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20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22 WESTERN DIVISION

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

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

25) JOINT MOTION AND [PROPOSED]
26) ORDER RE: LEAVE TO
27) SUBSTITUTE EXHIBIT C TO THE
28) STIPULATION OF CLASS ACTION
SETTLEMENT INCORPORATING A
CORRECTION AS DIRECTED BY
THE COURT

1 Pursuant to the Court's direction, the Parties jointly move the Court for leave
2 to substitute the attached Exhibit C to the Stipulation of Settlement incorporating a
3 correction noted by the Court.

4
5 Dated: October 23, 2009

Respectfully submitted,
JONES DAY

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By: /s/ Elwood Lui
Elwood Lui

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Attorneys for Defendant

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10 Dated: October 23, 2009

COUGHLIN STOIA GELLER RUDMAN
& ROBBINS, LLP

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By: /s/ John J. Stoia, Jr.
John J. Stoia, Jr.

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Co-Lead Counsel

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EXHIBIT C

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

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

Case No. MDL No. 1897

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If in 2007 or earlier you or your child purchased or received as a gift a new Mattel or Fisher-Price toy, you may be entitled to a payment from a class action settlement, as described below.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement provides refunds to anyone who purchased or received as a gift new Mattel or Fisher-Price toys that were recalled or withdrawn from market in 2006 and 2007, due to lead, lead paint, or magnets that could become loose. Parents and guardians who had their child’s lead level tested within 6 weeks after the Recall announcements of the Recalled Toy(s) to which their child was exposed may also receive reimbursement of their out-of-pocket costs for one test per child.
- You qualify as a Class Member if you purchased or acquired (including by gift) a new “Recalled Toy” (described below) for or on behalf of yourself or a minor child over whom you have custody or control as a parent or guardian, or to be given as a gift to another person; or if you are a parent or guardian of a minor child who purchased or acquired (including by gift) a new “Recalled Toy.” A “Recalled Toy” means a product made by or for Mattel, Inc., and its subsidiaries, including Fisher-Price, that was subject to Mattel’s November 21, 2006, August 2, 2007, August 14, 2007, September 4, 2007, or October 25, 2007 recalls, as well as certain toy blood pressure monitor cuffs withdrawn from sale. The Recalled Toys are listed on “Exhibit A” to this Notice.
- If you are a Class Member, your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS AS A CLASS MEMBER IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY MAY 29, 2010	The only way to receive a payment unless you previously participated in Mattel’s Recall programs.
OPT OUT BY FEBRUARY 22, 2010	Get no payment. This is the only option that allows you to ever be a part of any future lawsuit against Mattel about the legal claims in this case other than individual claims for personal injury.
OBJECT BY FEBRUARY 22, 2010	Tell the Court if you don’t like the settlement and explain why you think it shouldn’t be approved.
GO TO THE HEARING ON MARCH 15, 2010 AT 1:30 P.M.	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your legal rights.

- These rights and options are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

Questions? Call 1-888-955-2715 toll free or Visit www.mattelsettlement.com.

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BASIC INFORMATION**1) WHAT IS THIS NOTICE ABOUT?**

If you or someone in your family purchased or received as a gift a Mattel or Fisher-Price toy that was recalled or withdrawn from market due to lead, lead paint, or magnets that could become loose. The Court sent you this Notice because you may belong to a class of people who may be eligible for benefits under a class action settlement relating to those toys. You have a right to know about a proposed settlement in a class action lawsuit, and what your options are, before the Court decides whether to approve the Settlement. This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *In re Mattel, Inc., Toy Lead Paint Products Liability Litigation*, Case No. 2:07-ml-01897-DSF-AJW. This case is a class action lawsuit. In a class action, one or more people sue on behalf of people who have similar claims. All these people in this class collectively are known as “a Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who request exclusion from the Class. The parents and other consumers who brought the lawsuit are called the “Plaintiffs,” and the companies they sued, including Mattel, Fisher-Price, and certain retailers, are the “Defendants.”

