

# **NOTICE OF CLASS ACTION MEMORANDUM**

**DATE: JUNE 29, 2018**

**SECURITY DESCRIPTION: YAHOO INC.**

**ISIN: US9843321061**

**HEARING DATE: SEPTEMBER 06, 2018**

**EXCLUSION DATE: AUGUST 16, 2018**

**PROOF OF CLAIM DEADLINE: SEPTEMBER 01, 2018**

Enclosed for your consideration is a Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Proof of Claim involving the above-mentioned security. Kindly note that if you wish to participate in the settlement please complete the enclosed Proof of Claim and forward it together with any Supporting documentation if required, postmarked no later than SEPTEMBER 01, 2018 to one of the following address:

**CLAIMS ADMINISTRATOR:**  
Yahoo Inc. Securities Litigation Exclusions  
C/O JND Legal Administration  
Post Office Box 91347  
Seattle, WA 98111  
**WEBSITE:** [www.yahoosecuritieslitigation.com](http://www.yahoosecuritieslitigation.com)  
**Telephone:** 833-380-5570

Contact your account representative if you require additional information relating to activity within your account during the class action period.

Kind Regards,  
Corporate Actions/Reorganization Department

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE YAHOO! INC. SECURITIES  
LITIGATION

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

Case No. 5:17-CV-00373-LHK

Hon. Lucy H. Koh

**NOTICE OF PROPOSED CLASS-ACTION SETTLEMENT**

**If you purchased Yahoo! Inc. securities between April 30, 2013  
and December 14, 2016, you could get a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer. This is not a  
notice that you have been sued.*

- The proposed Settlement, if approved by the Court, will provide \$80 million (approximately \$0.12 per share) to pay claims from investors who bought Yahoo! Inc. securities between April 30, 2013 and December 14, 2016, both dates inclusive.
- The Settlement resolves a lawsuit concerning whether Yahoo! Inc. (“Yahoo” or the “Company”) and certain of its officers made false and misleading statements or materially misleading omissions concerning the adequacy of the Company’s user data security and the existence of data security breaches. Yahoo and “Individual Defendants” Marissa Mayer, Ronald Bell, and Alexander Stamos (together with Yahoo, the “Defendants”) deny all allegations of misconduct. The two sides disagree on whether the investors could have won at trial, and if so, how much money they could have won.
- Court-appointed attorneys for investors will ask the Court for up to \$20 million in attorneys’ fees (25% of the Settlement) and up to \$750,000 in reimbursement for expenses for their work litigating the case and negotiating the Settlement. They will also ask for an award to the three class representatives, not to exceed \$275,000 in total, for their reasonable costs and expenses. If approved by the Court, these amounts (totaling approximately \$0.03 per share) will be paid from the Settlement Fund.
- The estimated average recovery, after deducting attorneys’ fees and expenses, administrative costs, and Class Representative awards of reasonable costs and expenses (if approved by the Court), is \$0.09 per share.
- The Court has not yet approved the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **Your legal rights will be affected whether you act or don’t act.** If you do not act, you may permanently forfeit your right to recover on this claim. **Read this Notice carefully.**

## **WHAT THIS NOTICE CONTAINS**

### **BASIC INFORMATION**

1. Why did I receive this notice package?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

### **WHO IS IN THE SETTLEMENT**

5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?
7. I am still not sure if I am included.

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

8. What does the settlement provide?
9. How much will my payment be?

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11. When will I receive my payment?
12. What am I giving up to receive a payment or remain a Settlement Class Member?

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14. If I do not exclude myself, can I sue the Released Persons for the same thing later?
15. If I exclude myself, can I receive money from the Net Settlement Fund?

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17. How will the lawyers be paid?

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23. Are there more details about the Settlement?

### **THE PLAN OF ALLOCATION**

#### **4. Why Is There a Settlement?**

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a Settlement under the terms set forth in the Stipulation and Agreement of Settlement (the “Stipulation”). This permits the parties to avoid the cost, delay, and uncertainty of a trial, and permits eligible Settlement Class Members who submit valid claims to receive some compensation sooner, rather than engaging in years of further litigation—including motions for summary judgment, trial, and appeals—with the possibility of no recovery at all.

