

EXHIBIT 1

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANTONIO MCKINNEY, CLINT SUNDEEN,
and JOSEPH ALCANTARA, each
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CORSAIR GAMING, INC.,

Defendant.

Case No. 4:22-cv-00312-JST

**CLASS ACTION SETTLEMENT
AGREEMENT**

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among the Class Representatives (as defined below, including Plaintiffs Antonio McKinney, Clint Sundeen, and Joseph Alcantara (“Plaintiffs”)), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Corsair Gaming, Inc. (“Corsair” or “Defendant”) (collectively, the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court.

RECITALS

A. On January 14, 2022, Plaintiff Antonio McKinney filed suit against Defendant Corsair Gaming, Inc. in the U.S. District Court for the Northern District of California, Case No. 4:22-cv-00312 (the “Action”).

B. On March 18, 2022, Plaintiff Clint Sundeen joined the Action with the First Amended Complaint, and on January 26, 2023, Plaintiff Joseph Alcantara joined with the Fourth Amended Complaint.

C. Plaintiffs allege that, during the Class Period, Defendant deceptively advertised and labeled the speed of its DDR-4 and DDR-5 DRAM (non-laptop) memory products with base speeds over 2133 MHz or 4800 MHz, respectively. Plaintiffs allege violations of consumer protection statutes and also bring claims for breach of express warranty. Plaintiffs seek injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

D. After full briefing on multiple motions to dismiss, Plaintiffs filed their Motion for Class Certification on September 1, 2023, with declarations in support thereof from four experts: Kevin Almeroth, Thomas Maronick, Colin Weir, and Hal Singer. On December 8, 2023, Defendant filed its opposition to the motion and submitted declarations in support thereof from three experts: Ran Kivetz, Paul D. Martin, and Joao C. dos Santos. Plaintiffs filed their reply on February 1, 2024.

1 E. Prior to and throughout the class certification briefing, the Parties exchanged
2 substantial discovery, with both sides serving and preparing initial disclosures, requests for
3 production, and interrogatories. The Parties also met extensively in connection with the discovery
4 requests. In August 2023, Plaintiffs took the depositions of Corsair 30(b)(6) witnesses Andy Paul
5 and Ryan Keeley. Between September 2023 and January 2024, Defendant took the depositions of
6 Plaintiffs Antonio McKinney, Clint Sundeen, Joseph Alcantara, and all of Plaintiffs' experts.

7 F. On February 2, 2024, Defendant filed its *Daubert* motions to exclude the opinions of
8 Plaintiffs' experts Colin Weir, Hal Singer, Kevin Almeroth, and Thomas Maronick. Plaintiffs filed
9 their *Daubert* oppositions on February 15, 2024. Defendant filed its *Daubert* reply briefs on
10 February 22, 2024.

11 G. After full briefing of the class certification motion and *Daubert* motions, the Parties
12 agreed to participate in a mediation before Antonio Piazza of Mediated Negotiations. The Parties
13 submitted their mediation briefs on March 5, 2024. On March 12, 2024, the Parties attended a full-
14 day in-person mediation and reached an agreement on certain settlement terms.

15 H. Based on the above-outlined litigation, the current state of the law, the expense,
16 burden and time necessary to prosecute the Action through trial and possible appeals, the risks and
17 uncertainty of further prosecution of this Action considering the defenses at issue, the sharply
18 contested legal and factual issues involved, and the relative benefits to be conferred upon the
19 Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded
20 that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the
21 best interests of the Settlement Class in light of all known facts and circumstances.

22 I. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs
23 or any putative Class Member has been damaged in any amount or at all in connection with the
24 claims alleged in the Action, and further contends that, for any purpose other than this Settlement,
25 this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or
26 potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant
27 maintained during the entire pendency of the Action, and continues to maintain, that the challenged
28 practices and conduct are not deceptive, misleading, or otherwise unlawful as a matter of law and are

not susceptible to class treatment. Even so, Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing this Action has and will further detract from resources that may otherwise be used to run Defendant's business. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to Plaintiffs' claims and their request for class certification, Defendant has determined that the Settlement is fair, adequate, and reasonable.

J. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that were alleged or could have been alleged in the Action or which arise from the same facts and claims alleged in the Action. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1. "Action" means the case captioned *McKinney et al. v. Corsair Gaming, Inc.*, Case No. 4:22-cv-00312, pending in the United States District Court for the Northern District of California.

1.2. "Agreement" or "Settlement" or "Settlement Agreement" means this Class Action Settlement Agreement.

1.3. "Approved Claim" means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1 **1.4. “Claim Form”** means the document substantially in the form attached hereto as
 2 Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class
 3 Members who wish to file a claim for a Settlement Payment, shall be available in electronic and
 4 paper format.

5 **1.5. “Claims Deadline”** means the date by which all Claim Forms must be postmarked or
 6 submitted on the Settlement Website, which shall be sixty (60) days after the Notice Date. The
 7 Claims Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well
 8 as in the Notice and the Claim Form.

9 **1.6. “Class Counsel”** means Richard Lyon, Simon Franzini, Jonas Jacobson, and Grace
 10 Bennett of Dovel & Luner, LLP and Cyclone Covey and Kevin Kneupper of Kneupper Covey, PC.

11 **1.7. “Class Period”** means the time period beginning on January 14, 2018 and ending on
 12 the date the Court grants Preliminary Approval.

13 **1.8. “Class Representatives”** means Plaintiffs Clint Sundeen, Joseph Alcantara, and
 14 Antonio McKinney.

15 **1.9. “Court”** means the United States District Court for the Northern District of
 16 California, the Honorable Jon S. Tigar presiding, or any Judge who shall succeed him as the Judge
 17 assigned to the Action.

18 **1.10. “Defendant” or “Corsair”** means Corsair Gaming, Inc.

19 **1.11. “Defendant’s Counsel”** means Terence N. Hawley, Emily F. Lynch, Mariah K.
 20 Fairley, and Quynh La of Reed Smith, LLP.

21 **1.12. “Effective Date”** means the date upon which the last (in time) of the following events
 22 occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final
 23 Approval Order; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally
 24 affirms and leaves in place the Final Approval Order without any material modification, of all
 25 proceedings arising out of the appeal(s); or (iii) the date of final dismissal of any such appeal or the
 26 final dismissal or resolution of any proceeding on certiorari with respect to the Final Approval Order.
 27 The Effective Date is further subject to the conditions set forth in Section 9.1.

1 **1.13. “Escrow Account”** means the separate, interest-bearing escrow account to be
2 established by the Settlement Administrator under terms acceptable to all Parties. The Escrow
3 Account will be at an FDIC-insured depository institution of the Settlement Administrator’s choice
4 (subject to any Party’s reasonable veto). The costs of establishing and maintaining the Escrow
5 Account shall be paid from the Settlement Fund.

6 **1.14. “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses
7 awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

8 **1.15. “Final Approval Hearing”** means the hearing before the Court where the Plaintiffs
9 will request that the Final Judgment be entered by the Court finally approving the Settlement as fair,
10 reasonable and adequate, and approving the Fee Award and any incentive awards to the Class
11 Representatives.

12 **1.16. “Final Judgment” or “Final Approval Order”** means the final judgment and order
13 to be entered by the Court approving the Agreement and dismissing with prejudice the claims of the
14 Class Representatives and the Settlement Class after the Final Approval Hearing.

15 **1.17. “Notice”** means the notice of this Settlement and Final Approval Hearing, which is to
16 be sent to the Settlement Class substantially in the manner set forth in this Agreement and approved
17 by the Court, is consistent with the requirements of Due Process and Rule 23, and which is
18 substantially in the form of Exhibits B, C, and D attached hereto.

19 **1.18. “Net Settlement Fund”** means the Settlement Fund; plus any interest or investment
20 income earned on the Settlement Fund; less any Fee Award, incentive awards to the Class
21 Representatives, taxes on interest or investment income, and Settlement Administration Expenses.

22 **1.19. “Notice Date”** means the date upon which the Notice set forth in Section 4 is
23 complete, which shall be a date no later than thirty (30) days after entry of Preliminary Approval
24 unless some other date is set by the Court.

25 **1.20. “Objection/Exclusion Deadline”** means the date by which a written objection to this
26 Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must
27 be postmarked and/or filed with the Court, which shall be designated as thirty-five (35) days
28 following the Notice Date, or such other date as ordered by the Court.

