

07 3874
File No: _____
Victoria Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

ROSEMARY TRAINOR

PLAINTIFF

AND

FISHER -PRICE INC., MATTEL CANADA INC.,
and MATTEL INC.

DEFENDANTS

Brought pursuant to the *Class Proceedings Act (R.S.B.C., 1996., c.50)*

WRIT OF SUMMONS

Name and Address of each Plaintiff:

Rosemary Trainor
c/o Merchant Law Group LLP
203-468 Belleville St.
Victoria, BC V8V 1W9

Name and Address of each Defendant:

Fisher-Price Inc.
636 Girard Avenue
East Aurora, New York USA 14052

Mattel Canada Inc.
c/o Kenneth Burnett, Attorney
Robson Court
1000 840 Howe Street
Vancouver, BC V6Z 2M1

Mattel Inc.
333 Continental Boulevard
El Segundo, California USA 90245-5012

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

To the defendants: Fisher-Price Inc., Mattel Canada Inc. and Mattel Inc.

TAKE NOTICE that this action has been commenced against you by the Plaintiff for the claim set out in this writ.

IF YOU INTEND TO DEFEND this action, or if you have a set off or counterclaim that you wish to have taken into account at the trial, **YOU MUST**

- (a) **GIVE NOTICE** of your intention by filing a form entitled "Appearance" in the above registry of this court, at the address shown below, within the Time for Appearance provided for below and **YOU MUST ALSO DELIVER** a copy of the Appearance to the Plaintiff's address for delivery, which is set out in this Writ, and
- (b) if a Statement of Claim is provided with this Writ of Summons or is later served on or delivered to you, **FILE** a Statement of Defence in the above registry of this court within the Time for Defence provided for below and **DELIVER** a copy of the Statement of Defence to the Plaintiff's address for delivery.

YOU OR YOUR SOLICITOR may file the Appearance and the Statement of Defence. You may obtain a form of Appearance at the registry.

JUDGMENT MAY BE TAKEN AGAINST YOU IF

- (a) **YOU FAIL** to file the Appearance within the Time for Appearance provided for below; or

- (b) **YOU FAIL** to file the Statement of Defence within the Time for Defence provided for below.

TIME FOR APPEARANCE

If this writ is served on a person in British Columbia, the time for appearance by that person is 7 days from the service (not including the day of service).

If this writ is served on a person outside British Columbia, the time for appearance by that person after service, is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere.

TIME FOR DEFENCE

A Statement of Defence must be filed and delivered to the Plaintiff within 14 days after the later of

- (a) the time that the Statement of Claim is served on you (whether with this writ of summons or otherwise) or is delivered to you in accordance with the Rules of Court, and
- (b) the end of the Time for Appearance provided for above.

[or, if the time for defence has been set by order of the court, within that time.]

- (1) The address for the registry is:

Ministry of Attorney General
Court Registry
PO Box 9248 Stn Prov Govt
2nd Floor, 850 Burdett Avenue
Victoria, British Columbia V8W 9J2

- (2) The Plaintiff's ADDRESS FOR DELIVERY is:

c/o Merchant Law Group LLP
203 – 468 Belleville Street
Victoria, British Columbia V9B 4V7
Fax number for delivery (if any): 250-478-9943

(3) The name and office address of the Plaintiff's solicitor is:

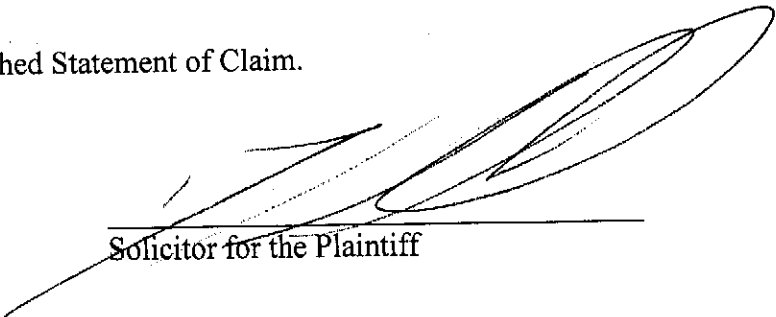
E.F. Anthony Merchant Q.C. and G. Darren Williams
Merchant Law Group LLP
203 – 468 Belleville Street
Victoria, British Columbia V8V 1W9
Tel: 250-478-9928
Fax: 250-478-9943

ENDORSEMENT ON ORIGINATING PROCESS FOR SERVICE OUTSIDE OF
BRITISH COLUMBIA

The Plaintiff claims the right to serve this Writ and Statement of claim on the defendants Fisher-Price Inc., Mattel Canada Inc., and Mattel Inc., outside of British Columbia on the ground that the claims involves a tort and statutory breach committed in British Columbia.