Both the Plaintiffs and the Defendants have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. The Settling Parties disagree on both liability and damages, and do not agree on the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. Among their many other disagreements are: (1) whether Defendants violated the securities laws or otherwise engaged in wrongdoing; (2) whether the misrepresentations and omissions alleged by the Plaintiffs were material, false, misleading, or otherwise actionable; (3) whether and to what extent the alleged misrepresentations and omissions influenced Yahoo’s stock price and/or caused Settlement Class Members’ alleged damages; and (4) the method for determining the amount of damages, if any, suffered by the Settlement Class Members.

The Plaintiffs and their attorneys believe the Settlement is best for all Settlement Class Members. However, by settling the Action at this point, Plaintiffs are not admitting that the Complaint or the Action lacked merit or that the Settlement Class’s ultimate recovery would not have been greater than the Settlement Consideration. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Plaintiffs or the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by the Defendants have any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.

Defendants deny all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, by Plaintiffs. Nonetheless, Defendants have concluded that further defense of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled upon the terms and conditions set forth in the Stipulation in order to limit further expense and avoid the burden of protracted litigation. Defendants entered into the Stipulation without in any way admitting to or acknowledging any fault, liability, or wrongdoing of any kind. There has been no adverse determination by any court against Defendants or anyone else on the merits of the claims asserted in the Complaint. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants of the merit or truth of any of the allegations or wrongdoing of any kind on their part nor shall they be offered as evidence in the Action or in any pending or future civil, criminal, or administrative action against Defendants, except as expressly set forth in the Stipulation.

#### **WHO IS IN THE SETTLEMENT**

To see if you will receive money from this Settlement, you first have to determine if you are a possible Settlement Class Member.

## HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

### 10. How Can I Get a Payment?

To qualify for a payment, you must be an eligible Settlement Class Member, send in a valid Proof of Claim and Release form **by September 1, 2018**, and properly document your claim as requested in the form. The Settlement Administrator will process your claim and determine whether you are an Authorized Claimant.

A Proof of Claim and Release form is enclosed with this Notice and may also be downloaded at [www.yahoosecuritieslitigation.com](http://www.yahoosecuritieslitigation.com). Read the instructions carefully, fill out the form, sign it in the location indicated, include all of the documentation requested in the form, and mail or submit it online so that it is **postmarked or received no later than September 1, 2018**. The claim form may be submitted online at [www.yahoosecuritieslitigation.com](http://www.yahoosecuritieslitigation.com) or mailed to:

In re Yahoo! Inc. Securities Litigation  
c/o JND Legal Administration  
P.O. Box 91347  
Seattle, WA 98111

### 11. When Will I Receive My Payment?

The Court will hold a hearing **on September 6, 2018** to decide whether to approve the Settlement. If the Court approves the Settlement, there might be an appeal afterwards. It is always uncertain whether there will be an appeal and when any appeal will be resolved, and resolving an appeal can take time, perhaps more than a year. It also takes at least several months for the Settlement Administrator to process all of the Proof of Claim and Release forms and determine the ultimate distribution amounts. Please be patient.

### 12. What Am I Giving Up to Receive a Payment or remain a Settlement Class Member?

Unless you validly exclude yourself from the Settlement Class by **August 16, 2018** deadline, you are a Settlement Class Member and will be giving up certain rights that you currently have if the Court approves the Settlement. That means that if the Settlement is approved, you and all Settlement Class Members will release (agreeing never to sue or be part of any other proceeding) all Settlement Class Claims against the Defendants and all Released Defendant Persons.

“Settlement Class Claims” means all claims, rights, liabilities, and causes of action of every nature and description, including Unknown Claims, whether contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that Plaintiffs or any other member(s) of the Settlement Class asserted or could have asserted in any forum (i) that arise out of, are based upon, or are related in any way directly or indirectly, in whole or in part, to the allegations, transactions, facts, matters, occurrences, representations, or omissions referred to in the Amended Complaint and that relate to the purchase, sale, acquisition, or retention of Yahoo securities during the Settlement Class Period; or (ii) that are related to the administration of the Settlement. Notwithstanding the foregoing, “Settlement Class Claims” does not include any claims asserted on behalf of the Company in the Derivative Actions.

“Released Defendant Persons” means, collectively, each and all of (i) the Defendants, the members of each Individual Defendant’s immediate family, any entity in which any Defendant or

**15. If I Exclude Myself, Can I Receive Money from the Net Settlement Fund?**

No. If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by any judgment in this case.

