

**EXHIBIT I**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

In re MATTEL, INC., TOY LEAD  
PAINT PRODUCTS LIABILITY  
LITIGATION

Case No. 2:07-ml-01897-DSF-AJW

**ORDER APPROVING CLASS  
ACTION SETTLEMENT**

1 Plaintiffs and Mattel, as those terms are defined in the Stipulation of Class  
2 Action Settlement dated October 12, 2009 (the “Agreement” or “Stipulation”), by  
3 and through their respective counsel, having executed and filed the Agreement with  
4 the Court;

5 The Court having entered an Order Preliminarily Approving Class Action  
6 Settlement, Conditionally Certifying Settlement Class, Providing for Notice and  
7 Scheduling Order on October 23, 2009 (“Preliminary Approval Order”), directing  
8 that Notice be provided to the Settlement Class; scheduling a Final Approval  
9 Hearing to determine whether to finally approve the Settlement, to finally certify  
10 the Settlement Class, and to award Attorneys’ Fees and Expenses and/or Incentive  
11 Awards; and to consider any objections properly and timely presented; and

12 The Court having held a Final Approval Hearing on March 15, 2010, at  
13 which all interested Persons were given the opportunity to be heard and having  
14 heard and considered all submissions in connection with the proposed Settlement  
15 and the files and records herein, as well as the arguments of counsel,

16 The Court finds and concludes:

17 1. This Order incorporates by reference the definitions in the Agreement,  
18 and all terms used herein shall have the same meanings as set forth in the  
19 Agreement unless set forth differently herein.

20 2. This Action is a consolidation of ten actions filed in, or removed to,  
21 federal courts and transferred to this District pursuant to 28 U.S.C. §1407, and  
22 twelve actions then pending in this District, all of which arose out of the recall or  
23 withdrawal of the Recalled Toys by Mattel.

24 3. Plaintiffs filed a Second Consolidated Amended Complaint (the  
25 “Complaint”) naming Mattel, Inc., Fisher-Price, Inc., and certain retailer entities as  
26 defendants.

27 4. The Complaint sets forth claims under federal law, the laws of  
28 California and all other States, all of which are based up the design, manufacture,

1 marketing, distribution, sale, donation, withdrawal and/or recall of the Recalled  
2 Toys due to the presence of lead, lead paint, and magnets that could become  
3 detached.

4 5. The Settlement Class was conditionally certified by the Court's  
5 Preliminary Approval Order, defined as:

6 All Persons who (a) purchased or acquired (including by  
7 gift) a new Recalled Toy for or on behalf of themselves or  
8 a minor child over whom they have custody and control  
9 as a parent or guardian, or to be given as a gift to another  
10 Person; or (b) are the parent or guardian of a minor child  
11 who purchased or acquired (including by gift) a new  
12 Recalled Toy.

13 Excluded from the Settlement Class are: (1) all Persons  
14 who purchased or acquired a Recalled Toy for resale, or  
15 purchased or acquired a used Recalled Toy; (2) all  
16 Defendants and their affiliated entities, legal  
17 representatives, assigns, and successors; (3) any Person  
18 who filed a valid, timely Request For Exclusion; and (4)  
19 the Judges to whom this Action is assigned and any  
20 members of their immediate families.

21 6. The Court has jurisdiction over the subject matter of this Action and  
22 all Parties to the Action, including all Settlement Class Members (as defined  
23 above), including, without limitation, jurisdiction to approve the proposed  
24 Settlement, grant final certification of the Settlement Class, and dismiss this Action  
25 on the merits and with prejudice.

26 7. The Court finds that, for purposes of approving and effectuating the  
27 Settlement embodied in the Agreement, the prerequisites for certifying this Action  
28 as a class action under Federal Rule of Civil Procedure 23(a) and (b)(3) have been  
met, in that: (a) the Members of the Settlement Class are so numerous that joinder  
of all individual Settlement Class Members is impracticable; (b) there are questions  
of law and fact common to the Settlement Class, which questions predominate over  
individual questions; (c) the claims of the Class Representatives are typical of the  
Settlement Class Members; (d) the Class Representatives and Co-Lead Counsel  
have fairly and adequately represented the interests of the Settlement Class and will

1 continue to do so; and (e) a class action is superior to other available methods for  
2 the fair and efficient adjudication of the issues relating to the Settlement.

3 8. The Class Representatives appointed in this Court's Order  
4 Preliminarily Approving Class Action Settlement have fairly and adequately  
5 represented the Settlement Class throughout the proceedings and are hereby finally  
6 confirmed and appointed as Class Representatives.

7 9. Having considered the factors set forth in Federal Rule of Civil  
8 Procedure 23(g)(1), the Court finds that Co-Lead Counsel have fairly and  
9 adequately represented the Settlement Class throughout the proceedings and for  
10 purposes of entering into and implementing the Settlement, and appoints Co-Lead  
11 Counsel as Class Counsel to represent the Settlement Class.

