

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

Perkins v. The New York Times Company
Case No. 1:22-cv-05202-PKC

***The United States District Court for the Southern District of New York authorized this Notice.
You are not being sued. This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit concerning The New York Times Company (“Defendant” or “NYT”) and its practices regarding the automatic renewal of NYT digital, print, and ancillary subscription subscriptions.
- The lawsuit is called *Perkins v. The New York Times Company*, Case No. 1:22-cv-05202-PKC (S.D.N.Y.). The Defendant in the lawsuit is The New York Times Company. The lawsuit asserts claims that Defendant enrolled Plaintiff and other Class Members in automatic renewal newspaper subscriptions without providing or formatting certain disclosures as required under a North Carolina statute, N.C.G.S. § 75-41 (the “ARS”). NYT denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Members of the Class are those who are or were NYT digital, print, and ancillary subscription consumers who used a North Carolina billing and delivery zip code and were directly billed and automatically renewed by NYT from June 21, 2018, to and through June 2, 2023. The Class specifically excludes: (i) any Judge or Magistrate presiding over this Action and members of their families; (ii) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (iii) Persons who properly execute and file a timely request for exclusion from the class; and (iv) the legal representatives, successors or assigns of any excluded Persons.
- Class Members are eligible to receive a cash payment that will be a *pro rata* payment from the Settlement Fund after the payment of (i) any Fee Award to Class Counsel; (ii) any Incentive Award to the Class Representative, not to exceed \$10,000; and, (iii) Settlement Administration Expenses, as may be ordered by the Court. The Settlement Administrator will post additional information about the payment amount on www.NYTPerkinsNCSettlement.com. For complete details, please see the Settlement Agreement, whose terms control, available at www.NYTPerkinsNCSettlement.com
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	This is the only way you may receive a payment from the Settlement Fund. The deadline to submit a Claim Form is December 13, 2024 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. You may download an exclusion form at www.NYTPerkinsNCSettlement.com . The deadline to exclude from the Settlement is December 16, 2024 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is December 16, 2024 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on January 21, 2025 at 2:00 p.m.
DO NOTHING	You get no payment and you give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at www.NYTPerkinsNCSettlement.com
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge P. Kevin Castel of the United States District Court for the Southern District of New York is overseeing this class action. The case is called *Perkins v. The New York Times Company*, Case No. 1:22-cv-05202-PKC (S.D.N.Y.). (the “Action”).

Megan Perkins is the Plaintiff. The company she sued, The New York Times Company, is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Megan Perkins, sues on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Plaintiff claims that Defendant enrolled Plaintiff and other Class Members in automatic renewal newspaper subscriptions without providing or formatting certain disclosures as required under a North Carolina statute, N.C.G.S. § 75-41 (the “ARS”).

Defendant denies that it is or can be held liable for the claims made in the lawsuit. More information about the allegations in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the Settlement Website at www.NYTPerkinsNCSettlement.com

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Class Members will get compensation now rather than years later—if ever. The Class Representative and Class Counsel, attorneys for the Class Members, agree the Settlement is in the best interests of the Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO’S INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Class Member if you are or were NYT digital, print, and ancillary subscription consumers who used a North Carolina billing and delivery zip code and were directly billed and automatically renewed by NYT from June 21, 2018, to and through June 2, 2023. The Class specifically excludes: (i) any Judge or Magistrate presiding over this Action and members of their families; (ii) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (iii) Persons who properly execute and file a timely request for exclusion from the class; and (iv) the legal representatives, successors or assigns of any excluded Persons.

Eligible Class Members will have been e-mailed or mailed notice of their eligibility by the Settlement Administrator, and Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at (855) 665-5225 or by visiting the Settlement Website at www.NYTPerkinsNCSettlement.com.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under this Settlement, the maximum total amount Defendant may be required to pay is \$275,00.00. This Settlement provides eligible Class Members who submit a Claim Form with a cash payment that will be a *pro rata* payment from a \$275,000 Settlement Fund after the payment of (i) any Fee Award to Class Counsel; (ii) any Incentive Award to the Class Representative, not to exceed \$10,000; and, (iii) Settlement Administration Expenses, as may be ordered by the Court. The Settlement Administrator will post additional information about the payment amount on www.NYTPerkinsNCSettlement.com. For complete details, please see the Settlement Agreement, whose terms control, available at www.NYTPerkinsNCSettlement.com.

HOW TO GET BENEFITS

7. How do I make a Claim?

By submitting a valid claim form by on or before the claim deadline of **December 13, 2024**. If you are a Class Member, you can make a claim by filling out and submitting the claim form available at www.NYTPerkinsNCSettlement.com.

