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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  
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           NOW, THEREFORE, IT IS HEREBY ORDERED, this 10th day of August 2018, that:

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

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

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

19           4.       **Settlement Fairness Hearing.** A hearing (the “Fairness Hearing”) shall be held  
20 before this Court, on 11/13, 2018, at 8:30 a.m. [at least 70 days following the Notice Date  
21 (defined below)], for the following purposes: (a) to determine whether the proposed Settlement is  
22 fair, reasonable and adequate, and should be approved by the Court; (b) to determine whether the  
23 Judgment, substantially in the form attached as Exhibit C to the Stipulation, should be entered;  
24 (c) to determine whether the proposed Plan of Allocation should be approved by the Court as  
25 fair, reasonable and adequate; (d) to consider Class Counsel’s application for an award of  
26 attorneys’ fees and expenses; and (e) to rule upon such other matters as the Court may deem

1 appropriate. All papers in support of the Settlement, the Plan of Allocation, and any application  
2 by Class Counsel for attorneys' fees and expenses shall be served and filed no later than thirty-  
3 five (35) calendar days prior to the Fairness Hearing.

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

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

25 7. **Retention of Claims Administrator and Manner of Notice.** The Court  
26 approves the appointment of Garden City Group, LLC as the Claims Administrator to administer

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

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

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

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

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

24 (a) Within ninety days after the Notice Date, each Person claiming to be a  
25 Settlement Payment Recipient shall be required to submit to the Claims Administrator a  
26

1 completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, signed under  
2 penalty of perjury.

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

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

14 **10. Requests for Exclusion from the Class.** All Class members, regardless of  
15 whether they submit a Proof of Claim, shall be bound by all determinations and judgments in the  
16 Actions unless they submit a valid request to be excluded from the Class pursuant to ORCP 32  
17 F(1). To request exclusion, a Class member must, no later than twenty-one calendar days before  
18 the Fairness Hearing, submit a written request for exclusion to the Claims Administrator at  
19 Nathan v. Matta et al. Shareholder Litigation, c/o GCG, PO Box 10634, Dublin, OH 43017-9234  
20 with copies served on Class Counsel and EY's counsel at the addresses provided in the Notice  
21 (an "Opt-Out Request"). An Opt-Out Request must provide: (a) an unambiguous request to be  
22 excluded from the Class; (b) the Opt-Out Member's full name, address, telephone number,  
23 signature, and the number of Rentrak shares beneficially owned by the Opt-Out Member that  
24 were converted to comScore stock on the closing of the Transaction; and (c) copies of account  
25 statements or other documentary evidence of the number of Rentrak shares beneficially owned  
26 by the Opt-Out Member that were converted to comScore stock upon the closing of the

1 Transaction. EY may object to, and the Court may reject, requests for exclusion that do not  
2 comply with the terms of this Order. Any person or entity who or which timely and validly  
3 requests exclusion in compliance with the terms stated in this Order and is excluded from the  
4 Class shall not be a Class member, shall not be bound by the terms of the Settlement or any other  
5 orders or judgments in the Actions, and shall not be entitled to receive any payment from the Net  
6 Settlement Fund as described in the Stipulation and Notice. Any Class member who or which  
7 does not timely and validly request exclusion from the Class in the manner stated in this Order:  
8 (a) shall be deemed to have waived his, her or its right to be excluded from the Class in the  
9 Action or in any other proceeding; (b) shall be fully and forever barred from requesting  
10 exclusion from the Class; (c) shall be bound by the provisions of the Stipulation and all orders  
11 and judgments in the Action, including but not limited to the releases provided therein; and (d)  
12 shall be fully and forever barred from commencing, maintaining or prosecuting any of the  
13 Settled Claims.

14           11.    **Objections to the Settlement.** Any Class member who has not requested  
15 exclusion may appear and show cause why the Settlement should or should not be approved,  
16 why the Judgment should or should not be entered, or why Plaintiffs Counsel’s application for an  
17 award of attorneys’ fees and expenses should not be awarded or should be reduced, provided  
18 that, by twenty-one (21) calendar days before the Fairness Hearing, that Class member (the  
19 “Objector”) has filed with the Clerk of the Court, Multnomah County Circuit Court, 1021 S.W.  
20 Fourth Ave, Portland, OR 97204, with copies served on Class Counsel and EY’s counsel at the  
21 addresses included in the Notice: (i) the Objector’s full name, address, telephone number,  
22 signature and proof of his, her or its membership in the Class; (ii) a written statement of the  
23 reasons for the objection; (iii) whether the Objector or his, her or its counsel intends to appear at  
24 the Fairness Hearing, and if represented by counsel, the name and contact information of such  
25 counsel; (iv) copies of any papers, briefs or other matter that the Objector or his, her or its  
26 counsel wishes the Court to consider; and (v) a sworn statement by the Objector and his, her, or

1 its counsel that neither the Objector nor his, her, or its counsel will accept any payment or other  
2 consideration in exchange for forgoing or withdrawing an objection, or forgoing, dismissing, or  
3 abandoning an appeal from a judgment approving the Settlement.

