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16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 MOSS KRIVIN, et al., individually and
19 on behalf of all others similarly situated,

20 Plaintiffs,

21 v.

22 PENSKE MEDIA CORPORATION,
23

24 Defendant.
25
26
27
28

Case No. 2:25-cv-05803-AB (PVCx)

**NOTICE OF PARTIES' JOINT
MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Motion Hearing: August 7, 2026
10:00 a.m.

Hon. André Birotte, Jr.

1 **TO THE COURT AND ALL PARTIES OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 7, 2026, at 10:00 a.m., in Courtroom 7B
3 of this Court, located at 350 W. First Street, Los Angeles, CA 90012, before the Honorable
4 André Birotte Jr. presiding, Plaintiffs, Moss Krivin, Eric Hueg, Kim Gallagher and Beverly
5 Penninger (“Plaintiffs”), on behalf of themselves and all others similarly situated, and
6 Defendant, Penske Media Corporation (“PMC”), will, and hereby do, move this Court,
7 pursuant to Federal Rule of Civil Procedure 23, to grant Final Approval of the Class Action
8 Settlement, making final the Court’s preliminary findings (ECF No. 36), and to enter the
9 [Proposed] Final Approval Order and Judgment.

10 This Motion is based upon the accompanying Plaintiffs’ Memorandum of Points and
11 Authorities in support of Joint Motion For Final Approval of Class Action Settlement;
12 Declaration of Timothy N. Mathews, Esq.; the Declaration of David Roberson re:
13 Implementation of Notice Plan; the Declaration of William A. Delgado; the Settlement
14 Agreement and its exhibits (ECF No. 31-3); and all other papers and proceedings herein.
15 The parties’ agreed-upon form of the [Proposed] Final Approval Order and Judgment is
16 filed herewith.

17
18 Dated: June 11, 2026

Respectfully submitted,

19 By: /s/ William A. Delgado

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8 *Counsel for Plaintiffs and the Class*

9 **ATTESTATION PURSUANT TO CIVIL L.R. 5-4.3.4(a)(2)**

10 The filer attests that the signatories listed above, on whose behalf the filing is also
11 submitted, are registered CM/ECF filers and concur in the filing's content and has
12 authorized the filing.

13
14 Dated: June 11, 2026

15 */s/ Kolin C. Tang*
16 Kolin C. Tang
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Case No. 2:25-cv-05803-AB (PVCx)

**PLAINTIFFS' MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF JOINT MOTION
FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Motion Hearing: August 7, 2026
10:00 a.m.

Hon. André Birotte, Jr.

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- I. Introduction..... 1
- II. Summary of the Action and Settlement Negotiations 1
- III. Settlement Terms 2
 - A. The Settlement Class Definition 2
 - B. Settlement Benefits..... 3
 - C. Claims Process 3
 - D. Notice to the Class..... 4
 - E. Settlement Class Release..... 5
 - F. Settlement Class Members Ability to Opt-Out or Object 5
 - G. Attorneys’ Fees, Costs, and Expenses 5
 - H. Proposed Class Representative Service Awards..... 5
- IV. The Court Should grant Final Certification of the Settlement Class..... 6
 - A. The Requirements of Rule 23(a) Are Satisfied 6
 - 1. The Class is Sufficiently Numerous and Ascertainable..... 6
 - 2. There Are Common Questions of Law and Fact 6
 - 3. Plaintiffs’ Claims Are Typical of the Class 7
 - 4. Plaintiffs and Class Counsel Will Fairly and Adequately Protect the Interests of the Class 7
 - B. The Settlement Class Meets the Requirements of Rule 23(b)(3) 8
 - C. The Notice Program Meets the Requirements of Rule 23 and Due Process 9
- V. The Court Should Grant Final Approval of the Settlement..... 10
 - A. The Settlement Satisfies the Rule 23(e)(2) and *Churchill* Factors 11
 - 1. The Class Representatives and Class Counsel Have Adequately Represented the Class 11
 - 2. The Proposed Settlement is the Product of Arm’s-Length Negotiations Among Experienced Counsel 12

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. The Relief Under the Settlement is Adequate.....12

 a. The Settlement Accounts for the Costs, Risks,
 and Delay of Trial And Appeals 13

 b. The Settlement Provides for an Effective Method
 of Processing Claims and Distributing Relief to
 the Settlement Class Members 14

 c. The Terms of the Proposed Award of
 Attorneys’ Fees Are Reasonable..... 15

4. The Settlement Treats All Class Members Equitably 17

VI. Conclusion 17

TABLE OF AUTHORITIES

CASES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Alvarez v. Sirius XM Radio Inc.,
2020 U.S. Dist. LEXIS 235043 (C.D. Cal. July 15, 2020)..... 14

Amchem Prods., Inc. v. Windsor,
521 U.S. 591 (1997)..... 8

Amgen Inc. v. Conn. Retirement Plans & Trust Funds,
568 U.S. 455 (2013)..... 8

Ballew v. Huuuge, Inc.,
2025 U.S. Dist. LEXIS 8922 (C.D. Cal. Jan. 15, 2025)..... 12

Barr v. SelectBlinds LLC,
2024 U.S. Dist. LEXIS 39068 (C.D. Cal. Mar. 4, 2024)..... 17

In re Bluetooth Headset Prods. Liab. Litig.,
654 F.3d 935 (9th Cir. 2011) 11

Brightk Consulting Inc. v. BMW of N. Am., LLC,
2023 U.S. Dist. LEXIS 168723 (C.D. Cal. Sep. 12, 2023) 16

Briseño v. Henderson,
998 F.3d 1014 (9th Cir. 2021) 15

Campbell v. Facebook, Inc.,
951 F.3d 1106 (9th Cir. 2020) 10

Chalian v. CVS Pharmacy, Inc.,
2021 U.S. Dist. LEXIS 274593 (C.D. Cal. July 16, 2021)..... 16

Churchill Vill., L.L.C. v. GE,
361 F.3d 566 (9th Cir. 2004) 10, 11, 12, 13

Collado v. Toyota Motor Sales, U.S.A., Inc.,
2011 U.S. Dist. LEXIS 133572 (C.D. Cal. Oct. 17, 2011) 12

Davis v. Clients on Demand, LLC,
2025 U.S. Dist. LEXIS 216490 (C.D. Cal. Sep. 2, 2025) 9

