

SETTLEMENT AGREEMENT AND RELEASE

The parties hereto, by and through their respective counsel, in consideration for and subject to the promises, terms and conditions contained in this Settlement Agreement and Release (“Settlement Agreement”), hereby agree, subject to Court approval pursuant to Federal Rule of Civil Procedure 23, as follows:

I. RECITALS

WHEREAS, on or about March 31, 2017, Andrew Wahl initiated a class action lawsuit against Yahoo! Inc. (“Yahoo”)¹ in the Superior Court of the State of California, County of Santa Clara, Case No. 17-cv-308083;

WHEREAS, on or about May 12, 2017, Yahoo removed the above-referenced action to the United States District Court for the Northern District of California, Case 5:17-cv-02745-BLF;

WHEREAS, on or about September 15, 2017 the Court granted Yahoo’s motion to dismiss in its entirety, with leave to amend, finding that Andrew Wahl, a Missouri resident, could not allege a violation of a California law that protects only “consumers in this state”;

WHEREAS, on or about May 18, 2018, Yuan Guo (“Plaintiff”), a resident of California, was substituted for Mr. Wahl as plaintiff and putative class representative in a First Amended Complaint, which is now the operative complaint in this action (the “Action”);

¹ On or about June 13, 2017, Yahoo! Inc. transferred to Yahoo Holdings, Inc. all liabilities relevant to the class action lawsuit filed by Andrew Wahl. Yahoo Holdings, Inc., a Delaware corporation with an office located at 701 First Avenue, Sunnyvale, California, 94089, is a wholly owned subsidiary of Verizon Communications Inc. Yahoo! Inc. no longer owns any interest in the past, present, or future liabilities relevant to this action. Effective January 1, 2018, Yahoo Holdings, Inc. changed its name to Oath Holdings Inc. For purposes of this Settlement Agreement and the releases given thereunder, the term “Yahoo” shall refer to the principals, agents, representatives, owners, officers, directors, employees, independent contractors, successors, assigns, subsidiaries, parents, related entities, and affiliates of Oath Holdings Inc., including but not limited to Yahoo! Inc. (now known as Altaba Inc.) and Oath Inc.

WHEREAS, the Action asserts claims for alleged violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*, the "UCL") on behalf of a purported class of California consumers based on alleged violations of California's Automatic Renewal Law (Cal. Bus. & Prof. Code § 17600 *et seq.*);

WHEREAS, counsel for Plaintiff and Mr. Wahl have considered that, if the claims asserted in the Action are not settled now by voluntary agreement among the parties, future proceedings (including appeals) would be protracted and expensive, involve highly complex legal and factual issues relating to liability and damages, and would involve substantial uncertainties, delays, and other risks inherent in litigation. In light of these factors, counsel for Plaintiff has concluded that it is desirable and in the best interests of Plaintiff and the putative members of the class to settle the claims asserted in the Action at this time;

WHEREAS, counsel for Plaintiff has concluded that the settlement embodied in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the putative class in the Action;

WHEREAS, Yahoo has vigorously denied and continues to vigorously deny all of the claims and contentions alleged in the Action, denies any wrongdoing and denies any liability to Plaintiff or any putative class members of the Action;

WHEREAS, Yahoo has also considered the risks and potential costs of continued litigation, on the one hand, and the benefits of the proposed settlement, on the other hand, and desires to settle the Action upon the terms and conditions set forth in this Settlement Agreement;

WHEREAS, Yahoo agreed not to oppose class action treatment of the claims alleged in the Action solely for the purpose of effecting the compromise and settlement of those claims on a California class basis as set forth herein and not for any other purpose; and

WHEREAS, this Settlement Agreement was reached as a result of extensive arms-length negotiations between counsel for Plaintiff and Andrew Wahl and counsel for Yahoo, and after meditation with the Hon. Ronald M. Sabraw (ret.), currently affiliated with JAMS, which occurred on March 13, 2018;

NOW THEREFORE, it is hereby stipulated and agreed, by and between the Parties, through their respective counsel, that: (a) the Action be fully and finally compromised, settled, and released on a California-class basis, upon final settlement approval by the Court after a hearing as provided for in this Settlement Agreement; and (b) upon such approval by the Court, a Final Order and Judgment, substantially in the form attached hereto as Exhibit “B,” be entered dismissing the Actions with prejudice, once the Effective Date (as defined below) has been reached, all upon the following terms and conditions.

