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Attorney for Plaintiff Murray Shadbolt

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

Murray Shadbolt,

Plaintiff,

vs.

BERNZOMATIC, NEWELL
RUBBERMAID, Inc.;
DOES 1 TO 10;

Defendants.

Case Number

Complaint for:

1. Injunctive Relief to Amend and Expand Product Recall and Comply with DOT 39;
2. Negligence (Product Liability);
3. Fraud

Demand for Jury Trial

JURISDICTION

1. Plaintiff Murray Shadbolt is foreign national presently residing in Saskatchewan, Canada.

2. Plaintiff is informed and believes, and on the basis of belief alleges that at all times relevant herein Defendant BERNZOMATIC was and is an unincorporated

1 division of Defendant Newell Rubbermaid, Inc.

2 3. Defendant Newell Rubbermaid, Inc. is incorporated in California, with
3 registered entity number C3050536, with it's agent for service of process located in
4 Sacramento, California, U.S.A.

5 4. The amount in controversy exceeds \$75,000, therefore this case is within
6 the diversity jurisdiction of this Court pursuant to 28 USC § 1332. This action also
7 involves a Federal Question and therefore within this Court's jurisdiction under 28
8 USC § 1331.

9 5. Plaintiff filed his initial action in Canada on March 25, 2013, case
10 number Q.B. No. 18 of 2013, filed in "The Court of the Queen's Bench Judicial
11 Centre of Swift Current, but was unaware at the time of filing that the subject product
12 was recalled in the United States. A true and correct copy of the complaint is attached
13 as Exhibit A hereto. Plaintiff hereby moves and consolidates said action with this
14 action pursuant to 28 USC § 1367(d).

15 VENUE

16 6. This action involves a defect product, known as a "MAPP" gas fuel
17 cylinder, commonly sold throughout California, the Continental United States,
18 Canada, and other locations worldwide. The subject cylinder causing Plaintiff's
19 injuries identifies on it's label Newell Rubbermaid, Inc. as the manufacturer of the
20 product. Newell Rubbermaid, Inc. is incorporated in California, with it's agent for
21 service of process located in Sacramento, CA, therefore venue is proper in the
22 Sacramento division pursuant to 28 USC section 1391(c)(2).

23 7. The true names and capacities, whether individual, corporate, associate
24 or otherwise of Defendants sued herein as DOES 1 to 10, are unknown to Plaintiff,
25 who therefore sues said Defendants by such fictitious names, and Plaintiff will seek
26 leave of the court to amend this complaint when the true names and capacities have
27 been ascertained.
28

**FIRST CAUSE OF ACTION FOR INJUNCTIVE RELIEF TO
AMEND AND EXPAND PRODUCT RECALL**

Plaintiff incorporates by reference all of the general allegations and factual recitals contained above, and pleads as and for a FIRST cause of action, as follows:

8. On March 25, 2011 Plaintiff was using a portable "MAPP" gas torch manufactured by the above-named defendants in a single-family residential building. The torch product consisted of two components: (1) a fuel cylinder bearing a label with the brand name "BernzOmatic" and identifying Newell Rubbermaid, Inc. as the manufacturer, and (2) a torch trigger device which screws onto the top of the cylinder, identified as a model "TS4000" torch head, also manufactured by Defendants. A true and correct photo of the subject cylinder product is attached as Exhibit C hereto.

