

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE NIELSEN HOLDINGS PLC
SECURITIES LITIGATION

Civil Action No. 1:18-cv-07143-JMF

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

If you purchased or otherwise acquired Nielsen publicly traded common stock during the period from February 11, 2016 through July 25, 2018, inclusive (the "Class Period"), and were damaged thereby, you may be entitled to a payment from a class action settlement.

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

- This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement of this securities class action, wish to object, or wish to be excluded from the Settlement Class.¹
- If approved by the Court, the proposed Settlement will create a \$73 million cash fund, plus earned interest, if any, for the benefit of Settlement Class Members after the deduction of Court-approved fees, expenses, and Taxes. This is an average recovery of approximately \$0.19 per allegedly damaged share before deductions for awarded attorneys' fees and litigation expenses, and \$0.14 per allegedly damaged share after deductions for awarded attorneys' fees and litigation expenses, as discussed more below.
- The Settlement resolves claims by Court-appointed Lead Plaintiff Public Employees' Retirement System of Mississippi ("MissPERS" or "Lead Plaintiff") and additionally named Plaintiff Monroe County Employees' Retirement System ("Monroe," and with MissPERS, "Plaintiffs") that have been asserted on behalf of the Settlement Class (defined below) against Defendants Nielsen Holdings plc ("Nielsen" or the "Company"), Dwight Mitchell Barns, Kelly Abcarian, and Jamere Jackson (collectively, the "Individual Defendants" and, with Nielsen, "Defendants" and, together with Plaintiffs, the "Parties"). It avoids the costs and risks of continuing the litigation; pays money to eligible investors; and releases the Released Defendant Parties (defined below) from liability.

If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM ON OR BEFORE JULY 15, 2022	The <u>only</u> way to get a payment. <i>See</i> Question 8 for details.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS ON OR BEFORE JUNE 29, 2022	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. <i>See</i> Question 10 for details.
OBJECT ON OR BEFORE JUNE 29, 2022	Write to the Court about why you do not like the Settlement, the Plan of Allocation for distributing the proceeds of the Settlement, and/or Lead Counsel's Fee and Expense Application. If you object, you will still be in the Settlement Class. <i>See</i> Question 14 for details.
PARTICIPATE IN A HEARING ON JULY 20, 2022 AND FILE A NOTICE OF INTENTION TO APPEAR BY JUNE 29, 2022	Ask to speak to the Court at the Settlement Hearing about the Settlement. <i>See</i> Question 18 for details.
DO NOTHING	Get no payment. Give up rights. Still be bound by the terms of the Settlement.

¹ The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated as of March 15, 2022 (the "Stipulation"), which can be viewed at www.NielsenSecuritiesSettlement.com. All capitalized terms not defined in this Notice have the same meanings as in the Stipulation.

- These rights and options—and the deadlines to exercise them—are explained below.
- The Court in charge of this case still has to decide whether to approve the proposed Settlement. Payments will be made to Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved.

PSLRA SUMMARY OF THE NOTICE

Statement of the Settlement Class’s Recovery

1. Plaintiffs have entered into the proposed Settlement with Defendants which, if approved by the Court, will resolve the Action in its entirety. Subject to Court approval, Plaintiffs, on behalf of the Settlement Class, have agreed to settle the Action in exchange for a payment of \$73,000,000 in cash (the “Settlement Amount”), which will be deposited into an interest-bearing Escrow Account (the “Settlement Fund”). Based on Plaintiffs’ damages expert’s estimate of the number of shares of Nielsen publicly traded common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate in the Settlement do so, it is estimated that the average recovery, before deduction of any Court-approved fees and expenses, such as attorneys’ fees, litigation expenses, awards to Plaintiffs pursuant to the PSLRA, Taxes, and Notice and Administration Expenses, would be approximately \$0.19 per allegedly damaged share.² If the Court approves Lead Counsel’s Fee and Expense Application (discussed below), the average recovery would be approximately \$0.14 per allegedly damaged share. **These average recovery amounts are only estimates and Settlement Class Members may recover more or less than these estimates.** A Settlement Class Member’s actual recovery will depend on, for example: (i) the number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when and how many shares of Nielsen publicly traded common stock the Settlement Class Member purchased or acquired during the Class Period; and (iv) whether and when the Settlement Class Member sold Nielsen publicly traded common stock. See the Plan of Allocation beginning on page 10 for information on the calculation of your Recognized Claim.

Statement of Potential Outcome of Case if the Action Continued to Be Litigated

2. The Parties disagree about both liability and damages and do not agree about the amount of damages that would be recoverable if Plaintiffs were to prevail on each claim. The issues that the Parties disagree about include, for example: (i) whether Defendants made any statements or omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) whether any such statements or omissions were made with the requisite level of intent or recklessness; (iii) the amounts by which the price of Nielsen publicly traded common stock was allegedly artificially inflated, if at all, during the Class Period; and (iv) the extent to which factors unrelated to the alleged statements or omissions, such as general market, economic, and industry conditions, influenced the trading prices of Nielsen publicly traded common stock during the Class Period.

3. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Plaintiffs and the Settlement Class have suffered any loss attributable to Defendants’ actions or omissions.

Statement of Attorneys’ Fees and Expenses Sought

4. Lead Counsel will apply to the Court, on behalf of all Plaintiffs’ Counsel, for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund, *i.e.*, \$18,250,000, plus accrued interest at the same rate earned by the Settlement Fund, if any.³ Lead Counsel will also apply for payment of litigation expenses incurred in prosecuting the Action in an amount not to exceed \$1,100,000, plus accrued interest at the same rate earned by the Settlement Fund, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”) for the reasonable costs and expenses (including lost wages) of Plaintiffs directly related to their representation of the Settlement Class. If the Court approves Lead Counsel’s Fee and Expense Application in full, the average amount of fees and expenses is estimated to be approximately \$0.05 per allegedly damaged share of Nielsen publicly traded common stock. A copy of the Fee and Expense Application will be posted on www.NielsenSecuritiesSettlement.com after it has been filed with the Court.

² An allegedly damaged share might have been traded, and potentially damaged, more than once during the Class Period, and the average recovery indicated above represents the estimated average recovery for each share that allegedly incurred damages.

³ Plaintiffs’ Counsel are Labaton Sucharow LLP, Robbins Geller Rudman & Dowd LLP, and VanOverbeke Michaud & Timmony.

Reasons for the Settlement

5. For Plaintiffs, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Second Amended Complaint; the risk that the Court may grant some or all of the anticipated summary judgment motions to be filed by Defendants; the uncertainty of a greater recovery after a trial and appeals; and the difficulties and delays inherent in such litigation.

6. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of further litigation.

Identification of Representatives

7. Plaintiffs and the Settlement Class are represented by Lead Counsel: Christine M. Fox, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, settlementquestions@labaton.com.

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: *Nielsen Securities Litigation*, c/o Epiq, PO Box 5890, Portland, OR 97228-5890, (855) 662-0033, www.NielsenSecuritiesSettlement.com.

Please Do Not Call the Court with Questions About the Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

9. The Court authorized that this Notice be sent to you because you or someone in your family may have purchased or otherwise acquired Nielsen publicly traded common stock during the period from February 11, 2016 through July 25, 2018, inclusive (the “Class Period”). **Receipt of this Notice does not mean that you are a member of the Settlement Class or that you will be entitled to receive a payment. The Parties do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. See Question 8 below.**

10. The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

11. The Court in charge of the Action is the United States District Court for the Southern District of New York, and the case is known as *In re Nielsen Holdings plc Securities Litigation*, Civil Action No. 18-cv-07143-JMF. The Action is assigned to the Honorable Jesse M. Furman, United States District Judge.

2. How do I know if I am part of the Settlement Class?

12. By the Preliminary Approval Order, the Court preliminarily certified the Action as a class action on behalf of the following Settlement Class. Everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (*see* Question 3 below) or take steps to exclude themselves from the Settlement Class (*see* Question 10 below):

All persons and entities that purchased or otherwise acquired Nielsen publicly traded common stock during the period from February 11, 2016 through July 25, 2018, inclusive, and were damaged thereby.

13. If one of your mutual funds purchased Nielsen publicly traded common stock during the Class Period, that does not make you a Settlement Class Member, although your mutual fund may be. You are a Settlement Class Member only if you individually purchased Nielsen publicly traded common stock during the Class Period. Check your investment records or contact your broker to see if you have any eligible purchases. The Parties do not independently have access to your trading information.

3. Are there exceptions to being included?

14. Yes. There are some individuals and entities who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Family of any Individual Defendant; (iii) any person who was an officer or director of Nielsen during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; (v) affiliates of Nielsen, including its employee retirement and benefit plan(s) and their participants or beneficiaries, to the extent they made purchases through such plan(s); and (vi) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person. Also excluded from the Settlement Class is anyone who timely and validly seeks exclusion from the Settlement Class in accordance with the procedures described in Question 10 below.

4. Why is this a class action?

15. In a class action, one or more persons or entities (in this case, Plaintiffs), sue on behalf of people and entities who have similar claims. Together, these people and entities are a “class,” and each is a “class member.” A class action allows one court to resolve, in a single case, many similar claims that, if brought separately by individual people, might be too small economically to litigate. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class. In this Action, the Court has appointed the Public Employees’ Retirement System of Mississippi to serve as Lead Plaintiff and Labaton Sucharow LLP to serve as Lead Counsel.

