 will have no liability for their reasonable efforts to execute, administer, and distribute the  
22 Settlement.  
23

## 24 VI. RELEASES

### 25 A. Definitions

26 Under the terms of the Settlement:

1 Parties

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

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

10 “comScore” is comScore, Inc.

11 The “Individual Defendants” are William P. Livek, David Chemerow, Brent D.  
12 Rosenthal, Patricia Gottesman, William E. Engel, David Boylan, Anne MacDonald, Martin B.  
13 O’Connor and Ralph R. Shaw.  
14

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

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

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

20 The “Released Plaintiff Parties” are Plaintiffs, all members of the Class, and Plaintiffs’  
21 Counsel.  
22

23 The “Released Rentrak Parties” are the Individual Defendants and Rentrak, including  
24 Rentrak’s subsidiaries and affiliates, and each and all of their respective past or present officers,  
25 directors, employees, subsidiaries, insurers, co-insurers or reinsurers, attorneys, trustees,  
26 executors, heirs, spouses, marital communities, executors, or estates.

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

5 “Rentrak” is Rentrak Corporation.  
6

7 Related Actions

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

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

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

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

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

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

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

5  
6 Released Claims

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

1 to any alleged misrepresentations or omissions of material fact in the Registration Statement; or  
2 (ii) are asserted against the Rentrak Defendants in the Federal Securities Action. For avoidance  
3 of doubt, the Released Claims Against Rentrak Parties do not include any claim asserted in (a)  
4 the Oregon Section 11 Actions, (b) the Federal Derivative Actions, or (c) the Virginia Derivative  
5 Actions, against any of the current defendants in those actions or against any of the Released  
6 comScore Parties.  
7

8 The “Released Claims Against comScore Parties” means all claims, demands, disputes,  
9 damages, cause of action or liabilities of any kind, nature and character whatsoever (including  
10 but not limited to any claims for interest, attorneys’ fees, expert or consulting fees, and any and  
11 all other costs, expenses or liabilities whatsoever) that (a) arise from Plaintiffs’ or Class  
12 members’ capacity as former Rentrak shareholders; (b) are for aiding-and-abetting any alleged  
13 breaches of fiduciary duty by the Individual Defendants or aiding and abetting any other claim or  
14 cause of action included in the Released Claims Against Rentrak Parties; and (c) arise from or  
15 are related to the Transaction or this Action. For avoidance of doubt, the Released Claims  
16 Against comScore Parties do not include (a) any claim arising under federal law (whether  
17 asserted in state or federal court); (b) any claim asserted in (i) the Oregon Section 11 Actions, (ii)  
18 the Federal Derivative Actions, or (iii) the Virginia Derivative Actions against any of the current  
19 defendants in those actions or against any of the Released comScore Parties; or (c) any claim  
20 based on (i) any open-market purchase of comScore stock, or (ii) any acquisition of comScore  
21 stock other than through the exchange of Rentrak stock for comScore stock via the Transaction.  
22  
23

24 The “Released Claims Against Plaintiff Parties” means all claims (including Unknown  
25 Claims) arising out of or relating to the institution, prosecution, and resolution of This Action.  
26



1 The “Released Claims” are the Released Claims Against Rentrak Parties, the Released  
2 Claims Against comScore Parties, and the Released Claims Against Plaintiff Parties.

3 The “Released Parties” are the Released Plaintiff Parties, the Released Rentrak Parties,  
4 and the Released comScore Parties.

