

**2010 RECALL CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of January 19, 2015

Between

ANTHONY SNYDER, ANDREW WINKLER AND LAURA VELL

(the “Plaintiffs”)

and

MATTEL, INC., MATTEL CANADA INC. AND FISHER-PRICE, INC.

(“Mattel”)

**2010 RECALL CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

WHEREAS, in 2010, Mattel conducted a voluntary recall of the Recalled Products and provided consumers participating in the recall with Modification Kits;

WHEREAS, following the announcement of the Recalls in September 2010, the Plaintiffs commenced the Proceedings against Mattel in Quebec and Ontario, arising out of the Defendants' sale, manufacture, distribution, or marketing of the Recalled Products and alleging claims for damages;

WHEREAS, Mattel has denied and continues to deny the Plaintiffs' allegations and claims in the Proceedings, and has denied any wrongdoing or liability to the Plaintiffs;

WHEREAS, the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;

WHEREAS, the Plaintiffs, Class Counsel and Mattel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against Mattel or evidence of the truth of any of the Plaintiffs' allegations against Mattel, which Mattel expressly denies;

WHEREAS, although Mattel denies the Plaintiffs' allegations in the Proceedings, denies any wrongdoing of any kind, and believes that the Proceedings are without merit, Mattel also has taken into account the uncertainty, risk, and delay inherent in litigation and agreed to enter into the Agreement in order to achieve a final and nation-wide resolution of all claims that were or could have been asserted against it by the Plaintiffs in the Proceedings and to avoid further litigation expense and inconvenience, and to remove the distraction of burdensome and protracted litigation;

WHEREAS, the Plaintiffs and Mattel intend and desire to compromise, resolve, dismiss and release all allegations and claims for damages or other relief relating to the Recalled Products that are set forth in the Proceedings and that have been or could have been brought against any Defendants in the Proceedings and in any action filed, litigation pending or claim pursued by any person or entity who is a member of a Settlement Class, except for individual claims of personal injury;

WHEREAS, the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Defendants;

WHEREAS, for the purposes of settlement only and contingent on approvals by the Settlement Courts as provided for in this Settlement Agreement, the Parties have consented to certification or authorization of the Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Proceedings; and

WHEREAS, the Plaintiffs assert that they are adequate class representatives for the Settlement Classes and will seek to be appointed representative plaintiffs in their respective Proceedings.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings be settled and/or dismissed on the merits with prejudice and without costs as to the Plaintiffs, the classes they seek to represent and Mattel, subject to the approval of the Settlement Courts, on the following terms and conditions:

A. DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Exhibits hereto:

- (1) **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement, including the recitals and all Exhibits attached hereto.
- (2) **“Approval Motion”** shall mean the motion or application brought in each Proceeding before the Settlement Court seeking court approval of the Settlement and certification or authorization of the Proceeding as a class proceeding for settlement purposes as provided for in Section C.
- (3) **“Claims Deadline”** means 5:00 pm, Eastern Standard Time, on the date which is ninety (90) days after the Notice Date.
- (4) **“Class Counsel”** means the Consumer Law Group Inc. in Quebec and Consumer Law Group Professional Corporation in Ontario.
- (5) **“Class Counsel Fees”** means such funds as may be awarded by the Settlement Courts to Class Counsel to compensate them in the Proceedings for their fees and expenses in connection therewith, including the fees, disbursements, costs, interest, GST, HST, PST and other applicable taxes or charges of Class Counsel, as described more particularly in Section H.1. of this Agreement.
- (6) **“Common Issue”** in each Settlement Proceeding means: “Were the Defendants, or any of them, negligent in the manufacture, distribution, sale and/or recall of the Recalled Products?”
- (7) **“Defendants”** means Mattel and other entities named as defendants in the Proceedings.

- (8) **“Effective Date”** means the date five (5) business days after the earliest date on which there are Final Orders from both Settlement Courts approving this Settlement Agreement.
- (9) **“Excluded Persons”** means:
 - (a) all Persons who purchased or acquired Recalled Products(s) for resale;
 - (b) all Defendants and their affiliated entities, legal representatives, successors and assigns; and
 - (c) with respect to the Quebec Settlement Class only, any legal person established for a private interest, partnership or association which has had under its control more than 50 persons bound to it by a contract of employment at any time after October 8, 2009.
- (10) **“Exhibits”** means the exhibits attached to this Settlement Agreement.
- (11) **“FARC”** means “Le fonds d'aide aux recours collectives” administered by the province of Quebec.
- (12) **“Final Order”** means a final judgment or final approval order entered by a Settlement Court on an Approval Motion, substantially in the form attached as Exhibit “H” hereto, certifying or authorizing a Settlement Proceeding as a class proceeding for settlement purposes and approving this Settlement Agreement, once the time to appeal such judgment or order (or the time to seek leave to appeal such judgment or order) has expired without any appeal or motion seeking leave to appeal being taken, or if an appeal or motion for leave to appeal from the judgment or order is taken, once there has been affirmation of such final judgment or approval order in its entirety, without modification, upon a final disposition of all appeals. Notwithstanding the foregoing, the Parties agree that if an Approval Motion is not opposed by any person and no appeal or motion for leave to appeal is taken in respect of such Approval Motion, the final judgment or final approval order entered by a Settlement Court on such Approval Motion shall become a Final Order after the expiry of thirty (30) days from the date such order or judgement is entered.
- (13) **“Hearing Notice”** means the notice to the proposed Settlement Classes providing notice of the Approval Motions as provided in Section G.1. herein, substantially in the form attached as Exhibit “B” hereto.
- (14) **“Incentive Award”** means the payment approved by the Settlement Courts and paid by Mattel to the Plaintiffs for efforts undertaken by them on behalf of the Settlement Class Members, as provided in Section H.2. herein.
- (15) **“Mattel”** means Mattel, Inc., Mattel Canada Inc. and Fisher-Price, Inc. and all of their direct and indirect Canadian and foreign subsidiaries, predecessors, successors, parents, affiliates and assigns, that manufactured, contracted with

Vendors to manufacture, distributed, marketed, offered for sale, donated and/or sold Recalled Products.

- (16) **“Mattel’s Counsel”** means the law firm of Norton Rose Fulbright Canada LLP.
- (17) **“Modification Kit”** means the modification kit, replacement part or component provided by Mattel to members of the Settlement Classes in respect of each of the Recalled Products pursuant to the Recalls as identified more particularly in the attached Exhibit “A”.
- (18) **“Modification Kit Claim”** means a claim for a Modification Kit submitted to Mattel by a member of the Settlement Class in accordance with Section E. of this Agreement.
- (19) **“Notice Date”** means the date upon which the Settlement Notice is first published or disseminated to the Settlement Classes.
- (20) **“Notice Expenses”** means the reasonable costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, emailing, internet hosting and publishing the Hearing Notice and Settlement Notice, and all other aspects of administering the Notice Program.
- (21) **“Notice Program”** means the plan approved by the Settlement Courts for disseminating the Hearing Notice and Settlement Notice directly and by publication to the members of the Settlement Class, substantially in the manner provided for in the Dissemination Plans attached as Exhibits “C” and “F” hereto.
- (22) **“Ontario Proceeding”** means the proceeding brought by the Plaintiff, Laura Vell, in the Ontario Court, Court File no.CV-12-470990-0001, in Toronto.
- (23) **“Ontario Court”** means the Ontario Superior Court of Justice.
- (24) **“Ontario Settlement Class”** means all Persons in Canada, except Excluded Persons and Persons who are members of the Quebec Settlement Class, who:
 - (i) purchased or acquired (including by gift) a Recalled Product for or on behalf of themselves or a minor child over whom they have custody and control as a parent or guardian, or to be given as a gift to another Person; or
 - (ii) are the parent or guardian of a minor child who purchased or acquired (including by gift) a Recalled Product.
- (25) **“Opt-Out Deadline”** means the date which is ninety (90) days after the Notice Date, or such other date as approved by Settlement Courts.

