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

18 TRISTAN HURD and KEN DIMICCO, each
19 individually and on behalf of all others
similarly situated,

20 *Plaintiffs,*
21 v.

22 G.SKILL INTERNATIONAL ENTERPRISE
23 CO., LTD., G.SKILL USA, INC., NEUTECK,
24 INC., and RACERSPEED, INC.,

Case No. 2:22-cv-00685-SSS-MARx

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

NOTE CHANGES MADE BY COURT

25 *Defendants.*

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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 Motion, all
3 accompanying declarations and exhibits, and all supporting legal authorities and documents, the Court
4 GRANTS the Motion, subject to the following findings and orders. Except as otherwise indicated,
5 capitalized terms shall have the same meaning as ascribed in the Agreement.

6 1. The Court preliminarily certifies the Settlement Class, as defined in §1.30 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) there
10 are questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the
11 claims of the Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately protect the
12 interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class
13 predominate; and (f) a class action is a superior method to adjudicate this dispute.

14 2. The Court preliminarily appoints Plaintiffs Tristan Hurd and Ken Dimicco as Class
15 Representatives of the Settlement Class.

16 3. The Court preliminarily appoints Dovel & Luner, LLP and Kneupper Covey, PC as
17 Class Counsel under Rule 23(g).

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

26 5. The Court approves the proposed notice plan, including the form and content of the
27 notice and the method of its dissemination as set forth in the Agreement. The Court finds that the notice
28 plan complies with the requirements of due process and Rule 23, including that it provides for the best

1 notice that is practicable under the circumstances. The Court finds that the notice fully apprises
2 Settlement Class Members of their rights under the Settlement.

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

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

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

9 9. The Court orders the following schedule.

10 Event	11 Date
11 Notice Date, as defined in §1.19 of the Agreement	12 No later than 30 days after entry of the order 13 granting Preliminary Approval 2/6
14 Plaintiffs to file a Motion for Attorneys' Fees, 15 Costs, and Incentive Awards	16 14 days before Objection/Exclusion Deadline
17 Objection/Exclusion Deadline	18 60 days after Notice Date 4/7
18 Claims Deadline	19 60 days after Notice Date 4/7
20 Plaintiffs to file a Motion for Final Approval of the Settlement	21 No earlier than 21 days after Claims Deadline
21 Final Approval Hearing	22 June 5, 2026 at 2:00 p.m.

22 10. The Court hereby sets a Final Approval Hearing on **June 5, 2026 at 2:00 p.m.** in
23 Courtroom 2 of the United States District Court for the Central District of California, located at 3470
24 Twelfth Street, Riverside, California 92501. The Court may continue or adjourn the Final Approval
25 Hearing without further notice to Settlement Class Members.

26 11. By entering this order, the Court makes no determination on the merits of Plaintiffs'
27 allegations. Neither the Agreement nor any related documents or communications will be construed or
28 used in any proceeding as an admission or evidence of wrongdoing or liability on the part of Defendants.

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

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

7 14. The Court retains jurisdiction over the Action and the Parties for purposes of the
8 Settlement.

9 **IT IS SO ORDERED.**

10 Dated: January 7, 2026



HON. SUNSHINE S. SYKES
UNITED STATES DISTRICT JUDGE