

Exhibit G

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

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

Section	Page
I. PROCEDURAL HISTORY.....	4
II. DEFINITIONS.....	11
III. SETTLEMENT RELIEF.....	20
IV. NOTICE TO THE CLASS.....	37
V. REQUESTS FOR EXCLUSION.....	41
VI. OBJECTIONS TO SETTLEMENT.....	43
VII. RELEASE AND WAIVER.....	45
VIII. QUALIFIED SETTLEMENT FUND.....	49
IX. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS.....	51
X. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, AND FINAL JUDGMENT, AND RELATED ORDERS.....	51
XI. AGREEMENT TO COOPERATE TO EFFECTUATE THE SETTLEMENT.....	55
XII. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT.....	55
XIII. REPRESENTATIONS AND WARRANTIES.....	58
XIV. GENERAL MATTERS AND RESERVATIONS.....	60

TABLE OF EXHIBITS

<u>Document</u>	<u>Exhibit Number</u>
List of RNPS.....	1
Preliminary Approval Order	2
Notice Plan	3
Long Form Notice.....	4
Direct Notice.....	5
Claim Form	6
Settlement Administrator’s Declaration	7
Final Judgment.....	8
Final Approval Order	9

*Pltfs' 3.14.2024 Draft -For Discussion Purposes Only
Confidential Settlement Discussions
Subject to FRE 408*

This Settlement Agreement is made and entered into by 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, Renee Wray, individually and on behalf of the Settlement Class (“Plaintiffs”)¹ and Defendants Fisher-Price, Inc. (“Fisher-Price”) and Mattel, Inc. (“Mattel”) (collectively, “Defendants”). Plaintiffs and Defendants are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

A. Plaintiffs, on behalf of themselves and the classes they seek to represent, brought class actions in various federal district courts and one state court against Defendants alleging claims in connection with the manufacturing, marketing, and sale of the Fisher-Price Rock ‘n Play Sleeper (the “RNPS”). Each individual complaint asserted statutory and common law claims against Defendants and sought all available damages, including statutory damages, punitive damages, and injunctive relief on behalf of statewide and, in some cases, nationwide classes.

B. On August 1, 2019, the Judicial Panel on Multi-District Litigation (“JPML”) transferred the class actions to the United States District Court for the Western District of New York (“Court” or “WDNY”) for centralized proceedings before the Hon. Geoffrey G. Crawford, Chief Judge of the District of Vermont, sitting in the WDNY as a visiting judge, under the caption

¹ All capitalized terms are defined in the Definitions section of this Settlement Agreement. *See* Section II, *infra*.

In re: Fisher-Price Rock 'n Play Sleeper Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2903.

C. On October 28, 2019, Plaintiffs filed their Consolidated Amended Complaint (“CAC”), which consolidated the claims of the various Plaintiffs into a single amended pleading, and asserted consumer protection, warranty and other claims against Defendants in connection with the manufacturing, marketing and sale of the RNPS, and sought all available damages, including statutory damages and punitive damages, and injunctive relief, on behalf of statewide, multi-class and nationwide classes. Plaintiffs also alleged the April 2019 Recall of the product was deficient.

D. Defendants deny that they are liable to Plaintiffs or the Settlement Class for the claims, damages, financial harm, non-financial harm, causes of action, costs, expenses, and attorneys’ fees asserted in the CAC and/or related in any way to the RNPS, deny all allegations by Plaintiffs, and further state that they would assert substantial legal and factual defenses against Plaintiffs’ claims if they were litigated to conclusion. Nonetheless, Defendants have concluded, in light of the costs, risks and burden of litigation, that this Settlement Agreement is appropriate. Defendants agree that this Settlement Agreement is a fair, reasonable, and adequate resolution of all Released Claims against all Released Parties. Defendants reached this conclusion after considering the factual and legal issues relating to the Action, the substantial benefits of this Settlement Agreement, the expense that would be necessary to defend the claims asserted by Plaintiffs and the Settlement Class Members through trial and any appeals that might be taken, the benefits of resolving protracted and complex litigation, and the desire of Defendants to conduct their business unhampered by the costs, distraction and risks of continued litigation over the Released Claims.

E. Plaintiffs, through their counsel, have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the Action, have carefully analyzed the applicable legal principles, have retained an independent economist expert to analyze the potential damages available based on the claims asserted in this Action, have retained independent marketing and survey experts to analyze marketing claims asserted in the Complaint, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action, and further taking into account the substantial benefits to be received pursuant to this Settlement Agreement, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Representatives and the other Settlement Class Members, and treats Settlement Class Members fairly and equitably in relation to one another.

F. As a result of extensive arm's length negotiations, including numerous mediation sessions over several years among Class Counsel and Defendants' Counsel before Court-appointed mediator Christopher Ekman, including an in-person mediation in March 2023 with Mr. Ekman and the Hon. Margaret M. Morrow (Ret.) as an additional mediator, and, most recently, a July 2, 2024 Zoom mediation before the same mediators relating to certain terms of the Settlement Agreement, Class Representatives, Class Counsel, and Defendants have entered into the Agreement, which will resolve all claims against Defendants that were or could have been alleged in the Actions (except claims for personal injury, wrongful death, and property damage).

G. Defendants, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action, and for the purpose of putting to rest all controversies with Class Representatives, the other Settlement Class Members, the Action, and claims that were or

could have been alleged, except as otherwise set forth herein, and without any admission of liability or wrongdoing, agree to enter into this Settlement Agreement;

H. Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of Class Representatives, and that Class Counsel have consulted with and confirmed that all proposed Class Representatives fully support and have no objection to this Settlement Agreement.

I. It is agreed that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Defendants or any of the Released Parties, or of the truth or validity of any of the claims that Class Representatives have asserted.

NOW, THEREFORE, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Defendants of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to both the preliminary and final approval of the Settlement by the Court, Class Counsel, Class Representatives, and Defendants agree as follows:

I. PROCEDURAL HISTORY

A. 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.

B. Consumers who purchased an RNPS or received an RNPS as a gift filed a total of sixteen (16) separate class action lawsuits in six federal courts across the country, asserting class claims for residents of thirteen states. Plaintiffs in those cases alleged, among other things, 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.

C. On August 1, 2019, the JPML transferred ten of the sixteen actions to the WDNY 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).

D. By Conditional Transfer Order dated August 14, 2019, the JPML transferred *Hanson v. Fisher-Price, Inc.*, C.A. No. 19-00204 (S.D. Iowa) to the Western District of New York. (ECF 2). By Conditional Transfer Order dated August 19, 2019, the JPML also transferred *Willis v. Fisher-Price, Inc.*, C.A. No. 19-00670 (M.D. Tenn.) to the Western District of New York. (ECF 5).

E. 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.

F. On October 28, 2019, Plaintiffs filed their CAC asserting claims on behalf of twenty-three individually named plaintiffs and similarly situated Settlement Class Members who purchased an RNPS or received an RNPS as a gift between October 1, 2009 and April 12, 2019 for: (1) violations of various state law consumer protection statutes; (2) breach of express warranty; (3) breach of implied warranty; (4) negligence; (5) unjust enrichment; and, on behalf of a

nationwide class, (6) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq. (ECF 19). In addition, Plaintiffs alleged that the Recall was deficient because some Recall participants stood to receive vouchers instead of cash payments and all Recall participants were required to dismantle the RNPS, package it and mail it to Fisher-Price, which Plaintiffs alleged disincentivized people to participate in the Recall. (ECF 19).

G. On December 12, 2019, Defendants filed an answer to the CAC denying in material and substantive part Plaintiffs' allegations. (ECF 28).

H. Following the filing of the CAC, the Parties engaged in extensive formal discovery directed at class certification issues. The Parties exchanged voluminous written discovery. Defendants produced, and Plaintiffs processed and reviewed, thousands of documents containing hundreds of thousands of pages related to the RNPS, including documents concerning the design and marketing of the RNPS, and the Recall. Plaintiffs conducted depositions of several of Defendants' employees with knowledge about the development, marketing, and testing of the RNPS, and Defendants' corporate representative, designated pursuant to Rule 30(b)(6). Plaintiff also reviewed Defendants' document productions to the CPSC and to the U.S. House of Representatives.

I. Plaintiffs, in turn, responded to Defendants' written discovery requests and produced documents. Defendants took the depositions of all twenty-one of the named Plaintiffs, many of these depositions took a full day to complete.²

J. Plaintiffs also conducted extensive third-party discovery. Plaintiffs subpoenaed and obtained records, including from (1) online and brick-and-mortar retailers related to RNPS sales;

² Two named Plaintiffs, Candace Kimmel and Brianna Parsons, ultimately dismissed their claims and, thus, were not deposed.

(2) standard-setting and trade organizations related to the development of safety standards for inclined sleepers like the RNPS; and (3) third-party marketing companies that were involved in the marketing of the RNPS. Further, Plaintiffs obtained discovery via FOIA requests submitted to the CPSC and the National Institute of Health.

K. Further, the Parties exchanged reports of independent experts, conducted expert depositions, briefed motions, and presented oral argument relating to experts. Plaintiffs offered testimony from three experts related to the materiality of the marketing messaging of the RNPS and damages issues. Defendants offered testimony from three competing experts on the same subject areas. All six experts submitted written reports and were deposed by the Parties during class certification briefing.

L. On or about March 27, 2020, Christopher Ekman of CooganEkman LLC was selected as mediator to explore a potential settlement with the Parties, and, later, to facilitate and oversee any settlement discussions among the Parties.

M. On February 8, 2021, Plaintiffs filed their Motion for Class Certification (“First Class Motion”) (ECF 125) and memorandum in support thereof (ECF 125-1) seeking, inter alia, to certify twelve statewide classes of RNPS purchasers under various states’ consumer protection statutes, implied warranty, negligence, unjust enrichment claims, as well as nationwide class for injunctive relief for an Order directing Defendants to improve the terms of the Recall. On June 16, 2021, Defendants filed their Opposition to the First Class Motion and memorandum in support thereof. (ECF 165, 166, 167). On October 13, 2021, Plaintiffs filed their Reply in Further Support of their Motion for Class Certification. (ECF 202).

N. On November 17, 2021, the Court issued an Amended Order, in which it decided to rule first on the class certification issue for the classes sought to be certified by the New York plaintiffs only. (ECF 217).

O. On December 13, 2021, Defendants filed their Sur-Reply in Opposition to Plaintiffs' Motion for Class Certification, which focused only on the proposed New York classes. (ECF 223). After obtaining permission from the Court, on February 18, 2022, Plaintiffs filed a sur-sur-reply brief in further support of the certification of the proposed New York classes. (ECF 243).

P. During class certification briefing, the parties also briefed and argued *Daubert* motions related to experts. On June 17, 2021, Defendants filed their Motion to Exclude the Declaration and Opinions of Colin B. Weir. (ECF 168, 168-1, 168-2). The Court held an evidentiary hearing on this Motion on September 27, 2021. On October 19, 2021, the Court denied Defendants' Motion to Exclude the Declaration and Opinions of Colin B. Weir. (ECF 210). On December 13, 2021, Defendants also moved to exclude Bruce Silverman and Dr. J. Michael Dennis, Plaintiffs' experts on the materiality of the RNPS marketing (ECF 222), which Plaintiffs opposed. (ECF 234). The motion was initially denied by the Court (ECF 264) but was later renewed by Defendants (ECF 306) and again opposed by Plaintiffs. (ECF 314).

Q. On February 25, 2022, Judge Crawford held a full-day class certification hearing focused on the certification of damages and injunctive relief classes, and related issues presented by the New York plaintiffs. (ECF 247).

R. On June 2, 2022, the Court denied certification of a nationwide injunctive relief class and New York damages class under Rule 23(b)(2) and 23(b)(3) of the Federal Civil Rules of

Procedure, respectively, but certified an issues class of RNPS purchasers in New York pursuant to Rule 23(c)(4) as to liability issues. (ECF 254; ECF 260).

S. After the Court denied certification of the proposed New York classes pursuant to Rule 23(b)(3), Plaintiffs filed a petition with the Second Circuit Court of Appeals, pursuant to Rule 23(f), seeking leave to appeal the denial of certification (Case No. 22-1319). Defendants opposed Plaintiffs' petition. On October 5, 2022, the Second Circuit denied the petition. (ECF 269.)

T. After the certification of the New York Rule 23(c)(4) liability class, the Court ordered that discovery commence on liability issues. (ECF 260). The Parties exchanged further voluminous written and document discovery in preparation of a trial relating to the New York liability class, including the service of additional interrogatories and requests for production of documents, as well as requests for admissions. Plaintiffs processed and reviewed over 270,000 additional documents containing over a million pages related to RNPS, including, among others, additional documents concerning the development, design, and marketing of the RNPS, reports of incidents that occurred while infants were in an RNPS, and other disputed liability issues. Additionally, Plaintiffs worked to secure document discovery Defendants had exchanged with counsel for plaintiffs in certain wrongful death litigation related to the RNPS, which involved extensive negotiations with plaintiffs' counsel in those cases and with Defendants' counsel.

U. 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) and memorandum in support thereof (ECF 284) ("Second Class Motion") seeking, inter alia, to certify a class of RNPS purchasers under California's consumer protection statutes, implied warranty, and unjust enrichment claims. On December 16, 2022, Defendants filed their Opposition to the Second

Class Motion and memorandum in support thereof. (ECF 296). On January 13, 2023, Plaintiffs filed their Reply in support of the Second Class Motion. (ECF 301).

V. After the Court certified the New York issue class, 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 Defendants' motion to dismiss on February 8, 2023. (ECF 286).

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

X. On March 7, 2023, the Court set a hearing on the Second Class Motion for April 13, 2023, which was rescheduled for December 15, 2023 and later for February 23, 2024.

Y. Beginning in 2020, the Parties engaged in extensive negotiations, including (1) a mediation with Mr. Ekman on September 10, 2020; (2) a virtual mediation via Zoom with Ms. Jill R. Sperber of Judicate West on April 12, 2022, which involved the exchange of numerous written settlement proposals; and (3) an in-person mediation with the Hon. Margaret Morrow and Mr. Ekman on March 27 and 28, 2023. Additionally, the Parties had numerous discussions and communications with the mediators outside of the mediation sessions.

Z. On February 13, 2024, the Parties informed the Court that they had reached a settlement in principle to fully resolve the Action. (ECF 325).

AA. On July 2, 2024, the Parties engaged in an additional mediation before the Hon. Margaret Morrow and Mr. Ekman, via Zoom, concerning certain disputed issues relating to terms of the Settlement Agreement.

II. DEFINITIONS

A. The following terms used in this Settlement Agreement and the attached exhibits shall have the meanings ascribed to them below for purposes of this Settlement Agreement:

1. “Action(s)” refers to *In re: Fisher-Price Rock ‘n Play Sleeper Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2903, including all Constituent Actions.

2. “Approved Claims” means Claims that are submitted to and approved by the Settlement Administrator, to be paid out of the Settlement Fund.

3. “Attorneys’ Fees and Expenses” means such amounts as may be approved and awarded by the Court to Class Counsel to compensate all Plaintiffs’ Counsel for their fees and expenses in this Action and the Settlement Agreement, as described in Section IX of this Settlement Agreement, to be paid out of the Settlement Fund.

4. “CAFA Notice” means the notice to be sent by Settlement Administrator to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”), within ten (10) business days after the submission of this Settlement Agreement with the Court. A copy of the served CAFA Notice shall be provided to Class Counsel. Class Counsel approves the sending of the CAFA Notice by the Settlement Administrator.

5. “Claim” means the claim of a Settlement Class Member for compensation from the Settlement Fund.

6. “Claimant” means a Settlement Class Member who has submitted a Claim Form for compensation from the Settlement Fund.

7. “Claim Form” means the document in substantially the same form as Exhibit 6 attached to this Settlement Agreement by which a Claim shall be submitted for compensation from the Settlement Fund.

8. “Claim Submission Period” means the time frame in which Settlement Class Members may submit a Claim Form for compensation from the Settlement Fund, which shall run from the Initial Notice Date up to and including ninety (90) days after the Court’s issuance of the Final Approval Order and Final Judgment.

9. “Claims Deadline” means the date by which all Claim Forms must be submitted online on the Settlement Website or postmarked, if mailed, to be considered timely, which shall be ninety (90) days after the Court’s issuance of the Final Approval Order and Final Judgment.

10. “Claims Process” means the process for submitting and reviewing Claims described in Section III.C, below, of this Settlement Agreement.

11. “CAC” means the Consolidated Class Action Complaint filed in this Action on October 28, 2019. (ECF 19).

12. “Class Counsel” means Demet Basar, James B. Eubank and Paul Evans of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.

13. “Class Notice” means the Notice Plan described in Section IV, below.

14. “Class Period” means January 1, 2009 to the present.

15. “Class Representatives” means 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, and Renee Wray.

16. “Constituent Actions” means *Drover-Mundy, et. al. v. Fisher-Price, Inc., et al.*, C.A. No. 1:19-00512 (W.D.N.Y.); *Mulvey v. Fisher-Price, Inc., et al.*, C.A. No. 1:19-00518 (W.D.N.Y.); *Shaffer v. Mattel, Inc, et al.*, C.A. No. 1:19-00667 (W.D.N.Y.); *Nabong v. Mattel, Inc, et al.*, C.A.

No. 1:19-00668 (W.D.N.Y.); *Barton v. Mattel, Inc., et al.*, 1:19-00670 (W.D.N.Y.); *Kimmel v. Fisher-Price, Inc., et al.*, C.A. No. 1:19-00695 (W.D.N.Y.); *Cuddy v. Fisher-Price, Inc., et al.*, C.A. No. 1:19-00787 (W.D.N.Y.); *Nadel et al. v. Fisher-Price, Inc., et al.*, C.A. No. 1:19-00791 (W.D.N.Y.); *Poppe v. Fisher-Price, Inc., et al.*, C.A. No. 1:19-00870 (W.D.N.Y.); *Pasternacki v. Fisher-Price, Inc., et al.*, C.A. No. 1:19-00941 (W.D.N.Y.); *Black v. Mattel, Inc., et al.*, C.A., C.A. No. 2:19-03209 (C.D. Ca.); *Flores v. Fisher-Price, Inc., et al.*, C.A. No. 8:19-01073 (C.D. Ca.); *Wray v. Fisher Price, et al.*, C.A. No. 1:19-01603 (D. Co.); *Fieker v. Fisher-Price, et al.*, C.A. No. 4:19-00295 (N.D. Ok.); *Hanson v. Fisher-Price, Inc.*, C.A. No. 19-00204 (D.S. Iowa.); *Willis v. Fisher-Price, Inc., et al.*, C.A. No. 3:19-00670 (M.D. Tn.), and any other action that may be centralized as part of the Action.

17. “Court” or “WDNY” means the United States District Court for the Western District of New York.

18. “Defendants” collectively means Mattel, Inc. and Fisher-Price, Inc.

19. “Counsel for Defendants” means Matthew P. Kanny, Gerald J. Cedrone, and Ariel Rogers of Goodwin Procter LLP and Lori G. Cohen and Brandon D. Cox of Greenberg Traurig LLP.

20. “Direct Notice” means the legal notice summarizing the terms of the proposed Settlement, substantially in the form attached as Exhibit 5, that shall be sent to Settlement Class Members as provided in Section IV.C, below, of this Settlement Agreement.

21. “Effective Date” means (i) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order approving the Settlement Agreement and Final Judgment, if no appeal is filed; or (ii) if an appeal of the Final Approval Order and/or Final Judgment is filed, the date upon which all appellate courts with jurisdiction affirm such Final

Approval Order and/or Final Judgment, or deny any such appeal or petition for certiorari, such that no future appeal is possible.

22. "Final Approval Hearing" means the hearing scheduled by the Court to consider the fairness, reasonableness and adequacy of this Settlement Agreement under Rule 23 of the Federal Rules of Civil Procedure, whether to certify the Settlement Class under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, whether to award Attorneys' Fees and Expenses and Class Representative Service Awards, and to determine whether a Final Approval Order and Final Judgment should be entered.

23. "Final Approval Date" means the date on which the Court enters the Final Approval Order and Final Judgment.

24. "Final Approval Order" means the Court's Order approving this Settlement Agreement, certifying the Settlement Class, and awarding any Attorneys' Fees and Expenses and Class Representative Service Awards. A proposed form of the Final Approval Order is attached hereto as Exhibit 9.

25. "Final Judgment" means the Court's final judgment, which is to be on terms substantially consistent with this Agreement. A proposed form of the Final Judgment is attached hereto as Exhibit 8.

26. "Fisher-Price" means Defendant Fisher-Price, Inc.

27. "Fisher-Price Released Party(ies)" means Fisher-Price, individually and collectively, and each of their respective successors, assigns, past, present, and future parents, subsidiaries, sister companies, joint venturers, partnerships, related companies, affiliates, unincorporated entities, divisions and groups, and any entity that manufactured, tested, distributed, marketed, promoted, sold or offered to sell at wholesale or retail the RNPS, and each of their

respective directors, officers, shareholders, employees, agents, representatives, insurers, servants, partners, administrators and subcontractors. It is expressly understood that, to the extent that a Fisher-Price Released Party is not a Party to the Agreement, all such Released Parties are intended third party beneficiaries of the Agreement.

28. “Initial Notice Date” means the date on which Direct Notice of this Settlement is first disseminated by the Settlement Administrator to the Settlement Class in accordance with the Notice Plan.

29. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 4 that shall be available to Class Members as provided in Section IV.E, below, of this Settlement Agreement.

30. “Mattel” means Defendant Mattel, Inc.

31. “Mattel Released Party(ies)” means Mattel, individually and collectively, and each of their respective successors, assigns, past, present, and future parents, subsidiaries, sister companies, joint venturers, partnerships, related companies, affiliates, unincorporated entities, divisions and groups, and any entity that manufactured, tested, distributed, marketed, promoted, sold or offered to sell at wholesale or retail the RNPS, and each of their respective directors, officers, shareholders, employees, agents, representatives, insurers, servants, partners, administrators and subcontractors. It is expressly understood that, to the extent that a Mattel Released Party is not a Party to the Agreement, all such Released Parties are intended third party beneficiaries of the Agreement.

32. “Net Settlement Fund” means the Settlement Fund, plus any interest or investment income earned on the Settlement Fund, less any (a) Attorneys’ Fees and Expenses; (b) Class Representative Service Awards; (c) Taxes; and (d) Settlement Administration Expenses.

33. “Non-Profit Residual Recipient” means the Children’s Health Fund, a 26 U.S.C. 501C(3) non-profit organization.

34. “Notice Plan” means the notice plan attached hereto as Exhibit 3 and the plans and methods set forth in Section IV, below, of this Settlement Agreement.

35. “Parties” means Class Representatives, Fisher-Price, and Mattel collectively, as each of those terms is defined in this Settlement Agreement.

36. “Plaintiffs’ Counsel” means Class Counsel; Bursor & Fisher, P.A; Sorkowitz Law, P.C.; DeNittis Osefchen Prince, P.C.; Smolen & Roytman; Lockridge Grindal Nauen P.L.L.P.; Caruso Law Firm, P.C.; Kantrowitz, Goldhamer & Graifman, P.C.; Longman Law, P.C.; Reich Radcliffe & Hoover LLP; Forchelli Deegan Terrana LLP; Stranch, Jennings & Garvey, PLLC; Cory Watson P.C.; Pittman, Dutton & Hellums, P.C.; Shindler Anderson Goplerud & Weese PC; Cuneo Gilbert & Laduca, LLP; Wolf Haldenstein Adler Freeman & Herz LLP; and Connors LLP, as liaison counsel.

37. “Preliminary Approval Order” means the Court’s Order preliminarily approving the Settlement Agreement and preliminarily certifying the Settlement Class. A proposed form of the Preliminary Approval Order is attached hereto as Exhibit 2.

38. “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, all to be submitted in accordance with the written and video instructions set forth on the Settlement Website.

39. “Proof of Purchase” or “POP” means evidence supporting a Claim for compensation from the Settlement Fund 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.

40. “Purchase Price” means the retail price of an RNPS paid by the Settlement Class Member and does not include taxes paid thereon.

41. “Recall” means the April 12, 2019 recall of the RNPS jointly announced by the CPSC and Fisher-Price, including all reannouncements and updates thereto.

42. “Recall Date” means April 12, 2019.

43. “Recall Remedy” means relief available to consumers pursuant to the Recall Terms.

44. “Recall Terms” means the terms of the Recall, under which, once consumers shipped the product hubs to Defendants, (i) consumers who owned an RNPS originally purchased new (including by a prior owner of the product) on or after October 12, 2018, were to receive a full cash refund, plus sales taxes paid if accompanied by a receipt; and (ii) consumers who owned an RNPS originally purchased new (including by a prior owner of the product) before October 12, 2018, were to receive a voucher for a Fisher-Price product to be selected from a list to be provided by Fisher-Price and determined by the original date of purchase or date of manufacture of the product.