4 12. Any Class member who objects to the Settlement and/or award of fees and  
5 expenses to Class Counsel may also request the Court's permission to speak at the Fairness  
6 Hearing by sending a letter by First Class Mail called a "Notice of Intention to Appear at  
7 Fairness Hearing in *Nathan v. Matta et al.*, Lead Case No. 16CV32458," which should include  
8 the same information set forth in paragraph 11, along with a written statement indicating the  
9 Class member's intention to attend and speak at the Fairness Hearing, and must be filed with the  
10 Court, and copies must be served on Class Counsel and EY's counsel at the addresses provided  
11 in the Notice. Such document must be postmarked by, and filed with the Court by twenty-one  
12 (21) days prior to the Fairness Hearing.

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

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

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

23 16. **Stay on Litigating Released Claims.** All proceedings in the Action, other than  
24 such proceedings as may be necessary to carry out the terms and conditions of the Settlement,  
25 are hereby stayed until further order of this Court. Pending final determination of whether the  
26 Settlement should be approved, the Plaintiffs, all Class members, and each of them, and anyone

1 who acts or purports to act on their behalf, shall not institute, prosecute, continue, maintain or  
2 assert, and are hereby barred and enjoined from instituting, prosecuting, continuing, maintaining  
3 or asserting, any action in any court or tribunal that asserts any Settled Claims, and shall not  
4 assist any person in instituting, prosecuting, participating, continuing, maintaining or asserting  
5 any such claims. If the United States District Court for the Southern District of New York denies  
6 the pending motion for final approval of the Federal Settlement, nothing in this paragraph shall  
7 prohibit Plaintiffs or the Class from seeking additional discovery from EY, including both  
8 document productions and witness testimony, in connection with and to the extent necessary to  
9 prosecute claims asserted in this Action by Plaintiffs or the Class against any of the Defendants  
10 in the Action other than EY.

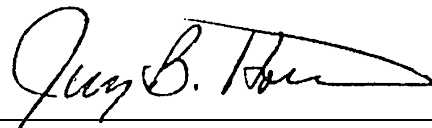
11 17. **Escrow Funds.** All funds held by the Escrow Agent pursuant to the Stipulation  
12 shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to  
13 the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the  
14 Stipulation.

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

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

21 Good cause being shown, it is SO ORDERED:

Signed: 8/10/2018 10:14 AM



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**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,<sup>1</sup> the proposed Settlement with Ernst & Young LLP (“EY” or  
18 Defendant”) will create a \$4,750,000 settlement fund (the “Settlement Fund”) for the  
19 benefit of former stockholders of Rentrak whose shares were exchanged for comScore  
20 stock upon the closing of the Transaction.
- 21 • The Settlement resolves all claims against EY in the lawsuit pending in this Court, which  
22 alleges violations of Section 11 of the Securities Act of 1933, and releases all Settled  
23 Claims (as defined herein) against each and all of the EY Releasees (as defined herein)  
24 with prejudice.
- 25 • The Court will review the Settlement at the Settlement Hearing to be held on \_\_\_\_\_,  
26 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.
- 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.

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided  
in the Stipulation of Settlement with Ernst & Young LLP dated July 16, 2018 (the “Stipulation”)

- Your legal rights are affected whether you act or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY _____, 2018</b>	The <i>only</i> way to get a payment is to submit a claim form in connection with this Settlement. (See Claims Process below)
<b>EXCLUDE YOURSELF BY _____, 2018</b>	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
<b>OBJECT BY _____, 2018</b>	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
<b>DO NOTHING</b>	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 **2. What is this lawsuit about and what has happened so far?**

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

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

21 In a class action, one or more people called class representatives sue on behalf of people  
22 or entities, known as "class members," who have similar claims. A class action allows one court  
23 to resolve in a single case many similar claims that, if brought separately by individuals, might  
24 be economically so small that they would never be brought. One court resolves the issues for all  
25 class members, except for those who exclude themselves, or "opt out," from the class (discussed  
26 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 **4. Why is there a settlement?**

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

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

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

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

Judge Hodson has certified a Class of all record and beneficial holders of Rentrak Corporation stock whose Rentrak Corporation stock was, upon the closing of the merger between Rentrak and comScore, Inc. (“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 Securities and Exchange Commission and declared effective on December 23, 2015 (the “Registration Statement”). 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 (the “Excluded Persons”). As set forth in this Notice, you can ask to be excluded from the Class by making a timely opt-out request.