The Plaintiff's claim is: see the attached Statement of Claim.

Dated: September 26, 2007


Solicitor for the Plaintiff

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STATEMENT OF CLAIM

The Plaintiffs

1. These class proceedings concern toys manufactured, or caused to be manufactured, marketed, and distributed by the Defendants, that were made using surface paint containing lead, which is poisonous to children.

2. These class proceedings concern toys manufactured, or caused to be manufactured, marketed, and distributed by the Defendants which contain dangerous defects and design flaws with respect *inter alia* to the improperly affixed magnets which can detach from the individual toys, and, if ingested, pose significant health risks to children.

3. The Plaintiff, Rosemary Trainor, is a resident of Langley, British Columbia, and is a member of the proposed Class as a purchaser of the Defendants' recalled children's toys.

The Defendants

4. The Defendant Fisher-Price Inc. is a body corporate, duly incorporated pursuant to the laws of the State of Delaware of the United States of America, with offices at East Aurora, New York.

5. The Defendant Mattel Canada Inc. is a body corporate, duly incorporated pursuant to the laws of the province of Ontario, with its head office at 800 Islington Avenue, Toronto Ontario, M8Z 2N7, and having extra-provincial registration within British Columbia, it's British Columbia attorney registered as Kenneth Burnett of 1000-840 Howe Street, Vancouver, BC V6Z 2M1.

7. The Defendant Mattel Inc. is a body corporate, duly incorporated pursuant to the laws of the State of Delaware of the United States of America, with its global headquarters located at El Segundo, California.

8 Fisher-Price Inc. is a wholly owned subsidiary of Mattel Inc.

British Columbia Class Members

9 The Plaintiff makes this claim as representatives of a Class of persons, corporations, and other entities, resident or situated in the Province of British Columbia, more particularly described as follows:

- a) All persons, corporations, and other entities, resident in British Columbia who have purchased defective Defendants' toys subject to recall, that were manufactured, or caused to be manufactured, distributed, or ultimately offered for sale, and sold to the public, by the Defendants, to their customers or retailers, and as the next friend of all children suffering medical damage as a result of the use of the Defendants' toys subject to recall.

Non-British Columbia Class Members

10. The Plaintiff also makes this claim as a representatives of a non-British Columbia residence sub Class of persons, corporations, and other entities not resident or situated in the Province of British Columbia, but who are resident or situated in another Canadian Province or Territory, more particularly described as follows:

- a) All persons, corporations and other entities, who are not resident in British Columbia but who are resident or situated in another Canadian province or territory, who have purchased defective Defendants' toys subject to recall, that were manufactured or caused to be manufactured, distributed, or ultimately offered for sale, and sold to the public, by the Defendants, to their customers or

retailers, and as the next friend of all children suffering medical damage as a result of the use of the Defendants' toys subject to recall.

(hereinafter both resident and non-resident Class members are collectively referred to as "Plaintiff(s)", "Class members", or the "Class").

Overview

11. The Plaintiff, individually and as a representative of a Class of similarly situated persons, claim as against the Defendants for offering for sale and selling to Plaintiffs and Class members, Sesame Street, Dora the Explorer, Go Diego Go Cars, and other children's toys (collectively 'Defendants' toys') that have been made using surface paint containing unacceptable levels of lead which is poisonous to children, especially if ingested.

12. The Plaintiff, individually and as a representative of a Class of similarly situated persons, claims as against the Defendants for offering for sale and selling to Plaintiffs and Class members Sesame Street, Dora the Explorer, Go Diego Go, Cars, and other children's toys (collectively 'Defendants' toys') that have been improperly designed and constructed in a manner that *inter alia* allows for small powerful magnets to fall out of the toy, potentially harming the child if ingested.

13. The Defendants, Fisher -Price Inc. ('Fisher Price') or Mattel, Inc. and Mattel Canada Inc., (hereinafter collectively referred to as 'Mattel') manufactured, or cause to be manufactured, marketed, or distributed, Defendants' toys that are sold through chain retailers, specialty retailers, wholesalers, as well as to directly to consumers throughout Canada.

