Filed in The District Court
of Travis County, Texas

LM DEC 15 2008
At 9:07A M.
Amalia Rodriguez-Mendoza, Clerk

CAUSE NO. D-1-GV-08-002821

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| **STATE OF TEXAS** | § | **IN THE DISTRICT COURT OF** |
| **Plaintiff,** | § | |
| | § | |
| **vs.** | § | **TRAVIS COUNTY, TEXAS** |
| | § | |
| **MATTEL, INC., AND** | § | |
| **FISHER-PRICE, INC.,** | § | |
| **Defendants.** | § | 201st **JUDICIAL** |
| | | **DISTRICT** |

# FINAL CONSENT JUDGMENT

It appearing to the Court that Plaintiff, the State of Texas, by and through Attorney General Greg Abbott ("the State"), and Defendants Mattel, Inc. ("Mattel") and Fisher Price, Inc., ("Fisher Price") (collectively the "Parties"), have resolved the matters in controversy between them and have consented to the terms of this Judgment, and good cause having been shown, the Court hereby enters this Final Consent Judgment ("Consent Judgment").

## 1.0 INTRODUCTION

1.1 The State filed a Petition in the above-captioned matter alleging, inter alia, violations of the State's Deceptive Trade Practices-Consumer Protection Act ("DTPA"), Tex. Bus. & Com. Code Ann. § 17.41 (Vernon 2002 & Vernon Supp. 2008), by virtue of the alleged sale of toys by Mattel, portions of which may have contained lead paint in excess of Applicable Standards, i.e., the "Recalled Toys," defined below. Mattel disputes the allegations of the Petition.

1.2 Following Mattel's announcement of voluntary recalls of the Recalled Toys, the State of Texas, 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 Petition 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 Texas.

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.[1]

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[1] 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 Proctection.

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.

## 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

4.1 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; to use to educate the public about issues related to toy safety; and/or paid into the general revenue of the State, as allowed by each Participating State's law at the sole discretion of each Participating State's Attorney General.

4.2 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, and conditioned upon entry of the Consent Judgment in the State 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

6.1 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 Texas.

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

9.1 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 Defendants: Antonio F. Dias
Jones Day
One Mellon Center
500 Grant Street, Suite 4500
Pittsburgh, PA 15219
412/394-7240
412/394-7959 (Fax)

**For Plaintiff (notices only):**

Pedro Perez, Jr.
Assistant Attorney General
Office of the Attorney General
Consumer Protection & Public Health Division
Post Office Box 12548
Austin, Texas 78711
512/475-4656
512/473-8301(Fax)

and

Esther Chavez
Deputy Chief, Consumer Protection and
Public Health Division
Post Office Box 12548
Austin, Texas 78711
512/475-4628
512/473-8301(Fax)

**AGREED AS TO FORM AND ENTRY REQUESTED:**

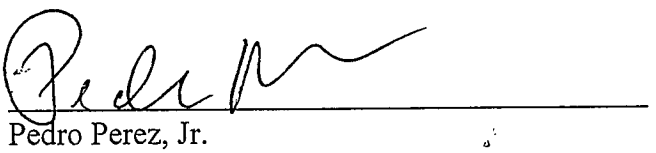
GREG ABBOTT
Attorney General of Texas

C. ANDREW WEBER
First Assistant Attorney General

JEFF L. ROSE
Deputy First Attorney General for Litigation

PAUL D. CARMONA
Chief, Consumer Protection and Public
Health Division

ESTHER CHAVEZ
Deputy Chief, Consumer Protection and
Public Health Division



Pedro Perez, Jr.
Assistant Attorney General
State Bar No. 00788184
Office of the Attorney General
Consumer Protection & Public Health Division
Post Office Box 12548
Austin, Texas 78711
512/475-4656

512/475-4656
512/473-8301(Fax)

**ATTORNEYS FOR THE STATE**

**AGREED AS TO FORM AND ENTRY REQUESTED:**

DEFENDANTS MATTEL, INC., AND
**FISHER PRICE INC.**

By: _____
Robert Normile
Senior Vice President, General Counsel
and Secretary

_____
Kelly Cullen
Texas Bar # 24040747
JONES DAY
One Mellon Center
500 Grant Street, Suite 4500
Pittsburgh, PA 15219
(412) 391-3939
(412) 394-7959 (fax)

**ATTORNEYS FOR DEFENDANT**

SIGNED this 15th day of December, 2008.

