

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

IN RE RENTRAK CORPORATION
SHAREHOLDERS LITIGATION

CONSOLIDATED LEAD
CASE NO. 15CV27429

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

Assigned to Judge Litzenberger

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

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

I. PURPOSE OF THE NOTICE

This Notice is provided pursuant to an order issued by the Circuit Court for the State of Oregon for the County of Multnomah (the “Court”). This Notice serves to inform you of the proposed settlement (the “Settlement”) of the above-captioned consolidated class action lawsuit (the “Action”) and a hearing to be held by the Court (the “Fairness Hearing”) on September 12, 2017 at 9:00 a.m., to consider whether to: (1) approve the Settlement of the Action for \$19,000,000.00 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.

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

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.

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.

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

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

Rentrak Corporation Shareholders Litigation
Claims Administrator
P.O. Box 4234
Portland, OR 97208-4234
www.RentrakCorporationShareholdersLitigation.com

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

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

III. BACKGROUND OF THE ACTION

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

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

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

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

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

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

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

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

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

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

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

On October 1, 2016, the discovery stay expired.

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

On January 16, 2017, Ira Nathan died.

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

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

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

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

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

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

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

On June 7, 2017, for purposes of this Settlement only, the Court consolidated the *Hulme v. Livek* Action into the Action, certified the Class for settlement purposes only, and granted preliminary approval of the Settlement, ordering this Notice to be mailed to potential members of the Class.

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

IV. MONETARY VALUE OF THE PROPOSED SETTLEMENT

The Settlement, if approved, will result in the creation of a cash settlement fund of \$19,000,000.00 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and minus the costs of this Notice and all costs associated with the administration of the Settlement, as well as any attorneys' fees and expenses awarded to Class Counsel that are approved by the Court (the "Net Settlement Fund"), will be distributed to Class members who submit valid and timely Proof of Claim forms ("Settlement Payment Recipients") pursuant to the Plan of Allocation that is described in the next section of this Notice.

V. PLAN OF ALLOCATION

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

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

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

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

CALCULATION OF RECOGNIZED LOSS AMOUNTS

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

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

- (a) Sold during the period from January 29, 2016, through and including the close of trading on February 6, 2017, the Recognized Loss Amount will be:
 - (i) \$63.52 per share (representing the "standalone" value for Rentrak based on the discounted cash flow analysis performed by Goldman Sachs as part of its fairness opinion for the Transaction) minus

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

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

VI. RELEASES

A. Definitions

Under the terms of the Settlement:

Parties

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

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

“comScore” is comScore, Inc.

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

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

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

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

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

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

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

“Rentrak” is Rentrak Corporation.

Related Actions

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

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

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

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

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

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

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

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

Released Claims

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

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

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

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

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

“Unknown Claims” means (a) any claim that any Released Plaintiff Party 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 Rentrak Parties or the Released comScore Parties, or might have affected his, her, or its decision(s) with respect to the Settlement; and (b) any claim that any Released Rentrak Party or any Released comScore Party 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 Parties stipulate and agree that, upon the

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

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

The Released Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Released Claims, but the Released Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist, may exist, or heretofore have existed, upon any theory 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.

B. Releases

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

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

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

VII. REASONS FOR THE SETTLEMENT

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

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

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

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

VIII. CLASS ACTION DETERMINATION

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

IX. ATTORNEYS' FEES AND EXPENSES

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

Class Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Fairness Hearing. Class Counsel will apply for an award of up to 33% of the Settlement Fund, or up to \$6,270,000.00, plus payment of expenses incurred in connection with the litigation of the Action in an amount not to exceed \$300,000.00, to be paid from the Settlement Fund. If awarded, these amounts will be paid out of the Settlement Fund; Class members are not personally liable for any such fees or expenses.

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

X. RIGHT TO REQUEST EXCLUSION OR OBJECT

A. Class Members May Request Exclusion from the Class

All Class members, regardless of whether they submit a Proof of Claim, shall be bound by all determinations and judgments in the consolidated actions, including the Judgment, unless they request exclusion from the Class. To request exclusion, you must, by August 7, 2017, submit a written request for exclusion from "*In re Rentrak Corporation Shareholders Litigation*, No. 15CV27429" (an "Opt-Out Request") to the Claims Administrator at Rentrak Corporation Shareholders Litigation, Claims Administrator, P.O. Box 4234, Portland, OR 97208-4234 with copies served on Class Counsel and Defendants' counsel at the following addresses:

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

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Nathan, Trustee for the Ira S.
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Nathan, Trustee for the Ira S.
Nathan Revocable Trust, John Hulme,
and the Putative Class*

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Corporation*

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

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

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

B. Class Members May Object to the Settlement

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

Your objection must be mailed to Class Counsel and each of Defendants’ counsel, whose addresses are listed in Section X.A above, by August 22, 2017. Class Counsel will file and submit all objections with the Court.

It is not necessary to attend the Fairness Hearing to object to the Settlement, but Class members who have submitted an objection in the manner and time period described in this Notice may be heard, or have an attorney speak on their behalf, at the Fairness Hearing. If you or your attorney plans to be heard, you must indicate in your written objection your intention to appear and identify any witnesses or exhibits you intend to introduce. If you plan to have your attorney speak on your behalf, your attorney must, on or before **August 22, 2017**, file a Notice of Appearance in this Action with the Clerk of the Court and deliver a copy to all counsel listed in Section X.A above. Unless otherwise directed by the Court, any Class member who does not make his, her, or its objection in the manner provided shall be deemed to have waived all objections to the Settlement and shall be foreclosed from raising (in this proceeding or on any appeal) any objection to the Settlement, and any untimely objections shall be barred.

XI. FAIRNESS HEARING

The Court will hold a Fairness Hearing on **September 12, 2017, at 9:00 a.m.**, before the Honorable Marilyn E. Litzenberger at the Circuit Court for the State of Oregon for the County of Multnomah, for the purpose of determining whether to (1) approve the Settlement of the Action for \$19,000,000.00 in cash to be paid to the Class as fair, reasonable, and adequate; (2) enter judgment dismissing the Released Claims (defined herein) with prejudice and extinguishing and releasing all Released Claims; (3) if the Court approves the Settlement, determine whether and in what amount the Court should award attorneys' fees and reimbursement for expenses from the Settlement Fund to Class Counsel; and (4) consider such other matters as may properly come before the Court.

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

XII. SUBMITTING A CLAIM

In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is enclosed with this Notice. Read the instructions carefully, fill out the Proof of Claim, include all of the required documents, sign it, and mail so that it is **postmarked no later than September 19, 2017** or submit online **no later than September 19, 2017**. If you do not submit a valid Proof of Claim form with all of the required information, you will not receive a payment from the Net Settlement Fund; however, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained therein.

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

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

XIV. SCOPE OF THE NOTICE AND GENERAL INQUIRIES

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

Rentrak Corporation Shareholders Litigation
Claims Administrator
P.O. Box 4234
Portland, OR 97208-4234
www.RentrakCorporationShareholdersLitigation.com

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

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION.