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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.

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

**NOTICE OF PLAINTIFFS’
MOTION AND MOTION FOR
AWARD OF ATTORNEYS’ FEES
AND REIMBURSEMENT OF
LITIGATION COSTS AND
EXPENSES AND FOR SERVICE
AWARDS**

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

Hon. André Birotte, Jr.

28

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”), pursuant to the Class Action Settlement Agreement and Rule 23(h)
6 of the Federal Rules of Civil Procedure, hereby move this Court to approve the agreed
7 payment by Penske Media Corporation (“PMC”) to Class Counsel of \$525,000 in attorneys’
8 fees and reimbursement of litigation costs and expenses and to award each Plaintiff a
9 Service Award consisting of (a) printed back issues of the *Rolling Stone* Magazine (only for
10 any edition they did not already receive in printed form due to the matters raised in the
11 Action) and (b) a one-time monetary payment of \$2,500, in addition to all class relief
12 provided pursuant to the Settlement.

13 This Motion is based upon the accompanying Plaintiffs’ Memorandum of Points and
14 Authorities in support; Declaration of Timothy N. Mathews, Esq.; the Settlement
15 Agreement and its exhibits (ECF No. 31-3) and all other papers and proceedings herein.

16
17 Dated: June 11, 2026

Respectfully submitted,

18 By: /s/ James C. Shah

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6 *Counsel for Plaintiffs and the*
7 *Putative Class*

8
9 **ATTESTATION PURSUANT TO CIVIL L.R. 5-4.3.4(a)(2)**

10 The filer attests that the signatory listed above, on whose behalf the filing is
11 submitted, is a registered CM/ECF filer and concurs in the filing's content and has
12 authorized the filing.

13
14 Dated: June 11, 2026

15 */s/ Kolin C. Tang*
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1 **I. Introduction**

2 Plaintiffs respectfully submit this memorandum of law in support of their motion for
3 an award of reasonable attorneys’ fees, reimbursement of litigation costs and expenses, and
4 service awards.

5 In the early 2000s *Rolling Stone* magazine promoted and sold a “lifetime” magazine
6 subscription to approximately 15,450 subscribers.^{1, 2} In 2024, Defendant Penske Media
7 Corporation (“PMC”), which had acquired *Rolling Stone* magazine, ceased delivering
8 printed copies of the magazine to lifetime subscribers, and instead began sending them an
9 “E-edition” akin to a PDF of the magazine, which it claimed met the lifetime subscription
10 obligations.³

11 After pre-suit discussions failed to result in agreement, Plaintiffs and Class Counsel
12 filed this lawsuit. Eventually, through vigorous arm’s-length negotiation and mediation
13 before the Honorable Judge Sundvold (Ret.), a highly respected JAMS mediator, Class
14 Counsel negotiated a near full relief settlement. PMC has agreed to resume delivery of the
15 magazine to each Settlement Class Member who requests it and to continue for their lifetime
16 (so long as print publication continues). Each Settlement Class member may also elect to
17 receive two years of free access to RollingStone.com, a separate subscription-based digital
18 platform. There is no deadline, and obtaining the Settlement relief is as simple as sending
19 an email, making a phone call, or submitting a short online form. PMC sent direct notice
20 to every known mailing address and email address for Settlement Class members via
21 postcard and email.

22
23
24 ¹ Unless otherwise stated or defined, all capitalized terms used herein have the definitions
25 provided in the Class Action Settlement Agreement (“Settlement” or “SA ¶”), ECF No. 31-
3.

26 ² Plaintiffs’ request for final approval of the Settlement is addressed in a separately filed
27 motion. The parties have nonetheless submitted a single proposed Order covering both
motions.

28 ³ The e-Edition is *not* a subscription to RollingStone.com, which is an entirely separate
subscription service. Compl. ¶ 25.

1 In addition to all other relief, PMC has agreed to (a) pay \$525,000 for Class
2 Counsel’s combined attorneys’ fees and litigation costs, and (b) pay \$2,500 Service Awards
3 and provide missing back issues to each Class Representative. These terms were discussed
4 only after the terms of relief and notice to the class were agreed between the parties and
5 agreement on the amounts was reached based on a mediator’s proposal. By this motion,
6 Plaintiffs and Class Counsel respectfully request that the Court approve PMC’s payment
7 of these attorneys’ fees and litigation costs, and Service Awards to each Class
8 Representative.