Eisen v. Carlisle & Jacquelin,
417 U.S. 156 (1974)..... 9

1 *In re GEICO Gen. Ins. Co.*,
 2 2022 U.S. Dist. LEXIS 134404 (N.D. Cal. July 28, 2022) 6, 8

3 *Hang v. Old Dominion Freight Line, Inc.*,
 4 2024 U.S. Dist. LEXIS 87809 (C.D. Cal. May 14, 2024)..... 13

5 *Hashemi v. Bosley, Inc.*,
 6 2022 U.S. Dist. LEXIS 119454 (C.D. Cal. Feb. 22, 2022) 12

7 *Hellyer v. Smile Brands Inc.*,
 8 2024 U.S. Dist. LEXIS 8099 (C.D. Cal. Jan. 16, 2024)..... 16

9 *Hung V. Vu, D.D.S. v. I Care Credit,*
 10 LLC, 2022 U.S. Dist. LEXIS 201639 (C.D. Cal. Nov. 4, 2022)..... 11

11 *Jerry Beeman & Pharmacy Servs. v. TDI Managed Care Servs.*,
 12 2016 U.S. Dist. LEXIS 197191 (C.D. Cal. Nov. 9, 2016) 6

13 *Lopez v. NLP, LLC*,
 14 2025 U.S. Dist. LEXIS 270892 (C.D. Cal. Dec. 4, 2025)..... 6, 16, 17

15 *Martin v. Toyota Motor Credit Corp.*,
 16 2022 U.S. Dist. LEXIS 154677 (C.D. Cal. July 13, 2022)..... 6

17 *McCaleb v. DT Credit Co., LLC*,
 18 2015 U.S. Dist. LEXIS 68540 (C.D. Cal. May 26, 2015)..... 13

19 *McKinney-Drobnis v. Oreshack*,
 20 16 F.4th 594 (9th Cir. 2021) 15

21 *Mullane v. Cent. Hanover Bank & Tr. Co.*,
 22 339 U.S. 306 (1950)..... 9

23 *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*,
 24 330 F.R.D. 11 (E.D.N.Y. 2019)..... 10

25 *Phillips Petroleum Co. v. Shutts*,
 26 472 U.S. 797 (1985)..... 8

27 *Plaintiffs v. Hyundai Motor Co. Defendants*,
 28 2022 U.S. Dist. LEXIS 215046 (C.D. Cal. Oct. 20, 2022) 11, 14

Plaintiffs’ Consumer Class v. Hyundai Motor Co.,
 2026 U.S. App. LEXIS 425 (9th Cir. Jan. 8, 2026)..... 11

1 *Rampley v. Bear Valley Cmty. Healthcare Dist.*,
 2023 U.S. Dist. LEXIS 245293 (C.D. Cal. Oct. 19, 2023) 13

2

3 *Rodriguez v. West Publishing Corp.*,
 563 F.3d 948 (9th Cir. 2009) 13, 17

4

5 *Ruffulo v. Farmers Ins. Exch.*,
 2026 U.S. Dist. LEXIS 4732 (C.D. Cal. Jan. 5, 2026)..... 7

6

7 *Scurlock v. Syneos Health United States, Inc.*,
 2025 U.S. Dist. LEXIS 216076 (C.D. Cal. Apr. 7, 2025)..... 8

8

9 *Slaven v. BP Am., Inc.*,
 190 F.R.D. 649 (C.D. Cal. 2000)..... 6

10

11 *Smith v. Apple, Inc.*,
 2025 U.S. Dist. LEXIS 83589 (N.D. Cal. May 1, 2025)..... 15

12

13 *In re Stable Rd. Acquisition Corp. Sec. Litig.*,
 2024 U.S. Dist. LEXIS 237260 (C.D. Cal. Apr. 23, 2024)..... 13

14

15 *Torres v. Pet Extreme*,
 2015 U.S. Dist. LEXIS 5136 (E.D. Cal. Jan. 14, 2015)..... 14

16

17 *Wahl v. Yahoo! Inc.*,
 2018 U.S. Dist. LEXIS 195287 (N.D. Cal. Nov. 15, 2018)..... 11

18

19 *Wal-Mart Stores, Inc. v. Dukes*,
 564 U.S. 338 (2011)..... 6

20

21 *Washburn v. Porsche Cars N. Am., Inc.*,
 2025 U.S. Dist. LEXIS 65093 (W.D. Wash. Apr. 4, 2025) 13

22

23 *Zubia v. Shamrock Foods Co.*,
 2017 U.S. Dist. LEXIS 223446 (C.D. Cal. Dec. 21, 2017)..... 7, 8

24 **STATUTES**

25 28 U.S.C. § 1715 4

26 Cal. Civ. Code § 1750, *et seq.*..... 2

27 **OTHER AUTHORITIES**

28 Fed. R. Civ. P. 23 *et seq.*..... *passim*

1 **I. Introduction**

2 On April 27, 2026, the Court granted preliminary approval of a nationwide class
3 action Settlement of this Action; approved the dissemination of notice to Settlement Class
4 Members; and preliminarily certified the Settlement Class, among other things. ECF No.
5 36.^{1, 2} Notice having been disseminated to the Settlement Class, the Parties now seek final
6 approval of the Settlement pursuant to Rule 23 and final certification of the Settlement
7 Class. Plaintiffs respectfully submit this memorandum of law in support of the parties’ joint
8 motion for final approval.

9 The proposed Settlement provides excellent, nearly full relief to Settlement Class
10 Members. Plaintiffs allege that Defendant, Penske Media Corporation (“PMC”), wrongfully
11 discontinued delivery of *Rolling Stone* Magazine in or around June 2024 to persons who
12 purchased “lifetime” subscriptions in the early 2000s.³ Under the Settlement, PMC will
13 resume delivery of *Rolling Stone* Magazine to any Settlement Class Member who requests
14 it and will continue doing so for the remainder of that person’s lifetime so long as the
15 magazine continues to be published. In addition, Settlement Class Members may obtain two
16 years of free access to RollingStone.com, a separate subscription-based digital platform.
17 This exceptional result was achieved through vigorous arm’s-length negotiations and
18 mediation before Judge Sundvold (Ret.), a highly experienced and respected JAMS
19 mediator.