14. The Defendants recalled various models of these toys that were designed for young children. Despite marketing its toys as safe for young children, who can reasonably be expected to lick, suck, and bite on these toys, the Defendants negligently allowed these products to contain lead, which is poisonous, and medically harmful to children if ingested.

15. The Defendants recalled models of toys that exhibit a significant design, or manufacturing defects, that allows *inter alia* for small powerful magnets to be detached from the

toys, which can, potentially, be ingested by children. These toys are marketed as being safe for young children, who can reasonably be expected to lick, suck, and bite on these toys. The Defendants negligently caused these products to be manufactured with an unreasonable, and dangerous defect that can be medically harmful to children.

16. These Defendants' toys recalled by the Defendants were intended to be placed in the stream of commerce and distributed, offered for sale, and sold to Plaintiffs and purchasers in British Columbia and other Provinces and Territories in Canada on representations that the toys were safe for children.

17. The Plaintiffs purchased the recalled Defendants' toys made for the Defendants, and the Plaintiffs' children played with the toys that contained harmful levels of lead in its surface paint, and *inter alia* contained improperly affixed magnets that were potentially harmful to children. Thousands of other consumers, including the Plaintiffs and other Class members, purchased the recalled toys from retailers that distributed toys that were manufactured or caused to be manufactured by the Defendants.

Defendants

18. The Defendants Mattel consider themselves to be the worldwide leader in the design, marketing, and manufacture of toys and family products, selling its products in more than 150 nations.

19. The Defendants have pursued a marketing campaign for Defendants' toys that represents to parents, grandparents, and other persons who purchase products for children, that the toys it manufactures, or causes to be manufactured, marketed, and distributed are safe for children.

20. The Plaintiff and other members of Class acted upon these representations that the Defendants' toys were safe for their children, purchased the Defendants' toys for their children, and in doing so, expected their children to play with these toys in a fashion that children usually do, including putting toys in or around their mouths.

21. The Defendants deceived consumers; they omitted to disclose the fact that the Defendants' toys that they manufactured, caused to have been manufactured, marketed, and distributed, contained lead paint. These material omissions encompass all members of defendant class.

22. The Defendants deceived consumers in that they also failed to disclose the fact that the Defendants' toys that they manufactured, caused to have been manufactured, marketed, and distributed, were constructed in an unsafe fashion, with design flaws, and *inter alia* contained small powerful magnets that could fall out and be ingested by children. These material omissions encompass all the Defendants.

23. The Defendants' toys and toys from other Defendants, included figurines, vehicles, dolls, miniature playsets, buildings, and other types of toys, that are subject to the lead paint recall, were sold at a variety of different retailers in British Columbia and Canada between April 2007 and the present for Fisher-Price, and at other unknown times for other Defendants. The Defendants' toys and other toys of the Defendants were manufactured by various vendors in China, including the Lee Der Industrial Co., factory where surface paints that contained lead were applied to the toys. Very young children, who were targeted consumers for such toys, have been exposed to lead in the course of their playing with the toys. Moreover, some children may have ingested lead paint particles via putting the toys in their mouth, causing the paint to fragment and chip. Exposure to lead can cause serious long term injuries, and lead poisoning is potentially fatal.

24. The presence of lead in the human body is inherently dangerous. It remains in the body for significant periods of time. Even small amounts can potentially be lethal, as it can build upon pre-existing lead levels that may be unknown to the individual.

25. Exposure to lead has been attributed to cause a variety of significant health effects. Some symptoms exhibited by children who had low level exposure include: IQ deficits, learning disabilities, behavioral problems, stunted or slowed growth, and impaired hearing.

26. High levels of exposure to lead has been known to cause significant negative health

effects in children including: kidney damage, mental retardation, and death.

27. Pursuant to the *Surface Coating Materials Regulations* under the authority of the *Hazardous Products Act* (R.S., 1985, c. H-3), lead content in surface area paint is regulated to very specific parameters if the product is intended for the use of children or pregnant women. The Plaintiff reasonably believes that the Defendant has breached these regulations.

28. The Defendants knew or ought to have known that manufacturing, or causing to be manufactured, and distributing, Defendants' toys, and other toys manufactured by the Defendants, that any levels of lead contained in any products that are targeted towards children was dangerous, and not safe, as represented to consumers by the Defendants.

29. The Defendants' toys and those of other Defendants included figurines, vehicles, dolls, buildings, and other types of toys, that are subject to the recall relating to design and manufacturing defects were sold at a variety of different retailers in Canada between 2002, and January 31, 2007. The Defendants' toys were designed so that they contained small powerful magnets that could detach from the toy, and subsequently, be ingested by children, causing serious negative health effects.

