

<b>STATE OF MICHIGAN</b> JUDICIAL DISTRICT 30th JUDICIAL CIRCUIT COUNTY PROBATE	<b>SUMMONS AND COMPLAINT</b>	<b>CASE NO.</b> 08-11634-CP
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**Court address** Veterans Memorial Courthouse, 313 W. Kalamazoo, Lansing, MI 48901-7971 **THOMAS L. BROWN** **Court telephone no.** (313) 483-6500

Plaintiff name(s), address(es), and telephone no(s).  
**MICHAEL A. COX**, Attorney General of the State of Michigan, on behalf of the People of the State of Michigan;

v

Defendant name(s), address(es), and telephone no(s).  
**Mattel, Inc. and Fisher Price, Inc.**  
 C/O Maureen Taylor (P63547) 313-983-7494  
 Butzel Long

Plaintiff attorney, bar no., address, and telephone no.  
 Suzanne Hassan (P67620)  
 PO Box 30213  
 Lansing, MI 48909  
 517-335-0855

Attorney for Mattel, Inc. and Fisher Price, Inc.  
 150 West Jefferson, Suite 100  
 Detroit, MI 48226

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:  
 1. You are being sued.  
 2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). MCR 2.111(C)  
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued <b>DEC 15 2008</b>	This summons expires <b>MAR 16 2009</b>	Court clerk <b>MIKE BRYANTON</b>
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\*This summons is invalid unless served on or before its expiration date.  
 This document must be sealed by the seal of the court.

**COMPLAINT** *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**VENUE**

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Place where action arose or business conducted	

December 12, 2008  
 Date

Suzanne Hassan  
 Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

**PROOF OF SERVICE**

**SUMMONS AND COMPLAINT**

Case No. 08- -CP

**TO PROCESS SERVER:** You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE**

**OFFICER CERTIFICATE**

**OR**

**AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

- I served personally a copy of the summons and complaint,
- I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with \_\_\_\_\_  
List all documents served with the Summons and Complaint

\_\_\_\_\_ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

- I have personally attempted to serve the summons and complaint, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_, \_\_\_\_\_ County, Michigan.  
Date

My commission expires: \_\_\_\_\_ Date Signature: \_\_\_\_\_  
Deputy court clerk/Notary public

Notary public, State of Michigan, County of \_\_\_\_\_

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with the Complaint for Injunctive and Attachments  
Other Relief, and Final Judgment by Consent on \_\_\_\_\_ December \_\_\_\_\_, 2008  
Day, date, time

Signature \_\_\_\_\_ on behalf of Mattel, Inc. and Fisher Price, Inc.

STATE OF MICHIGAN  
IN THE 30TH JUDICIAL CIRCUIT COURT  
INGHAM COUNTY

MICHAEL A. COX, Attorney General of  
the State of Michigan, *ex rel* STATE OF  
MICHIGAN,

Plaintiff,

v

MATTEL, INC. and FISHER PRICE, INC.,

Defendants.

Hon. **THOMAS L. BROWN**

Case No. 08- 1636 -CP

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Suzanne Hassan (P67620)  
Assistant Attorney General  
Consumer Protection Division  
Michigan Department of Attorney General  
P.O. Box 30213  
Lansing, MI 48909  
(517) 335-0855

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**CONSUMER FRAUD COMPLAINT**

**I. INTRODUCTION**

1. This is an action brought in the public interest by Plaintiff State of Michigan, through its Attorney General, Michael A. Cox, under the Michigan Consumer Protection Act, MCL 445.901 *et seq.*, against Defendants for manufacturing and/or selling in or into the State of Michigan children's toys containing excessive amounts of lead. The State seeks an injunction prohibiting Defendants and persons acting in concert with them from committing unfair or deceptive acts or practices in the course of manufacturing children's products, and in the course of selling and/or offering to sell children's products in or into the State of Michigan.

## II. JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to MCL 445.905(1).

3. Venue is proper in this Court pursuant to MCL 445.905(1), MCL 600.1631, and MCL 600.715 in that toys were offered for sale and/or otherwise entered into commerce in Ingham County, Michigan.

## III. PARTIES

4. Defendant Mattel, Inc. ("Mattel") is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 333 Continental Boulevard, El Segundo, California 90245-5012.

5. Defendant Fisher-Price, Inc. ("Fisher-Price") is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 636 Girard Avenue, East Aurora, NY 14052-1824. Fisher-Price, Inc. is a subsidiary of Mattel, Inc.

6. The Michigan Attorney General is authorized under the Michigan Consumer Protection Act, MCL 445.901 *et seq.*, to sue to enforce prohibitions on unfair and deceptive acts and practices.

## IV. BACKGROUND

7. Lead is highly toxic, particularly to young children.

8. There is no safe level of lead in the body.

9. Even very small amounts of lead can cause serious neurological damage, including drops in IQ and, in the long term, behavioral problems.

10. Higher exposures to lead cause acute effects, including seizures, coma or death.

11. Lead exposure is cumulative such that multiple sources of exposure compound the negative health effects in children.

12. One of the sources of exposure to lead is products, or pieces of products, containing lead, which young children can mouth or swallow.

13. The amount of lead in a product is measured in parts per million (ppm) of total lead content, which can also be expressed as a percentage.

14. At the time the recalled products at issue in this Complaint were manufactured, distributed, and otherwise introduced into commerce in Michigan, a federal standard for lead content in surface coatings of children's products set the maximum allowable lead level at 600 ppm.

15. Even the 600 ppm standard is high, given the fact that it was originally premised on outmoded assumptions about how much lead can be present in children's blood without significant health effects, and did not take into account the existence of multiple sources of exposure to lead, such as housing, soil, and children's products.

## V. FACTS

16. On August 2, 2007, Defendant Fisher-Price voluntarily recalled in the United States approximately 967,000 units of Fisher-Price children's toys manufactured in China between April 19, 2007, and July 6, 2007, for excessive levels of lead in surface paints.

17. On August 14, 2007, Defendant Mattel voluntarily recalled in the United States approximately 253,000 units of children's toys manufactured in China for excessive levels of lead on the product surface.

18. On September 4, 2007, Defendant Mattel voluntarily recalled in the United States approximately 675,000 units of children's toys manufactured in China between September 30, 2006, and August 20, 2007, for excessive levels of lead in surface paints.

19. Also on September 4, 2007, Defendant Fisher-Price voluntarily recalled in the United States almost 100,000 units of children's toys manufactured in China for excessive levels of lead in surface paints.

20. On October 25, 2007, the defendant Fisher-Price, voluntarily recalled in the United States approximately 38,000 units of children's toys manufactured in China, for excessive levels of lead in surface paint on children's toys.

21. Defendants manufactured and caused to be introduced into commerce in Michigan children's toys with surface coatings of lead-based/lead-containing paint that posed an unreasonable risk of injury to children. Levels detected in samples of concern for this case exceeded 600 ppm. Many samples were over 1000 ppm, several samples tested at over 10,000 ppm, and some over 50,000 ppm.

