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8  
9 **UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

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

13 *Plaintiffs,*

14 v.

15 TEAM GROUP, INC.,

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

**DECLARATION OF RICHARD LYON IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**DECLARATION OF RICHARD LYON**

I, Richard Lyon, declare:

1. I am a partner in the law firm of Dovel & Luner, LLP (“Dovel & Luner” or “Dovel”). I am counsel for Plaintiffs Malcolm Griffin and Kariem Ibrahim. I make this declaration in support of the Motion for Preliminary Approval of Class Action Settlement.

2. A true and correct copy of the proposed Class Action Settlement Agreement in this action (“Agreement”) executed by Plaintiffs and Defendant Team Group, Inc. (“Team Group” or “Defendant”) is attached to the Motion as Exhibit 1.

3. My firm has worked on this matter since its inception on a contingency basis. During this time, I personally worked on the case and supervised other attorneys and paralegals who worked on the case.

4. Dovel & Luner has litigated numerous complex cases, including class actions, and has tried a number of cases to verdict. For example, in 2019, the Dovel team tried a Telephone Consumer Protection Act class action in Oregon federal court, *Wakefield v. ViSalus, Inc.*, No. 3:15-cv-1857-SI (D. Or.). The jury returned a \$925 million verdict for the class. Due to this success, Dovel & Luner was selected as a finalist for The National Law Journal’s 2020 Elite Trial Lawyers “Law Firm of the Year” award in Consumer Protection.

5. Dovel & Luner has also negotiated and settled numerous cases, including class actions. For example, in 2022, the Dovel team reached a \$17.5 million settlement in a consumer class action litigated in Colorado federal court, *Goodrich, et al. v. Alterra Mountain Co., et al.*, No. 1:20-cv-01057-RM-SKC (D. Colo.). My firm, along with our co-counsel, was appointed class counsel in that case. Dovel & Luner was also appointed class counsel (or interim counsel) in *Damonie Earl et al. v. The Boeing Company*, No. 4:19-cv-00507 (E.D. Tex.) (a multi-billion-dollar RICO class action against Boeing and Southwest); and *In re: Arch Insurance Company Ski Pass Insurance Litigation*, MDL No. 2955 (W.D. Mo.) (an insurance coverage class action). Dovel & Luner serves on the leadership committee in *In re: Apple Inc. App Store Simulated Casino-Style Games Litigation*, No. 5:21-md-02985-EJD (N.D. Cal.) (a class action asserting that Apple, Google, and Facebook provide illegal social gambling applications).

1           6.       My firm’s resume, which provides additional details regarding my firm and the  
2 qualifications of the other lawyers at my firm, is attached as Exhibit A.

3           7.       I am currently litigating numerous consumer class actions, many of which involve the  
4 same issues, claims, California statutes (namely, California’s Unfair Competition Law, False  
5 Advertising Law, and Consumer Legal Remedies Act), and New York statutes involved in this case  
6 (namely, New York’s Gen. Bus. Law § 349 and § 350). A small sample of those cases include:  
7 *Vlacich et al. v Del Monte Foods, Inc.*, Case No. 4:22-cv-00892 (N.D. Cal), *Rutik Shinglot v.*  
8 *Soundcloud Global Limited & Co. KG*, Case No. 2:25-cv-01518 (C.D. Cal), *Josh Goldman v. V*  
9 *Shred, LLC*, Case No. 2:25-cv-06582 (C.D. Cal), *Hong v. RugsUSA, Inc.*, Case No. 3:24-cv-08799  
10 (N.D. Cal.). I am also currently litigating two cases against Team Group’s competitors based on the  
11 same alleged misrepresentations at issue here: misleading representations on DRAM computer  
12 memory products regarding the out-of-the box speed and reliability. These cases are *McKinney et al.*  
13 *v. Corsair Gaming, Inc.*, Case No. 4:22-cv-00312 (N.D. Cal.) and *Hurd et al. v. G.Skill International*  
14 *et al.*, No. 2:22-cv-00685 (C.D. Cal.). The *Corsair* case has resulted in a settlement agreement that  
15 has been approved. *See McKinney v. Corsair Gaming, Inc.*, No. 22-cv-00312-JST, 2025 U.S. Dist.  
16 LEXIS 127576, at \*2 (N.D. Cal. July 2, 2025) (Order granting preliminary approval); Exhibit C  
17 (Order granting final approval). And the *G.Skill* case resulted in a settlement agreement that has been  
18 preliminarily approved. Exhibit D (Order granting preliminary approval).

19           This Action and Settlement Discussions

20           8.       This action was filed on May 3, 2024, alleging that Team Group deceptively  
21 advertised and labeled certain of its dynamic random-access memory (“DRAM”) computer memory  
22 products. The First Amended Complaint was filed on January 23, 2026. Plaintiffs allege that, during  
23 the Class Period, Defendant deceptively advertised and labeled its DDR-3, DDR-4, and DDR-5  
24 DRAM computer memory products (“DRAM Memory”) with representations that the DRAM  
25 Memory reliably run at specific speeds, when in reality the products do not operate as advertised out-  
26 of-the-box. Team Group was served on January 7, 2025 and filed its Answer on February 27, 2025  
27 denying all material allegations and asserting multiple affirmative defenses.

1           9.       The Parties began discussing resolution of the matter in March 2025 and continued  
2 this conversation over the course of several months, during which time they exchanged informal  
3 discovery and presented their arguments on the merits and class certification. For example, Team  
4 Group provided Plaintiffs with detailed financial information concerning its unit sales and revenues  
5 for its DRAM Memory products. And Plaintiffs' counsel provided Team Group with complete expert  
6 reports from the *G.Skill* case. These reports detailed all aspects of how Plaintiffs planned to present  
7 their case against Team Group, including reports from marketing expert Thomas Maronick (on  
8 consumer confusion), Professor Kevin Almeroth (on underlying DRAM and overclocking  
9 technology), and economist Colin Weir (presenting a conjoint analysis to measure price premium  
10 damages). Team Group disputed and continues to expressly deny Plaintiffs' claims and all  
11 contentions asserted in this Action, any actual or potential charges of wrongdoing or liability, or that  
12 Plaintiffs or any putative class member has been damaged in connection with the allegations. Team  
13 Group has asserted that it has meritorious defenses and arguments and provided Plaintiffs with facts  
14 and legal authorities in support of such, including its position as to the truthfulness and nondeceptive  
15 nature of its advertising and labeling, that consumers were not misled or injured, and that the  
16 challenged practices were not unlawful in any way.

