

UNITED STATES OF AMERICA  
CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of	)	
	)	
MAXFIELD AND OBERTON HOLDINGS, LLC	)	
	)	
and	)	CPSC Docket NO. 12-1
	)	
CRAIG ZUCKER, individually, and as an officer	)	
Of MAXFIELD AND OBERTON HOLDINGS,	)	
LLC.	)	
	)	
	)	
Respondents.	)	
	)	

**COMPLAINT COUNSEL'S  
FIRST SET OF REQUESTS FOR PRODUCTION  
OF DOCUMENTS AND THINGS TO RESPONDENT  
CRAIG ZUCKER**

Pursuant to 16 C.F.R. § 1025.33, Complaint Counsel hereby requests that Respondent Craig Zucker serve upon Complaint Counsel, within thirty (30) days, written responses to each of the requests set forth below, and, within thirty (30) days, produce at Complaint Counsel's office each of the documents and things requested below.

DEFINITIONS

1. "You," "your," "Respondent," "Zucker," and "Craig Zucker," means the Respondent to whom these discovery requests are directed (including if previously known under different names).

2. "Person" means any natural person, entity, group, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority,

commission, office, or other business or legal entity, whether private or governmental, and whether foreign or domestic.

3. “Documents” means the original and any nonidentical copy of any written, printed, reproduced, graphic, photographic, electronic, audio, visual, or computer records, however produced or reproduced, of any kind or description, whether prepared by you or by any other Person, that is in your possession, custody, or control, including, but not limited to, the following: electronic mail; electronically stored information; papers; notes; books; letters; telecopies; facsimiles; photographs; motion pictures; videotapes; video disks; audio recordings; drawings; schematics; manuals; blueprints; intra- and interoffice Communications; transcripts; minutes; reports; audio recordings; affidavits; statements; pleadings; summaries; indices; analyses; evaluations; agreements; calendars; appointment books; diaries; telephone logs; tabulations; charts; graphs; data sheets; computer tapes, disks, cards, printouts, and programs; microfilm; microfiche; social media Communications, including, but not limited to, information posted on or transmitted through social networking platforms (*e.g.*, MySpace, LinkedIn and Facebook), digital file-sharing services (*e.g.*, Flickr), blogs and microblogs (*e.g.*, Twitter); instant messages; customer reviews and/or comments posted on the your website(s) relating to the Subject Products; and all drafts, alterations, and/or amendments of or to any of the foregoing. The term includes all drafts of a Document and all copies that differ in any respect from the original, including any notation, underlining, marking, or information not on the original. The term also includes information stored in or accessible through computer or other information retrieval systems (including computer archives or backup systems),

together with instructions and all other materials necessary to use or interpret such data compilations.

4. “Relating to” or “related to” means consisting of, referring to, describing, discussing, constituting, evidencing, containing, mentioning, concerning, pertaining to, citing, summarizing, analyzing, or bearing any logical or factual connection with the matter discussed.

5. “Identify” or “identity,” when used with respect to an individual, means to provide the individual’s present or last known name, residential address, telephone number, occupation, job or position, job title(s), employer, employer department and/or subject area in which the individual works, business affiliation, and business or employment address, and the individual’s relationships or associations, if any, to the Respondent.

6. “Identify” or “identity,” when used with respect to a business, entity, building, or place, means the present or last known name, address, and telephone number, and all former names, of that business, entity, building, or place, its state of incorporation, registration, or organization, the identity and address of its registered agent in each state where it is present and doing business or has a place of business, its present officers, directors, and shareholders, and its relationship, if any, to the Respondent.

7. “Identify” or “identity,” when used with respect to a Document, means the name or title of the Document, a description of the Document or record, including its date of preparation and transmission, the author, sender, and recipient, a summary of the subject matter, and the identity of the Person who currently has custody of, possession of,

or control over the Document. You may also identify a Document by providing a complete and legible copy thereof, and by stating that you have done so.

8. “Identify” when used with respect to a Communication means to describe in detail the nature and content of the Communication, state the date of the Communication, identify all Persons to and from whom the Communication was made, and identify all Persons hearing, witnessing, and/or present during the Communication.

9. “Communications” means any disclosure, transfer, or exchange of information or opinion, however made, including, but not limited to, e-mails, voice mails, fax, memoranda, inquiries, reports, claims, and complaints.