Here, Plaintiffs claim that Defendants violated various laws by making and selling toys that contained impermissible amounts of lead, lead paint, or magnets that could become loose. Mattel and the other Defendants vigorously deny that they did anything wrong. Plaintiffs and the Defendants reached a Settlement to resolve the case. The Court has preliminarily approved the Settlement, and, if it is finally approved, you may be entitled to checks or Vouchers for Recalled Toys you purchased or acquired. Additionally, there will be a three-year quality assurance program for testing toys to ensure they do not contain impermissible amounts of lead or magnets that could become loose. The lawsuit will be dismissed with prejudice, and Class Members who do not take steps to opt out of the Settlement will be bound by the Settlement and will no longer have the right to bring a lawsuit about these same claims.

2) WHY SHOULD I READ THIS NOTICE?

Because you may be a Settlement Class Member, your legal rights may be affected if the proposed Settlement is finally approved by the Court.

The purpose of this Class Notice is to inform you about: (1) what this case is about; (2) the terms of the proposed Settlement; (3) how the Settlement may affect your rights; (4) your rights and options with respect to the lawsuit, including the right to object to the Settlement or exclude yourself from the Settlement if you choose not to participate; and (5) a hearing to be held by the Court to consider whether the Settlement should be approved.

This Notice, which has been approved by the Court, is only a summary of the proposed Settlement. You can find out more details by obtaining a copy of the Class Action Settlement Agreement, dated October 12, 2009, at www.mattelsettlement.com, or emailing claims@mattelsettlement.com, or by calling toll free: 1-888-955-2715.

3) WHAT IS THIS LAWSUIT ABOUT?

In late 2006 and 2007, Defendants Mattel, Inc. and certain of its subsidiaries, including Fisher-Price, Inc. (together, “Mattel”), voluntarily recalled and withdrew certain toys from the market because they contained lead in excess of U.S. regulatory standards or small magnets that could become separated from the toy. A complete list of these “Recalled Toys” is attached as Exhibit A.

Plaintiffs filed a number of lawsuits about the Recalled Toys in courts around the country against Mattel and certain retailers that sold these toys. These cases were consolidated into one lawsuit before the Court. The Court appointed the law firms of Coughlin Stoia Geller Rudman & Robbins, LLP, and Whatley Drake & Kallas, LLC, as Co-Lead Counsel for the Plaintiffs. Plaintiffs made claims against Defendants for breaches of express and implied warranty, negligence, strict liability, unjust enrichment, and violations of certain federal and state laws relating to the Recalled Toys’ safety, consumer warranties, and representations about the Recalled Toys. Defendants moved to dismiss part of the case, and the

Court denied the motions in part and granted them in part.

Co-Lead Counsel conducted an extensive investigation of the facts relating to this case; obtained information from Defendants and other companies, including by documents and testimony; and consulted with experts. Additionally, Co-Lead Counsel have carefully analyzed the facts and the law in this case. Taking into account the burdens and expense of the lawsuit, including the risks and uncertainties, and the substantial benefits provided under the Settlement, Co-Lead Counsel have concluded that the Settlement is fair, reasonable, adequate and in the best interests of Plaintiffs and the Class.

Although Mattel and all other Defendants deny any wrongdoing, and believe that Plaintiffs' claims are without merit, Mattel has also taken into account the uncertainty, risks, and delay inherent in this lawsuit. Mattel has agreed to enter into the Settlement to avoid further costs and burdens of litigation and to resolve all claims that were or could have been brought against Defendants relating to the Recalled Toys, except individual claims for personal injury. Through this Settlement, Mattel agreed to indemnify the retailers for all claims asserted against them in this lawsuit.

Prior to reaching the Settlement, the Parties engaged in lengthy arms-length negotiations. The negotiations were mediated by Hon. Daniel Weinstein of JAMS.

WHO IS IN THE SETTLEMENT CLASS

4) HOW DO I KNOW IF I AM PART OF THE CLASS?

If you fit this description, you are considered a "Class Member":

All Persons who: (a) purchased or acquired (including by gift) a new Recalled Toy 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 (b) are the parent or guardian of a minor child who purchased or acquired (including by gift) a new Recalled Toy.* Excluded from the Settlement Class are: (1) all Persons who purchased or acquired a Recalled Toy for resale, or purchased or acquired a used Recalled Toy; (2) all Defendants and their affiliated entities, legal representatives, successors and assigns; (3) any Person who files a valid, timely Request for Exclusion; and (4) the Judges to whom this Action is assigned and any members of their immediate families.

