

1
2
3
4
5
6
7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9 MOSS KRIVIN, et al., individually and on
10 behalf of all others similarly situated,

11 Plaintiffs,

12 v.

13 PENSKE MEDIA CORPORATION,

14 Defendant.
15
16

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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

17 WHEREAS, pursuant to Rules 23(a), 23(b)(3), and 23(e), the parties seek entry of an
18 Order: preliminarily approving the nationwide class action Settlement of this Action in
19 accordance with the Class Action Settlement Agreement dated February 23, 2026
20 (“Agreement” or “Settlement”), together with the Exhibits annexed thereto; preliminarily
21 certifying the Settlement Class for settlement purposes only; directing notice to the
22 Settlement Class pursuant to the parties’ proposed Notice Plan; preliminarily appointing
23 Class Representatives and Class Counsel; directing the timing and procedures for any
24 objections to, and requests for exclusion from, the Settlement; setting forth other
25 procedures, filings, and deadlines; and scheduling the Fairness Hearing; and

26 WHEREAS, this Court has read and carefully considered the Settlement Agreement
27 and its exhibits, Plaintiffs’ Unopposed Motion for Preliminary Approval and the applicable
28 law;

1 NOW, IT IS HEREBY ORDERED THAT:

2 1. This Order incorporates by reference the definitions in the Settlement
3 Agreement, and all terms used in this Order shall have the same meanings as set forth in the
4 Settlement Agreement.

5 2. The Court has jurisdiction over this Action, Plaintiffs, all Settlement Class
6 Members, Defendant, and any party to any agreement that is part of or related to the
7 Settlement.

8 3. The Court preliminarily approves the Settlement Agreement, and its terms, as
9 fair reasonable, and adequate under Rules 23(e)(1)(B)(i) and 23(e)(2) of the Federal Rules
10 of Civil Procedure, subject to further consideration at the Fairness Hearing.

11 4. The Court preliminarily finds that the proceedings that occurred before the
12 Parties entered into the Settlement Agreement afforded counsel the opportunity to
13 adequately assess the claims and defenses in the Action, the positions, strengths,
14 weaknesses, risks, and benefits to each party, and as such, to negotiate the Settlement
15 Agreement that is fair, reasonable, and adequate and reflects those considerations.

16 5. The Court preliminarily finds that the Settlement Agreement has been reached
17 through experienced counsel following intensive arm's-length negotiation of disputed
18 claims, including a mediation session with an experienced third-party neutral mediator, and
19 the that the proposed Settlement is not the result of any collusion.

20 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court
21 preliminarily certifies, for settlement purposes only, the following Settlement Class: All
22 subscribers to *Rolling Stone* magazine living in the United States who purchased a so-called
23 "lifetime" subscription. Excluded from the Class are: PMC and its current officers,
24 directors, employees, subsidiaries, and affiliates; all judges assigned to this case and any
25 members of their immediate families; and the Parties' counsel in this litigation.

26 7. The Court preliminarily finds, solely for purposes of the Settlement, that the
27 criteria under Rules 23(e)(1)(B)(ii), 23(a), and 23(b)(3) for certification of the Settlement
28 Class are satisfied in that: (a) the Settlement Class is so numerous that joinder of all

1 Settlement Class Members in the Action is impracticable; (b) there are questions of law and
2 fact common to the Settlement Class that predominate over individual questions; (c) the
3 claims of the Settlement Class representatives are typical of the claims of the Settlement
4 Class; (d) the Settlement Class representatives and Class Counsel have and will continue to
5 fairly and adequately represent and protect the interests of the Settlement Class; and (e) a
6 class action is superior to all other available methods for the fair and efficient adjudication
7 of the controversy. And Rule 23(b)(3) is satisfied because the Class is sufficiently numerous
8 and shares common, predominating questions of fact and law, and a class action is superior
9 to other methods of adjudication of the controversy.

10 8. Pursuant to Rule 23(a)(4) of the Federal Rules of Civil Procedure, and for
11 settlement purposes only, Plaintiffs are preliminarily certified as Class Representatives.

12 9. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure the Court
13 appoints Timothy N. Mathews and Zachary P. Beatty of Chimicles Schwartz Kriner &
14 Donaldson-Smith LLP and James C. Shah and Kolin C. Tang of Miller Shah LLP as Class
15 Counsel.

16 10. The Court finds, pursuant to Rule 23(e)(1)(B), that giving notice to the class is
17 justified and appropriate because the Court will likely be able to approve the Settlement as
18 fair, reasonable, and adequate, and certify the class for purposes of judgment on the
19 proposed Settlement, pursuant to Rule 23(e)(1)(B)(i) and (ii). In addition, the Court finds,
20 pursuant to Rule 23(e)(2)(A)–(D), that the Class Representatives and Class Counsel have
21 adequately represented the class, the Settlement was negotiated at arm's length, the relief
22 provided for the class is adequate, and the proposal herein treats class members equitably
23 relative to each other.

