

## NOTICE OF YAHOO DATA BREACH CLASS ACTION SETTLEMENT AND CLAIMS PERIOD

### PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

A Class Action Settlement has been approved in the litigation against Yahoo! Inc. (“**Yahoo**”) and Yahoo! Canada Co. (together, called “**Defendants**” in this Notice), relating to data breaches occurring in 2013 through 2016 (the “**Data Breaches**”). The Defendants do not admit any wrongdoing or liability. The Settlement has now become final and the period to make a claim on the Settlement Fund (the “**Claims Period**”) will begin shortly

If you are a Canadian resident with a Yahoo account at any time during the period January 1, 2012 through December 31, 2016, inclusive, and have not opted out of the class, you are a “**Class Member**.”

**This is your notice that the Claims Period begins on May 27, 2024 and will end on December 27, 2024. In order to receive funds, your claim must be postmarked during the Claims Period. To file a claim, please visit the Claims Administrator’s website [www.yahooclassaction.com](http://www.yahooclassaction.com).**

### SUMMARY OF SETTLEMENT BENEFITS

The Defendants have paid \$20,325,683.58 (the “**Settlement Fund**”) to settle the claims of the Class Members, including the Legal Fees and Disbursements and the Administrative Expenses for the Settlement Administration, in return for a release and a dismissal of the class action.

Class Members shall submit Claim Forms to the Claims Administrator, who will determine the amounts to be distributed to Class Members from the Settlement Fund, in full and final settlement of their claims. The amount remaining from the Settlement Fund, after deductions for legal fees, disbursements, taxes thereon and administrative expenses for the settlement administration, honorariums for Named Plaintiffs and a 10% levy to the Law Foundation of Ontario (the “**Net Settlement Fund**”), shall be distributed as follows:

- (a) Up to \$4 million to pay “**Category A Claims**” for:
  - i. Cash Reimbursement for documented out-of-pocket costs or expenditures, as defined in the Settlement Agreement, that a Class Member actually incurred due to one or more of the Data Breaches, and time spent performing tasks traceable to mitigating the impact of the Data Breaches at \$25 per hour, to a maximum of fifteen hours.
  - ii. Cash Reimbursement for up to 25% of the cost of service paid for between August 1, 2013 and December 31, 2016 for Class Members that paid Yahoo for advertisement-free or premium email services.
  - iii. Cash Reimbursement for up to 25% of the cost of services paid for between August 1, 2013 and December 31, 2016 for Class Members that paid for Yahoo or Aabaco Small Business services.

The maximum a Class Member can claim for Category A Claims is \$25,000.

- (b) The balance of the Net Settlement Fund to pay claims for Class Members who do not claim under Category A, including wasted time and inconvenience responding to one or more of the Data Breaches, in the amount of \$25 per hour for each hour spent responding to one or more of the Data Breaches, not to exceed \$125 for each Data Breach where the Class Member received a Notice of the Data Breach (“**Category B Claims**” or “**Alternative Compensation**”); and
- (c) Class Members who qualify for Category B Claims may elect to waive that compensation in favour of credit-monitoring services of at least one year (“**Category C Claims**” or “**Credit Monitoring Services**”).

**Claim Forms are now available on the Settlement Website, [www.yahooclassaction.com](http://www.yahooclassaction.com).**

### WHAT MUST YOU DO NOW

Please go to [www.yahooclassaction.com](http://www.yahooclassaction.com) and fill out a Claim Form.

## UNDERSTANDING THE SETTLEMENT

### I. Basic Questions

#### 1. Why am I getting this Notice?

The Court in charge of this litigation authorized this Notice because you may be a member of the Class. The Notice explains the process for making a claim on the Settlement Fund.

Do not contact the Defendants regarding the details of this Settlement because they will not have any information that is not on the Settlement Website. Do not contact the Court about this action.

#### 2. What is this lawsuit about?

This Settlement resolves litigation against the Defendants alleging that the Defendants experienced multiple data breaches between 2013 and 2016 because they had inadequate data security measures in place to protect account holders' personal information. The Plaintiffs claim that they were injured as a result.

You can read the Amended Fresh as Amended Statement of Claim by visiting [www.yahooaction.com](http://www.yahooaction.com). The Defendants deny that they have violated any law or engaged in any wrongdoing. The parties agreed to resolve these matters before these issues were decided by the Court.

