

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

*Moses v. The New York Times Company*, Case No. 1:20-cv-04658-RA

**IF YOU WERE AUTOMATICALLY BILLED FOR A NEW YORK  
TIMES SUBSCRIPTION AFTER JUNE 17, 2016, YOU MAY  
BENEFIT FROM A PROPOSED CLASS ACTION SETTLEMENT**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- A Proposed Settlement has been reached in a class action lawsuit against The New York Times Company (“Defendant” or “NYT”). The class action lawsuit alleges that NYT automatically renewed its customers’ digital, print, and standalone subscription offerings (the “NYT Subscriptions”) and charged customers’ payment methods without providing the disclosures and authorizations required by California law. NYT denies these claims. The Court has not ruled in favor of Plaintiff or NYT. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.
- The class is defined as all persons who, from June 17, 2016, to and through May 12, 2021, enrolled in an automatically renewing NYT Subscription directly through NYT using a California billing and/or delivery address, and who were charged and paid an automatic renewal fee(s) in connection with such subscription.
- Those included in the Settlement will be entitled to receive Automatic Access Code(s) for a free one-month digital NYT Subscription or, at their election, a *pro rata* (meaning proportional) cash payment from the Settlement Fund, which Class Counsel estimates to be \$5 based on expected claims rates.
- Class members wishing to receive cash must make an election to receive cash by submitting a valid Claim Form to the Settlement Administrator. Class members who neither submit a valid Claim Form nor exclude themselves from the Settlement will receive Automatic Access Codes for one month of free access to select NYT digital products and services that normally require a paid subscription, with no expectation or obligation to continue using the services beyond the free period. The type of NYT Subscription a particular class member is eligible to receive depends on whether his or her NYT Subscription was active or inactive as of May 12, 2021.
- Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>DO NOTHING</b></p>	<p>If you have an <b>active</b> NYT Subscription and do not submit a timely Claim Form electing to receive cash or exclude yourself from the Settlement, once the Settlement becomes Final, you will receive an Automatic Access Code for a free one-month NYT Digital Product Subscription (e.g., Cooking, Crosswords) to which you do not currently subscribe, with no expectation or obligation to continue using or paying the services beyond the free period. If you are entitled to receive <b>all</b> of NYT’s digital subscription offerings and do not submit a timely Claim Form electing to receive cash or exclude yourself from the Settlement, once the Settlement becomes Final, you will receive an Automatic Access Code for a free one-month NYT Basic Digital Access Subscription to be shared with friends or family, with no expectation or obligation to continue using or paying the services beyond the free period.</p> <p>If you have an <b>inactive</b> NYT Subscription and do nothing, you will automatically receive an Automatic Access Code for a free one-month NYT Basic Digital Access Subscription, with no expectation or obligation to continue using or paying the services beyond the free period.</p> <p>Alternatively, regardless of whether your NYT Subscription was active or inactive as of May 12, 2021, 2021, you may file a claim that will, if valid, entitle you to receive prorated cash payment(s) from the Settlement Fund in the form of a check, issued and mailed by the Settlement Administrator.</p>
<p><b>SUBMIT A CLAIM FORM BY JULY 24, 2021</b></p>	<p>To receive cash, you <b>must</b> make an election to receive cash by submitting a valid Claim Form to the Settlement Administrator by <b>July 24, 2021</b>.</p>
<p><b>EXCLUDE YOURSELF FROM THE CLASS BY JULY 24, 2021</b></p>	<p>You will receive no benefits, but you will retain any rights you currently have to sue NYT about the alleged claims in this case. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against NYT regarding the allegations in this case ever again.</p>
<p><b>OBJECT BY JULY 24, 2021</b></p>	<p>Write to the Court explaining why you don’t like the Settlement and think it shouldn’t be approved. Filing an objection does not exclude you from the Settlement.</p>

These rights and options-**and the deadlines to exercise them**-are explained in this Notice.

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

The Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Ronnie Abrams, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *Moses v. The New York Times Company*, Case No. 1:20-cv-04658-RA. The person who sued is called the Plaintiff. The Defendant is The New York Times Company.

