

Exhibit B

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

IN RE: FISHER-PRICE ROCK 'N PLAY
SLEEPER MARKETING, SALES
PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

MDL No. 1:19-md-2903

Hon. Geoffrey W. Crawford

This Document Relates To: ALL CASES

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT,
DIRECTING NOTICE TO THE SETTLEMENT CLASS AND SCHEDULING FINAL
APPROVAL HEARING**

Plaintiffs Elizabeth Alfaro, Emily Barton, Linda Black, Luke Cuddy, Rebecca Drover, Megan Fieker, Karen Flores, Nancy Hanson, Jena Huey, Samantha Jacoby, Megan Kaden, Kerry Mandley, Cassandra Mulvey, Joshua Nadel, Melanie Nilius Nowlin, Daniel Pasternacki, Jessie Poppe, Katharine Shaffer, Emily Simmonds, Josie Willis, and Renee Wray (collectively, “Plaintiffs”) and Defendants Fisher-Price, Inc. (“Fisher-Price”) and Mattel, Inc. (“Mattel”) (collectively, “Defendants” and, together with Plaintiffs, the “Parties”) have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement” or “Settlement Agreement”).¹ Under the Settlement Agreement, subject to the terms and conditions therein and subject to final approval of the Settlement by this Court, the Action will be dismissed with prejudice, and Class Representatives and the proposed Settlement Class would fully, finally, and forever resolve, discharge, and release their claims against the Released Parties in exchange for Defendants’ agreement to provide the relief set forth in the Settlement Agreement.

The Settlement Agreement has been filed with the Court, and Plaintiffs have filed an

¹ Capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.

Unopposed Motion for Preliminary Approval of Class Settlement for Preliminary Certification of the Settlement Class for settlement purposes only, and the issuance of related orders (the “Motion”). Upon considering the Motion and exhibits thereto, the Settlement Agreement and its exhibits, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

Personal Jurisdiction and Venue

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions alleged by the Class Representatives occurred in this District.

Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Class Counsel

3. In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class— *i.e.*, all Rule 23(a)² factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. The Court preliminarily finds, for settlement purposes only, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Settlement Class is appropriate under Rule 23. The Court, therefore, preliminarily certifies the following Settlement Class for settlement purposes only:

² All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

All Persons in the United States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions who, during the Class Period, (a) purchased (including to be given as a gift to another Person) or acquired (including by gift) an RNPS, or (b) have an RNPS in their possession.

Excluded from the Class are: (i) Persons who participated in the Recall and received a cash refund; (ii) Persons who purchased an RNPS for the sole purpose of resale to consumers at wholesale or retail, (iii) Defendants, their subsidiaries, and their legal representatives, successors, assignees, officers, directors and employees; (iv) Plaintiffs' Counsel; and (v) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Settlement Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

"RNPS" means all models of the Fisher-Price Rock 'n Play Sleepers, including specifically those identified in the Settlement Agreement at Exhibit 1. "Class Period" means January 1, 2009 to the present. "Claims Deadline" means the date by which all Claim Forms must be postmarked or received by the Settlement Administrator to be considered timely. "Recall" means the April 12, 2019 recall of RNPS jointly announced by the Consumer Product Safety Commission and Fisher-Price entitled "Fisher-Price Recalls Rock 'n Play Sleeper Due to Reports of Deaths," including all reannouncements and updates thereto.

5. Specifically, the Court preliminarily finds, for settlement purposes only, that the Settlement Class, for preliminary approval only, satisfies the following factors of Rule 23:

- (a) Numerosity: The Court preliminarily finds, for settlement purposes only, that the Settlement Class is ascertainable from Defendants' records as well as from other objective criteria, and the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable. *See Vu v. Diversified Collection Servs., Inc.*, 293 F.R.D. 343, 352 (E.D.N.Y. 2013) ("While there is no magic number, courts have found numerosity to be satisfied by a class of forty

members.”) (citing *Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Here, there are up to 4.7 million potential Settlement Class Members. Therefore, the Court preliminarily finds, for settlement purposes only, that the Rule 23(a)(1) numerosity requirement is met.