9 **II. Summary of Class Counsel’s Efforts**

10 **A. Class Counsel’s Pre-Suit Investigation and Efforts**

11 Class Counsel began their investigation into this case in late 2024. Mathews Decl. ¶
12 5, concurrently filed herewith (“Mathews Decl.”). This included extensive factual and legal
13 research concerning the 2019 sale of *Rolling Stone* to PMC, PMC’s potential liability for
14 predecessor obligations, anticipated defenses, and class certification issues. *Id.*

15 Class Counsel also faced challenges in locating documentation of the original
16 subscription terms, given that the subscriptions were sold more than 20 years ago. *Id.* Over
17 several months, Class Counsel communicated with dozens of putative class members and
18 collected relevant documents and information. *Id.*

19 Class Counsel then sent a pre-suit demand letter to PMC on behalf of Plaintiff Hueg
20 and the putative class, asserting claims for breach of contract and violations of the California
21 Legal Remedies Act. *Id.* ¶ 6. Thereafter, Class Counsel and PMC’s in-house counsel
22 corresponded regarding a possible pre-suit resolution, but they were not successful. *Id.*

23 **B. Pleadings and Early Litigation**

24 Class Counsel was then retained by three additional Plaintiffs: Moss Krivin, Beverly
25 Penninger, and Kim Gallagher, each of whom provided Class Counsel with documentation
26 supporting their claims. *Id.* ¶ 7. With Plaintiffs’ assistance, Class Counsel prepared a
27 detailed Class Action Complaint incorporating documentary and historical evidence. *Id.* ¶
28 8.

1 On June 25, 2025, Plaintiffs filed the Complaint. *Id.* After filing the Complaint, Class
2 Counsel again engaged in settlement discussions with Defense Counsel in July 2025, but
3 those negotiations did not result in a settlement. *Id.* ¶ 9.

4 PMC answered Plaintiffs' Complaint, denying liability, and Class Counsel analyzed
5 PMC's asserted defenses. *Id.* ¶ 10.

6 **C. Discovery and Mediation**

7 The parties negotiated and filed a Protective Order and a Joint Rule 26(f) discovery
8 plan and exchanged initial disclosures. *Id.*

9 The parties also scheduled mediation before the Honorable Judge Sundvold (Ret.), a
10 highly experienced and respected JAMS mediator. *Id.* ¶¶ 11–12. In advance of mediation,
11 PMC provided Class Counsel information concerning putative Class Members and its
12 communications with lifetime subscribers. *Id.* ¶ 13. On November 2, 2025, Plaintiffs served
13 a comprehensive set of requests for production and provided a draft ESI protocol to ensure
14 that discovery deadlines would be met if the mediation was unsuccessful. *Id.* ¶ 14.

15 Prior to mediation, Class Counsel prepared and submitted to Judge Sundvold a
16 comprehensive confidential mediation brief explaining the factual background, procedural
17 background, prior negotiation history, and setting forth a demand for class-wide relief. *Id.*
18 ¶ 15.

19 The parties then participated in a full-day mediation. With Judge Sundvold's
20 assistance, the parties reached agreement on the material terms of class relief, notice, and
21 the claims process. *Id.* ¶ 16. Only after these terms were resolved did the parties negotiate
22 Service Awards and attorneys' fees and costs. *Id.* ¶ 19. After lengthy negotiation, Judge
23 Sundvold presented a mediator's proposal for attorneys' fees and costs, which the parties
24 accepted. *Id.* The settlement negotiations were conducted at arms' length under Judge
25 Sundvold's supervision. *Id.* ¶ 20.

1 **D. Settlement Finalization and Ongoing Work**

2 Following mediation, the parties negotiated and drafted the Settlement Agreement,
3 including the various forms of notice, which was fully executed on February 24, 2026. *Id.*
4 ¶ 23.

5 Class Counsel also prepared and filed the preliminary approval papers, which after a
6 hearing, the Court granted on April 27, 2026. *Id.* ¶¶ 24–25. Since preliminary approval,
7 Class Counsel have continued working with PMC to implement the Settlement, including
8 developing the Settlement Website and drafting the final approval motion and related
9 papers. *Id.* ¶ 26–27.

10 Class Counsel will continue to devote substantial additional time to administering the
11 Settlement, including overseeing the claims process, responding to inquiries from
12 Settlement Class Members, and addressing any issues that arise during administration—
13 especially since there is no deadline by which Class Members must submit claims. *Id.* ¶ 28;
14 SA ¶ 3.12.

15 As the foregoing demonstrates, Class Counsel expended substantial time and effort
16 investigating, litigating, and ultimately resolving this action to achieve a highly favorable
17 result for the Settlement Class.