10. “Subject Products” means Buckyballs® and Buckycubes.™

11. “Manufacture” means to “manufacture, produce, or assemble,” as defined in 15 U.S.C. § 2052(a)(10).

12. “Distribute” means to deliver, sell, give, allot, or otherwise provide in commerce, and shall include the giving away of free samples and promotional items.

13. “Complaint” means the Complaint, and any amendments to the Complaint, filed in this action, CPSC Docket 12-1.

14. “Answer” shall mean the Answer and Defenses, including any amendments to the Answer and Defenses, of Respondent Craig Zucker, filed in this action.

15. “Interrogatories” means Complaint Counsel’s First Set of Interrogatories to Respondent Craig Zucker served upon the Respondent.

16. “Requests for Production” means Complaint Counsel’s First Set of Requests for Production of Documents and Things to Respondent Craig Zucker, served upon the Respondent.

17. “Hearing” shall mean any hearing conducted in this matter pursuant to 16 C.F.R. § 1025.41 *et seq.*

18. “Test” shall mean any examination, inspection, analysis, results, or other assessment of the Subject Products, or any components of the Subject Products.

19. “M&O shall mean Respondent Maxfield and Oberton Holdings, LLC, (including if previously known under different names), including all past and present officers, directors, representatives, agents, and employees of the Respondent, all other past and present persons acting or purporting to act on M&O’s behalf (including, but not limited to, all past or present agents and employees exercising discretion, discharging duties, making policy, or making decisions with respect to M&O), and all past and present parents, subsidiaries, divisions, or branches of M&O.

20. “Retailer” shall mean any Person who sold the Subject Products to consumers in the United States.

21. “Responsible Seller Agreement” or “RSA” shall mean any iteration or version of the Buckyballs®/Buckycubes™ Responsible Seller Agreement (RSA), attached at Tab 19(c) to M&O’s May 25, 2012 submission to the CPSC.

22. “NASPHGAN” shall mean the North American Society for Pediatric Gastroenterology, Hepatology, and Nutrition, headquartered in Flourtown, PA, including all past and present officers, directors, representatives, agents, and employees, all other past and present persons acting or purporting to act on NASPHGAN’s behalf .

23. “ASTM” shall mean ASTM International, formerly known as the American Society for Testing and Materials, of West Conshohocken, PA, including all past and present officers, directors, representatives, agents, and employees, all other past and present persons acting or purporting to act on ASTM’s behalf.

24. “Affiliate” shall mean, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person.

25. “Borrowing” shall mean any agreement or arrangement creating, or any instrument evidencing, indebtedness for borrowed money by way of a direct loan, sale of debt securities, purchase money obligation, conditional sale, repurchase agreement, guarantee or otherwise, including intercompany agreements or arrangements involving M&O (or any subsidiary of M&O) and any affiliate of M&O.

26. “NAM” shall mean the National Association of Manufacturers headquartered in Washington, DC, including all past and present officers, directors, representatives, agents, and employees, all other past and present persons acting or purporting to act on NAM’s behalf.

27. “RILA” shall mean the Retail Industry Leaders of America headquartered in Arlington, VA, including all past and present officers, directors, representatives, agents, and employees, all other past and present persons acting or purporting to act on RILA’s behalf.

28. “NRF” shall mean the National Retail Federation headquartered in Washington, DC, including all past and present officers, directors, representatives,

agents, and employees, all other past and present persons acting or purporting to act on NRF's behalf.

### INSTRUCTIONS

A. Each request shall be answered separately and fully in writing. Each response shall state, with respect to each Document, item, or category requested, that it has been produced, unless the request is objected to, in which event, the reasons for objection shall be stated. If objection is made only to part of a request, item, or category, that part shall be specified. A response should not be supplied solely by reference to the response to another request or subpart, unless the response is completely identical to the response to which reference is made.

B. The responses shall be signed by the Person giving them, and the objections, if any, shall be signed by the Person or attorney making them. When a complete response to a particular request is not possible after exercising the required diligence, the request shall be answered to the extent possible, and a statement shall be made indicating the reasons only a partial response is given, stating the information or knowledge you have concerning the unanswered portion or unproduced Documents, and describing your efforts to secure the unknown information or unproduced Documents.

