

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Jordan v. WP Company LLC, Case No. 3:20-cv-05218-WHO (N.D. Cal.)

**IF YOU WERE A CALIFORNIA RESIDENT WHO ENROLLED IN AND WAS
AUTOMATICALLY BILLED FOR A WASHINGTON POST SUBSCRIPTION
AT ANY TIME BETWEEN JULY 29, 2016 AND APRIL 1, 2021, 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 Defendant WP Company LLC d/b/a *The Washington Post* (“Defendant” or “WaPo”). The class action lawsuit alleges that WaPo automatically renewed its customers’ annual and four-week digital subscription offerings (the “WaPo Subscriptions”) and charged customers’ payment methods without providing the disclosures and authorizations required by California law. WaPo denies these claims. The Court has not ruled in favor of Plaintiff or WaPo. 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 July 29, 2016, to and through April 1, 2021, enrolled in an automatically renewing digital WaPo Subscription using a California billing address and who, during that time period, were charged and paid one or more automatic renewal fee(s) in connection with such subscription.
- Those included in the Settlement will be entitled to receive an Automatic Account Credit Code for either four (4) or eight (8) weeks of a free Washington Post digital subscription (valued at \$10 and \$20, respectively), based on whether the class members’ most recent subscription renewed on a four-week or annual basis. If you were an active WaPo subscriber as of April 1, 2021, your Automatic Account Credit Code will provide free weeks of your then-current WaPo digital subscription. If you were an inactive WaPo subscriber as of that date, your Automatic Account Credit Code will provide free weeks of a WaPo premium digital subscription. Alternatively, class members are entitled to receive, at their election, a *pro rata* (meaning proportional) cash payment from the Settlement Fund, which Class Counsel estimates to be \$20 for annual subscribers and \$10 for four-week subscribers, based on expected claims rates.
- Class members wishing to receive cash instead of an Automatic Account Credit Code 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 an Automatic Account Credit Code for either four (4) or eight (8) weeks of free access to WaPo’s digital products and services that normally require a paid subscription. The Automatic Account Credit Code will be sent to the email address on file for your WaPo Subscription, can be redeemed online to receive your free weeks of a digital subscription, never expire, and are freely transferrable. If an active class member (as of April 1, 2021) whose WaPo Subscription was purchased on or through a third-party platform or service (the Apple App Store, the Google Play Store, or Amazon) is unable to redeem an Automatic Account Credit Code, WaPo may provide that active class member with substitute compensation of equal value.
- Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

Questions? Visit www.CANewspaperRenewalSettlement.com or call 1-888-691-3208

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	<p>If you had an active annual WaPo Subscription as of April 1, 2021 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 Account Credit Code for eight (8) free weeks of your then-current WaPo Subscription, valued at \$20.00.</p> <p>If you had an active four-week WaPo Subscription as of April 1, 2021 and do nothing, you will receive an Automatic Account Credit Code for four (4) free weeks of your then-current WaPo Subscription, valued at \$10.00.</p> <p>If you had an inactive WaPo Subscription as of April 1, 2021 and your most recent WaPo Subscription was annual, and you do nothing, you will receive an Automatic Account Credit Code for eight (8) weeks of a free Washington Post premium digital subscription, valued at \$20.00, with no expectation or obligation to continue using or paying the services beyond the free period.</p> <p>If you had an inactive WaPo Subscription as of April 1, 2021 and your most recent WaPo Subscription renewed every four weeks, and you do nothing, you will receive an Automatic Account Credit Code for four (4) weeks of a free Washington Post premium digital subscription, valued at \$10.00, with no expectation or obligation to continue using or paying the services beyond the free period.</p> <p>Alternatively, as described further below, regardless of whether your WaPo Subscription was active or inactive as of April 1, 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, instead of an Automatic Account Credit Code.</p>
SUBMIT A CLAIM FORM BY September 19, 2021	To receive cash instead of an Automatic Account Credit Code, you must make an election to receive cash by submitting a valid Claim Form to the Settlement Administrator by September 19, 2021.
EXCLUDE YOURSELF FROM THE CLASS BY September 19, 2021	You will receive no benefits, but you will retain any rights you currently have to sue WaPo 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 WaPo regarding the allegations in this case ever again.
OBJECT BY September 19, 2021	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.