5. What is this case about and what has happened so far?

16. Nielsen is a data analytics company that provides clients with information about consumer preferences. When the Action was filed, Nielsen had two businesses: (i) “Buy,” focused on consumer purchasing measurement and analytics; and (ii) “Watch,” focused on media audience measurement and analytics. The Buy business was subdivided into two segments: Developed Markets (“BDM”), consisting of the United States, Canada, Western Europe, Japan, South Korea, and Australia; and Emerging Markets (“BEM”), consisting of Africa, Latin America, Eastern Europe, Russia, China, India, and Southeast Asia. The Watch business was subdivided by major product offerings, consisting of Audience Measurement, Audio, and Marketing Effectiveness (“WME”).

17. On August 8, 2018, a securities class action complaint was filed in the United States District Court for the Southern District of New York, styled *Gordon v. Nielsen Holdings plc, et al.*, No. 1:18-cv-07143 (the “S.D.N.Y. Action”). The complaint asserted claims: (i) against all Defendants for violations of Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder; and (ii) against all Individual Defendants for violations of Section 20(a) of the Exchange Act. The plaintiff asserted such claims on behalf of all persons who purchased or acquired Nielsen common stock during a class period of February 8, 2018 through July 25, 2018, inclusive.

18. The S.D.N.Y. Action was assigned to Judge John F. Keenan and Magistrate Judge Debra C. Freeman on August 9, 2018.

19. On September 21, 2018, a securities class action complaint was filed in the U.S. District Court for the Northern District of Illinois, styled *Plumbers and Steamfitters Local 60 Pension Trust v. Nielsen Holdings plc*, No. 1:18-cv-12046 (the “N.D. Ill. Action”). The complaint asserted claims: (i) against all Defendants for violations of Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder; and (ii) against all Individual Defendants for violations of Section 20(a) of the Exchange Act. The plaintiff asserted claims on behalf of all persons who purchased or acquired Nielsen common stock during a class period of February 11, 2016 through July 25, 2018, inclusive.

20. The N.D. Ill. Action was assigned to Judge Virginia M. Kendall and Magistrate Judge M. David Weisman on September 21, 2018.

21. On October 9, 2018, Macomb County Employees’ Retirement System, Electrical Workers Pension Trust Fund of IBEW Local Union No. 58 and Monroe County Employees’ Retirement System moved to serve as lead plaintiffs in the S.D.N.Y. Action. MissPERS also moved to serve as lead plaintiff in the S.D.N.Y. Action. Both movants also requested that the N.D. Ill. Action be consolidated into the S.D.N.Y. Action.

22. On December 17, 2018, the N.D. Ill. Action was transferred to the Southern District of New York.

23. On May 31, 2019, the S.D.N.Y. Action was re-assigned to Judge Furman.

24. On April 22, 2019, MissPERS filed a proposed stipulation for appointment of MissPERS as Lead Plaintiff, consolidation of the N.D. Ill. Action into the S.D.N.Y. Action, retitling of the S.D.N.Y. Action as “*In re Nielsen Holdings plc Securities Litigation*,” and for approval of MissPERS’ selection of Labaton Sucharow LLP as Lead Counsel for the class. The stipulation noted that all other movants had either withdrawn their motions to serve as lead plaintiff or had filed non-oppositions to MissPERS’ appointment as Lead Plaintiff. On April 22, 2019, the Court entered an order giving effect to the stipulation.

25. On June 21, 2019, Lead Plaintiff filed an Amended Complaint for Violations of the Federal Securities Laws (the “Amended Complaint”), which added Monroe as a named plaintiff. The Amended Complaint asserted claims against: (i) all Defendants pursuant to Section 10(b) of the Exchange Act; and (ii) the Individual Defendants pursuant to Section 20(a) of the Exchange Act.

26. On July 12, 2019, by stipulation entered by the Court, Lead Plaintiff filed a Corrected Amended Complaint for Violations of Federal Securities Laws (the “Corrected Amended Complaint”), making minor corrections. On September 6, 2019, Defendants filed a motion to dismiss the Corrected Amended Complaint. On September 27, 2019, Lead Plaintiff filed a Second Amended Complaint for Violations of the Federal Securities Laws (“Second Amended Complaint”), which was substantially similar to the prior complaint, but modified certain of the allegations. Lead Plaintiff alleged misstatements and omissions in connection with: (i) the financial performance of Nielsen’s Buy business; (ii) alleged trends affecting Nielsen’s Buy business; (iii) Nielsen’s valuation of the goodwill of its Buy business; and (iv) the alleged effects of the European Union’s General Data Protection Regulation on Nielsen’s business.

27. On November 26, 2019, Defendants filed a motion to dismiss the Second Amended Complaint, which Lead Plaintiff opposed on January 27, 2020. On February 26, 2020, Defendants filed a reply in further support of their motion to dismiss.

28. On January 4, 2021, the Court ruled on the motion to dismiss. The Court dismissed certain claims in the Second Amended Complaint, while sustaining other claims.

