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

IRA S. NATHAN

Plaintiffs,

v.

SERGE MATTA, et al.,

Defendants.

Lead Case No. 16CV32458

STIPULATION OF SETTLEMENT

Assigned to Hon. Jerry B. Hodson

1 This Stipulation of Settlement dated July 16, 2018 (the “Stipulation”) is made and entered
2 into by and among the following “Settling Parties”: defendant Ernst & Young LLP (“EY”), class
3 representative John Hulme (“Hulme”), and plaintiff Andrew B. Nathan, as Trustee for the Ira S.
4 Nathan Revocable Trust (“Andrew Nathan” collectively with Hulme, “Plaintiffs”), on behalf of
5 themselves and the Class (defined below), by and through their respective counsel of record, in
6 the above-captioned action (the “Action”).

7 **I. THE LITIGATION**

8 On September 29, 2015, comScore, Inc. (“comScore”) and Rentrak Corporation
9 (“Rentrak”) announced an all-stock merger of the two companies (the “Transaction”).

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

16 On October 30, 2015, comScore and Rentrak filed a joint proxy statement/prospectus
17 with the United States Securities and Exchange Commission (“SEC”) on Form S-4 (the
18 “Registration Statement”). The Registration Statement was amended (via Form S-4/A) on
19 December 7, 2015, and declared effective by the SEC on December 23, 2015. The Registration
20 Statement provided, among other things, certain historical consolidated financial data for
21 comScore from 2012 through 2014 derived from comScore’s audited consolidated financial
22 statements for the year ended December 31, 2014, which were incorporated by reference, and
23 certain historical consolidated financial data for comScore from 2010 through 2011 derived from
24 comScore audited consolidated financial statements, which were not incorporated by reference.
25 The Registration Statement also provided interim financial information for the nine months
26

1 ended September 30, 2014 and 2015 derived from comScore’s unaudited condensed consolidated
2 financial statements, which were incorporated by reference.

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

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

10 On March 10, 2016, Elliot Sommer filed a complaint in the United States District Court
11 for the Southern District of New York asserting federal securities claims against comScore,
12 Serge Matta, and Melvin Wesley III, captioned *Sommer v. comScore, Inc., et al.*, No. 1:16-cv-
13 01820 (the “*Federal Securities Action*”).

14 On October 3, 2016, Ira Nathan, as Trustee for the Ira S. Nathan Revocable Trust, filed a
15 Class Action Complaint (the “*Nathan Section 11 Action*”) in this Court alleging violations of
16 Section 11 of the Securities Act of 1933 (the “*Securities Act*”) on behalf of the Class against EY,
17 comScore directors Serge Matta (“Matta”), Magid M. Abraham, Gian M. Fulgoni, Russell
18 Fradin, William J. Henderson, William Katz, Ronald J. Korn, and Joan Lewis (collectively, the
19 “comScore Director Defendants”), and comScore’s chief financial officer Melvin Wesley III
20 (“Wesley,” and collectively with the comScore Director Defendants, the “Individual
21 Defendants,” and collectively with EY, the “Defendants”).

22 On October 12, 2016, comScore, Matta, and Wesley filed, in the *Federal Securities*
23 *Action*, a Motion To Stay Discovery In State Actions, which the parties briefed. That motion
24 asked the United States District Court for the Southern District of New York to stay all discovery
25 in, among other cases, the *Nathan Section 11 Action* relating to the claims against comScore,
26 Matta, and Wesley in the *Federal Securities Action*.

1 On October 19, 2016, the lead plaintiffs in the *Federal Securities Action* amended their
2 complaint to, among other things, add claims against all defendants named in the *Nathan Section*
3 *11 Action* except EY.

4 On October 27, 2016, the Honorable John J. Koeltl of the United States District Court for
5 the Southern District of New York denied comScore's, Matta's, and Wesley's Motion To Stay
6 Discovery In State Actions.

7 On November 2, 2016, Plaintiffs served their First Set of Requests for Production of
8 Documents Directed to all Defendants, which the Individual Defendants and EY responded to on
9 April 25, 2017.

10 On November 7, 2016, the comScore Director Defendants, with the consent of Wesley
11 and EY, removed the *Nathan Section 11 Action* to the United States District Court for the
12 District of Oregon, Portland Division.

13 On November 8, 2016, the comScore Director Defendants, with the consent of Wesley
14 and EY, filed a motion to transfer the *Nathan Section 11 Action* to the United States District
15 Court for the Southern District of New York, which the parties briefed.

16 On November 10, 2016, Ira Nathan filed a Motion to Remand to State Court seeking
17 remand of the *Nathan Section 11 Action* from the United States District Court for the District of
18 Oregon to this Court, which the parties briefed.

19 On January 5, 2017, Hulme sent pre-litigation demand notices under ORCP 32 H to
20 Defendants in the *Nathan Section 11 Action*.

21 On January 16, 2017, Ira Nathan died.

22 On January 23, 2017, Andrew Nathan filed an unopposed motion to substitute for Ira
23 Nathan in the *Nathan Section 11 Action*.

24 On January 31, 2017, the United States District Court for the District of Oregon granted
25 Andrew Nathan's motion to substitute for Ira Nathan in the *Nathan Section 11 Action*.

26 On March 10, 2017, the United States District Court for the District of Oregon held a
hearing on the cross-motions on remand and to transfer the *Nathan Section 11 Action* to the

1 United States District Court for the Southern District of New York. At the hearing, the Court
2 denied the motion to transfer and took the motion to remand under advisement.

3 On March 14, 2017, the United States District Court for the District of Oregon remanded
4 the *Nathan Section 11 Action* back to this Court.

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

9 On April 24, 2017, the comScore Director Defendants, Wesley, and EY each filed
10 motions to dismiss the complaints filed in the *Nathan Section 11 Action* and the *Hulme Section*
11 *11 Action*, which the parties briefed.

12 On May 3, 2017, the comScore Director Defendants, EY, and Wesley each filed motions
13 for a protective order staying all discovery pending the outcome of the motions to dismiss, which
14 the parties briefed. Later on May 3, 2017, Plaintiffs filed a motion to compel production of
15 documents from all Defendants, which the parties also briefed.

16 On June 27, 2017, Plaintiffs, EY, and the Individual Defendants submitted to the Court a
17 Joint Submission Regarding Scheduling.

18 On June 28, 2017, the Court heard oral argument on the cross-motions for protective
19 order and motion to compel. Following oral argument, the Court denied the motions for
20 protective order and granted Plaintiffs’ motion to compel, requiring Defendants to begin a rolling
21 production of documents within thirty days.

22 On July 6, 2017, the Court entered a Lead Case Order Pursuant to UTCR 2.090(2)
23 acknowledging the previous consolidation of the *Nathan Section 11 Action* and the *Hulme*
24 *Section 11 Action* into a single action (the “*Action*”) and requiring that the files of these
25 consolidated actions be maintained in one file under Multnomah County Circuit Court, Lead
26 Case No. 16cv32458. Later on July 6, 2017, the Court entered a Scheduling Order to govern

1 proceedings in the Action including, among other things, setting trial for January 22, 2019, and
2 running through February 5, 2019.

3 On July 28, 2017, the comScore Director Defendants and EY began a rolling production
4 of confidential documents to Plaintiffs. The comScore Director Defendants produced over 9,562
5 pages of documents and EY produced 169,449 pages of documents, respectively.

6 On or around August 1, 2017, Plaintiffs served a Subpoena *Ad Testificandum* and *Duces*
7 *Tecum* on non-party Joseph Quinn, former Vice President of Revenue Accounting and
8 Operations at comScore.

9 On August 4, 2017, the Court held a hearing on Defendants' motions to dismiss. The
10 Court denied all Defendants' motions to dismiss.

11 Later on August 4, 2017, Joan Lewis, former comScore Chairman of the Board, produced
12 confidential documents in response to Plaintiffs' first request for the production of documents.
13 Ms. Lewis produced 1,849 pages of documents.

14 On August 7, 2017, non-party AlixPartners LLP ("AlixPartners"), forensic accountant to
15 the comScore Audit Committee, produced confidential documents in connection with the
16 Subpoena *Duces Tecum* served by Plaintiffs on or around May 16, 2017. AlixPartners produced
17 122 pages of documents.

18 On August 9, 2017, Plaintiffs filed a motion to compel production from the Individual
19 Defendants and comScore concerning the investigation period documents and documents
20 produced in the *Nathan Rentrak Action*, which the parties briefed.

21 On August 18, 2017, the Court entered the Stipulated Protective Order for the Exchange
22 and Production of Confidential Information (the "Protective Order").

23 On August 23, 2017, Grant Thornton LLP ("Grant Thornton"), accounting advisor of
24 Rentrak, produced confidential documents to Plaintiffs under a Subpoena *Duces Tecum* served
25 by Plaintiffs on or around August 14, 2017. Grant Thornton produced over 16,558 pages of
26 documents.

1 On August 24, 2017, J.P. Morgan Securities LLC (“J.P. Morgan”), financial advisor to
2 comScore, began a rolling production of confidential documents to Plaintiffs in connection with
3 a Subpoena *Duces Tecum* served by Plaintiffs on or around August 15, 2017. J.P. Morgan
4 produced over 47,032 pages of documents.

5 On August 21, 2017, the comScore Director Defendants produced additional confidential
6 documents to Plaintiffs.

7 On August 30, 2017, the Court entered the Order denying Defendants’ motions to dismiss
8 as articulated at the hearing held on August 4, 2017.

9 Also, on August 30, 2017, Plaintiffs served their Second Set of Requests for Production
10 of Documents to EY, which EY provided responses and objections to on October 2, 2017.

11 On September 7, 2017, non-party Goldman, Sachs & Co. (“Goldman Sachs”), financial
12 advisor to Rentrak, produced confidential documents to Plaintiffs in connection with a Subpoena
13 *Duces Tecum* served by Plaintiffs on or around August 14, 2017. Goldman Sachs produced
14 76,663 pages of documents.

15 On September 11, 2017, comScore issued a press release announcing that it had reached
16 an agreement-in-principle to settle the claims asserted in the *Federal Securities Action* for \$110
17 million.

18 On September 12, 2017, Judge Marilyn E. Litzenberger, of the Circuit Court for
19 Multnomah County, granted final approval of the settlement in the *Nathan Rentrak Action*,
20 which the parties settled for \$19,000,000.00.

21 On September 25, 2017, the Court entered an order granting Plaintiffs’ motion to compel
22 production from the Individual Defendants and comScore concerning the investigation period
23 documents and documents produced in the *Nathan Rentrak Action*.

24 On or around September 18, 2017, Plaintiff served Subpoenas *Ad Testificandum* to non-
25 parties David Chemerow and Michelle Spencer.

26 On September 25, 2017, EY and the Individual Defendants filed their Answers and
Affirmative Defenses to the class action complaint filed in the Action.

1 Also on September 25, 2017, EY produced additional confidential documents to
2 Plaintiffs.

3 Later still, on September 25, 2017, Plaintiff Hulme filed his Motion for Class
4 Certification in the Action, certifying the Class and also seeking appointment of Hulme as the
5 class representative (“Class Representative”) and Block & Leviton LLP and Andrews & Springer
6 LLC as class counsel (“Class Counsel”), and Stoll Stoll Berne Lokting & Shlachter P.C. as
7 liaison counsel, which the parties briefed.

8 Between October 10, 2017 and January 29, 2018, non-party comScore made thirteen
9 productions of confidential documents to Plaintiffs. Non-party comScore produced over 584,916
10 pages of documents.

11 On October 11, 2017, Defendants took the deposition of Plaintiff Hulme.

12 On October 19, 2017, Plaintiffs served their Third Set of Requests for Production of
13 Documents to EY, to which EY provided its responses and objections on November 21, 2017.
14 Also, on October 19, 2017, Plaintiffs served their notice of Second Subpoena *Duces Tecum* to
15 non-party comScore.

16 On October 25, 2017, EY produced additional confidential documents to Plaintiffs.

17 On December 5, 2017, and February 14, 2018, the Court held hearings on Plaintiff
18 Hulme’s motion for class certification. Following the December 5, 2017 hearing, the court
19 deferred ruling on the motion for class certification pending developments on the proposed
20 settlement in the *Federal Securities Action* and set an additional hearing for February 14, 2018.

21 On December 22, 2017, Plaintiffs served Subpoenas *Duces Tecum* on non-parties
22 Pandora Media, Inc. and Tivo Corporation f/k/a Rovi Corporation.

23 On January 12, 2018, the parties to the *Federal Securities Action* announced the entry
24 into a Stipulation and Agreement of Settlement to settle that action and filed a motion for
25 preliminary approval of that settlement.

26 On January 16, 2018, non-party Charles Smith, former Senior Director, Head of Internal
Audit, produced confidential documents to Plaintiffs in response to a Subpoena *Ad*

1 *Testificandum* and *Duces Tecum* served by Plaintiffs on or around September 7, 2017. Mr. Smith
2 produced over 106 pages of documents.

3 On January 24, 2018, non-party Rovi Coporation produced confidential documents to
4 Plaintiffs in connection with a Subpoena *Duces Tecum* served by Plaintiffs on December 22,
5 2017. Rovi Corporation produced over 100 pages of documents.

6 On or about January 26, 2018, the Parties began discussions regarding a possible
7 resolution of the *Nathan Section 11 Action* and scheduling a mediation in March 2018. The
8 parties agreed to schedule a mediation with the Honorable Layn R. Phillips, a retired United
9 States District Court judge, for March 26, 2018.

10 On January 26, 2018, the comScore Director Defendants produced additional confidential
11 documents to Plaintiff.

12 On January 29, 2018, the Honorable John G. Koeltl of the U.S. District Court for the
13 Southern District of New York granted preliminary approval of the settlement (the “Federal
14 Settlement”) in the *Federal Securities Action*.

15 On January 30, 2018, Plaintiffs filed a motion to compel production of documents
16 concerning the termination of EY’s auditing relationship with comScore, which the parties
17 briefed.

18 On February 7, 2018, pursuant to ORCP 39 C(6), Plaintiffs issued a deposition notice to
19 EY, which EY provided its objections to on March 2, 2018.

20 On February 14, 2018, following additional oral argument by the parties on class
21 certification, the Court granted Plaintiffs’ Motion for Class Certification with respect to EY only.
22 The Court entered the formal order on March 12, 2018.

23 Also, on February 21, 2018, EY produced additional confidential documents to Plaintiffs.

24 On February 22, and February 23, 2018, Plaintiffs and other parties took the deposition of
25 David Chemerow, former Chief Financial Officer and Secretary of Rentrak and former Chief
26 Revenue Officer and Chief Financial Officer of comScore post-merger.

1 On March 3, 2018, non-party, CrossCountry Consulting LLC (“CrossCountry
2 Consulting”) produced confidential documents to Plaintiffs in connection with a Subpoena
3 *Duces Tecum* served by Plaintiffs on or around September 26, 2017. CrossCountry Consulting
4 produced over 7,956 pages of documents.

5 Between March 5-6, 2018, EY produced additional confidential documents to Plaintiffs,
6 including confidential materials in connection with the SEC investigation of comScore.