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

There are some people who cannot be in the Class. The excluded persons are: (a) the current or former Defendants in the Action; (b) 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 (c) any Person who timely and validly seeks exclusion from the Class.

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

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



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



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.

### 18 EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

25 To "opt-out" (exclude yourself) from the Class, you must send a signed letter by First-  
26 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 *Nathan v. Matta et al. Shareholder Litigation*, Claims Administrator - Exclusions  
8 c/o GCG, PO Box 10634, Dublin, OH 43017-9234  
9

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

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

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

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

7  
8 Jason M. Leviton  
Joel A. Fleming  
9 **BLOCK & LEVITON LLP**  
10 155 Federal Street, Suite 400  
Boston, MA 02110  
Ph: 617-398-5600  
11 Fx: 617-507-6020

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

18 *Class Counsel*

Stephen M. Rummage  
steверummage@dwt.com  
Tim Cunningham, OSB #100906  
timcunningham@dwt.com  
John F. McGrory, Jr., OSB #813115  
johnmcgrory@dwt.com  
19 **DAVIS WRIGHT TREMAINE LLP**  
1300 SW 5th Avenue #2300  
Portland, Oregon 97201  
Telephone: (503) 241-2300  
Facsimile: (503) 778-5299

Peter A. Wald  
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kevin.mcdonough@lw.com  
20 **LATHAM & WATKINS KKP**  
505 Montgomery Street  
Suite 2000  
San Francisco, CA 94111-6538  
Telephone: (415) 391-0600  
Facsimile: (415) 395-8095

*Counsel For Defendant Ernst & Young LLP*

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

24 It is not necessary to attend the Fairness Hearing to object to the Settlement. But Class  
25 members who have submitted an objection in the manner and time period described in this  
26 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 Any Class member may appear at the Fairness Hearing and be heard on any of the  
6 foregoing matters; provided, however, that no such person shall be heard unless his, her, or its  
7 objection is made in conformity with the requirements set forth above.  
8

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 **GETTING MORE INFORMATION**

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

9  
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](http://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 **UNDERSTANDING YOUR PAYMENT**

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

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

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

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

19  
20  
21 CALCULATION OF RECOGNIZED LOSS AMOUNTS

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

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

12 (i) \$38.53 per share minus

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

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

17 (i) \$38.53 per share minus

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

20 ADDITIONAL PROVISIONS

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

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

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

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

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

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

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.

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  
25  
26

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.  
7

8  
9 APPROVED BY: JUDGE JERRY B. HODSON  
10 Circuit Court of the State of Oregon for the County  
11 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:

10

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

12

13 Street Address:

14

15 City: State: Zip Code:

16

17 Foreign Province and Postal Code: Country:

18

19 Email Address: Telephone No.:

20

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

22

23 Taxpayer Identification Number for Beneficial Owner(s)

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

25

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

5

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

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

14

1 **Claim Form**

- 2 • In the space provided on the following page, supply all required details of (a) the  
3 exchange of your Rentrak common stock for comScore common stock and (b) your  
4 transaction(s) in comScore common stock after the Transaction closed on January 29,  
5 2016. If you need more space, attach separate sheets giving all of the required  
6 information in substantially the same form. Sign and print or type your name on each  
7 additional sheet.
- 8 • Please provide all of the requested information with respect to **all** of your purchases,  
9 acquisitions, and sales of comScore common stock after January 29, 2016 through July  
10 16, 2018, whether such transactions resulted in a profit or loss. Failure to report all such  
11 transactions may result in the rejection of your claim.
- 12 • List each transaction separately and in chronological order, by trade date, beginning with  
13 the earliest. You must accurately provide the month, day, and year of each transaction  
14 you list.
- 15 • You must submit documentation that you held Rentrak common shares that were  
16 converted to common shares of comScore as well as of your trading history in comScore  
17 common shares after the Transaction closed through July 16, 2018. Acceptable  
18 documentation may include: (a) monthly stock brokerage or other investment account  
19 statements; (b) trade confirmation slips; (c) a signed letter from your broker on firm  
20 letterhead verifying the information you are providing; or (d) other equivalent proof of  
21 your transactions. **Do not send originals.** Broker confirmations or other documentation  
22 of your transactions should be attached to your claim. Failure to provide this  
23 documentation could delay verification or your claim or result in rejection of your claim.
- 24 • The requests are designed to provide the minimum amount of information necessary to  
25 process the simplest claims. The Claims Administrator may request additional  
26 information as required to efficiently and reliably calculate your losses. In cases where  
the Claims Administrator cannot perform the calculation accurately or at a reasonable  
cost to the Class with the information provided, the Claims Administrator may condition  
acceptance of the claim upon the production of additional information and/or the hiring  
of an accounting expert at claimant's cost.

