

Exhibit A12

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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 KAREN FLORES, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 FISHER-PRICE, INC., a Delaware
18 corporation

19 Defendant,

Case No: 8:19-cv-01073

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Karen Flores (“Plaintiff”) brings this action on behalf of herself and all
2 others similarly situated against Defendant Fisher-Price, Inc. (“Defendant”) for the
3 manufacture, marketing, and sale of the Rock ‘N Play Sleeper products identified
4 below. Plaintiff makes the following allegations pursuant to the investigation of her
5 counsel and based upon information and belief, except as to the allegations specifically
6 pertaining to herself, which are based on personal knowledge.

7 NATURE OF THE ACTION

8 1. This is a class action against Defendant Fisher-Price, Inc. for the
9 manufacture and sale of the Rock ‘N Play Sleeper line of products, including but not
10 limited to the Rock ‘N Play Sleeper, the Auto Rock ‘N Play Sleeper, the Deluxe Rock
11 ‘N Play Sleeper, and several other variants (collectively, the “Products”)¹. The Products
12 are defective because, even when used according to Defendant’s instructions, the
13 Products present a serious risk to the health and welfare of infants. The defining feature
14 of the Products – locking the infant into an inclined sleeping position – is in fact a
15 dangerous defect (the “Defect”). The Products can at the very least, contribute to
16 positional plagiocephaly – a condition in which an infant’s skull is misshapen or
17 flattened by pressure, or at the unimaginable worst, cause death by suffocation. The
18 Defect renders the Products unsuitable for their express principle purpose – holding
19 sleeping infants for hours at a time.

20 2. Plaintiff brings claims against Defendant individually and on behalf of a
21 class of all other similarly situated purchasers of the Products for (1) fraud; (2) unjust
22 enrichment; (3) violation of California’s Consumers Legal Remedies Act (“CLRA”),
23 Civil Code §§ 1750, *et. seq.*; (4) violation of California’s Unfair Competition Law, Cal.
24 Bus. & Prof. Code §§ 17200-17210; and (5) breach of implied warranty of fitness.

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27
28 ¹ Exhibit C is a printout from the Fisher-Price website showing all products in the Rock ‘N Play™ Sleeper line.

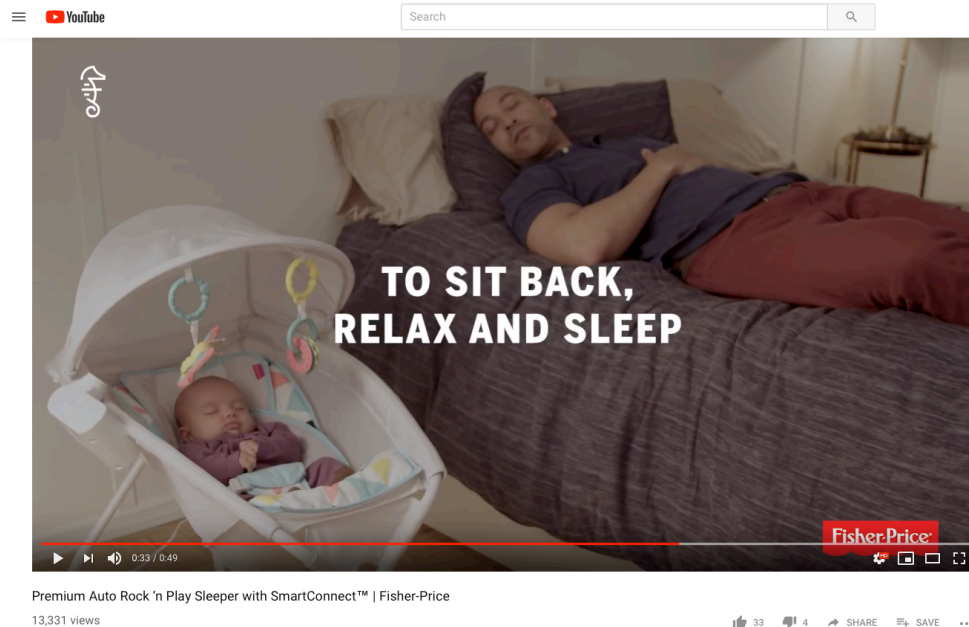
THE PARTIES

1
2 3. Plaintiff Karen Flores is, and at all times relevant to this action has been, a
3 resident of San Clemente, California. Ms. Flores purchased the Product on August 23,
4 2018 from BuyBuyBaby's online store. Ms. Flores used a credit card to pay for the
5 Product, which was purchased for Ms. Flores's infant granddaughter to sleep in. Ms.
6 Flores would not have purchased the Product had she known about the Defect - that the
7 Product is useless and worthless because the Defect renders it unfit to perform its
8 express purpose.

9 4. Ms. Karen Flores purchased the Product because her daughter-in-law,
10 Victoria Flores, requested the Product as a gift, adding the Product to her online baby
11 gift registry. Prior to requesting the Product as a gift, Victoria Flores reviewed the
12 Product's marketing information and specifications. Prior to purchasing the Product,
13 Ms. Karen Flores reviewed the Product's marketing information and specifications.
14 This information could have and *should have* disclosed the Defect, but did not. Had
15 there been a disclosure, Victoria Flores would not have requested the Product as a gift,
16 nor would Ms. Karen Flores have purchased the Product, or would not have purchased
17 the Product on the same terms because the Defect would have been material to them. In
18 fact, the very name of the Product – “Sleeper” – is a misrepresentation because it
19 represents that the Products are safe and suitable for an infant to sleep in, *which they*
20 *are not*. Defendant did not disclose the Defect or give any warnings about the Defect.
21 Only *after* buying the Products, and reviewing the instruction manual, might a
22 purchaser learn of any safety risks, and even then only on the vaguest terms. Ms. Karen
23 Flores relied on Defendant's marketing material and the very name of the Product in
24 making her purchase decision.

25 5. Defendant Fisher-Price, Inc. is a Delaware corporation with its principal
26 place of business in East Aurora, New York. Defendant manufactures, markets, and
27 distributes the Products throughout the United States.
28

1 11. Furthermore, contrary to some of Defendant's public statements, Defendant
2 has marketed the Products as suitable for *unattended* sleep, as seen in this still from a
3 marketing video for the Products:



15 12. Unfortunately for consumers who purchase these Products, they are not
16 suitable for infants to sleep in, *especially not unattended*. Indeed, the Products are
17 defective because infants who sleep in them are at a significantly increased risk of
18 developing positional plagiocephaly, or worse, suffocating.

19 **The Products Can Cause Positional Plagiocephaly**

20 13. The American Association of Neurological Surgeons describes positional
21 plagiocephaly as follows:

22 Positional plagiocephaly is a condition in which specific areas of an
23 infant's head develop an abnormally flattened shape and appearance. Occipital
24 plagiocephaly causes a flattening of one side of the back of the head, and *is often a result of the infant consistently lying on his or her
25 back*. A flat area may develop very quickly over several months.²

26 14. The Products can cause positional plagiocephaly because the Products'
27 inclined wedge lock the infant's head into a single position. Ms. Flores experienced the
28

² <https://www.aans.org/Patients/Neurosurgical-Conditions-and-Treatments/Positional-Plagiocephaly>

1 Products' Defect first-hand: her infant granddaughter developed positional
2 plagiocephaly after months of sleeping in a Rock 'N Play Sleeper.

3 15. While positional plagiocephaly is not life threatening, it requires medical
4 intervention to remedy. Positional plagiocephaly is treated by fitting the infant with a
5 helmet that applies adjustable pressure to counteract the flat shape and restore a round
6 shape to the infant's head. An infant with positional plagiocephaly will require regular
7 visits to a physician to adjust the helmet and monitor progress. The financial cost of the
8 helmet and the appointments to monitor and adjust the helmet can be substantial, in
9 addition to the emotional burden for parents and caregivers of their child having to wear
10 a medical device during the first year of life.

11 **The Products Can Cause Infants to Suffocate**

12 16. Unfortunately, the risk to infants from using Defendant's Products does not
13 stop at flat heads; the Products can also cause infants to suffocate. This can happen one
14 of two ways:

15 17. First, as the infant develops the ability to roll over, the child can flip over
16 and bury her face in the soft, malleable cushioning of the Products, leading to
17 suffocation. On April 5, 2019, the U.S. Consumer Product Safety Commission
18 ("CPSC") issued the following warning: "According to medical literature, infants
19 typically begin rollover behaviors at 3 months. The CPSC is aware of 10 infant deaths
20 in the Rock 'n Play that have occurred since 2015, after the infants rolled from their
21 back to their stomach or side, while unrestrained. All 10 infants were 3 months or
22 older."³

23 18. Defendants have acknowledged this: "Fisher-Price has confirmed to
24 Consumer Reports that they are aware of **32 infant fatalities** associated with the Rock
25
26

27 _____
28 ³ <https://www.cpsc.gov/content/cpsc-alert-cpsc-and-fisher-price-warn-consumers-about-fisher-price-rock-'n-play-due-to>

1 'n Play Sleeper since the product was introduced in 2009. And Consumer Reports'
2 review found fatalities involving children younger than three months.”⁴

3 19. Second, due to the inclined position in which the Products lock the infant,
4 the child’s head can roll forward, restricting her breathing and, because of insufficient
5 neck strength, she suffocates: “‘If the baby’s head falls forward or to the side it
6 compresses the trachea and that limits the oxygen that they can take in,’ said Rachel
7 Peachman, a deputy of special projects at *Consumer Reports* and author of the
8 investigation. ‘We believe that it is not a safe product for parents to use for infants of
9 any age, and the safest thing to do is to recall the product immediately.’”⁵

10 Fisher-Price’s Pre-Sale Knowledge of the Defect

11 20. As stated above, Defendant have known about the Defect since 2009. That
12 Fisher-Price would not only continue to sell the Products, but aggressively market an
13 ever-expanding line of variations on the Product after *thirty-two* deaths, is
14 unforgiveable. This ghoulish corporate malfeasance, perpetrated on a national level
15 against trusting parents and caregivers, is the reason the remedy of class actions exists.

16 21. In 2015, Dr. Natasha Burgert, a Board-certified pediatrician, wrote a letter
17 to Defendant about her concerns with the Rock ‘N Play Sleeper. She posted the letter
18 on her website, KC Kids Doc:

19 The Rock n’ Play™ Sleeper puts infants at risk for deformities.... As a
20 consequence to babies being restricted to one sleep position for multiple
21 hours per day, **infants using the Rock n’ Play™ Sleeper are developing**
22 **plagiocephaly/brachycephaly (“flat head”) and torticollis.** These are
23 significant diagnoses potentially requiring expensive head-molding
24 helmets and physical therapy. My observational experience is not unique.
25 There are currently numerous complaints online that should not be
26 ignored.⁶

27 ⁴ <https://6abc.com/health/consumer-reports-more-than-30-deaths-associated-with-sleeper/5238786/>

28 ⁵ <https://www.npr.org/sections/health-shots/2019/04/10/711776554/safety-commission-may-ask-for-a-recall-of-fisher-price-baby-cot-tied-to-infant-d>

⁶ <https://www.kckidsdoc.com/kc-kids-doc/dear-fisher-price>

1 22. Later in 2015, Rachel Coley, a pediatric occupational therapist, cited Dr.
2 Burgert's letter on her website, Can Do Kiddo, and addressed the issue from her
3 professional perspective:

4 New parents LOVE the Rock 'n Play™. How do I know? Because it's
5 included as an "essential," "must-have," "lifesaver" item among nearly all
6 baby registry recommendations. I also know because so many of the
7 parents I personally know (and love) use the Rock 'n Play as their babies'
8 first sleeping spot - conveniently compact and within arm's reach of new
9 mama. Unfortunately, I also know that new parents love the Rock 'n
10 Play™ because I'm a pediatric Occupational Therapist. **A startling
11 number of the babies referred for therapy services for head
12 flattening, neck tightness and motor development issues have spent
13 LOTS of their time sleeping and playing in this piece of baby gear.**

14 23. The U.S. Food and Drug Administration has also voiced concerns about
15 "sleep positioner" devices such as the Rock 'N Play Sleeper, which lock infants into a
16 single position while sleeping. In a 2017, the FDA warned the public about such
17 devices in an article titled, "Do Not Use Infant Sleep Positioners Due to the Risk of
18 Suffocation." Defendant's Products could hardly deviate further from the FDA's
19 guidelines for infant sleeping conditions.