18 **III. Summary of Benefits to Class Members Provided Under the Settlement**

19 As discussed more fully in the Plaintiffs’ concurrently filed brief in support of final
20 approval, Class Counsel secured near full relief for Settlement Class Members. Settlement
21 Class Members may elect to receive: (1) the print edition of *Rolling Stone* Magazine for as
22 long as printed editions continue to be published during their lifetime; and (2) two years of
23 free access to RollingStone.com (so long as RollingStone.com is still being published). SA
24 ¶ 3.1.

25 Accessing the Settlement benefits is simple. Settlement Class Members can receive
26 either or both benefits by contacting PMC by phone, email, or online and simply provide
27 their name, email address, and mailing address. SA ¶ 3.11. There is no documentation
28

1 requirement, and there is no deadline by which Class Members must submit their request to
2 receive Settlement benefits; they may do so at any time. SA ¶ 3.12.

3 As discussed more fully in the Plaintiffs’ concurrently filed brief in support of final
4 approval, PMC issued notice directly to class members via mail and email and established
5 the Settlement Website. SA ¶¶ 3.7–3.8; & Exs. 1–2; *see generally* Declaration of David
6 Roberson re Implementation of Notice Plan, filed concurrently herewith (“Roberson
7 Decl.”).

8 **IV. Class Counsel’s Fee Request is Reasonable.**

9 Under Federal Rule of Civil Procedure 23(h), the Court “may award reasonable
10 attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.”
11 Fed. R. Civ. P. 23(h). Here, PMC has agreed to pay reasonable attorneys’ fees and expenses
12 of \$525,000 in addition to all other benefits of the Settlement. Fee and expense amounts
13 were discussed through the mediator only after all other material terms of the settlement
14 were agreed and the amount was agreed based on the mediator’s proposal. The amount is
15 reasonable under the lodestar method and supported by a percentage-of-recovery cross
16 check.

17 **A. The Fee Amount is Reasonable.**

18 In the Ninth Circuit, courts may determine reasonable attorneys’ fees using either the
19 lodestar method or the percentage-of-recovery method, and deciding which method to use
20 is within the district court’s discretion. *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d
21 935, 942, 944 (9th Cir. 2011). The lodestar method is typically used in class action
22 settlements without a true common fund, like this one. *In re Hyundai & Kia Fuel Econ.*
23 *Litig.*, 926 F.3d 539, 570 (9th Cir. 2019). Regardless of which method is chosen, the Ninth
24 Circuit encourages district courts to employ the second method to cross-check the initial fee
25 calculation. *In re Bluetooth*, 654 F.3d at 944–45.

26 Under Ninth Circuit law, courts also consider a set of factors—commonly referred to
27 as the *Kerr* factors—in evaluating the reasonableness of a fee award, including the time and
28 labor required, the novelty and difficulty of the issues, the skill required, the contingent

1 nature of the fee, the results obtained, and awards in similar cases. *See id.* at 942 n.7. These
2 considerations guide the Court’s analysis under both the lodestar and percentage methods.

3 As demonstrated below, the requested fee is reasonable and readily approvable under
4 both the lodestar method and the percentage-of-recovery cross-check.

5 **1. The Fee Request Is Reasonable Under the Lodestar Method.**

6 Under the lodestar method, the court multiplies the number of hours reasonably spent
7 on the case by a reasonable hourly rate. *In re Hyundai*, 926 F.3d at 570. The resulting
8 lodestar amount is presumptively reasonable, but the court may then adjust the award by
9 applying an appropriate positive multiplier. *Kim v. Allison*, 8 F.4th 1170, 1180–81 (9th Cir.
10 2021). In determining the reasonableness of an upward adjustment, courts may consider any
11 *Kerr* factor not already subsumed by the lodestar analysis. *Chambers v. Whirlpool Corp.*,
12 980 F.3d 645, 665 (9th Cir. 2020). The benefit to the class, however, is the foremost
13 consideration in any fee analysis. *Kim*, 8 F.4th at 1181.

14 Here, Class Counsel collectively expended over 534 hours, billed at their customary
15 hourly rates in six-minute increments, pursuing the claims for over a year for a total lodestar
16 of \$496,539.00 as of May 31, 2026. Mathews Decl. ¶ 31. Thus, the requested fee represents
17 less than a 1.06 multiplier, which is at the low-end of the multiplier range that is commonly
18 granted in the Ninth Circuit.⁴ *See, e.g., In re Kia Hyundai Vehicle Theft Litig.*, 2024 U.S.
19 Dist. LEXIS 197781, at *6-7 (C.D. Cal. Sep. 30, 2024) (citing *Vizcaino v. Microsoft Corp.*,
20 290 F.3d 1043, 1051 n.6 (9th Cir. 2002)) (“The Ninth Circuit has noted that multipliers
21 range from 1.0-4.0 and a ‘bare majority’ fall within the range of 1.5-3.0.”).

