

Exhibit A

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “**Agreement**”) is entered into as of February 23, 2026, by, between and among (a) Plaintiffs Moss Krivin, Eric Hueg, Kim Gallagher, and Beverly Penninger (together, “**Class Representatives**”), on behalf of themselves and the Settlement Class as defined below, and (b) Defendant Penske Media Corporation (“**Defendant**” or “**PMC**”). Class Representatives, the Settlement Class, and PMC (collectively, the “**Parties**”) enter into this Agreement to effect a full and final settlement of *Krivin v. Penske Media Corp.*, Case No. 2:25-cv-05803 (C.D. Cal.) (the “**Action**”). Class Representatives, through Class Counsel, and Defendant reached this Settlement with the assistance of a private mediation conducted by the Hon. Stephen J. Sundvold (Ret.) of JAMS, which included an all-day session.

1. DEFINITIONS

1.1 “**Action**” means the lawsuit, captioned *Krivin v. Penske Media Corp.*, Case No. 2:25-cv-05803, pending in the United States District Court for the Central District of California.

1.2 “**Agreement**” means this Class Action Settlement Agreement.

1.3 “**Attorneys’ Fees and Costs Award**” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection with the Action and the Settlement.

1.4 “**Class Counsel**” means the law firms of Miller Shah LLP and Chimicles Schwartz Kriner & Donaldson-Smith LLP.

1.5 “**Class Notice(s)**” means the Short Form Notices and the Long Form Notice.

1.6 “**Short Form Notices**” means the notices of this Settlement that will be disseminated to the Settlement Class via 4 ¼ x 6-inch postcards and email as set forth herein. There shall be two forms of Short Form Notice: (i) a notice for Settlement Class Members who are not already receiving physical copies of *Rolling Stone* Magazine that informs applicable Settlement Class Members that they may elect both benefits described in paragraph 3.1 and the methods of making such elections (i.e., opting-in), which will be substantially in the form attached hereto as Exhibit 1; and (ii) a notice for Settlement Class Members who are already receiving physical copies of *Rolling Stone* Magazine that informs applicable Settlement Class Members that they have already elected to receive print editions of *Rolling Stone* Magazine consistent with the terms of this agreement but may additionally elect to receive two years of access at no cost to RollingStone.com and the methods of making such election (i.e., opting-in), consistent with the terms of this Agreement,

which will be substantially in the form attached hereto as Exhibit 2. In addition to providing basic information about the Settlement, the Short Form Notices also shall refer to the Settlement Website, which shall contain the Long Form Notice and other information about this Settlement.

1.7 “**Long Form Notice**” means the notice that will be made available on the Settlement Website (which will be substantially in the form attached hereto as Exhibit 3).

1.8 “**CDS Global**” means the magazine fulfillment company owned by Hearst Corporation.

1.9 “**Class Representatives**” means Moss Krivin, Eric Hueg, Kim Gallagher, and Beverly Penninger.

1.10 “**Court**” means the United States District Court for the Central District of California, and the Judge assigned to this Action, the Honorable André Birotte Jr.

1.11 “**Defense Counsel**” means the law firm of DTO Law.

1.12 “**Effective Date**” means seven (7) days after which both the following events have occurred: (i) the Final Approval Order and Final Judgment have been entered and (ii) the Final Approval Order and Final Judgment have become Final.

1.13 “**Fairness Hearing**” means the hearing at which the Court considers final approval of the Settlement.

1.14 “**Final**” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been filed, the time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion for reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, and/or petition has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or expenses will not in any way delay or preclude the Judgment from becoming Final.

1.15 “**Final Approval Order and Final Judgment**” means the order finally approving the terms of this Agreement and a separate judgment to be entered by the Court, pursuant to Federal Rule of Civil Procedure 58(a), dismissing the Action with prejudice.

1.16 “**Notice Date**” means thirty (30) days following the Court’s entry of a Preliminary Approval Order.

1.17 “**Objection Period**” means the 45-day period that begins on the Notice Date and ends 45 days after the Notice Date, or as otherwise determined by the Court. The deadline for the Objection Period will be specified in the Class Notice.

