

# Exhibit D

## **FISHER-PRICE ROCK ‘N PLAY SLEEPER SETTLEMENT**

### **If You Currently Own or Previously Purchased A Fisher-Price Rock ‘n Play Sleeper, You May Be Eligible For Cash Benefits From a Consumer Class Action Settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

*Para ver este aviso en español, visita [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com).*

A \$19 million Settlement has been reached in a consumer class action lawsuit against Fisher-Price, Inc. and Mattel, Inc. (“Defendants”) concerning the Fisher-Price Rock ‘n Play Sleeper (“RNPS” or “Product”). On April 12, 2019, Fisher-Price and the Consumer Product Safety Commission (CPSC) announced a voluntary recall of the RNPS entitled “Fisher-Price Recalls Rock ‘n Play Sleeper Due to Reports of Deaths.” If you are included in the Settlement, you have legal rights and deadlines by which you must exercise them.

If you currently own an RNPS, **DO NOT** use your product under any circumstances. Instead, please **disable your product as shown on the video on the Settlement website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com)**, and follow the instructions to file a claim form to receive a cash payment under this Settlement.

All models of the RNPS are covered by this Settlement and are listed on **Appendix A** of this Notice.

You may also receive a cash payment under the Settlement if you participated in the RNPS Recall and received a voucher or a Fisher-Price toy for returning your RNPS, or previously purchased a new RNPS but no longer own it.

If you file a claim for a cash payment that is approved, the amount of your payment will depend on whether you currently own your RNPS, participated in the RNPS Recall, or have a Proof of Purchase. Cash payments can range from a full refund of the purchase price of your RNPS to \$10 per RNPS. The tables on page 3 show the payment amounts you may be entitled to receive under these different criteria.

***Please read this Notice carefully.*** Your legal rights are affected even if you do nothing. You are encouraged to periodically check the website, **[www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com)**, because it will be updated with additional information from time to time.

***Your legal rights may be affected even if you do not act.  
Please read this Notice carefully.***

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>		
<b>YOU MAY</b>	<b>EXPLANATION</b>	<b>DUE DATE</b>
<b>SUBMIT A CLAIM FOR CASH BENEFITS</b>	<p>If you currently own an RNPS or previously purchased a new RNPS but no longer have it, or previously participated in the RNPS Recall and received a voucher or a Fisher-Price toy for returning the hubs of your RNPS, you must submit a valid claim to receive a cash benefit under the Settlement.</p> <p>If you are a Settlement Class Member, whether you submit a claim or not, you will be bound by the Court’s judgment of dismissal and release claims against Defendants relating to the lawsuit.</p>	[Date]
<b>ASK TO BE EXCLUDED</b>	<p>If you want to exclude yourself from the Settlement, you must submit a written request to exclude yourself or “opt out” of the Settlement.</p> <p>If you opt out of the Settlement, you are not entitled to any of the Settlement benefits, but you keep your right to sue Defendants about the issues in your own lawsuit.</p>	[Date]
<b>OBJECT</b>	<p>If you want to object to the Settlement, you may write to the Court about why you do not like the Settlement. If you exclude yourself from the Settlement, you cannot also object to the Settlement.</p> <p>If you are eligible to participate in and object to the Settlement, you are still a part of the Settlement and will be bound the Court’s judgment of dismissal and release claims against Defendants relating to the lawsuit.</p>	[Date]
<b>APPEAR IN THE LAWSUIT OR GO TO THE FINAL APPROVAL HEARING</b>	<p>You are not required to appear in the lawsuit to participate in the proposed Settlement, but you may appear on your own or through your own lawyer, at your expense, in addition to filing an objection (if you do not opt out). You can also ask to speak in Court at the Final Approval Hearing if you have previously filed an objection (and did not opt out) and also submitted a timely notice of intention to appear at the Final Approval Hearing.</p>	[Date]
<b>DO NOTHING</b>	<p>You will be included in the Settlement Class but will not receive Settlement benefits that you may otherwise be eligible for, and you will give up the right to sue Defendants about the issues in the lawsuit.</p>	

**QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com)**  
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The summary tables below show the payment amounts you may be entitled to receive under the Settlement if you file a valid claim. See answer to Question 7 for more details.

<b>If You Currently Own An RNPS</b>		
Date of Retail Purchase / Date of Manufacture	Have Proof of Purchase?*	Settlement Payment Amount
Purchased between October 12, 2018 and April 12, 2019 and submit a Proof of Purchase	Yes	Purchase Price
Purchased between October 12, 2018 and April 12, 2019, <i>or</i> Manufactured on or after October 12, 2018, but do not have a Proof of Purchase	No	\$60
Purchased or Manufactured between April 12, 2017 and October 11, 2018	N/A	\$50
Purchased or Manufactured on or before April 11, 2017	N/A	\$40
* For Current Owners who submit a Claim without Proof of Purchase, the date the RNPS was manufactured, evidenced by a date code stamped on the hub of the RNPS, will be used to determine the amount of the Settlement Payment.		