22 **i. Class Counsel’s Hourly Rates Are Reasonable.**

23 The first step in the lodestar analysis is establishing the appropriate hourly rate, which
24 is “based on the ‘experience, skill, and reputation of the attorney requesting fees’ as well as
25

26 ⁴ The 1.06 multiplier is conservative because it is based on the full \$525,000 request, which
27 includes both attorneys’ fees *and* litigation expenses. Excluding expenses, the fee
28 component is \$514,933, resulting in a negligible multiplier of approximately **1.02**. *See*
Mathews Decl. ¶ 45. But the ultimate multiplier will be even lower as Class Counsel
continues to devote additional time to completing the Settlement process.

1 ‘the rate prevailing in the community for similar work performed by [comparable] attorneys
2’” *Rodman v. Safeway Inc.*, 2018 U.S. Dist. LEXIS 143867, at *15 (N.D. Cal. Aug. 23,
3 2018) (quoting *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210–11 (9th Cir. 1986),
4 amended by 808 F.2d 1373 (9th Cir. 1987)).

5 Class Counsel here billed at their usual and customary rates, which are within the
6 prevailing range for this District. Mathews Decl. ¶¶ 33, 38–39. The hourly rates for the legal
7 professionals and attorneys primarily responsible for prosecuting this action ranged between
8 \$210–450 per hour for law clerks and paralegals; \$650 per hour for associates, and \$900–
9 1,300 per hour for partners, with the higher end limited to senior partners with decades of
10 experience. *Id.* ¶¶ 34–35.

11 Courts in this District and in the Ninth Circuit more broadly have approved similar
12 hourly rates in comparable complex class actions. *See, e.g., Zhang v. Ehang Holdings Ltd.*,
13 2026 U.S. Dist. LEXIS 40496, at *38 (C.D. Cal. Jan. 12, 2026) (approving “\$1100-1400
14 for partners, \$975 for counsel, \$500-675 for associates, and \$250 for paralegals” and taking
15 judicial notice of *2024 Real Rate Report: The Industry’s Leading Analysis of Law Firm
16 Rates, Trends, and Practices*, published by Wolters Kluwer, which documents that
17 “litigation hourly rates in Los Angeles . . . range [from] \$548 (first quartile) to \$1,268 (third
18 quartile) for partners and \$477 (first quartile) to \$946 (third quartile) for associates”);
19 *Herrera v. Cty. of L.A.*, 2026 U.S. Dist. LEXIS 38001, at *5 (C.D. Cal. Feb. 23, 2026)
20 (approving rates up to \$1,600); *In re Ring LLC Priv. Litig.*, 2024 U.S. Dist. LEXIS 100727,
21 at *17 (C.D. Cal. May 28, 2024) (approving hourly partner rates up to \$1,200 and \$675 for
22 associates); *Burnett v. Duna USA Inc.*, 2025 U.S. Dist. LEXIS 185093, at *10 (C.D. Cal.
23 Aug. 26, 2025) (approving rates up to \$1,050); *In re Google Location Hist. Litig.*, 2024 U.S.
24 Dist. LEXIS 81673, at *46 (N.D. Cal. May 3, 2024) (approving “\$550 to \$1,300 for
25 partners; \$420 to \$710 for associates; and \$535 for paralegals and other support staff”); *In
26 re Xyrem (Sodium Oxybate) Antitrust Litig.*, 2025 U.S. Dist. LEXIS 212585, at *12–13
27 (N.D. Cal. Oct. 27, 2025) (approving “\$525 to \$1500 for partners, \$240 to \$950 for
28 associates ... and \$150 to \$650 for litigation support staff”).

1 Indeed, Courts within the Ninth Circuit have regularly approved Class Counsel’s
2 hourly rates. *See, e.g., In re MacBook Keyboard Litig.*, 2023 U.S. Dist. LEXIS 92063, at
3 *43 (N.D. Cal. May 25, 2023); *Weeks v. Google LLC*, 2019 U.S. Dist. LEXIS 215943, at
4 *11 (N.D. Cal. Dec. 13, 2019); *In re Nexus 6P Prods. Liab. Litig.*, 2019 U.S. Dist. LEXIS
5 197733, at *40 (N.D. Cal. Nov. 12, 2019); *Rodman v. Safeway Inc.*, 2018 U.S. Dist. LEXIS
6 143867, at *15 (N.D. Cal. Aug. 22, 2018); *In re 24 Hour Fitness Prepaid Mbrshp. Litig.*,
7 2018 U.S. Dist. LEXIS 235375, at *13 (N.D. Cal. June 8, 2018). Other courts across the
8 country have likewise approved Class Counsel’s rates. Mathews Decl. ¶ 39 (collecting
9 cases).