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

19  
20  
21  
22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
23 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
24 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
25 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
26 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,

1 finally, and forever settled and released any and all Released Claims, known or unknown,  
2 suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or  
3 unmatured, which now exist, may exist, or heretofore have existed, upon any theory of law or  
4 equity now existing or coming into existence in the future, including, but not limited to, conduct  
5 that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or  
6 rule, without regard to the subsequent discovery or existence of such different or additional facts.  
7 The Released Parties acknowledge that the inclusion of “Unknown Claims” in the definition of  
8 Released Claims was separately bargained for and is a key element of the Settlement.  
9

10 **B. Releases**

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

26 Upon entry of the Final Approval Order, Plaintiffs and each Class member, on behalf of  
themselves and any of their personal representatives, spouses, domestic partners, trustees, heirs,

1 executors, administrators, successors or assigns, shall be deemed to have, and by operation of the  
2 Judgment shall have, fully, finally, and forever released, relinquished and discharged all  
3 Released Claims Against comScore Parties against the Released comScore Parties, and shall be  
4 forever barred and enjoined from instituting, prosecuting, participating, continuing, maintaining  
5 or asserting any Released Claims Against comScore Parties against the Released comScore  
6 Parties, or assisting anyone in instituting, prosecuting, participating, continuing, maintaining or  
7 asserting any Released Claims Against comScore Parties against the Released comScore Parties,  
8 whether directly or indirectly, whether in the United States or elsewhere, whether on their own  
9 behalf or on behalf of any class or any other person, and regardless of whether or not such Class  
10 member executes and delivers a Proof of Claim.  
11

12           Upon entry of the Final Approval Order, each of the Released comScore Parties and each  
13 of the Released Rentrak Parties shall be deemed to have, and by operation of the Judgment shall  
14 have, fully, finally and forever released all Released Plaintiff Parties from all Released Claims  
15 Against Plaintiff Parties.  
16

## 17 **VII. REASONS FOR THE SETTLEMENT**

18           The Court has not reached any decisions regarding the merits of Plaintiffs' claims against  
19 Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was  
20 reached with the substantial assistance of Judge Layn R. Phillips (Ret.), a former United States  
21 District Court judge and a highly experienced mediator of complex class actions. In reaching the  
22 Settlement, the Parties have avoided the cost, delay and uncertainty of further litigation.  
23

24           As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did  
25 not agree to the Settlement. The Court already dismissed the claims against comScore once,  
26 albeit with leave to replead. Even if Plaintiffs succeeded in certifying a class, defeating summary  
judgment, and prevailing at trial, Defendants would likely file appeals that would postpone final

1 resolution of the case. Continuation of the case against Defendants could result in a judgment  
2 greater than the amount of this Settlement. There is a significant risk that Defendants would not  
3 have sufficient assets available to satisfy a judgment for the full amount of damages sought.  
4 Moreover, continuing the case could result in no recovery at all, or a recovery that is less than the  
5 amount of the Settlement.  
6

7 Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to the  
8 members of the Class. They have reached this conclusion for several reasons. Specifically, if the  
9 Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Class  
10 Counsel believe that the significant and immediate benefits of the Settlement, when weighed  
11 against the significant risk, delay and uncertainty of continued litigation, are an excellent result for  
12 the Class.  
13

14 Defendants have denied and continue to deny each and all of the claims and contentions  
15 alleged by Plaintiffs in the Action. Defendants expressly deny that they have committed any act  
16 or omission giving rise to any liability or violation of law whatsoever. In deciding to settle,  
17 Defendants have taken into account the uncertainty and risks inherent in any litigation, especially  
18 in complex cases such as this one. Defendants are entering into the Settlement solely to  
19 eliminate the uncertainties, burden, risk, expense and disruption of further litigation. The  
20 Settlement shall in no event be construed or deemed to be evidence of or an admission or  
21 concession on the part of any of the Defendants with respect to any claim, or of any fault or  
22 liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the  
23 Defendants have asserted or could have asserted in the Action.  
24  
25  
26

1 **VIII. CLASS ACTION DETERMINATION**

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

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

6 The Court's preliminary approval order appointed the law firms of Block & Leviton LLP  
7 and Andrews & Springer LLC as Class Counsel and Stoll Stoll Berne Lokting & Shlachter P.C.  
8 as Liaison Counsel to represent the Class. Class Counsel will apply to the Court for payment of  
9 attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for  
10 their work. If you want to be represented by your own lawyer, you may hire one at your own  
11 expense.  
12