17           10.       The Parties exchanged mediation briefs and mediated before Bruce A. Friedman of  
18 JAMS on June 20, 2025. The Parties did not settle on the day of the mediation but Mr. Friedman  
19 presented the Parties with a mediator's proposal. The mediator's proposal called for a nationwide  
20 class settlement of individual U.S. based consumers who purchased one or more of Team Group's  
21 DDR-3, DDR-4 and DDR-5 DRAM Memory products during the Class Period. The mediation and  
22 settlement analysis were informed by expert testimony and pricing and sales data. The Parties  
23 accepted the mediator's proposal and subsequently negotiated a long-form agreement over the course  
24 of back-and-forth redline drafts. The Agreement was executed on November 30, 2025.

25           The Settlement Agreement

26           11.       The Settlement requires Team Group to establish a \$1,100,000 non-reversionary cash  
27 Settlement Fund to make benefit payments to Settlement Class Members and to pay for notice and  
28 administration costs, reasonable attorneys' fees and costs, and service awards to the named Plaintiffs.

1           12.     The Settlement provides for payments to Settlement Class Members who complete  
2 and submit Claim Forms that are approved by the proposed Settlement Administrator and are  
3 substantially in the form the Parties set forth as Exhibits A-D of their Settlement. The Settlement  
4 Class Members' payments will be distributed pro rata based on the number of Team Group DRAM  
5 Memory products they purchased. Plaintiffs expect a claims rate of 2-3%. This range is estimated  
6 based on the comparable settlements identified by the proposed Settlement Administrator and  
7 discussed in the accompanying declaration of Steven Weisbrot.

8           13.     Sales data provided by Team Group shows approximately 1,500,000 DRAM Memory  
9 products sold within the U.S. during the relevant time-period, totaling revenues of approximately  
10 \$119,000,000. This translates to an average DRAM product price of approximately \$79.33. Plaintiffs  
11 understand that Direct Notice of the Settlement is not possible for most Settlement Class Members  
12 because Team Group does not sell directly to U.S. consumers. Rather, Settlement Class Members  
13 made their qualifying purchases of the DRAM Memory products from Team Group's authorized  
14 resellers.

15           14.     The Parties anticipate that approximately \$453,333 of the Settlement Fund will be  
16 used exclusively to provide monetary benefits to the Settlement Class, after accounting for \$250,000  
17 in notice and administration costs, \$366,667 in reasonable attorneys' fees, approximately \$20,000 in  
18 reasonable attorneys' costs, and two \$5,000 service awards for the named Plaintiffs.

19           15.     Neither my firm nor I individually have any relationship with the proposed *cy pres*  
20 recipient, the Urban Arts Partnership. I also confirmed with Defendant's counsel at Steptoe, LLP that  
21 neither their firm nor the individual lawyers involved in the case have any relationship with the  
22 Urban Arts Partnership.

23           16.     Neither my firm nor I am aware of any other pending litigation outside this case that  
24 will be affected by the Settlement, including the proposed release of claims.

25           17.     Dovel & Luner intends to seek \$366,667 in reasonable attorneys' fees and costs of  
26 approximately \$20,000. The costs include mediation fees and fees incurred in connection with  
27 international service via Letters Rogatory, including translation expenses.

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1 18. I believe that the named Plaintiffs, Mr. Griffin and Mr. Ibrahim, have diligently  
2 prosecuted this action on behalf of themselves and the proposed Settlement Class. Both named  
3 Plaintiffs have remained responsive and informed about the case throughout litigation and settlement.  
4 I believe they should be named class representatives in the proposed Settlement Class. In recognition  
5 of their conscientious efforts, my firm intends to seek, on their behalf, service awards of \$5,000 each.

6 19. After accounting for notice and administration costs (fixed fee of \$250,000),  
7 attorneys' fees and costs (expected to be \$366,667 and \$20,000, respectively), and service awards for  
8 the two Plaintiffs (expected to be \$5,000 each, or \$10,000 total), the Parties anticipate that \$453,333  
9 of the Settlement Fund will be used exclusively to provide monetary benefits to the Settlement Class.  
10 Team Group provided sales data showing that approximately 1,500,000 DRAM Memory products  
11 were sold through their U.S. consumer sales channels during the Class Period. Given the anticipated  
12 claims rate (estimated by Angeion to be approximately 2.34%), this means that approximately 35,100  
13 purchasers (*i.e.*, 2.34% of 1,500,000) will share in the \$453,333 monetary benefit. This comes out to  
14 approximately \$12.92 per purchase (*i.e.*, \$453,333 / 35,100 purchasers).

15 20. This is an excellent result for Settlement Class Members relative to the potential  
16 damages in this case. As shown above, the average Team Group DRAM product price is \$79.33. And  
17 in the substantially similar case against Team Group's competitor, G.Skill, economist Colin Weir  
18 opined that "typical price premiums" in cases like this "range from 0% to 16%." See Exhibit B (Weir  
19 Declaration), ¶¶3-6. This means that, if the typical price premium is applied to the purchase of the  
20 average Team Group DRAM product, the midpoint price premium damages would be \$6.35 (*i.e.*, 8%  
21 of \$79.33), and the upper end would be \$12.69 (*i.e.*, 16% of \$79.33). Even the upper end is less than  
22 the expected monetary benefit per purchase under the Settlement Agreement.

23 21. And this benefit is particularly valuable given the significant risks and costs involved  
24 in continuing to litigate this case. I remain confident in the strength of our claims, but I recognize that  
25 Team Group has arguments related to class certification, liability, and damages that would pose  
26 significant challenges to Plaintiffs' case if litigation were to continue.

27 22. In short, I was fully informed about the strengths of the case and the risks of further  
28 litigation. Based on all available information and my significant experience with complex litigation

1 and class actions, I believe that the Settlement is fair, reasonable, and adequate—and in fact an  
2 excellent result for the Settlement Class. For example, Team Group maintains that its advertising and  
3 labeling was truthful, nondeceptive, and otherwise lawful. Team Group also contends that Plaintiffs  
4 will not be able to establish deception and materiality because reasonable purchasers understood the  
5 meaning of the speed and reliability representations related to the DRAM Memory products, were not  
6 misled, and had full knowledge of the need to configure their computer systems to achieve the  
7 advertised speed and performance. Team Group also argues that Plaintiffs cannot show individual  
8 reliance because of variations in content and wording across the representations made on the  
9 challenged DRAM Memory products’ packaging and marketing, especially since the products were  
10 sold by independent resellers.

11 Notice Plan

12 23. The Notice Plan proposed in the Settlement Agreement is fair and comprehensive.

