

Exhibit 1

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

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DATED: ____, 2018

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Attorneys for Defendant,
YAHOO! INC.

Exhibit A

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ANDREW WAHL,

Plaintiff,

v.

YAHOO! INC., a Delaware corporation dba
RIVAL.COM; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. 5:17-cv-02745-BLF

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT, PROVISIONALLY
CERTIFYING A CALIFORNIA
SETTLEMENT CLASS, APPROVING
PROPOSED NOTICE, AND SCHEDULING
A FAIRNESS HEARING**

ASSIGNED FOR ALL PURPOSES TO:
HON. BETH LABSON FREEMAN

Hearing Date: ---
Hearing Time: ---
Hearing Place: ---

Action Filed: Mar. 31, 2017
Action Removed: May 12, 2017
Trial Date: None Set

1 Upon review and consideration of the Settlement Agreement and Release, and the attachments
2 thereto, which have been filed with the Court, it is HEREBY ORDERED, ADJUDGED and
3 DECREED as follows:

4 1. The Court has carefully reviewed the Settlement Agreement and Release, as well as
5 the files, records, and proceedings to date in the above-captioned action (the “Action”). The
6 definitions in the Settlement Agreement and Release are hereby incorporated as though fully set forth
7 in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement
8 Agreement and Release.

9 2. The parties have agreed to settle the Action upon the terms and conditions set forth in
10 the Settlement Agreement and Release, which has been filed with the Court. The Settlement
11 Agreement and Release, including all exhibits thereto, is preliminarily approved as fair, reasonable,
12 and adequate. Plaintiff, Yuan Guo (“Plaintiff”), in the Action, by and through his counsel, has
13 investigated the facts and law relating to the matters alleged in his complaint, including extensive
14 legal research as to the sufficiency of the claims, and an evaluation of the risks associated with
15 continued litigation, trial, and/or appeal. The settlement was reached as a result of extensive arm-
16 length negotiations between counsel for Plaintiff, on the one hand, and counsel for Defendant
17 Yahoo! Inc. (“Yahoo”)¹, on the other hand, overseen by a respected mediator—the Honorable
18 Ronald M. Sabraw, currently affiliated with JAMS. The settlement confers substantial benefits upon
19 the Settlement Class, particularly in light of the damages that Plaintiff’s and Class Counsel believe
20 are potentially recoverable or provable at trial, without the costs, uncertainties, delays, and other risks
21 associated with continued litigation, trial, and/or appeal.

22 3. The Court conditionally certifies, for settlement purposes only: a California class of
23

24
25 ¹ On or about June 13, 2017, Yahoo! Inc. transferred to Yahoo Holdings, Inc. all liabilities relevant
26 to the class action lawsuit filed by Andrew Wahl. Yahoo Holdings, Inc., a Delaware corporation
27 with an office located at 701 First Avenue, Sunnyvale, California, 94089, is a wholly owned
28 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 Order, 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.

1 persons who were charged on a recurring basis by Rivals.com for auto-renewal subscriptions entered
2 into between March 31, 2013 and the present. Excluded from the class are all persons who are
3 employees, directors, officers and agents of Yahoo or its subsidiaries and affiliated companies, as
4 well as the judges, clerks, and staff members of the United States District Court for the Northern
5 District of California, the Ninth Circuit Court of Appeal, the United States Supreme Court, and their
6 immediate family members.

7 4. The Court conditionally finds, for settlement purposes only and conditioned upon the
8 entry of this Order and the Final Order and Judgment, and the occurrence of the Effective Date, that
9 the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil
10 Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous
11 that joinder of all members thereof is impracticable; (b) there are questions of law and fact common
12 to the Settlement Class; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class
13 he seeks to represent for purposes of settlement; (d) the Plaintiff has fairly and adequately represented
14 the interests of the Settlement Class and will continue to do so, and the Plaintiff has retained
15 experienced counsel to represent them; (e) for purposes of settlement, the questions of law and fact
16 common to the Settlement Class Members predominate over any questions affecting any individual
17 Settlement Class Member; and (f) for purposes of settlement, a class action is superior to the other
18 available methods for the fair and efficient adjudication of the controversy. The Court also concludes
19 that, because this Action is being settled rather than litigated, the Court need not consider
20 manageability issues that might be presented by the trial of a statewide class action involving the
21 issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). In making these
22 findings, the Court has exercised its discretion in conditionally certifying the Settlement Class on a
23 statewide basis. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998).

24 5. The Court appoints Bob Horn and Joe Kronawitter from the law firm Horn Alyward &
25 Bandy in Kansas City, Missouri, and Darius Ogloza, Micah Nash, and Josephine Lee from the law
26 firm Ogloza Fortner LLP as counsel for the Class (“Class Counsel”). For purposes of these
27 settlement approval proceedings, the Court finds that Class Counsel are competent and capable of
28 exercising their responsibilities as Class Counsel. The Court designates named Plaintiff Yuan Guo as

1 the representative of the Settlement Class. The Court further appoints JND Legal Administration to
2 serve as the Settlement Administrator.

3 6. The Final Fairness Hearing shall be held before this Court on _____, 2018,
4 at 9:00 a.m. [a date and time to be set by this Court], to determine whether the Settlement Agreement
5 and Release is fair, reasonable, and adequate and should receive final approval. The Court will rule
6 on Class Counsel’s application for an award of attorneys’ fees, costs, and expenses (the “Fee
7 Application”) at that time. Papers in support of final approval of the Settlement Agreement and
8 Release and the Fee Application shall be filed with the Court according to the schedule set forth in
9 Paragraph 15 below. The Final Fairness Hearing may be postponed, adjourned, or continued by
10 order of the Court without further notice to the Settlement Class. After the Final Fairness Hearing,
11 the Court may enter a Final Order and Judgment in accordance with the Settlement Agreement and
12 Release that will adjudicate the rights of the Settlement Class Members (as defined in the Settlement
13 Agreement and Release) with respect to the claims being settled.

14 7. Pending the Final Fairness Hearing, all proceedings in the Action, other than
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
16 and Release and this Order, are stayed.

17 8. The Court approves, as to form and content, the Long Form Notice and Summary
18 Notice, attached as Exhibits “[D]” and “[E],” respectively, to the Settlement Agreement and Release.

19 (a) Yahoo shall provide the Settlement Administrator with the following within
20 14 days after this Order: (1) the name, email address, and last address of record for each Rivals.com
21 subscriber with a billing address of record in California; and (2) for each such Rivals.com subscriber,
22 an indication of whether the individual is or was an annual or monthly subscriber.

23 (b) The Settlement Administrator shall email each subscriber with the Summary
24 Notice, within 30 calendar days after receiving the subscriber information, or as soon thereafter as
25 practicable. The date on which the Settlement Administrator emails such notices shall be the Notice
26 Date.

27 (c) The Settlement Administrator shall also cause activation of the settlement
28 website to take place on or about the Notice Date. The Settlement Administrator shall also a mail a

1 post card with the Summary Notice for any email notice returned as undeliverable.