- (b) Commonality: The Court preliminarily finds, for settlement purposes only, that the commonality requirement of Rule 23(a)(2) is satisfied for settlement purposes because there are multiple questions of law and fact that center on the manufacturing, marketing and sale of the RNPSs as alleged and/or described in the Consolidated Class Action Complaint, which are common to the Settlement Class. *See Dupler v. Costco Wholesale Corp.*, 249 F.R.D. 29, 37 (E.D.N.Y. 2008) (“A single common issue of law will satisfy the commonality requirement.”).
- (c) Typicality: The Court preliminarily finds, for settlement purposes only, that the Class Representatives’ claims are typical of the other Settlement Class Members’ claims for purposes of Settlement because they concern the same alleged conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. *See Shabazz v. Morgan Funding Corp.*, 269 F.R.D. 245, 250 (S.D.N.Y. 2010) (“Rule 23(a)(3) is satisfied when each class member’s claim arises from the same course of events and each class member makes similar legal arguments to prove the defendant’s liability.”). Therefore, the Court preliminarily finds, for settlement purposes only, that Rule 23(a)(3) is satisfied.
- (d) Adequacy: The Court preliminarily finds, for settlement purposes only, that the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the Class Representatives’ interests and the nature of

claims alleged are consistent with those of the members of the Settlement Class; (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class; and (iii) the Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex class actions. Therefore, the Court preliminarily finds, for settlement purposes only, Rule 23(a)(4) is satisfied.

- (e) Predominance and Superiority: The Court preliminarily finds, for settlement purposes only, that Rule 23(b)(3) is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for Settlement Class Members in a single, coordinated proceeding is superior to individual lawsuits addressing the same issues.

6. For settlement purposes only, the Court appoints the following persons as Class Representatives: Elizabeth Alfaro, Emily Barton, Linda Black, Luke Cuddy, Rebecca Drover, Megan Fieker, Karen Flores, Nancy Hanson, Jena Huey, Samantha Jacoby, Megan Kaden, Kerry Mandley, Cassandra Mulvey, Joshua Nadel, Melanie Nilus Nowlin, Daniel Pasternacki, Jessie Poppe, Katharine Shaffer, Emily Simmonds, Josie Willis, Renee Wray, plaintiffs in the Action.

7. The Court appoints the following persons and entities as Class Counsel:

Demet Basar
James Eubank
Paul Evans
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034
Email: Demet.Basar@BeasleyAllen.com
Email: James.Eubank@BeasleyAllen.com
Email: Paul.Evans@BeasleyAllen.com

Preliminary Approval of the Settlement

8. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any the proposed methods of distributing relief to the class, including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. FED. R. CIV. P. 23(e)(2) (amended Dec. 2018).

9. Preliminary approval is appropriate where the proposed settlement appears to be the “result of serious, informed, non-collusive (‘arm’s length’) negotiations, where there are no grounds to doubt its fairness and no other obvious deficiencies . . . and where the settlement appears to fall within the range of possible approval.” *Cohen v. J.P. Morgan Chase & Co.*, 262 F.R.D. 153, 157 (E.D.N.Y. 2009).

10. The Court approves, for settlement purposes only, and subject to the Final Approval Hearing, the following:

- (a) The Settlement Agreement and the exhibits appended to the Motion is fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the Class Representatives and Class Counsel have adequately represented the Settlement Class;
- (b) The Settlement was reached in the absence of collusion and is the product of informed, good-faith, arm’s-length negotiations between the Parties and their

capable and experienced counsel with the assistance and oversight of three highly-regarded mediators—Christopher Ekman, Jill R. Sperber and the Honorable Margaret Morrow (Ret.);

- (c) The relief provided is adequate given: (i) the costs, risks and delay of trial and appeal, (ii) the proposed method of distributing relief to the Settlement Class, including the method of processing Claims; (iii) the terms of the proposed attorney’s fees and timing of payment, and (iv) the remaining terms of the Settlement Agreement; and
- (d) The Class Representatives have submitted sufficient information for the Court to support that Notice should be disseminated as “the proposed settlement will likely earn final approval.” *See* FED R. CIV. P. 23(e) advisory committee’s note to 2007 amendment.

11. For settlement purposes only, the Court finds that the Settlement, including the exhibits, appended to the Motion is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement Agreement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Final Judgment. *See Cohen*, 262 F.R.D. at 157.

Approval of Notice Plan and Direction to Effectuate the Notice

12. The Court approves and authorizes the form and content of the notices to be provided to the Settlement Class, substantially in the forms appended as Exhibits 4 and 5 to the Settlement Agreement. The Court further approves the establishment of an internet website for the

Settlement. The Court finds that (a) the Notice Plan, described in Section IV of the Settlement Agreement, is the best practicable notice under the circumstances; (b) the Notice Plan is reasonably calculated under the circumstances to apprise the Settlement Class of (i) the pendency of the Action, preliminary class certification for settlement purposes only, (ii) the terms of the Settlement, (iii) their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's Fee Application, and (iv) the request for Class Representative Service Awards; (c) the notices and Notice Plan constitute sufficient notice to all persons and entities entitled to notice; and (d) the notices and Notice Plan satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court further finds that the forms of notice are written in simple terminology, are readily understandable by Settlement Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Settlement Class as per the Notice Plan.

13. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator.

14. The Settlement Administrator shall provide notice to the Settlement Class by implementing the Notice Plan, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 4 and 5 to the Settlement Agreement and approved by this Preliminary Approval Order. Notice shall be provided to the Settlement Class Members pursuant to the Notice Plan and the Settlement Administrator's Declaration (Settlement Agreement, Exs. 3 and 8), as specified in Section IV of the Settlement Agreement and approved by this Preliminary Approval Order.

15. The Settlement Administrator shall send the Direct Notice, substantially in the form attached to the Settlement Agreement as Exhibit 5, by email, if an email address is available, or by

U.S. Mail, proper postage prepaid to Settlement Class Members, as identified in the Customer Contact Information to be forwarded to the Settlement Administrator by Defendants and in data provided any retailers of the RNPS. The Customer Contact Information to be forwarded to the Settlement Administrator by Defendants and the data provided by any retailers is designated as “Highly Confidential – Attorneys’ Eyes Only” under the Protective Order entered in this case and may only be used and disclosed by the Settlement Administrator to provide notice and to administer the Settlement consistent with the Preliminary Approval Order and Protective Order. The sending of the Direct Notice shall be substantially completed in accordance with the Notice Plan.

Qualified Settlement Fund

16. The Court finds that the Settlement Fund is to be a “qualified settlement fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

- (a) The Settlement Fund is to be established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;
- (b) The Settlement Fund is to be established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and
- (c) The assets of the Settlement Fund are to be segregated from other assets of Defendants, the transferor of the payment to the Settlement Funds and controlled by an Escrow Agreement.

17. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Defendants may elect to treat the Settlement Fund as

coming into existence as a “qualified settlement fund” on the latter of the date the Settlement Fund meets the requirements of Paragraphs 16(b) and 16(c) of this Order or January 1 of the calendar year in which all of the requirements of Paragraph 16 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Funds on such date shall be treated as having been transferred to the Settlement Fund on that date.

18. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered to be a Settlement Administration Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

19. Any funds in the Settlement Fund Account in excess of \$250,000.00 (two hundred fifty thousand United States Dollars) shall be invested in short term United States Agency or Treasury Securities, or a mutual fund invested solely in such instruments, and shall collect and reinvest all earnings accrued thereon. Any funds held in the Settlement Fund Account in an amount of less than \$250,000.00 may be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) or may be invested as funds in excess of \$250,000.00 are invested. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process.

20. All funds held in the Settlement Fund Account relating to the Settlement shall be deemed to be in the custody of the Court until such time as the funds shall be distributed to Settlement Class Members or otherwise disbursed pursuant to the Settlement Agreement or further order of the Court.

21. Each Class Representative and Settlement Class Member shall be solely

responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to the Settlement Agreement.

Final Approval Hearing, Opt-Outs, and Objections

22. The Court directs that a Final Approval Hearing shall be scheduled for _____, 2024 at _____ [a.m. or p.m.], to assist the Court in determining whether to grant final approval to the Settlement Agreement, certify the Settlement Class for settlement purposes only, and enter the Final Approval Order and Final Judgment, and whether Class Counsel's Fee Application and request for Class Representative Service Awards should be granted. The Court will also hear and consider any properly lodged objections under the process set forth in the Settlement Agreement. The Final Approving Hearing may be postponed, adjourned or rescheduled by order of the Court without further notice to the Settlement Class Members.

23. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written Request for Exclusion to the Settlement Administrator at the address provided in the Long Form Notice, postmarked on a date ordered by the Court, specifying that he, she, they or it wants to be excluded and otherwise complying with the terms stated in the Long Form Notice. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendants' Counsel. A list reflecting all Requests for Exclusion shall be filed with the Court by the Settlement Administrator no later than five (5) days before the Final Approval Hearing. If a potential Class Member files a Request for Exclusion, he, she, they, or it may not file an objection under Section VI of the Settlement Agreement.