1 **1.21. “Plaintiffs”** mean Antonio McKinney, Clint Sundeen, and Joseph Alcantara, the
2 plaintiffs in the Action.

3 **1.22. “Preliminary Approval”** means the order preliminarily approving the Settlement,
4 preliminarily certifying the Settlement Class for settlement purposes, preliminarily appointing Class
5 Counsel and the Class Representatives, approving the form and manner of the Notice, and scheduling
6 the Final Approval Hearing.

7 **1.23. “Products”** means any Corsair DDR-4 (non-SODIMM/laptop) memory product with
8 a base or default (*i.e.*, JEDEC standard Serial Presence Detect or “SPD”) speed over 2133 megahertz
9 (MHz) or any Corsair DDR-5 (non-SODIMM/laptop) memory product with a base or default speed
10 over 4800 megahertz.

11 **1.24. “Prospective Measures”** means those activities set forth in Sections 2.2 (a) – (c).

12 **1.25. “Released Claims”** means any and all actual, potential, filed, known or unknown,
13 fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities,
14 rights, causes of action, contracts or agreements, extracontractual claims, damages, punitive,
15 exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including
16 “Unknown Claims,” as defined below), whether in law or in equity, accrued or unaccrued, direct,
17 individual or representative, of every nature and description whatsoever, whether based on
18 California’s Unfair Competition Law, California’s False Advertising Law, California’s Consumer
19 Legal Remedies Act, New York’s General Business Law Sections 349 or 350, or on claims of breach
20 of express warranty, or on any other federal, state, local, statutory or common law, or on any other
21 law, rule, regulation, or theory, that the Releasing Parties had, have, or may hereafter have, in any
22 court, tribunal, or other adjudicatory or administrative body of any kind, against the Released Parties,
23 or any of them, on the basis of, arising out of, or relating to the claims or facts alleged, or that could
24 reasonably have been alleged, in the Action, including, without limitation, any claims regarding the
25 Products’ marketing, marketing materials, packaging, labeling, advertising, distribution, or
26 descriptions of any kind or nature (including any website content) with respect to the Products’
27 performance or speeds (*i.e.*, data transfer rates or frequencies), as well as any related facts,
28 transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions,

failures to act, or other conduct relating to the Products’ performance or speeds. For the avoidance of doubt, this release includes, without limitation, any claims that Corsair directly or indirectly misled or otherwise deceived the Releasing Parties with respect to (1) the Products’ JEDEC standard or “out of the box” speeds, (2) complexities, risks, defects, or reliability, compatibility, or stability issues associated with achieving the Products’ advertised speeds, (3) overclocking the Products or running the Products above JEDEC standard speeds, or (4) firmware or other adjustments; as well as any claims that the Releasing Parties paid a price premium or otherwise incurred economic damages or losses associated with any such alleged deception or injury. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action.

1.26. “Released Parties” means Defendant and its present, former, or future, administrators, predecessors, successors, assigns, parents, affiliates, subsidiaries, holding companies, investors, divisions, employees, agents, representatives, consultants, independent contractors, manufacturers, directors, service providers, vendors, resellers, managing directors, officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any other representatives of any of these persons and entities, but only in their capacity as such.

1.27. “Releasing Parties” means Plaintiffs and other Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities. Settlement Class Members who properly execute a timely request to be excluded from this Settlement are not Releasing Parties.

1.28. “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice, hosting the Settlement Website, processing Claim Forms, responding to inquiries from members of the Settlement Class, distributing Settlement

Payments for Approved Claims, related tax expenses, fees of the escrow agent, and related services. The Settlement Administrator's fixed fee for Settlement Administration, including all fraud-protection measures, is \$450,000. The fixed fee will be paid to the Settlement Administrator from the Settlement Fund in two installments: a first installment of \$325,000, to be paid within thirty (30) days of Preliminary Approval; and a second installment of \$125,000, to be paid on the Effective Date.

1.29. "Settlement Administrator" means Angeion Group, subject to Court approval, who shall oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.30. "Settlement Class" means all individuals in the United States who purchased one or more Products from January 14, 2018 to the date the Court grants Preliminary Approval. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest and their current or former officers, directors, and employees, (3) counsel of record (and their respective law firms) for the Parties; (4) persons who properly execute and file a timely request for exclusion from the class, and (5) the legal representatives, successors or assigns of any such excluded persons.

1.31. "Settlement Class Member" means any person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.

1.32. "Settlement Fund" means the non-reversionary cash fund that shall be established by Defendant in the total amount of five million five hundred thousand dollars (\$5,500,000.00), to be deposited by Defendant into the Escrow Account pursuant to Section 2, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, including the cost of establishing and maintaining the Escrow Account, any incentive awards to the Class Representatives, taxes, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the amounts in the Settlement Fund and the payment of

all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligation under this Agreement.

1.33. "Settlement Payment(s)" means the payment(s) from the Net Settlement Fund to be made to Settlement Class Members with Approved Claims.

1.34. "Settlement Website" means the website to be created, launched, and maintained by the Settlement Administrator which shall allow for the electronic submission of Claim Forms and shall provide access to relevant case documents including the Notice, information about the submission of Claim Forms, and other relevant documents. The Settlement Website shall also advise the Settlement Class of the total value of the Settlement Fund. The Settlement Website shall remain accessible until thirty (30) days after the Effective Date or termination of this Settlement Agreement.

1.35. "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not object to the Settlement, or to seek exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is

their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. Further, Class Representatives and the Settlement Class agree that this waiver is an essential and material term of the Settlement Agreement, and that without such waiver, Defendant would not have accepted or agreed to the Settlement Agreement.

2. **SETTLEMENT RELIEF**

2.1 **Monetary Compensation.**

(a) Defendant shall pay or cause to be paid into the Escrow Account five million five hundred thousand dollars (\$5,500,000.00) within fourteen (14) days after Preliminary Approval.

(b) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim for up to five (5) qualifying purchases of a Product per household without proof of purchase. Settlement Class Members seeking to file a claim for more than five (5) qualifying purchases per household will be required to provide the Claims Administrator with reasonable proof of purchase. Each Settlement Class Member with an Approved Claim shall be entitled to a pro rata portion of the Net Settlement Fund based on the number of Products they purchased.

(c) Within forty-five (45) days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved Claims via electronic payment or check, at the Class Member's election.

(d) All cash payments issued to Settlement Class Members via physical check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred eighty (180) days after the date of issuance, such funds shall be directed to Khan Academy or such other *cy pres* recipient approved by the Court whose work is closely related to the issues raised by this litigation and/or furthers the objectives of this Settlement Agreement, and to whom neither the Parties nor their counsel are affiliated. The Parties agree that Khan Academy is an appropriate *cy pres* recipient. Neither the Parties nor their counsel are affiliated with Khan Academy.

(e) Under no circumstances will any amount of the Settlement Fund revert to Defendant unless the Settlement is terminated in accordance with Section 7.

2.2 Prospective Measures. To the extent it has not already done so, Defendant shall undertake commercially reasonable efforts to implement the following changes within ninety (90) days of the Effective Date (the “Implementation Date”):

(a) Packaging: On the packaging of Products that include a rated speed on the front, Corsair will implement the following changes:

- i. If the packaging lists a rated speed, the rated speed will be listed as an “up to” speed with an asterisk (for example, instead of a listed speed of “3200 MHz,” the speed will be listed as “up to 3200 MHz*”).
- ii. A footer on the front of the packaging will include the following text corresponding to the asterisk: “* Requires overclocking/PC BIOS adjustments. Maximum speed and performance depend on system components, including motherboard and CPU.”

(b) Website: On its website (www.corsair.com), if Corsair lists the rated speed on the product page for a Product, Corsair will list that rated speed as an “up to” speed and will include the same note appearing on the packaging: “Requires overclocking/PC BIOS adjustments. Maximum speed and performance depend on system components, including motherboard and CPU.”

(c) Content provided to resellers: In product specifications that Corsair provides to resellers, if Corsair lists the rated speed for a Product in the product specifications, Corsair will list the rated speed for each Product as an “up to” speed and will include the same note appearing on the packaging: “Requires overclocking/PC BIOS adjustments. Maximum speed and performance depend on system components, including motherboard and CPU.”