1.18 “**Opt-Out Deadline**” means the last day on which a Settlement Class Member must mail their Opt-Out Request to be excluded from the Settlement Class, which will be 30 days after the Notice Date.

1.19 “**Opt-Out Request**” means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

1.20 “**Preliminary Approval Motion**” means the motion seeking preliminary approval of the Agreement.

1.21 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement substantially in accordance with the terms and conditions set forth in the Agreement, or as required by the Court and reasonably approved by the Parties.

1.22 “**Releases**” mean the releases and waivers set forth in this Agreement and in the Final Approval Order and Final Judgment.

1.23 “**Released Parties**” means (i) PMC and its past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by PMC; and (ii) the past, present, and future shareholders, officers, directors, members, agents, employees, independent contractors, consultants, administrators, representatives, fiduciaries, insurers, attorneys, legal representatives, advisors, predecessors, successors, and assigns of the entities in Part (i) of this Paragraph.

1.24 “**Releasing Parties**” means the Class Representatives and the Settlement Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

1.25 “**RollingStone.com**” means the website RollingStone.com, which is currently a subscription-based news media platform that is separate and distinct from the print version of *Rolling Stone* Magazine and the *Rolling Stone* Magazine E-Edition.

1.26 “**Rolling Stone Magazine**” means the print publication of *Rolling Stone Magazine* that is included in subscriptions to the magazine (i.e., not special editions or newsstand only editions).

1.27 “**Rolling Stone Magazine E-Edition**” means a digital copy of *Rolling Stone Magazine*.

1.28 “**Service Award**” means the amount approved by the Court to be paid to the Class Representatives.

1.29 “**Settlement**” means the settlement of the Action between and among the Class Representatives, the Settlement Class Members, and PMC, as set forth in this Agreement.

1.30 “**Settlement Administrator**” means the administrator of the Settlement. PMC shall administer the Settlement.

1.31 “**Settlement Class**” means all subscribers to *Rolling Stone* magazine living in the United States who purchased a so-called “lifetime” subscription. Excluded from the Class are: PMC and its current officers, directors, employees, subsidiaries, and affiliates; all judges assigned to this case and any members of their immediate families; and the Parties’ counsel in this litigation.

1.32 “**Settlement Class Member(s)**” means any and all persons who fall within the definition of the Settlement Class.

1.33 “**Settlement Website**” means the website created and managed by the Settlement Administrator that will provide Settlement Class Members with access to the Class Notice, case documents, and other information regarding the Settlement. The Settlement Website will be located at www.RS-settlement.com, and will be posted no later than seven days after the Preliminary Approval Order is entered.

2. **SETTLEMENT CLASS CERTIFICATION**

2.1 For purposes of settlement only, the Parties agree to seek provisional certification of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

2.2 The Parties further agree that the Court should make preliminary findings and enter the Preliminary Approval Order granting provisional certification of the Settlement Class subject to the final findings and approval in the Final Approval Order and Final Judgment, and appointing Class Representatives as the representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class.

2.3 PMC does not consent to certification of the Settlement Class (or to the propriety of class treatment) for any purpose other than to effectuate the Settlement of this Action. PMC's agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Class Representatives or any of the provisional Settlement Class Members.

3. SETTLEMENT TERMS, CLASS NOTICE, AND OPT OUTS

3.1 In consideration for the dismissal of the Action with prejudice and the releases provided in this Agreement, PMC agrees to provide Settlement Class Members with the option to: (i) continue to receive the printed edition of their *Rolling Stone* Magazine subscription for as long as printed editions *Rolling Stone* Magazine continue to be published during their lifetime, and (ii) receive two years of access at no cost to RollingStone.com, so long as RollingStone.com is still being published. PMC will cause regular delivery of *Rolling Stone* Magazine to commence within six to twelve weeks after receipt of the Settlement Class Member's opt-in. Settlement Class Members shall only receive the regular issues of *Rolling Stone* magazine, which are included in their lifetime subscription. The Settlement does not apply to special editions of the magazine (e.g., publications not available to subscribers, including without limitation newsstand-only publications). PMC will provide access at no cost to RollingStone.com within fourteen days of receiving the Settlement Class Member's opt in.