30. If a child swallows more than one magnet, the magnets can attract to each other while passing through the intestines. As a result, the intestines can twist creating a blockage, or the magnets can cause a tearing of the intestinal wall. The results are serious, often requiring surgery, and can be fatal.

31. There are symptoms that manifest themselves immediately following the ingesting of these magnets. After several days, however, the child may exhibit flu-like symptoms, and many parents do not seek treatment until severe medical trauma has developed.

32. A voluntary recall was issued in August, 2007, by Mattel Inc. and Mattel Canada Inc., with respect to certain toys sold in Canada. The recall was specific to toys sold between April, 2007 and the present that contained lead paints. Additionally, a second recall was issued in

September 2007, to expand the list of toys that contained lead paint. Mattel Inc. also recalled a number of toys that were sold from 2002, until January 31, 2007, that contained a health hazard for children because the toys contained small powerful magnets that could detach from the toy.

33. The Defendants Fisher-Price and Mattel offered vouchers redeemable for other Defendants' toys, to those persons who purchased toys containing lead paint, and those who purchased toys that had improperly, for its intended purpose, affixed small magnets.

34. The relief proposed in the recall is wholly inadequate. The Plaintiff seeks a full refund on all monies spent on these defective toys, and all other Class members similarly situated. The same relief should be made available to the Class.

35. As a result of the Defendants' negligent conduct, the Plaintiff's children, and members of the Class have been exposed to a hazardous substance, because of this exposure, the children are at an increased risk of being poisoned by lead. Accordingly, the Plaintiff also seeks to recover the cost of diagnostic testing necessary to detect lead poisoning to their children resulting from the Defendants' actions.

36. As a result of the Defendants' negligent conduct, the Plaintiff's children have had their health jeopardized by the potential hazard with respect to the lead content of surface area paint, and the defective design and manufacture of the toys manufactured, or caused to be manufactured, marketed, and distributed by the Defendants.

37. The Defendant Mattel Inc. wrongly blamed the Chinese manufacturers for the flaws of the Defendants' toys with a purpose of deflecting blame and misleading members of the Class. This should be a consideration in relation to aggravated and punitive damages.

Plaintiff's Purchase(s)

38. The Plaintiff, Rosemary Trainor, purchased toys that were recalled by the Defendants. Specifically, she recalls the items, *C6909, also known as Diego Figure Pack, JO344, also known as Go, Diego, Go, Deep Sea Rescue, and K3571, also known as Go, Diego, Go, Mobile Rescue*

Unit, as the items that she purchased for her grandchild.

39. Without knowing that the Defendants would recall the items that she purchased for her grandchild, the Plaintiff, Rosemary Trainor, gave the toys to her grandchild to play with, unknowingly putting her grandchild's health at risk.

40. Before their purchase, the Defendants never warned the Plaintiffs that the Defendants' toys they purchased had significant amounts of lead in its paint, and was medically harmful to children.

41. Before their purchase, the Defendants never warned the Plaintiffs that the Defendants' toys they purchased had design, and production defects that *inter alia* could allow magnets to be detached from the toy and possibly ingested by children.

43. Thousands of Class members will now have incurred or will incur significant costs to have their children evaluated for lead poisoning.

44. The products that Plaintiffs purchased were products recalled by the Defendants.

45. The Plaintiffs bought the product(s) for their intended purposes; for children to enjoy and play with.

46. The Defendants placed these toys in the stream of commerce in British Columbia, and elsewhere expecting that consumers such as the Plaintiff, the Class members, and the general public would act on their representations that the products were entertaining and safe to be enjoyed by children.

The Plaintiffs, Class Members, and Others' Losses, Damages, and Injuries

47. As a result of their purchases of the said Defendants' toys, set forth above, the Plaintiff, Class members, and others have suffered and will suffer a loss, damage, injury, and sustained damages, including consequential and incidental damages, *inter alia*, worry and concern, the costs of purchasing the defective Defendants' toys and replacing them with toys that are safe to

be played with by small children, in the fashion that small children usually play with toys, treatment, medicines and the trip(s) to make such visits for diagnosis and treatment, and otherwise.

