

Justin Lo, Esq. (SBN 280102)
WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 300
Torrance, CA 90505
Telephone: (310) 248-2944
Facsimile: (424) 355-8335
Email: justin@caworklawyer.com

Edward W. Choi, Esq. (SBN 211334)
LAW OFFICES OF CHOI & ASSOCIATES, P.C.
515. S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

Attorneys for Plaintiff ERIC HARDIE and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE – COMPLEX CIVIL

ERIC HARDIE, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

MATTEL, INC., a Delaware Corporation;
MATTEL HQ, INC., a Delaware Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV11096

Assigned for All Purposes to Honorable
William F. Highberger in Department 10

**[PROPOSED] ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 31, 2026
Time: 10:30 a.m.
Dept: 10

1 This matter having come before this Court for hearing on August 31, 2026 at 10:30
2 a.m. on Plaintiff ERIC HARDIE's ("Named Plaintiff") Motion for Final Approval of Class
3 Action Settlement, as set forth in the Parties' Class Action and Private Attorneys General Act
4 (Labor Code § 2698, *et seq.*) Settlement Agreement and Amendment to Class and PAGA
5 Action Settlement Agreement (collectively "Settlement Agreement"), and pursuant to the
6 Order Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary
7 Approval Order"), adequate notice having been given as required in said Order, and the Court
8 having considered all papers filed and proceedings had herein, and good cause appearing
9 therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Named Plaintiff and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of \$875,000.00 and the terms
13 set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The
14 Settlement Agreement is hereby incorporated into this Order as though fully set forth herein.
15 Except as otherwise specified herein and for purposes of this Order, the terms used in this
16 Order have the meaning assigned to them in the Settlement Agreement and Notice of
17 Settlement of Class Action Settlement and Hearing Date for Final Court Approval ("Class
18 Notice").

19 The Court hereby certifies the following Classes for settlement purposes only:

20 "Paid Stipend Class" means a member of the Class who was employed by Defendants
21 between March 21, 2020 and July 31, 2021, who received a stipend from Defendants,
22 and who was (1) assigned to work at Defendants' San Bernardino, California location
23 and worked remotely or (2) assigned to work at Defendants' El Segundo, California
24 location.

24 "Unpaid Stipend Class" means a member of the Class who was employed by
25 Defendants between March 21, 2020 and July 31, 2021, who did not receive a stipend
26 from Defendants, and who was (1) assigned to work at Defendants' San Bernardino,
27 California location and worked remotely or (2) assigned to work at Defendants' El
28 Segundo, California location.

"Post Reopening Class" means a member of the Class who was employed by
Defendants between August 1, 2021 and July 16, 2025, and who was (1) assigned to

1 work at Defendants' San Bernardino, California location and worked remotely or (2)
2 assigned to work at Defendants' El Segundo, California location.

3 The Court has determined that the Class Notice provided to the Class pursuant to the
4 Preliminary Approval Order fully and accurately informed all Class Members of the material
5 elements of the proposed Settlement, constituted the best notice practicable under the
6 circumstances, and constituted valid, due and sufficient notice to all Class Members.

7 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
8 reasonable and adequate in all respects, determines that the Settlement was made in good faith
9 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
10 accordance with the terms of the Settlement Agreement. The Court further finds that the
11 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
12 thoroughly and adequately investigated the claims and became familiar with the strengths and
13 weaknesses of those claims. In particular, the amount of monies allocated to the Class
14 Members, and the assistance of an experienced mediator in the settlement process, among
15 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and
16 adequate. The amounts agreed to be paid by Defendants, including the Individual Settlement
17 Payments to be paid to Settlement Class Members as provided for by the Settlement
18 Agreement, are fair and reasonable under the facts of this case.

19 The Court hereby grants final approval of attorneys' fees in the amount of \$435,592.82,
20 that will be paid as follows: (1) Law Offices of Choi & Associates, P.C. in the amount of
21 \$217,796.41 and (2) Work Lawyers, P.C. in the amount of \$217,796.41.

22 The Court hereby grants final approval of attorneys' costs in the amount of \$33,905.77
23 to Class Counsel that will be paid as follows: (1) Law Offices of Choi & Associates, P.C. in
24 the amount of \$2,163.02 and (2) Work Lawyers, P.C. in the amount of \$31,742.75.

25 The Court hereby grants final approval of an enhancement award in the amount of
26 \$10,000.00 to Named Plaintiff, in addition to his share of the Class Settlement Payment
27 Allocation as a Settlement Class Member, for his time and effort serving as the Class
28 Representative.

1 The Court also hereby approves payment of \$23,000.00 to Phoenix Settlement
2 Administrators, the appointed Settlement Administrator, for the services it has rendered and
3 will render in administering the Settlement as described more fully in the Settlement
4 Agreement.

5 Pursuant to California Labor Code Section 2698, et seq., the Court also hereby
6 approves payment of \$30,000.00 to the California Labor & Workforce Development Agency
7 (“LWDA”) as payment for Named Plaintiff’s claims on his own behalf and on behalf of all
8 aggrieved employees/Class Members for penalties under the Private Attorneys General Act
9 (“PAGA”). The \$30,000.00 payment constitutes the 75% allocation to the LWDA of the total
10 amount of \$40,000.00 allocated to PAGA penalties.

11 The Court hereby finds that the Class Notice and all related documents have been
12 mailed to all Class Members as previously ordered by the Court, and that such Class Notice
13 fairly and adequately described the terms of the proposed Settlement Agreement, the manner in
14 which Class Members could object to or participate in the Settlement, and the manner in which
15 Class Members could opt out of the Class; was the best notice practicable under the
16 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
17 with California Rule of Court 3.769, due process and all other applicable laws.