3.2 Settlement Class Members who are already receiving the printed edition of *Rolling Stone* Magazine will be treated as part of the Settlement Class and this Settlement will be legally binding on them as well.

3.3 Nothing in this Settlement shall require Rolling Stone to publish any particular number of *Rolling Stone* Magazines in print for any period of time or to continue to publish in print at all. Nothing in the Settlement shall require Rolling Stone to publish a specific number of issues per year or for any period of time in the future.

3.4 If, in the future, *Rolling Stone* Magazine is no longer published in print but the *Rolling Stone* Magazine E-Edition continues to be published electronically, Settlement Class Members will continue to receive the *Rolling Stone* Magazine E-Edition for their lifetime or until the Rolling Stone Magazine E-Edition ceases to be published, whichever comes first. Nothing in this Settlement shall require Rolling Stone to publish any particular number of *Rolling Stone* Magazine E-Edition or to publish *Rolling Stone* Magazine E-Edition at all. Similarly, nothing herein shall require Rolling Stone to continue to publish RollingStone.com or to maintain, alter or revise the methods of access to RollingStone.com.

3.5 PMC will self-administer the Settlement, as described herein, and shall bear all costs of notice and administration of the Settlement including the

costs of disseminating all notices, the claims review and the claim administration process, creating and maintaining the Settlement Website, preparation of required status reports to the parties and/or the Court, and any other notice and administration responsibilities necessitated by the Settlement. PMC may retain third parties, including CDS Global, to assist with its responsibilities. In connection with administering the Settlement, PMC will ensure transparency with Class Counsel and timely provide reasonable updates and information regarding Settlement administration to Class Counsel upon request.

3.6 Notice to Attorneys General: In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days of filing the Settlement in Court PMC shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. Class Representatives and Class Counsel shall cooperate in good faith with PMC and Defense Counsel to provide information reasonably necessary to prepare the CAFA notices.

3.7 Notices to Settlement Class: PMC, as Settlement Administrator, will mail the Short Form Notices on 4 ¼ x 6 inch postcards to all Settlement Class Members at their last-known subscription address, as updated through the United States Postal Service's National Change of Address database. Depending on whether the Settlement Class Member has already requested reinstatement of and is receiving delivery of physical copies of the *Rolling Stone* Magazine, each Settlement Class Member will be sent either the Short Form Notice attached hereto as Exhibit 1 or the Short Form Notice attached hereto as Exhibit 2. At the time of the execution of this Agreement, there were approximately 14,500 Settlement Class Members who will be sent Exhibit 1 and approximately 950 Settlement Class Members who will be sent Exhibit 2. PMC will also send the applicable Short Form Notices to Settlement Class Members to their last known email address reflected in PMC's records.

3.8 PMC shall create a Settlement Website to provide all information about the Settlement as required by Rule 23 and due process, including: the Long Form Notice; instructions on how to submit a claim; instructions on how to contact the PMC, Class Counsel, and Defendant's Counsel for assistance; a portal to submit claims; a copy of the this Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, the Class Counsel Fee and Expenses Application; and other pertinent orders and documents to be agreed upon by counsel for the Parties; and the deadlines for any objections, requests for exclusion, submissions of claims, the date, time and location of the Final Fairness Hearing, and any other relevant information agreed upon by counsel for the Parties.

3.9 Notice Date. The Short Form Notices shall be sent to all Settlement Class Members within thirty (30) days following the Court's entry of a Preliminary Approval Order.

3.10 Class Counsel may also, at their own expense, publicize the Settlement on their own websites and provide a link to the Settlement Website.

3.11 Settlement Class Members shall have the ability to opt-in to the relief identified in Section 3.1 in one of three ways: (1) sending an email to settlement@rollingstone.com; (2) calling 800-552-3632; or (3) responding via an online portal at www.Kravin-rs.com, which will also be linked through the Settlement Website. The Settlement Class Members need only provide their name, email address, and mailing address to opt-in to the relief identified in Section 3.1. The Short Form Notices and the Long Form Notice shall delineate each of these three opt-in options.

