

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

MATTEL, INC. and FISHER PRICE,
INC.,

Defendants.

NO. 08-2-42789-7 SEA

CONSENT DECREE AND
JUDGMENT

[Clerk's Action Required]

JUDGMENT SUMMARY

- | | | |
|-----|----------------------------------|--|
| 1.1 | Judgment Creditor: | State of Washington |
| 1.2 | Judgment Debtors: | Mattel, Inc., and Fisher Price, Inc. |
| 1.3 | Principal Judgment Amount: | \$12,000,000.00 (payable to the participating states pursuant to Paragraph 4.1). |
| 1.4 | Post Judgment Interest Rate: | See Paragraph 4.2 |
| 1.5 | Attorneys for Judgment Creditor: | Robert M. McKenna, Attorney General, and James T. Sugarman, Assistant Attorney General |
| 1.6 | Attorneys for Judgment Debtor: | Douglas Hofmann Williams, Kastner & Gibbs |

COPY

1
2 It appearing to the Court that Plaintiff, the State of Washington (the "State"), by and
3 through Robert M. McKenna, Attorney General, and James T. Sugarman, Assistant Attorney
4 General, and Defendants Mattel, Inc., ("Mattel") and Fisher Price, Inc., ("Fisher Price")
5 (collectively the "Parties"), have resolved the matters in controversy between them and have
6 consented to the terms of this Judgment, and good cause having been shown, the Court hereby
7 enters this Final Judgment by Consent Decree.

8 I. INTRODUCTION

9 1.1. On December 15, 2008, the State filed a Complaint in the above-captioned
10 matter alleging, inter alia, violations of the State's Consumer Protection Act, RCW 19.86, by
11 virtue of the alleged sale of toys by Mattel, portions of which may have contained lead paint in
12 excess of Applicable Lead Paint Standards, i.e., the "Recalled Toys," defined below. Mattel
13 disputes the allegations of the Complaint.

14 1.2. Following Mattel's announcement of voluntary recalls of the Recalled Toys, the
15 State of Washington, acting by and through its Attorney General, in cooperation with a number
16 of other states and with the cooperation of Mattel, conducted an investigation into the events
17 that led to Mattel's voluntary recalls and withdrawal from sale of the Recalled Toys, Mattel's
18 conduct related to the Recalled Toys, its quality assurance testing and procedures, and Mattel's
19 recall procedures. Mattel has a quality assurance system that is designed to identify and
20 segregate Covered Products containing Impermissible Lead during and subsequent to the
21 manufacturing process in order to prevent distributing, donating, offering for sale or selling
22 Covered Products containing Impermissible Lead. The quality assurance system includes
23 protocols designed to ensure that finished Covered Products do not contain Impermissible
24 Lead. Mattel's quality assurance system also includes protocols designed to ensure that
25 Surface Coatings and Substrates of Accessible parts of Covered Products do not contain
26 Impermissible Lead. Mattel's quality assurance system has been and will be reviewed and

1 revised periodically by Mattel to meet its changing needs and circumstances, including
2 Mattel's quality and manufacturing goals. The Parties agree to entry of the Consent Decree
3 pursuant to a settlement of the disputed claims between the Parties as alleged in the Complaint
4 for the purpose of avoiding prolonged and costly litigation, and to further the goal of enhancing
5 toy safety in the public interest.

6 1.3. By agreeing to entry of the Consent Decree, Mattel does not admit any fact,
7 conclusion of law, or violation of law. Neither the Consent Decree, nor Mattel's compliance
8 with the Consent Decree, shall be construed as an admission by Mattel of any fact, conclusion
9 of law, issue of law or violation of law. Except as explicitly set forth herein, nothing in the
10 Consent Decree shall prejudice, waive or impair any right, remedy, argument or defense the
11 Parties may have in this or any other pending or future legal proceedings; nor shall anything in
12 the Consent Decree preclude the State or Mattel from opposing any such defense, argument or
13 claim.