20 The U.S. Food and Drug Administration is reminding parents and
21 caregivers not to put babies in sleep positioners. These products—
22 sometimes also called "nests" or "anti-roll" products—can cause
23 suffocation (a struggle to breathe) that can lead to death.

24 The two most common types of sleep positioners feature raised supports or
25 pillows (called "bolsters") that are attached to each side of a mat, or a
26 wedge to raise a baby's head. **The positioners are intended to keep a
27 baby in a specific position while sleeping** and are intended for infants
28 under 6 months old....

29 **Safety Advice for Putting Babies to Sleep**

- 30 • **NEVER** use infant sleep positioners. Using this type of product to
31 hold an infant on his or her side or back is dangerous.
- 32 • **NEVER** put pillows, blankets, loose sheets, comforters, or quilts
33 under a baby or in a crib. These products also can be dangerous.
34 Babies don't need pillows and adequate clothing—instead of
35 blankets—can keep them warm.
- 36 • **ALWAYS** keep cribs and sleeping areas bare. That means you
37 should also never put soft objects or toys in sleeping areas.

38 ⁷ <http://www.candokiddo.com/news/rocknplay>

- **ALWAYS** place a baby on his or her back at night and during nap time. An easy way to remember this is to follow the ABCs of safe sleep: “Alone on the Back in a bare Crib.”⁸

24. The very name of the Products – “Sleeper” – is misleading; it implies that the product is safe for holding sleeping infants for several hours at time, when it is not. In fact, when the government of Canada raised safety concerns over the Products, Defendant changed the name, marketing them instead as “Soothers.”

25. Defendant has acknowledged the public’s concerns about the risks of using its Products. On or about April 9, 2019, Defendant created a special landing website for such concerns - “fisher-pricesafety.com”. On that page, Defendant states that,

“...we are also aware of an article by Consumer Reports regarding the safety of inclined sleeping. We continue to work closely with the Consumer Product Safety Commission regarding the safe use of our products, including the Rock ‘n Play Sleeper. It is essential that the product warnings and instructions are always followed. We will continue to do all we can to ensure that parents and caregivers have the information necessary to create a safe sleep environment for infants. That is why we also provide guidance about how to use our products on the front of the product packaging, in the product instructions, and on our website.

26. The paragraph above is devoid of any details, accountability, or solutions, yet it speaks volumes: Defendant stands by the Products and they will remain on the market. In fact, Defendants strongly imply that the fault lies with parents for not following the “warnings and instructions” and failing to “create a safe sleep environment.”

27. Defendant has profited enormously from its failure to disclose the Defects. The only reason Defendant did not disclose the Defect sooner is that it deems making money more important than protecting its customers from the dangers relating to the Products.

28. The Defect at issue here involves a critical safety-related component of the Products: it is unsafe to use the Products for their express, intended purpose because of the likelihood it will injure infants. Defendant has a moral and legal responsibility to ensure the utmost safety of *any* product marketed to parents and caregivers for the care

⁸ <https://www.fda.gov/ForConsumers/ConsumerUpdates/ucm227575.htm>

1 of infants. The margin of error for a baby product simply cannot be this high.
2 Defendant's dereliction of this responsibility is most evident in that Defendant
3 continued to *expressly* market the Products for helping infants "sleep all naptime or
4 nighttime long", despite years of public complaints and mounting evidence that infants
5 should not sleep in the Products *at all*, much less all night, and certainly not unattended.

6 29. Defendant has suppressed the safety Defect. Specifically, by displaying the
7 Product and describing its features, the product packaging implied that the Product was
8 safe and suitable for holding a sleeping infant, without disclosing that the Products had
9 a critical safety-related defect that could result in harm to users of the Product.

10 **Defendant Prevaricates, Then Issues a Half-Hearted Recall**

11 30. As cited above, Defendant's reflex to the growing public chorus was to shift
12 the onus onto parents and caregivers for not using the Products properly. For example,
13 the CPSC warning cited *supra* offers this deflection:

14 Fisher-Price warns consumers to stop using the product when infants can roll
15 over, but the reported deaths show that some consumers are still using the
16 product when infants are capable of rolling and without using the three point
17 harness restraint... CPSC and Fisher-Price remind consumers to create a safe
18 sleep environment for infants, whether using a crib, bassinet, play yard, or
19 inclined sleeper: Never add blankets, pillows, stuffed toys, or other items to the
20 environment and always place infants to sleep on their backs.

21 31. Defendant's - page "fisherpricesafety.com, also cited *supra*, offers similar
22 prevarications: "We continue to stand by the safety of the Rock 'N Play sleeper, as it
23 meets all applicable safety standards.... It is essential that product warnings and
24 instructions are always followed."

25 32. What then of Defendant's "warnings and instructions"? Do they warn
26 parents that children can develop positional plagiocephaly, or suffocate by rolling over
27 into the Products' cushioned sleeping pad? No. To the contrary, the only suffocation
28 risk expressed in the instruction manual is the risk of *adding* bedding material to the
Products – *not* the Products themselves:

1 **SUFFOCATION HAZARD**

2 Infants have suffocated: On added pillows, blankets and extra padding. - Only
3 use the pad provided by Fisher-Price. - Never place extra padding under or beside
4 infant.

5 (Ex. B, pg. 2).

6 33. What then of those parents who ignored, or never saw, the warning that use
7 of the Products should stop when the child begins to roll over? Were they warned about
8 the risk of suffocation? No. They were warned only that the child might fall out of the
9 sleeper:

10 **FALL HAZARD**

11 To prevent falls, stop using the product when infant: Begins to roll over...

12 (Ex. B, pg. 2).

13 34. While a sleeping child rolling out of the sleeper and falling 8-10 inches is
14 dangerous and ought to avoided, it is nothing compared to the child rolling over a
15 suffocating in the Products' own cushioning – *a risk that parents, caregivers, and*
16 *purchasers of the Products were never warned about.*

17 35. Furthermore, the risk that the Products' incline can cause the child's head to
18 roll forward, restricting breathing, is not mentioned anywhere in the warnings and
19 instructions.

20 36. The instructions do offer warnings about head flattening, but only in general
21 terms. Nowhere in this warning do Defendants point out that using its Products,
22 precisely in the manner intended, directed, and marketed by Defendant, can cause
23 positional plagiocephaly⁹. In one absurd example, Defendant's warning states: "Help
24 your baby avoid resting his head in the same position all the time by frequently
25 changing the direction he lies in the crib." Ex. B, pg. 9. This is of course not possible
26 in the Products, which lock the infant into an inclined wedge.

27 _____
28 ⁹ Ironically, the strongest warnings in Defendant's instructions are devoted to the AC power cord, the subject of
a page and a half of warnings.

1 37. Through April of 2019, the enormous public outrage directed at Defendants
2 finally won out over their entrenched greed, but only slightly. On April 12, 2019, the
3 CPSC announced a recall of the Products. However, the actual terms of the recall are
4 woefully insufficient to address the economic harm inflicted on purchasers.

5 38. First, a full refund is only offered to purchasers who bought the Products
6 within the six-month period immediately preceding the recall. Furthermore, those
7 purchasers who qualify cannot redeem their refund until they dismantle the Product and
8 ship parts of it back to Defendant:

9 Fisher-Price® Rock 'n Play Sleeper Recall

10 The United States Consumer Product Safety Commission announced a voluntary recall of all
11 Fisher-Price® Rock 'n Play Sleepers.

12 **Infant fatalities have occurred in Rock 'n Play Sleepers, after the infants rolled from their
13 back to their stomach or side while unrestrained, or under other circumstances.**

14 **If you own a Rock 'n Play Sleeper, discontinue use of the item immediately.**

15 We will be sending you a prepaid shipping label and detailed instructions on how to disassemble
16 your Rock 'n Play Sleeper and return the two hubs. **Keep the remainder of your product, a
17 copy of the receipt (if you have it), and the shipping receipt until you receive your recall
18 resolution.**

19 The hubs you're returning should look like one of the following photos:



23 39. Second, purchasers who bought the Products earlier than the six-month
24 refund period (like Ms. Flores) will only be give *vouchers* for other Fisher-Price
25 products.

26 If the Fisher-Price Rock 'n Play Sleeper was originally purchased new - either by
27 you or by a prior owner of the product - **before** 10/12/2018, you will receive a
28 voucher for a Fisher-Price product to be selected from a list of products to be
provided by Fisher-Price. Your product choice will be determined by the original
date of purchase of the product. To establish your date of purchase, please send
in your original receipt if you have it. If you do not have your receipt, please
write the month and year of your purchase on one of the hubs you are returning.

- 1 b. whether Defendant's conduct was unfair and/or deceptive;
- 2 c. whether Defendant has been unjustly enriched as a result of the unlawful
- 3 conduct alleged in this Complaint such that it would be inequitable for
- 4 Defendant to retain the benefits conferred upon Defendant by Plaintiff and
- 5 the Class;
- 6 d. whether Plaintiff and the Class have sustained damages with respect to the
- 7 common law claims asserted, and if so, the proper measure of their
- 8 damages.

9 45. With respect to the California Subclass, additional questions of law and fact

10 common to the members that predominate over questions that may affect individual

11 members include whether Defendant violated the California Consumer Legal Remedies

12 Act, California's Unfair Competition Law, and the Song-Beverly Implied Warranty

13 laws.

14 46. Plaintiff's claims are typical of those of the Class because she, like all

15 members of the Class, purchased Defendant's Products, in a typical consumer setting,

16 and sustained damages from Defendant's wrongful conduct.

17 47. Plaintiff will fairly and adequately protect the interests of the Class and

18 Subclasses and has retained counsel that is experienced in litigating complex class

19 actions. Plaintiff has no interests which conflict with those of the Class or the Subclass.

20 48. A class action is superior to other available methods for the fair and efficient

21 adjudication of this controversy.

22 49. The prosecution of separate actions by members of the Class and the

23 Subclass would create a risk of establishing inconsistent rulings and/or incompatible

24 standards of conduct for Defendant. For example, one court might enjoin Defendant

25 from performing the challenged acts, whereas another might not. Additionally,

26 individual actions could be dispositive of the interests of the Class and the Subclass

27 even where certain Class or Subclass members are not parties to such actions.

28

COUNT 1

Fraud

1
2
3 50. Plaintiff incorporates by reference and re-allege herein all paragraphs
4 alleged above.

5 51. Plaintiff brings this claim individually and on behalf of the members of the
6 proposed Class and Subclass against Defendant.