II. DEFINITIONS

1. “Bar Date” means the final time and date by which a Claim Form must be received by the Settlement Administrator in order for a Settlement Class Member to be entitled to certain of the settlement consideration contemplated in this Settlement Agreement. The Bar Date shall be 60 calendar days after the Notice Date. The Bar Date may be extended by written agreement of the parties through Class Counsel and Defense Counsel without further approval of the Court or notice to the Settlement Class, provided that the settlement website administered by the Settlement Administrator shall be promptly updated to reflect any extension of the Bar Date. The Long Form Notice shall include information concerning the Bar Date and shall also advise members of the Settlement Class that the Bar Date may be extended and that, if the Bar Date is extended, such information shall be provided on the settlement website.

2. “Claim Form” means the document substantially in the form attached hereto as Exhibit “C,” which may be modified to meet the requirements of the Claims Administrator, pursuant to which eligible Settlement Class Members can elect to recover the benefits described in Paragraphs 27 through 30.

3. “Claim Period” means the time period from the Notice Date through the Bar Date, which is the time period that Settlement Class Members will have to elect to claim the benefits and payments contemplated by Paragraphs 27 through 30 of this Settlement Agreement.

4. “Class Counsel” means Bob Horn and Joe Kronawitter from the law firm Horn Alyward & Brandy in Kansas City, Missouri, and Darius Ogloza, Micah Nash, and Josephine Lee from the law firm Ogloza Fortner LLP in San Francisco, California.

5. “Court” means the United States District Court for the Northern District of California and the Judge Beth Labson Freeman.

6. “Defense Counsel” means the law firm of Gibson, Dunn & Crutcher LLP.

7. “Effective Date” means the date on which the Final Order and Judgment (defined below) in the Action becomes “Final.” As used in this Settlement Agreement, “Final” means five court days after all of the following conditions have been satisfied:

(a) The Final Order and Judgment has been entered; and

(b) (i) if reconsideration and/or appellate review of the Final Order and Judgment is not sought, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ of the final judgment in the Action; or (ii) if reconsideration and/or appellate review is sought from the Final Order and Judgment or otherwise: (A) the date on which the Final Order and Judgment is affirmed and is no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Judgment, and the final judgment in the Action, are no longer subject to judicial review.

8. “Event of Termination” means any event terminating the Settlement Agreement, including but not limited to: (1) mutual written agreement of the parties to terminate the Settlement Agreement; (2) the Court denying any motion for preliminary or final approval of the Settlement; (3) any reviewing court reversing the Court’s orders approving preliminary or final approval of the Settlement; or (4) any other event set forth in this Settlement Agreement according to which the Settlement Agreement would be terminated. Upon an Event of Termination, the parties shall return to the status quo ante as it existed on the date this Settlement Agreement was signed.

9. “Final Fairness Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Order and Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members; and (c) to rule upon an application by Class Counsel for an award of attorneys’ fees and expenses.

10. “Final Order and Judgment” means an order fully and finally approving the Settlement and dismissing the Action with prejudice, substantially in the form attached hereto as Exhibit “B.”

11. “Long Form Notice” means the long form “NOTICE OF SETTLEMENT,” substantially in the form attached hereto as Exhibit “D.”

12. “Notice Date” means the date that the Long Form Notice and/or Summary Notice is initially emailed by the Settlement Administrator.

13. “Person” means any legal entity, including but not limited to a natural person, corporation, organization, partnership, or other legal entity.

14. “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and Notice Procedures, substantially in the form attached hereto as Exhibit “A.”

15. “Released Claims” means any and all claims, demands, rights, damages, obligations, suits, liens, and causes of action over every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims (as described in Paragraph 40 below) as of the Effective Date by Plaintiff and all Settlement Class Members (and Plaintiff’s and Settlement Class Members’ respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that were brought as of the date of the Final Fairness Hearing or that could have been brought against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or

referred to in the Action (including, but not limited to alleged violations of any and all federal, state, commonwealth, district, or territorial consumer protection, unfair competition, and/or false or deceptive advertising statutes; breach of contract; breach of express or implied warranty; fraud; negligent misrepresentation; unjust enrichment, restitution, trespass, conversion, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort).

16. “Released Parties” means: Yahoo (as defined in footnote 1, *supra*) and its respective employees, assigns, attorneys, agents, and all of each of their past, present, and future officers and directors; all of each of their parents, subsidiaries, divisions, affiliates, predecessors, and successors, and each of their respective employees, assigns, attorneys, agents, resellers and past, present and future officers and directors; and any and all persons, entities, or corporations involved in any way in creating, operating, hosting, or administering Rivals.com.