14 II. DEFINITIONS

15 2.1 "Accessible" shall mean material that is or will become physically exposed to a
16 child through normal and reasonably foreseeable use and abuse of a Children's Product as
17 determined pursuant to ASTM F 963-07, and as and only to the extent use and abuse is
18 specified by ASTM F 963-07. Any material that is not or does not become physically exposed
19 to a child through normal and reasonably foreseeable use and abuse of a children's product, as
20 use and abuse is specified by ASTM F 963-07, solely by reason of paint, electroplating, or
21 other surface coating, shall be deemed "Accessible." The Parties further agree that, in the
22 event that the Consumer Product Safety Commission ("CPSC") by final rule, exclusion, or
23 exception pursuant to Section 101(b) of the Consumer Product Safety Improvement Act
24 of 2008 ("CPSIA") exempts any product, component or material, such rule, exclusion or
25 exception shall apply for purposes of the Consent Decree. The Parties also agree that in the
26 event the CPSC by final rule determines that the Federal Standards apply to any material that is

1 not "Accessible" under the definition in the preceding sentences, then such material shall also
2 be deemed "Accessible" under the Consent Decree. The foregoing definition of "Accessible"
3 was adopted solely for purposes of the Consent Decree. It shall not affect the ability of the
4 Attorney General to argue in any other context that materials that are not "Accessible" under
5 the Consent Decree nonetheless are or ought to be subject to the Federal Lead Standards or to
6 lead standards prescribed by any state law. This Consent Decree shall not apply to electronic
7 components and accessories that are not "small objects" as described in ASTM F 963-07
8 § 4.6.1, but the State retains all other State and federal law enforcement authority.

9 2.2 "Attorney General" shall mean the Attorney General of the State of
10 Washington.

11 2.3 "Children's Products" shall have the meaning those terms are given in
12 Section 3(a) of the Consumer Product Safety Act ("CPSA"), 15 U.S.C. § 2052(a), as amended
13 by Section 235 of the CPSIA.

14 2.4 "Covered Product" shall mean a finished Children's Product that is
15 manufactured by Mattel or for Mattel by a Vendor on or after the Effective Date and is sold or
16 offered for sale to consumers in the state, including parts and components provided by
17 Suppliers and Subcontractors that are packaged and sold by Mattel with or as part of any such
18 Covered Product.

19 2.5 "Effective Date" shall mean November 30, 2008.

20 2.6 "Federal Lead Standards" shall mean any standards set by statute, or
21 promulgated in a final rulemaking, before or after the Effective Date, under the CPSIA or by
22 the CPSC relating to the maximum permissible levels of lead in Substrates and Surface
23 Coatings, including the products or components to which the standards apply and any
24 exemptions from the application of those standards.

25 2.7 "Government Disclosure Restrictions" shall mean all U.S. federal and foreign
26 government laws, regulations or requirements existing before or after the Effective Date,

1 including but not limited to CPSC reporting, disclosure and publication obligations,
2 instructions or practices, that prohibit or restrict the publication or disclosure or the timing of
3 the publication or disclosure of information by Mattel. Nothing in the Consent Decree shall be
4 construed as preventing Mattel from arguing that the company is prohibited from disclosing
5 information, and nothing in the Consent Decree shall be construed to restrict any power of the
6 state or Mattel to seek, through court or administrative process, any information from the other
7 Party, subject to whatever defenses that other Party may otherwise have.

8 2.8 "Impermissible Lead" shall mean lead in excess of the Lead Standards.

9 2.9 "Lead Standards" shall mean the standards contained in subsection 3.1 of the
10 Consent Decree that set the maximum permissible levels of lead in Substrates and Surface
11 Coatings used on or in an Accessible part of a finished Covered Product.

12 2.10 "Mattel" shall mean Mattel, Inc., and Fisher Price, Inc., and all of their United
13 States and foreign subsidiaries, predecessors, successors, parents, and assigns that
14 manufacture, distribute, market, offer for sale, and/or sell Covered Products.