7 52. This claim is based on fraudulent omissions and representations concerning
8 the safety of consumers who use the Products. As discussed above, Defendant failed to
9 disclose that the Products had a dangerous Defect, or that the Defect was substantially
10 likely to manifest through the customary and intended use of the Products.
11 Furthermore, the very name of the Products – “Sleeper” – is misleading; it represents
12 that the Products are safe for infants to sleep in, which they are not.

13 53. The false and misleading omissions and representations were made with
14 knowledge of their falsehood. Defendant is a nationwide infant and child toy and
15 accessory product distributor who knew of reports of the Product’s defective and
16 dangerous nature, and by its own public admission, knew of infant deaths associated
17 with the Products. Nonetheless, Defendant continued to sell its worthless and
18 dangerous Rock ‘N Play Sleeper Products to unsuspecting consumers.

19 54. The false and misleading omissions and representations were made by
20 Defendant, upon which Plaintiff and members of the proposed Class and California
21 Subclass reasonably and justifiably relied, and were intended to induce and actually
22 induced Plaintiff and members of the proposed Class and California Subclass to
23 purchase the Products.

24 55. The fraudulent actions of Defendant caused damage to Plaintiff and
25 members of the proposed Class and Subclass, who are entitled to damages and other
26 legal and equitable relief as a result.

1 **COUNT 2**

2 **Unjust Enrichment**

3 56. Plaintiff incorporates by reference and re-alleges herein all paragraphs
4 alleged above.

5 57. Plaintiff brings this claim individually and on behalf of the members of the
6 proposed Class and Subclass against Defendant.

7 58. Plaintiff and Class members conferred benefits on Defendant by purchasing
8 the Products.

9 59. Defendant has been unjustly enriched in retaining the revenues derived from
10 Plaintiff's and Class members' purchases of the Products. Retention of those moneys
11 under these circumstances is unjust and inequitable because Defendant failed to
12 disclose that the Products were unfit for infants to sleep in, or that the Defect was
13 substantially likely to manifest through the customary and intended use of the Products.
14 These omissions caused injuries to Plaintiff and Class members because they would not
15 have purchased the Products if the true facts were known.

16 60. Retention of those moneys also is unjust and inequitable because, as alleged
17 above, Fisher-Price has issued a woefully insufficient "recall" of the Products, thereby
18 protecting the profits that Fisher-Price collected from selling the defective Products.

19 61. Because Defendant's retention of the non-gratuitous benefits conferred on
20 them by Plaintiff and Class members is unjust and inequitable, Defendant must pay
21 restitution to Plaintiff and Class members for its unjust enrichment, as ordered by the
22 Court.

23 **COUNT 3**

24 **Violation of California's Consumers Legal Remedies Act ("CLRA"),**
25 **California Civil Code § 1750, et seq. (Injunctive Relief Only)**

26 62. Plaintiff incorporates by reference and re-alleges herein all paragraphs
27 alleged above.

28

1 63. Plaintiff brings this claim individually and on behalf of the members of the
2 proposed Class and Subclass against Defendant.

3 64. Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services
4 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities
5 which they do not have or that a person has a sponsorship, approval, status, affiliation,
6 or connection which he or she does not have.” Civil Code § 1770(a)(7) prohibits
7 “[r]epresenting that goods or services are of a particular standard, quality, or grade, or
8 that goods are of a particular style or model, if they are of another.” Civil Code §
9 1770(a)(9) prohibits “advertising goods or services with intent not to sell them as
10 advertised.”

11 65. Defendant violated Civil Code § 1770(a)(5), (a)(7) and (a)(9) by holding out
12 Products as fit for infants to sleep in, when in fact the products were defective,
13 dangerous, and useless.

14 66. The Defect involves a critical safety-related component of the Products, and
15 it was unsafe to use the Products with the Defect.

16 67. Defendant had exclusive knowledge of the Defect, which was not known to
17 Plaintiff or class members.

18 68. Defendant made partial representations to Plaintiff and class members,
19 while suppressing the safety Defect. Specifically, the very name of the Products, along
20 with Defendant’s marketing information and specifications (such as “sleep all naptime
21 or nighttime long”), expressly claim that the Product is suitable for infants to sleep in,
22 without disclosing that the Product had a critical safety-related Defect that could result
23 in harm to users of the Product.

24 69. Plaintiff and the members of the California Subclass have suffered harm as
25 a result of these violations of the CLRA because they have incurred charges and/or paid
26 monies for the Products that they otherwise would not have incurred or paid.

27 70. On May 31, 2019, prior to the filing of this Complaint, Plaintiff’s counsel
28 sent Defendant a CLRA notice letter, which complies in all respects with California

1 Civil Code §1782(a). The letter was sent via certified mail, return receipt requested,
2 advising Defendant that it was in violation of the CLRA and demanding that it cease
3 and desist from such violations and make full restitution by refunding the monies
4 received therefrom. The letter stated that it was sent on behalf of Plaintiff and all other
5 similarly situated purchasers. A true and correct copy of Plaintiff's CLRA letter is
6 attached hereto as Exhibit A. If Defendant fails to take corrective action within 30 days
7 of receipt of the demand letter, Plaintiff will amend her complaint to include a request
8 for damages as permitted by Civil Code § 1782(d).

9 71. Wherefore, Plaintiff presently only seeks injunctive and equitable relief for
10 this violation of the CLRA.

11 **COUNT 4**

12 **Violation of California's Unfair Competition Law**

13 72. Plaintiff incorporates by reference and re-alleges herein all paragraphs
14 alleged above.

15 73. Plaintiff brings this claim individually and on behalf of the members of the
16 proposed Class and Subclass against Defendant.

17 74. By committing the acts and practices alleged herein, Defendant has violated
18 California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-
19 17210, as to the California Subclass, by engaging in unlawful, fraudulent, and unfair
20 conduct.

21 75. Defendant has violated the UCL's proscription against engaging in unlawful
22 conduct as a result of its violations of the CLRA, Cal. Civ. Code § 1770(a)(5) and (a)(7)
23 as alleged above.

24 76. Defendant's acts and practices described above also violate the UCL's
25 proscription against engaging in fraudulent conduct.

26 77. As more fully described above, Defendant's misleading marketing,
27 advertising, packaging, and labeling of the Products is likely to deceive reasonable
28 consumers.

1 78. Defendant's acts and practices described above also violate the UCL's
2 proscription against engaging in unfair conduct.

3 79. Plaintiff and the other California Subclass members suffered a substantial
4 injury by virtue of buying the Products that they would not have purchased absent
5 Defendant's unlawful, fraudulent, and unfair marketing, advertising, packaging, and
6 omission about the defective nature of the Products.

7 80. There is no benefit to consumers or competition from deceptively marketing
8 and omitting material facts about the defective nature of the Products.

9 81. Plaintiff and the other California Subclass members had no way of
10 reasonably knowing that the Products they purchased were not as marketed, advertised,
11 packaged, or labeled. Thus, they could not have reasonably avoided the injury each of
12 them suffered.

13 82. The gravity of the consequences of Defendant's conduct as described above
14 outweighs any justification, motive, or reason therefore, particularly considering the
15 available legal alternatives which exist in the marketplace, and such conduct is
16 immoral, unethical, unscrupulous, offends established public policy, or is substantially
17 injurious to Plaintiff and the other members of the California Subclass.

18 83. Pursuant to California Business and Professional Code § 17203, Plaintiff
19 and the California Subclass seek an order of this Court that includes, but is not limited
20 to, an order requiring Defendant to:

- 21 (a) provide restitution to Plaintiff and the other California Subclass members;
22 (b) disgorge all revenues obtained as a result of violations of the UCL;
23 (c) pay Plaintiff's and the California Subclass' attorney's fees and costs.

24 **COUNT 5**

25 **Breach of Implied Warranty of Fitness and Merchantability**

26 84. Plaintiff incorporates by reference and re-allege herein all paragraphs
27 alleged above.

28

1 85. Plaintiff brings this claim individually and on behalf of the members of the
2 proposed Class and Subclass against Defendant.

3 86. Defendant is, and at all relevant times was, a merchant engaged in the
4 business of manufacturing and distributing, among other things, the Rock ‘N Play
5 Sleeper and various related products.

6 87. Plaintiff and the Class Members purchased the Products.

7 88. Defendant is a manufacturer and merchant with respect to goods of this
8 kind, which were sold to Plaintiff and other consumers, and there was in the sale to
9 Plaintiff and other consumers an implied warranty that those goods were merchantable
10 and that they were fit for their intended use as safe and comfortable place for infants to
11 sleep.

12 89. However, Defendant breached that warranty implied in the contract for the
13 sale of goods in that Rock ‘N Play Sleeper Products are completely unusable, lack even
14 the most basic degree of fitness for ordinary or intended use, and are not safe for their
15 express intended purpose, as set forth in detail herein above.

16 90. The Products are defective and unusable because they were distributed to
17 the public containing a harmful Defect, and because the Defect was substantially likely
18 to manifest through the customary and intended use of the Products. As a result, the
19 Products were not usable and dangerous to the health of its consumers.

20 91. As a direct and proximate result of this breach of warranty by Defendant,
21 Plaintiff and other consumers have been damaged by paying monies for products that
22 are completely unusable and unfit for their intended purpose. Plaintiff seeks damages
23 in an amount to be proven at trial for the injuries suffered from Defendant’s breach of
24 the implied warranties. The damages suffered by Plaintiff and the Class Members
25 include, but are not limited to, the monies paid to Defendant for the Products.

26 92. As a result of Defendant’s conduct, Plaintiff did not receive goods as
27 impliedly warranted by Defendant to be merchantable.

28

COUNT 6

**Breach of Implied Warranty Pursuant to Song-Beverly Consumer Warranty Act,
California Civil Code §§ 1792 and 1791.1, et seq.**

93. Plaintiff incorporates by reference and re-allege herein all paragraphs alleged above.

94. Plaintiff brings this claim individually and on behalf of the members of the proposed Class and Subclass against Defendant,

95. Plaintiffs' vehicles are "consumer goods" within the meaning of the Song-Beverly Consumer Warranty Act, Cal. Civ. Code 1795.5.

96. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Products. Defendant knew or had reason to know of the specific use for which the Products were purchased.

97. Defendant provided Plaintiff and the class members with an implied warranty that the Products are merchantable and fit for the ordinary purposes for which they were sold. However, the Products are not fit for their ordinary purpose of providing safe sleeping accommodations for infants because, as described *supra*, the Products are defective and dangerous.

98. Defendant impliedly warranted that the Products were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Products manufactured, supplied, distributed, and/or sold by Defendant were safe and reliable for holding sleep infants; and (ii) a warranty that the Products would be fit for their intended use while the Products were being used by parents and caregivers.

99. Contrary to the applicable implied warranties, the Products, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing safe sleeping accommodations for infants. Instead, the Products are defective, including the defective design of the inclined wedge sleeping position.

100. The Defect is inherent and was present in each Product at the time of sale.

1 101. As a result of Defendant's breach of the applicable implied warranties,
2 purchasers of the Products suffered an ascertainable loss of money, property, and/or
3 value of their Products.