* "Recalled Toy" means a toy made by or for Mattel by a Vendor, sold in the United States, and subject to Mattel's November 21, 2006, August 2, 2007, August 14, 2007, September 4, 2007, and October 25, 2007 recalls, as well as certain toy blood pressure cuffs in toy medical kits that were withdrawn from sale, as listed below and in "Exhibit A" to this Notice.

If you fall within this definition, you are automatically a member of the Settlement Class unless you exclude yourself by "opting out" as described in this Notice. Class Members who do not exclude themselves will be bound by the Settlement if it is approved by the Court and can never again bring a lawsuit based on any Released Claims. An individual claim for personal injury relating to the Recalled Toys is not a Released Claim and is not affected by this Settlement. Persons who exclude themselves from the Settlement Class will neither benefit from, nor be bound by the terms of, the Settlement.

5) WHICH TOYS ARE "RECALLED TOYS" THAT ARE INCLUDED IN THE SETTLEMENT?

The Settlement includes toys that were recalled or withdrawn from the market in 2006 and 2007, including certain Sesame Street toys, Dora the Explorer and Diego toys made by Fisher-Price, and certain Mattel toys, such as Batman, Polly Pocket, Barbie accessories, and Sarge cars. Please see the attached Exhibit A for a complete list of the Recalled Toys that are covered by this Settlement.

THE SETTLEMENT BENEFITS – WHAT DO YOU GET

6) WHAT CAN I GET FROM THE SETTLEMENT?

You may be entitled to different benefits depending on what Recalled Toy(s) you purchased or received, whether you participated in Mattel's Recalls, whether you still have the Recalled Toy and mail it in, whether you still have a Proof of Purchase and submit it, and whether you had your child's lead

level tested as a result of the Recall.

A. If You Returned Recalled Toy(s) Pursuant to a Mattel Recall Program:

If you returned a Recalled Toy(s) or a part of a Recalled Toy to Mattel in one of the Recalls and have already received a voucher or replacement parts from Mattel, you will **automatically** receive a check from Mattel for: (1) half the total amount of the voucher(s) that you previously received from Mattel; or (2) \$10.00, whichever is more.

You do NOT have to file a Claim Form to receive relief under this Subparagraph A. The Claims Administrator has a record of your name and your address at the time you were sent the voucher(s) and/or replacement part(s). If and when the Settlement is finally approved by the Court, a check will automatically be sent to you at the address where you lived when your voucher(s) and/or replacement part(s) were sent. If you have moved since then, please provide your current address to the Claims Administrator online at www.mattelsettlement.com, by calling 1-888-955-2715, or by writing to the Claims Administrator at Gilardi & Co. LLC, P.O. Box 8090, San Rafael, CA 94912-8090.

B. If You Still Have Recalled Toy(s):

If you still have one or more Recalled Toys (other than the toys listed in Subparagraph E below), and you return the Recalled Toy(s) along with a timely Claim Form, you can choose between receiving a check or a Voucher for Mattel products in the full amount of the Recall Price(s) for the returned Recalled Toys, which will be sent to you when and if the Settlement is approved. If the Settlement is not approved, you will receive a voucher for Mattel products or a replacement product in accordance with the terms of the applicable Mattel Recall program.

You can obtain pre-addressed, prepaid shipping labels for returning Recalled Toys at no cost to you at www.mattelsettlement.com, or by calling 1-888-955-2715, or by writing to the Claims Administrator at Gilardi & Co., LLC, P.O. Box 8090, San Rafael, CA 94912-8090. You may also return the Recalled Toy(s) and a completed Claim Form at your own cost, to Gilardi & Co., LLC, P.O. Box 8090, San Rafael, CA 94912-8090.