13 24. The Parties selected Angeion Group as the proposed Settlement Administrator. As  
14 detailed in the accompanying Weisbrot declaration, Angeion is a well-recognized leader in the field  
15 of settlement administration with experience providing notice, supplementing direct notice through  
16 email and mail with digital publication notice through social media advertising, search engine  
17 marketing, and other online advertising. Angeion was also approved, and is currently serving as the  
18 settlement administrator, in a substantially similar settlement involving one of Team Group’s  
19 competitors, Corsair Gaming. It was also preliminarily approved in another substantially similar  
20 settlement involving another one of Team Group’s competitors, G.Skill.

21 25. The Settlement provides for Direct Notice to Settlement Class Members through email  
22 and, if necessary, mail, to the extent this information is known or reasonably available to Team  
23 Group. Team Group will provide the Settlement Administrator with a Direct Notice list of such  
24 Settlement Class Members, their emails, and mailing address if available. If no valid email is  
25 available or if an Email Notice to a Settlement Class Member on the Direct Notice list bounces back,  
26 these Settlement Class Members will receive notice through mail at their physical address if one is  
27 reasonably available.

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1           26.     Since Settlement Class Members purchased from third party resellers, the Settlement  
2 also calls for a robust digital media campaign to provide publication notice through multiple online  
3 advertising channels and platforms, in the manner set forth in the Parties' Agreement.

4           I declare under penalty of perjury that the foregoing is true and correct. Executed on this 23<sup>rd</sup>  
5 day of January, 2026.

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/s/ Richard Lyon  
Richard Lyon

# EXHIBIT A



# **DOVEL & LUNER** **LLP**

## **Class Action Resume**



In the past four years, the Dovel & Luner class action team has recovered over \$150 million for consumers. Dovel lawyers have been appointed class counsel by federal and state courts across the country. Courts have found the firm to be “highly qualified,” with “extensive class action experience” and leadership appointments in “multiple consumer class actions.” *Calchi et al. v. GlaxoSmithKline Consumer Healthcare Holdings et al.*, No. 22-cv-1342 (S.D.N.Y) (Jan. 21, 2025 Transcript). The firm is recognized for its superior “investigation, research, and analysis.” *Kramer v. Alterra Mt. Co.*, 2020 U.S. Dist. LEXIS 135770, at \*8 (D. Colo. July 31, 2020) (appointing Dovel co-lead class counsel among four competing groups). Dovel also has the rare ability to try complex class cases to verdict. Dovel obtained a \$925 million jury verdict in a consumer class action in Oregon federal court. *Wakefield v. Visalus, Inc.*, No. 3:15-cv-1857-SI (D. Or.).



- *Goodrich v. Alterra Mountain Co*, No. 1:20-cv-01057 (D. Colo) (\$20 million settlement in class action seeking refunds for ski area closures during the pandemic)
- *Liu et al. v. Home Depot USA, Inc.*, No. 2:23-cv-01217 (W.D. Wash.) (\$19 million settlement in class action alleging deceptive product discounting)
- *Zuccaro v. Hot Topic, Inc.*, No. 3:23-cv-01242 (D. Or.) (\$13 million settlement in class action alleging deceptive product discounting)
- *McKinney v. Corsair Gaming, Inc.*, No. 4:22-cv-00312 (N.D. Cal.) (\$5.5 million settlement in class action alleging mislabeling of high-speed computer memory)
- *Calchi et al. v. GlaxoSmithKline Consumer Healthcare Holdings et al.*, No. 7:22-cv-01341 (S.D.N.Y) (\$4.5 million settlement in class action alleging mislabeling of “non-drowsy” cough medicine)
- *Plowden et al. v. Similasan Corp.*, No. 1:23-cv-02511 (D. Colo.) (\$3.575 million settlement in class action alleging mislabeling of over-the-counter eye drops)
- *Zeller et al. v. Optavia, LLC*, No. 3:22-cv-00434 (S.D. Cal.) (\$3.4 million settlement in class action alleging violations of California Automatic Renewal Law)



## Additional Select Appointments

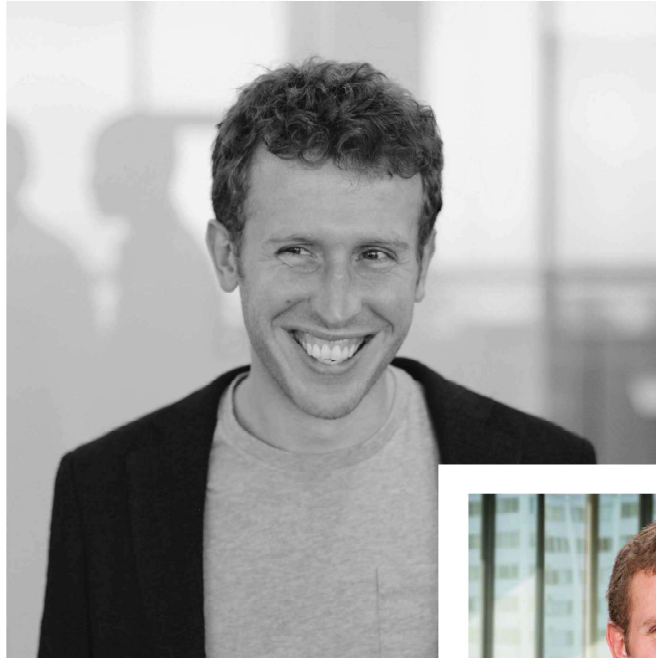
In the cases identified above, Dovel was appointed either interim class counsel or class counsel. Dovel has also been appointed class counsel, or to a leadership position, in the following cases:

- *Walker et al. v. Cedar Fair LP*, No. 3:20-cv-02176 (N.D. Ohio) (appointed class counsel for certified classes in a case seeking refunds for amusement park closures during the pandemic)
- *Oh v. Sunvalleytek International, Inc.*, No. 3:22-cv-00866 (N.D. Cal) (appointed class counsel for certified class in a case alleging that an Amazon electronics seller deceptively paid for positive product reviews)
- *In re Arch Insurance Company Ski Pass Insurance Litigation*, No. 4:20-md-02955 (W.D. Mo.) (appointed co-lead interim class counsel in class action MDL alleging breach of a travel insurance policy)
- *In Re: Apple Inc. App Store Simulated Casino-Style Games Litigation*, No. 5:21-md-02985 (N.D. Cal.) (appointed to leadership committee in class actions alleging that Apple, Google, and Facebook facilitated illegal gambling through social casino apps)
- *Earl et al. v. The Boeing Company et al.*, No. 4:19-cv-00507 (E.D. Tex) (appointed class counsel in certified class action alleging a conspiracy to defraud consumers about the safety of the 737-MAX aircraft)

## Who we are

### Simon Franzini

Partner



Simon co-leads the firm's class action practice. In 2019, Simon tried a federal class action alleging violations of the Telephone Consumer Protection Act. The jury found that the defendant had violated the TCPA 1,850,440 times, amounting to \$925 million dollars in liability. Based on Simon's success, Dovel & Luner was selected as a finalist for The National Law Journal's 2020 Elite Trial Lawyers "Law Firm of the Year" award in Consumer Protection.