13 Class Counsel will file a motion for an award of attorneys' fees and expenses that will be  
14 considered at the Fairness Hearing. Class Counsel will apply for an award of up to 33% of the  
15 Settlement Fund, or up to \$6,270,000, plus payment of expenses incurred in connection with the  
16 litigation of the Action in an amount not to exceed \$300,000, to be paid from the Settlement  
17 Fund. If awarded, these amounts will be paid out of the Settlement Fund; Class members are not  
18 personally liable for any such fees or expenses.  
19

20 The attorneys' fees and expenses requested will be the only payment to Class Counsel for  
21 their efforts in achieving this Settlement and for their risk in undertaking this representation on a  
22 wholly contingent basis. Class Counsel have committed significant time and expenses in  
23 litigating this case for the benefit of the Class. To date, Class Counsel have not been paid for  
24 their services in conducting this litigation on behalf of the Plaintiffs and the Class, or for their  
25 expenses. The fees requested will compensate Class Counsel for their work in achieving the  
26

1 Settlement. The Court will decide what constitutes a reasonable fee award and may award less  
2 than the amount requested by Class Counsel.

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

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

5 All Class members, regardless of whether they submit a Proof of Claim, shall be bound  
6 by all determinations and judgments in the consolidated actions, including the Judgment, unless  
7 they request exclusion from the Class. To request exclusion, you must, by \_\_\_\_\_ [45 days  
8 after mailing date] submit a written request for exclusion from the “*In re Rentrak Corporation*  
9 *Shareholders Litigation*, No. 15CV27429” (an “Opt-Out Request”) to the Claims Administrator  
10 at Rentrak Corporation Shareholders Litigation, Claims Administrator, P.O. Box 4234, Portland,  
11 OR 97208-4234 with copies served on Class Counsel and Defendants’ counsel at the following  
12 addresses:  
13

14 Jason M. Leviton  
15 Joel A. Fleming  
16 **BLOCK & LEVITON LLP**  
17 155 Federal Street, Suite 400  
18 Boston, MA 02110  
Ph: 617-398-5600  
Fx: 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.*

19 Peter B. Andrews  
20 Craig J. Springer  
21 David M. Sborz  
22 **ANDREWS & SPRINGER LLC**  
23 3801 Kennett Pike  
24 Building C, Suite 305  
Wilmington, DE 19807  
Ph: 302-504-4957  
Fx: 302-397-2681

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*

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

1 Your Opt-Out Request must provide: (a) an unambiguous request to be excluded from the  
2 Class (the phrase “I request to be excluded from the Class in *In re Rentrak Corporation*  
3 *Shareholders Litigation*, No. 15CV27429” shall suffice); (b) your full name, address, telephone  
4 number, signature, and the number of Rentrak shares beneficially owned by you that were  
5 converted to comScore stock on the closing of the Transaction; and (c) copies of account  
6 statements or other documentary evidence of the number of Rentrak shares beneficially owned  
7 by you that were converted to comScore stock upon the closing of the Transaction. If an Opt-  
8 Out Request does not comply with these requirements, it may be rejected by the Court.  
9

10 If you timely and validly request exclusion in compliance with these terms and are  
11 excluded from the Class, you shall not be a Class member, shall not be bound by the terms of the  
12 Settlement, and shall not be entitled to receive any payment from the Net Settlement Fund as  
13 described in this Notice.  
14

15 If you do not timely and validly request exclusion from the Class, you (a) shall have  
16 waived your right to be excluded from the Class in this or any other proceeding; (b) shall be fully  
17 and forever barred from requesting exclusion from the Class; (c) shall be bound by the  
18 provisions of the Stipulation and Settlement, including but not limited to the releases provided  
19 for therein, and (d) shall be fully and forever barred from commencing, maintaining or  
20 prosecuting any of the Released Claims Against Rentrak Parties against the Released Rentrak  
21 Parties or the Released Claims Against comScore Parties against the Released comScore Parties.  
22