12 10. The Agreement provides for a full and final resolution of this Action,  
13 subject to the approval of the Court and the entry of this Order Approving  
14 Settlement. Pursuant to Federal Rule of Civil Procedure 23(c), the Court scheduled  
15 a Final Approval Hearing to consider approval of the Settlement.

16 11. The Court directed that Notice be given directly by mail or email to  
17 those Settlement Class Members who could be identified and to all other Settlement  
18 Class Members by publication, pursuant to the Notice Program proposed by the  
19 Parties and approved by the Court. In accordance with the Court's Preliminary  
20 Approval Order and the Court-approved Notice Program, the Class Administrator  
21 caused to be mailed or emailed to identified potential Settlement Class Members  
22 the Class Notice, which is Exhibit L to the Stipulation, and caused to be published a  
23 Summary Notice of the proposed Settlement, which is Exhibit C to the Stipulation,  
24 and made available to Settlement Class Members on the settlement website and up  
25 request, the long-form Notice, which is Exhibit B to the Stipulation (collectively the  
26 "Notices"). The Notices advised Settlement Class Members of the terms of the  
27 Settlement; of the Hearing, and their right to appear at such Hearing; of their rights  
28 to remain in, or opt out of, the Settlement Class and to object to the Settlement; of

1 procedures for exercising such rights; and of the binding effect of this Order in this  
2 Action, whether favorable or unfavorable, to the Settlement Class.

3 12. Pursuant to Federal Rule of Civil Procedure 23(c)(2) and (e), the  
4 Notices provided to the Settlement Class constitute the best and most practicable  
5 notice under the circumstances. Individual notice in the form of the Class Notice  
6 was mailed or emailed to all potential Settlement Class Members for whom  
7 identification could be obtained by Defendants with reasonable efforts. The Notice  
8 Program was designed to include publications, both print and electronic, that were  
9 most likely to be read by Settlement Class Members. The Declaration from the  
10 Claims Administrator, attesting to the dissemination of the Notices, demonstrates  
11 compliance with this Court's Preliminary Approval Order. The Settlement Class  
12 received valid, due, and sufficient notice that complied fully with Federal Rule of  
13 Civil Procedure 23 and the Constitutional requirements of due process.

14 13. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds,  
15 after a hearing and based up all submissions of the Parties and Interested Persons,  
16 that the Settlement proposed by the Parties is fair, reasonable, and adequate as to  
17 the Settlement Class Members. The terms and provisions of the Agreement are the  
18 product of lengthy, arms-length negotiations conducted in good faith and with the  
19 assistance of an experienced mediator, Hon. Daniel Weinstein (ret.) of JAMS.  
20 Approval of the Agreement will result in substantial savings of time, money and  
21 effort to the Court and the Parties, and will further the interests of justice.

22 NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS ORDERED,  
23 DECREED, AND ADJUDGED:

24 1. The terms and provisions of the Agreement, including all Exhibits  
25 thereto, are hereby fully and finally approved as fair, reasonable and adequate as to,  
26 and in the best interests of, each of the Parties and the Settlement Class, and in full  
27 compliance with all applicable requirements of the Federal Rules of Civil  
28 Procedure, the United States Constitution (including the due process clause), and

1 any other applicable law. The second sentence of Section I.1 of the Agreement is  
2 modified to require payment by Mattel within ten (10) business days of any award  
3 of Attorneys' Fees and Expenses to Co-Lead Counsel and is otherwise approved.  
4 The third sentence of Section I.3 of the Agreement is modified to require payment  
5 by Mattel to Co-Lead Counsel within ten (10) business days of any award of  
6 Incentive Awards to the Class Representatives and is otherwise approved. The  
7 Notice Program complies in all respects with the requirements of Federal Rule of  
8 Civil Procedure 23 and Constitutional due process by providing due, adequate, and  
9 sufficient notice to the Settlement Class. The Parties and the Claims Administrator  
10 are ordered to effectuate the Settlement in accordance with its terms. The terms of  
11 the Agreement are fully incorporated into this Order as if set forth fully herein.

12 2. The Court has reviewed and considered the objections to the terms of  
13 the Settlement, the responses of Parties as set forth in their briefs, and the oral  
14 arguments presented at the hearing. The Court finds that the objections to be  
15 without merit, and each is overruled.

16 3. Pursuant to Federal Rule of Civil Procedure 23 and for purposes of the  
17 Settlement only, the Court finally certifies this Action as a class action brought by  
18 the Class Representatives on behalf of the Settlement Class as defined above with  
19 respect to all of the claims alleged in the Complaint.

20 4. Excluded from the Settlement Class are those Persons who have filed  
21 valid Requests for Exclusion ("Opt-Outs"). A list of those Persons is attached as  
22 Exhibit 1. The Opt-Outs are not bound by the Settlement and may pursue their own  
23 individual remedies against Defendants and the Released Parties. However, such  
24 Persons are not entitled to any rights or benefits provided to Settlement Class  
25 Members by the terms of the Settlement.