C. If You Have Proof of Purchase of Recalled Toy(s) but Discarded or Destroyed the Toy(s):

If you previously purchased one or more new Recalled Toys but discarded or destroyed them as a result of the announcements of the Recalls, other than those Recalled Toys listed in Subparagraph E below, you may receive a check or a Voucher for those toys by submitting: (1) a timely Claim Form certifying that you discarded or destroyed the Recalled Toys (not merely transferred ownership to another Person) as a result of the announcements of the Recalls and when the Recalled Toy(s) were destroyed or discarded; and (2) a document from a commercial source (for example, a retailer or financial institution) showing the purchase of a Recalled Toy and the date of the purchase. Such documents may include, for example, a receipt from a store, a purchase history from a retailer, a credit card statement, or email confirmation, but must be sufficient to show that a Recalled Toy was purchased, the date of purchase, and the amount paid. If your submission meets these criteria, you may elect to receive either a check or a Voucher for the total amount paid for all the Recalled Toys to be sent when and if the Settlement is finally approved.

D. If You Discarded or Destroyed the Recalled Toys and Have No Proof of Purchase:

If you do not have Proof of Purchase of the Recalled Toy(s) (other than toys listed in Paragraph E below) and no longer have the Recalled Toy(s) because you discarded or destroyed it as a result of the Recall announcements, you may receive a Voucher for up to three Recalled Toys if you submit a timely Claim Form certifying that you purchased or acquired the Recalled Toy(s), the date(s) of purchase or acquisition, that you discarded or destroyed it as a result of the announcement(s) of the Recall(s), and the date(s) you discarded or destroyed them. If your submission meets these criteria, you will receive a Voucher for Mattel products in the total amount of the Recall Price(s) for up to three (3) Recalled Toys per Person and/or address, when and if the Settlement is finally approved. Under the Settlement, Mattel will issue Vouchers for up to a total of \$10 million to the Class under this Section. If the Class, as a group, seeks more than this amount, Mattel is allowed under the Settlement to reduce the value of the Vouchers pro rata so that they total only \$10 million.

E. If You Bought or Acquired One of the Recalled Toys Listed in This Paragraph, But You No Longer Have the Recalled Toy(s):

You may receive check as detailed below if you purchased or acquired any of the following Recalled Toys (with the affected part listed in parentheses) but did not return them to Mattel pursuant to the Recalls:

- H5705 GeoTrax Rail & Road System Freightway Transport, date coded 2126-2327 (Engine)
- K8606 Barbie Table & Chairs, date coded 2866-2327 (Food, Dog)
- K8608 Barbie Futon & Table Living Room Playset, date coded 2866-2327 (Cat)
- K8609 Barbie Desk & Chair Bedroom Playset, date coded 2866-2327 (Dog)
- J9485 Barbie Dream Puppy House Playset, date coded 2866-2327 (Dog)
- J9486 Barbie Dream Kitty Condo Playset, date coded 2866-2327 (Cat)
- K8607 Barbie Bathtub & Toilet Bathroom Playset, date coded 2866-2327 (Cat)
- K8613 Barbie Couch & Table Living Room Playset, date coded 2866-2327 (Cat, Purse)
- K3013 GeoTrax Rail & Road System Special Track Pack, date coded 2126-2327 (Engine)
- K9343 It's a Big Big World 6-in-1 Bongo Band, date coded 1397-2327 (Bongo Lid)
- J9472 Barbie Doll & Tanner, containing a silver-tipped, blue pooper scooper (Scooper)
- J9560 Barbie Doll & Tanner, containing a silver-tipped, blue pooper scooper (Scooper)
- K4674 Sesame Street Giggle Medical Kit, containing a green blood pressure monitor cuff (Blood Pressure Monitor Cuff)
- M0533 Sesame Street Giggle Medical Kit, containing a green blood pressure monitor cuff (Blood Pressure Monitor Cuff)
- 39107 Sesame Street Giggle Medical Kit, containing a green blood pressure monitor cuff (Blood Pressure Monitor Cuff)
- J2526 Fisher-Price Medical Kit, containing a red blood pressure monitor cuff (Blood Pressure Monitor Cuff)
- M1955 Fisher-Price Medical Kit, containing a red blood pressure monitor cuff (Blood Pressure Monitor Cuff)

If you submit a timely, fully completed Claim Form with either Proof of Purchase or a certification that you bought or acquired one of the above listed Recalled Toys, you will receive a check in the amount of \$4.00 per Recalled Toy. For Claims submitted without the Recalled Toys or Proof of Purchase, there is a limit of three (3) Recalled Toys (for \$12.00 total) per Person and/or address. The check will be sent to you when and if the Settlement is finally approved.