(d) Corsair shall have sole discretion regarding the implementation and manner of implementation of the changes described in this Section 2.2, provided the additional disclosures are reasonably legible to consumers. Corsair shall be allowed to sell through its existing inventory of Products and packaging materials, and the changes described in this Section 2.2 will apply only to Products as to which manufacturing is completed on or after the Implementation Date. Corsair has no obligation under this Settlement Agreement to refrain from selling any Products completed prior

to the Implementation Date, to recall, update, or destroy any Products, or to otherwise remove existing Products from the distribution chain, including with respect to Products previously sold to third-party resellers. Corsair does not know when resellers will sell through their inventory or offer Products with revised labeling. This Settlement Agreement creates no obligation on Corsair's part to continue to offer any Products for sale or resale. Except as expressly set forth in this Section 2.2, Corsair is not required to make any other changes with respect to the Products or its business.

(e) The sole remedy for breach of the relief described in this Section 2.2 shall be an action to enforce the terms of this Settlement Agreement. Breach of the injunctive relief terms shall not be deemed to be a violation of the Court's Final Approval Order.

(f) If, after the Implementation Date, Corsair seeks to modify or remove the disclosures described in this Section 2.2 for any of the Products, Corsair will notify Plaintiffs, through Class Counsel, of the proposed change. Plaintiffs will have thirty (30) days from the date of notice to approve or disapprove the change, and consent shall not be unreasonably withheld. If Corsair and Plaintiffs cannot agree on whether the proposed change should be allowed, the Parties agree to submit that dispute, and only that dispute, to binding arbitration with JAMS, under the JAMS Comprehensive Arbitration Rules & Procedures. Corsair will bear the costs of the arbitration, but the Parties will bear their own attorneys' fees and expenses.

3. RELEASES

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. The Releasing Parties will be deemed to have agreed and covenanted not to sue any of Released Parties with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

3.3. Upon the Effective Date, the Released Parties, and each of them, further shall by operation of the Final Judgment have fully, finally, and forever released, relinquished, and discharged

all claims against Plaintiffs, the Settlement Class, and Class Counsel that arise out of or relate to the commencement, prosecution, settlement, or resolution of the Action, except for claims to enforce the terms of the Settlement.

4. NOTICE

4.1. To effectuate the Notice Plan, within twenty-eight (28) days of the execution of this Settlement Agreement:

(a) To the extent reasonably available, Defendant shall provide the Settlement Administrator (but not Class Counsel) with names, email addresses, and mailing addresses for Settlement Class Members who purchased Products directly through the Corsair webstore. Plaintiffs recognize that most Product sales were made by independent resellers and not by Corsair.

(b) The Settlement Administrator will use the information obtained through Section 4.1(a) to create the “Class List,” which will not be shared with the Class Representatives or Class Counsel. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity, mailing and e-mail addresses of all persons, strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class Members of their rights, distributing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

(c) The Parties and the Settlement Administrator are familiar with the Procedural Guidance for Class Action Settlements, and are taking measures to ensure compliance with the guidance.

4.2. Notice Plan. The Notice Plan shall consist of the following:

(a) *Direct Notice via Email and/or U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable: (i) correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice, and if still undeliverable (ii) send Notice substantially in the form attached as Exhibit C via First Class

1 U.S. Mail, provided an associated U.S. Mail address is contained in the Class List.

2 (b) *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will
3 update the U.S. mail addresses of persons on the Class List using the National Change of Address
4 database and other available resources deemed suitable by the Settlement Administrator. The
5 Settlement Administrator shall take all reasonable steps to obtain the correct address of any
6 Settlement Class Members for whom Notice is returned by the U.S. Postal Service as undeliverable
7 and shall attempt re-mailings.

8 (c) *Settlement Website.* Within thirty (30) days after Preliminary Approval, Notice shall
9 be provided on a website at [DDR4&DDR5DesktopMemorySpeedSettlement.com], which shall be
10 administered and maintained by the Settlement Administrator and shall include the ability to file
11 Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the
12 form of Exhibit D hereto, and will provide information about the Settlement, including instructions
13 on how to opt out of or object to the Settlement if a Class Member so chooses. The Settlement
14 Website shall also advise the Settlement Class of the total value of the Settlement Fund.

15 (d) *Digital Publication Notice.* The Settlement Administrator will supplement the direct
16 mail postcard and email notice with Internet banner ads, which will appear on websites likely to be
17 visited by Settlement Class Members. These ads will run for one month and will contain active
18 hyperlinks to the Settlement Website. The final banner ads, and the banner ad program, to be used
19 shall be subject to the final approval of Defendant and Class Counsel, approval not to be
20 unreasonably withheld.

21 (e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the
22 Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the
23 Attorney General of the United States and all appropriate State officials notice of the proposed
24 settlement as required by law.

25 **4.3.** The Notice shall advise the Settlement Class of their rights under the Settlement,
26 including the right to be excluded from or object to the Settlement or its terms. The Notice shall
27 specify that any objection to the Settlement Agreement, and any papers submitted in support of said
28 objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the

Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Class Member making the objection files notice of an intention to do so and at the same time files copies of such papers he or she proposes to be submitted at the Final Approval Hearing. An unrepresented Class Member may submit such papers to the Clerk of the Court or, if registered for electronic filing, through the Court's CM/ECF system. A Class Member represented by counsel must timely file any objection through the Court's CM/ECF system.

4.4. Right to Object or Comment. Any Settlement Class Member who intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector and must include: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (6) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that they were a United States resident who purchased one or more Products from Defendant during the Class Period; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. All written objections must be filed with or otherwise received by the Court, and e-mailed or delivered to Class Counsel and Defendant's Counsel, no later than the Objection/Exclusion Deadline. The postmark or electronic timestamp will be the exclusive means used to determine whether the objection or notice to appear has been timely submitted. The Class Representatives, Class Counsel, and/or Defendant may file responses to any timely written objections no later than seven (7) days prior to the Final Approval Hearing. Any Settlement Class Member who fails to timely file or submit a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement or appear at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement by appeal or other means, and shall be deemed

1 to have waived his or her objections and be forever barred from making any such objections in the
2 Action or any other action or proceeding.

3 **4.5. Right to Request Exclusion.** Any Settlement Class Member may request to be
4 excluded from the Settlement Class by sending a written request that is received on or before the
5 Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the
6 right to be excluded, a person in the Settlement Class must timely send a written request for exclusion
7 to the Settlement Administrator that (i) provides his/her name, (ii) identifies the case by name,
8 “McKinney et al. v. Corsair Gaming, Inc., No. 4:22-cv-00312 (N.D. Cal.),” or in some substantially
9 similar, reasonably identifiable fashion, (iii) identifies the specific DRAM purchased (by SKU
10 number or by identifying the product line, GB, MHz speed, and number of modules in the product)
11 while residing in the United States, (iv) states the individual’s current contact telephone number, U.S.
12 Mail address, and email address, (v) is physically signed by the individual seeking exclusion, and (vi)
13 contains a statement to the effect that “I hereby request to be excluded from the proposed Settlement
14 Class.” Mass, class, or group exclusions will not be permitted or recognized. The Settlement
15 Administrator shall create a dedicated e-mail address to receive exclusion requests electronically,
16 provided they meet the listed criteria of this paragraph. A request for exclusion that does not include
17 all of the foregoing information, that is sent to an address other than that designated in the Notice, or
18 that is not received within the time specified shall be invalid, and the individual serving such a
19 request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement
20 Class Member by this Settlement Agreement, if approved by the Court. Any person who timely and
21 properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or
22 Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any
23 rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No
24 person may request to be excluded from the Settlement Class through a “mass” or “class” opt-out,
25 meaning, inter alia, that each individual who seeks to opt out must send an individual, separate
26 request to the Settlement Administrator that complies with all requirements of this paragraph.

27 **5. CLAIMS PROCESS AND SETTLEMENT ADMINISTRATION**

28 **5.1.** The Settlement Administrator shall, under the supervision of the Court, administer the

relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request, subject to appropriate confidentiality restrictions. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, and the amount distributed to any *cy pres* recipient. Without limiting the foregoing, the Settlement Administrator shall:

(a) Receive requests to be excluded from the Settlement Class and promptly provide Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion requests after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(b) Provide weekly reports to Class Counsel and Defendant's Counsel regarding the number of Claim Forms received, the number of qualifying purchases associated with the Claim Forms received, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(c) Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2. The Settlement Administrator shall distribute Settlement Payments according to the provisions enumerated in Section 2.1.