17. “Releasing Parties” means Plaintiff and all Settlement Class Members, and each of their predecessors, successors, assigns, heirs, or executors.

18. “Settlement” means the settlement embodied in this Settlement Agreement.

19. “Settlement Administrator” means the qualified third party selected by the parties and approved by the Court in the Preliminary Approval Order to administer the Settlement, including providing Summary Notice. The parties agree to recommend that the Court appoint JND Legal Administration. If JND Legal Administration is unavailable or the parties agree otherwise, the parties may recommend a different proposed Settlement Administrator.

20. “Settlement Class” means all customers in California who were charged on a recurring basis by Rivals.com for auto-renewal subscriptions entered into between March 31, 2013 and the present.

21. “Settlement Class Member(s)” means any member of the Settlement Class who does not elect exclusion or opt out from the Settlement Class pursuant to the terms and conditions for exclusion set out in this Settlement Agreement, the Long Form Notice, and the Summary Notice.

22. “Summary Notice” means the summary “Notice of Proposed Class Action Settlement,” substantially in the form attached hereto as Exhibit “E.”

III. SUBMISSION OF THE SETTLEMENT TO THE COURT AND STAY

23. The parties agree to stay all trial court litigation proceedings upon the signing of this Settlement Agreement (which stay shall be terminated upon an Event of Termination) except to carry out or enforce the terms and conditions of this Settlement Agreement, and to secure the Preliminary Approval Order and Final Order and Judgment.

24. No later than five court days following the signing of this Settlement Agreement, Class Counsel shall apply to the Court for entry of the Preliminary Approval Order (substantially in the form attached as Exhibit “A”), for the purpose of, among other things:

(a) Approving the Long Form Notice and Summary Notice, substantially in the form set forth at Exhibits “D” and “E”;

(b) Finding that the requirements for provisional certification of the Settlement Class have been satisfied, appointing Plaintiff as the representative of the Settlement Class, and Class Counsel as counsel for the Settlement Class, and preliminarily approving the Settlement as being within the range of reasonableness such that the Long Form Notice and Summary Notice should be provided pursuant to this Settlement Agreement;

(c) Scheduling the Final Fairness Hearing to determine whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and to determine whether a Final Order and Judgment should be entered dismissing the Action with prejudice;

(d) Preliminarily approving the form of the Final Order and Judgment;

(e) Directing that notice of the Settlement and of the Fairness Hearing shall be given to the Settlement Class as follows:

(i) providing an email notification with a link to a settlement website to be designed and administered by the Settlement Administrator that will contain the settlement

documents (including but not limited to the Long Form Notice and the Claim Form), a list of important dates, and any other information to which the parties may agree; and

(ii) having the Settlement Administrator contact by a direct mail postcard sent to the last postal address in Defendant's records for any Settlement Class Members whose email notifications are returned;

(f) Providing that Settlement Class Members will have until the Bar Date to submit Claim Forms;

(g) Providing that any objections by any Settlement Class Member to the certification of the Settlement Class and the proposed Settlement contained in this Settlement Agreement, and/or the entry of the Final Order and Judgment, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Long Form Notice, the Summary Notice and Preliminary Approval Order, such objector files with the Court a notice of the objector's intention to appear, and otherwise complies with the requirements in Paragraphs 61 through 64 of this Settlement Agreement;

(h) Establishing dates by which the parties shall file and serve all papers in support of the application for final approval of the Settlement and/or in response to any valid and timely objections;

(i) Providing that all Settlement Class Members will be bound by the Final Order and Judgment dismissing the Action with prejudice unless such members of the Settlement Class timely file valid written requests for exclusion or opt out in accordance with this Settlement Agreement and the Long Form Notice;

(j) Providing that Settlement Class Members wishing to exclude themselves from the Settlement will have until the date specified in the Long Form Notice, the Summary Notice, and the Preliminary Approval Order to submit a valid written request for exclusion or opt out to the Settlement Administrator;

(k) Providing a procedure for Settlement Class Members to request exclusion or opt out from the Settlement, by timely sending such request to the Settlement Administrator;

(l) Pending the Fairness Hearing, staying all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement and the Preliminary Approval Order; and

(m) Pending the Fairness Hearing, enjoining Plaintiff and Settlement Class Members, or any of them, from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims.

25. Following the entry of the Preliminary Approval Order, the Long Form Notice and Summary Notice shall be given and published in the manner directed and approved by the Court.

26. The parties agree that the notice plan contemplated by this Settlement Agreement is valid and effective, that it provides reasonable notice to the Settlement Class, and that it represents the best practicable notice under the circumstances.

