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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

IN RE MATTEL, INC. SECURITIES  
LITIGATION

Case No. 2:19-cv-10860-MCS-PLA

~~PROPOSED~~ **JUDGMENT  
APPROVING CLASS ACTION  
SETTLEMENT**

1 WHEREAS, a securities class action is pending in this Court entitled *In re*  
2 *Mattel, Inc. Securities Litigation*, Case No. 2:19-cv-10860-MCS-PLA (the  
3 “Action”);

4 WHEREAS, on October 6, 2021, the Court issued an Order certifying a class  
5 consisting of all persons and entities who purchased or otherwise acquired the  
6 common stock of Mattel from August 2, 2017 to August 8, 2019, inclusive, and who  
7 were damaged thereby (the “Class”). The Court also certified a subclass (the “PwC  
8 Subclass”) consisting of all persons and entities who purchased or otherwise  
9 acquired the common stock of Mattel from February 27, 2018 to August 8, 2019,  
10 inclusive, and who were damaged thereby;<sup>1</sup>

11 WHEREAS, (a) DeKalb County Employees Retirement System and New  
12 Orleans Employees’ Retirement System (together, “Lead Plaintiffs”), on behalf of  
13 themselves and the Class; and (b) Defendants Mattel, Inc. (“Mattel” or the  
14 “Company”), Margaret H. Georgiadis, Joseph J. Euteneuer, and Kevin Farr  
15 (collectively, with Mattel, the “Mattel Defendants”), PricewaterhouseCoopers LLP  
16 (“PwC”), and Joshua Abrahams (collectively with the Mattel Defendants and PwC,  
17 “Defendants”) have entered into a Stipulation and Agreement of Settlement dated  
18 November 23, 2021 (the “Stipulation”), that provides for a complete dismissal with  
19 prejudice of the claims asserted in the Action on the terms and conditions set forth  
20 in the Stipulation, subject to the approval of this Court (the “Settlement”);

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22  
23 <sup>1</sup> Excluded from the Class and PwC Subclass are Defendants Mattel, Inc., Margaret  
24 H. Georgiadis, Joseph J. Euteneuer, Kevin Farr, PricewaterhouseCoopers LLP, and  
25 Joshua Abrahams; the officers, directors, and affiliates of Defendants; members of  
26 Defendants’ Immediate Families and their legal representatives, heirs, successors or  
27 assigns; and any entity in which Defendants have or had a controlling interest. Also  
28 excluded from the Class and PwC Subclass are the persons or entities listed on  
Exhibit 1 hereto, who or which are excluded pursuant to request.

1 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms  
2 herein shall have the same meaning as they have in the Stipulation;

3 WHEREAS, by Order dated January 18, 2022 (the “Preliminary Approval  
4 Order”), this Court: (a) found, pursuant to Rule 23(e)(1)(B), that it would likely be  
5 able to approve the Settlement as fair, reasonable, and adequate under Rule 23(e)(2);  
6 (b) ordered that notice of the proposed Settlement be provided to potential Class  
7 Members; (c) provided Class Members with the opportunity either to exclude  
8 themselves from the Class or to object to the proposed Settlement; and (d) scheduled  
9 a hearing regarding final approval of the Settlement;

10 WHEREAS, due and adequate notice has been given to the Settlement Class;

11 WHEREAS, the Court conducted a hearing on May 2, 2022 (the “Settlement  
12 Hearing”) to consider, among other things, (a) whether the terms and conditions of  
13 the Settlement are fair, reasonable, and adequate to the Class, and should therefore  
14 be approved; and (b) whether a judgment should be entered dismissing the Action  
15 with prejudice as against the Defendants; and

16 WHEREAS, the Court having reviewed and considered the Stipulation, all  
17 papers filed and proceedings held herein in connection with the Settlement, all oral  
18 and written comments received regarding the Settlement, and the record in the  
19 Action, and good cause appearing therefor;

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

21 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the  
22 Action, and all matters relating to the Settlement, as well as personal jurisdiction  
23 over all of the Parties and each of the Class Members.