29. On February 12, 2021, Defendants filed an Answer to the Second Amended Complaint.

30. During the course of the litigation, the Parties engaged in extensive discovery. In response to document requests, Lead Plaintiff received over 90,000 documents from Defendants amounting to more than 490,000 pages. In response to subpoenas, Lead Plaintiff received over 45,000 documents from 29 non-parties, amounting to more than 390,000 pages. Lead Plaintiff and Monroe produced over 2,000 documents, amounting to more than 40,000 pages. In addition, representatives and investment managers of Lead Plaintiff and Monroe sat for six depositions taken by Defendants. Defendants also deposed Lead Plaintiff’s market efficiency expert, Mr. Chad Coffman, the President of Global Economics Group, a firm that specializes in the application of economics, finance, statistics, and valuation principles to claims of economic damages, regarding issues of damages and market efficiency. Lead Plaintiff conducted a 30(b)(6) deposition of Nielsen, with three different individuals sitting for depositions on behalf of the Company. Lead Plaintiff also took depositions of 11 additional current or former employees of Nielsen before the case settled.

31. On July 15, 2021, Lead Plaintiff moved for class certification, seeking to certify MissPERS and Monroe as class representatives and seeking to certify a class of all persons and entities that purchased or otherwise acquired Nielsen publicly traded common stock during the period from July 26, 2016 through July 25, 2018, inclusive. An expert report by Chad Coffman was filed in support of the motion for class certification. On October 18, 2021, Defendants filed an opposition to Lead Plaintiff’s motion for class certification. An expert report by Dr. Paul A. Gompers, Eugene Holman Professor of Business Administration at Harvard Business School, was also submitted in opposition to Lead Plaintiff’s motion for class certification. On December 17, 2021, Lead Plaintiff filed a reply in further support of its motion.

32. On December 14, 2021, the Parties participated in a full-day mediation session before retired United States District Court Judge Layn R. Phillips, of Phillips ADR (the “Mediator”). In advance of that session, the Parties provided detailed mediation statements and exhibits to the Mediator, which addressed issues of liability, class certification, and damages. The Parties also participated in individual sessions with the Mediator and/or his staff and answered questions from the Mediator about the Action. No agreement was reached at the mediation session.

33. On January 5, 2022, the Parties participated in another joint mediation session and presented on specific issues in the case. Following these presentations, the Parties continued negotiating toward a potential settlement.

34. On February 2, 2022, the Mediator made a formal mediator’s proposal that the case settle for \$73 million. The Parties accepted this proposal and subsequently began negotiating a term sheet and a formal settlement agreement. The Stipulation (together with the exhibits thereto) reflects the final and binding agreement between the Parties.

6. What are the reasons for the Settlement?

35. The Court did not finally decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. They recognize, however, the expense and length of continued proceedings needed to pursue the claims through trial and appeals, as well as the difficulties in establishing liability. Assuming the claims proceeded to trial, the Parties would present factual and expert testimony on each of the disputed issues, and there is risk that the Court or jury would resolve these issues unfavorably against Plaintiffs and the Settlement Class. In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

36. Defendants have denied and continue to deny any wrongdoing whatsoever, including each and every one of the claims alleged by Plaintiffs in the Action, all claims in the Second Amended Complaint, and any allegation that they have committed any act or omission giving rise to any liability or violation of law. Defendants deny the allegations that they made any material misstatements or omissions; that any member of the Settlement Class has suffered damages; that the prices of Nielsen's publicly traded common stock were artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that members of the Settlement Class were harmed by the conduct alleged. Nonetheless, Defendants have agreed to the Settlement to eliminate the burden and expense of continued litigation, and the Settlement may not be construed as an admission of any wrongdoing by Defendants in this or any other action or proceeding.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

37. In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties (*see* Question 9 below), Defendants have agreed to cause a \$73 million cash payment to be made, which, along with any interest earned, will be distributed after deduction of Court-awarded attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), to Settlement Class Members who submit valid and timely Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund.

8. How can I receive a payment?

38. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. You may also obtain one from the website dedicated to the Settlement: www.NielsenSecuritiesSettlement.com, or submit a claim online at www.NielsenSecuritiesSettlement.com. You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (855) 662-0033.

39. Please read the instructions contained in the Claim Form carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received no later than July 15, 2022**.

9. What am I giving up to receive a payment and by staying in the Settlement Class?

40. If you are a Settlement Class Member and do not timely and validly exclude yourself from the Settlement Class, you will remain in the Settlement Class and that means that, upon the "Effective Date" of the Settlement, you will release all "Released Claims" against the "Released Defendant Parties." All of the Court's orders in the Action, whether favorable or unfavorable, will apply to you and legally bind you.