24 11. The Court has carefully reviewed and hereby approves the Parties' notice plan
25 as set forth in the Settlement Agreement. The plan, including the form, method, and content
26 of the notice:

- 27 a. meets the requirements of the Federal Rules of Civil Procedure (including
28 Rules 23(c)–(e)), the United States Constitution (including the Due Process

1 Clause), and the Rules of this Court;

2 b. constitutes the best notice to Settlement Class Members practicable under
3 the circumstances;

4 c. is reasonably calculated, under the circumstances, to apprise the Settlement
5 Class Members of (i) the proposed Settlement of this Action; (ii) their right
6 to exclude themselves from the Settlement Class; (iii) their right to object
7 to any aspect of the proposed Settlement, including the attorneys' fees and
8 litigation costs and expenses to be sought by Class Counsel; (iv) their right
9 to appear at the Fairness Hearing, either on their own or through counsel
10 hired at their own expense, if they did not exclude themselves from the
11 Settlement Class; and (v) the binding effect of the proceedings, rulings,
12 orders and judgments in this Action, whether favorable or unfavorable, on
13 all persons not excluded from the Settlement Class; and

14 d. is reasonable and constitutes due, adequate and sufficient notice to all
15 persons entitled thereto.

16 12. The Court further finds that all the notices are written in simple terminology
17 and are readily understandable by Settlement Class Members. The date and time of the
18 Fairness Hearing shall be included in all notices before they are disseminated. The parties,
19 by agreement, may revise the notices in ways that are appropriate to update those notices
20 for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient
21 electronic presentation and mailing. No Settlement Class Member shall be relieved from
22 the terms of the proposed Settlement, including the releases provided for therein, based
23 solely upon the contention that such Settlement Class Member failed to receive adequate or
24 actual notice.

25 13. Not later than seven (7) days after the entry of this Preliminary Approval Order,
26 the Settlement Administrator shall cause the Settlement Website to go live and post on the
27 Settlement Website the Settlement Agreement and exhibits.

28 ///

1 14. Accordingly, the Court approves, and directs the implementation of, notice
2 plan pursuant to the terms of the Settlement Agreement.

3 15. PMC, in its role as Settlement Administrator, is directed to perform all
4 settlement administration duties set forth in, and pursuant to the terms and time periods of,
5 the Settlement Agreement, including providing notice pursuant to the Class Action Fairness
6 Act, 28 U.S.C. § 1715, implementing and maintaining the Settlement Website,
7 disseminating the notice to Settlement Class Members in accordance with the notice plan,
8 the processing of claims under the Settlement terms, and the submission of any declarations
9 and other materials to counsel and the Court, as well as any other duties required under the
10 Settlement Agreement.

11 16. Class Counsel and Defense Counsel are hereby authorized to use all reasonable
12 procedures in connection with approval and administration of the Settlement that are not
13 materially inconsistent with this Order or the Settlement Agreement, including making,
14 without further approval of the Court, non-material changes to the form or content of the
15 Short Form Notices or Long Form Notice.

16 17. Upon application by the parties, the deadlines set forth in this Order may be
17 extended by order of the Court without further notice to the Settlement Class. Settlement
18 Class Members must check the Settlement Website regularly for updates and further details
19 regarding extensions of these deadlines. The Court reserves the right to adjourn or continue
20 the Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further
21 notice of any kind to the Settlement Class.

22 18. Any Settlement Class Member who wishes to Opt-Out or be excluded from the
23 Settlement Class must mail a written Opt-Out Request to Defense Counsel, address listed
24 below. Any such Opt-Out Request must be postmarked no later than thirty (30) days
25 following the Notice Date (the “Opt-Out Deadline”). To be valid, the Opt-Out Request must
26 (i) be signed; (ii) state the full name, current address, email address, and telephone number
27 of the person requesting exclusion; and (iii) contain a statement that the person requests to
28 be excluded from the Settlement Class. The Opt-Out Request shall not be effective unless

1 it provides the required information and is made within the time stated above. Mass or class
2 opt outs shall not be allowed.

3 19. Any Settlement Class Member who fails to mail a timely and complete Opt-
4 Out Request to the proper address shall remain in the Settlement Class and shall be subject
5 to and bound by all determinations, orders, and judgments in the Action concerning the
6 Settlement, including but not limited to the Released Claims set forth in the Settlement
7 Agreement.

8 20. Seven (7) Days after the Opt-Out Deadline, the Settlement Administrator shall
9 provide to Defense Counsel and Class Counsel a complete list of the names and addresses
10 of the members of the Settlement Class who have opted out.