24 2. **Incorporation of Settlement Documents** – This Judgment  
25 incorporates and makes a part hereof: (a) the Stipulation filed with the Court on  
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1 November 24, 2021; and (b) the Notice and the Summary Notice, both of which  
 2 were filed with the Court on March 28, 2022.

3 3. **Notice** – The Court finds that the dissemination of the Notice and the  
 4 publication of the Summary Notice: (a) were implemented in accordance with the  
 5 Preliminary Approval Order; (b) constituted the best notice practicable under the  
 6 circumstances; (c) constituted notice that was reasonably calculated, under the  
 7 circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) the  
 8 effect of the proposed Settlement (including the Releases to be provided thereunder);  
 9 (iii) Lead Counsel’s motion for attorneys’ fees and Litigation Expenses; (iv) their  
 10 right to object to any aspect of the Settlement, the Plan of Allocation and/or Lead  
 11 Counsel’s motion for attorneys’ fees and Litigation Expenses; (v) their right to  
 12 exclude themselves from the Class; and (vi) their right to appear at the Settlement  
 13 Hearing; (d) constituted due, adequate, and sufficient notice to all persons and  
 14 entities entitled to receive notice of the proposed Settlement; and (e) satisfied the  
 15 requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States  
 16 Constitution (including the Due Process Clause), the Private Securities Litigation  
 17 Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable laws  
 18 and rules. The Court further finds that the notice requirements set forth in the Class  
 19 Action Fairness Act of 2005, 28 U.S.C. § 1715, have been satisfied.

20 4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to,  
 21 and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this  
 22 Court hereby fully and finally approves the Settlement set forth in the Stipulation in  
 23 all respects (including, without limitation, the amount of the Settlement, the Releases  
 24 provided for therein, and the dismissal with prejudice of the claims asserted against  
 25 Defendants in the Action), and finds that the Settlement is, in all respects, fair,  
 26 reasonable and adequate to the Class and PwC Subclass. Specifically, the Court

1 finds that (a) Lead Plaintiffs and Lead Counsel have adequately represented the  
2 Class and PwC Subclass; (b) the Settlement was negotiated by the Parties at arm's  
3 length; (c) the relief provided under the Settlement is adequate taking into account  
4 the costs, risks, and delay of trial and appeal, the proposed means of distributing the  
5 Settlement Fund to the Class, and the proposed attorneys' fee award; and (d) the  
6 Settlement treats members of the Class equitably relative to each other. The Parties  
7 are directed to implement, perform, and consummate the Settlement in accordance  
8 with the terms and provisions contained in the Stipulation.

9 5. The Action and all of the claims asserted against Defendants in the  
10 Action by Lead Plaintiffs and the other Class Members are hereby dismissed with  
11 prejudice as to all Defendants. The Parties shall bear their own costs and expenses,  
12 except as otherwise expressly provided in the Stipulation.

13 6. **Binding Effect** – The terms of the Stipulation and of this Judgment  
14 shall be forever binding on Defendants, Lead Plaintiffs, and all other Class Members  
15 (regardless of whether or not any individual Class Member submits a Claim Form  
16 or seeks or obtains a distribution from the Net Settlement Fund), as well as their  
17 respective successors and assigns. The persons and entities listed on Exhibit 1 hereto  
18 are excluded from the Class pursuant to request and are not bound by the terms of  
19 the Stipulation or this Judgment.

20 7. **Releases** – The Releases set forth in paragraphs 4 and 5 of the  
21 Stipulation, together with the definitions contained in paragraph 1 of the Stipulation  
22 relating thereto, are expressly incorporated herein in all respects. The Releases are  
23 effective as of the Effective Date. Accordingly, this Court orders that:

24 (a) Without further action by anyone, and subject to paragraph 8  
25 below, upon the Effective Date of the Settlement, Lead Plaintiffs and each of  
26 the other Class Members, on behalf of themselves, and their respective heirs,  
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1 executors, administrators, predecessors, successors, and assigns, in their  
2 capacities as such, shall be deemed to have, and by operation of law and of  
3 the judgment shall have, fully, finally, and forever compromised, settled,  
4 released, resolved, relinquished, waived, and discharged each and every  
5 Released Plaintiffs' Claim against Defendants and the other Defendants'  
6 Releasees, and shall forever be barred and enjoined from prosecuting any or  
7 all of the Released Plaintiffs' Claims against any of the Defendants'  
8 Releasees.