(a) "**Released Claims**" means any and all claims, rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments and causes of action of every nature and description, whether known or Unknown (as defined below), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (a) asserted in the Action; or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate to, both (1) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in any of the complaints filed in the Action and (2) the purchase or acquisition of Nielsen publicly traded common stock during the Class Period. For the avoidance of doubt, Released Claims do not include: (1) claims to enforce the Settlement; or (2) claims in any present or future derivative litigation, including, without limitation, *Marilyn Clark v. Dwight M. Barns*, No. 650506/2019 (NY Sup. Ct. filed Jan. 25, 2019).

(b) **“Released Defendant Parties”** means Defendants, Steve Hasker, and each of their respective past or present or future predecessors, successors, parent corporations, sister corporations, subsidiaries, affiliates, principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, Immediate Family, receivers and trustees, settlors, beneficiaries, officers, directors, members, shareholders, employees, independent contractors, servants, agents, partners, insurers, reinsurers, representatives, attorneys, legal representatives, auditors, accountants, advisors, and successors-in-interest, in their capacities as such.

(c) **“Unknown Claims”** means any and all Released Claims that Plaintiffs and any other members of the Settlement Class do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly, and each Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows, suspects, or believes to be true with respect to the Action, the Released Claims, or the Released Defendants’ Claims, but Plaintiffs and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have fully, finally, and forever settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants’ Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and all Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a material element of the Settlement.

41. The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. Upon the “Effective Date,” the Released Defendant Parties will also provide a release of any claims against the Released Plaintiff Parties arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

42. If you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or “opting out.” **Please note:** If you decide to exclude yourself from the Settlement Class, there is a risk that any lawsuit you may file may be dismissed, including because the suit is not filed within the applicable time periods required for filing suit. Defendants have the option to terminate the Settlement if a certain amount of Settlement Class Members request exclusion.

10. How do I exclude myself from the Settlement Class?

43. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you request to be “excluded from the Settlement Class in *In re Nielsen Holdings plc Sec. Litig.*, No. 1:18-cv-07143-JMF (S.D.N.Y).” You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, and telephone number of the person or entity requesting exclusion; (ii) state the number of shares of Nielsen publicly traded common stock the person or entity purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale; and (iii) be signed by the Person requesting exclusion or an authorized representative. A request for exclusion must be mailed so that it is **received no later than June 29, 2022** at:

Nielsen Securities Litigation
c/o Epiq
PO Box 5890
Portland, OR 97228-5890

44. This information is needed to determine whether you are a member of the Settlement Class. Your exclusion request must comply with these requirements in order to be valid.

45. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member and the Settlement will not affect you. If you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

11. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same reasons later?

46. No. Unless you properly exclude yourself, you will give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit against any of the Released Defendant Parties, **speak to your lawyer in that case immediately**. You must exclude yourself from this Class to continue your own lawsuit, assuming that lawsuit was timely brought. Remember, the exclusion deadline is **June 29, 2022**.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

47. Labaton Sucharow LLP is Lead Counsel in the Action and represents all Settlement Class Members. You will not be separately charged for the work of Lead Counsel and the other Plaintiffs' Counsel. The Court will determine the amount of attorneys' fees and litigation expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

48. Lead Counsel, together with Plaintiffs' Counsel, has been prosecuting the Action on a contingent basis and has not been paid for any of their work. Lead Counsel will apply to the Court, on behalf of itself and the other Plaintiffs' Counsel firms, for an award of attorneys' fees of no more than 25% of the Settlement Fund, which will include any accrued interest. Lead Counsel has agreed to share the awarded attorneys' fees with Plaintiffs' Counsel. Payment to the other Plaintiffs' Counsel firms will in no way increase the fees that are deducted from the Settlement Fund. Lead Counsel will also seek payment of litigation expenses incurred by Plaintiffs' Counsel in the prosecution and settlement of the Action of no more than \$1,100,000, plus accrued interest, if any, which may include an application in accordance with the PSLRA for the reasonable costs and expenses (including lost wages) of Plaintiffs directly related to their representation of the Settlement Class. As explained above, any attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

14. How do I tell the Court that I do not like something about the proposed Settlement?

49. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or Lead Counsel's Fee and Expense Application. You may write to the Court about why you think the Court should not approve any or all of the Settlement terms or related relief. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

50. To object, you must send a signed letter stating that you object to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application in "*In re Nielsen Holdings plc Sec. Litig.*, No. 1:18-cv-07143-JMF (S.D.N.Y.)." The objection must also: (i) state the name, address, telephone number, and e-mail address of the objector and must be signed by the objector; (ii) contain a statement of the Settlement Class Member's objection or objections and the specific reasons for the objection, including whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court's attention; and (iii) include documents sufficient to show the

objector's membership in the Settlement Class, including the number of shares of Nielsen publicly traded common stock purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel's Fee and Expense Application. Your objection must be filed with the Court **no later than June 29, 2022 and** be mailed or delivered to the following counsel so that it is **received no later than June 29, 2022. You may do so by using the Court's Case Management/Electronic Case Files system (CM/ECF), delivering by hand, or mailing:**