**THE LAWYERS REPRESENTING YOU**

**16. Do I Have a Lawyer in This Case?**

The Court has appointed the law firms Pomerantz LLP and Glancy Prongay & Murray LLP to represent you and other Settlement Class Members. These lawyers are called Lead Counsel or class counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How Will the Lawyers Be Paid?**

Lead Counsel has not been paid any attorneys' fees to date. Lead Counsel has expended considerable time litigating this Action on a contingent-fee basis and has paid for all of the expenses of the litigation themselves. Lead Counsel has done so with the expectation that if they are successful in recovering money for the Settlement Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Lead Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund.

Therefore, Lead Counsel will file a motion asking the Court for an award of up to \$20 million in attorneys' fees, up to \$750,000 for reimbursement of reasonable litigation expenses, and may also seek an award of up to \$275,000 in total for the three class representatives for their reasonable costs and expenses. That motion will argue that the requested fees and expenses are well within the range awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**18. How Do I Tell the Court That I Do Not Like the Settlement?**

If you are a Settlement Class Member and do not agree with the proposed Settlement, any part of the Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees and expenses or an award of reasonable costs and expenses for the Class Representatives, 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 settlement. If the Court denies approval, no settlement payment will be sent out and the lawsuit will continue.

To object, you must send a letter saying you object to the Settlement in the *Yahoo Securities Litigation*, Case No. 17-CV-00373-LHK. Be sure to include: (A) your name, address, telephone number, signature, and e-mail address (if any); (B) the date, number of Yahoo securities, and dollar amount of all purchases, acquisitions, sales, or dispositions of Yahoo securities between April 30, 2013 and December 14, 2016, both dates inclusive; (C) the number of Yahoo securities held by you as of December 14, 2016; and (D) a description of the specific part of the Stipulation or



## **21. May I Speak at the Hearing?**

Yes. You may speak in support or in opposition to the settlement. To do so, you must send a letter saying you intend to appear to the Settlement Hearing in the Yahoo Securities Litigation, Case No. 17-CV-00373-LHK. Your Letter should include: (A) your name, address, telephone number, signature, and email address (if any); (B) the date, number of Yahoo securities, and dollar amount of all purchases, acquisitions, sales, or dispositions of Yahoo securities between April 30, 2013 and December 14, 2016, both dates inclusive; and (C) the number of Yahoo securities held by you as of December 14, 2016. Your letter must be sent to Lead Counsel at the address listed in question 18 and **postmarked no later than August 16, 2018.**

If you object to the Settlement and wish to speak at the Settlement Hearing, you should include notice that you intend to appear at the Settlement Hearing in your objection. Your objection should comply with all of the requirements set forth in question 18 above for submitting an objection, including that it must be sent to Lead Counsel at the address listed in question 18 and **postmarked no later than August 16, 2018.**

If you wish to present evidence at the Settlement Hearing, you must also identify any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the Settlement Hearing. If you intend to have counsel appear on your behalf at the Settlement Hearing, your letter must identify all attorneys who will appear on your behalf, and your attorneys must send a notice of their intent to appear.

You cannot speak at the hearing if you exclude yourself.

## **IF YOU DO NOTHING**

### **22. What Happens if I Do Nothing at All?**

If you do nothing, all of your claims against Defendants and the Released Persons will be released, but you will not receive any money from this Settlement, because it is necessary to submit a Proof of Claim and Release form to share in the Settlement proceeds.

## **GETTING MORE INFORMATION**

### **23. Are There More Details About the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation. The Stipulation is the controlling document describing the proposed Settlement and its terms govern anything to the contrary in this Notice. You can get a copy of the Stipulation and obtain answers to common questions regarding the proposed Settlement by visiting [www.yahoosecuritieslitigation.com](http://www.yahoosecuritieslitigation.com) or by contacting the Settlement Administrator toll-free at (833) 380-5570. You can also access the Court docket in this case through the Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. You can also contact class counsel at:

Jeremy A. Lieberman  
POMERANTZ LLP  
600 Third Avenue, Floor 20  
New York, NY 10016  
Telephone: (212) 661-1100

Joshua L. Crowell  
Joseph Cohen  
GLANCY PRONGAY & MURRAY LLP  
1925 Century Park East, Suite 2100  
Los Angeles, CA 90067  
Telephone: (310) 201-9150