10 **ii. Class Counsel’s Hours Are Reasonable.**

11 The hours Class Counsel spent were reasonably necessary for the effective
12 prosecution of the case. *See Rodriguez v. Cty. of L.A.*, 96 F. Supp. 3d 1012, 1016–17 (C.D.
13 Cal. 2014) (quoting *Armstrong v. Davis*, 318 F.3d 965, 971 (9th Cir. 2003)) (“Reasonable
14 hours are those hours that ‘would have been undertaken by a reasonable and prudent lawyer
15 to advance or protect his client’s interest in the pursuit of a successful recovery.’”).

16 As summarized above and detailed in Class Counsel’s declaration, the time expended
17 was reasonable and necessary to achieve the exceptional result obtained. *See* Mathews Decl.
18 ¶ 34–35 (summarized time records per professional). Class Counsel conducted a focused
19 pre-suit investigation, including researching complex legal issues and locating decades-old
20 subscription materials; communicated with putative class members; worked closely with
21 the named Plaintiffs; and issued a pre-suit demand while engaging with PMC’s in-house
22 counsel. Mathews Decl. ¶¶ 5–8. After filing the Complaint, Class Counsel efficiently
23 advanced the case by analyzing PMC’s defenses, negotiating a protective order and Rule
24 26(f) plan, exchanging initial disclosures, and preparing for discovery, including serving
25 requests for production and developing an ESI protocol. *Id.* ¶¶ 9–14. Class Counsel also
26 actively pursued settlement, preparing a comprehensive mediation brief and participating in
27 a full-day mediation before Judge Sundvold (Ret.) where the parties reached agreement on
28 all material class relief before any discussion of attorneys’ fees. *Id.* ¶¶ 15–20. Following

1 mediation, Class Counsel negotiated and finalized the Settlement Agreement and its
2 exhibits, including the notice program and streamlined claims process, and prepared the
3 preliminary approval papers. *Id.* ¶¶ 23–29.

4 Further, this time does *not* include the substantial time Class Counsel will expend
5 after May 31, 2026, in connection with filing the replies to the final approval motion,
6 attending the Final Fairness Hearing, communicating with Settlement Class Members, and
7 overseeing the claims administration process. *Id.* ¶¶ 28, 44.

8 In short, Class Counsel prosecuted this case efficiently from inception through
9 resolution and minimized delay and expense.

10 **iii. The Requested Multiplier is Modest.**

11 The requested lodestar multiplier of less than 1.06 of Class Counsel’s current lodestar
12 is modest and within the range commonly awarded in similar complex class actions.
13 *Gutierrez v. Amplify Energy Corp.*, 2023 U.S. Dist. LEXIS 72861, at *30 (C.D. Cal. Apr.
14 24, 2023) (cleaned up) (“In the Ninth Circuit, a multiplier ranging from 1.0 to 4.0 is
15 considered presumptively acceptable.”); *Herrera v. Cty. of L.A.*, 2026 U.S. Dist. LEXIS
16 38001, at *8 (C.D. Cal. Feb. 23, 2026) (colling cases and noting: “Numerous decisions have
17 approved multipliers comparable to the [4.0-4.5] multiplier presented here.”). The modest
18 multiplier is supported by the excellent relief obtained for the Settlement Class and because
19 Class Counsel will continue expending time administering this Settlement.

20 First, the fact that Class Counsel obtained virtually full relief for the class weighs
21 heavily in favor of the modest multiplier here. *See, e.g., In re Bluetooth*, (“Foremost among
22 these considerations, however, is the benefit obtained for the class.”); *Marshall v. Northrop*
23 *Grumman Corp.*, 2020 U.S. Dist. LEXIS 177056, at *7 (C.D. Cal. Sep. 18, 2020)
24 (describing settlement fund of 29% of claimed damages as “an exceptional result”); *Alvarez*
25 *v. Sirius XM Radio Inc.*, 2021 U.S. Dist. LEXIS 67754, at *34 (C.D. Cal. Feb. 8, 2021)
26 (awarding 2.1 multiplier for “excellent results” in a lifetime subscription case).