<b>If You Do Not Currently Own an RNPS</b>		
Date of Retail Purchase / Date of Manufacture	Have Proof of Purchase?*	Settlement Payment Amount
Purchased <i>new</i> between April 12, 2017 and April 12, 2019 <i>and</i> did not return the RNPS pursuant to the Recall	Yes	\$35
Purchased <i>new</i> on or before April 11, 2017 <i>and</i> did not return the RNPS pursuant to the Recall	Yes	\$25
Purchased <i>new and</i> did not return pursuant to the Recall	No	\$10

<b>If You Participated in the RNPS Recall and Received a Voucher or a Fisher-Price Toy for Returning an RNPS</b>			
Returned Prior to Initial Notice Date	Date of Retail Purchase / Date of Manufacture	Received Voucher or Fisher-Price Toy?	Settlement Payment Amount
Yes	Any Date	Yes	\$10

- Other important information, including how to submit a valid claim to get cash benefits under the Settlement, are described in detail below, in the Settlement Agreement, and the Settlement website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com).

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***Please read this Notice carefully.*** Your legal rights are affected even if you do nothing. You are encouraged to periodically check the website, **www.FisherPriceRockNPlaySettlement.com**, because it will be updated with additional information from time to time.

**What This Notice Contains**

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**A. BASIC INFORMATION**

**1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit and about all of your rights and options before the Court decides whether to give final approval to the Settlement. The name of the lawsuit is *In Re: Rock ‘N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation, MDL No. 1:19-md-2903 (W.D.N.Y.)* (“Rock ‘n Play Sleeper Litigation”). This Notice explains the lawsuit, the Settlement, and your legal rights and options. *You are NOT being sued.* The Court still has to decide whether to finally approve the Settlement. Please be patient and check the Settlement website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Administrator, identified below.

***Please read this Notice Carefully.***

**2. What is the lawsuit about?**

Plaintiffs in this consumer class action multi-district litigation allege that the Fisher-Price Rock ‘n Play Sleeper (RNPS) is an unsafe sleeping environment for infants and pursue claims for violations of various state consumer protection statutes, among other claims, arising from Defendants’ advertising, labeling, marketing and sale of the product as an infant sleeper. You can read the Consolidated Amended Complaint (CAC) by visiting the Settlement website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com). Defendants deny that the RNPS is unsafe, that they have

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violated any law, and that they engaged in any wrongdoing. The Parties agreed to resolve these matters before these issues were decided by the Court.

This Settlement does not involve claims of personal injury, wrongful death, or property damage arising from the use of the RNPS.

On October 1, 2009, Fisher-Price introduced the RNPS to the consumer market. On April 12, 2019, Fisher-Price and the Consumer Product Safety Commission (CPSC) jointly announced a voluntary Recall of the RNPS. Fisher-Price sold—either directly or through retailers—approximately 4.7 million RNPS during the almost ten years the product was on the market. The Recall notice stated: “Infant fatalities have occurred in Rock ‘n Play Sleepers, after the infants rolled from their back to their stomach or side while unrestrained, or under other circumstances,” and warned “[c]onsumers should immediately stop using the product.” In the CAC, Plaintiffs allege the RNPS exposes infants to risk regardless of how it is used.

Consumers who purchased a RNPS or received a RNPS as a gift filed a total of sixteen (16) separate class action lawsuits in six federal courts across the country, asserting class claims on behalf of residents of thirteen states. Plaintiffs in those cases alleged that Defendants’ advertising and marketing of the RNPS was false and misleading, because the product posed a safety risk. Some Plaintiffs also alleged the Recall was deficient.

On August 1, 2019, the Judicial Panel of Multi-District Litigation (JPML) transferred ten of the sixteen actions to the United States District Court for the Western District of New York (WDNY), to join the six class actions already pending in that District, for centralized proceedings before the Honorable Geoffrey W. Crawford, under the caption *In re: Fisher-Price Rock ‘n Play Sleeper Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2903. ECF 1.

On August 14, 2019 and August 19, 2019, the JPML also transferred *Hanson v. Fisher-Price, Inc.*, C.A. No. 19-00204 (S.D. Iowa) and *Willis v. Fisher-Price, Inc., Willis v. Fisher-Price, Inc.*, C.A. No. 19-00670 (M.D. Tenn.), to the WDNY, respectively. ECF 2, 5.

On September 20, 2019, the Court appointed Lead Counsel as well as a Plaintiffs’ Committee and Liaison Counsel in its Initial Case Management Order. (ECF 12.) Among other things, the Court also ruled that discovery would be bifurcated, with discovery relating to class certification issues occurring first, followed by discovery on liability issues if a class was certified.

On October 28, 2019, Plaintiffs filed their CAC asserting claims on behalf of twenty-three individuals and similarly situated class members who purchased or owned an RNPS from 2009 to the present. ECF 19. Plaintiffs alleged violations of various state consumer protection statutes, negligence, breach of express warranty, breach of implied warranty, and unjust enrichment claims as well as violations of the Magnusson Moss Warranty Act, 15 U.S.C. § 2301, *et seq. Id.* In addition, Plaintiffs alleged that the Recall was deficient and sought injunctive relief to improve the terms of the Recall. *Id.*

As described in the Settlement Agreement, after the filing of the CAC, the Parties engaged in

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extensive written and document discovery, as well as depositions of Defendants' employees and the named Plaintiffs. The Parties exchanged reports of independent experts, conducted expert depositions, and briefed motions relating to experts and expert witnesses. After litigation of a comprehensive class certification motion, informed by the findings of the Parties' respective experts regarding Defendants' marketing and damages issues (ECF 125), which was vigorously opposed by Defendants (ECF 165), on February 25, 2022, the Court held a full-day class certification hearing to consider the certification of a class of New York purchasers and owners as a "bellwether" for potential certification of other state classes after the resolution of the New York-specific motion. The hearing focused on the certification of damages and injunctive relief claims, and related issues presented by the New York plaintiffs (ECF 217).