IMPORTANT NOTE: If you had Recalled Toys which can be claimed under Subparagraph D and had Recalled Toys which can be claimed under Subparagraph E, your recovery is limited. You may *not* submit Claims for Recalled Toys under *both* Subparagraphs D and E if you do not have the Recalled Toy(s) or Proof(s) of Purchase anymore. If this is the case, you *must* choose to submit a claim under *either* Subparagraph D (limited to three (3) Recalled Toys) *or* Subparagraph E (blood pressure cuffs and other listed Recalled Toys), but not both. However, if you still have a Recalled Toy listed under Subparagraph E, you may return the affected parts for a replacement part(s) as explained below.

F. If You Bought or Acquired a Recalled Toy(s) Listed in Paragraph "E" and Still Have the Toy(s) or the Recalled Toy Part Listed:

If you return one or more affected parts from the Recalled Toys listed above under section "E" with a timely Claim Form, you will receive a check in the amount of \$4.00 per returned Recalled Toy with a limit of three (3) Recalled Toys (for \$12.00 total) per Person and/or address, which will be sent to you when and if the Settlement is finally approved. You will also be entitled to free replacement part(s) if available in Mattel's inventory..

G. If You Had Your Child Tested for Lead, You May Seek Reimbursement for the Cost of the Testing:

If you had your child's lead level tested because he/she was exposed to a Recalled Toy(s) and the test took place within six (6) weeks after the announcement of the Recall of the Recalled Toy(s) to which the child was exposed, you may seek reimbursement for your out-of-pocket, unreimbursed costs if you submit a Claim Form certifying that you tested your child for that reason, and include the

following information:

1. Your name, mailing address, telephone number, and e-mail address (if you have one);
2. Name, gender, age, and address of each child tested;
3. Affirmation that you are the parent or guardian of each child who was tested;
4. The Recalled Toy(s) to which each child was exposed and, as to each:
 - (a) The date it was purchased or acquired;
 - (b) The date(s) during which the child was exposed;
5. The date(s) on which the lead test was performed;
6. The name of the medical service provider who performed the lead test; and
7. The total cost of the lead test and the amount of reimbursement from health insurance or any other source that you received.

You must submit documents showing the costs that you incurred and any reimbursement that you received. Any information that you submit will be kept confidential by the Claims Administrator, and the documents you provide will be destroyed within a week after the Claims are paid to you and other Class Members.

Under the Settlement, Mattel is not obligated to pay more than a total of \$600,000 for all testing reimbursements. If Class Members file Claims for more than \$600,000 in testing reimbursements, Mattel may reduce all the payments pro rata so that they total only \$600,000.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

7) HOW DO I FILE A CLAIM AND GET A PAYMENT?

If you returned a Recalled Toy(s) to Mattel in one of the Recalls you do **NOT** have to file a Claim Form for the Recalled Toy(s). To receive a payment for any other Recalled Toy(s) you must either (1) submit a Claim online at www.mattelsettlement.com by May 29, 2010 and follow all the instructions and submit all the requested paperwork about your Claim, so that your Claim will be approved, or (2) obtain a Claim Form by calling 1-888-955-2715 or going to www.mattelsettlement.com and printing out a Claim Form, then filling it out fully and sending a copy by mail, private courier, facsimile, or as an e-mail attachment to the Claims Administrator **by May 29, 2010**. Please be careful to read and follow all the instructions on the Claim Form, and submit all the requested paperwork about your Claim, so that your Claim will be approved. You do not need to submit a Claim for any Recalled Toys that you have already returned as part of Mattel's Recall programs. Copies of the Claim Forms, together with instructions, are attached to this document as "Exhibit B." Additional copies are available for downloading at www.MattelSettlement.com, calling 1-888-955-2715 or by writing to the Claims Administrator at Gilardi & Co., LLC, P.O. Box 8090, San Rafael, CA 94912-8090. The Claim Form must be signed by you under penalty of perjury, either by hand or, if you submit it online, electronically.

If you choose to receive a Voucher instead of a check, the Voucher may be used to purchase Mattel or Fisher-Price products **within one year** of the date it is issued. The Voucher will be issued in your name, but it may be used by another Person without endorsement. Lost or stolen Vouchers will not be replaced or reissued.

