

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

TERESA RAATZ, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

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

Defendants.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Teresa Raatz (“Plaintiff”) brings this Class Action Complaint against Defendants, Mattel, Inc. and Fisher-Price, Inc., (“Defendants”) individually and on behalf of all others similarly situated, and alleges, upon personal knowledge as to Plaintiff’s own actions and to counsels’ investigation, and upon information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. Plaintiff brings this class action lawsuit on behalf of herself, and all others similarly situated who purchased Fisher-Price 3-in-1 SnugaPuppy Activity Center (collectively herein “the Product”).

2. Unfortunately, 15,300 Products sold across the country are unfit for their intended purpose because they are dangerously unsafe for infants.¹

¹ <https://www.cpsc.gov/Recalls/2025/Fisher-Price-Recalls-Tissue-Box-Toy-Sold-with-SnugaPuppy-Activity-Centers-Due-to-Choking-Hazard> (last accessed April 21, 2025)

3. On April 10, 2025, Defendants made the recall announcement due to the potential for the detachable tissue box toy to come apart, exposing the small support brackets, posing a choking hazard to young children.²

4. The Product is manufactured, advertised, sold, and distributed by Defendants or its agents, to consumers including Plaintiff, across the United States.

5. The product was manufactured by Defendants, distributed to other corporations, and then sold to consumers across the United States.

6. Through marketing and sale, Defendants represented that the Product is safe for children.

7. Plaintiff and consumers do not know, and did not have a reason to know, that the Product purchased carried the potential for choking hazards. Consumers expect the products they purchased to be safe, especially products aimed towards children.

8. Other manufacturers produce and sell safe activity centers, which is evidence that the risk inherent with Defendants' Product is demonstrably avoidable.

9. Feasible alternative formulations, designs, and materials are currently available and were available to Defendants at the time the Product was formulated, designed, and manufactured.

10. At the time of their purchases, Defendants did not notify Plaintiff, and similarly situated consumers, of the Product's choking hazard through the product labels, instructions, packaging, advertising, or in any other manner, therefore, acting in violation of state and federal laws.

11. Plaintiff purchased the Product, while lacking the knowledge that Product could be dangerous if not deadly, thus causing serious harm to those who use such Product.

² *Id.*

12. Because Plaintiff and all consumers purchased the worthless and dangerous Product, which they purchased under the presumption that the Product was safe, they have suffered losses.

13. As a result of the above losses, Plaintiff seeks damages and equitable remedies.

PARTIES

14. Plaintiff Teresa Raatz is a resident and citizen of Belton, Texas.

15. Defendant Mattel, Inc. is a Delaware corporation with its principal place of business at 333 Continental Blvd., El Segundo, CA 90245.

16. Defendant Fisher-Price, Inc. is a Delaware corporation with its principal place of business at 636 Girard Avenue, East Aurora, NY 14052.

JURISDICTION AND VENUE

17. This Court has subject jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more putative Class Member, (ii) the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest and costs, and (iii) there is minimal diversity because Plaintiff and Defendants are citizens of different states.

18. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

19. This Court has personal jurisdiction over Defendant Fisher-Price because Defendant is headquartered in New York, and has substantial contacts with New York. Defendant also receives substantial benefits and income from New York.

20. This Court has personal jurisdiction over Defendant Mattel, Inc., because it has substantial contacts with, and receives substantial benefits and income from New York.

21. Venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d) because Defendant Fisher-Price would be subject to personal jurisdiction in this District if this District were a separate state, given that Fisher-Price is headquartered in the Western District of New York.

FACTUAL ALLEGATIONS

22. This recall involves a tissue box toy sold with the Fisher-Price 3-in-1 SnugaPuppy Activity Centers. The activity center's model number (HLV78) is located on the underside of the table, near the Fisher-Price logo. The tissue box toy is white with red decorations and has "tissues" made of a sensory cloth with a black and white wiggly striped pattern on one side, and a yellow/green with raised spots pattern on the other.³



³ *Id.*

23. On June 4, 2021, Fisher-Price announced the launch of a Safe Start education campaign focused on engaging parents and caregivers in important conversations regarding the safety, health, and development of babies and children. The education campaign featured key safety tips, as well as a video series where experts in infant and child health and development provided critical information to parents and caregivers on an array of topics—including the safe use of products, appropriate environments for sleep, and the proper use of safety restraints.⁴