2 9. The Court finds that the Long Form Notice and Summary Notice are reasonable, that
3 they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that
4 they meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.
5 Specifically, the Court finds that the manner of dissemination of the Long Form Notice and Summary
6 Notice described in Paragraph 8 complies with Rule 23(e) of the Federal Rules of Civil Procedure as
7 it is a reasonable manner of providing notice to those Settlement Class Members who would be
8 bound by the settlement. The Court also finds that the manner of dissemination of the Long Form
9 Notice and Summary Notice described in Paragraph 8 complies with Rule 23(c)(2), as it is also the
10 best practicable notice under the circumstances, provides individual notice to all Settlement Class
11 Members who can be identified through a reasonable effort, and is reasonably calculated, under all
12 the circumstances, to apprise the members of the Settlement Class of the pendency of this Action, the
13 terms of the settlement, and their right to object to the settlement or exclude themselves from the
14 Settlement Class. *See, e.g., Farinella v. PayPal, Inc.*, 611 F. Supp. 2d 250, 256-57 (E.D.N.Y. 2009)
15 (court approved plan disseminating notice by email, internet posting, and publication); *In re Grand*
16 *Theft Auto Video Game Consumer Litig.*, 251 F.R.D. 139, 145 (S.D.N.Y. 2008) (same); *see also Todd*
17 *v. Retail Concepts, Inc.*, No. 07-0788, 2008 WL 3981593, at *2 (M.D. Tenn. Aug. 22, 2008) (court
18 approved plan disseminating notice by email, in-store posting, and website posting).

19 10. Settlement Class Members will have until the dates described in paragraph 15 below,
20 to submit their Claim Forms, which is due, adequate, and sufficient time.

21 11. Each Settlement Class Member who wishes to be excluded from the Settlement Class
22 and follows the procedures set forth in this Paragraph shall be excluded. Putative class members
23 wishing to opt out of the Settlement must send to the Settlement Administrator by fax, U.S. Mail, or
24 email a letter including their name, address, and telephone number and providing a clear statement
25 communicating that they elect to be excluded from the Settlement Class, do not wish to be a
26 Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the
27 Settlement. Any request for exclusion or opt out must be postmarked on or before the opt-out
28 deadline provided in this Order. The date of the postmark on the mailing envelope shall be the

1 exclusive means used to determine whether a request for exclusion has been timely submitted.
2 Members of the Settlement Class who fail to submit a valid and timely request for exclusion on or
3 before the date specified in this Order shall be bound by all terms of this Settlement Agreement and
4 the Final Order and Judgment, regardless of whether they have requested exclusion from the
5 Settlement. All persons or entities who properly elect to opt out of the settlement shall not be
6 Settlement Class Members and shall relinquish their rights to benefits with respect to the Settlement
7 Agreement and Release, should it be approved.

8 12. Any member of the Settlement Class who has not timely submitted a written request
9 for exclusion from the Settlement Class, and thus is a Settlement Class Member, may ask the Court to
10 deny approval by filing an objection. Settlement Class Members cannot ask the Court to order a
11 larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no
12 settlement payments will be sent out and the lawsuit will continue. If Settlement Class Members
13 want that to happen, they must object. Settlement Class Members may object to the proposed
14 settlement in writing. Settlement Class Members may also appear at the Final Approval Hearing,
15 either in person or through their own attorney. If a Settlement Class Member appears through her
16 own attorney, the Settlement Class Member is responsible for paying that attorney. All written
17 objections and supporting papers must (a) clearly identify the case name and number (*Wahl v. Yahoo!*
18 *Inc.*, Case 5:17-cv-02745-BLF), (b) be submitted to the Court either by mailing them to Office of the
19 Clerk of Court, United States District Court for the Northern District of California, 280 South First
20 Street, Room 2112, San Jose, California 95113, or by filing them in person at any location of the
21 United States District Court for the Northern District of California, and (c) be filed or postmarked on
22 or before” a date to be set by the Court. Settlement Class Members who object must set forth their
23 full name, current address, and telephone number. Settlement Class Members must also state in
24 writing all objections and the reasons for each objection, and state whether they intend to appear at
25 the Final Fairness Hearing either with or without separate counsel. Settlement Class Members will
26 not be entitled to be heard at the Final Fairness Hearing unless written notice of the intention to
27 appear at the Final Fairness Hearing and copies of any written objections and/or briefs are filed with
28 the Court on or before a date to be set by the Court. If Settlement Class Members fail to file and

1 serve timely written objections in the manner specified above, Settlement Class Members shall be
2 deemed to have waived all objections and shall be foreclosed from making any objection (whether by
3 appeal or otherwise) to the Settlement.

4 13. Class Counsel shall file their Fee Application at least fourteen days before the deadline
5 for objecting to the settlement.

6 14. Papers in support of final approval of the Settlement Agreement and Release, and in
7 response to objections to the Settlement Agreement and Release or the Fee Application, shall be filed
8 with the Court on or before a date to be set by the Court.

9 15. In summary, the dates of performance are as follows:

10 (a) The Notice Date shall occur within forty-five (45) days after the entry of this
11 Order, or as soon thereafter as practicable;

12 (b) The Bar Date shall be sixty (60) calendar days after the Notice Date. All
13 Claim Forms or requests for exclusion must be postmarked on or before the Bar Date. The Bar Date
14 may be extended by written agreement of the parties through Class Counsel and Defense Counsel
15 without further approval of the Court or notice to the Settlement Class, provided that the settlement
16 website administered by the Settlement Administrator shall be promptly updated to reflect any
17 extension of the Bar Date. The Long Form Notice shall include information concerning the Bar Date
18 and shall also advise members of the Settlement Class that the Bar Date may be extended and that, if
19 the Bar Date is extended, such information shall be provided on the settlement website.

20 (c) Class Counsel shall file their Fee Application at least fourteen days before the
21 deadline for objecting to the settlement;

22 (d) All objections to the Settlement Agreement And Release and written notices of
23 the objecting class member's intention to appear at the Final Fairness Hearing shall be filed on or
24 before , 2018;

25 (e) Papers in support of final approval of the Settlement Agreement And Release,
26 and in response to objections to the Settlement Agreement And Release or the Fee Application, shall
27 be filed with the Court on or before , 2018; and

28 (f) The Final Fairness Hearing shall be held on , 2018, at 9:00

1 a.m.

2 16. These dates of performance may be extended by order of the Court, for good cause
3 shown, without further notice to the Settlement Class. Settlement Class Members may check the
4 settlement website at [website] regularly for updates and further details regarding extensions of these
5 dates of performance. Settlement Class Members may also access the Court docket in this case
6 through the Court's Public Access to Court Electronic Records (PACER) system at
7 <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States
8 District Court for the Northern District of California, 280 South First Street, Room 2112, San Jose,
9 California 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court
10 holidays.

11 17. Notwithstanding any other provision of the Settlement Agreement, if more than 480
12 members of the Settlement Class opt out of the Settlement, Yahoo, in its sole discretion, may rescind
13 and revoke the entire Settlement and this Settlement Agreement, thereby rendering the Settlement
14 null and void in its entirety, by sending written notice that Yahoo revokes the settlement pursuant to
15 the Settlement Agreement and Release to Class Counsel within 10 court days following the date the
16 Settlement Administrator informs Yahoo of the number of Settlement Class Members who have
17 requested to opt out of the Settlement pursuant to the provisions set forth in the Settlement
18 Agreement and Release.