Manufacture, Design, Testing, Sale and Leasing

48. In regard to the manufacture, design, testing, distribution, and sale of the defective Defendants' toys, the Defendants had a positive duty to ensure that the Defendants' toys manufactured and offered for sale to Class members were fit for the purpose for which they were purchased. By not doing so, the Defendants produced, or caused to be produced, toys that were defective, and medically harmful to children about which the Class members could not be aware of at time of purchase.

Misrepresentation & Negligence

49. The Class members relied on the representations and implied representations made by the Defendants as to the suitable quality and condition of the toys. In particular, but not exclusively, the Class members relied on Defendants representations that:

- a) the toys were fit for the purpose for which they were intended;
- b) the toys were free of poisonous materials; and
- c) the were designed free of defects, design defects, and potential hazard.

50. The Defendants misrepresented to Class members the quality and condition of the Defendants' toys. The Defendants did this knowing that Class members were relying on this information to inform their purchases. The Class member had no other way of knowing that the Defendants' toys contained medically harmful lead paint on the surface areas, or were improperly designed and a potential hazard to children.

51. The Defendants owed the Plaintiff a duty to only offer safe, properly designed and constructed, non-toxic, products intended to be utilized by children, and offered for sale and sold in the stream of commerce.

52. Through their failure to exercise due care that the Defendants owed the Plaintiff, the Class, and others, the Defendants were negligent in manufacturing, or causing to be manufactured, distributed, marketed, and offering for sale the recalled Defendants' toys they offered for sale and sold to the Plaintiff, the Class, and others.

53. The Defendants failed to use sufficient quality control, to perform proper manufacturing, design, and production controls to prevent the Defendants' toys that were recalled from being offered for sale, sold, for the purposes of amusement for children.

54. The Defendants knew or ought to have known that the said Defendants' toys that were recalled presented an unacceptable risk to the children of the Plaintiff, the Class, and others and would result in damage that was foreseeable and reasonably avoidable.

55. The loss, damage, and injuries were foreseeable.

56. The Defendants' negligence proximately caused the loss, damage, injury, and damages to the Plaintiff, the Class, and others.

Common Issues

57. Common questions of law and fact exist for the Class members. The common questions of law and fact include:

- a) Whether the Defendants sold defective products?
- b) Whether the Defendants advertised, represented, or held themselves out as producing or manufacturing a product that was safe for the children of the Class members?
- c) Whether the products were the subject of a recall?
- d) Whether the products are inherently dangerous?
- e) Whether the Plaintiff and members of the Class purchased the products?
- f) Whether the Defendants and other members of the Defendant Class are refusing to reimburse Plaintiff and the members of the Class for the cost of the products?
- g) Whether, as a result of the Defendants' negligent and reckless conduct, children have been exposed to a known hazardous substance, or have had their health

- jeopardized by the potential hazard resulting from the Defendant, or Defendants' conduct?
- h) Whether early detection, through medical testing of children, of lead poisoning is made necessary and advisable by the Defendants' manufacturing, marketing, and sale of toys painted with lead pigment?
 - i) Whether the Plaintiff and other members of the Class are entitled to injunctive relief?
 - j) Whether the Defendants have been unjustly enriched?
 - k) Whether the Defendants were negligent in manufacturing or causing to be manufactured the toys subject to the recall?
 - l) Whether using the products as intended, resulted in loss, injury, damage, or damages to the Class?
 - m) Whether the Defendants' negligence proximately caused loss or injury or damages?
 - n) Whether the Class members suffered direct losses or damages?
 - o) Whether the Class members suffered indirect losses or damages?
 - p) Whether the Defendants' acts or practices breached *Hazardous Products Act*, R.S., 1985, c. H-3, *The Sale of Goods Act*, R.S.S. 1978, c S-1, *The Consumer Protection Act*, S.S. 1996, c. C-30.1, or other similar/equivalent legislation?

Efficacy of Class Proceedings

58. The members of the proposed Class number in the hundreds of thousands. As a result, the Class is so numerous that joinder in a single action is not practical. However, proceeding with the Class members' claim by way of a Class proceeding is both practical and feasible.

59. Individual members of the proposed Class do not have a significant interest in individually controlling the prosecution of their claim by way of separate actions, and individualized litigation would also present the potential for varying, inconsistent, and contrary judgments, and would magnify the delay and expense to all parties resulting from multiple proceedings on the same issues. The cost to pursue individual actions concerning this claim would effectively deny the individual Class members access to the Courts and appropriate legal relief.