20 **II. Summary of the Action and Settlement Negotiations**

21 In the early 2000s, Rolling Stone promoted a “Lifetime Subscription deal” for \$99.
22 ECF No. 1 (“Compl.”) ¶ 15. For example, advertisements placed inside the magazine stated,
23 “THE LONGER YOU LIVE, THE MORE YOU SCREW US OVER.” *Id.*

24 ¹ Unless otherwise stated or defined, all capitalized terms used herein have the definitions
25 provided in the Class Action Settlement Agreement (“SA ¶” or “Settlement”), ECF No. 31-
26 3.

27 ² Plaintiffs’ request for approval of PMC’s payment of attorneys’ fees, litigation costs and
28 expenses, and service awards is addressed in a separately filed motion. The parties have
nonetheless submitted a single proposed Order covering both motions.

³ PMC has denied the allegations and liability.

1 For approximately 20 years, Rolling Stone honored its obligation to send print copies
2 of the magazine to lifetime subscribers. *Id.* ¶ 16. In May 2024, however, PMC announced
3 that it would no longer deliver printed copies of the magazine to its lifetime subscribers but
4 instead would provide them only an “e-Edition” of the magazine, akin to a PDF of the
5 magazine.⁴ *Id.* ¶¶ 18, 24, 25.

6 Plaintiffs attempted to resolve the claims prior to filing this action through a pre-suit
7 notice of claims and demand for relief and subsequent communications with PMC’s in-
8 house counsel, but they were not successful. Declaration of Timothy N. Mathews, filed
9 concurrently herewith (“Mathews Decl.”), ¶ 6.

10 Plaintiffs filed the Complaint on June 25, 2025, asserting nationwide claims against
11 PMC for breach of contract and violations of the Consumers Legal Remedies Act
12 (“CLRA”), Cal. Civ. Code § 1750, *et seq.* Mathews Decl. ¶ 8. After filing the Complaint,
13 Plaintiffs and Defense Counsel also engaged in direct discussions regarding a potential
14 resolution, but those did not result in a settlement. *Id.* ¶ 9. Accordingly, the parties agreed
15 to mediate with the assistance of Judge Sundvold. *Id.* ¶ 11.

16 The parties exchanged information and submitted confidential mediation briefs to
17 Judge Sundvold prior to the mediation. *Id.* ¶¶ 13–14. Then, on November 24, 2025, the
18 parties participated in a full-day mediation with Judge Sundvold. *Id.* ¶ 16. During the
19 mediation, the parties first agreed on all the terms of relief to Settlement Class Members
20 and notice parameters before they began discussing or negotiating attorneys’ fees and costs
21 or Class Representative Service Awards. *Id.* ¶¶ 16, 19. Ultimately, the parties reached
22 agreement on these latter terms pursuant to a mediator’s proposal at the conclusion of the
23 mediation. *Id.* ¶ 19. Subsequently, the parties negotiated and drafted the Agreement and its
24 exhibits. *Id.* ¶ 23. The Settlement was fully executed on February 24, 2026. *Id.*

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28 ⁴ The e-Edition is *not* a subscription to RollingStone.com, which is an entirely separate
subscription service. Compl. ¶ 25.

1 **III. Settlement Terms**

2 **A. The Settlement Class Definition**

3 The Settlement Class includes “all subscribers to *Rolling Stone* Magazine living in
4 the United States who purchased a so-called ‘lifetime’ subscription.” SA ¶¶ 1.31, 1.32.
5 Excluded from the Class are: PMC and its current officers, directors, employees,
6 subsidiaries, and affiliates; all judges assigned to this case and any members of their
7 immediate families; and the parties’ counsel in this litigation. SA ¶ 1.31.

8 The Settlement Class includes approximately 15,450 members. SA ¶ 3.7.

9 **B. Settlement Benefits**

10 Under the Settlement, Settlement Class Members may elect to receive one or both of
11 the following:

12 First, Settlement Class Members can elect to resume receiving the print edition of
13 *Rolling Stone* Magazine for as long as printed editions continue to be published during their
14 lifetime. SA ¶ 3.1.

15 Second, Settlement Class Members can elect to receive two years of free access to
16 RollingStone.com (so long as RollingStone.com is still being published). SA ¶ 3.1.
17 RollingStone.com is a subscription-based news media platform; it is a separate and distinct
18 service with differing content from the print version of *Rolling Stone* Magazine and the
19 *Rolling Stone* Magazine E-Edition. SA ¶ 1.25.⁵

20 **C. Claims Process**

21 Accessing the Settlement benefits is simple. Settlement Class Members can receive
22 either or both benefits by (1) sending an email to settlement@rollingstone.com; (2) calling
23 800-552-3632; or (3) submitting a request via an online portal at www.Krivin-rs.com, which
24 is also on the Settlement Website. SA ¶ 3.11; <https://subscribe.rollingstone.com/krivin-rs>.
25 Class Members need only provide their name, email address, and mailing address to opt-in.

26 _____
27 ⁵ The Settlement also provides that if *Rolling Stone* Magazine is no longer published in
28 print, but the e-Edition continues to be published, then Settlement Class Members will
continue to receive the *Rolling Stone* Magazine e-Edition for their lifetimes or until the e-
Edition ceases to be published. SA ¶ 3.4.

1 *Id.* There is no documentation requirement, and there is no deadline by which Class
2 Members must submit their request to receive Settlement benefits; they may do so at any
3 time. SA ¶ 3.12. As of June 8, 2026, PMC has received 575 claim submissions. Declaration
4 of David Roberson re: Implementation of Notice Plan (“Roberson Decl.”), filed
5 concurrently herewith, ¶ 11.

6 **D. Notice to the Class**

7 The Court preliminarily approved PMC as the Settlement Administrator with the
8 assistance of CDS Global, which is a subscription management and order fulfillment
9 company. SA ¶¶ 1.8, 3.5; ECF No. 36 ¶¶ 14–15.

10 PMC issued direct Short Form Notices to Settlement Class Members in two mediums.
11 First, PMC mailed 15,698 postcard Short Form Notices to class members at their last-known
12 subscription address, as updated through the USPS’s National Change of Address database.
13 SA ¶ 3.7 & Exs. 1-2; Roberson Decl. ¶ 7. Second, PMC emailed 11,708 Short Form Notices
14 to Settlement Class Member’s last known email reflected in PMC’s records. SA ¶ 3.7;
15 Roberson Decl. ¶ 8.