27 Moreover, the efficiency with which Class Counsel achieved this exceptional result
28 reflects their focused early investigation and strategic litigation efforts, which enabled a

1 targeted prosecution of the case and a prompt, highly favorable resolution. This efficiency
2 supports the application of a multiplier at least as great as—if not greater than—the one
3 requested here. *Herrera*, 2026 U.S. Dist. LEXIS 38001, at *6 (C.D. Cal. Feb. 23, 2026)
4 (“Higher multipliers are especially appropriate where, as here, targeted litigation results in
5 early settlement with excellent benefits to the class.”); *see also Martin v. Toyota Motor*
6 *Credit Corp.*, 2022 U.S. Dist. LEXIS 208358, at *42 (C.D. Cal. Nov. 15, 2022) (cleaned
7 up) (approving a 6.33 multiplier and noting “Class Counsel should not be punished for
8 efficiently litigating this action and achieving a settlement before billing more hours.”).

9 Second, Class Counsel’s lodestar will continue to increase because the Settlement
10 imposes no deadline for Class Members to submit claims, meaning Class Member
11 participation will extend well into the future. *See* SA ¶ 3.12; Mathews Decl. ¶¶ 28, 44. As a
12 result, Class Counsel will continue to devote substantial additional time and resources to
13 supervising the Settlement, overseeing the claims process, and assisting class members,
14 which furth supports the reasonableness of the requested fee. *See id.*

15 Accordingly, Class Counsel’s fee request is reasonable and supported by their
16 lodestar and a slight multiplier.

17 **2. The Fee Request is Reasonable Under a Percentage-of-recovery**
18 **Cross Check.**

19 The reasonableness of Class Counsel’s fee request is confirmed by performing a
20 cross-check against the benefits of the Settlement to Class Members. *See Johnson v. MGM*
21 *Holdings, Inc.*, 943 F.3d 1239, 1242 (9th Cir. 2019) (“[W]hen a court conducts a lodestar
22 analysis, a percentage-of-recovery method can be used to ensure that counsel’s fee does
23 not dwarf class recovery”) (cleaned up). “The touchstone for determining the
24 reasonableness of attorneys’ fees in a class action is the benefit to the class.” *Lowery v.*
25 *Rhapsody Int’l, Inc.*, 75 F.4th 985, 988 (9th Cir. 2023).

26 Here, Settlement Class Members are entitled to near full relief. By simply sending
27 an email, making a phone call, or submitting an online form at any time, they will once
28 again continue to receive *Rolling Stone Magazine* for their lifetime, and they can also

1 receive two years of free access to RollingStone.com. SA ¶¶ 3.1, 3.11. Because the relief
2 is non-monetary in nature, it does not lend itself to a precise percentage-of-value cross
3 check. *See Planned Parenthood Fed’n of Am., Inc. v. Ctr. for Med. Progress*, 2024 U.S.
4 App. LEXIS 25653, at *4 (9th Cir. Oct. 11, 2024) (results achieved “are not limited to the
5 damages award but include nonmonetary benefits”). Nevertheless, the monetary value of
6 the relief is substantial. Already roughly 1,500 Settlement Class Members have requested
7 or are receiving a resumed print subscription, which currently costs \$59.88 per year.⁵ *See*
8 Mathews Decl. ¶ 17. If those subscriptions continue for another ten years, the total value
9 is approximately \$900,000 at current rates. Over 20 years, the dollar value is nearly \$1.8
10 million. Many of those class members have also elected to receive two years of free access
11 to RollingStone.com, which currently costs \$95.88 per year. *See* Mathews Decl. ¶ 17. The
12 number of Class Member who elect to receive benefits will also continue to climb as there
13 is no deadline and notice was distributed just a couple weeks ago. *See* SA ¶ 3.12; Roberson
14 Decl. ¶¶ 7–8. The agreed attorneys’ fee is also included in the total value to the Class, as
15 are costs of notice and administration—although the latter here are not known to Class
16 Counsel. *Hartless v. Clorox Co.*, 273 F.R.D. 630, 645 (S.D. Cal. 2011), *aff’d in part*, 473
17 F. App’x 716 (9th Cir. 2012). While the Settlement relief is not capable of precise valuation,
18 the agreed fee is in no way disproportionate to the meaningful relief provided to Class
19 members.⁶

20 Finally, even if the fee were to exceed the 25% benchmark of the dollar value of relief
21 ultimately distributed to Class Members over the next years or decades, the relevant *Kerr*

22
23 ⁵ Roughly 950 Settlement Class Members began receiving a resumed subscription prior to
24 preliminary approval based on earlier complaints they submitted to PMC/Rolling Stone
25 and another roughly 575 have contacted PMC in just two weeks after notice was
disseminated. *See* SA ¶ 3.7; Roberson Decl. ¶¶ 7–8, 11. That number will continue to climb.