IV. THE SETTLEMENT CONSIDERATION

A. Compensatory Relief

27. Class Members will be entitled to receive either credit towards a Rivals.com subscription or cash as follows:

- (a) Settlement Class Members who purchased an annual subscription will be entitled to receive either 5 months of credit, or, at their election, \$20 in cash; or
- (b) Settlement Class Members who purchased a monthly subscription will be entitled to receive either 3 months of credit, or, at their election, \$10 cash;²

² Settlement Class Members are entitled to only one form of relief, based on either an annual subscription or a monthly subscription. If a Settlement Class Member had both an annual subscription and a monthly subscription during the relevant time period, he or she will receive either a credit towards a Rivals.com subscription or cash under Paragraph 27(a) only.

28. Settlement Class Members wishing to receive cash must make an election to receive cash by submitting a valid Claim Form to the Settlement Administrator. Settlement Class Members who do not submit a valid Claim Form electing to receive cash will be provided with the appropriate monthly credit based on their subscription type (annual or monthly).

29. Settlement Class Members obtaining a credit will receive free use of the services on the Rivals.com website that normally require a paid subscription with no expectation or obligation to continue using the services beyond the free period. For Settlement Class Members who do not have an active paid subscription on the Effective Date, the free period will begin within 45 days of the Effective Date, unless an alternate date in the future is selected on a valid Claim Form submitted by a Settlement Class Member. For Settlement Class Members who do have an active paid subscription on the Effective Date, the free period will effectively extend the Settlement Class Member's current subscription period by the length of the free period. Following final approval of this Settlement, an email notice will be sent to Settlement Class Members, reminding them that the free period will commence in accordance with the Court's final approval order.

30. The Settlement Administrator shall determine the validity of each Claim Form, and each authorized Settlement Class Member's compensation, based upon each Settlement Class Member's Claim Form and the required information as set forth herein. The Settlement Consideration shall be paid as described in more detail in section VII below.

B. Practice Changes

31. Within 90 days of the Effective Date, Yahoo shall modify the subscription page for Rivals.com to present the automatic renewal terms in a clear and conspicuous manner for California customers before a subscription agreement is fulfilled and in visual proximity to the request to consent to the subscription offer. Nothing in this paragraph shall prohibit Rivals.com from making changes to the way in which it presents the automatic renewal terms for California customers should there be any future changes to the substantive law.

**V. ATTORNEYS FEE-AND-EXPENSE AWARD AND CLASS
REPRESENTATIVE AWARD**

32. Class Counsel may petition the Court for an award of attorneys' fees, costs, and expenses. For purposes of this Settlement Agreement And Release only, Yahoo does not oppose, and will not encourage or assist a third party in opposing, Class Counsel's request for attorneys' fees, costs, and expenses up to a maximum of a total of \$300,000; nor does Yahoo contest the reasonableness of such amount; nor does Yahoo contest Plaintiff's and Class Counsels' assertion that they have conferred a benefit on the public in prosecuting and settling the Action.

33. Subject to Court approval, Yahoo will pay Class Counsel the amount of attorneys' fees, costs, and expenses as determined by the Court, not to exceed a total of \$300,000. Such payment will be in lieu of any statutory fees, costs, or expenses that Plaintiff and/or Class Counsel might otherwise have been entitled to recover, and this amount shall be inclusive of all fees, costs, and expenses of Class Counsel in the Action. Class Counsel will not seek in excess of a total of \$300,000, and, in any event, Plaintiff and Class Counsel agree that Yahoo shall not pay, or be obligated to pay, in excess of a total of \$300,000 for attorneys' fees, costs, and expenses.

34. Class Counsel and Plaintiff will ask the Court for the payment of a stipend from Yahoo to Plaintiff in the amount of \$5,000.00. Yahoo will not oppose this request by Class Counsel and Plaintiff for the stipend payment. Class Counsel and Plaintiff will not seek in excess of \$5,000 in stipend payments for Plaintiff and, in any event, Plaintiff and Class Counsel agree that Yahoo shall not pay, or be obligated to pay, in excess of this amount.