7 On March 8, 2018, Plaintiffs and other parties deposed Michelle Spencer, former Chief
8 Accounting Officer at Rentrak and former Deputy Chief Financial Officer and Chief Accounting
9 Officer at comScore.

10 On March 12, 2018, the Court entered the implementing order submitted by Plaintiffs and
11 EY, which defined the Class as set forth herein, appointed Hulme as Class Representative and
12 his selected counsel as Class Counsel.

13 Also on March 12, 2018, the Settling Parties exchanged mediation statements.

14 Between March 14-16, 2018, EY produced additional confidential documents to
15 Plaintiffs.

16 On March 21, 2018, Plaintiffs filed a motion to compel and for a scheduling order
17 concerning deposition testimony by EY and Diane Eversole, a partner of EY, which Plaintiffs
18 subsequently withdrew on April 5, 2018 following an agreement between the parties.

19 On March 22, 2018, Plaintiffs filed a motion to compel production of internal
20 investigation documents given to EY, which the parties briefed.

21 On March 26, 2018, the Settling Parties attended a mediation session with Judge Phillips.
22 During an all-day mediation, the Settling Parties negotiated in good-faith, at arms-length in an
23 attempt to settle the Action. The mediation was unsuccessful, but the Settling Parties continued
24 to negotiate a possible resolution of the Action over the following weeks.

25 On or around March 30, 2018, Plaintiffs issued a Subpoena *Ad Testificandum* to non-
26 party David Kay of CrossCountry Consulting.

1 On April 10, 2018, the comScore Director Defendants produced additional confidential
2 documents to Plaintiffs to replace documents that had been clawed-back pursuant to the Court's
3 protective order.

4 On April 15, 2018, as a result of post-mediation communications conducted through
5 Judge Phillips, the Settling Parties reached an agreement-in-principle to settle the Action.

6 On April 18, 2017, the Settling Parties executed a term sheet and, after that, negotiated
7 the complete terms of the Settlement, which are set forth below in this Stipulation.

8 On April 19, 2018, the Settling Parties informed the Court of their agreement to resolve
9 all claims asserted by Plaintiffs and the Class against EY in the Action. Also, on April 19, 2018,
10 the Settling Parties submitted an order staying all proceedings pending the motion for
11 preliminary approval of the Action and final approval of Federal Settlement in the *Federal*
12 *Securities Action*.

13 On June 7, 2018, the United States District Court for the Southern District of New York
14 granted final approval of the settlement in the *Federal Securities Action*, and entered a judgment
15 dismissing the *Federal Securities Action* with prejudice.

16 **II. PLAINTIFFS' CLAIMS AND STATEMENT REGARDING BENEFITS OF**
17 **SETTLEMENT**

18 Plaintiffs believe that the claims asserted against EY in the Action have merit. Plaintiffs
19 and their counsel recognize and acknowledge, however, the risk, expense, and delays involved in
20 continued proceedings necessary to prosecute the Action against EY through trial and appeals.
21 The outcome of any litigation is necessarily highly uncertain, especially in complex actions such
22 as the Action. Plaintiffs and their counsel also are mindful of the inherent problems of proof of
23 and possible defenses to the claims asserted in the Action. Plaintiffs and their counsel believe
24 that the Settlement set forth in this Stipulation confers substantial benefits upon the Class and is
25 in the best interest of the Class.

26

1 **III. EY’S DENIAL OF WRONGDOING AND LIABILITY**

2 EY believes that the claims asserted against it in the Action do not have merit. EY denies
3 and continues to deny each and all of the claims and contentions alleged by Plaintiffs in the
4 Action. EY expressly denies that it has committed any violation of Section 11 of the Securities
5 Act giving rise to any liability or violation of law whatsoever. EY is entering into the Settlement
6 solely to eliminate the uncertainties, burden, risk, expense and disruption of further litigation.
7 The Settlement shall in no event be construed or deemed to be evidence of or an admission or
8 concession on the part of EY with respect to any claim, or of any fault or liability or wrongdoing
9 or damage whatsoever, or any infirmity in the defenses that EY asserted or could have asserted
10 in the Action.

11 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

12 Now, therefore, it is hereby stipulated and agreed by and among the Plaintiffs, including
13 Hulme as Class Representative—on behalf of themselves and all other members of the Class—
14 on the one hand, and EY on the other hand, by and through its respective counsel of record, that,
15 subject to the approval of the Court, the Action and the Released Claims (defined below) shall be
16 finally and fully compromised, settled, and released, and the Action shall be dismissed with
17 prejudice, upon and subject to the terms and conditions of this Stipulation, as follows.

18 **A. Definitions**

19 The Parties

20 1. The “Class” means all record and beneficial holders of Rentrak stock whose
21 Rentrak stock was, upon the closing of the merger between Rentrak and comScore on January
22 29, 2016, converted to comScore stock issued pursuant to comScore’s Registration Statement on
23 Form S-4 (File No. 333-207714), filed with the SEC and declared effective on December 23,
24 2015, excluding (a) Defendants, and any person who was an officer or director of Rentrak
25 Corporation, comScore, Inc., or a partner of Ernst & Young LLP on January 29, 2016; and (b)
26 Opt-Out Members.

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

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

2 4. The “comScore Director Defendants” are Serge Matta, Magid M. Abraham, Gian
3 M. Fulgoni, Russell Fradin, William J. Henderson, William Katz, Ronald J. Korn, and Joan
4 Lewis.

5 5. The “Individual Defendants” are Serge Matta, Magid M. Abraham, Gian M.
6 Fulgoni, Russell Fradin, William J. Henderson, William Katz, Ronald J. Korn, Joan Lewis, and
7 Melvin Wesley III.

8 6. The “Defendants” are the Individual Defendants and EY.

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

14 8. The “Settling Parties” are Plaintiffs on behalf of themselves and the Class, and
15 EY.

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

18 10. “Plaintiffs’ Counsel” means Class Counsel and Liaison Counsel.

19 11. The “EY Releasees” means, in any capacity, EY, Ernst & Young Global Limited,
20 each member firm of Ernst & Young Global Limited, each of which is a separate legal entity
21 (together with EY and Ernst & Young Global Limited, the “EY Entities”), and any and all of the
22 EY Entities’ past, present, and future partners, directors, principals, officers, employees,
23 subsidiaries, affiliates, divisions, predecessors, successors, assigns, attorneys, stockholders,
24 accountants, auditors, advisors, trustees, administrators, fiduciaries, consultants, representatives,
25 insurers, and agents, in their respective capacities as such.

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

1 The Actions

2 13. The “Federal Securities Action” means *Fresno County Employees’ Retirement*
3 *Association, et al. v. comScore, Inc., et al.*, No. 1:16-cv-01820 (S.D.N.Y.), and all actions
4 consolidated therein.
5

6 14. The “Action” means the consolidated action captioned *Nathan v. Matta, et. al.*,
7 Lead Case No. 16CV32458 (Multnomah County, Oregon).

8 Released Claims

9 15. The “Settled Claims” means any and all claims, suits, actions, appeals, causes of
10 action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory,
11 direct, consequential or special damages, restitution, and disgorgement), demands, rights, debts,
12 penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees,
13 prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and
14 description whatsoever, including both known claims and Unknown Claims (as defined below),
15 whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or
16 unanticipated, asserted or that could have been asserted by Plaintiffs, whether legal, contractual,
17 rescissory, statutory, or equitable in nature, whether arising under federal, state, common or
18 foreign law, that are based upon, arise from, or relate to: (a) Plaintiffs’ investments in comScore
19 securities, including the purchase, acquisition, sale, or holding of comScore securities in
20 exchange for stock of Rentrak via the Transaction; (b) the subject matter of the Action; or (c) the
21 facts alleged or that could have been alleged in any complaint filed in the Action. For the
22 avoidance of doubt, Plaintiffs and the Class do not release: (a) any claim asserted against any
23 defendant named in the *Federal Securities Action* or (b) any claim asserted against the Individual
24 Defendants in the Action.

25 16. “EY Releasees’ Claims” means all claims and causes of action of every nature
26 and description, including both known claims and Unknown Claims (as defined below), whether
 arising under federal, state, common or foreign law, that arise out of or relate to the institution,

1 prosecution, or settlement of the claims against EY, except for claims relating to the enforcement
2 of the Settlement.

3 17. The “Released Claims” are the Settled Claims and the EY Releasees’ Claims.

4 18. The “Released Parties” are the Released Plaintiff Parties and the EY Releasees.

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

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

26 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 Settling Parties shall expressly, fully, finally, and forever waive, compromise, settle,
discharge, extinguish, and release, and each other Released Party shall be deemed to have

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

11 Other Terms

12 20. The “Claims Administrator” means the firm of Garden City Group, LLC or such
13 other entity that the Court shall appoint to provide all notices approved by the Court to potential
14 Class members, to administer the Settlement and to perform other administrative functions under
15 this Stipulation.

16 21. The “Effective Date” has the meaning set forth in paragraph 51 below.

17 22. The “Escrow Agent” means Block & Leviton LLP.

18 23. “Final” with respect to any Court order, including but not limited to the Judgment,
19 means the latest to occur of the following: (a) the date as of which the time to seek review,
20 alteration or appeal of the Court’s order has expired without any review, alteration, amendment
21 or appeal having been sought or taken; or (b) if an appeal, petition, motion or other application
22 for review, alteration or amendment is filed, sought or taken, the date as of which such appeal,
23 petition, motion or other application shall have been finally determined in such a manner as to
24 affirm the Court’s original order in its entirety and the time, if any, for seeking further review has
25 expired. Any proceeding or order, or any appeal or petition for a writ of certiorari or other form
26 of review pertaining solely to (i) any application for attorneys’ fees or expenses; (ii) the Plan of
Allocation described in the Notice (the “Plan of Allocation”); and/or (iii) the Claims Bar Order

1 and Injunction (defined below), shall not in any way delay or preclude the Judgment or an
2 Alternate Judgment from becoming Final.

3 24. The “Final Approval Order” means the Order to be entered by the Court,
4 substantially in the form of Exhibit B to this Stipulation.

5 25. The “Claims Bar Order and Injunction” means the proposed Order to be entered
6 by the Court, substantially in the form of Exhibit C to this Stipulation.

7 26. The “Judgment” means the General Judgment to be entered by the Court,
8 substantially in the form of Exhibit D to this Stipulation.

9 27. The “Registration Statement” means the registration statement, including the joint
10 proxy statement/prospectus of comScore and Rentrak, filed with the SEC on Form S-4 on
11 October 30, 2015, amended (via Form S-4/A) on December 7, 2015, and declared effective by
12 the SEC on December 23, 2015.

13 28. The “Settlement” means the settlement set forth in this Stipulation.

14 29. The “Settlement Amount” is four million seven-hundred and fifty thousand
15 dollars and zero cents (\$4,750,000.00).

16 30. The “Settlement Fund” means the principal amount of four million seven-hundred
17 and fifty thousand dollars and zero cents (\$4,750,000.00) in cash, plus any accrued interest
18 thereon.

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

21 32. The “Transaction” is the all-stock merger between Rentrak and comScore that
22 closed on January 29, 2016, including but not limited to the process leading up to the merger, the
23 negotiations between Rentrak and other parties during that process, and the consideration paid to
24 Rentrak shareholders as a result of the merger.

25 a) The Settlement Amount

26 33. In consideration for the releases provided herein and the dismissal of the Action
with prejudice, EY shall cause the Settlement Amount to be paid to the Escrow Agent within ten

1 (10) business days of the Court’s entry of the Preliminary Approval Order (the “Settlement
2 Payment”), in the amount of \$4,750,000.00 on behalf of EY. More specifically, within ten (10)
3 business days of the Court’s entry of the Preliminary Approval Order, EY shall cause the
4 Settlement Amount to be paid by wire transfer(s). Wire transfer payments shall be made pursuant
5 to instructions provided by Block & Leviton LLP. Within ten (10) calendar days of the execution
6 of this Stipulation by all Settling Parties, Class Counsel shall provide counsel for EY with (a) full
7 and complete wire transfer instructions for payments into the escrow account, and (b) an
8 executed W-9 for the Settlement Fund.

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

15 The Escrow Agent

16 35. 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 invest the Settlement
18 Amount deposited into the escrow account pursuant to paragraph 33 in short-term United States
19 agency or Treasury securities or other instruments backed by the full faith and credit of the
20 United States or an agency thereof, or fully insured by the United States or an agency thereof,
21 and shall reinvest the proceeds of these instruments as they mature in similar instruments at their
22 then-current market rates. All risks related to the investment of the Settlement Fund in
23 accordance with the investment guidelines set forth in this paragraph shall be borne by the
24 Settlement Fund, and the EY Releasees shall have no responsibility for or liability whatsoever
25 with respect to investment decisions or other actions of the Escrow Agent, or any transactions
26 executed by the Escrow Agent, or the consequences of any such investment decisions, actions or
transactions executed by the Escrow Agent.

1 36. The Escrow Agent shall not disburse the Settlement Fund except as provided in
2 this Stipulation, by an order of the Court, or with the written agreement of counsel for EY.

3 37. The Escrow Agent shall not be paid any fees in connection with its service as
4 Escrow Agent.

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

7 39. All funds held by the Escrow Agent shall be deemed and considered to be in
8 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such
9 time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the
10 Court.

11 40. Following entry of the Preliminary Approval Order, and without further order of
12 the Court or approval from counsel for EY, Class Counsel may expend up to \$200,000 from the
13 Settlement Fund to pay the Claims Administrator's costs and expenses of administering the
14 Settlement and providing for notice of the Settlement to the Class, as required by the Court.
15 These costs include providing notice to Class members, assisting with the filing of claims,
16 processing Proof of Claim and Release forms, and paying escrow fees and costs, if any, and all
17 Taxes and Tax Expenses (as defined herein in paragraph 43). Additional sums may be paid to the
18 Claims Administrator for these purposes, and for administering and distributing the Net
19 Settlement Fund (as defined below) to Settlement Payment Recipients, subsequent to the
20 Effective Date. No payments shall be disbursed from the Settlement Fund to Settlement Payment
21 Recipients until on or after the Effective Date.

22 Taxes

23 41. The Settling Parties and the Escrow Agent agree that the Settlement Fund is
24 intended to be at all times a "Qualified Settlement Fund" within the meaning of Treasury
25 Regulation §1.468B-1. In addition, the Escrow Agent shall be solely responsible for timely
26 making such elections as necessary or advisable to carry out the provisions of paragraphs 41
through 43 herein, including the "relation-back election" (as defined in Treasury Regulation

1 §1.468B-1) to the earliest permitted date. Such elections shall be made in compliance with the
2 procedures and requirements contained in applicable regulations.

3 42. For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended,
4 and the regulations promulgated thereunder, the “administrator” of the Settlement Fund shall be
5 the Escrow Agent. The Escrow Agent shall be solely responsible for timely and properly filing
6 all tax and other returns necessary or advisable with respect to the Settlement Fund (including,
7 without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns (as
8 well as the elections described in paragraph 41 herein) shall reflect that all Taxes (including any
9 estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be
10 paid out of the Settlement Fund.