Court
Clerk of the Court
United States District Court
Southern District of New York
Daniel Patrick Moynihan
U.S. Courthouse
500 Pearl Street
New York, NY 10007

Lead Counsel
Labaton Sucharow LLP
Christine M. Fox, Esq.
140 Broadway
New York, NY 10005

Defendants' Counsel
Representative
Simpson Thacher & Bartlett LLP
Craig S. Waldman, Esq.
425 Lexington Avenue
New York, NY 10017

51. You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Settlement Class Member who has complied with the procedures described in this Question 14 and below in Question 18 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court. An objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing. If the Settlement Hearing is held remotely, instructions for participating will be posted at www.NielsenSecuritiesSettlement.com.

15. What is the difference between objecting and seeking exclusion?

52. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Lead Counsel's Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

THE SETTLEMENT HEARING

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

53. The Court will hold the Settlement Hearing on **July 20, 2022 at 4:00 p.m.**, either remotely or in person, in Courtroom 1105 of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York, 10007.

54. At this hearing, the Honorable Jesse M. Furman will consider whether: (i) the Settlement is fair, reasonable, adequate, and should be approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) the application of Lead Counsel for an award of attorneys' fees and payment of litigation expenses is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 14 above. We do not know how long it will take the Court to make these decisions.

55. The Court may change the date and time of the Settlement Hearing, or hold the hearing remotely, without another individual notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time and procedures for participating have not changed, or periodically check the Settlement website at www.NielsenSecuritiesSettlement.com to see if the Settlement Hearing stays as scheduled or is changed.

17. Do I have to come to the Settlement Hearing?

56. No. Lead Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 18 below **no later than June 29, 2022.**

18. May I speak at the Settlement Hearing?

57. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must, **no later than June 29, 2022**, submit a statement that you, or your attorney, intend to appear in “*In re Nielsen Holdings plc Sec. Litig.*, No. 1:18-cv-07143-JMF (S.D.N.Y.)” If you intend to present evidence at the Settlement Hearing, you must also include in your objection (prepared and submitted according to the answer to Question 14 above) the identities of any witnesses you may wish to call to testify and any exhibits you intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you exclude yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Settlement Hearing in accordance with the procedures described in this Question 18 and Question 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

58. If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 8 above). To start, continue, or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims, you must exclude yourself from the Settlement Class (*see* Question 10 above).

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

59. This Notice summarizes the proposed Settlement. More details are contained in the Stipulation. You may review the Stipulation filed with the Court or other documents in the case during business hours at the office of the Clerk of the Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, New York 10007. (Please check the Court’s website, www.nysd.uscourts.gov, for information about Court closures before visiting.) Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court’s on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

60. You can also get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement by visiting the website dedicated to the Settlement, www.NielsenSecuritiesSettlement.com. You may also call the Claims Administrator toll free at (855) 662-0033 or write to the Claims Administrator at *Nielsen Securities Litigation*, c/o Epiq, PO Box 5890, Portland, OR 97228-5890. **Please do not call the Court with questions about the Settlement.**

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

21. How will my claim be calculated?

61. The Plan of Allocation set forth below is the plan for calculating claims and distributing the proceeds of the Settlement that is being proposed by Plaintiffs and Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation or modify it without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website at: www.NielsenSecuritiesSettlement.com.

62. As noted above, the Settlement Amount and the interest it earns is the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the “Net Settlement Fund.” The Net Settlement Fund will be distributed to members of the Settlement Class who timely submit valid Claim Forms that show a “Recognized Claim” according to the Court-approved Plan of Allocation. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will still be bound by the Settlement.

63. The objective of this Plan of Allocation is to distribute the Net Settlement Fund among those Settlement Class Members who allegedly suffered economic losses as a result of the alleged wrongdoing. To design this plan, Lead Counsel conferred with Plaintiffs’ damages expert. This plan is intended to be generally

consistent with an assessment of, among other things, the damages that Plaintiffs and Lead Counsel believe were recoverable in the Action. The Plan of Allocation, however, is not a formal damages analysis and the calculations made pursuant to the plan are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. The calculations pursuant to the Plan of Allocation are also not estimates of the amounts that will be paid to Authorized Claimants. An individual Settlement Class Member's recovery will depend on, for example: (i) the total number and value of claims submitted; (ii) when the claimant purchased or acquired Nielsen publicly traded common stock; and (iii) whether and when the claimant sold his, her, or its shares of Nielsen publicly traded common stock. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund. The Claims Administrator will determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim."

64. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the securities at issue. In this case, Plaintiffs allege that Defendants issued false statements and omitted material facts during the Class Period, which allegedly artificially inflated the price of Nielsen publicly traded common stock. Defendants deny the allegations and the assertion that any damages were suffered by any members of the Settlement Class as a result of their conduct. In developing the Plan of Allocation, Plaintiffs' damages expert calculated the estimated amount of alleged artificial inflation in the per share prices of Nielsen common stock that was allegedly proximately caused by Defendants' alleged materially false and misleading statements and omissions.

65. In this Action, Plaintiffs allege that corrective information allegedly impacting the price of Nielsen publicly traded common stock (which is referred to as a "corrective disclosure") was released to the market prior to market open on October 25, 2016, April 25, 2017, October 25, 2017, February 8, 2018, April 26, 2018, and July 26, 2018, and allegedly impacted the price of Nielsen common stock on those days by partially removing the alleged artificial inflation from Nielsen's share prices. Accordingly, in order to have a compensable loss in this Settlement, shares of Nielsen common stock must have been purchased or otherwise acquired during the Class Period and held through at least one of the alleged corrective disclosure dates listed above.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

66. For purposes of determining whether a claimant has a "Recognized Claim," if a claimant has more than one purchase/acquisition or sale of Nielsen publicly traded common stock during the Class Period, all purchases/acquisitions and sales will be matched on a "First In First Out" (FIFO) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

67. Based on the formulas stated below, a "Recognized Loss Amount" will be calculated for each purchase/acquisition of Nielsen publicly traded common stock during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formulas below, that Recognized Loss Amount will be zero.

68. For each share of Nielsen common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on October 23, 2018, an "Out of Pocket Loss" will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

69. For each share of Nielsen publicly traded common stock purchased or acquired from February 11, 2016 through and including July 25, 2018, and:

- A. Sold before October 25, 2016, the Recognized Loss Amount for each such share shall be zero.
- B. Sold during the period from October 25, 2016 through July 25, 2018, the Recognized Loss Amount for each such share shall be *the lesser of*:
 1. the alleged dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below *minus* the alleged dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below; or
 2. the Out of Pocket Loss.
- C. Sold during the period from July 26, 2018 through October 23, 2018, the Recognized Loss Amount for each such share shall be *the least of*:

1. the alleged dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
 2. the actual purchase/acquisition price of each such share *minus* the average closing price from July 26, 2018, up to the date of sale as set forth in **Table 2** below; or
 3. the Out of Pocket Loss.
- D. Held as of the close of trading on October 23, 2018, the Recognized Loss Amount for each such share shall be the *lesser of*:
1. the alleged dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
 2. the actual purchase/acquisition price of each such share *minus* \$25.89.⁴

ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION

70. The sum of a claimant's Recognized Loss Amounts will be the claimant's "Recognized Claim."

71. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which will be the Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. Given the costs of distribution, the Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount is \$10.00 or greater.

72. Purchases and sales of Nielsen publicly traded common stock will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant of shares of Nielsen publicly traded common stock by gift, inheritance, or operation of law during the Class Period will not be deemed an eligible purchase or sale of Nielsen publicly traded common stock for the calculation of a claimant's Recognized Claim, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase of Nielsen common stock unless: (i) the donor or decedent purchased the shares during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

73. The date of covering a "short sale" will be deemed to be the date of purchase of the Nielsen common stock. The date of a "short sale" will be deemed to be the date of sale of Nielsen common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a claimant has an opening short position in Nielsen common stock, his, her, or its earliest Class Period purchases of Nielsen common stock will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

74. Option contracts are not securities eligible to participate in the Settlement. With respect to shares of Nielsen common stock purchased or sold through the exercise of an option, the purchase/sale date of the Nielsen common stock is the exercise date of the option and the purchase/sale price of the Nielsen common stock is the exercise price of the option.

75. Distributions will be made to eligible Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after a reasonable amount of time from the date of initial distribution of the Net Settlement Fund, and after payment of outstanding Notice and Administration Expenses, Taxes, attorneys' fees and expenses, and any awards to Plaintiffs, the Claims Administrator shall, if feasible, reallocate (which reallocation may occur on multiple occasions) such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Thereafter, any *de minimis* balance that still remains in the Net Settlement Fund after re-distribution(s) and after payment of outstanding Notice and Administration Expenses, Taxes, and attorneys' fees and expenses and any awards to Plaintiffs, shall be donated to the Investor Protection Trust, or a non-profit and non-sectarian organization(s) chosen by the Court.

⁴ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Nielsen common stock during the "90-day look-back period," July 26, 2018 through October 23, 2018. The mean (average) closing price for Nielsen common stock during this 90-day look-back period was \$25.89.

76. Payment pursuant to the Plan of Allocation or such other plan of allocation as may be approved by the Court will be conclusive against all claimants. No person will have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages expert, the Claims Administrator, or other agent designated by Lead Counsel, arising from determinations or distributions to claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Plaintiffs, Defendants, Defendants' Counsel, and all other Released Parties will have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund or any losses incurred in connection therewith.

77. Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her, or its claim.

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

78. If you purchased or otherwise acquired Nielsen publicly traded common stock during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide a list of the names and addresses of all such beneficial owners to the Claims Administrator and the Claims Administrator is ordered to send the Notice promptly to such identified beneficial owners; or (b) request additional copies of this Notice and the Claim Form from the Claims Administrator, which will be provided to you free of charge, and **WITHIN TEN (10) CALENDAR DAYS** of receipt, mail the Notice and Claim Form directly to all the beneficial owners of those shares. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. Nominees shall also provide email addresses for all such beneficial owners to the Claims Administrator, to the extent they are available. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation and timely compliance with the above directives. All communications concerning the foregoing should be addressed to the Claims Administrator:

Nielsen Securities Litigation
c/o Epiq
PO Box 5890
Portland, OR 97228-5890

Dated: April 18, 2022

BY ORDER OF THE UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TABLE 1

**Nielsen Publicly Traded Common Stock Alleged Artificial Inflation
for Purposes of Calculating Purchase and Sale Inflation in Plan of Allocation**

Transaction Date	Alleged Artificial Inflation Per Share
February 11, 2016 - October 24, 2016	\$25.57
October 25, 2016 - April 24, 2017	\$16.44
April 25, 2017 - October 24, 2017	\$14.67
October 25, 2017 - February 7, 2018	\$12.34
February 8, 2018 - April 25, 2018	\$9.87
April 26, 2018 – July 25, 2018	\$7.30

TABLE 2**Nielsen Publicly Traded Common Stock Closing Price and Average Closing Price
July 26, 2018 – October 23, 2018**

Date	Closing Price	Average Closing Price Between July 26, 2018 and Date Shown	Date	Closing Price	Average Closing Price Between July 26, 2018 and Date Shown
7/26/2018	\$22.11	\$22.11	9/11/2018	\$26.38	\$24.83
7/27/2018	\$22.36	\$22.24	9/12/2018	\$26.72	\$24.89
7/30/2018	\$23.03	\$22.50	9/13/2018	\$26.54	\$24.93
7/31/2018	\$23.56	\$22.77	9/14/2018	\$27.35	\$25.00
8/1/2018	\$23.45	\$22.90	9/17/2018	\$27.22	\$25.06
8/2/2018	\$22.57	\$22.85	9/18/2018	\$27.43	\$25.12
8/3/2018	\$21.99	\$22.72	9/19/2018	\$27.56	\$25.19
8/6/2018	\$22.27	\$22.67	9/20/2018	\$27.21	\$25.24
8/7/2018	\$21.77	\$22.57	9/21/2018	\$27.24	\$25.29
8/8/2018	\$21.75	\$22.49	9/24/2018	\$27.15	\$25.33
8/9/2018	\$22.15	\$22.46	9/25/2018	\$27.20	\$25.37
8/10/2018	\$21.97	\$22.42	9/26/2018	\$27.96	\$25.43
8/13/2018	\$24.62	\$22.58	9/27/2018	\$27.96	\$25.49
8/14/2018	\$26.05	\$22.83	9/28/2018	\$27.66	\$25.54
8/15/2018	\$26.15	\$23.05	10/1/2018	\$27.70	\$25.58
8/16/2018	\$26.61	\$23.28	10/2/2018	\$27.53	\$25.62
8/17/2018	\$26.15	\$23.44	10/3/2018	\$27.31	\$25.66
8/20/2018	\$26.11	\$23.59	10/4/2018	\$27.09	\$25.69
8/21/2018	\$26.03	\$23.72	10/5/2018	\$26.96	\$25.71
8/22/2018	\$25.96	\$23.83	10/8/2018	\$26.89	\$25.73
8/23/2018	\$26.71	\$23.97	10/9/2018	\$26.89	\$25.75
8/24/2018	\$26.47	\$24.08	10/10/2018	\$26.31	\$25.77
8/27/2018	\$26.60	\$24.19	10/11/2018	\$25.75	\$25.76
8/28/2018	\$26.72	\$24.30	10/12/2018	\$26.15	\$25.77
8/29/2018	\$26.63	\$24.39	10/15/2018	\$26.26	\$25.78
8/30/2018	\$26.11	\$24.46	10/16/2018	\$27.14	\$25.80
8/31/2018	\$26.00	\$24.51	10/17/2018	\$27.05	\$25.82
9/4/2018	\$26.06	\$24.57	10/18/2018	\$26.96	\$25.84
9/5/2018	\$26.37	\$24.63	10/19/2018	\$26.95	\$25.86
9/6/2018	\$25.97	\$24.68	10/22/2018	\$26.97	\$25.88
9/7/2018	\$26.18	\$24.73			
9/10/2018	\$26.57	\$24.78	10/23/2018	\$26.53	\$25.89