24. Defendant purports that since its founding over nine decades ago, Fisher-Price has been the most trusted brand for parents and caregivers and safety has been its highest priority.⁵

25. Unfortunately, not all of Defendants' products are as safe as advertised.

Defendants' SnugaPuppy Activity Centers Endangered Children

26. Following at least one report of the tissue box toy coming apart and an infant placing the small support bracket in their mouth, The U.S. Consumer Product Safety Commission (CPSC) and Fisher-Price announced the recall of the 3-in-1 SnugaPuppy Activity Centers.⁶

27. Defendants sold about 15,300 of the Product at various stores and mass merchandisers nationwide and online.

⁴ <https://corporate.mattel.com/news/fisher-price-launches-safe-start-educational-campaign-to-help-parents-and-caregivers-provide-safe-care-for-babies-and-children> (last accessed April 21, 2025)

⁵ *Id.*

⁶ <https://www.cpsc.gov/Recalls/2025/Fisher-Price-Recalls-Tissue-Box-Toy-Sold-with-SnugaPuppy-Activity-Centers-Due-to-Choking-Hazard> (last accessed April 21, 2025)

A. The Health and Safety Risks to Children Associated with the Use of the Product Renders It Worthless

28. As a result of the health and safety risks to infants posed by the use of the Activity Center, the Product has been rendered completely worthless or, at the very least, has been substantially diminished in value.

29. The information described above, including the now-known health and safety risks to infants, have rendered the Product worthless to consumers. If parents of infants choose to discontinue use of the Product, they must pay for another product that can serve the activity centers' intended purpose.

30. Consumers have been told by the CPSC that they should immediately stop using the recalled tissue box toy, remove it from the activity center, keep it away from children and contact Fisher-Price to receive a free replacement toy for the activity center. Consumers will be asked to mark the tissue box toy permanently with the word "Recall" and the unique identifier, mark "X" on the sensory cloth tissues, and upload a photo of the marked toy at <https://service.mattel.com/us/recall.aspx>.⁷

B. Defendants Delayed Their Recall

31. Defendants have not disclosed when they first discovered or received reports from users of the Product regarding the choking hazard.

32. At a minimum, Defendants were aware of the risk associated with the Product since its sales between November 2022 through February 2025.⁸

⁷ *Id.*

⁸ *Id.*

33. Yet, Defendants continued to manufacture and sell the Product with such awareness. During this period, Defendants unreasonably and unjustly profited from the manufacture and sale of the Product and unreasonably put infants at risk of choking.

C. Plaintiff

34. Plaintiff Teresa Raatz is, and was at all relevant times, an individual residing in Belton, Texas.

35. Plaintiff purchased a new Fisher-Price 3-in-1 Snuggly Activity Center (HLV78) for her infant child.

36. This Product is within Defendants' Recall.

37. Plaintiff used the Product daily with her child until the tissue box fell apart and into small pieces as described under the Recall. At the time of her purchase, Plaintiff was unaware of the risks associated with the Product and the dangers it posed to her child's health and safety.

TOLLING AND ESTOPPEL

A. Discovery Rule Tolling

38. Plaintiff and the members of the Class had no way of knowing about Defendants' conduct with respect to the choking hazards associated with the use of the Recalled Product.

39. Neither Plaintiff nor any other members of the Class, through the exercise of reasonable care, could have discovered the conduct by Defendants alleged herein. Further, Plaintiff and members of the Class did not discover and did not know facts that would have caused a reasonable person to suspect that Defendants were engaged in the conduct alleged herein.

40. For these reasons, all applicable statutes of limitations have been tolled by the discovery rule with respect to claims asserted by Plaintiff and the Class.

CLASS ACTION ALLEGATIONS

41. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3). Plaintiff seeks class certification on behalf of the class defined as follows (the “Class”):

All persons in the United States who purchased or used a Fisher-Price 3-in-1 Snuggly Activity Centers that was distributed or sold by Defendants from November 2022 through April 10, 2025.

42. Plaintiff reserves the right to modify or refine the definition of the Class based upon discovery of new information and in order to accommodate any of the Court’s manageability concerns.

43. Excluded from the Class are: (a) any Judge or Magistrate Judge presiding over this action and members of their staff, as well as members of their families; (b) Defendants and Defendants’ predecessors, parents, successors, heirs, assigns, subsidiaries and any entity in which Defendants or their parents have a controlling interest, as well as Defendants’ current or former employees, agents, officers, and directors; (c) persons who properly execute and file a timely request for exclusion from the Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (e) counsel for Plaintiff and Defendants; and (f) the legal representatives, successors, and assigns of any such excluded persons.