45. “Released Claims” means the claims released as set forth in Section VII of this Settlement Agreement.

46. “Released Parties” collectively means the Mattel Released Parties and the Fisher-Price Released Parties.

47. “Request for Exclusion” means the written communication from a Settlement Class Member in which they request to be excluded from the Settlement, as described in Section V of this Agreement.

48. “RNPS” means all models of the Fisher-Price Rock ‘n Play Sleeper, which are identified in Exhibit 1 of this Settlement Agreement.

49. “Service Awards” means the amount of remuneration to be paid to the Class Representatives to compensate them for their efforts on behalf of the Settlement Class, in an amount to be approved and ordered by the Court, as set forth in Section IX of this Settlement Agreement.

50. “Settlement” means the settlement embodied in this Settlement Agreement.

51. “Settlement Agreement” means this Settlement Agreement and its Exhibits which are incorporated herein, including any subsequent amendments and subsequent exhibits that are agreed to by the Parties in writing and approved by the Court.

52. “Settlement Amount” means the one-time, total lump sum gross principal settlement amount of Nineteen Million Dollars and No Cents (\$19,000,000.00) that will be paid by the Defendants pursuant to Section III.A.1 of this Settlement Agreement.

53. “Settlement Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and presented to the Court by Plaintiffs for appointment to send the CAFA Notice, implement the Notice Plan, and address the Claims Process. The Settlement Administrator shall be required to execute the Protective Order entered in this Action. (ECF 18).

54. “Settlement Administration Expenses” means the reasonable fees and costs incurred by the Settlement Administrator in relation to this Settlement that are invoiced and approved by Plaintiffs, subject to Section III.A.5 and Section III.A.6 of this Agreement, or

otherwise approved by the Court, including those arising from performing any duty or obligation created by this Settlement Agreement, providing Notice, effectuating the Notice Plan, establishing and maintaining the Settlement Fund, processing Claims, responding to inquiries from Settlement Class Members, providing payment of Approved Claims, related services, and all costs of the escrow account.

55. “Settlement Class” or “Settlement Class Members” means Class Representatives and 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.

56. “Settlement Fund” means the non-reversionary cash fund holding the Settlement Amount, plus any interest that may accrue thereon after deposit into an escrow account.

57. “Settlement Payments” means payments made to Settlement Class Members on Approved Claims, to be paid from the Settlement Fund.

58. “Settlement Website” means a website established by the Settlement Administrator to provide information about the Settlement, including deadlines and case documents, and to

permit Settlement Class Members to electronically submit Claim Forms. The Settlement Website shall not reveal any personal or confidential information belonging to any person to the public.

59. “Taxes” means (i) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Escrow Account, including, without limitation, any taxes that may be imposed upon Defendants or their counsel with respect to any income or gains earned by or in respect of the Escrow Account for any period while it is held in the Escrow Account; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Escrow Account that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund escrow account or otherwise.

60. “Unclaimed Funds” means any amounts remaining in the Settlement Fund after all Settlement Payments, Service Awards, Attorneys’ Fees and Expenses, Taxes, and Settlement Administration Expenses have been paid.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

C. The terms “he or she” and “his or her” include “them,” “they,” “their,” “it,” or “its,” where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Actions against Defendants with prejudice and the Releases set forth in Section VII below, Defendants agree as follows:

A. Cash Settlement

1. Payment of Settlement Amount. Within five (5) business days after (i) the Court enters the Preliminary Approval Order, (ii) receipt by Defendants of wiring instructions to the common fund escrow account described in Section III.A.2 of this Settlement Agreement, and (iii) receipt of a W-9 from the Settlement Administrator, whichever is later, Defendants shall wire the non-reversionary cash Settlement Amount of Nineteen Million Dollars and No Cents (\$19,000,000.00) into the Settlement Fund, to be distributed in accordance with this Settlement Agreement. This amount is intended to fully and completely compensate Settlement Class Members for any and all Released Claims against any and all Released Parties and to fully and completely pay for all Taxes, Class Representative Service Awards, Attorneys' Fees and Expenses, and Settlement Administration Expenses to be paid pursuant to this Settlement Agreement, and any other costs and expenses incurred by the Settlement Class as a result of this Action or this Settlement Agreement. The Parties agree that Defendants will provide the Settlement Administrator with an IRS Form 1099 or other necessary tax form(s) for the lump sum payment made pursuant to this Settlement Agreement. Defendants make no representation as to the tax treatment of any payment(s) made pursuant to this Settlement Agreement and shall not be responsible for any Taxes owed or to be paid as a result of this Settlement Agreement.

2. Settlement Fund. The Settlement Amount shall be placed in a non-reversionary common fund escrow account at a financial institution approved by Class Counsel and Defendants and, pursuant to Section VIII of this Settlement Agreement, the Settlement Fund shall be established and maintained by the Settlement Administrator as a qualified settlement fund for federal tax purposes pursuant to Treas. Reg. § 1.468 B-1, *et seq.* The Settlement Administrator shall be responsible for all administrative, accounting and tax compliance activities in connection with the Settlement Fund.

3. Use of the Settlement Fund. As described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Settlement Administration Expenses; (ii) any Taxes; (iii) any Class Representative Service Awards; (iv) any Attorneys' Fee and Expense Award; and (v) Settlement Payments, as provided in Section III.B of this Agreement and as approved by the Court.

4. Non-Reversionary Settlement. This Settlement shall be non-reversionary, meaning that no part of the Settlement Amount will revert to Defendants. If there are any funds remaining in the Settlement Fund after all Approved Claims are paid in accordance with this Settlement Agreement, the Settlement Administrator shall distribute any Unclaimed Funds in the Net Settlement Fund to the Non-Profit Residual Recipient, consistent with the Final Approval Order.

5. Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by this Settlement Agreement, or (ii) approved by the Court. Class Counsel may authorize the periodic payment of actual Settlement Administration Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court; provided, however, that, in accordance with Section III.A.6 below, prior to the Effective Date, Class Counsel may not authorize the payment of Settlement Administration Expenses in excess of \$250,000.00.

6. Use of Settlement Funds Prior to the Effective Date. Prior to the Effective Date, the only monies that may be distributed from the Settlement Fund are Settlement Administration Expenses incurred by the Settlement Administrator, up to a total of Two Hundred Fifty Thousand Dollars (\$250,000.00). Class Counsel is authorized to pay from the Settlement Fund Settlement Administration Expenses that are incurred, invoiced, and approved by Class Counsel prior to the Effective Date up to \$250,000.00, without further order of the Court.

7. Administration and Distribution of the Settlement Fund. The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Settlement Class Members pursuant to this Agreement. No Settlement Payments may be distributed to Settlement Class Members prior to the Effective Date.

B. Settlement Payments to Settlement Class Members

Settlement Class Members who timely file Claims by the Claims Deadline and comply with all other conditions and requirements specified in this Settlement Agreement, and whose Claims are validated as Approved Claims by the Settlement Administrator, shall have the right to obtain relief, as follows:

1. Settlement Class Members Who Participated in the Recall and Returned an RNPS or its Hub Pursuant to the Recall. Settlement Class Members who previously participated in the Recall and returned an RNPS or its hub pursuant to the Recall prior to the Initial Notice Date and who received a voucher for a product as a Recall Remedy shall be entitled to a Settlement Payment of \$10.00 for each RNPS or hub returned.

2. Settlement Class Members Who Currently Own an RNPS and Did Not Participate in the Recall. Settlement Class Members who currently own an RNPS and who did not participate in the Recall (“Current Owners”) must submit Proof of Disablement and a valid Claim Form to be entitled to a Settlement Payment. Current Owners shall be entitled to the following relief for each RNPS for which they have submitted Proof of Disablement and a valid Claim Form:

(a) Current Owners who submit a valid Proof of Purchase of an RNPS purchased between October 12, 2018 and the Recall Date are entitled to a Settlement Payment in the amount of the Purchase Price of that RNPS as shown on the Proof of Purchase, but no less than \$60.

(b) Current Owners who (i) either purchased an RNPS between October 12, 2018 and the Recall Date or who own an RNPS that was manufactured on or after October 12, 2018, and (ii) do not submit a valid Proof of Purchase, are entitled to a Settlement Payment of \$60.00.

(c) Current Owners who purchased an RNPS between April 12, 2017 and October 11, 2018, or who own an RNPS that was manufactured between April 12, 2017 and October 11, 2018, are entitled to a Settlement Payment of \$50.00.

(d) Current Owners who purchased an RNPS on or before April 11, 2017, or who own an RNPS that was manufactured on or before April 11, 2017, are entitled to a Settlement Payment of \$40.00.

(e) If no Proof of Purchase is provided, the date the RNPS was manufactured shall be used to determine the Settlement Payment to which a Current Owner is entitled. The date of manufacture is evidenced by a date code stamped 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.

(f) 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”).

(g) 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 (“Current Owners’ Set-Aside Fund”) to make Settlement Payments for Current Owner Claims that are submitted pursuant to Section III.E of this Settlement Agreement.

(h) In the event that the total amount of Settlement Payments on Approved Claims for Current Owners exceeds the total amount of the Current Owners' Fund in Section III.B.2.f., and if additional funds are not available as described in Section III.B.4 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 in Section III.B.2.f.

3. Settlement Class Members Who Do Not Currently Own an RNPS and Have Proof of Purchase. Settlement Class Members who purchased an RNPS new (including to be given as a gift for another Person) and who (a) did not return the RNPS or a hub pursuant to the Recall, (b) do not currently own an RNPS (such that they are not entitled to relief set out in Sections III.B.2), and (b) have a Proof of Purchase ("POP-Purchasers"), must submit a copy of their Proof of Purchase and a valid Claim Form to be entitled to a Settlement Payment. POP-Purchasers shall be entitled to the following relief for each RNPS for which they have submitted Proof of Purchase and a valid Claim Form:

(a) Settlement Class Members who submit Proof of Purchase dated between April 12, 2017 and the Recall Date are entitled to a Settlement Payment of \$35 for each new RNPS purchased.

(b) Settlement Class Members who submit Proof of Purchase dated on or before April 11, 2017 are entitled to a Settlement Payment of \$25 for each new RNPS purchased.

(c) 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").

(d) 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 (“POP-Purchasers’ Set-Aside Fund”) for Settlement Payments for POP-Purchaser Claims that are submitted pursuant to Section III.E of this Settlement Agreement.

(e) In the event that the total amount of Settlement Payments on Approved Claims for POP-Purchasers exceeds the total amount of the POP-Purchasers’ Fund in Section III.B.3.c, and if additional funds are not available as described in Section III.B.4 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 in Section III.B.3.c.

4. Undersubscription or Oversubscription of Current Owners’ Fund or POP-Purchasers’ Fund. In the event that the total amount of Settlement Payments for Approved Claims for the Current Owners Fund or POP-Purchasers’ Fund is less than either Funds’ respective cap, the remaining funds will be allocated as follows:

(a) In the event that 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 added to 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 added to the Current Owners’ Set-Aside Fund.

(b) In the event that 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 added to 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 added to the POP-Purchasers' Set-Aside Fund.

(c) 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 added to the POP-Purchasers' Set-Aside Fund.

5. Settlement Class Members Who Do Not Currently Own an RNPS and Do Not Have Proof of Purchase. Settlement Class Members who (i) purchased a new RNPS (including to be given as a gift to another Person), (ii) did not return that RNPS or a hub pursuant to the Recall, and (iii) do not currently own an RNPS or have Proof of Purchase (such that they are not entitled to relief set out in Sections III.B.2 or III.B.3) ("No POP-Purchasers") must submit a valid Claim Form to be entitled to receive a Settlement Payment of \$10. The total amount from the Net Settlement Fund to be used to make Settlement Payments to No POP-Purchasers with Approved Claims shall be capped at One Million Dollars (\$1,000,000.00) ("No POP-Purchasers' Fund"). In the event that Settlement Class Members file Approved Claims under this Section in an amount

exceeding \$1,000,000.00, each Approved Claim under this Section shall be reduced pro rata, such that the total of all Approved Claims is equal to \$1,000,000.00.

6. Settlement Class Members who purchased or were gifted a used RNPS and who (a) returned an RNPS or its hub pursuant to the Recall and received a full refund, or (b) do not qualify as a Current Owner pursuant to Section III.B.2, shall not be entitled to a Settlement Payment under this Settlement.

7. Settlement Class Members who participate in this Settlement shall not be entitled to later participate in the Recall Remedy.

8. The Claim Form shall advise Settlement Class Members that they should consult their tax advisor regarding any tax ramifications of receiving any Settlement Payment under this Settlement Agreement. The Parties agree that 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 Agreement.

C. Claims Process

1. During the Claim Submission Period, Settlement Class Members may submit Claims for payments from the Settlement Fund. The Claim Form shall be available on the Settlement Website and can be submitted online or in hard copy. In no event shall a Settlement Class Member be entitled to submit more than one Claim Form per RNPS. Claims must be submitted with Proof of Purchase and/or Proof of Disablement, as applicable, in accordance with Sections III.B.2 and III.B.3. Each Claim Form will be assigned a unique identifier that will be used by Settlement Class Members to track their Claims.

2. During the twenty-four (24) months following the Effective Date, Defendants shall (i) provide notice on the Recall website of this Settlement and provide a link on the Recall website to the Settlement Website, and (ii) if Defendants receive any claims under the Recall during this

time period, on a monthly basis, they shall inform the Settlement Administrator and Class Counsel of the receipt of the claim and provide, if reasonably available, the names, addresses and email addresses of consumers who submitted such claims and whether the consumer submitted their RNPS to Mattel pursuant to the Recall.

3. Class Members may choose to participate in the Recall or the Settlement in their sole discretion but shall not be entitled to participate in both the Settlement and the Recall.

4. The Settlement Administrator shall administer the review and processing of Claims pursuant to the Court's Preliminary Approval Order.

5. The Settlement Administrator shall have the authority to determine whether Claim Forms submitted by Settlement Class Members are timely, valid, and complete.

6. The Settlement Administrator will review all submitted Claim Forms 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 Section III.B and Section III.E of this Settlement Agreement. The Settlement Administrators' review period for submitted Claims shall not be required to commence prior to the Effective Date.

7. If a Claim is incomplete or otherwise deficient, the Settlement Administrator shall 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 thirty (30) days of the date of the email and/or letter from the Settlement Administrator. If the Claimant fails to timely provide the requested documentation or information, the deficient Claim (or deficient portion thereof) shall 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.

8. Any Settlement Class Member whose Claim is rejected in full shall not receive any payment for the Claim submitted and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action. Similarly, any Settlement Class Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action.

9. No person shall have any claim against the Released Parties, Settlement Administrator, Class Representatives, Settlement Class, Class Counsel, Plaintiffs' Counsel, or Defendants' Counsel based on any eligibility determinations.

D. Payment of Claims

1. Settlement Class Members who submit Claims on the Settlement Website shall have the option to receive Settlement Payments via a digital method, such as Venmo, PayPal, or digital payment card, or via physical check sent by the Settlement Administrator. Claim Forms submitted by mail will receive any Settlement Payment by physical check.

2. The Settlement Administrator shall send Settlement Payments on Approved Claims from the Net Settlement Fund by digital payment (as described above) or physical check, as elected by each Settlement Class Member with an Approved Claim, in accordance with Section III.F of this Settlement Agreement.

3. Each Settlement Payment issued to a Settlement Class Member via a physical check will state on the face of the check that it will become null and void unless cashed within ninety (90) days after the date of issuance.

4. For any checks that are uncashed by Settlement Class Members after ninety (90) days, the Settlement Administrator shall seek to contact the Settlement Class Members with the

uncashed checks and, if successful in reaching the Settlement Class Member, shall attempt to make the Settlement Payment, including, but not limited to, by reissuing checks. Reissued checks that are not cashed within ninety (90) days after issuance shall become null and void.

5. In the event that an electronic deposit or digital payment to a Settlement Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Settlement Class Member within thirty (30) days to correct the problem.

6. To the extent that a check issued or reissued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance or reissuance, or an electronic deposit is unable to be processed within ninety (90) days of the first attempt, such funds shall remain in the Settlement Fund for disposition pursuant to Section III.E of this Settlement Agreement.

E. Additional Claims Administration

1. For a period of twenty-four (24) months from the Effective Date, or until the Net Settlement Fund is exhausted, whichever is earlier, people who believe that they are Settlement Class Members eligible for the relief provided in Section III.B of this Settlement Agreement, but who claim that they did not receive notice or were unaware of the Settlement prior to the Claims Deadline, may contact the Settlement Administrator or Class Counsel and seek to participate 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.

2. If the Settlement Administrator determines that (i) the Claim Form submitted by the Settlement Class Member pursuant to Section III.E.1 is valid and complete, and (ii) the Settlement Class Member has submitted a valid Proof of Disablement, the Settlement Class

Member will be entitled to a Settlement Payment as provided in Section III.B.2, to be paid from the Current Owners' Set-Aside Fund.

3. If the Settlement Administrator determines that (i) the Claim Form submitted by the Settlement Class Member pursuant to Section III.E.1 is valid and complete, and (ii) the Settlement Class Member has submitted a valid Proof of Purchase, the Settlement Class Member will be entitled to a Settlement Payment as provided in Section III.B.3, to be paid from the POP-Purchasers' Set-Aside Fund.

4. If the Settlement Administrator determines that the Claim Form submitted by the Settlement Class Member pursuant to Section III.E.1 is valid and complete and the Settlement Class Member does not submit a valid Proof of Disablement or Proof of Purchase, the Settlement Class Member will be entitled to a Settlement Payment as provided in Section III.B.5 if the No POP-Purchasers' Fund is not exhausted. In the event that Settlement Class Members file Approved Claims under this Section III.E.4 and under Section III.B.5 in an amount less than \$1,000,000.00, the remaining funds in the No POP-Purchasers' Fund shall be split equally between and added to the Current Owners Set-Aside Fund and POP-Purchasers' Set-Aside Fund.

F. Distribution of Settlement Payments

1. The Settlement Administrator shall calculate Settlement Payments due on all Approved Claims in accordance with Section III.B and shall complete its initial distribution of Settlement Payments on all timely filed and Approved Claims as soon as practicable and shall use its reasonable best efforts to complete the initial distribution no later than six (6) months after the Effective Date.

2. For Claims submitted pursuant to Section III.E., the Settlement Administrator shall calculate Settlement Payments due on any Approved Claims 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.

3. After the expiration of twenty-four (24) months from the Effective Date, if the Settlement Fund is still not exhausted, 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 Settlement Payments for each Approved Claim does not exceed the Purchase Price of the RNPS.

4. Any Unclaimed Funds remaining in the Net Settlement Fund, after distribution is made pursuant to Section III.B through Section III.F.3 of this Settlement Agreement, shall be paid to the Non-Profit Residual Recipient.

G. Settlement Administration

1. The Settlement Administrator shall administer the relief provided by this Settlement Agreement by providing Notice and processing Settlement Claims in a reasonable, cost effective,

and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. Without limiting the foregoing, the Settlement Administrator shall:

(a) Receive Requests for Exclusion from the Class and promptly provide Class Counsel and Counsel for Defendants copies thereof. If the Settlement Administrator receives any Requests for Exclusion after the deadline for the submission of such forms, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(b) Agree to be bound by the terms of the Protective Order entered in this Action;

(c) Obtain from Defendants Customer Contact Information for potential and known Settlement Class Members in accordance with the terms of the Protective Order entered in this Action;

(d) Obtain from third party retailers contact information for potential and known Settlement Class Members;

(e) Effectuate the Notice Plan in accordance with this Agreement and the Preliminary Approval Order;

(f) Establish and maintain a post office box for mailed Claim Forms and Requests for Exclusions;

(g) Establish and maintain the Settlement Website that, among other things, will allow Settlement Class Members to submit Settlement Claims electronically;

(h) Establish and maintain a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, which includes an IVR (interactive voice response) in English and Spanish, and respond to such inquiries;

(i) Respond to any mailed or emailed Settlement Class Member inquiries;

(j) In advance of the Final Approval Hearing, prepare affidavits to submit to the Court that: (i) attest to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided a valid Request for Exclusion;

(k) Review, determine the validity of, and process all Claim Forms submitted by Claimants, pursuant to the criteria set forth in this Agreement;

(l) Distribute the Settlement Fund in accordance with the terms and conditions of this Agreement;

(m) Provide monthly reports and a final report to Class Counsel and Defendants Counsel that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims approved and denied since the prior reporting period, the total number of Claims approved and denied to date, the total number of Approved Claims that were paid since the prior reporting period together with the Settlement Payment Amounts, the total number of Approved Claims that were paid to date together with the Settlement Payment amounts, and other pertinent information as requested by Class Counsel;

(n) Maintain reasonably detailed records of its activities under this Agreement, which shall be available to Class Counsel, upon request;

(o) Provide monthly reports to Class Counsel and Defendants that show the Settlement Class Members who (i) submitted Claims to participate in the Settlement; (ii) submitted Claim Forms with Proof of Disablement of an RNPS pursuant to Section III.B.2, and/or (iii) submitted Claim Forms attesting that they previously destroyed and/or discarded their RNPS; and

(p) Provide monthly reports to Class Counsel and Defendants that list the consumers who submitted claims under the Recall, as reported by Defendants under Section III.C.2(ii), who also filed a Claim under the Settlement.

(q) Make available for inspection by Class Counsel and Defendants' Counsel the Claim Forms and any supporting documents, and any other information relating to Claims, received by the Settlement Administrator on reasonable notice.

2. The Settlement Administrator shall maintain staffing sufficient to perform all duties delegated to the Settlement Administrator in this Settlement Agreement and shall appoint a designated staff member to act as liaison with Class Counsel and Defendants' Counsel.

3. The Settlement Administrator shall employ reasonable procedures to screen submitted Claim Forms for abuse or fraud and deny Claims fraudulent Claims. The Settlement Administrator shall use reasonable fraud-prevention mechanics to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members; and (ii) submission of more than one Claim per RNPS. In the event a Claim Form is submitted without a unique Settlement Class Member identifier, the Settlement Administrator shall employ reasonable effort to ensure the Claim is valid. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted Claim prior to determining its validity.

4. Pursuant to the Preliminary Approval Order and subject to the Protective Order entered in this case, Defendants agrees to work with the Settlement Administrator in good faith to provide information the Settlement Administrator reasonably believes is necessary to (i) validate Claims, (ii) calculate Settlement Payments to Settlement Class Members, and (iii) make determinations on whether Claimants, objectors or Persons who submitted Requests for Exclusion are Settlement Class Members.

5. If the Settlement Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of the Class, the matter shall be referred to the Court for resolution.

H. Settlement Oversight

1. During the twenty-four (24) months after the Effective Date, the Settlement Administrator shall provide monthly reports to Class Counsel concerning the implementation of and Settlement Class Member participation in the Settlement. The Settlement Administrator shall promptly provide documents and data in response to reasonable requests from Class Counsel, including, without limitation, data concerning approval and denial of Claims.

IV. NOTICE TO THE CLASS

A. Class Notice

Class Notice will be accomplished through a combination of Direct Notice, Publication Notice (including digital and social media notice), the Settlement Website, and Long Form Notice, and such other notice as Class Counsel and the Settlement Administrator believe is required by Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and all other applicable statutes, laws and rules, including those described below, as well as those in the Preliminary Approval Order, the Declaration of the Settlement Administrator and the Notice Plan

(attached hereto as Exhibits 7 and 3), and this Settlement Agreement. The Notice Plan shall be carried out in substantially the manner provided in this Settlement Agreement.

B. Customer Contact Information

The Preliminary Approval Order shall require Defendants to produce, if reasonably available, (i) the names, addresses and email addresses of consumers who participated in the Recall, and (ii) the names, addresses and email addresses of consumers who either registered the RNPS with Defendants or with whom Defendants learned in the ordinary course may have purchased or acquired an RNPS (“Customer Contact Information”). After the Settlement Administrator agrees to be bound by the Protective Order in this case, Defendants will cause such Customer Contact Information to be delivered to the Settlement Administrator within five (5) business days after the Court’s entry of the Preliminary Approval Order. The Customer Contact Information provided pursuant to the Court’s Preliminary Approval Order will be designated by Defendants as “Highly Confidential – Attorneys’ Eyes Only” and may only be used and disclosed by the Settlement Administrator to provide Notice of the Settlement and administer the Settlement consistent with the Preliminary Approval Order and Protective Order.

