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*Lead Counsel for Lead Plaintiffs and  
the Class*

[Additional counsel appear on signature  
page]

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

*In re Mattel, Inc. Securities  
Litigation*

Case No. 2:19-cv-10860-MCS (PLAx)

**SUPPLEMENTAL DECLARATION  
OF JOHN RIZIO-HAMILTON**

Judge: Hon. Mark C. Scarsi  
Courtroom: 7C, 7th Floor  
Date: May 2, 2022  
Time: 9:00 a.m.

1 I, JOHN RIZIO-HAMILTON, declare as follows:

2 1. I am a partner in the law firm of Bernstein Litowitz Berger &  
3 Grossmann LLP (“BLB&G”). BLB&G serves as Lead Counsel for the Class and  
4 counsel for Lead Plaintiffs DeKalb County Employees Retirement System and New  
5 Orleans Employees’ Retirement System in the above-captioned action. I submit this  
6 declaration in further support of: (i) Lead Plaintiffs’ motion for final approval of the  
7 proposed Settlement and the proposed Plan of Allocation; and (ii) Lead Counsel’s  
8 motion for attorneys’ fees and litigation expenses.

9 2. Attached hereto are true and correct copies of the following documents:

10 Exhibit 1: Supplemental Declaration of Luiggy Segura Regarding:  
11 (A) Mailing of the Notice and Claim Form; and (B) Report on  
12 Requests for Exclusion Received

13 Exhibit 2: *Hayes v. Harmony Gold Mining Co.*, No. 13-635, Order (2d  
14 Cir. Dec. 16, 2013), ECF No. 141

15 Exhibit 3: David Golvin, ‘*Vexatious*’ *Geologist Makes Class-Action*  
16 *Fights His Business*, Bloomberg, Nov. 10, 2011

17 Exhibit 4: [Proposed] Judgment Approving Class Action Settlement

18 Exhibit 5: [Proposed] Order Approving Plan of Allocation of Net  
19 Settlement Fund

20 Exhibit 6: [Proposed] Order Awarding Attorneys’ Fees and Litigation  
21 Expenses

22 I declare, under penalty of perjury, that the foregoing is true and correct.  
23 Executed April 25, 2022.

24  
25 /s/ John Rizio-Hamilton  
26 John Rizio-Hamilton  
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**CERTIFICATE OF SERVICE**

I certify that, on April 25, 2022, I caused the foregoing Supplemental Declaration of John Rizio-Hamilton and its exhibits to be served on all counsel of record via the ECF filing system and on the following individual by FedEx overnight delivery service:

James J. Hayes  
4024 Estabrook Drive  
Annandale, VA 22003

Date: April 25, 2022

/s/ John Rizio-Hamilton

John Rizio-Hamilton

# **Exhibit 1**

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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 (PLAx)

**SUPPLEMENTAL DECLARATION  
OF LUIGGY SEGURA  
REGARDING: (A) MAILING OF  
THE NOTICE AND CLAIM FORM;  
AND (B) REPORT ON REQUESTS  
FOR EXCLUSION RECEIVED**

Judge: Hon. Mark C. Scarsi  
Courtroom: 7C, 7th Floor  
Date: May 2, 2022  
Time: 9:00 a.m.

1 I, Luiggy Segura, declare as follows:

2 1. I am the Vice President of Securities Operations at JND Legal  
3 Administration (“JND”). Pursuant to the Court’s Order Re: Motion for Preliminary  
4 Approval of Class Action Settlement, dated January 18, 2022 (ECF No. 146) (the  
5 “Preliminary Approval Order”), JND was authorized to act as the Claims  
6 Administrator in connection with the Settlement of the above-captioned action (the  
7 “Action”).<sup>1</sup> I submit this Declaration as a supplement to my earlier declaration, the  
8 Declaration of Luiggy Segura Regarding: (A) Mailing of the Notice and Claim  
9 Form; (B) Publication of the Summary Notice; and (C) Report on Requests for  
10 Exclusion Received to Date, dated March 28, 2022 (ECF No. 149-3) (the “Initial  
11 Mailing Declaration”). I have personal knowledge of the facts set forth herein and,  
12 if called as a witness, could and would testify competently thereto.