The Claims Administrator has the authority to accept or reject your Claim according to the terms and conditions set forth in the Settlement Agreement. The Claims Administrator may contact you to validate and verify your Claims. By filing a Claim, you are consenting to the Court's jurisdiction to resolve any disputes about your Claim.

Submit only Recalled Toy(s) or parts of Recalled Toy(s), which are part of this Settlement. Toys incorrectly identified by you as being part of this Settlement and sent to the Claims Administrator will not be returned. If you send a Recalled Toy or any other toy to the Claims Administrator, it becomes the property of Mattel. Mattel is not obligated to keep any of the returned Recalled Toys, and may discard or

destroy any Recalled Toys returned by Class Members or by consumers in the Recalls once the Settlement becomes effective. Upon entry of the Final Order and Judgment, Class Members will be deemed to have waived and released any claims relating to the disposal or destruction of toys by Mattel pursuant to the Court's orders or the Settlement.

8) WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on March 15, 2010 at 1:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It's always uncertain when any appeals will be resolved, and it may take more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement. Please be patient.

9) WHAT OTHER RELIEF IS PROVIDED UNDER THE SETTLEMENT?

Under the Settlement, Mattel has agreed to implement and maintain a quality assurance system for at least three years to ensure that its toys are safe and appropriate for children, as detailed in the Settlement Agreement, which is available at www.mattelsettlement.com. Mattel has also agreed to contribute \$275,000 to the National Association of Children's Hospitals and Related Institutions.

10) TAX CONSEQUENCES OF THE SETTLEMENT

Filing a Claim under the Settlement Agreement may have tax consequences for you, depending upon your individual circumstances. You should consult your personal tax advisor regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. No opinion concerning the tax consequences of the Settlement to any Settlement Class Member is being given, or will be given, by any of Mattel, Mattel's Counsel, Co-Lead Counsel or Plaintiffs' Counsel. None of the Parties to the lawsuit, their lawyers, or the Court is providing any representation or guarantee as to the tax consequences of the Settlement to any Class Member. Each Class Member is solely responsible for his/her tax reporting and other obligations respecting the Settlement, if any.

11) WHAT AM I GIVING UP TO STAY IN THE CLASS AND RECEIVE BENEFITS UNDER THE SETTLEMENT?

If you meet the definition of "Class Member," you are part of the Class unless you file a Request for Exclusion. As part of the Class, you will be bound by the Settlement and Court orders. You are a Class Member and bound by the Settlement whether or not you file a Claim Form or receive an Award.

When and if the Settlement is approved, all Class Members who do not file a "Request for Exclusion" and the "Releasing Parties" (as defined in the Settlement Agreement) will be deemed to release Mattel, Fisher-Price, and any other "Released Party" (as defined in the Settlement Agreement) of any liability for "Released Claims" (as defined in the Settlement Agreement) relating to the Recalled Toys. Class Members will also be deemed to give a "Covenant Not To Sue" (as defined in the Settlement Agreement). However, no individual personal injury claim relating to a Recalled Toy is released under the Settlement.

When and if the Court enters the final judgment and approves this Settlement, Class Members will be deemed to have given up all their rights as to the Released Claims and will be barred from suing Mattel or the other Released Parties or from violating the Covenant Not to Sue. Also, Class Members can no longer benefit from California Civil Code section 1542 (and similar state laws), which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Also, when and if the Settlement becomes effective, each of the Released and Releasing Parties shall be deemed mutually to release one another, and their respective affiliates, employees, officers and directors, and representatives from all claims relating to this lawsuit, as described in more detail in the Agreement.

Class Members and the Released Parties may still seek the assistance of the Court to enforce the Settlement Agreement, and the Court will continue to oversee the lawsuit in order to interpret and enforce

the Settlement Agreement.

If you are a Class Member, you may choose, at your own expense, to enter an appearance in this lawsuit personally or through a lawyer of your choice. If you do not enter an appearance before February 22, 2010, your interests will be represented by the Plaintiffs and Co-Lead Counsel listed below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member, you will automatically be bound by the terms of the Settlement, unless you take affirmative steps to get out of the Settlement Class. This is called “excluding yourself” or “opting out” of the Class.

12) HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself or “opt out” from the Settlement, you must send a Request for Exclusion to the Claims Administrator post-marked by **February 22, 2010** to Gilardi & Co., LLC, P.O. Box 8090, San Rafael, CA 94912-8090.

You must personally sign the Request for Exclusion and include: (1) your name; (2) your address and telephone number; and (3) a statement that you wish to be excluded from the Settlement Class and from participating in the Settlement. Requests for Exclusion will be accepted only from the individual signing the Request. “Mass” or “class” opt-outs are not permitted.

If you “opt out” of the Class, you will not: (1) be legally bound by anything that happens in this lawsuit; (2) get any payment; (3) gain any rights under the Settlement; or (4) be able to object to any aspect of the Settlement.

13) IF I EXCLUDE MYSELF, CAN I GET MONEY IN THE SETTLEMENT?

No. If you exclude yourself, do not send in a Claim Form to ask for any money or replacement parts. Also, you cannot object to the Settlement. But, you may sue Mattel in the future about the Recalled Toys on your own. Note that, even if you do not exclude yourself and you remain a Class Member, you can later sue Mattel individually for any personal injuries.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not like the Settlement and why it should not be approved.

14) HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you’re a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court shouldn’t approve it. The Court will consider your views so long as you follow the directions below.

To object, you must send a letter saying that you object to *In re Mattel, Inc., Toy Lead Paint Products Liability Litigation*, and explain all of your objections and your reasons why you think the Settlement shouldn’t be approved by the Court. You must also state whether you intend to appear personally at the Final Approval Hearing, or have your attorney make an appearance. Be sure to include your name, address, telephone number, and Proof of Purchase of a Recalled Toy(s). Mail the objection to these three places postmarked **by no later than February 22, 2010**:

CLAIMS
ADMINISTRATOR

c/o Gilardi & Co. LLC
P.O. Box 8090
San Rafael, CA 94912-8090

CO-LEAD COUNSEL

John J. Stoia, Jr.
Rachel L. Jensen
Coughlin Stoia Geller
Rudman & Robbins, LLP
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San Diego, CA 92101

Joe R. Whatley, Jr.
Elizabeth Rosenberg
Whatley Drake & Kallas LLC
1540 Broadway, 37th Floor
New York, NY 10036

MATTEL'S COUNSEL

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Jones Day
North Point
901 Lakeside Avenue
Cleveland, OH 44114

Thomas E. Fennell
Michael L. Rice
Jones Day
2727 North Harwood Street
Dallas, TX 75201-1515

Please do not contact the Court directly.

15) WHAT'S THE DIFFERENCE BETWEEN EXCLUDING MYSELF AND OBJECTING TO THE SETTLEMENT?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and ask to speak, but you don't have to.

16) WHEN AND WHERE IS THE HEARING?

The Court scheduled a hearing for final approval before Judge Dale S. Fischer, **on March 15, 2010, at 1:30 p.m.**, at the United States District Court for the Central District of California—Western Division, Roybal Federal Building, in Courtroom 840, at 255 East Temple Street, Los Angeles, California 90012. The Court may reschedule the Final Approval Hearing without further notice. If the hearing is rescheduled, the new date will be posted at www.mattelsettlement.com.

At the hearing, the Court will consider whether the Settlement is fair, reasonable and adequate, and whether to enter final judgment in light of the Settlement. The Court will consider how much to pay Co-Lead Counsel and whether to pay Class Representatives incentive awards, all of which will be paid by Mattel. After the hearing, the Court will make the final decision on these issues. We do not know how long it will take for the Court to make the final decision. Please do not contact the Court directly.

17) MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing to object to: (i) the Settlement; (ii) dismissal of this lawsuit in light of the Settlement; (iii) the Release of Class Members' claims against Defendants and the other Released Parties; (iv) the request of Co-Lead Counsel for attorneys' fees and expenses; or (v) the requests of the Class Representatives for incentive awards.

To speak at the hearing, you must send a letter called a "Notice of Intention to Appear in *In re Mattel, Inc., Toy Lead Paint Products Liability Litigation*." Be sure to include your name, address, telephone number, and Proof of Purchase of a Recalled Toy(s), and postmark the letter **no later than February 22, 2010**. You must send your letter to the Claims Administrator, Co-Lead Counsel, and Mattel's Counsel, at the addresses on page 9, in question 14.