C. Each request seeks production of all Documents described herein and any attachments thereto, in your possession, custody, or control, or in the possession, custody, or control of any of your attorneys, employees, agents, insurers, or representatives, and all Documents and any attachments that you or any of your attorneys, employees, agents, or representatives have the legal right to obtain or have the ability to obtain from sources under their control.

D. Each request for a Document contemplates production of the Document in its entirety, without abbreviation or expurgation, including any amendments thereto, whether referred to in the Document, or otherwise.

E. Identify each Person who assisted or participated in preparing and/or supplying any of the information, Documents, or things given in response to, or relied upon, in preparing a response to a request.

F. The words “and” and “or” shall be construed conjunctively or disjunctively, as necessary, to make the request inclusive rather than exclusive. The word “including” shall be construed to mean without limitation. The words “any” and “all” shall be construed to make the request inclusive rather than exclusive.

G. The use of the past tense shall include the present tense, and the use of the present tense shall include the past tense to make all definitions and discovery requests inclusive rather than exclusive.

H. The singular shall include the plural, and vice versa.

I. These requests shall be read, interpreted, and answered in accordance with these instructions and the definitions set forth here. If the meaning of any word or phrase used herein is unclear, the Respondents’ attorneys are requested to contact Complaint Counsel to resolve any ambiguity. If any request cannot be complied with in full after exercising the required diligence, it shall be complied with to the extent possible, with a full statement of all efforts to make full compliance, and all reasons full compliance cannot be made.

J. If it is claimed that the attorney-client privilege or any other privilege is applicable to any Document sought by these discovery requests, specify the privilege



claimed and the factual basis you contend supports the assertion of the privilege, and identify the Document as follows:

- i) State the date, nature, and subject matter of the Document;
- ii) Identify each author of the Document;
- iii) Identify each preparer of the Document;
- iv) Identify each Person who is an addressee or an intended recipient of the Document;
- v) Identify each Person from whom the Document was received;
- vi) State the present location of the Document and all copies thereof;
- vii) Identify each Person who has or ever had possession, custody, or control of the Document or any copy thereof;
- viii) State the number of pages, attachments, appendices, and exhibits;  
and
- ix) Provide all further information concerning the Document and the circumstances upon which the claim of privilege is asserted.

K. For any Communication with respect to which a privilege is asserted, identify the Persons or entities among whom the Communication took place, the date of the Communication, and the subject.

L. In the event that any Document sought by these discovery requests has been destroyed, discarded, or otherwise disposed of, that Document is to be identified as completely as possible, including, without limitation, the following information:

- i) Identify each author of the Document;
- ii) Identify each preparer of the Document;

- iii) Identify each addressee or intended recipient of the Document;
- iv) Identify each Person who received the Document;
- v) State the date of the Document;
- vi) State the subject matter of the Document;
- vii) State the reason for disposal of the Document;
- viii) Identify each Person who authorized disposal of the Document;

and

- ix) Identify each Person who disposed of the Document.

M. If any Document was, but is no longer, in your possession, custody, or control, provide the following information:

- i) State the disposition of the Document;
- ii) State the date such disposition was made;
- iii) Identify the present custodian of the Document, or, if the Document no longer exists, so state;
- iv) Identify the Person(s) who made the decision regarding the disposition of the Document; and
- v) State the reasons for the disposition, and describe the Document and the contents of the Document, including the title, author, position or title of the author, addressee, position or title of the addressee, whether indicated or blind copies were made, date, subject matter, number of pages, attachments or appendices, and all Persons to whom the Document was distributed, shown, or explained.

N. Pursuant to 16 C.F.R. § 1025.31, the Respondent is under a continuing duty to supplement its responses to these discovery requests without further request from Complaint Counsel. Where the Respondent has responded to a discovery request with a response that was complete when made, Respondents is under a duty to supplement that response to include information later obtained.

O. In producing the documents and things requested here, indicate, and segregate the Documents by the specific request (by paragraph and subparagraph numbers/letters) in response to which each Document, group of documents, or thing is produced.

P. Please provide all responsive Documents, including hardcopy, electronic and e-mail Documents in electronic format on CD or DVD. Document level searchable text, all fielded data, and meta-data should be delivered in Concordance® load file (DAT and OPT) accompanied by Bates-numbered single page Group IV TIFF images representing each page of production.