5.3. The Settlement Administrator is aware of recent increases in fraudulent claims against settlement funds and shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-

referencing Approved Claims with the Class List. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-one (21) days after the Claims Deadline. In the event the Settlement Administrator receives such information more than twenty-one (21) days after the Claims Deadline, then any such claim shall be denied. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.4 Claims must be submitted by the Settlement Class Member. Except for claims submitted by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, a deceased individual, or those expressly permitted by the terms of this Agreement, claims submitted by a person other than a Settlement Class Member will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.

5.5 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any individual submitting a Claim Form.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

6.1. Promptly after execution of this Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, C, and D hereto, and shall include, among other provisions, a request that the Court:

(a) Appoint Plaintiffs Antonio McKinney, Clint Sundeen and Joseph Alcantara as Class Representatives of the Settlement Class for settlement purposes only;

(b) Appoint Class Counsel to represent the Settlement Class for settlement purposes only;

(c) Certify the Settlement Class under Fed. R. Civ. P. 23 for settlement purposes only;

(d) Preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;

(e) Approve the form and contents of the Notice and the method of its dissemination to the Settlement Class;

(f) Approve the deadlines for settlement administration set forth in this Agreement; and

(g) Schedule a Final Approval Hearing to review comments and/or objections regarding the Settlement; to consider its fairness, reasonableness, and adequacy; to consider the application for any Fee Award and incentive awards to the Class Representatives; and to consider whether the Court shall issue a Final Judgment approving this Agreement and dismissing the Action with prejudice.

6.2. Final Approval Order. After Notice is given, and no earlier than twenty-one (21) days following the Claims Deadline, Class Counsel shall move the Court for final approval and entry of a Final Judgment. The motion shall include, among other provisions, a request that the Court:

(a) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the Releasing Parties with respect to the Released Claims;

(b) find that the Notice implemented pursuant to the Agreement (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to the Settlement or exclude themselves from the Settlement Class, and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of the Federal Rules of

Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(c) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

(d) dismiss the Action (including all individual claims and class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(e) incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;

(f) permanently bar and enjoin all Settlement Class Members who have not properly sought exclusion from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction or forum based on the Released Claims; and

(g) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose.

6.3. The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

7. TERMINATION OF SETTLEMENT

7.1. Defendant shall have the right and sole discretion, but not the obligation, to terminate the Settlement Agreement if more than five hundred (500) members of the Settlement Class validly exclude themselves from the Settlement. Notification of intent to terminate the Settlement Agreement must be provided within ten (10) days from the date that the Settlement Administrator provides a list of exclusions following expiration of the opt out deadline. If this Settlement Agreement is terminated, it will be deemed null and void ab initio.

7.2. Subject to Sections 9.1-9.3 below, the Parties to this Settlement Agreement shall

1 additionally have the right to terminate this Agreement by providing a Termination Notice to all other
 2 Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to
 3 grant Preliminary Approval of this Agreement; (ii) the Court's refusal to enter the Final Approval
 4 Order or Final Judgment in the Action; (iii) or the date upon which the Final Judgment is modified or
 5 reversed in any material respect by the Court of Appeals or the Supreme Court.

6 **8. INCENTIVE AWARDS AND CLASS COUNSEL'S ATTORNEYS' FEES AND**
 7 **REIMBURSEMENT OF EXPENSES**

8 **8.1. The Fee Award.** Pursuant to Fed. R. Civ. P. 23(h), Class Counsel intend to request an
 9 award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount determined by
 10 the Court as the Fee Award. Class Counsel will make this request in the form of a motion to be filed
 11 thirty-five (35) days before the Objection/Exclusion Deadline. Without the Parties having discussed
 12 the issue of the amount of attorneys' fees at any point in their negotiations, and with no consideration
 13 given or received, Class Counsel will limit its petition for attorneys' fees to no more than twenty-five
 14 percent (25%) of the Settlement Fund, plus reimbursement of reasonable expenses. Defendant may
 15 challenge the amount requested, and Court approval of the Fee Award is not a condition of the
 16 Settlement. Payment of any Fee Award shall be made from the Settlement Fund, and should Class
 17 Counsel seek or be awarded less than this amount, the difference in the amount sought and/or the
 18 amount ultimately awarded pursuant to this paragraph shall remain in the Settlement Fund for
 19 distribution to eligible Settlement Class Members.

20 **8.2.** The Fee Award shall be payable from the Settlement Fund within fourteen (14) days
 21 after the Effective Date. Payment of the Fee Award shall be made by wire transfer to Class Counsel
 22 in accordance with wire instructions to be provided to the Escrow Account agent, after completion of
 23 necessary forms, including but not limited to W-9 forms. Under no circumstances will Defendant be
 24 liable for any additional fees or expenses to the Class Representatives, Class Counsel, or any
 25 Settlement Class Members in connection with the Action or the Released Claims. Additionally,
 26 Defendant and Defendant's Counsel shall in no event have any liability in connection with the
 27 allocation of the Fee Award between and among Class Counsel or other attorneys, or between and
 28 among Class Counsel and the Settlement Administrator or any other party.

1 **8.3. Incentive Awards.** Class Counsel intend to file a motion for Court approval of
 2 incentive awards to the Class Representatives, to be paid from the Settlement Fund, in addition to any
 3 funds the Class Representatives stand to otherwise receive from the Settlement as Settlement Class
 4 Members with Approved Claims. With no consideration having been given or received for these
 5 limitations, Antonio McKinney, Clint Sundeen and Joseph Alcantara will each seek incentive awards
 6 of no more than five thousand dollars (\$5,000). The incentive awards are not a measure of damages,
 7 restitution, or injury, but instead solely represent an award for the Class Representatives' services,
 8 time and effort on behalf of Settlement Class Members. Any awards shall be paid by the Settlement
 9 Administrator from the Escrow Account (in the form of checks to the Class Representatives that are
 10 sent care of Class Counsel) within fourteen (14) days after the Effective Date. Court approval of the
 11 incentive awards, or their amount, will not be a condition of the Settlement. Defendant reserves its
 12 rights to challenge any incentive award petitions. Should Class Counsel seek or the Class
 13 Representatives be awarded less than this amount, the difference in the amount sought and/or the
 14 amount ultimately awarded pursuant to this paragraph shall remain in the Settlement Fund for
 15 distribution to eligible Settlement Class Members.

16 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION,**
 17 **OR TERMINATION**

18 **9.1.** Consistent with Section 1.12, the Effective Date shall not occur unless and until each
 19 of the following events occurs and shall be the date upon which the last (in time) of the following
 20 events occurs:

- 21 (a) The Parties have executed this Agreement;
- 22 (b) The Court has granted Preliminary Approval;
- 23 (c) The Court has entered an order finally approving the Agreement, following Notice to the
 24 Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure,
 25 and has entered the Final Judgment, or a judgment consistent with this Agreement in all material
 26 respects, and such Final Judgment or other judgment consistent with this Agreement in all material
 27 respects has become final and non-appealable; and
- 28 (d) Defendant has fully funded the Settlement Fund.

1 **9.2.** If some or all of the conditions specified in Section 9.1 are not met, or in the event that
 2 this Agreement is not approved by the Court, or the settlement set forth in this Agreement is
 3 terminated or fails to become effective in accordance with its terms, then this Settlement Agreement
 4 shall be canceled and terminated subject to Section 7 unless Class Counsel and Defendant's Counsel
 5 mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the
 6 terms hereof, any other Party, provided that it is in substantial compliance with the terms of this
 7 Agreement, may terminate this Agreement on notice to all of the Parties. Notwithstanding anything
 8 herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to
 9 Class Counsel and/or incentive awards to the Class Representatives set forth in Section 8 above shall
 10 not prevent the Agreement from becoming effective and Settlement Payments from being distributed,
 11 nor shall it be grounds for termination.

12 **9.3.** If this Settlement Agreement is terminated or fails to become effective for the reasons
 13 set forth above, the Parties shall be restored to their respective positions as of the date of the signing
 14 of this Agreement. In such event, any Final Judgment or other order entered by the Court in
 15 accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, the
 16 Settlement Class will be deemed vacated, and the Parties shall be returned to the status quo ante as if
 17 this Settlement Agreement had never been entered into.