### **2. What is a class action?**

In a class action, one or more people called class representatives (in this case, Maribel Moses) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

### **3. What is this lawsuit about?**

This lawsuit claims that NYT violated California law by automatically renewing its customers’ subscriptions and charging customers’ payment methods without first providing certain disclosures and obtaining the requisite authorizations. NYT denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that NYT did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiff or NYT should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

**The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of the Representative Plaintiff's claims or the defenses in the lawsuit. Both parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.**

## **WHO'S INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement Class?**

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All persons who from June 17, 2016, to and through May 12, 2021, enrolled in a NYT Subscription using a California billing address and/or delivery zip code with Defendant and whose payment methods were directly billed by NYT in connection with such subscription.

Questions? Call 1-833-636-2114 toll free, or visit [www.CARenewalSettlementNYT.com](http://www.CARenewalSettlementNYT.com)

## THE SETTLEMENT BENEFITS

### **6. What does the Settlement provide?**

**Monetary Relief:** A Settlement Fund has been created with a value of approximately \$5,563,000, consisting of \$1,650,000 in cash benefits and approximately \$3,913,000 in Automatic Access Codes. The Settlement Fund Class Member payments, as well as the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees, and an award to the Class Representative, will come out of this fund (*see* Question 12).

**Prospective Relief:** NYT has agreed to revise the presentation and wording of the automatic renewal terms on its checkout pages in its mobile and desktop platforms and in its direct mail offers to be consistent with the requirements of Cal. Bus. & Prof. Code § 17602(a)(1)-(2). NYT has further agreed to provide consumers who submit a new order for an automatically renewing subscription with an acknowledgment that includes the automatic renewal terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer, consistent with Bus. & Prof. Code § 17602(c).

A detailed description of the Settlement benefits can be found in the Settlement Agreement which can be found in the 'Documents' section of the website.

### **7. How can I get a payment from the Settlement?**

Once the Settlement becomes Final, each class member is eligible to receive an access code for free use of certain digital NYT subscriptions, or submit a valid claim and receive a *pro rata* cash payment from the Settlement Fund, which Class Counsel estimates to be \$5 based on expected claims rates.

If you do not submit a valid Claim Form by the claims deadline, and as long as you don't exclude yourself from the Settlement Class, you will receive an Automatic Access Code for free use of certain digital NYT subscriptions that normally require a paid subscription, with no expectation or obligation to continue using the services beyond the free period. If you have an **active** NYT Subscription and do nothing, you will receive an Automatic Access Code for a free one-month NYT Digital Product Subscription (*e.g.*, Cooking, Crosswords) to which you do not currently subscribe. If you are entitled to receive **all** of NYT's digital subscription offerings and do nothing, you will receive an Automatic Access Code for a free one-month NYT Basic Digital Access Subscription to be shared with friends or family. If you have an **inactive** NYT Subscription and do nothing, you will receive Automatic Access Code for a free one-month NYT Basic Digital Access Subscription.

If you wish to receive cash, you **must** make an election to receive cash by submitting a valid Claim Form to the Settlement Administrator by **July 24, 2021**. Claim Forms can be found and submitted on-line or you may have received a Claim Form in the mail as a postcard attached to a summary of this Notice.

To submit a Claim Form on-line or to request a paper copy, go to [www.CARenewalSettlementNYT.com](http://www.CARenewalSettlementNYT.com).

### **8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for **September 10, 2021**. If the Court approves the Settlement, eligible Class Members whose claims were approved by the

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Settlement Administrator will receive their payment after the Settlement has been finally approved and/or after any appeals process is complete. Class Members who do nothing will automatically receive their settlement benefits in the form of the free Automatic Access Code. Class members who submit valid Claims Forms by the by the claims deadline will receive their payment in the form of a check, and all checks will expire and become void 180 days after they are issued.

### **REMAINING IN THE SETTLEMENT**

#### **9. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue NYT and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against NYT are described in the Settlement Agreement. You will be “releasing” NYT and certain of its affiliates, employees and representatives as described in Section 3.2 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Documents” section of the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free, or you can talk to your own lawyer if you have questions about what this means.