- (26) **“Other Actions”** means actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (27) **“Party or Parties”** means the parties to this Agreement, i.e., the Plaintiffs and/or Mattel.
- (28) **“Person”** means any adult individual or minor child or any corporation, trust, partnership, limited liability company or other legal entity, and their respective successors or assigns.
- (29) **“Plaintiffs”** means the individuals named as plaintiffs in the Proceedings: Anthony Snyder, Andrew Winkler and Laura Vell.
- (30) **“Proceedings”** means the Quebec Proceeding and the Ontario Proceeding.
- (31) **“Quebec Court”** means the Superior Court of Quebec.
- (32) **“Quebec Proceeding”** means the proceeding commenced by the Plaintiffs, Anthony Snyder and Andrew Winkler in the Quebec Court, Court File no. 500-06-000526-109, in Montreal.
- (33) **“Quebec Settlement Class”** means all Persons in Quebec, except Excluded Persons, who:
- (i) purchased or acquired (including by gift) a Recalled Product for or on behalf of themselves or a minor child over whom they have custody and control as a parent or guardian, or to be given as a gift to another Person; or
 - (ii) are the parent or guardian of a minor child who purchased or acquired (including by gift) a Recalled Product.
- (34) **“Recalls”** means the recall of Mattel products on September 29 and 30, 2010.
- (35) **“Recalled Product(s)”** means those products made by Mattel or for Mattel by a Vendor, sold in Canada, and subject to the Recalls as identified more particularly in the attached Exhibit “A”.
- (36) **“Released Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the design, sale, marketing, advertising, manufacture, distribution, donation, purchase, recall, withdrawal

from sale, possession, handling, ingestion, exposure, touching or contact of any kind, or use of a Recalled Product or relating to any conduct alleged (or which could have been alleged) in the Proceedings including, without limitation, any such claims that have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Recalled Products. Notwithstanding the foregoing, the term “Released Claims” does not include an individual claim for personal injury of a Releasor claimed to have been caused by, or related to, the Recalled Products.

- (37) **“Releasees”** means the Defendants, including Mattel, and any entity that manufactured, tested, inspected, audited, certified, purchased, distributed, licensed, transported, marketed, advertised, donated, promoted, sold or offered for sale at wholesale or retail any Recalled Product, or any part thereof, including all of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees and assigns. It is expressly understood that, to the extent a Releasee is not a Party to the Agreement, all such Releasees are intended third party beneficiaries of the Agreement.
- (38) **“Releasors”** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective parents, minor children, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.
- (39) **“Settlement”** means the terms and conditions of this Agreement.
- (40) **“Settlement Benefits”** means the monetary or other relief available to, or obtained by, Settlement Class Members pursuant to Section D.1. of this Agreement.
- (41) **“Settlement Class”** means the Ontario Settlement Class or the Quebec Settlement Class.
- (42) **“Settlement Class Member”** means a member of a Settlement Class who does not validly opt out of that Settlement Class in accordance with orders of the Settlement Courts.
- (43) **“Settlement Consideration”** means the consideration exchanged by and between Mattel and the Settlement Class, as set forth in this Agreement, including, without limitation, the Settlement Benefits provided for in Section D.1. herein.
- (44) **“Settlement Court”** means the Ontario Court or the Quebec Court.
- (45) **“Settlement Notice”** means the notice to the Settlement Classes advising of the approval of the Settlement by the Settlement Courts as provided in Section G.2. herein and includes the Short-Form Settlement Notice (substantially in the form

attached as “Exhibit “D” hereto) and the Long-Form Settlement Notice (substantially in the form attached as “Exhibit “E” hereto).

- (46) “**Vendor**” means a third party that manufactured for Mattel Recalled Products sold at wholesale by Mattel.

B. FOR SETTLEMENT PURPOSES ONLY

1. No Admission of Liability

Whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by Mattel, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

2. Agreement Not Evidence

The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

3. Agreement Without Prejudice

The Agreement is without prejudice to the rights of each Releasee and each Releasor to:

- (a) seek or oppose the certification of any of the Proceedings as class proceedings should the Settlement Agreement not be finally approved or implemented for any reason;
- (b) seek or oppose certification in any other action (except to the extent barred by the Releases and/or other provisions of Section J of this Agreement); or
- (c) use the certification of the Settlement Proceedings to oppose certification of any other proposed or existing class proceeding arising out of the Released Claims.

C. COOPERATION BY THE PARTIES AND COURT APPROVAL OF THE SETTLEMENT

1. Best Efforts

The Parties shall use their best efforts to effectuate this Settlement and to obtain prompt approval of the Settlement by the Settlement Courts.

2. Motions for Approval

- (a) The Plaintiffs in the Proceedings shall bring Approval Motions before the Settlement Courts for orders approving the Notices described in Section G. herein, certifying or authorizing each of the Settlement Proceedings commenced in their respective jurisdictions as a class proceeding (for settlement purposes) and approving this Settlement Agreement.
- (b) The Parties agree that the Proceedings shall be certified or authorized as class proceedings solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Settlement Courts.
- (c) The Plaintiffs agree that, in the motions for certification or authorization of the Proceedings as class proceedings and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.
- (d) The Plaintiffs in the Quebec Proceeding shall not proceed with a motion for certification or authorization of such Proceeding as a class proceeding (for settlement purposes) or for approval of the Settlement Agreement unless and until the Ontario Court has rendered a decision approving the Settlement Agreement in the Ontario Proceeding. The condition in this Subsection (C.2.(d)) may be waived or modified by agreement of Mattel's Counsel and Class Counsel.
- (e) The Ontario Court's order certifying the Ontario Proceeding and approving the Settlement Agreement referred to in Section C.2.(a) shall be substantially in the form attached hereto as Exhibit "G". The Quebec Court's orders authorizing the Proceedings and approving the Settlement Agreement referred to in Section C.2.(a) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.
- (f) This Settlement Agreement shall only become final on the Effective Date.

3. Pre-Motion Confidentiality

Until the first of the Approval Motions required by Section C.2. is filed, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the

prior written consent of Mattel's Counsel and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements) or as otherwise required by law.

4. Jurisdiction of the Settlement Courts

The Parties agree that each of the Settlement Courts shall retain exclusive and continuing jurisdiction over the Proceeding commenced in its jurisdiction, the Parties thereto and the Settlement Class for that jurisdiction as defined herein, to interpret and enforce the terms, conditions, and obligations under this Settlement Agreement.

D. SETTLEMENT CONSIDERATION

1. Monetary and Other Relief for Settlement Class Members

In addition to all other Settlement Consideration set forth in the Agreement, Settlement Class Members shall have the right to obtain relief, as detailed herein.

(a) **For Settlement Class Members Who Were Sent Modification Kits Prior To The Notice Date**

Subject to the limitations set forth in Sections D.1.(c) and (d) herein, Settlement Class Members who requested and were sent a Modification Kit by Mattel pursuant to a Recall prior to the Notice Date shall be entitled to receive a cheque from Mattel in the amount of \$8.00 per Modification Kit sent, up to a maximum of three (3) such Modification Kits (\$24.00 total) per Person and/or address.

(b) **For Settlement Class Members Who Submit Valid Modification Kit Claims Between The Notice Date And The Claims Deadline**

Subject to the limitations set forth in Sections D.1.(c) and (d) herein, Settlement Class Members who:

- (1) are in possession of one or more Recalled Products on the Notice Date;
- (2) have not been sent a Modification Kit by Mattel in respect of such Recalled Product(s); and
- (3) who make or submit a valid Modification Kit Claim in respect of such Recalled Product(s) to Mattel on or after the Notice Date and before the Claims Deadline,

shall be entitled to receive the Modification Kit(s) requested and a cheque from Mattel in the amount of \$8.00 per valid Modification Kit Claim submitted, up to a maximum of three (3) such Modification Kit Claims (\$24.00 total) per Person and/or address.

(c) **Limitations On Settlement Benefits**

(1) **One Modification Kit Per Recalled Product**

With respect to the Settlement Benefits under Subsections D.1.(a) and D.1.(b), Settlement Class Members are entitled to a maximum of one (1) Modification Kit and a maximum amount of \$8.00 for each Recalled Product purchased or acquired per Person and/or address.

(2) **Total Settlement Benefits Not To Exceed \$200,000**

Notwithstanding Subsections D.1.(a) and D.1.(b) herein, the total value of all Settlement Benefits to be paid by Mattel shall not exceed two hundred thousand dollars (\$200,000.00). In the event that total amount that would be payable in respect of Modification Kits sent and valid Modification Kit Claims submitted in accordance with Subsections D.1.(a) and D.1.(b) exceeds \$200,000.00, the amounts of all cheques payable to Settlement Class Members under Subsections D.1.(a) and D.1.(b) shall be reduced *pro rata* to a total of \$200,000.00.