4 102. Defendant's actions, as complained of herein, breached the implied
5 warranty that the Products were of merchantable quality and fit for such use in violation
6 of California Civil Code §§ 1792 and 1791.1.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays for judgment and relief as follows:

- 9 A. For an order certifying the nationwide Class and the Subclass under Rule 23
10 of the Federal Rules of Civil Procedure and naming Plaintiff as representative
11 of the Class and Subclass and Plaintiff's attorneys as Class Counsel to
12 represent the Class and Subclass members;
- 13 B. For an order declaring the Defendant's conduct violates the statutes
14 referenced herein.
- 15 C. For an order finding in favor of Plaintiff, the nationwide Class, and the
16 Subclass on all counts asserted herein.
- 17 D. For compensatory and punitive damages in amounts to be determined by the
18 Court and/or jury
- 19 E. For pre-judgment interest on all amounts awarded
- 20 F. For an order of restitution and all other forms of monetary relief
- 21 G. For an order awarding Plaintiff and the Class and Subclass their reasonable
22 attorneys' fees and expenses and costs of suit

23 **JURY DEMAND**

24 Plaintiff demands a trial by jury.

25
26 Dated: May 31, 2019

REICH RADCLIFFE & HOOVER LLP
By: /s/ Adam T. Hoover
Adam T. Hoover

CLRA VENUE DECLARATION

PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(D)

I, Adam T. Hoover, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am a partner with Reich Radcliffe & Hoover LLP, counsel of record for Plaintiff Karen Flores in this action. Plaintiff Karen Flores resides in San Clemente, California. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.

2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the events alleged in the Complaint occurred in the Central District of California.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed at Newport Beach, California on May 31, 2019.

/s/ Adam T. Hoover

A

EXHIBIT A

REICH RADCLIFFE & HOOVER LLP

4675 MacArthur Court, Suite 550
Newport Beach, California 92660
(949) 975-0512
adhoover@reichradcliffe.com

Marc G. Reich
Richard J. Radcliffe
Adam T. Hoover

May 31, 2019

Fisher-Price, Inc.
636 Girard Avenue
East Aurora, NY 14052

Fisher-Price, Inc.
333 Continental Boulevard, Tower 15-1
El Segundo, CA 90245

CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Via: Certified Mail – Return Receipt Requested

Re: Demand Letter Pursuant to California Civil Code § 1782, and other applicable laws

To Whom It May Concern:

This letter serves as a notice and demand for corrective action on behalf of my client, Karen Flores, and all other persons similarly situated, arising from violations of numerous provisions of California law including the Consumers Legal Remedies Act, Civil Code §§ 1770 and 1772, including but not limited to subsections (a)(5), (7), and (9) of § 1770. This letter also serves as notice pursuant to Cal. Com. Code § 2607(3)(a) concerning the breaches of implied warranties described herein.

You have participated in the manufacture, marketing, and sale of the Rock ‘N Play Sleeper line of products, including but not limited to the Rock ‘N Play Sleeper, the Auto Rock ‘N Play Sleeper, the Deluxe Rock ‘N Play Sleeper, and several other variants (collectively, the “Products”). Each of these products suffer a design defect (the “Defect”) because the design, indeed, the core feature of the Products, is to lock a sleeping infant into an inclined wedge. Because of this Defect, the Products can cause or contribute to positional plagiocephaly or worse, death by suffocation. The Defect renders the Products unsuitable for their express principal and intended purpose. Further, on the packaging of the Products, you have failed to disclose the Defect or disclose any warning that the Defect may manifest and cause customers substantial harm.

In April of 2019, you issued a recall of the Products due to the Defect. However, your recall did too little too late. It was far too narrow, as it did not include all of the affected Products, which are not materially different in any relevant way and suffer from the same Defect. Further, you offer refunds to customers who bought the products in the immediately preceding six-month period. Purchasers prior that period will receive only vouchers for Fisher-Price products, and even then, only if they can provide verification of ownership of the Products. The requirement that purchasers ship parts of the Products to you is especially dubious, since your own instructions and public warnings direct purchasers to discontinue use of the Products after 3-5 months. Therefore, you are fully aware that the significant number, if not the vast majority of the purchasers, will be unable comply with the requirements of the recall.

Ms. Karen Flores, a resident of California, purchased the Deluxe Newborn Auto Rock 'N Play Sleeper from BuyBuyBaby's online store. The Product was a gift for her daughter-in-law to use with her infant granddaughter. Ms. Flores would not have purchased the Product had she known that there was a significant risk that the Product was unfit to perform its intended purpose and was dangerous. Ms. Flores' daughter-in-law reviewed the Product's marketing information and specifications prior to requesting the Product as a baby gift. Likewise, Ms. Flores relied on representation inherent in the name of the Product – "Sleeper" – in believing that the Product was suitable for holding sleeping infants. Fisher-Price ought to have disclosed the Defect and related risks in its marketing information and specifications, or alternatively, selected a less misleading name for the Products (as Fisher-Price has done in Canada), but did not. Had there been such disclosures, Ms. Flores' daughter-in-law would not have requested the Product as a gift, nor would Ms. Flores have purchased the Products, or would not have purchased the Products on the same terms, because the Defect would have been material to them.

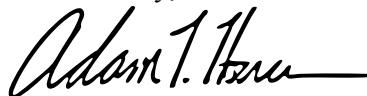
Ms. Flores is acting on behalf of all purchasers of the Products within the United States from 2009 to the present years. Ms. Flores is also specifically acting on behalf of purchasers of the Products in California. To cure the defects described above, we demand that you make full restitution to all purchasers of the Products of all purchase money obtained from sales thereof.

We further demand that you preserve all documents and other evidence that refers or relates to any of the above-described practices including, but not limited to, the following:

1. All documents concerning the ingredients, formula, testing, and manufacturing process for the Products;
2. All communications with the U.S. Consumer Product Safety Commission, the National Advertising Division, or the Federal Trade Commission concerning the product development, manufacturing, marketing and sales of the Products;
3. All documents concerning the advertisement, marketing, or sale of the Products;
4. All communications with customers concerning complaints or comments concerning the Products; and
5. All documents and communications concerning the potential or tendency of the Products to cause or contribute to positional plagiocephaly or suffocation.

We are willing to negotiate to attempt to resolve the demands asserted in this letter. If you wish to enter into such discussions, please contact me immediately. If you contend that any statement in this letter is inaccurate in any respect, please provide us with your contentions and supporting documents promptly.

Sincerely,



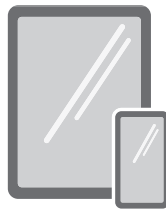
Adam T. Hoover

B

EXHIBIT B



CMP93
CMP94



Some features of this product only work with the Fisher-Price® Smart Connect™ app. Download the Fisher-Price® Smart Connect™ app to control the sleeper from your smart device (not included). This app is available from the App StoreSM or Google Play™.

Algunas características de este producto solo funcionan con la aplicación Smart Connect™ de Fisher-Price®. Baja la aplicación Smart Connect™ de Fisher-Price® para controlar la cuna mecedora con tu dispositivo celular (no incluido). Esta aplicación está disponible en el App StoreSM o Google Play™.

IMPORTANT! Keep these instructions for future reference. Please read these instructions before assembly and use of this product.

- Adult assembly is required. Tool needed for assembly: Phillips Screwdriver (not included). **Assembly instructions on back side of this sheet.**
- Requires an AC adaptor (input 100 - 240 VAC, 50 - 60Hz, 9W, with an output of 8 VDC) for operation (included).
- Product features and decorations shown in photographs and illustrations may vary from your product.

¡IMPORTANTE! Guardar estas instrucciones para futura referencia. Leer estas instrucciones antes de ensamblar y usar este producto.

- Requiere montaje por un adulto. Herramienta necesaria para el montaje: desatornillador de cruz (no incluido). **Ver el dorso de esta hoja para las instrucciones de montaje.**
- Funciona con un adaptador de corriente alterna (entrada de 100 - 240 V~, 50 - 60Hz, 9W, salida de 8 Vcc), incluido.
- Las características y decoración del producto pueden variar de las mostradas.

fisher-price.com



WARNING: Failure to follow these warnings and the instructions could result in serious injury or death.

- **FALL HAZARD:** To prevent falls, stop using the product when infant:
 - Begins to roll over or
 - Can pull up on sides (approximately 5 months).
- ALWAYS use the restraint system.
- **SUFFOCATION HAZARD**
- Infants have suffocated:
 - On added pillows, blankets and extra padding.
 - Use ONLY the pad provided by Fisher-Price. NEVER place extra padding under or beside infant.
- ALWAYS place child on back to sleep.
- Strings can cause strangulation! NEVER place items with a string around a child's neck such as hood strings or pacifier cords. NEVER suspend strings over product or attach strings to toys.
- NEVER place product near a window where cords from blinds or drapes can strangle a child.
- Always provide the supervision necessary for the continued safety of your child.
- When used for playing, never leave child unattended.

- Always use the sleeper where there is adequate ventilation. To prevent overheating, keep the sleeper away from heat sources such as radiators, heat registers, direct sunlight, stoves, amplifiers, or other appliances which produce heat.
- Never use extension cords with the AC adaptor.
- Never use the sleeper near water (ie.: bathtub, sink, laundry tub or wet basement, etc.).

- Do not connect to more than the recommended number of power supplies.
- The product must only be used with the recommended AC adaptor.
- The AC adaptor is not a toy.
- Disconnect the AC adaptor from the sleeper before cleaning.



ADVERTENCIA: el incumplimiento de estas advertencias e instrucciones puede resultar en lesiones graves o la muerte.

- **PELIGRO DE CAÍDAS:** para evitar caídas, dejar de usar el producto reclinado cuando el niño:
 - se empiece a dar la vuelta o
 - se impulse hacia arriba de los lados (aprox. a los 5 meses).
- SIEMPRE usar el sistema de sujeción.
- **PELIGRO DE ASFIXIA**
- Niños pequeños se han asfixiado:
 - En cojines, cobijas y almohadillas adicionales.
 - Usar SOLO la almohadilla proporcionada por Fisher-Price.
NO poner almohadillas adicionales abajo o al lado del bebé.
- SIEMPRE acostar al niño cara arriba para dormir.
- ¡Los cordones pueden causar estrangulación! NO poner artículos con cordones, tales como capuchas o chupones, alrededor del cuello del niño. NO suspender cordones sobre el producto ni amarrar cordones a los juguetes.
- NO poner el producto cerca de una ventana donde los cordones de las persianas o cortinas pueden estrangular al niño.
- Para seguridad del niño, siempre usar bajo la vigilancia de un adulto.
- Cuando se use para jugar, no dejar al niño fuera de su alcance.

- Siempre usar la cuna mecedora donde haya ventilación adecuada. Para evitar sobrecalentamiento, mantener la cuna mecedora alejada de fuentes de calor tales como radiadores, registradoras de calor, contacto solar directo, estufas, amplificadores u otro equipo que genere calor.
- Nunca usar extensiones de cables eléctricos con el adaptador de corriente alterna.
- No usar la cuna mecedora cerca de agua (p. ej., bañera, lavabo, fregadero, sótano mojado, etc.).

- No conectar a más suministros eléctricos de los recomendados.
- Solo usar el producto con el adaptador de corriente alterna recomendado.
- El adaptador de corriente alterna no es un juguete.
- Desconectar el adaptador de corriente alterna de la cuna mecedora antes de limpiarlos.

