

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Winston v. Peacock TV LLC, Case No. 1:23-cv-08191-ALC

IF YOU WERE AUTOMATICALLY BILLED FOR A PEACOCK SUBSCRIPTION FROM SEPTEMBER 15, 2019, TO FEBRUARY 27, 2024, 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 Peacock TV LLC (“Defendant” or “Peacock”). The class action lawsuit alleges that Peacock automatically renewed its video streaming subscription offerings (the “Peacock Subscriptions”) and charged customers’ payment methods without providing the disclosures and authorizations required by California law.
- Peacock denies these claims. The Court has not ruled in favor of Plaintiff or Peacock. Instead, the Parties agreed to the Proposed Settlement to avoid the expense and risks of continuing the lawsuit. Peacock chose to settle this case, without admitting liability, to focus time, effort, and resources on continuing to provide valued content to its viewers, and not on additional legal fees and the uncertainty of litigation.
- The class is defined as all Persons who, from September 15, 2019, to and through February 27, 2024, enrolled in an automatically renewing Peacock Subscription directly through Peacock using a California billing address, and were charged and paid an automatic Renewal Fee(s) in connection with such subscription.
- Those included in the Settlement will be eligible to receive a pro rata (meaning proportional) cash payment from the Settlement Fund, which Class Counsel estimates to be approximately \$18.33.
- To receive a payment, you must submit a timely and complete Claim Form by mail or online, postmarked or submitted no later than November 13, 2024. You can submit the Claim Form online at CARenewalSettlementPeacockTV.com. Your payment will come by check or the payment method you choose (such as a digital MasterCard, PayPal, or Venmo).
- Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You won’t get a share of the settlement benefits and will give up your rights to sue the Defendant about the claims in this case.
SUBMIT A CLAIM FORM BY NOVEMBER 13, 2024	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no cash payment, but you will retain any rights you currently have to sue the Defendant about the claims in this case. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Defendant regarding the allegations in this case ever again.
OBJECT	Write to the Court explaining why you don’t like the Settlement. Filing an objection does not exclude you from the Settlement Class.
GO TO THE HEARING	Ask to speak in Court about your opinion of 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 Settlement 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.***

**QUESTIONS? CALL 1-888-546-2588 TOLL-FREE,
OR VISIT CARenewalSettlementPeacockTV.com.**

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the 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 Andrew L. Carter, Jr., of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC. The person who sued is called the Plaintiff. The Defendant is Peacock TV LLC.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Holly Winston) 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 Peacock violated California law by automatically renewing its customers’ subscriptions and charging customers’ payment methods without first providing certain disclosures and obtaining the requisite authorizations. Peacock denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate.

4. Why is there a Settlement?

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

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 everyone who fits the following description is a member of the **Settlement Class**:

All Persons who, from September 15, 2019, to and through February 27, 2024, enrolled in an automatically renewing Peacock Subscription using a California billing address with Defendant and whose payment methods were directly billed by Defendant in connection with such Peacock Subscription, and who were charged and paid Renewal Fees in connection with such subscription(s).

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Settlement Fund has been created totaling \$3,742,637.14. The Settlement 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.

Other Relief: Peacock has agreed to provide automatic renewal terms on its checkout pages in a manner that is consistent with the requirements of California’s Automatic Renewal Law (“ARL”), Cal. Bus. & Prof. Code §§ 17600, *et seq.* Specifically, Peacock agrees to present to California subscribers on the checkout page for any

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Peacock Subscription that will automatically renew the automatic renewal offer terms associated with such subscription (including cancellation policy) in a clear and conspicuous manner before the subscription or purchasing agreement and in visual proximity to the request for consent to the offer. Defendant will obtain affirmative consent to the agreement containing the automatic renewal terms in a manner that complies with the ARL. Peacock further agrees to disclose to subscribers with a California billing address, in a manner that substantially complies with the ARL, how to cancel in an acknowledgment email that is capable of being retained by consumers.

A detailed description of the settlement benefits can be found in the Settlement Agreement, which can be found on the “Documents” page of the website.

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

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a valid Claim Form by November 13, 2024.

To submit a Claim Form online or to request a paper copy, go to CARenewalSettlementPeacockTV.com.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **November 21, 2024, at 2:00 p.m. Eastern Time**. If the Court approves the Settlement, eligible Settlement 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. Settlement Class Members who submit valid Claim Forms by the Claims Deadline will receive their payment in the form of a check or an alternative method, such as a digital MasterCard, PayPal, or Venmo, 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 Settlement Class?

If the Settlement becomes Final, you will give up your right to sue Peacock and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against Peacock are described in the Settlement Agreement. You will be “releasing” Peacock 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 on the “Documents” page 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 do nothing, you won’t get any cash payment from this Settlement.

Even if you do nothing, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement, unless you exclude yourself.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

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

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12. How will the lawyers be paid?

Any 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 one third of the Settlement Fund, but 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 *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC 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 **November 13, 2024**, to:

Winston v. Peacock TV LLC
c/o Settlement Administrator
P.O. Box 2956
Portland, OR 97208-2956

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

No. Unless you exclude yourself, you give up any right to sue Peacock 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 Settlement 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 *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC, 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 Settlement 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 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 Peacock'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 22, 2024**.

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 20), you must say so in your letter or brief and file the objection with the Court and mail a copy to Class Counsel and Peacock's counsel. All of these mailings must be postmarked no later than **November 13, 2024**.

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 FINAL APPROVAL HEARING.

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Court	Class Counsel	Peacock's Counsel
The Honorable Andrew L. Carter, Jr. United States District Court for the Southern District of New York 40 Foley Square, Courtroom 1306 New York, NY 10007	Neal J. Deckant Julia K. Venditti Bursor & Fisher, P.A. 1990 N. California Blvd. Suite 940 Walnut Creek, CA 94596	Jacob Sommer Zachary Lerner Jeff Landis 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 Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement 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. Eastern Time on November 21, 2024**, in Courtroom 1306 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 Settlement 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 CARenewalSettlementPeacockTV.com or call toll-free 1-888-546-2588. 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 Final Approval Hearing, but do not have to. To do so, you must include in your letter or brief objecting to the Settlement a statement saying it is your "Notice of Intent to Appear in *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC." 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 **November 13, 2024**, 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 CARenewalSettlementPeacockTV.com. You may also write with questions to *Winston v. Peacock TV LLC* c/o Settlement Administrator, P.O. Box 2956 Portland, OR 97208-2956. You can call the Settlement Administrator at 1-888-546-2588 if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the Settlement Website. Please do not call the Court to inquire about the Settlement or the claims process.

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