**Jury Reaches \$925 Million Verdict in Telemarketing Case**

- Harvard Law School  
(J.D., *magna cum laude*, 2012)
- New York University  
(B.A., *summa cum laude*,  
Phi Beta Kappa, 2009)

# Who we are

## Jonas Jacobson

Partner



Jonas co-leads the firm's class action practice. *Business Insider* named Jonas a "[rising star of the courtroom](#)" for his ability to try complex class actions. In 2019, Jonas tried a Telephone Consumer Protection Act class action in Oregon federal court. The jury returned a \$925 million verdict for the class. Before becoming a trial attorney, Jonas as a jury consultant.

- Stanford Law School  
(J.D., Order of the Coif, 2009)
- Stanford University  
(M.A., Psychology, 2009)
- Princeton University  
(B.A., *summa cum laude*,  
Phi Beta Kappa, 2005)

## Who we are

### Christin Cho

Partner



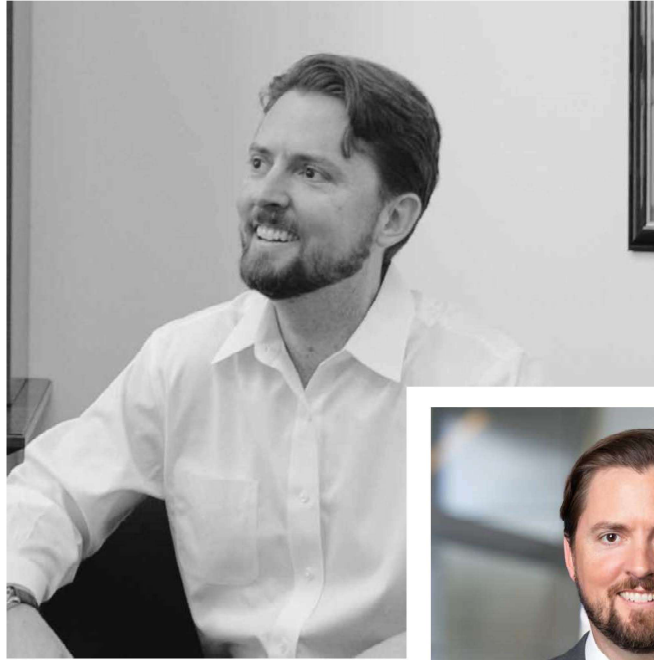
Christin serves on the leadership committee in *In Re: Simulated Casino Style Games*, No. 5:21-md-02985 (N.D. Cal.) (class actions alleging that Apple, Google, and Facebook facilitated illegal gambling through social casino apps). Christin joined the firm in 2007, after serving as a law clerk to Ninth Circuit Judge J. Clifford Wallace.

- Law clerk to Ninth Circuit Judge J. Clifford Wallace (2006-07)
- U.C. Berkeley School of Law (J.D., Order of the Coif, 2005)
- Amherst College (B.A., *cum laude*, 2001)

## Who we are

### Rick Lyon

Partner



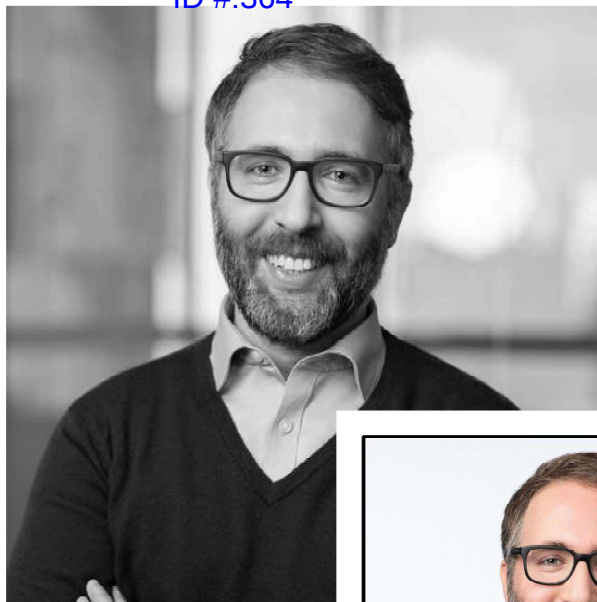
Rick's practice focuses on class actions, commercial litigation, and intellectual property. Rick has successfully litigated cases on behalf of a wide range of clients, including consumers, individuals, non-profit research centers, small technology start-ups, and Fortune 500 companies.

- Harvard Law School  
(J.D., *cum laude*, 2003)
- Stanford University  
(B.S., 2000)

## Who we are

### Daniel Vaknin

Counsel



After law school, Daniel served as a judicial law clerk to the Honorable Michael E. Ridgway of the United States Bankruptcy Court for the District of Minnesota for about three years.

Daniel then returned to San Francisco and practiced law there, primarily focusing on debtor-creditor relations, before joining the firm as counsel.

He continues to contribute updates to the Bankruptcy Law Manual, a publication of Thomson Reuters.

- University of Illinois College of Law, (J.D., cum laude, 2015)
- San Francisco State University, (B.A., 2010)

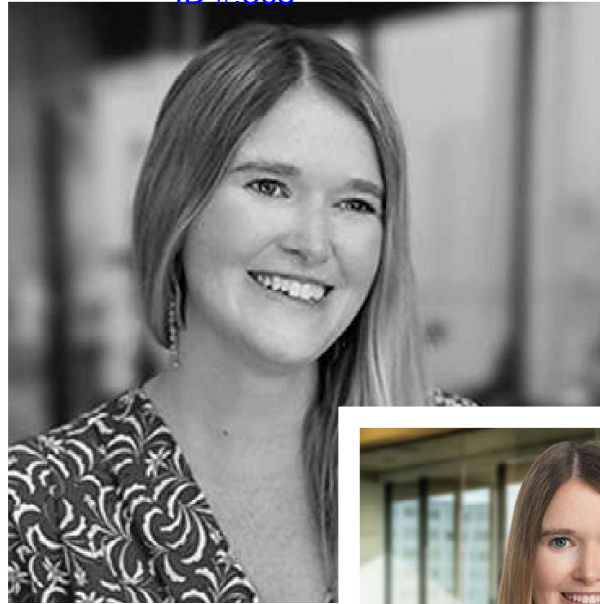
#### Prior Associations

- Law Clerk to Michael E. Ridgway, of the U.S. Bankruptcy Court for the District of Minnesota
- Murphy, Pearson, Bradley & Feeney, LLP
- Macdonald Fernandez, LLP

## Who we are

### Grace Bennett

Associate



Grace joined Dovel & Luner after graduating from Harvard Law School.