35. Plaintiff and Class Counsel, and each of them, agree that upon Yahoo's compliance with the terms and conditions of this Settlement Agreement, Yahoo will forever and finally have satisfied all of their obligations to Plaintiff and/or Class Counsel, or any of them, concerning payment of attorneys' fees, costs and expenses in the Action, and will forever and finally be absolved, released and discharged of any liability whatsoever to Plaintiff and/or Class

Counsel, or any of them, concerning attorneys' fees in the Action. It is further agreed that under no circumstances will Class Counsel, or any of them, sue Yahoo, or because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs made in accordance with this Settlement Agreement. Under no circumstances will Yahoo be liable to Class Counsel, or any of them, for, because of, relating to, concerning or as a result of any payment or allocation of attorneys' fees made in accordance with this Settlement Agreement; and Class Counsel, and each of them, release Yahoo from any and all claims because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs made in accordance with this Stipulation and Settlement. Yahoo shall have no responsibility for any taxes associated with the attorneys' fees, costs, and expenses paid by Yahoo pursuant to this Settlement Agreement.

36. Yahoo shall pay any such attorneys' fees and expenses, and any such stipend award, as awarded by the Court, by wire to an account designated by Class Counsel within 21 calendar days following the date that the settlement becomes Final (as that term is used in Paragraph 7).

37. The procedure for and the allowance or disallowance by the Court of any application for attorneys' fees, costs, expenses, or reimbursement to be paid to Class Counsel or for any stipend payments to be paid to Plaintiff are not part of the settlement of the Released Claims as set forth in this Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement of the Released Claims as set forth in this Settlement Agreement. Any such separate order, finding, ruling, holding, or proceeding relating to any such applications for attorneys' fees or stipends, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to any of them or reversal or modification of any of them, shall not operate to terminate or cancel this Settlement Agreement or otherwise affect or delay the finality of the Final Order and Judgment or the Settlement. Any determination by the Court to award any

amount of attorneys' fees, costs, or expenses totaling less than \$300,000 shall not constitute an Event of Termination.

VI. RELEASES AND DISMISSAL OF ACTION

38. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties.

39. Members of the Settlement Class who have opted out of the Settlement by the date set by the Court do not release their claims and will have no right to obtain any benefits of the Settlement.

40. The Released Claims include known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended to cover and include all such Released Claims, including all rights of action thereunder. Settlement Class Members hereby expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

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.

Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown,

suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Settlement Class Members to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the parties expressly acknowledges that it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the parties hereby expressly waives whatever benefits it may have had pursuant to such section. Settlement Class Members are not releasing any claims for personal injury. Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this release is a part.

41. Upon entry of a Final Order and Judgment in the Action, the Action shall be dismissed with prejudice. Class Counsel shall have the responsibility for ensuring that the Action is timely dismissed with prejudice in accordance with the terms of this Settlement Agreement.

42. The Court shall retain jurisdiction over the Parties to this Settlement Agreement with respect to the future performance of the terms of this Settlement Agreement. In the event that any applications for relief are made, such applications shall be made to the Court.

43. Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members; and (b) the Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

VII. ADMINISTRATION OF THE SETTLEMENT

44. Following issuance of the Preliminary Approval Order, Yahoo will coordinate with the Settlement Administrator to provide notice to the Settlement Class as provided in this Settlement Agreement. Specifically, Yahoo shall provide the Settlement Administrator with the following within 14 calendar days after the Preliminary Approval Order: (1) the name, email

address, and last address of record for each Rivals.com subscriber with a billing address of record in California; and (2) for each such Rivals.com subscriber, an indication of whether the individual is or was an annual or monthly subscriber.³ The Settlement Administrator shall email each subscriber with the Summary Notice, within 30 calendar days after receiving the subscriber information, or as soon thereafter as practicable. The date on which the Settlement Administrator emails such notices shall be the Notice Date. The Settlement Administrator shall also cause activation of the settlement website to take place on or about the Notice Date. The Settlement Administrator shall also mail a post card with the Summary Notice for any email notice returned as undeliverable.

45. Because the names, e-mail addresses, and other personal information about Settlement Class Members will be provided to the Settlement Administrator for purposes of providing notice, providing payments, and processing opt-out requests, the Settlement Administrator will execute a non-disclosure agreement with Yahoo and will take reasonable steps to ensure that any information provided to it by Settlement Class Members will be used solely for the purpose of effecting this Settlement. Any such Settlement Class Member identifying information provided to the Settlement Administrator will not be provided to Plaintiff or Class Counsel.

46. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall:

(a) Treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Settlement Agreement or by court order; and

³ In the event that a Rivals.com subscriber paid for both an annual and a monthly subscription during the relevant time period, Yahoo will designate the individual as only an annual subscriber, in accordance with Paragraph 27.