24. Any Settlement Class Member who does not file a timely written Request for Exclusion as provided in Section V of the Settlement Agreement shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Approval

Order and Final Judgment in the Action, even if he, she, they, or it has litigation pending or subsequently initiates litigation against Fisher Price and/or Mattel relating to the claims and transactions released in the Action. Defendants' Counsel shall provide to the Settlement Administrator, within ten (10) business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Defendants relating to claims involving the RNPS and/or otherwise covered by the Release.

25. The Opt-Out Deadline shall be specified in the Direct Notice, Publication Notice, and Long Form Notice. All persons and entities within the Settlement Class definition who do not timely and validly opt out of the Settlement Class shall be bound by all determinations and judgment in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

26. The Court further directs that any person or entity in the Settlement Class who does not opt out of the Settlement Class may object, directly or through a lawyer at his, her or its expense, to the Settlement Agreement, the Fee Application and/or the requested Service Awards to the Class Representatives. Objections must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and counsel for Defendants, at the following addresses:

a) Clerk of the Court

Clerk of the Court
United States District Court for the Western District of New York
P.O. Box 945
Burlington, Vermont 05402-0945
*In re: Fisher-Price Rock 'N Play Sleeper Marketing, Sales Practices, and Products
Liability Litigation; MDL No. 1:19-md-2903*

b) Class Counsel

Demet Basar
James Eubank
Paul Evans

Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034
Email: Demet.Basar@BeasleyAllen.com
Email: James.Eubank@BeasleyAllen.com
Email: Paul.Evans@BeasleyAllen.com

c) Counsel for Fisher Price and Mattel

Matthew P. Kanny
Counsel Goodwin Proctor LLP
520 Broadway, Suite #500
Santa Monica, California 90401
Tel.: (424) 436-3001
Email: MKanny@goodwinlaw.com

Lori G. Cohen
Greenberg Traurig LLP
Terminus 200
3333 Piedmont Road
Suite 2500
Atlanta, Georgia 30305
Tel.: (678) 553-2100
Email: cohenl@gtlaw.com

27. To be considered timely, an objection must be (1) filed electronically with the Court on or before _____ [the date specified in the Preliminary Approval Order], or (2) mailed to the Clerk of the Court with a postmark dated on or before _____ [the date specified in the Preliminary Approval Order], with copies provided to Class Counsel and Defendants' counsel. For a timely objection to be considered by the Court, the objection must set forth:

- (i) The case number and name of the Action;
- (ii) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- (iii) An explanation of the basis upon which the objector claims to be a Settlement Class

- Member, including the model of the RNPS, the place of purchase, the Purchase Price, and whether the RNPS is currently owned by the Class Member;
- (iv) Whether the objection applies only to the objector, to a specific subset of the Settlement Class or to the entire Settlement Class and all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel and any documents supporting the objection;
 - (v) The number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
 - (vi) The full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees and Expenses;
 - (vii) The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
 - (viii) The number of times the objector's counsel has objected to a class action settlement within the five (5) years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;
 - (ix) If the Settlement Class Member or his or her counsel have not made any such prior objection, the Settlement Class Member shall affirmatively so state in the written

materials provided with the objection;

- (x) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- (xi) A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (xii) The objector's dated signature.

28. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

Stay/Bar of Other Proceedings

29. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement, no Settlement Class Member, either directly, representatively, or in any other capacity (even those Settlement Class Members who validly and timely elect to be excluded from the Settlement Class, with the validity of the opt out request to be determined by the Court only at the Final Approval Hearing), shall commence, continue, or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Settlement Class Members who do not timely and validly exclude themselves from the Settlement Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Settlement Class Member shall be deemed to have forever released any and all such matters, claims, and causes of

action against any of the Released Parties as provided for in the Agreement.