18 **9.4.** In the event the Settlement is terminated or fails to become effective for any reason,
 19 the Settlement Fund, together with any earnings thereon, less any taxes paid or due, less Settlement
 20 Administration Expenses or costs of Notice actually incurred and paid or payable from the Settlement
 21 Fund to the Settlement Administrator, shall be returned to Defendant within thirty (30) days after
 22 written notification of such event in accordance with instructions provided by Defendant's Counsel to
 23 Class Counsel and the Settlement Administrator. At the request of Defendant's Counsel, the
 24 Settlement Administrator or its designees shall apply for any tax refund owed on the amounts in the
 25 Settlement Fund and pay the proceeds, after any deduction of any fees or expenses incurred in
 26 connection with such application(s), of such refund to Defendant or as otherwise directed.

27 **10. MISCELLANEOUS PROVISIONS**

28 **10.1.** The Parties agree to cooperate to the extent reasonably necessary to effectuate and

1 implement all terms and conditions of this Agreement and to execute all such other documentation as
2 may be reasonably required to obtain final approval of the Agreement.

3 **10.2.** The Parties intend this Settlement Agreement to be a final and complete resolution of
4 all disputes between them with respect to the Released Claims by the Class Representatives, the
5 Settlement Class Members, and each or any of them, on the one hand, against the Released Parties,
6 and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to
7 assert in any forum that the Action was brought by Plaintiffs or defended by Defendant in bad faith or
8 without a reasonable basis.

9 **10.3.** Each Party executing this Agreement warrants (a) that he, she, or it has all requisite
10 power and authority to execute, deliver, and perform this Settlement Agreement and to consummate
11 the transactions contemplated herein, (b) that the execution, delivery and performance of this
12 Settlement Agreement and the consummation by it of the actions contemplated herein have been duly
13 authorized by all necessary corporate action on the part of each Party, and (c) that this Settlement
14 Agreement has been duly and validly executed and delivered by each Party and constitutes its legal,
15 valid, and binding obligation. Each Party executing this Agreement further warrants that he, she, or it
16 has the full authority to do so and has the authority to take appropriate action required or permitted to
17 be taken pursuant to the Settlement Agreement to effectuate its terms.

18 **10.4.** The Parties have relied upon the advice and representation of counsel, selected by
19 them, concerning the claims hereby released. The Parties have read and understand fully this
20 Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their
21 own selection and intend to be legally bound by the same.

22 **10.5.** Whether or not the Effective Date occurs or the Settlement Agreement is terminated,
23 neither this Agreement nor the settlement contained herein, nor any act performed or document
24 executed pursuant to or in furtherance of this Agreement or the Settlement:

25 (a) is, may be deemed, or shall be used, offered or received against the Released Parties,
26 or each or any of them, as an admission, concession or evidence of, the validity of any Released
27 Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could
28 have been asserted in the Action, the violation of any law, the reasonableness of the settlement

1 amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the
2 Released Parties, or any of them;

3 (b) is, may be deemed, or shall be used, offered or received against Defendant as an
4 admission, concession or evidence of any fault, misrepresentation or omission with respect to any
5 conduct, statement or written document approved or made by the Released Parties, or any of them;

6 (c) is, may be deemed, or shall be used, offered or received against the Released Parties,
7 or each or any of them, as an admission or concession with respect to any liability, negligence, fault
8 or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in
9 any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any
10 acts performed and/or documents executed in furtherance of or pursuant to this Agreement may be
11 used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further,
12 if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may
13 file this Agreement and/or the Final Judgment in any action that may be brought against such Party or
14 Parties in order to support a defense or counterclaim based on principles of res judicata, collateral
15 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim
16 preclusion or issue preclusion or similar defense or counterclaim;

17 (d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the
18 Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as
19 an admission or concession that the consideration to be given hereunder represents an amount equal
20 to, less than or greater than that amount that could have or would have been recovered after trial; and

21 (e) is, may be deemed, or shall be construed as or received in evidence as an admission or
22 concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or
23 against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without
24 merit or that damages recoverable in the Action would have exceeded or would have been less than
25 any particular amount.

26 **10.6.** The Parties acknowledge and agree that no opinion concerning the tax consequences
27 of the proposed Settlement to Settlement Class Members is given or will be given by the Parties, nor
28 are any representations or warranties in this regard made by virtue of this Settlement Agreement.

1 Each Settlement Class Member's tax obligations, and the determination thereof, are the sole
2 responsibility of the Settlement Class Member, and it is understood that the tax consequences may
3 vary depending on the particular circumstances of each individual Settlement Class Member.

4 **10.7.** The headings used herein are used for the purpose of convenience only and are not
5 meant to have legal effect.

6 **10.8.** The waiver by one Party of any breach of this Settlement Agreement by any other
7 Party shall not be deemed as a waiver of any other, prior or subsequent breaches of this Settlement
8 Agreement.

9 **10.9.** All of the exhibits to this Settlement Agreement are material and integral parts hereof
10 and are fully incorporated herein by reference.

11 **10.10.** This Settlement Agreement and its exhibits set forth the entire agreement and
12 understanding of the Parties with respect to the matters set forth herein, and supersede all prior
13 negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein.
14 No representations, warranties, or inducements have been made to any Party concerning this
15 Settlement Agreement or its exhibits other than the representations, warranties and covenants
16 contained and memorialized in such documents. This Settlement Agreement may be amended or
17 modified only by a written instrument signed by or on behalf of all Parties or their respective
18 successors-in-interest.

19 **10.11.** Except as otherwise provided herein, including in Section 8, each Party shall bear its
20 own attorneys' fees and costs incurred in any way related to the Action and the Settlement.

21 **10.12.** Plaintiffs represent and warrant that they have not assigned any claim or right or
22 interest relating to any of the Released Claims against the Released Parties to any other person or
23 party and that they are fully entitled to release the same. Class Counsel represent and warrant that, at
24 the time of signing this Agreement, other than the claims released herein, they are unaware of any
25 claims or potential claims that their clients (or other persons) have or may have against Defendant or
26 the Released Parties. Class Counsel further represent and warrant that there are no liens on the
27 Settlement.

28 **10.13.** This Settlement Agreement may be executed in one or more counterparts. All

1 executed counterparts and each of them shall be deemed to be one and the same instrument.
2 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this
3 Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court
4 if the Court so requests.

5 **10.14.** The Court shall retain jurisdiction with respect to implementation and enforcement of
6 the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court
7 for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.
8 To the extent permitted by law, this Settlement Agreement may be pleaded or invoked as a full and
9 complete defense to, and may be used as the basis for an injunction against, any action, suit or other
10 proceeding instituted, prosecuted or attempted regarding the Released Claims. In any action or
11 proceeding involving the enforcement of the terms of this Settlement Agreement, the prevailing party
12 shall be entitled to recover reasonable attorneys' fees.

13 **10.15.** This Settlement Agreement shall be governed by and construed in accordance with
14 the laws of the State of California, irrespective of the State of California's choice of law principles.

15 **10.16.** This Settlement Agreement is deemed to have been prepared by counsel for all Parties,
16 as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed
17 substantially and materially to the preparation of this Settlement Agreement, no Party is entitled to
18 have this Settlement Agreement construed against any other Party on the basis of such Party's
19 capacity as drafter of any provision of this Settlement Agreement.

20 **10.17.** Where this Settlement Agreement requires notice to the Parties, such notice shall be
21 sent to the following counsel.

22 For Plaintiffs: Richard Lyon, Dovel & Luner, LLP, 201 Santa Monica Blvd., Suite 600, Santa
23 Monica, California 90401.

24 For Corsair: Terence N. Hawley, Reed Smith LLP, 101 Second Street, Suite 1800, San
25 Francisco, California, 94105.

26 **10.18.** All time periods and dates described in this Agreement are subject to the Court's
27 approval. These time periods and dates may be changed by the Court or by the Parties' written
28 agreement without notice to the Settlement Class. The Parties reserve the right, subject to the Court's

1 approval, to make any reasonable extensions of time that might be necessary to carry out any
2 provision of this Agreement.

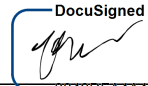
3 **10.19.** This Settlement Agreement will be binding upon, and inure to the benefit of, the
4 successors or assigns of the Parties hereto, as previously defined.