22. Defendants caused or allowed "Certificate[s] of Compliance" to be issued by testing laboratories for the recalled toys by that were marked as valid for periods of time up to 12 months. In general, each certificate of compliance, indicating compliance with standards for lead and other heavy metals as well as other safety requirements, appears to be based on a single product testing event. The Certificates of Compliance were deceptive and/or misleading in that they purported to be valid for a future period of time for which Defendants did not have adequate auditing and process control of manufacturing facilities and/or testing of surface coatings and/or finished products to assure compliance for that period.

## VI. CAUSE OF ACTION: UNFAIR AND DECEPTIVE TRADE PRACTICES

23. The State of Michigan hereby re-alleges and incorporates herein paragraphs 1 through 22, above.

24. The Michigan Consumer Protection Act, MCL 445.901 *et seq.* prohibits unfair or deceptive acts or practices in trade or commerce.

25. Defendants' manufacture, distribution, and/or introduction into commerce of children's products containing excessive amounts of lead in or into Michigan was an unfair and deceptive practice in violation of MCL 445.903(e).

26. Defendants have further engaged in unfair and deceptive practices in violation of MCL 445.903 by:

- a. Introducing products it manufactured into commerce in Michigan without adequate safeguards and testing to ensure product safety;
- b. Failing to adequately investigate circumstances indicating a lack of process control in the manufacturing and testing of children's products; and
- c. Causing or allowing compliance certificates to be issued concerning lead levels in surface coatings of children's products without sufficient basis to ensure compliance.

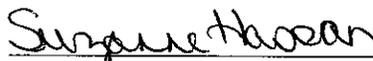
WHEREFORE the State of Michigan requests that the Court grant:

1. An injunction prohibiting Defendants from selling in or into Michigan children's products containing excessive lead.
2. Payment to the State of appropriate civil penalties, and reimbursement of the State's reasonable costs of investigating and litigating this matter, including attorney's fees.
3. Such other relief as the Court deems appropriate.

Dated: December 12, 2008

Respectfully Submitted,

MICHAEL A. COX  
Michigan Attorney General

  
SUZANNE HASSAN (P67620)  
Assistant Attorney General  
Consumer Protection Division  
Michigan Department of Attorney General  
P.O. Box 30213  
Lansing, Michigan 48909  
(517) 335-0855  
Fax: (517) 335-1935



1.2 Following Mattel's announcement of voluntary recalls of the Recalled Toys, the State of Michigan, acting by and through its Attorney General, in cooperation with a number of other states and with the cooperation of Mattel, conducted an investigation into the events that led to Mattel's voluntary recalls and withdrawal from sale of the Recalled Toys, Mattel's conduct related to the Recalled Toys, its quality assurance testing and procedures, and Mattel's recall procedures.

1.3 The Parties agree to entry of the Consent Judgment pursuant to a settlement of the disputed claims between the Parties as alleged in the Complaint for the purpose of avoiding prolonged and costly litigation, and to further the goal of enhancing toy safety in the public interest.

1.4 By agreeing to entry of the Consent Judgment, Mattel does not admit any fact, conclusion of law, or violation of law. Neither the Consent Judgment, nor Mattel's compliance with the Consent Judgment, shall be construed as an admission by Mattel of any fact, conclusion of law, issue of law or violation of law. Except as explicitly set forth herein, nothing in the Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may have in this or any other pending or future legal proceedings; nor shall anything in the Consent Judgment preclude the State or Mattel from opposing any such defense, argument or claim.

## **2.0 DEFINITIONS**

2.1 "Accessible" shall mean material that is or will become physically exposed to a child through normal and reasonably foreseeable use and abuse of a Children's Product as determined pursuant to ASTM F 963-07, and as and only to the extent use and abuse is specified by ASTM F 963-07. Any material that is not or does not become physically exposed to a child through normal and reasonably foreseeable use and abuse of a children's product, as use and abuse is specified by ASTM F 963-07, solely by reason of paint, electroplating, or other surface coating, shall be deemed "Accessible." The Parties further agree that, in the event that the

Consumer Product Safety Commission (“CPSC”) by final rule, exclusion, or exception pursuant to Section 101(b) of the Consumer Product Safety Improvement Act of 2008 (“CPSIA”) exempts any product, component or material, such rule, exclusion or exception shall apply for purposes of the Consent Judgment. The Parties also agree that in the event the CPSC by final rule determines that the Federal Lead Standards apply to any material that is not “Accessible” under the definition in the preceding sentences, then such material shall also be deemed “Accessible” under the Consent Judgment. The foregoing definition of “Accessible” was adopted solely for purposes of the Consent Judgment. It shall not affect the ability of the Attorney General to argue in any other context that materials that are not “Accessible” under the Consent Judgment nonetheless are or ought to be subject to the Federal Lead Standards or to lead standards prescribed by any State law. This Consent Judgment shall not apply to electronic components and accessories that are not “small objects” as described in ASTM F 963-07 § 4.6.1, but the State retains all other State and federal law enforcement authority.

2.2 “Attorney General” shall mean the Attorney General of the State of Michigan.

2.3 “Children’s Products” shall have the meaning those terms are given in Section 3(a) of the Consumer Product Safety Act (“CPSA”), 15 U.S.C. § 2052(a), as amended by Section 235 of the CPSIA.

2.4 “Covered Product” shall mean a finished Children’s Product that is manufactured by Mattel or for Mattel by a Vendor on or after the Effective Date and is sold or offered for sale to consumers in the State, including parts and components provided by Suppliers and Subcontractors that are packaged and sold by Mattel with or as part of any such Covered Product.

2.5 “Effective Date” shall mean November 30, 2008.

2.6 “Federal Lead Standards” shall mean any standards set by statute, or promulgated in a final rulemaking, before or after the Effective Date, under the CPSIA or by the CPSC relating to the maximum permissible levels of lead in Substrates and Surface Coatings, including

the products or components to which the standards apply and any exemptions from the application of those standards.

2.7 “Government Disclosure Restrictions” shall mean all U.S. federal and foreign government laws, regulations or requirements existing before or after the Effective Date, including but not limited to CPSC reporting, disclosure and publication obligations, instructions or practices, that prohibit or restrict the publication or disclosure or the timing of the publication or disclosure of information by Mattel. Nothing in the Consent Judgment shall be construed as preventing Mattel from arguing that the company is prohibited from disclosing information, and nothing in the Consent Judgment shall be construed to restrict any power of the State or Mattel to seek, through court or administrative process, any information from the other Party, subject to whatever defenses that other Party may otherwise have.

2.8 “Impermissible Lead” shall mean lead in excess of the Lead Standards.

2.9 “Lead Standards” shall mean the standards contained in subsection 3.1 of the Consent Judgment that set the maximum permissible levels of lead in Substrates and Surface Coatings used on or in an Accessible part of a finished Covered Product.

2.10 “Mattel” shall mean Mattel, Inc., and Fisher Price, Inc., and all of their United States and foreign subsidiaries, predecessors, successors, parents, and assigns that manufacture, distribute, market, offer for sale, and/or sell Covered Products.