Presiding Judge

# Exhibit 1

# News from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs — Washington, D.C. 20207

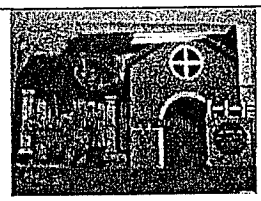
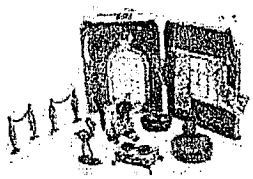
**For Immediate Release**
**September 04, 2007**

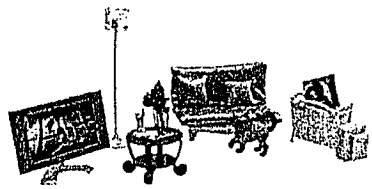
**Firm's Recall Hotline: (888) 496-8330**
**CPSC Recall Hotline: (800) 638-2772**
**CPSC Media Contact: (301) 504-7908**

# 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.)

**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<br>or<br>001-7JX through 232-7JX<br><br>*(product number and date code are marked on the bottom of the house)* |  |
| Barbie® Dream Kitty Condo™ Playset (lead paint on cat) | J9486 | 286-6JX through 365-6JX<br>or<br>001-7JX through 232-7JX<br><br>*(product number and date code are marked on the bottom of the house)* |  |
| Barbie® Table and Chairs Kitchen Playset (lead paint on dog, chip platter, | K8606 | All<br><br>*(product number is marked under the table)* | |

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

**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.

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. Consumers can obtain this release and recall information at CPSC's Web site at 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**
**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.)

**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 or contact Fisher-Price at (800) 916-4498.

**Product List:**

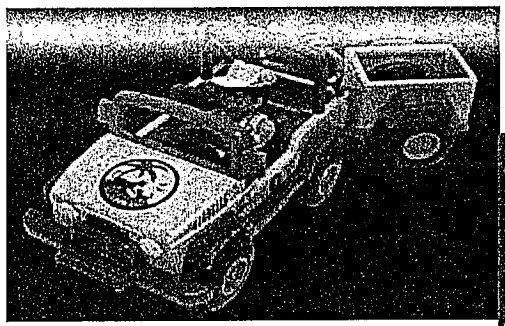
33662 ELMO LIGHT UP MUSICAL PAL
33663 ERNIE LIGHT UP MUSICAL PAL
33664 BIG BIRD LIGHT UP MUSICAL PAL
34658 ELMO STACKING RINGS
39038 ELMO TUB SUB
39054 SESAME STREET SHAPE SORTER
87946 ELMO KEYBOARD
90267 ERNIE SPLASHIN' FUN TRIKE
90609 ELMO COLLECTIBLE
90611 COOKIE COLLECTIBLE,
90612 ZOE COLLECTIBLE
90613 ERNIE COLLECTIBLE
90614 BIG BIRD COLLECTIBLE
90745 CONSTRUCTION PLAYSET
93068 ELMO BOOM BOX
93107 ACTION FIRE ENGINE
93307 PRESS N GO ELMO
93308 REV & GO COOKIE MONSTER
93492 COOKIE SAXOPHONE
93493 ELMO'S GUITAR
93615 SPLASH TUB PUZZLE
93780 MUSIC AND LIGHTS PHONE

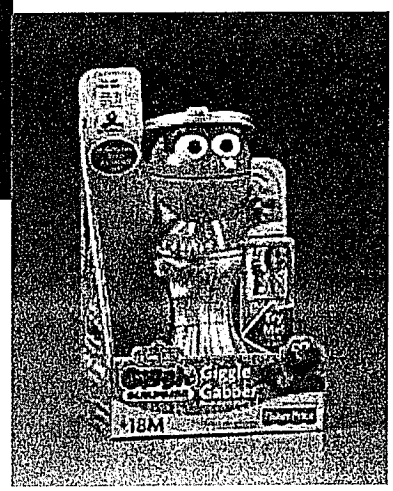
B7554 COUNT TO BEAT ELMO
B7888 SHAKE, GIGGLE & ROLL
B7987 ELMO IN THE GIGGLE BOX
B7989 SILLY PARTS TALKING ELMO
B9620 DORA'S TALKING HOUSE