Federal securities laws allow investors to recover for losses caused by disclosures which corrected the defendants' previous misleading statements or omissions. Thus, in order to have been damaged by the alleged violations of the federal securities laws, Yahoo common stock purchased or otherwise acquired during the Settlement Class Period must have been held during a period of time in which its price declined due to the disclosure of information which corrected an allegedly misleading statement or omission. Plaintiffs and Lead Counsel have determined that such price declines occurred on the following dates: May 19, 2015; September 14, 2015; January 20, 2016; September 22, 2016; September 23, 2016; October 7, 2016; October 13, 2016; October 18, 2016; October 20, 2016; and December 15, 2016 (the "Corrective Disclosure Dates"). Accordingly, if a share of Yahoo common stock was sold before May 19, 2015 (the earliest Corrective Disclosure Date), the Recognized Loss for that share is \$0.00, and any loss suffered is not compensable under the federal securities laws. Likewise, if a share of Yahoo common stock was both purchased and subsequently sold between two consecutive Corrective Disclosure Dates, the Recognized Loss for that share is \$0.00. With respect to Call Options purchased during the Settlement Class Period and Put Options sold during the Settlement Class Period, such options must have been open and outstanding at the opening of trading in the U.S. financial markets on at least one of the Corrective Disclosure Dates in order to have a Recognized Loss amount greater than \$0.00.

<b>Table 1</b> <b>Artificial Inflation in Yahoo Common Stock<sup>4</sup></b>		
<b>From</b>	<b>To</b>	<b>Per-Share Price Inflation</b>
April 30, 2013	May 18, 2015	\$9.73
May 19, 2015	September 11, 2015	\$6.01
September 14, 2015	January 19, 2016	\$5.49
January 20, 2016	September 21, 2016	\$5.00
September 22, 2016	September 22, 2016	\$4.05
September 23, 2016	October 6, 2016	\$3.20
October 7, 2016	October 12, 2016	\$2.99
October 13, 2016	October 17, 2016	\$2.69
October 18, 2016	October 19, 2016	\$2.30
October 20, 2016	December 14, 2016	\$1.96
December 15, 2016	Thereafter	\$0.00

The "90-day look back" provision of the Private Securities Litigation Reform Act of 1995 ("PSLRA") is incorporated into the calculation of the Recognized Loss for Yahoo common stock. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Yahoo common stock purchased during the Settlement Class Period and held as of the close of the 90-day period subsequent to the Settlement Class Period (the "90-Day Lookback Period") cannot exceed the difference between the purchase price paid for such stock and the

<sup>4</sup> Any transactions in Yahoo securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.



Table 2					
Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
12/15/2016	\$38.41	1/17/2017	\$40.00	2/14/2017	\$41.95
12/16/2016	\$38.51	1/18/2017	\$40.09	2/15/2017	\$42.04
12/19/2016	\$38.48	1/19/2017	\$40.18	2/16/2017	\$42.11
12/20/2016	\$38.65	1/20/2017	\$40.26	2/17/2017	\$42.18
12/21/2016	\$38.75	1/23/2017	\$40.34	2/21/2017	\$42.25
12/22/2016	\$38.71	1/24/2017	\$40.48	2/22/2017	\$42.33
12/23/2016	\$38.70	1/25/2017	\$40.64	2/23/2017	\$42.40
12/27/2016	\$38.73	1/26/2017	\$40.78	2/24/2017	\$42.47
12/28/2016	\$38.73	1/27/2017	\$40.91	2/27/2017	\$42.53
12/29/2016	\$38.72	1/30/2017	\$41.01	2/28/2017	\$42.59
12/30/2016	\$38.72	1/31/2017	\$41.11	3/1/2017	\$42.67
1/3/2017	\$38.73	2/1/2017	\$41.19	3/2/2017	\$42.73
1/4/2017	\$38.83	2/2/2017	\$41.27	3/3/2017	\$42.79
1/5/2017	\$39.01	2/3/2017	\$41.34	3/6/2017	\$42.84
1/6/2017	\$39.16	2/6/2017	\$41.43	3/7/2017	\$42.89
1/9/2017	\$39.30	2/7/2017	\$41.51	3/8/2017	\$42.95
1/10/2017	\$39.47	2/8/2017	\$41.61	3/9/2017	\$43.00
1/11/2017	\$39.65	2/9/2017	\$41.70	3/10/2017	\$43.05
1/12/2017	\$39.78	2/10/2017	\$41.78	3/13/2017	\$43.11
1/13/2017	\$39.90	2/13/2017	\$41.87	3/14/2017	\$43.17