You can also contact the Settlement Administrator to request a paper claim form by telephone (1-855-665-5225), email (NYTPerkinsNCSettlement@noticeadministrator.com), or U.S. mail (NYT Automatic Renewal Settlement, c/o Analytics Consulting LLC, PO Box 2009, Chanhassen, MN 55317).

Claims will be subject to a verification process. You will need the Unique ID provided on the front of your postcard Notice (or the top of your email notice) to fill out a Claim Form. If you do not know your Unique ID, please contact the Settlement Administrator.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **January 21, 2025 at 2:00 p.m.** If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Class Members via written check unless a Class Member chooses to receive payment electronically. All checks will expire and become void 180 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed J. Hunter Bryson of the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC as “Class Counsel.”

Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. This lawyer and his firm are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid from the Settlement Fund. Class Counsel will not seek more than one-third (\$91,666.67) in attorneys’ fees costs, and expenses. Class Counsel will also request an Incentive Award of up to \$10,000 for the Class Representative. The Court will determine the proper amount of

QUESTIONS? CALL (855) 665-5225 OR VISIT www.NYTPerkinsNCSettlement.com

any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any Incentive Award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at www.NYTPerkinsNCSettlement.com. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

“Released Claims” means any and all causes of action or claims for relief, whether in law or equity, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys' fees and costs, and/or any other form of consideration whatsoever (including “Unknown Claims” as defined below), whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, that were brought or could have been brought in the Action relating to any and all Releasing Parties, any NYT Subscription associated with any of them, or that in any way relate to or arise out of Defendant's automatic renewal and/or continuous service programs in North Carolina from June 21, 2018 to date of entry of judgment in this action, including but not limited to any of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act related thereto.

The Settlement Agreement in Subsections 1.30, 1.31, and 1.32 describe the Release, Released Claims, Released Parties, and Releasing Parties in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.NYTPerkinsNCSettlement.com or in the public court records on file in this lawsuit.

The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Agreement is executed. The Released Claims shall also not include the right of Plaintiff, any Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded?

If you opt-out of the Settlement, you will not have any rights as a member of the Class under the Settlement terms; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in this lawsuit at your own expense.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must mail a letter or exclusion form stating: (1) the name of the proceeding, *Perkins v. The New York Times Company*, Case No. 1:22-cv-05202-PKC (S.D.N.Y.); (2) your full name; (3) your current address; (4) your personal signature; and (5) a clear statement of your intent to opt-out of or exclude yourself from the settlement. You must mail your exclusion request, postmarked no later than **December 16, 2024** to the following address:

NYT Automatic Renewal Settlement
c/o Analytics Consulting LLC
PO Box 2009
Chanhassen MN 55317-2009

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

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

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you did not exclude yourself from the Class and think that the Court should not approve the settlement, you can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court and the Settlement Administrator, at the mailing addresses listed below, postmarked by no later than the Objection Deadline, **December 16, 2024**:

Clerk of the Court	Settlement Administrator
Clerk of the Court Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007	NYT Automatic Renewal Settlement c/o Analytics Consulting LLC PO Box 2009 Chanhassen MN 55317-2009

You or your counsel shall also file any Objection with the Court through the Court's ECF system or by submitting your objection to the Clerk of Court, which is located at 500 Pearl Street, New York, NY 10007.

Your objection must be written and must include all of the following: (i) your full name and address; (ii) the case name and docket number, *Perkins v. The New York Times Company*, Case No. 1:22-cv-05202-PKC (S.D.N.Y.); (iii) information identifying yourself as a Class Member, including proof that you are a member of the Class (e.g., copy of your settlement notice or a statement explaining why you believe you are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable; (v) the identity of any and all counsel representing you in connection with your objection; (vi) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

For all objections mailed to the Settlement Administrator, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement, unless the Objection(s) were previously filed on the docket.

18. 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 case no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **January 21, 2025 at 2:00 p.m.** in Courtroom 11D of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY, 10007. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Incentive Award Payment to the Class Representative.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.NYTPerkinsNCSettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.NYTPerkinsNCSettlement.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT www.NYTPerkinsNCSettlement.com, BY CALLING TOLL-FREE AT (855) 665-5225 OR WRITING TO:

NYT Automatic Renewal Settlement
c/o Analytics Consulting LLC
PO Box 2009
Chanhassen MN 55317-2009
Email: NYTPerkinsNCSettlement@noticeadministrator.com

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.