On June 2, 2022, the Court denied certification of a nationwide injunctive relief class and a New York damages class, under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), but granted certification of an "issue class" of New York consumers, under Federal Rule of Civil Procedure 23(c)(4), on two liability issues: whether Fisher-Price's marketing of the RNPS would have led a reasonable consumer to believe that the Sleeper was safe for infant sleep, and whether the marketing would be material to consumers' decision to purchase the product. ECF 254. The Court directed that a jury trial on those issues proceed as soon as the parties could be ready. ECF 260.

Plaintiffs petitioned the Second Circuit Court of Appeal pursuant to Rule 23(f) for leave to appeal the Court's order denying full certification of a New York class under New York's consumer protection law, which the Second Circuit denied on October 5, 2022. ECF 269.

Discovery then commenced on liability issues in preparation for further litigation. The Parties exchanged further voluminous written and document discovery in preparation of a trial relating to the New York liability class. Plaintiffs processed and reviewed over 270,000 additional documents containing over a million pages related to the RNPS, including, among others, additional documents concerning the development, design, and marketing of the RNPS, reports of incidents that reportedly occurred while infants were in a RNPS, and other disputed liability issues. Additionally, Plaintiffs worked to secure document discovery from third parties, including plaintiffs in certain wrongful death litigation involving the RNPS.

On September 8, 2022, the Court directed the Parties to submit briefing as to whether a California consumer class should be certified. ECF 262. On October 21, 2022, Plaintiffs filed their Motion for Class Certification of the California Class (ECF 283) seeking, *inter alia*, to certify a class of RNPS purchasers under California's consumer protection statutes, implied warranty, and unjust enrichment claims. Defendants opposed the motion (ECF 296), to which Plaintiffs filed a reply brief. ECF 301. On March 7, 2023, the Court set a hearing on the motion for April 13, 2023, which, due to the March 2023 settlement efforts described below, was rescheduled for December 15, 2023 and, later, for February 23, 2024.

On October 7, 2022, Defendants moved to dismiss the certified New York class for lack of standing of the named Plaintiffs (ECF 271), which Plaintiffs opposed. ECF 284. The Court denied the motion on February 8, 2023. ECF 286.

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On December 1, 2022, the Court advised the Parties of its intent to schedule a trial for the New York liability class to commence in the spring of 2024. ECF 291.

Beginning in 2020, the Parties engaged in extensive negotiations, including a mediation over Zoom with Christopher Ekman, an experienced mediator selected by the Parties, on September 10, 2020; a second mediation over Zoom with mediator Jill Sperber on April 12, 2022, which involved the exchange of numerous written settlement proposals; and an in-person two-day mediation with the Hon. Margaret Morrow (Ret.) and Mr. Ekman on March 27 and 28, 2023. After additional negotiations under the auspices of the Hon. Margaret Morrow and Mr. Ekman, the Parties reached a settlement in principle to fully resolve the Action, subject to the negotiation of a definitive settlement agreement.

On February 13, 2024, the Parties informed the Court of the settlement in principle. ECF 325.

Thereafter, the Parties engaged in extensive efforts to craft a settlement agreement, had numerous Zoom meetings during which they negotiated terms, and exchanged multiple drafts of the Settlement Agreement. The Parties were unable to reach agreement on certain terms of the Settlement and participated in an additional mediation via Zoom with Hon. Margaret Morrow (Ret.) and Mr. Ekman on July 2, 2024. Throughout this period, Plaintiffs also worked with a settlement administrator to develop a notice plan and drafted various notice documents and a claim form.

Between April 11, 2024 and July 9, 2024, the Parties filed, and the Court granted, joint motions to extend the deadline for the Parties to conclude a settlement agreement and for Plaintiffs to file their Motion for Preliminary Approval of Class Action Settlement. ECF 331-343.

The full procedural history of the litigation is detailed in the Settlement Agreement, which is available on the Settlement Website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com).

### **3. Why is this a class action?**

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### **4. Why is there a Settlement?**

The Parties in the lawsuit agreed to this Settlement to avoid the cost and risk of further litigation, including a potential trial or trials, and so that the Class Members can get benefits, in exchange for releasing Defendants from liability. The Settlement does not mean that Defendants broke any laws or did anything wrong, and the Court did not decide which side was right. This Settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them, including Class Counsel, believe that the Settlement is fair, reasonable and adequate, and is in the best interests of all Class Members.

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The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits sets forth in greater detail the rights and obligations of the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. The Settlement Agreement is available on the Settlement Website,

## **B. WHO IS IN THE SETTLEMENT?**

To see if you are affected or if you can get benefits, you first have to determine whether you are a Class Member.

### **5. How do I know if I am part of the Settlement?**

You are part of the Settlement Class if you are a person 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. This is called the “Class.”

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.