15 2.11 "Participating States" shall mean Alabama, Alaska, Arizona, Arkansas,
16 Connecticut, Delaware, Florida, Hawaii, Idaho, Iowa, Kansas, Kentucky, Maryland,
17 Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey,
18 New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon,
19 Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, West
20 Virginia, Wisconsin, and Wyoming

21 2.12 "Participating Attorney(s) General" shall mean: the Attorney General or his or
22 her designee, of the Commonwealth or State of Alabama, Alaska, Arizona, Arkansas,
23 Connecticut, Delaware, Florida, Hawaii, Idaho, Iowa, Kansas, Kentucky, Maryland,
24 Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey,
25 New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon,
26 Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, West

1 Virginia, Wisconsin, and Wyoming.¹

2 2.13 "Parties" shall mean Mattel and the Attorney General of Washington.

3 2.14 "Recalled Toys" shall mean those products made by or for Mattel that Mattel
4 withdrew from sale or recalled in the United States due to the potential presence of lead, on or
5 after August 1, 2007, and prior to the Effective Date, as specifically identified in the attached
6 Exhibit 1.

7 2.15 "Subcontractor" shall mean a third party, other than a Supplier or Vendor, that
8 manufactures components or parts that are unique to Mattel products for a Vendor or Mattel.

9 2.16 "Substrates" shall mean any Accessible materials used in finished Covered
10 Products that are not Surface Coatings.

11 2.17 "Supplier" shall mean a third party that provides bulk, generic and/or
12 commodity materials and components not uniquely used by Mattel in the manufacture of its
13 toys (including but not limited to plugs, cords, bolts, screws, or other parts commonly used by
14 manufacturers of toys).

15 2.18 "Surface Coatings" shall mean those Accessible paints and other similar surface
16 coating materials used on finished Covered Products as defined and limited by 16 C.F.R.
17 § 1303.2(b)(1).

18 2.19 "Vendor" shall mean a third party that manufactures for Mattel finished
19 Covered Products sold at wholesale by Mattel.

20 _____
21 ¹ Hawaii is being represented on this matter by its Office of Consumer Protection, an agency
22 which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer
23 protection functions, including legal representation of the State of Hawaii. For simplicity, the entire group will be
24 referred to as the "Participating Attorneys General" and such designation, as it pertains to Hawaii, refers to the
25 Executive Director of the State of Hawaii Office of Consumer Protection.
26

1 **III. COMPLIANCE PROVISIONS AND PERMANENT INJUNCTIONS**

2 3.1 COMPLIANCE WITH LEAD STANDARDS: COVERED PRODUCTS

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

5 3.1.1 For each Accessible Surface Coating on a finished Covered Product,
6 90 parts per million (ppm) total lead for finished Covered Products manufactured after the
7 Effective Date.

8 3.1.2 For each Accessible Substrate in or on a finished product:

9 3.1.2.1 300 ppm total lead for finished Covered Products
10 manufactured after the Effective Date but before August 14, 2011; and

11 3.1.2.2 100 ppm total lead for finished Covered Products
12 manufactured on or after August 14, 2011, unless the CPSC determines that a standard of
13 100 ppm total lead for finished Covered Products is not technologically feasible, in which case
14 Mattel shall be obligated to comply with the standard established by the CPSC.

15 3.1.3 Nothing in the Consent Decree shall prevent the state from enforcing
16 more stringent applicable lead standards in state or federal law.

17 3.2 RECORD KEEPING

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

24 3.3 REPORTING VIOLATIONS OF LEAD STANDARDS

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

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

11 3.4 RECALLS

12 3.4.1 Mattel shall provide to the Participating Attorneys General (or their
13 designee) the information it provides in any written reports to the CPSC concerning any recall
14 of Covered Products because of lead content, as soon as possible, once any such recall is
15 approved and announced by the CPSC, as permitted by and consistent with Government
16 Disclosure Restrictions, and any and all follow-up reports, including information contained in
17 its progress reports on the efficacy of product recalls, subject to confidentiality as permitted by
18 law.