### Calculation of Recognized Loss for Call Options on Yahoo Common Stock

For each Call Option purchased or otherwise acquired during the Settlement Class Period (i.e., April 30, 2013 through December 14, 2016, inclusive), the Recognized Loss per Call Option shall be calculated as follows:

- i. For each Call Option not held at the opening of trading on one or more of the Corrective Disclosure Dates as defined above, the Recognized Loss per Call Option is \$0.00.
- ii. For each Call Option held at the opening of trading on one or more of the Corrective Disclosure Dates as defined above,
  - a. that was subsequently sold during the Settlement Class Period, the Recognized Loss per Call Option is the purchase price minus the sale price.
  - b. that was subsequently exercised during the Settlement Class Period, the Recognized Loss per Call Option is the purchase price minus the intrinsic value of the option on the date of exercise, where the intrinsic value shall be *the greater of*: (i) \$0.00 or (ii) the closing price of Yahoo common stock on the date of exercise minus the strike price of the option.
  - c. that expired unexercised during the Settlement Class Period, the Recognized Loss per Call Option is equal to the purchase price.

Loss for that acquisition shall be deemed to be zero (\$0.00). To the extent that a Put Option was originally sold prior to commencement of the Settlement Class Period, the Recognized Loss for that sale shall be deemed to be zero (\$0.00).

Notwithstanding any of the above, receipt of Yahoo common securities during the Settlement Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Yahoo securities.

The first-in-first-out ("FIFO") basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against Yahoo securities held as of the close of trading on April 29, 2013 (the last day before the Settlement Class Period begins) and then against the purchases of Yahoo securities during the Class Period.

The date of covering a "short sale" is deemed to be the date of purchase of shares. The date of a "short sale" is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Loss on "short sales" is zero. In the event that a claimant has an opening short position in Yahoo common stock, the earliest Settlement Class Period purchases shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

With respect to Yahoo common stock purchased or sold through the exercise of an option, the purchase/sale date of the stock shall be the exercise date of the option and the purchase/sale price of the stock shall be the closing price of Yahoo common stock on the date of exercise. Any Recognized Loss arising from purchases of Yahoo common stock acquired during the Settlement Class Period through the exercise of an option on Yahoo common stock<sup>5</sup> shall be computed as provided for other purchases of Yahoo common stock in the Plan of Allocation.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Settlement Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its total Recognized Losses for all Yahoo common stock and Call Options he/she/it purchased during the Settlement Class Period and Put Options he/she/it sold during the Settlement Class Period, as compared to the total Recognized Losses of all Authorized Claimants (see the Plan of Allocation above for additional details). No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00. Cumulative payments of all claims associated with Call Options and Put Options on Yahoo common stock will be limited to 2% of the Net Settlement Fund.<sup>6</sup> Thus, if the cumulative Recognized Loss amounts for Call and Put Option claims exceeds 2% of all Recognized Losses, then the Recognized Loss for Call and Put Option claims will be reduced proportionately until they collectively equal 2% of all Recognized Losses. In the unlikely event that the Net Settlement Fund, allocated as such, is sufficient to pay 100% of the Yahoo common stock claims, any excess amount will be used to pay the balance on the remaining Call and Put Option claims.

Settlement Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. The Settlement and the Judgment and Order of Final Approval

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<sup>5</sup> Including (1) purchases of Yahoo common stock as the result of the exercise of a call option, and (2) purchases of Yahoo common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

<sup>6</sup> Call and Put Options account for less than 2% of the combined dollar trading volume of Yahoo common stock and Call and Put Options during the Settlement Class Period.