13 **CONTINUED MAILING OF THE NOTICE PACKET**

14 2. Since the execution of my Initial Mailing Declaration, JND has  
15 continued to disseminate copies of the Notice and Claim Form (together, the “Notice  
16 Packet”) in response to additional requests from potential Class Members and  
17 nominees. Through April 22, 2022, JND has mailed a total of 194,424 Notice  
18 Packets to potential Class Members and nominees.

19 **TELEPHONE HELPLINE AND WEBSITE**

20 3. JND continues to maintain the toll-free telephone number, 1-877-379-  
21 5987 and interactive voice response system to accommodate any inquiries from  
22 potential members of the Class with questions about the Action and the Settlement.  
23 JND also continues to maintain the settlement website,  
24 ([www.MattelSecuritiesLitigation.com](http://www.MattelSecuritiesLitigation.com)) to assist members of the class. On March  
25

26 \_\_\_\_\_  
27 <sup>1</sup> Unless otherwise defined herein, all capitalized terms have the meanings set forth  
28 in the Stipulation and Agreement of Settlement dated November 23, 2021 (ECF No. 143-1) (the “Stipulation”).

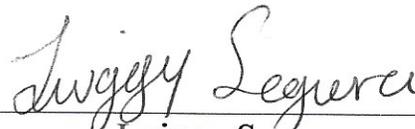
1 29, 2022, JND posted to the website copies of the of the papers filed in support of  
2 Lead Plaintiffs' motion for final approval of the Settlement and Plan of Allocation  
3 and Lead Counsel's motion for attorneys' fees and expenses. JND will continue  
4 maintaining and, as appropriate, updating the website and toll-free telephone number  
5 until the conclusion of the administration.

6 **REPORT ON REQUESTS FOR EXCLUSION RECEIVED**

7 4. The Notice informs potential Class Members that requests for exclusion  
8 from the Class were to be mailed or otherwise delivered, addressed to *Mattel*  
9 *Securities Litigation, EXCLUSIONS*, c/o JND Legal Administration, P.O. Box  
10 91434, Seattle, WA 98111, such that they were received by no later than April 11,  
11 2022. JND has been monitoring all mail delivered to that post office box. JND has  
12 received 12 requests for exclusion. A list of the names of the persons and entities  
13 who submitted requests for exclusion from the Class and their respective cities and  
14 states is set forth in Exhibit 1.

15 5. I declare under penalty of perjury under the laws of the United States  
16 of America that the foregoing is true and correct.

17 Executed this 25 of April 2022, at New Hyde Park, New York.

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22 Luiggy Segura  
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**Exhibit 1**

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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

# **Exhibit 2**

S.D.N.Y.-N.Y.C.  
08-cv-3653  
Jones, J.

United States Court of Appeals  
FOR THE  
SECOND CIRCUIT

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At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 16<sup>th</sup> day of December, two thousand thirteen.

Present:

Robert A. Katzmann,  
*Chief Judge,*  
Dennis Jacobs,  
Rosemary S. Pooler,  
*Circuit Judges.*

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James J. Hayes, individually,  
on behalf of all others similarly situated,

*Plaintiff-Appellant,*

v.

13-635

Certified Class,

*Plaintiff-Appellee,*

v.

Harmony Gold Mining Company Limited,

*Defendant-Appellee,*

Bernard Swanepol, Nomfundo Qangule,

*Defendants.*

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In July 2013, this Court granted the Appellees’ construed motions for summary affirmance, denied the Appellees’ motions for monetary sanctions, and warned Appellant that “the continued filing of duplicative, vexatious, or clearly meritless appeals, motions, or other papers regarding appeals of class action securities fraud claims in the Harmony Gold litigation will result in the imposition of sanctions, which may include a leave-to-file sanction requiring Appellant to obtain permission from this Court prior to filing any further submissions in this Court.” U.S.C.A. dkt. no. 13-635, doc. 107 (Motion Order). Thereafter, Hayes moved for panel rehearing, and the Appellees moved again for monetary sanctions pursuant to Federal Rule of Appellate Procedure 38 and for the imposition of a leave-to-file sanction.

By order entered on October 16, 2013, Appellant was ordered to show cause, within 28 days of the entry of the order, why a leave-to-file sanction and a monetary sanction should not be imposed. The Court deferred decision on the motions for sanctions pending Appellant’s response. *See id.*, doc. 136 (Motion Order). Thereafter, Appellant filed an untimely response.

