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Attorneys for Plaintiff ERIC HARDIE and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

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. BC705075

*Assigned for All Purposes to Honorable
William Highberger in Department 10*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 27, 2026

Time: 10:30 a.m.

Dept.: 10

1 **[PROPOSED] ORDER**

2 The Court has considered the Class Action and Private Attorneys General Act (Labor Code
3 § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”) and all other papers filed in this
4 action.

5 NOW THEREFORE, IT IS HEREBY ORDERED:

6 1. All defined terms contained herein shall have the same meanings as set forth in the
7 Settlement Agreement;

8 2. The Class Representative, Plaintiff Eric Hardie (“Class Representative” or
9 “Plaintiff”)) and Defendants Mattel, Inc. and Mattel HQ, Inc. (collectively referred to as
10 “Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”), have reached an
11 agreement to settle all claims in the Action (“Action”) on behalf of the Class as a whole;

12 3. The Court hereby conditionally certifies the following Class for settlement
13 purposes only as follows:

14 “Paid Stipend Class” means a member of the Class who was employed by Defendants
15 between March 21, 2020 and July 31, 2021, who received a stipend from Defendants, and
16 who was (1) assigned to work at Defendants’ San Bernardino, California location and
worked remotely or (2) assigned to work at Defendants’ El Segundo, California location.

17 “Unpaid Stipend Class” means a member of the Class who was employed by Defendants
18 between March 21, 2020 and July 31, 2021, who did not receive a stipend from
19 Defendants, and who was (1) assigned to work at Defendants’ San Bernardino, California
20 location and worked remotely or (2) assigned to work at Defendants’ El Segundo,
California location.

21 “Post Reopening Class” means a member of the Class who was employed by Defendants
22 between August 1, 2021 and July 16, 2025, and who was (1) assigned to work at
23 Defendants’ San Bernardino, California location and worked remotely or (2) assigned to
work at Defendants’ El Segundo, California location.

24 Should for whatever reason the Settlement Agreement not become Final, the fact that the
25 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall
26 have no bearing on, or be admissible in connection with, the Action or the issue of whether a class
27 should be certified in a non-settlement context.

28 4. The Court appoints and designates: (a) Plaintiff Eric Hardie as the Class

1 Representative and (b) Edward W. Choi of Law Offices of Choi & Associates, P.C. and Justin Lo
2 of Work Lawyers, P.C., as Class Counsel for the Class. Class Counsel is authorized to act on
3 behalf of the Class with respect to all acts or consents required by, or which may be given,
4 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the
5 Settlement Agreement and its terms. Any Class Member may enter an appearance through his or
6 her own counsel at such Class Member's own expense. Any Class Member who does not enter an
7 appearance or appear on his or her own behalf and who does not opt-out of the Settlement
8 Agreement will be represented by Class Counsel.

9 5. The Court hereby approves the terms and conditions provided for in the Settlement
10 Agreement.

11 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
12 Settlement Amount of \$875,000.00, which is to be distributed as follows: (a) up to \$10,000.00 is
13 to be paid to the Class Representative for his Service Award, (b) up to \$435,592.82 shall be paid
14 to Class Counsel for attorneys' fees, plus up to \$35,000.00 for reimbursement of litigation costs,
15 (c) up to \$40,000.00 shall be allocated as PAGA penalties (of which 75% (\$30,000.00) shall be
16 paid to the LWDA and 25% (10,000.00) shall be paid to the Net Settlement Amount for
17 distribution to Participating Class Members), and (d) the Settlement Administrator shall be paid
18 for its fees and costs relating to the settlement administration process which is expected to not
19 exceed \$23,000.00. The Court further hereby preliminarily approves the Net Settlement Amount
20 and the formulas provided in the Settlement Agreement regarding Individual Settlement
21 Payments.

22 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
23 within the range of reasonableness of a settlement, including the amount of the PAGA penalties,
24 Class Representative Service Award, Class Counsel's fees and costs, the Settlement
25 Administration fees, and the allocation of payments to Class Members, that could ultimately be
26 given final approval by this Court. It appears to the Court on a preliminary basis that the
27 settlement is fair, adequate, and reasonable as to all potential Class Members when balanced
28 against the probable outcome of further litigation relating to liability and damages issues. It also

1 appears that extensive and costly investigation, research, and court proceedings have been
2 conducted so that counsel for the settling Parties are able to reasonably evaluate their respective
3 positions. It appears to the Court that settlement at this time will avoid substantial additional costs
4 by all settling parties, as well as avoid the delay and risks that would be presented by the further
5 prosecution of the Action. It also appears that settlement has been reached as a result of intensive,
6 serious, and non-collusive arms-length negotiations.

7 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on
8 _____ at _____ in Department 10 of the Superior Court of the State of
9 California, County of Los Angeles, Spring Street Courthouse, located at 312 N. Spring St., Los
10 Angeles, CA 90012 to determine all necessary matters concerning the Settlement Agreement,
11 including whether the proposed settlement of the action on the terms and conditions provided for
12 in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by
13 the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered
14 herein. At this same time, a hearing on Class Counsel’s motion for attorneys’ fees and
15 reimbursement of litigation costs and the Class Representative’s service award shall also be held.

16 9. The Court hereby approves, as to form and content, the Class Notice to be sent to
17 Class Members, which is attached as an exhibit to the Settlement Agreement. The Court finds that
18 distribution of the Class Notice to Class Members substantially in the manner and form set forth in
19 the Settlement Agreement and this Order meets the requirements of due process and shall
20 constitute due and sufficient notice to all parties entitled thereto.

21 10. The Court appoints and designates Phoenix Settlement Administrators as the
22 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
23 approved Class Notice to Class Members pursuant to the procedures set forth in the Settlement
24 Agreement.

25 11. Any Class Member may choose to opt out of and be excluded from the settlement
26 as provided in the Settlement Agreement and Class Notice and by following the instructions for
27 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
28 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any

1 exclusion request must be in writing and signed by each such Class Member opting-out and must
2 otherwise comply with the requirements delineated in the Class Notice. Class Members who have
3 not requested exclusion by submitting a valid and timely exclusion request, by the Response
4 Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
5 Judgment.

6 12. Any Class Member may object to the Settlement Agreement or express his or her
7 views regarding the Settlement Agreement, and may present evidence and file briefs or other
8 papers that may be proper and relevant to the issues to be heard and determined by the Court as
9 provided in the Class Notice. Any Class Member who does not make his or her objection in the
10 manner provided for in the Settlement Agreement and Class Notice, including by the Response
11 Deadline or appearing at the Final Approval Hearing, shall be deemed to have waived such
12 objection and shall forever be foreclosed from making any objection to the Settlement Agreement.

13 13. The Motion for Final Approval shall be filed by the Class Representative no later
14 than sixteen (16) court days before the Final Approval Hearing.

15 14. In the event that the Effective Date occurs, all Settlement Class Members and Class
16 Representative will be deemed to have forever released and discharged the Released Claims
17 applicable to them.

18 15. The Court reserves the right to adjourn or continue the date of the Final Approval
19 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class,
20 and retains jurisdiction to consider all further applications arising out of or connected with the
21 Settlement Agreement.

22
23 IT IS SO ORDERED.

24
25 DATED: _____

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