

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

Krivin v. Penske Media Corporation, 25-cv-05803 (C.D. Cal.)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All subscribers to *Rolling Stone Magazine* living in the United States who purchased a so-called “lifetime” subscription. YOU MAY BE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT¹

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

- A Settlement has been reached in a class action that alleged that Penske Media Corporation (“PMC”) and/or its subsidiaries and affiliates breached their contracts for “lifetime” subscriptions to *Rolling Stone Magazine* and violated the California Consumers Legal Remedies Act when it switched subscribers from printed versions to a digital version of the magazine. PMC and its subsidiaries and affiliates deny all of the claims and deny any liability or wrongdoing.
- Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE
SUBMIT A CLAIM	<p>You <u>must</u> submit a claim (1) to resume receiving the printed edition of <i>Rolling Stone Magazine</i> and (2) for the opportunity to receive two years of access at no cost to RollingStone.com.</p> <p>*If, however, you are a Settlement Class member that <u>previously requested and are currently receiving the print edition</u> of <i>Rolling Stone Magazine</i>, you will continue to receive the print edition and you may also claim the two years of access to RollingStone.com.</p> <p>You can submit your claim by (1) sending an email to settlement@rollingstone.com; (2) calling 800-552-3632; or (3) responding via an online portal at www.Krivin-rs.com. You need only provide your name, mailing address, and e-mail address to opt-in.</p> <p>For more information see Questions 8–10 below.</p>	NO DEADLINE

¹ All capitalized terms in this Notice have the same meanings as defined in the Settlement Agreement, which can be viewed at www.RS-settlement.com.

Questions? Call 1- 800-552-3632 or visit www.RS-settlement.com

EXCLUDE YOURSELF FROM THE SETTLEMENT	You can choose to exclude yourself from the Settlement and receive no benefits. This is also called “opting out” and submitting an “opt-out request.” This is the only option that allows you to keep your right to sue PMC about the legal claims resolved by this Settlement. You can elect to hire your own legal counsel at your own expense. For more information see Question 11.	POSTMARKED NO LATER THAN: JUNE 26, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you do not like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Fairness Hearing. If you object, you may still claim benefits. For more information see Question 16.	POSTMARKED NO LATER THAN: JULY 11, 2026
DO NOTHING	Unless you exclude yourself from the Settlement, you are automatically part of the Settlement. If you do nothing, you will get no benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against PMC related to the legal claims resolved by this Settlement.	NO DEADLINE

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- This Notice summarizes the proposed Settlement. The terms of the Settlement are in the Settlement Agreement, which is available at www.RS-settlement.com or by contacting Class Counsel (whose contact information is listed in Question 14 below).

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE PROCESS TO SUBMIT A CLAIM FORM.

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement in 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 legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Questions? Call 1- 800-552-3632 or visit www.RS-settlement.com

Judge André Birotte Jr. of the United States District Court for the Central District of California is overseeing this case. The case is known as *Krivin v. Penske Media Corp.*, Case No. 25-cv-05803. The persons who sued, Moss Krivin, Eric Hueg, Kim Gallagher, and Beverly Penninger, are called the Plaintiffs. PMC is called the Defendant.

2. What is this lawsuit about?

Plaintiffs allege PMC, the parent company of Rolling Stone LLC, breached the contracts for “lifetime” subscriptions when lifetime subscribers began receiving a digital edition (E-Edition) of *Rolling Stone* Magazine instead of the print version. Plaintiffs also allege that PMC violated the California Consumers Legal Remedies Act on this same basis. PMC and its subsidiaries and affiliates deny all of Plaintiffs’ claims and deny all liability and any wrongdoing.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Class Representatives are Moss Krivin, Eric Hueg, Kim Gallagher, and Beverly Penninger, who are also the Plaintiffs. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial. The Class Representatives and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that PMC or its affiliates did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I’m included in the Settlement?

You are a member of the class if you are living in the United States and previously purchased a “lifetime” subscription to *Rolling Stone* Magazine. (You may have received a notice by postcard or email about the Settlement.)

Excluded from the Class are: PMC and its current officers, directors, employees, subsidiaries, and affiliates; all judges assigned to this case and any members of their immediate families; and the Parties’ counsel in this litigation.

6. What if I am not sure if I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may contact 800-552-3632 or settlement@rollingstone.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement, if approved by the Court, provides lifetime subscribers (i) the opportunity to continue to receive the printed edition of their *Rolling Stone* Magazine subscription for as long as printed editions of the magazine subscription continue to be published during their lifetime and

(ii) the opportunity to receive two years of access at no cost to RollingStone.com, so long as they continue to live in the United States.

If you are a Settlement Class member that previously requested and are currently receiving the print edition of *Rolling Stone* Magazine, you will continue to receive the print edition and you may also claim the two years of access to RollingStone.com.

HOW TO OPT IN TO THE SETTLEMENT

8. How do I receive the Settlement benefits?

You may request the Settlement benefits one of three ways: by (1) sending an email to settlement@rollingstone.com; (2) calling 800-552-3632; or (3) responding via an online portal at www.Krivin-rs.com. You only need to provide your name, mailing address, and e-mail address to opt-in.