### 23 **B. Class Members May Object To The Settlement**

24 If you are a Class member, you may object to the terms of the Settlement. Whether or  
25 not you object to the terms of the Settlement, you may also object to the requested attorneys’  
26 fees, costs and expenses, and/or the Plan of Allocation. In order for your objection to be

1 considered, you must file a signed statement with the Court, stating that you object to the  
2 proposed Settlement in the *In re Rentrak Corporation Shareholders Litigation*, No. 15CV27429.  
3 You must include your name, address, daytime telephone number, signature, and proof of Class  
4 membership, and you must state the reasons for your objection, including any evidence or legal  
5 authority you have to support your objection, as well as a sworn statement that neither you nor  
6 your counsel, if you are represented, will accept any payment or other consideration in exchange  
7 for forgoing or withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from  
8 a judgment approving the Settlement.  
9

10 Your objection must be filed with the Court and mailed to Class Counsel and each of  
11 Defendants' counsel, whose addresses are listed in Section I.X.A above, by \_\_\_\_\_ [21 calendar  
12 days before Fairness Hearing]. The Court's address is Clerk of the Court, Multnomah County  
13 Circuit Court, 1021 S.W. Fourth Ave, Portland, OR 97204.  
14

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



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  
14

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

18 **XII. SUBMITTING A CLAIM**

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

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

12 Rentrak Corporation Shareholders Litigation  
13 Claims Administrator  
14 P.O. Box 4234  
15 Portland, OR 97208-4234  
<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**

20  
21  
22  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

--

11 Street Address:

--

12 City:

13 State:

14 Zip Code:

--	--	--

15 Foreign Province and Postal Code:

16 Country:

--	--

17 Email Address:

18 Telephone No.:

--	--

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

--

20 Taxpayer Identification Number for Beneficial Owner(s)

21 Social Security No. (for individuals):

22 Taxpayer Identification No.:

--	--

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):

14

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1 **Claim Form**

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- In the space provided on the following page, supply all required details of (a) the exchange of your Rentrak common stock for comScore common stock and (b) your transaction(s) in comScore common stock after the Transaction closed on January 29, 2016. If you need more space, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
  - Please provide all of the requested information with respect to **all** of your purchases, acquisitions, and sales of comScore common stock after January 29, 2016 through February 6, 2017, whether such transactions resulted in a profit or loss. Failure to report all such transactions may result in the rejection of your claim.
  - List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.
  - You must submit documentation that you held Rentrak common shares that were converted to common shares of comScore as well as of your trading history in comScore common shares after the Transaction closed through February 6, 2017. Acceptable documentation may include: (a) monthly stock brokerage or other investment account statements; (b) trade confirmation slips; (c) a signed letter from your broker on firm letterhead verifying the information you are providing; or (d) other equivalent proof of your transactions. **Do not send originals.** Broker confirmations or other documentation of your transactions should be attached to your claim. Failure to provide this documentation could delay verification or your claim or result in rejection of your claim.
  - The requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional 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  
 none, write "zero" or "0"; if other than zero, this must be documented):

3 \_\_\_\_\_ shares

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

6 \_\_\_\_\_ shares

7  
 8 List each individual purchase, acquisition, sale, or disposition of comScore common stock from  
 9 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)
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

19 How many shares of comScore common stock did you hold as of the open of trading on February  
 20 7, 2017?

21 \_\_\_\_\_ shares



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.

18 **Please review the following release of claims against Defendants and sign below on page \_\_.**

19 I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and  
20 forever settle, release, relinquish and discharge all of the Released Claims Against Rentrak  
21 Parties (defined below) against each and all of the Released Rentrak Parties (defined below) and  
22 all of the Released Claims Against comScore Parties (defined below) against each and all of the  
23 Released comScore Parties (defined below) as contemplated in the Stipulation.