#### 3. Why is there a Settlement?

A settlement is an agreement between a plaintiff (or multiple plaintiffs) and a defendant (or multiple defendants) to resolve a lawsuit. Settlements end all or part of a lawsuit without a trial and without the court or a jury ruling in favor of either side. All parties in the lawsuit agree to a settlement to avoid the cost and risk of further litigation, including a potential trial, and to afford Class Members benefits in exchange for releasing the Defendants from liability. This proposed Settlement does not necessarily mean that the Defendants broke any laws or did anything wrong, and the Court did not decide which side was right.

This Notice summarizes the Settlement's key terms, including benefits to Class Members, and the rights and obligations of all parties. If there is any conflict between this Notice and the Settlement Agreement, which is also accessible on the Settlement Website, the Settlement Agreement governs. Terms that are defined in the Settlement Agreement have the same meaning in this Notice.

#### 4. How was this Settlement reached?

The Plaintiffs and the Defendants reached this Settlement after two day-long mediations, in which Mr. Jed Melnick of JAMS Mediation, Arbitration, ADR Services and subsequently the Honourable Frank Newbould, Q.C., participated as mediators. During these sessions, the Plaintiffs' counsel and the Defendants' counsel engaged in extensive arm's-length negotiations. An agreement was reached thereafter. Both sides then negotiated the final terms of the Settlement Agreement, which will be submitted to the Court for approval.

#### 5. What options do I have now?

You may make a claim on the Settlement Fund by filling out the appropriate form on the website. You **must** do so before December 27, 2024 in order to receive a payment.

#### 6. Why is this a class action?

A class action is a representative action or lawsuit in which one or more plaintiffs (also called "representative plaintiffs") sue a defendant(s) on behalf of other, unnamed people with similar claims. All of these people together are the "Class" or "Class Members," if the Court approves this procedural form. Once approved, the Court resolves the issues for all Class Members, except for those who opt out of the Class. To opt out means that you choose to exclude yourself from the Class. If you opt out, you will be denied any benefits under the Settlement.

### II. Who is in the Settlement?

#### 7. How do I know if I am part of the Settlement?

You are a Class Member if you are a Canadian resident with a Yahoo account at any time during the period January 1, 2012 through December 31, 2016, inclusive and you have not already opted out of the Class.

#### 8. How do I get more information?

This Long-Form Class Notice summarizes the proposed Settlement. More details, including the actual Settlement Agreement, are available at [www.yahooaction.com](http://www.yahooaction.com).

For questions regarding this Notice or the proposed Settlement, please contact the Claims Administrator as follows:

Yahoo Data Breach Class Action Claims Administrator  
c/o RicePoint Administration Inc.  
P.O. Box 3355  
London, Ontario N6A 4K3

You may also contact Class Counsel at:

**Kateryna Galts**  
**Charney Lawyers PC**  
151 Bloor St. W., Suite 602  
Toronto, ON M5S 1S4  
Tel.: (416) 964-7950  
Email: [info@charneylawyers.com](mailto:info@charneylawyers.com)

### III. Details of Settlement Benefits

#### 9. What benefits does the Settlement Provide?

The Settlement provides the following benefits to Class Members:

- A. **Category A Claims:** up to \$4 million to pay claims for:
- Cash Reimbursement for Out-of-Pocket Costs;
  - Cash Reimbursement for up to 25% of Paid User Costs; and
  - Cash Reimbursement for up to 25% of Small Business User Costs;
- B. **Category B Claims:** Cash Payment, as an Alternative to Category A Claims; or
- C. **Category C Claims:** Credit Monitoring Services of at least one year, as an Alternative to Category B Claims.

#### 10. How do I submit a Category A Claim for Reimbursement of Out-of-Pocket Costs, Paid User Costs or Small Business User Costs?

##### **Out-of-Pocket Costs**

You may request payment of Out-of-Pocket Costs by submitting an Out-of-Pocket Costs Claim Form (either in paper form or on the Settlement Website) to the Claims Administrator accompanied by a declaration for the Out-of-Pocket Costs incurred, and documentation of Out-of-Pocket Costs, as detailed on the Out-of-Pocket Costs Claim Form.