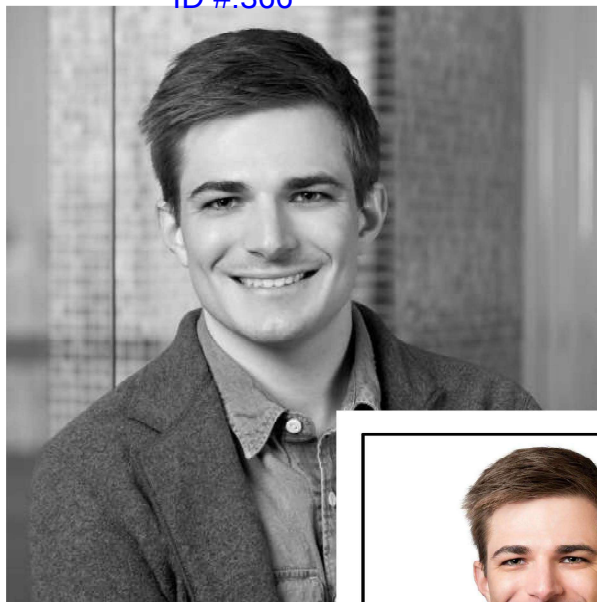
Grace's work focuses on the firm's class action practice, where she represents consumers in a number of product liability and deceptive advertising cases.

- Harvard Law School (J.D., *magna cum laude*)
- Georgetown University (B.A., *magna cum laude*, Phi Beta Kappa)

## Who we are

### Martin Brenner

Associate



Martin graduated *magna cum laude* from Harvard Law School.

During law school, Martin reviewed articles as part of the Journal of Law and Technology's Submissions Committee. Martin served as a clerk on the U.S. Court of Appeals for the Third Circuit.

Martin joined Dovel & Luner after working as an Associate at Hueston Hennigan.

- Harvard Law School (J.D., *magna cum laude*, 2020)
- University of California, Los Angeles (B.A., *magna cum laude*, 2017)

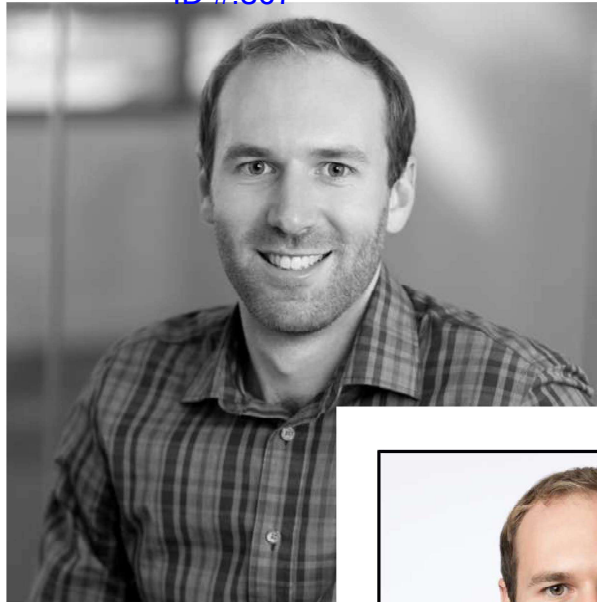
#### Prior Associations

- Law Clerk to Judge Thomas M. Hardiman of the U.S. Court of Appeals for the Third Circuit
- Hueston Hennigan

## Who we are

### Gabe Doble

Associate



Gabe joined Dovel & Luner after graduating *magna cum laude* from Harvard Law School, where he served as Articles Co-Chair for the Harvard Law Review. He spent two years at the firm before leaving to clerk on the U.S. Court of Appeals for the First Circuit, and returned to the firm after his clerkship.

Gabe's litigation experience extends beyond his time at the firm. In law school, Gabe wrote the bulk of a brief submitted to the New Hampshire Supreme Court, arguing that a state agency's denial of a certificate for a \$1.6 billion energy project should be affirmed. The court unanimously affirmed, adopting many of the arguments in Gabe's brief. Gabe also wrote a petition for certiorari to the United States Supreme Court as part of the Supreme Court Litigation Clinic.



- Harvard Law School, (J.D., *magna cum laude*, 2020)
- Middlebury College, (B.A., *summa cum laude*, Phi Beta Kappa, 2017)

#### Prior Associations

- Law Clerk to Judge William J. Kayatta, Jr., of the U.S. Court of Appeals for the First Circuit

3           And then I'll note that class counsel, the firm of  
4 Dovel & Luner, are highly qualified and have extensive class  
5 action experience, having been appointed class counsel in  
6 multiple consumer class actions,

*Calchi et al. v. GlaxoSmithKline Consumer Healthcare Holdings et al.,  
No. 22-cv-1342 (S.D.N.Y), Hon. Kenneth M. Karas (Jan. 21, 2025 Transcript)*



# **DOVEL & LUNER**

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# EXHIBIT B

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiffs,

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

v.

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

Defendants.

Declaration

of

**COLIN B. WEIR**

October 28, 2025

I, Colin B. Weir, declare as follows:

1. I am President at Economics and Technology, Inc. ("ETI"), 100 Franklin Street, 6th Floor, Boston, Massachusetts 02110. ETI is a research and consulting firm specializing in economics, statistics, regulation and public policy. I am the same Colin B. Weir that has previously submitted written testimony in this matter on March 15, 2024 ("Original Weir Declaration"). The Original Weir Declaration contains my qualifications, background, and experience, and background of the case. I hereby incorporate that declaration by reference.

2. Counsel has asked that I provide exemplar price premium statistics related to non-health and safety-related label claims from other cases where I have performed such calculations. Counsel has also asked me to state my typical budget for conducting analyses to calculate such price premium statistics.