# PROOF OF CLAIM AND RELEASE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

*IN RE YAHOO! INC. SECURITIES LITIGATION*

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

Case No. 5:17-CV-00373-LHK  
Hon. Lucy H. Koh

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## B. CLAIMANT IDENTIFICATION INSTRUCTIONS

1. If you purchased Yahoo! Inc. securities and registered the certificate in your name, you are the beneficial owner as well as the owner of record. If, however, you purchased Yahoo! Inc. securities and the certificate was registered in the name of a third party (such as your stock broker), you are the beneficial owner and the third party is the owner of record. Proceeds of this Settlement will be distributed to Settlement Class members who are beneficial owners of Yahoo! Inc. securities.
2. Use Section D of this form, entitled "Claimant Identification Schedule," to identify yourself and each owner of record, if different from the beneficial owner of Yahoo! Inc. common stock, call options and/or put options that forms the basis of this claim. **This claim must be filed by the actual beneficial owner(s), or the legal representative of such owner(s), of the securities upon which this claim is based.**
3. If Yahoo! Inc. securities were owned jointly, all joint owners must sign the Proof of Claim. Executors, administrators, guardians, conservators, and trustees may complete and sign the Proof of Claim on behalf of persons or entities represented by them, but they must identify such persons or entities and provide proof of their authority (e.g., powers of attorney or currently effective letters testamentary or letters of administration). The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the Claim. If you fail to provide the foregoing information, your claim may be delayed or rejected.
4. You must file a separate Proof of Claim for each differently named account or ownership, such as an individual account, an IRA account, a joint account, or a custodial account, etc. Joint tenants, co-owners, or custodians UGMA should file a single claim. Claimants who file one or more claims (e.g., one in Claimant's name and one for an IRA or joint ownership) must identify the other claims filed.

## C. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS

1. Use Sections E, F, and G of this form to supply all of the requested information with respect to **all** of your transactions—purchases, other acquisitions, sales, and other dispositions—in Yahoo! Inc. common stock, call options, and put options that took place at any time between April 30, 2013 through and including December 14, 2016, whether such transactions resulted

## D. CLAIMANT IDENTIFICATION SCHEDULE

Claims must be received by the Settlement Administrator **postmarked no later than September 1, 2018.**

**Please Type or Print**

Beneficial Owner's Name *(as it appears on your brokerage statement)*

Joint Beneficial Owner's Name *(as it appears on your brokerage statement)*

Street Address

Street Address 2

City

State

Zip Code

Foreign Province

Foreign Country

Telephone Number (Daytime)

Telephone Number (Evening)

Fax Number

E-Mail Address

Record Owner's Name and Address *(if different from beneficial owner listed above)*



## E. SCHEDULE OF TRANSACTIONS IN YAHOO! INC. COMMON STOCK

1. State the total number of shares of Yahoo! Inc. common stock owned at the close of trading on **April 29, 2013**, long or short (*if none, enter "0"; if other than zero, must be documented*):

2. Separately list each and every **purchase** of Yahoo! Inc. common stock between **April 30, 2013** and **March 14, 2017**, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased	Price Per Share (excluding commissions, taxes, and other fees)	Total Purchase Price (excluding commissions, taxes, and other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. Separately list each and every **sale** of Yahoo! Inc. common stock between **April 30, 2013** and **March 14, 2017**, and provide the following information (*must be documented*):

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

4. State the total number of shares of Yahoo! Inc. common stock owned at the close of trading on **March 14, 2017**, long or short (*if none, enter "0"; if other than zero, must be documented*):

8. State the total number of each call option on Yahoo! Inc. common stock owned at the close of trading on **March 14, 2017**, long or short (if none, enter "0"; if other than zero, must be documented):

Strike Price of Call Option Contract	Expiration Date of Call Option Contract Mo./Day/Yr	Number of Call Option Contracts Held.	Insert an "E" if Exercised Insert an "X" if Expired	Exercise Date Mo./Day/Yr.
\$	/ /			/ /
\$	/ /			/ /
\$	/ /			/ /

## G. SCHEDULE OF TRANSACTIONS IN YAHOO! INC. PUT OPTIONS

9. State the total number of each put option on Yahoo! Inc. common stock owned at the close of trading on **April 29, 2013**, long or short (if none, enter "0"; if other than zero, must be documented):

Strike Price of Put Option Contract	Expiration Date of Put Contract Mo./Day/Yr.	Number of Put Option Contracts Long/Short	Insert an "A" if Assigned Insert an "X" if Expired	Assigned Date Mo./Day/Yr.
\$	/ /			/ /
\$	/ /			/ /
\$	/ /			/ /
\$	/ /			/ /