Any Class Member who does not make his or her objections according to all these requirements waives their objections to the Settlement, to payment of Co-Lead Counsel for attorneys' fees and expenses, and to payment of incentive awards to Plaintiffs.

You cannot speak at the hearing if you exclude yourself from the Class.

18) WHAT HAPPENS IF THE SETTLEMENT IS APPROVED?

When and if the Court approves the Settlement after the Final Approval Hearing, it will enter a “Final Judgment” which, among other things, will:

- Order all the Parties to carry out the terms of the Settlement;
- Dismiss the lawsuit with prejudice; and
- Put into effect the Releases and Covenant Not To Sue detailed above.

19) WHAT IF THE COURT DOESN'T APPROVE THE SETTLEMENT?

If the Court does not approve the Settlement, you will not receive a payment as described in this Notice. However, if you return a Recalled Toy in anticipation of the Settlement, Mattel will provide a voucher for the Recall Price of the Recalled Toy(s), or replacement part(s) under the terms of the Recalls identified in “Exhibit A.” Also, if more people “opt out” of the Class than specified in a separate agreement of the Parties, the Settlement will fail. However, even if the Court does not award Co-Lead Counsel attorneys’ fees and expenses, or Plaintiffs’ incentive awards, the Settlement will still go through.

If the Settlement fails for any reason, no Class Member will be legally affected by the Settlement or anything else in this lawsuit, all the Parties in this lawsuit will be back where they were before the Settlement Agreement, and no Party may use or refer to the Settlement Agreement to the disadvantage of the other Party.

THE PEOPLE WHO ARE REPRESENTING YOU

20) DO I HAVE A LAWYER IN THIS CASE?

The Court assigned the following attorneys to represent you and the other Class Members:

John J. Stoia, Jr. Rachel L. Jensen Coughlin Stoia Geller Rudman & Robbins, LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	Joe R. Whatley, Jr. Edith M. Kallas Whatley Drake & Kallas LLC 1540 Broadway, 37th Floor New York, NY 10036
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Together the lawyers are called “Co-Lead Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You are also represented by the “Plaintiffs,” whom the Court assigned to serve as “Class Representatives” for you and the other Class Members.

21) HOW WILL MY REPRESENTATIVES BE PAID?

The Co-Lead Counsel will apply to the Court for their fees and expenses up to \$12.9 million, to which Mattel does not object. This will not affect the amount of relief available to any Class Member. The amount of attorneys’ fees and expenses for Co-Lead Counsel was negotiated separately after the Parties reached agreement on all the other terms of the Settlement. Mattel agreed to pay up to \$500 to each Class Representative (per family or address) as an “incentive award” if approved by the Court, which will not affect the amount of relief available to the Class.

GETTING MORE INFORMATION

22) ARE MORE DETAILS ABOUT THE SETTLEMENT AVAILABLE?

This Notice is just a summary of the Settlement and may not answer all your questions. More details are in the Settlement Agreement and the documents that are “Exhibits” to the Settlement Agreement, including a description of all the Recalled Toys, the Claim Form, and help in determining

23) HOW DO I GET MORE INFORMATION?

For more information, visit www.mattelsettlement.com or contact the Claims Administrator directly by calling 1-888-955-2715, or by writing to:

**In re Mattel, Inc., Toy Lead Products Liability Lit.
c/o Gilardi & Co. LLC
P.O. Box 808054
Petaluma, CA 94975-8054**

You may also read the papers about this lawsuit at the Office of the Clerk of the Court, United States District Court for the Central District of California, 312 North Spring Street, Room G-8, Los Angeles, California 90012. You may seek advice from your attorney at your own expense.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, MATTEL'S COUNSEL,
MATTEL, FISHER-PRICE, OR ANY OTHER DEFENDANTS FOR INFORMATION. ALL
INQUIRIES SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR AT THE NUMBER OR
ADDRESS ABOVE.**

Terry Nafisi
Clerk of the Court
United States District Court for the
Central District of California

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ELECTRONIC MAIL NOTICE LIST

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MANUAL NOTICE LIST

The following is the list of attorneys who are not on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

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