**Typical price premiums I have calculated for non-safety-related label claims range from 0% to 16%**

3. I have been involved in many litigations where a price premium or overpayment amount has been calculated for a variety of label claims.<sup>1</sup>

4. In some instances, our research indicates that while there was a good faith basis to believe that a claim carried a price premium, the claim instead has no statistically significant difference from zero, or stated differently, that the price premium for that claim is 0%. For example, in *Krommenhock v. Post Foods, LLC*, a colleague and I reported our findings of a 0% price premium for the label claim "Less Processed" on Post cereals.

5. At the upper end of the range, in *Maldonado v. Apple*, I and a colleague measured the price premium attributable to an "equivalent to new in performance and reliability" claim for

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<sup>1</sup> The discussion that follows relates to premiums associated with non-safety-related claims on consumer packaged goods and is not intended to reflect issues where human or animal health or safety, or product defects are the focus of the study.

Declaration of Colin B. Weir  
October 28, 2025  
Page 2 of 3

replacement iPhones that were alleged to be used, refurbished, and remanufactured. The calculated price premium was 15.7%.

6. It is typical (although certainly not absolute) that premiums for non-health and safety-related labels fall in this range of 0-16%. For example, in *Belfiore v. Procter and Gamble*; *Kurtz v. Kimberly Clark and Costco*; and *Pettit v. Procter & Gamble*, I provided testimony that the price premium related to a labeling claim ranged from approximately 7.5-9%. Recently, I gave testimony in front of the jury in the *Banks v. Bigelow* matter. I reported the findings of my research that the label statement at issue in that case had a price premium of 11.07%.

#### **Budget for price premium analysis**

7. When my firm conducts conjoint research to estimate a price premium in the litigation context, we estimate that the cost of such a survey from the beginning of the research to the reporting of results that have undergone rigorous quality control and tests for the statistical reliability of such results to be approximately \$125,000 -- though the firm bills for the time and expenses actually incurred, and the cost can certainly increase if unforeseen issues arise. Similarly, when we perform a hedonic regression analysis, to estimate a price premium in the litigation context with similar quality controls and tests, the budget is also approximately \$125,000, with the caveat that data collection and preparation could cause an increase in the cost of the project. In total, the cost to perform the proposed analyses set forth in the Original Weir Declaration could well exceed \$250,000.

8. My testimony is based upon the information and data presently available to me. Additional, different and/or updated data including market research data may be obtained in advance of trial. I therefore reserve the right to amend or modify my testimony.

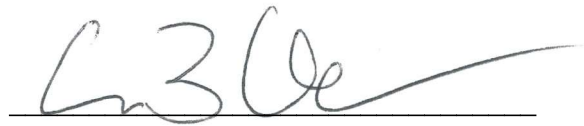
Declaration of Colin B. Weir  
October 28, 2025  
Page 3 of 3

**Reservation of rights**

9. My testimony is based upon the information and data presently available to me. Additional, different and/or updated data including market research data may be obtained in advance of trial. I therefore reserve the right to amend or modify my testimony.

VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief, and that this declaration was executed at Boston, Massachusetts, this 28th day of October, 2025.

A handwritten signature in black ink, appearing to read 'C. B. Weir', is written over a horizontal line.

Colin B. Weir

# EXHIBIT C

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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

~~PROPOSED~~ ORDER GRANTING  
MOTIONS FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FOR ATTORNEYS' FEES, COSTS, AND  
INCENTIVE AWARDS

**\*\*AS MODIFIED\*\***

Re: ECF Nos. 177, 180

1 On January 8, 2026, a hearing was held on the Motion of Plaintiffs Antonio McKinney,  
2 Clint Sundeen, and Joseph Alcantara, on behalf of themselves and Settlement Class Members, for  
3 final approval of a Class Action Settlement Agreement entered into between Plaintiffs and  
4 Defendant Corsair Gaming, Inc. (collectively, the “Parties”). Upon review and consideration of the  
5 Settlement Agreement, the Motion for Final Approval of Class Action Settlement and  
6 accompanying materials, the Motion for Attorneys’ Fees, Costs, and Incentive Awards and  
7 accompanying materials, and the evidence and arguments of counsel presented throughout the  
8 settlement approval process, the Court **GRANTS** final approval of the Settlement and **GRANTS**  
9 Class Counsel’s request for attorneys’ fees, costs, and incentive awards. The Court **ORDERS** and  
10 makes the following findings and determinations:

- 11 1. The Court has personal jurisdiction over all of the Parties to this Action, including  
12 Settlement Class Members. The Court has subject matter jurisdiction over this  
13 Action, and all matters related to the Settlement.
- 14 2. The Settlement Agreement, ECF No. 153-1, and the amendments thereto, ECF No.  
15 158-1 and ECF No. 174-1 (collectively, “Agreement”), are incorporated by reference  
16 into this Order.

17 Approval of Notice and Settlement Administration

- 18 3. Notice was distributed to Settlement Class Members as ordered in this Court’s  
19 Preliminary Approval Order, ECF No. 170 (“Preliminary Approval Order”). Notice  
20 included direct notice by email or mail to Class Members for whom Defendant had  
21 contact information, as well as the implementation of a substantial media campaign  
22 with an approximate reach of 81%, and the creation and maintenance of the  
23 Settlement Website and a toll-free hotline.
- 24 4. The Court finds that notice was disseminated in a manner that: (a) constituted the best  
25 notice practicable under the circumstances; (b) was reasonably calculated, under the  
26 circumstances, to inform all Settlement Class Members of the pendency of this  
27 Action, of the terms and effect of this Settlement, of their right to opt out of or object  
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1 to this Settlement, of the Fairness Hearing and Class Members’ right to appear at it,  
2 of Class Counsel’s fees and costs request, and of the Class Representatives’ request  
3 for incentive awards; (c) is reasonable and constituted due, adequate, and sufficient  
4 notice to all Class Members; (d) satisfied the requirements of the United States  
5 Constitution, the Federal Rules of Civil Procedure, the rules of this Court, and all  
6 other applicable law.

7 5. The notices themselves provided all necessary information concerning the allegations  
8 at issue, the Settlement’s terms, impact, and relevant deadlines, how to file a Claim  
9 Form, and Settlement Class Members’ ability to opt out of or object to the Settlement.  
10 See Weisbrot Decl., ECF No. 180-2, Exhibits C-G (showing notice documents). The  
11 Settlement Website provided additional information to Class Members, including via  
12 a comprehensive “FAQ” page, and a page providing important documents related to  
13 the Settlement (including the operative Complaint, the Settlement, the Preliminary  
14 Approval Order, other Orders impacting the Settlement, and, once filed, Class  
15 Counsel’s Motion for Fees, Costs, and Incentive Awards). The Court finds that  
16 thorough and effective notice was successfully administered.