5 **10.20.** The Parties, Class Counsel, and Defendant's Counsel agree that until publication of
6 this Settlement Agreement by submission to the Court, the terms of this Settlement Agreement and
7 all associated documents and communications, including the negotiations leading to the execution of
8 the Settlement Agreement and all submissions and arguments related to the mediation proceedings,
9 shall not be disclosed by the Parties, Class Counsel, and Defendant's Counsel other than as necessary
10 to finalize the Settlement. Upon publication of the Settlement Agreement by submission to the Court,
11 the nondisclosure obligations set forth in this paragraph will no longer apply to the as-filed
12 Settlement Agreement or the terms thereof, but such obligations will continue to apply to all other
13 materials and information covered by this paragraph, including but not limited to any negotiations
14 leading to the execution of this Settlement Agreement. The Parties will continue to comply with the
15 Stipulated Protective Order in this Action, including all requirements governing the return or
16 destruction of protected materials.

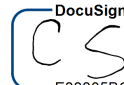
17 **10.21.** Other than to a court in any case filing, the Parties, Class Counsel, and Defendant's
18 Counsel agree not to initiate publicity, press releases, advertising, or internet commentary regarding
19 the Settlement or the Action.
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CLASS REPRESENTATIVES AND CLASS COUNSEL:

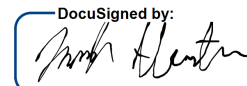
Dated: July 11, 2024

By: 
DocuSigned by:
3349DFA4A40B415...
 Antonio McKinney, individually and on
 behalf of the Settlement Class

Dated: July 11, 2024

By: 
DocuSigned by:
E33305BC49FC403...
 Clint Sundeen, individually and on
 behalf of the Settlement Class

Dated: July 11, 2024

By: 
DocuSigned by:
CF92DD7013F046A...
 Joseph Alcantara, individually and on
 behalf of the Settlement Class

Dated: July 11, 2024

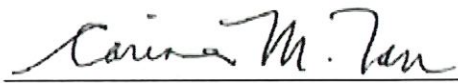
DOVEL & LUNER, LLP

By: 
DocuSigned by:
80432283B9234C6...
 Richard Lyon
 Attorneys for Plaintiffs

1 **DEFENDANT AND COUNSEL FOR DEFENDANT:**

2
3
4
5 Dated: July 11, 2024

CORSAIR GAMING, INC.

6
7 By: 

8
9
10
11 Dated: July 11, 2024

REED SMITH, LLP

12
13 By: 

14 Terence N. Hawley

15 Attorneys for Defendant

Exhibit A

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

McKinney, et al. v. Corsair Gaming, Inc.
Case No. 4:22-cv-00312-JST
United States District Court, Northern District of California
**DDR4 & DDR5 DESKTOP MEMORY SPEED SETTLEMENT CLAIM
FORM**

CGI-CLAIM

INSTRUCTIONS

You are eligible to submit a Claim Form in the DDR4 & DDR5 Desktop Memory Speed Settlement if you are a Settlement Class Member.

The **Settlement Class** includes all individuals in the United States who purchased one or more **Products** from January 14, 2018 to the **date the Court grants Preliminary Approval**.

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest and their current or former officers, directors, and employees, (3) counsel of record (and their respective law firms) for the Parties; (4) persons who properly execute and file a timely request for exclusion from the class, and (5) the legal representatives, successors or assigns of any such excluded persons.

Products include any Corsair DDR-4 (non-SODIMM/laptop) memory product with a base or default (*i.e.*, JEDEC standard Serial Presence Detect or "SPD") speed over 2133 megahertz (MHz) or any Corsair DDR-5 (non-SODIMM/laptop) memory product with a base or default speed over 4800 megahertz.

Completing the Claim Form

Fill out each section of this Claim Form, check the boxes that apply, and sign where indicated. Settlement Payments will be paid on a per-product basis, with a maximum of five (5) qualifying purchases paid per household, without proof of purchase. Households that purchased more than five (5) products must provide proof of purchase upon request.

The Settlement Administrator will review your Claim Form, and if accepted, you will be sent a physical check or digital payment for a pro rata share depending on the number of valid claim forms received. This process takes time, please be patient.

The information you provide on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

Submitting the Claim Form

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **[INSERT CLAIMS DEADLINE]** AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Online: DDR4&DDR5DesktopMemorySpeedSettlement.com

By Mail: DDR4 & DDR5 Desktop Memory Speed Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Questions about the Claim Form?

Contact the Settlement Administrator by emailing **[EMAIL ADDRESS]** or writing to the address above.

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

McKinney, et al. v. Corsair Gaming, Inc.
Case No. 4:22-cv-00312-JST
United States District Court, Northern District of California
**DDR4 & DDR5 DESKTOP MEMORY SPEED SETTLEMENT CLAIM
FORM**

CGI-CLAIM

I. CLAIMANT INFORMATION

Provide your contact information and Notice ID below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit this Claim Form.

--	--	--

First Name

M.I.

Last Name

--

Street Address

--	--	--

City

State

Zip Code

--	--	--

Email Address

Phone Number

Notice ID Number

II. CLASS MEMBER VERIFICATION

Check the following boxes to confirm the statements that are true and enter the number of products purchased. Indicate whether you are providing proof of purchase.

☐ I purchased Corsair DDR-4 desktop memory products with a base or default (*i.e.*, JEDEC standard Serial Presence Detect or “SPD”) speed over 2133 megahertz (MHz) or Corsair DDR-5 desktop memory product with a base or default speed over 4800 megahertz.

☐ I am including proof of purchase with this Claim Form.

☐ At the time I purchased the Corsair memory product(s), I was living in the United States.

☐ The purchase(s) occurred between January 14, 2018 and [insert Preliminary Approval date].

III. PAYMENT SELECTION

Please select **one** of the following payment options:

- ☐ **Virtual Prepaid Card** - Enter your email address: _____
- ☐ **PayPal** - Enter your PayPal email address: _____
- ☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____
- ☐ **Zelle** - Enter the mobile number or email address associated with your account: _____
- ☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

IV. DECLARATION & SIGNATURE

By signing below and submitting this claim form, I declare that I believe I am a member of the Settlement Class and that all the information provided in this claim form is true.

Signature: _____ Printed Name: _____ Date: _____

Exhibit B

TO: «Settlement Class Member Email Address»

FROM: DDR4 & DDR5 Desktop Memory Speed Settlement Administrator

RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT WITH CORSAIR GAMING, INC.

«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If you purchased a Corsair DDR-4 desktop memory product
or a Corsair DDR-5 desktop memory product,
you may be part of a class action settlement.**

*The United States District Court for the Northern District of California authorized this notice.
You are not being sued. This is not a solicitation from a lawyer.*

A settlement has been reached in a class action lawsuit against Corsair Gaming, Inc. (“Corsair” or “Defendant”), alleging it violated the law in connection with advertised speeds of some of its DDR-4 and DDR-5 DRAM (non-laptop) memory products. The plaintiffs allege they were led to believe that the advertised speeds were “out of the box” speeds requiring no adjustments to their PCs. The Court has not decided which side is right. Corsair denies all claims of wrongdoing and denies that it violated any law. The settlement is not an admission of wrongdoing or liability. The parties have agreed to the settlement to avoid the uncertainties, burdens, and expenses associated with continuing the case.

Am I a Class Member?

Our records indicate you may be a Class Member. Class Members are persons that (1) purchased any Corsair DDR-4 (non-SODIMM/laptop) memory product with a base or default (i.e., JEDEC standard Serial Presence Detect or “SPD”) speed over 2133 megahertz (MHz) or any Corsair DDR-5 (non-SODIMM/laptop) memory product with a base or default speed over 4800 megahertz, and (2) made that purchase while living in the United States, and (3) the purchase(s) occurred between January 14, 2018 and [insert Preliminary Approval date]. You are receiving this Notice because records produced in this case indicated that you likely made a purchase that fits these criteria. More information is available at DDR4&DDR5DesktopMemorySpeedSettlement.com.

What can I get?

If approved by the Court, Defendant will establish a Settlement Fund of \$5,500,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and an incentive award for the class representatives. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund. Claims will be limited to five (5) qualifying purchases per household, absent proof of purchase. Households that purchased more than five (5) products must provide proof of purchase upon request.

If approved by the Court, the settlement will also require Corsair to take commercially reasonable efforts to implement changes on the packaging, website product pages, and specifications provided to resellers

for the covered products. Rated speeds for the products will be listed as “up to” speeds, with the following corresponding text: “Requires overclocking/PC BIOS adjustments. Maximum speed and performance depend on system components, including motherboard and CPU.”