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.***

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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 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 William H. Orrick, of the U.S. District Court for the Northern District of California, is overseeing this case. The case is called *Jorden v. WP Company LLC*, Case No. 3:20-cv-05218-WHO. The person who sued is called the Plaintiff. The Defendant is WP Company LLC, doing business as *The Washington Post*. This notice will also call the defendant “WaPo” for short.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Deborah Jordan) 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 WaPo violated California law by automatically renewing its customers’ subscriptions and charging customers’ payment methods without first providing certain disclosures and obtaining the requisite authorizations. WaPo denies the claims in the lawsuit and contends that it did nothing 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 WaPo 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 WaPo 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 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 July 29, 2016, to and through April 1, 2021, enrolled in a digital WaPo Subscription using a California billing address and who, during that time period, were charged and paid one or more automatic renewal fee(s) in connection with such subscription.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Settlement Fund has been created with a value of approximately \$6,762,480, consisting of \$2,400,000 in cash benefits and approximately \$4,362,480 in Automatic Account Credit 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: WaPo has agreed to provide automatic renewal terms on its checkout pages in a manner that is consistent with the requirements of Cal. Bus. & Prof. Code §§ 17600, *et seq.* Specifically, WaPo has agreed to present on the checkout page the automatic renewal offer terms (including by when a user must cancel) in a clear and conspicuous manner before the subscription or purchasing agreement and in visual proximity to the request for consent to the offer and obtain affirmative consent to the agreement containing the automatic renewal terms in a manner that complies with the ARL.

WaPo has further agreed to disclose, in a manner that complies with the ARL, how to cancel and by when in an acknowledgment email that can be retained by California consumers. WaPo has further agreed to provide California subscribers enrolled in an active annual WaPo Subscription (as of the execution of the Settlement Agreement) who have not yet renewed as of 60 days after the execution of the Settlement Agreement with a one-time additional acknowledgement email at least 30 days before their next renewal date that provides those subscribers with notice that their subscription will renew and includes a clear link to directions on how to cancel that subscription. WaPo also agreed to provide California subscribers enrolled in an active four-week WaPo Subscription (as of 30 days after the execution of the Settlement Agreement) who have not yet renewed as of 60 days after the execution of the Settlement Agreement with a one-time additional acknowledgement email at least 7 days before their next renewal date that provides those subscribers with notice that their subscription will renew and includes a clear link to directions on how to cancel that subscription.

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 Automatic Account Credit Code for free use of WaPo's digital subscriptions for four (4) or eight (8) weeks, or submit a valid claim and receive a *pro rata* cash payment from the Settlement Fund, which Class Counsel estimates to be \$20 for Annual Class Members and \$10 for Four-Week Class Members based on expected claims rates.

If you do not submit a valid Claim Form by the claims deadline, and if you don't exclude yourself from the Settlement Class, you will receive to the email address on file for your WaPo Subscription an Automatic Account Credit Code for free use of WaPo's digital services and products that normally require a paid subscription. If you had an **active annual** WaPo Subscription as of April 1, 2021 and do nothing, you will receive an Automatic Account Credit Code for eight (8) weeks of free subscription services of your then-current WaPo Subscription, valued at \$20.00. If you had an **active four-week** WaPo Subscription as of April 1, 2021 and do nothing, you will receive an Automatic Account Credit Code for four (4) weeks of free subscription services

of your then-current WaPo Subscription, valued at \$10.00. If you did not have an active subscription as of April 1, 2021, but your most recent subscription was an annual WaPo Subscription (**inactive annual**) and do nothing, you will receive an Automatic Account Credit Code for eight (8) weeks of a free Washington Post premium digital subscription, valued at \$20.00, with no expectation or obligation to continue using or paying the services beyond the free period. If you did not have an active WaPo Subscription as of April 1, 2021, but your most recent subscription was a four-week subscription (**inactive four-week**) and do nothing, you will receive an Automatic Account Credit Code for four (4) weeks of a free Washington Post premium digital subscription, valued at \$10.00, with no expectation or obligation to continue using or paying the services beyond the free period. No payment or billing information will be required for an inactive Class Member to use the Automatic Account Credit Code. The Automatic Account Credit Code will be sent to the email address on file for your WaPo Subscription, can be redeemed online to receive your free weeks of a digital subscription, will not expire, and may be freely transferred. If an active class member (as of April 1, 2021) whose WaPo Subscription was purchased on or through a third-party platform or service (the Apple App Store, the Google Play Store, or Amazon) is unable to redeem an Automatic Account Credit Code, WaPo may provide that active class member with substitute compensation of equal value.