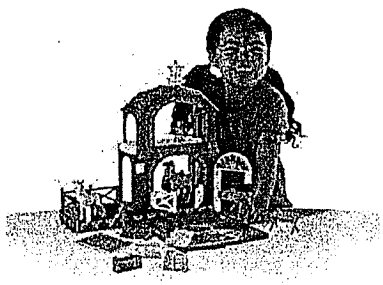
C6908 DORA, BACKPACK, PERRITO FIGURE PACK
C6909 DIEGO FIGURE PACK
C6910 SWIPER FIGURE PACK
C6911 BOOTS, TICO FIGURE PACK
G3825 DORA TALKING VAMONOS VAN
G5112 SING WITH ELMO'S GREATEST HITS
G9717 GIGGLE DOODLER
H2943 GROW WITH ME ELMO SPRINKLER
H3343 COUSIN DAISY
H3344 BIRTHDAY DORA
H5569 ELMO & PALS (ELMO, COOKIE, ERNIE)
H5570 ELMO & PALS (ELMO, ZOE, BIGBIRD)
H4187 DORA FIGURES IN TUBE,
H4628 WATER FUN TOTE
H8236 DORA 3 PACK FIGURES IN TUBE,
H8237 BLUE 3 PACK FIGURES IN TUBE
H8238 SPONGE BOB 3 PACK FIGURES IN TUBE
H9124 CHEF DORA
H9125 BEDTIME DORA
H9186 GIGGLE GRABBER ERNIE
H9188 GIGGLE GRABBER OSCAR THE GROUCH

J0338 DIEGO TALKING FIELD JOURNAL
J0343 GO DIEGO GO ANTARCTIC RESCUE
J0344 GO DIEGO GO DEEP SEA RESCUE
J0345 GO DIEGO GO MOUNTAIN RESCUE
J0346 GO DIEGO GO TALKING RESCUE 4 X 4
J5935 GIGGLE GRABBER SOCCER ELMO
J5936 GIGGLE GRABBER CHEF COOKIE MONSTER
J6537 SESAME STREET GIGGLE TOOLBELT
J6762 QUEEN MAMI
J6763 ROYAL BOOTS AND TICO
J6765 PRINCE DIEGO
J7983 SESAME STREET TUB POTS & PANS
J9518 SESAME STREET GIGGLE DRILL
J9692 DORA'S TALKING PONY PLACE
K0617 TWINS NURSERY
K3414 DIEGO - TALKING GADGET BELT
K3571 GO DIEGO GO MOBILE RESCUE UNIT
K3580 FAIRYTALE ADVENTURE DORA
K4139 GO DIEGO GO DINOSAUR RESCUE
K4140 TOUCAN MOTORCYCLE RESCUE
L0305 DORA FIGURE

L3194 SURPRISE INSIDE DIEGO EGGS
L3215 SESAME STREET ELMO JACK-IN-THE-BOX
L3488 SESAME STREET BIRTHDAY FIGURE PACK
L3507 SESAME STREET - SUPER BOOM BOX
L5202 BIRTHDAY DORA
L5813 DIEGO TUB TRIKE
L8905 PABLO & PALS
M0351 DORA FIGURES DORA & KITTY
M0352 DORA FIGURES DIEGO & BEAR
M0524 GO DIEGO GO TALKING GADGET
M0527 SESAME STREET GIGGLE DOODLER
M0732 DORA'S TALKING HOUSE
M2051 LETS GO RESCUE CENTER
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. Consumers can obtain this release and recall information at CPSC's Web site at www.cpsc.gov.