How do I get a payment?

You must submit a timely and properly completed Claim Form **no later than [claims deadline]**. You may request a claim form or submit one online at DDR4&DDR5DesktopMemorySpeedSettlement.com. If you are submitting a Claim Form by mail, it must be mailed with a postmark date **no later than [claims deadline]** to DDR4 & DDR5 Desktop Memory Speed Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

What are my other options?

You may choose to exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you will not receive a settlement payment, but you keep any rights you may have to sue Corsair over the legal claims raised in the lawsuit. You and/or your lawyer also have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at DDR4&DDR5DesktopMemorySpeedSettlement.com. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments in this case. In addition, your claims relating to the allegations in this case against Corsair or any other Released Parties will be released.

Who represents me?

The Court has appointed lawyers from Dovel & Luner to represent the class. These attorneys are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Plaintiffs Antonio McKinney, Clint Sundeen and Joseph Alcantara are Class Members like you and the Court appointed them as “Class Representatives.”

When will the court consider the proposed settlement?

The Court will hold the Final Approval Hearing at [] on **[date]** in courtroom 6 at the Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives up to \$5,000.00 each from the Settlement Fund for helping to bring and settle this case. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. Class Counsel will seek no more than 25% of the Settlement Fund in fees, as well as reimbursement of reasonable costs they sustained in litigating the case; the Court may award less than this amount.

How do I get more information?

This notice is only a summary. For more information, including the full Notice, Claim Form and Settlement Agreement go to DDR4&DDR5DesktopMemorySpeedSettlement.com, contact the Settlement

Administrator by emailing _____, or calling toll-free 1-____-____-____, or call Class Counsel at 1-310-656-7066.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

[Unsubscribe](#)

Exhibit C

**Court-authorized notice of class
action and proposed Settlement**

**If you purchased a
Corsair DDR-4 desktop
memory product or a
Corsair DDR-5 desktop
memory product, you may
be part of a class action
settlement.**

A settlement has been reached in a class action lawsuit against Corsair Gaming, Inc. ("Corsair" or "Defendant"), alleging it violated the law in connection with advertised speeds of some of its DDR-4 and DDR-5 DRAM (non-laptop) memory products. The Court has not decided which side is right. Corsair denies any wrongdoing and denies that it violated any law. The parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Questions? Visit [DDR4&DDR5Desktop
MemorySpeedSettlement.com](https://DDR4&DDR5DesktopMemorySpeedSettlement.com) or call
[\[insert toll free number\]](#)**

DDR4 & DDR5 Desktop Memory Speed Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«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 ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	DDR4 & DDR5 DESKTOP MEMORY SPEED SETTLEMENT CLAIM FORM	«Barcode»
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THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [INSERT CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form, check the boxes that apply, and sign where indicated. Settlement Payments will be paid on a per-product basis, with a maximum of five (5) qualifying purchases paid per household, without proof of purchase. Households that purchased more than five (5) products must provide proof of purchase upon request. Provide your email address and phone number. You may be contacted if further information is needed.

Email Address: _____ Phone: (_____) _____ - _____

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true:

- ☐ I purchased _____ [# of products purchased] Corsair DDR-4 desktop memory products with a base or default (i.e., JEDEC standard Serial Presence Detect or "SPD") speed over 2133 megahertz (MHz) or Corsair DDR-5 desktop memory product with a base or default speed over 4800 megahertz.
- ☐ At the time I purchased the Corsair memory product(s), I was living in the United States.
- ☐ The purchase(s) occurred between January 14, 2018 and [insert Preliminary Approval date].

Payment Selection (select one of the following): ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo, or Zelle account, or an email address for the Virtual Prepaid card: _____

Signature: _____ Print Name: _____ Date: ____/____/____

The Settlement Administrator will review your Claim Form, and if accepted, you will be sent a physical check or digital payment for a pro rata share depending on the number of valid claim forms received. This process takes time, please be patient.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are persons that (1) purchased any Corsair DDR-4 (non-SODIMM/laptop) memory product with a base or default (i.e., JEDEC standard Serial Presence Detect or "SPD") speed over 2133 megahertz (MHz) or any Corsair DDR-5 (non-SODIMM/laptop) memory product with a base or default speed over 4800 megahertz, and (2) made that purchase while living in the United States, and (3) the purchase(s) occurred between January 14, 2018 and [insert Preliminary Approval date]. You are receiving this Notice because records produced in this case indicated that you likely made a purchase that fits these criteria. More information is available at [DDR4&DDR5DesktopMemorySpeedSettlement.com](https://www.corsair.com/DDR4&DDR5DesktopMemorySpeedSettlement.com).

What can I get? If approved by the Court, Defendant will establish a Settlement Fund of \$5,500,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and an incentive award for the class representatives. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund. Claims will be limited to five (5) qualifying purchases per household, absent proof of purchase. Households that purchased more than five (5) products must provide proof of purchase upon request. The settlement will also require Corsair to take commercially reasonable efforts to make certain changes on the packaging, website product pages, and specifications provided to resellers.

How do I get a payment? You must submit a timely and properly completed Claim Form **no later than [claims deadline]**. You may request a claim form or submit one online at [DDR4&DDR5DesktopMemorySpeedSettlement.com](https://www.corsair.com/DDR4&DDR5DesktopMemorySpeedSettlement.com).

What are my other options? You may choose to exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you will not receive a settlement payment, but you keep any rights you may have to sue Corsair over the legal claims raised in the lawsuit. You and/or your lawyer also have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [DDR4&DDR5DesktopMemorySpeedSettlement.com](https://www.corsair.com/DDR4&DDR5DesktopMemorySpeedSettlement.com). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments in this case. In addition, your claims relating to the allegations in this case against Corsair or any other Released Parties will be released.

Who represents me? The Court has appointed lawyers from Dovel & Luner to represent the class. These attorneys are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Plaintiffs Antonio McKinney, Clint Sundeen and Joseph Alcantara are Class Members like you and the Court appointed them as "Class Representatives."

When will the court consider the proposed settlement? The Court will hold the Final Approval Hearing at [redacted] on [date] in courtroom 6 at the Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives up to \$5,000.00 each from the Settlement Fund for helping to bring and settle this case. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. Class Counsel will seek no more than 25% of the Settlement Fund in fees, as well as reimbursement of reasonable costs they sustained in litigating the case; the Court may award less than this amount.

How do I get more information? For more information, including the full Notice, Claim Form and Settlement Agreement go to [DDR4&DDR5DesktopMemorySpeedSettlement.com](https://www.corsair.com/DDR4&DDR5DesktopMemorySpeedSettlement.com), contact the Settlement Administrator by emailing [email address], calling toll-free 1-____-____. You may also call Class Counsel at 1-310-656-7066.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

BRM
Details

DDR4 & DDR5 Desktop Memory Speed Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Exhibit D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If you purchased a Corsair DDR-4 desktop memory product
or a Corsair DDR-5 desktop memory product,
you may be part of a class action settlement.**

*The United States District Court for the Northern District of California authorized this Notice.
You are not being sued. This is not a solicitation from a lawyer.*

A settlement has been reached in a class action lawsuit against Corsair Gaming, Inc. (“Corsair” or “Defendant”), alleging it violated the law in connection with advertised speeds of some of its DDR-4 and DDR-5 DRAM (non-laptop) memory products. The plaintiffs in the lawsuit allege they were led to believe that the advertised speeds were “out of the box” speeds requiring no adjustments to their PCs. The Court has not decided which side is right. Corsair Gaming denies all claims of wrongdoing and denies that it violated any law. The settlement is not an admission of wrongdoing or liability. The parties have agreed to the settlement to avoid the uncertainties, burdens and expenses associated with continuing the case.

You are included if you (1) purchased any Corsair DDR-4 (non-SODIMM/laptop) memory product with a base or default (i.e., JEDEC standard Serial Presence Detect or “SPD”) speed over 2133 megahertz (MHz) or any Corsair DDR-5 (non-SODIMM/laptop) memory product with a base or default speed over 4800 megahertz, and (2) made that purchase while living in the United States, and (3) the purchase(s) occurred between January 14, 2018 and [insert Preliminary Approval date].

Those who file claims will be eligible to receive a pro rata portion of the Settlement Fund. If you do not have proof of purchase, you may not make a claim for any more than five (5) products.