11 43. All (a) taxes (including any estimated taxes, interest or penalties) arising with
12 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that
13 may be imposed upon the Released Parties or their counsel with respect to any income earned by
14 the Settlement Fund for any period during which the Settlement Fund does not qualify as a
15 “Qualified Settlement Fund” for federal or state income tax purposes (“Taxes”), and (b) expenses
16 and costs incurred in connection with the operation and implementation of paragraphs 41
17 through 43 herein (including, without limitation, expenses of tax attorneys and/or accountants
18 and mailing and distribution costs and expenses relating to filing (or failing to file) the returns
19 described in paragraphs 41 through 43 herein) (“Tax Expenses”) shall be paid solely out of the
20 Settlement Fund; in all events the Released Parties shall have no liability or responsibility for the
21 Taxes or the Tax Expenses, or the filing of any tax returns or other documents with any taxing
22 authority, or for Taxes payable by reason of any indemnification, or for any reporting or other
23 requirements that may relate thereto. Further, Taxes and Tax Expenses shall be treated as, and
24 considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the
25 Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow
26 Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from
distribution to Settlement Payment Recipients any funds necessary to pay such amounts,

1 including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any
2 amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1)(2)). The
3 Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and
4 accountants to the extent reasonably necessary to carry out the provisions of paragraphs 41
5 through 43 herein. The Escrow Agent shall hold harmless the Released Parties for Taxes and Tax
6 Expenses.

7 Preliminary Approval and Fairness Hearing

8 44. As soon as practicable after execution of the Stipulation, Plaintiffs shall submit
9 the Stipulation together with its exhibits (the “Exhibits”) to the Court and apply for entry of the
10 Preliminary Approval Order, substantially in the form of Exhibit A to this Stipulation, ordering,
11 *inter alia*, preliminary approval of the Settlement and approval of the mailing of the Notice and
12 Proof of Claim and Release form (“Proof of Claim”), substantially in the forms of Exhibits A-1
13 and A-2 to this Stipulation, respectively.

14 45. The Settling Parties shall request that after the Notice has been mailed to the
15 Class, the Court hold a hearing (the “Fairness Hearing”) to consider, *inter alia*, final approval of
16 the settlement of the Action as set forth herein and entry of the Final Approval Order, and
17 Judgment substantially in the form of Exhibits B and D to this Stipulation, respectively. At the
18 Fairness Hearing, Class Counsel will also request that the Court approve the Plan of Allocation
19 and the Fee and Expense Application (defined below) and EY will request that the Court approve
20 the Claims Bar Order and Injunction substantially in the form of Exhibit C to this Stipulation.
21 Should the Court decline to approve the Claims Bar Order and Injunction substantially in the
22 form of Exhibit C to this Stipulation, the parties will submit to the Court revised versions of the
23 Final Approval Order and Judgment, substantially in the form of Exhibits B and D to this
24 Stipulation but omitting any reference to the Claims Bar Order and Injunction.

25 Claims Bar Order and Injunction

26 46. EY may move the Court for the approval and entry of the Claims Bar Order and
Injunction, substantially in the form of Exhibit C to this Stipulation, which bars, to the fullest

1 extent permitted by law, any and all claims by any individual or entity (“Barred Person”) against
2 the EY Releasees, and by the EY Releasees against any Barred Person, for (a) contribution or
3 indemnity arising out of or related to the claims or allegations asserted by Plaintiffs in the
4 Action, or (b) any other claim of any type, whether arising under state, federal, common, or
5 foreign law, for which the injury or damages claimed is that Barred Person’s actual or threatened
6 liability to Plaintiffs or the Class.

7 47. Plaintiffs and Class Counsel shall not oppose any request by EY for approval and
8 entry of the Claims Bar Order and Injunction but Plaintiffs and Class Counsel shall have no
9 obligation to file papers in support of the Claims Bar Order and Injunction nor any obligation to
10 respond to any objection to the Claims Bar Order and Injunction. It is understood and agreed by
11 the Settling Parties that the Claims Bar Order and Injunction is a matter separate and apart from
12 the Settlement, is to be considered by the Court separately from the Court’s consideration of the
13 fairness, reasonableness, and adequacy of the Settlement and any decision by the Court
14 concerning the Claims Bar Order and Injunction shall not operate to terminate or cancel the
15 Stipulation, affect or delay the Judgment from becoming Final, or affect the validity or finality of
16 the proposed Settlement. The Claims Bar Order and Injunction is not a necessary term of the
17 Stipulation and it is not a condition of the Stipulation that any particular claims bar order and
18 injunction be approved by the Court. EY may not cancel or terminate the Stipulation or the
19 Settlement based on the Court’s or any appellate court’s ruling with respect to the Claims Bar
20 Order and Injunction or any claims bar order and injunction in the Action.

21 Releases and Effective Date

22 48. The obligations incurred pursuant to this Stipulation shall be in full and final
23 disposition of the Action as against EY only, and shall fully and finally release any and all of the
24 Class’s Settled Claims as against all EY Releasees and shall also release any and all EY
25 Releasees’ Claims as against the Released Plaintiff Parties.

26 49. Upon entry of the Final Approval Order, or an alternate judgment in a form that is
otherwise acceptable to all of the Settling Parties (an “Alternate Judgment”), Plaintiffs and each

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

12 50. Upon entry of the Final Approval Order, EY shall be deemed to have, and by
13 operation of the Judgment shall have irrevocably, absolutely and unconditionally, fully, finally
14 and forever released all EY Releasees' Claims.

15 51. The "Effective Date" shall be the first date on which all of the following
16 conditions have occurred: (a) EY has made or caused to be made the Settlement Payment; (b) the
17 Court has entered the Final Approval Order, and Judgment, substantially in the form of Exhibits
18 B and D to this Stipulation, respectively, or an Alternate Judgment; and (c) the Final Approval
19 Order and the Judgment or Alternate Judgment have each become Final. No payments shall be
20 disbursed from the Settlement Fund to Settlement Payment Recipients until on or after the
21 Effective Date. Upon the occurrence of all of the events referenced in this paragraph, any and all
22 remaining interest or right of EY in or to the Settlement Fund shall be absolutely and forever
23 extinguished.

24 Administration and Calculation of Claims, Final Awards and Supervision and Distribution of the
25 Settlement Fund

26 52. Within ninety (90) days after the date by which the Notice must be mailed (the
"Notice Date"), or such other time as may be set by the Court, each Class member who wishes to

1 participate in the distributions from the Net Settlement Fund (defined below) shall be required to
2 submit to the Claims Administrator a completed Proof of Claim, substantially in the form of
3 Exhibit A-2 to this Stipulation. No later than twenty-one (21) days before the Fairness Hearing,
4 or such other deadline as may be ordered by the Court, each person eligible to be a member of
5 the Class who wishes to exclude himself, herself, or itself from the Class must file a request for
6 exclusion that complies with all requirements set forth in the Notice.

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

16 54. Claims that do not meet the submission requirements may be rejected. Prior to
17 rejecting a claim in whole or in part, the Claims Administrator shall communicate with the
18 claimant in writing to give the claimant a chance to remedy any curable deficiencies in the Proof
19 of Claim submitted. The Claims Administrator, under the supervision of Class Counsel, shall
20 notify, in a timely fashion and in writing, all claimants whose claim the Claims Administrator
21 proposes to reject in whole or in part, setting forth the reasons therefore, and shall indicate in
22 such notice that the claimant whose claim is to be rejected has the right to a review by the Court
23 if the claimant so desires. To request a review by the Court, the claimant must, within twenty
24 (20) days after the Claims Administrator mailed the notice rejecting the claim, send by First
25 Class Mail to the Claims Administrator a notice and statement of reasons (1) indicating the
26 claimant's grounds for contesting the rejection along with any supporting documentation, and (2)

1 requesting a review thereof by the Court. If a dispute concerning a claim cannot otherwise be
2 resolved, Class Counsel shall thereafter present the request for review to the Court.

3 55. Except for EY's obligation to cause payment of the Settlement Amount pursuant
4 to this Stipulation, the EY Releasees shall have no responsibility for or liability whatsoever with
5 respect to: (i) any act, omission, or determination by Class Counsel of the Claims Administrator,
6 or any of their respective designees, in connection with the administration of the Settlement; (ii)
7 the management, investment or distribution of the Settlement Fund (including the Net Settlement
8 Fund); (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment
9 of any claims asserted against the Net Settlement Fund; (v) any loss suffered by, or fluctuation in
10 value of, the Settlement Fund (including the Net Settlement Fund); or (vi) the payment or
11 withholding of Taxes, Tax Expenses, costs, and/or any losses incurred in connection with the
12 taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the
13 filing of any federal, state, or local tax returns.

14 56. No person shall have any claim against the Released Plaintiff Parties, the Claims
15 Administrator or any other person designated by Class Counsel based on distributions from the
16 Settlement Fund made substantially in accordance with the terms of this Stipulation, the Plan of
17 Allocation, or further order(s) of the Court. Under no circumstances shall any person have a
18 claim against the EY Releasees on any distribution from the Settlement Fund, determination,
19 claim rejections or the design, terms or implementation of the Plan of Allocation.

20 57. EY has no role in the development of the Plan of Allocation. The Plan of
21 Allocation is a matter separate and apart from the Settlement, and any decision by the Court
22 concerning the Plan of Allocation shall not affect the validity or finality of the proposed
23 Settlement. The Plan of Allocation is not a necessary term of the Stipulation and it is not a
24 condition of the Stipulation that any particular plan of allocation be approved by the Court. Lead
25 Plaintiffs and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in
26 accordance with ¶ 68 or otherwise based on the Court's or any appellate court's ruling with
respect to the Plan of Allocation or any plan of allocation in the Action. EY and EY's counsel

1 shall have no responsibility or liability for reviewing or challenging claims, the allocation of the
2 Net Settlement Fund, or the distribution of the Net Settlement Fund.

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

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

- 13 a. to pay all the costs and expenses reasonably and actually incurred in connection
14 with mailing the Notice, assisting with the filing of claims, administering and
15 distributing the Net Settlement Fund to Settlement Payment Recipients,
16 processing Proofs of Claim and paying escrow fees and costs, if any;
- 17 b. to pay the Taxes and Tax Expenses described in paragraphs 41 through 43 herein;
- 18 c. to pay Plaintiffs' Counsel's attorneys' fees, expenses, and costs with interest
19 thereon (the "Fee and Expense Award"), if and to the extent allowed by the Court;
20 and
- 21 d. to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to
22 Settlement Payment Recipients on or after the Effective Date pursuant to the
23 terms of this Stipulation, the Plan of Allocation to be described in the Notice, and
24 any modifications which may be ordered by the Court.

25 60. Only upon the Effective Date or thereafter, and in accordance with the terms of
26 the Stipulation, the Plan of Allocation, or such further order(s) of the Court as may apply, the Net

1 Settlement Fund shall be distributed, under Class Counsel’s supervision, to Settlement Payment
2 Recipients.

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

11 62. It is understood and agreed by the Settling Parties that any proposed Plan of
12 Allocation of the Net Settlement Fund including, but not limited to, any adjustments to a
13 Settlement Payment Recipient’s claim set forth therein, is not a part of the Stipulation and is to
14 be considered by the Court separately from the Court’s consideration of the fairness,
15 reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Plan
16 of Allocation shall not operate to terminate or cancel the Stipulation or affect or delay the
17 Judgment from becoming Final.

18 Plaintiffs’ Counsel’s Attorneys’ Fees and Expenses

19 63. Plaintiffs’ Counsel may submit an application (the “Fee and Expense
20 Application”) for distributions from the Settlement Fund for an award of attorneys’ fees, plus
21 expenses, incurred in connection with prosecuting this Action plus any interest on such
22 attorneys’ fees and expenses from the date such fees and expenses are awarded until the date
23 paid, at the same rate as earned by the Settlement Fund. Any such fee and expense award shall be
24 paid solely from the Settlement Fund.

25 64. Notwithstanding the existence of any timely-filed objection thereto, or potential
26 for appeal therefrom, or collateral attack on the Settlement or any part thereof, any attorneys’
fees and expenses awarded to Plaintiffs’ Counsel by the Court shall be payable to Class Counsel

1 from the Settlement Fund, as ordered, within ten days after the later of (a) the date that the Court
2 enters an order awarding such fees and expenses; or (b) the Effective Date, subject to the joint
3 and several repayment obligations of Plaintiffs' Counsel set forth herein. Class Counsel shall
4 allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner consistent with
5 agreements amongst Plaintiffs' Counsel. The EY Releasees have not had, and shall not have, any
6 input into, or responsibility or liability for, the allocation of any attorneys' fee and expense
7 award among Plaintiffs' Counsel.

8 65. All Plaintiffs' Counsel who receive any award of attorneys' fees or expenses
9 agree that they accept payment of such award from the Settlement Fund subject to the joint and
10 several obligation of each Plaintiffs' Counsel (including their respective partners, shareholders
11 and/or firms) to make repayment within fifteen (15) business days to the Settlement Fund of
12 amounts received, plus accrued interest at the same rate as is earned by the Settlement Fund, in
13 the event that, for any reason, including, without limitation, appeal, further proceeding on
14 remand or successful collateral attack, the attorneys' fee or expense award is reduced or
15 reversed, or if any attorneys' fee or expense award has been paid for any reason but the Effective
16 Date does not occur.

17 66. The procedure for and the allowance or disallowance by the Court of any
18 applications by Class Counsel for attorneys' fees and expenses to be paid out of the Settlement
19 Fund are to be considered by the Court separately from the Court's consideration of the fairness,
20 reasonableness and adequacy of the Settlement set forth in the Stipulation, and any order or
21 proceeding relating to the Fee and Expense Application, any fee and expense award, or any
22 appeal from any order relating thereto or reversal or modification thereof, shall not operate to
23 terminate or cancel the Stipulation, or affect or delay the Judgment from becoming Final. None
24 of the Settling Parties may terminate the Settlement or Stipulation on the basis of the amount of
25 any attorneys' fee or expense award.

26 67. If the Effective Date does not occur, or if the Settlement is terminated, then the
Fee and Expense Award is no longer payable. In the event that any attorneys' fee and expense

1 award is paid from the Settlement Fund prior to the Effective Date, in contravention of the terms
2 of this Stipulation, and the Effective Date does not occur or the Settlement is terminated,
3 Plaintiffs' Counsel shall each be jointly and severally obligated to refund to the Settlement Fund,
4 within fifteen (15) business days of the termination of the Settlement, any attorneys' fee and
5 expense award paid to any of Plaintiffs' Counsel, and in addition shall pay into the Settlement
6 Fund interest on the amount refunded at the average rate earned on the Settlement Fund from the
7 time of payment of the fee or expense award until the date of the repayment. Each of Plaintiffs'
8 Counsel, as a condition of receiving any attorneys' fee and expense award, agrees that it is
9 subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this
10 Stipulation pertaining to the fee and expense award.

11 68. The EY Releasees shall have no responsibility for, and no liability whatsoever
12 with respect to, any award of attorneys' fees or expenses incurred or sought by Plaintiffs'
13 Counsel.