#### **10. What happens if I do nothing at all?**

If you have an **active** NYT Subscription and do nothing, you will receive an Automatic Access Code for a free one-month NYT Digital Product Subscription (e.g., Cooking, Crosswords) to which you do not currently subscribe. If you are entitled to receive **all** of NYT’s digital subscription offerings, you will receive an Automatic Access Code for a free one-month NYT Basic Digital Access Subscription to be shared with friends or family. If you have an **inactive** NYT Subscription and do nothing, you will receive an Automatic Access Code for a free one-month NYT Basic Digital Access Subscription.

Automatic Access Codes will be issued in such a manner that they: (i) will not expire for at least 50 years ; (ii) will be freely transferrable, subject to reasonable measures to prevent fraud, duplicating, or counterfeiting of vouchers (including but not limited to requirements concerning printing and authentication, and use of serial numbers, UPC coding, specialized ink and/or paper, watermarks, and/or holograms, and/or physical delivery-all subject to specification by Defendant); (iii) will be redeemable exclusively online, for exclusively digital subscriptions; and (iv) will be redeemable in exchange for certain NYT subscriptions, including a free one-month NYT Digital Product Subscription (for class members with active NYT Subscriptions) and a free one-month NYT Basic Digital Access Subscription (for class members with inactive NYT Subscriptions). Automatic Access Codes may not be used to pay for an existing NYT Subscription.

Automatic Access Codes will be distributed to you after the deadline to appeal the Settlement Approval Order and Final Judgment has passed, assuming no appeal is filed.

### **THE LAWYERS REPRESENTING YOU**

#### **11. Do I have a lawyer in the case?**

The Court has appointed Bursor & Fisher, P.A to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation,

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that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**12. How will the lawyers be paid?**

Any Class Counsel attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than \$1,250,000.00; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representative may be paid up to \$5,000 from the Settlement Fund.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**13. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail or otherwise deliver a written request for exclusion stating that you want to be excluded from the *Moses v. The New York Times Company*, Case No. 1:20-cv-04658-RA Settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request postmarked no later than **July 24, 2021**, to:

CA Renewal Settlement NYT  
c/o JND Legal Administration  
PO Box 91409  
Seattle, WA 98111

**14. If I don't exclude myself, can I sue NYT for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue NYT for the claims being resolved by this Settlement.

**15. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive any settlement benefits.

**OBJECTING TO THE SETTLEMENT**

**16. How do I object to the Settlement?**

If you are a Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Moses v. The New York Times Company*, Case No. 1:20-cv-04658-RA and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting

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attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and NYT’s Counsel listed below.

Class Counsel will file with the Court and post on the website its request for attorneys' fees on or about **July 1, 2021**.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief and file the objection with the Court and mail a copy to these two different places postmarked no later than **July 24, 2021**. **IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

<b>Court</b>	<b>Plaintiff’s Counsel</b>	<b>NYT’s Counsel</b>
The Honorable Ronnie Abrams United States District Court for the Southern District of New York 40 Foley Square, Room 1506 New York, NY 10007	Frederick J. Klorczyk III Neal J. Deckant Bursor & Fisher, P.A. 888 Seventh Avenue New York, NY 10019	Sandra D. Hauser Natalie J. Spears Kristen C. Rodriguez Dentons US LLP 233 S. Wacker Drive, Suite 5900 Chicago, IL 60606

**17. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing **3:00 p.m. on September 10, 2021**, in Courtroom 1506 at the Thurgood Marshall Federal Courthouse, 40 Foley Square, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel’s request for attorneys’ fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any timely filed objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.CARenewalSettlementNYT.com](http://www.CARenewalSettlementNYT.com) or call toll free 1-833-636-2114. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

**20. May I speak at the hearing?**

Yes. So long as you timely filed an objection to the settlement, you may ask the Court for permission to speak at the Fairness Hearing, but do not have to. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Moses v. The New York Times Company*, Case No. 1:20-cv-04658-RA." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **July 24, 2021**, and be sent to the addresses listed in Question 16.

**GETTING MORE INFORMATION**

**21. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.CARenewalSettlementNYT.com](http://www.CARenewalSettlementNYT.com). You may also write with questions to CA Renewal Settlement NYT, c/o JND Legal Administration, PO Box 91409, Seattle, WA 98111. You can call the Settlement Administrator at 1-833-636-2114 if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website. Please do not telephone the Court to inquire about the Settlement or the claims process.