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

The Stipulation defines those key terms as follows:

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

The “Federal Derivative Actions” means *Wayne County Employees’ Retirement System v. 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.).

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

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

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

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

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

13 The “Released Claims Against Rentrak Parties” means any and all claims, demands,  
14 disputes, rights, damages, causes of action, or liabilities of any kind, nature, and character  
15 whatsoever (including but not limited to any claims for interest, attorneys’ fees, expert or  
16 consulting fees, any and all other costs, expenses or liabilities whatsoever), including both  
17 known claims and Unknown Claims (defined below), whether based on federal, state, local, or  
18 foreign statutory law or common law, or any other law, rule or regulation, whether fixed or  
19 contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or  
20 unliquidated, whether direct, representative, class or individual in nature (including, but not  
21 limited to, any claims arising under federal or state statutory or common law or any other law,  
22 rule or regulation, including the law of any jurisdiction outside the United States, and including  
23 any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any  
24 other provision of the federal or state securities laws and any rule or regulation issued pursuant  
25 thereto, or relating to alleged fraud, breach of care, breach of loyalty, breach of fiduciary duty  
26 however labeled, misrepresentation or omission, negligence or gross negligence, quasi-appraisal,  
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.

24 The “Released Claims Against comScore Parties” means all claims, demands, disputes,  
25 damages, causes of action or liabilities of any kind, nature and character whatsoever (including  
26 but not limited to any claims for interest, attorneys’ fees, expert or consulting fees, and any and  
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  
cause of action included in the Released Claims Against Rentrak Parties; and (c) arise from or

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

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

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

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

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

27 The Released Parties may hereafter discover facts in addition to or different from those  
28 that any of them now know or believe to be true related to the subject matter of the Released  
29 Claims, but the Released Parties shall be deemed to have, and by operation of the Judgment shall  
30 have, fully, finally, and forever settled and released any and all Released Claims, known or  
31 unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed,  
32 matured or unmatured, which now exist, may exist, or heretofore have existed, upon any theory  
33 of law or equity now existing or coming into existence in the future, including, but not limited to,  
34 conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty,  
35 law or rule, without regard to the subsequent discovery or existence of such different or  
36 additional facts. The Released Parties acknowledge that the inclusion of “Unknown Claims” in

1 the definition of Released Claims was separately bargained for and is a key element of the  
2 Settlement.

3 This release shall be of no force or effect unless and until the Court approves the  
4 Stipulation and it becomes effective on the Effective Date.  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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.  
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.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT B**

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

**ORDER GRANTING FINAL  
APPROVAL OF CLASS  
ACTION SETTLEMENT**

Assigned to Judge Litzenberger

1 WHEREAS, the parties to the above-entitled consolidated action (the “Action”) entered  
2 into a Stipulation of Settlement dated May 12, 2017 (the “Stipulation”), which sets forth the  
3 terms and conditions for the Settlement of claims alleged in the Action; and the Court having  
4 read and considered the Stipulation and the accompanying documents; and the parties to the  
5 Stipulation having consented to the entry of this Order;

6 WHEREAS, on \_\_\_\_\_, 2017, the Court entered its Order Consolidating Actions,  
7 Certifying Class, Preliminarily Approving Settlement, and Providing For Notice (“Preliminary  
8 Approval Order”), which, *inter alia*, certified the Class, preliminarily approved the Settlement,  
9 approved the form and manner of notice to the Class of the Settlement, and said notice having  
10 been provided to the Class, and a fairness hearing having been held; and

11 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and  
12 proceedings herein, and it appearing to the Court upon examination that the Settlement set forth  
13 in the Stipulation is fair, reasonable and adequate, and upon a Fairness Hearing having been held  
14 after notice of the Settlement to the Class to determine if the Settlement is fair, reasonable, and  
15 adequate and whether this Judgment should be entered in the Action, **IT IS HEREBY**  
16 **ORDERED**, this \_\_\_ day of \_\_\_\_\_ 2017, that:

17  
18 1. **Defined Terms.** Except for terms defined herein, the definitions in the Stipulation  
19 are adopted and incorporated for purposes of this Order.