9 (b) Without further action by anyone, and subject to paragraph 8  
10 below, upon the Effective Date of the Settlement, Defendants, on behalf of  
11 themselves, and their respective heirs, executors, administrators,  
12 predecessors, successors, and assigns, in their capacities as such, shall be  
13 deemed to have, and by operation of law and of the judgment shall have, fully,  
14 finally, and forever compromised, settled, released, resolved, relinquished,  
15 waived, and discharged each and every Released Defendants' Claim against  
16 Lead Plaintiffs and the other Plaintiffs' Releasees, and shall forever be barred  
17 and enjoined from prosecuting any or all of the Released Defendants' Claims  
18 against any of the Plaintiffs' Releasees. This Release shall not apply to any  
19 person or entity listed on Exhibit 1 hereto.

20 8. Notwithstanding paragraphs 7(a) – (b) above, nothing in this Judgment  
21 shall bar any action by any of the Parties to enforce or effectuate the terms of the  
22 Stipulation or this Judgment.

23 9. **Rule 11 Findings** – The Court finds and concludes that the Parties and  
24 their respective counsel have complied in all respects with the requirements of Rule  
25 11 of the Federal Rules of Civil Procedure in connection with the institution,  
26 prosecution, defense, and settlement of the Action.

1           10. **No Admissions** – Neither this Judgment, the Term Sheet, the  
2 Stipulation, including the exhibits thereto and the Plan of Allocation contained  
3 therein (or any other plan of allocation that may be approved by the Court), the  
4 negotiations leading to the execution of the Term Sheet and the Stipulation, nor any  
5 proceedings taken pursuant to or in connection with the Term Sheet and the  
6 Stipulation, or the approval of the Settlement (including any arguments proffered in  
7 connection therewith):

8           (a) shall be offered against any of the Defendants' Releasees as  
9 evidence of, or construed as, or deemed to be evidence of any presumption,  
10 concession, or admission by any of the Defendants' Releasees with respect to  
11 the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that  
12 was, could have been, or could in the future be asserted or the deficiency of  
13 any defense that has been, could have been, or could in the future be asserted  
14 in this Action or in any other litigation, or of any liability, negligence, fault,  
15 or other wrongdoing of any kind of any of the Defendants' Releasees or in  
16 any way referred to for any other reason as against any of the Defendants'  
17 Releasees, in any civil, criminal, arbitration, or administrative action or  
18 proceeding, other than such proceedings as may be necessary to effectuate the  
19 provisions of the Stipulation;

20           (b) shall be offered against any of the Plaintiffs' Releasees, as  
21 evidence of, or construed as, or deemed to be evidence of any presumption,  
22 concession, or admission by any of the Plaintiffs' Releasees that any of their  
23 claims are without merit, that any of the Defendants' Releasees had  
24 meritorious defenses, or that damages recoverable under the Complaint would  
25 not have exceeded the Settlement Amount or with respect to any liability,  
26 negligence, fault, or wrongdoing of any kind, or in any way referred to for any  
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1 other reason as against any of the Plaintiffs' Releasees, in any civil, criminal,  
2 arbitration, or administrative action or proceeding, other than such  
3 proceedings as may be necessary to effectuate the provisions of this  
4 Stipulation; or

5 (c) shall be construed against any of the Releasees as an admission,  
6 concession, or presumption that the consideration to be given hereunder  
7 represents the amount which could be or would have been recovered after  
8 trial;

9 *provided, however,* that the Parties and the Releasees and their respective counsel  
10 may refer to this Judgment and the Stipulation to effectuate the protections from  
11 liability granted hereunder and thereunder or otherwise to enforce the terms of the  
12 Settlement.