16 Two versions of the Short Form Notice were used, which are Exhibits 1 and 2 to the
17 Settlement, based on Class Member status. Exhibit 1 was sent to Class Members who were
18 not currently receiving the print edition of Rolling Stone at the time of issuance, while
19 Exhibit 2 was sent to those who had already requested and were then receiving the print
20 edition. SA ¶ 3.7; Roberson Decl. ¶¶ 7–8. Each distribution (mail and email) consisted of a
21 mix of these two versions, and Class Members with both valid mailing and email addresses
22 could receive notice through both channels. *See id.*

23 In compliance with the Class Action Fairness Act, 28 U.S.C. § 1715, PMC provided
24 notice of the Settlement to the Attorney General of the United States and the Attorneys
25 General of each state in which a known Settlement Class Member resides. Roberson Decl.
26 ¶ 4.

1 **E. Settlement Class Release**

2 The class-wide release under the Settlement is fair and appropriately tailored to the
3 claims against the Released Parties that were or could have been asserted relating to lifetime
4 subscriptions to *Rolling Stone* Magazine. SA ¶ 5.2.

5 **F. Settlement Class Members Ability to Opt-Out or Object**

6 The Settlement allows Settlement Class Members to: (a) opt-out or exclude
7 themselves from the Settlement Class and Settlement, or (b) object to the Settlement or
8 Class Counsel’s motion for Attorneys’ Fees and Costs Award. SA ¶¶ 3.13–3.15, 4.2–4.3.
9 These procedures and deadlines are set forth in detail and summary form in the Short Form
10 Notice and Long Form Notice (SA Exs. 1-3) and also appear on the Settlement Website. SA
11 ¶ 4.3; <https://subscribe.rollingstone.com/subscription-settlement/faq>. Plaintiffs’ papers in
12 support of final approval of the Settlement, including this brief and the brief in support of
13 Plaintiffs’ motion for attorneys’ fees and costs award, will be put on the Settlement Website
14 immediately after their filing.

15 Although the deadline for objections and exclusions has not yet passed, to date no
16 Class Member has served an objection or requested exclusion. Roberson Decl. ¶¶ 12–13;
17 Declaration of William A. Delgado (“Delgado Decl.”), filed concurrently herewith, ¶¶ 3–4.
18 Plaintiffs will provide a further update when they file their reply brief after the deadlines
19 for objections and exclusions have passed.

20 **G. Attorneys’ Fees, Costs, and Expenses**

21 As discussed in Plaintiffs’ concurrently filed fee petition, in addition to and without
22 reducing any of the other Settlement benefits, PMC also agreed to pay Attorneys’ Fees and
23 Costs Award of \$525,000, subject to Court approval. SA ¶ 6.1. The Settlement is not
24 conditioned upon an award of attorneys’ fees, costs, expenses, or Service Awards. SA ¶ 1.14.

25 **H. Proposed Class Representative Service Awards**

26 As also discussed in Plaintiffs’ fee petition, each of the four Plaintiffs has been a
27 dedicated and active participant on behalf of the Settlement Class. Mathews Decl. ¶ 51. The
28 Settlement would not have been possible without their efforts. In view of these efforts, PMC

1 has also agreed to pay \$2,500 Service Awards to each of the Class Representatives and to
2 provide the back issues they did not receive. SA ¶ 7.1.

3 **IV. The Court Should Grant Final Certification of the Settlement Class.**

4 The Court has preliminarily certified the Settlement Class pursuant to Rules 23(a)
5 and (b)(3). ECF No. 36. It now merits final certification for purposes of settlement under
6 Rule 23.

7 **A. The Requirements of Rule 23(a) Are Satisfied.**

8 **1. The Class is Sufficiently Numerous and Ascertainable.**

9 Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is
10 impracticable.” Classes of more than 40 members are sufficiently numerous. *E.g., Slaven v.*
11 *BP Am., Inc.*, 190 F.R.D. 649, 654 (C.D. Cal. 2000). Here, records indicate that there are
12 approximately 15,450 Settlement Class Members. SA ¶ 3.7. Numerosity is satisfied.
13 Further, the class is objectively defined and ascertainable. *See, e.g., Jerry Beeman &*
14 *Pharmacy Servs. v. TDI Managed Care Servs.*, 2016 U.S. Dist. LEXIS 197191, at *27 (C.D.
15 Cal. Nov. 9, 2016) (quoting *Hofstetter v. Chase Home Finance, LLC*, 2011 U.S. Dist. LEXIS
16 38124, at *34 (N.D. Cal. Mar. 31, 2011)) (ascertainability satisfied based on defendant’s
17 business records).

18 **2. There Are Common Questions of Law and Fact.**

19 Rule 23(a)(2) requires that there are “questions of law or fact common to the class.”
20 “The existence of shared legal issues with divergent factual predicates is sufficient, as is a
21 common core of salient facts coupled with disparate legal remedies within the class.” *Lopez*,
22 2025 U.S. Dist. LEXIS 270892, at *12–13. “Even a single question of law or fact common
23 to the members of the class will satisfy the commonality requirement.” *Wal-Mart Stores,*
24 *Inc. v. Dukes*, 564 U.S. 338, 359 (2011).

25 Here, common questions include whether PMC entered into lifetime subscription
26 contracts with Settlement Class Members; whether PMC breached those agreements; and
27 whether PMC’s representation that the e-Edition satisfied its obligations violated the CLRA.
28 Answering these questions would generate common answers “apt to drive the resolution of

1 the litigation” for the Settlement Class as a whole. *Id.* at 350; *see also In re GEICO Gen.*
2 *Ins. Co.*, 2022 U.S. Dist. LEXIS 134404, at *13 (N.D. Cal. July 28, 2022) (finding
3 commonality satisfied for a breach of contract claim); *Martin v. Toyota Motor Credit Corp.*,
4 2022 U.S. Dist. LEXIS 154677, at *15 (C.D. Cal. July 13, 2022) (similar). Commonality is
5 satisfied.