#### REQUESTS FOR PRODUCTION

1. All Documents in support of and upon which you base the Answer, including each of the Answer's admissions, denials, and affirmative or other defenses.

2. All Documents identified in answers to the Interrogatories and all Documents relating to your answers to the Interrogatories, in support of your answers, and used or relied upon in preparing your answers.

3. All Documents refuting or tending to refute the allegations of the Complaint.

4. All Documents supporting or tending to support the allegations of the Complaint.
5. All of your written document retention policies in effect at any time(s).
6. All of your written policies in effect at any time(s) relating to retention of your products or samples of your products.
7. All Documents and Communications, whether in Person, by telephone, or by some other means, whether in a discussion, meeting, or other setting, relating to the subject matter of this litigation, the Complaint, the Answer, the Documents requested here, and/or the Subject Products, between, among, by, or with any Persons, including, but not limited to: M&O; M&O's employees, former employees, agents, and/or representatives; and customers or users.
8. All witness statements relating to the subject matter of this litigation, the Complaint, and the Answer.
9. All Documents created at any time including prior to 2009, related to the design and development of the Subject Products, including, but not limited to, Documents related to creating the look, feel, and appearance of the Subject Products.
10. All Documents describing and/or evidencing the operations, purposes, and uses of the Subject Products.
11. All Documents relating to age grading, age labeling, and/or age determination of the Subject Products.
12. All Documents related to the ages, or approximate ages, of any Persons under 14 years of age, who mouthed, swallowed, ingested, handled, or used in any manner the Subject Products.

13. Provide one example of each iteration or version of every age label and/or age-related warning or instruction, and every label, warning, or instruction that included information on the possible risks associated with ingestion of the Subject Products, which appeared on the packaging, labeling, warnings, and instructions of the Subject Products, and/or was included in advertising and marketing materials for the Subject Products. This request includes labels, warnings, and instructions that appeared, at any time, on [www.getbuckyballs.com](http://www.getbuckyballs.com), [www.magnetsafety.com](http://www.magnetsafety.com), and [www.saveourballs.net](http://www.saveourballs.net).

14. All Documents, including publications, studies, reports, or any other written materials of any kind, which discuss or refer to the effectiveness of any warnings placed on the Subject Products.

15. All Documents relating to the design, development, and manufacturing of the packaging, labeling, warnings, and instructions of the Subject Products, including any changes made to the packaging, labeling, warnings, and instructions of the Subject Products.

16. Provide one example of each iteration or version of the packaging, labeling, warnings, and instructions provided with and/or accompanying the Subject Products.

17. All Documents relating to the advertising, marketing, promotion, or sale of the Subject Products, including all changes thereto. This request includes, but is not limited to, Documents related to:

- a) Any research and analysis of competitive products;

- b) Any research and analysis to determine the types and ages of consumers to whom the Subject Products should or would be advertised, marketed, and promoted to;
- c) Any strategy to reach a group of targeted consumers;
- d) All product catalogues;
- e) Any analysis of the pricing of the Subject Products;
- f) Any advertising, marketing, and promotion of the Subject Products, including, but not limited to, what appeared online, on the radio, in newspapers and magazines, or on television. Included in this request are any advertising, marketing, and promotion appearing on Facebook, Twitter, PinInterest, Tumblr, You Tube, Flickr, and any other social media or Internet sites. Also included in this request are signs, brochures, direct mailings, e-mail messages, and advertising, marketing, and promotion in retail stores and directed to retail customers;
- g) Any special offers of or related to the Subject Products, including any discounts, sales, coupons, free products, or other incentives to retail customers or other consumers to purchase the Subject Products; and
- h) Any public relations campaigns designed to promote, or related to the sale of, the Subject Products.
- i) Provide all Documents relating to the marketing strategy and advertising campaigns implemented subsequent to the filing of

Complaint, including but not limited to, Documents relating to the sales of the Subject Products at discounted prices to Retailers.