9. When will I receive my benefits?

If you claim print editions of *Rolling Stone* Magazine, then PMC will cause regular delivery of *Rolling Stone* Magazine to commence within six to twelve weeks after receipt of the Settlement Class Member's approved claim submission. If you claim the two-year subscription to RollingStone.com, then PMC will provide access at no cost to RollingStone.com within fourteen days of receiving an approved claim submission.

10. What am I giving up if I opt in to the Settlement?

If the Settlement becomes Final, you will give up your right to sue PMC for the claims being resolved by this Settlement. The specific claims you are giving up against PMC are described in Section 5.2 of the Settlement Agreement. You will be "releasing" PMC and all related people or entities as described in Section 1.23 of the Settlement Agreement. The Settlement Agreement is available at www.RS-settlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the benefits provided by this Settlement but you want to keep the right to sue PMC about the issues in this case, then you must take steps to exit the Settlement Class. This is called excluding yourself from—or is sometimes referred to as "opting out" of—the Settlement Class.

11. How do I exclude myself from the Settlement?

You may exclude yourself by mailing an Opt-Out Request to Defense Counsel, address listed below, by June 26, 2026. To be valid, the Opt-Out Request must (i) be signed; (ii) state the full name, current address, email address, and telephone number of the person requesting exclusion; and (iii) contain a statement that the person requests to be excluded from the Settlement Class.

Defense Counsel's address is: DTO Law, William A. Delgado, 915 Wilshire Blvd., Suite 1950, Los Angeles, CA 90017.

12. If I exclude myself, can I benefit from this Settlement?

Questions? Call 1- 800-552-3632 or visit www.RS-settlement.com

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

13. If I do not exclude myself, can I sue PMC for the same thing later?

No. Unless you exclude yourself, you give up any right to sue PMC and all related people or entities as described in Section 1.23 of the Settlement Agreement for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed lawyers from the following law firms as “Class Counsel”: Chimicles Schwartz Kriner & Donaldson-Smith LLP, One Haverford Centre, 361 West Lancaster Avenue, Haverford, PA 19041, and Miller Shah LLP, 8730 Wilshire Blvd., Suite 400, Los Angeles, CA 90211.

You do not need to hire your own lawyer, as Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in court if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys’ fees not to exceed \$525,000, inclusive of all fees, expenses, and costs, for the time, expense, and effort they spent investigating the facts, litigating the case, and negotiating the Settlement.

The Class Representatives will also apply to the Court for a payment of up to \$2,500 each, as well as printed back issues of *Rolling Stone* Magazine, for their time, effort, and service in this matter.

Class Counsel’s motion for an Award of Attorneys’ Fees and Costs will describe the factors that support their request, and it will be posted on the Settlement Website, www.RS-settlement.com, after it is filed with the Court.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and do not request to be excluded, then you can object to the Settlement or any part of it, including Class Counsel’s request for Attorneys’ Fees and Costs Award. The Court will consider all timely comments from Class Members. As a Settlement Class Member, you will be bound by the Court’s final decision regarding the approval of this Settlement.

You are **not** required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To do so, you must file a written objection in this case, *Krivin v. Penske Media Corporation*, 25-cv-05803 (C.D. Cal.).

Your objection must include all of the following:

- Your full name, address, telephone number, and email address;
- The full name, address, telephone number, and email address of your counsel or lawyer, if any;
- A written statement of all grounds for the objection accompanied by legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A statement of whether you intend to appear at the Fairness Hearing, individually and/or through counsel; and
- Your signature or the signature of your counsel or lawyer.

Your objection must be filed with the Court. In addition, you must serve a written copy of your objection by mail and email to both Class Counsel and Defense Counsel by July 11, 2026.

If you retain counsel in connection with the objection, after serving your objection, you shall promptly notify counsel for the respective Parties.

Class Counsel	Defense Counsel
Timothy N. Mathews Chimicles Schwartz Kriner & Donaldson-Smith LLP One Haverford Centre 361 West Lancaster Avenue Haverford, PA 19041 TNM@chimicles.com	DTO Law William A. Delgado 915 Wilshire Blvd., Suite 1950 Los Angeles, CA 90017 wdelgado@dtolaw.com

17. What is the difference between objecting and asking to be excluded from the Class (opting out)?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not 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 FAIRNESS HEARING

Questions? Call 1- 800-552-3632 or visit www.RS-settlement.com

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

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

The Court will hold a Fairness Hearing at 10:00 am, on August 7, 2026, at the United States District Court for the Central District of California located at First Street Courthouse, 350 West First Street, Courtroom 7B, Los Angeles, CA 90012. The hearing may be moved to a different date or time, or be held telephonically or via other remote means, without additional notice, so it is a good idea to check www.RS-settlement.com for any updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of Attorneys' Fees and Costs as well as the request for service awards for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you or they are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and submitted it according to the instructions provided in Question 16, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required, and submit the objection to both Class Counsel and Defense Counsel, as explained in Question 16.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, then you will not receive any benefits under the Settlement and you will be bound by the Settlement, if the Court approves it, and release the claims described under Section 5 of the Settlement Agreement.

22. No further notices.

You will not receive further notices concerning approval of this proposed Settlement Agreement. Updates regarding this case will be available on the Settlement Website, www.RS-settlement.com.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.RS-settlement.com. You may also contact Class Counsel if you have any questions.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**