20  
21 2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and  
22 over all of the Parties and all members of the Class.

23 3. **Notice.** The Court finds that the form, content, and method of dissemination of  
24 the Notice were all implemented in accordance with the Court’s Preliminary Approval Order  
25 and:  
26



- a. constituted the best notice practicable under the circumstances;
- b. were reasonably calculated, under the circumstances, to apprise Class members of: (i) the proposed Settlement; (ii) their right to object to any aspect of the proposed Settlement; (iii) their right to appear at the Fairness Hearing, either on their own or through counsel hired at their own expense, if they were not excluded from the Class; and (iv) the binding effect of this Judgment and all other orders and proceedings in the Action on all Class members;
- c. constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and
- d. fully satisfied all applicable requirements of Oregon law, due process and any other applicable law.

4. **Certification of a Settlement Class.** The Court has found that Andrew Nathan, John Hulme and Class Counsel fairly protected and adequately represented the interests of the Class and that the requirements of ORCP 32 are satisfied with respect to the Class. The Court certified the Class in its Preliminary Approval Order. The persons or entities that timely submitted valid requests for exclusion from the Class are set forth in Exhibit 1 to the Judgment. The persons or entities listed on Exhibit 1 are not bound by the Settlement or the Judgment, and such persons are not entitled to any rights or benefits provided to Class members by the terms of the Settlement and this Order.

5. **Plan of Allocation.** The Court finds that the Plan of Allocation, which is set forth in the Notice to Class members, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class members, with due consideration having been given to administrative convenience and necessity.

6. **Final Approval of Settlement.** The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class and the Parties. Accordingly, the Settlement is finally approved in its entirety. The Parties are hereby directed to effectuate the Settlement according to the terms of the Stipulation. The Parties and all Class members are hereby bound by this Final Order, the Judgment, and by the terms of the Settlement as set forth in the

1 Stipulation. The Parties are to bear their own costs. The class representatives and Class Counsel  
2 have fairly and adequately represented the interest of the Class members in connection with the  
3 Settlement, and the Stipulation was entered into by the Parties at arm's length and in good faith.

4 **7. Releases.**

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

17 8. Upon entry of this Final Approval Order, Plaintiffs and each Class member, on  
18 behalf of themselves and any of their personal representatives, spouses, domestic partners,  
19 trustees heirs, executors, administrators, successors or assigns, shall be deemed to have, and by  
20 operation of the Judgment shall have, fully, finally, and forever released, relinquished and  
21 discharged all Released Claims Against comScore Parties against the Released comScore Parties,  
22 and shall be forever barred and enjoined from instituting, prosecuting, participating, continuing,  
23 maintaining or asserting any Released Claims Against comScore Parties against the Released  
24 comScore Parties, or assisting anyone in instituting, prosecuting, participating, continuing,  
25 maintaining or asserting any Released Claims Against comScore Parties against the Released  
26 comScore Parties, whether directly or indirectly, whether in the United States or elsewhere,

1 whether on their own behalf or on behalf of any class or any other person, and regardless of  
2 whether or not such Class member executes and delivers a Proof of Claim.

3 9. Upon entry of this Final Approval Order, each of the Released comScore Parties  
4 and each of the Released Rentrak Parties shall be deemed to have, and by operation of the  
5 Judgment shall have, fully, finally and forever released all Released Plaintiff Parties from all  
6 Released Claims Against Plaintiff Parties. For the avoidance of doubt, nothing in this Stipulation  
7 is intended to, nor shall it be deemed to, release any claim that the Defendants have, or any other  
8 person has, against any of their insurers.