(b) Receive opt out and other requests from members of the Settlement Class to exclude themselves from the Settlement and provide to Class Counsel and Defense Counsel a copy thereof within three days of receipt. If the Settlement Administrator receives any exclusion forms or other requests from Settlement Class Members to exclude themselves from the Settlement after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defense Counsel with copies thereof.

47. Yahoo will reimburse the Settlement Administrator for the reasonable costs, fees, and expenses of: (a) providing notice to the Settlement Class; and (b) administering the Settlement in accordance with this Settlement Agreement. Neither Plaintiff nor Class Counsel shall have any obligation to pay the Settlement Administrator for such costs, fees, and expenses.

48. No action is required for a Settlement Class Member to receive a credit under the terms of the Settlement Agreement with the free period beginning within 45 days of the Effective Date. A Settlement Class Member who wishes to elect for the free period to begin at a time other than within 45 days of the Effective Date must select an alternate date in the future on a valid Claim Form. To elect to obtain a cash payment under the Settlement, a Settlement Class Member must submit a Claim Form attesting to their California residency at the time of renewal of their Rivals.com subscription, and providing a valid California postal address where the check may be mailed. When requested in the Claim Form, the Claim Form shall be signed under penalty of perjury. Claim Forms will be: (a) included on the settlement website to be designed and administered by the Settlement Administrator; and (b) made readily available from the Settlement Administrator, as provided in the Preliminary Approval Order. Any Settlement Class Member who submits an invalid claim form will be provided with the credit that is described in Paragraph 27.

49. Any Settlement Class Member who, in accordance with the terms and conditions of this Settlement Agreement, neither seeks exclusion from the Settlement Class nor files a Claim Form will receive a credit under the terms of the Settlement Agreement and will not be entitled to receive any cash payments pursuant to this Settlement Agreement, but will be bound

together with all Settlement Class Members by all of the terms of this Settlement Agreement, including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

50. The Settlement Administrator may contact a Settlement Class Member to obtain additional information or supporting documentation if a claim is incomplete. Claim Forms that in the view of the Settlement Administrator do not meet the requirements set forth in this Settlement Agreement and in the Claim Form instructions, or that fail to include all required supporting documentation, shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:

- (a) The Settlement Class Member seeks payment for subscriptions that are not covered by the terms of this Settlement Agreement;
- (b) Failure to fully complete and/or sign the Claim Form;
- (c) Illegible Claim Form;
- (d) Failure to provide adequate declaration of California residency;
- (e) The Claim Form is fraudulent;
- (f) The Claim Form is duplicative of another Claim Form;
- (g) The person submitting the Claim Form is not a Settlement Class Member;
- (h) Failure to submit a Claim Form by the Bar Date; and/or
- (i) The Claim Form otherwise does not meet the requirements of this Settlement Agreement.

51. The Settlement Administrator shall determine whether a Claim Form meets the requirements set forth in this Settlement Agreement. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine in accordance with the terms and conditions of this Settlement Agreement the extent, if any, to which each claim shall be allowed. The Settlement Administrator shall use all reasonable efforts and means to identify and reject

duplicate and/or fraudulent claims, including, without limitation, maintaining a record of each and every payment made to a Settlement Class Member.

52. Claim Forms that do not meet the terms and conditions of this Settlement Agreement shall be rejected by the Settlement Administrator. The Settlement Administrator shall notify the Settlement Class Member through the email address provided in the Claim Form of the rejection. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Settlement Class Members.

53. No person shall have any claim against Yahoo, Defense Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations or distributions made in accordance with this Settlement Agreement. This provision does not affect or limit in any way the right of review by the Court of any disputed Claim Forms as provided in this Settlement Agreement.

54. Any Settlement Class Member who fails to submit a fully completed Claim Form by the Bar Date shall be forever barred from receiving any cash benefit pursuant to this Settlement Agreement, but shall in all other respects be bound by all of the terms of this Settlement Agreement including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against any of the Released Parties concerning any of the Released Claims.

55. Class Counsel, Defense Counsel, and in-house counsel for Yahoo shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

56. The Settlement Administrator shall distribute cash payments to eligible Settlement Class Members on a date that occurs only after the Effective Date. Specifically, within 15 calendar days after the Effective Date, the Settlement Administrator shall provide Yahoo with a report that includes the total amount of cash payments to be distributed pursuant to the Settlement Agreement and sufficient backup information to confirm that such payments are due under the terms of the Settlement Agreement, for all valid claims received and fully

processed by the Settlement Administrator as of the Effective Date. Yahoo shall remit the funds to be distributed pursuant to the Settlement Agreement, for all valid claims received and fully processed by the Settlement Administrator as of the Effective Date, to the Settlement Administrator within 45 calendar days after the Effective Date. The Settlement Administrator shall distribute such funds to Settlement Class Members within 21 days after receiving such funds. To the extent that any payments to Settlement Class Members have not been cashed within 90 days of mailing, the Settlement Administrator shall cancel those payments and the outstanding amount will be provided to a mutually agreed upon charitable organization.