2.11 “Participating States” shall mean Alabama, Alaska, Arizona, Arkansas, Connecticut, Delaware, Florida, Hawaii, Idaho, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia, Wisconsin, and Wyoming

2.12 “Participating Attorney(s) General” shall mean: the Attorney General or his or her designee, of the Commonwealth or State of Alabama, Alaska, Arizona, Arkansas, Connecticut, Delaware, Florida, Hawaii, Idaho, Iowa, Kansas, Kentucky, Maryland,

Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia, Wisconsin, and Wyoming.<sup>1</sup>

2.13 “Parties” shall mean Mattel and the Attorney General of the State.

2.14 “Recalled Toys” shall mean those products made by or for Mattel that Mattel withdrew from sale or recalled in the United States due to the potential presence of lead, on or after August 1, 2007, and prior to the Effective Date, as specifically identified in the attached Exhibit 1.

2.15 “Subcontractor” shall mean a third party, other than a Supplier or Vendor, that manufactures components or parts that are unique to Mattel products for a Vendor or Mattel.

2.16 “Substrates” shall mean any Accessible materials used in finished Covered Products that are not Surface Coatings.

2.17 “Supplier” shall mean a third party that provides bulk, generic and/or commodity materials and components not uniquely used by Mattel in the manufacture of its toys (including but not limited to plugs, cords, bolts, screws, or other parts commonly used by manufacturers of toys).

2.18 “Surface Coatings” shall mean those Accessible paints and other similar surface coating materials used on finished Covered Products as defined and limited by 16 C.F.R. § 1303.2(b)(1).

2.19 “Vendor” shall mean a third party that manufactures for Mattel finished Covered Products sold at wholesale by Mattel.

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<sup>1</sup> Hawaii is being represented on this matter by its Office of Consumer Protection, an agency which is not part of the state Attorney General’s Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity, the entire group will be referred to as the “Participating Attorneys General” and such designation, as it pertains to Hawaii, refers to the Executive Director of the State of Hawaii Office of Consumer Protection.

### **3.0 COMPLIANCE PROVISION / PERMANENT INJUNCTIONS**

#### **3.1 COMPLIANCE WITH LEAD STANDARDS: COVERED PRODUCTS**

Mattel shall not manufacture, distribute, donate, offer for sale or sell Covered Products with a concentration of lead in or on Accessible parts in excess of the following standards.

3.1.1 For each Accessible Surface Coating on a finished Covered Product, 90 parts per million (ppm) total lead for finished Covered Products manufactured after the Effective Date.

3.1.2 For each Accessible Substrate in or on a finished product:

3.1.2.1 300 ppm total lead for finished Covered Products manufactured after the Effective Date but before August 14, 2011; and

3.1.2.2 100 ppm total lead for finished Covered Products manufactured on or after August 14, 2011, unless the CPSC determines that a standard of 100 ppm total lead for finished Covered Products is not technologically feasible, in which case Mattel shall be obligated to comply with the standard established by the CPSC.

3.1.3 Nothing in the Consent Judgment shall prevent the State from enforcing more stringent applicable lead standards in State or federal law.

#### **3.2 RECORD KEEPING**

With respect to any Mattel finished Covered Product, Mattel shall keep or shall contractually require each of its Vendors to keep for at least four (4) years from the time the record was created: (a) records that identify each Subcontractor that manufactures parts or components with Accessible Surface Coatings or Substrates used on or in finished Covered Products; and (b) records of the protocols used and the results obtained from screening and testing performed.

#### **3.3 REPORTING VIOLATIONS OF LEAD STANDARDS**

If Mattel has reason to believe that it may have distributed, sold or otherwise introduced into the stream of commerce in or into the State a Covered Product that contains Impermissible

Lead, then Mattel shall immediately investigate, and upon confirmation, which shall take place as soon as reasonably possible, shall notify the Attorney General promptly, but in no event more than three (3) business days after Mattel's confirmation that the Covered Product contains Impermissible Lead. At that time, or as soon thereafter as practicable, Mattel shall supplement the initial notification with any test results and information it has about the source of the Covered Product, including the names and contact information of each facility owned by Mattel, a Vendor, Supplier, or Subcontractor, where the Covered Product or its parts were manufactured, decorated or assembled. The timing and content of any disclosures of information required under this section shall be subject to any Government Disclosure Restrictions.

### 3.4 RECALLS

3.4.1 Mattel shall provide to the Participating Attorneys General (or their designee) the information it provides in any written reports to the CPSC concerning any recall of Covered Products because of lead content, as soon as possible, once any such recall is approved and announced by the CPSC, as permitted by and consistent with Government Disclosure Restrictions, and any and all follow-up reports, including information contained in its progress reports on the efficacy of product recalls, subject to confidentiality as permitted by law.

3.4.2 Mattel shall provide direct notice of a recall because of lead content involving Covered Products to all consumers of the affected Covered Product for whom Mattel possesses address or e-mail information. The notice shall include, at a minimum, information that is equivalent to the information in the recall notice approved by the CPSC.

3.4.3 Upon request, Mattel shall, as permitted by and consistent with Government Disclosure Restrictions, provide to the affected State Attorney General information concerning the scope and effectiveness of any recall of Covered Products because of lead content in his or her State, including information concerning the retailers doing business within the State to which such product was provided, and the identity of distributors of the product doing business within the affected State.

### 3.5 CHILDREN'S PRODUCTS THAT ARE NOT COVERED PRODUCTS

If Mattel has reason to believe that a Children's Product sold in the State prior to February 10, 2009, and manufactured before the Effective Date by Mattel or for Mattel by a Vendor may contain more than 600 ppm lead in or on an Accessible Surface Coating or otherwise violates the applicable State's lead standard, then Mattel shall immediately investigate, and upon confirmation, which shall take place as soon as reasonably possible, shall promptly (i) stop distributing the Children's Products for sale in the State, (ii) notify customers of the non-conforming Children's Products, and (iii) inform the Attorney General of the issue and describe what action or actions it has taken to prevent the Children's Products from being sold by Mattel in the State. In no event shall Mattel first inform the Attorney General of the issue more than three (3) business days after Mattel's confirmation that a Children's Product manufactured before the Effective Date by Mattel or by a Vendor for Mattel contains more than 600 ppm lead in or on an Accessible Surface Coating. If Mattel or the State has reason to believe that a Children's Product sold in the State prior to February 10, 2009, and manufactured before the Effective Date by Mattel or for Mattel by a Vendor contains lead in an Accessible Substrate that poses a health hazard to children, Mattel shall work together with the Attorney General to resolve the matter as expeditiously as possible and in the interests of the consuming public. This section does not apply to electronic components and accessories that are not "small objects" as described in ASTM F 963-07 § 4.6.1. In the event Mattel undertakes a recall of a Children's Product manufactured before the Effective Date pursuant to CPSC regulations, it shall be deemed to satisfy Mattel's obligations hereunder, except that Mattel shall provide notice to the Attorney General in accordance with Section 3.4. Nothing in the Consent Judgment shall limit the authority of the Attorney General to take legal action under State or federal law with respect to a Children's Product manufactured prior to the Effective Date, except for the Recalled Toys, listed in Exhibit 1.