1 **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  
of comScore stock that you acquired through the Transaction). (If none, write "zero" or "0.")

10 \_\_\_\_\_ shares

11 **Sales.** List each individual sale, or disposition of comScore common stock from January 29,  
12 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)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

21 **Ending Holdings.** How many shares of comScore common stock did you hold as of the open of  
22 trading on July 16 , 2018? (If none, write "zero" or "0"; if other than zero, this must be  
23 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  
10 additional information to Class Counsel and/or the Claims Administrator to support this claim if  
11 required to do so. I have not submitted any other claim covering the conversion of my shares of  
12 Rentrak common stock to shares of comScore common stock and know of no other person or  
13 entity having done so on my behalf.

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

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

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

20 The Stipulation defines those key terms as follows:

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

28 The “Settling Parties” are Plaintiffs and EY.

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

36 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.*,  
16CV32458 (Multnomah County, Oregon) and *Hulme v. Matta, et al.*, 17CV11445 (Multnomah  
2 County, Oregon), which were consolidated.

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

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

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

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

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

“Unknown Claims” means (a) any claim that any of the Released Plaintiff Parties does  
not know or suspect to exist in his, her or its favor at the time of the Effective Date, including  
claims which, if known by him, her or it, might have affected his, her or its settlement with and  
release of the EY Releasees, or might have affected his, her or its decision(s) with respect to the  
Settlement, including the decision to object to the terms of the Settlement or to exclude himself,  
herself, or itself from the Class; and (b) any claim that any EY Releasee does not know or  
suspect to exist in his, her or its favor at the time of the Effective Date, including claims which, if  
known by him, her or it, might have affected his, her or its settlement with and release of the  
Released Plaintiff Parties, or might have affected his, her or its decision(s) with respect to the  
Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree  
that, upon the Effective Date, the Settling Parties shall expressly waive, and each other Released  
Party shall be deemed to have waived, and by operation of the Judgment shall have expressly  
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,  
14 contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist,  
15 may exist, or heretofore have existed, upon any theory of law or equity now existing or coming  
16 into existence in the future, including, but not limited to, conduct that is negligent, reckless,  
17 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the  
18 subsequent discovery or existence of such different or additional facts. The Released Parties  
19 acknowledge that the inclusion of "Unknown Claims" in the definition of Released Claims was  
20 separately bargained for and is a key element of the Settlement.

21 This release shall be of no force or effect unless and until the Court approves the  
22 Stipulation and upon entry of the Final Approval Order or an Alternate Judgment.  
23  
24  
25  
26



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

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

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

9 I (We) hereby warrant and represent that I (we) have included accurate information about  
10 all of my (our) purchases or acquisitions of comScore common stock that occurred after January  
11 29, 2016, the number of shares of comScore common stock held before the Transaction closed,  
12 and the number of shares of comScore common stock held as of the open of trading on 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 \_\_\_\_\_  
22 (Signature of Claimant)  
23 \_\_\_\_\_  
24 (Type or print name of Claimant)  
25 \_\_\_\_\_  
26 (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 \_\_)

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.**

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.**

1 **UTCR 5.100 CERTIFICATE OF READINESS**

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

3 **PRELIMINARY APPROVAL ORDER:** is ready for judicial signature because:

- 4  Each opposing party affected by this order or judgment has stipulated to the order or  
5 judgment, as shown by each opposing party's signature on the document being submitted.
- 6  Each opposing party affected by this order or judgment has approved the order or  
7 judgment, by written confirmation of approval sent to me.
- 8  I served a copy of this order by mail to opposing counsel not less than three days prior to  
9 submission to the court and:
- 10  I served a copy of this order by mail to any self-represented party not less than seven days  
11 prior to submission to the court, accompanied by a notice of the time period to object  
12 and:
- 13  No objection has been served on me.
- 14  I received objections that I could not resolve with the opposing party despite  
15 reasonable efforts to do so. I have filed a copy of the objections I received and  
16 indicated which objections remain unresolved.
- 17  After conferring about objections, the opposing party agreed to file any remaining  
18 objections with the court.
- 19  I have served a copy of this order or judgment on all parties entitled to service and
- 20  No objection has been served on me.
- 21  I received objections that I could not resolve with the opposing party despite  
22 reasonable efforts to do so. I have filed a copy of the objections I received and  
23 indicated which objections remain unresolved.
- 24  After conferring about objections, the opposing party agreed to file any remaining  
25 objections with the court.

26 DATED this 18th day of July, 2018.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

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

Attorneys for Plaintiff