60. The Plaintiff will fully and adequately protect the interests of the proposed Class, and has

retained counsel to represent the Class members who are qualified to prosecute complex Class action litigation. Neither the Plaintiffs nor their solicitors have interests which are contrary to, or conflicting with, the interests of the proposed Class.

Statutory Obligations

61. The Defendants are in breach of their statutory duty or obligation to consumers under the *Competition Act* RSC 1985, chapter C-34 and amendments thereto as well as the *Sale of Goods Act*, (R.S.B.C. 1996, c. 410) and the *Consumer Protection Act*, (R.S.B.C. 1996, c. 67).

62. The Plaintiffs plead and rely upon competition, consumer protection and trade legislation, and common law, as it exists in this jurisdiction, and the equivalent/similar legislation and common law in other Canadian provinces and territories. The Class members have suffered injury, economic loss and damages caused or materially contributed to by the Defendants' inappropriate and unfair business practices, which includes the Defendants being in breach of applicable Consumer Protection laws.

Causation

63. The acts, omissions, wrong doings, and breaches of legal duties and obligations of the Defendants have caused or materially contributed to the Class members suffering injury, economic loss, and damages.

64. The Class members have suffered real and substantial injury, economic loss, and damages arising from the aforesaid acts, omissions, wrong doings, and breaches of legal duties and obligations of the Defendants, and are therefore entitled to the relief sought and judgment against the Defendants.

Aggravated and Punitive Damages

65. The Defendants have demonstrated and taken a cavalier and arbitrary approach with respect to their obligations to the Class members.

66. At all material times, the conduct of the Defendants as set forth above was malicious,

deliberate and oppressive towards their customers and the general public, and the Defendants conducted themselves in a willful, wonton, and reckless manner, as set forth above.

67. The Defendants' aforesaid acts, omissions, wrong doings, and breaches of legal duties and obligations constitute unfair business practices and dealings with their customers and the public.

68. As a result of the aforesaid acts, omissions, wrong doings, and breaches of legal duties and obligations by the Defendants, the Plaintiff and Class members have sustained substantial injury, economic loss and damages, and are entitled to awards of aggravated, and punitive damages.

General

69. The Plaintiffs plead and rely upon the *Class Proceedings Act* (R.S.B.C. 1996 c.50).

70. The Plaintiffs, as representatives of the Class of persons, corporations, and entities resident or situated in British Columbia, and a subclass of persons, corporations, and entities not resident or situated in the Province of British Columbia, but resident or situated in another Canadian province or territory, have suffered injury, economic loss, and damages as a result of the Defendants' acts, omissions, wrong doings, and breaches of legal duties and obligations, included but not limited to, deceit, misrepresentation, negligence, intentional and negligent misrepresentation, inappropriate and unfair trade and business practices, misleading and misinforming their customers and members of the public, failure to make proper public disclosure, and failure to fulfill their statutory and common law duties and obligations to the Plaintiff and the Class members.

**WHEREFORE THE PLAINTIFF ON BEHALF OF ALL CLASS MEMBERS
CLAIM FOR THE FOLLOWING RELIEF, ON A JOINT AND SEVERAL BASIS,
AGAINST THE DEFENDANTS:**

1. An Order to certify this proceeding as a Class proceeding and an order appointing

Representative Plaintiff[s] of the Class and subclass, as described below;

2. General and special damages for each member of the Class in an amount to be determined at trial;
3. General damages for breach of contract, and breach of express or implied warranty and conditions;
4. General damages for negligence;
5. General damages for fraudulent concealment and failure to warn;
6. Damages in the amount of monies paid or to be paid for lead testing of the children handling the concerned toys of the Defendants;
7. Restitution of all amounts incurred for replacement of the defective toys and associated costs and expenses, as suffered by Class members;
8. Disgorgement of all benefit and amounts accruing to the Defendants as a result of their wrongful acts to Class members;
9. Aggravated and punitive damages;
10. Post-judgment Interest on the foregoing sums in the amount of 2% per month, compounded monthly;
11. Costs of this action, on a substantial indemnity or solicitor and client basis; and,
12. Such further and other relief as counsel may advise and this Honourable Court may allow.

Dated at Victoria, British Columbia, this 26th day of September, 2007.

MERCHANT LAW GROUP LLP

Per:

Solicitors for the Plaintiffs

This document prepared by:

MERCHANT LAW GROUP LLP
Barristers and Solicitors
203-468 Belleville Street
Victoria, BC V8V 1W9
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Attention: Darren Williams

G. DARREN WILLIAMS
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Victoria BC V8V 1W9

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