The Claims Administrator will verify that each person who submits an Out-of-Pocket Costs Claim Form is a Class Member. The Claims Administrator will have the sole discretion and authority to determine whether and to what extent an Out-of-Pocket Costs Claim Form reflects valid Out-of-Pocket Costs. To the extent the Claims Administrator determines a claim for Out-of-Pocket Costs is deficient, the Claims Administrator will, within 15 days of making the determination, notify the Class Member of the deficiencies and give the Class Member 30 days to cure the deficiencies. The Claims Administrator will have the sole discretion and authority to determine whether the Class Member has cured the deficient claim such that it reflects valid Out-of-Pocket Costs.

Out-of-Pocket Costs for preventative measures, such as obtaining credit-monitoring services, insurance or credit freezes, will be considered to be due to one or more of the Data Breaches if the Class Member states that they believe the costs were incurred as a result of one or more of the Data Breaches. Out-of-Pocket Costs for unreimbursed losses related to identity theft, falsified tax returns, or other alleged wrongdoing (collectively "Misconduct"), or for attempting to remedy Misconduct, shall be considered to be due to one or more of the Data Breaches if: (i) the Misconduct occurred within four months of Notice of one or more of the Data Breaches; (ii) the Class Member states that he, she, or it believes the Misconduct is connected to one or more of the Data Breaches; and (iii) the Misconduct involved possible misuse of the type of personal information accessed in one or more of the Data Breaches (i.e., names, email addresses, telephone numbers, birth dates, passwords, and security questions of Yahoo account holders, or from contents of the Class Member's email account, such as financial communications and records containing credit cards, retail accounts, banking, account passwords, tax documents, and social insurance numbers from transactions conducted by email).

##### **Paid User Costs**

All Paid Users will be eligible to receive an amount of up to 25% of the cost of services paid for between August 1, 2013 and December 31, 2016, upon submission of a valid Paid User Claim Form (as determined by the Claims Administrator).

The Claims Administrator will verify that each person who submits a Paid User Claim Form is a Class Member and a Paid User. The Claims Administrator will have the sole discretion and authority to determine whether and to what extent a Paid User Claim Form reflects valid Paid User services. To the extent the Claims Administrator determines a claim for Paid User services is deficient, the Claims Administrator will, within 15 days of making the determination, notify the Class Member of the deficiencies and give the Class Member 30 days to cure the deficiencies. The Claims Administrator will have the sole discretion and authority to determine whether the Class Member has cured the deficient claim such that it reflects valid Paid User services.

## **Small Business User Costs**

All Small Business Users will be eligible to receive an amount of up to 25% of the cost of services paid for between August 1, 2013 and December 31, 2016, upon submission of a valid Small Business User Claim Form (as determined by the Claims Administrator).

The Claims Administrator will verify that each person who submits a Small Business User Claim Form is a Class Member and a Small Business User. The Claims Administrator will have the sole discretion and authority to determine whether and to what extent a Small Business User Claim Form reflects valid Small Business User services. To the extent the Claims Administrator determines a claim for Small Business User services is deficient, the Claims Administrator will, within 15 days of making the determination, notify the Class Member of the deficiencies and give the Class Member 30 days to cure the deficiencies. The Claims Administrator will have the sole discretion and authority to determine whether the Class Member has cured the deficient claim such that it reflects valid Small Business User services.

### **11. What benefits will I receive if I submit a Category A Claim Form for valid Out-of-Pocket Costs, Paid User services and Small Business services?**

Each Class Member who submits a Claim Form for valid Out-of-Pocket Costs, Paid User services and Small Business services (as determined by the Claims Administrator) will be eligible to receive a payment equal to the lesser of: (i) the amount of the Class Member's valid Out-of-Pocket Costs and recoverable Paid User services and Small Business services, or (ii) \$25,000; provided, however, that the payment may be reduced as provided in section 6.1 of the Settlement Agreement.

### **12. What happens if the total of the Category A Claims exceeds \$4 million?**

If the total of the Category A Claims exceeds \$4 million, any excess funds after Category B Claims have been paid will go to fund Category A Claims. If there remains a shortfall in funds in respect of Category A Claims, then the available funds will be distributed to Category A Claims on a *pro rata* basis.