(d) **Delivery of Monetary Settlement Benefits**

Within 90 days of the Claims Deadline, Mattel shall send a Settlement Benefit cheque to each Settlement Class Member entitled to receive such cheque pursuant to Section D.1.(a) or D.1.(b) herein, by regular mail to the mailing address provided by the Settlement Class Member for the delivery of the Modification Kit. Any Settlement Benefit cheque that is returned to Mattel by Canada Post as undeliverable at the mailing address provided by the Settlement Class Member will cease to be the property of such Settlement Class Member and the amount of all such returned cheques, if any, shall revert to Mattel. For greater certainty, Mattel shall have no obligation to locate, or pay Settlement Benefits to, those Settlement Class Members whose Settlement Benefit cheques are returned by Canada Post as being undeliverable at the mailing address provided by the Settlement Class Member.

2. **Costs of Notice**

Mattel shall be responsible to pay all Notice Expenses.

3. **FARC Deduction for Cheques to Quebec Settlement Class Members**

In accordance with the laws of the province of Quebec, Settlement Benefits paid by cheque to Quebec Settlement Class Members under Section D.1 of this Settlement Agreement shall be subject to a deduction of two percent (2%) for remittance to FARC. Each Quebec Settlement Class Member who is entitled to receive Settlement Benefits under Section D.1.(a) or (b) herein shall receive a cheque for an amount that is two percent (2%) less than the amount such Quebec Settlement Class Member would otherwise be entitled to receive under this Settlement Agreement. Mattel shall maintain a record of all amounts deducted from the cheques delivered to Quebec Settlement Class Members in accordance with this Section (D.3.). Within 120 days of the Claims Deadline Mattel shall remit to FARC an amount equal to the total amount deducted from all of the Claims of Quebec Settlement Class Members under this Section (D.3.).

E. MODIFICATION KIT CLAIMS

1. Procedure

- (a) Settlement Class Members who are in possession of a Recalled Product on the Notice Date and have not been sent a Modification Kit by Mattel in respect of such Recalled Product may submit a Modification Kit Claim to Mattel by:
 - (1) visiting the recall webpage of Mattel's customer service website at <http://service.mattel.com/us/recall.asp>, selecting the applicable Recalled Product and following the online instructions for ordering a Modification Kit; or
 - (2) calling the Mattel (Fisher-Price) toll-free customer service line at 1-877-534-5966, Monday through Friday between the hours of 9 AM and 6 PM Eastern.
- (b) A Modification Kit Claim will be valid only if it includes the Settlement Class Member's full name, mailing address, daytime telephone number and e-mail address.
- (c) To be eligible for the monetary Settlement Benefits set forth in Section D.1.(b) herein, a Settlement Class Member must actually submit a Modification Kit Claim in accordance with Section E.1.(a) and (b) herein before the Claims Deadline.

F. OPTING OUT

1. Procedure

- (a) A Person who is a member of a Settlement Class may opt-out of the Proceedings by sending a written election to opt-out, signed by the Person, by pre-paid mail, courier or facsimile to Class Counsel.
- (b) An election to opt-out will only be effective if it is actually sent to Class Counsel and received or post-marked on or before the Opt-Out Deadline.
- (c) In addition to a written election to opt-out, a person who wishes to opt-out must provide to Class Counsel, on or before the Opt-Out Deadline:
 - (1) the Person's full name, current address and telephone number;
 - (2) the Settlement Class the Person is a member of; and
 - (3) the information in the Person's possession identifying the Recalled Products the Person purchased or acquired.
- (d) An election to opt out will only be effective if it is on behalf of a single Person or on behalf of one or more Persons residing at the same address. So-called "mass" or "class" opt-outs shall not be allowed.

- (e) Quebec Class Members who have commenced Other Actions or commence Other Actions and fail to discontinue such Other Actions by the Opt-Out Deadline shall be deemed to have opted out.

2. Opt-Out Report

- (a) Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to Mattel, to the extent that such information is known by Class Counsel, the following information in respect of each Person, if any, who has opted out of the Proceedings:
 - (1) the Person's full name, current address and telephone number;
 - (2) the Settlement Proceeding from which the Person is opting out;
 - (3) the reasons for opting out;
 - (4) the identity of the Recalled Products the Person purchased or acquired; and
 - (5) a copy of all information provided by that Person in the opting-out process.

G. NOTICES TO SETTLEMENT CLASSES

1. Hearing Notice

The proposed Settlement Classes shall be notified of hearings at which the Settlement Courts will be asked to approve the Settlement Agreement by a Hearing Notice substantially in the form attached hereto as Exhibit "B". Subject to approval of the Settlement Courts, Class Counsel shall cause the Hearing Notice to be published and distributed in the manner described in the Hearing Notice Dissemination Plan attached as Exhibit "C" by a date to be set by the Settlement Courts. Mattel shall reimburse Class Counsel for all out-of-pocket expenses and disbursements reasonably incurred in respect of the publication and distribution of the Hearing Notice within 30 days of receiving the relevant receipts or proof of payment from Class Counsel.

2. Settlement Notice

The Settlement Classes shall be notified of the certification of each of the Settlement Proceedings as a class proceeding and the approval of this Settlement Agreement by the Short-Form Settlement Notice substantially in the form attached as Exhibit "D", the Long-Form Settlement Notice substantially in the form attached as Exhibit "E". Subject to approval of the Settlement Courts, Class Counsel shall cause the Settlement Notices to be published and distributed in the manner described in the Settlement Notice Dissemination Plan attached as Exhibit "F". The publication and distribution of the Settlement Notices shall commence on the Notice Date, which date shall occur within the thirty (30) day period commencing on the Effective Date, or within such later period as agreed by the Parties and approved by the Settlement Courts. Mattel shall reimburse Class Counsel for all out-of-pocket expenses and disbursements reasonably incurred in respect of the publication and distribution of the Hearing Notice within 30 days of receiving the relevant receipts or proof of payment from Class Counsel.

H. CLASS COUNSEL FEES AND PLAINTIFF INCENTIVE AWARDS

1. Class Counsel Fees

Class Counsel agrees to bring, and Mattel agrees not to oppose, applications or motions before both Settlement Courts for approval of the Class Counsel Fees in the amount of \$75,000.00 plus applicable taxes for both Proceedings combined, inclusive of all fees, disbursements, expenses, interest, GST, PST, HST and other applicable taxes or charges. Such Class Counsel Fees as are approved by the Settlement Courts will be paid by Mattel within thirty (30) days after the later of: (a) the Effective Date; and (b) the date on which the last Settlement Court renders its decision approving the Class Counsel Fees. For greater certainty, it is expressly agreed that Mattel shall not be obligated to pay Class Counsel Fees greater than the lesser of:

\$75,000.00 plus applicable taxes; and

the total amount for Class Counsel Fees approved by the Settlement Courts.

2. Incentive Awards

Mattel agrees to pay each Plaintiff the amount of such Incentive Award, if any, as may be approved by the Settlement Court(s). The Plaintiffs shall seek Incentive Awards of \$500 per Plaintiff and Mattel agrees that it will not object to, or otherwise challenge, the Plaintiffs' applications, motions or requests for Incentive Awards, so long as the Plaintiffs do not seek awards in excess of such amount. If awarded by the Settlement Court(s), such Incentive Awards will be paid to Class Counsel on behalf of the Plaintiffs within thirty (30) days after the later of: (a) the Effective Date; and (b) the date on which the last Settlement Court renders its decision approving the Incentive Awards. Any Incentive Awards awarded by the Settlement Court(s) shall be paid by Mattel, in addition to the Settlement Benefits to Settlement Class Members and the Class Counsel Fees otherwise provided for in this Agreement.

I. TERMINATION OF SETTLEMENT AGREEMENT

1. Termination – Absence Or Insufficiency Of Court Approval

(a) In the event that:

- (1) any Settlement Court declines to approve this Settlement Agreement or any material part hereof;
- (2) any Settlement Court does not certify or authorize the Proceeding as a class proceeding for the purpose of settlement;
- (3) any Settlement Court approves this Settlement Agreement in a materially modified form; or
- (4) any orders approving this Settlement Agreement made by any Settlement Court do not become Final Orders,

this Settlement Agreement shall be terminated and, except as provided for in Section I.3., it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

- (b) It is expressly agreed that the failure or refusal of a Settlement Court to grant or approve, in whole or in part, the request for Class Counsel Fees as provided in Section H.1. herein or the request for Incentive Payments to Plaintiffs as provided for in Section H.2. herein, shall not be deemed to be a refusal or failure by the Settlement Court to approve this Settlement Agreement or any material part hereof nor be deemed to be a material modification of all, or a part, of this Settlement Agreement, and shall not provide any basis for the termination of this Settlement Agreement.