18. Provide one copy or sample of every iteration or version of each advertisement and promotion of or for the Subject Products, including, but not limited to, those that are or were in audio, video, digital or written format. This request includes advertisements and promotions by M&O, or by others at M&O's direction or request, which appeared, among other places, online, on the radio, in newspapers and magazines, on television, and on Facebook, Twitter, Pinterest, Tumblr, You Tube, Flickr, and any other social media or Internet sites. Your response should also include billboards, posters, signs, brochures, direct mailings, e-mail messages and advertising, marketing, and promotion in retail stores and directed to retail customers.

19. Provide an original or a copy of every iteration or version of M&O's product catalogues, whether in print media or electronic.

20. All Documents related to any marketing, advertising, promotion, or public relations campaign related to the Subject Products, or to any Communications to the public, or to the Chairman, other individual Commissioners, or staff members of the U. S. Consumer Product Safety Commission related to the Subject Products and initiated and created in response to or following the filing of the Complaint. This request includes, but is not limited to, all Documents that were created by Andrew Frank or any other Person associated with Strategy XXI Partners. This request also includes, but is not limited to, all Documents related to marketing, advertising, promotion, or public relations campaigns referencing the U.S. Consumer Product Safety Commission, which at any

time, could be seen on: [www.getbuckyballs.com](http://www.getbuckyballs.com); [www.magnetsafety.com](http://www.magnetsafety.com); and [www.saveourballs.net](http://www.saveourballs.net); or accompanied, at any time or in any way, the Subject Products.

21. All Documents relating to the manufacture, packaging, and engineering of the Subject Products, including, but not limited to, the following:

- a) The identification and procurement of raw materials;
- b) The identification and procurement of component parts;
- c) The identification and retention of a facility or facilities to manufacture the Subject Products, including the component parts of the Subject Products;
- d) The creation and procurement of necessary tools and equipment;
- e) Any differences in the manufacturing processes regarding different models, versions or colors of the Subject Products;
- f) All Documents relating to changes at any time in the design, specifications, manufacture, and procedures for the manufacture of the Subject Products, including changes to its materials, component parts, composition and construction; and
- g) All complete engineering drawing packages, engineering drawings, requests for changes, and change notices.

22. All Documents relating to the importation of the Subject Products, including, but not limited to, all Documents required to be produced and delivered upon importation to any government agency.

23. All Documents relating to your use of independent sales representatives for the Subject Products, including, but not limited to, the following:



- a) Documents sufficient to identify all of your past and present independent sales representatives associated with the Subject Products;
- b) Documents sufficient to identify when each independent sales representative sold the Subject Products;
- c) Documents sufficient to identify the terms of their work with you related to the Subject Products; and
- d) All iterations of any training, advertising, marketing, and promotional materials related to the Subject Products given to independent sales representatives.

24. All Documents related to distribution and sale of the Subject Products to Retailers from 2009 to the present, including, but not limited to, the following:

- a) Documents related to your agreements with Retailers;
- b) Documents related to how you advised Retailers on effective ways to sell the product;
- c) Documents related to providing Retailers with marketing or advertising material;
- d) Documents related to providing Retailers with special offers regarding the Subject Products, including free products or discounts;
- e) Documents related to the development of the Responsible Seller Agreement; and

f) Documents related to the development of the “Responsible Seller Notices.”

25. A copy of each Responsible Seller Agreement executed by any Retailer of the Subject Products.

26. All Documents relating to M&O’s refusal to sell the Subject Products to certain Retailers, your withdrawal of the Subject Products from certain Retailers, and/or the cessation of sales of the Subject Products to certain Retailers pursuant to a Responsible Seller Agreement or any other agreement.

27. All Documents relating to any steps taken by M&O to ensure compliance with M&O’s Responsible Seller Agreements.

28. All Documents relating to consumer reviews of the Subject Products on any website, including your responses to any consumer reviews.

29. All Documents relating to M&O’s sale of the Subject Products, including replacement magnets, to any Person. Your response should include, with respect to each Person who requested replacement magnets, the Person’s name, the reason for requesting replacement magnets, and any available contact information, such as an address, a phone number, and an e-mail address.

30. All Documents relating to Retailer or consumer requests to provide replacement magnets for any of the Subject Products. Your response should include, with respect to each Person who requested replacement magnets, the Person’s name, the reason for requesting replacement magnets, and any available contact information, such as an address, a phone number, and an e-mail address.