### **6. I’m still not sure if I’m included in the Settlement.**

If you are not sure whether you are included in the Class, please visit **[www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com)**, which contains pictures of RNPS that are covered by the Settlement. If you are still not sure if you’re included in the Settlement, please contact the Settlement Administrator by using the ‘Contact’ page of the Settlement Website or by calling toll-free <<Toll Free Number>>.

Please do **NOT** contact the Court. All questions should be directed to the Settlement Administrator.

## **C. THE SETTLEMENT BENEFITS —WHAT YOU GET AND HOW TO GET IT**

### **7. What does the Settlement Provide?**

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Under the Settlement, Defendants have agreed to deposit \$19 million dollars into a Settlement Fund to fully resolve the class action in exchange for a full release. This is a non-reversionary settlement, meaning that no part of the Settlement Amount will be returned to Defendants if the Settlement is approved. All Settlement Payments to Settlement Class Members will be paid from the Net Settlement Fund, which is the Settlement Fund less any Attorneys' Fees and Expenses, Class Representative Service Awards, Taxes, and Settlement Administration Expenses.

If you are a Settlement Class Member, what you are eligible to receive depends on several factors. The Settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the Settlement. No benefits have to be provided until and unless the Court finally approves the Settlement and only after any appeal period expires or any appeals are resolved in favor of the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the Settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check the Settlement Website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com), regularly for updates regarding the Settlement.

**To receive a cash payment, you must file a valid claim on or before [REDACTED], 2024 [the Claims Deadline.]** If you do nothing, you will not receive any benefits from the Settlement and, if you are a Settlement Class Member, you will not be able to sue Defendants about the issues in the lawsuit unless you exclude yourself or opt out of the Settlement.

For a period of twenty-four (24) months from the Effective Date, or until the Net Settlement Fund is exhausted, whichever is earlier, if you claim that you did not receive notice or were unaware of this Settlement prior to the Claims Deadline, you may contact the Settlement Administrator by email at <<Email Address>> or by calling toll-free <<Toll Free Number>> about participating in the Settlement. If the Settlement Administrator determines that the person is a Settlement Class Member, the Settlement Administrator shall permit the Settlement Class Member to submit a Claim if the Net Settlement Fund is not exhausted.

Settlement Class Members who submit Claim Forms should consult their tax advisor regarding any tax ramifications of receiving any Settlement Payment under this Settlement. Class Representatives, Class Counsel, Plaintiffs' Counsel, Defendants, and Defendants' Counsel are not providing any opinion or advice concerning the tax consequences of receiving any payments under this Settlement.

**7.A - Settlement Class Members Who Received a Voucher or a Fisher-Price Toy for Returning an RNPS's Hubs Pursuant to the Recall**

If the Settlement is finally approved, Settlement Class Members who, prior to the Initial Notice Date, returned the hubs of an RNPS pursuant to the Recall and received a voucher or a Fisher-Price toy, shall be entitled to receive a Settlement Payment of \$10.00 for each RNPS returned.

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<b>Returned Prior to Initial Notice Date</b>	<b>Date of Retail Purchase / Date of Manufacture</b>	<b>Received Voucher or Fisher-Price Toy?</b>	<b>Settlement Payment Amount</b>
Yes	Any Date	Yes	\$10

### **7.B - Settlement Class Members Who Currently Own An RNPS**

If the Settlement is finally approved, for Settlement Class Members who currently own a RNPS (purchased new, used or received as a gift) and who have submitted a Claim Form with Proof of Disablement of that RNPS, shall be entitled to the following for each RNPS for which they have submitted Proof of Disablement. See Question 9 for further details.

If no Proof of Purchase is provided, the date of purchase or the date the product was manufactured shall be evidenced by the date stamp on the inside of the hub of the RNPS, a photo of which shall be submitted with the Claim Form as part of the Proof of Disablement.

<b>Date of Retail Purchase / Date of Manufacture</b>	<b>Have Proof of Purchase?*</b>	<b>Settlement Payment Amount</b>
Purchased between October 12, 2018 and April 12, 2019 and submit a Proof of Purchase	Yes	Purchase Price
Purchased between October 12, 2018 and April 12, 2019, <i>or</i> Manufactured on or after October 12, 2018	No	\$60
Purchased or manufactured between April 12, 2017 and October 11, 2018	N/A	\$50
Purchased or manufactured on or before April 11, 2017	N/A	\$40

The total amount from the Net Settlement Fund to be used to make Settlement Payments to Current Owners with Approved Claims shall be capped at \$4,750,000.00 (Four Million Seven Hundred Fifty Thousand Dollars) (“Current Owners’ Fund”). An additional sum of no less than \$250,000.00 (Two Hundred Fifty Thousand Dollars) from the Net Settlement Fund shall be placed in a set-aside fund to make Settlement Payments for Current Owner Claims that are submitted after the Claims Deadline pursuant to Section III.E of the Settlement Agreement (“Current Owners’ Set-Aside Fund”).

### **7.C – Settlement Class Members Who Do Not Currently Own An RNPS**

If the Settlement is finally approved, for Settlement Class Members who: (1) previously purchased a new RNPS (either for personal use or a gift) or were gifted a new RNPS; (2) did not return the

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RNPS pursuant to the Recall or this Settlement Agreement; and (3) submit, with the Claim Form, the Settlement Class Member's attestation that they no longer own the RNPS, are entitled to the following for each new RNPS purchased or received as a gift.