19 18. In the event the Settlement Agreement and Release is not approved by the Court, or
20 for any reason the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement
21 Agreement and Release, or the Settlement Agreement and Release is terminated pursuant to its terms
22 for any reason or the Effective Date does not occur for any reason, then the following shall apply:

23 (a) All orders and findings entered in connection with the Settlement Agreement
24 and Release shall become null and void and have no force and effect whatsoever, shall not be used or
25 referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any
26 other proceeding;

27 (b) The conditional certification of the Settlement Class pursuant to this Order
28 shall be vacated automatically, and the Actions shall proceed as though the Settlement Class had

1 never been certified pursuant to this Settlement Agreement and Release and such findings had never
2 been made;

3 (c) Nothing contained in this Order is, or may be construed as, a presumption,
4 concession or admission by or against Yahoo, or any Released Party (as that term is defined in the
5 Settlement Agreement And Release) of any default, liability or wrongdoing as to any facts or claims
6 alleged or asserted in the Action, or in any actions or proceedings, whether civil, criminal or
7 administrative;

8 (d) Nothing in this Order or pertaining to the Settlement Agreement and Release,
9 including any of the documents or statements generated or received pursuant to the claims
10 administration process, shall be used as evidence in any further proceeding in this case; and

11 (e) All of the Court's prior Orders having nothing whatsoever to do with the
12 certification of the Settlement Class shall, subject to this Order, remain in force and effect.

13 19. Pending final determination of whether the proposed settlement should be approved,
14 no Settlement Class Member directly, derivatively, in a representative capacity, or in any other
15 capacity, shall commence or continue any action against any of the Released Parties in any court or
16 tribunal asserting any of the Released Claims (as that term is defined in the Settlement Agreement
17 And Release).

18 20. JND Legal Administration is hereby appointed as Settlement Administrator for this
19 settlement and shall perform all of the duties of the Settlement Administrator set forth in the
20 Settlement Agreement and Release.

21 21. Class Counsel and Defense Counsel are hereby authorized to use all reasonable
22 procedures in connection with approval and administration of the settlement that are not materially
23 inconsistent with this Order or the Settlement Agreement and Release, including making, without
24 further approval of the Court, minor changes to the form or content of the Long Form Notice,
25 Summary Notice, and other exhibits that they jointly agree are reasonable or necessary.

1 IT IS SO ORDERED, this ___ day of _____, 2018

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3 Hon. Beth Labson Freeman
4 United States District Court Judge

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Exhibit B

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ANDREW WAHL,
Plaintiff,

v.

YAHOO! INC., a Delaware corporation dba
RIVAL.COM; and DOES 1 through 10,
inclusive,
Defendants.

CASE NO. 5:17-cv-02745-BLF

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT; FINAL JUDGMENT**

ASSIGNED FOR ALL PURPOSES TO:
HON. BETH LABSON FREEMAN

Action Filed: Mar. 31, 2017
Action Removed: May 12, 2017
Trial Date: None Set

1 WHEREAS, by order dated _____, 2018, this Court granted preliminary approval
2 of the proposed class action settlement between the parties in the above-captioned action (the
3 “Action”).

4 WHEREAS, the Court also provisionally certified a California Settlement Class for settlement
5 purposes only, approved the procedure for giving notice and forms of notice, and set a final fairness
6 hearing to take place on _____. On that date, the Court held the duly noticed final
7 fairness hearing to consider: (1) whether the terms and conditions of the Settlement Agreement and
8 Release are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing with
9 prejudice the named Plaintiff’s complaint on the merits against Defendant Yahoo! Inc. (“Yahoo”)¹
10 and against all persons or entities who are Settlement Class Members; and (3) Class Counsel’s
11 motion for approval of attorney’s fees and expenses.

12 WHEREAS, the Court considered all matters submitted to it at the hearing and otherwise, and
13 it appears that notice substantially in the form approved by the Court was given in the manner that the
14 Court ordered.

15 WHEREAS, the settlement was the result of as a result of extensive arm-length negotiations
16 between counsel for Plaintiff, on the one hand, and counsel for Defendant Yahoo! Inc. (“Yahoo”), on
17 the other hand, overseen by a respected mediator—the Honorable Ronald M. Sabraw, currently
18 affiliated with JAMS. Counsel for the parties are highly experienced in this type of litigation, with
19 full knowledge of the risks inherent in this Action. The extent of legal research as to the sufficiency
20 of the claims, independent investigations by counsel for the parties, and the factual record compiled,
21 suffices to enable the parties to make an informed decision as to the fairness and adequacy of the
22 settlement.

23 _____
24
25 ¹ On or about June 13, 2017, Yahoo! Inc. transferred to Yahoo Holdings, Inc. all liabilities relevant
26 to the class action lawsuit filed by Andrew Wahl. Yahoo Holdings, Inc., a Delaware corporation
27 with an office located at 701 First Avenue, Sunnyvale, California, 94089, is a wholly owned
28 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 Order, 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.

1 WHEREAS, the Court has determined that the proposed settlement of the claims of the
2 Settlement Class Members against Yahoo, as well as the release of Yahoo and the Released Parties
3 (as that term is defined in the Settlement Agreement And Release), the significant relief provided to
4 the Settlement Class Members—in the form of Yahoo’s agreement to make certain payments to
5 Settlement Class Members—as described in the Settlement Agreement and Release, and the award of
6 attorneys’ fees and expenses requested, are fair, reasonable and adequate.

7 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

8 1. The Settlement Agreement and Release, including any attachments thereto, is
9 expressly incorporated by reference into this Final Order and Judgment and made a part hereof for all
10 purposes. Except where otherwise noted, all capitalized terms used in this Final Order and Judgment
11 shall have the meanings set forth in the Settlement Agreement and Release.

12 2. The Court has personal jurisdiction over the Parties and all Settlement Class Members,
13 and has subject-matter jurisdiction over this Action, including, without limitation, jurisdiction to
14 approve the proposed settlement, to grant final certification of the Settlement Class, to settle and
15 release all claims arising out of the transactions alleged in Plaintiff’s complaint in the Action, and to
16 dismiss this Action on the merits and with prejudice.

17 3. The Court finds, for settlement purposes only and conditioned upon the entry of this
18 Final Order and Judgment and upon the occurrence of the Effective Date, that the requirements for a
19 class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied
20 in that: (a) the number of Settlement Class Members is so numerous that joinder of all members
21 thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class;
22 (c) the claims of the Plaintiff are typical of the claims of the Settlement Class he seeks to represent
23 for purposes of settlement; (d) the Plaintiff has fairly and adequately represented the interests of the
24 Settlement Class and will continue to do so, and the Plaintiff has retained experienced counsel to
25 represent him; (e) for purposes of settlement, the questions of law and fact common to the Settlement
26 Class Members predominate over any questions affecting any individual Settlement Class Member;
27 and (f) for purposes of settlement, a class action is superior to the other available methods for the fair
28 and efficient adjudication of the controversy. The Court also concludes that, because this Action is

1 being settled rather than litigated, the Court need not consider manageability issues that might be
2 presented by the trial of a statewide class action involving the issues in this case. *See Amchem*
3 *Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). In making these findings, the Court has
4 considered, among other factors: (i) the interests of Settlement Class Members in individually
5 controlling the prosecution or defense of separate actions; (ii) the impracticability or inefficiency of
6 prosecuting or defending separate actions; (iii) the extent and nature of any litigation concerning
7 these claims already commenced; and (iv) the desirability of concentrating the litigation of the claims
8 in a particular forum. The Court takes guidance in its consideration of certification and settlement
9 issues from *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998).

10 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally
11 certifies this Action for settlement purposes as a California class action on behalf of: all persons who
12 were charged on a recurring basis by Rivals.com for auto-renewal subscriptions entered into between
13 March 31, 2013 and the present. As defined in the Settlement Agreement and Release, “Settlement
14 Class Member(s)” means any member of the Settlement Class who does not elect exclusion or opt out
15 from the Settlement Class pursuant to the terms and conditions for exclusion set out in the Settlement
16 Agreement And Release and the Long Form Notice. Excluded from the Settlement Class are all
17 persons who are employees, directors, officers and agents of Yahoo or its subsidiaries and affiliated
18 companies, as well as the judges, clerks, and staff members of the United States District Court for the
19 Northern District of California, the Ninth Circuit Court of Appeal, the United States Supreme Court,
20 and their immediate family members.