# News from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs Washington, D.C. 20207

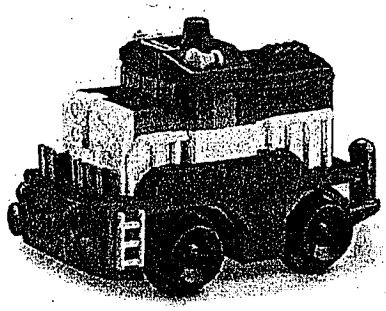
**For Immediate Release**
**September 04, 2007**

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

# 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.)

**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



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. Consumers can obtain this release and recall information at CPSC's Web site at 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

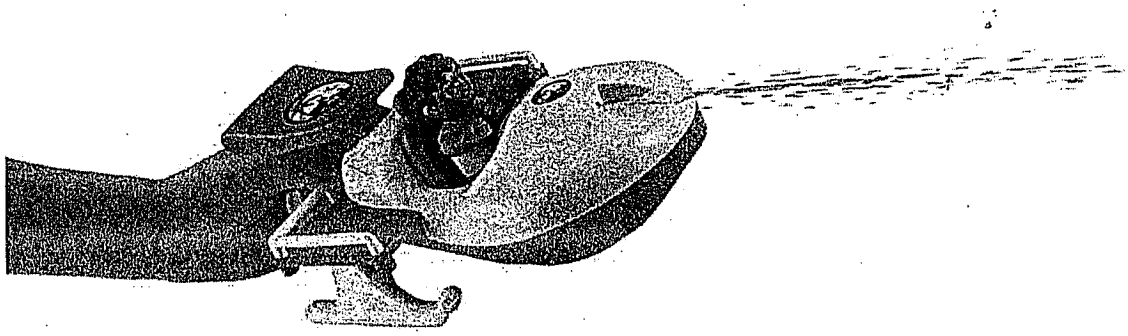
**For Immediate Release**
**October 25, 2007**

**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.)

**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.



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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. Consumers can obtain this release and recall information at CPSC's Web site at 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

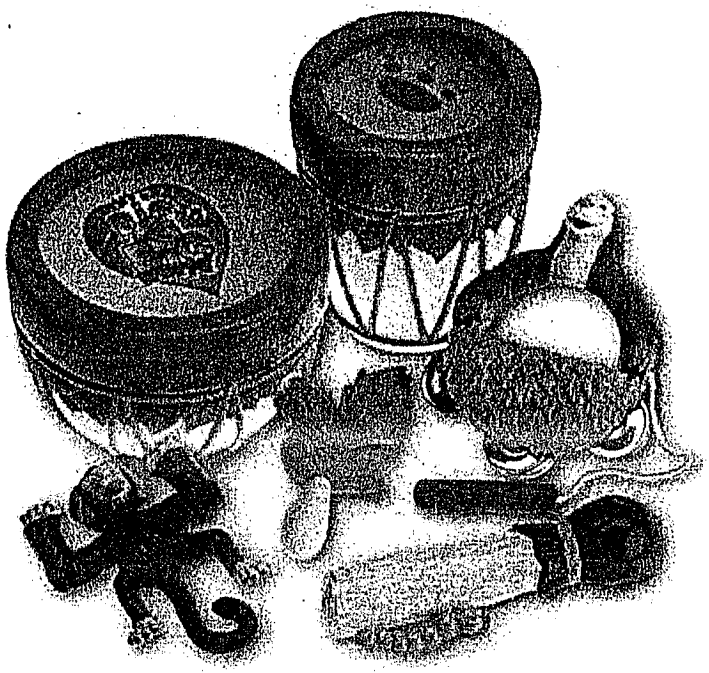
**For Immediate Release**
**September 04, 2007**

**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.)

**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.



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. Consumers can obtain this release and recall information at CPSC's Web site at www.cpsc.gov.