26 ⁶ Fees need not be strictly proportional to the class’s monetary recovery in all cases,
27 particularly where the settlement provides meaningful relief, involves ongoing or non-
28 monetary benefits, or reflects the policy considerations underlying consumer protection
statutes. *See Yun-Fei Lou v. Am. Honda Motor Co.*, 2025 U.S. Dist. LEXIS 89346, at *36–
46 (N.D. Cal. May 9, 2025).

1 factors would support an upward adjustment in this case: “(1) the results achieved for the
2 class; (2) the complexity of the case and the risk of and expense to counsel of litigating it;
3 (3) the skill, experience, and performance of counsel (both sides); (4) the contingent nature
4 of the fee; and (5) fees awarded in comparable cases.” *In re Cathode Ray Tube (CRT)*
5 *Antitrust Litig.*, 2016 U.S. Dist. LEXIS 102408, at *62 (N.D. Cal. Aug. 3, 2016). Class
6 Counsel achieved a near full-relief settlement in a risky case that required significant skill
7 and time, and in which, absent Class Counsel’s agreement to proceed on a contingent basis,
8 Class Members would have had no practical ability to pursue their claims.

9 Foremost, as discussed above, the results are outstanding, providing near-complete
10 relief to the class and supporting a fee at or above the benchmark. *See id.* at *63 (“The most
11 important factor is the results achieved for the class.”).

12 Further, Class Counsel undertook this case on a purely contingent basis, advancing
13 hundreds of hours of their time and all costs and expenses, without which Class Members
14 would have had no realistic ability to pursue claims. Mathews Decl. ¶ 36. In doing so, they
15 faced significant risk that they might recover nothing. *Id.* Yet, they achieved a strong result
16 for Class Members in far less time than if this case had been litigated through discovery,
17 class certification, summary judgment, trial, and appeals. This factor weighs in favor of an
18 upward adjustment. *See, e.g., In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291,
19 1299 (9th Cir. 1994) (“It is an established practice in the private legal market to reward
20 attorneys for taking the risk of non-payment by paying them a premium over their normal
21 hourly rates for winning contingency cases.”); *Kendig v. ExxonMobil Oil Corp.*, 2020 U.S.
22 Dist. LEXIS 153452, at *26 (C.D. Cal. Aug. 24, 2020) (“Courts consistently recognize that
23 the risk of non-payment or reimbursement of expenses is a factor in determining the
24 appropriateness of counsel’s fee award.”).

25 Moreover, the complexity of this case further supports an upward adjustment.
26 Although the claims arise from a seemingly straightforward contractual promise, the claims
27 present unique and challenging issues, including reconstructing the terms of subscription
28 agreements formed more than two decades ago, locating and authenticating historical

1 marketing materials, and addressing questions concerning PMC’s liability for obligations
2 arising from a prior owner’s conduct. *See* Mathews Decl. ¶ 5. Class Counsel also faced
3 potential defenses regarding contract interpretation, successor liability, and the adequacy of
4 purported digital substitutes. Navigating these issues required significant legal research,
5 factual investigation, and strategic judgment at an early stage of the case. Courts in this
6 Circuit recognize that such complexity and novelty support an upward adjustment to reflect
7 the skill and effort required. *See, e.g., Herrera*, 2026 U.S. Dist. LEXIS 38001, at *8; *In re*
8 *Omnivision Techs.*, 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2007) (cleaned up) (“The
9 prosecution and management of a complex national class action requires unique legal skills
10 and abilities.”).

11 The quality of Class Counsel’s work and the skill required to efficiently achieve this
12 result—particularly through targeted litigation and mediation—also support approval.
13 *Marshall*, 2020 U.S. Dist. LEXIS 177056, at *11 (cleaned up) (approving “a one-third fee
14 is appropriate where counsel litigated effectively, and their experience was essential for
15 obtaining the result”). PMC was likewise represented by experienced, prominent attorneys
16 at the reputable defense firm of DTO Law.

17 In light of the exceptional result and the factors supporting an upward adjustment,
18 this modest percentage further confirms that the requested fee is well within the range of
19 reasonableness.

20 **B. There Was No Collusion.**

21 Under Rule 23(e), when considering a fee request resulting from a class action
22 settlement, the Court must ensure that the proposed fee does not reflect self-dealing or
23 collusion. In evaluating this issue, the Ninth Circuit has identified three “subtle signs” of
24 potential collusion: (1) whether class counsel receive a disproportionate share of the
25 settlement relative to the class; (2) the existence of a “clear-sailing” provision under which
26 the defendant agrees not to challenge the fee request; and (3) whether the agreement
27 contains a “kicker” or reversionary clause returning unawarded fees to the defendant rather
28

1 than the class. *McKinney-Drobnis v. Oreshack*, 16 F.4th 594, 607–08 (9th Cir. 2021). As
2 shown below, there is no such concern here.