21 5. The Court appoints Bob Horn and Joe Kronawitter from the law firm Horn Alyward &
22 Bandy in Kansas City, Missouri, and Darius Ogloza, Micah Nash, and Josephine Lee from the law
23 firm Ogloza Fortner LLP as counsel for the Class (“Class Counsel”). The Court designates named
24 Plaintiff Yuan Guo as the representative of the Settlement Class. The Court finds that the named
25 Plaintiff and Class Counsel have fully and adequately represented the Settlement Class for purposes
26 of entering into and implementing the Settlement Agreement and Release, and have satisfied the
27 requirements of Rule 23(a)(4) of the Federal Rules of Civil Procedure.

28 6. The Court finds that the notice provided to Settlement Class Members, including email

1 notice, is in accordance with the terms of the Settlement Agreement and Release and this Court's
2 Preliminary Approval Order, and as explained in the declarations filed before the Final Fairness
3 Hearing:

4 (a) constituted the best practicable notice to Settlement Class Members under the
5 circumstances of this Action;

6 (b) were reasonably calculated, under the circumstances, to apprise Settlement
7 Class Members of (i) the pendency of the Action, (ii) their right to exclude themselves from the
8 Settlement Class and the proposed settlement, (iii) their right to object to any aspect of the proposed
9 settlement (including final certification of the Settlement Class, the fairness, reasonableness or
10 adequacy of the proposed settlement, the adequacy of the Settlement Class's representation by
11 Plaintiff or Class Counsel, and/or the award of attorneys' and representative fees), (iv) their right to
12 appear at the Final Fairness Hearing (either on their own or through counsel hired at their own
13 expense), and (v) the binding effect of the orders and Final Order and Judgment in this Action,
14 whether favorable or unfavorable, on all persons and entities who do not request exclusion from the
15 Settlement Class;

16 (c) constituted reasonable, due, adequate, and sufficient notice to all persons and
17 entities entitled to be provided with notice; and

18 (d) fully satisfied the requirements of the Federal Rules of Civil Procedure,
19 including Rule 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the United States
20 Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable
21 law.

22 7. The Court finds that Yahoo provided notice of the proposed settlement to the
23 appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the
24 Court has given the appropriate state and federal government officials the requisite ninety (90) day
25 time period (pursuant to 28 U.S.C. § 1715) to comment or object to the proposed settlement before
26 entering its Final Order and Judgment and no such objections or comments were received.

27 8. The terms and provisions of the Settlement Agreement and Release, including any and
28 all amendments and exhibits, have been entered into in good faith and are hereby fully and finally

1 approved as fair, reasonable and adequate as to, and in the best interests of, the Plaintiff and the
2 Settlement Class Members, and in full compliance with all applicable requirements of the Federal
3 Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and any
4 other applicable law. The Court finds that the Settlement Agreement and Release is fair, adequate
5 and reasonable based on the following factors, among other things:

6 (a) There is no fraud or collusion underlying this settlement, and it was reached
7 after good faith, arms-length negotiations, warranting a presumption in favor of approval. *Officers*
8 *for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982).

9 (b) The complexity, expense and likely duration of the litigation favor settlement
10 on behalf of the Settlement Class, which provides meaningful benefits on a much shorter time frame
11 than otherwise possible. Based on the stage of the proceedings and the amount of investigation and
12 informal discovery completed, the Parties have developed a sufficient factual record to evaluate their
13 chances of success at trial and the proposed settlement.

14 (c) The support of Class Counsel, who are highly skilled in class action litigation
15 such as this, and the Plaintiff, who has participated in this litigation and evaluated the proposed
16 settlement, also favors final approval. *See Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal.
17 1979); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

18 9. The settlement provides meaningful relief to the Settlement Class, including the
19 monetary relief described below, and falls within the range of possible recoveries by the Settlement
20 Class.

21 10. The parties are directed to consummate the Settlement Agreement and Release in
22 accordance with its terms and conditions. The Court hereby declares that the Settlement Agreement
23 and Release is binding on all parties and Settlement Class Members, and it is to be preclusive in all
24 pending and future lawsuits or other proceedings.

25 11. As described more fully in the Settlement Agreement and Release, Yahoo has agreed
26 to provide Class Members either credit towards a Rivals.com subscription or cash as follows:

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

1 (b) Settlement Class Members who purchased a monthly subscription will be entitled to
2 receive either 3 months of credit, or, at their election, \$10 cash.²

3 12. Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, the Court hereby
4 awards Class Counsel attorney's fees and expenses in the amount of \$_____ and stipends of
5 \$_____ to each of the class representatives. The attorneys' fees are based on the amount
6 of time class counsel reasonably expended working on this action. Yahoo shall pay such attorney's
7 fees and expenses and class representative's stipends according to the schedule, and in the manner,
8 described in the Settlement Agreement and Release. Such payment by Yahoo will be in lieu of
9 statutory fees Plaintiff and/or his attorneys might otherwise have been entitled to recover, and this
10 amount shall be inclusive of all fees and costs of Class Counsel in the Action. In the event that any
11 dispute arises relating to the allocation of fees amongst Class Counsel and any other attorneys for
12 Plaintiff, Class Counsel will hold Yahoo harmless from any and all such liabilities, costs, and
13 expenses of such dispute.

14 13. This Action is hereby dismissed with prejudice and without costs as against Yahoo
15 and the Released Parties (as that term is defined in the Settlement Agreement and Release).

16 14. Upon the Effective Date, the Releasing Parties (as that term is defined in the
17 Settlement Agreement and Release) shall be deemed to have, and by operation of the Final Order and
18 Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released
19 Claims against the Released Parties. Released Claims means any and all claims, demands, rights,
20 damages, obligations, suits, liens, and causes of action over every nature and description whatsoever,
21 ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including
22 unknown claims as of the Effective Date by Plaintiff and all Settlement Class Members (and
23 Plaintiffs' and Settlement Class Members' respective heirs, executors, administrators, representatives,
24 agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that were brought as of
25 the date of the Final Fairness Hearing or that could have been brought against the Released Parties (as

26 _____
27 ² Settlement Class Members are entitled to only one form of relief, based on either an annual
28 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 11(a) only.

1 hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the
2 acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or
3 indirectly alleged or referred to in the Action (including, but not limited to alleged violations of any
4 and all federal, state, commonwealth, district, or territorial consumer protection, unfair competition,
5 and/or false or deceptive advertising statutes; breach of contract; breach of express or implied
6 warranty; fraud; negligent misrepresentation; unjust enrichment, restitution, trespass, conversion,
7 declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort).

8 15. The Released Claims include known and unknown claims relating to the Action, and
9 the Settlement Agreement and Release is expressly intended to cover and include all such damages,
10 including all rights of action thereunder. Settlement Class Members have expressly, knowingly, and
11 voluntarily waived the provisions of Section 1542 of the California Civil Code, which provides as
12 follows:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
14 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
15 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.