If you wish to receive cash instead of an Automatic Account Credit Code, you **must** make an election to receive cash by submitting a valid Claim Form to the Settlement Administrator by **September 19, 2021**. Claim Forms can be found and submitted online, 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.CANewspaperRenewalSettlement.com.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **November 17, 2021**. If the Court approves the Settlement, eligible Class Members whose claims were approved by the 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 Account Credit Codes sent to the email address on file for their WaPo Subscriptions. 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 WaPo and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against WaPo are described in the Settlement Agreement. You will be “releasing” WaPo 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. 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.

Questions? Visit www.CANewspaperRenewalSettlement.com or call 1-888-691-3208

10. What happens if I do nothing at all?

If you had an **active annual** WaPo Subscription as of April 1, 2021 and you do nothing, you will receive an Automatic Account Credit Code for eight (8) weeks of free subscription services of your then-current WaPo Subscription, valued at \$20.00. If you had an **active four-week** WaPo Subscription as of April 1, 2021 and you do nothing, you will receive an Automatic Account Credit Code for four (4) weeks of free subscription services of your then-current WaPo Subscription, valued at \$10.00. If you did not have an active subscription as of April 1, 2021 and your most recent subscription was an annual WaPo Subscription (**inactive annual**), and you do nothing, you will receive an Automatic Account Credit Code for eight (8) weeks of a free Washington Post premium digital subscription, valued at \$20.00, with no expectation or obligation to continue using or paying the services beyond the free period. If you did not have an active subscription as of April 1, 2021 and your most recent subscription was a four-week WaPo Subscription (**inactive four-week**), and you do nothing, you will receive an Automatic Account Credit Code for four (4) weeks of a free Washington Post premium digital subscription, valued at \$10.00, with no expectation or obligation to continue using or paying the services beyond the free period. No payment or billing information will be required for an inactive Class Member to use the Automatic Account Credit Code. The Automatic Account Credit Code will be sent to the email address on file for your WaPo subscription, can be redeemed online to receive your free weeks of a digital subscription, will not expire, and may be freely transferred. If an active class member (as of April 1, 2021) whose WaPo Subscription was purchased on or through a third-party platform or service (the Apple App Store, the Google Play Store, or Amazon) is unable to redeem an Automatic Account Credit Code, WaPo may provide that active class member with substitute compensation of equal value.

Automatic Account Credit Codes will be issued so that they: (i) will not expire; (ii) will be freely transferrable, subject to reasonable measures to prevent fraud, duplicating, or counterfeiting of vouchers (including, but not limited to, requirements for 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 either four (4) or eight (8) weeks of a free digital WaPo Subscription (valued at \$10 and \$20, respectively), depending on whether your most recent WaPo Subscription renewed on a four-week or annual basis.

Automatic Account Credit 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, 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 \$2,000,000.00; 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 *Jordan v. WP Company LLC*, Case No. 3:20-cv-05218-WHO 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 **September 19, 2021**, to:

CA Newspaper Renewal Settlement
c/o JND Legal Administration
P.O. Box 11035
Seattle, WA 98111

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

No. Unless you exclude yourself, you give up any right to sue WaPo 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 *Jordan v. WP Company LLC*, Case No. 3:20-cv-05218-WHO 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 attorney has asked for or received payment in exchange for dismissing 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 WaPo’s Counsel listed below.

Class Counsel will file with the Court and post on the website its request for attorneys’ fees on or about **September 4, 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 **September 19, 2021**. **IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU MAY BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND MAY NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

Court	Plaintiff’s Counsel	WaPo’s Counsel
The Honorable William H. Orrick United States District Court Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102	Frederick J. Klorczyk III Neal J. Deckant Julia K. Venditti Bursor & Fisher, P.A. 1990 N. California Blvd., Suite 940 Walnut Creek, CA 94596	Jacob Sommer Zachary Lerner Alexei Klestoff ZwillGen PLLC 1900 M Street NW, Suite 250 Washington, DC 20036

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 **at 2:00 p.m. on November 17, 2021**, in Courtroom 2 at the San Francisco United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. 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.CANewspaperRenewalSettlement.com or call toll free 1-888-691-3208. 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 *Jordan v. WP Company LLC*, Case No. 3:20-cv-05218-WHO." 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 **September 19, 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.CANewspaperRenewalSettlement.com. You may also write with questions to CA Newspaper Renewal Settlement, c/o JND Legal Administration, P.O. Box 11035, Seattle, WA 98111. You can call the Settlement Administrator at 1-888-691-3208 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.