#### **4.0 PAYMENT**

Mattel shall pay, on or before January 30, 2009, by wire transfer or as otherwise directed, the sum of twelve million dollars (\$12,000,000) to the Participating Attorneys General. The payment shall be made to the Commonwealth of Massachusetts, Office of the Attorney General, to be distributed to the Participating Attorneys General as agreed upon by them for reimbursement for reasonable attorneys' fees, investigation costs, expert witness fees, and other expenses related to the investigation and resolution of this matter; for their consumer education, unfair competition, litigation or local consumer aid funds; for public protection or consumer protection purposes; and/or for use to educate the public about issues related to toy safety, as allowed by each Participating State's law at the sole discretion of each Participating State's Attorney General.

In the event that payment in full is not made by January 30, 2009, Mattel shall pay an additional penal sum of fifty thousand dollars (\$50,000) for each calendar day beyond January 30, 2009 for which payment is delayed. In the event that full payment of twelve million dollars (\$12,000,000) and accrued penalties is not received by February 27, 2009, this shall constitute a default of the payment provisions of this Consent Judgment, which may be pursued as Contempt by one designated State representing the Participating States.

#### **5.0 RELEASE**

5.1 Released claims. By execution of the Consent Judgment and any documents necessary to render the Consent Judgment effective and enforceable in the State of Michigan, and conditioned upon entry of the Consent Judgment in the State of Michigan and full and final payment by Mattel of the amounts provided in Paragraph 4 ("Payment"), the Attorney General releases Mattel and all of its U.S. and foreign past and present parents, subsidiaries, affiliates, officers, directors, employees, shareholders, insurers, attorneys, predecessors, successors,

retailers, distributors, licensors, licensees, customers and wholesalers (collectively, the "Released Parties") from all civil claims or causes of action of whatever kind or nature (including but not limited to all claims for compensatory and punitive damages, restitution, fines, costs, attorney's fees, injunctive relief and penalties) that have been or could have been asserted by the Attorney General against the Released Parties under the common law, and under the federal and state laws listed in Exhibit 2 for the manufacture, distribution, donation, marketing, offer for sale, or sale of Recalled Toys (listed in Exhibit 1) prior to the Effective Date, based on the presence of lead.

5.2 Claims reserved and excluded from the release. Notwithstanding any term of the Consent Judgment, any and all of the following are specifically reserved and excluded from the released claims as to any entity or person, including the Released Parties:

5.2.1 Private rights of action belonging to any individual and asserted in an individual capacity or on behalf of a class of individuals. The Consent Judgment does not create or give rise to any such private right of action of any kind.

5.2.2 Any criminal liability that any person or entity, including the Released Parties, has or may have except under the state laws listed in Exhibit 2.

5.2.3 Any civil or administrative liability that any person or entity, including the Released Parties, has or may have to the State under any statute, regulation or rule not expressly covered by the release in Section 5.1 above, including, but not limited to, any and all state and federal anti-trust and tax claims.

5.2.4 Any civil or administrative liability that any person or entity, including the Released Parties, has or may have to the State under any statute, regulation or rule for the manufacture, distribution, sale and/or offering for sale of any Children's Product that contains heavy metals, elements, substances, chemicals and/or materials other than lead.

5.2.5 Any claims against a distributor, retailer, authorized seller, licensor, licensee, customer or wholesaler who offered for sale or sells Recalled Toys after the Effective Date, or knowingly sold or offered for sale any of the Recalled Toys prior to the Effective Date and after the recall or withdrawal from the market of the particular Recalled Toy.

5.2.6 Claims to enforce the terms and conditions of the Consent Judgment.

**6.0 GOVERNMENT DISCLOSURE RESTRICTIONS**

Mattel shall immediately notify the Attorney General if, due to a Government Disclosure Restriction, Mattel is unable to publish or disclose any information otherwise required under the Consent Judgment, and at that time Mattel shall specify the Government, Government entity and/or Disclosure Restriction(s) that Mattel believes prevents the disclosure.

**7.0 REPRESENTATIONS AND WARRANTIES**

7.1 The Parties represent that they are the proper Parties to the Consent Judgment. Mattel warrants and represents that the individuals signing the Consent Judgment on its behalf do so in their official capacities and are fully authorized by Mattel to agree to entry of the Consent Judgment and to legally bind Mattel to all of the terms and conditions of the Consent Judgment.

7.2 The Assistant Attorney General signing the Consent Judgment warrants and represents that he or she is signing the Consent Judgment in his or her official capacity, and that he or she is fully authorized by his or her Attorney General to enter into the Consent Judgment.

7.3 The Consent Judgment contains the complete set of agreements between the Parties. No promises, representations, or warranties other than those set forth in the Consent Judgment have been made by any Party.

**8.0 MISCELLANEOUS PROVISIONS**

8.1 The terms of the Consent Judgment shall be governed by the law of the State of Michigan.

8.2 Any headings or subheadings used herein are for reference purposes only and do not affect the substantive provisions of the Consent Judgment.

8.3 The failure of any Party to exercise any rights under the Consent Judgment shall not be deemed a waiver of any right or future rights. If any part of the Consent Judgment shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of the Consent Judgment, which

shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

8.4 The Court may modify the Consent Judgment pursuant to the agreement of the Parties or for good cause shown. After making a good faith effort to obtain the concurrence of the other Party for the requested relief, which concurrence shall not be unreasonably withheld, the Party seeking modification may petition the Court for modification of the terms and conditions of the Consent Judgment. The Consent Judgment shall terminate on the fifth anniversary of the Effective Date, or one year after a violation of the Lead Standards, whichever is later, unless terminated earlier by a court of competent jurisdiction.

**9.0 SERVICE OF NOTICE AND PROCESS**

Service of notices and process required by the Consent Judgment or its enforcement shall be served on the following persons, or any person subsequently designated by the Parties:

For Plaintiff:

Katharyn Barron  
Division Chief  
Consumer Protection Division  
Michigan Department of Attorney General  
P.O. Box 30213  
Lansing, MI 48909  
(517) 335-0855  
Fax: (517) 335-1935

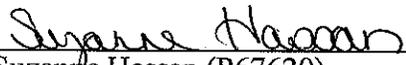
For Defendants:

Antonio F. Dias  
Jones Day  
One Mellon Center  
500 Grant Street, Suite 4500  
Pittsburgh, PA 15219  
(412) 391-3939  
Fax: (412) 394-7959

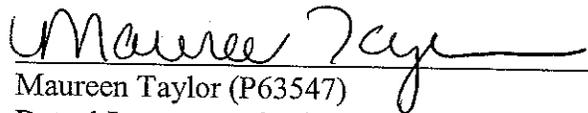
**PLAINTIFF**

Signed this 12<sup>th</sup> day of November, 2008.

MICHAEL A. COX  
Attorney General

  
\_\_\_\_\_  
Suzanne Hassan (P67620)  
Assistant Attorney General  
Michigan Department of Attorney General  
Consumer Protection Division  
P.O. Box 30213  
Lansing, MI 48909  
(517) 335-0855  
(517) 335-1935 - Fax

**DEFENDANTS**



Maureen Taylor (P63547)

Butzel Long, a professional corporation

150 West Jefferson

Suite 100

Detroit, MI 48226

313 983-7494

taylorm@butzel.com

**HEREBY ORDERED, ADJUDGED AND DECREED.**

ENTERED THIS THE 15 DAY OF December, 2008 at 440 m.