C. Direct Notice

1. Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Administrator shall begin to send Direct Notice, substantially in the form attached hereto as Exhibit 5, by email and, if no email addresses is available, by U.S. Mail, proper postage prepaid, to the current and former owners of RNPS, as identified by data to be forwarded to the Settlement Administrator by Defendants, third party retailers, and through the Settlement Administrator’s efforts. The Direct Notice will be in English and Spanish and shall inform those

persons of how to obtain the Long Form Notice via the Settlement Website, via regular mail, or via a toll-free telephone number, pursuant to Sections E through G, below.

2. Prior to mailing the Direct Notice, the Settlement Administrator shall process the information it receives from Defendants and third party retailers through the U.S. Postal Service's National Change of Address database. The Direct Notice being provided shall be designed to meet all requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure.

D. Publication Notice

The Settlement Administrator shall implement a Publication Notice plan that will provide Settlement-related information to potential Settlement Class Members in the U.S. and its territories. Publication Notice will include social media advertising through Facebook, Instagram, and YouTube in English and Spanish; online banner advertising in English and Spanish; and social media influencer posting through Facebook and Instagram, to be implemented in substantially the manner set forth in the Notice Plan attached hereto as Exhibit 3.

E. Settlement Website

Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Administrator shall establish a settlement website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Settlement Agreement, the Long Form Notice, a "Frequently Asked Questions" section, and Court documents that may be of interest to most Settlement Class Members.

F. Long Form Notice

1. Contents of Long Form Notice: The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit 4, and shall advise Settlement Class Members of the following:

(a) General Terms: The Long Form Notice shall contain a short, plain description of the nature of the Action, the history of the Action, the preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Settlement Class Members, how the Settlement Agreement would provide relief to the Class and Settlement Class Members, the Release under the Settlement Agreement, and other relevant terms and conditions. The Long Form Notice shall also advise Settlement Class Members that any Settlement Payment is contingent upon the Court's final approval of the proposed Settlement.

(b) Opt-Out Rights: The Long Form Notice shall inform Settlement Class Members that they have the right to opt out of the settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

(c) Objections to Settlement: The Long Form Notice shall inform Settlement Class Members of their right to object to the Settlement Agreement, the requested award of Attorneys' Fees and Expenses, and the requested Class Representative Service Awards, and to appear at the Final Approval Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

(d) Fees and Expenses: The Long Form Notice shall inform Settlement Class Members about the amounts being sought by Class Counsel as Attorneys' Fees and Expenses and individual Service Awards to Class Representatives.

2. Dissemination of Long Form Notice: The Long Form Notice shall be available on the Settlement Website. The Settlement Administrator shall send, via email and, if requested, by first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

G. Toll-Free Telephone Number

Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free telephone number that will provide Settlement-related information to Settlement Class Members in English and Spanish and permit Settlement Class Members to leave voicemail messages and receive a callback from a live operator with knowledge of the Settlement Agreement.

H. Class Action Fairness Act Notice

Within ten (10) days of submitting this Settlement Agreement to the Court, the Settlement Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties and in all respects comport with statutory obligations. Separate from the Settlement Payment, Defendants shall pay, in an amount previously approved by Defendants, the Settlement Administrator the costs of providing CAFA Notice.

V. REQUESTS FOR EXCLUSION

A. Any Settlement Class Member who wishes to be excluded (opt out) from the Class must mail a written request for exclusion to the Settlement Administrator at the address provided in the Long Form Notice, postmarked on or before the date specified in the Preliminary Approval Order, stating that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The written request must include:

1. The case name and number of the Action;
 2. The excluding Settlement Class Member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
 3. An explanation of the basis upon which the excluding Settlement Class Member 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 Settlement Class Member;
 4. A request that the Settlement Class Member wants to be excluded from the Class;
- and
5. The excluding Settlement Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

B. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendants' Counsel. A list reflecting all timely, valid 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 Settlement Class Member files a request for exclusion, he or she may not file an objection under Section VI, below.

C. Any Class Member who does not file a timely, valid written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Judgment, and Final Approval Order in the Action, even if he, she, or it has litigation pending or subsequently initiates litigation against Defendants relating to the claims and transactions released in the Action.

D. Settlement Class Members who opt out can withdraw their Request for Exclusion before the Final Approval Hearing by submitting a written request stating their desire to revoke their request for exclusion along with their handwritten signature.

E. Defendants' Counsel shall provide to the Settlement Administrator and Class Counsel, 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 Mattel and Fisher-Price relating to claims involving the RNPS and/or otherwise covered by the Release

VI. OBJECTIONS TO SETTLEMENT

A. Any Settlement Class Member who has not excluded themselves pursuant to Section V and wishes to object to the Settlement Agreement, the requested award of Attorneys' Fees and Expenses, and/or the requested Class Representative Service Awards must submit a timely objection. 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:

1. The case name and number of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which the objector claims to be a 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;
4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
5. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption

and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, 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;

6. The full name, telephone number, mailing address, and e-mail 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;

7. The identity of all counsel representing the objector who will appear at the Fairness Hearing;

8. The number of times the objector's counsel has objected to a class action settlement within the five 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;

9. If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;

10. A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;

11. A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

12. The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

B. Any Settlement Class Member who fails to comply with the provisions of Section VI.A, above, shall be deemed to have waived and forfeited any and all rights he or she 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. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VI.A. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Approval Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral proceedings. Settlement Class Members may not both object and request exclusion (opt out).

C. Any Settlement Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members.

VII. RELEASE AND WAIVER

A. In consideration of the benefits provided to the Settlement Class Members by Defendants as described in this Settlement Agreement, upon the Effective Date, each Settlement Class Member, on his or her own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is or will be entitled to assert any claim on behalf of any Class Member (the “Releasers”), hereby waive and release, forever discharge and hold harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys’ fees and costs),

accounts, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether patent or latent, concealed or overt, direct, representative, class or individual in nature, in any forum (“Claims”) that the Releasers, and each of them, had, has, or may have in the future arising out of, in any way relating to, or in connection with, the RNPS that were or could have been asserted in the Action, including claims alleging false advertising, breach of implied warranties, Released Parties’ statements or omissions or conduct regarding the Recall, and Released Parties’ marketing, representations or omissions regarding the RNPS, including relating to the safety, detection or resolution of alleged concerns regarding the RNPS, including unknown claims (“Released Claims”); provided, however, that the Released Claims shall not include claims for wrongful death, personal injury and property damage.

B. The Final Approval Order will include this same Release language.

C. Class Representatives, on behalf of the other Settlement Class Members and through Class Counsel, expressly agree that this Release and the Final Approval Order and Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

D. Class Representatives and Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.

E. In connection with the Settlement Agreement, Class Representatives, on behalf of themselves and the other Settlement Class Members, acknowledge that they and other Settlement Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action and Released Claims, provided, however, that Class Representatives and the other Settlement Class Members are not releasing claims for personal injury, wrongful death or physical property damage from the RNPS.

F. In consideration of the benefits provided to the Settlement Class Members by Defendants as described in this Settlement Agreement, upon the Effective Date, Releasers shall further be deemed to have waived and released any and all provisions, rights, and benefits conferred by Section 1542 of the Civil Code of the State of California or similar laws of any other state or jurisdiction to the extent applicable.

SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS:

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

G. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class

Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.

H. In consideration for the Settlement Agreement, upon the Effective Date, Mattel and Fisher-Price and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Approval Order and Final Judgment, shall have released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

I. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive Attorneys' Fees and Expenses from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

J. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and

that, by entering into this Settlement Agreement and the occurrence of the Effective Date, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

K. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement in the Court.

L. The Parties represent and warrant that no promise or inducement has been offered or made for the Releases contained in this Section VII except as set forth in this Settlement Agreement and that the Releases are executed without reliance on any statements or any representations not contained in this Settlement Agreement.

M. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Judgment and Final Approval Order entered by the Court.

VIII. QUALIFIED SETTLEMENT FUND

A. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for the Settlement Fund and paying from the Settlement Fund all costs associated with, and any Taxes owed with respect to, the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

B. All costs associated with and 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).

C. Any funds in the Settlement Fund Account in excess of \$250,000.00 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.

D. 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 this Agreement or further order of the Court.

E. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.

F. 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 this Agreement.

IX. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

A. Prior to the Final Approval Hearing, Class Counsel will file a motion for an award of Attorneys' Fees and Expenses, and Class Representative Service Awards. Plaintiffs will seek Attorneys' Fees in an amount no greater than \$5,320,000.00 to be paid from the Settlement Fund, which represents twenty-eight percent (28%) of the Settlement Fund. Class Counsel will also seek reimbursement of litigation expenses incurred by Plaintiffs' Counsel of up to \$825,000.00, and Class Representative Service Awards of \$3,500.00 for each of the 20 Class Representatives who have monitored this litigation for over five years, responded to discovery requests, and sat for depositions, to be paid from the Settlement Fund. Notice to the Settlement Class Members will advise them of these planned requests and advise them of the procedures for them to comment on or object to the fee petition before Final Approval.

B. 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.

X. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, AND FINAL JUDGMENT, AND RELATED ORDERS

A. No later than July 24, 2024, Class Counsel shall seek from the Court a Preliminary Approval Order in a form substantially similar to Exhibit 2, which shall include a copy of this Settlement Agreement and its Exhibits.

B. The Parties stipulate and agree to certification of the Settlement Class as against Defendants pursuant to Rules 23(a), 23(b)(3), and 23(e) of the Federal Rules of Civil Procedure.

The Parties agree that this stipulation is for settlement purposes only. The Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding. The Parties agree that the Court's certification of the Settlement Class for purposes of this Settlement does not constitute an admission by Defendants that the claims of the Settlement Class would be appropriate for class treatment if the claims were contested in this or any other forum.

C. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve Class Representatives as Class Representatives, and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23;
2. Preliminarily approve the Settlement Agreement;
3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
4. Require Defendants to provide to the Settlement Administrator, within five (5) business days of the entry of the Preliminary Approval Order, the Customer Contact Information referenced in Section IV.B of this Settlement Agreement;
5. Determine that Class Notice and the Notice Plan comply with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
6. Schedule a date and time for a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the requested Attorneys' Fees and Expenses and Class Representative Service Awards should be granted;

7. Require Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written Request for Exclusion as directed in this Settlement Agreement and Long Form Notice and provide that a failure to do so shall bind those Settlement Class Members who remain in the Class;

8. Require Settlement Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice, which shall both be on the Settlement Website;

9. Require attorneys representing Settlement Class Members objecting to the Settlement Agreement, at such Settlement Class Members' expense, to file a timely notice of appearance with the Court as directed in the Long Form Notice;

10. Issue a preliminary injunction and stay all other actions, pending final approval by the Court;

11. Issue a preliminary injunction enjoining potential Settlement Class Members, pending the Court's determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval;

12. Appoint the Settlement Administrator;

13. Authorize Defendants to take all reasonable and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

14. Authorize Defendants to 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.

15. Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

D. On or before the date set by the Court in the Preliminary Approval Order, or at such other time as ordered by the Court, Plaintiffs shall seek to obtain from the Court a Final Approval Order and Final Judgment in the forms substantially similar to Exhibits 9 and 8, respectively. The Final Approval Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

2. Confirm the certification of the Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23;

3. Finally approve the Settlement Agreement in its entirety, pursuant to Fed. R. Civ. P. 23;

4. Confirm the appointment of Class Counsel;

5. Find that the Class Notice and the Notice Plan comply with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

6. Dismiss this Action and Constituent Actions with prejudice and without costs (except as provided for herein as to costs);

7. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Approval Order and Final Judgment;

8. Permanently bars, enjoins, and restrains the Releasers, and each of them, from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against the Released Parties;

9. Authorize the Parties to implement the terms of the Settlement Agreement;

10. Confirm the appointment of the Settlement Administrator;

11. Retain continuing and exclusive jurisdiction over the Parties, the Settlement Class and this Settlement Agreement to administer, consummate, implement, enforce, and interpret the Settlement Agreement, the Final Approval Order and Final Judgment, and for any other necessary purpose; and

12. Issue any related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

XI. AGREEMENT TO COOPERATE TO EFFECTUATE THE SETTLEMENT

A. The Parties and respective counsel will cooperate with each other, act in good faith, and use their best efforts to effectuate the implementation of this Settlement. In the event the Parties are unable to reach agreement on any matter that may become necessary to effectuate the terms of the Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

B. The Parties shall use reasonable best efforts to ensure the timely and expeditious administration and implementation of the Agreement and to minimize the costs and expenses incurred in connection therewith.

XII. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

A. The terms and provisions of this 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 Judgment, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its

implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court, if such changes are consistent with the Court's Final Approval Order and Judgment and do not limit the rights of Settlement Class Members under this Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Defendants or the Class Representatives, through Class Counsel, if: (1) Class Counsel determines through confirmatory discovery that the Settlement is not fair, reasonable, or adequate; (2) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (3) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section XII.B, by a signed writing served on the other Parties no later than twenty (20) days after receiving notice of the event prompting the termination. The Parties will then be returned to their positions status quo ante.

C. If an option to withdraw from and terminate this Settlement Agreement arises under Section XII.B above, neither Defendants nor Class Representatives, through Class Counsel, are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If this Settlement Agreement is terminated pursuant to Section XII.B, above, then:

1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this Section XII.D;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement Agreement lifted;

3. 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;

4. Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action, 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;

5. Defendants and the 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;

6. Neither the fact of the Settlement Agreement having been made, 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;

7. 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;

8. Defendants shall bear Settlement Administration Expenses up to \$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 consumer 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.

9. All funds remaining in the Settlement Fund or that have been remitted to Class Counsel or Plaintiffs' Counsel, including any Attorneys' Fees and Expenses awarded pursuant to Section IX, shall be returned to Defendants; and

10. 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.

XIII. REPRESENTATIONS AND WARRANTIES

A. Class Counsel represents that: (1) they are authorized by Class Representatives to enter into this Settlement Agreement with respect to the claims in this Action; and (2) they are seeking to protect the interests of the Class.

B. Class Counsel further represent that Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact-finding; (3) have read the pleadings in the Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and/or Plaintiffs' Counsel and have agreed to its terms; (6) have consulted with Class Counsel about the Action and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

C. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

D. Mattel represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Mattel.

E. Fisher-Price represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Fisher-Price.

XIV. GENERAL MATTERS AND RESERVATIONS

A. Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Action and have denied and continue to deny that they have committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Nonetheless, Defendants have concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

B. The obligation of the Parties to conclude the Settlement Agreement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Approval Order and Judgment approving the Settlement Agreement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was provided pursuant to the protections of Federal Rule of Evidence 408 and any equivalent rule in other states or territories,

and made available on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action) or used for any purpose other than settlement of this Action. 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.

E. Information provided by Defendant and/or Defendants' Counsel to Class Representatives, Class Counsel, Plaintiffs' Counsel, any individual Settlement Class Member, counsel for any individual Settlement Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the Protective Order that has been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Defendants' request, be promptly returned to Defendants' Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses.

F. Defendants' execution of this Settlement Agreement shall not be construed to release – and Defendants expressly do not intend to release – any claim they may have or make against any insurer for any cost or expense incurred in connection with this Action and/or Settlement Agreement.

G. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Defendants' Counsel on behalf of Mattel and Fisher-Price. The Parties expressly acknowledge that no other agreements,

arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

H. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of New York notwithstanding its conflict-of-laws provisions.

I. Any disagreement and/or action to enforce this Settlement shall be commenced and maintained only in the United States District Court for the Western District of New York.

J. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

1. If to Defendants, then to:

Matthew Kanny
Goodwin Proctor LLP
520 Broadway, Suite 500
Santa Monica, CA 90401

Mattel, Inc.
Attention: Head of Litigation
333 Continental Boulevard
El Segundo, California 90245

2. If to the Class, then to:

Demet Basar
Beasley Allen Law Firm
218 Commerce Street
Montgomery, AL 36104

K. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the District of New Jersey.

L. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

M. The Class Representatives, Settlement Class Members, Plaintiffs’ Counsel, Defendants, and Defendants’ Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm’s length negotiations.

N. Class Representatives, through their counsel, expressly affirm that the allegations contained in the CAC and all prior complaints filed in the Action were made in good faith but

consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the Settlement Agreement will provide to Settlement Class Members.

O. The Parties agree that this Settlement Agreement and Class Action Settlement was reached voluntarily after consultation with competent legal counsel.

P. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to act in good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

Q. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

R. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

S. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of the Settlement Agreement.

T. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

U. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Defendants' Counsel, on behalf of Mattel and Fisher-Price, and Class Counsel, on behalf of Class Representatives and Settlement Class Members, mutually agree in writing to proceed as if such

invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

V. This Settlement Agreement shall be binding upon and incur to the benefit of, the successors and assigns of the Class and Defendants.

Agreed to on the date indicated below.


APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY: 
Demet Basar

DATE: July 24, 2024

BY: 
James Eubank

DATE: July 24, 2024

BY: 
Paul Evans

DATE: July 24, 2024

APPROVED AND AGREED TO BY FISHER-PRICE, INC. AND MATTEL, INC.

BY Joseph A. Vinhais DATE: July 24, 2024
NAME: Joseph A. Vinhais
TITLE: SVP, Global Quality, Product Safety, and Regulatory Compliance
For and on behalf of Fisher-Price, Inc. and
Mattel, Inc.

APPROVED AND AGREED TO AS TO FORM
BY FISHER-PRICE'S AND MATTEL'S
COUNSEL

BY Matthew P. Kanny DATE: July 24, 2024
Matthew P. Kanny
Goodwin Procter LLP

MODELS OF FISHER-PRICE ROCK 'N PLAY SLEEPERS

Launch Year	Item	Description
2009	R6070	NEWBORN RNP SLEEPER
2010	V9102	RNP SLEEPER - PINK
2010	V9197	RNP SLEEPER - CIRCLES
2010	V9196	RNP SLEEPER - BUTTERFLY
2011	W9443	Newborn Rock n Play Sleeper
2011	W9442	RNP Sleeper-Gndr Neutral
2011	X2532	RNP SLEEPER - GIRLS
2011	X3841	RNP SLEEPER - GIRLS
2011	X3840	RNP SLEEPER
2011	X2897	DELUXE RNP SLEEPER - MY L
2012	Y3440	RNP SLEEPER, EARTHY FLORA
2012	Y9420	RNP2 SLEEPER MADRAS
2012	BBK18	RNP2 SLEEPER,TAN CIRCLES
2012	BBF05	RNP2 SLEEPER,DLX,PLTNM
2012	X7036	My Little Snugamonkey Del
2012	X4397	My Little Lamb Platinum R
2012	BBK13	RNP2 SLEEPER DLX SGNBNNY
2012	X3842	Dlx RNP Sleeper-Sugar Plu
2013	BBK19	RNP2 SLEEPER,PINK CIRCLES
2013	BBK17	RNP2 SLEEPER,GRL GIRAFFE
2013	BBK16	RNP2 SLEEPER EARTHY FLRL
2013	BBK15	RNP2 SLEEPER GEN NTRL
2013	BBK14	RNP2 SLEEPER YELLOW
2013	BCG44	RNP3 SLEEPER,GIRLS,BRU
2013	BCG43	RNP3 SLEEPER,GN,BRU
2013	BCT91	RNP3 SLEEPER, SIG STYLE
2013	BGB05	RNP3 SLEEPER,GIRLS
2013	BGB04	RNP3 SLEEPER,GEN NTRL

2013	BHL58	RNP3 SLEEPER,GIRL
2013	BHV58	RNP3 SLEEPER,MADRAS
2013	BHV57	RNP3 SLEEPER DUCKY
2013	BHV56	RNP3 SLEEPER,PINK GIRAFFE
2013	BHV55	RNP3 SLEEPER,YELLOW
2013	BMC93	RNP3 SLEEPER,TEAL TEMPO
2013	BMH13	FFP RNP SLEEPER, SS
2013	BMM25	FFP RNP SLEEPER GN
2013	BBT59	RNP3 SLEEPER,DLX,SNUGA
2013	BHV60	RNP3 SLEEPER,SWEETIE
2013	CBC59	FFP RNP SLEEPER SNUGA
2013	BHV62	RNP3 SLEEPER,SNUGABUNNY
2013	BBK20	RNP2 SLEEPER,DLX,SNGMNKY
2013	BHV63	RNP3 SLEEPER,DLX,MONKEY
2013	BHV61	RNP3 SLEEPER PLATINUM
2013	BBK11	RNP2 SLEEPER,DLX,SWEETIE
2013	BGB20	DLX RNP SNUGAMONKEY TGT
2013	BGB03	DLX SLEEPER SNUGAKITTY
2013	BMM26	FFP DLX RNP SLEEPER SWEET
2013	X7314	RNP3 SLEEPER,DLX,ML,SNUG
2014	BGB21	RNP3 SLEEPER-MADRAS
2014	BMM97	RNP3 SLEEPER, LUMINOSITY
2014	CHP44	RNP SLEEPER - GIRL WM
2014	CHP39	RNP SLEEPER - GN WM
2014	CHP38	BASIC RNP GIRL- TGT
2014	CKF17	RNP SLEEPER GN-BRU
2014	CKF13	RNP SLEEPER GIRL-BRU
2014	CHN29	RNP SLEEPER SNUGABEAR-WM
2014	CBJ22	RNP3 SLEEPER,SNUGABUG
2014	BBK12	RNP2 SLEEPER DLX SGR PLM
2014	CHX77	RNP SLEEPER SNUGA - AMZ

2014	CHN28	RNP SLEEPER AR-NAT
2014	CHN21	RNP SLEEPER AR-TGT
2014	CHN08	BASIC RNP W AUTO ROCK GN
2014	BGB17	RNP3 SLEEPER DLX LIL LAMB
2014	CHN19	RNP SLEEPER AR GN
2014	CHN22	RNP SLEEPER AR SAFARI BBB
2015	CMR03	RNP SLEEPER
2015	CMP97	BASIC RNP SLEEPER
2015	CMP96	BASIC RNP SLEEPER
2015	CLV93	RNP SLEEPER SNUGA GIRL-WM
2015	DMK42	SAM S RNP SLEEPER PALLET
2015	CMP88	PLUSH RNP
2015	DGC01	RNP3 SLEEPER,DLX,ML,SNUG
2015	CMP78	PLUSH RNP
2015	CMP82	PLUSH RNP
2015	DGC30	RNP SLEEPER AR-NAT
2015	CMR04	RNP SLEEPER
2015	CMP94	SMART CONNECT RNP
2016	CLH35	RNP SLEEPER
2016	CLH34	RNP SLEEPER
2016	DYR04	CARNIVAL RNP SLEEPER
2016	DRD29	BASIC RNP GN
2016	DRD30	BASIC RNP GIRL
2016	DPV74	DELUXE PLUSH SLEEPER
2016	DYR02	AUTO RNP GIRL- TGT
2016	DVG18	AR RNP INCR- BBB
2016	DMJ23	RNP SLEEPER AUTO ROCK
2016	DMJ24	RNP SLEEPER AUTO ROCK
2016	DMJ22	RNP SLEEPER AUTO ROCK
2016	DNT29	BASIC RNP SLEEPER
2016	CMP90	COMFY CLOUD RNP SLEEPER

2016	CMP93	SC PLUSH RNP-BBB
2016	DNK64	SC AUTO RNP
2016	DPV51	DLX RNP SLEEPER
2016	FBR67	PREMIUM RNP - B
2016	FCF09	PREMIUM RNP- NAT
2016	DPN50	JA RNP SLEEPER
2017	FMN52	BASIC RNP SLEEPER A
2017	DTG90	BASIC RNP - GIRL
2017	FMC42	BASIC RNP GN - A
2017	DTG89	BASIC RNP - GN
2017	FTM98	BASIC SLEEPER GN EC
2017	DTG87	PUPPY PLUSH RNP - GN
2017	FTX92	RNP SLEEPER AUTO ROCK FFP
2017	DTG91	AUTO ROCK - GIRL
2017	FTM05	ARNP SLEEPER GN 1
2017	DTG84	DLX AUTO RNP - GN
2017	FPH46	PREMIUM RNP A
2018	FPX99	BASIC RNP SLEEPER GIRL BRU
2018	FPX98	BASIC RNP SLEEPER -GN BRU
2018	FPY01	AUTO RNP SLEEPER GN WMT
2018	GFJ98	ARNP - GN
2018	GHP27	ARNP - GN
2018	FXV25	ARNP SLEEPER
2018	FWB13	DELUXE ARNP SLEEPER A
2018	FXF52	SC DLX ARNP SLEEPER
2018	FMC41	SCARNP PLUSH SLEEPER
2018	FVL67	JA RNP SLEEPER
2019	GGD44	PUPPY PLUSH RNP - GN FFP
2019	GGD42	SC AUTO RNP FFP

**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

*Fisher-Price Rock ‘n Play Sleeper Marketing, Sales Practices, and Products Liability Litigation
Settlement Notice Plan*

This Notice Plan is designed to inform potential Settlement Class Members about the proposed class action settlement between Plaintiffs and Defendants, as described in the Settlement Agreement. The Settlement Agreement defines the Settlement Class as 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.