11 21. Any Settlement Class Member who has not submitted an Opt-Out Request may
12 object to the fairness of the Settlement Agreement and/or the requested amount of Class
13 Counsel fees, costs, and expenses and/or Service Awards. To object, Settlement Class
14 Members must file a written objection with the Court and serve any such written objection
15 on counsel, addresses below, for the respective Parties within the Objection Period. The
16 objection must contain: (1) the full name, address, telephone number, and email address of
17 the Settlement Class Member and of the Settlement Class Member's counsel, if any; (2) a
18 written statement of all grounds for the objection accompanied by legal support for the
19 objection (if any); (3) copies of any papers, briefs, or other documents upon which the
20 objection is based; (4) a statement of whether the Settlement Class Member intends to
21 appear at the Fairness Hearing, individually and/or through counsel; and (5) the signature
22 of the Settlement Class Member or his/her counsel. If an objecting Settlement Class
23 Member retains counsel in connection with the objection, after serving the objection, the
24 Settlement Class Member shall promptly notify counsel for the respective Parties.
25 Settlement Class Members who do not timely make their objections as provided in this
26 Paragraph will be deemed to have waived all objections and shall not be heard or have the
27 right to appeal any aspect of the Settlement, including any Service Awards or Attorneys'
28 Fees and Costs Award.

22. Settlement Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in their objection. Only Settlement Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing, subject to the Court's discretion.

23. Any Settlement Class Member who does not object by the timely filing and delivery of an objection to the Court and to counsel for the Parties, shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Settlement, subject to the Court's discretion to excuse the requirement of filing a written objection upon a showing of good cause.

24. All notices to Class Counsel shall be sent to Lead Class Counsel, c/o:

Timothy N. Mathews
Chimicles Schwartz Kriner & Donaldson-Smith LLP
361 West Lancaster Avenue
Haverford, PA 19041
tnm@chimicles.com

All notices to Defendant shall be sent to Defense Counsel:

DTO Law
William A. Delgado
915 Wilshire Blvd., Suite 1950
Los Angeles, CA 90017
wdelgado@dtolaw.com
and
legal@pmc.com

25. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions in the litigation as they existed immediately prior to the execution of the Agreement if: (i) the

1 proposed Settlement is not finally approved by the Court, or does not become Final,
2 pursuant to the terms of the Settlement Agreement; or (ii) the Settlement Agreement is
3 terminated pursuant to the terms of the Settlement Agreement for any reason. In such event,
4 and except as provided therein, the proposed Settlement and Settlement Agreement shall
5 become null and void and be of no further force and effect; the certification of the Settlement
6 Class for settlement purposes shall be automatically vacated; neither the Settlement
7 Agreement nor the Court's Orders, including this Order, shall be used or referred to for any
8 purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections,
9 arguments, and defenses with respect to class certification.

10 26. This Order shall be of no force and effect if the Settlement does not become
11 Final and shall not be construed or used as an admission, concession, or declaration by or
12 against Defendant of any fault, wrongdoing, breach, or liability, or by or against Plaintiffs
13 or the Settlement Class Members that their claims lack merit or that the relief requested in
14 the Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by
15 any party of any defenses they may have.

16 27. The Court authorizes the Parties to take all necessary and appropriate steps to
17 implement the Settlement Agreement.

18 28. Pending the Fairness Hearing and any further determination thereof, this Court
19 shall maintain continuing jurisdiction over these Settlement proceedings.

20 29. As set forth in the Settlement schedule below, the Fairness Hearing shall be
21 held before this Court on **July 10, 2026 at 10am** [or another date/time the Court selects that
22 is at least 98 days after entry of the [Proposed] Preliminary Approval Order] at the First
23 Street U.S. Courthouse in Courtroom 7B, located at 350 W. First Street, Los Angeles, CA
24 90012, before the Honorable André Birotte Jr. presiding. Without further notice to the
25 Settlement Class, the Court may hold the Fairness Hearing by remote means, in which case
26 notice of such remote hearing will be placed on the Settlement Website.

27 30. Based on the foregoing, the Court sets forth below the following schedule for
28 the Fairness Hearing and the actions which must precede it. If any deadline set forth in this

Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding this Settlement and any pertinent dates and deadlines:

Event	Deadline Pursuant to Settlement or Proposed PAO
Preliminary Approval Hearing	April 24, 2026 at 10:00am
Settlement Website Established	May 4, 2026
Notice Date	May 27, 2026
Motion for Attorneys' Fees and Costs Award and Service Award	June 11, 2026
Motion for Final Approval	June 11, 2026
Opt-Out/Exclusion Deadline	June 26, 2026
Objection Deadline	July 11, 2026
Reply Brief in Support of Attorneys' Fees and Costs Award and Service Awards	July 17, 2026
Reply Brief in Support of Final Approval	July 17, 2026
Fairness Hearing	Friday, August 7, 2026 at 10:00 a.m.

Dated: April 27, 2026



HON. ANDRÉ BIROTTE JR.
UNITED STATES DISTRICT JUDGE