10. Separately list each and every **sale (writing)** of Yahoo! Inc. put options between **April 30, 2013** and **March 14, 2017**, and provide the following information (must be documented):

Date of Sale (Writing) (list chronologically) Mo./Day/Yr.	Strike Price of Put Option Contract	Expiration Date of Put Contract Mo./Day/Yr.	Number of Put Option Contracts Sold (Written)	Sale Price per Put Option Contract	Total Sale Price (excluding commissions, taxes, other fees)	Insert an "A" if Assigned Insert an "X" if Expired	Assigned Date Mo./Day/Yr.
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /

**YOU MUST ALSO READ THE RELEASE AND SIGN THE CERTIFICATION  
OR THE W-8 CERTIFICATION BELOW**

## **H. SUBMISSION TO JURISDICTION OF THE COURT**

By submitting this Proof of Claim Form and Release, I/we, and every Settlement Class Member I/we represent, submit to the jurisdiction of the United States District Court for the Northern District of California for purposes of this Action and the Settlement of the Action, as reflected in the Stipulation. I/We further agree to be bound by the orders of the Court, agree that this Proof of Claim Form, my/our status or the status of the Settlement Class Member I/we represent as a Claimant, and the allowable amount of this claim will be subject to review and further inquiry, and that I/we will furnish such additional documentation with respect to this Proof of Claim as may be required.

## **I. RELEASE**

1. By signing this Proof of Claim Form and Release, I/we hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Settlement Class Claims each and all of the "Released Defendant Persons" defined as, collectively, each and all of (i) the Defendants, the members of each Individual Defendant's immediate family, any entity in which any Defendant or member of any Individual Defendant's immediate family has, or had during the Class Period, a controlling interest (directly or indirectly), any estate or trust of which any Individual Defendant is a settlor or which is for the benefit of any Individual Defendant and/or members of his or her family; and (ii) for each and every Person listed in part (i), their respective past, present, and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, analysts, assignees, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, managing directors, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, selling shareholders, shareholders, spouses, subsidiaries (foreign or domestic), trustees, underwriters, and other retained professionals, in their respective capacities as such.
2. "Settlement Class Claims" means all claims, rights, liabilities, and causes of action of every nature and description, including Unknown Claims, whether contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that Plaintiffs or any other member(s) of the Settlement Class asserted or could have asserted in any forum (i) that arise out of, are based upon, or are related in any way directly or indirectly, in whole or in part, to the allegations, transactions, facts, matters, occurrences, representations, or omissions referred to in the Amended Complaint and that relate to the purchase, sale, acquisition, or retention of Yahoo securities during the Settlement Class Period; or (ii) that are related to the administration of the Settlement. Notwithstanding the foregoing, "Settlement Class Claims" does not include any claims asserted on behalf of the Company in the Derivative Actions.

## K. CERTIFICATION

I/We certify that I am/we are not subject to backup withholding. **(If you have been notified by the IRS that you are subject to backup withholding, strike out the previous sentence.)**

**I/We certify that I/we purchased or otherwise acquired the Yahoo! Inc. common stock and/or call options, and/or sold the Yahoo! Inc. put options, that are listed in the above Schedules between April 30, 2013 and December 14, 2016, inclusive.**

I/We declare and affirm under penalties of perjury that the foregoing information and the documents attached hereto, including the Social Security or Taxpayer Identification Number shown on this Proof of Claim, are true, correct and complete to the best of my/our knowledge, information, and belief, and that this Proof of Claim was executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ in:

\_\_\_\_\_  
(City) (State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Signature of Person signing on behalf of Claimant

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Capacity of person signing on behalf of Claimant, if  
other than an individual, (Executor, President,  
Custodian, etc.)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT  
AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

## REMINDER CHECKLIST



1. Remember to sign the above Release and Certification (or W-8 Certification).

2. Remember to attach only **copies** of acceptable supporting documentation. Acceptable documentation includes securities broker's confirmation slips, month and year-end account statements or similar documentation (self-generated documents are not acceptable).



3. Do not send originals of securities certificates.

4. Keep copies of the completed claim form and documentation for your own records.

5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**



6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.

If you have questions or concerns regarding your claim, please contact the Settlement Administrator at:

In re Yahoo! Inc. Securities Litigation  
c/o JND Legal Administration  
P.O. Box 91347  
Seattle, WA 98111