2. If Settlement Agreement is Terminated

- (a) If this Settlement Agreement is terminated:
 - (1) no motion to certify or authorize any of the Proceedings as a class action on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been heard, shall proceed;
 - (2) any order certifying or authorizing a Proceeding as a class action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and all Persons shall be estopped from asserting otherwise;
 - (3) any prior certification or authorization of a Proceeding as a class proceeding, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation;
 - (4) within ten (10) days of such termination having occurred, Class Counsel and the Plaintiffs shall return to Mattel any and all amounts paid by Mattel to Class Counsel and the Plaintiffs in respect of Class Counsel Fees or Incentive Awards under Sections H.1 and H.2. of this Settlement Agreement; and
 - (5) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by Mattel or containing or reflecting information derived from such documents or other materials received from Mattel and, to the extent Class Counsel has disclosed any documents or information provided by Mattel to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide Mattel with a written certification by Class Counsel of such destruction. Nothing contained in this Section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by Mattel, or received from Mattel in connection with this Settlement Agreement, may not be

disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of Mattel. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

3. Survival of Provisions After Termination

If this Settlement Agreement is terminated the provisions of Sections B., C.4., and I. and the Definitions (in Section A. herein), the Miscellaneous provisions (in Section K. herein) and the Exhibits applicable thereto shall survive the termination and continue in full force and effect. The Definitions, Miscellaneous provisions and Exhibits shall survive only for the limited purpose of the interpretation and implementation of Sections B., C.4., and I. within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Mattel and the Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

J. RELEASES AND DISMISSALS

1. Release of Releasees

Upon the Effective Date, and in consideration of the Settlement Consideration, the Releasors forever and absolutely release the Releasees from the Released Claims.

2. No Further Claims

The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

3. Dismissal of Proceedings

The Proceedings shall be dismissed with prejudice and without costs.

4. Dismissal of Other Actions

Each Settlement Class Member shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees. All Other Actions commenced in any province or territory of Canada by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

5. No Further Litigation

No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

K. MISCELLANEOUS

1. Motions for Directions

Class Counsel or Mattel may apply to one or more of the Settlement Courts for directions in respect of the implementation and administration of this Settlement Agreement.

2. Motions on Notice

All motions or applications contemplated by this Settlement Agreement shall be on notice to Mattel and the Plaintiff in the Proceeding in which the motion or application is brought.

3. Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement unless such section or portion is expressly specified.

4. Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

5. Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

6. Entire Agreement

This Settlement Agreement, including all Exhibits hereto, constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

7. Exhibits

All Exhibits to this Settlement Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein. In the event of any variance between the terms of this Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall govern and supersede the Exhibit(s).

8. Waiver

The waiver by one Party of any provision or breach of the Settlement Agreement shall not be deemed a waiver of any other provision or any other breach of the Settlement Agreement.

9. Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of Mattel and Class Counsel and any such modification or amendment must be approved by the Settlement Court(s) with jurisdiction over the matter to which the amendment relates.

10. Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, Mattel, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasers and each and every covenant and agreement made herein by Mattel shall be binding upon all of the Releasees.

11. Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature or signature sent by e-mail shall be deemed an original signature for purposes of executing this Settlement Agreement and shall be binding.

12. Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

13. Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

14. Transaction

The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

15. Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

16. Exhibits

The Exhibits annexed hereto form part of this Settlement Agreement.

17. Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

18. Authority of Class Counsel

To the extent that any provision or term of this Settlement Agreement expressly provides for the consent, agreement or approval of the Plaintiffs, the Parties or Class Counsel, the Plaintiffs acknowledge and agree that Class Counsel is authorized to give such consent, agreement or approval on behalf of the Plaintiffs and that the Plaintiffs will be bound by such consent, agreement or approval.

19. Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

20. Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs and for Class Counsel:

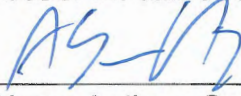
Consumer Law Group Inc.
4150 Ste-Catherine St. W.
Suite 330
Montreal, Quebec
H3Z 2Y5
Tel: 1-888-909-7863; (514) CONSUMER [266-7863]
Fax: (514) 868-9690

For Mattel:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario
M5J 2Z4
Tel: (416) 216-4000
Fax: (416) 216-3930

21. Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.



Name: Anthony Snyder

Name: Andrew Winkler

Name: Laura Vell

CONSUMER LAW GROUP INC.

Per: _____
Name:
Title:

CONSUMER LAW GROUP PROFESSIONAL CORPORATION

Per: _____

MATTEL, INC.

Per: _____
Name:
Title:

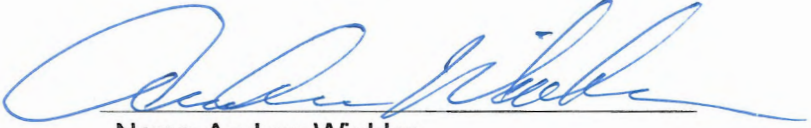
MATTEL CANADA INC.

Per: _____
Name:

21. Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

Name: Anthony Snyder



Name: Andrew Winkler

Name: Laura Vell

CONSUMER LAW GROUP INC.

Per: _____
Name:
Title:

CONSUMER LAW GROUP PROFESSIONAL CORPORATION

Per:

MATTEL, INC.

Per: _____
Name:
Title:

MATTEL CANADA INC.

Per: _____
Name:

21. Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

Name: Anthony Snyder

Name: Andrew Winkler



Name: Laura Vell

CONSUMER LAW GROUP INC.

Per: _____

Name:

Title:

CONSUMER LAW GROUP PROFESSIONAL CORPORATION

Per: _____

MATTEL, INC.

Per: _____

Name:

Title:

MATTEL CANADA INC.

Per: _____

Name:

21. Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

Name: Anthony Snyder

Name: Andrew Winkler

Name: **Laura Vell**

CONSUMER LAW GROUP INC.

Per: _____

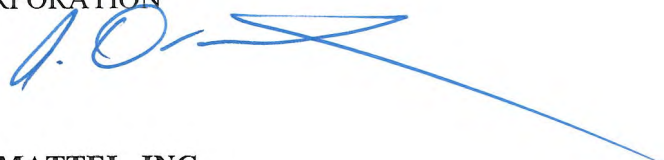


Name: *Jeff Orenstein*

Title: *Attorney*

CONSUMER LAW GROUP PROFESSIONAL CORPORATION

Per: _____



MATTEL, INC.

Per: _____

Name:

Title:

MATTEL CANADA INC.

Per: _____

Name:

21. Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

Name: Anthony Snyder

Name: Andrew Winkler

Name: **Laura Vell**

CONSUMER LAW GROUP INC.

Per: _____

Name:

Title:

CONSUMER LAW GROUP PROFESSIONAL CORPORATION

Per: _____

MATTEL, INC.

Per: _____

Name: Robert Normile

Title: Senior Vice President,
General Counsel and Secretary

MATTEL CANADA INC.

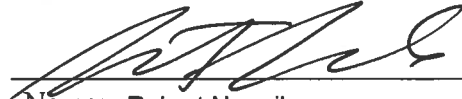
Per: _____

Name: Robert Normile

Title: Secretary

FISHER-PRICE, INC.