57. If the Settlement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Settlement Agreement.

58. All notification duties imposed by 28 U.S.C. § 1715 shall be borne by Yahoo, including the corresponding expenses, and shall be separate and in addition to any other obligation imposed herein.

59. The Released Parties are not and will not be obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, any Settlement Class Member, Class Counsel, and/or the Settlement Administrator. Class Counsel are not and will not be obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, Settlement Class Member, and/or the Settlement Administrator.

VIII. OBJECTIONS AND OPT-OUTS

60. Any Settlement Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must object to the proposed settlement in writing. Settlement Class Members may also appear at the Final Approval Hearing, either in person or through their own attorney. If A Settlement Class Member appears through her own attorney, the Settlement Class Member is responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Wahl v. Yahoo! Inc.*, Case 5:17-cv-02745-BLF), (b) be submitted to the Court either by mailing them to

Office of the Clerk of Court, United States District Court for the Northern District of California, 280 South First Street, Room 2112, San Jose, California 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before” a date to be set by the Court. Settlement Class Members who object must set forth their full name, current address, and telephone number. Settlement Class Members must also state in writing all objections and the reasons for each objection, and state whether they intend to appear at the Final Fairness Hearing either with or without separate counsel. Settlement Class Members will not be entitled to be heard at the Final Fairness Hearing unless written notice of the intention to appear at the Final Fairness Hearing and copies of any written objections and/or briefs are filed with the Court on or before a date to be set by the Court. If Settlement Class Members fail to file and serve timely written objections in the manner specified above, Settlement Class Members shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

61. Members of the Settlement Class who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Members of the Settlement Class who wish to object need not be physically present at the Fairness Hearing, however, in order to have their objections considered.

62. Members of the Settlement Class may elect to opt out of the settlement, relinquishing their rights to benefits hereunder. Members of the Settlement Class who opt out of the Settlement will not release their claims pursuant to this Settlement Agreement. Putative class members wishing to opt out of the Settlement must send to the Settlement Administrator by fax, U.S. Mail, or e-mail a letter including their name, address, and telephone number and providing a clear statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement. Any request for exclusion or opt out must be postmarked on or

before the opt-out deadline provided in the Court's Preliminary Approval Order. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Members of the Settlement Class who fail to submit a valid and timely request for exclusion on or before the date specified in the Court's Preliminary Approval Order shall be bound by all terms of this Settlement Agreement and the Final Order and Judgment, regardless of whether they have requested exclusion from the Settlement.

63. Any member of the Settlement Class who submits a timely request for exclusion or opt out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

64. Not later than three business days after the deadline for submission of requests for exclusion or opt out, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a complete opt out list together with copies of the opt out requests. Notwithstanding any other provision of this Settlement Agreement, if more than 480 members of the Settlement Class opt out of the Settlement, Yahoo, in its sole discretion, may rescind and revoke the entire Settlement and this Settlement Agreement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Yahoo revokes the Settlement pursuant to this paragraph to Class Counsel within 10 court days following the date the Settlement Administrator informs Yahoo of the number of Settlement Class members who have requested to opt out of the Settlement pursuant to the provisions set forth above. Such a written notice to revoke the Settlement pursuant to this paragraph would constitute an Event of Termination.

65. On the date set forth in the Preliminary Approval Order, a Final Fairness Hearing shall be conducted to determine final approval of the Settlement. Upon final approval of the Settlement by the Court at or after the Final Fairness Hearing, the parties shall present the Final Order and Judgment, substantially in the form attached to this Settlement Agreement as Exhibit "B," to the Court for approval and entry.

**IX. SCOPE AND EFFECT OF CERTIFICATION OF SETTLEMENT CLASS
AND RELEASE OF CLAIMS**

66. For purposes of settlement only, the parties and their counsel agree that the Court should make preliminary findings and enter the Preliminary Approval Order (substantially in the form attached at Exhibit “A”) granting provisional certification of the Settlement Class subject to final findings and ratification in the Final Order and Judgment, and appointing Plaintiff as the representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class.

67. Yahoo does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating this Settlement Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural status quo in accordance with this paragraph.