3.12 There will be no deadline by which Settlement Class Members must submit their request, i.e., they may submit it at any time in the future.

3.13 A Settlement Class Member who wishes to exclude himself or herself from this Settlement and from the release of claims pursuant to this Settlement, as well as the rights to the relief set forth herein, shall opt by submitting an Opt-Out Request that is mailed to Defense Counsel, address listed below, within thirty (30) days of the Notice Date. To be valid, the Opt-Out Request must (i) be signed; (ii) state the full name, current address, email address, and telephone number of the person requesting exclusion; and (iii) contain a statement that the person requests to be excluded from the Settlement Class. The Opt-Out Request shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

3.14 A Settlement Class Member who has submitted an Opt-Out Request has excluded themselves from the Settlement Class and therefore cannot also submit an objection to the Settlement. Only persons who are Settlement Class Members can object to the Settlement.

3.15 The Settlement Administrator may invalidate mass-generated Opt-Out Requests. "Mass" or "class" requests for exclusion will not be allowed unless signed by each Settlement Class Member who seeks to opt out.

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

3.17 Beginning 30 days after the Notice Date and continuing for three months thereafter, PMC shall provide Class Counsel with monthly status reports reflecting: (1) the number of notices mailed and emailed; (2) the number of mailed and emailed notices returned as undeliverable; and (3) the number of claims received. Thereafter, Class Counsel shall have the ability to reasonably request status updates and reports from PMC, at a frequency not to exceed once per month, as are reasonably necessary to ensure proper administration of this Agreement for a period of time not to exceed one year from the Notice Date; except, however, that at any time PMC shall provide Class Counsel with requested information reasonably necessary to respond to requests from or filings with the Court.

4. PRELIMINARY APPROVAL AND OBJECTIONS

4.1 Solely for purposes of implementing this Agreement and effectuating the proposed Settlement, the Parties agree and stipulate that Class Counsel shall submit to the Court a Motion for Preliminary Approval of the Settlement. Class Counsel will share a draft of the motion seeking preliminary approval of the Settlement with Defense Counsel no less than seven (7) business days before it is filed. Class Counsel will share a draft of the motion seeking final approval of the Settlement with Defense Counsel no less than seven (7) business days before it is filed. This does not include any motions pertaining to an Attorneys' Fees and Costs Award. PMC will not oppose the motions seeking preliminary and final approval, provided they are in accordance with this Agreement. To the extent the Court finds that the Settlement does not meet the standard for preliminary approval, the Parties will negotiate in good faith to modify the Settlement and endeavor to resolve the issue(s) to the satisfaction of the Court.

4.2 Settlement Class Members may object to this Settlement by filing a written objection with the Court and serving any such written objection on counsel for the respective Parties within the Objection Period. Unless otherwise ordered by the Court, the objection must contain: (1) the full name, address, telephone number, and email address of the Settlement Class Member and of the Settlement Class Member's counsel, if any; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) copies of any papers, briefs, or other documents upon which the objection is based; (4) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing, individually and/or through counsel; and (5) the signature of the Settlement Class Member or his/her counsel. If an objecting Settlement Class Member retains counsel in connection with the objection, after serving the objection, the Settlement Class Member shall promptly notify counsel for the respective Parties. Unless otherwise ordered by the Court, Settlement Class Members who do not timely make their objections as provided in this Paragraph will be deemed to have waived all objections and shall not be heard or have the right to appeal any aspect of the Settlement, including any Service Awards or Attorneys' Fees and Costs Award.

4.3 The Short Form Notices and Long Form Notice shall reference the Settlement Website which shall have information advising Settlement Class Members of their right to object and the manner required to do so.

5. RELEASES AND DISMISSAL OF ACTION

5.1 The Releases are a material part of the Settlement for PMC. The Releases shall be construed as broadly as possible to effect complete finality over this Action involving claims that result from, arise out of, are based on, or relate in any way to the practices and claims that were alleged in, or could have been alleged in, the Action.