6 **3. Plaintiffs’ Claims Are Typical of the Class.**

7 Rule 23(a)(3) requires that “the claims or defenses of the representative parties [be]
8 typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). Typicality is satisfied
9 where the representatives’ claims are “reasonably co-extensive” with those of absent class
10 members and arise from the same course of conduct. *Ruffulo v. Farmers Ins. Exch.*, 2026
11 U.S. Dist. LEXIS 4732, at *17 (C.D. Cal. Jan. 5, 2026) (quoting *Hanlon v. Chrysler Corp.*,
12 150 F.3d 1011, 1020 (9th Cir. 1998)). Here, the Class Representatives’ claims arise from the
13 same conduct underlying the claims of all Settlement Class Members—PMC’s decision to
14 stop mailing *Rolling Stone* Magazine to lifetime subscribers—and are based on the same
15 legal theories. *See id.* at *17–18 (finding typicality satisfied where plaintiffs’ claims arose
16 from the same nucleus of facts and were based on the same legal theories). Accordingly,
17 Rule 23(a)(3) is satisfied.

18 **4. Plaintiffs and Class Counsel Will Fairly and Adequately Protect the** 19 **Interests of the Class.**

20 Rule 23(a)(4) requires that the representative parties “fairly and adequately protect
21 the interests of the class.” Adequacy is satisfied where the class representatives and counsel
22 have no conflicts with absent class members and have vigorously prosecuted the action on
23 the class’s behalf. *E.g., Zubia v. Shamrock Foods Co.*, 2017 U.S. Dist. LEXIS 223446, at
24 *22–23 (C.D. Cal. Dec. 21, 2017).

25 The Court preliminary appointed Class Counsel for purposes of settlement and
26 appointed the Class Representatives. ECF No. 36. There are no conflicts of interest between
27 the Class Representatives or Class Counsel and the Settlement Class Members. Mathews
28 Decl. ¶ 51. Moreover, Class Counsel are experienced class action litigators who have

1 vigorously prosecuted this case and achieved an excellent result for the Settlement Class.
2 The adequacy requirement is met.

3 **B. The Settlement Class Meets the Requirements of Rule 23(b)(3).**

4 In addition to the Rule 23(a) requirements, a class must meet the predominance and
5 superiority requirements of Rule 23(b)(3). Rule 23(b)(3) requires that “questions of law or
6 fact common to class members predominate over any questions affecting only individual
7 members, and that a class action is superior to other available methods for fairly and
8 efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). In the settlement context,
9 the Court need not consider whether trial would present manageability concerns because
10 “there will be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

11 Predominance is satisfied because the core issues in this case are common to the
12 Settlement Class, including the terms under which PMC sold lifetime subscriptions and
13 whether PMC breached those agreements by discontinuing print delivery. These common
14 questions drive the litigation and predominate over any individualized issues. *See Amgen*
15 *Inc. v. Conn. Retirement Plans & Trust Funds*, 568 U.S. 455, 469 (2013); *Zubia*, 2017 U.S.
16 Dist. LEXIS 223446, at *24; *In re GEICO Gen. Ins. Co.*, 2022 U.S. Dist. LEXIS 134404,
17 at *16–17 (N.D. Cal. July 28, 2022) (“[C]ommon questions of contract interpretation and
18 application raised by Plaintiffs’ claims predominate over individualized issues.”).

19 The proposed Settlement Class also satisfies Rule 23(b)(3)’s superiority requirement,
20 which asks whether “a class action is superior to other available methods for fairly and
21 efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3)(A)–(C). Here, because
22 individual Class Members’ claims are small, separate actions would be economically
23 impractical, inefficient, and unnecessarily burdensome on judicial resources. *See Zubia*,
24 2017 U.S. Dist. LEXIS 223446, at *25–26 (“[C]lass actions are not only preferable, but
25 realistically the only economically feasible course of recovery where there are multiple
26 claims for relatively small sums against the same defendant.”); *Scurlock v. Syneos Health*
27 *United States, Inc.*, 2025 U.S. Dist. LEXIS 216076, at *22 (C.D. Cal. Apr. 7, 2025).

28

1 **C. The Notice Program Meets the Requirements of Rule 23 and Due Process.**

2 To protect the rights of absent Settlement Class Members, the Court must ensure the
3 best practicable notice has been provided. *See* Fed. R. Civ. P. 23(e)(1)(B); *Phillips*
4 *Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12 (1985). The best practicable notice is that
5 which is “reasonably calculated, under all the circumstances, to apprise interested parties of
6 the pendency of the action and afford them an opportunity to present their objections.”
7 *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). For Rule 23(b)(3)
8 classes, “the court must direct to class members the best notice that is practicable under the
9 circumstances, including individual notice to all members who can be identified through
10 reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The Rule provides that “notice may be by
11 one or more of the following: United States mail, electronic means, or other appropriate
12 means.” *Id.*

13 Here, notice was provided through direct mail and email to all Class Members for
14 whom PMC possessed contact information, as well as through publication of the Settlement
15 Website. SA ¶¶ 3.7–3.10; Mathews Decl. ¶ 27; Roberson Decl. ¶¶ 5–9. Given that
16 Settlement Class Members subscribed to mailed print editions of *Rolling Stone* Magazine,
17 the combination of mailed and emailed notice was reasonably calculated to reach the
18 Settlement Class and constituted the best notice practicable under the circumstances. *See,*
19 *e.g., Davis v. Clients on Demand, LLC*, 2025 U.S. Dist. LEXIS 216490, at *5–6 (C.D. Cal.
20 Sep. 2, 2025) (“Because class members signed up for Clients on Demand’s eight-week
21 program online, the use of email addresses provided by Defendants’ clients as the primary
22 contact, and addresses provided by clients as the secondary contact, is well-suited to reach
23 a majority of class members.”).

24 Therefore, the notice provided the best notice practical under the circumstances,
25 giving Settlement Class Members a full and fair opportunity to consider the terms of the
26 Settlement and make a fully informed decision as to whether to participate, object, or opt-
27 out. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974) (noting that individual notice
28

1 is preferred where addresses of class members can be ascertained through reasonable effort).
2 The Class Notice fulfilled the requirements of due process and those under Rule 23(c)(2).

3 **V. The Court Should Grant Final Approval of the Settlement.**

4 The Ninth Circuit applies a “strong judicial policy that favors settlements, particularly
5 where complex class action litigation is concerned.” *Campbell v. Facebook, Inc.*, 951 F.3d
6 1106, 1121 (9th Cir. 2020) (cleaned up).