16 Settlement Class Members have expressly waived and relinquished any and all rights and benefits
17 that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of
18 the California Civil Code, or any other law of any state or territory that is similar, comparable, or
19 equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits
20 pertaining to the Released Claims. In connection with such waiver and relinquishment, the
21 Settlement Class Members have acknowledged that they are aware that they or their attorneys may
22 hereafter discover claims or facts in addition to or different from those that they now know or believe
23 exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever
24 settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they
25 have against the Released Parties. In furtherance of such intention, the release herein given by the
26 Settlement Class Members to the Released Parties shall be and remain in effect as a full and complete
27 general release notwithstanding the discovery or existence of any such additional different claims or
28 facts. Each of the Parties expressly acknowledged that it has been advised by its attorney of the

1 contents and effect of Section 1542, and with knowledge, each of the Parties has expressly waived
2 whatever benefits it may have had pursuant to such section. Plaintiff has acknowledged, and the
3 Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have
4 acknowledged, that the foregoing waiver was separately bargained for and a material element of the
5 settlement of which this release is a part.

6 16. Members of the proposed Settlement Class identified in Attachment 1 to this Order
7 have opted out of or sought exclusion from the settlement by the date set by the Court, are deemed
8 not to be “Settlement Class Members” for purposes of this Order, do not release their claims, and will
9 not obtain any benefits of the settlement.

10 17. The Court orders that, upon the Effective Date, the Settlement Agreement and Release
11 shall be the exclusive remedy for any and all Released Claims of Settlement Class Members. The
12 Court thus hereby permanently bars and enjoins Plaintiff, all Settlement Class Members, and all
13 persons acting on behalf of, or in concert or participation with such Plaintiff or Settlement Class
14 Members (including but not limited to the Releasing Parties), from: (a) filing, commencing, asserting,
15 prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any
16 benefits from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in
17 any jurisdiction based upon or asserting any of the Released Claims; (b) bringing a class action on
18 behalf of Plaintiff or Settlement Class Members, seeking to certify a class that includes Plaintiff or
19 Settlement Class Members, or continuing to prosecute or participate in any previously filed and/or
20 certified class action, in any lawsuit based upon or asserting any of the Released Claims.

21 18. Neither the Settlement Agreement and Release, nor any of its terms and provisions,
22 nor any of the negotiations or proceedings connected with it, nor any of the documents or statements
23 referred to therein, nor any of the documents or statements generated or received pursuant to the
24 claims administration process, shall be:

25 (a) offered by any person or received against Yahoo or any other Released Party
26 as evidence or construed as or deemed to be evidence of any presumption, concession, or admission
27 by Yahoo or any other Released Party of the truth of the facts alleged by the Plaintiff or any
28 Settlement Class Member or the validity of any claim that has been or could have been asserted in the

1 Action or in any litigation, or other judicial or administrative proceeding, or the deficiency of any
2 defense that has been or could have been asserted in the Action or in any litigation, or of any liability,
3 negligence, fault or wrongdoing of Yahoo or any other Released Party;

4 (b) offered by any person or received against Yahoo or any other Released Party
5 as evidence of a presumption, concession or admission of any fault, misrepresentation or omission
6 with respect to any statement or written document approved or made by Yahoo or any other Released
7 Party or any other wrongdoing by Yahoo or any other Released Party;

8 (c) offered by any person or received against Yahoo or any other Released Party
9 or as evidence of a presumption, concession, or admission with respect to any default, liability,
10 negligence, fault, or wrongdoing, or in any way interpreted, construed, deemed, invoked, offered,
11 received in evidence, or referred to for any other reason against any of the settling Parties, in any
12 civil, criminal, or administrative action or proceeding; provided, however, that nothing contained in
13 this paragraph shall prevent the Settlement Agreement and Release (or any agreement or order
14 relating thereto) from being used, offered, or received in evidence in any proceeding to approve,
15 enforce, or otherwise effectuate the settlement (or any agreement or order relating thereto) or the
16 Final Order and Judgment, or in which the reasonableness, fairness, or good faith of the parties in
17 participating in the settlement (or any agreement or order relating thereto) is an issue, or to enforce or
18 effectuate provisions of the settlement, the Final Order and Judgment, or the Claim Form as to
19 Yahoo, Plaintiff, or the Settlement Class Members; or

20 (d) offered by any person or received against the Plaintiff or any other class
21 representatives as evidence or construed as or deemed to be evidence that any of their claims.

22 Notwithstanding the foregoing, Yahoo or any other Released Party may file the Settlement
23 Agreement and Release, this Final Order and Judgment, and/or any of the documents or statements
24 referred to therein in support of any defense or claim that is binding on and shall have *res judicata*,
25 *collateral estoppel*, and/or preclusive effect in all pending and future lawsuits or other proceedings
26 maintained by or on behalf of Plaintiff and/or any other Settlement Class Members, and each of them,
27 as well as their heirs, executors, administrators, successors, assigns, and/or any other of the Releasing
28 Parties.

1 19. The Court has jurisdiction to enter this Final Order and Judgment. Without in any
2 way affecting the finality of this Final Order and Judgment, this Court expressly retains exclusive and
3 continuing jurisdiction over the Parties, including the Settlement Class, and all matters relating to the
4 administration, consummation, validity, enforcement and interpretation of the Settlement Agreement
5 and Release and of this Final Order and Judgment, including, without limitation, for the purpose of:

6 (a) enforcing the terms and conditions of the Settlement Agreement and Release
7 and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise
8 out of the Settlement Agreement and Release, and/or this Final Order and Judgment (including,
9 without limitation: whether a person or entity is or is not a Settlement Class Member; whether claims
10 or causes of action allegedly related to this Action are or are not barred or released by this Final
11 Order and Judgment; and whether persons or entities are enjoined from pursuing any claims against
12 Yahoo or any other Released Party);

13 (b) entering such additional orders, if any, as may be necessary or appropriate to
14 protect or effectuate this Final Order and Judgment and the Settlement Agreement and Release
15 (including, without limitation, orders enjoining persons or entities from pursuing any claims against
16 Yahoo or any other Released Party), or to ensure the fair and orderly administration of the settlement;
17 and

18 (c) entering any other necessary or appropriate orders to protect and effectuate this
19 Court's retention of continuing jurisdiction over the Settlement Agreement and Release, the settling
20 Parties, and the Settlement Class Members.

21 20. Without further order of the Court, the settling Parties may agree to reasonably
22 necessary extensions of time to carry out any of the provisions of the Settlement Agreement and
23 Release.

24 21. In the event that the Effective Date does not occur, certification of this Settlement
25 Class shall be automatically vacated and this Final Order and Judgment, and all other orders entered
26 and releases delivered in connection herewith, shall be vacated and shall become null and void.

27
28

1 IT IS SO ORDERED, this ___ day of _____, 2018

2
3 Hon. Beth Labson Freeman
4 United States District Court Judge
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Exhibit C

CLAIM FORM AND INSTRUCTIONS

The Settlement Administrator must receive this Claim Form no later than [DATE] in order for it to be considered.