5.2 Upon the Effective Date, the Releasing Parties will be deemed to have, and by operation of the Final Approval Order and Final Judgment will have fully, finally, and forever released, relinquished, and discharged any and all existing claims, actions, demands, causes of action, suits, debts, obligations, and rights or liabilities for injunctive and/or declaratory relief, of any nature and description whatsoever, known or unknown, existing or preexisting, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) against the Released Parties from the beginning of time up until and including the Effective Date, for any type of relief that can be released as a matter of law, including, without limitation, claims for monetary relief, damages (whether compensatory, consequential, punitive, exemplary, liquidated, and/or statutory), costs, penalties, interest, attorneys' fees, litigation costs, restitution, or equitable relief, which arise from or relate to the claims that were or could have been asserted in the Action relating to lifetime subscriptions to *Rolling Stone* Magazine ("Released Claims"). The Releasing Parties are forever enjoined from taking any action seeking relief against the Released Parties based on any Settlement Class Members' Released Claims.

5.3 After entering into this Agreement, the Parties may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the claims released by this Agreement, but they intend to release fully, finally and forever the Released Claims, and in furtherance of such intention, the Releases will remain in effect notwithstanding the discovery or existence of any such additional or different facts. With respect to the Released Claims, Class Representatives (on behalf of themselves and the Settlement Class Members), through their counsel, expressly, knowingly, and voluntarily waive any and all provisions, rights, and benefits conferred by California Civil Code Section 1542 and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS WHICH THE CREDITOR DOES NOT KNOW

OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.4 The Parties acknowledge, and by operation of law shall be deemed to have acknowledged, that the waiver of the provisions of Section 1542 of the California Civil Code (and any similar State laws) with respect to the claims released by this Agreement was separately bargained for and was a key element of the Settlement.

5.5 By operation of the Final Approval Order and Final Judgment, the Action will be dismissed with prejudice.

5.6 Upon the Effective Date: (a) this Agreement shall be the exclusive remedy for any and all Released Claims of Class Representatives and Settlement Class Members; and (b) Class Representatives and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against Released Parties in any federal or state court or tribunal any and all Released Claims.

6. ATTORNEYS' FEES AND COSTS

6.1 PMC agrees to pay, subject to Court approval, and will not object to Class Representatives' motion for attorney fees up to but not exceeding \$525,000, inclusive of all fees, expenses, and costs ("Attorneys' Fees and Costs Award").

7. SERVICE AWARDS

7.1 In addition to any other benefit to which they may be entitled under the terms of the Settlement, the Parties also agree that Class Counsel may apply to the Court for reasonable Service Awards to each Class Representative consisting of: (i) printed back issues of the *Rolling Stone* magazine (only for any edition they did not already receive in printed form due to the matters raised in the Action), and (ii) a one-time monetary payment of \$2,500 (the "Service Awards").

8. NO ADMISSION OF LIABILITY.

8.1 This Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of PMC or any of its parents, subsidiaries, sister companies, or affiliates with respect to any claim, fault, liability, wrongdoing, or damage whatsoever. PMC and its parents, subsidiaries, sister companies, and affiliates expressly deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have

been alleged, in the Action, and PMC and its parents, subsidiaries, sister companies, and affiliates continue to believe the claims asserted against them in the Action are without merit. Notwithstanding these denials, PMC and its parents, subsidiaries, sister companies, and affiliates have concluded that continuing to litigate the Action would be protracted and expensive and that, in light of its cost, risk, and uncertainty, it is desirable that the Action be fully and finally released as set forth in this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 The Parties intend the Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Agreement constitutes a compromise of contested claims and will not be deemed an admission by PMC or any of its parents, subsidiaries, sister companies, or affiliates or Class Representatives as to the merits of any claim or defense.

9.2 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and addressed as follows:

If to Class Representatives, the Settlement Class, or Class Counsel:

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

If to PMC or Defense Counsel:

DTO Law
William A. Delgado
915 Wilshire Blvd., Suite 1950
Los Angeles, CA 90017

wdelgado@dtolaw.com

and

legal@pmc.com

9.3 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. No extrinsic evidence or parol evidence shall be used to interpret, explain,

construe, contradict, or clarify this Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

9.4 The Parties agree that the consideration provided to the Settlement Class and the other terms of the Agreement were negotiated at arm's length, in good faith by the Parties, and reflect a settlement that was reached voluntarily, after consultation with competent legal counsel.