44. **Numerosity (Rule 23(a)(1)).** The Class members are so numerous that joinder of individual members herein is impracticable. The exact number of members of the Class, as herein identified and described, is not known, but the Recall Notice indicates that thousands of individuals have purchased the Recalled Product.

45. **Commonality and Predominance (Rule 23(a)(2)).** Common questions of fact and law exist for each cause of action and predominate over questions affecting only individual Class members including the following:

- Whether Defendants owed a duty of care to Plaintiff and the Class;
- Whether Defendants knew or should have known that the Recalled Product posed health and safety risks to infants;
- Whether Defendants wrongfully represented that the Recalled Product was safe;
- Whether the recalled Product retained any value post-recall;
- Whether Defendants wrongfully represented that the Recalled Product was safe to use;
- Whether Defendants wrongfully failed to disclose that the Recalled Product posed health and safety risks to infants;
- Whether Defendants' representations and omissions in advertising, warranties, packaging, and/or labeling were false, deceptive, and/or misleading;
- Whether those representations and omissions were likely to deceive a reasonable consumer;
- Whether a reasonable consumer would consider the presence, or risk of, health and safety risks of their infant children as a material fact in purchasing one of the Recalled Product;
- Whether Defendants had knowledge that those representations and omissions were false, deceptive, and misleading;
- Whether Defendants breached their express warranties;

- Whether Defendants breached their implied warranties;
- Whether Defendants engaged in false advertising;
- Whether Defendants' conduct was negligent per se;
- Whether Defendants made negligent and/or fraudulent misrepresentation and/or omissions; and
- Whether Plaintiff and the members of the Class are entitled to actual, statutory and punitive damages.

46. **Typicality (Rule 23(a)(3)).** Plaintiff's claims are typical of the claims of the other members of the proposed Class. Plaintiff and members of the Class suffered injuries as a result of Defendants' wrongful conduct that is uniform across the Class.

47. **Adequacy (Rule 23(a)(4)).** Plaintiff's interests are aligned with the Class they seek to represent. Plaintiff has and will continue to fairly and adequately represent and protect the interests of the Class. Plaintiff has retained competent counsel experience in complex litigation and class actions and the types of claims at issue in this litigation, with the necessary resources committed to protecting the interests of the Class. Plaintiff has no interest that is antagonistic to those of the Class, and Defendants have no defenses unique to Plaintiff. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the members of the Class.

48. **Superiority.** This class action is appropriate for certification because class proceedings are superior to other available methods for the fair and efficient adjudication of this controversy, and joinder of all members of the Class is impracticable. The prosecution of separate actions by individual members of the Class would impose heavy burdens upon the Courts and Defendants, would create a risk of inconsistent or varying adjudications of the questions of law and fact common to members of the Class, and would be dispositive of the interests of the other

members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests. Class treatment will create economies of time, effort and expense and promote uniform decision-making.

49. **Certification of Specific Issues (Rule 23(c)(4)).** To the extent that any described Class herein does not meet the requirements of Rule 23(b)(2) or (b)(3), Plaintiff seeks the certification of issues that will drive the litigation toward resolution.

50. **Declaratory and Injunctive Relief (Rule 23(b)(2)).** Defendants have acted or refused to act on grounds generally applicable to Plaintiff and other members of the Class, thereby making appropriate final injunctive and declaratory relief, as described herein, with respect to the members of the Class as a whole.

CAUSES OF ACTION

COUNT I

VIOLATION OF NEW YORK GEN. BUS. LAW § 349

51. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

52. Plaintiff brings this cause of action on behalf of herself and members of the Nationwide Class seeking statutory damages available under New York Gen. Bus. Law § 349 .

53. GBL § 349 prohibits “[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state.”

54. The conduct of Defendants alleged herein constitutes “unlawful” deceptive acts and practices in violation of GBL § 349, and as such, Plaintiff and the Nationwide Class seek monetary damages.

55. Defendants misleadingly, inaccurately, and deceptively advertised and marketed its Product to consumers through material safety omissions described above, specifically by failing to inform consumers that their Product presented a serious choking risk.