Under the Notice Plan, Class Notice is estimated to reach over 80% of potential Class Members who have a higher likelihood of using this product. According to Fisher-Price’s manufacturing label, this product is only suitable for newborns. Therefore, the closest media definition proxy is parents with children under the age of one. This Notice Plan will therefore focus outreach to an audience of adults who are 25 to 44 years of age, as well as grandparents and, more generally, women who are over the age of 25.

In formulating the targeting assumptions, this Notice Plan is guided by media research data from MRI-Simmons Research (“MRI”), which reports that nearly 70% of parents who have children living in their home are between the ages of 25 to 44, and 78% of parents with children under the age of one are 25 to 44 years of age. Accordingly, this Notice Plan provides layers of media to appropriately reach these demographic groups. On balance, this Notice Plan employs a combination of Direct Notice, Publication Notice (including digital and social media notice), notice through the Settlement Website and a toll-free information line.

The proposed Notice Plan includes the following components:

- Direct Email Notice to reasonably identifiable Class Members;
- Direct Mail Notice to reasonably identifiable Class Members whose Direct Email Notice is rejected or for whom an email address is not available;
- Social media advertising through Facebook, Instagram, and YouTube in English and Spanish;
- Social Media Influencer posting via Instagram and Facebook using approved content;
- Online display banner advertising in English and Spanish;
- An informational settlement website will be established and will contain a summary of the settlement, copies of important settlement documents, frequently asked questions and information pertaining to Class Members’ rights under the settlement;
- A toll-free informational telephone line will be established for Class Members;
- A press release will be distributed in English and Spanish; and
- CAFA Notice will be sent to appropriate federal, state, and territorial government officials.

DIRECT MAIL AND EMAIL NOTICE

Kroll Settlement Administration LLC (“Kroll”) has been informed that Defendants will provide Customer Contact Information, as that term is identified in the Settlement Agreement, and a list of identifiable Class Members will be compiled from data obtained by Plaintiffs from online retailers of the RNPS. Pursuant to the terms of the Settlement Agreement, Kroll will send individualized Email Notice to these identified Settlement Class Members and for those Class Members with no email, then Kroll will send Postcard Notice via U.S. First Class Mail. For records without email, Kroll intends to conduct an email append.¹

In preparation for disseminating Direct Mail and Email Notice, Kroll will work with Class Counsel and Defense Counsel (collectively, “Counsel”) to finalize the language for the email and postcard Notices.

The Direct Mail and Email Notice will contain a brief description of the Settlement, prominently display important dates such as the Claims Deadline, Objection Deadline, and Opt-Out Date, and will direct recipients to the Settlement Website, www.FisherPriceRockNPlaySettlement.com, and Toll Free Information Line.

EMAIL NOTICE

Once the Notices are approved, Kroll will create a template in preparation for the Email Notice campaign. Kroll will prepare a file with all identified Class Member email addresses and upload the file to an email campaign platform. Kroll will prepare email proofs for Counsel’s review and approval. The proofs/test emails for approval will include the body of the email and subject line. Once the proofs/test emails are approved, the email campaign will begin as directed in the Settlement.

When the email campaign begins, Kroll will track and monitor emails that are rejected or “bounced.” At the conclusion of the email campaign, Kroll will provide a report with the email delivery status of each record. The report will include the number of records that had a successful notice delivery, and a count of the records where delivery failed. Kroll will also update its administration database with the appropriate status of the email campaign for each of the identified Class Member records.

POSTCARD NOTICE

Where no email addresses are available or where Email Notice otherwise is rejected or “bounced” back, Postcard Notices will be sent by First-Class Mail to all available physical addresses. The postcard will be in English with a Spanish subhead. In preparation for the notice mailing, Kroll will send the Class List through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database. The NCOA process will provide updated addresses for Settlement Class Members who have submitted a change of address with the USPS in the last 48 months, and the process will also standardize the addresses for mailing. Kroll will then prepare a mail file of

¹ Email appending involves matching customer data (first name, last name, and postal address) to obtain email addresses.

Settlement Class Members that are to receive the notice via first-class mail. Postcard Notices returned by the USPS with a forwarding address will be automatically re-mailed to the updated address provided by the USPS. Postcard Notices returned by the USPS undeliverable as addressed without a forwarding address will be sent through an advanced address search process in an effort to find a more current address for the record. If an updated address is obtained through the advanced address search process, Kroll will re-mail the notice to the updated address.

PUBLICATION NOTICE

The proposed publication component of the Notice Plan will be implemented by Kroll Notice Media Solutions (“Kroll Media”), a business unit of Kroll. The Publication Notice will employ a mix of online display, search, social media, social media influencers, and a press release to target potential Class Members in the United States, District of Columbia, Puerto Rico and other U.S. Territories. Publication Notice will be published in both English and Spanish. At the conclusion of the Publication Notice Plan, Kroll Media will provide to the Court a final report as to the results of the Publication Notice.

METHODOLOGY FOR PUBLICATION OUTREACH

In order to formulate this Publication Notice plan, Kroll is guided by best-in-class nationally syndicated media research data provided by MRI-Simmons Research (“MRI”)² and online measurement comScore,³ to provide media consumption habits and audience delivery verification of the potentially affected population. This information informs Kroll about which media channels the target audience of potential Settlement Class Members prefer and then how many of them the Publication Notice plan is estimated to reach. Based on this research, Kroll’s cutting-edge approach to notice focuses on the quality of media exposure, engagement, and appropriate media environment.

These data resources are used by numerous advertising agencies nationwide as the basis to select the most appropriate media to reach specific target audiences. The resulting key findings are instrumental in our selection of the target audience definition and the media channels and outlets for determining the estimated net audience reached through the Publication Notice plan. Specifically, this research identifies which media channels are favored by the target audience (*i.e.*, potential Settlement Class Members). Further, this research identifies browsing behaviors on the Internet and which social media platforms are visited by potential Settlement Class Members.

Further, this research allows Kroll to accurately report to the Court the percentage of the target audience estimated to be reached by the online/social media Notice component and how many times the target audience will have the opportunity to see the message. In advertising, this is commonly referred to as a “Reach and Frequency” analysis, where “Reach” refers to the estimated percentage

² MRI’s *Survey of the American Consumer*® is the industry standard for magazine audience ratings in the U.S. and is used by the majority of media and marketing agencies in the country. MRI provides comprehensive reports on demographic, lifestyle, product usage and media exposure.

³ comScore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data.

of the unduplicated audience exposed to the campaign, and “Frequency” refers to how many times, on average, the target audience had the opportunity to see the message. The calculations are used by advertising and communications firms worldwide and have become a critical element to help provide the basis for determining adequacy of notice in class actions and class action settlements.

By way of comparison, the Federal Judicial Center⁴ states that a publication notice plan that reaches⁵ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁶

KEY INSIGHTS CONCERNING TARGET AUDIENCE FORMULATION AND APPROACH FOR NOTICE

It is important to note that the measured media target audience definition is distinct from the class definition and includes numerous media targeting tactics aimed at reaching discrete groups within the measured target. This approach is commonplace in class action notice plans. This approach maximizes the efficacy of the Publication Notice plan and is considered a best practice among media planners and class action notice practitioners alike. Using proxy audiences is also commonplace in class action notice, and advertising more generally.

In order to effectively reach a majority of potential Class Members, Kröll’s targeting will include tactical layers across the following segments:

- 1) Those who still have the product and didn’t participate in the recall.
- 2) Those who participated in the recall.
- 3) Those who no longer have the product, older parents, or those who may have been purchasers, *i.e.*, grandparents, friends, relatives, etc.

ONLINE DISPLAY ADS

To focus squarely on these potential Settlement Class Member segments while maintaining the highest quality media environments, Kröll is applying a programmatic approach to digital advertising. Programmatic is a computerized approach to buying ads online, which uses an algorithm to show a specific ad to a specific visitor in a specific context, where class members are visiting across an allow list⁷ of approximately 6,000 websites. These ads are device agnostic and will appear across desktop,

⁴ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%. *See id.* at pp. 1, 3.

⁵ “Reach” measures the number of people who receive or are otherwise exposed to a notice plan.

⁶ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

⁷ An “allow list” is a custom list of acceptable websites where ad content may be served. Serving ads using an allow list helps to mitigate ad fraud, ensure ads will be served in relevant digital

laptop, tablet, or mobile devices. Display ads will run in the United States, Puerto Rico and other U.S. Territories in both English and Spanish.

The Publication Notice plan will apply audience targeting based on AI technology and data to serve the banner ads to the intended audience based on demographics, purchase behaviors, and interests.

Online banner ads will target parents of children under the age of one, who constitute any current users of the Fisher-Price Rock 'n Play Sleeper via targeted online banner ad placements, and social media ad placements.

For those who may or may not have participated in the recall, or who no longer own the product, broader coverage will target all adults 25 to 44 years of age. Further, we will use specifically targeted data online to target those who have identified as grandparents, and more broadly, women over the age of 25.

Expanding on this outreach, online banner ads will also appear contextually within content related to *Family & Parenting* and *Parenting Babies and Toddlers* and will be served in both English and Spanish.

SOCIAL MEDIA ADS

Social media ads will follow the targeted potential Class Members across users' newsfeeds, stories, and videos. These ads will target those who have "liked" or "follow" various social media groups and pages, content and hashtags.

Facebook and Instagram ads will be targeted to those who have liked, followed or interacted with relevant pages, accounts, videos or posts/tags, including *Parents*, *CafeMom*, *BellyBelly*, and more generally, *Fisher-Price*. Also, ads will be targeted to the followers of Instagram influencers who are parenting experts, mom influencers, infant sleep coaches, as well as numerous mothers of newborns groups, infant sleeping support groups, pediatricians, and others. To cast a broader net, additional impressions will be targeted to adults 25 to 64 years of age. This covers purchasers during the class period as well as grandparents and other relatives.

YouTube: Display ads will be targeted to Fisher-Price channel subscribers. Ads will also be contextually targeted to relevant topics and specific content and channels related to Fisher-Price Rock 'n Play, infant safe sleep environment, pregnancy, parenting, new mom related content, and more. Ads will appear in English and Spanish.

environments to the target audience, and helps to ensure that ads will not appear next to offensive or objectionable content.

Social Media Influencers: Importantly, Kroll plans to tap social media influencers to help create greater awareness through Instagram influencers who create an impact within the parenting community through their social media posts and videos.

KEYWORD SEARCH

Keyword search advertisements will be utilized on Google Ads. When a user conducts a search in their browser, relevant links appear on the search result pages of keyword/phrase searches. Keyword and search topics will include Keyword search on Google Ads. Links appear on the search result pages of keyword/phrase searches. Targeting keyword and search topics will include *Fisher-Price*, *Fisher-Price Rock 'n Play sleeper*, *Fisher-Price Rock 'n Play recall*, *Fisher-Price Rock 'n Play settlement*, *Fisher-Price Rock 'n Play class action*, *Fisher-Price Rock 'n Play lawsuit*, *Fisher-Price Rock 'n Play risk*, *Fisher-Price Rock 'n Play deaths*, and more.

ACTIVE CAMPAIGN MANAGEMENT TO MITIGATE DIGITAL AD FRAUD

To mitigate and cull non-human counterfeit impressions (*i.e.*, ad fraud bot traffic) from digital notice programs⁸⁹ and to validate effective digital ad placements, Kroll employs a sophisticated mix of tools and technology which includes Allowlist targeting, Integral Ad Science, and other proprietary tools. The primary purpose of this is to ensure that our ads are being targeted to real websites where actual (*i.e.*, human) Settlement Class Members are likely to visit. Any online impressions identified as invalid will be culled from the final reach calculation reported to the Court.

PRESS RELEASE

A bilingual (English and Spanish) press release will be issued over PR Newswire's U.S 1 plus Hispanic and Puerto Rico Newlines, with additional targeting to parenting influencers and pediatricians. PR Newswire distributes to thousands of print and broadcast newsrooms, as well as websites, databases and online services, including featured placement in the news sections of leading portals. Kroll Media will monitor for resulting news mentions.

OFFICIAL SETTLEMENT WEBSITE

An informational, interactive website is an important component of the Notice Plan. In accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, a website will be established at: www.FisherPriceRockNPlaySettlement.com. The website will contain a summary of the Settlement, provide contact information for the Settlement Administrator, provide notice of important dates such as the Fairness Hearing, Claims Deadline, Objection Deadline, and Opt-Out Date, and provide Class Members who file Claim Forms online the opportunity to select an electronic payment method, including Venmo, Zelle, PayPal, virtual Mastercard, ACH, or payment by check.

⁸ Jeanne Finegan, *Creating a Class Notice Program that Satisfies Due Process*, Law360 (Feb. 13, 2018).

⁹ Jeanne Finegan, *One Buyer's Journey To Greater Media Transparency*, The Drum, (Apr, 2021), see: <https://www.thedrum.com/open-mic/one-media-buyers-journey-toward-greater-transparency>.

The website will also contain relevant case documents including the Settlement Agreement, Long Form Notice, Claim Form, Frequently Asked Questions, a list of the products at issue and the Preliminary Approval Order.

Further, the website will serve as a “landing page for the banner advertising,” where Class Members may continue to obtain further information about the Settlement and their rights under the settlement. The website will be accessible 24-hours a day, 7-days a week.

TOLL FREE INFORMATION LINE

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line that will provide Settlement-related information to Settlement Class Members in English and Spanish and permit Settlement Class Members to leave voicemail messages and receive a callback from a live operator with knowledge of the Settlement. Live operators will be trained to respond to questions about the Settlement, answer questions about the status of submitted claims, claim payment, how to submit a claim, and other material aspects of the Settlement. The phone number will be configured to enable callers to leave a message after hours, which will be returned by Kroll no later than the next business day.

CAFA NOTICE

Pursuant to the Settlement Agreement, Kroll will provide notice of the proposed Settlement under Class Action Fairness Act, 28 U.S.C. § 1715(b), to appropriate federal, state and territorial government officials.

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.

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**, 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**, 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.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		
YOU MAY	EXPLANATION	DUE DATE
SUBMIT A CLAIM FOR CASH BENEFITS	<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]
ASK TO BE EXCLUDED	<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]
OBJECT	<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]
APPEAR IN THE LAWSUIT OR GO TO THE FINAL APPROVAL HEARING	<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]
DO NOTHING	<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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

If You Currently Own An RNPS		
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.		

If You Do Not Currently Own an RNPS		
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

If You Participated in the RNPS Recall and Received a Voucher or a Fisher-Price Toy for Returning an RNPS			
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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

A. Basic Information 4
 B. Who is in the Settlement? 8
 C. The Settlement Benefits - What You Get and How to Get It 9
 D. Excluding Yourself from the Settlement 16
 E. Objecting to the Settlement..... 17
 F. The Lawyers Representing You..... 19
 G. The Court's Fairness Hearing..... 20
 H. Getting More Info 21

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. Defendants deny that the RNPS is unsafe, that they have

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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**, 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?

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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, 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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

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.

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	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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

Date of Retail Purchase / Date of Manufacture	Have Proof of Purchase?	Settlement Payment Amount
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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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, 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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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 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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

You can get a copy of the Settlement Agreement and other documents and information about the Settlement at 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. 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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

Court-Ordered Legal Notice

If You Currently Own or Previously Purchased A Fisher Price Rock ‘n Play Sleeper

You could get money from a Class Action Settlement.

Para ver este aviso en español, visita FisherPriceRockNPlaySettlement.com.

WHAT IS THIS LAWSUIT ABOUT?

A \$19 million Settlement has been preliminary approved by the Court in a class action lawsuit against Fisher-Price, Inc. and Mattel, Inc. (“Defendants”) concerning the Fisher-Price Rock ‘n Play Sleeper (“RNPS”). The lawsuit is called In Re: Fisher-Price Rock ‘N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2903, United States District Court for the Western District of New York. The lawsuit alleges the RNPS is an unsafe sleeping environment for infants and pursued consumer protection and other claims relating to the marketing and sale of the RNPS. While Defendants dispute the allegations, the Parties agreed to settle the lawsuit.

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

WHO IS INCLUDED?

You are included in the settlement as a Settlement Class Member if you live in United States, the District of Columbia, Puerto Rico, or any United States territories and/or possessions, and (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 your possession. All models of the RNPS are covered by this Settlement – a full list is available at www.FisherPriceRockNPlaySettlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

Defendants agreed to deposit \$19,000,000.00 into a Settlement Fund to fully resolve the lawsuit in exchange for a full release. If you are a Settlement Class Member, what you are eligible to receive depends on several factors. If you currently own an RNPS (purchased new, used or received as a gift), you may be eligible for a cash benefit of between \$40 and a full refund if you submit proof that you disabled your product as shown on the video on the settlement website. If you previously purchased a new RNPS and no longer have it, but have written proof of purchase, you may be eligible to receive \$25 or \$35, depending on your date of purchase, or \$10 if you do not have a proof of purchase. If you participated in the RNPS Recall and received a voucher or Fisher-Price toy, you are eligible to receive \$10. For further details about the Settlement, including the relief, eligibility, and release, please go to www.FisherPriceRockNPlaySettlement.com, and consult the Long Form Notice and the Settlement Agreement.

WHAT ARE YOUR RIGHTS?

- **File a Claim:** You must file a claim to get any money from the Settlement. The **deadline to file a claim is Month 00, 2024**. You may download and submit your Claim Form online at www.FisherPriceRockNPlaySettlement.com or by mailing your Claim Form to: [insert address]
- **Do Nothing:** If you do nothing, you will not receive money and will be legally bound by decisions

of the Court and give up any right to sue for the claims resolved by this Settlement.

- **Object:** You can tell the court what you don't like about the Settlement, the request for attorneys' fees and expenses and/or the request for Class Representative service awards, but will remain a Settlement Class Member and be legally bound by the decisions of the Court and give up any right to sue for claims resolved by this Settlement. You cannot both object to and exclude yourself from the Settlement. The deadline to object is **Month 00, 2024**.
- **Exclude Yourself ("Opt-out"):** If you exclude yourself, you will not receive money, but you keep the right to sue for the claims resolved by this Settlement. The deadline to exclude yourself is **Month 00, 2024**.

For details on how to file a claim, object, or exclude yourself ("Opt-out"), visit www.FisherPriceRockNPlaySettlement.com or call **1-000-000-0000**.

WHEN IS THE FAIRNESS HEARING?

The Court will hold a hearing on **Month 00, 2024**, at [TIME] at [court address] to hear any objections, determine if the Settlement is fair, reasonable, and adequate, and to consider the request for attorney's fees of 28% of the Settlement Fund (\$5,320,000), expenses of up to \$825,000, and class representative service awards of \$3,500 each. The motion for attorneys' fees, expenses and class representative service awards will be posted on the Settlement Website after it is filed. You may appear at the hearing, either yourself or through an attorney hired by you, but are not required to appear to obtain benefits under the Settlement or object to the Settlement (if you have not opted out of the Settlement).

This is only a summary. If you have questions or want more information about this lawsuit, the Settlement, and your rights under the Settlement, visit www.FisherPriceRockNPlaySettlement.com, call **1-000-000-0000**, or write to: XXXX Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 000, New York, NY 00000-0000.

www.FisherPriceRockNPlaySettlement.com **1-000-000-0000**

**The DEADLINE
to submit or mail this
Claim Form is:
<<XXX XX, 2024>>**

Fisher-Price Rock ‘N Play Settlement

*In Re: Fisher-Price Rock ‘N Play Sleeper Marketing, Sales Practices,
and Products Liability Litigation, MDL No. 1:19-Md-2903
U.S. District Court Western District Of New York*

For Office Use Only

If you would like to file a Claim for a Settlement Payment in the Fisher-Price Rock ‘N Play Sleeper (“RNPS”) Settlement, please complete and submit this Claim Form in accordance with the instructions below. You may submit a Claim for a Settlement Payment only if you: (1) participated in the April 2019 Recall of the RNPS before <<Initial Notice Date>> and received a voucher or a Fisher-Price toy; (2) currently have an RNPS in your possession; or (3) previously purchased a new RNPS but did not participate in the April 2019 Recall.

To determine whether you are a Class Member eligible to make a claim, or for more information regarding the class action settlement, please first visit www.FisherPriceRockNPlaySettlement.com. If you still have questions regarding the claims process, call the Settlement Administrator toll-free at **(833) 522-3524**.

For faster claim processing or the option to select an electronic payment method, you may fill out a Claim Form online at www.FisherPriceRockNPlaySettlement.com, or you may complete, sign and mail this Claim Form via first-class mail to:

Fisher-Price Rock ‘N Play Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

Claim Forms submitted by mail will receive any Settlement Payment by physical check.

If you want to submit a claim for more than one (1) RNPS, you must complete and submit a separate Claim Form for each one.

Claim Forms must be submitted online or postmarked by <<Claim Submission Deadline>>. **If you fail to timely and fully complete this Claim Form and submit any required Supporting Documentation and/or Proof of Disablement, your Claim may be denied. If your Claim is denied, you will not receive a Settlement Payment on your Claim. The Settlement Administrator has the right to request verification of eligibility to participate in this Settlement.**

Important: Keep a copy of your completed Claim Form, as well as any Supporting Documentation and Declaration(s). Any documents you submit with your Claim Form will not be returned. Do not send original documents.

1. Claimant Information

First Name: _____ Last Name: _____

Address: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

For more information or to submit a Claim Form online, visit www.FisherPriceRockNPlaySettlement.com

Current Phone Number: (_____) - _____ - _____

Email: _____@_____

Unique Claimant ID: _____

2. Did you previously return the RNPS as part of the Recall?

If you returned the hubs to an RNPS as part of the Recall prior to the Initial Notice Date, <<Notice Mailing Date>>, and received a voucher or a Fisher-Price toy, you will be entitled to receive a Settlement Payment of \$10 for each RNPS returned.

Yes – I previously returned the hub of an RNPS or the RNPS itself as part of the Recall and received a voucher or a Fisher-Price toy.

If you select ‘Yes’, you **must** provide the Unique Claimant ID that was included on your Direct Notice in section 1 above. You may then skip directly to section 6.

No – I did not previously return the hub of an RNPS or the RNPS itself as part of the Recall.

If you select ‘No’, move to the next section.

3. Do you have the RNPS in your possession?

If you have your RNPS in your possession, you **must** provide Proof of Disablement with this Claim Form in order to receive a Settlement Payment. 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) your Unique Claimant ID written in permanent marker on the fabric that has been cut. Your Unique Claimant ID can be found on your Direct Notice or, if you did not receive Direct Notice, provided to you when you registered on the Settlement Website, 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.

For more information on Proof of Disablement, including written and video step-by-step directions on how to accurately perform and document disablement, please visit www.FisherPriceRockNPlaySettlement.com.

Yes – I have the RNPS in my possession.

If you select ‘Yes’, you **must** submit Proof of Disablement with this Claim Form.

Manufacture Code (located on the inside of the hub): _____

No – I do not have the RNPS in my possession.

If you select ‘No’, did you destroy or discard the Product?

Yes – I attest that I destroyed or discarded the Product.

No – I did not destroy or discard the Product.

For more information or to submit a Claim Form online, visit www.FisherPriceRockNPlaySettlement.com

4. Do you have Proof of Purchase?

If you have Proof of Purchase, you may be entitled to a higher Settlement Payment than if you do not. Proof of Purchase means a receipt or order confirmation from a retailer, credit card statement, canceled check, or other reasonable or practicable physical evidence as may be accepted by the Settlement Administrator, that shows the date of purchase and the purchase price of the RNPS. The Proof of Purchase must show the date of purchase and the amount paid for the RNPS. Return the requested documentation with this Claim Form and enter the date of purchase from the documentation below.

Yes – I have Proof of Purchase.

If you select ‘Yes’, you **must** submit such proof with this Claim Form and enter the information below:

Purchase Date: ____ / ____ / ____

Purchase Price: \$ _____

No – I do not have Proof of Purchase.

If you select ‘No’, enter the information below:

Product Name/Model: _____

5. If you purchased a Product, did you purchase a new or used Product?

The Product was purchased new.

The Product was purchased used. I understand I am not eligible for Settlement Payment, unless I have the Product in my possession.

I did not purchase the Product but received the Product as a gift.

I did not purchase the Product or receive the Product as a gift.