We find that the imposition of a leave-to-file sanction is appropriate, in light of Appellant’s litigation history. This Court’s procedure for imposing leave-to-file sanctions generally involves three stages: (1) the court notifies the litigant that the filing of future frivolous appeals, motions, or other papers might result in sanctions, *see Sassower v. Sansverie*, 885 F.2d 9, 10 (2d Cir. 1989); (2) if the litigant continues to file frivolous appeals, motions, or other papers, the court orders the litigant to show cause why a leave-to-file sanction order should not issue, *see In re Martin-Trigona*, 9 F.3d 226, 229 (2d Cir. 1993); and (3) if the litigant fails to show why sanctions are not appropriate, the court issues a sanctions order, *see Bd. of Managers for 2900 Ocean Ave. Condo. v. Bronkovi*, 83 F.3d 44, 45 (2d Cir. 1996) (*per curiam*).

Upon due consideration, it is hereby ORDERED that the motions are DENIED with respect to the request for monetary sanctions and GRANTED with respect to the request for the imposition of a leave-to-file sanction. Furthermore, the Clerk of the Court is ORDERED to refuse to accept for filing any further papers from the Appellant regarding appeals of class action securities fraud claims in the Harmony Gold litigation unless he first obtains leave of the Court to file such papers.

FOR THE COURT:  
Catherine O’Hagan Wolfe, Clerk

# **Exhibit 3**

Markets

# 'Vexatious' Geologist Makes Class-Action Fights His Business

David Glovin

November 10, 2011 4:46 PM

James J. Hayes agreed to use \$300,000 he was paid in a lawsuit settlement in 2008 to start a foundation to create "a more harmonious working relationship between shareholders and their advocates."

It hasn't worked out that way, according to subsequent legal opponents. Hayes is using the money to finance objections to settlements in class-action lawsuits involving companies whose shares he owns. Because a class action can't be settled without a judge's approval, his aim is to block a deal that he says isn't fair until lawyers change the accord's terms -- and pay him a fee.

"It's a vehicle I'm using in objecting," Hayes, 66, said in an interview about his foundation. "You can call it a business."

Hayes, a former geologist who never attended law school, won the \$300,000 payment to his Foundation for Efficient Markets in March 2008 after objecting to a \$3.2 billion settlement of a fraud suit against Tyco International Ltd.

Since then, he's pressed challenges to accords valued at more than \$700 million in five other cases, delaying payouts to investors for as long as a year.

Hayes appeared today in federal court in Manhattan to oppose the settlement in a suit against Harmony Gold Mining Co. The company, based in Randfontein, South Africa, was accused of understating costs in public filings, to investors' detriment.

## IPO Case

In another pending case, Hayes objects to a \$586 million accord in a suit in which dozens of underwriters including Credit Suisse Group AG were accused of rigging initial public offerings of technology companies in the 1990s.

Hayes rejected an offer of \$300,000 to drop his objection, according to a person familiar with the case. Hayes declined to comment on the figure. He said he would accept \$300,000 if the plaintiffs' lawyers changed the deal terms.

Plaintiffs' lawyers in the IPO case, in court papers seeking dismissal of Hayes's claims, called him "an unceasingly litigious, obdurately vexatious man with little regard for the merit of his arguments, his chances of success, or the inconvenience, expense and disruption he foists" upon others.

U.S. District Judge Shira Scheindlin, presiding over the case in New York, called Hayes a "serial objector."

Such objectors, who are usually lawyers representing clients, routinely appear in group lawsuits brought seeking to block a deal they say isn't fair.

## **Changes, Delays**

Sometimes their complaints spur changes, especially if they can argue that too much of the recovery is earmarked for lawyers' fees, said Edward Brunet, a professor at Lewis &

Clark Law School in Portland, Oregon. At other times, objectors achieve only delays, he said.

“They are very unpopular,” Brunet said. “But it’s a profitable business because there are these side deals.”

Hayes said in interviews by phone and at a restaurant in Arlington, Virginia, that he isn’t just after payments like the one he got in the Tyco case. Hayes said he’s long been an advocate for shareholder rights.

“I like to do well by doing good,” he said. “I really want what everyone else says they want -- fairness in class actions.”

Since the mid-1980s, he has been filing suits, objecting to settlements and organizing investors to oppose what he called undervalued takeovers.