13 11. **Bar Order** – The Court hereby enters a bar order consistent with the  
14 full extent of the Private Securities Litigation Reform Act (“PSLRA”), 15 U.S.C.  
15 § 78u-4(f)(7)(A), barring all future claims for contribution or indemnity (or any  
16 other claim or claim-over, however denominated on whatsoever theory, for which  
17 the injury claimed is that person’s or entity’s alleged liability to Lead Plaintiffs or  
18 Class Members) among and against Lead Plaintiffs, any and all Class Members, and  
19 the Defendants’ Releasees arising out of the Action and Released Claims (“Bar  
20 Order”), provided, however, that the Bar Order shall not preclude either (i)  
21 Defendants’ Releasees from seeking to enforce any rights they may have under any  
22 applicable insurance policies, or (ii) any right of indemnification or contribution that  
23 the Individual Defendants may have under contract or otherwise.

24 12. **Retention of Jurisdiction** – Without affecting the finality of this  
25 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:  
26 (a) the Parties for purposes of the administration, interpretation, implementation, and  
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1 enforcement of the Settlement, including enforcement of the permanent injunctions  
2 included therein; (b) the disposition of the Settlement Fund; (c) any motion for an  
3 award of attorneys' fees and/or Litigation Expenses by Lead Counsel in the Action  
4 that will be paid from the Settlement Fund; (d) any motion to approve the Plan of  
5 Allocation; (e) any motion to approve the Class Distribution Order; and (f) the Class  
6 Members for all matters relating to the Action.

7 13. Separate orders shall be entered regarding approval of a plan of  
8 allocation and the motion of Lead Counsel for attorneys' fees and Litigation  
9 Expenses. Such orders shall in no way affect or delay the finality of this Judgment  
10 and shall not affect or delay the Effective Date of the Settlement.

11 14. **Modification of the Agreement of Settlement** – Without further  
12 approval from the Court, Lead Plaintiffs and Defendants are hereby authorized to  
13 agree to and adopt such amendments or modifications of the Stipulation or any  
14 exhibits attached thereto to effectuate the Settlement that: (a) are not materially  
15 inconsistent with this Judgment; and (b) do not materially limit the rights of Class  
16 Members in connection with the Settlement. Without further order of the Court,  
17 Lead Plaintiffs and Defendants may agree to reasonable extensions of time to carry  
18 out any provisions of the Settlement.

19 15. **Termination of Settlement** – If the Settlement is terminated as  
20 provided in the Stipulation or the Effective Date of the Settlement otherwise fails to  
21 occur, this Judgment shall be vacated, rendered null and void, and be of no further  
22 force and effect, except as otherwise provided by the Stipulation, and this Judgment  
23 shall be without prejudice to the rights of Lead Plaintiffs, the other Class Members,  
24 and Defendants, and the Parties shall revert to their respective positions in the Action  
25 immediately prior to the execution of the Term Sheet on October 28, 2021, as  
26 provided in the Stipulation.

1 16. **Entry of Final Judgment** – There is no just reason to delay the entry  
2 of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the  
3 Court is expressly directed to immediately enter this final judgment in this Action.

4 SO ORDERED this 18<sup>th</sup> day of May, 2022.  
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8 Mark C. Scarsi  
9 United States District Judge  
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**Exhibit 1**

1. Carollee E. Brue  
Brodheads ville, PA
2. Barbara Buchanan  
Etowah, NC
3. Emily M. Clayton, Trustee  
Bosque Farms, NM
4. Bruce A. Dauzat  
Leesville, LA
5. Roger D. Deminna  
Salem, OR
6. Cynthia A. Hach  
Mazomanie, WI
7. Steven J. Hermsen  
Hudson, WI
8. James J. Loftus & Maryann Loftus Trust 10/23/2015  
Loftus Living Trust  
Bowie, MD
9. Julio A. Lopez  
Pembroke Pines, FL
10. Estate of Linda Susan Luckjohn  
by Larry L. Luckjohn  
Jackson, WI
11. Charles L. Kersey  
Las Vegas, NV
12. Joshua S. Mayer  
Colorado Springs, CO