9. Plaintiff was performing plumbing repairs at the time of injury. He began by firing the torch two times while it was in the vertical position. Within seconds a flame started between the tank and the torch. The torch assembly was then either placed on the floor, and/or dropped onto the floor. Soon the flame from the torch caught some towels, and the doorway, on fire. Other individuals present brought in some snow and Plaintiff used the snow to try to suppress the fire. Plaintiff attempted to retrieve the torch assembly, expecting it to run out of fuel, but the assembly was too hot. Plaintiff instructed the other two persons to leave the area, and at that moment the cylinder exploded violently and was traveling towards Plaintiff. Plaintiff ducked to try to get out of the way. The two persons present could not at that moment see Plaintiff, as one person screamed out his name. The fire then cleared out rapidly, leaving Plaintiff with severe burn injuries and near-total (or possibly total) hearing loss (since then partially recovered), and having caused substantial damage to the residential dwelling. The glass windows had blown out from the explosion, a portion had partially blown approximately 3 inches from the house, the door had dislocated several inches, and a living room picture window was lying on the front lawn. Ceiling tiles had fallen in the basement and wallboard was blown off. There

1 was glass blown all over the living room, and insulation blown back from the attic.

2 10. At the time of injury, Plaintiff did not know what caused the cylinder to
3 catch fire and to explode. However, several months later, approximately in January
4 2012, Defendants recalled the MAPP gas fuel cylinders. A true and correct copy of
5 the recall notice is attached as Exhibit B hereto. Based on information and belief,
6 Plaintiff alleges that the recall extends back approximately 34 years of production of
7 the MAPP gas cylinders. The recall notice was insufficient to appraise Plaintiff of the
8 fact that the cylinder failed due to a product defect, and due to no fault on his part.
9 However, Plaintiff suspected a product defect, and therefore filed an action against the
10 defendants as stated above on March 25, 2013. Shortly thereafter, approximately in
11 May 2013, Plaintiff found information on the internet identifying various defects and
12 incidents of product failures of the MAPP gas cylinders manufactured and sold by
13 defendants. It was at that time that Plaintiff learned that the recall notice (Exhibit B)
14 misrepresented the nature of the defect of the product, and fails to recall the TS4000
15 torch head as well. This injunctive relief count is intended to amend and expand the
16 recall as further set forth below.

17 11. The recall notice identifies the problem with the cylinder as follows:

18 Issue

19 The cylinder may leak after a torch or other device is disconnected from
20 the cylinder. If the leak is large enough or if the gas is permitted to
21 accumulate in an enclosed area and there is a source of ignition, a fire
22 could occur. There are no known incidents of fire or injury associated
with this issue. Worthington is undertaking this voluntary recall out of
an abundance of caution.

23 12. Based on information and belief, Plaintiff alleges that the recall notice
24 misrepresents the nature of the defect, because the defect is in fact at the welding
25 where the thread assembly onto which the torch head screws on is welded onto the
26 fuel cylinder body. The recall notice states that there were no known injuries or fires
27 associated with the issue identified on it's recall notice, while the undisclosed defect
28 at the welded location had actually caused many severe burn injuries, and even death,

1 with many of the cases presently posted on this Court's pacer system nationally, and
2 others posted on the internet from other countries as well.

3 13. BernzOmatic discloses a known vulnerability with the MAPP cylinders
4 on it's internet website, explaining the "fracture groove" remedy it designed to address
5 the defect, as follows:

6 Fracture Groove: A designed in failure point in the torch, so that when
7 the torch & cylinder are dropped, the fracture groove will fail prior to the
8 cylinder center bushing failing. If the center bushing fails, then an
extremely large 8 to 10 foot flame will erupt from the cylinder.

9 In other words, the cylinders are known to be prone to failure at the welded locations
10 described above, which Defendants call the "center bushing." Because of this
11 vulnerability, Defendants designed a safety feature on the TS4000 torch head that
12 screws onto the cylinder. If the cylinder is dropped, or impact is applied to the torch
13 tip any other way, then rather than the cylinder failing at the welded location, the torch
14 head will snap off instead, at the fracture groove failure point described by
15 BernzOmatic.