9.5 Since all Parties and their Counsel participated in the drafting of this Agreement, and it is a result of lengthy, intensive arm's-length negotiations, the presumption that ambiguities shall be construed against the drafter does not apply. None of the Parties will be deemed the drafter of this Agreement for purposes of construing its provisions.

9.6 All headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation or as a substantive part of the Agreement. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded.

9.7 A waiver by one Party of any provision or breach of this Agreement by any other Party shall not constitute a waiver of any other provision or breach of this Agreement.

9.8 Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

9.9 This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic signature shall be deemed to constitute an original signature for the purposes of this Agreement.

9.10 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law principles.

9.11 The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Class Representatives and Settlement Class Members, for purposes of the administration and enforcement of this Agreement.


9.12 Each person executing the Agreement on behalf of any Party hereby warrants that such person has the full authority to do so.

9.13 This Agreement is entered into only for purposes of settlement. If the Court fails to approve the Agreement (or any part thereof) or the Final Approval Order and Final Judgment is not entered into for any reason, the Agreement will be null and void, and the Parties will return to their respective positions as if this Agreement was never negotiated, drafted, or executed.

9.14 The Parties agree that they will not in any manner make any statements publicly or otherwise to any member of the media that disparages the other party or parties to this Action.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.

[Date: 2/24/2026]


MOSS KRIVIN
Class Representative

[Date: 2/23/2026]


KIM GALLAGHER
Class Representative

[Date: 2/23/2026]


ERIC HUEG
Class Representative

[Date: 2/23/2026]


BEVERLY PENNINGER
Class Representative

[Date: _____]

PENSKE MEDIA CORPORATION
Name:
Title:

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.

[Date: _____]

MOSS KRIVIN
Class Representative

[Date: _____]

KIM GALLAGHER
Class Representative

[Date: _____]

ERIC HUEG
Class Representative

[Date: _____]

BEVERLY PENNINGER
Class Representative

[Date: 02 / 23 / 2026]

Judith R. Margolin

PENSKE MEDIA CORPORATION
Name:
Title:

Exhibit 1



NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

You have been identified as a “lifetime” subscriber to *Rolling Stone Magazine* living in the United States, who may be eligible to benefits under a class action settlement.

Please visit the settlement website, www.RS-settlement.com, or call toll-free 1-800-552-3632, for more information on the proposed settlement, including how and when to file a claim for benefits, or object to or exclude yourself from the settlement.

Do not contact the Court for information about the settlement.

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

Rolling Stone “Lifetime” Subscription Settlement
c/o Settlement Administrator
XXX ADDRESS XXX

PRESORT FIRST CLASS POSTAGE PAID CITY/ZIP PERMIT ####

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

What is this Notice about? You have been identified as a “lifetime” subscriber to Rolling Stone Magazine living in the United States, who may be eligible to benefits under a class action settlement. The United States District Court, Central District of California has preliminarily approved a class settlement in a lawsuit entitled *Kravin v. Penske Media Corporation*, 25-cv-05803. The lawsuit alleges that Penske Media Corporation and/or its subsidiaries and affiliates breached contracts for “lifetime” subscriptions of Rolling Stone Magazine and violated the California Consumers Legal Remedies Act by ceasing to deliver print editions of the magazine to subscribers who purchased lifetime subscriptions. PMC and its subsidiaries and affiliates deny all of the claims and deny any liability or wrongdoing. The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a class settlement with no decision or admission of who is right or wrong. The Court will hold a hearing to decide whether to grant final approval of the Settlement. For further details about the lawsuit and the Settlement (including a Long Form Class Notice), important documents including the Settlement Agreement, Preliminary Approval Order, and other court filings relating to the Settlement, and your rights, options, and applicable deadlines, visit the Settlement Website at www.RS-settlement.com.

Am I a Settlement Class Member? You are a Settlement Class Member if you purchased a so-called “lifetime” subscription to Rolling Stone Magazine and are living in the United States.