31. All Documents relating to any Tests conducted on the Subject Products, including all Test results, reports, or any other Document containing analysis and conclusions. This request includes, but is not limited to, Documents related to:

- a) Testing or certification to determine if the Subject Products meet or fail to meet any mandatory or voluntary standard;
- b) Testing to evaluate the safety of the Subject Products;
- c) Testing to assess how a consumer will interact with and operate the Subject Products, including any human behavior analysis, whether by a Human Factors expert, or by any other expert or Person;
- d) Testing to assess the effectiveness of the Subject Products' warnings, labels, and instructions;
- e) Testing and analysis related to age grading the Subject Products;
- f) Testing to measure the size, composition, and flux index of the Subject Products; and
- g) All Documents related to any changes made in the design, manufacture, importation, distribution, sale, marketing, promotion, or advertising of the Subject Products, following any Tests of the Subject Products.

32. All Documents and Communications involving any physician or other medical professional, including medical professional organizations, such as NASPGHAN, or its individual members, regarding the Subject Products.

33. All Documents and Communications involving any physicians or other medical professionals related to [www.magnetsafety.com](http://www.magnetsafety.com), including any Documents

related to Communications with Dr. Carl Baum, Dr. Michele M. Burns, Dr. Michael Werdmann, and Dr. Lawrence T. Siew.

34. All Documents related to any claim, complaint, or reports of incidents, injuries, or fatalities involving the Subject Products, or any other similar product, received from any source, including from consumers; through Retailers; through hospitals and physicians; through any foreign, domestic, state or local government official or entity. This request includes:

- a) All Documents associated with the claim, complaint, or reports of incidents, injuries, or fatalities, including Documents given to you, as well as Documents you requested from the Person making the report. The request also includes Documents you received from a third party, such as medical reports or insurance claims; and
- b) All Documents generated by you, or generated by a third party at your request, such as witness statements or evaluations and assessments of the claim, complaint, or report.

35. All Documents and Communications relating to negotiations, lawsuits, and alternative dispute resolution proceedings related to the Subject Products.

36. All Documents and Communications relating to negotiations, lawsuits, and alternative dispute resolution proceedings to which Amazon.com, Inc. is a party, related to the Subject Products.

37. All Documents and Communications relating to negotiations, lawsuits, and alternative dispute resolution proceedings to which any Person who manufactures,

imports, distributes, or sells products similar to the Subject Products is a party, including the following:

- a) Zen Magnets, LLC;
- b) Star Networks, USA, LLC;
- c) Neodox, LLC;
- d) Strong Force Inc.; and
- e) SCS Collectibles, Inc.

38. All Documents and Communications involving ASTM regarding the Subject Products.

39. All Documents related to any trademark, patent, or intellectual property regarding the Subject Products.

40. All founding and organizing Documents, past and present, for M&O and any amendments thereto, including, but limited to, the certificate of formation, limited liability company agreement, corporate bylaws and articles of organization.

41. All Documents that M&O filed with the Delaware Department of State, Division of Corporations.

42. All Documents related to any steps taken and efforts made by you or any other officer or employee of M&O to wind down the company.

43. All Documents related to any steps taken and efforts made by you or any other officer or employee of M&O to prior to filing a certificate of cancellation, (if any) to identify, quantify, and make reasonable provision for: (i) claims and obligations known to M&O; (ii) claims against M&O that were the subject of a pending action, suit, or

proceeding to which M&O was a party; and (iii) claims against M&O that were likely to arise or become known to M&O within 10 years after the date of dissolution.

44. Documents sufficient to identify each of M&O's past and present members, directors, officers, employees, and board members, the dates during which each such individual was employed by or otherwise affiliated with M&O, and a description of the responsibilities for each position held by each such person during the duration of his or her employment at or affiliation with M&O.

45. All of M&O's insurance policies, including general liability and product liability policies, as well as all policies evidencing or describing insurance coverage that may be applicable or related to recalls, repairs, refunds, and any other corrective action relating to the Subject Products.

46. Please provide the following Documents:

- a) Your federal and state tax returns filed for the past three years.
- b) Any and all personal financial statements and/or net worth statements, for the last three years that have been submitted to any third party by you or by any business interest in which you are an owner, or have any interest to any degree in.
- c) You bank account statements, including but not limited to, checking, savings, credit union, money market, brokerage, Certificate of Deposit, or savings bonds, for the last 24-months, along with canceled checks.