17 6. The Court also finds the Settlement Administrator’s costs for notice and  
18 administration—which match the number provided and considered at preliminary  
19 approval—are fair and reasonable, and confirms The Angeion Group as the  
20 Settlement Administrator. Weisbrot Decl. ¶ 27 (explaining that notice and  
21 administration was provided at a fixed cost of \$450,000).

22 Certification of the Settlement Class

23 7. Pursuant to Federal Rule of Civil Procedure 23, the Court finally certifies the  
24 following Settlement Class, for settlement purposes only:

25 All individuals in the United States who purchased one or more  
26  
27  
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Products from January 14, 2018, to July 2, 2025.<sup>1</sup>

8. “Products” is defined as “any Corsair DDR-4 (non-SODIMM/laptop) memory product with a rated speed over 2133 megahertz (MHz) or any Corsair DDR-5 (non-SODIMM/laptop) memory product with a rated speed over 4800 megahertz.”

9. This Class is the same as was conditionally certified in the Court’s Preliminary Approval Order, and it incorporates the non-substantive correction to the definition of “Products” previously approved by the Court. *See* ECF No. 175. The Court again finds that this Settlement Class satisfies the requirements of Rule 23(a) and 23(b).

10. First, the Settlement Class, which includes the purchasers of approximately 12 million products, is so numerous that joinder of all Class Members in a single action is impracticable. Next, there are common questions of law and fact, and these common questions predominate over all individual questions. In addition, the claims of the Class Representatives are typical of the Settlement Class. And the Class Representatives, along with Class Counsel, have no conflicts with Settlement Class Members and have fairly and adequately represented their interests. Finally, a class action is a superior mechanism for the resolution of the claims in this case.

11. The findings and rulings herein are for settlement purposes only and may not be cited or otherwise used to support certification of any contested class or subclass against Defendant in this or any other action.

The Settlement Warrants Final Approval

12. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court grants final approval of the Settlement.

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<sup>1</sup> 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) the person who properly executed and filed a timely request for exclusion from the Class, and (5) the legal representatives, successors or assigns of the excluded person.

- 1           13.    The Parties litigated this case for years prior to reaching the Settlement, including  
2                    briefing multiple motions to dismiss, engaging in extensive discovery, and briefing  
3                    Plaintiffs’ motion seeking class certification and four *Daubert* motions challenging  
4                    Plaintiffs’ class certification experts. Thus, the Parties approached settlement  
5                    negotiations with a thorough understanding of the case, including sufficient  
6                    information to evaluate the value of the case and potential risks for both sides.
- 7           14.    The Settlement was negotiated at arm’s length with the aid of an experienced  
8                    mediator who ultimately issued a mediator’s proposal that both Parties accepted.
- 9           15.    The Settlement provides for both monetary and non-monetary relief. The Settlement  
10                   requires that Corsair make certain changes to its representations related to product  
11                   speed in its labeling and advertising, and it also creates a \$5,500,000 non-  
12                   reversionary common fund for the benefit of the Settlement Class. This fund will  
13                   cover direct payments to Class Members who filed a valid Claim Form, as well as  
14                   notice and administration costs, attorneys’ fees and costs, and incentive awards to the  
15                   Class Representatives. This relief is fair, adequate, and reasonable, and in the best  
16                   interest of the Settlement Class. As a result, the Parties are directed to implement the  
17                   Agreement according to its terms and provisions.
- 18          16.    The Settlement is reasonable given the risks of continued litigation. The Parties  
19                   vigorously contest liability in this Action, and, when the Settlement was reached,  
20                   Plaintiffs’ motion for class certification was still pending. Plus, regardless of any  
21                   potential future success for Plaintiffs, continued litigation would impose additional  
22                   expense and delay on the Settlement Class.
- 23          17.    The Class Representatives and Class Counsel adequately represented the Settlement  
24                   Class for the purposes of entering into and implementing the Settlement, and they  
25                   now recommend the Settlement. The Class Representatives actively participated in  
26                   the Action and provided valuable services to the Class, including by responding to  
27                   discovery requests, providing their computer systems for inspection, and preparing  
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1 and sitting for depositions. There are no signs of collusion that give the Court pause.  
2 As explained below, Class Counsel’s fees and costs request is reasonable and within  
3 the bounds of fee awards approved in this Circuit. The Settlement does not involve a  
4 clear sailing provision—Defendant was entitled to oppose Class Counsel’s fee  
5 request. And none of the benefits under the Settlement will revert to Defendant. Any  
6 expired checks provided under the Settlement will go toward a *cy pres* award to Khan  
7 Academy, a non-profit organization that provides free online educational resources,  
8 including for computer science and other STEM subjects. The Court finds that Khan  
9 Academy’s goals are relevant to the subject of this action, and that it is a reasonable  
10 *cy pres* recipient.

11 18. For these reasons, the Court reaffirms its preliminary appointment of Plaintiffs  
12 Antonio McKinney, Clint Sundeen, and Joseph Alcantara as Class Representatives  
13 and Dovel & Luner LLP and Kneupper & Covey, PC as Class Counsel.

14 19. Finally, the reaction of the Settlement Class favors approval.  
15 a. Only one Settlement Class Member, Mr. Darrel Jones, requested to be  
16 excluded from this Settlement. The Court now grants this request and holds  
17 that Mr. Jones does not relinquish any rights pursuant to the Settlement.  
18 b. Only one Class Member objected to the Settlement. The Court has reviewed  
19 that objection, filed by Mr. Allen Kenda, and overrules it. Kenda objects that  
20 claimants who submit a proof of purchase should receive a higher portion of  
21 the settlement fund because they have “suffered a greater burden of proof.”  
22 ECF No. 179 at 1. The Court finds that the Settlement’s provision of relief to  
23 Class Members without a proof of purchase for up to five items, but allowing  
24 relief for more than five items with proofs of purchase, strikes a reasonable  
25 balance between not burdening Class Members who might be unlikely to keep  
26 receipts for all purchases and protecting against potentially fraudulent claims  
27 for large numbers of purchases. Kenda purchased one item, and while he  
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1 submitted a proof of purchase, he need not have done so. He was not held to a  
2 higher burden of proof.

3 c. Finally, approximately 62,958 Claim Forms were submitted, covering at least  
4 266,550 products. This means that Settlement Class Members filed claims  
5 covering at least 2.2% of the relevant products at issue. This response rate,  
6 while low, is reasonable and in line with other settlements that have been  
7 approved.