6. Affirmation and Signature

By signing and submitting this Claim Form, I affirm under the penalty of perjury of the laws of the United States that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18, and I wish to claim my share of the Settlement Fund.

Signature: _____ Date: ____ / ____ / ____

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

DECLARATION OF JEANNE C. FINEGAN, APR CONCERNING PROPOSED
NOTICE PLAN

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),¹ a business unit of Kroll Settlement Administration LLC (“Kroll”). This declaration (the “Declaration”) is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by Class Counsel as the Settlement Administrator to develop and implement a proposed legal notice plan as part of the Parties’ proposed class action settlement in the above captioned case, as embodied in that certain Settlement Agreement, (the “Settlement Agreement”).

3. The proposed Notice Plan includes a particularly appropriate mix of email, online display advertising, and social media advertising, designed to reach an estimated 80% of the target audience. By way of comparison, the Federal Judicial Center states that a publication Notice Program that reaches² over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.³ Copies of the Notice Plan, Long Form Notice, Direct Notice, and Claim Form are attached hereto as **Exhibits A-D**, respectively.

¹ Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Settlement Agreement (as defined below).

² “Reach” measures the number of people who receive or are otherwise exposed to a Notice Plan.

³ Barbara Rothstein and Thomas Willging, Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges, at 27 (3d Ed. 2010).

4. To ensure that our calculations and estimates are accurately projected, the proposed Notice Plan, was designed using objective, syndicated advertising research tools from MRI-Simmons and comScore. These are the same tools reasonably relied upon by advertising agencies nationwide as the basis to select media for large brands.

5. This Declaration also describes why I believe this robust Notice Plan is consistent with other, similar best practicable, court approved notice programs the requirements of Fed. Civ. P. 23(c)(2)(B), and the Federal Judicial Center guidelines for best practicable due process notice.

6. It also describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the noticing efforts.

7. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy noticing context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit E**.

8. I have served as an expert and have been directly responsible for the design and implementation of over 1,000 notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and 37 languages. I have been recognized by numerous courts in the United States as an expert on notification and outreach.

9. During my career, I have planned and implemented complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of these cases have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance, and bankruptcy.

10. I have provided testimony before the United States Congress on issues of notice.⁴

⁴ See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: "Notice" Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep't of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, "The [c]ourt concludes that class members have

I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

11. I worked with the Settlement Special Administrator’s team to assist with the outreach strategy for the historic Auto Airbag Settlement. *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. I assisted New York University School of Law and The Center on Civil Justice with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

12. Further, I have been recognized as being at the forefront of modern notice practices,⁵ and I was one of the first notice experts to integrate digital media,⁶ social media and influencers⁷ into court-approved legal notice programs. Examples include: *In re Purdue Pharma L.P.*, Case No. 19-23649 (Bankr. S.D.N.Y. 2019); *In Re: PG&E Corporation*, Case No. 19-30088 Bankr. (N.D. Cal. 2019); *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2016); *Hill’s Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021); *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).

13. As further reference, in evaluating the adequacy and effectiveness of my notice

received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”).

⁵ See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

⁶ See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

⁷ See *In re: PG&E Corporation*, Case No. 19-30088 (Bankr. N.D. Cal. 2019).

programs, courts have repeatedly recognized my work as an expert. For example:

a. ***Simerlein et al. v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”

b. ***Yahoo! Inc. Customer Data Security Breach Litigation***, Case No. 5:16-MD-02752 (N.D. Cal 2016). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”

c. ***Hill’s Pet Nutrition, Inc., Dog Food Products Liability Litigation***, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

“I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that could rightfully receive notice continues to improve all the time.”

d. ***Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal

traditional, online, mobile and social media platforms to reach the Settlement Class Members.”

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”

e. ***In re Purdue Pharma L.P.***, Case No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

“The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”

f. ***In Re: PG&E Corporation***, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

...the technology and the thought that goes into all these plans is almost

incomprehensible. He further stated p. 201:20 ... *Ms. Finegan has really impressed me today...*

14. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, “*One Media Buyer’s Journey Toward Transparency*,” BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, “*One Media Buyer’s Journey Toward Transparency*,” The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, “*How Marketers Achieve Greater ROI Through Digital Assurance*,” Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, “Top Class Settlement Admin Factors to Consider in 2020” Law360, New York, (October 31, 2019, 5:44 PM ET).
- f. Author, “*Creating a Class Notice Program that Satisfies Due Process*,” Law360, New York (February 13, 2018 12:58 PM ET).
- g. Author, “*3 Considerations for Class Action Notice Brand Safety*,” Law360, New York (October 2, 2017 12:24 PM ET).
- h. Author, “*What Would Class Action Reform Mean for Notice?*” Law360, New York (April 13, 2017 11:50 AM ET).
- i. Author, “*Bots Can Silently Steal your Due Process Notice*” Wisconsin Law Journal (April 2017).
- j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment*,” LinkedIn (March 6, 2017)
- k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
- l. Author, “*Think All Internet Impressions are the Same? Think Again*,” Law360.com, New York (March 16, 2016).

- m. Author, “*Why Class Members Should See an Online Ad More Than Once*,” Law360.com, New York (December 3, 2015).
- n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters*,” Law360.com, New York (September 11, 2013, 2:50 PM ET).
- o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs*,” ABI Journal, Vol. XXX, No. 9 (November 2011).
- p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist*,” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
- q. Co-Author, with Hon. Dickran Tevrizian, “*Expert Opinion: It’s More Than Just a Report... Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
- r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report... Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” TXLR, Vol. 26, No. 21 (May 26, 2011).
- s. Author, “*Five Key Considerations for a Successful International Notice Program*,” BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
- t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators*,” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
- u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
- v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice*,” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).
- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty*,” Warranty Week (February 28, 2007), available at www.warrantyweek.com/archive/ww20070228.html.
- x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense*,” Vol. 45, No. 11 (November, 2003).
- y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice*,” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).

- z. Author, "*Determining Adequate Notice in Rule 23 Actions*," For the Defense, Vol. 44, No. 9 (September 2002).
 - aa. Co-Author, "*The Electronic Nature of Legal Noticing*", American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
 - bb. Author, "Three Important Mantras for CEO's and Risk Managers in 2002," International Risk Management Institute, irmi.com/ (January 2002).
 - cc. Co-Author, "*Used the Bat Signal Lately*," The National Law Journal, Special Litigation Section (February 19, 2001).
 - dd. Author, "*How Much is Enough Notice*," Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
 - ee. Author, "*High-Profile Product Recalls Need More Than the Bat Signal*," International Risk Management Institute, irmi.com/ (July 2001).
 - ff. Author, "*The Great Debate - How Much is Enough Legal Notice?: American Bar Association -- Class Actions and Derivatives Suits Newsletter* (Winter 1999).
 - gg. Author, "*What are the best practicable methods to give notice?*" Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).
15. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:
- a. Expert Webcast, Faculty Panelist, "Mass Torts - Implications for Bankruptcy and Restructuring." Video Roundtable, <https://lnkd.in/gdy5SynR>, October 19, 2023;
 - b. American Bar Association Faculty Panelist, 4th Annual Western Regional CLE Class Actions: "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape," San Francisco, CA, June, 2017.
 - c. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, "Settlement and Resolution of Class Actions." Miami. FL, December 2, 2016.
 - d. The Knowledge Group, Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, www.theknowledgegroup.org/, October 2016.

- e. Bar Association National Symposium, Faculty Panelist, “Ethical Considerations in Settling Class Actions,” New Orleans, LA March 2016.
- f. SF Banking Attorney Association, Speaker, “How a Class Action Notice Can Make or Break your Client’s Settlement,” San Francisco, CA May 2015.
- g. Perrin Class Action Conference, Faculty Panelist, “Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities,” Chicago, IL May 2015
- h. Bridgeport Continuing Ed. Faculty Panelist, “Media Relevant in the Class Notice Context,” April 2014.
- i. CASD 5th Annual Speaker, “The Impact of Social Media on Class Action Notice.” Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
- j. Law Seminars International, Speaker, “Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media.” Chicago, IL, October 2011.
- k. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “21st Century Class Notice and Outreach,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
- m. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- n. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- o. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.

- p. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- q. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- r. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- s. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

16. The proposed Notice and forms to be used in this matter are designed to present information in plain language providing summaries of key information about the rights and options of members of the Settlement Class pursuant to the Settlement Agreement.

CONCLUSION

17. In my opinion, the collective media elements consisting of email, online display, social media, search, a press release are robust, is consistent with other similar court approved best practicable notice programs, and indeed, exceeds the requirements of the Federal Judicial Center guidelines for adequate reach.⁸

18. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

⁸ The Federal Judicial Center’s guide for notice in class actions suggests that the minimum threshold for adequate notice is 70%. *See Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, FED. JUD. CTR 1, 3 (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>; *see also* Barbara J. Rothstein & Thomas E. Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, FED. JUD. CTR. 27 (3d ed. 2010).

Executed: July 24, 2024 in Tigard, Oregon.



Jeanne C. Finegan

*Fisher-Price Rock ‘n Play Sleeper Marketing, Sales Practices, and Products Liability Litigation
Settlement Notice Plan*

This Notice Plan is designed to inform potential Settlement Class Members about the proposed class action settlement between Plaintiffs and Defendants, as described in the Settlement Agreement. The Settlement Agreement defines the Settlement Class as 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.

Under the Notice Plan, Class Notice is estimated to reach over 80% of potential Class Members who have a higher likelihood of using this product. According to Fisher-Price’s manufacturing label, this product is only suitable for newborns. Therefore, the closest media definition proxy is parents with children under the age of one. This Notice Plan will therefore focus outreach to an audience of adults who are 25 to 44 years of age, as well as grandparents and, more generally, women who are over the age of 25.

In formulating the targeting assumptions, this Notice Plan is guided by media research data from MRI-Simmons Research (“MRI”), which reports that nearly 70% of parents who have children living in their home are between the ages of 25 to 44, and 78% of parents with children under the age of one are 25 to 44 years of age. Accordingly, this Notice Plan provides layers of media to appropriately reach these demographic groups. On balance, this Notice Plan employs a combination of Direct Notice, Publication Notice (including digital and social media notice), notice through the Settlement Website and a toll-free information line.

The proposed Notice Plan includes the following components:

- Direct Email Notice to reasonably identifiable Class Members;
- Direct Mail Notice to reasonably identifiable Class Members whose Direct Email Notice is rejected or for whom an email address is not available;
- Social media advertising through Facebook, Instagram, and YouTube in English and Spanish;
- Social Media Influencer posting via Instagram and Facebook using approved content;
- Online display banner advertising in English and Spanish;
- An informational settlement website will be established and will contain a summary of the settlement, copies of important settlement documents, frequently asked questions and information pertaining to Class Members’ rights under the settlement;
- A toll-free informational telephone line will be established for Class Members;
- A press release will be distributed in English and Spanish; and
- CAFA Notice will be sent to appropriate federal, state, and territorial government officials.

DIRECT MAIL AND EMAIL NOTICE

Kroll Settlement Administration LLC (“Kroll”) has been informed that Defendants will provide Customer Contact Information, as that term is identified in the Settlement Agreement, and a list of identifiable Class Members will be compiled from data obtained by Plaintiffs from online retailers of the RNPS. Pursuant to the terms of the Settlement Agreement, Kroll will send individualized Email Notice to these identified Settlement Class Members and for those Class Members with no email, then Kroll will send Postcard Notice via U.S. First Class Mail. For records without email, Kroll intends to conduct an email append.¹

In preparation for disseminating Direct Mail and Email Notice, Kroll will work with Class Counsel and Defense Counsel (collectively, “Counsel”) to finalize the language for the email and postcard Notices.

The Direct Mail and Email Notice will contain a brief description of the Settlement, prominently display important dates such as the Claims Deadline, Objection Deadline, and Opt-Out Date, and will direct recipients to the Settlement Website, www.FisherPriceRockNPlaySettlement.com, and Toll Free Information Line.

EMAIL NOTICE

Once the Notices are approved, Kroll will create a template in preparation for the Email Notice campaign. Kroll will prepare a file with all identified Class Member email addresses and upload the file to an email campaign platform. Kroll will prepare email proofs for Counsel’s review and approval. The proofs/test emails for approval will include the body of the email and subject line. Once the proofs/test emails are approved, the email campaign will begin as directed in the Settlement.

When the email campaign begins, Kroll will track and monitor emails that are rejected or “bounced.” At the conclusion of the email campaign, Kroll will provide a report with the email delivery status of each record. The report will include the number of records that had a successful notice delivery, and a count of the records where delivery failed. Kroll will also update its administration database with the appropriate status of the email campaign for each of the identified Class Member records.

POSTCARD NOTICE

Where no email addresses are available or where Email Notice otherwise is rejected or “bounced” back, Postcard Notices will be sent by First-Class Mail to all available physical addresses. The postcard will be in English with a Spanish subhead. In preparation for the notice mailing, Kroll will send the Class List through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database. The NCOA process will provide updated addresses for Settlement Class Members who have submitted a change of address with the USPS in the last 48 months, and the process will also standardize the addresses for mailing. Kroll will then prepare a mail file of

¹ Email appending involves matching customer data (first name, last name, and postal address) to obtain email addresses.

Settlement Class Members that are to receive the notice via first-class mail. Postcard Notices returned by the USPS with a forwarding address will be automatically re-mailed to the updated address provided by the USPS. Postcard Notices returned by the USPS undeliverable as addressed without a forwarding address will be sent through an advanced address search process in an effort to find a more current address for the record. If an updated address is obtained through the advanced address search process, Kroll will re-mail the notice to the updated address.

PUBLICATION NOTICE

The proposed publication component of the Notice Plan will be implemented by Kroll Notice Media Solutions (“Kroll Media”), a business unit of Kroll. The Publication Notice will employ a mix of online display, search, social media, social media influencers, and a press release to target potential Class Members in the United States, District of Columbia, Puerto Rico and other U.S. Territories. Publication Notice will be published in both English and Spanish. At the conclusion of the Publication Notice Plan, Kroll Media will provide to the Court a final report as to the results of the Publication Notice.

METHODOLOGY FOR PUBLICATION OUTREACH

In order to formulate this Publication Notice plan, Kroll is guided by best-in-class nationally syndicated media research data provided by MRI-Simmons Research (“MRI”)² and online measurement comScore,³ to provide media consumption habits and audience delivery verification of the potentially affected population. This information informs Kroll about which media channels the target audience of potential Settlement Class Members prefer and then how many of them the Publication Notice plan is estimated to reach. Based on this research, Kroll’s cutting-edge approach to notice focuses on the quality of media exposure, engagement, and appropriate media environment.

These data resources are used by numerous advertising agencies nationwide as the basis to select the most appropriate media to reach specific target audiences. The resulting key findings are instrumental in our selection of the target audience definition and the media channels and outlets for determining the estimated net audience reached through the Publication Notice plan. Specifically, this research identifies which media channels are favored by the target audience (*i.e.*, potential Settlement Class Members). Further, this research identifies browsing behaviors on the Internet and which social media platforms are visited by potential Settlement Class Members.

Further, this research allows Kroll to accurately report to the Court the percentage of the target audience estimated to be reached by the online/social media Notice component and how many times the target audience will have the opportunity to see the message. In advertising, this is commonly referred to as a “Reach and Frequency” analysis, where “Reach” refers to the estimated percentage

² MRI’s *Survey of the American Consumer*® is the industry standard for magazine audience ratings in the U.S. and is used by the majority of media and marketing agencies in the country. MRI provides comprehensive reports on demographic, lifestyle, product usage and media exposure.

³ comScore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data.

of the unduplicated audience exposed to the campaign, and “Frequency” refers to how many times, on average, the target audience had the opportunity to see the message. The calculations are used by advertising and communications firms worldwide and have become a critical element to help provide the basis for determining adequacy of notice in class actions and class action settlements.

By way of comparison, the Federal Judicial Center⁴ states that a publication notice plan that reaches⁵ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁶

KEY INSIGHTS CONCERNING TARGET AUDIENCE FORMULATION AND APPROACH FOR NOTICE

It is important to note that the measured media target audience definition is distinct from the class definition and includes numerous media targeting tactics aimed at reaching discrete groups within the measured target. This approach is commonplace in class action notice plans. This approach maximizes the efficacy of the Publication Notice plan and is considered a best practice among media planners and class action notice practitioners alike. Using proxy audiences is also commonplace in class action notice, and advertising more generally.

In order to effectively reach a majority of potential Class Members, Kröll’s targeting will include tactical layers across the following segments:

- 1) Those who still have the product and didn’t participate in the recall.
- 2) Those who participated in the recall.
- 3) Those who no longer have the product, older parents, or those who may have been purchasers, *i.e.*, grandparents, friends, relatives, etc.

ONLINE DISPLAY ADS

To focus squarely on these potential Settlement Class Member segments while maintaining the highest quality media environments, Kröll is applying a programmatic approach to digital advertising. Programmatic is a computerized approach to buying ads online, which uses an algorithm to show a specific ad to a specific visitor in a specific context, where class members are visiting across an allow list⁷ of approximately 6,000 websites. These ads are device agnostic and will appear across desktop,

⁴ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%. *See id.* at pp. 1, 3.

⁵ “Reach” measures the number of people who receive or are otherwise exposed to a notice plan.

⁶ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

⁷ An “allow list” is a custom list of acceptable websites where ad content may be served. Serving ads using an allow list helps to mitigate ad fraud, ensure ads will be served in relevant digital

laptop, tablet, or mobile devices. Display ads will run in the United States, Puerto Rico and other U.S. Territories in both English and Spanish.

The Publication Notice plan will apply audience targeting based on AI technology and data to serve the banner ads to the intended audience based on demographics, purchase behaviors, and interests.

Online banner ads will target parents of children under the age of one, who constitute any current users of the Fisher-Price Rock 'n Play Sleeper via targeted online banner ad placements, and social media ad placements.

For those who may or may not have participated in the recall, or who no longer own the product, broader coverage will target all adults 25 to 44 years of age. Further, we will use specifically targeted data online to target those who have identified as grandparents, and more broadly, women over the age of 25.

Expanding on this outreach, online banner ads will also appear contextually within content related to *Family & Parenting* and *Parenting Babies and Toddlers* and will be served in both English and Spanish.

SOCIAL MEDIA ADS

Social media ads will follow the targeted potential Class Members across users' newsfeeds, stories, and videos. These ads will target those who have "liked" or "follow" various social media groups and pages, content and hashtags.

Facebook and Instagram ads will be targeted to those who have liked, followed or interacted with relevant pages, accounts, videos or posts/tags, including *Parents*, *CafeMom*, *BellyBelly*, and more generally, *Fisher-Price*. Also, ads will be targeted to the followers of Instagram influencers who are parenting experts, mom influencers, infant sleep coaches, as well as numerous mothers of newborns groups, infant sleeping support groups, pediatricians, and others. To cast a broader net, additional impressions will be targeted to adults 25 to 64 years of age. This covers purchasers during the class period as well as grandparents and other relatives.

YouTube: Display ads will be targeted to Fisher-Price channel subscribers. Ads will also be contextually targeted to relevant topics and specific content and channels related to Fisher-Price Rock 'n Play, infant safe sleep environment, pregnancy, parenting, new mom related content, and more. Ads will appear in English and Spanish.

environments to the target audience, and helps to ensure that ads will not appear next to offensive or objectionable content.

Social Media Influencers: Importantly, Kroll plans to tap social media influencers to help create greater awareness through Instagram influencers who create an impact within the parenting community through their social media posts and videos.

KEYWORD SEARCH

Keyword search advertisements will be utilized on Google Ads. When a user conducts a search in their browser, relevant links appear on the search result pages of keyword/phrase searches. Keyword and search topics will include Keyword search on Google Ads. Links appear on the search result pages of keyword/phrase searches. Targeting keyword and search topics will include *Fisher-Price*, *Fisher-Price Rock 'n Play sleeper*, *Fisher-Price Rock 'n Play recall*, *Fisher-Price Rock 'n Play settlement*, *Fisher-Price Rock 'n Play class action*, *Fisher-Price Rock 'n Play lawsuit*, *Fisher-Price Rock 'n Play risk*, *Fisher-Price Rock 'n Play deaths*, and more.

ACTIVE CAMPAIGN MANAGEMENT TO MITIGATE DIGITAL AD FRAUD

To mitigate and cull non-human counterfeit impressions (*i.e.*, ad fraud bot traffic) from digital notice programs⁸⁹ and to validate effective digital ad placements, Kroll employs a sophisticated mix of tools and technology which includes Allowlist targeting, Integral Ad Science, and other proprietary tools. The primary purpose of this is to ensure that our ads are being targeted to real websites where actual (*i.e.*, human) Settlement Class Members are likely to visit. Any online impressions identified as invalid will be culled from the final reach calculation reported to the Court.

PRESS RELEASE

A bilingual (English and Spanish) press release will be issued over PR Newswire's U.S 1 plus Hispanic and Puerto Rico Newlines, with additional targeting to parenting influencers and pediatricians. PR Newswire distributes to thousands of print and broadcast newsrooms, as well as websites, databases and online services, including featured placement in the news sections of leading portals. Kroll Media will monitor for resulting news mentions.

OFFICIAL SETTLEMENT WEBSITE

An informational, interactive website is an important component of the Notice Plan. In accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, a website will be established at: www.FisherPriceRockNPlaySettlement.com. The website will contain a summary of the Settlement, provide contact information for the Settlement Administrator, provide notice of important dates such as the Fairness Hearing, Claims Deadline, Objection Deadline, and Opt-Out Date, and provide Class Members who file Claim Forms online the opportunity to select an electronic payment method, including Venmo, Zelle, PayPal, virtual Mastercard, ACH, or payment by check.

⁸ Jeanne Finegan, *Creating a Class Notice Program that Satisfies Due Process*, Law360 (Feb. 13, 2018).

⁹ Jeanne Finegan, *One Buyer's Journey To Greater Media Transparency*, The Drum, (Apr, 2021), see: <https://www.thedrum.com/open-mic/one-media-buyers-journey-toward-greater-transparency>.

The website will also contain relevant case documents including the Settlement Agreement, Long Form Notice, Claim Form, Frequently Asked Questions, a list of the products at issue and the Preliminary Approval Order.

Further, the website will serve as a “landing page for the banner advertising,” where Class Members may continue to obtain further information about the Settlement and their rights under the settlement. The website will be accessible 24-hours a day, 7-days a week.

TOLL FREE INFORMATION LINE

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line that will provide Settlement-related information to Settlement Class Members in English and Spanish and permit Settlement Class Members to leave voicemail messages and receive a callback from a live operator with knowledge of the Settlement. Live operators will be trained to respond to questions about the Settlement, answer questions about the status of submitted claims, claim payment, how to submit a claim, and other material aspects of the Settlement. The phone number will be configured to enable callers to leave a message after hours, which will be returned by Kroll no later than the next business day.

CAFA NOTICE

Pursuant to the Settlement Agreement, Kroll will provide notice of the proposed Settlement under Class Action Fairness Act, 28 U.S.C. § 1715(b), to appropriate federal, state and territorial government officials.

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.

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**, 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**, 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.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		
YOU MAY	EXPLANATION	DUE DATE
SUBMIT A CLAIM FOR CASH BENEFITS	<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]
ASK TO BE EXCLUDED	<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]
OBJECT	<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]
APPEAR IN THE LAWSUIT OR GO TO THE FINAL APPROVAL HEARING	<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]
DO NOTHING	<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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

If You Currently Own An RNPS		
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.		

If You Do Not Currently Own an RNPS		
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

If You Participated in the RNPS Recall and Received a Voucher or a Fisher-Price Toy for Returning an RNPS			
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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

A. Basic Information 4

B. Who is in the Settlement? 8

C. The Settlement Benefits - What You Get and How to Get It 9

D. Excluding Yourself from the Settlement 16

E. Objecting to the Settlement..... 17

F. The Lawyers Representing You..... 19

G. The Court's Fairness Hearing..... 20

H. Getting More Info 21

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. Defendants deny that the RNPS is unsafe, that they have

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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**, 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?

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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, 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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

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.

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	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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

Date of Retail Purchase / Date of Manufacture	Have Proof of Purchase?	Settlement Payment Amount
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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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, 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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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 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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

You can get a copy of the Settlement Agreement and other documents and information about the Settlement at 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. 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.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.FisherPriceRockNPlaySettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

Court-Ordered Legal Notice

If You Currently Own or Previously Purchased A Fisher Price Rock ‘n Play Sleeper

You could get money from a Class Action Settlement.

Para ver este aviso en español, visita FisherPriceRockNPlaySettlement.com.

WHAT IS THIS LAWSUIT ABOUT?