19 3.4.2 Mattel shall provide direct notice of a recall because of lead content
20 involving Covered Products to all consumers of the affected Covered Product for whom Mattel
21 possesses address or e-mail information. The notice shall include, at a minimum, information
22 that is equivalent to the information in the recall notice approved by the CPSC.

23 3.4.3 Upon request, Mattel shall, as permitted by and consistent with
24 Government Disclosure Restrictions, provide to the affected State Attorney General
25 information concerning the scope and effectiveness of any recall of Covered Products because
26 of lead content in his or her state, including information concerning the retailers doing business

1 within the state to which such product was provided, and the identity of distributors of the
2 product doing business within the affected state.

3 3.5 CHILDREN'S PRODUCTS THAT ARE NOT COVERED PRODUCTS

4 If Mattel has reason to believe that a Children's Product sold in the state prior to
5 February 10, 2009, and manufactured before the Effective Date by Mattel or for Mattel by a
6 Vendor may contain more than 600 ppm lead in or on an Accessible Surface Coating or
7 otherwise violates the applicable state's lead standard, then Mattel shall immediately
8 investigate, and upon confirmation, which shall take place as soon as reasonably possible, shall
9 promptly (i) stop distributing the Children's Products for sale in the state, (ii) notify customers
10 of the non-conforming Children's Products, and (iii) inform the Attorney General of the issue
11 and describe what action or actions it has taken to prevent the Children's Products from being
12 sold by Mattel in the state. In no event shall Mattel first inform the Attorney General of the
13 issue more than three (3) business days after Mattel's confirmation that a Children's Product
14 manufactured before the Effective Date by Mattel or by a Vendor for Mattel contains more
15 than 600 ppm lead in or on an Accessible Surface Coating. If Mattel or the State has reason to
16 believe that a Children's Product sold in the state prior to February 10, 2009, and manufactured
17 before the Effective Date by Mattel or for Mattel by a Vendor contains lead in an Accessible
18 Substrate that poses a health hazard to children, Mattel shall work together with the Attorney
19 General to resolve the matter as expeditiously as possible and in the interests of the consuming
20 public. This section does not apply to electronic components and accessories that are not
21 "small objects" as described in ASTM F 963-07 § 4.6.1. In the event Mattel undertakes a
22 recall of a Children's Product manufactured before the Effective Date pursuant to CPSC
23 regulations, it shall be deemed to satisfy Mattel's obligations hereunder, except that Mattel
24 shall provide notice to the Attorney General in accordance with Section 3.4. Nothing in the
25 Consent Decree shall limit the authority of the Attorney General to take legal action under state
26

1 or federal law with respect to a Children's Product manufactured prior to the Effective Date,
2 except for the Recalled Toys, listed in Exhibit 1.

3 IV. PAYMENT

4 4.1 Mattel shall pay, on or before January 30, 2009, by wire transfer or as otherwise
5 directed, the sum of twelve million dollars (\$12,000,000.00) to the Participating Attorneys
6 General. The payment shall be made to the Commonwealth of Massachusetts, Office of the
7 Attorney General, to be distributed to the Participating Attorneys General as agreed upon by
8 them for reimbursement for reasonable attorneys' fees, investigation costs, expert witness fees,
9 and other expenses related to the investigation and resolution of this matter; for their consumer
10 education, unfair competition, litigation or local consumer aid funds; for public protection or
11 consumer protection purposes; and/or for use to educate the public about issues related to toy
12 safety, as allowed by each Participating State's law at the sole discretion of each Participating
13 State's Attorney General.

14 4.2 In the event that payment in full is not made by January 30, 2009, Mattel shall pay an
15 additional penal sum of fifty thousand dollars (\$50,000) for each calendar day beyond January
16 30, 2009, for which payment is delayed. In the event that full payment of twelve million
17 dollars (\$12,000,000) and accrued penalties is not received by February 27, 2009, this shall
18 constitute a default of the payment provisions of this Consent Decree, which may be pursued
19 as contempt by one designated state representing the Participating States.