## **Sued by SEC**

The Securities and Exchange Commission sued Hayes and a partner in 1984 for misleading investors whom they urged to reject an acquisition. Hayes settled without admitting or denying wrongdoing.

In the Tyco suit, over claims the company defrauded investors, Hayes objected to the settlement calling it inadequate and unfair.

He dropped his objection after lawyers paid \$300,000 to his new foundation and \$80,000 to him and his lawyer, according to court papers. In the Tyco settlement, Hayes said his foundation had tax-exempt status. Hayes said in an interview that the foundation wasn’t tax exempt.

Hayes attributes his success in the Tyco case to the specter of a lengthy appeal delaying settlement payments including \$464 million in attorneys’ fees.

He's using a similar strategy in the IPO case, in which he was among six objector groups. Others settled, he said. They received a total of \$1.7 million, according to the person familiar with the case who didn't want to be identified because the payments weren't public.

## Two-Year Delay

"I've already delayed -- I won't say 'I' -- it's already been delayed for two years," Hayes said.

If successful in the appeals court, Hayes's objection may scuttle the entire IPO settlement, he said. He believes the agreement provides money to undeserving investors while shortchanging those who were truly harmed.

"Even a frivolous appeal will prevent" an immediate payout, he said. "So they're usually willing to settle for some payment."

Jay Eisenhofer, a plaintiffs' lawyer in the Tyco case, didn't return calls about the payment to Hayes's foundation. Victoria Harmon, a spokeswoman for Zurich-based Credit Suisse, declined to comment on Hayes's role in the IPO case.

Howard Sirota, one of the lead plaintiffs' lawyers in the IPO case, filed in 2001, said investors "have been delayed an additional two years by a sometimes extortionate objector."

## Eager for Fees

Plaintiffs' lawyers, Hayes said, are so eager to settle and collect their fees that they'll reach deals that don't benefit investors.

Hayes hasn't won any of his other challenges, though not for a lack of trying. When he's not playing bridge, the Kansas-born self-taught litigator spends his days at the

George Mason Law School library in Arlington, Virginia, near his home, researching arguments for legal briefs.

“This has completely absorbed my life,” Hayes, hearty and slightly stooped, said of his of vocation. “I’ll think of issues that nobody else sees.”

Hayes today asked U.S. District Judge Barbara Jones in New York to schedule a hearing at which he could question an expert the plaintiffs used to help arrive at the Harmony settlement figure, \$9 million.

Hayes argued the money represents 10 percent of investors’ losses and should be closer to \$30 million. Harmony’s lawyers said it’s about 16 percent and represents a “concrete benefit” for investors.

## **Settlement Approved**

The judge rejected Hayes’s request and approved the accord.

“Even 10 percent is an excellent return,” she said.

U.S. Judge Judith Wizmur in 2006 fined Hayes \$20,000 for “unreasonable and vexatious” litigation when he challenged the bankruptcy settlement of a Genesis Health Ventures Inc. case in Delaware.

Hayes hired an art student to draw cartoons he submitted to the judge with what he called ideas for “a viable alternative,” according to court records. One drawing depicted the judge handing out what the artist called “Judge Judy dollars.”

“Mr. Hayes has turned the system inside and out,” Wizmur said in court. He keeps “coming back to the same issue,” the judge said, “the same party, the same issue, the same response.”

Hayes said the sanction reflects the judiciary's bias against laymen who act as lawyers. As to his persistence, he said he's just as zealous as someone with a law license.

## Private Investigator

What upsets him, he said, is a private investigator who he said was set upon him by the plaintiffs' lawyers in the IPO case.

The investigator asked Hayes's bridge partner of 30 years where he could find Hayes's next of kin in case "something happened" to him, Hayes wrote in a Nov. 3 court filing in which he alleged "threats and intimidation."

Sirota, the plaintiffs' lawyer who hired the investigator, said it was "perfectly reasonable" to probe Hayes's foundation, and that he wasn't threatened.

The IPO lawyers, Sirota said, simply want Hayes "to take the money and go away -- essentially what he did in Tyco."

The Tyco case is *In Re Tyco Securities Litigation*, 1:02-md-01335, U.S. District Court, District of New Hampshire (Concord). The IPO case is *In Re Initial Public Offering Securities Litigation*, 1:21-mc-00092, U.S. District Court, Southern District of New York (Manhattan).