7 For purposes of determining whether a proposed class action settlement is fair,
8 reasonable, and adequate, Rule 23(e)(2) directs the Court to consider whether “the class
9 representatives and class counsel have adequately represented the class”; “the proposal was
10 negotiated at arm’s length”; “the relief provided for the class is adequate”; and “the proposal
11 treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2). These Rule
12 23(e)(2) factors “focus ... on the core concerns of procedure and substance that should guide
13 the decision whether to approve the proposal,” but do not displace other factors courts have
14 traditionally applied to assess proposed class settlements. Fed. R. Civ. P. 23(e)(2) (advisory
15 committee’s note to 2018 amendment) (hereinafter “2018 Ad. Comm. Notes”). The Ninth
16 Circuit’s “*Churchill*” factors include:

17 [1] the strength of the plaintiffs’ case; [2] the risk, expense, complexity, and
18 likely duration of further litigation; [3] the risk of maintaining class action
19 status throughout the trial; [4] the amount offered in settlement; [5] the extent
20 of discovery completed and the stage of the proceedings; [6] the experience
21 and views of counsel; [7] the presence of a governmental participant; and [8]
the reaction of the class members to the proposed settlement.⁶

22 *Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 575 (9th Cir. 2004). Application of the Rule
23 23(e)(2) and the *Churchill* factors, which overlap to an extent, demonstrate that the
24 settlement here is fair, reasonable, and adequate and in the best interests of the class.

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28 _____
⁶ *Churchill* factor 7 is neutral here because there are no governmental participants.

1 **A. The Settlement Satisfies the Rule 23(e)(2) and *Churchill* Factors.**

2 **1. The Class Representatives and Class Counsel Have Adequately**
3 **Represented the Class.**

4 Rule 23(e)(2)(A) focuses on whether the class representatives and class counsel
5 adequately represented the class. *See In re Payment Card Interchange Fee & Merch. Disc.*
6 *Antitrust Litig.*, 330 F.R.D. 11, 29 (E.D.N.Y. 2019) (quoting Fed. R. Civ. P. 23 advisory
7 committee’s note to 2018 amendment) (“Paragraphs (A) and (B) constitute the ‘procedural’
8 analysis factors, and examine ‘the conduct of the litigation and of the negotiations leading
9 up to the proposed settlement.’”). The fifth and sixth *Churchill* factors are also relevant
10 here: “the extent of discovery completed and the stage of the proceedings” and “the
11 experience and views of counsel.” Importantly, “[f]ormal discovery is not required before
12 class-action parties can make an informed decision about settlement.” *Plaintiffs’ Consumer*
13 *Class v. Hyundai Motor Co.*, 2026 U.S. App. LEXIS 425, at *6–7 (9th Cir. Jan. 8, 2026).

14 That standard is satisfied here. Before reaching the Settlement, Class Counsel
15 conducted an extensive investigation into the claims, including reviewing early-2000s
16 lifetime subscription advertisements located through the Internet Archive, communications
17 sent by PMC to Plaintiffs and putative Class Members, PMC’s Answer, and other relevant
18 documents, as well as preparing mediation briefing. Mathews Decl. ¶¶ 5–10, 15, 13. Courts
19 routinely find such investigation sufficient to support an informed settlement decision even
20 absent extensive formal discovery. *See Wahl v. Yahoo! Inc.*, 2018 U.S. Dist. LEXIS 195287,
21 at *13 (N.D. Cal. Nov. 15, 2018); *Hung V. Vu, D.D.S. v. I Care Credit, LLC*, 2022 U.S.
22 Dist. LEXIS 201639, at *22 (C.D. Cal. Nov. 4, 2022). Based on this investigation and their
23 extensive experience litigating consumer class actions, Class Counsel had a thorough
24 understanding of the strengths and risks of the case and negotiated outstanding relief for the
25 Settlement Class. Mathews Decl. ¶ 22. Plaintiffs also actively participated in both the
26 litigation and settlement proceedings of this case. *See id.* ¶ 51.

1 **2. The Proposed Settlement is the Product of Arm’s-Length**
2 **Negotiations Among Experienced Counsel.**

3 Rule 23(e)(2)(B) asks whether the proposal was negotiated at arm’s length and “in a
4 manner that would protect and further the class interests.” 2018 Adv. Comm. Notes. The
5 “presence of a neutral mediator [is] a factor weighing in favor of a finding of non-
6 collusiveness.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir.
7 2011).

8 Here, the Settlement was reached only after months of negotiations between
9 experienced counsel and an all-day mediation before Judge Sundvold, a highly respected
10 and experienced JAMS mediator. Mathews Decl. ¶¶ 16, 20–21. Courts routinely find such
11 circumstances indicative of arm’s-length, non-collusive negotiations. *See Hashemi v.*
12 *Bosley, Inc.*, 2022 U.S. Dist. LEXIS 119454, at *16 (C.D. Cal. Feb. 22, 2022) (finding
13 arm’s-length negotiations where the parties “negotiated the Settlement over several months
14 prior to mediation and ultimately reached a final agreement only after arms-length
15 negotiations before [the] mediator”); *Ballew v. Huuuge, Inc.*, 2025 U.S. Dist. LEXIS 8922,
16 at *34 (C.D. Cal. Jan. 15, 2025).

17 **3. The Relief Under the Settlement is Adequate.**

18 Rule 23(e)(2)(C) instructs the Court to consider “whether the relief provided for the
19 class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii)
20 the effectiveness of any proposed method of distributing relief to the class, including the
21 method of processing class-member claims; and (iii) the terms of any proposed award of
22 attorney’s fees, including timing of payment.”⁷

23 The adequacy of the relief also overlaps with the eighth *Churchill* factor, which
24 considers the reaction of the class members to the proposed settlement. 361 F.3d at 575. As
25 noted above, although the deadlines have not passed, to date no Settlement Class Member
26 has served an objection to the Settlement or requested to be excluded. Roberson Decl. ¶ 12–
27 13; Delgado Decl. ¶¶ 3–4; *see also Collado v. Toyota Motor Sales, U.S.A., Inc.*, 2011 U.S.

28 _____
⁷ Here, there are no additional agreements to be identified under Rule 23(e)(3).

1 Dist. LEXIS 133572, at *6 (C.D. Cal. Oct. 17, 2011) (citation omitted) (“[T]he absence of
2 a large number of objections to a proposed class action settlement indicates that the terms
3 of a proposed class settlement action are reasonably favorable to the class members.”).