20 V. RELEASE

21 5.1 Released claims. By execution of the Consent Decree and any documents
22 necessary to render the Consent Decree effective and enforceable in the State, and conditioned
23 upon entry of the Consent Decree in the State of Washington and full and final payment by
24 Mattel of the amounts provided in Paragraph 4, "Payment" the Attorney General releases
25 Mattel and all of its U.S. and foreign past and present parents, subsidiaries, affiliates, officers,
26 directors, employees, shareholders, insurers, attorneys, predecessors, successors, retailers,

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

9 5.2 Claims reserved and excluded from the release. Notwithstanding any term of
10 the Consent Decree, any and all of the following are specifically reserved and excluded from
11 the released claims as to any entity or person, including the Released Parties:

12 5.2.1 Private rights of action belonging to any individual and asserted
13 in an individual capacity or on behalf of a class of individuals. The Consent Decree does not
14 create or give rise to any such private right of action of any kind.

15 5.2.2 Any criminal liability that any person or entity, including the
16 Released Parties, has or may have except under the state laws listed in Exhibit 2.

17 5.2.3 Any civil or administrative liability that any person or entity,
18 including the Released Parties, has or may have to the State under any statute, regulation or
19 rule not expressly covered by the release in Section 5.1 above, including, but not limited to,
20 any and all state and federal anti-trust and tax claims.

21 5.2.4 Any civil or administrative liability that any person or entity,
22 including the Released Parties, has or may have to the State under any statute, regulation or
23 rule for the manufacture, distribution, sale and/or offering for sale of any Children's Product
24 that contains heavy metals, elements, substances, chemicals and/or materials other than lead.

25 5.2.5 Any claims against a distributor, retailer, authorized seller,
26 licensor, licensee, customer or wholesaler who offered for sale or sells Recalled Toys after the

1 Effective Date, or knowingly sold or offered for sale any of the Recalled Toys prior to the
2 Effective Date and after the recall or withdrawal from the market of the particular Recalled
3 Toy.

4 **VI. GOVERNMENT DISCLOSURE RESTRICTIONS**

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

10 **VII. REPRESENTATIONS AND WARRANTIES**

11 7.1 The Parties represent that they are the proper Parties to the Consent Decree.
12 Mattel warrants and represents that the individuals signing the Consent Decree on its behalf do
13 so in their official capacities and are fully authorized by Mattel to agree to entry of the Consent
14 Decree and to legally bind Mattel to all of the terms and conditions of the Consent Decree.

15 7.2 The (Assistant) Attorney General signing the Consent Decree warrants and
16 represents that he or she is signing the Consent Decree in his or her official capacity, and that
17 he or she is fully authorized by his or her Attorney General to enter into the Consent Decree.

18 7.3 The Consent Decree contains the complete set of agreements between the
19 Parties. No promises, representations, or warranties other than those set forth in the Consent
20 Decree have been made by any Party.

21 **VIII. MISCELLANEOUS PROVISIONS**

22 8.1 The terms of the Consent Decree shall be governed by the law of the State of
23 Washington.

24 8.2 Any headings or subheadings used herein are for reference purposes only and
25 do not affect the substantive provisions of the Consent Decree.
26

1 8.3 The failure of any Party to exercise any rights under the Consent Decree shall
2 not be deemed a waiver of any right or future rights. If any part of the Consent Decree shall
3 for any reason be found or held invalid or unenforceable by any court of competent
4 jurisdiction, such invalidity or unenforceability shall not affect the remainder of the Consent
5 Decree, which shall survive and be construed as if such invalid or unenforceable part had not
6 been contained herein.