*(Updates with today's hearing in sixth, 30th paragraphs.)*

# **Exhibit 4**

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

*In re Mattel, Inc. Securities Litigation*

Case No. 19-CV-10860-MCS  
(PLAx)

**[PROPOSED] JUDGMENT  
APPROVING CLASS ACTION  
SETTLEMENT**

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1 WHEREAS, a securities class action is pending in this Court entitled *In re*  
2 *Mattel, Inc. Securities Litigation*, Case No. 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  
7 who were damaged thereby (the “Class”). The Court also certified a subclass (the  
8 “PwC 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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23 <sup>1</sup> Excluded from the Class and PwC Subclass are Defendants Mattel, Inc.,  
24 Margaret H. Georgiadis, Joseph J. Euteneuer, Kevin Farr, PricewaterhouseCoopers  
25 LLP, and Joshua Abrahams; the officers, directors, and affiliates of Defendants;  
26 members of Defendants’ Immediate Families and their legal representatives, heirs,  
27 successors or assigns; and any entity in which Defendants have or had a controlling  
28 interest. Also 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  
6 23(e)(2); (b) ordered that notice of the proposed Settlement be provided to  
7 potential Class Members; (c) provided Class Members with the opportunity either  
8 to exclude themselves from the Class or to object to the proposed Settlement; and  
9 (d) scheduled a hearing regarding final approval of the Settlement;

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

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

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

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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

25 2. **Incorporation of Settlement Documents** – This Judgment  
26 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  
9 thereunder); (iii) Lead Counsel’s motion for attorneys’ fees and Litigation  
10 Expenses; (iv) their right to object to any aspect of the Settlement, the Plan of  
11 Allocation and/or Lead Counsel’s motion for attorneys’ fees and Litigation  
12 Expenses; (v) their right to exclude themselves from the Class; and (vi) their right  
13 to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient  
14 notice to all persons and entities entitled to receive notice of the proposed  
15 Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of  
16 Civil Procedure, the United States Constitution (including the Due Process  
17 Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4,  
18 as amended, and all other applicable laws and rules. The Court further finds that  
19 the notice requirements set forth in the Class Action Fairness Act of 2005, 28  
20 U.S.C. § 1715, have been satisfied.

21 4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to,  
22 and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this  
23 Court hereby fully and finally approves the Settlement set forth in the Stipulation  
24 in all respects (including, without limitation, the amount of the Settlement, the  
25 Releases provided for therein, and the dismissal with prejudice of the claims  
26 asserted against Defendants in the Action), and finds that the Settlement is, in all  
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1 respects, fair, reasonable and adequate to the Class and PwC Subclass.  
2 Specifically, the Court finds that (a) Lead Plaintiffs and Lead Counsel have  
3 adequately represented the Class and PwC Subclass; (b) the Settlement was  
4 negotiated by the Parties at arm's length; (c) the relief provided under the  
5 Settlement is adequate taking into account the costs, risks, and delay of trial and  
6 appeal, the proposed means of distributing the Settlement Fund to the Class, and  
7 the proposed attorneys' fee award; and (d) the Settlement treats members of the  
8 Class equitably relative to each other. The Parties are directed to implement,  
9 perform, and consummate the Settlement in accordance with the terms and  
10 provisions contained in the Stipulation.

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

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

22 7. **Releases** – The Releases set forth in paragraphs 4 and 5 of the  
23 Stipulation, together with the definitions contained in paragraph 1 of the  
24 Stipulation relating thereto, are expressly incorporated herein in all respects. The  
25 Releases are effective as of the Effective Date. Accordingly, this Court orders that:  
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1 (a) Without further action by anyone, and subject to paragraph 8  
2 below, upon the Effective Date of the Settlement, Lead Plaintiffs and each of  
3 the other Class Members, on behalf of themselves, and their respective heirs,  
4 executors, administrators, predecessors, successors, and assigns, in their  
5 capacities as such, shall be deemed to have, and by operation of law and of  
6 the judgment shall have, fully, finally, and forever compromised, settled,  
7 released, resolved, relinquished, waived, and discharged each and every  
8 Released Plaintiffs' Claim against Defendants and the other Defendants'  
9 Releasees, and shall forever be barred and enjoined from prosecuting any or  
10 all of the Released Plaintiffs' Claims against any of the Defendants'  
11 Releasees.