Settlement Deadlines

30. The Settlement deadlines are as follows:

EVENT	DEADLINES
Initial Notice Date	Not later than fifteen (15) business days of the date of the Preliminary Approval Order
Defendants' Counsel shall provide to the Settlement Administrator, if available, the last known email and/or mail addresses of all Recall Participants and all other Persons that Defendants' records indicate are likely to be Settlement Class Members, consistent with the terms in the Settlement Agreement.	Not later than five (5) business days of the date of the Preliminary Approval Order
Defendants' Counsel shall provide to the Settlement Administrator a list of all counsel for anyone who has then-pending litigation against Defendants relating to claims involving the RNPS and/or otherwise covered by the Release.	Not later than ten (10) business days after entry of the Preliminary Approval Order
Notice to be Substantially Completed	[75 days after entry of the Preliminary Approval Order, 25 days prior to the Opt-Out and Objection Deadline]
Plaintiffs' Motion, Memorandum of Law, and Other Materials in Support of Final Approval to be Filed with the Court	[75 days after entry of the Preliminary Approval Order, 25 days prior to the Opt-Out and Objection Deadline]
Plaintiffs' Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees and Expenses, and Request for Class Representatives' Service Awards to be Filed with the Court	[75 days after entry of the Preliminary Approval Order, 25 days prior to the Opt-Out and Objection Deadline]
Deadline for Receipt by the Clerk of All Objections Filed and/or Mailed by Settlement Class Members	[100 days after entry of the Preliminary Approval Order]
Deadline for filing Notice of Intent to Appear at Final Approval Hearing by Settlement Class Members and/or their personal attorneys	[100 days after entry of the Preliminary Approval Order]
Postmark Deadline for Settlement Class Members	[100 days after entry of the Preliminary

to Mail their Request for Exclusion to Exclude Themselves (Opt-Out) to Settlement Administrator	Approval Order]
Defendants' Objection and/or Opposition to Plaintiffs' Requested Award of Attorneys' Fees and Expenses, and Request for Class Representatives' Service Awards to be Filed with the Court, if any, and Memorandum of Law and Other Materials in Support Thereof	[100 days after entry of the Preliminary Approval Order]
Settlement Administrator Shall File the Results of the Dissemination of the Notice with the Court	No later than 14 days before the Final Approval Hearing; 114 days after entry of the Preliminary Approval Order
Plaintiffs' Supplemental Memorandum of Law in Further Support of the Settlement to be Filed with the Court	No later than 14 days before the Final Approval Hearing; 114 days after entry of the Preliminary Approval Order
Plaintiffs' Supplemental Memorandum of Law in Further Support of their Requested Award of Attorneys' Fees and Expenses, and Request for Class Representatives' Service Awards to be Filed with the Court	No later than 14 days before the Final Approval Hearing; 114 days after entry of the Preliminary Approval Order
Settlement Administrator Shall File a List of Opt-Outs	No later than five (5) days before the Final Approval Hearing
Final Approval Hearing	_____ at _____ [a.m. or p.m.] - 128 days after Preliminary Approval Order
Claim Submission Period	Runs from Initial Notice Date up to and including ninety (90) days after the Court's issuance of the Final Approval Order and Final Judgment
Defendants Will Deposit the Settlement Amount specified in the Settlement Agreement into the Settlement Fund	No later than five (5) days after entry of the Preliminary Approval Order
Additional Claims Administration Period	Twenty-Four (24) months from the Effective Date

31. The Settlement deadlines may be modified by order of the Court.

Effect of Failure to Approve the Settlement or Termination

32. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) This Settlement Agreement shall be null and void and shall have no force or effect;
- (ii) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;
- (iii) All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Defendants, Class Representatives, or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;
- (iv) Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Settlement Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;
- (v) Fisher-Price, Mattel, and all other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might

be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

- (vi) Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Settlement Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;
- (vii) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;
- (viii) Defendants shall bear Settlement Administration Expenses up to a maximum of \$250,000.00 incurred and invoiced by the Settlement Administrator, and approved by Class Counsel, in connection with the implementation of this Settlement up until its termination, including, without limitation, notice, publication, claims administration and customer communications. Neither Class Representatives nor Class Counsel shall be responsible for any of these costs up to \$250,000.00. Any Settlement Administration Expense incurred by the Settlement Administrator over \$250,000.00 shall not be the responsibility of Defendants, Class Representatives, or Plaintiffs' Counsel; and
- (ix) Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Defendants reserve the right to

object to the reasonableness of such requested fees.

Other Provisions

33. The Court orders that Defendants may destroy all RNPS and/or parts to RNPS currently in their possession; provided, however, that Defendants shall preserve five (5) RNPS for each SKU currently in Defendants' possession, where available, for a period of two (2) years from the Effective Date, after which Defendants may destroy the remaining RNPS.

34. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and Final Judgment and do not limit the rights of Settlement Class Members under the Settlement Agreement.

35. Any confidential information made available to Class Representatives and Class Counsel through the settlement process shall not be disclosed to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); shall not be the subject of public comment; shall not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be achieved; and shall be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

36. This Court retains jurisdiction to consider all further matters and applications arising out of or connected with the Settlement Agreement.

SO ORDERED this ____ day of _____, 2024.

Hon. Geoffrey W. Crawford
United States District Judge