16 14. In most or all other instances of failures of subject MAPP gas torches, the
17 failures of the cylinders have occurred without the TS4000 torch head's fracture
18 grooves ever having fractured to prevent the failures, as designed and intended. In
19 fact, based on information and belief, Plaintiff alleges that pursuant to a disclosure by
20 BernzOmatic itself, most or all of the TS4000 torch heads manufactured on or after
21 June 2005, at least for most of the years to this present date, had disclosed on the
22 packaging the fracture groove feature, with a picture describing the feature on the
23 back of the packages, but in fact the TS4000 torch handles sold in those very packages
24 did not have the fracture groove features installed at all. The units in the packages
25 were not as shown on the back side of the package.

26 15. The TS4000 torch heads are also defective, product-wide, because they
27 contain a known defect, a "trigger-lock" feature that allows the flame to emit under
28 force from the head of the torch even when the torch is not held and the trigger is not

pressed. Based on information and belief, the hazard has caused several severe burn injuries, and apparently one or more deaths over the past five years. The assembly typically will be ignited with the trigger-lock feature at the time of impact to the tip of the torch. The impact can be by dropping or the assembly falling over, or even by tapping of the tip against pipes and other objects. Because the flames are emitting at the moment of impact, the flame ignites and fails the cylinders in those instances in which the welded joints of the fuel cylinders have in fact failed. In instances where the assembly has the trigger-lock engaged and the assembly is held by hand from the fuel cylinder below the welded joint, impact to the tip of the torch has caused failure of the cylinders that would otherwise have been impossible had the trigger-lock feature not existed. Failure would be impossible without the trigger-lock because the flame in that instance can only be emitted while the user's finger is on the trigger button of the torch, and while the assembly is held by the torch handle instead of by the fuel cylinder, force can never reach the vulnerable welded joint to fail the joint. This is so because when held by the torch handle, there can be no differential force applied below the torch handle where the user's hand is placed when there is no trigger lock in use.

16. The subject MAPP gas cylinder separated at the welded joint, as have all the other known failed cylinders posted on the internet and described in all the other cases posted on the Court's PACER system. That failure can only occur when a TS4000 torch head is defective or missing the fracture groove feature, and/or when the welded joint of the fuel cylinder is weaker than mandated by DOT 39 standards described herein and weaker than the amount of force the TS4000 fracture groove feature was intended to protect against.

17. Plaintiff prays for judgment for injunctive relief mandating that Defendants amend the recall notice to properly, competently, and adequately disclose that the MAPP gas cylinder defects are in fact with the welded joints, and have in

1 several instances failed at the welded joints (the location Defendants refer to on their
2 website as the “center bushing”).

3 18. Plaintiff further prays for judgment for injunctive relief mandating
4 Defendants to recall the TS4000 torches and disclosing that most or all of the post-
5 2005 units, and/or other affected units, are defective because they do not contain the
6 fracture groove design feature described on BernzOmatic’s website and on the torch
7 packages, as well as recall on the additional grounds that even the units that do contain
8 fracture grooves have failed to fracture as designed to prevent failures of the cylinders
9 in several instances. With respect to this portion of the prayer for recall of the TS4000
10 torches, Plaintiff further prays for injunctive relief mandating that Defendants fix the
11 TS4000 torch heads so that they perform their intended function of preventing failures
12 of the fuel cylinders.

13 19. Plaintiff further prays for such other and further relief as the Court deems
14 proper to protect the users of the subject torches from injury, property damages, or
15 death.

16 **INJUNCTIVE RELIEF TO COMPLY WITH DOT 39**
17 **49 CFR - Chapter I - Part 178, aka "Dot 39"**

18 20. The manufacture and production of the subject MAPP gas cylinders must
19 by law comply with the standards and quality regulations set forth in 49 CFR -
20 Chapter I - Part 178, aka "DOT 39.” Based on information and belief, Plaintiff alleges
21 that the subject MAPP gas cylinders fail to comply with DOT 39 as follows:

22 21. The subject cylinders do not contain brazed seams which are assembled
23 to proper fit to ensure “complete penetration of the brazing material throughout” all
24 “brazed joins.”