7 8.4 The Court may modify the Consent Decree pursuant to the agreement of the
8 Parties or for good cause shown. After making a good faith effort to obtain the concurrence of
9 the other Party for the requested relief, which concurrence shall not be unreasonably withheld,
10 the Party seeking modification may petition the Court for modification of the terms and
11 conditions of the Consent Decree. The Consent Decree shall terminate on the fifth anniversary
12 of the Effective Date, or one year after a violation of the Lead Standards, whichever is later,
13 unless terminated earlier by a court of competent jurisdiction.

14 **IX. SERVICE OF NOTICE AND PROCESS**

15 Services of notices and process required by this Consent Decree or its enforcement
16 shall be served on the following persons, or persons subsequently designated by the parties:
17

18 For the Defendants: Antonio F. Dias
19 Jones Day
20 One Mellon Center
21 500 Grant Street, Suite 4500
22 Pittsburgh, PA 15259

23 For the Plaintiff: James T. Sugarman
24 Assistant Attorney General
25 800 Fifth Ave. Ste 2000, TB-14
26 Seattle, WA 98104-3188

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///
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1 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED.**

2 DONE IN OPEN COURT this _____ day of _____, 2008.


3
4
5 _____
6 COMMISSIONER/JUDGE


7 Presented by:

8 Approved for Entry and
9 Notice of Presentation Waived:

10 ROBERT M. MCKENNA
11 Attorney General

12 WILLIAMS, KASTNER & GIBBS

13  #79077
14 JAMES T. SUGARMAN, WSBA #39107
15 Assistant Attorney General
16 Attorneys for Plaintiff
17 State of Washington

18 
19 DOUGLAS HOFMANN, WSBA #6393
20 Attorney for Defendants
21 Mattel, Inc., and Fisher Price, Inc.

22
23 MATTEL, INC.
24 FISHER PRICE, INC.
25 Defendants

26
By: ROBERT NORMILE
Senior Vice President, General Counsel
& Secretary
333 Continental Boulevard
El Segundo, CA 90245

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED.

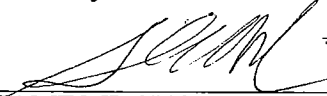
2 DONE IN OPEN COURT this _____ day of **DEC 15 2008**, 2008.

3
4 **CARLOS Y. VELATEGUI**

5 **COMMISSIONER/JUDGE**


6
7 Presented by:

8
9 ROBERT M. MCKENNA
Attorney General

10  # 19077
11 JAMES T. SUGARMAN, WSBA #39107
12 Assistant Attorney General
13 Attorneys for Plaintiff
State of Washington

Approved for Entry and
Notice of Presentation Waived:

WILLIAMS, KASTNER & GIBBS

14 
15 DOUGLAS HOFMANN, WSBA #6393
16 Attorney for Defendants
Mattel, Inc., and Fisher Price, Inc.

17 MATTEL, INC.
18 FISHER PRICE, INC.
19 Defendants


20 
21 By: ROBERT NORMILE
22 Senior Vice President, General Counsel
23 & Secretary
24 333 Continental Boulevard
25 El Segundo, CA 90245
26

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

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.

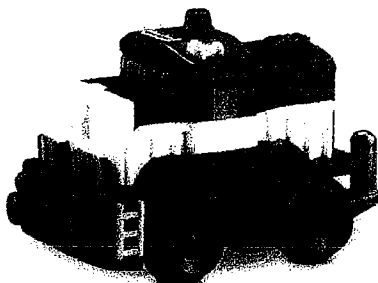
Description: The recall involves the Geo Trax Freightway Transport and Geo Trax Special Track Pack locomotive toys. These toys are red with yellow paint on the ladder and horn details. The recalled models were manufactured between July 31, 2006 and August 20, 2007 and have a date code between 212-6CK 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
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 or 001-7JX through 232-7JX (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 or 001-7JX through 232-7JX (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 (product number is marked under the table) |  |

| | | | |
|--|-------|---|---|
| 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.

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.