A \$19 million Settlement has been preliminary approved by the Court in a class action lawsuit against Fisher-Price, Inc. and Mattel, Inc. (“Defendants”) concerning the Fisher-Price Rock ‘n Play Sleeper (“RNPS”). The lawsuit is called In Re: Fisher-Price Rock ‘N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2903, United States District Court for the Western District of New York. The lawsuit alleges the RNPS is an unsafe sleeping environment for infants and pursued consumer protection and other claims relating to the marketing and sale of the RNPS. While Defendants dispute the allegations, the Parties agreed to settle the lawsuit.

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

WHO IS INCLUDED?

You are included in the settlement as a Settlement Class Member if you live in United States, the District of Columbia, Puerto Rico, or any United States territories and/or possessions, and (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 your possession. All models of the RNPS are covered by this Settlement – a full list is available at www.FisherPriceRockNPlaySettlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

Defendants agreed to deposit \$19,000,000.00 into a Settlement Fund to fully resolve the lawsuit in exchange for a full release. If you are a Settlement Class Member, what you are eligible to receive depends on several factors. If you currently own an RNPS (purchased new, used or received as a gift), you may be eligible for a cash benefit of between \$40 and a full refund if you submit proof that you disabled your product as shown on the video on the settlement website. If you previously purchased a new RNPS and no longer have it, but have written proof of purchase, you may be eligible to receive \$25 or \$35, depending on your date of purchase, or \$10 if you do not have a proof of purchase. If you participated in the RNPS Recall and received a voucher or Fisher-Price toy, you are eligible to receive \$10. For further details about the Settlement, including the relief, eligibility, and release, please go to www.FisherPriceRockNPlaySettlement.com, and consult the Long Form Notice and the Settlement Agreement.

WHAT ARE YOUR RIGHTS?

- **File a Claim:** You must file a claim to get any money from the Settlement. The **deadline to file a claim is Month 00, 2024**. You may download and submit your Claim Form online at www.FisherPriceRockNPlaySettlement.com or by mailing your Claim Form to: [insert address]
- **Do Nothing:** If you do nothing, you will not receive money and will be legally bound by decisions

of the Court and give up any right to sue for the claims resolved by this Settlement.

- **Object:** You can tell the court what you don't like about the Settlement, the request for attorneys' fees and expenses and/or the request for Class Representative service awards, but will remain a Settlement Class Member and be legally bound by the decisions of the Court and give up any right to sue for claims resolved by this Settlement. You cannot both object to and exclude yourself from the Settlement. The deadline to object is **Month 00, 2024**.
- **Exclude Yourself ("Opt-out"):** If you exclude yourself, you will not receive money, but you keep the right to sue for the claims resolved by this Settlement. The deadline to exclude yourself is **Month 00, 2024**.

For details on how to file a claim, object, or exclude yourself ("Opt-out"), visit www.FisherPriceRockNPlaySettlement.com or call **1-000-000-0000**.

WHEN IS THE FAIRNESS HEARING?

The Court will hold a hearing on **Month 00, 2024**, at [TIME] at [court address] to hear any objections, determine if the Settlement is fair, reasonable, and adequate, and to consider the request for attorney's fees of 28% of the Settlement Fund (\$5,320,000), expenses of up to \$825,000, and class representative service awards of \$3,500 each. The motion for attorneys' fees, expenses and class representative service awards will be posted on the Settlement Website after it is filed. You may appear at the hearing, either yourself or through an attorney hired by you, but are not required to appear to obtain benefits under the Settlement or object to the Settlement (if you have not opted out of the Settlement).

This is only a summary. If you have questions or want more information about this lawsuit, the Settlement, and your rights under the Settlement, visit www.FisherPriceRockNPlaySettlement.com, call **1-000-000-0000**, or write to: XXXX Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 000, New York, NY 00000-0000.

www.FisherPriceRockNPlaySettlement.com **1-000-000-0000**

**The DEADLINE
to submit or mail this
Claim Form is:
<<XXX XX, 2024>>**

Fisher-Price Rock ‘N Play Settlement

*In Re: Fisher-Price Rock ‘N Play Sleeper Marketing, Sales Practices,
and Products Liability Litigation, MDL No. 1:19-Md-2903
U.S. District Court Western District Of New York*

For Office Use Only

If you would like to file a Claim for a Settlement Payment in the Fisher-Price Rock ‘N Play Sleeper (“RNPS”) Settlement, please complete and submit this Claim Form in accordance with the instructions below. You may submit a Claim for a Settlement Payment only if you: (1) participated in the April 2019 Recall of the RNPS before <<Initial Notice Date>> and received a voucher or a Fisher-Price toy; (2) currently have an RNPS in your possession; or (3) previously purchased a new RNPS but did not participate in the April 2019 Recall.

To determine whether you are a Class Member eligible to make a claim, or for more information regarding the class action settlement, please first visit **www.FisherPriceRockNPlaySettlement.com**. If you still have questions regarding the claims process, call the Settlement Administrator toll-free at **(833) 522-3524**.

For faster claim processing or the option to select an electronic payment method, you may fill out a Claim Form online at **www.FisherPriceRockNPlaySettlement.com**, or you may complete, sign and mail this Claim Form via first-class mail to:

Fisher-Price Rock ‘N Play Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

Claim Forms submitted by mail will receive any Settlement Payment by physical check.

If you want to submit a claim for more than one (1) RNPS, you must complete and submit a separate Claim Form for each one.

Claim Forms must be submitted online or postmarked by <<Claim Submission Deadline>>. If you fail to timely and fully complete this Claim Form and submit any required Supporting Documentation and/or Proof of Disablement, your Claim may be denied. If your Claim is denied, you will not receive a Settlement Payment on your Claim. The Settlement Administrator has the right to request verification of eligibility to participate in this Settlement.

Important: Keep a copy of your completed Claim Form, as well as any Supporting Documentation and Declaration(s). Any documents you submit with your Claim Form will not be returned. Do not send original documents.

1. Claimant Information

First Name: _____ Last Name: _____

Address: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

For more information or to submit a Claim Form online, visit www.FisherPriceRockNPlaySettlement.com

Current Phone Number: (_____) - _____ - _____

Email: _____ @ _____

Unique Claimant ID: _____

2. Did you previously return the RNPS as part of the Recall?

If you returned the hubs to an RNPS as part of the Recall prior to the Initial Notice Date, <<Notice Mailing Date>>, and received a voucher or a Fisher-Price toy, you will be entitled to receive a Settlement Payment of \$10 for each RNPS returned.

Yes – I previously returned the hub of an RNPS or the RNPS itself as part of the Recall and received a voucher or a Fisher-Price toy.

If you select ‘Yes’, you **must** provide the Unique Claimant ID that was included on your Direct Notice in section 1 above. You may then skip directly to section 6.

No – I did not previously return the hub of an RNPS or the RNPS itself as part of the Recall.

If you select ‘No’, move to the next section.

3. Do you have the RNPS in your possession?

If you have your RNPS in your possession, you **must** provide Proof of Disablement with this Claim Form in order to receive a Settlement Payment. 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) your Unique Claimant ID written in permanent marker on the fabric that has been cut. Your Unique Claimant ID can be found on your Direct Notice or, if you did not receive Direct Notice, provided to you when you registered on the Settlement Website, 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.

For more information on Proof of Disablement, including written and video step-by-step directions on how to accurately perform and document disablement, please visit www.FisherPriceRockNPlaySettlement.com.

Yes – I have the RNPS in my possession.

If you select ‘Yes’, you **must** submit Proof of Disablement with this Claim Form.

Manufacture Code (located on the inside of the hub): _____

No – I do not have the RNPS in my possession.

If you select ‘No’, did you destroy or discard the Product?

Yes – I attest that I destroyed or discarded the Product.

No – I did not destroy or discard the Product.

For more information or to submit a Claim Form online, visit www.FisherPriceRockNPlaySettlement.com

4. Do you have Proof of Purchase?

If you have Proof of Purchase, you may be entitled to a higher Settlement Payment than if you do not. Proof of Purchase means a receipt or order confirmation from a retailer, credit card statement, canceled check, or other reasonable or practicable physical evidence as may be accepted by the Settlement Administrator, that shows the date of purchase and the purchase price of the RNPS. The Proof of Purchase must show the date of purchase and the amount paid for the RNPS. Return the requested documentation with this Claim Form and enter the date of purchase from the documentation below.

Yes – I have Proof of Purchase.

If you select ‘Yes’, you ***must*** submit such proof with this Claim Form and enter the information below:

Purchase Date: ____ / ____ / ____

Purchase Price: \$ _____

No – I do not have Proof of Purchase.

If you select ‘No’, enter the information below:

Product Name/Model: _____

5. If you purchased a Product, did you purchase a new or used Product?

The Product was purchased new.

The Product was purchased used. I understand I am not eligible for Settlement Payment, unless I have the Product in my possession.

I did not purchase the Product but received the Product as a gift.

I did not purchase the Product or receive the Product as a gift.

6. Affirmation and Signature

By signing and submitting this Claim Form, I affirm under the penalty of perjury of the laws of the United States that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18, and I wish to claim my share of the Settlement Fund.

Signature: _____ Date: ____ / ____ / ____

JEANNE C. FINEGAN, APR



Jeanne Finegan, APR, is the Managing Director and Head of Kroll Notice Media. She is a member of the Board of Directors for the prestigious Alliance for Audited Media (AAM) and was named by *Diversity Journal* as one of the “Top 100 Women Worth Watching.” She is a distinguished legal notice and communications expert with more than 30 years of communications and advertising experience.

She was a lead contributing author for Duke University's School of Law, "*Guidelines and Best Practices Implementing Amendments to Rule 23 Class Action Settlement Provisions.*" And more recently, she has been involved with New York School of Law and The Center on Civil Justice (CCJ) assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information. Moreover, her experience also includes working with the Special Settlement Administrator's team to assist with the outreach strategy for the historic Auto Airbag Settlement, In re: *Takata Airbag Products Liability Litigation* MDL 2599.

During her tenure, she has planned and implemented over 1,000 high-profile, complex legal notice communication programs. She is a recognized notice expert in both the United States and in Canada, with extensive international notice experience spanning more than 170 countries and over 40 languages.

Ms. Finegan has lectured, published and has been cited extensively on various aspects of legal noticing, product recall and crisis communications. She has served the Consumer Product Safety Commission (CPSC) as an expert to determine ways in which the Commission can increase the effectiveness of its product recall campaigns. Further, she has planned and implemented large-scale government enforcement notice programs for the Federal Trade Commission (FTC) and the Securities and Exchange Commission (SEC).

Ms. Finegan is accredited in Public Relations (APR) by the Universal Accreditation Board, which is a program administered by the Public Relations Society of America (PRSA) and is also a recognized member of the Canadian Public Relations Society (CPRS). She has served on examination panels for APR candidates and worked *pro bono* as a judge for prestigious PRSA awards.

Ms. Finegan has provided expert testimony before Congress on issues of notice, and expert testimony in both state and federal courts regarding notification campaigns. She has conducted numerous media audits of proposed notice programs to assess the adequacy of those programs under Fed R. Civ. P. 23(c)(2) and similar state class action statutes.

She was an early pioneer of plain language in notice (as noted in a RAND study,¹) and continues to set the standard for modern outreach as the first notice expert to integrate social and mobile media into court approved legal notice programs.

In the course of her class action experience, courts have recognized the merits of, and admitted expert testimony based on, her scientific evaluation of the effectiveness of notice plans. She has designed legal notices for a wide range of class actions and consumer matters that include data breach, product liability, construction defect, antitrust, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, government enforcement actions, securities, banking, insurance, mass tort, restructuring and product recall.

¹ Deborah R. Hensler et al., CLASS ACTION DILEMAS, PURSUING PUBLIC GOALS FOR PRIVATE GAIN. RAND (2000).



JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Ms. Finegan's notice campaigns, courts have repeatedly recognized her excellent work. The following excerpts provide some examples of such judicial approval.

In re Purdue Pharma L.P., No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

"The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times."

In Re: PG&E Corporation Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated, p. 201:20 ... Ms. Finegan has really impressed me today...

Yahoo! Inc. Customer Data Security Breach Litigation, Case No. 5:16-MD-02752 (ND Cal 2016). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

"The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances."

In re: Mallinckrodt PLC, et al., No. 20-12522 (Bankr. D. Del. 2022). In the Opinion, dated, February 2, 2022, the Hon. Judge John. T. Dorsey stated:

"Notice and a meaningful opportunity to be heard are essential conditions of constitutional due process. Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950) (stating, "[t]he notice must be of such nature as reasonably [sic] to convey the required information..."). In evaluating whether due process requirements have been met in a particular case, the proper inquiry is whether the notice was reasonably calculated under the circumstances to apprise interested parties of action being taken and afford them an opportunity to present their objection. Mullane, 339 U.S. at 314.104 . . . Here, I find the notice provided to opioid claimants satisfies these requirements." [D.I. 6347, at p. 42].

Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation, Case No. 19-MD-2887 (U.S. District Court, District Kansas 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

"I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that could rightfully receive notice continues to improve all the time."



Google Referrer Header Privacy Litigation Case No. CV-10-04809 (N.D. Cal 2023). During the hearing for preliminary approval of the class action settlement, the Honorable Edward J. Davila acknowledged the complexities of the notice program’s class member targeting approach, stating: “Let me say, it’s amazing that the administrator can do all of that...” Hr’g. Tr. May 4, 2023, at 11:10-11.

Hesse v. Godiva Chocolatier, Inc. Case No. 1:19-cv-0972-LAP (S.D.N.Y. 2022). In the Order Granting Final Approval of Class Settlement and Award of Attorneys’ Fees and Class Representative Service Awards, dated April, 20, 2022, p. 2-3, the Honorable Loretta A. Preska stated:

“The notice provided to the Class pursuant to the Settlement Agreement and Preliminary Approval Order—including (i) repeated direct notice to the Class via email, (ii) the creation of the Settlement Website, and (iii) the dissemination of notice via publication and digital media notice—fully complied with the requirements of Fed. R. Civ. P. 23 and due process, was reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, their right to object or exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing. In particular, through a multi-media channel approach to notice, which employed direct notice, digital, social and mobile media, an estimated 82 percent of targeted Class Members were reached by the notice program, on average 2.8 times. Declaration of Jeanne C. Finegan (“Finegan Decl.”) ¶33 (ECF No. 86). Godiva possessed email addresses for 8,235,538 potential class members. Finegan Decl. ¶ 17. Accordingly, Kroll Settlement Administration (“Kroll”) emailed direct notice to each of these individuals, i.e., approximately 46% of the Class. It then sent another 7,692,027 reminder emails. Id. ¶ 20. In conjunction with this direct notice, Kroll implemented a state-of-the-art publication notice plan, which consisted of 35 million media impressions, including on Facebook and Instagram, and the creation of a settlement website and IVR phone support for Class Members to contact if they had any questions about the Settlement or the case. Id. ¶¶ 21-25.”

In re: The Bank of New York Mellon ADR FX Litigation, 16-CV-00212-JPO-JLC (S.D.N.Y. 2019). In the Final Order and Judgement, dated June 17, 2019, para 5, the Honorable J. Paul Oetkin stated: “The dissemination of notice constituted the best notice practicable under the circumstances.”

In Re: ZF-TRW Airbag Control Units Products Liability Litigation, Case No. LA ML 19-2905, C.D. Cal (2023). In the Order re: Plaintiffs Motion for Final Approval of Class Settlement, and Award of Attorneys’ Fees, Expenses, and Service Awards to Settlement Representatives, dated November 28, 2023, p. 10, the Honorable John A Kronstadt stated:

“Notice of the settlement was administered by Kroll Settlement Administration LLC (the “Administrator”). Declaration of Jeanne Finegan, Dkt. 815-2 ¶ 1. The Administrator effected both direct mailed notice and additional multimedia efforts to raise awareness about the Settlement Agreement. Id. ¶ 3. The Administrator estimated that, as a result of its efforts, it reached over 95% of the class members. Id”.

Simerlein et al., v. Toyota Motor Corporation, Case No. 3:17-cv-01091-VAB (District of CT 2019). In the Ruling and Order on Motion for Preliminarily Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”

Fitzhenry- Russell et al., v. Keurig Dr. Pepper Inc., Case No. :17-cv-00564-NC, (ND Cal). In the Order Granting Final Approval of Class Action Settlement, Dated April 10, 2019, the Honorable Nathanael Cousins stated:

“...the reaction of class members to the proposed Settlement is positive. The parties anticipated that 100,000 claims would be filed under the Settlement (see Dkt. No. 327-5 ¶ 36)—91,254



claims were actually filed (see Finegan Decl ¶ 4). The 4% claim rate was reasonable in light of Heffler's efforts to ensure that notice was adequately provided to the Class."

Pettit et al., v. Procter & Gamble Co., Case No. 15-cv-02150-RS ND Cal. In the Order Granting Final Approval of the Class Action Settlement and Judgement, Dated March 28, 2019, p. 6, the Honorable Richard Seeborg stated:

"The Court finds that the Notice Plan set forth in the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class. ...the number of claims received equates to a claims rate of 4.6%, which exceeds the rate in comparable settlements."

Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc., Case No. 1:13-CV-24583 PAS (S.D. Fl. 2016). In her Final Order and Judgment Granting Plaintiffs Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

"The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. ...There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. ...The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members."

Additionally, in January 20, 2016, Transcript of Class Notice Hearing, p. 5 Judge Seitz, noted:

"I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class."

Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co., No. 90-cv-00181- KLK (D.Colo. 2017)., aka, Rocky Flats Nuclear Weapons Plant Contamination. In the Order Granting Final Approval, dated April 28, 2017, p.3, the Honorable John L. Kane said:

The Court-approved Notice Plan, which was successfully implemented by [HF Media- emphasis added] (see Doc. 2432), constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice Plan that was implemented, as set forth in Declaration of Jeanne C. Finegan, APR Concerning Implementation and Adequacy of Class Member Notification (Doc. 2432), provided for individual notice to all members of the Class whose identities and addresses were identified through reasonable efforts, ... and a comprehensive national publication notice program that included, inter alia, print, television, radio and internet banner advertisements. ...Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the Notice Plan provided the best notice practicable to the Class.

In re: Domestic Drywall Antitrust Litigation, MDL. No. 2437, in the U.S. District Court for the Eastern District of Pennsylvania. For each of the four settlements, Finegan implemented an extensive outreach effort including traditional, online, social, mobile and advanced television and online video. In the Order Granting Preliminary Approval to the IPP Settlement, Judge Michael M. Baylson stated:

"The Court finds that the dissemination of the Notice and summary Notice constitutes the best notice practicable under the circumstances; is valid, due, and sufficient notice to all persons... and complies fully with the requirements of the Federal rule of Civil Procedure."

Warner v. Toyota Motor Sales, U.S.A. Inc., Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017). In the Order Re: Final Approval of Class Action Settlement; Approval of Attorney's Fees, Costs & Service Awards, dated May 21, 2017, the Honorable Fernando M. Olguin stated:

Finegan, the court-appointed settlement notice administrator, has implemented the multiprong notice program. ...the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude



themselves from the action, and their right to object to the proposed settlement. (See Dkt. 98, PAO at 25-28).

Michael Allagas, et al., v. BP Solar International, Inc., et al., BP Solar Panel Settlement, Case No. 3:14-cv-00560- SI (N.D. Cal., San Francisco Div. 2016). In the Order Granting Final Approval, Dated December 22, 2016, The Honorable Susan Illston stated:

Class Notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and d. fully satisfied the requirements of the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law.

Foster v. L-3 Communications EOTech, Inc. et al (6:15-cv-03519), Missouri Western District Court.

In the Court's Final Order, dated July 7, 2017, The Honorable Judge Brian Wimes stated: "The Court has determined that the Notice given to the Settlement Class fully and accurately informed members of the Settlement Class of all material elements of the Settlement and constituted the best notice practicable."

In re: Skechers Toning Shoes Products Liability Litigation, No. 3:11-MD-2308-TBR (W.D. Ky. 2012).

In his Final Order and Judgment granting the Motion for Preliminary Approval of Settlement, the Honorable Thomas B. Russell stated:

... The comprehensive nature of the class notice leaves little doubt that, upon receipt, class members will be able to make an informed and intelligent decision about participating in the settlement.

Brody v. Merck & Co., Inc., et al, No. 3:12-cv-04774-PGS-DEA (N.J.) (Jt Hearing for Prelim App, Sept. 27, 2012, transcript page 34). During the Hearing on Joint Application for Preliminary Approval of Class Action, the Honorable Peter G. Sheridan acknowledged Ms. Finegan's work, noting:

Ms. Finegan did a great job in testifying as to what the class administrator will do. So, I'm certain that all the class members or as many that can be found, will be given some very adequate notice in which they can perfect their claim.

Quinn v. Walgreen Co., Wal-Mart Stores Inc., 7:12 CV-8187-VB (NYSJ) (Jt Hearing for Final App, March. 5, 2015, transcript page 40-41). During the Hearing on Final Approval of Class Action, the Honorable Vincent L. Briccetti stated:

"The notice plan was the best practicable under the circumstances. ... [and] "the proof is in the pudding. This settlement has resulted in more than 45,000 claims which is 10,000 more than the Pearson case and more than 40,000 more than in a glucosamine case pending in the Southern District of California I've been advised about. So the notice has reached a lot of people and a lot of people have made claims."

In Re: TracFone Unlimited Service Plan Litigation, No. C-13-3440 EMC (ND Ca). In the Final Order and Judgment Granting Class Settlement, July 2, 2015, the Honorable Edward M. Chen noted:

"...[D]epending on the extent of the overlap between those class members who will automatically receive a payment and those who filed claims, the total claims rate is estimated to be approximately 25-30%. This is an excellent result..."

In Re: Blue Buffalo Company, Ltd., Marketing and Sales Practices Litigation, Case No. 4:14-MD-2562 RWS (E.D. Mo. 2015), (Hearing for Final Approval, May 19, 2016 transcript p. 49). During the Hearing for Final Approval, the Honorable Rodney Sippel said:

It is my finding that notice was sufficiently provided to class members in the manner directed in my preliminary approval order and that notice met all applicable requirements of due process and any other applicable law and considerations.



DeHoyos, et al., v. Allstate Ins. Co., No. SA-01-CA-1010 (W.D.Tx. 2001). In the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:

[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts. Specifically, in order to reach the identified targets directly and efficiently, the notice program utilized a multi-layered approach which included national magazines; magazines specifically appropriate to the targeted audiences; and newspapers in both English and Spanish.

In Re: Reebok Easytone Litigation, No. 10-CV-11977 (D. MA. 2011). The Honorable F. Dennis Saylor IV stated in the Final Approval Order:

The Court finds that the dissemination of the Class Notice, the publication of the Summary Settlement Notice, the establishment of a website containing settlement-related materials, the establishment of a toll-free telephone number, and all other notice methods set forth in the Settlement Agreement and [Ms. Finegan's] Declaration and the notice dissemination methodology implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order... constituted the best practicable notice to Class Members under the circumstances of the Actions.

Bezdek v. Vibram USA and Vibram FiveFingers LLC, No 12-10513 (D. MA) The Honorable Douglas P. Woodlock stated in the Final Memorandum and Order:

...[O]n independent review I find that the notice program was robust, particularly in its online presence, and implemented as directed in my Order authorizing notice. ...I find that notice was given to the Settlement class members by the best means "practicable under the circumstances." Fed.R.Civ.P. 23(c)(2).

Gemelas v. The Dannon Company Inc., No. 08-cv-00236-DAP (N.D. Ohio). In granting final approval for the settlement, the Honorable Dan A. Polster stated:

In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, [Ms. Finegan] caused the Class Notice to be distributed on a nationwide basis in magazines and newspapers (with circulation numbers exceeding 81 million) specifically chosen to reach Class Members. ... The distribution of Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. 1715, and any other applicable law.

Pashmova v. New Balance Athletic Shoes, Inc., 1:11-cv-10001-LTS (D. Mass.). The Honorable Leo T. Sorokin stated in the Final Approval Order:

The Class Notice, the Summary Settlement Notice, the web site, and all other notices in the Settlement Agreement and the Declaration of [Ms. Finegan], and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Actions, the terms of the Settlement and their rights under the settlement ... met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.

Hartless v. Clorox Company, No. 06-CV-2705 (CAB) (S.D.Cal.). In the Final Order Approving Settlement, the Honorable Cathy N. Bencivengo found:

The Class Notice advised Class members of the terms of the settlement; the Final Approval Hearing and their right to appear at such hearing; their rights to remain in or opt out of the Class and to object to the settlement; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class. The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the



requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

McDonough et al., v. Toys 'R' Us et al, No. 09:-cv-06151-AB (E.D. Pa.). In the Final Order and Judgment Approving Settlement, the Honorable Anita Brody stated:

The Court finds that the Notice provided constituted the best notice practicable under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.