14 Disapproval, Cancellation, Termination

15 69. EY and Plaintiffs shall each have the right to terminate the Settlement and this
16 Stipulation by providing written notice of their election to do so (a "Termination Notice") to all
17 other Settling Parties within ten (10) calendar days of: (a) the Court's declining to enter the
18 Preliminary Approval Order in any material respect without leave to amend and resubmit; (b) the
19 Court's refusal to approve this Stipulation or any material part of it without leave to amend and
20 resubmit; (c) the Court's declining to enter the Final Approval Order in any material respect
21 without leave to amend and resubmit; (d) the Court's declining to enter the Judgment in any
22 material respect without leave to amend and resubmit or an Alternative Judgment; or (e) the date
23 upon which the Judgment or an Alternate Judgment is modified or reversed in any material
24 respect by any court. For the avoidance of doubt, Plaintiffs shall not have the right to terminate
25 the Settlement due to any decision, ruling, or order relating to the Fee and Expense Application,
26 the Fee and Expense Award, or any plan of allocation and EY shall not have the right to

1 terminate the Settlement due to any decision, ruling, or order relating to the Claims Bar Order
2 and Injunction.

3 70. Plaintiffs shall have the right to terminate the Settlement and this Stipulation by
4 providing a Termination Notice to all other Settling Parties within ten (10) calendar days of EY's
5 failure to cause the Settlement Amount to be paid as contemplated in paragraph 33, subject to
6 Defendants' right to cure any such failure to pay within three (3) business days of receiving a
7 written notice of deficiency from Class Counsel.

8 71. The Settling Parties agree that the Settlement is subject to the execution by the
9 Settling Parties of a confidential Supplemental Agreement regarding requests for exclusion (the
10 "Supplemental Agreement"). The Supplemental Agreement will set forth certain conditions
11 under which EY shall have the option to terminate the Settlement and this Stipulation in the
12 event that valid requests for exclusion from the Class exceed certain agreed-upon criteria. The
13 Settling Parties agree to maintain the confidentiality of the Supplemental Agreement. The
14 Supplemental Agreement shall not be filed with the Court unless ordered by the Court and, if
15 ordered to do so, under the terms of the Protective Order.

16 72. If the Settlement set forth in the Stipulation is terminated or fails to become
17 effective in accordance with its terms: (a) the Settling Parties shall be restored to their respective
18 positions in the Action as of April 19, 2018 and shall confer regarding a revised schedule for the
19 Action, including a new trial date; (b) the terms and provisions of the Stipulation shall have no
20 further force and effect and shall not be used in the Action or in any other proceeding for any
21 purpose; (c) the Judgment and any other order entered by the Court in accordance with the terms
22 of the Stipulation shall be treated as vacated; and (d) Plaintiffs shall cause the Settlement Fund,
23 plus any interest earned thereon, to be returned to EY, less expenses which have either been
24 disbursed pursuant to this Stipulation, or are determined to be actually incurred and chargeable to
25 the Settlement Fund, along with an itemization and description of any and all expenses that have
26 been disbursed from the Settlement Fund, within fifteen (15) business days of the termination of
the Settlement.

1 73. No order of the Court, or modification or reversal on appeal of any order of the
2 Court, concerning the Plan of Allocation, or any attorneys' fee and expense award, shall
3 constitute grounds for cancellation or termination of the Settlement or the Stipulation.

4 74. In the event that the Settlement is terminated or the Effective Date fails to occur,
5 the Escrow Agent shall apply for any tax refund owed on the Settlement Fund and pay the
6 proceeds, after deduction of any fees or expenses incurred in connection with such application(s)
7 for refund, to EY, pursuant to written instructions from counsel to EY. Neither Plaintiffs nor any
8 of their counsel shall have any obligation to repay any amounts actually and properly disbursed
9 pursuant to the terms of this Stipulation for notice or claims administration purposes prior to the
10 date that the Settlement is terminated. In addition, any expenses already incurred pursuant to the
11 Stipulation at the time of such termination but that have not been paid, shall be paid by the
12 Escrow Agent in accordance with the terms of the Stipulation prior to the balance being
13 refunded.

14 Miscellaneous Provisions

15 75. The Settling Parties acknowledge that it is their intent to consummate this
16 Stipulation and agree to cooperate to the extent reasonably necessary to effectuate and
17 implement all terms and conditions of this Stipulation and to exercise their best efforts to
18 accomplish the foregoing terms and conditions of this Stipulation. The Settling Parties agree to
19 take reasonable steps to obtain the dismissal with prejudice of the Action and approval of the
20 Settlement.

21 76. The Settlement compromises claims that are contested and shall not be deemed an
22 admission by any person as to the merits of any claim or defense. While retaining its right to
23 deny that the claims advanced in the Action were meritorious, EY will not contend that the
24 Action was filed in bad faith. The Settling Parties further agree not to assert in any forum that
25 any Party violated ORCP 17 C or any other similar statute or law. The Settling Parties agree that
26 the amount paid to the Settlement Fund and the other terms of the Settlement were negotiated in
good faith by the Settling Parties and reflect a settlement that was reached voluntarily after

1 consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a
2 manner that such party determines to be appropriate, any contention made in any public forum
3 that the Action was brought or defended in bad faith or without a reasonable basis.

4 77. Neither the Stipulation nor the Settlement, nor any act performed or document
5 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
6 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the
7 validity of any Released Claim; (b) is or may be deemed to be, or may be used as, a presumption,
8 concession, or admission of, or evidence of, any fault or omission of any of the Released Parties
9 in any civil, criminal or administrative proceeding in any court, administrative agency or other
10 tribunal; or (c) is or may be deemed to be an admission or evidence that any claims or defenses
11 asserted by any Party were either valid or not valid in any civil, criminal or administrative
12 proceeding. The EY Releasees may file the Stipulation and/or the Judgment, and/or the Claims
13 Bar Order and Injunction, or refer to them, in any action that may be brought against it in order
14 to support a defense or counterclaim based on principles of res judicata, collateral estoppel,
15 release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion
16 or issue preclusion or similar defense or counterclaim. Any Party may file this Stipulation and/or
17 the Judgment in any action that may be brought to enforce the terms of the Stipulation or the
18 Judgment.

19 78. All agreements made and orders entered during the course of the Action relating
20 to the confidentiality of information, including, but not limited to, the Stipulated Protective Order
21 for the Exchange and Production of Confidential Information, dated August 18, 2017, shall
22 survive this Stipulation.

23 79. All of the Exhibits to this Stipulation are material and integral parts hereof and are
24 fully incorporated herein by this reference.

25 80. This Stipulation may be amended or modified only by a written instrument signed
26 by or on behalf of all Settling Parties or their respective successors-in-interest.

1 81. The waiver by one party of any breach of this Stipulation by any other party shall
2 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

3 82. This Stipulation, the Exhibits hereto, and the Supplemental Agreement constitute
4 the entire agreement between the Settling Parties and no representations, warranties, or
5 inducements have been made to any party concerning the Stipulation, its Exhibits, or the
6 Supplemental Agreement other than the representations, warranties, and covenants contained and
7 memorialized in those documents. Except as otherwise provided herein, each Party shall bear its
8 own costs.

9 83. Class Counsel, on behalf of the Class, are expressly authorized by Plaintiffs to
10 take all appropriate action required or permitted to be taken by the Class pursuant to the
11 Stipulation to effectuate its terms and also are expressly authorized to enter into any
12 modifications or amendments to the Stipulation on behalf of the Class that they deem
13 appropriate.

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

16 85. EY represents and warrants that the Settlement has received all necessary
17 approvals from EY's governing body.

18 86. This Stipulation may be executed in one or more counterparts and the signatures
19 may be provided by facsimile or electronically. All executed counterparts and each of them shall
20 be deemed to be one and the same instrument. A complete set of executed counterparts shall be
21 filed with the Court.


22 87. The Court shall retain jurisdiction with respect to implementation and
23 enforcement of the terms of this Stipulation, and the Settling Parties submit to the jurisdiction of
24 the Court for purposes of implementing and enforcing the Settlement embodied in this
25 Stipulation.

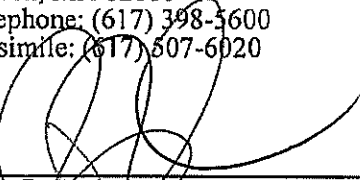
26 88. The construction, interpretation, operation, effect, and validity of this Stipulation
shall be construed and enforced in accordance with, and governed by, the laws of the State of

1 Oregon without giving effect to Oregon’s choice-of-law principles. The Circuit Court for the
2 State of Oregon for the County of Multnomah shall be the exclusive forum for resolving disputes
3 arising from the Stipulation or Settlement.


4 89. Unless otherwise indicated, any notice or other communication that may or must
5 be given by any Party or its counsel under this Stipulation must be in writing and delivered by e-
6 mail to counsel for the Party to which such notice or communication is directed at the email
7 address for such counsel set forth below. Any party may change the email address at which it is
8 to receive notice by written notice delivered to all other Settling Parties in the manner described
9 above.

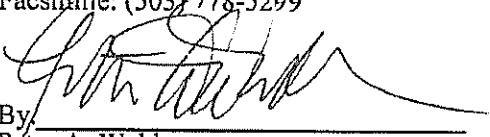
IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by this Stipulation
and caused it to be executed, by their duly authorized attorneys, dated July 16, 2018.

By: 
Jason M. Leviton
jason@blockesq.com
Joel A. Fleming
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Telephone: (302) 504-4957
Facsimile: (302) 397-2681

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

By: 
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Facsimile: (415) 395-8095

On Behalf of Defendant Ernst & Young LLP

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EXHIBIT A

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

IRA S. NATHAN,
Plaintiffs,
v.
SERGE MATTA, et al,
Defendants.

Lead Case No. 16CV32458
Assigned to Hon. Jerry B. Hodson

**ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT AND PROVIDING
FOR NOTICE TO THE CLASS AND
HEARING IN CONNECTION
WITH PROPOSED SETTLEMENT
WITH ERNST & YOUNG LLP**

1 WHEREAS, Ernst & Young LLP (“EY”), Class Representative John Hulme (“Hulme”),
2 on behalf of the Class (defined below), and Plaintiff Andrew B. Nathan, Trustee for the Ira S.
3 Nathan Revocable Trust (“Nathan,” with Hulme, “Plaintiffs,” and with EY, the “Settling
4 Parties”), have entered into a Stipulation of Settlement dated July 16, 2018 (the “Stipulation”),
5 which, together with the Exhibits thereto, sets forth the terms and conditions for the Settlement
6 of claims by Plaintiffs and the Class alleged against EY in the Action; and the Court having read
7 and considered the Stipulation and the Exhibits thereto; and the parties to the Stipulation having
8 consented to the entry of this Order;

9
10 NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2018, that:

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

13
14 2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and
15 over all of the Settling Parties and all members of the Class.

16 3. **Preliminary Approval of Settlement.** The Court preliminarily finds that the
17 Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of the
18 Settlement to the Class, substantially in the form attached hereto as Exhibit A-1, and scheduling
19 a full hearing to consider the Settlement. Accordingly, preliminary approval of the Settlement is
20 granted.

21
22 4. **Settlement Fairness Hearing.** A hearing (the “Fairness Hearing”) shall be held
23 before this Court, on _____, 2018, at _:_ .m. [at least 70 days following the Notice Date
24 (defined below)], for the following purposes: (a) to determine whether the proposed Settlement is
25 fair, reasonable and adequate, and should be approved by the Court; (b) to determine whether the
26 Judgment, substantially in the form attached as Exhibit C to the Stipulation, should be entered;

1 (c) to determine whether the proposed Plan of Allocation should be approved by the Court as
2 fair, reasonable and adequate; (d) to consider Class Counsel's application for an award of
3 attorneys' fees and expenses; and (e) to rule upon such other matters as the Court may deem
4 appropriate. All papers in support of the Settlement, the Plan of Allocation, and any application
5 by Class Counsel for attorneys' fees and expenses shall be served and filed no later than thirty-
6 five (35) calendar days prior to the Fairness Hearing.
7

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

16 6. **Approval of Notice.** The Court approves the form, substance and requirements
17 of the Notice of Proposed Settlement of Class Action (the "Notice") and the Proof of Claim and
18 Release (the "Proof of Claim"), attached hereto as Exhibits A-1 and A-2, respectively. The form
19 and content of the Notice, and the method set forth herein of notifying the Class of the
20 Settlement and its terms and conditions, meet the requirements of Oregon law, including ORCP
21 32 F, and due process, constitute the best notice practicable under the circumstances, and shall
22 constitute due and sufficient notice under the Oregon Rules of Civil Procedure to all persons and
23 entities entitled to notice of the Settlement. All reasonable expenses incurred in notifying Class
24 members, as well as administering the Settlement, shall be paid as set forth in the Stipulation. In
25 the event the Settlement is not approved by the Court at or after the Fairness Hearing, or the
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1 Effective Date fails to occur, neither Plaintiffs nor any of their counsel shall have any obligation
2 to repay any amounts actually and properly disbursed for administering the Settlement or
3 providing notice as set forth in the Stipulation, or due and owing from the Settlement Fund as of
4 the date the Settlement is terminated, as provided for in the Stipulation.
5

6 **7. Retention of Claims Administrator and Manner of Notice.** The Court
7 approves the appointment of Garden City Group, LLC as the Claims Administrator to administer
8 the notice procedure and the processing of claims, under the supervision of Class Counsel, as set
9 forth more fully below:

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

16 (b) Not later than fourteen (14) days before the deadline for filing objections,
17 Class Counsel shall file, or cause the Claims Administrator to file, with the Court a declaration
18 showing timely compliance with the foregoing mailing requirements.
19

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

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

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

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

12 (b) All Class Members who fail to timely submit a Proof of Claim within such
13 period shall be forever barred from receiving any payments pursuant to the Stipulation and the
14 Settlement, but will in all other respects be subject to and bound by the provisions of the
15 Stipulation, the releases contained therein, and all determinations and judgments in the Actions.
16 Notwithstanding the foregoing, Class Counsel may, in its sole discretion, accept for processing
17 late submitted claims so long as the distribution of the Net Settlement Fund to Settlement
18 Payment Recipients is not materially delayed, but shall incur no liability for declining to accept a
19 late-submitted claim.
20

21 (c) As part of the Proof of Claim, each Class member shall submit to the
22 jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of
23 the Settlement) release all Released Claims as provided in the Stipulation.
24

25 10. **Requests for Exclusion from the Class.** All Class members, regardless of
26 whether they submit a Proof of Claim, shall be bound by all determinations and judgments in the

1 Actions unless they submit a valid request to be excluded from the Class pursuant to ORCP 32
2 F(1). To request exclusion, a Class member must, no later than twenty-one calendar days before
3 the Fairness Hearing, submit a written request for exclusion to the Claims Administrator at
4 Nathan v. Matta et al. Shareholder Litigation, c/o GCG, PO Box 10634, Dublin, OH 43017-9234
5 with copies served on Class Counsel and EY's counsel at the addresses provided in the Notice
6 (an "Opt-Out Request"). An Opt-Out Request must provide: (a) an unambiguous request to be
7 excluded from the Class; (b) the Opt-Out Member's full name, address, telephone number,
8 signature, and the number of Rentrak shares beneficially owned by the Opt-Out Member that
9 were converted to comScore stock on the closing of the Transaction; and (c) copies of account
10 statements or other documentary evidence of the number of Rentrak shares beneficially owned
11 by the Opt-Out Member that were converted to comScore stock upon the closing of the
12 Transaction. EY may object to, and the Court may reject, requests for exclusion that do not
13 comply with the terms of this Order. Any person or entity who or which timely and validly
14 requests exclusion in compliance with the terms stated in this Order and is excluded from the
15 Class shall not be a Class member, shall not be bound by the terms of the Settlement or any other
16 orders or judgments in the Actions, and shall not be entitled to receive any payment from the Net
17 Settlement Fund as described in the Stipulation and Notice. Any Class member who or which
18 does not timely and validly request exclusion from the Class in the manner stated in this Order:
19 (a) shall be deemed to have waived his, her or its right to be excluded from the Class in the
20 Action or in any other proceeding; (b) shall be fully and forever barred from requesting
21 exclusion from the Class; (c) shall be bound by the provisions of the Stipulation and all orders
22 and judgments in the Action, including but not limited to the releases provided therein; and (d)
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1 shall be fully and forever barred from commencing, maintaining or prosecuting any of the
2 Settled Claims.