3 Class Counsel’s requested \$525,000 fee is modest and not disproportionate to the
4 relief obtained for the Class. *Cf. Briseño v. Henderson*, 998 F.3d 1014, 1026 (9th Cir. 2021)
5 (collusion possible where attorneys received \$7 million and the class received less than \$1
6 million).

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

19 Finally, the record confirms that the parties discussed fees only after all other terms
20 of relief were agreed upon as part of the mediation with a respected mediator and the fee
21 amount was agreed based on the mediator’s proposal. 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, the requested fee is reasonable and proportionate and there was no collusion
28 in reaching any part of the Settlement.

1 **V. Class Counsel’s Request for Reimbursement of Litigation Expenses is**
2 **Reasonable.**

3 “Attorneys may recover their reasonable expenses that would typically be billed to
4 paying clients in non-contingency matters.” *Omnivision*, 559 F.2d at 1048. Such costs
5 typically include “photocopying, printing, postage, court costs, research on online
6 databases, experts and consultants, and reasonable travel expenses.” *Thomas v. MagnaChip*
7 *Semiconductor Corp.*, 2018 U.S. Dist. LEXIS 82801, at *13 (N.D. Cal. May 15, 2018); *Yan*
8 *Wang v. Dada Nexus Ltd.*, 2025 U.S. Dist. LEXIS 121132, at *36 (C.D. Cal. Mar. 14, 2025)
9 (mediator fees, among others).

10 Class Counsel incurred \$10,066.92 in unreimbursed litigation expenses, the vast
11 majority of which was for mediator fees. Mathews Decl. ¶ 45. Class Counsel has prosecuted
12 this Action on a contingent basis and advanced all reasonable associated costs with no
13 expectation of recovery in the event the litigation did not result in a recovery. Mathews
14 Decl. ¶ 36. The expenses incurred by Class Counsel were necessary for the effective
15 litigation of this action. *See, e.g., Ferreira v. Funko, Inc.*, 2022 U.S. Dist. LEXIS 253484,
16 at *31 (C.D. Cal. Dec. 13, 2022) (approving over \$100,000 in expenses as “reasonable” and
17 “necessary to the litigation”). Since they do not seek a separate award of expenses, Plaintiffs
18 submit that the reasonable expenses incurred further support the requested award of
19 attorneys’ fees.

20 **VI. The Court Should Award the Requested Service Awards.**

21 “It is well-established in this circuit that named plaintiffs in a class action are eligible
22 for reasonable incentive payments, also known as service awards.” *In re LinkedIn ERISA*
23 *Litig.*, 2023 U.S. Dist. LEXIS 222261, at *30 (N.D. Cal. Dec. 13, 2023). Service “awards
24 that are intended to compensate class Representatives for work undertaken on behalf of a
25 class ‘are fairly typical in class action cases.’” *In re Online DVD-Rental Antitrust Litig.*, 779
26 F.3d 934, 943 (9th Cir. 2015) (citation omitted); *see also Rodriguez v. West Publishing*
27 *Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009) (service awards are “intended to compensate
28 class representatives for work done on behalf of the class, to make up for financial or

1 reputational risk undertaken in bringing the action, and, sometimes, to recognize their
2 willingness to act as a private attorney general”).

3 Accordingly, Plaintiffs request that the Court approve Service Awards consisting of
4 \$2,500 and the back issues of *Rolling Stone* Magazine they did not receive. The requested
5 cash award is half the \$5,000 amount that courts within the Ninth Circuit routinely treat as
6 “presumptively reasonable.” *Barr v. SelectBlinds LLC*, 2024 U.S. Dist. LEXIS 39068, at
7 *32-33 (C.D. Cal. Mar. 4, 2024) (“Though the Ninth Circuit has not set a benchmark for the
8 amount of incentive awards, awards ranging from \$2,000 and \$10,000 have found to be
9 reasonable, with many district courts treating \$5,000 as ‘presumptively reasonable.’”); *see*
10 *also Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266 (N.D. Cal. 2015) (same,
11 collecting cases). The modest award sought here thus comfortably falls within—and indeed
12 below—the range regularly approved by courts.

13 **VII. Conclusion**

14 Plaintiffs respectfully request that the Court grant their motion for attorneys’ fees,
15 costs, and expenses and for Service Awards.

16 Dated: June 11, 2026

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiffs, certifies that this brief contains 5,365 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
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