4 Here, the Settlement provides nearly full relief for the Class. It is an excellent
5 outcome, especially considering the costs, risks, and delays that would occur absent
6 settlement. The claims process is fair and straightforward, and the terms of the proposed
7 attorneys’ fees are fair and reasonable.

8 **a. The Settlement Accounts for the Costs, Risks, and Delay of**
9 **Trial and Appeals.**

10 Rule 23(e)(C)(i) requires the Court to evaluate the adequacy of the relief in light of
11 the costs, risks, and delay of trial and appeal. This subsection encompasses four of the
12 *Churchill* factors: [1] the strength of the plaintiffs’ case; [2] the risk, expense, complexity,
13 and likely duration of further litigation; [3] the risk of maintaining class action status
14 throughout the trial; and [4] the amount offered in settlement. *See In re Stable Rd.*
15 *Acquisition Corp. Sec. Litig.*, 2024 U.S. Dist. LEXIS 237260, at *20 n.6 (C.D. Cal. Apr. 23,
16 2024). The “test of a settlement is not the maximum amount that the plaintiffs might have
17 recovered, but, rather, whether the settlement is within a reasonable range” considering “the
18 likelihood of a plaintiffs’ or defense verdict, the potential recovery, and the chances of
19 obtaining it, discounted to present value.” *Hang v. Old Dominion Freight Line, Inc.*, 2024
20 U.S. Dist. LEXIS 87809, at *12 (C.D. Cal. May 14, 2024) (quoting *Rodriguez v. West*
21 *Publishing Corp.*, 563 F.3d 948, 965–66 (9th Cir. 2009)).

22 Here, although Plaintiffs believe their claims are strong, continued litigation would
23 have involved significant risks, expense, and delay. *See, e.g., Rampley v. Bear Valley Cmty.*
24 *Healthcare Dist.*, 2023 U.S. Dist. LEXIS 245293, at *16 (C.D. Cal. Oct. 19, 2023) (“In most
25 situations, unless the settlement is clearly inadequate, its acceptance and approval are
26 preferable to lengthy and expensive litigation with uncertain results.”) (citation omitted). To
27 prevail, Plaintiffs would need to obtain nationwide class certification on their breach of
28 contract claim or the CLRA claim, then survive motions for summary judgment, and then

1 prevail at trial and any subsequent appeal. PMC would have contested liability at every step
2 and fought hard against class certification. *See, e.g., Washburn v. Porsche Cars N. Am., Inc.*,
3 2025 U.S. Dist. LEXIS 65093, at *18 (W.D. Wash. Apr. 4, 2025). Even if Plaintiffs
4 succeeded at every stage, continued litigation would have taken years. By contrast, the
5 proposed settlement provides valuable, certain, and prompt relief, including restoration of
6 print subscriptions and digital access benefits, without the uncertainty and delay of
7 continued litigation. *McCaleb v. DT Credit Co., LLC*, 2015 U.S. Dist. LEXIS 68540, at *15
8 (C.D. Cal. May 26, 2015) (quoting *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D.
9 431, 446 (E.D. Cal. 2013)).

10 **b. The Settlement Provides for an Effective Method of**
11 **Processing Claims and Distributing Relief to the Settlement**
12 **Class Members.**

13 Rule 23(e)(2)(C)(ii) directs courts to consider the effectiveness of the proposed
14 method for distributing relief and processing claims. Courts should ensure that the claims
15 process facilitates legitimate claims and is not unduly burdensome. *See* 2018 Adv. Comm.
16 Notes.

17 Submitting a claim here is extremely easy. Settlement Class Members need only
18 contact PMC via its dedicated email address, dedicated telephone number, *or* respond
19 through an online portal or Settlement Website and provide their name, email address, and
20 mailing address. SA ¶ 3.11. There is no documentation requirement and no deadline for
21 submitting claims. SA ¶ 3.12; *see, e.g., Alvarez v. Sirius XM Radio Inc.*, 2020 U.S. Dist.
22 LEXIS 235043, at *16 (C.D. Cal. July 15, 2020) (approving claims process where inactive
23 lifetime subscribers to Sirius radio were required to log on to the settlement website and
24 submit a claim for re-activation of their lifetime subscription).

25 Additionally, PMC will provide Class Counsel with reports on notice and claims
26 activity. SA ¶ 3.17; *see also Torres v. Pet Extreme*, 2015 U.S. Dist. LEXIS 5136, at *15
27 (E.D. Cal. Jan. 14, 2015) (granting final approval where “[d]efendant has agreed to self-
28 administer the settlement and claims process increasing the funds available to the class

1 members”); *Plaintiffs v. Hyundai Motor Co. Defendants*, 2022 U.S. Dist. LEXIS 215046,
2 at *31 (C.D. Cal. Oct. 20, 2022) (granting preliminary approval where one defendant
3 “elect[ed] to self-administer the Settlement”).

4 **c. The Terms of the Proposed Award of Attorneys’ Fees Are**
5 **Reasonable.**

6 Rule 23(e)(C)(iii) further instructs the Court to consider whether the relief is adequate
7 considering the proposed fee award and timing of payment. Under the Settlement, Class
8 Counsel will seek up to \$525,000 in attorneys’ fees and litigation expenses. SA ¶ 6.1. As
9 explained in detail in the concurrently filed fee petition, this amount represents less than a
10 1.06 multiple of Class Counsel’s current lodestar, which is well within the range of
11 reasonableness in the Ninth Circuit, and Class Counsel will continue expending time and
12 resources into, e.g., the claims process, reply briefing, and attending the final approval
13 hearing. *Smith v. Apple, Inc.*, 2025 U.S. Dist. LEXIS 83589, at *24 (N.D. Cal. May 1, 2025).

14 Moreover, the Court should also consider whether there was any collusion between
15 class counsel and defendant. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935,
16 947 (9th Cir. 2011). In evaluating this issue, the Ninth Circuit has identified three “subtle
17 signs” of potential collusion: (1) whether class counsel receive a disproportionate share of
18 the settlement relative to the class; (2) the existence of a “clear-sailing” provision under
19 which the defendant agrees not to challenge the fee request; and (3) whether the agreement
20 contains a “kicker” or reversionary clause returning unawarded fees to the defendant rather
21 than the class. *McKinney-Drobnis v. Oreshack*, 16 F.4th 594, 607–08 (9th Cir. 2021).