### **13. What happens if the total of the Category A Claims is less than \$4 million?**

If the total of the Category A Claims is less than \$4 million, the available funds will be distributed to top up any shortfall in funds in respect of Category B Claims, or, if there is no shortfall in Category B Claims, to fund Credit Services, if those services are available.

### **14. How do I submit a Category B Claim for Alternative Compensation?**

Class Members who do not request payment of their Out-of-Pocket Costs, recoverable Paid User services and Small Business services may request compensation for wasted time and inconvenience responding to one or more of the Data Breaches by submitting an Alternative Compensation Claim Form (either in paper form or on the Settlement Website) to the Claims Administrator accompanied by a declaration in respect of the time spent responding to one or more of the Data Breaches as detailed on the Alternative Compensation Claim Form.

The Claims Administrator will verify that each person who submits an Alternative Compensation Claim Form is a Class Member. The Claims Administrator will have the sole discretion and authority to determine whether and to what extent an Alternative Compensation Claim Form reflects wasted time and expense responding to one or more of the Data Breaches. To the extent the Claims Administrator determines a claim for Alternative Compensation is deficient, within 15 days of making the determination, the Claims Administrator will notify the Class Member of the deficiencies and give the Class Member 30 days to cure the deficiencies. The Claims Administrator will have the sole discretion and authority to determine whether the Class Member has cured the deficient claim such that it reflects valid losses actually incurred.

### **15. What benefits will I receive if I submit a Category B Claim for Alternative Compensation?**

Alternative Compensation Claims will be eligible to receive \$25 per hour for each hour spent responding to one or more of the Data Breaches, not to exceed \$125 for each Data Breach where the Class Member received a Notice of the Data Breach upon submission of a valid Alternative Compensation Claim Form (as determined by the Claims Administrator); provided, however, that the payment may be reduced as provided in section 6.2 of the Settlement Agreement.

### **16. What happens if the total of the Category B Claims exceeds the portion of the Net Settlement Fund allocated to Category B Claims?**

If the total of Category B Claims, excluding those who elect Credit Services (i.e., Category C Claims) exceeds the portion of the Net Settlement Fund allocated to Category B Claims, then Category C Claims will be treated as Category B Claims and the available funds will be distributed to Category B Claims on a *pro rata* basis.

### **17. What happens if the total of the Category B Claims is less than the portion of the Net Settlement Fund allocated to Category B Claims?**

If the total of Category B Claims, excluding those who elect Credit Services (i.e., Category C Claims), is less than the portion of the Net Settlement Fund allocated to Category B Claims, any excess funds will pay for Credit Services. In the event these excess funds are sufficient to purchase Credit Services, then Class Counsel will make reasonable efforts to purchase the best product available with

the funds available, with a goal of two years of Credit Services. If the surplus is insufficient to purchase Credit Services for Class Members who elect Credit Services, all Category C Claims will be treated as Category B Claims and paid accordingly, and Credit Services will not be purchased.

**18. How do I submit a Category C Claim for Credit Monitoring Services?**

Class Members who submit an Alternative Compensation Claim Form and who qualify for Alternative Compensation may elect to waive that compensation in favour of Credit Services, should there be a sufficient residue in the balance of the Net Settlement Fund to fund Credit Services. Credit Services for a term of up to two years have an estimated retail value of \$478.80 per Class Member.

Class Members who make this election must request Credit Monitoring Services by indicating this election on, and submitting, an Alternative Compensation Claim Form (either in paper form or on the Settlement Website) to the Claims Administrator as detailed on the Alternative Compensation Claim Form.

The Claims Administrator will verify that each person who submits an Alternative Compensation Claim Form electing Credit Services: (i) is a Class Member; and (ii) otherwise qualifies for Alternative Compensation. Ambiguities or deficiencies on the face of the Alternative Compensation Claim Form shall be resolved by the Claims Administrator. To the extent there is any ambiguity with respect to a Class Member's election for Credit Services, and the Claims Administrator cannot resolve the ambiguity, the ambiguous Claim Form shall default to a claim for Alternative Compensation. However, for either ambiguities or deficiencies, the Claims Administrator will first ask the Class Member to cure the ambiguity or deficiency, and in doing so, may use its discretion to determine the most efficient and effective means of communicating with the Class Member, whether by email, telephone, or mail. Disputes with respect to any Claim Form will be resolved by the Claims Administrator.