Per:



Name: Robert Normile

Title: Senior Vice President & Secretary

EXHIBIT “A”

LIST OF RECALLED PRODUCTS

SKU #	DESCRIPTION	RECALL DATE	MODIFICATION KIT
Trike(s)			
72633	Hot Wheels Trike	09/29/2010	Replacement Key
72639	Barbie™ Butterfly Trike	09/29/2010	Replacement Key
72642	Lil' Kawasaki® Trike	09/29/2010	Replacement Key
72643	Tough Trike	09/29/2010	Replacement Key
72644	Tough Trike	09/29/2010	Replacement Key
72792	Kawasaki Trike	09/29/2010	Replacement Key
B8775	Kawasaki® Ninja® Tough Trike	09/29/2010	Replacement Key
B8776	Barbie™ Tough Trike	09/29/2010	Replacement Key
K6672	Nick Jr./Dora the Explorer Tough Trike	09/29/2010	Replacement Key
K6673	Go, Diego, Go! Tough Trike	09/29/2010	Replacement Key
M5727	Barbie™ Tough Trike Princess Ride-On	09/29/2010	Replacement Key
N6021	Kawasaki Tough Trike	09/29/2010	Replacement Key
T6209	Thomas & Friends™ Tough Trike	09/29/2010	Replacement Key
V4270	Go, Diego, Go!™ Kid-Tough™ Trike	09/29/2010	Replacement Key
Rampway(s)			
T4261	Little People® Wheelies™ Stand 'n Play™ Rampway	09/30/2010	Replacement Cars
V6378	Little People® Wheelies™ Stand 'n Play™ Rampway Gift Set	09/30/2010	Replacement Cars
Infant Toy(s) With Inflatable Ball(s)			
73408	Baby Playzone™ Crawl & Cruise Playground™	09/30/2010	Replacement Ball
B2408	B2408 Baby Playzone™ Crawl & Slide Arcade™	09/30/2010	Replacement Ball
C3068	C3068 Ocean Wonders™ Kick & Crawl™ Aquarium	09/30/2010	Replacement Ball
H5704	H5704 Baby Gymnastics™ Play Wall	09/30/2010	Replacement Ball
H8094	Ocean Wonders™ Kick & Crawl™ Aquarium	09/30/2010	Replacement Ball
J0327	1-2-3 Tetherball	09/30/2010	Replacement Ball
K0476	Bat & Score Goal™	09/30/2010	Replacement Ball

SKU #	DESCRIPTION	RECALL DATE	MODIFICATION KIT
High Chair(s)			
79638	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
79639	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
79640	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
79641	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
B0326	Deluxe Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
B2105	Deluxe Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
B2875	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
C4630	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
C4632	Link-a-doos™ Deluxe Plus Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
C5936	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
G4406	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
G8659	Aquarium Healthy Care High Chair™	09/30/2010	Peg Covers Repair Kit
H0796	Deluxe Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H1152	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H4864	Aquarium Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H7241	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H8906	Close to Me™ High Chair	09/30/2010	Peg Covers Repair Kit
H9178	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
J4011	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
J6292	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
J8229	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
K2927	Rainforest™ Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
L1912	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit

EXHIBIT “B”

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARINGS IN THE MATTER OF THE FISHER-PRICE 2010 RECALL CLASS ACTIONS

If you or your child purchased or received as a gift a new Fisher-Price trike, high chair or infant toy in 2010 or earlier, your rights could be affected by a settlement reached in the litigation.

A Settlement has been reached in class proceeding lawsuits against the Defendants, Mattel, Inc., Mattel Canada Inc. and Fisher-Price Inc., in Ontario (Court File no. CV-12-470990-0001, in Toronto) and Quebec (Court File no. 500-06-000526-109, in Montreal). The lawsuits claim that the Defendants were negligent in designing, manufacturing, marketing and selling certain children's trikes, high chairs, Little People® Rampway toys and certain infant toys with inflatable balls, which were subject to recalls announced on September 29 and 30, 2010 (the "Recalled Products"). The "Settlement Class" consists of all persons in Canada who purchased or acquired (including by gift) a Recalled Product. The Settlement provides for the payment of "Settlement Benefits" to members of the Settlement Class who have participated in one of the September 2010 Recalls by requesting and receiving a "Modification Kit". The Settlement provides for total Settlement Benefits of up to \$200,000 to be paid to the Settlement Class. The Settlement further provides for the payment of legal fees and disbursements to Class Counsel in the amount of \$75,000 plus taxes.

The Settlement is a compromise of disputed claims. The Defendants do not admit liability.

The terms of the Settlement, including a detailed list of the product names and numbers of the Recalled Products and details of the Settlement Benefits available to Settlement Class members are contained in the Settlement Agreement entered into by the Defendants and the Plaintiffs in the class proceeding lawsuits, which can be viewed online at www.clg.org or can be obtained from Class Counsel. This notice contains only a summary of the Settlement and Settlement Class members are encouraged to review the complete Settlement Agreement and other information available at www.clg.org.

The proposed Settlement is subject to approval by the Courts. Motions to approve the Settlement will be heard by the Ontario Superior Court of Justice in the City of Toronto on ● at ● a.m. and the Superior Court of Quebec in the City of Montreal on ● at ● a.m. At these hearings, the Ontario and Quebec Courts will determine whether the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class members.

Settlement Class members who do not oppose the proposed Settlement need not appear at the settlement approval hearings or take any other action at this time to indicate their desire to participate in the Settlement.

Settlement Class members are entitled to appear and make submissions at the settlement approval hearings. If you wish to comment on or make an objection to the Settlement, a written submission must be delivered to Class Counsel at the address listed below by **[10 days before Ontario hearing date]**. Class Counsel will forward all such submissions to the appropriate Court. All filed written submissions will be considered by the appropriate Court. If you do not file a written submission by the relevant deadline, you may not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearings.

The law firm Consumer Law Group Inc./Consumer Law Group Professional Corporation ("Class Counsel") represents the Plaintiffs and the members of the Settlement Class. Class Counsel can be reached toll free at 1-888-909-7863, in Toronto at (416) 479-4493, in Montreal at (514) 266-7863, in Ottawa at (613) 627-4894, online at www.clg.org, by email to jorenstein@clg.org, or by regular mail at 4150, Ste.-Catherine St. West, Suite 300, Montreal, Quebec, H3Z 2Y5, Attention: Jeff Orenstein.

If you have questions that are not answered online at www.clg.org, please contact Class Counsel.

Inquiries should not be directed to the Courts.

Pour obtenir une copie de cet avis ou tout autre information relativement à ce règlement en français, veuillez s'il vous plait consulter le site internet suivant: www.clg.org

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE SUPERIOR COURT OF QUEBEC

EXHIBIT “C”

HEARING NOTICE DISSEMINATION PLAN
**NOTICE OF HEARING IN THE MATTER OF THE
FISHER-PRICE 2010 RECALL CLASS ACTION LITIGATION**

The Hearing Notice shall be distributed in the following manner:

- 1) Published once, in each of the following newspapers, in either English or French, as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs, at least 30 days prior to the hearing of the Ontario Approval Motion:
 - a) The Globe and Mail, national edition; and,
 - b) La Presse, national edition.
- 2) Posted in English and French for viewing, downloading or printing on Class Counsel's website: www.clg.org; and
- 3) Provided by Class Counsel in English or French to any person who requests it.

EXHIBIT “D”

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
IN THE MATTER OF THE FISHER-PRICE 2010 RECALL CLASS ACTIONS

If you or your child purchased or received as a gift a new Fisher-Price trike, high chair or infant toy in 2010 or earlier, your rights could be affected by a class action settlement.

Class Action Certification and Settlement Approval

Class action lawsuits were commenced in Ontario and Quebec against the Defendants, Mattel, Inc., Mattel Canada Inc. and Fisher-Price, Inc., claiming that the Defendants were negligent in designing, manufacturing, marketing and selling certain children's trikes, high chairs, Little People® Rampway toys and certain infant toys with inflatable balls, which were subject to recalls announced on September 29 and 30, 2010 (the "Recalled Products"). A Settlement Agreement has been reached in these class action lawsuits. Superior Courts in Ontario and Quebec have approved the Settlement Agreement and certified the class actions for settlement purposes.

Settlement Benefits

The "Settlement Class" consists of all persons in Canada who purchased or acquired (including by gift) a Recalled Product. The Settlement provides for the payment of "Settlement Benefits" to members of the Settlement Class who have participated in one of the September 2010 Recalls by requesting and receiving a "Modification Kit" on or before **[Claims Deadline]**. The Settlement provides for total Settlement Benefits of up to \$200,000 to be paid to the Settlement Class. The Settlement further provides for the separate payment by Mattel of legal fees and disbursements to Class Counsel of up to \$75,000 plus applicable taxes.

Settlement Class members who have received a Modification Kit or who submit a valid Modification Kit Claim before **[Claims Deadline]** may be entitled to receive a cheque in the amount of \$8.00 per Modification Kit sent or claimed, up to a maximum of \$24 per Person and/or address. Settlement Class members who are still in possession of one or more Recalled Products and who have not yet been sent a Modification Kit may submit a Modification Kit Claim before **[Claims Deadline]**.