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

23 8. Notwithstanding paragraphs 7(a) – (b) above, nothing in this  
24 Judgment shall bar any action by any of the Parties to enforce or effectuate the  
25 terms of the Stipulation or this Judgment.  
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1 claims are without merit, that any of the Defendants’ Releasees had  
2 meritorious defenses, or that damages recoverable under the Complaint  
3 would not have exceeded the Settlement Amount or with respect to any  
4 liability, negligence, fault, or wrongdoing of any kind, or in any way  
5 referred to for any other reason as against any of the Plaintiffs’ Releasees, in  
6 any civil, criminal, arbitration, or administrative action or proceeding, other  
7 than such proceedings as may be necessary to effectuate the provisions of  
8 this Stipulation; or

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

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

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

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

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

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

24 15. **Termination of Settlement** – If the Settlement is terminated as  
25 provided in the Stipulation or the Effective Date of the Settlement otherwise fails  
26 to occur, this Judgment shall be vacated, rendered null and void, and be of no  
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1 further force and effect, except as otherwise provided by the Stipulation, and this  
2 Judgment shall be without prejudice to the rights of Lead Plaintiffs, the other Class  
3 Members, and Defendants, and the Parties shall revert to their respective positions  
4 in the Action immediately prior to the execution of the Term Sheet on October 28,  
5 2021, as provided in the Stipulation.

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

9 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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The Honorable Mark C. Scarsi  
United States District Judge

**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

# **Exhibit 5**

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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 (PLAx)

**[PROPOSED] ORDER  
APPROVING PLAN OF  
ALLOCATION OF NET  
SETTLEMENT FUND**

Judge: Hon. Mark C. Scarsi  
Courtroom: 7C, 7th Floor  
Date: May 2, 2022  
Time: 9:00 a.m.

1 This matter came on for hearing on May 2, 2022 (the “Settlement Hearing”)  
2 on Lead Plaintiffs’ motion to determine whether the proposed plan of allocation of  
3 the Net Settlement Fund (“Plan of Allocation”) created by the Settlement achieved  
4 in the above-captioned class action (the “Action”) should be approved. The Court  
5 having considered all matters submitted to it at the Settlement Hearing and  
6 otherwise; and it appearing that notice of the Settlement Hearing substantially in the  
7 form approved by the Court was mailed to all Class Members who or which could  
8 be identified with reasonable effort, and that a summary notice of the hearing  
9 substantially in the form approved by the Court was published in *The Wall Street*  
10 *Journal* and was transmitted over the *PR Newswire* pursuant to the specifications of  
11 the Court; and the Court having considered and determined the fairness and  
12 reasonableness of the proposed Plan of Allocation,

13 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

14 1. This Order approving the proposed Plan of Allocation incorporates by  
15 reference the definitions in the Stipulation and Agreement of Settlement dated  
16 November 23, 2021 (ECF No. 143-1) (the “Stipulation”) and all capitalized terms  
17 not otherwise defined herein shall have the same meanings as set forth in the  
18 Stipulation.

19 2. The Court has jurisdiction to enter this Order approving the proposed  
20 Plan of Allocation, and over the subject matter of the Action and all parties to the  
21 Action, including all Class Members.

22 3. Notice of Lead Plaintiffs’ motion for approval of the proposed Plan of  
23 Allocation was given to all Class Members who could be identified with reasonable  
24 effort. The form and method of notifying the Class of the motion for approval of the  
25 proposed Plan of Allocation satisfied the requirements of Rule 23 of the Federal  
26 Rules of Civil Procedure, the United States Constitution (including the Due Process  
27 Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as  
28 amended, and all other applicable law and rules, constituted the best notice

1 practicable under the circumstances, and constituted due and sufficient notice to all  
2 persons and entities entitled thereto.

3 4. Copies of the Notice, which included the Plan of Allocation, were  
4 mailed to over 194,000 potential Class Members and nominees. One objection to  
5 the Plan of Allocation, from objector James J. Hayes, was received and that objection  
6 is hereby overruled.

7 5. The Court hereby finds and concludes that the formula for the  
8 calculation of the claims of Claimants as set forth in the Plan of Allocation mailed  
9 to Class Members provides a fair and reasonable basis upon which to allocate the  
10 proceeds of the Net Settlement Fund among Class Members with due consideration  
11 having been given to administrative convenience and necessity.

12 6. The Court hereby finds and concludes that the Plan of Allocation is, in  
13 all respects, fair and reasonable to the Class.