<b>Date of Retail Purchase / Date of Manufacture</b>	<b>Have Proof of Purchase?</b>	<b>Settlement Payment Amount</b>
Purchased <i>new</i> between April 12, 2017 and the Recall Date <i>and</i> did not return the RNPS's hubs pursuant to the Recall	Yes	\$35
Purchased <i>new</i> on or before April 11, 2017 <i>and</i> did not return the RNPS's hubs pursuant to the Recall	Yes	\$25
Purchased <i>new and</i> did not return the RNPS's hubs pursuant to the Recall	No	\$10*

The total amount from the Net Settlement Fund to be used to make Settlement Payments to POP-Purchasers with Approved Claims shall be capped at \$4,750,000.00 (Four Million Seven Hundred Fifty Thousand Dollars) ("POP-Purchasers' Fund"). An additional sum of no less than \$250,000.00 (Two Hundred Fifty Thousand Dollars) from the Net Settlement Fund shall be placed in a set-aside fund for Settlement Payments for POP-Purchaser Claims that are submitted after the Claims Deadline pursuant to Section III.E of this Settlement Agreement ("POP-Purchasers' Set-Aside Fund").

\*The total amount of the Net Settlement Fund used for disbursement to Settlement Class Members who do not currently own an RNPS and do not have Proof of Purchase, shall be One Million Dollars (\$1,000,000). In the event that Settlement Class Members with Approved Claims under this Section exceed \$1,000,000.00, the Approved Claims shall be reduced *pro rata* to a total of \$1,000,000.00.

Settlement Class Members who purchased a used RNPS and do not currently own the RNPS are not entitled to any Settlement Payment under the Settlement.

## **8. How do I file a claim for cash benefits under this Settlement?**

Class Members who wish to receive compensation from the Settlement must file a Claim Form. Claim Forms are available on the Settlement website and can be filed online at **www.FisherPriceRockNPlaySettlement.com**. If you are submitting a Proof of Purchase or Proof of Disablement, you will be able to upload them when submitting your Claim Form online. Alternatively, you can mail a Claim Form, with the Proof of Purchase and/or Proof of Disablement, if required, to the Settlement Administrator at the following address:

Settlement - XXXX

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c/o Kroll Settlement Administration LLC  
P.O. Box XXX  
New York, NY XXXXX-XXXX

For faster processing of your Claim Form and to have the option to receive any Settlement Payment via a digital method, such as Venmo, PayPal, or digital payment card, submit your Claim Form online. If you do not want to receive your Settlement Payment electronically, you can receive payment via a physical check sent by the Settlement Administrator. Claim Forms submitted by mail will receive any Settlement Payment by physical check.

The Claim Form is available for downloading on the Settlement Website. You can also request that a Claim Form be mailed to you by calling the Settlement Administrator toll-free at <<Toll Free Number>> or by submitting your request on the 'Contact' page of the Settlement Website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com).

**TO BE CONSIDERED TIMELY, ALL CLAIMS FORMS, TOGETHER WITH PROOF OF PURCHASE AND/OR PROOF OF DISABLEMENT, IF REQUIRED, MUST BE SUBMITTED ON THE SETTLEMENT WEBSITE OR POSTMARKED NO LATER THAN [DATE]**

Each Claim Form submitted to the Settlement Administrator will be assigned a unique identifier that can be used by Settlement Class Members to track their Claims. Settlement Class Members who received Direct Notice of the Settlement (by email or postcard) will already have unique identifiers assigned to them.

Upon receipt of a submitted Claim Form, the Settlement Administrator will review the Claim to determine whether the Claim meets all of the qualifications for payment, and, if so, determine the amount of the Settlement Payment the Class Member is entitled to receive in accordance with the Settlement Agreement. The Settlement Administrator will use reasonable efforts to complete its review of Claim Forms in a timely manner.

If a Claim is deficient, the Settlement Administrator will email a notice to the Claimant if an email address was provided, or, if no email address was provided, mail a notice of deficiency letter to the Claimant, requesting that the Claimant complete and/or correct the deficiencies and resubmit the Claim Form within 30 days. If the Settlement Class Member fails to provide the requested documentation or information within the time allotted, the Claim will be denied without further processing. If the Claimant timely provides the requested documentation or information, the Settlement Administrator shall process the Claim in the ordinary course.

For a period of twenty-four (24) months from the Effective Date, or until the Net Settlement Fund is exhausted, whichever is earlier, if you claim that you did not receive notice or were unaware of this Settlement prior to the Claims Deadline, you may contact the Settlement Administrator by email at <<Email Address>> or by calling toll-free <<Toll Free Number>> about participating in the Settlement. If the Settlement Administrator determines that the person is a Settlement Class

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Member, the Settlement Administrator shall permit the Settlement Class Member to submit a Claim if the Net Settlement Fund is not exhausted.

**9. I currently own a Rock ‘n Play Sleeper. How do I disable it so I can file a Claim?**

Instructions on how to disable the Rock ‘n Play Sleeper are on the Settlement Website. There is also a video demonstrating how to disable products on the Settlement Website.