What benefits are available from the Settlement? The Settlement provides Class Members (1) the opportunity to continue to receive the printed edition of their *Rolling Stone Magazine* subscription, and (2) the opportunity to receive two years of access at no cost to RollingStone.com, so long as they continue to live in the United States.

To receive these settlement benefits, you must make a claim by (a) sending an email to settlement@rollingstone.com; **(b)** calling 800-552-3632; **or (c)** responding via an online portal at www.Kravin-rs.com, which is also linked through the Settlement Website, www.RS-settlement.com. This is a summary only - For further details about the settlement benefits, your rights and options, and applicable procedures and deadlines, please refer to the long form Class Notice and other detailed information on the Settlement Website. There is no deadline to submit a claim.

Can I exclude myself from the Settlement Class? If you timely exclude yourself from the Settlement Class, you will not be able to receive any benefits of the settlement. If you want to exclude yourself, you must mail an Opt-Out Request to Defense Counsel, **postmarked no later than XXXXXX XX, 2026**. The requirements for an Opt-Out Request, and the addresses to whom it must be mailed, are set forth in the longer form Class Notice available at www.RS-settlement.com. If you do not timely exclude yourself, then you will remain in the Settlement Class, can receive any benefits for which you are eligible under the Settlement, and you will be bound by all of the Settlement’s terms and provisions including the release of claims.

Can I object to the settlement? If you want to object to any aspect of the Settlement and/or Class Counsel’s request for Attorneys’ Fees and Costs or class representative Service Awards, you must file an objection with the Court **no later than XXXXXX XX, 202X**. Details and instructions on the requirements for an objection, what needs to be included, and when and how to file it, are contained in the Long Form Class Notice available at www.RS-settlement.com.

Do I have a lawyer in this case? Yes. The Court has appointed the law firms of Chimicles Schwartz Kriner & Donaldson-Smith, LLP and Miller Shah LLP to represent you and the Settlement Class. These attorneys are called Class Counsel, and you will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court’s Final Fairness Hearing. The Court will hold a final Fairness Hearing on **XXXXXXXX XX, 202X at XX:XX x.m.**, at the U.S. Courthouse, 350 West First Street, Los Angeles, CA 90012, to consider whether to approve (1) the Settlement; (2) Class Counsel’s Attorneys’ Fees and Costs application; and (3) the class representatives’ Service Awards. You may request to speak at the final Fairness Hearing by filing a Notice of Intention to Appear with the Court on or before **XXXXXXXX XX, 2026**. The requirements for such Notice are available at www.RS-settlement.com. **The date of the hearing may change without further notice, or may be conducted remotely, so please visit www.RS-settlement.com prior to the hearing for any updated information.** Please visit www.RS-settlement.com or call toll free 1-800-552-3632 to obtain more complete information about the proposed settlement and your rights.

Exhibit 2



NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

You have been identified as a “lifetime” subscriber to *Rolling Stone* Magazine living in the United States, who may be eligible to benefits under a class action settlement.

Please visit the settlement website, www.RS-settlement.com, or call toll-free 1-800-552-3632, for more information on the proposed settlement, including how and when to file a claim for benefits, or object to or exclude yourself from the settlement.

Do not contact the Court for information about the settlement.

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

Rolling Stone “Lifetime” Subscription Settlement
c/o Settlement Administrator
XXX ADDRESS XXX

PRESORT FIRST CLASS POSTAGE PAID CITY/ZIP PERMIT ####

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

What is this Notice about? You have been identified as a “lifetime” subscriber to Rolling Stone Magazine living in the United States, who may be eligible to benefits under a class action settlement. The United States District Court, Central District of California has preliminarily approved a class settlement in a lawsuit entitled *Krivin v. Penske Media Corporation*, 25-cv-05803. The lawsuit alleges that Penske Media Corporation and/or its subsidiaries and affiliates breached contracts for “lifetime” subscriptions of *Rolling Stone* Magazine and violated the California Consumers Legal Remedies Act by ceasing to deliver print editions of the magazine to subscribers who purchased lifetime subscriptions. PMC and its subsidiaries and affiliates deny all of the claims and deny any liability or wrongdoing. The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a class settlement with no decision or admission of who is right or wrong. The Court will hold a hearing to decide whether to grant final approval of the Settlement. For further details about the lawsuit and the Settlement (including a Long Form Class Notice), important documents including the Settlement Agreement, Preliminary Approval Order, and other court filings relating to the Settlement, and your rights, options, and applicable deadlines, visit the Settlement Website at www.RS-settlement.com.