**19. What benefits will I receive if I submit a Category C Claim for Credit Monitoring Services?**

If the total of Category B Claims, excluding those who elect Credit Services (i.e., Category C Claims) is less than the portion of the Net Settlement Fund allocated to Category B Claims, any excess funds will pay for Credit Services. In the event these excess funds are sufficient to purchase Credit Services then Class Counsel will make reasonable efforts to purchase the best product available with the funds available, with a goal of two years of Credit Services. If the surplus is insufficient to purchase Credit Services for Class Members who elect Credit Services, all Category C Claims will be treated as Category B Claims and paid accordingly and Credit Services will not be purchased.

**20. What happens if some of the money from this Settlement is not claimed?**

Any money left in the Net Settlement Fund after these expenditures (i.e., the residue) will be allocated equally to all Class Members whose Claims were at least partially approved, excluding Claims submitted solely in respect of Paid User services and Business User services.

**21. When and how will I receive the benefits I claim from the Settlement?**

Payments for valid claims and Credit Monitoring Services will be made after the Claims Period closes and all claims are resolved. This process may take longer than one year. Please be patient.

Amounts for valid Out-of-Pocket Costs, Paid User Costs, Small Business User Costs and Alternative Compensation will be e- transferred by the Claims Administrator to the email address that you provide, or deposited by direct deposit to the bank account information that you provide on your Claim Form(s).

If you make a valid claim for Credit Monitoring Services, the Claims Administrator will send you information on how to activate your credit monitoring.

**22. What happens if my contact information changes after I submit a Claim?**

If, after you submit a Claim Form, you change your mailing address, email address, or banking information (if applicable), it is your responsibility to inform the Claims Administrator of your updated information. You may do so by contacting the Claims Administrator at [yahoclassaction@ricepoint.com](mailto:yahoclassaction@ricepoint.com) or 1-866-808-8075.

## CLAIMING YOUR BENEFITS

PROCEDURE		
I want to submit a <b>Category A Claim</b> for Out-of-Pocket Costs	You must make a claim in order to receive reimbursement for Out-of-Pocket Costs. For detailed information about how to submit a Claim for Out-of-Pocket Costs, see <b>Question 10</b> .	Deadline: December 27, 2024
I want to submit a <b>Category A Claim</b> for Paid User Costs	If you paid Yahoo for premium or advertisement-free email services, you must make a claim in order to receive reimbursement for a portion of those costs. For detailed information about how to submit a Claim for Paid User Costs, see <b>Question 10</b> .	Deadline: December 27, 2024
I want to submit a <b>Category A Claim</b> for Small Business User Costs	If you paid Yahoo or Aabaco for small business services, you must make a claim in order to receive reimbursement for a portion of those costs. For detailed information about how to submit a Claim for Small Business User Costs, see <b>Question 10</b> .	Deadline: December 27, 2024
I want to submit a <b>Category B Claim</b> for Alternative Compensation	You must make a claim in order to receive Alternative Compensation. For detailed information about how to submit a Claim for Alternative Compensation, see <b>Question 14</b> .	Deadline: December 27, 2024
I want to submit a <b>Category C Claim</b> for Credit Monitoring Services	You must make a claim in order to receive Credit Monitoring Services. For detailed information about how to submit a Claim for Credit Monitoring Services, see <b>Question 18</b> .	Deadline: December 27, 2024

### TIMELINE FOR RECEIVING BENEFITS

Please check the Settlement Website regularly at [www.yahooaction.com](http://www.yahooaction.com) for updates and news about when your Claims can be filed and processed.

### CONTACT INFORMATION

For copies of Settlement documents or further information on how to submit Claims for cash payments to the Claims Administrator, please visit [www.yahooaction.com](http://www.yahooaction.com) or call 1-866-808-8075.

For all other questions, please contact Class Counsel:

**Kateryna Galts**  
**Charney Lawyers PC**  
 151 Bloor St. W., Suite 602  
 Toronto, ON M5S 1S4  
 Tel.: (416) 964-7950  
 Email: [info@charneylawyers.com](mailto:info@charneylawyers.com)

**Please do not call the Defendants or the Courts about this action.**

### INTERPRETATION

This Notice has been approved by the Court and contains a summary of some of the terms of the proposed Settlement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the Settlement Agreement shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.