A Proof of Disablement means photographs showing, in full, all of the following: (i) the liner of the RNPS, detached from the frame and cut along the length of the product from head to toe and along the frame, such that it is no longer attached to the frame; (ii) the pad removed from the RNPS and cut so it can no longer be attached to the product; (iii) a unique alpha/numeric code written in permanent marker on the fabric that has been cut; and (iv) the date code and SKU stamp on the inside of the hub of the RNPS. Instructions on how to disable your RNPS and to complete and submit a valid Proof of Disablement are on the Settlement Website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com).

**10. I want to submit a Proof of Purchase. What kind of documents can I submit as Proof of Purchase in support of my Claim?**

An acceptable form(s) of Proof of Purchase is documentary evidence supporting a Claim such as a receipt or order confirmation from a retailer, credit card statement, canceled check, or other reasonable and practicable physical evidence as may be accepted by the Settlement Administrator, which shows the date of purchase and the Purchase Price of the RNPS that is the subject of the Claim. The Settlement Administrator may but is not required to accept other reasonable physical evidence in support of a Claim.

**11. How will I know if my Claim is approved?**

If your Claim is approved by the Settlement Administrator, you will receive a Settlement Payment in the amount of your Approved Claim.

**12. What happens if my Claim is denied?**

If you are a Settlement Class Member and your Claim is rejected for payment, in whole, you will not receive any payment for the Claim submitted and will be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action.

If you are a Settlement Class Member and your Claim is approved in part and rejected in part, you will not receive payment for the portion of your Claim that is rejected and will be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action. You will only receive payment for the approved portion of your Claim.

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### **13. If my Claim is approved, how will I get paid under the Settlement?**

If your Claim is submitted electronically via the Settlement Website and is approved, in whole or in part, you have the option to receive your Settlement Payment through digital methods, such as Venmo, PayPal, or digital payment card. If you do not want to receive your Settlement Payment electronically, you can receive payment via a physical check sent by the Settlement Administrator. Claim Forms submitted by mail will receive any Settlement Payment by physical check.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained on the Settlement Website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com), or through the Settlement Administrator via email or toll-free at <<Toll Free Number>>.

#### **A. Distribution of Settlement Payments**

The Settlement Administrator shall calculate Settlement Payments on Approved Claims under Section III.B and complete its initial distribution as soon as practicable, but not later than six (6) months after the date the Court finally approves the Settlement and after any appeal period expires or any appeals are resolved in favor of the Settlement.

For Claims submitted pursuant to Section III.E of the Settlement, the Settlement Administrator shall calculate Settlement Payments due on any Approved Claims under Section III.B.2, Section III.B.3, and Section III.B.5, and shall use reasonable best efforts to complete distributions of Settlement Payments on Approved Claims every six (6) months, with funds from the Current Owners' Set-Aside Fund, the POP-Purchasers' Set-Aside Fund, or the No-POP-Purchasers' Fund, as the case may be.

Additional distributions in the same manner shall be made every (6) months until the expiration of twenty-four (24) months after the Effective Date; provided, however, that Class Counsel, after consultation with the Settlement Administrator, in its sole discretion, may authorize that distributions may be made before or after six (6) months after the date of the previous distribution, subject to Court approval. The Settlement Administrator shall use its reasonable best efforts to complete a final distribution no later than forty-five (45) days after the expiration of twenty-four (24) months following the Effective Date. No Claims may be submitted after the expiration of twenty-four (24) months following the Effective Date.

If after the expiration of twenty-four (24) months after the date the Court finally approves the Settlement (and any appeal period expires or any appeals are resolved in favor of the Settlement), there are funds remaining in the Net Settlement Fund, Class Counsel will confer with the Settlement Administrator to determine if it is economically feasible to make additional Settlement Payments to Settlement Class Members who filed Approved Claims. If so, Class Counsel, in its sole discretion, may recommend that additional Settlement Payments be made to Settlement Class Members, subject to Court approval. If approved by the Court, Class Counsel shall make additional Settlement Payments consistent with the Court's ruling, so long as the total amount of the

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Settlement Payments for each Approved Claim does not exceed the Purchase Price of the RNPS.

Any Unclaimed Funds remaining in the Net Settlement Fund shall be paid to the Non-Profit Residual Recipients.

### **B. Pro Rata Adjustment of Settlement Payments**

As part of the distribution process, Settlement Payments due on Approved Claims may be increased or decreased on a *pro rata* basis, subject to the following:

#### **Current Owners Fund:**

- If the total amount of Settlement Payments on Approved Claims for Current Owners **exceeds** the total amount of the Current Owners' Fund, and if additional funds are not available as described below, the Settlement Payment for each Approved Claim to Current Owners shall be reduced *pro rata*, such that the total of Settlement Payments made to Current Owners is equal to the total allocated to the Current Owners' Fund. SA, § III.B.2.h.
- If the total amount of Settlement Payments for Approved Claims for Current Owners **is less than** the total allocated to the Current Owners' Fund, the first \$375,000 of remaining funds shall be placed in the Current Owners' Set-Aside Fund. If the Current Owners' Fund is still not exhausted, and if Approved Claims for POP-Purchasers exceed the POP-Purchasers' Fund, any remaining funds in the Current Owners' Fund shall be moved to the POP-Purchasers' Fund, up to the amount required to avoid a *pro rata* reduction in Settlement Payments to POP-Purchasers. If the Current Owners' Fund is still not exhausted, any remaining funds shall be placed in the Current Owners' Set-Aside Fund. III.B.4.a.