14 7. There is no just reason for delay in the entry of this Order, and  
15 immediate entry by the Clerk of the Court is expressly directed.

16  
17 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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21 The Honorable Mark C. Scarsi  
22 United States District Judge  
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# **Exhibit 6**

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

*In re Mattel, Inc. Securities  
Litigation*

Case No. 2:19-cv-10860-MCS (PLAx)

**[PROPOSED] ORDER AWARDING  
ATTORNEYS' FEES AND  
LITIGATION EXPENSES**

Judge: Hon. Mark C. Scarsi  
Courtroom: 7C, 7th Floor  
Date: May 2, 2022  
Time: 9:00 a.m.

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1 This matter came on for hearing on May 2, 2022 (the “Settlement Hearing”)  
2 on Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses.  
3 The Court having considered all matters submitted to it at the Settlement Hearing  
4 and otherwise; and it appearing that notice of the Settlement Hearing substantially  
5 in the form approved by the Court was mailed to all Class Members who or which  
6 could be identified with reasonable effort, and that a summary notice of the hearing  
7 substantially in the form approved by the Court was published in *The Wall Street*  
8 *Journal* and was transmitted over the *PR Newswire* pursuant to the specifications of  
9 the Court; and the Court having considered and determined the fairness and  
10 reasonableness of the award of attorneys’ fees and Litigation Expenses requested,

11 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

12 1. This Order incorporates by reference the definitions in the Stipulation  
13 and Agreement of Settlement dated November 23, 2021 (ECF No. 143-1) (the  
14 “Stipulation”) and all terms not otherwise defined herein shall have the same  
15 meanings as set forth in the Stipulation.

16 2. The Court has jurisdiction to enter this Order and over the subject  
17 matter of the Action and all Parties to the Action, including all Class Members.

18 3. Plaintiff’s Counsel are hereby awarded attorneys’ fees in the amount of  
19 25% of the Settlement Fund, net of Litigation Expenses, or \$24,213,013 (plus  
20 interest on that amount at the same rate as earned by the Settlement Fund), as well  
21 as \$1,139,330.73 in payment of Plaintiffs’ Counsel’s litigation expenses (which fees  
22 and expenses shall be paid from the Settlement Fund), which sums the Court finds  
23 to be fair and reasonable. Lead Counsel shall allocate the attorneys’ fees awarded  
24 amongst Plaintiffs’ Counsel in a manner which it, in good faith, believes reflects the  
25 contributions of such counsel to the institution, prosecution, and settlement of the  
26 Action.

1           4.     In making this award of attorneys’ fees and payment of expenses from  
2 the Settlement Fund, the Court has considered and found that:

3           (a)    The Settlement has created a fund of \$98,000,000 in cash that has been  
4 funded into escrow pursuant to the terms of the Stipulation, and that numerous Class  
5 Members who submit acceptable Claim Forms will benefit from the Settlement that  
6 occurred because of the efforts of Plaintiffs’ Counsel;

7           (b)    The requested fee has been reviewed and approved as reasonable by  
8 Lead Plaintiffs, which are sophisticated institutional investors that actively  
9 supervised the Action;

10          (c)    Copies of the Notice were mailed to over 194,000 potential Class  
11 Members and nominees stating that Lead Counsel would apply for attorneys’ fees in  
12 an amount not to exceed 25% of the Settlement Fund and for Litigation Expenses in  
13 an amount not to exceed \$1,500,000;

14          (d)    One objection to the motion for attorneys’ fees was received from  
15 objector James J. Hayes, and the Court hereby overrules the objection;

16          (e)    Plaintiffs’ Counsel conducted the litigation and achieved the Settlement  
17 with skill, perseverance, and diligent advocacy;

18          (f)    The Action raised a number of complex issues;

19          (g)    Had Plaintiffs’ Counsel not achieved the Settlement there would remain  
20 a significant risk that Lead Plaintiffs and the other members of the Class may have  
21 recovered less or nothing from Defendants;

22          (h)    Plaintiffs’ Counsel devoted over 18,600 hours, with a lodestar value of  
23 approximately \$9 million, to achieve the Settlement; and

24          (i)    The amount of attorneys’ fees awarded and expenses to be paid from  
25 the Settlement Fund are fair and reasonable and consistent with awards in similar  
26 cases.