26 5. All Settlement Class Members are bound by this Order and by the  
27 terms and provisions of the Agreement incorporated herein.

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1           6.     The Released Parties are forever released and discharged from any and  
2 all of the Released Claims. The Releasing Parties are forever barred and enjoined  
3 from asserting, instituting or prosecuting, directly or indirectly, any Released Claim  
4 in any court or other forum against any of the Released Parties. However, no  
5 Releasing Party shall be deemed to be barred or enjoined from bringing any  
6 individual claim for personal injury on behalf of themselves or any minor child of  
7 whom they have custody or control as a parent or guardian (including, without  
8 limitation, individual claims for testing, medical monitoring or medical treatment,  
9 whether asserted as a claim for damages or as a remedy; provided, however, that  
10 the cost of any lead testing of a minor child that is reimbursed by Mattel to a  
11 Settlement Class Member pursuant to the Settlement shall be included in the term  
12 “Released Claim”) relating to a Recalled Toy. All Settlement Class Members are  
13 bound by the Covenant Not To Sue and are forever barred and enjoined from taking  
14 any action in violation of the Covenant Not To Sue.

15           7.     None of the provisions of the Agreement, this Order or the fact of the  
16 Settlement constitutes any admission by any of the Parties of any liability,  
17 wrongdoing or violation of law, damages or lack thereof, or of the validity or  
18 invalidity of any claim or defense asserted in the Action. None of the provisions of  
19 this Agreement, this Order, the fact of the Settlement, the proceedings related to the  
20 Settlement, the Parties’ negotiations or any documents related thereto may be  
21 offered or received in evidence, or construed as an admission, concession,  
22 presumption or inference against any Party in any proceeding, except insofar as  
23 may be necessary to effectuate or enforce the terms of the Agreement and this  
24 Order.

25           8.     In accordance with the terms of the Agreement and prior orders of this  
26 Court, Settlement Class Members are deemed to have waived and released all  
27 claims relating to the disposal or destruction of toys by Mattel, so long as such  
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1 disposal or destruction was consistent with the terms of the Agreement and this  
2 Court's orders.

3 9. No opinions concerning the tax consequences of the Settlement to  
4 Settlement Class Members have been given, and no representations or warranties  
5 regarding such tax consequences are made in the Agreement. The Parties and their  
6 respective counsel shall not be liable for any tax consequences that result from the  
7 implementation of this Settlement. Settlement Class Members must consult their  
8 own tax advisors regarding the tax consequences of the Settlement, including any  
9 payments or credits provided or relief awarded under the Settlement and any tax  
10 reporting obligations with respect to it.

11 10. The Court reserves jurisdiction over the implementation,  
12 administration and enforcement of this Order, the Agreement, and all other matters  
13 that the Court may deem ancillary thereto, including, without limitation, the award  
14 of Attorneys' Fees and Expenses to Co-Lead Counsel and Incentive Awards to the  
15 Class Representatives. Nothing in this Order shall preclude any action to enforce  
16 the terms of the Agreement; nor shall anything in this Order preclude Plaintiffs or  
17 Settlement Class Members from participating in the Claims process described in the  
18 Agreement if they are entitled to do so under the terms of the Agreement.

19 11. Further proceedings in the Court related to the award of Attorneys'  
20 Fees and Expenses to Co-Lead Counsel and Incentive Awards to Class  
21 Representatives shall not affect the finality of this Order or delay the Effective  
22 Date.

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12. The Parties are authorized, without needing further approval from the Court, to agree to and adopt such modifications and expansions of the Agreement, including without limitation, the forms to be used in the Claims process, that are consistent with this Order and do not limit the rights of Settlement Class Members under the Agreement.

Dated: 3/24/10

IT IS SO ORDERED.



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Hon. Dale S. Fischer  
United States District Judge

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# EXHIBIT 1

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**EXHIBIT 1**

**Persons Who Requested To Be Excluded From The Class**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>
Aiello	William
Benson	Dan
Benson	Denise
Benson	Ricki
Blas	Rhonda
Buell	Audra
Burch	David
Chamberlain	Tracy
Feldman	Maralee
Garland	Stephanie
Gleason	Jean
Harbaugh	Jill
Helm	Erika
Herrell <sup>1</sup>	Pam
Keranen	J.
Kolick	Anne
Lawson	Lori
Littlefield	Wayne
Mahoney	Karen
Means	Star
Miramontes	Sheila
Nesty	Rene
Perez <sup>2</sup>	Victor
Robinson	Renita
Rose	Loretta
Rowland	Debbie
Seidel	Darin
Seidel	Karen
Sippy	Steve
Skeete	Stacy
Stevens	Rosemarie
Swartz	Shane
Tucker	Jaclyn
Turnblom	Eileen
Walla	Glen
Wells	Cassie
Wilkerson	Cindy
Yezik	Jennifer

<sup>1</sup> Original Data File lists Jimmy Herrel at matching address.

<sup>2</sup> Late filed; all Parties waived objections as to its timeliness.