#### **POP-Purchasers' Fund:**

- If the total amount of Settlement Payments on Approved Claims for POP-Purchasers **exceeds** the total amount of the POP-Purchasers' Fund, and if additional funds are not available as described below, the Settlement Payments for each Approved Claim to POP-Purchasers shall be reduced *pro rata*, such that the total of Settlement Payments made to POP-Purchasers is equal to the total allocated to the POP-Purchasers' Fund. SA, § III.B.3.e.
- If the total amount of Settlement Payments for Approved Claims for POP-Purchasers **is less than** the total allocated to the POP-Purchasers' Fund, the first \$375,000.00 of remaining funds shall be placed in the POP-Purchasers' Set-Aside Fund. If the POP-Purchasers' Fund is still not exhausted, and if Approved Claims for Current Owners exceed the Current Owners' Fund, any remaining funds in the POP-Purchasers' Fund shall be moved to the Current Owners' Fund, up to the amount required to avoid a *pro rata* reduction in Settlement Payments to Current Owners. If the POP-Purchasers' Fund is still not exhausted, any remaining funds shall be placed in the POP-Purchasers' Set-Aside Fund. SA, III.B.4.b.

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In the event that the total amount of Settlement Payments for Approved Claims for both Current Owners and POP-Purchasers is less than the total allocated to their respective Funds, any funds remaining in the Current Owners' Fund shall be placed in the Current Owners' Set-Aside Fund and any funds remaining in the POP-Purchasers' Fund shall be placed in the POP-Purchasers' Set-Aside Fund. SA, III.B.4.c.

**No-POP Purchasers' Fund:**

- If the total amount of Settlement Payments due on Approved Claims **exceeds** \$1,000,000.00, each Approved Claim shall be reduced *pro rata*, such that the total of all Approved Claims is equal to \$1,000,000.00.

**14. What am I giving up in exchange for Settlement benefits?**

If the Settlement becomes final, Settlement Class Members who do not exclude themselves from the Class will release Defendants from liability and will not be able to sue Defendants about the issues in the lawsuit, but will not be releasing any claims for personal injury, wrongful death or physical property damage. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section in **Appendix B** to this Notice. The Settlement Agreement and Release are also available at **www.FisherPriceRockNPlaySettlement.com**. You can talk to one of the lawyers listed in Question 18 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

**D. EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue Defendants over the legal issues in the lawsuit, then you must take steps to exclude yourself from this Settlement. This is also known as “opting out” of the Class.

**15. If I exclude myself, can I get anything from this Settlement?**

If you exclude yourself, you do not get Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot also object to the Settlement or submit a Claim Form. But, if you timely and properly request exclusion, the Settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Defendants in the future about the issues in the lawsuit.

**16. If I do not exclude myself, can I sue later?**

Unless you exclude yourself, you give up the right to sue Defendants for the claims resolved by this Settlement. If you do not exclude yourself and the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding

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against Defendants about the issues in the lawsuit. Remember that this lawsuit does not concern claims, lawsuits or other proceedings against Defendants related to personal injury, wrongful death or property damage claims involving the Rock 'n Play Sleeper.

### **17. How do I get out of the Settlement?**

To exclude yourself from the Class, you must send to the Settlement Administrator by U.S. mail a written request for exclusion specifying that you want to be excluded from the Settlement, which must include: (a) the case name and number of the Action (*In Re: Rock 'N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 1:19-md-2903); (b) your full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of why you think you are 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 Settlement Class Member; (d) a clear statement communicating that you elect to be “excluded” from the Settlement; and (e) your dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient).

All requests for exclusion must be submitted, signed, and mailed to the Settlement Administrator and postmarked no later than [date] to:

XXXX Settlement  
c/o Kroll Settlement Administration LLC  
P.O. Box XXX  
New York, NY XXXXX-XXXX

If you return a late request for exclusion, the request will be deemed invalid, and you will remain a member of the Settlement Class and will be bound by all of the terms of the Settlement and by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Judgment, and Final Approval Order in the Action.

Your letter with your exclusion request must be postmarked no later than [date], to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com) regularly for updates regarding the Settlement.

**YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.**

**DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, YOUR CLAIM FORM WILL BE DISREGARDED.**

## **E. OBJECTING TO THE SETTLEMENT**

**QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com)**  
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## 18. How do I tell the Court if I do not like the Settlement?

If you are a Class Member, and you do not exclude yourself from the Settlement Class, you can object to the Settlement, the request for attorneys' fees, costs and expenses and/or the request for Class Representative service awards (see Question 21), if you wish. To object, you must either (1) submit a written objection electronically with the Court on or before [date]; or (2) mail the written objection to the Clerk of the Court with a postmark dated on or before [date], with copies provided to Class Counsel and Defendants' counsel.