Wahl v. Yahoo! Inc., d/b/a Rivals.com**Case Number 5:17-cv-02745-BLF (United States District Court, Northern District of California)****Please read all of the following instructions carefully before filling out your Claim Form.**

1. Please review the Notice of Settlement (the "Notice") and have the Notice with you when you complete your Claim Form. If you do not have the Notice, or if you misplaced it, a copy is available from the Settlement Administrator at the settlement website [www.[]] or by calling the Settlement Administrator at the toll free number below.
2. Under the terms of the Settlement in this class action lawsuit, you may be entitled to receive 5 months of credit (for annual subscribers) or 3 months of credit (for monthly subscribers) towards a Rivals.com subscription, applied to your account within 45 days of final approval of the Proposed Settlement in this lawsuit. If you wish to receive this relief, there is no need to submit this Claim Form. However, you have two other options that you can select from for this Settlement. First, if you want the credit toward a Rivals.com subscription, you may choose to have that credit start on one of the alternate dates provided below. Second, in lieu of the credit, you may opt to receive \$20 in cash (for annual subscribers) or \$10 in cash (for monthly subscribers). To exercise either of these alternative options, you must submit this Claim Form. Please review the Notice for additional details.
4. If you would like to select either of the two options noted above, complete the Claim Information below by filling in your name, your Rivals.com username and/or the email address used to register for your Rivals.com account, and your California billing address. Please type or print legibly in black ink.
5. If you desire an acknowledgment of receipt of your Claim Form, send it by Certified Mail, Return Receipt Requested.
6. You must submit your Claim Form and any supporting documents electronically at: **www.[]**, or by mail to: **[]**.
7. Once your Claim Form is received, the Settlement Administrator will review the Claim Form for compliance.
8. Keep a copy of your completed Claim Form for your records. If your claim is rejected, the Settlement Administrator will notify you by U.S. Mail or e-mail of the rejection and the reasons for such rejection.

CLAIM INFORMATION

Claimant Name:

Rivals.com Username:

Street Address:

City, State, Zip Code:

E-mail address (used to register for Rivals.com account):

I elect to receive the following relief:

Rivals.com credit, applied to my account beginning on

- February 1, 2019 (National Signing Day)
 September 1, 2019 (beginning of college football season)

OR

- Cash in the designated amount corresponding to the duration of subscription purchased

I understand that in order to obtain relief under this Settlement, I must sign and date the following certification, and provide the documentation listed in item 4 above, under penalty of perjury:

I certify under penalty of perjury that I was a California consumer, residing at the following valid California address (street number/street name/city/ zip _____ at the time I purchased my monthly or annual subscription to Rivals.com.

Signature of Claimant

Date

Print name and, if applicable, title

If you have any questions about this form or this Settlement, please contact the Settlement Administrator at:

JND Legal Administration
[address]
[toll free number]

Please do not telephone the Court or the Court Clerk's Office to inquire about this settlement or the claim process.

FOR QUESTIONS ABOUT THE SETTLEMENT TERMS, YOU MAY CONTACT CLASS COUNSEL AT
YAHOOSETTLEMENT@HAB-LAW.COM, OR WRITE:

YAHOO SETTLEMENT CLASS COUNSEL
2600 GRAND BLVD., STE. 1100
KANSAS CITY, MO 64108

Exhibit D

NOTICE OF SETTLEMENT

If you purchased an annual or monthly Rivals.com subscription between March 31, 2013 and the present as a California resident, you may benefit from a Proposed Class Action Settlement.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT www.<>.com REGULARLY FOR UPDATES AND FURTHER DETAILS

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- A proposed settlement was reached in *Wahl v. Yahoo! Inc., d/b/a Rivals.com*, Case Number 5:17-cv-02745-BLF (N.D. Cal.), a class action lawsuit. This notice summarizes the proposed amended settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement, available at www.<>.com, by contacting class counsel as explained below, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 208 South First Street, San Jose, California 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk's Office to inquire about this settlement or the claim process.
- Plaintiff in the above-captioned 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.*).
- Your legal rights may be affected whether you act or do not act. Read this notice carefully.
- If you are eligible, the Proposed Settlement may provide you with credit that can be used for a Rivals.com subscription, effective within 45 days of final approval of the Proposed Settlement. If you wish to instead receive a cash payment, you must opt to do so by submitting the Claim Form. If you wish to receive credit but have the subscription commence on a different date, you must also opt to do so by submitting the Claim Form.
- You are a Class Member if you are a California customer who was charged on a recurring basis by Rivals.com for a subscription entered into between March 31, 2013 and the present. See [questions 5-6 on page 4](#), below, for further information.
- You are not part of the class if you: (1) never purchased a monthly or annual subscription to Rivals.com; (2) you purchased a monthly or annual subscription to Rivals.com, but not between March 31, 2013 and the present; (3) you purchased a monthly or annual subscription to Rivals.com but were not automatically charged on a recurring basis; (4) you were not a resident of California at the time you purchased your annual or monthly subscription to Rivals.com; (5) you are an employee, director, officer or agent of Yahoo or its subsidiaries or affiliated companies; or (6) are a Judge of the Court in which the Action is pending (or could be appealed to), or part of their immediate family and staff. [See question 6 on page 4](#), below.

YOUR RIGHTS AND CHOICES IF YOU ARE A MEMBER OF THE CLASS:

YOU MAY:		DUE DATE
FILE A CLAIM FORM	This is the <u>only</u> way that you may receive monetary reimbursement or allow credit applied to your account to begin on a date other than the default date (i.e., within 45 days of final approval of the Proposed Settlement).	<i>By [date]</i>
EXCLUDE YOURSELF	Ask to get out of the Proposed Settlement. If you do this, you cannot get any benefits provided in the Proposed Settlement, but you keep your right to sue regarding the claims in the lawsuit.	<i>By [date]</i>
OBJECT	Write to the Court about why you don't like the Proposed Settlement. Even if you object, you must still submit a valid claim form by [date] in order to receive a cash payment or credit beginning on a date other than the default date.	<i>By [date]</i>
DO NOTHING	You will receive either 5 months of credit (if you purchased an annual subscription) or 3 months of credit (if you purchased a monthly subscription) applied directly to your account, effective within 45 days of final approval of the Proposed Settlement.	

- These rights and choices – **and the deadlines to exercise them** – are further explained in this Notice.
- These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the settlement website at [\[website\]](#) regularly for updates and further details.
- The Court still has to decide whether to approve the Proposed Settlement. Benefits will be provided only if the Court approves the Proposed Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get this Notice?

A Court ordered that this Notice be given because you have the right to know about a Proposed Settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Proposed Settlement.

This Notice explains:

- What the lawsuit is about.
- Who is included in the Proposed Settlement.
- How the Proposed Settlement may benefit you.
- What your legal rights are.
- How to get benefits of the Proposed Settlement.

2. What is the lawsuit about?

The Plaintiff in this lawsuit alleges that Yahoo! Inc. (“Yahoo”)¹ (d/b/a Rivals.com) violated California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*, the “UCL”), based on alleged violations of California’s Automatic Renewal Law (Cal. Bus. & Prof. Code § 17600 *et seq.*), by failing to adequately notify Rivals.com customers that they would be charged automatically on a recurring basis for their Rivals.com subscriptions at the time of their purchases.

Yahoo vigorously denies all these claims of wrongdoing, and further states that it adequately made users aware that their Rivals.com subscriptions would auto-renew and that they would be charged on a recurring basis. The Court has not issued a final ruling on the strengths or weaknesses of the Plaintiff’s case or Yahoo’s contentions in this lawsuit. Nevertheless, Yahoo has agreed to the proposed settlement to avoid the risk and expense of further litigation. Plaintiff believes that his claims have merit, but that the proposed settlement is fair, reasonable, and in the best interests of the members of the Settlement Class given the risk and expense of further litigation.

This case is pending in the United States District Court for the Northern District of California, San Jose Division. The full name of the action is *Wahl v. Yahoo! Inc., d/b/a Rivals.com*, Case Number 5:17-cv-02745-BLF (N.D. Cal.)

3. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are a “Class” or “Class Members.” One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class. In a class action, the court has a responsibility to assure that prosecution and resolution of the class claims by the Class Representatives

¹ On or about June 13, 2017, Yahoo! Inc. transferred to Yahoo Holdings, Inc. all liabilities relevant to this class action lawsuit. 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 Notice, 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.

and class counsel is fair. In this lawsuit, the Class Representatives are asking the Court to decide the issues for all California customers who were charged on a recurring basis for a subscription to Rivals.com between March 31, 2013 and the present.

4. Why is there a Proposed Settlement?

The Court did not rule in favor of either party. Instead, the parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the lawsuits. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE PROPOSED SETTLEMENT CLASS

5. How do I know if I'm part of the Proposed Settlement Class?

As part of the settlement, the parties have agreed to the certification of a Settlement Class for purposes of this settlement only. The Settlement Class includes all California customers who were charged on a recurring basis by Rivals.com for subscriptions entered into between March 31, 2013 and the present.

If this describes you, **you are automatically a member of the Settlement Class unless you exclude yourself by following the steps for exclusion described below.** Persons who are members of the Settlement Class and do not exclude themselves will receive credit to Rivals.com, applied to their accounts within 45 days of final approval of the Proposed Settlement, unless they submit a valid Claim Form to elect alternative compensation, and if the Court gives final approval to the settlement. Class Members will be bound by the settlement, if approved by the Court, whether or not they submit a Claim Form, and will be prevented from bringing other claims covered by the settlement. Those who exclude themselves from the Settlement Class will not be bound by the settlement and will not receive any payments from the settlement.

6. Are there exceptions to being included?

All persons who are employees, directors, officers and agents of Yahoo or their subsidiaries and affiliated companies, as well as the judges, clerks, and staff members of the United States District Court for the Northern District of California, the Ninth Circuit Court of Appeal, the United States Supreme Court, and their immediate family members, are excluded from the class.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

7. What does the Proposed Settlement provide?

The Proposed Settlement provides for a number of significant benefits. It was negotiated between the Plaintiff and Yahoo, through their attorneys, and has been preliminarily approved by the Court. The proposed terms provide for **relief in the form of either Rivals.com credit or cash, as follows:**

Class Members will be entitled to credit or payment from Yahoo as follows, depending on the type of subscription the Class Member had with Rivals.com:

Subscription Type	Default (Requires No Action)	Option to Adjust Start Date Using Claim Form	Option to Receive Cash Using Claim Form
Annual	5 months of credit, beginning within 45 days of final approval of Proposed Settlement	5 months of credit, beginning either February 1, 2019 or September 1, 2019	\$20
Monthly	3 months of credit, beginning within 45 days	3 months of credit, beginning either February	\$10

	of final approval of Proposed Settlement	1, 2019 or September 1, 2019	
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To receive the default compensation of credit (in an amount commensurate with the type of Rivals.com subscription you purchased), there is no action required on your part. The correct credit amount will be automatically applied to your account within 45 days of final approval of the Proposed Settlement by the Court. For Class Members who do not have an active paid subscription on the Effective Date (i.e., the date of final approval of the Proposed Settlement), 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 Class Member. For Class Members who already have an active paid subscription on the Effective Date, the free period will effectively extend the Class Member's current subscription period by the length of the free period. Following final approval of this Settlement, a reminder email notice will be sent to Class Members, reminding them that the free period will commence in accordance with the Court's final approval order.

If you prefer that your credit begins on a date more closely aligned with the start of the college football season or National Signing Day, you will need to submit the Claim Form and elect to have your credits applied to your account on either September 1, 2019 or February 1, 2019, respectively. If you wish to receive a cash payment rather than credit to your Rivals.com account, you will need to submit the Claim Form and elect to receive a cash payment consistent with your subscription type. When submitting the Claim Form, you will need to provide your Rivals.com username and/or the email address you used to register for your Rivals.com account, your California address, and a sign a declaration under penalty of perjury stating that you were a California consumer at the time you purchased your Rivals.com subscription.

The Settlement Administrator shall determine each authorized Settlement Class Member's compensation based upon each Settlement Class Member's Claim Form. However, each Settlement Class Member who does not submit a claim form will automatically receive the default compensation as indicated in the chart above.

In addition to relief in the form of Rivals.com credit or cash, Yahoo has agreed to 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.

8. How do I submit a claim for compensation?

If you wish to receive compensation other than under the default terms described above, you must submit the Claim Form. To submit the Claim Form, you **must** complete an electronic or hard copy claim form and submit them at www.<>.com by **[date]**, or, for hard copy, paper format, by mailing the claim form and any supporting papers to: *Wahl v. Yahoo! Inc. d/b/a Rivals.com* c/o JND Legal Administration, **[address]** by **[date]**.

9. When will I get my Proposed Settlement benefits?

Settlement benefits will be available only if the Proposed Settlement is approved by the Court and after it becomes final. The Court will hold a hearing on **[date]**, to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement, there may be appeals, and the Proposed Settlement can't become final until all appeals are resolved. It is always uncertain how long appeals will take – they can take many months or longer. You should check the settlement website at www.<>.com for updates on the status of the Proposed Settlement and applicable deadlines. Please be patient.

YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

10. What am I giving up to stay in the Class?

If you do not exclude yourself from the Class, then you are automatically in the Class if you are a California customer who was charged on a recurring basis by Rivals.com for a subscription entered into between March 31, 2013 and the present.

If you stay in the Class, you can't sue or be part of any other lawsuit against Yahoo about the claims in this lawsuit, as set forth below. In addition, if you stay in the Class, all the Court's orders will apply to you.

By staying in the Class, you become a Settlement Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future claims you might have against Yahoo that relate to the claims in this lawsuit. The entire release contained in the Proposed Settlement Agreement is set forth below:

"Released Claims":

"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 Plaintiffs and all Settlement Class Members (and Plaintiffs' 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).

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.

“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.

11. Can I get out of the Proposed Settlement and the Class?

You can get out of the Proposed Settlement and the Class. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class. If you exclude yourself, you can’t get Proposed Settlement benefits and you can’t object to the Proposed Settlement. But you keep the right to file your own lawsuit or join another lawsuit against Yahoo about the claims in this lawsuit.

If you previously requested to exclude yourself from the Class, you may request to rejoin the Class as set forth below.

12. How do I exclude myself from the Proposed Settlement?

To exclude yourself, you must send by fax, U.S. Mail, or e-mail a letter that contains all of the following:

- Your name, current address and telephone number;
- A statement that you want to be excluded from the case *Wahl v. Yahoo! Inc., d/b/a Rivals.com*, Case Number 5:17-cv-02745-BLF (N.D. Cal.), that you do not wish to be a Settlement Class Member, and that you want to be excluded from any judgment entered in this case;
- Your signature (or your lawyer’s signature).

Your exclusion request must be signed mailed, faxed or e-mailed, and postmarked, or the equivalent for fax or e-mail, by [date], to:

[Settlement Administrator’s address]

13. If I don’t exclude myself, can I still sue Yahoo for the same things later?

No. Unless you exclude yourself, you give up the right to sue Yahoo as described in response to Question 10. If you want to keep the right to sue Yahoo in a new lawsuit, you have to exclude yourself from this Class and Proposed Settlement. Remember, any exclusion request must be signed, mailed, faxed, or e-mailed, and postmarked (or the equivalent for fax or e-mail) by [date].

14. If I exclude myself, can I get any benefits from this Proposed Settlement?

No. If you exclude yourself, you can’t get any Proposed Settlement benefits.