**BY THE COURT:**

**JAMES R. GIDDINGS**

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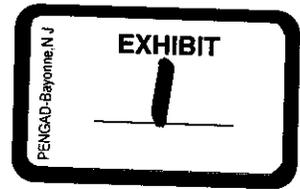
**JUDGE**

# News from CPSC

U.S. Consumer Product Safety Commission

Office of Information and Public Affairs

Washington, D.C. 20207



For Immediate Release  
August 2, 2007  
Release #Final 8/2/2007

Firm's Recall Hotline: (800) 916-4498  
CPSC Recall Hotline: (800) 638-2772  
CPSC Media Contact: (301) 504-7908

## Fisher-Price Recalls Licensed Character Toys Due To Lead Poisoning Hazard

WASHINGTON, D.C. – The U.S. Consumer Product Safety Commission, in cooperation with the firm named below, today announced a voluntary recall of the following consumer products. Consumers should stop using recalled products immediately unless otherwise instructed. (To access color photos of the following recalled products, see CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).)

**Name of Products:** Sesame Street, Dora the Explorer, and other children's toys

**Units:** About 967,000

**Importer:** Fisher-Price Inc., of East Aurora, N.Y.

**Hazard:** Surface paints on the toys could contain excessive levels of lead. Lead is toxic if ingested by young children and can cause adverse health effects.

**Incidents/Injuries:** None reported.

**Description:** The recalled involves various figures and toys that were manufactured between April 19, 2007 and July 6, 2007 and were sold alone or as part of sets. The model names and product numbers for the recalled toys, which are all marked with "Fisher-Price," are listed below. The toys also have a date code between 109-7LF and 187-7LF marked on the product.

**Sold at:** Retail stores nationwide from May 2007 through August 2007 for between \$5 and \$40.

**Manufactured in:** China

**Remedy:** Consumers should immediately take the recalled toys away from children and contact Fisher-Price. Consumers will need to return the product and will receive a voucher for a replacement toy of the consumer's choice (up to the value of the returned product).

**Customer Contact:** For additional information visit the firm's Web site at [www.service.mattel.com](http://www.service.mattel.com) or contact Fisher-Price at (800) 916-4498.

### Product List:

33662 ELMO LIGHT UP MUSICAL PAL  
33664 BIG BIRD LIGHT UP MUSICAL PAL  
39038 ELMO TUB SUB  
87946 ELMO KEYBOARD  
90609 ELMO COLLECTIBLE  
90612 ZOE COLLECTIBLE  
90614 BIG BIRD COLLECTIBLE  
93068 ELMO BOOM BOX  
93307 PRESS N GO ELMO  
93492 COOKIE SAXOPHONE  
93615 SPLASH TUB PUZZLE

33663 ERNIE LIGHT UP MUSICAL PAL  
34658 ELMO STACKING RINGS  
39054 SESAME STREET SHAPE SORTER  
90267 ERNIE SPLASHIN' FUN TRIKE  
90611 COOKIE COLLECTIBLE,  
90613 ERNIE COLLECTIBLE  
90745 CONSTRUCTION PLAYSET  
93107 ACTION FIRE ENGINE  
93308 REV & GO COOKIE MONSTER  
93493 ELMO'S GUITAR  
93780 MUSIC AND LIGHTS PHONE

B7554 COUNT TO BEAT ELMO  
B7987 ELMO IN THE GIGGLE BOX  
B9620 DORA'S TALKING HOUSE

B7888 SHAKE, GIGGLE & ROLL  
B7989 SILLY PARTS TALKING ELMO

C6908 DORA, BACKPACK, PERRITO FIGURE PACK

C6909 DIEGO FIGURE PACK

C6911 BOOTS, TICO FIGURE PACK

G5112 SING WITH ELMO'S GREATEST HITS

H2943 GROW WITH ME ELMO SPRINKLER

H3344 BIRTHDAY DORA

H5570 ELMO & PALS (ELMO, ZOE, BIGBIRD)

H4628 WATER FUN TOTE

H8237 BLUE 3 PACK FIGURES IN TUBE

H9124 CHEF DORA

H9186 GIGGLE GRABBER ERNIE

C6910 SWIPER FIGURE PACK

G3825 DORA TALKING VAMONOS VAN

G9717 GIGGLE DOODLER

H3343 COUSIN DAISY

H5569 ELMO & PALS (ELMO, COOKIE, ERNIE)

H4187 DORA FIGURES IN TUBE,

H8236 DORA 3 PACK FIGURES IN TUBE,

H8238 SPONGE BOB 3 PACK FIGURES IN TUBE

H9125 BEDTIME DORA

H9188 GIGGLE GRABBER OSCAR THE GROUCH

J0338 DIEGO TALKING FIELD JOURNAL

J0344 GO DIEGO GO DEEP SEA RESCUE

J0346 GO DIEGO GO TALKING RESCUE 4 X 4

J5936 GIGGLE GRABBER CHEF COOKIE MONSTER

J6537 SESAME STREET GIGGLE TOOLBELT

J6763 ROYAL BOOTS AND TICO

J7983 SESAME STREET TUB POTS & PANS

J9692 DORA'S TALKING PONY PLACE

K3414 DIEGO - TALKING GADGET BELT

K3580 FAIRYTALE ADVENTURE DORA

K4140 TOUCAN MOTORCYCLE RESCUE

J0343 GO DIEGO GO ANTARCTIC RESCUE

J0345 GO DIEGO GO MOUNTAIN RESCUE

J5935 GIGGLE GRABBER SOCCER ELMO

J6762 QUEEN MAMI

J6765 PRINCE DIEGO

J9518 SESAME STREET GIGGLE DRILL

K0617 TWINS NURSERY

K3571 GO DIEGO GO MOBILE RESCUE UNIT

K4139 GO DIEGO GO DINOSAUR RESCUE

L0305 DORA FIGURE

L3194 SURPRISE INSIDE DIEGO EGGS

L3488 SESAME STREET BIRTHDAY FIGURE PACK

L3507 SESAME STREET - SUPER BOOM BOX

L5202 BIRTHDAY DORA

L8905 PABLO & PALS

M0352 DORA FIGURES DIEGO & BEAR

M0527 SESAME STREET GIGGLE DOODLER

M2051 LETS GO RESCUE CENTER

L3215 SESAME STREET ELMO JACK-IN-THE-BOX

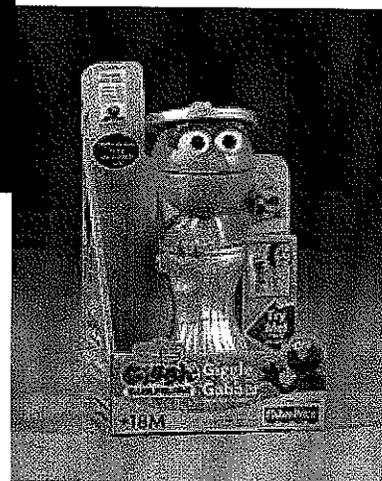
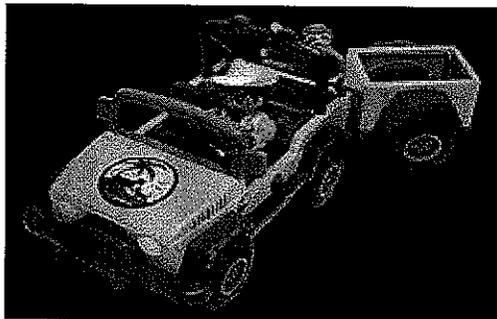
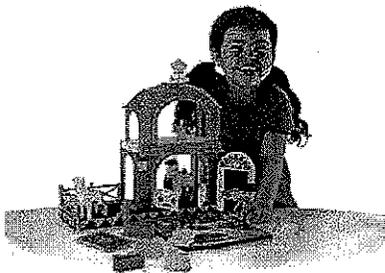
L5813 DIEGO TUB TRIKE