The Settlement represents a resolution of disputed claims. The Defendants do not admit any wrongdoing or liability.

If you think you may be a member of the Settlement Class you should immediately review the full Long-Form Settlement Notice to ensure you understand your legal rights. A copy of the Long-Form Settlement Notice can be obtained online at www.clg.org, by calling 1-888-909-7863, or from Class Counsel at the address listed below.

Opting Out: If you do not wish to participate in the Settlement, you can exclude yourself from the class actions by filing a written request to opt-out. If you opt-out, you will not be eligible to claim any Settlement Benefits nor to participate in the Settlement in any way. The written request to opt-out must include: (a) your full name, address, and telephone number; (b) all information in your possession identifying the Recalled Product you purchased or acquired; and (c) a request to be excluded from the Settlement Proceedings, and must be sent to the following address, and received or postmarked no later than **[OPT OUT DEADLINE]**: Consumer Law Group Inc., 4150 Ste-Catherine St. W., Suite 330, Montreal, Quebec H3Z 2Y5 Attention: Jeff Orenstein. Quebec class members must also send the written request to the following address: Clerk of the Superior Court of Québec, Palais de Justice, 1 Notre-Dame St. East, Montreal, Quebec, H2Y 1B6, Court File No: 500-06-000526-109.

Class Counsel

The law firm of Consumer Law Group Inc. / Consumer Law Group Professional Corporation ("Class Counsel") represents the Settlement Class Members in all provinces. Class Counsel can be reached by telephone (toll free) at 1-888-909-7863, by e-mail at jorenstein@clg.org, on the Web at www.clg.org, or by mail at 4150 Ste-Catherine St. W., Suite 330, Montreal, Quebec, H3Z 2Y5 Attention: Jeff Orenstein.

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

Pour obtenir une copie de cet avis ou toute autre information relativement à ce règlement en français, veuillez s'il vous plait consulter le site internet suivant: www.clg.org ou téléphoner au 1-888-909-7863

**THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF
JUSTICE AND THE SUPERIOR COURT OF QUEBEC**

EXHIBIT “E”

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

LONG-FORM SETTLEMENT NOTICE

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

IN THE MATTER OF THE

FISHER-PRICE 2010 RECALL CLASS ACTION LITIGATION

TO: All Persons in Canada who purchased or acquired (including by gift) a Fisher-Price trike, high chair, Little People® Rampway or infant toy that was subject to a 2010 recall of products by Fisher-Price in Canada.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

1. THE PURPOSE OF THIS NOTICE

Class proceeding lawsuits have been commenced in Ontario (*Vell v. Mattel Canada Inc. et al.*, Court File no. CV-12-470990-0001, in Toronto) and Quebec (*Snyder et al. v. Mattel Canada Inc. et al.*, Court File no. 500-06-000526-109, in Montreal) (the “Settlement Proceedings”) against the Defendants Mattel, Inc., Mattel Canada Inc. and Fisher-Price, Inc. alleging that these companies were negligent in designing, manufacturing, marketing and selling certain children’s trikes, high chairs, Little People® Rampway toys and certain infant toys with inflatable balls, which were subject to recalls announced on September 29 and 30, 2010 (the “Recalled Products”).

A Settlement Agreement has been reached with the Defendants in respect of the Settlement Proceedings. The Settlement Proceedings were certified for settlement purposes and the Settlement Agreement approved by the Courts in Ontario on ● and in Quebec on ●.

As described below, under the terms of the Settlement Agreement, the Defendants have agreed, in exchange for a full release of claims against them relating to the claims made in the lawsuits, to pay certain “Settlement Benefits” to members of the “Settlement Classes”. The Settlement Benefits include compensation to persons in Canada who purchased or received as a gift a Recalled Product, and who have participated in one of the September 2010 Recalls by requesting and receiving a “Modification Kit” on or before [**Claims Deadline**]. Settlement Class members who are still in possession of one or more Recalled Products and who have not yet been sent a Modification Kit may submit a Modification Kit Claim before [**Claims Deadline**].

The Settlement represents a resolution of disputed claims. The Defendants do not admit any wrongdoing or liability.

This notice is to advise you, as a member of a Settlement Class, of the Settlement Agreement and to inform you of your rights under the Settlement Agreement, including rights you may have to receive Settlement Benefits. You will be bound by the terms of the Settlement Agreement unless you exclude yourself by opting out of the litigation. Opting out is explained below.

Pour obtenir une copie de cet avis ou toute autre information relativement à ce règlement en français, veuillez s'il vous plait consulter le site internet suivant: www.clg.org ou téléphoner au 1-888-909-7863

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

2. THE SETTLEMENT CLASSES

In order to participate in the Settlement you must be a member of a Settlement Class. If you are a member of a Settlement Class you will be bound by the terms of the Settlement unless you opt out of the litigation (as described in Section 5 of this Notice). You are a member of a Settlement Class if you fall within the following Settlement Class definition:

all Persons in Canada, except Excluded Persons, who:

- (i) purchased or acquired (including by gift) a Recalled Product for or on behalf of themselves or a minor child over whom they have custody and control as a parent or guardian, or to be given as a gift to another Person; or
- (ii) are the parent or guardian of a minor child who purchased or acquired (including by gift) a Recalled Product.

“Person” means any adult individual or minor child or any corporation, trust, partnership, limited liability company or other legal entity, and their respective successors or assigns.

“Excluded Persons” means:

- (i) all Persons who purchased or acquired Recalled Products for resale; and
- (ii) all Defendants and their affiliated entities, legal representatives, successors and assigns.

“Recalled Products” means those products made by or for Mattel (including Fisher-Price), that were subject to the September 29 and 30, 2010 recalls of products by Mattel (the “Recalls”). *The Recalled Products are listed on “Exhibit A” to this Notice.*

“Mattel” includes Mattel, Inc. and all of its direct and indirect subsidiaries, including Fisher-Price, Inc. and Mattel Canada Inc.

“Defendants” means Mattel, Inc., Mattel Canada Inc. and Fisher-Price, Inc. and all of their direct and indirect Canadian and foreign subsidiaries, predecessors, successors, parents, affiliates and assigns.

The Settlement approved by the Courts creates two Settlement Classes, one for each of the each of the two Settlement Proceedings. Each Settlement Class falls under the jurisdiction of one of the Courts.

If you fall within the Settlement Class definition above, you are a resident of Quebec and you are not a company, partnership or association with more than 50 employees, then you are a member of the **Quebec Settlement Class** in the Quebec Proceeding under the jurisdiction of the Quebec Superior Court.

If you fall within the Settlement Class definition above and you are **not** a member of the Quebec Settlement Class then you are a member of the **Ontario Settlement Class** in the Ontario Proceeding under the jurisdiction of the Ontario Superior Court of Justice. **PLEASE NOTE: If you fall within the Settlement Class definition and you are a resident of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Nunavut or Yukon, then you are a member of the Ontario Settlement Class.** The Ontario Settlement Class also includes

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

Quebec resident companies, partnerships or associations that fall within the Settlement Class definition and have more than 50 employees.

The Settlement applies equally to both Settlement Classes. Members of both Settlement Classes are eligible for the same Settlement Benefits and are subject to the same Releases under the Settlement Agreement. However, please note that pursuant to the laws in the province of Quebec, certain Settlement Benefits payable to Quebec Settlement Class Members are subject to a 2% deduction, as described in Section C of this Notice.

3. SETTLEMENT BENEFITS

The Settlement provides for the payment of Settlement Benefits to qualifying Settlement Class Members who requested and received a modification kit, replacement part or component provided by Mattel in respect of each of the Recalled Products pursuant to the Recalls (a “Modification Kit”). The Settlement further provides for the payment of Settlement Benefits to qualifying Settlement Class Members who have not yet requested or received a Modification Kit but who submit a valid claim for a Modification Kit (a “Modification Kit Claim”) before **[Claims Deadline]**.

A. If You Have Already Participated In The Recall(S) And Were Sent A Modification Kit:

If you requested and were sent a Modification Kit by Mattel pursuant to a Recall prior to **[Notice Date]**, you will automatically receive a cheque from Mattel in the amount of \$8.00 for each Modification Kit sent to you, up to a maximum of \$24.00 in total.