What benefits are available from the Settlement? You have been identified as a Class member whose lifetime subscription to the printed edition of *Rolling Stone* Magazine has already resumed. Pursuant to the Settlement, you will continue to receive the printed edition of the magazine for your lifetime so long as *Rolling Stone* Magazine continues to be published and you continue to live in the United States. You are receiving this notice because you are also eligible to claim two years of access to RollingStone.com under the Settlement.

To receive these settlement benefits, you must make a claim by (a) sending an email to settlement@rollingstone.com; **(b)** calling 800-552-3632; **or (c)** responding via an online portal at www.Krivin-rs.com, which is also linked through the Settlement Website, www.RS-settlement.com. This is a summary only - For further details about the settlement benefits, your rights and options, and applicable procedures and deadlines, please refer to the long form Class Notice and other detailed information on the Settlement Website.

Can I exclude myself from the Settlement Class? If you timely exclude yourself from the Settlement Class, you will not be able to receive any benefits of the settlement. If you want to exclude yourself, you must mail an Opt-Out Request to Defense Counsel, **postmarked no later than XXXXXX XX, 2026**. The requirements for an Opt-Out Request, and the addresses to whom it must be mailed, are set forth in the longer form Class Notice available at www.RS-settlement.com. If you do not timely exclude yourself, then you will remain in the Settlement Class, can receive any benefits for which you are eligible under the Settlement, and you will be bound by all of the Settlement’s terms and provisions including the release of claims.

Can I object to the settlement? If you want to object to any aspect of the Settlement and/or Class Counsel’s request for Attorneys’ Fees and Costs or class representative Service Awards, you must file an objection with the Court **no later than XXXXXX XX, 202X**. Details and instructions on the requirements for an objection, what needs to be included, and when and how to file it, are contained in the Long Form Class Notice available at www.RS-settlement.com.

Do I have a lawyer in this case? Yes. The Court has appointed the law firms of Chimicles Schwartz Kriner & Donaldson-Smith, LLP and Miller Shah LLP to represent you and the Settlement Class. These attorneys are called Class Counsel, and you will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court’s Final Fairness Hearing. The Court will hold a final Fairness Hearing on **XXXXXXXX XX, 202X at XX:XX x.m.**, at the U.S. Courthouse, 350 West First Street, Los Angeles, CA 90012, to consider whether to approve (1) the Settlement; (2) Class Counsel’s Attorneys’ Fees and Costs application; and (3) the class representatives’ Service Awards. You may request to speak at the final Fairness Hearing by filing a Notice of Intention to Appear with the Court on or before **XXXXXXXX XX, 2026**. The requirements for such Notice are available at www.RS-settlement.com. **The date of the hearing may change without further notice, or may be conducted remotely, so please visit www.RS-settlement.com prior to the hearing for any updated information.** Please visit www.RS-settlement.com or call toll free 1-800-552-3632 to obtain more complete information about the proposed settlement and your rights.

Exhibit 3

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

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

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

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

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

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

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

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This Notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

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

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

2. What is this lawsuit about?

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

3. Why is this lawsuit a class action?

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

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT?

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

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

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

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

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

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

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

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

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

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

HOW TO OPT IN TO THE SETTLEMENT

8. How do I receive the Settlement benefits?

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

9. When will I receive my benefits?

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I exclude myself from the Settlement?

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

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

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

15. How will the lawyers be paid?

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

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

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

Your objection must include all of the following:

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

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

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

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

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT’S FAIRNESS HEARING

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

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

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

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

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

19. Do I have to attend the hearing?

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

20. May I speak at the hearing?

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

IF YOU DO NOTHING

21. What happens if I do nothing at all?

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

22. No further notices.

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

GETTING MORE INFORMATION

23. How do I get more information?

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

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

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

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