M0351 DORA FIGURES DORA & KITTY

M0524 GO DIEGO GO TALKING GADGET

M0732 DORA'S TALKING HOUSE

M2052 FAIRYTALE CASTLE



**Above are three examples of the recalled products**

The U.S. Consumer Product Safety Commission is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. Deaths, injuries and property damage from consumer product incidents cost the nation more than \$700 billion annually. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals - contributed significantly to the 30 percent decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

To report a dangerous product or a product-related injury, call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270 or visit CPSC's Web site at [www.cpsc.gov/talk.html](http://www.cpsc.gov/talk.html). Consumers can obtain this release and recall information at CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).

# NEWS from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs

Washington, DC 20207

FOR IMMEDIATE RELEASE

August 14, 2007

Release #07-270

**Firm's Recall Hotline: (800) 916-4997**

CPSC Recall Hotline: (800) 638-2772

CPSC Media Contact: (301) 504-7908

### Mattel Recalls "Sarge" Die Cast Toy Cars Due To Violation of Lead Safety Standard

WASHINGTON, D.C. - The U.S. Consumer Product Safety Commission, in cooperation with the firm named below, today announced a voluntary recall of the following consumer product. Consumers should stop using recalled products immediately.

**Name of Product:** "Sarge" die cast toy cars

**Units:** About 253,000

**Importer:** Mattel Inc., of El Segundo, Calif.

**Hazard:** Surface paints on the toys could contain lead levels in excess of federal standards. Lead is toxic if ingested by young children and can cause adverse health effects.

**Incidents/Injuries:** None reported.

**Description:** The recall involves die cast "Sarge" 2 ½ inch toy cars. The toy looks like a military jeep and measures about 2 ½ inches long by 1 inch high by 1 inch wide. The recalled toy has the markings "7EA" and "China" on the bottom. The "Sarge" toy car is sold alone or in a package of two, and may have the product number M1253 (for single cars) and K5925 (for cars sold as a set) printed on the packaging. The cars marked "Thailand" are not included in this recall.

**Sold at:** Retail stores nationwide from May 2007 through August 2007 for between \$7 and \$20 (depending on whether they were sold individually or in sets).

**Manufactured in:** China

**Remedy:** Consumers should immediately take the recalled toys away from children and contact Mattel. Consumers will need to return the product to receive a replacement toy.

**Consumer Contact:** For additional information, contact Mattel at (800) 916-4997 anytime or visit the firm's Web site at [www.service.mattel.com](http://www.service.mattel.com).



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Send the link for this page to a friend! The U.S. Consumer Product Safety Commission is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. Deaths, injuries and property damage from consumer product incidents cost the nation more than \$700 billion annually. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard or can injure children. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals - contributed significantly to the 30 percent decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

To report a dangerous product or a product-related injury, call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270, or visit CPSC's web site at [www.cpsc.gov/talk.html](http://www.cpsc.gov/talk.html). To join a CPSC email subscription list, please go to [www.cpsc.gov/cpsclist.aspx](http://www.cpsc.gov/cpsclist.aspx). Consumers can obtain this release and recall information at CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).

# News from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs

Washington, D.C. 20207

For Immediate Release  
September 04, 2007

Firm's Recall Hotline: (888) 496-8330  
CPSC Recall Hotline: (800) 638-2772  
CPSC Media Contact: (301) 504-7908

### Mattel Recalls Various Barbie® Accessory Toys Due to Violation of Lead Paint Standard

WASHINGTON, D.C. – The U.S. Consumer Product Safety Commission, in cooperation with the firm named below, today announced a voluntary recall of the following consumer product. Consumers should stop using recalled products immediately unless otherwise instructed. (To access color photos of the following recalled products, see CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).)

**Name of Product:** Various Barbie Accessory Toys

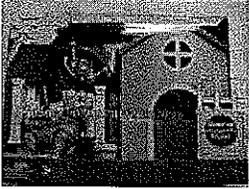
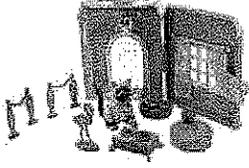
**Units:** About 675,000

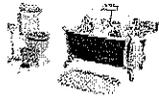
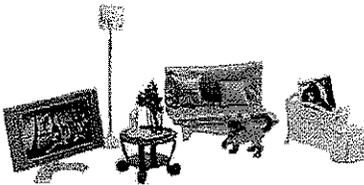
**Importer:** Mattel Inc., of El Segundo, Calif.

**Hazard:** Surface paints on the toys contain excessive levels of lead which is prohibited under federal law. Lead is toxic to young children and can cause adverse health effects.

**Incidents/Injuries:** None reported.

**Description:** The recall involves various Barbie accessory toys that were manufactured between September 30, 2006 and August 20, 2007. The model names, product numbers and affected date code numbers are listed in the chart below. The product and date code numbers are printed on the largest component of the toy sets.

Product	Product Number	Date Code Number	Product Photo
Barbie® Dream Puppy House™ (lead paint on dog)	J9485	286-6JX through 365-6JX or 001-7JX through 232-7JX  <i>(product number and date code are marked on the bottom of the house)</i>	
Barbie® Dream Kitty Condo™ Playset (lead paint on cat)	J9486	286-6JX through 365-6JX or 001-7JX through 232-7JX  <i>(product number and date code are marked on the bottom of the house)</i>	
Barbie® Table and Chairs Kitchen Playset (lead paint on dog, chip platter,	K8606	All  <i>(product number is marked under the table)</i>	

dinner plates)			
Barbie® Bathtub and Toilet Playset (lead paint on cat)	K8607	All <i>(product number is marked under the tub)</i>	
Barbie® Living Room Playset (lead paint on cat)	K8608	All <i>(product number is marked on the cushion label)</i>	
Barbie® Desk and Chair Bedroom Playset (lead paint on dog)	K8609	All <i>(product number is marked under the desk)</i>	
Barbie® Living Room Playset (lead paint on purse)	K8613	All <i>(product number is marked under the table)</i>	

**Sold at:** Retail stores nationwide from October 2006 through August 2007 for about \$10.

**Manufactured in:** China

**Remedy:** Consumers should immediately take the recalled toys away from children and contact Mattel for instructions on how to receive a free replacement toy of equal value.