For an objection to be considered by the Court, your objection must include: (a) the case name and number of the case: *In Re: Rock 'N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 1:19-md-2903, (b) your full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of why you believe you are a Settlement Class Member, including the model of your Rock 'n Play Sleeper, the place of purchase, the Purchase Price, and whether you currently own the product; (d) whether your objection applies only to yourself, 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, and any documents or other evidence you believe supports your objection; (e) the number of times you objected to a class action settlement within the last five years, the caption and case number of each case in which you made such an objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case; (f) the full name, telephone number, mailing address, and email address of any and all lawyers who represent you in connection with the objection, including any former or current lawyers who may be entitled to compensation for any reason related to the objection; (g) the identity of all lawyers who will represent you at the Final Approval Hearing; (h) the number of times your lawyers have objected to a class action settlement within the last five years, and the caption and case number of each case in which the lawyers made such objection and the caption and case number of any related appeal; (i) if you or your lawyers have not made any such prior objection, please so state in the written materials provided with the objection; (j) a list of all persons who you or your lawyers intend to call to testify at the Final Approval Hearing in support of the objection; (k) whether you intend to personally appear and/or testify at the Final Approval Hearing; and (l) ***your handwritten original signature and date of signature***. Each objection must be personally signed by you (an electronic signature or attorney's signature is not sufficient).

If you fail to comply with all the requirements for properly filing an objection, you shall be deemed to have waived and forfeited any and all rights you may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment in the Action.

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If not electronically filed, objections must be mailed to:

Clerk of Court  
United States District Court  
Western District of New York  
2 Niagara Square  
Buffalo, NY 14202-3498  
Re: *In Re: Rock 'N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 1:19-md-2903

Demet Basar  
James Eubank  
Paul Evans  
**BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.**  
218 Commerce Street  
Montgomery, Alabama 36104  
Tel.: (800) 898-2034

Matthew P. Kanny  
**GOODWIN PROCTER LLP**  
520 Broadway Street, Suite 500  
Santa Monica, California 90401  
Tel: (424) 436-3001

You will not be excluded from the Settlement by filing an objection. If you have submitted a request for exclusion from the Settlement, you cannot file an objection.

### **19. What is the difference between objecting and excluding?**

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the Settlement, the requested attorneys' fees, costs and expenses, and/or Class Representative service awards. You can object only if you stay in the Settlement Class.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, and you will not be able to sue Defendants over the issues in the lawsuit.

## **F. THE LAWYERS REPRESENTING YOU**

**QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com)**  
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## **20. Do I Have Lawyers In This Case?**

Yes. The Court has appointed lawyers to represent you and other Settlement Class Members. These lawyers are Demet Basar, James Eubank and Paul Evans and are called “Class Counsel.” Their contact information is as follows:

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

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

## **21. How will the lawyers be paid?**

The law firms that worked on this lawsuit will ask the Court for attorneys’ fees, in an amount up to \$5,320,000, which represents 28% of the Settlement Fund, and costs and expenses in an amount up to \$825,000.

Class Counsel will also ask the Court to award each of the Class Representatives service awards in an amount of \$3,500 each for Class Representatives who assisted in the prosecution of this case, participated in discovery, and were deposed. A total of 21 Class Representatives were deposed, resulting in an amount up to \$73,500.

The Court must approve the request for attorneys’ fees, costs and expenses and the request for Class Representative service awards. Class Counsel will file the motion for attorneys’ fees, costs and expenses and the request for Class Representative service awards with the Court, which will then be posted on the Settlement Website.

No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys’ Fees and Expenses awarded by the Court to Class Counsel, or concerning the amounts of any Class Representative service awards that are awarded by the Court to Class Representatives, shall affect whether the Final Order and Final Judgment are final and shall not constitute grounds for cancellation or termination of the Settlement.

## **G. THE COURT’S FAIRNESS HEARING**

**QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com)**  
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The Court will hold a hearing to decide whether to grant final approval of the Settlement and to consider the request for attorneys' fees, costs and expenses, and Class Representative service awards. If you have filed a timely objection and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

## **22. When and where will the Court decide whether to grant final approval of the Settlement?**

The Court will hold a Fairness Hearing at **[time] a/p.m. Eastern time on [date]**, at the United States District Courthouse, Western District of New York, **[redacted]**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*see* Question 24 below). After the hearing, the Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing Class Members and the Class Representatives. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement Website periodically for further updates.

## **23. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you and/or your attorney may appear at your own expense. If you submit an objection, you do not have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*see* Questions 18 and 24). As long as you filed a timely written objection with all of the required information with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

## **24. May I speak at the hearing?**

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear" to the Clerk of Court so that it is received and filed no later than **[DATE]**. You must include your name, address, telephone number, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your handwritten signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **[time] a.m./p.m. Eastern time on [date]**. You cannot speak at the hearing if you excluded yourself from the Class.

## **H. GETTING MORE INFORMATION**

### **25. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement.

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You can get a copy of the Settlement Agreement and other documents and information about the Settlement at [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com). You may also contact the Settlement Administrator with questions, updates to your current address information, or to receive a Claim Form by calling toll-free <<Toll Free Number>> or by visiting the 'Contact' page at the Settlement Website, [www.FisherPriceRockNPlaySettlement.com](http://www.FisherPriceRockNPlaySettlement.com). If you have unresolved questions after contacting the Settlement Administrator, you may contact Class Counsel at the email addresses and phone number provided in Question 20.

## **26. When will the Settlement be final?**

The Settlement will not be final unless and until the Court grants final approval of the Settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the Settlement. Please be patient and check the Settlement website identified in this Notice regularly. Please **DO NOT** contact the Court. All questions should be directed to the Settlement Administrator and/or Class Counsel.

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