22 As discussed more fully in the concurrently filed fee petition, Class Counsel’s
23 requested \$525,000 fee is modest in relation to the substantial relief obtained for the
24 Settlement Class. There are approximately 15,450 Settlement Class Members, each of
25 whom is entitled to receive: (1) print copies of *Rolling Stone* Magazine, which currently
26 costs \$59.88 per year, for their lifetime as long as it continues to be published, and (2) two
27 years of free access to RollingStone.com, which currently costs \$95.88 per year. Mathews
28 Decl. ¶ 17. Even assuming just three years of magazine delivery plus the two years of online

1 access, the total value of the Settlement likely exceeds \$5.7 million. *See id.* The requested
2 fee therefore represents less than 10% of that value and confirms that Class Counsel are not
3 receiving a disproportionate share of the recovery. *Cf. Briseño v. Henderson*, 998 F.3d 1014,
4 1026 (9th Cir. 2021) (collusion possible where attorneys received \$7 million and the class
5 received less than \$1 million).

6 Nor does the structure of the agreement raise any concern. This is not a common-
7 fund settlement: the requested fee is paid separately by PMC and does not diminish the
8 benefits available to the Class. *See, e.g., Brightk Consulting Inc. v. BMW of N. Am., LLC*,
9 2023 U.S. Dist. LEXIS 168723, at *22–23 (C.D. Cal. Sep. 12, 2023) (“Because the
10 Settlement Agreement does not use a common fund, the fee award will not reduce the
11 benefits to the Class, which, in conjunction with the reasonableness of the fees sought,
12 mitigates collusion concerns.”). Although the agreement includes a clear-sailing provision
13 and, in effect, a reversion of any unawarded fees, courts approve such provisions where, as
14 here, there is no disproportionate allocation of benefits and the settlement otherwise reflects
15 arm’s-length negotiations. *See Lopez v. NLP, LLC*, 2025 U.S. Dist. LEXIS 270892, at *37
16 (C.D. Cal. Dec. 4, 2025) (approving settlement even though there was a “clear sailing
17 provision” because the settlement had no other signs of collusion and the settlement did not
18 depend on the amount or timing of attorneys’ fees).

19 Finally, the record confirms that the fee was negotiated only after all material class
20 relief was agreed upon and was ultimately set through a mediator’s proposal following a
21 full-day mediation before an experienced neutral. This sequencing further dispels any
22 concern that Class Counsel traded class benefits for fees. *See, e.g., Hellyer v. Smile Brands*
23 *Inc.*, 2024 U.S. Dist. LEXIS 8099, at *6–7 (C.D. Cal. Jan. 16, 2024) (“There is no fraud or
24 collusion underlying this Settlement, and it was reached as a result of extensive arm’s-
25 length negotiations, occurring over the course of several months and mediation with a
26 respected mediator.”).

27 In short, there is no basis to conclude that Class Counsel obtained a disproportionate
28 recovery or that the settlement was the product of collusion.

1 **4. The Settlement Treats All Class Members Equitably.**

2 Rule 23(e)(2)(D) requires courts to evaluate whether the settlement treats class
3 members equitably relative to one another. That requirement is satisfied here because all
4 Settlement Class Members are eligible for the same relief: restoration of print delivery of
5 *Rolling Stone* Magazine and two years of free access to RollingStone.com. SA ¶ 3.1; see
6 *Chalian v. CVS Pharmacy, Inc.*, 2021 U.S. Dist. LEXIS 274593, at *74 (C.D. Cal. July 16,
7 2021) (“The Settlement does not give preferential treatment to any subset of the class.”).

8 Moreover, as explained in the concurrently filed fee petition, the Service Awards are
9 reasonable. Service awards “are fairly typical in class action cases” and “are intended to
10 compensate class representatives for work done on behalf of the class, to make up for
11 financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize
12 their willingness to act as a private attorney general.” *Rodriguez v. W. Publ’g Corp.*, 563
13 F.3d 948, 958–59 (9th Cir. 2009). Here, Class Counsel seeks a modest \$2,500 award for
14 each Class Representative, plus physical copies of back issues not previously delivered, in
15 recognition of their active participation on behalf of the Settlement Class.⁸ SA ¶ 7.1;
16 Mathews Decl. ¶¶ 7, 51. These awards fall well within the range routinely approved by
17 courts in the Ninth Circuit. See, e.g., *Barr v. SelectBlinds LLC*, 2024 U.S. Dist. LEXIS
18 39068, at *32–33 (C.D. Cal. Mar. 4, 2024) (“Though the Ninth Circuit has not set a
19 benchmark for the amount of incentive awards, awards ranging from \$2,000 and \$10,000
20 have found to be reasonable, with many district courts treating \$5,000 as ‘presumptively
21 reasonable.’”); *Lopez*, 2025 U.S. Dist. LEXIS 270892, at *41 (holding service awards not
22 unduly preferential when within the standard range).

23 **VI. Conclusion**

24 Plaintiffs respectfully request that the Court (1) grant the Parties’ motion for final
25 approval of the Settlement; (2) find that the Settlement is fair, reasonable, and adequate, and
26 satisfies the requirements of Fed. R. Civ. P. 23; (3) certify the Settlement Class for settlement

27 _____
28 ⁸ It is not feasible to provide back issues to all Class Members because PMC does not print and store excess copies.

1 purposes only; (4) find that the class notice was carried out in accordance with the
2 Preliminary Approval Order, satisfies due process, and was the best notice practicable under
3 the circumstances; (5) authorize the Settlement benefits to be distributed in accordance with
4 the terms and conditions of the Settlement Agreement; and (6) enter the proposed Final
5 Approval Order and Judgment.

6
7 Dated: June 11, 2026

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiffs, certifies that this brief contains 5,838 words, which complies with the word limit of L.R. 11-6.1.

Dated: June 11, 2026

By: /s/ James C. Shah
James C. Shah

Counsel for Plaintiffs

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CERTIFICATE OF SERVICE

I certify that on June 11, 2026, a copy of the foregoing was served electronically through the court’s electronic filing system upon all parties appearing on the Court’s CM/ECF service list.

Dated: June 11, 2026

By: /s/ James C. Shah
James C. Shah

Counsel for Plaintiffs

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