68. In the event the terms or conditions of this Settlement Agreement, other than terms pertaining to attorneys’ fees, costs, expenses, and/or stipend payments, are materially modified by any court, either party in its sole discretion to be exercised within 14 days after such a material modification may declare this Settlement Agreement null and void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Settlement Class, Settlement Class Members, or Released Claims, changes to the notice plan described in Paragraphs 24-26, and/or any material modifications to the terms of the settlement consideration described in Paragraphs 27 through 30.

X. SETTLEMENT NOT EVIDENCE AGAINST PARTIES

69. The provisions contained in this Settlement Agreement are not and shall not be deemed a presumption, concession or admission by Yahoo of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or

proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal or administrative. Yahoo does not admit that they or any of the Released Parties has or have engaged in any illegal or wrongful activity or that any person has sustained any damage by reason of any of the facts complained of in the Action. Yahoo does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement of the Action.

XI. BEST EFFORTS

70. Class Counsel shall take all necessary actions to accomplish approval of the Settlement, notice, and dismissal of the Action. The parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of the Settlement Agreement and the Settlement embodied herein, carrying out the terms of this Settlement Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

71. Each party will cooperate with the other party in connection with effectuating the Settlement or the administration of claims thereunder. Any requests for cooperation shall be narrowly tailored and reasonably necessary for the requesting party to recommend the Settlement to the Court, and to carry out its terms.

XII. MISCELLANEOUS PROVISIONS

72. The parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

73. This Settlement Agreement and its accompanying Exhibits set forth the entire understanding of the parties. No change or termination of this Settlement Agreement shall be effective unless in writing and signed by Class Counsel and Defense Counsel. Any and all previous agreements and understandings between or among the parties regarding the subject

matter of this Settlement Agreement, whether written or oral, are superseded by this Settlement Agreement.

74. All of the parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

75. The waiver by any party of a breach of any term of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The failure of a party to insist upon strict adherence to any provision of the Settlement Agreement shall not constitute a waiver or thereafter deprive such party of the right to insist upon strict adherence.

76. The headings in this Settlement Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

77. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The date of execution shall be the latest date on which any Party signs the Settlement Agreement.

78. This Settlement Agreement has been negotiated among and drafted by Class Counsel and Defense Counsel. To the extent there is any uncertainty or ambiguity in this Settlement Agreement, none of the parties will be deemed to have caused any such uncertainty or ambiguity. Accordingly, this Settlement Agreement should not be construed favor of or against one party as to the drafter, and the Parties agree that the provisions of California Civil Code § 1654 shall not apply to the construction or interpretation of this Settlement Agreement.

79. Except as specifically provided in this Settlement Agreement, the Parties and/or their counsel will not issue any press release or make other public statements regarding the Settlement or the Action without the prior written approval of all Parties, other than to state that the Action “has been resolved.”

80. The parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

[The Remainder Of This Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

DATED: ____, 2018

By: _____
Yuan Guo

OATH HOLDINGS, INC.

DATED: __, 2018

By: _____
Daniel C. Tepstein
Vice President and Associate General Counsel

APPROVED AS TO FORM:

DATED: ____, 2018

HORN, AYLWARD & BANDY, LLC
Joseph A. Kronawitter
jkronawitter@hab-law.com
2600 Grand Boulevard Suite 1100
Kansas City, Missouri 64108
Telephone: (816) 421-0700
Facsimile: (816) 421-0700

OGLOZA FORTNEY LLP
Darius Ogloza (SBN 176983)
dogloza@oglozafortney.com
David C. Fortney (SBN 226767)
dfortney@oglozafortney.com
535 Pacific Avenue, Suite 201
San Francisco, California 94133
Telephone: (415) 912-1850
Facsimile: (415) 887-5349

Attorneys for Plaintiff and the Class

DATED: ____, 2018

GIBSON, DUNN & CRUTCHER LLP
MATTHEW S. KAHN, SBN 261679
mkahn@gibsondunn.com
DEENA B. KLABER, SBN 285237
dklaber@gibsondunn.com
PETER C. SQUERI, SBN 286249
psqueri@gibsondunn.com
555 Mission Street, Suite 3000
San Francisco, CA 94105-0921
Telephone: 415.393.8200
Facsimile: 415.393.8306

PERLETTE MICHÈLE JURA, SBN 242332
pjura@gibsondunn.com
TIMOTHY W. LOOSE, SBN 241037
tloose@gibsondunn.com
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

Attorneys for Defendant,
YAHOO! INC.