3 **11. Objections to the Settlement.** Any Class member who has not requested
4 exclusion may appear and show cause why the Settlement should or should not be approved,
5 why the Judgment should or should not be entered, or why Plaintiffs Counsel’s application for an
6 award of attorneys’ fees and expenses should not be awarded or should be reduced, provided
7 that, by twenty-one (21) calendar days before the Fairness Hearing, that Class member (the
8 “Objector”) has filed with the Clerk of the Court, Multnomah County Circuit Court, 1021 S.W.
9 Fourth Ave, Portland, OR 97204, with copies served on Class Counsel and EY’s counsel at the
10 addresses included in the Notice: (i) the Objector’s full name, address, telephone number,
11 signature and proof of his, her or its membership in the Class; (ii) a written statement of the
12 reasons for the objection; (iii) whether the Objector or his, her or its counsel intends to appear at
13 the Fairness Hearing, and if represented by counsel, the name and contact information of such
14 counsel; (iv) copies of any papers, briefs or other matter that the Objector or his, her or its
15 counsel wishes the Court to consider; and (v) a sworn statement by the Objector and his, her, or
16 its counsel that neither the Objector nor his, her, or its counsel will accept any payment or other
17 consideration in exchange for forgoing or withdrawing an objection, or forgoing, dismissing, or
18 abandoning an appeal from a judgment approving the Settlement.
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22 **12.** Any Class member who objects to the Settlement and/or award of fees and
23 expenses to Class Counsel may also request the Court’s permission to speak at the Fairness
24 Hearing by sending a letter by First Class Mail called a “Notice of Intention to Appear at
25 Fairness Hearing in *Nathan v. Matta et al.*, Lead Case No. 16CV32458,” which should include
26 the same information set forth in paragraph 11, along with a written statement indicating the

1 Class member's intention to attend and speak at the Fairness Hearing, and must be filed with the
2 Court, and copies must be served on Class Counsel and EY's counsel at the addresses provided
3 in the Notice. Such document must be postmarked by, and filed with the Court by twenty-one
4 (21) days prior to the Fairness Hearing.

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

10 14. **Service of Papers.** Class Counsel and EY's counsel shall promptly furnish each
11 other with copies of all objections that come into their possession.

12
13 15. **Termination of Settlement.** This Order shall become null and void, and shall be
14 without prejudice to the rights of the Settling Parties, all of whom shall be restored to their
15 respective positions as they existed on April 19, 2018, if the Settlement is terminated in
16 accordance with the Stipulation.

17 16. **Stay on Litigating Released Claims.** All proceedings in the Action, other than
18 such proceedings as may be necessary to carry out the terms and conditions of the Settlement,
19 are hereby stayed until further order of this Court. Pending final determination of whether the
20 Settlement should be approved, the Plaintiffs, all Class members, and each of them, and anyone
21 who acts or purports to act on their behalf, shall not institute, prosecute, continue, maintain or
22 assert, and are hereby barred and enjoined from instituting, prosecuting, continuing, maintaining
23 or asserting, any action in any court or tribunal that asserts any Settled Claims, and shall not
24 assist any person in instituting, prosecuting, participating, continuing, maintaining or asserting
25 any such claims. If the United States District Court for the Southern District of New York denies
26

1 the pending motion for final approval of the Federal Settlement, nothing in this paragraph shall
2 prohibit Plaintiffs or the Class from seeking additional discovery from EY, including both
3 document productions and witness testimony, in connection with and to the extent necessary to
4 prosecute claims asserted in this Action by Plaintiffs or the Class against any of the Defendants
5 in the Action other than EY.
6

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

11 18. **Adjournment.** The Court may adjourn or continue the Fairness Hearing without
12 further notice to the Class.

13 19. **Retention of Jurisdiction.** The Court retains exclusive jurisdiction over the
14 Actions to consider all further matters arising out of or connected with the litigation or
15 Settlement. The Court may approve the Settlement, with such modifications as may be agreed
16 by the Settling Parties, if appropriate, without further notice to the Class.

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18 Good cause being shown, it is SO ORDERED:
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23 _____
24 Circuit Court Judge Jerry B. Hodson
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EXHIBIT A-1

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

IRA S. NATHAN,
Plaintiffs,
v.
SERGE MATTA, et al,
Defendants.

Lead Case No. 16CV32458
Assigned to Hon. Jerry B. Hodson

**NOTICE OF PENDENCY OF
CLASS ACTION AND PROPOSED
SETTLEMENT WITH ERNST &
YOUNG LLP AND MOTION FOR
ATTORNEYS' FEES AND
EXPENSES**

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 **PLEASE BE ADVISED, IF YOU SUBMITTED A CLAIM, OBJECTION, OR**
7 **EXCLUSION REQUEST IN CONNECTION WITH ANY OTHER CASE**
8 **INVOLVING COMSCORE, RENTRAK, OR ERNST & YOUNG LLP, THAT**
9 **REQUEST DOES NOT APPLY TO THIS SETTLEMENT AND YOU WILL BE**
10 **REQUIRED TO FILE ANOTHER CLAIM.**

11 **YOU MAY BE ENTIELED TO A PAYMENT FROM THIS PROPOSED**
12 **SETTLEMENT**

13 *THIS NOTICE WAS AUTHORIZED BY THE CIRCUIT COURT FOR THE STATE OF*
14 *OREGON FOR THE COUNTY OF MULTNOMAH (“THE COURT”). IT IS NOT A*
15 *LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS*
16 *ENTIRETY.*

- 17 • If approved by the Court,¹ the proposed Settlement with Ernst & Young LLP (“EY” or Defendant”) will create a \$4,750,000 settlement fund (the “Settlement Fund”) for the benefit of former stockholders of Rentrak whose shares were exchanged for comScore stock upon the closing of the Transaction.
- 18 • The Settlement resolves all claims against EY in the lawsuit pending in this Court, which alleges violations of Section 11 of the Securities Act of 1933, and releases all Settled Claims (as defined herein) against each and all of the EY Releasees (as defined herein) with prejudice.
- 19 • The Court will review the Settlement at the Settlement Hearing to be held on _____, 2018 at _____.m. to (1) approve the Settlement of the Action for \$4,750,000 in cash to be paid to the Class (defined herein) as fair, reasonable and adequate; (2) enter judgment dismissing with prejudice, extinguishing or otherwise releasing the Actions and all Released Claims (defined herein); (3) if the Court approves the Settlement, determine whether and in what amount the Court should award Class Counsel attorneys fees’ and reimburse Class Counsel for expenses from the Settlement Fund (defined herein); and (4) consider such other matters as may properly come before the Court.
- 20 • This Notice provides information about how to make a claim for payment from the Settlement Fund, object to the proposed Settlement, or request exclusion from the Class.

21 _____
22 ¹ All capitalized terms not otherwise defined in this document shall have the meaning provided
23 in the Stipulation of Settlement with Ernst & Young LLP dated July 16, 2018 (the “Stipulation”)
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- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY _____, 2018	The <i>only</i> way to get a payment is to submit a claim form in connection with this Settlement. (See Claims Process below)
EXCLUDE YOURSELF BY _____, 2018	You get no payment. This is the <i>only</i> option for you to remove yourself from the Class and potentially pursue claims against EY and any released parties as defined in the Settlement Agreement
OBJECT BY _____, 2018	Write to the Court and object to the Settlement, the proposed Plan of Allocation and/or the motion for attorneys' fees and expenses. You will <u>not</u> be excluded from the Class
DO NOTHING	You will not get a payment if you do not submit a claim and you give up any future rights you might have should you exclude yourself or object.

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

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have owned Rentrak stock that was converted to comScore shares at the January 29, 2016 closing of the merger between comScore and Rentrak, and may be a Class Member in this Action. This package explains the Action, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them and how to get them.

The Court directed that this Notice be sent to Class Members because the Court certified a class and Class members have a right to know about a proposed settlement of this lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If approved, the Settlement will end the Action and all of the Class's claims against EY. The Court will review the Settlement at a Settlement Hearing on _____, 2018 at __: __.m. If the

1 Court approves the Settlement, and after any objections and appeals are resolved, the claims
2 administrator appointed by the Court will make the payments that the Settlement allows. The
3 Court in charge of the case is the Circuit Court for the State of Oregon for the County of
4 Multnomah, and the case is known as *Nathan v. Matta et al.*, Lead Case No. 16CV32458. This
5 case was assigned to the Honorable Jerry B. Hodson.
6

7 **2. What is this lawsuit about and what has happened so far?**

8 This case arises out of a merger between Rentrak Corporation and comScore in which
9 shares of comScore common stock were issued to Rentrak stockholders on the closing of the
10 Transaction on January 29, 2016. comScore has since disclosed that the Registration Statement
11 used in connection with the Transaction and the issuance of comScore shares to the Rentrak
12 stockholders contained inaccurate financial information that can no longer be relied upon. EY
13 was comScore’s independent auditor since 2000, and thus served as the independent auditor for
14 certain of comScore’s financial statements that were included in the Registration Statement.
15

16 Plaintiffs filed this case on October 3, 2016 against Serge Matta, Melvin Wesley III,
17 Magid M. Abraham, Gian M. Fulgoni, Russell Fradin, William J. Henderson, William Katz,
18 Ronald J. Korn, and Joan Lewis (collectively, the “Individual Defendants”) as well as EY
19 (collectively with the Individual Defendants, the “Defendants”) on behalf of a class of former
20 shareholders of Rentrak whose shares were converted to shares of comScore upon the closing of
21 the merger between Rentrak and comScore. Plaintiffs claimed Defendants are strictly liable for
22 the losses that Plaintiffs and the Class have incurred as a result of certain untrue statements of
23 material fact contained in the Registration Statement under Section 11 of the Securities Act of
24 1933.
25
26

1 After attempts to remove and/or stay the litigation, on April 24, 2017 the Individual
2 Defendants and EY moved to dismiss the Complaint.

3 On August 4, 2017, the Court held a hearing on the motions to dismiss, and after oral
4 argument, denied all Defendants' motions, including the motion of EY. A formal order denying
5 the motions was entered by the Court on August 30, 2017.
6

7 A related class action lawsuit was filed in the United States District Court for the
8 Southern District of New York against a number of defendants, including all of the Individual
9 Defendants in this case (the "*Federal Securities Action*"). The caption of that case is *Fresno*
10 *County Employees' Retirement Association, et al. v. comScore, Inc., et al.*, No. 1:16-cv-01820-
11 JGK. On June 7, 2018, the Honorable John G. Koeltl of the U.S. District Court for the Southern
12 District of New York granted final approval of the settlement (the "Federal Settlement") in the
13 *Federal Securities Action*. If you are receiving this Notice, you may be a member of the Class in
14 the *Federal Securities Action* and may have received a separate Notice regarding the Federal
15 Settlement. More information about the Federal Settlement is available at
16 <http://www.comscoresecuritieslitigation.com>.
17

18 This settlement described by this Notice does not release any claims asserted in the
19 *Federal Securities Action* nor does it provide for any recovery from any of the defendants in the
20 *Federal Securities Action*. EY is not a defendant in the *Federal Securities Action*. **If you**
21 **submitted a claim, objection, or exclusion request in connection with the Federal**
22 **Settlement, that request does not apply to this Settlement and you will be required to file**
23 **another claim, object, or exclusion request.**
24

25 On December 5, 2017 and February 14, 2018, respectively, the Court held hearings on
26 Plaintiffs' motion for class certification, appointment of John Hulme as Class Representative,

1 and approval of his selection of Class Counsel. Following the December 5, 2017 hearing, the
2 court deferred ruling on the motion for class certification pending developments on the then-
3 pending settlement in the *Federal Securities Action* and set an additional hearing for February
4 14, 2018. Following oral argument on February 14, 2018, the Court granted Plaintiffs’ motion
5 for class certification with respect to EY only. Later, on March 12, 2018, the Court entered an
6 Order to that effect.
7

8 Preliminary settlement discussions between Plaintiffs and EY commenced in late January
9 2018, with a mediation scheduled in March 2018. Ultimately, the Settling Parties mediated with
10 the Honorable Layn R. Phillips, a retired United States District Court Judge, on March 26, 2018,
11 which did not result in a settlement. Plaintiffs and EY continued the settlement discussions after
12 the mediation and on April 15, 2018, as a result of post-mediation communications between
13 Judge Phillips and the Settling Parties, resulted in an agreement-in-principle to resolve the claims
14 asserted against EY in the Action. On April 18, 2018, the Settling Parties executed a term sheet
15 and then proceeded to negotiated the full terms of the Settlement.
16

17 EY denies all allegations of wrongdoing contained in the Complaint and denies that it is
18 liable. The Settlement should not be seen as an admission or concession on the part of EY about
19 any of the claims, its fault or liability for damages.
20

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

22 In a class action, one or more people called class representatives sue on behalf of people
23 or entities, known as “class members,” who have similar claims. A class action allows one court
24 to resolve in a single case many similar claims that, if brought separately by individuals, might
25 be economically so small that they would never be brought. One court resolves the issues for all
26 class members, except for those who exclude themselves, or “opt out,” from the class (discussed
below). Following oral argument on February 14, 2018, the Court granted Plaintiffs’ motion for

1 class certification with respect to EY only. Later, on March 3, 2018, the Court entered an
2 implementing Order to that effect, which certified the Action as a class action on behalf of the
3 Class (“Class Certification Order”) and appointed Plaintiff John Hulme as Class Representative,
4 and approved his selection of counsel as Class Counsel.
5

6 **4. Why is there a settlement?**

7 The Court did not finally decide in favor of the Plaintiffs or EY. The Settlement will end
8 all the claims against EY in the Action and avoid the uncertainties and costs of further litigation
9 and any future trial. Affected investors will get compensation immediately, rather than after the
10 time it would take to conduct additional discovery, including depositions, complete motion
11 practice on the discovery, brief summary judgment, have a trial and exhaust all appeals. The
12 Settlement was reached after the Plaintiffs conducted a thorough investigation, briefed motions
13 to dismiss the claims, reviewed over 900,000 pages of documents produced during the course of
14 the Action, conducted multiple depositions, consulted extensively with experts in the fields of
15 accounting and damages, and engaged in arm’s-length negotiations about a settlement.
16

17 Preliminary settlement discussions between Plaintiffs and EY commenced in late January 2018,
18 with a mediation scheduled for March. Ultimately, the Settling Parties mediated with the
19 Honorable Layn R. Phillips, a retired United States District Court Judge, on March 26, 2018,
20 which did not result in a settlement. Plaintiffs and EY continued the settlement discussions after
21 the mediation and on April 15, 2018, as a result of post-mediation communications between
22 Judge Phillips and the Settling Parties, resulted in an agreement in principle to resolve the
23 Action. On April 18, 2018, the Settling Parties executed a term sheet and then proceeded to
24 negotiate the full terms of the Settlement.
25
26

1 **WHO IS IN THE SETTLEMENT?**

2 To see if you will get money from this Settlement, you first have to decide if you are a
3 member of the Class.

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

5 Judge Hodson has certified a Class of all record and beneficial holders of Rentrak
6 Corporation stock whose Rentrak Corporation stock was, upon the closing of the merger between
7 Rentrak and comScore, Inc. (“comScore”) on January 29, 2016, converted to comScore stock
8 issued pursuant to comScore’s registration statement on Form S-4 (File No. 333-207714), filed
9 with the Securities and Exchange Commission and declared effective on December 23, 2015 (the
10 “Registration Statement”). Excluded from the Class are Defendants, and any person who was an
11 officer or director of Rentrak Corporation, comScore, Inc., or a partner of Ernst & Young LLP
12 on January 29, 2016 (the “Excluded Persons”). As set forth in this Notice, you can ask to be
13 excluded from the Class by making a timely opt-out request.

14 **6. Are there exceptions to being included?**

15 There are some people who cannot be in the Class. The excluded persons are: (a) the
16 current or former Defendants in the Action; (b) any person who was an officer or director of
17 Rentrak Corporation, comScore, Inc., or a partner of Ernst & Young LLP on January 29, 2016;
18 and (c) any Person who timely and validly seeks exclusion from the Class.

19 **7. I am still not sure if I am included?**

20 If you are still not sure whether you are included, you can ask for free help from the
21 Claims Administrator: *Nathan v. Matta et al. Shareholder Litigation*, c/o GCG, PO Box 10634,
22 Dublin, OH 43017-9234; (888) 876-4192; www.NathanVMattaShareholdersLitigation.com
23
24
25
26

1 **THE SETTLEMENT BENEFITS – WHAT YOU GET**

2 **8. What does the settlement provide?**

3 In the Settlement, EY has agreed to fund a \$4,750,000 (before interest) account to be
4 divided, after deduction of Court-awarded attorneys’ fees and expenses, Court-approved costs
5 and expenses, settlement administration costs and any applicable taxes (“Net Settlement Fund”),
6 among all members of the Class who timely submit valid claims.
7

8 **9. How much will my payment be?**

9 The Plan of Allocation discussed on pages 19-22 explains how claimants’ “Recognized
10 Loss Amount” will be calculated. Your share of the Net Settlement Fund will depend on several
11 things, including: (a) the amount of Recognized Loss Amount of other members of the Class;
12 (b) how many shares of Rentrak stock you owned which were converted to comScore stock on
13 January 29, 2016; (c) whether or when you sold them (and, if so, for how much you sold them).
14 It is unlikely that you will get a payment for your entire Recognized Loss Amount, given the
15 number of potential members of the Class. After all members of the Class have submitted their
16 claims, the payment you get will be a portion of the Net Settlement Fund. Your share will be
17 your Recognized Loss Amount divided by the total of all Class Members’ Recognized Losses
18 and then multiplied by the total amount in the Net Settlement Fund. See the Plan of Allocation
19 beginning on page 19 for more information.
20
21

22 Once all the claims are processed and calculated, Class Counsel, without further notice to
23 the Class, will apply to the Court for an order distributing the Net Settlement Fund to the
24 members of the Class. Class Counsel will also ask the Court to approve payment of the Claims
25 Administrator’s fees and expenses incurred in connection with administering the Settlement that
26 have not already been reimbursed.

1 **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

2 **10. How can I get a payment?**

3 In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of
4 Claim is enclosed with this Notice. Read the instructions carefully, fill out the Proof of Claim,
5 include all of the required documents, sign it, and mail so that it is **postmarked no later than**
6 _____ **[70 days after the Notice Date]** or submit online **no later than** _____ **[70 days**
7 **after the Notice Date]**. If you do not submit a valid Proof of Claim form with all of the required
8 information, you will not receive a payment from the Net Settlement Fund; however, you will
9 still be bound in all other respects by the Settlement, the Judgment, and the releases contained
10 therein.

11
12 **11. When would I get my payment?**

13 The Court will hold a hearing on _____, 2018 at __:___.m., to decide whether to
14 approve the Settlement. All claims need to be submitted postmarked on or before _____,
15 2018. If the Court approves the Settlement, there may still be appeals which would delay
16 payment, perhaps for more than a year. It also takes time for all the claims to be processed.
17 Please be patient.

18
19 **12. What am I giving up to get a payment or stay in the Class?**

20 Unless you exclude yourself, you will stay in the Class, which means that if the
21 Settlement becomes effective (the “Effective Date”), you will forever give up and release all
22 Settled Claims. You will not in the future be able to bring a case asserting any Settled Claims.
23 The “Settled Claims” means any and all claims, suits, actions, appeals, causes of action, damages
24 (including, without limitation, compensatory, punitive, exemplary, rescissory, direct,
25 consequential or special damages, restitution, and disgorgement), demands, rights, debts,
26 penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees,
prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and

1 description whatsoever, including both known claims and Unknown Claims (as defined below)
2 or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect,
3 anticipated or unanticipated, asserted or that could have been asserted by Plaintiffs, whether
4 legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal,
5 state, common or foreign law, that are based upon, arise from, or relate to: (a) Plaintiffs’
6 investments in comScore securities, including the purchase, acquisition, sale, or holding of
7 comScore securities in exchange for stock of Rentrak via the Transaction; (b) the subject matter
8 of the Action; or (c) the facts alleged or that could have been alleged in any complaint filed in
9 the Action. For the avoidance of doubt, Plaintiffs and the Settlement Class do not release: (a) any
10 claim asserted against any defendant named in the *Federal Securities Action* or (b) any claim
11 asserted against the Individual Defendants in the Action other than EY.

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

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

6 The Released Parties may hereafter discover facts in addition to or different from those that any
7 of them now know or believe to be true related to the subject matter of the Released Claims, but
8 the Settling Parties shall expressly, fully, finally, and forever waive, compromise, settle,
9 discharge, extinguish, and release, and each other Released Party shall be deemed to have
10 waived, compromised, settled, discharged, extinguished, and released, and by operation of the
11 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
12 finally, and forever, any and all Released Claims, known or unknown, suspected or unsuspected,
13 contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist,
14 may exist, or heretofore have existed, upon any theory of law or equity now existing or coming
15 into existence in the future, including, but not limited to, conduct that is negligent, reckless,
16 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
17 subsequent discovery or existence of such different or additional facts. The Released Parties
18 acknowledge that the inclusion of “Unknown Claims” in the definition of Released Claims was
19 separately bargained for and is a key element of the Settlement.

20 EXCLUDING YOURSELF FROM THE SETTLEMENT

21 If you do not want a payment from this Settlement, but you want to keep any right you
22 may have to sue or continue to sue the EY Releasees on your own about the Settled Claims, then
23 you must take steps to exclude yourself from the Settlement. Excluding yourself is known as
24 “opting out” of the Class. EY may terminate the Settlement if certain amount of eligible
25 members of the Class opt-out from the Class.

26 **13. How do I get out of the settlement?**

To “opt-out” (exclude yourself) from the Class, you must send a signed letter by First-
Class Mail stating that you “request exclusion from the Class in *Nathan v. Matta et al.*, Lead

1 Case No. 16CV32458.” Your letter must state the number of shares of Rentrak that were
2 converted to comScore shares at the time of the closing of the Transaction on January 29, 2016,
3 and the date of any sales of such shares prior to October 3, 2016. This information is needed to
4 determine whether you are a member of the Class. In addition, you must include your name,
5 address, telephone number, and your signature. You must mail your exclusion request by First-
6 Class Mail, so that it is received on or before _____, 2018, to:

7
8 *Nathan v. Matta et al. Shareholder Litigation*, Claims Administrator - Exclusions
9 c/o GCG, PO Box 10634, Dublin, OH 43017-9234

10 You cannot exclude yourself or opt out by telephone or by e-mail. Your exclusion request
11 must comply with these requirements in order to be valid. If you write to request to be excluded,
12 you will not get any settlement payment and you cannot object to the Settlement.
13

14 **14. If I don't exclude myself, can I sue EY for the same thing later?**

15 No. Unless you exclude yourself, you give up any rights to sue EY and the EY Releasees
16 for all Settled Claims. If you have a pending lawsuit speak to your lawyer in that case
17 immediately. You must exclude yourself from this Class to continue your own lawsuit.
18 Remember, the exclusion deadline is _____, 2018.

19 **15. If I exclude myself, can I get money from this settlement?**

20 No. If you exclude yourself, do not send in a Proof of Claim to ask for any money. Any
21 previously submitted claim will also not be processed in the Settlement. However, you may
22 exercise any right you may have to sue, continue to sue or be part of a different lawsuit against
23 EY.
24

25 **16. Do I have a lawyer in this case?**

26 The law firms of Block & Leviton LLP, Andrews & Springer LLC (collectively “Class
Counsel”), and Stoll Berne Loking & Schlachter P.C. (“Liaison Counsel”) were appointed by the

1 Court to represent all members of the Class. You will not be separately charged for these
2 lawyers. The Court will determine the amount of Class Counsel's fees and expenses, which will
3 be paid from the Settlement Fund if they are approved. If you want to be represented by your
4 own lawyer, you may hire one at your own expense.

5
6 **17. How will the lawyers be paid?**

7 Class Counsel have not received any payment for their services in pursuing the claims
8 against EY on behalf of the Class, nor have they been reimbursed for their litigation expenses. At
9 the Settlement Hearing described below, or at such other time as the Court may order, Class
10 Counsel will ask the Court to award them, from the Settlement Fund, attorneys' fees of no more
11 than one-third (33.33%) of the Settlement Fund (including accrued interest), and to reimburse
12 them for their litigation expenses, such as the cost of experts, that they have incurred in pursuing
13 the Action. The fee requested by Class Counsel would compensate them for their efforts in
14 achieving the Settlement for the benefit of the Class and for the risk in undertaking the Litigation
15 on a contingent basis. The Court will determine the amount of the award.

17 **OBJECTING TO THE SETTLEMENT**

18 You can tell the Court that you don't agree with the Settlement or some part of it.

19 **18. How do I tell the Court that I don't like the settlement?**

20 If you are a Class member, you may object to the terms of the Settlement. Whether or
21 not you object to the terms of the Settlement, you may also object to the requested attorneys'
22 fees, costs and expenses, and/or the Plan of Allocation. In order for your objection to be
23 considered, you must file a signed statement with the Court, stating that you object to the
24 proposed Settlement in *Nathan v. Matta et al.*, Lead Case No. 16CV32458. You must include
25 your name, address, daytime telephone number, signature, and proof of Class membership, and
26 you must state the reasons for your objection, including any evidence or legal authority you have

1 to support your objection, as well as a sworn statement that neither you nor your counsel, if you
2 are represented, will accept any payment or other consideration in exchange for forgoing or
3 withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from a judgment
4 approving the Settlement.

5
6 Your objection must be filed with the Court and mailed to Class Counsel and each of
7 Defendants' counsel whose addresses are;

8 Jason M. Leviton
9 Joel A. Fleming
10 **BLOCK & LEVITON LLP**
11 155 Federal Street, Suite 400
12 Boston, MA 02110
13 Ph: 617-398-5600
14 Fx: 617-507-6020

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

24 *Class Counsel*

25 Stephen M. Rummage
26 steverummage@dwt.com
27 Tim Cunningham, OSB #100906
28 timcunningham@dwt.com
29 John F. McGrory, Jr., OSB #813115
30 johnmcgrory@dwt.com
31 **DAVIS WRIGHT TREMAINE LLP**
32 1300 SW 5th Avenue #2300
33 Portland, Oregon 97201
34 Telephone: (503) 241-2300
35 Facsimile: (503) 778-5299

36 Peter A. Wald
37 Peter.wald@lw.com
38 Kevin M. McDonough
39 kevin.mcdonough@lw.com
40 **LATHAM & WATKINS KKP**
41 505 Montgomery Street
42 Suite 2000
43 San Francisco, CA 94111-6538
44 Telephone: (415) 391-0600
45 Facsimile: (415) 395-8095

46 *Counsel For Defendant Ernst & Young LLP*

47 Any objection must be filed by _____ [21 calendar days before Fairness Hearing]. The
48 Court's address is Clerk of the Court, Multnomah County Circuit Court, 1021 S.W. Fourth Ave,
49 Portland, OR 97204.