You do NOT have to file any claim to receive Settlement Benefits under this Section A. Mattel has a record of your name and your address that you provided at the time you requested and were sent a Modification Kit. After **[Claims Deadline]**, a cheque will automatically be mailed to you at the mailing address you provided when your Modification Kit(s) was sent to you.

B. If You Have Not Requested Or Received A Modification Kit But You Submit A Valid Modification Kit Claim Before [Claims Deadline]:

If you still have one or more Recalled Product(s) and you have not yet been sent a Modification Kit by Mattel in respect of such Recalled Product(s) and you submit a valid Modification Kit Claim (as described in Section 4 of this Notice) before the Claims Deadline, you will automatically receive a cheque from Mattel in the amount of \$8.00 for each valid Modification Kit Claim you submit, up to a maximum of \$24.00 in total. You do NOT have to file any additional claim to receive Settlement Benefits under this Section B. After **[Claims Deadline]**, a cheque will automatically be mailed to you at the mailing address you provided in your Modification Kit Claim(s).

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

IMPORTANT NOTE: Under the Settlement, Mattel will pay Settlement Benefits of up to a total of \$200,000 to the Settlement Class. If the Settlement Benefits that would otherwise be payable under Sections A and B of this Notice, combined, exceed \$200,000, Mattel will reduce all settlement cheques *pro rata* so that they total only \$200,000.

C. FARC DEDUCTION FOR QUEBEC SETTLEMENT CLASS MEMBERS

The laws of the Province of Quebec require that 2% of any monetary amount payable to Quebec Settlement Class Members under the Settlement be paid instead to “Le fonds d'aide aux recours collectives” (“FARC”), a fund administered by the province of Quebec that provides financial assistance to class action plaintiffs. As a result, cheques paid to Quebec Settlement Class Members under the Settlement will be subject to a 2% deduction. The 2% deducted from each cheque will be remitted to FARC by Mattel. This 2% FARC deduction applies only to cheques payable to Quebec Settlement Class Members under the Settlement. The 2% FARC deduction does not apply to the Claims of Ontario Settlement Class Members. Quebec Settlement Class Members who would like more information regarding FARC can visit FARC’s website at www.farc.justice.gouv.qc.ca.

4. HOW TO SUBMIT A MODIFICATION KIT CLAIM

If you still have one or more Recalled Products and you have not yet been sent a Modification Kit by Mattel in respect of such Recalled Product(s) you may still request a Modification Kit by submitting a Modification Kit Claim to Mattel by:

- (i) visiting the recall webpage of Mattel’s customer service website at <http://service.mattel.com/us/recall.asp>, selecting the applicable Recalled Product and following the online instructions for ordering a Modification Kit; or
- (ii) calling the Mattel (Fisher-Price) toll-free customer service line at 1-877-534-5966, Monday through Friday between the hours of 9 AM and 6 PM Eastern.

To be eligible for the Settlement Benefits described in Section B of this notice you must submit your Modification Kit Claim before **[Claims Deadline]**. Please note that you are entitled to a maximum of one Modification Kit and a maximum of \$8.00 in Settlement Benefits for each Recalled Product you have purchased or acquired. If you have already received a Modification Kit for a Recalled Product, you are not entitled to submit a further Modification Kit Claim for the same Recalled Product.

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

5. OPTING OUT

You will be bound by the terms of the Settlement Agreement (including the Release described in Section 6 of this Notice) unless you “opt-out” of the Settlement Proceedings. If you opt-out of the Settlement Proceedings, you will not be entitled to receive any of the Settlement Benefits described in Section 3 of this Notice, nor will you be entitled to participate in this Settlement in any way.

To opt-out, you must submit a written request to be excluded from the Settlement Proceedings. Your written request must be personally signed by you and must include the following information:

- (a) your full name, address, and telephone number;
- (b) all information in your possession identifying the Recalled Products you purchased or acquired;
- (c) the Settlement Class that you are a member of (Ontario or Quebec - please refer to Section 2 of this Notice for a full description of the Settlement Classes); and
- (d) a request to be excluded from the Settlement Proceedings.

Written requests to opt-out must be sent to Class Counsel at the following address, received or postmarked no later than **[OPT OUT DEADLINE]**:

Consumer Law Group Inc.
attention Jeff Orenstein
4150 Ste.-Catherine St. West, Suite 330
Montreal, Quebec, H3Z 2Y5

Members of the Quebec Settlement Class who wish to opt out must also send the written request to be excluded to the following address: Clerk of the Superior Court of Quebec, Palais de Justice, 1 Notre-Dame St. East, Montreal Quebec, H2Y 1B6, Court File No, 500-06-000526-109. This written request should also clearly reference the Quebec Proceeding: *Snyder et al. vs. Mattel Canada Inc. et al.*, Court File no. 500-06-000526-109, Superior Court of Quebec.

No further right to opt-out of the Settlement Proceedings will be provided.

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

6. RELEASE

All members of a Settlement Class who do not opt out of the Settlement Proceedings will be deemed to release Mattel, Fisher-Price, and any other “Releasee” (as defined in the Settlement Agreement) of any liability for “Released Claims” (as defined in the Settlement Agreement) relating to the Recalled Products. However, no individual personal injury claim relating to a Recalled Products is released under the Settlement.

Accordingly, if you do not opt-out, you will not be able to bring or maintain any other claim or legal proceeding in respect of any allegations asserted in the Settlement Proceedings, including any claims relating to Recalled Products, other than claims for personal injury.

7. CLASS COUNSEL

The law firm of Consumer Law Group Inc./Consumer Law Group Professional Corporation represents the Settlement Class Members in Canada. Class Counsel can be reached (toll free) at 1-888-909-7863, in Toronto at (416) 479-4493, in Montreal at (514) 266-7863, in Ottawa at (613) 627-4894, online at www.clg.org, by e-mail to jorenstein@clg.org, by regular mail at 4150 Ste.-Catherine St. West, Suite 300, Montreal, Quebec, H3Z 2Y5, Attention: Jeff Orenstein.

Class Counsel legal fees and disbursements **[have been / must be]** approved by the Courts. Class Counsel **[is entitled to / is seeking]** legal fees and disbursements in the total amount of **[\$75,000], plus applicable taxes**. Pursuant to the Settlement Agreement, these fees and disbursements **[if approved by the Court]** will be paid by Mattel.

8. QUESTIONS ABOUT THE SETTLEMENT

This notice contains only a summary of the Settlement Agreement. Settlement Class Members are encouraged to review the complete Settlement Agreement. A copy of the Settlement Agreement can be obtained free of charge at www.clg.org. A copy of the Settlement Agreement can also be mailed to you at a cost of \$10, which represents the cost of photocopying and mailing. If you would like a copy of the Settlement Agreement or have questions that are not answered online, please contact Class Counsel. **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.** Updates and copies of important court filings will be posted online at www.clg.org

9. INTERPRETATION

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, including the Exhibits to the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Pour obtenir une copie de cet avis ou tout autre information relativement à ce règlement en français, veuillez s'il vous plait consulter le site internet suivant: www.clg.org ou téléphoner au 1-888-909-7863

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR
COURT OF JUSTICE AND THE SUPERIOR COURT OF QUEBEC

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

EXHIBIT "A"

LIST OF RECALLED PRODUCTS

RECALLED PRODUCTS ARE DEFINED BY SKU# AND DESCRIPTION

(Further details, including photographs of the Recalled Products, can be found at

<http://service.mattel.com/us/recall.asp>)