In re: Pre-Filled Propane Tank Marketing & Sales Practices Litigation, No. 4:09-md-02086-GAF (W.D. Mo.) In granting final approval to the settlement, the Honorable Gary A. Fenner stated:

The notice program included individual notice to class members who could be identified by Ferrellgas, publication notices, and notices affixed to Blue Rhino propane tank cylinders sold by Ferrellgas through various retailers. ... The Court finds the notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process and provided to the Class the best notice practicable under the circumstances.

Stern v. AT&T Mobility Wireless, No. 09-cv-1112 CAS-AGR (C.D.Cal. 2009). In the Final Approval Order, the Honorable Christina A. Snyder stated:

[T]he Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

In re: Processed Egg Prods. Antitrust Litig., MDL No. 08-md-02002 (E.D.P.A.). In the Order Granting Final Approval of Settlement, Judge Gene E.K. Pratter stated:

The Notice appropriately detailed the nature of the action, the Class claims, the definition of the Class and Subclasses, the terms of the proposed settlement agreement, and the class members' right to object or request exclusion from the settlement and the timing and manner for doing so.... Accordingly, the Court determines that the notice provided to the putative Class Members constitutes adequate notice in satisfaction of the demands of Rule 23.

In re Polyurethane Foam Antitrust Litigation, 10- MD-2196 (N.D. OH). In the Order Granting Final Approval of Voluntary Dismissal and Settlement of Defendant Domfoam and Others, the Honorable Jack Zouhary stated:

The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as extensive publication of a summary notice. The Notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreements, and constituted due and sufficient notice for all other purposes to all persons and entities entitled to receive notice.

Rojas v Career Education Corporation, No. 10-cv-05260 (N.D.E.D. IL) In the Final Approval Order dated October 25, 2012, the Honorable Virginia M. Kendall stated:

The Court Approved notice to the Settlement Class as the best notice practicable under the circumstance including individual notice via U.S. Mail and by email to the class members whose addresses were obtained from each Class Member's wireless carrier or from a commercially reasonable reverse cell phone number look-up service, nationwide magazine publication, website publication, targeted on-line advertising, and a press release. Notice has been successfully implemented and satisfies the requirements of the Federal Rule of Civil Procedure 23 and Due Process.

Golloher v Todd Christopher International, Inc. DBA Vogue International (Organix), No. C 1206002 N.D CA. In the Final Order and Judgment Approving Settlement, the Honorable Richard Seeborg stated:

The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.



Stefanyshyn v. Consolidated Industries, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.). In the Order Granting Final Approval of Settlement, Judge Randy Williams stated:

The long and short form notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the "best practicable" notice of the proposed Settlement. The form and content of the notice program satisfied all applicable legal requirements. ... The comprehensive class notice educated Settlement Class members about the defects in Consolidated furnaces and warned them that the continued use of their furnaces created a risk of fire and/or carbon monoxide. This alone provided substantial value.

McGee v. Continental Tire North America, Inc. et al, No. 06-6234-(GEB) (D.N.J.).

The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other notices in the Agreement, and the notice methodology implemented pursuant to the Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notification; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 20 U.S.C. Sec. 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.

Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al., No. 04-2702 (JLL) (D.N.J.). The Court stated that:

[A]ll of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices. ... By working with a nationally syndicated media research firm, [Finegan's firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). ... The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).

In Re: Nortel Network Corp., Sec. Litig., No. 01-CV-1855 (RMB) Master File No. 05 MD 1659 (LAP) (S.D.N.Y.). Ms. Finegan designed and implemented the extensive United States and Canadian notice programs in this case. The Canadian program was published in both French and English, and targeted virtually all investors of stock in Canada. See www.nortelsecuritieslitigation.com. Of the U.S. notice program, the Honorable Loretta A. Preska stated:

The form and method of notifying the U.S. Global Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement ... constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Regarding the B.C. Canadian Notice effort: *Jeffrey v. Nortel Networks*, [2007] BCSC 69 at para. 50, the Honourable Mr. Justice Groberman said:

The efforts to give notice to potential class members in this case have been thorough. There has been a broad media campaign to publicize the proposed settlement and the court processes. There has also been a direct mail campaign directed at probable investors. I am advised that over 1.2 million claim packages were mailed to persons around the world. In addition, packages have been available through the worldwide web site nortelsecuritieslitigation.com on the Internet. Toll-free telephone lines have been set up, and it appears that class counsel and the Claims Administrator have received innumerable calls from potential class members. In short, all reasonable efforts have been made to ensure that potential members of the class have had notice of the proposal and a reasonable opportunity was provided for class members to register their objections, or seek exclusion from the settlement.



Mayo v. Walmart Stores and Sam's Club, No. 5:06 CV-93-R (W.D.Ky.). In the Order Granting Final Approval of Settlement, Judge Thomas B. Russell stated:

According to defendants' database, the Notice was estimated to have reached over 90% of the Settlement Class Members through direct mail. The Settlement Administrator ... has classified the parties' database as 'one of the most reliable and comprehensive databases [she] has worked with for the purposes of legal notice.' ... The Court thus reaffirms its findings and conclusions in the Preliminary Approval Order that the form of the Notice and manner of giving notice satisfy the requirements of Fed. R. Civ. P. 23 and affords due process to the Settlement Class Members.

Fishbein v. All Market Inc., (d/b/a **Vita Coco**) No. 11-cv-05580 (S.D.N.Y.). In granting final approval of the settlement, the Honorable J. Paul Oetken stated:

"The Court finds that the dissemination of Class Notice pursuant to the Notice Program...constituted the best practicable notice to Settlement Class Members under the circumstances of this Litigation ... and was reasonable and constituted due, adequate and sufficient notice to all persons entitled to such notice, and fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rules 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable laws."

Lucas, et al. v. Kmart Corp., No. 99-cv-01923 (D.Colo.), wherein the Court recognized Jeanne Finegan as an expert in the design of notice programs, and stated:

The Court finds that the efforts of the parties and the proposed Claims Administrator in this respect go above and beyond the "reasonable efforts" required for identifying individual class members under F.R.C.P. 23(c)(2)(B).

In Re: Johns-Manville Corp. (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement), No 82-11656, 57, 660, 661, 665-73, 75 and 76 (BRL) (Bankr. S.D.N.Y.). The nearly half-billion dollar settlement incorporated three separate notification programs, which targeted all persons who had asbestos claims whether asserted or unasserted, against the Travelers Indemnity Company. In the Findings of Fact and Conclusions of a Clarifying Order Approving the Settlements, slip op. at 47-48 (Aug. 17, 2004), the Honorable Burton R. Lifland, Chief Justice, stated:

As demonstrated by Findings of Fact (citation omitted), the Statutory Direct Action Settlement notice program was reasonably calculated under all circumstances to apprise the affected individuals of the proceedings and actions taken involving their interests, Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950), such program did apprise the overwhelming majority of potentially affected claimants and far exceeded the minimum notice required. . . The results simply speak for themselves.

Pigford v. Glickman and U.S. Department of Agriculture, No. 97-1978. 98-1693 (PLF) (D.D.C.). This matter was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commended the parties with respect to the notice program, stating;

The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations. . . The Court concludes that class members have received more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree.

In Re: Louisiana-Pacific Inner-Seal Siding Litig., Nos. 879-JE, and 1453-JE (D.Or.). Under the terms of the Settlement, three separate notice programs were to be implemented at three-year intervals over a period of six years. In the first notice campaign, Ms. Finegan implemented the print advertising and



Internet components of the Notice program. In approving the legal notice communication plan, the Honorable Robert E. Jones stated:

The notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign.

Additionally, with regard to the third-year notice program for Louisiana-Pacific, the Honorable Richard Unis, Special Master, commented that the notice was:

...well formulated to conform to the definition set by the court as adequate and reasonable notice. Indeed, I believe the record should also reflect the Court's appreciation to Ms. Finegan for all the work she's done, ensuring that noticing was done correctly and professionally, while paying careful attention to overall costs. Her understanding of various notice requirements under Fed. R. Civ. P. 23, helped to ensure that the notice given in this case was consistent with the highest standards of compliance with Rule 23(d)(2).

In Re: Expedia Hotel Taxes and Fees Litigation, No. 05-2-02060-1 (SEA) (Sup. Ct. of Wash. in and for King County). In the Order Granting Final Approval of Class Action Settlement, Judge Monica Benton stated:

The Notice of the Settlement given to the Class ... was the best notice practicable under the circumstances. All of these forms of Notice directed Class Members to a Settlement Website providing key Settlement documents including instructions on how Class Members could exclude themselves from the Class, and how they could object to or comment upon the Settlement. The Notice provided due and adequate notice of these proceeding and of the matters set forth in the Agreement to all persons entitled to such notice, and said notice fully satisfied the requirements of CR 23 and due process.

Thomas A. Foster and Linda E. Foster v. ABTco Siding Litigation, No. 95-151-M (Cir. Ct., Choctaw County, Ala.). This litigation focused on past and present owners of structures sided with Abitibi-Price siding. The notice program that Ms. Finegan designed and implemented was national in scope and received the following praise from the Honorable J. Lee McPhearson:

The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program. ... The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The result: over 90 percent of Abitibi and ABTco owners are estimated to have been reached by the direct media and direct mail campaign.

Wilson v. Massachusetts Mut. Life Ins. Co., No. D-101-CV 98-02814 (First Judicial Dist. Ct., County of Santa Fe, N.M.). This was a nationwide notification program that included all persons in the United States who owned, or had owned, a life or disability insurance policy with Massachusetts Mutual Life Insurance Company and had paid additional charges when paying their premium on an installment basis. The class was estimated to exceed 1.6 million individuals. www.insuranceclassclaims.com. In granting preliminary approval to the settlement, the Honorable Art Encinias found:

[T]he Notice Plan [is] the best practicable notice that is reasonably calculated, under the circumstances of the action. ...[and] meets or exceeds all applicable requirements of the law, including Rule 1-023(C)(2) and (3) and 1-023(E), NMRA 2001, and the requirements of federal and/or state constitutional due process and any other applicable law.

Sparks v. AT&T Corp., No. 96-LM-983 (Third Judicial Cir., Madison County, Ill.). The litigation concerned all persons in the United States who leased certain AT&T telephones during the 1980's. Ms. Finegan designed and implemented a nationwide media program designed to target all persons who may have leased telephones during this time period, a class that included a large percentage of the entire population of the United States. In granting final approval to the settlement, the Court found:

The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to evaluate whether to participate in or opt out



of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements.

In Re: Georgia-Pacific Toxic Explosion Litig., No. 98 CVC05-3535 (Ct. of Common Pleas, Franklin County, Ohio). Ms. Finegan designed and implemented a regional notice program that included network affiliate television, radio and newspaper. The notice was designed to alert adults living near a Georgia-Pacific plant that they had been exposed to an air-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement, the Honorable Jennifer L. Bunner stated:

[N]otice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Court finds that such effort exceeded even reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).

In Re: American Cyanamid, No. CV-97-0581-BH-M (S.D.AI.). The media program targeted Farmers who had purchased crop protection chemicals manufactured by American Cyanamid. In the Final Order and Judgment, the Honorable Charles R. Butler Jr. wrote:

The Court finds that the form and method of notice used to notify the Temporary Settlement Class of the Settlement satisfied the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential members of the Temporary Class Settlement.

In Re: First Alert Smoke Alarm Litig., No. CV-98-C-1546-W (UWC) (N.D.AI.). Ms. Finegan designed and implemented a nationwide legal notice and public information program. The public information program ran over a two-year period to inform those with smoke alarms of the performance characteristics between photoelectric and ionization detection. The media program included network and cable television, magazine and specialty trade publications. In the Findings and Order Preliminarily Certifying the Class for Settlement Purposes, Preliminarily Approving Class Settlement, Appointing Class Counsel, Directing Issuance of Notice to the Class, and Scheduling a Fairness Hearing, the Honorable C.W. Clemon wrote that the notice plan:

...constitutes due, adequate and sufficient notice to all Class Members; and (v) meets or exceeds all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Alabama State Constitution, the Rules of the Court, and any other applicable law.

In Re: James Hardie Roofing Litig., No. 00-2-17945-65SEA (Sup. Ct. of Wash., King County). The nationwide legal notice program included advertising on television, in print and on the Internet. The program was designed to reach all persons who own any structure with JHBP roofing products. In the Final Order and Judgment, the Honorable Steven Scott stated:

The notice program required by the Preliminary Order has been fully carried out... [and was] extensive. The notice provided fully and accurately informed the Class Members of all material elements of the proposed Settlement and their opportunity to participate in or be excluded from it; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with Civ. R. 23, the United States Constitution, due process, and other applicable law.

Barden v. Hurd Millwork Co. Inc., et al, No. 2:6-cv-00046 (LA) (E.D.Wis.)

"The Court approves, as to form and content, the notice plan and finds that such notice is the best practicable under the circumstances under Federal Rule of Civil Procedure 23(c)(2)(B) and constitutes notice in a reasonable manner under Rule 23(e)(1)."

Altieri v. Reebok, No. 4:10-cv-11977 (FDS) (D.C.Mass.)

"The Court finds that the notices ... constitute the best practicable notice... The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices."



Marenco v. Visa Inc., No. CV 10-08022 (DMG) (C.D.Cal.)

"[T]he Court finds that the notice plan...meets the requirements of due process, California law, and other applicable precedent. The Court finds that the proposed notice program is designed to provide the Class with the best notice practicable, under the circumstances of this action, of the pendency of this litigation and of the proposed Settlement's terms, conditions, and procedures, and shall constitute due and sufficient notice to all persons entitled thereto under California law, the United States Constitution, and any other applicable law."

Palmer v. Sprint Solutions, Inc., No. 09-cv-01211 (JLR) (W.D.Wa.)

"The means of notice were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to be provide3d with notice."

In Re: Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation, No. 1:08-md-01982 RDB (D. Md. N. Div.)

"The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement."

Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation, No. 01043771 (Sup. Ct. Cal., County of Santa Barbara)

"Notice provided was the best practicable under the circumstances."

Deke, et al. v. Cardservice Internat'I, Case No. BC 271679, slip op. at 3 (Sup. Ct. Cal., County of Los Angeles)

"The Class Notice satisfied the requirements of California Rules of Court 1856 and 1859 and due process and constituted the best notice practicable under the circumstances."

Levine, et al. v. Dr. Philip C. McGraw, et al., Case No. BC 312830 (Los Angeles County Super. Ct., Cal.)

"[T]he plan for notice to the Settlement Class ... constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class ... and satisfies the requirements of California law and federal due process of law."

In re: Canadian Air Cargo Shipping Class Actions, Court File No. 50389CP, Ontario Superior Court of Justice, Supreme Court of British Columbia, Quebec Superior Court

"I am satisfied the proposed form of notice meets the requirements of s. 17(6) of the CPA and the proposed method of notice is appropriate."

Fischer et al v. IG Investment Management, Ltd. et al, Court File No. 06-CV-307599CP, Ontario Superior Court of Justice.

In re: Vivendi Universal, S.A. Securities Litigation, No. 02-cv-5571 (RJH)(HBP) (S.D.N.Y.).

In re: Air Cargo Shipping Services Antitrust Litigation, No. 06-MD-1775 (JG) (VV) (E.D.N.Y.).

Berger, et al., v. Property ID Corporation, et al., No. CV 05-5373-GHK (CWx) (C.D.Cal.).

Lozano v. AT&T Mobility Wireless, No. 02-cv-0090 CAS (AJWx) (C.D.Cal.).

Howard A. Engle, M.D., et al., v. R.J. Reynolds Tobacco Co., Philip Morris, Inc., Brown & Williamson Tobacco Corp., No. 94-08273 CA (22) (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Royal Dutch/Shell Transport Securities Litigation, No. 04 Civ. 374 (JAP) (Consolidated Cases) (D. N.J.).



In re: Epson Cartridge Cases, Judicial Council Coordination Proceeding, No. 4347 (Sup. Ct. of Cal., County of Los Angeles).

UAW v. General Motors Corporation, No: 05-73991 (E.D.MI).

Wicon, Inc. v. Cardservice Intern'l, Inc., BC 320215 (Sup. Ct. of Cal., County of Los Angeles).

In re: SmithKline Beecham Clinical Billing Litig., No. CV. No. 97-L-1230 (Third Judicial Cir., Madison County, Ill.).

Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

MacGregor v. Schering-Plough Corp., No. EC248041 (Sup. Ct. Cal., County of Los Angeles).

This nationwide notification program was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

In re: Swiss Banks Holocaust Victim Asset Litig., No. CV-96-4849 (E.D.N.Y.).

Ms. Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21 native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors. www.swissbankclaims.com.

In re: Exxon Valdez Oil Spill Litig., No. A89-095-CV (HRH) (Consolidated) (D. Alaska).

Ms. Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.

In re: Johns-Manville Phenolic Foam Litig., No. CV 96-10069 (D. Mass).

The nationwide multi-media legal notice program was designed to reach all Persons who owned any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns-Manville PFRI was installed, in whole or in part, on top of a metal roof deck.

Bristow v Fleetwood Enters Litig., No Civ 00-0082-S-EJL (D. Id).

Ms. Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

In re: New Orleans Tank Car Leakage Fire Litig., No 87-16374 (Civil Dist. Ct., Parish of Orleans, LA) (2000).

This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.

Garría Spencer v. Shell Oil Co., No. CV 94-074(Dist. Ct., Harris County, Tex.).

The nationwide notification program was designed to reach individuals who owned real property or structures in the United States, which contained polybutylene plumbing with acetyl insert or metal insert fittings.

In re: Hurd Millwork Heat Mirror™ Litig., No. CV-772488 (Sup. Ct. of Cal., County of Santa Clara).



This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

Laborers Dist. Counsel of Alabama Health and Welfare Fund v. Clinical Lab. Servs., Inc., No. CV-97-C-629-W (N.D. Ala.)

Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

In re: StarLink Corn Prods. Liab. Litig., No. 01-C-1181 (N.D. Ill)

Ms. Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

In re: MCI Non-Subscriber Rate Payers Litig., MDL Docket No. 1275, 3:99-cv-01275 (S.D.Ill.).

The advertising and media notice program, found to be “more than adequate” by the Court, was designed with the understanding that the litigation affected all persons or entities who were customers of record for telephone lines presubscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. www.rateclaims.com.

In re: Albertson’s Back Pay Litig., No. 97-0159-S-BLW (D.Id.).

Ms. Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

In re: Georgia Pacific Hardboard Siding Recovering Program, No. CV-95-3330-RG (Cir. Ct., Mobile County, Ala.)

Ms. Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with failed G-P siding and alert them of the pending matter. Notice was provided through advertisements, which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., Nos. 1203, 99-20593.

Ms. Finegan worked as a consultant to the National Diet Drug Settlement Committee on notification issues. The resulting notice program was described and complimented at length in the Court’s Memorandum and Pretrial Order 1415, approving the settlement.

Ms. Finegan designed the Notice programs for multiple state antitrust cases filed against the Microsoft Corporation. In those cases, it was generally alleged that Microsoft unlawfully used anticompetitive means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs designed by Jeanne Finegan and listed below targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

In re: Florida Microsoft Antitrust Litig. Settlement, No. 99-27340 CA 11 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Montana Microsoft Antitrust Litig. Settlement, No. DCV 2000 219 (First Judicial Dist. Ct., Lewis & Clark Co., Mt.).

In re: South Dakota Microsoft Antitrust Litig. Settlement, No. 00-235(Sixth Judicial Cir., County of Hughes, S.D.).



In re: Kansas Microsoft Antitrust Litig. Settlement, No. 99C17089 Division No. 15 Consolidated Cases (Dist. Ct., Johnson County, Kan.)

“The Class Notice provided was the best notice practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State. Annot. §60-22.3.”

In re: North Carolina Microsoft Antitrust Litig. Settlement, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln) (General Court of Justice Sup. Ct., Wake and Lincoln Counties, N.C.).

In re: ABS II Pipes Litig., No. 3126 (Sup. Ct. of Cal., Contra Costa County).

The Court approved regional notification program designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe.

In re: Avenue A Inc. Internet Privacy Litig., No: C00-1964C (W.D. Wash.).

In re: Lorazepam and Clorazepate Antitrust Litig., No. 1290 (TFH) (D.C.C.).

In re: Providian Fin. Corp. ERISA Litig., No C-01-5027 (N.D. Cal.).

In re: H & R Block., et al Tax Refund Litig., No. 97195023/CC4111 (MD Cir. Ct., Baltimore City).

In re: American Premier Underwriters, Inc, U.S. Railroad Vest Corp., No. 06C01-9912 (Cir. Ct., Boone County, Ind.).

In re: Sprint Corp. Optical Fiber Litig., No: 9907 CV 284 (Dist. Ct., Leavenworth County, Kan).

In re: Shelter Mutual Ins. Co. Litig., No. CJ-2002-263 (Dist.Ct., Canadian County. Ok).

In re: Conseco, Inc. Sec. Litig., No: IP-00-0585-C Y/S CA (S.D. Ind.).

In re: Nat’l Treasury Employees Union, et al., 54 Fed. Cl. 791 (2002).

In re: City of Miami Parking Litig., Nos. 99-21456 CA-10, 99-23765 – CA-10 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Prime Co. Incorporated D/B/A/ Prime Co. Personal Comm., No. L 1:01CV658 (E.D. Tx.).

Aalsea Veneer v. State of Oregon A.A., No. 88C-11289-88C-11300.



INTERNATIONAL EXPERIENCE

In re Endo International plc., No. 22-22549 (Bankr. S.D.N.Y. 2022).

In re Imerys Talc America, Inc. No. 19-10289 (Bankr. D.Del. 2021).

In re Purdue Pharma L.P., No. 19-23649 (Bankr. S.D.N.Y. 2019).

Bell v. Canadian Imperial Bank of Commerce, et al, Court File No.: CV-08-359335 (Ontario Superior Court of Justice); (2016).

In re: Canadian Air Cargo Shipping Class Actions (Ontario Superior Court of Justice, Court File No. 50389CP, Supreme Court of British Columbia.

In re: Canadian Air Cargo Shipping Class Actions (Québec Superior Court).

Fischer v. IG Investment Management LTD., No. 06-CV-307599CP (Ontario Superior Court of Justice).

In Re Nortel I & II Securities Litigation, Civil Action No. 01-CV-1855 (RMB), Master File No. 05 MD 1659 (LAP) (S.D.N.Y. 2006).

Frohlinger v. Nortel Networks Corporation et al., Court File No.: 02-CL-4605 (Ontario Superior Court of Justice).

Association de Protection des Épargnants et Investisseurs du Québec v. Corporation Nortel Networks, No.: 500-06-0002316-017 (Superior Court of Québec).

Jeffery Jv. Nortel Networks Corporation et al., Court File No.: S015159 (Supreme Court of British Columbia).

Gallardi v. Nortel Networks Corporation, No. 05-CV-285606CP (Ontario Superior Court).

Skarstedt v. Corporation Nortel Networks, No. 500-06-000277-059 (Superior Court of Québec).

SEC ENFORCEMENT NOTICE PROGRAM EXPERIENCE

SEC v. Vivendi Universal, S.A., et al., Case No. 02 Civ. 5571 (RJH) (HBP) (S.D.N.Y.).
The Notice program included publication in 11 different countries and eight different languages.

SEC v. Royal Dutch Petroleum Company, No.04-3359 (S.D. Tex.)

FEDERAL TRADE COMMISSION NOTICE PROGRAM EXPERIENCE

FTC v. TracFone Wireless, Inc., Case No. 15-cv-00392-EMC.

FTC v. Skechers U.S.A., Inc., No. 1:12-cv-01214-JG (N.D. Ohio).

FTC v. Reebok International Ltd., No. 11-cv-02046 (N.D. Ohio)

FTC v. Chanery and RTC Research and Development LLC [Nutraquest], No :05-cv-03460 (D.N.J.)



BANKRUPTCY EXPERIENCE

Ms. Finegan has designed and implemented hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

In re RML, LLC (Revlon) No. 22-10784 (Bankr. S.D.N.Y. 2023)

In re Endo International plc., No. 22-22549 (Bankr. S.D.N.Y. 2022).

In re Mallinckrodt PLC, et al., No. 20-12522 (Bankr. D. Del. 2022).

In re Imerys Talc America, Inc. No. 19-10289 Bankr. (D. Del 2021).

In re Paddock Enterprises LLC., No. 20-10028 (Bankr. D. Del. 2020).