56. Fisher-Price's improper consumer-oriented conduct is misleading in a material way in that it, inter alia, induced Plaintiff and the Nationwide Class to purchase and pay a premium for the Product when they otherwise would not have.

57. Plaintiff the Nationwide Class have been injured inasmuch as they paid a premium for a Product that posed a choking risk for infants. Had they known the truth about the Product, Plaintiff and the Nationwide Class would not have purchased the Product or would have paid significantly less for it. Accordingly, Plaintiff and the Nationwide Class received less than what they bargained and/or paid for.

58. Defendants made untrue and/or misleading statements and material omissions willfully, wantonly, and with reckless disregard for the truth.

59. As a result of Defendants' unlawful deceptive acts and practices, Plaintiff and the Nationwide Class are entitled to monetary, compensatory, statutory, treble and punitive damages, restitution and disgorgement of all moneys obtained by means of Fisher-Price's unlawful conduct, interest and attorneys' fees and costs.

COUNT II
VIOLATION OF NEW YORK GEN. BUS. LAW § 350

60. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

61. Plaintiff brings this claim individually and on behalf of the Nationwide Class. GBL § 350 provides, in part, as follows: "False advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful."

62. GBL § 350-a(1) provides, in part, as follows: The term “false advertising” means advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual. ...”

63. Defendants’ omissions of the choking risks of the Product are materially misleading representations since they misrepresent that the Product does not pose a risk to infant users. As a result of these omissions, reasonable consumers formed the mistaken belief that the Product was safe to use.

64. Defendants’ advertising of the Product induced Plaintiff and members of the Nationwide Class to buy the Product. Thus, Defendants made material misrepresentations and omissions about the Product.

65. Plaintiff and the Nationwide Class have been injured inasmuch as they paid a premium for a Product that posed a choking risk, contrary to Defendants’ omissions. Had they known the truth about the Product, Plaintiff and the Nationwide Class would not have purchased the Product or would have paid significantly less for it. Accordingly, Plaintiff and the Nationwide Class received less than what they bargained and/or paid for.

66. Defendants made the foregoing untrue and/or misleading representations willfully, wantonly and with reckless disregard for the truth.

67. As a result of Defendants' unlawful deceptive acts and practices, Plaintiff the Nationwide Class are entitled to monetary, compensatory, statutory, treble and punitive damages, restitution and disgorgement of all moneys obtained by means of Defendants' unlawful conduct, interest and attorneys' fees and costs.

COUNT III
UNJUST ENRICHMENT

68. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

69. Plaintiff brings this claim on behalf of herself individually and on behalf of the Class.

70. Plaintiff and the Class conferred substantial benefits on Defendants through their purchase of the Recalled Product. Defendants knowingly and willingly accepted and enjoyed these benefits.

71. Defendants either knew or should have known that the payments rendered by Plaintiff and the Class was given with the expectation that the Recalled Product would have the qualities, characteristics, and suitability for use represented and warranted by Defendants. As such, it would be inequitable for Defendants to retain the benefit of the payments under these circumstances.

72. Defendants' acceptance and retention of these benefits under the circumstances alleged herein make it inequitable for Defendants to retain the benefits without payment of the value to Plaintiff and the Class.

73. Plaintiff and the Class are entitled to recover from Defendants all revenue wrongfully collected and improperly retained by Defendant, plus interest thereon.

74. Plaintiff and the Class seek actual damages, attorneys' fees, costs, and any other just and proper relief available under the laws.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against Defendants as to each and every count, including:

A. An order certifying this action and the Class requested herein as a class action, designating Plaintiff as representative of the Class and appointing Plaintiff's counsel as counsel to the Class;

B. An order declaring that Defendants' actions constitute: (a) violations of New York Gen. Bus. Law §§ 349-350; (b) negligent misrepresentation and (c) unjust enrichment; and that Defendants is liable to Plaintiff and the Class, as described herein, for damages arising therefrom;

C. A judgment awarding Plaintiff and members of the class all appropriate damages in an amount to be determined at trial;

D. A judgment awarding Plaintiff and the Class prejudgment and post-judgment interest, as permitted by law;

E. A judgment awarding Plaintiff and the Class costs and fees, including attorney's fees, as permitted by law; and

F. Grant such other legal, equitable, or further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for all issues so triable.

Dated: April 22, 2025

Respectfully Submitted,

/s/ Jason P. Sultzer

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