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10 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

11 MALCOLM GRIFFIN and KARIEM
12 IBRAHIM, each individually and on behalf of
all others similarly situated,

13 *Plaintiffs,*

14 v.

15 TEAM GROUP, INC.,

16 *Defendant.*
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Case No. 2:24-cv-03681-HDV-BFM

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement
2 (“Motion”). Having considered the Settlement Agreement (“Settlement” or “Agreement”), the
3 Motion, all accompanying declarations and exhibits, and all supporting legal authorities and
4 documents, the Court GRANTS the Motion, subject to the following findings and orders. Except as
5 otherwise indicated, capitalized terms shall have the same meaning as ascribed in the Agreement.

6 1. The Court preliminarily certifies the Settlement Class, as defined in §1.29 of the
7 agreement, for the purposes of settlement only. The Court finds, for settlement purposes only, that the
8 Settlement Class satisfies the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil
9 Procedure: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b)
10 there are questions of law and fact common to the Settlement Class; (c) Plaintiffs’ claims are typical
11 of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately
12 protect the interests of the Settlement Class; (e) the questions of law and fact common to the
13 Settlement Class predominate; and (f) a class action is a superior method to adjudicate this dispute.

14 2. The Court preliminarily appoints Plaintiffs Malcolm Griffin and Kariem Ibrahim as
15 Class Representatives of the Settlement Class.

16 3. The Court preliminarily appoints Dovel & Luner, LLP as Class Counsel for the
17 Settlement Class.

18 4. The Court preliminarily finds that the terms of the Settlement are fair, reasonable and
19 adequate. The Court finds that each of the factors under Rule 23(e) favor preliminary approval: (a)
20 the Class Representatives and Class Counsel have adequately represented the class; (b) the Settlement
21 was negotiated at arm’s length; (c) the relief provided for the class is adequate, taking into account
22 the applicable factors under Rule 23(e)(2)(c); and (d) the proposal treats class members equitably
23 relative to each other. The Court finds that none of the signs of collusion set forth in *In re Bluetooth*
24 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011)—a disproportionate distribution of the
25 settlement fund to counsel, a clear sailing provision, or a reverter provision—are present in the
26 Settlement.

27 5. The Court approves the proposed notice plan, including the form and content of the
28 notice and the method of its dissemination as set forth in the Agreement. The Court finds that the

notice plan complies with the requirements of due process and Rule 23, including that it provides for the best notice that is practicable under the circumstances. The Court finds that the notice fully apprises Settlement Class Members of their rights under the Settlement.

6. The Court appoints Angeion Group as Settlement Administrator, and authorizes the Settlement Administrator to implement the notice plan as set forth in the Agreement.

7. The Court approves the proposed claims procedure, including the substance of the claim form, as set forth in the Agreement.

8. The Court approves the proposed procedures for objections and requests for exclusion as set forth in the Agreement.

9. The Court orders the following schedule.

Event	Date
Notice Date, as defined in §1.19 of the Agreement	No later than 30 days after entry of the order granting Preliminary Approval
Plaintiffs to file a Motion for Attorneys' Fees, Costs, and Incentive Awards	14 days before Objection/Exclusion Deadline
Objection/Exclusion Deadline	45 days after Notice Date
Claims Deadline	60 days after Notice Date
Plaintiffs to file a Motion for Final Approval of the Settlement	No earlier than 21 days after Claims Deadline
Final Approval Hearing	[September 3, 2026]

10. The Court hereby sets a Final Approval Hearing on September 3, 2026 at 10:00 a.m. in Courtroom 5B of the United States District Court for the Central District of California, located at First Street Courthouse, 350 W. 1st Street, Los Angeles, CA 90012. The Court may continue or adjourn the Final Approval Hearing without further notice to Settlement Class Members.

11. By entering this order, the Court makes no determination on the merits of Plaintiffs'

1 allegations. Neither the Agreement nor any related documents or communications will be construed
2 or used in any proceeding as an admission or evidence of wrongdoing or liability on the part of
3 Defendant.

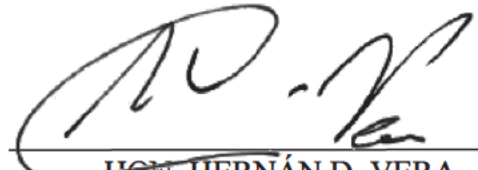
4 12. If for any reason the Court does not execute and file a final approval order, or if the
5 Effective Date of the Settlement does not occur for any reason, the Parties will be restored to the
6 status quo ante as set forth in the Agreement. In such event, the Settlement Class will be deemed
7 vacated, and the certification of the Settlement Class for settlement purposes will not be considered
8 or used in connection with any class certification proceedings.

9 13. All proceedings in the Action are stayed except as necessary to implement the
10 Settlement.

11 14. The Court retains jurisdiction over the Action and the Parties for purposes of the
12 Settlement.

13 **IT IS SO ORDERED.**

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15 Dated: April 7, 2026

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18 HON. HERNÁN D. VERA
19 United States District Judge
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