In re Purdue Pharma L.P., No. 19-23649 (Bankr. S.D.N.Y. 2019).

In Re: PG&E Corporation Case No. 19-30088 (Bankr. N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. *June 26, 2019, Transcript of Hearing p. 21:1*, the Honorable Dennis Montali stated:

...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated, p. 201:20 ... Ms. Finegan has really impressed me today...

In re AMR Corporation [American Airlines], et al., No. 11-15463 (SHL) (Bankr. S.D.N.Y.)

"due and proper notice [was] provided, and ... no other or further notice need be provided."

In re Jackson Hewitt Tax Service Inc., et al., No 11-11587 (Bankr. D.Del.) (2011).

The debtors sought to provide notice of their filing as well as the hearing to approve their disclosure statement and confirm their plan to a large group of current and former customers, many of whom current and viable addresses promised to be a difficult (if not impossible) and costly undertaking. The court approved a publication notice program designed and implemented by Finegan and the administrator, that included more than 350 local newspaper and television websites, two national online networks (24/7 Real Media, Inc. and Microsoft Media Network), a website notice linked to a press release and notice on eight major websites, including CNN and Yahoo. These online efforts supplemented the print publication and direct-mail notice provided to known claimants and their attorneys, as well as to the state attorneys general of all 50 states. The *Jackson Hewitt* notice program constituted one of the first large chapter 11 cases to incorporate online advertising.

In re: Nutraquest Inc., No. 03-44147 (Bankr. D.N.J.)

In re: General Motors Corp. et al, No. 09-50026 (Bankr. S.D.N.Y.)

This case is the 4th largest bankruptcy in U.S. history. Ms. Finegan and her team worked with General Motors restructuring attorneys to design and implement the legal notice program.

In re: ACandS, Inc., No. 0212687 (Bankr. D.Del.) (2007)

"Adequate notice of the Motion and of the hearing on the Motion was given."

In re: United Airlines, No. 02-B-48191 (Bankr. N.D Ill.)

Ms. Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was published in 11 countries and translated into 6 languages. Ms. Finegan worked closely with legal counsel and UAL's advertising team to select the appropriate media and to negotiate the most favorable advertising rates. www.pd-ual.com.



In re: Enron, No. 01-16034 (Bankr. S.D.N.Y.)

Ms. Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

In re: Dow Corning, No. 95-20512 (Bankr. E.D. Mich.)

Ms. Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.

In re: Harnischfeger Inds., No. 99-2171 (RJW) Jointly Administered (Bankr. D. Del.)

Ms. Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.

In re: Keene Corp., No. 93B 46090 (SMB), (Bankr. E.D. MO.)

Ms. Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

In re: Lamonts, No. 00-00045 (Bankr. W.D. Wash.)

Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Monet Group Holdings, Nos. 00-1936 (MFW) (Bankr. D. Del.)

Ms. Finegan designed and implemented a bar date notice.

In re: Laclede Steel Co., No. 98-53121-399 (Bankr. E.D. MO.)

Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Columbia Gas Transmission Corp., No. 91-804 (Bankr. S.D.N.Y.)

Ms. Finegan developed multiple nationwide legal notice notification programs for this case.

In re: U.S.H. Corp. of New York, et al. (Bankr. S.D.N.Y.)

Ms. Finegan designed and implemented a bar date advertising notification campaign.

In re: Best Prods. Co., Inc., No. 96-35267-T, (Bankr. E.D. Va.)

Ms. Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

In re: Lodgian, Inc., et al., No. 16345 (BRL) Factory Card Outlet – 99-685 (JCA), 99-686 (JCA) (Bankr. S.D.N.Y.)

In re: Internat'l Total Servs, Inc., et al., Nos. 01-21812, 01-21818, 01-21820, 01-21882, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y.)

In re: Decora Inds., Inc. and Decora, Incorp., Nos. 00-4459 and 00-4460 (JJF) (Bankr. D. Del.)

In re: Genesis Health Ventures, Inc., et al, No. 002692 (PJW) (Bankr. D. Del.)

In re: Tel. Warehouse, Inc., et al, No. 00-2105 through 00-2110 (MFW) (Bankr. D. Del.)

In re: United Cos. Fin. Corp., et al, No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D. Del.)

In re: Caldor, Inc. New York, The Caldor Corp., Caldor, Inc. CT, et al., No. 95-B44080 (JLG) (Bankr. S.D.N.Y.)

In re: Physicians Health Corp., et al., No. 00-4482 (MFW) (Bankr. D. Del.)

In re: GC Cos., et al., Nos. 00-3897 through 00-3927 (MFW) (Bankr. D. Del.)



In re: Heilig-Meyers Co., et al., Nos. 00-34533 through 00-34538 (Bankr. E.D. Va.).

MASS TORT EXPERIENCE AND PRODUCT RECALL

In re: East Palestine Train Derailment, No. 23-cv-00242 (N.D. Ohio).

Imerys Talc America, Inc. No. 19-10289 (Bankr. D. Del 2021).

In re Paddock Enterprises LLC., Bi 2011-10028 (Bankr. D. Del 2020).

In re: Columbia Gas Cases, Superior Court of Massachusetts, Civ Action No. 1877CV01343G (2020). On September 13, 2018, an over-pressurization event led to devastating gas explosions and fires impacting residents and businesses across Lawrence, Andover, and North Andover, Massachusetts. The event caused significant personal injury, property damage, business interruption, and other damage to area residents.

Ms. Finegan and the Kroll Notice Media team designed and implemented the outreach. The publication notice considered potential barriers concerning trust, language, and media use when developing the plan. The plan included local television, local radio, local newspaper, banner ads, search engine ads, social media, press releases, community outreach via town hall meetings and flyer distribution to local groups.

In Re: PG&E Corporation Case No. 19-30088 Bankr. N.D. Cal. 2019).

In re Purdue Pharma L.P., No. 19-23649 (Bankr. S.D.N.Y. 2019).

Reser's Fine Foods. Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Ms. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Ms. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

Gulf Coast Claims Facility Notice Campaign. Finegan coordinated a massive outreach effort throughout the Gulf Coast region to notify those who have claims as a result of damages caused by the Deep Water Horizon Oil spill. The notice campaign included extensive advertising in newspapers throughout the region, Internet notice through local newspaper, television and radio websites and media relations. The Gulf Coast Claims Facility (GCCF) was an independent claims facility, funded by BP, for the resolution of claims by individuals and businesses for damages incurred as a result of the oil discharges due to the Deepwater Horizon incident on April 20, 2010.

City of New Orleans Tax Revisions, Post-Hurricane Katrina. In 2007, the City of New Orleans revised property tax assessments for property owners. As part of this process, it received numerous appeals to the assessments. An administration firm served as liaison between the city and property owners, coordinating the hearing schedule and providing important information to property owners on the status of their appeal. Central to this effort was the comprehensive outreach program designed by Ms. Finegan, which included a website and a heavy schedule of television, radio and newspaper advertising, along with the coordination of key news interviews about the project picked up by local media.



ARTICLES/ SOCIAL MEDIA

Interview, "How Marketers Achieve Greater ROI Through Digital Assurance," Alliance for Audited Media ("AAM"), white paper, January 2021.

Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pit-falls of social media, Lextalk.com, November 7, 2019.

Author, "Top Class Settlement Admin Factors to Consider in 2020" Law360, New York, (October 31, 2019, 5:44 PM ET).

Author, "Creating a Class Notice Program that Satisfies Due Process" Law360, New York, (February 13, 2018 12:58 PM ET).

Author, "3 Considerations for Class Action Notice Brand Safety" Law360, New York, (October 2, 2017 12:24 PM ET).

Author, "What Would Class Action Reform Mean for Notice?" Law360, New York, (April 13, 2017 11:50 AM ET).

Author, "Bots Can Silently Steal your Due Process Notice." Wisconsin Law Journal, April 2017.

Author, "*Don't Turn a Blind Eye to Bots*. Ad Fraud and Bots are a Reality of the Digital Environment." LinkedIn article March 6, 2107.

Co-Author, "Modern Notice Requirements Through the Lens of *Eisen* and *Mullane*" – Bloomberg - BNA Class Action Litigation Report, 17 CLASS 1077, (October 14, 2016).

Author, "Think All Internet Impressions Are The Same? Think Again" – Law360.com, New York (March 16, 2016, 3:39 ET).

Author, "Why Class Members Should See an Online Ad More Than Once" – Law360.com, New York, (December 3, 2015, 2:52 PM ET).

Author, 'Being 'Media-Relevant' — What It Means and Why It Matters - Law360.com, New York (September 11, 2013, 2:50 PM ET).

Co-Author, "New Media Creates New Expectations for Bankruptcy Notice Programs," ABI Journal, Vol. XXX, No 9, (November 2011).

Quoted Expert, "Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist," Canadian Supreme Court Law Review, (2011), 53 S.C.L.R. (2d).

Co-Author, with Hon. Dickran Tevrizian – "Expert Opinion: It's More Than Just a Report... Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," BNA Class Action Litigation Report, 12 CLASS 464, May 27, 2011.

Co-Author, with Hon. Dickran Tevrizian, Your Insight, "Expert Opinion: It's More Than Just a Report -Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," ^[1]_[SEP] TXLR, Vol. 26, No. 21, May 26, 2011.

Quoted Expert, "Analysis of the FJC's 2010 Judges' Class Action Notice and Claims Process Checklist and Guide: A New Roadmap to Adequate Notice and Beyond," BNA Class Action Litigation Report, 12 CLASS 165, February 25, 2011.



Author, Five Key Considerations for a Successful International Notice Program, BNA Class Action Litigation Report, April, 9, 2010 Vol. 11, No. 7 p. 343.

Quoted Expert, "Communication Technology Trends Pose Novel Notification Issues for Class Litigators," BNA Electronic Commerce and Law, 15 ECLR 109 January 27, 2010.

Author, "Legal Notice: R U ready 2 adapt?" BNA Class Action Report, Vol. 10 Class 702, July 24, 2009.

Author, "On Demand Media Could Change the Future of Best Practicable Notice," BNA Class Action Litigation Report, Vol. 9, No. 7, April 11, 2008, pp. 307-310.

Quoted Expert, "Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty," Warranty Week, warrantyweek.com/archive/ww20070228.html/ February 28, 2007.

Co-Author, "Approaches to Notice in State Court Class Actions," For The Defense, Vol. 45, No. 11, November, 2003.

Citation, "Recall Effectiveness Research: A Review and Summary of the Literature on Consumer Motivation and Behavior," U.S. Consumer Product Safety Commission, CPSC-F-02-1391, p.10, Heiden Associates, July 2003.

Author, "The Web Offers Near, Real-Time Cost Efficient Notice," American Bankruptcy Institute, ABI Journal, Vol. XXII, No. 5., 2003.

Author, "Determining Adequate Notice in Rule 23 Actions," For The Defense, Vol. 44, No. 9 September, 2002.

Author, "Legal Notice, What You Need to Know and Why," Monograph, July 2002.

Co-Author, "The Electronic Nature of Legal Noticing," The American Bankruptcy Institute Journal, Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers," - International Risk Management Institute, irmi.com, January 2002.

Co-Author, "Used the Bat Signal Lately," The National Law Journal, Special Litigation Section, February 19, 2001.

Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6. March 2001.

Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal," - International Risk Management Institute, irmi.com, July 2001.

Co-Author, "Do You Know What 100 Million People are Buzzing About Today?" Risk and Insurance Management, March 2001.

Quoted Article, "Keep Up with Class Action," Kentucky Courier Journal, March 13, 2000.

Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association – Class Actions and Derivatives Suits Newsletter, winter edition 1999.



SPEAKER/EXPERT PANELIST/PRESENTER

Expert Webcast	Panelist, Mass Torts: Implications for Bankruptcy and Restructuring, October 19, 2023. https://lnkd.in/gdy5synR/ .
Chief Litigation Counsel Association (CLCA)	Speaker, "Four Factors Impacting the Cost of Your Class Action Settlement and Notice," Houston TX, May 1, 2019.
CLE Webinar	"Rule 23 Changes to Notice, Are You Ready for the Digital Wild, Wild West?" October 23, 2018, https://bit.ly/2RIRvZq/ .
American Bar Assn.	Faculty Panelist, 4 th Annual Western Regional CLE Class Actions, "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape" San Francisco, CA June, 2018.
Miami Law Class Action Faculty & Complex Litigation Forum	Panelist, "Settlement and Resolution of Class Actions," Miami, FL December 2, 2016.
The Knowledge Group	Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, www.theknowledgegroup.org , October 2016.
ABA National Symposium	Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA, March 2016.
S.F. Banking Attorney Assn.	Speaker, "How a Class Action Notice can Make or Break your Client's Settlement," San Francisco, CA, May 2015.
Perrin Class Action Conf.	Faculty Panelist, "Being Media Relevant, What It Means and Why It Matters – The Social Media Evolution: Trends, Challenges and Opportunities," Chicago, IL May 2015.
Bridgeport Continuing Ed.	Speaker, Webinar "Media Relevant in the Class Notice Context." July, 2014.
Bridgeport Continuing Ed.	Faculty Panelist, "Media Relevant in the Class Notice Context." Los Angeles, California, April 2014.
CASD 5 th Annual	Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
Law Seminars International	Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011. <i>*Voted by attendees as one of the best presentations given.</i>
CASD 4 th Annual	Faculty Panelist, "Reasonable Notice - Insight for practitioners on the FJC's <i>Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide</i> . Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, October 2011.
CLE International	Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.



CASD	Faculty Panelist, "21 st Century Class Notice and Outreach." 3 rd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
CASD	Faculty Panelist, "The Future of Notice." 2 nd Annual Class Action Symposium CASD Symposium, San Diego California, October 2009.
American Bar Association	Speaker, 2008 Annual Meeting, "Practical Advice for Class Action Settlements: The Future of Notice In the United States and Internationally – Meeting the Best Practicable Standard." Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
Women Lawyers Assn.	Faculty Panelist, Women Lawyers Association of Los Angeles "The Anatomy of a Class Action." Los Angeles, CA, February, 2008.
Warranty Chain Mgmt.	Faculty Panelist, Presentation Product Recall Simulation. Tampa, Florida, March 2007.
Practicing Law Institute.	Faculty Panelist, CLE Presentation, 11 th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures – Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006 and San Francisco, CA, May 2006.
U.S. Consumer Product Safety Commission	Ms. Finegan participated as an invited expert panelist to the CPSC to discuss ways in which the CPSC could enhance and measure the recall process. As a panelist, Ms Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
Weil, Gotshal & Manges	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." New York, June 2003.
Sidley & Austin	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." Los Angeles, May 2003.
Kirkland & Ellis	Speaker to restructuring group addressing "The Best Practicable Methods to Give Notice in a Tort Bankruptcy." Chicago, April 2002.
Georgetown University Law	Faculty, CLE White Paper: "What are the best practicable methods to Center Mass Tort Litigation give notice? Dispelling the communications myth – A notice Institute disseminated is a notice communicated," Mass Tort Litigation Institute. Washington D.C.
American Bar Association	Presenter, "How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice," ABA Litigation Section Committee on Class Actions & Derivative Suits. Chicago, IL, August 6, 2001.
McCutchin, Doyle, Brown	Speaker to litigation group in San Francisco and simulcast to four other McCutchin locations, addressing the definition of effective notice and



	barriers to communication that affect due process in legal notice. San Francisco, CA, June 2001.
Marylhurst University	Guest lecturer on public relations research methods. Portland, OR, February 2001.
University of Oregon	Guest speaker to MBA candidates on quantitative and qualitative research for marketing and communications programs. Portland, OR, May 2001.
Judicial Arbitration & Mediation Services (JAMS)	Speaker on the definition of effective notice. San Francisco and Los Angeles, CA, June 2000.
International Risk Management Institute	Past Expert Commentator on Crisis and Litigation Communications. www.irmi.com .
The American Bankruptcy Institute Journal (ABI)	Past Contributing Editor – Beyond the Quill. www.abi.org .

BACKGROUND

Ms. Finegan's past experience includes working in senior management for leading Class Action Administration firms including The Garden City Group (GCG) and Poorman-Douglas Corp., (EPIQ). Ms. Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation's leading legal notice communication agencies.

Prior to that, Ms. Finegan spearheaded Huntington Communications, (an Internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and Internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.

Prior to Huntington Advertising, Ms. Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Ms. Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJJ/KJIB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Ms. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. She was also the program/promotion manager at KECH-22 television.

Ms. Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.

MEMBERSHIPS, PROFESSIONAL CREDENTIALS

- APR** Accredited. Universal Board of Accreditation Public Relations Society of America
- **Member of the Public Relations Society of America**
 - **Member Canadian Public Relations Society**



Board of Directors - Alliance for Audited Media, Secretary.

Alliance for Audited Media (“AAM”) is the recognized leader in cross-media verification. It was founded in 1914 as the Audit Bureau of Circulations (ABC) to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies and technology vendors depend on its data-driven insights, technology certification audits and information services to transact with trust.

SOCIAL MEDIA

LinkedIn: www.linkedin.com/in/jeanne-finegan-apr-7112341b

**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] FINAL JUDGMENT

IT IS on this _____ day of _____ 2024, HEREBY ORDERED,
ADJUDGED AND DECREED AS FOLLOWS:

- (1) On this date, the Court entered a Final Order Approving Class Action Settlement and Certifying Settlement Class (“Final Order) (Dkt. No. _____); and
- (2) For the reasons stated in the Court’s Final Order, judgment is entered in accordance with the Final Order and Settlement Agreement, and all claims in this Action are hereby dismissed with prejudice, without costs to any party, except as otherwise provided in the Final Order or Settlement Agreement.

SO ORDERED this ___ day of _____ 2024.

Hon. Geoffrey W. Crawford
United States District Judge

**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] FINAL ORDER APPROVING CLASS SETTLEMENT AND
CERTIFYING SETTLEMENT CLASS**

WHEREAS, the Court, having considered the Settlement Agreement filed [REDACTED], 2024 (the “Settlement Agreement”) between and among Class Representatives, through Class Counsel, and Defendants Fisher-Price, Inc. (“Fisher-Price”) and Mattel, Inc. (“Mattel”) (collectively “Defendants”), the Court’s [REDACTED], 2024 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Settlement Class Members, and Scheduling Final Approval Hearing (Dkt. No. [REDACTED]) (the “Preliminary Approval Order”), having held a Final Approval Hearing on [REDACTED], 2024, and having considered all of the submissions and arguments with respect to the Settlement Agreement and related documents and exhibits, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

IT IS HERBY ORDERED AND ADJUDGED AS FOLLOWS:

1. This Final Order Approving Class Action Settlement and Certifying Settlement Class (“Final Order”) incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meaning for purposes of this Final Order and accompanying Final Judgment.

Personal Jurisdiction and Venue

2. The Court has personal jurisdiction over all parties in the Action, including, but not limited to all Settlement Class Members, and has subject matter jurisdiction over the Action, including, without limitation, jurisdiction to approve the Settlement Agreement, grant final certification of the Settlement Class, settle and release all claims released in the Settlement Agreement, and dismiss the Action with prejudice and enter final judgment in each Action.

3. 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.

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

3. Based on the record before the Court, including all submissions in support of the settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby grants final certification of the following nationwide Class (the “Settlement Class”) for settlement purposes only:

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.

4. The Court finds that only those persons/entities/organizations listed on Appendix to this Final Order have timely and properly excluded themselves from the Settlement Class and, therefore, are not bound by this Final Order or the accompanying Final Judgment.

5. The Court finds that, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon occurrence of the Effective Date, the Settlement Class meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3):

- a. *Numerosity.* The Settlement Class, which is ascertainable, consists of current and former purchasers or owners of more than 4.7 million RNPS located throughout the United States, its territories and possessions, and satisfies the numerosity requirement of Fed. R. Civ. P. 23(a)(1). Joinder of these widely dispersed, numerous Settlement Class Members into one suit 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)). Thus, the Rule 23(a)(1) numerosity requirement is met.
- b. *Commonality.* There are multiple questions of law or fact common to the Settlement Class with regard to the alleged activities of Defendants in this case.

These issues are sufficient to establish commonality under Fed. R. Civ. P. 23(a)(2). *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 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.”).
- d. *Adequacy.* The Court finds 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, Rule 23(a)(4) is satisfied.
- e. *Predominance and Superiority.* 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. The Court grants final appointment of 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 and Renee Wray, as Class Representatives. The Court finds that these Settlement Class Members have adequately represented the Settlement Class for the purposes of entering into and implementing the Settlement Agreement. The Court grants final appointment Demet Basar, James Eubank, and Paul Evans of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. as Class Counsel.

7. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

Class Notice

8. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order (Dkt. No. ____). The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Settlement Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process

Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

9. The Court further finds that Defendants, through the Settlement Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. §1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period to comment on or object to the Settlement Agreement before entering its Final Order and Final Judgment.

Final Approval of the Settlement

10. The Court finds that the Settlement Agreement resulted from extensive arm's length, good faith negotiations between Plaintiffs' Counsel and Defendants, through experienced counsel, with the assistance and oversight of three highly-regarded mediators—Christopher Ekman of CooganEkman LLC, Ms. Jill R. Sperber of Sperber Dispute Resolution and the Honorable Margaret Morrow of Judicate West.

11. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves, in all respects, the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Settlement Class Members, except those identified on Appendix , and it is to be preclusive in the Action. The decisions of the Settlement Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to the Agreement are final and not appealable.

12. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on, among other things, the following nine factors: “(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *See Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 117 (2d Cir. 2005) (quoting *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974)). Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh in favor of approving the settlement: (1) the adequacy of representation by Class Representatives and Plaintiffs’ Counsel; (2) whether settlement negotiations were done fairly at arm’s length; (3) the adequacy of relief provided under the settlement—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 (4) the equity of treatment of class members relative to one another. FED. R. CIV. P. 23(e)(2) (amended Dec. 2018).

13. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement

as: (i) shall be consistent in all material respects with this Final Order, and (ii) do not limit the rights of the Class.

14. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

Class Counsel's Application for Attorneys' Fees, Costs and Expenses, and Service Awards to Class Representatives

[To be completed after Class Counsel submits Fee Application and request for service awards to Class Representatives.]

Release and Waiver

15. All claims asserted against Defendants in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

16. Upon entry of this Final Order and the Final Judgment, Plaintiffs, Class Representatives, and each member of the Settlement Class (except those listed on Appendix [redacted]), on behalf of themselves and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is or will be entitled to assert any claim on behalf of any Class Member (the "Releasers"), hereby waive and release, forever discharge and hold harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen

or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether patent or latent, concealed or overt, direct, representative, class or individual in nature, in any forum (“Claims”) that the Releasers, and each of them, had, has, or may have in the future arising out of, in any way relating to, or in connection with, the RNPS that were or could have been asserted in the Action, including claims alleging false advertising, breach of implied warranties, Released Parties’ statements or omissions or conduct regarding the Recall, and Released Parties’ marketing, representations or omissions regarding the RNPS, including relating to the safety, detection or resolution of alleged concerns regarding the RNPS, including unknown claims (“Released Claims”); provided, however, that the Released Claims shall not include claims for wrongful death, personal injury and property damage.

17. By not excluding themselves from the Action, and to the fullest extent they may lawfully waive such rights, all Class Representatives and Settlement Class Members are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

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

18. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Settlement Class Members not listed on **Appendix**.

Stay/Bar of Other Proceedings

19. All Class Representatives, Settlement Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in

any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action covered by the Release. In addition, all Class Representatives, Settlement Class Members and all persons in active concert or participation with Settlement Class Members are permanently barred and enjoined from organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit based on or relating to the claims and causes of action in the Consolidated Class Action Complaint in the Action, or the Release in the Settlement Agreement Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

Other Provisions

20. Without affecting the finality of this Final Order or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order and the accompanying Final Judgment, to protect and effectuate this Final Order and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the Class Representatives, and each Settlement Class Member not listed on **Appendix** are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement

Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

21. In the event that the Effective Date does not occur, certification of the Settlement Class shall be automatically vacated and this Final Order and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

22. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and the accompanying Final Judgment and do not limit the rights of Settlement Class Members under the Settlement Agreement.

23. Nothing in this Final Order or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

24. Neither this Final Order nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Fisher-Price, Mattel and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order, the accompanying Final Judgment and any other related document is binding on and shall have *res judicata*, collateral estoppel, and/or

preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above, in Paragraphs 14-19, asserting a released claim against any of the Released Parties.

25. 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.

26. Any confidential information made available to Class Representatives and Plaintiffs' 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 Plaintiffs' 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.

27. A copy of this Final Order shall be filed in, and applies to, the Action.

SO ORDERED this ____ day of _____ 2024.

Hon. Geoffrey W. Crawford
United States District Judge