9 10. The Released Rentrak Parties shall be responsible for moving to dismiss any  
10 claims asserted against them in the Federal Securities Action, if any such claims are still  
11 pending, on the basis of this Order and shall do so within ten business days of this Order.

12 11. The "Effective Date" shall be the date on which all of the following conditions  
13 have occurred: (a) Defendants have made or caused to be made the Settlement Payment; (b) the  
14 Judgment has become Final; and (c) all Released Claims Against Rentrak Parties asserted by  
15 Class members against the Released Rentrak Parties in the Federal Securities Action have been  
16 dismissed with prejudice and such dismissal with prejudice has become Final. Upon the  
17 occurrence of all of the events referenced in this paragraph, any and all remaining interest or  
18 right of the Defendants in or to the Settlement Fund, if any, shall be absolutely and forever  
19 extinguished.

20 12. Neither the Stipulation nor the Settlement, nor any act performed or document  
21 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be  
22 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the  
23 validity of any Released Claim; (b) is or may be deemed to be, or may be used, as a presumption,  
24 concession, or admission of, or evidence of, any fault or omission of any of the Released Parties  
25 in any civil, criminal or administrative proceeding in any court, administrative agency or other  
26 tribunal; or (c) is or may be deemed to be an admission or evidence that any claims or defenses  
asserted by any Party were either valid or not valid in any civil, criminal or administrative

1 proceeding. comScore and the Released Rentrak Parties may file the Stipulation and/or the  
2 Judgment, or refer to them, in any action that may be brought against them in order to support a  
3 defense or counterclaim based on principles of res judicata, collateral estoppel, release, good  
4 faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue  
5 preclusion or similar defense or counterclaim. The Released Rentrak Parties may file the  
6 Stipulation, Plaintiffs' motion seeking preliminary approval of the Settlement, the Preliminary  
7 Approval Order, the Notice, the Final Approval Order, the Judgment and/or any other papers  
8 concerning or describing the Settlement and/or the releases provided therein, in the Federal  
9 Securities Action in moving to dismiss the Released Claims Against Rentrak Parties asserted  
10 against them in the Federal Securities Action, if any such claims are still pending, on the basis of  
11 this Order and the Judgment. Any Party may file this Judgment in any action that may be  
12 brought to enforce the terms of the Stipulation or the Judgment and specifically may be filed by  
13 the Released comScore Parties or the Released Rentrak Parties in any subsequent insurance  
14 coverage litigation.

15 13. If the Settlement set forth in the Stipulation fails to become effective in  
16 accordance with its terms: (a) the Parties shall be restored to their respective positions in This  
17 Action as of April 14, 2017; (b) the terms and provisions of the Stipulation shall have no further  
18 force and effect with respect to the Parties and shall not be used in This Action or in any other  
19 proceeding for any purpose; (c) this Judgment and any other order entered by the Court in  
20 accordance with the terms of the Stipulation shall be treated as vacated; and (d) within fifteen  
21 (15) business days of the termination, Plaintiffs shall cause to be returned to the Defendants  
22 and/or their insurers, the Settlement Fund, in proportion to the amount each contributed to the  
23 Settlement Amount, less expenses which have either been disbursed pursuant to the Stipulation,  
24 or are determined to be actually incurred and chargeable to the Settlement Fund, along with an  
25 itemization and description of any and all expenses which have been disbursed from the  
26 Settlement Fund.