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# NEWS from CPSC

## U.S. Consumer Product Safety Commission

Office of Information and Public Affairs — Washington, DC 20207

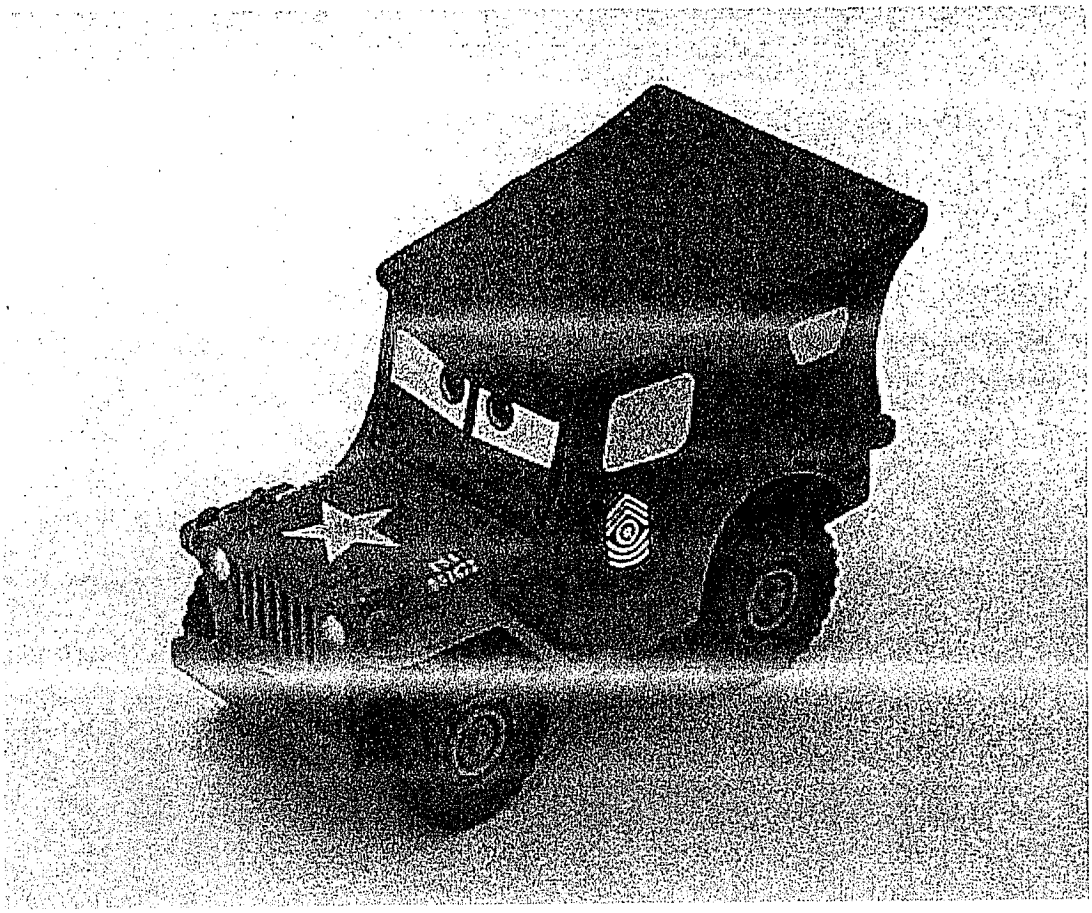
FOR IMMEDIATE RELEASE
August 14, 2007
Release #07-270

**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.



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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. To join a CPSC email subscription list, please go to www.cpsc.gov/cpsclist.aspx. Consumers can obtain this release and recall information at CPSC's Web site at www.cpsc.gov.

# 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.; **COLORADO** – Consumer Protection Act, Colo. Rev. Code § 6-1-101 et seq., Colorado Hazardous Substances Act of 1973, Colo. Rev. Stat. § 25-5-501 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); **ILLINOIS** – Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1 et seq. (2002),; **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.; **MINNESOTA** – Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68 - § 325 F.70; Safe Toys Act, Minn. Stat. § 325F.08 - § 325F.16, Minn. Admin. Code § 2630.0100 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.; **NEVADA** – Nevada Deceptive Trade Practices Act, NRS 598.0903 et seq.; Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. §§ 87-301 et seq.; **NEW JERSEY** – New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1 et seq.; Lead in Toys law, N.J. Stat. Ann. § 24: 14A-1 et seq.; Toy and Bicycle Safety, N.J.A.C. 14:45A-24.1 et seq.; Banned Hazardous Products, N.J.A.C. 13:45A-4.1 et seq.; **NEW MEXICO** – New Mexico Unfair Practices Act, NMSA1978, § 57-12-1 et seq. (1967); **NEW YORK** – Consumer Protection from Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349 et seq., Control of Lead Paint law, N.Y. Pub. Health Law § 1370 et seq.; **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.