Smart Connect™ App Download Information Información para bajar la aplicación Smart Connect™

- Some features of this product only work with the Fisher-Price® Smart Connect™ app.
- Download the Fisher-Price® Smart Connect™ app to control the sleeper from your smart device (not included). The app is available from the App StoreSM or Google Play™.
- The Smart Connect™ app is compatible with most iOS and Android™ devices. Please refer to the chart for a list of compatible devices. Device not included.
- Algunas características de este producto solo funcionan con la aplicación Smart Connect de Fisher-Price.
- Baja la aplicación Smart Connect de Fisher-Price para controlar la cuna mecedora con tu dispositivo celular (no incluido). Esta aplicación está disponible en el App StoreSM o Google Play™.
- La aplicación Smart Connect™ es compatible con la mayoría de dispositivos iOS y Android™. Consulta el cuadro para una lista de dispositivos compatibles. Dispositivo no incluido.

Smart Connect™ App Compatibility Compatibilidad con la aplicación Smart Connect

The Fisher-Price® Smart Connect™ app is compatible with the devices listed in the table.

APPLE®	ANDROID™
<ul style="list-style-type: none"> • iPhone (6 Plus, 6, 5S, 5C, 5 & 4S) • iPad (mini with Retina display, mini, air, 4th & 3rd gen) • iPod touch (5th gen) 	<ul style="list-style-type: none"> • Google Nexus 6, Nexus 5, Nexus 4 • Google Nexus 7 (2013), Nexus 10 • HTC One, One Max • Motorola Droid (RAZR, Ultra, Maxx & Mini) • Motorola Moto G, X • Samsung Galaxy S3 or newer • Samsung Galaxy Tab 4, Pro, S or newer • Galaxy Note 3, Galaxy Note 8, 10.1, Pro 12.2, or newer • Galaxy Mega • Sony Xperia (SP, Z, ZR, ZL, Z1 & Z Ultra HSPA+) • Sony Xperia Tablet Z • LG G4

As technology changes, this app may become compatible with additional devices.
Visit fisher-price.com/SmartConnect for an up to date, complete list of compatible devices.

La aplicación Smart Connect de Fisher-Price es compatible con los dispositivos mencionados en la tabla.

APPLE®	ANDROID™
<ul style="list-style-type: none"> • iPhone (6 Plus, 6, 5S, 5C, 5 y 4S) • iPad (mini con pantalla Retina display, mini, air, 4a y 3a generaciones) • iPod touch (5a generación) 	<ul style="list-style-type: none"> • Google Nexus 6, Nexus 5, Nexus 4 • Google Nexus 7 (2013), Nexus 10 • HTC One, One Max • Motorola Droid (RAZR, Ultra, Maxx y Mini) • Motorola Moto G, X • Samsung Galaxy S3 o más reciente • Samsung Galaxy Tab 4, Pro, S o más reciente • Galaxy Note 3, Galaxy Note 8, 10.1, Pro 12.2, o más reciente • Galaxy Mega • Sony Xperia (SP, Z, ZR, ZL, Z1 y Z Ultra HSPA+) • Sony Xperia Tablet Z • LG G4

Conforme cambie la tecnología, esta aplicación puede ser compatible con dispositivos adicionales.
Visite fisher-price.com/SmartConnect para ver una lista completa actualizada de dispositivos compatibles.

Pairing Your Device Sincronizar el dispositivo

Before using the Smart Connect™ app for the first time, you will need to pair your device with the sleeper.

Antes de usar la aplicación Smart Connect™ por primera vez, será necesario sincronizar el dispositivo con la cuna mecedora.



- Open the Smart Connect™ app on your device. Be sure your device is within approximately six feet (1,8 meters) of the sleeper to pair.
- Press and hold the power button on the sleeper for about five seconds to pair it with your device.

Hint: If you cannot pair your device with the sleeper, try moving the device closer to the sleeper.

- The sleeper icon will be highlighted in green in the app when the sleeper is connected to your device. This indicates that you can use your device to control the sleeper.

- Abre la aplicación Smart Connect™ en el dispositivo. Asegúrate de tener el dispositivo a aproximadamente 1,8 m de la cuna mecedora para sincronizarlos.
- Presiona y mantén presionado el botón de encendido de la cuna mecedora por aproximadamente cinco segundos para sincronizarla con el dispositivo.

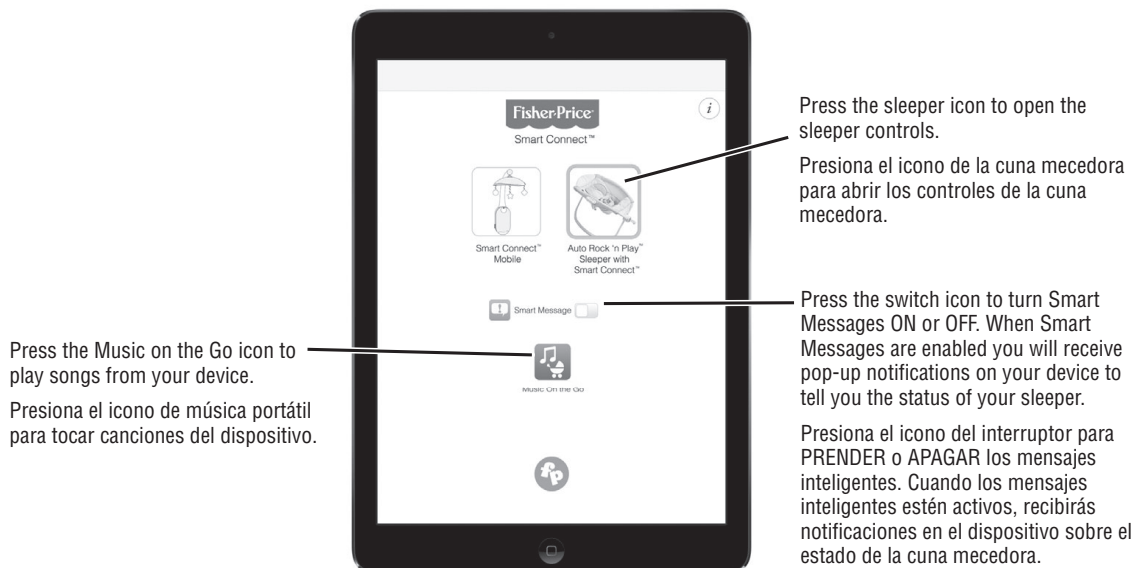
Atención: si el dispositivo no se sincroniza con la cuna mecedora, acerca más el dispositivo a la cuna mecedora.

- El icono de la cuna mecedora estará resaltado en verde en la aplicación cuando la cuna mecedora esté conectada al dispositivo. Esta es indicación de que puedes usar el dispositivo para controlar la cuna mecedora.

Smart Connect™ App Aplicación Smart Connect

App features and decorations shown in photographs and illustrations may vary.

Las características y decoración de la aplicación pueden variar de las mostradas.

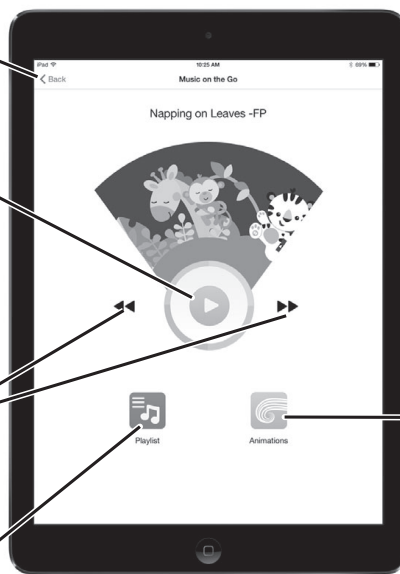


Press the back icon to return to the home screen.
Presiona el icono de regresar para regresar a la pantalla de bienvenida.

Press the play/pause icon to start or stop music.
Presiona el icono play/pausa para empezar o parar la música.

Press the forward or reverse icons to change the song.
Presiona los iconos de avanzar o regresar para cambiar de canción.

Press the playlist icon to create a custom playlist from songs on your device.
Presiona el icono de lista de canciones para crear una lista personalizada de canciones en el dispositivo.



Smart Connect™ App Aplicación Smart Connect

Press the back icon to return to the home screen.
Presiona el icono de regresar para regresar a la pantalla de bienvenida.

Press to connect or disconnect your device from the sleeper.
Presiona para conectar o desconectar el dispositivo de la cuna mecedora.

Press to choose how long music/sounds will play.
Presiona para seleccionar la duración de la música/sonidos.

Press to turn music ON. Press the icon again to turn music OFF. Press the icon a third time to play a different song.
Presiona para PRENDER la música. Vuelve a presionar el icono para APAGAR la música. Presiona una vez más el icono para que se oiga una canción diferente.

Press to choose how long the auto-rock and vibrations will stay on.
Presiona para seleccionar la duración del movimiento automático y vibraciones.

Press the low speed button to turn on auto-rock in low speed. Press the button again to turn auto-rock off.
Presiona el botón de velocidad lenta para prender el movimiento automático en velocidad lenta. Vuelve a presionar el botón para apagar el movimiento automático.

Press the vibration icon to turn soothing vibrations ON. Press this icon again to turn vibrations OFF.
Presiona el icono de vibraciones para ACTIVAR vibraciones relajantes. Vuelve a presionar el icono para APAGAR las vibraciones.

Daytime settings:
Press this icon to save your current settings for daytime use. Press the icon to quickly turn on your customized sleeper settings.
Hint: Press and hold the icon to edit your custom settings.

Niveles durante el día:
Presiona este icono para guardar los niveles actuales para el uso durante el día. Presiona el icono para activar rápidamente los niveles personalizados de la cuna mecedora.
Atención: mantén presionado el icono para editar los niveles personalizados.

View your device status here: **You're Connecting, You're Connected, You're Not Connected or Your sleeper is out of range, turned off or asleep.**
Ve aquí el estado del dispositivo: **Se está conectando, Está conectado, No está conectado o La cuna mecedora está fuera de alcance, apagada o en pausa.**

Press to customize sleeper name.
Presiona para personalizar el nombre de la cuna mecedora.

Press to turn sound effects ON. Press a sound icon again to turn sound effects OFF. Press a sound icon a third time to play a different sound effect.
Presiona para PRENDER los efectos de sonido. Vuelve a presionar un icono de sonido para APAGAR los efectos de sonido. Presiona una vez más un icono de sonido para que se oiga un efecto de sonido diferente.

Press to turn white noise ON. Press the icon again to turn white noise OFF.
Presiona para PRENDER sonidos relajantes. Vuelve a presionar el icono para APAGAR los sonidos relajantes.

Press to adjust volume level.
Hint: Music/sound effects must be ON to use this feature.
Presiona para ajustar el volumen.
Atención: la música/efectos de sonido tienen que estar ACTIVADOS para usar esta característica.

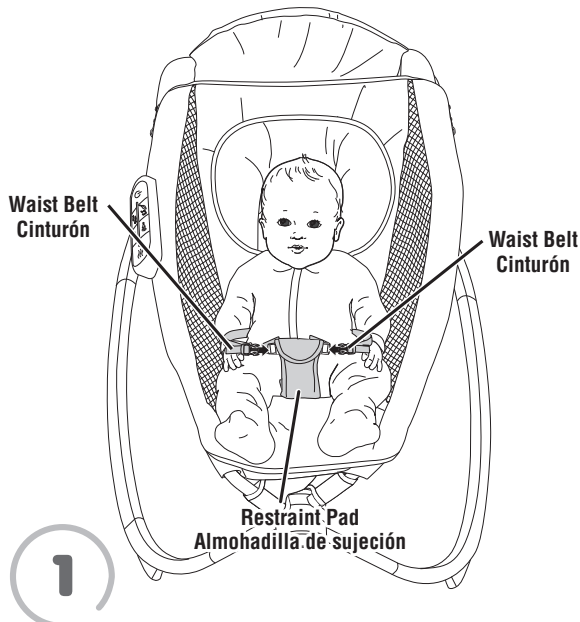
Press the high speed button to turn on auto-rock in high speed. Press the button again to turn auto-rock off.
Presiona el botón de velocidad alta para prender el movimiento automático en velocidad rápida. Vuelve a presionar el botón para apagar el movimiento automático.