**Consumer Contact:** For additional information, contact Mattel's Fisher-Price hotline at (888) 496-8330 anytime, or visit the firm's Web site at [www.mattel.com/safety](http://www.mattel.com/safety).

The U.S. Consumer Product Safety Commission is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. Deaths, injuries and property damage from consumer product incidents cost the nation more than \$700 billion annually. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals - contributed significantly to the 30 percent decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

To report a dangerous product or a product-related injury, call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270 or visit CPSC's Web site at [www.cpsc.gov/talk.html](http://www.cpsc.gov/talk.html). Consumers can obtain this release and recall information at CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).

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# News from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs

Washington, D.C. 20207

For Immediate Release  
September 04, 2007

Firm's Recall Hotline: (888) 496-8330  
CPSC Recall Hotline: (800) 638-2772  
CPSC Media Contact: (301) 504-7908

### Fisher-Price Recalls Geo Trax Locomotive Toys Due To Violation of Lead Paint Standard

WASHINGTON, D.C. — The U.S. Consumer Product Safety Commission, in cooperation with the firm named below, today announced a voluntary recall of the following consumer product. Consumers should stop using recalled products immediately unless otherwise instructed. (To access color photos of the following recalled products, see CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).)

**Name of Product:** Geo Trax Locomotive Toys

**Units:** About 90,000

**Importer:** Fisher-Price Inc., of East Aurora, N.Y.

**Hazard:** Surface paints on the toys could contain excessive levels of lead. Lead is toxic if ingested by young children and can cause adverse health effects.

**Incidents/Injuries:** None reported.

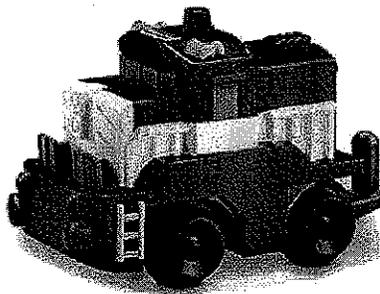
**Description:** The recall involves the Geo Trax Freightway Transport and Geo Trax Special Track Pack locomotive toys. These toys are red with yellow paint on the ladder and horn details. The recalled models were manufactured between July 31, 2006 and August 20, 2007 and have a date code between 212-6CK through 365-6CK or 001-7CK through 232-7CK marked on the bottom of the product. The packaging on the Freightway Transport model is marked H5705 and the packaging on the Special Track Pack model is marked K3013.

**Sold at:** Retail stores nationwide from September 2006 through August 2007 for between \$3 and \$16.

**Manufactured in:** China

**Remedy:** Consumers should immediately take the recalled toys away from children and contact Fisher-Price. Consumers will need to return the product in order to receive a free replacement toy.

**Consumer Contact:** For additional information, contact Fisher-Price toll-free at (888) 496-8330 anytime or visit the firm's Web site at [www.service.mattel.com](http://www.service.mattel.com)



The U.S. Consumer Product Safety Commission is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. Deaths, injuries and property damage from consumer product incidents cost the nation more than \$700 billion annually. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals – contributed significantly to the 30 percent decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

To report a dangerous product or a product-related injury, call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270 or visit CPSC's Web site at [www.cpsc.gov/talk.html](http://www.cpsc.gov/talk.html). Consumers can obtain this release and recall information at CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).

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# News from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs

Washington, D.C. 20207

For Immediate Release  
September 04, 2007

Firm's Recall Hotline: (888) 496-8330  
CPSC Recall Hotline: (800) 638-2772  
CPSC Media Contact: (301) 504-7908

### Fisher-Price Recalls Bongo Band Toys Due to Violation of Lead Paint Standard

WASHINGTON, D.C. – The U.S. Consumer Product Safety Commission, in cooperation with the firm named below, today announced a voluntary recall of the following consumer product. Consumers should stop using recalled products immediately unless otherwise instructed. (To access color photos of the following recalled products, see CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).)

**Name of Product:** Big Big World 6-in-1 Bongo Band toys

**Units:** About 8,900

**Importer:** Fisher-Price Inc., of East Aurora, N.Y.

**Hazard:** Surface paints on the toys contain excessive levels of lead, which violates the federal law prohibiting lead paint on children's toys. Lead is toxic if ingested by young children and can cause adverse health effects.

**Incidents/Injuries:** None reported.

**Description:** The recalled toys have two bongos, including one with a yellow and green plastic drum base with a blue drum surface. The other bongo is yellow and green plastic drum base with an orange drum surface with "It's a Big, Big World" printed on it. The toys were sold with animal shaped accessories including a monkey, bird, tambourine and drum stick. The toys have product number K9343 inside the orange drum. A date code between 139-7SH and 232-7SH is printed on the drum's orange ring surface. Bongo Band toys included in this recall must have both the product number and date code.

**Sold at:** Retail stores nationwide from July 2007 through August 2007 for about \$20.

**Manufactured in:** China

**Remedy:** Consumers should immediately take the recalled toys away from children and contact Fisher-Price for instructions on returning the product in order to receive a free replacement toy.

**Consumer Contact:** For additional information, contact Fisher-Price at (888) 496-8330 anytime or visit the firm's Web site at [www.mattel.com/safety](http://www.mattel.com/safety).



The U.S. Consumer Product Safety Commission is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. Deaths, injuries and property damage from consumer product incidents cost the nation more than \$700 billion annually. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals - contributed significantly to the 30 percent decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

To report a dangerous product or a product-related injury, call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270 or visit CPSC's Web site at [www.cpsc.gov/talk.html](http://www.cpsc.gov/talk.html). Consumers can obtain this release and recall information at CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).

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# News from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs

Washington, D.C. 20207

For Immediate Release

October 25, 2007

Firm's Recall Hotline: (888) 299-0579

CPSC Recall Hotline: (800) 638-2772

CPSC Media Contact: (301) 504-7908

### Fisher Price Recalls Go Diego Go!™ Boat Toys Due to Violation of Lead Paint Standard

WASHINGTON, D.C. – The U.S. Consumer Product Safety Commission, in cooperation with the firm named below, today announced a voluntary recall of the following consumer product. Consumers should stop using recalled products immediately unless otherwise instructed. (To access color photos of the following recalled products, see CPSC's Web site at [www.cpsc.gov](http://www.cpsc.gov).)

**Name of Product:** Go Diego Go!™ Animal Rescue Boat

**Units:** About 38,000 in the U.S.

**Importer:** Fisher-Price Inc., of East Aurora, N.Y.

**Hazard:** Surface paints on the toys contain excessive levels of lead, which violates the federal standard prohibiting lead paint on children's toys.