8 In total, the Court finds that the Settlement Class has reacted favorably to the  
9 Settlement.

10 Approval of Attorneys' Fees, Costs, and Incentive Award

11 20. After considering Class Counsel's Motion for Attorneys' Fees, Costs, and Incentive  
12 Awards, the Court grants the requested award of \$1,375,000 in fees and \$285,703.02  
13 in costs. The requested fee award is in line with the 25% benchmark for common-  
14 fund cases in this Circuit. The award is justified given the result achieved for the  
15 Settlement Class, Counsel's work in this case and expertise in false advertising cases,  
16 the lack of any objections to the award, and a lodestar crosscheck, which results in a  
17 reasonable multiplier of 1.2. The Court notes that a disproportionate amount of the  
18 legal work on the case was performed by senior lawyers, which inflated the lodestar.  
19 However, even a reduced lodestar would result in a reasonable multiplier, so the  
20 Court does not reduce the attorney's fees award on this basis. The Court also finds  
21 that the requested costs were reasonable for the litigation and settlement of this  
22 Action.

23 21. The Court will withhold 10% of the attorneys' fees granted in this order until the  
24 post-distribution accounting described below has been filed. Class Counsel shall file  
25 a proposed order releasing the remainder of the fees when they file their post-  
26 distribution accounting.

27 22. The Court also grants the Class Representatives' request for \$5,000 incentive awards  
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1 each. Such awards are presumptively reasonable in this District and are justified  
2 given the Class Representatives’ substantial efforts in this case, including responding  
3 to discovery and sitting for depositions.

4 Release of Claims

5 23. The Court has reviewed the Released Claims defined in the Agreement, which  
6 include Unknown Claims. The Court incorporates the definitions of Released Claims  
7 and Unknown Claims as provided in the Agreement.

8 24. As of the Effective Date, the claims asserted in this Action, and the Released Claims  
9 of each Class Member, except Mr. Jones, as addressed above, are fully, finally, and  
10 forever released pursuant to the terms of the Agreement. The Released Parties are  
11 forever discharged from the Released Claims.

12 25. Plaintiffs, the Releasing Parties, and all Settlement Class Members, except Mr. Jones,  
13 are permanently barred and enjoined from filing, commencing, prosecuting,  
14 intervening in, or participating in (as class members or otherwise) any lawsuit or  
15 other action in any jurisdiction or forum based on the Released Claims. As of the  
16 Effective Date, the Agreement will be binding on, and have res judicata and  
17 preclusive effect in all pending and future lawsuits or other proceedings maintained  
18 by or on behalf of, Plaintiffs, the Releasing Parties, and Settlement Class Members,  
19 except Mr. Jones, with respect to the Released Claims.

20 Final Judgment and Schedule

21 26. As a result of the Settlement’s Final Approval, Final Judgment is entered based on the  
22 Parties’ Agreement. Thus, this Action is **DISMISSED** (including all individual  
23 claims and class claims presented) on the merits and with prejudice, without fees or  
24 costs to any party except as provided in this Order.

25 27. Notwithstanding the dismissal, and without affecting the finality of the Final  
26 Judgment, the Court shall retain jurisdiction as to all matters relating to  
27 administration, consummation, enforcement, and interpretation of the Agreement and  
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the Final Judgment, and for any other necessary purposes (including reviewing Plaintiffs’ post-distribution accounting and taking any necessary action in response).

28. The Court orders the Parties to follow the schedule as laid out in the Settlement Agreement and subsequent orders. In compliance with the Northern District of California’s Procedural Guidance for Class Action Settlements and this Court’s standing order, Plaintiffs must file a post-distribution accounting within 21 days after the distribution of settlement funds. In addition to the information contained in the District’s Procedural Guidance for Class Action Settlements, the post-distribution accounting shall discuss any significant or recurring concerns communicated by class members to the settlement administrator or counsel since final approval, any other issues in settlement administration since final approval, and how any concerns or issues were resolved.

29. This matter is set for a further case management conference on July 28, 2026, with a case management statement due on July 21, 2026. The parties may request that the case management conference be continued if additional time is needed to complete the distribution. The conference will be vacated if the post-distribution accounting has been filed and the Court has released the remaining attorneys’ fees.

No Admissions

30. By entering this Order, and the Final Approval and Final Judgment, the Court makes no determination on the merits of Plaintiffs’ allegations. Neither the Agreement nor any related documents or communications will be construed or used in any proceeding as an admission or evidence of wrongdoing or liability on the part of Defendant. Defendant denies that it violated any law and maintains that it agreed to the Settlement to avoid the uncertainties, burdens, and expenses associated with continuing the case.

Effect of Termination or Reversal


31. If the Effective Date of the Settlement does not occur for any reason, the Parties will

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be restored to the status quo ante as set forth in the Agreement. In such event, the Settlement Class will be deemed vacated, and the certification of the Settlement Class for settlement purposes will not be considered or used in connection with any class certification proceedings.

**IT IS SO ORDERED.**

Dated: January 8, 2026

  
HON. JON S. TIGAR  
UNITED STATES DISTRICT JUDGE

# EXHIBIT D

1 Richard Lyon (Cal. Bar No. 229288)  
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2 Simon Franzini (Cal. Bar No. 287631)  
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14  
15 *Attorneys for Plaintiffs*

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

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

20 *Plaintiffs,*

21 v.

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

25 *Defendants.*  
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Case No. 2:22-cv-00685-SSS-MARx

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

**NOTE CHANGES MADE BY COURT**

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

6 1. The Court preliminarily certifies the Settlement Class, as defined in §1.30 of the  
7 agreement, for the purposes of settlement only. The Court finds, for settlement purposes only, that the  
8 Settlement Class satisfies the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil  
9 Procedure: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there  
10 are questions of law and fact common to the Settlement Class; (c) Plaintiffs’ claims are typical of the  
11 claims of the Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately protect the  
12 interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class  
13 predominate; and (f) a class action is a superior method to adjudicate this dispute.

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

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

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

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

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

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

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

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

9 9. The Court orders the following schedule.

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

21  
 22 10. The Court hereby sets a Final Approval Hearing on **June 5, 2026 at 2:00 p.m.** in  
 23 Courtroom 2 of the United States District Court for the Central District of California, located at 3470  
 24 Twelfth Street, Riverside, California 92501. The Court may continue or adjourn the Final Approval  
 25 Hearing without further notice to Settlement Class Members.

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

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

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

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

9           **IT IS SO ORDERED.**

10          Dated: January 7, 2026



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HON. SUNSHINE S. SYKES  
UNITED STATES DISTRICT JUDGE

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