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

15. How do I tell the Court I don't like the Proposed Settlement?

If you're a Class Member and don't exclude yourself, you can tell the Court you don't like the Proposed Settlement or some part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the proposed settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Wahl v. Yahoo! Inc., d/b/a Rivals.com*, Case Number 5:17-cv-02745-BLF (N.D. Cal.)), (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 [date].

You must also state in writing all objections and the reasons for each objection, and state whether you intend to appear at the Final Fairness Hearing either with or without separate counsel. You will not be entitled to be heard at the Final Fairness Hearing unless written notice of your 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 [date]. If you fail to file and serve timely written objections in the manner specified above, you shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

16. What's the difference between objecting to the Proposed Settlement and excluding myself from the Proposed Settlement?

Objecting is the way to tell the Court what you don't like about the Proposed Settlement. You can object only if you stay in the Class and don't exclude yourself.

Excluding yourself is the way to tell the Court you do not want to be a part of the Class and the Proposed Settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object because the Proposed Settlement no longer will affect you.

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

17. Can I appear or speak in this lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

18. How can I appear in this lawsuit?

If you want to participate (or have your own lawyer instead of Class Counsel participate or speak for you) in this lawsuit, you must give the Court a paper that is titled a "Notice of Appearance." The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court's Fairness Hearing on the Proposed Settlement. If you submit an objection (see question 17 above) and would like to speak about the objection at the Court's Fairness Hearing, both your Notice of Appearance and your objection should include that information too.

Your Notice of Appearance must be signed, mailed and ***postmarked by [date]***, to the Court at:

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

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing:

- You will stay a member of the Class and all of the Court's orders will apply to you (unless you previously requested to exclude yourself from the Class, in which case you will continue to be excluded if you do nothing);
- You will receive the default compensation—either 5 months of Rivals.com credit (for annual subscribers) or 3 months of Rivals.com credit (for monthly subscribers), applied to your account within 45 days of final approval of the Proposed Settlement.
- You won't be able to sue, or join a new lawsuit against Yahoo, about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes, the Court has appointed the following attorneys to represent the Class as Class Counsel:

HORN, AYLWARD & BANDY, LLC

Robert A. Horn

rhorn@hab-law.com

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

dogloza@oglozafortney.com

David C. Fortney

dfortney@oglozafortney.com

535 Pacific Avenue, Suite 201

San Francisco, California 94133

Telephone: (415) 912-1850

Facsimile: (415) 887-5349

You will not be charged for these lawyers.

You may also consult your own lawyer at your own expense.

21. How much will lawyers for the Class Counsel be paid and how will they be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees and expenses of no more than \$300,000. Class Counsel also will ask the Court to award the Plaintiff \$5,000. Class Counsel will file their Fee Application at least fourteen days before the deadline for objecting to the settlement. Yahoo will pay the amounts awarded by the Court, up to these maximums.

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Final Fairness Hearing at [time] on [date]. This hearing date may be moved, cancelled or otherwise modified, so please check the settlement website at [website] regularly for further details, or access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the 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, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The Court is located at 280 South First Street, San Jose, CA 95113. At this hearing, the judge will consider all objections, if any, and will consider whether the Proposed Settlement is fair, reasonable, and adequate to the Class. The judge will listen to people who have asked to speak at the hearing. The judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the judge will decide whether to approve the Proposed Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

You don't have to come to the hearing. Class Counsel will answer questions the Court has. But you and/or your lawyer are welcome to come at your own expense. If you send an objection, you don't have to come to the hearing for the judge to consider it.

24. Can I speak at the hearing?

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must file a Notice of Appearance that says you wish to speak. You can find how to file a Notice of Appearance, and the due date for filing, in question 18 on page 10 of this Notice. If you submit an objection and wish to speak about it at the Final Fairness Hearing, you must include that information in your objection (see question 15 on page 9).

You cannot speak at the hearing if you exclude yourself.

GETTING MORE INFORMATION

25. Are more details about the lawsuit and the Proposed Settlement available?

This Notice only summarizes the lawsuit and Proposed Settlement, as amended. More details are in the complaints filed in these class actions. You can get copies of these documents by visiting the Proposed Settlement website, [website].

You can also look at all of the documents filed in the lawsuit at the 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.

26. How do I get more information?

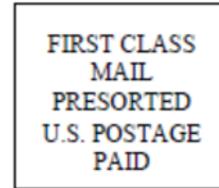
You can get more information and read common questions and answers by visiting the Proposed Settlement website, [website], by contacting Class Counsel at: YAHOOSETTLEMENT@HAB-LAW.COM, or by writing to Class Counsel at: YAHOO SETTLEMENT CLASS COUNSEL, 2600 GRAND BLVD., STE. 1100, KANSAS CITY, MO 64108.

Exhibit E

LEGAL NOTICE

**Current and Former
California Subscribers of
Rivals.com, between
March 31, 2013 and
the present.**

*Wahl v. Yahoo! Inc. d/b/a
Rivals.com.
Class Action Administrator
Address]
Address*



*A Federal Court authorized this notice.
This is not a solicitation from a lawyer.*

<<Barcode>>

Postal Service: Please do not mark barcode

Control # BST-<<ClaimID>> <<MailRec>>

**[PHONE NUMBER]
[web address]**

Rivals.com Subscriber

<<Addr2>>

<<Addr1>>

<<City>>, <<St>> <<ZIP>>

If you are a California customer who was charged on a recurring basis by Rivals.com for a subscription entered into between March 31, 2013 and the present, you may benefit from a Proposed Class Action Settlement.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

A settlement has been proposed in a class action lawsuits against Yahoo! Inc. (“Yahoo”) regarding its Rivals.com subscription service that may affect your rights. The proposed settlement is with Oath Holdings Inc., which, together with its affiliates, now owns Yahoo’s operating business. This notice summarizes a proposed settlement. For additional information including the longer notice of settlement and the settlement agreement with the precise terms and conditions of the settlement, please see www.<>.com. You may also access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the 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, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The case is called *Wahl v. Yahoo! Inc. d/b/a Rivals.com*, Case No. 5:17-cv-02745-BLF (N.D. Cal.) Please do not telephone the Court or the Court Clerk’s Office to inquire about this settlement or the claim process.

Plaintiffs allege that Yahoo failed to inform its customers that they would be charged automatically on a recurring basis for their Rivals.com subscriptions at the time of their purchases. Yahoo vigorously denies these allegations and states that it gave adequate notice to its customers that their subscriptions would automatically renew and that they would be charged on a recurring basis. The Court did not rule in favor of either party. Instead, the parties agreed to a proposed settlement in order to avoid the expense and risks of continuing the lawsuits.

You are a settlement class member if you are a California customer who was charged on a recurring basis by Rivals.com for a subscription entered into between March 31, 2013 and the present. The settlement provides each class member with either 5 months (for annual subscribers) or 3 months (for monthly subscribers) of credit for a Rivals.com subscription, to be applied to each class member’s account within 45 days of final approval of the proposed settlement. Class members may alternatively submit a claim form to elect to receive their credit on two pre-selected dates coinciding with the start of the college football season or National Signing Day, or to receive \$20 (for annual subscribers) or \$10 (for monthly subscribers) in cash. Please see www.<>.com for a copy of the claim form. Class Counsel also will ask that the Court award up to \$300,000 in attorneys’ fees and expenses, and an incentive payment of \$5,000 for **the class representative**. The Court will decide whether to approve the Settlement at the Final Fairness Hearing on **[date]** at **[time]**. This date may be moved, canceled, or otherwise modified; see [\[website\]](#) for more information.

BY ORDER OF THE U.S. DISTRICT COURT