Slide the bar to choose a vibration setting: **low speed vibration, low speed pulse, high speed vibration, or high speed pulse.**
Desliza la barra para escoger un nivel de vibraciones: **vibración de velocidad baja, pulso de velocidad baja, vibración de velocidad alta o pulso de velocidad alta.**

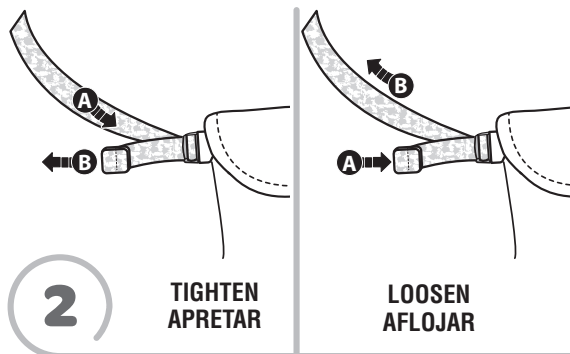
Nighttime settings:
Press this icon to save your current settings for nighttime use. Press the icon to quickly turn on your customized sleeper settings.
Hint: Press and hold the icon to edit your custom settings.

Niveles durante la noche:
Presiona este icono para guardar los niveles actuales para el uso durante la noche. Presiona el icono para activar rápidamente los niveles personalizados de la cuna mecedora.
Atención: mantén presionado el icono para editar los niveles personalizados.

Securing Your Child Sistema de sujeción



- Place your child in the sleeper.
- Position the restraint pad between your child's legs.
- Fasten both waist belts to the restraint pad. Make sure you hear a "click" on both sides.
- Tighten each waist belt so that the restraint system is snug against your child. Please refer to the next section for instructions to tighten the waist belts.
- Sentar al niño en la cuna.
- Colocar la almohadilla de sujeción entre las piernas del niño.
- Ajustar ambos cinturones de la cintura en la almohadilla de sujeción. Asegurarse de oír un clic en ambos lados.
- Apretar cada cinturón de modo que el sistema de sujeción quede bien ajustado al niño/a. Consultar la siguiente sección para mayores detalles sobre cómo apretar los cinturones.



To tighten the waist belts:

- Feed the anchored end of the waist belt up through the buckle to form a loop **A**. Pull the free end of the waist belt **B**.

To loosen the waist belts:

- Feed the free end of the waist belt up through the buckle to form a loop **A**. Enlarge the loop by pulling on the end of the loop toward the buckle. Pull the anchored end of the waist belt to shorten the free end of the waist belt **B**.
- Check to be sure the restraint system is securely attached by pulling it away from your child. The restraint system should remain attached.

Para apretar los cinturones:

- Introducir el extremo fijo del cinturón en la hebilla para formar un espacio **A**. Jalar el extremo libre del cinturón **B**.

Para aflojar los cinturones:

- Introducir el extremo libre del cinturón en la hebilla para formar un espacio **A**. Agrandar el espacio jalando el extremo del cinturón hacia la hebilla. Jalar el extremo fijo del cinturón para acortar el extremo libre del cinturón **B**.
- Asegurarse de que el sistema de sujeción esté bien asegurado, jalándolo en dirección opuesta al niño. El sistema de sujeción debe permanecer conectado.

Preventing Baby's Head from Flattening Cómo evitar que la cabeza del bebé se aplane



Pediatricians and child health organizations agree that healthy babies should be placed on their backs to sleep for naps and at nighttime, to reduce the risk of Sudden Infant Death Syndrome (SIDS). But babies who are always on their backs can sometimes develop flat spots on their head (plagiocephaly). Most cases of positional plagiocephaly can be prevented (and sometimes corrected) by repositioning your baby to relieve pressure on the back of the head. Here are some tips and techniques from the experts to keep in mind as you care for your baby:

- Change the location of your baby's sleeper or crib in the room, so she has to look in different directions to see the door, or the window, or interesting things going on around her.
 - When your baby is awake, provide opportunities for adult-supervised "tummy time" play. Playing on his tummy helps take the pressure off the back of his head, which will help prevent flat spots from developing. Tummy time play also helps your baby's head, neck and shoulder muscles get stronger as part of normal development.
 - Try tummy time two or three times a day, for short periods of time, until your baby gets used to being on her tummy. Once your baby begins to enjoy this position, try longer periods of time or increase the frequency of tummy time play.
 - Help your baby avoid resting his head in the same position all the time by frequently changing the direction he lies in the crib. For example, have your baby's feet point toward one end of the crib for a few days, and then change the position so his feet point toward the other end of the crib. This will encourage your baby to turn and look in different directions.
 - Try to minimize the amount of time your baby spends in car seats, carriers and bouncy seats while awake.
 - Lastly, make sure you enjoy lots of "cuddle time" with your baby by holding her upright over your shoulder.
- For additional information on positional plagiocephaly and the benefits of tummy time play for your baby, speak with your pediatrician or family physician.

National Institute of Health (NIH) Eunice Kennedy Shriver National Institute of Child Health and Human Development

Tanto pediatras como organizaciones de salud de niños están de acuerdo en que los bebés sanos deben dormir siestas y periodos más largos boca arriba para reducir el riesgo de síndrome de muerte súbita infantil. Sin embargo, los bebés que siempre están boca arriba, a veces pueden desarrollar plagiocefalia (aplanamiento de la cabeza). La mayoría de casos de plagiocefalia posicional puede ser prevenida (y a veces corregida) repositonando al bebé para aliviar la presión en el dorso de la cabeza. A continuación se presentan consejos y técnicas de los peritos para el cuidado del bebé:

- Cambia la ubicación de la camita o cuna del bebé en el cuarto de modo que, para ver la puerta, ventana o algún otro objeto de interés, tenga que ver en diferentes direcciones.
- Cuando el bebé esté despierto, date tiempo para jugar boca abajo con él/ella. Jugar boca abajo ayuda a quitar la presión del dorso de la cabeza y ayuda a prevenir el aplanamiento. Jugar boca abajo también ayuda a fortalecer los músculos de la cabeza, cuello y hombros del bebé como parte de un desarrollo normal.
- Juega boca abajo dos o tres veces al día, por periodos breves, hasta que el bebé se acostumbre a estar boca abajo. Ya que el bebé esté a gusto en esta posición, aumenta los periodos de tiempo o la frecuencia del juego boca abajo.
- Ayuda al bebé a evitar apoyar su cabeza en la misma posición todo el tiempo, cambiando con frecuencia la dirección en la que está acostado/a en la cuna. Por ejemplo, por unos días, apunta los pies del bebé hacia un extremo de la cuna y, luego, cambia la posición de los pies hacia el otro extremo de la cuna. Esto estimulará al bebé a voltearse y ver en diferentes direcciones.
- Intenta minimizar la cantidad de tiempo que el bebé pasa en asientos de auto, cargadores y sillas de rebote mientras está despierto/a.
- Por último, asegúrate de pasar mucho tiempo con el bebé en brazos, cargándolo con la cabeza derecha sobre tu hombro.

Habla con el pediatra o médico para obtener más información sobre plagiocefalia posicional y los beneficios para el bebé de jugar boca abajo.

Instituto Nacional de Salud (NIH) Instituto Nacional de Salud de Niños y Desarrollo Humano Eunice Kennedy Shriver



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Use Uso



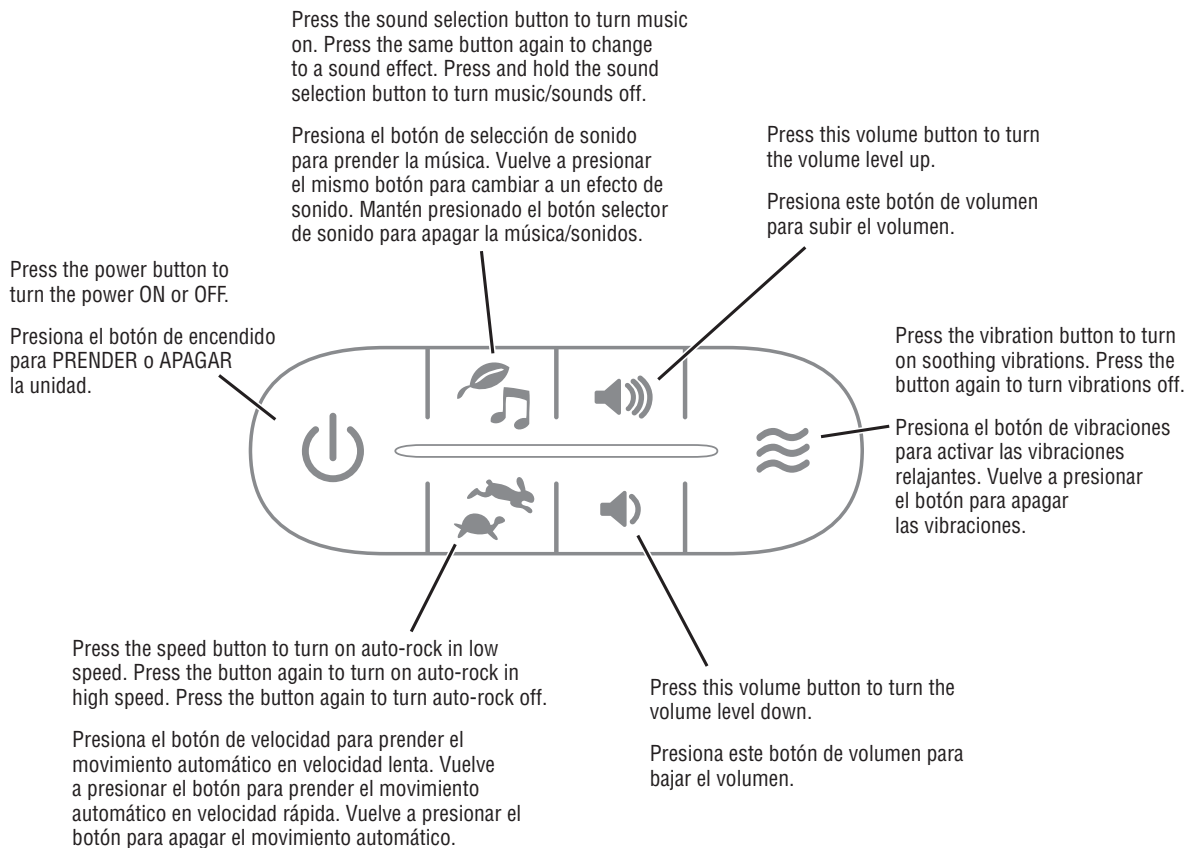
- Place the sleeper near a standard wall outlet.
- Plug the AC adaptor cord into the auto-rock unit.
- Plug the AC adaptor into the wall outlet.
- Use the AC adaptor only in a wall outlet. Do not plug the adaptor into a ceiling outlet.