- d) Your securities account statements, including but not limited to brokerage, annuities, life insurance, IRA, KEOGH, 401K, or thrift savings account, for the last 24 months.
- e) Documentation sufficient to verify your future receipt of anticipated assets, including but not limited to claim or lawsuit filings, profit sharing plan statements, pension plan statements, inheritance documents, copies of all trusts and trust income tax returns.
- f) Federal and state tax returns filed for the past three years for each business in which you had any ownership interest or affiliation.
- g) M&O's federal and state tax returns filed for the past three years.
- h) Audited consolidated financial statements for M&O for the past three fiscal years and interim audited statements for fiscal year 2011-2012, including income statements, balance sheets, cash flow statements, and related notes;
- i) All agreements and arrangements relating to Borrowings of any nature by M&O or its subsidiaries or pursuant to which M&O or any subsidiary is or was between 2009-2012, a debtor party (including all amendments, and all consents and waivers issued in connection with such agreements or arrangements); and
- j) All agreements or arrangements involving M&O and any Affiliate of M&O that has or may have the direct or indirect effect of providing capital support or contributions of any nature to M&O.

47. Two samples of each version, edition, and model of each of the Subject Products (including, but not limited to, the magnets themselves, the containers, the packaging, and the warnings/instructions) covering the period from the first dates on which they were imported and distributed, to the present. This request includes, but is not limited to, versions, editions, or models among which the quantity of magnets may be the only difference from one version, edition, or model to the next.

48. All Documents relating to your role, responsibilities, and decision-making authority at M&O.

49. All Documents relating to the efforts undertaken by M &O to comply with the requirements of the Consumer Product Safety Act and any other statute or regulation enforced by the Consumer Product Safety Commission.

50. All Documents relating to your role, responsibilities, decision-making authority, and each and every step you took regarding M&O's efforts to comply with the requirements of the Consumer Product Safety Act and any other statute or regulation enforced by the Consumer Product Safety Commission.

51. All Documents relating to any compensation, benefits, or other assets you received or were eligible to receive from M&O, including, but not limited to the following:

- a) Your salary, including benefits of any kind, for each year from 2009 to the present;
- b) Any distributions made by M&O to you from 2009 to the present;
- c) Any stock options provided by M&O to you from 2009 to the present; and



d) Any severance package or other money, assets or benefits provided by M&O to you upon your separation from M&O.

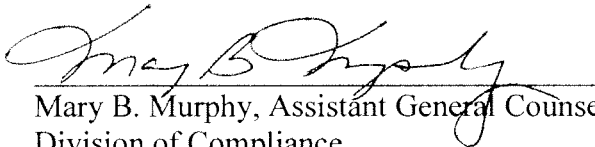
52. All Documents and Communications involving any industry group such as NAM, RILA, or NRF, regarding the Subject Products.

53. All Documents and Communications involving the Coalition for Magnet Safety.

54. All internal M&O Communications and Documents and external Communications and Documents between M&O and any M&O employee, director, officer, agent, Retailer, distribution center, distributor, or any other customer, Affiliate or representative of M&O regarding ingestion or possible ingestion of the Subject Products.

55. All internal M&O Communications and Documents and external Communications and Documents between M&O and any other Person regarding ingestion or possible ingestion of the Subject Products.

56. All Documents and Communications involving any third party that provided record management services, information technology or networking services, data storage services, server space, or internet hosting services to M&O.

  
Mary B. Murphy, Assistant General Counsel  
Division of Compliance  
Office of the General Counsel  
U.S. Consumer Product Safety Commission  
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CERTIFICATE OF SERVICE

I hereby certify that on August 8, 2013, I served Complaint Counsel's First Set of Requests for Production of Documents and Things to Respondent Craig Zucker, as follows:

Original and three copies by hand delivery and one copy by electronic mail, to the Secretary of the U.S. Consumer Product Safety Commission: Todd A. Stevenson.

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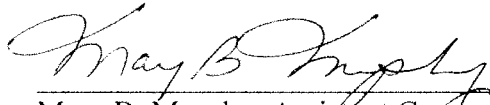
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One copy by electronic mail to the Trustee for MOH Liquidating Trust:

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