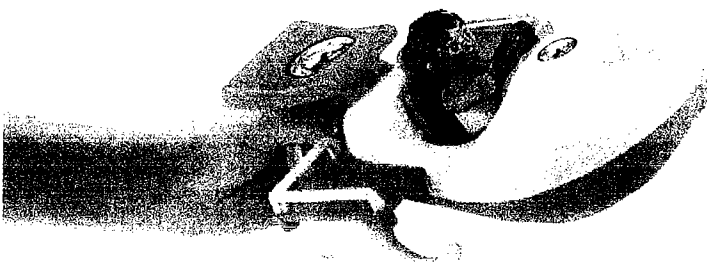
Description: The toy is an orange and yellow boat that squirts water. Cartoon character Diego is in the driver's seat. "Fisher Price," product number K3413, and a date codes between 137-7HF and 223-7HF are marked on the toys.

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, 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
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

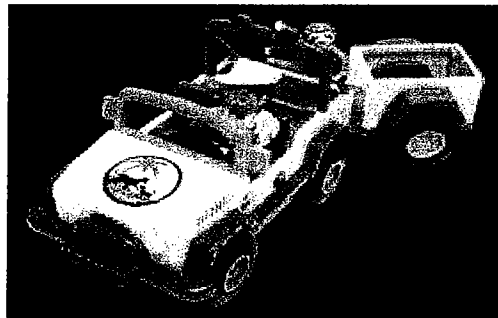
L5813 DIEGO TUB TRIKE

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. 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, 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.

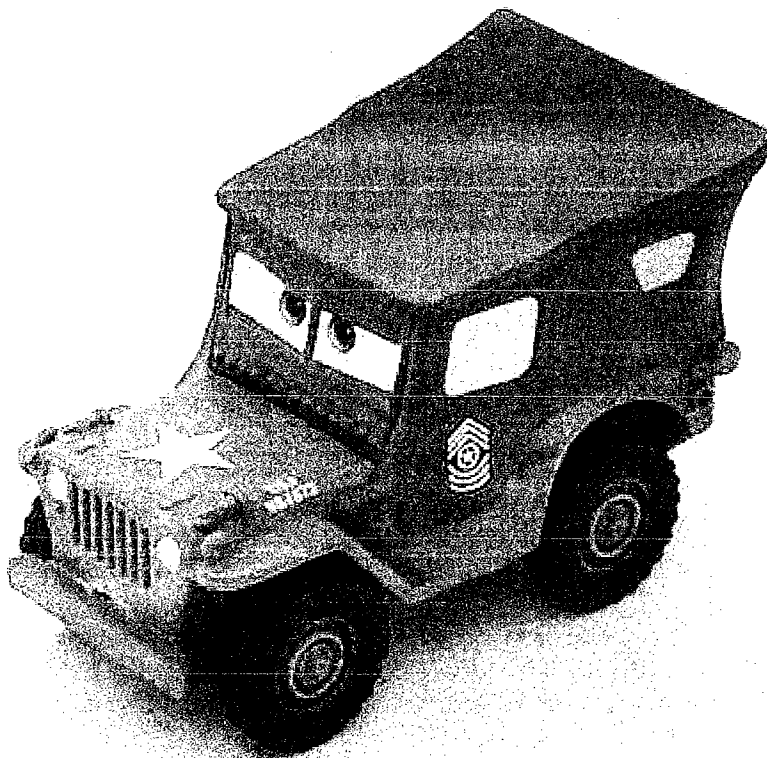
Description: The recall involves die cast "Sarge" 2 ½ inch toy cars. The toy looks like a military jeep and measures about 2 ½ inches long by 1 inch high by 1 inch wide. The recalled toy has the markings "7EA" and "China" on the bottom. The "Sarge" toy car is sold alone or in a package of two, and may 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.



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

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 § ATPC 139; **WYOMING** – Wyoming Consumer Protection Act, W.S. § 40-12-101 et seq.; Trade Practices and Frauds, W.S. 26-13-101, et seq.