25 22. The subject cylinders do not contain brazed seams which have “design
26 strength equal to or greater than 1.5 times the maximum strength of the shell wall.”
27 This allegation is false, as further described below.

28 23. The subject cylinders do not contain “welded seams which are properly

1 aligned and welded by a method that provides clean, uniform joins with adequate
2 penetration.”

3 24. The subject cylinders do not contain material used for welded openings
4 and attachments which are of “weldable quality and compatibility with material of the
5 cylinder.” In fact the welding compound appears to be in some instances comprised
6 of copper and nickel, which based on information and belief, corrodes when exposed
7 to MAPP gas, while in other instances it appears the compound contains copper,
8 nickel, and phosphorous but the oven melting temperature to fuse the compound is too
9 low to properly melt the compound, resulting in defects.

10 25. When “one cylinder taken from the beginning of each lot, and one from
11 each 1,000 or less successively produced within the lot thereafter” is “hydrostatically
12 tested to destruction” as mandated by DOT 39, the entire lot is not rejected if ever a
13 “failure initiates in a braze or a weld or the heat affected zone thereof.

14 26. When the test done above results in a failure occurring in any opening,
15 reinforcement, or at a point of attachment, the entire lot is not rejected and discarded
16 as mandated by DOT 39.

17 27. BERNZOMATIC presently has most or all of it’s DOT 39 disclosures
18 posted throughout the internet, including its’ “DOT 39” postings, and other postings
19 presently at the following internet link:

20 [http://www.bernzomatic.com/Portals/8/Resources/2011-MSDS/Eng-](http://www.bernzomatic.com/Portals/8/Resources/2011-MSDS/Eng-MAPP-Gas-MSDS%206-11-11.pdf)
21 [MAPP-Gas-MSDS%206-11-11.pdf](http://www.bernzomatic.com/Portals/8/Resources/2011-MSDS/Eng-MAPP-Gas-MSDS%206-11-11.pdf) .

22 However, as detailed above, and in several other aspects, the MAPP gas cylinders
23 generally do not comply with DOT 39.

24 28. Plaintiff prays for a judgment for injunctive relief mandating that
25 Defendants’ manufacturing of the subject MAPP gas cylinders be made to comply
26 with all DOT 39 Federal Government manufacturing requirements.

27 29. Plaintiff brings these injunctive relief counts under California Business
28 and Professions Code section 17200 et seq., and any and all other statutory authority

1 for grant of injunctive relief, on behalf of himself and the general public, and prays
2 for an award of statutory attorney's fees under Cal. Code Civ. Proc. § 1021.5 and all
3 other applicable statutes.

4
5 **SECOND CAUSE OF ACTION FOR NEGLIGENCE**
6 **(PRODUCT LIABILITY)**

7 Plaintiff incorporates by reference all of the general allegations and factual
8 recitals contained above, and pleads as and for a SECOND cause of action, based on
9 information and belief, as follows:

10 30. Defendants were negligent in the design and manufacture of the subject
11 MAPP gas fuel cylinders and TS4000 torch heads, as detailed above.

12 31. Defendants failed to warn this plaintiff and all other product users of the
13 defects with the cylinders and torches as described above.

14 32. As a result of Defendants' negligent acts and failure to warn, this
15 plaintiff, and many others, have suffered severe personal injury and property damage.

16 33. WHEREFORE, Plaintiff prays for judgment against Defendants for all
17 damages suffered as a result of the above-described failure of the subject MAPP gas
18 cylinder and TS4000 torch head.

19 **THIRD CAUSE OF ACTION FOR FRAUD**

20 Plaintiff incorporates by reference all of the general allegations and factual
21 recitals contained above, and pleads as and for a THIRD cause of as follows:

22 34. Defendants were aware that their MAPP gas cylinders and TS4000 torch
23 heads contained the defects detailed above, for many years or several decades before
24 manufacturing, marketing, and producing the subject MAPP gas cylinder and torch
25 herein which caused injuries to Plaintiff.