- Poner la cuna mecedora cerca de un tomacorriente de pared estándar.
- Enchufar el cable del adaptador de corriente alterna en la unidad de movimiento automático.
- Enchufar el adaptador de corriente alterna en el tomacorriente de pared.
- Enchufar el adaptador de corriente alterna solo en un tomacorriente de pared. No enchufar el adaptador en un tomacorriente de techo.

Use Uso

Make sure your child is properly secured in the sleeper.

Asegúrate de que el niño esté bien asegurado en la cuna.



Hints:

- The buttons will light up when power is on.
- The music/sounds time out after approximately 35 minutes. Press the sound selection button to restart music/sounds.
- If this product begins to operate erratically, you may need to reset the electronics. Unplug the AC adaptor and plug it back in.

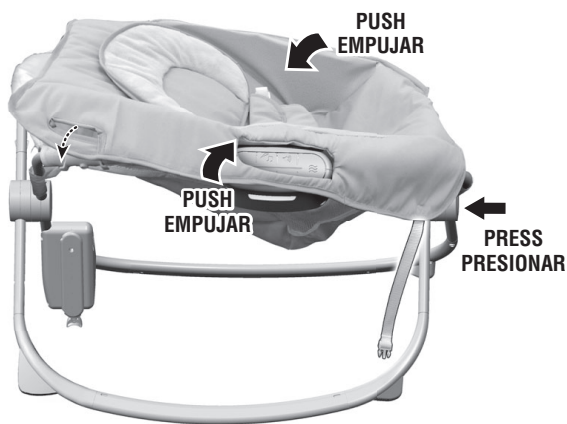
Atención:

- Cuando la unidad esté encendida, los botones se iluminarán.
- Después de aproximadamente 35 minutos, la música/sonidos se apagarán. Presiona el botón selector de sonidos para reiniciar la música/sonidos.
- Si este producto no funciona correctamente, restablece el circuito electrónico. Desenchufa el adaptador de corriente alterna del contacto en la pared y vuelve a enchufarlo.

Storage Almacenamiento



- The AC adaptor cord wraps around the auto-rock unit for storage. Plug the end of the adaptor into the auto-rock unit.
- Cuando no esté en uso, enrollar el cable del adaptador de corriente alterna en la unidad de movimiento automático. Enchufar el cable del adaptador en la unidad de movimiento automático.



- Press the button on the locking hub and push the liner tubes together.
- Lean against a wall for storage.
- Presionar el botón de la conexión que se cierra y unir los tubos del forro empujándolos.
- Apoyar el producto contra una pared para guardarlo.

To Remove the Pad Para quitar la almohadilla



- Unbuckle the restraint system. Unfasten the pad button holes from the liner brackets. Unbuckle the straps on the pad. Pull the pad off the fasteners. Pull the restraint system down through the slots in the pad. Remove the pad from the liner.
- To replace the pad, follow the assembly instructions.
- Desabrochar el sistema de sujeción. Desajustar los orificios de botón de la almohadilla de las abrazaderas del forro. Desabrochar los cinturones de la almohadilla. Separar la almohadilla de los sujetadores. Jalar hacia abajo el sistema de sujeción por las ranuras de la almohadilla. Quitar la almohadilla del forro.
- Para regresar la almohadilla a su lugar, seguir las instrucciones de montaje.

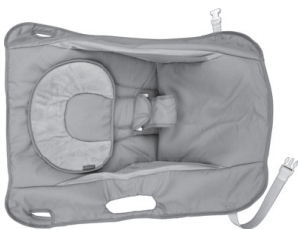
Assembled Parts Piezas ensambladas



AC Adaptor
Adaptador de corriente alterna



Liner Forro



Pad Almohadilla



2 Hubs
(locking and non-locking)
2 conexiones
(sólo una se puede cerrar)



Infant Support
Soporte infantil



2 Base Tubes
(left and right)
2 tubos de base
(izquierdo y derecho)



M4,5 x 35 mm Screw – 1
Tornillo M4,5 x 35 mm – 1

SHOWN ACTUAL SIZE
SE MUESTRA A TAMAÑO REAL

Tighten the screw with a Phillips screwdriver.
Do not over-tighten.

Apretar el tornillo con un desatornillador de cruz.
No apretar en exceso.

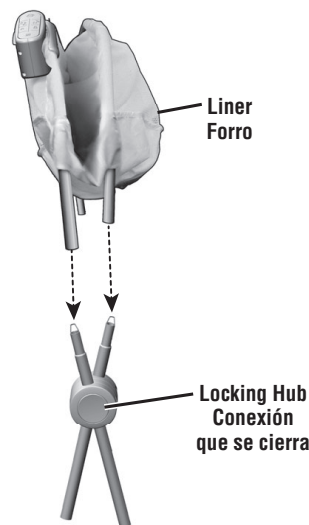
Assembly Montaje

IMPORTANT! Before assembly and each use, inspect this product for damaged hardware, loose joints, missing parts or sharp edges. Do not use the product if any parts are missing, damaged or broken. Do not use accessories or replacement parts other than those approved by the manufacturer.

Hint: You may need the help of another adult to steady the product during assembly steps 1 and 2.

¡IMPORTANTE! Antes del montaje y de cada uso, revisar que el producto no tenga piezas dañadas, conexiones sueltas, piezas faltantes o bordes filosos. NO usar el producto si falta o está rota alguna pieza. No usar accesorios ni piezas de repuesto, salvo aquellos aprobados por el fabricante.

Atención: pida la ayuda de otra persona para mantener el producto estable durante los pasos de montaje 1 y 2.



1

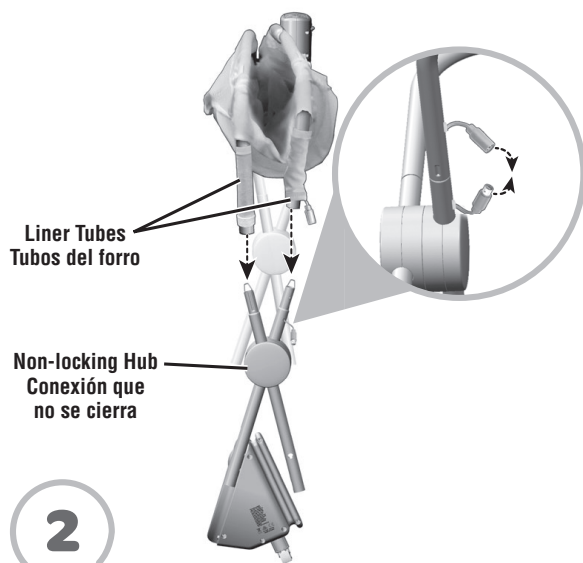
• Fit the liner tubes onto the locking hub tubes.

Hint: The hub tubes are designed to fit onto the liner one way. If they do not seem to fit, turn the liner around and try again.

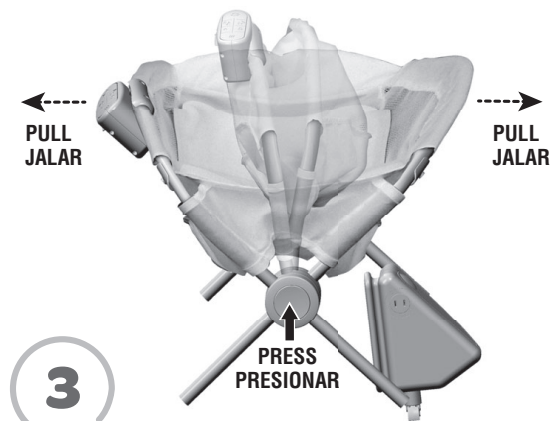
• Ajustar los tubos del forro en los tubos de la conexión que se cierra.

Atención: los tubos de la conexión están diseñados para ajustarse en el forro de una manera. Si no se ajustan, voltear el forro e intentar de nuevo.

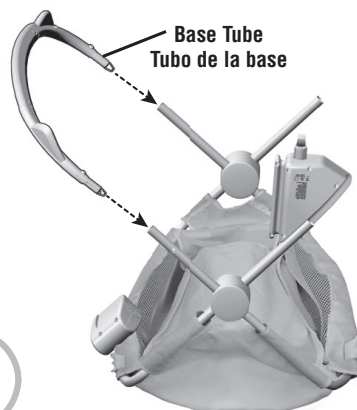
Assembly Montaje



- Fit the liner tubes onto the non-locking hub tubes.
- Plug the power cord from the liner tube into the power cord in the non-locking hub tube.
- Ajustar los tubos del forro en los tubos de la conexión que no se cierra.
- Enchufar el cable eléctrico del tubo del forro en el cable eléctrico del tubo de conexión que no se cierra.



- Press the button on the locking hub and pull apart the liner tubes. Make sure you hear a "click".
- Presionar el botón de la conexión que se cierra y separar los tubos del forro. Asegurarse de oír un clic.



- Turn the frame assembly over.
 - Fit the ends of the base tube without the buttons into the free ends of the hub tubes.
- Hint:** Each base tube is designed to fit onto the hub tubes one way. If the base tube does not seem to fit, turn it around and try again.

- Voltar la unidad del armazón.
 - Insertar los extremos del tubo de base sin botones en los extremos libres de los tubos de la conexión.
- Atención:** cada tubo de base está diseñado para ajustarse en los tubos de conexión de una sola manera. Si el tubo de base no se ajusta, voltearlo e intentar de nuevo.



- While pressing the buttons on the remaining base tube, insert the ends of the base tube into the free ends of the remaining hub tubes.
- Hint:** Each base tube is designed to fit onto the hub tubes one way. If the base tube does not seem to fit, turn it around and try again.

- Mientras presiona los botones del tubo de base restante, insertar los extremos del tubo de base en los extremos libres de los tubos de conexión restantes.
- Atención:** cada tubo de base está diseñado para ajustarse en los tubos de conexión de una sola manera. Si el tubo de base no se ajusta, voltearlo e intentar de nuevo.

Assembly Montaje



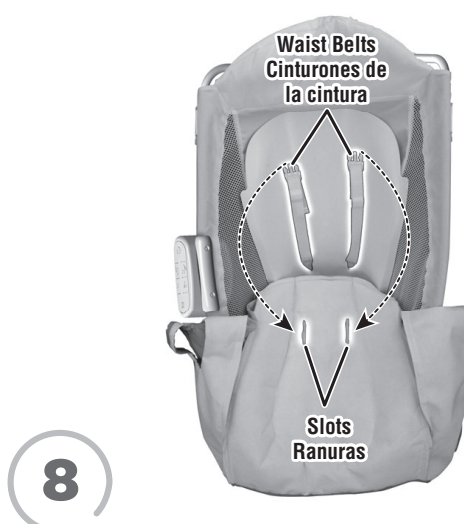
- Insert the screw into the hole in the base tube and the auto-rock unit. Tighten the screw.
- Turn the frame assembly upright.
- Insertar el tornillo en el orificio del tubo de base y en la unidad de movimiento automático. Apretar el tornillo.
- Poner la unidad del armazón en posición vertical.