50 It is not necessary to attend the Fairness Hearing to object to the Settlement. But Class
51 members who have submitted an objection in the manner and time period described in this
52 Notice may be heard, or have an attorney speak on their behalf, at the Fairness Hearing. If you

1 or your attorney plan to be heard, you must indicate in your written objection your intention to
2 appear and identify any witnesses or exhibits you intend to introduce. If you plan to have your
3 attorney speak on your behalf, your attorney must, on or before _____, 2018 [21 calendar days
4 before Fairness Hearing], file a Notice of Appearance in this action with the Clerk of the Court
5 and deliver a copy to all counsel listed above. Unless otherwise directed by the Court, any Class
6 member who does not make his, her or its objection in the manner provided shall be deemed to
7 have waived all objections to the Settlement and shall be foreclosed from raising (in this
8 proceeding or on any appeal) any objection to the Settlement, and any untimely objections shall
9 be barred.
10

11 **19. What is the difference between objecting and excluding?**

12 Objecting is simply telling the Court that you do not like something about the proposed
13 Settlement. You can still submit a Claim and recover from the Settlement. You can object only if
14 you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of
15 the Class. If you exclude yourself, you have no basis to object because the case no longer affects
16 you.
17

18 **THE COURT’S FAIRNESS HEARING**

19 The Court will hold a hearing to decide whether to approve the settlement. You may
20 attend and you may speak, but you don’t have to.
21

22 **20. When and where will the Court decide whether to approve the settlement?**

23 The Court will hold a Fairness Hearing on _____, 2018, at _:___m., before the
24 Honorable Jerry B. Hodson at the Circuit Court for the State of Oregon for the County of
25 Multnomah, 1021 SW 4th Ave, Portland, Oregon, for the purpose of determining whether to:
26 (1) approve the Settlement of the Action for \$4,750,000 in cash to be paid to the Class as fair,
reasonable and adequate; (2) enter judgment dismissing EY from the Action with prejudice and

1 extinguishing and releasing all Settled Claims; (3) if the Court approves the Settlement,
2 determine whether and in what amount the Court should award attorneys fees' and
3 reimbursement for expenses from the Settlement Fund to Class Counsel; and (4) consider such
4 other matters as may properly come before the Court.
5

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

9 **21. Do I have to come to the hearing?**

10 No, Class Counsel will answer questions the Court may have. But you are welcome to
11 attend at your own expense. If you send an objection, you don't have to come to Court to talk
12 about it. As long as you mailed your written objection on time, the Court can consider it. You
13 may also pay your own lawyer to attend, but it is not necessary.
14

15 **22. May I speak at the hearing?**

16 If you object to the Settlement, you may ask the Court for permission to speak at the
17 Settlement Hearing. To do so, you must include with your objection (see Question 18 above) a
18 statement that it is your "notice of intention to appear in Nathan v. Matta et al, Lead Case No.
19 16CV32458 Final Approval Hearing." Persons who intend to object and want to present
20 evidence at the Settlement Hearing must also include in their written objection the identity of any
21 witness they may call to testify and exhibits they intend to introduce at the Settlement Hearing.
22 You cannot speak at the hearing if you excluded yourself from the Class or if you have not
23 provided written notice of your intention to speak at the Settlement Hearing according to the
24 procedures described above and in the answer to Question 18.
25
26

1 **IF YOU DO NOTHING**

2 **23. What happens if I do nothing at all?**

3 If you do nothing, and you did not submit a claim, you'll get no money. But unless you
4 exclude yourself (See Question 13), you will not be able to start a lawsuit, continue with a
5 lawsuit, or be part of any other lawsuit against EY about the Released Claims in this case. To
6 share in the Net Settlement Fund you must submit a Proof of Claim (see Question 10).
7

8 **GETTING MORE INFORMATION**

9 **24. Are there more details about the settlement?**

10 This Notice summarizes the proposed Settlement. More details are in the Stipulation of
11 Settlement, dated as of July 16, 2018 (the "Stipulation"). You may review the Stipulation filed
12 with the Court and all documents filed in the Litigation during business hours at the Clerk of the
13 Court, Multnomah County Circuit Court, 1021 S.W. Fourth Ave, Portland, OR 97204. You also
14 can call the Claims Administrator toll free at (888) 876-4192; call Class Counsel at (617) 398-
15 5600; write to Nathan v. Matta et al. Shareholder Litigation, c/o GCG, PO Box 10634, Dublin,
16 OH 43017-9234; or visit the website www.NathanVMattaShareholdersLitigation.com, where
17 you can find answers to common questions, download copies of the Proof of Claim form, and
18 locate other information to help you determine whether you are a member of the Class and
19 whether you are eligible for a payment. Please Do Not Call the Court or Ernst & Young With
20 Questions About the Settlement.
21
22

23 **UNDERSTANDING YOUR PAYMENT**

24 The \$4,750,000 Settlement Amount and any interest it earns is called the Settlement
25 Fund. The Settlement Fund, minus all taxes, costs, attorneys' fees and expenses (the Net
26 Settlement Fund), will be distributed according to the Plan of Allocation described herein to

1 members of the Class who timely submit valid claims that show a Recognized Loss, as defined
2 herein, and that are allowed by the Court (“Settlement Payment Recipients”).

3 Your share of the Net Settlement Fund will depend on how many shares of Rentrak
4 common stock you held at the time of the closing of the Transaction, your sales of comScore
5 stock, if any, after the Transaction closed, and the total number of valid Proofs of Claim that
6 Class members send in.
7

8 Distributions will be made to Settlement Payment Recipients after all claims have been
9 processed and the Court has finally approved the Settlement.

10 The Net Settlement Fund will be disbursed by the Claims Administrator to the Settlement
11 Payment Recipients and will be allocated amongst the Settlement Payment Recipients as follows.
12 Any distribution will require a \$7.50 minimum.
13

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

22 CALCULATION OF RECOGNIZED LOSS AMOUNTS

23 Based on the formula stated below, a “Recognized Loss Amount” will be calculated for
24 each share of comScore common stock acquired in the Transaction on January 29, 2016 in
25 exchange for Rentrak common stock that is listed on the Proof of Claim and Release Form and
26

1 for which adequate documentation is provided. If a Recognized Loss Amount calculates to a
2 negative number under the formula below, that Recognized Loss Amount will be zero.

3 For each share of comScore common stock acquired in the Transaction on January 29,
4 2016 in exchange for Rentrak common stock, and:

5 (a) Sold prior to October 3, 2016 (the date the lawsuit was filed), the Recognized Loss
6 Amount will be:

7 (i) \$38.53 per share (comScore's closing stock price on January 29, 2016)
8 minus
9

10 (ii) the sale price of the comScore common stock; or

11 (b) Sold between October 3, 2016 and July 16, 2018 (inclusive), the Recognized Loss
12 Amount will be:

13 (i) \$38.53 per share minus

14 (ii) the greater of: [A] comScore's closing stock price on October 3, 2016 of
15 \$30.36 per share, or [B] the sale price of the comScore common stock; or
16

17 (c) Still held as of July 16, 2018, the Recognized Loss Amount will be:

18 (i) \$38.53 per share minus

19 (ii) comScore's closing stock price on October 3, 2016 of \$30.36 per share.
20

21 ADDITIONAL PROVISIONS

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

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

1 purchases, and then against purchases/acquisitions in chronological order, beginning with the
2 earliest purchase/acquisition. Shares of comScore common stock acquired in the Transaction in
3 exchange for Rentrak common stock are deemed to have been acquired after the market closed
4 on January 29, 2016 at a price of \$38.53 per share. Purchases and sales of comScore common
5 stock will be deemed to have occurred on the “trade” date as opposed to the “settlement” date.
6

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

11 Options: Option contracts are not securities eligible to participate in the Settlement. For
12 matching purposes, with respect to shares of comScore common stock sold through the
13 assignment or exercise of an option, the sale date of comScore common stock is the assignment
14 or exercise date of the option and the sale price of comScore common stock is the greater of: (i)
15 the exercise price of the option; or (ii) the closing stock price on the exercise date.
16

17 Calculation of Settlement Payment Recipient’s “Recognized Claim”: A Settlement
18 Payment Recipient’s “Recognized Claim” under the Plan of Allocation will be the sum of his,
19 her, or its Recognized Loss Amounts.
20

21 Determination of Distribution Amount: The Net Settlement Fund will be distributed to
22 Settlement Payment Recipients on a pro rata basis based on the relative size of their Recognized
23 Claims. Specifically, a “Distribution Amount” will be calculated for each Settlement Payment
24 Recipient, which will be the Settlement Payment Recipient’s Recognized Claim divided by the
25 total Recognized Claims of all Settlement Payment Recipients, multiplied by the total amount in
26 the Net Settlement Fund. If any Settlement Payment Recipient’s Distribution Amount calculates

1 to less than \$7.50, it will not be included in the calculation and no distribution will be made to
2 that Settlement Payment Recipient.

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

12 Class members who do not submit acceptable Proofs of Claim will not share in the
13 Settlement proceeds. However, the Settlement and the final Judgment releasing certain claims
14 against EY and other released parties (as defined herein) and dismissing the Action with
15 prejudice will nevertheless bind all Class members who do not request exclusion.
16

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

3 EY, and their respective counsel, will have no responsibility or liability whatsoever for
4 the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of
5 Allocation or the payment of any claim. Plaintiff and Class Counsel, likewise, will have no
6 liability for their reasonable efforts to execute, administer, and distribute the Settlement.
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10 APPROVED BY: JUDGE JERRY B. HODSON
11 Circuit Court of the State of Oregon for the County
12 of Multnomah
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EXHIBIT A-2

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

IRA S. NATHAN

Plaintiffs,

v.

SERGE MATTA, et al.,

Defendants.

Lead Case No. 16CV32458

**PROOF OF CLAIM FORM AND
RELEASE**

Assigned to Hon. Jerry B. Hodson

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 _____ **[70 days from mailing], 2018, addressed as follows:**

15 **Nathan v. Matta et al. Shareholder Litigation**
16 **c/o GCG**
17 **PO Box 10634**
18 **Dublin, OH 43017-9234**

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

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

- 26 • If you are a member of the Class, you are bound by the terms of any Order and Final
Judgment entered in the Action **whether or not you submit a Proof of Claim and
Release Form, unless you submit a timely and complete request to be excluded from
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:

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

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11 Street Address:

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12 City: State: Zip Code:

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13 Foreign Province and Postal Code: Country:

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14 Email Address: Telephone No.:

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

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16 Taxpayer Identification Number for Beneficial Owner(s)

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

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

5

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

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

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1 **Claim Form**

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- 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 July 16, 2018, 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 July 16, 2018. 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 **Beginning Holdings.** How many shares of comScore common stock did you hold **before** the
2 Transaction closed (i.e., shares of comScore stock that you acquired **other** than through the
Transaction)? (If none, write "zero" or "0")

3 _____ shares

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

7 _____ shares

8 **Other Acquisitions (for balancing only).** How many shares of comScore common stock did you
9 purchase or acquire from January 29, 2016 through July 16, 2018, inclusive (other than shares
10 of comScore stock that you acquired through the Transaction). (If none, write "zero" or "0.")

11 _____ shares

12 **Sales.** List each individual sale, or disposition of comScore common stock from January 29,
2016 through July 16, 2018, inclusive, as follows:

Date(s) of Sale (list chronologically) (Month/Day/Year)	Number of Shares of Common Stock Sold /Disposed	Price Per Share of Common Stock	Total Sale Price (excluding taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

22 **Ending Holdings.** How many shares of comScore common stock did you hold as of the open of
23 trading on July 16, 2018? (If none, write "zero" or "0"; if other than zero, this must be
documented).

24 _____ 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 July 16, 2018 (“Stipulation”), and in connection with the settlement (the
5 “Settlement”) of certain claims against Ernst & Young LLP (“EY”) contemplated therein. I also
6 submit to the jurisdiction of the Circuit Court of the State of Oregon for the County of
7 Multnomah, with respect to my claim as a Class member and for purposes of enforcing the
8 release set forth herein. I further acknowledge that I am bound by and subject to the terms of any
9 Order and Final Judgment (defined below) that may be entered in the Action. I agree to furnish
additional information to Class Counsel and/or the Claims Administrator to support this claim if
required to do so. I have not submitted any other claim covering the conversion of my shares of
Rentrak common stock to shares of comScore common stock and know of no other person or
entity having done so on my behalf.

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

11 I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and
12 forever settle, release, relinquish and discharge all of the Settled Claims (defined below) against
the EY Releasees as contemplated in the Stipulation.

13 The Stipulation contemplates the issuance of an order and final judgment which shall
14 dismiss the Action with prejudice and bar all of the Settled Claims against the EY Releasees.

15 The Stipulation defines those key terms as follows:

16 The “Class” means (a) all record and beneficial holders of Rentrak stock whose Rentrak
17 stock was, upon the closing of the merger between Rentrak and comScore on January 29, 2016,
18 converted to comScore stock issued pursuant to comScore’s Registration Statement on Form S-4
19 (File No. 333-207714), filed with the SEC and declared effective on December 23, 2015,
excluding (a) Defendants, and any person who was an officer or director of Rentrak
Corporation, comScore, Inc., or a partner of Ernst & Young LLP on January 29, 2016
20 (“Excluded Persons”); and (b) Opt-Out Members.

21 The “Settling Parties” are Plaintiffs and EY.

22 The “EY Releasees” means, in any capacity, EY, Ernst & Young Global Limited, each
23 member firm of Ernst & Young Global Limited (together with EY and Ernst & Young Global
24 Limited, the “EY Entities”), and any and all of the EY Entities, past, present, and future partners,
25 directors, principals, officers, employees, subsidiaries, affiliates, divisions, predecessors,
successors, assigns, attorneys, stockholders, accountants, auditors, advisors, trustees,
administrators, fiduciaries, consultants, representatives, insurers, and agents, in their respective
capacities as such.

26 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.

1 The “Oregon Section 11 Actions” means collectively the *Nathan v. Matta, et al.*,
2 16CV32458 (Multnomah County, Oregon) and *Hulme v. Matta, et al.*, 17CV11445 (Multnomah
3 County, Oregon), which were consolidated.

4 The “Action” means the consolidated action captioned *Nathan v. Matta, et. al.*, Lead
5 Case No. 16CV32458 (Multnomah County, Oregon).

6 The “Settled Claims” means any and all claims, suits, actions, appeals, causes of action,
7 damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct,
8 consequential or special damages, restitution, and disgorgement), demands, rights, debts,
9 penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees,
10 prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and
11 description whatsoever, including both known claims and Unknown Claims (as defined below),
12 whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or
13 unanticipated, asserted or that could have been asserted by Plaintiffs, whether legal, contractual,
14 rescissory, statutory, or equitable in nature, whether arising under federal, state, common or
15 foreign law, that are based upon, arise from, or relate to: (a) Plaintiffs’ investments in comScore
16 securities, including the purchase, acquisition, sale, or holding of comScore securities in
17 exchange for stock of Rentrak via the Transaction; (b) the subject matter of the Action; or (c) the
18 facts alleged or that could have been alleged in any complaint filed in the Action. For the
19 avoidance of doubt, Plaintiffs and the Settlement Class do not release: (a) any claim asserted
20 against any defendant named in the *Federal Securities Action* or (b) any claim asserted against
21 the Individual Defendants in the Action other than EY.

22 The “EY Releasees’ Claims” means all claims and causes of action of every nature and
23 description, including both known claims and Unknown Claims (as defined below), whether
24 arising under federal, state, common or foreign law, that arise out of or relate to the institution,
25 prosecution, or settlement of the claims against EY, except for claims relating to the enforcement
26 of the Settlement.

27 The “Released Claims” are the Settled Claims and the EY Releasees’ Claims.

28 The “Released Parties” are the Released Plaintiff Parties and the EY Releasees.

29 “Unknown Claims” means (a) any claim that any of the Released Plaintiff Parties does
30 not know or suspect to exist in his, her or its favor at the time of the Effective Date, including
31 claims which, if known by him, her or it, might have affected his, her or its settlement with and
32 release of the EY Releasees, or might have affected his, her or its decision(s) with respect to the
33 Settlement, including the decision to object to the terms of the Settlement or to exclude himself,
34 herself, or itself from the Class; and (b) any claim that any EY Releasee does not know or
35 suspect to exist in his, her or its favor at the time of the Effective Date, including claims which, if
36 known by him, her or it, might have affected his, her or its settlement with and release of the
37 Released Plaintiff Parties, or might have affected his, her or its decision(s) with respect to the
38 Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree
39 that, upon the Effective Date, the Settling Parties shall expressly waive, and each other Released
40 Party shall be deemed to have waived, and by operation of the Judgment shall have expressly
41 waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542

1 and any law of any state or territory of the United States, or principle of common law or foreign
2 law, which is similar, comparable or equivalent to California Civil Code §1542, which provides:

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

7 The Released Parties may hereafter discover facts in addition to or different from those
8 that any of them now know or believe to be true related to the subject matter of the Released
9 Claims, but the Settling Parties shall expressly, fully, finally, and forever waive, compromise,
10 settle, discharge, extinguish, and release, and each other Released Party shall be deemed to have
11 waived, compromised, settled, discharged, extinguished, and released, and by operation of the
12 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
13 finally, and forever, any and all Released Claims, known or unknown, suspected or unsuspected,
contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist,
may exist, or heretofore have existed, upon any theory of law or equity now existing or coming
into existence in the future, including, but not limited to, conduct that is negligent, reckless,
intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
subsequent discovery or existence of such different or additional facts. The Released Parties
acknowledge that the inclusion of "Unknown Claims" in the definition of Released Claims was
separately bargained for and is a key element of the Settlement.