SKU #	DESCRIPTION	RECALL DATE	MODIFICATION KIT
Trike(s)			
72633	Hot Wheels Trike	09/29/2010	Replacement Key
72639	Barbie™ Butterfly Trike	09/29/2010	Replacement Key
72642	Lil' Kawasaki® Trike	09/29/2010	Replacement Key
72643	Tough Trike	09/29/2010	Replacement Key
72644	Tough Trike	09/29/2010	Replacement Key
72792	Kawasaki Trike	09/29/2010	Replacement Key
B8775	Kawasaki® Ninja® Tough Trike	09/29/2010	Replacement Key
B8776	Barbie™ Tough Trike	09/29/2010	Replacement Key
K6672	Nick Jr./Dora the Explorer Tough Trike	09/29/2010	Replacement Key
K6673	Go, Diego, Go! Tough Trike	09/29/2010	Replacement Key
M5727	Barbie™ Tough Trike Princess Ride-On	09/29/2010	Replacement Key
N6021	Kawasaki Tough Trike	09/29/2010	Replacement Key
T6209	Thomas & Friends™ Tough Trike	09/29/2010	Replacement Key
V4270	Go, Diego, Go!™ Kid-Tough™ Trike	09/29/2010	Replacement Key
Rampway(s)			
T4261	Little People® Wheelies™ Stand 'n Play™ Rampway	09/30/2010	Replacement Cars
V6378	Little People® Wheelies™ Stand 'n Play™ Rampway Gift Set	09/30/2010	Replacement Cars
Infant Toy(s) With Inflatable Ball(s)			
73408	Baby Playzone™ Crawl & Cruise Playground™	09/30/2010	Replacement Ball
B2408	B2408 Baby Playzone™ Crawl & Slide Arcade™	09/30/2010	Replacement Ball
C3068	C3068 Ocean Wonders™ Kick & Crawl™ Aquarium	09/30/2010	Replacement Ball
H5704	H5704 Baby Gymtastics™ Play Wall	09/30/2010	Replacement Ball

Questions? Call 1-888-909-7863 toll free or visit www.clg.org

SKU #	DESCRIPTION	RECALL DATE	MODIFICATION KIT
H8094	Ocean Wonders™ Kick & Crawl™ Aquarium	09/30/2010	Replacement Ball
J0327	1-2-3 Tetherball	09/30/2010	Replacement Ball
K0476	Bat & Score Goal™	09/30/2010	Replacement Ball
High Chair(s)			
79638	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
79639	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
79640	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
79641	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
B0326	Deluxe Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
B2105	Deluxe Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
B2875	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
C4630	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
C4632	Link-a-doos™ Deluxe Plus Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
C5936	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
G4406	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
G8659	Aquarium Healthy Care High Chair™	09/30/2010	Peg Covers Repair Kit
H0796	Deluxe Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H1152	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H4864	Aquarium Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H7241	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
H8906	Close to Me™ High Chair	09/30/2010	Peg Covers Repair Kit
H9178	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
J4011	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
J6292	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
J8229	Easy Clean™ High Chair	09/30/2010	Peg Covers Repair Kit
K2927	Rainforest™ Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit
L1912	Healthy Care™ High Chair	09/30/2010	Peg Covers Repair Kit

EXHIBIT “F”

SETTLEMENT NOTICE DISSEMINATION PLAN
**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL IN THE MATTER OF THE
FISHER-PRICE 2010 RECALL CLASS ACTION LITIGATION**

Terms that are capitalized herein have the meanings attributed to them in the Settlement Agreement. The Settlement Notice shall be distributed in the following manner:

Short-Form Settlement Notice:

- 1) Published once in the following newspapers, in either English or French, as is appropriate for each newspaper:
 - a) The Globe and Mail, national edition;
 - b) National Post, national edition;
 - c) Montreal La Presse;
 - d) Montreal The Gazette; and
 - e) The Vancouver Sun.

Long-Form Settlement Notice:

- 1) Posted in English and French for viewing, downloading or printing on Class Counsel's website, www.clg.org; and
- 2) Sent by regular mail in English or French by the Class Counsel to Persons in Canada who request a copy by e-mail or phone.

EXHIBIT “G”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE JUSTICE ●) ●, THE ● DAY OF
)
) ●, 2015

B E T W E E N :

LAURA VELL

Plaintiff

- and -

MATTEL CANADA INC., MATTEL, INC. AND FISHER-PRICE INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes, and approving the settlement agreement entered into with the Defendants, was heard this day at the Courthouse at Toronto, Ontario.

ON READING the materials filed, including the settlement agreement and the exhibits thereto, attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants:

1. **THIS COURT ORDERS** that, unless otherwise provided herein, for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement, including all of the exhibits thereto, is incorporated by reference into and forms part of this Order.

3. **THIS COURT ORDERS** that this action (the “Ontario Proceeding”) be certified as a class proceeding for the purpose of settlement.

4. **THIS COURT ORDERS** that the Settlement Class for the Ontario Proceeding be defined as:

1. All Persons in Canada, except Excluded Persons and Persons who are members of the Quebec Settlement Class, who:

(i) purchased or acquired (including by gift) a Recalled Product for or on behalf of themselves or a minor child over whom they have custody and control as a parent or guardian, or to be given as a gift to another Person;
or

(ii) are the parent or guardian of a minor child who purchased or acquired (including by gift) a Recalled Product.

5. **THIS COURT ORDERS** that Laura Vell is appointed as the representative plaintiff for the Settlement Class.

6. **THIS COURT ORDERS** that the Ontario Proceeding is certified as a class proceeding for settlement purposes, on the basis of the following common issue:

Were the Defendants, or any of them, negligent in the manufacture, distribution, sale and/or recall of the Recalled Products?

7. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement, including all of the Exhibits thereto, is fair, reasonable and in the best interests of the Settlement Class.

8. **THIS COURT ORDERS** that the Settlement Agreement, including all of the Exhibits thereto, is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.

9. **THIS COURT ORDERS** that the Notice Date shall occur within [**thirty (30)**] days after the Effective Date, and commencing on the Notice Date the Long-Form Settlement Notice, in the form attached as Schedule “B” to this Order, and the Short-Form Settlement Notice, in the form

attached as Schedule “C” to this Order, shall be disseminated to members of the Settlement Class in accordance with the Settlement Notice Dissemination Plan attached as Schedule “E” to this Order.

10. **THIS COURT ORDERS** that the Opt-Out Deadline shall be ninety (90) days from the Notice Date as set forth in paragraph 9 above.

11. **THIS COURT ORDERS** that each member of the Settlement Class who elects to opt out of the Ontario Proceeding must do so in the manner provided in Section F.1. of the Settlement Agreement and as described in the Settlement Notices.

12. **THIS COURT ORDERS** that any member of the Settlement Class who has validly opted out of the Ontario Proceeding as set forth in paragraphs 10 and 11 above shall not be bound by the Settlement Agreement, shall have no rights with respect to the Settlement Agreement and shall not receive any Settlement Benefits as provided in the Settlement Agreement.

13. **THIS COURT ORDERS** that any member of the Settlement Class that does not validly Opt Out as set forth in paragraphs 11 and 12 above shall be deemed to be both a Settlement Class Member and a Releasor for the purpose of this Order and the Settlement Agreement.

14. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is binding upon the representative plaintiff, upon the Defendants and upon all Settlement Class Members, including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this proceeding.

15. **THIS COURT ORDERS** that the Claims Deadline shall be 90 days from the Notice Date as set forth in paragraph 9 above.

16. **THIS COURT ORDERS** that only those Settlement Class Members who were sent Modification Kits prior to the Notice Date or who submit valid Modification Kit Claims prior to the Claims Deadline in accordance with the provisions in Sections D. and E. of the Settlement Agreement shall be entitled to receive any Settlement Benefits pursuant to the Settlement Agreement.

17. **THIS COURT ORDERS AND DECLARES** that no Person shall submit a Modification Kit Claim containing information that the Person knows to be false and that any Person who knowingly submits a false Modification Kit Claim shall be in contempt of this Order.

18. **THIS COURT ORDERS AND DECLARES** that the releases as set forth in the Settlement Agreement shall have full force and effect and that each Releasor has released and shall be conclusively deemed to have fully, finally and forever released the Releasees from the Released Claims.

19. **THIS COURT ORDERS** that each Releasor shall not commence or continue any action or take any proceeding relating in any way to the Released Claims against any Person or Persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of the Releasees.

20. **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal of any Other Actions he, she or it has commenced against the Releasees, without costs and with prejudice.

21. **THIS COURT ORDERS AND DECLARES** that each Other Action commenced in Ontario shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

22. **THIS COURT ORDERS** that without affecting the finality of this Order, this Court shall retain continuing jurisdiction over the Ontario Proceeding and the parties thereto, including the Plaintiff, the Defendants and the members of the Settlement Class for all matters relating to the Ontario Proceeding, including supervising, administering, implementing, enforcing and interpreting the Settlement Agreement and the Modification Kit Claims process thereunder, the enforcement of this Order, and all proceedings related to the Settlement Agreement, both before and after the approval of this Settlement becomes final and is no longer subject to appeal.

23. **THIS COURT ORDERS AND ADJUDGES** that the Ontario Proceeding be and is hereby dismissed against the Defendants with prejudice and without costs.