1           14.    **Attorneys' Fees and Expenses.** The Court hereby awards attorneys' fees of  
2 \$ \_\_\_\_\_, plus expenses in the amount of \$ \_\_\_\_\_, together with the interest earned  
3 thereon for the same time period and at the same rate as that earned on the Settlement Fund until  
4 paid, to be paid from the Settlement Fund. The Court finds that (a) Plaintiffs' Counsel have  
5 complied with all requirements of ORCP 32 M; and (b) the amount of fees and expenses  
6 awarded is fair and reasonable given (i) the time and effort expended by the attorney in the  
7 litigation, including the nature, extent, and quality of the services rendered; (ii) the results  
8 achieved and benefits conferred upon the class; (iii) the magnitude, complexity, and uniqueness  
9 of the litigation; (iv) the contingent nature of success; and (v) other appropriate criteria in Rule  
10 1.5 of the Oregon Rules of Professional Conduct. Lead Counsel shall allocate the attorneys' fees  
11 amongst Plaintiffs' Counsel in a manner consistent with agreements amongst Plaintiffs' Counsel  
12 and which they in good faith believe reflects the contributions of such counsel to the prosecution  
13 and settlement of the Action. The awarded attorneys' fees and expenses and interest thereon  
14 shall be paid from the Settlement Fund as set forth in the Stipulation. The Defendants shall have  
15 no obligation with respect to the payment of any attorneys' fees and expenses.

16           15.    Any order(s) regarding the Plan of Allocation, an award of attorneys' fees or  
17 expenses, or any appeal modification or change thereof, shall in no way disturb or affect the  
18 finality of this Final Approval Order or the Judgment and shall be considered separate from this  
19 Final Approval Order and the Judgment.

20           16.    All agreements made and orders entered during the course of This Action relating  
21 to the confidentiality of information, including, but not limited to, the Stipulated Protective Order  
22 for the Exchange and Production of Confidential Information, dated December 16, 2015, shall  
23 survive this Stipulation.

24           17.    **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any  
25 way, the Court retains exclusive jurisdiction over the Action and: (a) implementation of this  
26 Settlement and any award or distribution of the Settlement Fund, including interest earned  
thereon; (b) disposition of the Settlement Fund; (c) matters concerning the award of attorneys'

1 fees and expenses and any interest thereon; and (d) all parties hereto for the purpose of  
2 construing, enforcing, and administering the Stipulation.  
3

4 Good cause being shown, it is SO ORDERED:  
5  
6  
7 \_\_\_\_\_  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT C**

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

**GENERAL JUDGMENT**

Assigned to Judge Litzenberger

By Order dated this \_\_\_\_ day of \_\_\_\_\_, 2017, the Court certified the Class in this consolidated action (the “Action”). The Class consists of all record and beneficial holders of Rentrak Corporation whose Rentrak shares were converted to comScore stock when the Transaction closed, including any and all of their predecessors, representatives, trustees, executives, heirs, assigns or transferees, immediate and remote, and any person acting for or on behalf of, or claiming under any of them and each of them. Excluded from the Class are (a) Defendants, their affiliates, successors-in-interest, predecessors, representatives, trustees, executors, heirs, assigns or transferees, immediate and remote, and any person acting for or on behalf of, or claiming under any of them and each of them; and (b) the Opt-Out Members listed on Exhibit 1 attached hereto, who would otherwise be Class members but excluded themselves

1 from the Class by submitting a valid and timely request for exclusion in accordance with the  
2 requirements set forth in the Notice of Proposed Class Action Settlement.

3 Pursuant to the Court's Order Granting Final Approval of Class Action Settlement signed  
4 this \_\_\_\_ day of \_\_\_\_\_, 2017, and entered in the Action,

5 IT IS HEREBY ORDERED AND ADJUDGED that

6 (1) All claims asserted in the Action by Plaintiffs are dismissed with prejudice;

7 (2) All claims asserted in the Action on behalf of the Class are dismissed with  
8 prejudice;

9 (3) The Court retains continuing jurisdiction for the limited purpose of implementing  
10 and enforcing the Stipulation and the Order Granting Final Approval of Class Action Settlement  
11 signed \_\_\_\_\_, 2017.

12 (4) Plaintiffs and each of the Class members shall be deemed to have, and by  
13 operation of this General Judgment shall have, fully, finally and forever released, relinquished  
14 and discharged all Released Claims against the Released Parties.

15 IT IS SO ADJUDGED:  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26