18 The Court further finds that a full and fair opportunity has been afforded to Class
19 Members to participate in the proceedings convened to determine whether the proposed
20 Settlement Agreement should be given final approval. Accordingly, the Court hereby
21 determines that all Class Members who did not file a timely and proper request to be excluded
22 from the Settlement are bound by this Order.

23 The Court finds that there are six (6) requests for exclusion submitted by Jose G.
24 Amezcua, Kambiz Betaharon, Thomas Coles, John E. Friberg, Gemma Louise Hay, and
25 Andrea Sini. Based thereon, these individuals are excluded from the Settlement and not bound
26 by this Order.

27 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
28 the Class, Named Plaintiff and Defendants. The Court further finds that the Settlement is the

1 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between
2 the Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
3 involvement of an experienced mediator, and all Settlement Class Members, and confers a
4 significant financial benefit to the Class commensurate with the likely recovery if Named
5 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
6 Settlement Agreement is consistent with public policy, and fully complies with all applicable
7 provisions of law, including the provisions of California Code of Civil Procedure section 382
8 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
9 Defendants' defenses, the amounts paid under the Settlement, the allocation of settlement
10 proceeds among the Class Members and the fact that a settlement represents a compromise of
11 the Parties' respective positions rather than the result of a finding of liability at trial all support
12 the Court's decision granting final approval. The following factors also support the decision
13 granting final approval: the risk, expense, complexity and likely duration of further litigation;
14 the risk of attaining and maintaining class action status throughout the proceedings; and the
15 extent of discovery completed and the stage of the proceedings.

16 The reaction of the Class Members to the proposed Settlement further supports the
17 Court's decision granting final approval. There were no objections and only six requests for
18 exclusion.

19 Phoenix Settlement Administrators shall calculate and administer from the Maximum
20 Gross Settlement Amount the following, all of which shall be deducted from the \$875,000.00
21 Gross Settlement Amount: Settlement Class Awards to be made to the Settlement Class
22 Members; Attorneys' Fees and Expenses Payment to Class Counsel; Enhancement Payment to
23 the Named Plaintiff; and PAGA payment to the LWDA. Phoenix Settlement Administrators is
24 hereby directed to mail the Individual Settlement Payments and take all other actions in
25 furtherance of the settlement administration as specified in the Settlement Agreement.

26 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in
27 the Settlement Agreement and in the Class Notice, are approved and are hereby incorporated
28 by reference and made a part of this Order as though fully set forth herein. As more

1 specifically set forth in the Settlement Agreement, by operation of the entry of this Order and
2 Judgment and pursuant to the Settlement, Named Plaintiff waives and releases the Released
3 Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order and
4 Judgment.

5 By means of this Final Approval Order, final judgment is entered, as defined in section
6 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
7 operating as a full release and discharge of Released Claims as follows:

8 Release by Participating Class Members: "Upon the Effective Date and
9 funding of the Gross Settlement Amount, Plaintiff, Participating Class
10 Members, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and
12 assigns, shall release the Released Parties from any and all claims and/or
13 causes of action for damages and or penalties under Labor Code §2802
14 and the California IWC's Wage Orders that were plead or which could
15 have been pled based on the factual allegations and claims stated in the
16 Class Action Complaint, Amended Class Action Complaint, or Plaintiff's
17 PAGA Notices that accrued at any time during the Class Period for unpaid
18 business related expenses.

19 Release by Aggrieved Employees: Upon the Effective Date and funding of the
20 Gross Settlement Amount, Plaintiff, Aggrieved Employees, on behalf of
21 themselves and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns, shall release the
23 Released Parties from any and all claims and/or causes of action for PAGA
24 penalties predicated on violations of Labor Code § 2802 and the California
25 IWC's Wage Orders that were pled or which could have been pled based
26 on the factual allegations and claims stated in the Class Action Complaint,
27 Amended Class Action Complaint, or Plaintiff's PAGA Notices that accrued at
28 any time during the PAGA Period for unpaid business related expenses.

29 All rights to appeal this Order or the Judgment have been waived except as specifically
30 permitted in the Settlement Agreement.

31 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
32 obligations under the Settlement or under this Order.

33 Settlement Class Members shall have one-hundred eighty (180) days from the date of
34 issuance of the check to negotiate the check. Funds represented by Individual Settlement
35 Payment checks returned as undeliverable and Individual Settlement Payment checks

1 remaining un-cashed for more than 180 days after issuance will be tendered to the California
2 State Controller to be held in the unclaimed property fund in the name of the Settlement Class
3 Member.

4 A non-appearance compliance hearing is set for _____, 2027 in
5 Department 10 of the above-referenced Court. At least ten (10) court days prior to the
6 compliance hearing, the Settlement Administrator will provide a written declaration under oath
7 to certify the total amount that was paid to all class members and ensure that distribution of the
8 un-cashed funds be tendered to the California State Controller to be held in the unclaimed
9 property fund in the name of the Settlement Class Member.

10 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
11 and continuing jurisdiction over the action and the Parties for purposes of supervising the
12 implementation, enforcement, construction, administration and effectuation of the Settlement
13 Agreement.

14 The Parties and Phoenix Settlement Administrators are hereby ordered to implement
15 and comply with the terms of the Settlement Agreement.

16 Notice of entry of this Order and Judgment will be available on the Settlement
17 Administrator's website.

18
19 **IT IS SO ORDERED AND ADJUDGED.**

20
21
22 Dated: _____, 2026

23 _____
24 Honorable William F. Highberger
25 Judge of the Superior Court
26
27
28