**Incidents/Injuries:** None reported.

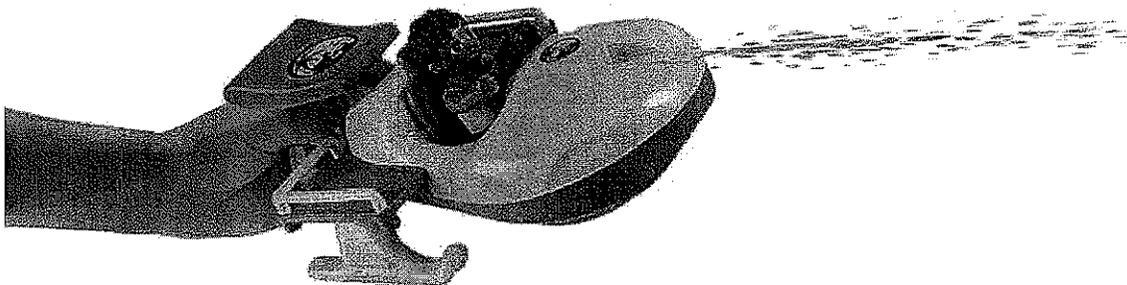
**Description:** The toy is an orange and yellow boat that squirts water. Cartoon character Diego is in the driver's seat. "Fisher Price," product number K3413, and a date codes between 137-7HF and 223-7HF are marked on the toys.

**Sold at:** Retail stores nationwide from June 2007 through October 2007 for about \$15.

**Manufactured in:** China

**Remedy:** Consumers should immediately take the recalled toys away from children and contact Fisher-Price in order to receive a free replacement toy. Consumers need to return the recalled toy to Fisher-Price.

**Consumer Contact:** For additional information, contact Fisher-Price at (888) 299-0579 anytime, or visit the firm's Web site at [www.service.mattel.com](http://www.service.mattel.com).



The U.S. Consumer Product Safety Commission is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. Deaths, injuries and property damage from consumer product incidents cost the nation more than \$700 billion annually. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals -- contributed significantly to the 30 percent decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

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EXHIBIT 2

U.S. – Consumer Product Safety Act, 15 U.S.C. § 2051 et seq., Federal Hazardous Substances Act, 15 U.S.C. § 1261 et seq.; **ALABAMA** – Deceptive Trade Practices Act, Ala. Code § 8-19-1 et seq.; **ALASKA** – Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 et seq.; **ARIZONA** – Consumer Fraud Act, Ariz. Rev. Stat. § 44-1521, et. seq.; **ARKANSAS** – Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 et seq., Children’s Product Safety Act of Arkansas, Ark. Code Ann. § 20-27-1601 et seq.; **CONNECTICUT** – Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b et seq., State Child Protection Act, Conn. Gen. Stat. § 21a-335, Conn. Admin. Code § 21a-336-1; **DELAWARE** – Consumer Fraud Act, 6 Del. C. § 2513 et seq.; Deceptive Trade Practices Act, 6 Del. C. § 2532 et seq.; **FLORIDA** – Deceptive and Unfair Trade Practices Act, Fla. Stat. Ch. 501.201 et seq.; **HAWAII** – Uniform Deceptive Trade Practice Act, Haw. Rev. Stat. Chpt. 481A, Haw. Rev. Stat. § 480-2; **IDAHO** – Idaho Code § 48-601 et seq.; (Idaho Consumer Protection Act); **IOWA** – Consumer Fraud Act, Iowa Code §§ 714.16; **KANSAS** – Kansas Consumer Protection Act, KSA 50-623 et seq.; **KENTUCKY** – Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.170 et seq.; **MARYLAND** – Maryland Consumer Protection Act, MD. Code Ann., Com. Law sec. 13-101, et seq.; **MASSACHUSETTS** – Consumer Protection Act, Mass. Gen. Laws ch. 93A; Lead Poisoning Prevention & Control Law, Mass. Gen. Laws ch. 111 § 189 et seq.; Hazardous Substances Labeling Law, Mass. Gen. Laws ch. 94B, Massachusetts Department of Public Health Lead Poisoning Prevention and Control Regulations, 105 CMR § 460.010 et seq.; **MICHIGAN** – Michigan Consumer Protection Act, Mich. Comp. Laws § 445.901 et seq.; **MISSISSIPPI** – Regulation of Business for Consumer Protection Act, Miss. Code Ann. § 75-24-1 et seq. (1972) as amended; **MISSOURI** – Merchandising Practices Act, Mo. Rev. Stat. § 407.010 et seq.; **MONTANA** – Consumer Protection Act, Mont. Code Ann. § 30-14-101 et seq., Consumer Product Safety Act, Mont. Code Ann. § 50-30-201 et seq.; **NEBRASKA** – Uniform Deceptive Trade Practice Act, NRS § 87-301 et seq.; Consumer Protection Act, NRS § 59-1601, et seq.; **NEVADA** – Nevada Deceptive Trade Practices Act, NRS 598.0903 et seq.; **NEW JERSEY** – New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1 et seq.; Banned Hazardous Products, N.J.A.C. 13:45A-4.1 et seq.; Toy and Bicycle Safety, N.J.A.C. 14:45A-24.1 et seq.; **NEW MEXICO** – New Mexico Unfair Practices Act, NMSA 1978, § 57-12-1 et seq. (1967); **NEW YORK** – Consumer Protection from Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349(a); Control of Lead Paint law, N.Y. Pub. Health Law § 1371; N.Y. Gen. Bus. Law § 396-k; N.Y. Exec. Law § 63(12); **NORTH CAROLINA** – Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 et seq.; **NORTH DAKOTA** – Unlawful Sales or Advertising Practices Act, N.D. Cent. Code § 51-15-01 et seq., Hazardous Substances Labeling Act, N.D. Cent. Code § 19-21-01 et seq.; **OHIO** – Consumer Sales Practices Act, R.C. 1345.01 et seq.; **OKLAHOMA** – Consumer Protection Act, Okla. Stat. tit.15 § 751 et seq.; **OREGON** – Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605 to § 646.656; **PENNSYLVANIA** – Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 et seq.; **RHODE ISLAND** – Deceptive Trade Practices Act, R.I.G.L. § 6-13.1-1 et seq., Children’s Product Safety Act, R.I.G.L. § 23-75-1 et seq.; **SOUTH DAKOTA** – S.D. Codified Laws Ann. § 37-24-1;

**TENNESSEE** – Consumer Protection Act, Tenn. Code Ann. § 47-18-101 et seq. (1977); **TEXAS** – Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. & Com. Code Ann. § 17.41 et seq. (Vernon 2002 and Vernon Supp. 2008); **VERMONT** – Vermont Consumer Fraud Act, title 9 Vt. Stat. Ann. § 2451 et seq.; Vermont Children’s Product Safety Act, title 9 Vt. Stat. Ann. ch. 63, subch. 1B; Vermont Lead in Consumer Products Act, title 9 Vt. Stat. Ann. ch. 63, subch. 1C; **WASHINGTON** – Washington Consumer Protection Act, RCW § 19.86.010 et seq.; **WEST VIRGINIA** – West Virginia Consumer Credit & Protection Act, W.Va. Code § 46A-1-101 et seq.; **WISCONSIN** – Hazardous Substances Act, Wis. Stat. § 100.37; Consumer Product Safety Rule, Wis. Admin. Code § ATCP 139; **WYOMING** – Wyoming Consumer Protection Act, W.S. § 40-12-101 et seq.; Trade Practices and Frauds, W.S. 26-13-101, et seq.