If approved by the Court, the settlement will also require Corsair to take commercially reasonable efforts to implement changes on the packaging, website product pages, and specifications provided to resellers for the covered products. Rated speeds for the products will be listed as “up to” speeds, with the following corresponding text: “Requires overclocking/PC BIOS adjustments. Maximum speed and performance depend on system components, including motherboard and CPU.”

Please read this notice carefully. Your legal rights are affected regardless of whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Deadline:	To receive a cash payment, you must submit a valid claim either online or by mail. This is the only way to receive a payment.
EXCLUDE YOURSELF Deadline:	To exclude yourself, you must affirmatively submit a request to be excluded. You will receive no cash payment but unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against Defendant about the claims being resolved by this Settlement.
OBJECT	Write to the Court explaining why you don't like the Settlement

Deadline:	
GO TO THE HEARING Date:	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won't get a share of the cash portion of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of 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 lawsuit, the Settlement, and your legal rights. Judge Jon S. Tigar of the United States District Court for the Northern District of California is overseeing this class action. The lawsuit is known as *McKinney et al. v. Corsair Gaming, Inc.*, Case No. 4:22-cv-00312 (N.D. Cal.). The people who sued, Antonio McKinney, Clint Sundeen, Joseph Alcantara, are called the "Class Representatives." The company that got sued, Corsair Gaming, Inc., is called the "Defendant" or "Corsair."

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Antonio McKinney, Clint Sundeen, Joseph Alcantara) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who choose to exclude themselves from the Class.

3. What is this lawsuit about?

The lawsuit claims that Corsair deceptively advertised and labeled the speed of its DDR-4 and DDR-5 DRAM (non-laptop) memory products with base speeds over 2133 MHz or 4800 MHz, and that Corsair is liable for violations of consumer protection statutes and breach of express warranty. The plaintiffs in the lawsuit allege they were led to believe that the advertised speeds were "out of the box" speeds requiring no adjustments to their PCs. Corsair denies any wrongdoing and denies that it violated any law. Corsair maintains that its memory products were appropriately labeled and advertised at all times and that they performed as represented.

4. Why is there a settlement?

Corsair denies the allegations in the lawsuit, and the Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties, burdens, and expenses associated with ongoing litigation, and Class Members will get compensation now rather than years from now, if at all. More information about the Settlement and the

lawsuit are available in the "Court Documents" section of the settlement website, or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Oakland Courthouse, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

WHO'S INCLUDED IN THE SETTLEMENT

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits this description and chooses not to request to be excluded is a member of the Settlement Class:

All individuals in the United States who purchased one or more Corsair DDR-4 and DDR-5 DRAM (non-laptop) memory products with base speeds over 2133 MHz or 4800 MHz respectively from January 14, 2018 to the date the Court grants Preliminary Approval.

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest and their current or former officers, directors, and employees, (3) counsel of record (and their respective law firms) for the Parties; (4) persons who properly execute and file a timely request for exclusion from the class, and (5) the legal representatives, successors or assigns of any such excluded persons.

If you are still not sure whether you are included, you can call the DDR4 & DDR5 Desktop Memory Speed Settlement Administrator at [ENTER NUMBER] or email [EMAIL ADDRESS]. Or you can get free help by calling the lawyers appointed to represent class members in this case at 1-310-656-7066.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Defendant has created a Settlement Fund totaling \$5,500,000.00. Class Member payments, as well as the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees and costs, and an award to the Class Representatives will also come out of this fund.

If approved by the Court, the settlement will also require Corsair to take commercially reasonable efforts to implement changes on the packaging, website product pages, and specifications provided to resellers for the covered products. Rated speeds for the products will be listed as "up to" speeds, with the following corresponding text: "Requires overclocking/PC BIOS adjustments. Maximum speed and performance depend on system components, including motherboard and CPU."

7. How much will my payment be?

If you are member of the Settlement Class, you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund based on the number of products purchased.

Settlement Distributions will be paid on a per-product basis, with a maximum of five (5) qualifying purchases paid per household, without proof of purchase. Households that purchased more than five (5) products must provide proof of purchase upon request.

8. When will I get my payment?

You should receive a check or electronic payment from the settlement administrator within days after the Settlement has been finally approved and/or after any appeals process is complete. The hearing to consider the final fairness of the Settlement is scheduled for [Fairness Hearing Date]. All checks will expire and become void 180 days after they are issued. If appropriate, funds remaining from uncashed checks may be donated to one or more charity(ies) agreed on by the Parties and approved by the Court.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member and you want to receive a payment, you must complete and submit a valid Claim Form by [Claims Deadline]. Claim Forms can be found and submitted online or you may have received a Claim Form in the mail as a postcard attached to a summary of this notice, which can be submitted by mail. To submit a Claim Form online or to request a paper copy, go to [insert web page], call toll free 1-XXX-XXX-XXXX, or email [email address].

We also encourage you to submit your claim electronically. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the class?

If the Settlement becomes final, you will give up your right to sue the Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be "releasing" the Defendant and certain related parties (collectively, the "Released Parties"), described in Sections 1.25 and 1.26 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are "releasing" the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the "court documents" link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free by calling 1-310-656-7066, or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won't get any payments from this Settlement. But, unless you exclude yourself, you won't be able to bring or participate in any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed lawyers at the firm Dovel & Luner to represent the Class. They are called "Class Counsel." They are experienced in handling similar class action cases. More information about these lawyers, their law firm, and their experience is available at www.dovel.com. They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

The Court also appointed Plaintiffs Antonio McKinney, Clint Sundeen and Joseph Alcantara, who each purchased Corsair DRAM products, as the Class Representatives.

13. How will the lawyers be paid?

Class Counsel attorneys' fees and costs will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. The fee petition will seek no more than 25% of the Settlement Fund, as well as reimbursement of reasonable costs they sustained in litigating the case. The Court may award less than this amount. Under the settlement, any amount awarded to Class Counsel will be paid out of the Settlement Fund. Subject to approval by the Court, each Class Representative will be paid up to \$5,000.00 from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *McKinney et al. v. Corsair Gaming, Inc.*, Case No. 4:22-cv-00312 (N.D. Cal.) settlement. Your letter or request for exclusion must include your name and address, email and telephone number, the full name and model of the DRAM that you purchased, a statement that you resided in the United States at the time of purchase, and your signature. You must mail your exclusion request no later than [insert date], to:

DDR4 & DDR5 Desktop Memory Speed Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

16. If I exclude myself, can I get a settlement payment?

No. If you exclude yourself, you should not submit a Claim Form to ask for a payment because you won't receive one.

OBJECTING TO THE SETTLEMENT

17. How do I object to the settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement being proposed. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the final approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief.

All written objections and supporting papers must: (a) clearly identify the case name and number *McKinney et al. v. Corsair Gaming, Inc.*, Case No. 4:22-cv-00312 (N.D. Cal.), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, California 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, (c) include your name and address, (d) include an explanation of the basis upon which you claim to be a Class Member (including the name and model of the Corsair DRAM that you purchased and a statement that you resided in the United States at the time of purchase and purchased the DRAM during the Class Period), (e) include all grounds for the objection, including all citations to legal authority and evidence supporting the objection, (f) include the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature, and (g) be filed or postmarked on or before [DATE].

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [21 days before objection deadline]

18. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the court decide whether to approve the settlement?

The court will hold the final approval hearing on [date] in courtroom 6 at the Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, California 94612. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [DDR4&DDR5DesktopMemorySpeedSettlement.com](https://www.ddr4and5.com) or call [insert admin phone] to confirm the hearing date. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the final approval hearing, you will receive notice of any change in the date of such final approval hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *McKinney et al. v. Corsair Gaming, Inc.*, Case No. 4:22-cv-00312 (N.D. Cal.)." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than objection deadline

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [insert admin website]. You can also get information about this case by accessing the Court docket, for a fee, through the Court's Public Access to Court Electronic (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Oakland Courthouse, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You may also contact the DDR4 & DDR5 Desktop Memory Speed Settlement Administrator by mail, email, or by calling toll-free:

DDR4 & DDR5 Desktop Memory Speed Settlement
1650 Arch Street, Suite 2210

Philadelphia, PA 19103
Email: [Email Address]
Toll-Free: 1-XXX-XXX-XXXX

You may also call Class Counsel at 1-310-656-7066, if you have any questions. Before doing so, however, please read this full Notice carefully.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.