Pad Button Holes
Orificios de botón
de la almohadilla

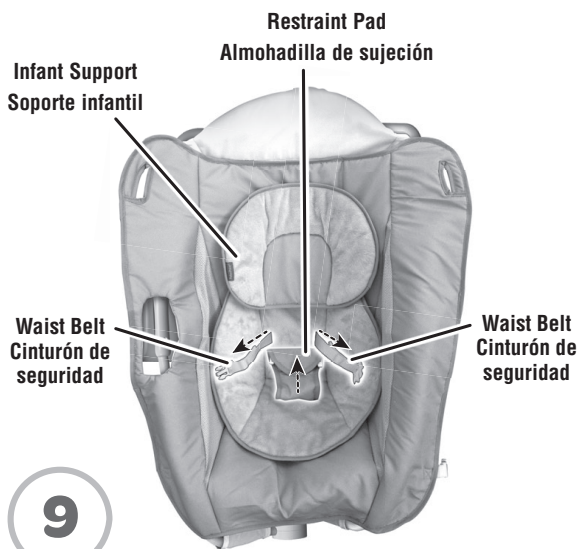
Warning Label
(not visible)
Etiqueta de
advertencia (no visible)



- Position the pad so that the button holes are toward the warning label on the liner. Place the pad on the liner.
- Colocar la almohadilla de modo que los orificios de botón apunten hacia la etiqueta de advertencia en el forro. Poner la almohadilla sobre el forro.

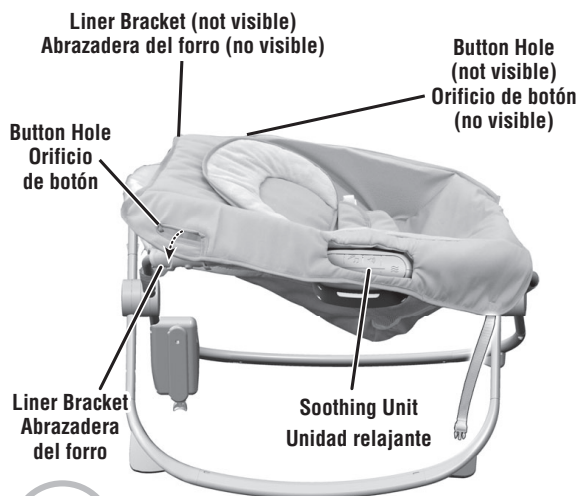


- Fold the top of the pad down and insert the waist belts through the slots in the pad. Make sure the waist belts are **not twisted**.
- Doblar hacia abajo la parte de arriba de la almohadilla e insertar los cinturones de la cintura en las ranuras de la almohadilla. Asegurarse de que los cinturones **no estén torcidos**.



- Lift the top of the pad up.
- Insert the waist belts and restraint pad through the slots in the infant support.
- Levantar la parte de arriba de la almohadilla.
- Introducir los cinturones de seguridad y almohadilla de sujeción en las ranuras del soporte infantil.

Assembly Montaje



10

- Fit the button holes on the pad around the brackets on the liner.
- Fit the edges of the soothing unit through the large opening the pad.
- Ajustar los orificios de botón de la almohadilla alrededor de las abrazaderas del forro.
- Ajustar los bordes de la unidad relajante en el orificio grande de la almohadilla.



12

- Press the pad edges onto the fasteners on the liner.
- Presionar los bordes de la almohadilla en los sujetadores del forro.



11

- Pull the bottom of the pad around the liner.
- Buckle the straps on the pad. Make sure you hear a "click".
- Jalar la parte inferior de la almohadilla alrededor del forro.
- Abrochar los cinturones de la almohadilla. Asegurarse de oír un clic.

Keep this product clean and dry! ¡Mantener este producto limpio y seco!

Regular Care

- During regular use, the pad, infant support and the liner may become damp. Periodically remove the pad and infant support from the liner to air-out and prevent moisture buildup.
- We also recommend machine washing the pad and infant support once a week (or each time they become soiled). Machine wash separately in cold water with a mild detergent on the gentle cycle. Do not use bleach for routine washing. Tumble dry on low.
- While laundering the pad and infant support, clean the liner, frame and hard toy with a mild solution of liquid detergent and water. Do not use abrasive cleaners. Rinse thoroughly with clean water to remove soap residue. Pat dry with a towel and **air dry completely** before replacing the pad on the liner.

Advanced Care

- Moisture buildup may lead to mildew. If you see mildew on your pad, infant support or liner, follow these instructions to kill mildew.

Pad and Infant Support

- Machine wash separately in cold water with a mild detergent and ¼ cup (0,06 liters) bleach. Use the highest water setting on the gentle cycle and tumble dry on low. Use of bleach may result in some color loss of the fabric.

Liner

- Place the product on a protected surface in a well-ventilated room.
- Mix 1 gallon (about 4 liters) of water with 1½ cups (0,35 liters) of chlorine bleach. Apply with a sponge and wipe to clean. Be sure to wear gloves and protective eye wear and clothing when cleaning with bleach. Never mix bleach with ammonia or other household cleaners. Use of bleach may result in some color loss of the fabric. Rinse thoroughly with clean water.
- After cleaning with bleach and water, wash the liner using a small amount of liquid detergent. Gently scrub with a soft brush. Rinse thoroughly with clean water.
- Pat dry with a towel and **air dry completely** before replacing the pad on the liner.

For more cleaning information, please contact Fisher-Price® Consumer Relations at service.fisher-price.com or call 1-800-432-5437.

Mantenimiento regular

- Con el uso normal del producto, la almohadilla, soporte infantil y forro pueden humedecerse. Quitar periódicamente la almohadilla y soporte infantil del forro para arear el producto y evitar la acumulación de humedad.
- Recomendamos lavar a máquina la almohadilla y soporte infantil una vez a la semana (o cada vez que se ensucien). Lavarlos a máquina por separado en agua fría con un detergente neutro en ciclo delicado. Para lavados normales, no usar blanqueador. Meterlos a la secadora a temperatura baja.
- Mientras se lava la almohadilla y soporte infantil, limpiar el forro, armazón y juguete duro con una solución neutra de detergente líquido y agua. No usar limpiadores abrasivos. Enjuagar por completo con agua limpia para eliminar el residuo de jabón. Secarlos inicialmente con una toalla y **dejar que se sequen al aire por completo** antes de colocar la almohadilla en el forro.

Mantenimiento avanzado

- La acumulación de humedad puede crear moho. Si nota moho en la almohadilla, soporte infantil o forro, seguir estas instrucciones para eliminarlo.

Almohadilla y soporte infantil

- Lavarlos a máquina por separado en agua fría con un detergente neutro y ¼ de taza (0,06 litros) de blanqueador. Usar el nivel de agua más alto en el ciclo delicado y secarlos a temperatura baja. El uso de blanqueador puede causar que la tela se decolore un poco.

Forro

- Colocar el producto sobre una superficie protegida en un cuarto bien ventilado.
- Mezclar 4 litros de agua con 1½ tazas (0,35 litros) de blanqueador. Usar una esponja para limpiarlo. Asegurarse de usar guantes y anteojos protectores y ropa al limpiar con blanqueador. No mezclar blanqueador con amoníaco u otros desinfectantes caseros. El uso de blanqueador puede causar que la tela se decolore un poco. Enjuagar por completo con agua limpia.
- Después del lavado con blanqueador y agua, lavar el forro con una cantidad pequeña de detergente líquido. Cepillar suavemente con un cepillo suave. Enjuagar por completo con agua limpia.
- Secarlo inicialmente con una toalla y **dejar que se seque al aire por completo** antes de colocar la almohadilla en el forro.

Para más información sobre el lavado, en los EE.UU., contactarse con el Departamento de atención al cliente de Fisher-Price en service.fisher-price.com o llamar al 1-800-432-5437. Fuera de los EE.UU., consultar la guía telefónica para un listado de Mattel.

Consumer Information Información al consumidor

FCC STATEMENT (UNITED STATES ONLY)

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

NOTE: Changes or modifications not expressly approved by the manufacturer responsible for compliance could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules.

Operation is subject to the following two conditions:

(1) This device may not cause harmful interference, and
(2) this device must accept any interference received, including interference that may cause undesired operation.

- This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. End users must follow the specific operating instructions for satisfying RF exposure compliance. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter."

NOTA FCC (VÁLIDO SÓLO EN LOS ESTADOS UNIDOS)

Este equipo fue probado y cumple con los límites de un dispositivo digital de Clase B, según está establecido en la Parte 15 del reglamento FCC. Estos límites están diseñados para proporcionar una protección razonable contra interferencia dañina en una instalación residencial. Este equipo genera, utiliza y puede radiar energía de radiofrecuencia y, si no se instala y utiliza según lo estipulado en las instrucciones, puede causar interferencia dañina a radiocomunicaciones. Sin embargo, no hay ninguna garantía de que no haya interferencia en una instalación particular. Si este equipo llega a causar interferencia dañina a la recepción de radio o televisión, lo cual puede ser verificado encendiendo y apagando el equipo, se recomienda tomar una de las siguientes medidas para corregir el problema:

- Cambiar la orientación o localización de la antena receptora.
- Aumentar la distancia entre el equipo y el receptor.
- Conectar el equipo en un tomacorriente en un circuito diferente al del receptor.
- Ponerse en contacto con el distribuidor o con un técnico de radio/TV.

Nota: los cambios o modificaciones no expresamente autorizados por el fabricante responsable del cumplimiento de las normas puede cancelar la autoridad del usuario de usar el equipo.

Este dispositivo cumple con la Parte 15 del reglamento FCC. El uso está sujeto a las dos condiciones siguientes:

(1) este dispositivo no debe causar interferencia dañina y (2) este dispositivo debe aceptar cualquier interferencia recibida, incluyendo interferencia que pueda causar que el dispositivo no funcione correctamente.

- Este equipo cumple con los límites de exposición de radiación de la FCC establecidos para un entorno no controlado. Los usuarios finales deberán seguir las instrucciones de uso específicas para cumplir con la exposición de RF. Asegurarse de que el transmisor no esté situado cerca de otra antena o transmisor ni se use en conjunto con estos.

- Contains Transmitter Module FCC ID: CCT-CBV76-14, IC: 4390A-CBV76

- Contiene el módulo de transmisor FCC ID: CCT-CBV76-14, IC: 4390A-CBV76



- Protect the environment by not disposing of this product with household waste (2012/19/EU). Check your local authority for recycling advice and facilities.
- Proteger el medio ambiente no desechando este producto en la basura del hogar (2012/19/EU). Consultar con la agencia local pertinente en cuanto a información y centros de reciclaje.

Adults Note: If you use this product with the AC adaptor, periodically examine the AC adaptor for damage to the cord, housing or other parts that may result in the risk of fire, electric shock or injury. If the AC adaptor is damaged, do not use the product with the AC adaptor.

Atención padres: si el producto se va a usar con un adaptador de corriente alterna, revisar periódicamente que el adaptador no tenga daños en el cable, compartimento y demás piezas que puedan dar como resultado incendios, descargas eléctricas o lesiones. Si el adaptador de corriente alterna está dañado, no usar el producto con el adaptador.

C

EXHIBIT C

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Premium Auto Rock 'n Play Sleeper with SmartConnect™

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Sweet Snugapuppy™ Dreams Deluxe Rock 'n Play™ Sleeper

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Auto Rock 'n Play™ Sleeper

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Sweet Surroundings Monkey Deluxe Auto Rock 'n Play™ Sleeper

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Auto Rock 'n Play™ Sleeper
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★★★★★ (12)

Premium Auto Rock 'n Play™ Sleeper with Smart Connect™
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Safari Dreams Deluxe Newborn Auto Rock 'n Play™ Sleeper
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Newborn Rock 'n Play™ Sleeper
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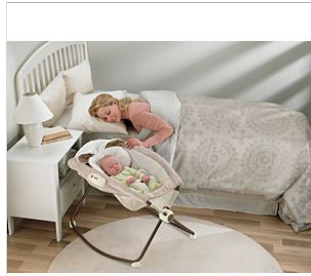
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