14 This release shall be of no force or effect unless and until the Court approves the
15 Stipulation and upon entry of the Final Approval Order or an Alternate Judgment.

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 July 16,
13 2018.

14 I (We) hereby warrant and represent that I (we) am (are) a member of the Class and am
15 neither an Excluded Person nor have sought exclusion from the Class.

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

18 Executed this _____ of _____

19 in

20 _____, _____.

21 (Signature of Claimant)

22 (Type or print name of Claimant)

23 (Capacity of person signing above, e.g.,
24 Beneficial Purchaser(s), Administrator,
25 Executor, Trustee, Custodian, Power of
26 Attorney, etc.)

Proof of Authority to File Enclosed?

____ Yes _____ No

(See Section __)

Executed this _____ of _____

in

_____, _____.

(Signature of Claimant)

(Type or print name of Claimant)

(Capacity of person signing above, e.g.,
Beneficial Purchaser(s), Administrator,
Executor, Trustee, Custodian, Power of
Attorney, etc.)

Proof of Authority to File Enclosed?

____ Yes _____ No

(See Section __)

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

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1 **Reminder Checklist:**

- 2 1. Please sign the Certification section of the Proof of Claim and Release on Page 10.
- 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 _____, 2018.**

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EXHIBIT B

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

IRA S. NATHAN

Plaintiffs,

v.

SERGE MATTA, et al.,

Defendants.

Lead Case No. 16CV32458

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

Assigned to Hon. Jerry B. Hodson

1 WHEREAS, the Plaintiffs and Ernst & Young LLP (“EY”) (together, the “Settling
2 Parties”) entered into a Stipulation of Settlement dated July 16, 2018 (the “Stipulation”), which
3 sets forth the terms and conditions for the Settlement of claims alleged in the above-entitled
4 consolidated action (the “Action”); and the Court having read and considered the Stipulation and
5 the accompanying documents; and the Settling Parties having consented to the entry of this
6 Order;

7 WHEREAS, on March 12, 2018, the Court certified the Class for the claims asserted
8 against EY;

9 WHEREAS, on _____, 2018, the Court entered its Order Preliminarily Approving
10 Settlement, and Providing For Notice (“Preliminary Approval Order”), which, *inter alia*,
11 preliminarily approved the Settlement, approved the form and manner of notice to the Class of
12 the Settlement, and said notice having been provided to the Class, and a fairness hearing having
13 been held; and
14

15 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and
16 proceedings herein, and it appearing to the Court upon examination that the Settlement set forth
17 in the Stipulation is fair, reasonable and adequate, and upon a Fairness Hearing having been held
18 after notice of the Settlement to the Class to determine if the Settlement is fair, reasonable, and
19 adequate and whether this Judgment should be entered in the Action, **IT IS HEREBY**
20 **ORDERED**, this ___ day of _____ 2018, that:
21

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

24 2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and
25 over the Settling Parties and all members of the Class.
26

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

- 4 a. constituted the best notice practicable under the circumstances;
- 5 b. were reasonably calculated, under the circumstances, to apprise Class members
6 of: (i) the proposed Settlement; (ii) their right to object to any aspect of the
7 proposed Settlement; (iii) their right to appear at the Fairness Hearing, either on
8 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;
- 9 c. constituted due, adequate and sufficient notice to all persons entitled to be
10 provided with notice; and
- 11 d. fully satisfied all applicable requirements of Oregon law, due process and any
other applicable law.

12 4. **Certification of a Class.** The Court has found that John Hulme and Class
13 Counsel fairly protected and adequately represented the interests of the Class and that the
14 requirements of ORCP 32 are satisfied with respect to the Class. The Court certified the Class in
15 its Order of March 12, 2018. The persons or entities that timely submitted valid requests for
16 exclusion from the Class are set forth in Exhibit 1 to the Judgment. The persons or entities listed
17 on Exhibit 1 are not bound by the Settlement or the Judgment, and such persons are not entitled
18 to any rights or benefits provided to Class members by the terms of the Settlement and this
19 Order.

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

25 6. **Final Approval of Settlement.** The Court finds that the Settlement is, in all
26 respects, fair, reasonable, and adequate to the Class and the Settling Parties. Accordingly, the

1 Settlement is finally approved in its entirety. The Settling Parties are hereby directed to
2 effectuate the Settlement according to the terms of the Stipulation. The Settling Parties and all
3 Class members are hereby bound by this Final Order, the Judgment, and by the terms of the
4 Settlement as set forth in the Stipulation. The Settling Parties are to bear their own costs. The
5 class representatives and Class Counsel have fairly and adequately represented the interest of the
6 Class members in connection with the Settlement, and the Stipulation was entered into by the
7 Settling Parties at arm's length and in good faith.

9 **7. Releases.**

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

22 8. Upon entry of this Final Approval Order, EY shall be deemed to have, and by
23 operation of the Judgment shall have irrevocably, absolutely and unconditionally, fully, finally
24 and forever released all EY Releasee Claims against the Released Plaintiff Parties.

25 9. The "Effective Date" shall be the date on which all of the following conditions
26 have occurred: (a) EY has made or caused to be made the Settlement Payment; and (b) this Final
Approval Order and Judgment have become Final. Upon the occurrence of all of the events

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

3 10. Neither the Stipulation nor the Settlement, nor any act performed or document
4 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
5 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the
6 validity of any Released Claim; (b) is or may be deemed to be, or may be used, as a presumption,
7 concession, or admission of, or evidence of, any fault or omission of any of the Released Parties
8 in any civil, criminal or administrative proceeding in any court, administrative agency or other
9 tribunal; or (c) is or may be deemed to be an admission or evidence that any claims or defenses
10 asserted by any Settling Party were either valid or not valid in any civil, criminal or
11 administrative proceeding. The Released Parties may file the Stipulation and/or the Judgment, or
12 refer to them, in any action that may be brought against them in order to support a defense or
13 counterclaim based on principles of res judicata, collateral estoppel, release, good faith
14 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion
15 or similar defense or counterclaim. Any Settling Party may file this Judgment in any action that
16 may be brought to enforce the terms of the Stipulation.

17 11. If the Settlement set forth in the Stipulation fails to become effective in
18 accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in
19 the Action as of April 19, 2018; (b) the terms and provisions of the Stipulation shall have no
20 further force and effect with respect to the Settling Parties and shall not be used in the Action or
21 in any other proceeding for any purpose; (c) this Judgment and any other order entered by the
22 Court in accordance with the terms of the Stipulation shall be treated as vacated; and (d) within
23 fifteen (15) business days of the termination, Plaintiffs shall cause to be returned to EY the
24 Settlement Fund, in proportion to the amount each contributed to the Settlement Amount, less
25 expenses which have either been disbursed pursuant to the Stipulation, or are determined to be
26 actually incurred and chargeable to the Settlement Fund, along with an itemization and
description of any and all expenses which have been disbursed from the Settlement Fund.

1 12. **Claims Bar Order and Injunction.** On _____, 2018, the Court entered a Claims
2 Bar Order and Injunction. The Court hereby bars and enjoins, to the fullest extent permitted by
3 law, any and all claims by any Barred Person against the EY Releasees, and by the EY Releasees
4 against any Barred Person, for (a) contribution or indemnity arising out of or related to the
5 claims or allegations asserted by Plaintiffs in the Action, or (b) any other claim of any type,
6 whether arising under state, federal, common, or foreign law, for which the injury or damages
7 claimed is that Barred Person's actual or threatened liability to Plaintiffs or the Class.

8 13. **Attorneys' Fees and Expenses.** The Court hereby awards attorneys' fees of
9 \$_____, plus expenses in the amount of \$_____, together with the interest earned
10 thereon for the same time period and at the same rate as that earned on the Settlement Fund until
11 paid, to be paid from the Settlement Fund. The Court finds that (a) Plaintiffs' Counsel have
12 complied with all requirements of ORCP 32 M; and (b) the amount of fees and expenses
13 awarded is fair and reasonable given (i) the time and effort expended by the attorney in the
14 litigation, including the nature, extent, and quality of the services rendered; (ii) the results
15 achieved and benefits conferred upon the class; (iii) the magnitude, complexity, and uniqueness
16 of the litigation; (iv) the contingent nature of success; and (v) other appropriate criteria in Rule
17 1.5 of the Oregon Rules of Professional Conduct. Lead Counsel shall allocate the attorneys' fees
18 amongst Plaintiffs' Counsel in a manner consistent with agreements amongst Plaintiffs' Counsel
19 and which they in good faith believe reflects the contributions of such counsel to the prosecution
20 and settlement of the Action. The awarded attorneys' fees and expenses and interest thereon
21 shall be paid from the Settlement Fund as set forth in the Stipulation. The Defendant shall have
22 no obligation with respect to the payment of any attorneys' fees and expenses.

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

1 15. All agreements made and orders entered during the course of the Action relating
2 to the confidentiality of information, including, but not limited to, the Court entered Stipulated
3 Protective Order for the Exchange and Production of Confidential Information (the “Protective
4 Order”) of August 18, 2017, which shall survive this Settlement.

5 16. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any
6 way, the Court retains exclusive jurisdiction over the Action and: (a) implementation of this
7 Settlement and any award or distribution of the Settlement Fund, including interest earned
8 thereon; (b) disposition of the Settlement Fund; (c) matters concerning the award of attorneys’
9 fees and expenses and any interest thereon; and (d) the Settling Parties for the purpose of
10 construing, enforcing, and administering the Stipulation.

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12 Good cause being shown, it is SO ORDERED:

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Circuit Court Judge Jerry B. Hodson

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EXHIBIT C

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

IRA S. NATHAN

Plaintiffs,

v.

SERGE MATTA, et al.,

Defendants.

Lead Case No. 16CV32458

**CLAIMS BAR ORDER AND
INJUNCTION**

Assigned to Hon. Jerry B. Hodson

1 THIS MATTER came before the Court on _____, on the unopposed motion of
2 defendant Ernst & Young LLP (“EY”) for a claims bar order and injunction. The Court
3 considered the motion, supporting authorities, memoranda, declarations, and pleadings filed in
4 this case in support of the claims bar order and injunction and in support of the parties
5 Stipulation of Settlement to determine preliminarily that the proposed compromises and plan of
6 distribution are fair and adequate. The Court makes the following findings and conclusions:

7 This is a class action in which Plaintiffs allege that defendants are liable under Section 11
8 of the Securities Act of 1933, 15 U.S.C. § 77k, pursuant to Plaintiffs’ allegations in the
9 Complaint of John Hulme in these consolidated cases (the “Action”) (attached as Exhibit A).

10 The Court entered an order that, among other things, determined this action would be
11 maintained as a class action with respect to the proposed settlement with EY, approved notice to
12 members of the class, and preliminarily approved a proposed settlement and compromise of the
13 class action between Plaintiffs and the other members of the class, on the one hand, and EY, on
14 the other hand.

15 As part of that settlement, EY filed an unopposed motion seeking a claims bar order and
16 injunction on _____.

17 IT IS HEREBY ORDERED AND ADJUDGED that

18 1. The Court hereby ***permanently bars and enjoins***, to the fullest extent permitted
19 by law, any and all claims by any individual or entity (“Barred Person”) against the EY
20 Releasees, and by the EY Releasees against any Barred Person, for (a) contribution or
21 indemnity arising out of or related to the claims or allegations asserted by Plaintiffs in the
22 Action, or (b) any other claim of any type, whether arising under state, federal, common, or
23 foreign law, for which the injury or damages claimed is that Barred Person’s actual or
24 threatened liability to Plaintiffs or the Class.

25 2. Nothing in the injunction shall be construed to limit rights to indemnity created
26 by contract or under a policy of insurance.

1 3. This claims bar order and injunction shall be incorporated by reference into the
2 final judgment with respect to defendants entered by the Court in this case.
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5 IT IS SO ADJUDGED:
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Circuit Court Judge Jerry B. Hodson

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EXHIBIT D

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

IRA S. NATHAN

Plaintiffs,

v.

SERGE MATTA, et al.,

Defendants.

Lead Case No. 16CV32458

GENERAL JUDGMENT

Assigned to Hon. Jerry B. Hodson

1. By Order dated March 12, 2018, the Court certified the Class in this consolidated action (the “Action”). The “Class” means (a) all record and beneficial holders of Rentrak stock whose Rentrak stock was, upon the closing of the merger between Rentrak and comScore on January 29, 2016, converted to comScore stock issued pursuant to comScore’s Registration Statement on Form S-4 (File No. 333-207714), filed with the SEC and declared effective on December 23, 2015. Excluded from the Class are Defendants, and any person who was an officer or director of Rentrak Corporation, comScore, Inc., or a partner of Ernst & Young LLP on January 29, 2016; and (b) Opt-Out Members listed on Exhibit 1 attached hereto, who would otherwise be Class members but excluded themselves from the Class by submitting a valid and timely request for exclusion in accordance with the requirements set forth in the Notice of Proposed Class Action Settlement.

2. Pursuant to the Court’s Order Granting Final Approval of Class Action Settlement signed this ____ day of _____, 2018, and entered in the Action,

IT IS HEREBY ORDERED AND ADJUDGED that

1 (1) All claims asserted in the Action by Plaintiffs against Ernst & Young LLP are
2 dismissed with prejudice;

3 (2) All claims asserted in the Action on behalf of the Class against Ernst & Young
4 LLP are dismissed with prejudice;

5 (3) The Court retains jurisdiction over the claims against Ernst & Young LLP for the
6 limited purpose of implementing and enforcing the Stipulation and the Order Granting Final
7 Approval of Class Action Settlement signed _____, 2018.

8 (4) Plaintiffs and each of the Class members shall be deemed to have, and by
9 operation of this General Judgment shall have, fully, finally and forever released, relinquished
10 and discharged all Settled Claims, in accordance with the terms of the Stipulation and the Order
11 Granting Final Approval of Class Action Settlement.

12 (5) This General Judgment incorporates the Claim Bar Order and Injunction entered
13 by the Court on _____, 2018, a copy of which is attached as Exhibit A.

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17 IT IS SO ADJUDGED:

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24 _____
25 Circuit Court Judge Jerry B. Hodson
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