26 35. Defendants intentionally represented, in its marketing materials, in its
27 posted DOT 39 disclosures, on its websites, and at all points of sale and distribution,
28 that its aforementioned products were extremely safe to use, complied in all respects

1 with DOT 39 requirements and standards, contained safety features (the fracture
2 groove) that operated to prevent failure of the cylinders, and were free of any known
3 defects or safety hazards as described and specifically detailed above.

4 36. Defendants intentionally did not warn the purchasers and public that the
5 subject products were capable of catastrophic failures that could result in injuries,
6 property damage, or death, and had in fact in many occasions caused, severe burn
7 injuries, property damage, and death, due to the specific defects of the welded joints
8 and the specific omissions and/or failures of the fracture groove features described
9 above.

10 37. Defendants recalled the product in January 2012, but based on
11 information and belief, intentionally misrepresented the nature of the defects on the
12 recall notice, as detailed above.

13 38. Based on information and belief, Plaintiff alleges that Defendants'
14 aforementioned misrepresentations and nondisclosures were deliberate so that the
15 sales and marketing of the subject torches and cylinders would not be negatively-
16 impacted.

17 39. Plaintiff, unaware of the above hazards and dangers of the subject
18 cylinder and torch, purchased and used the products, to his peril, suffering severe
19 injury and property damage.

20 40. Punitive damages are warranted under the law because the above-
21 described actions were fraudulent, intentionally misleading, with scienter and intent
22 to induce purchasing of the subject products without negative impact to sales, and
23 with complete disregard for the fact that the users could suffer severe burn injuries and
24 property damage.

25 WHEREFORE, Plaintiff prays for judgment for all damages suffered as a result
26 of the aforementioned wrongful acts, and for punitive damage commensurate with the
27 wrongfulness and scienter of the defendants, according to proof at trial.
28

DEMAND FOR JURY TRIAL

41. Plaintiff hereby respectfully demands trial by jury with respect to the non-injunctive claims.

Dated: June 28, 2013

s/Andrew W. Shalaby
Andrew W. Shalaby, Attorney for
Plaintiff

Q.B. NO. 18 OF 2013

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF SWIFT CURRENT

BETWEEN:

MURRAY SHADBOLT

PLAINTIFF

AND:

NEWELL RUBBERMAID INC.

DEFENDANT

NOTICE TO DEFENDANT

1. The Plaintiff may enter judgment in accordance with this Statement of Claim or such Judgment as may be granted pursuant to the Rules of Court, unless:

within 20 days if you were served in Saskatchewan

within 30 days if you were served elsewhere in Canada or in the United States of America

within 40 days if you were served outside Canada and the United States of America

(excluding the date of service) you serve a Statement of Defence on the Plaintiff and file a copy thereof in the office of the Local Registrar of the Court for the Judicial Centre above named.

2. In many cases a Defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every Defendant should consult his lawyer as to his rights.
3. This Statement of Claim is to be served within six months from the date on which it is issued.
4. This Statement of Claim is issued at the above named Judicial Centre the 25 day of March, 2013.

(Seal)

NIKKI BARLOW

Local Registrar

EXHIBIT A

STATEMENT OF CLAIM

THE PARTIES

1. The Plaintiff, **MURRAY SHADBOLT**, is an individual resident in the Town of Shaunavon, in the Province of Saskatchewan.
2. The Defendant, **NEWELL RUBBERMAID INC.**, is a corporation having a head office in the State of Illinois in the United States of America.

BACKGROUND FACTS

3. On March 25, 2011, the Plaintiff was using a portable torch manufactured by the Defendant (the "Torch") in a residence located at 492 2nd Street West, Shaunavon, Saskatchewan.
4. The Torch in question, as manufactured by the Defendant, is a BernzOmatic Model TS4000, and was purchased by the Plaintiff in a kit, which also included the tank, which was attached to the Torch and used at the relevant time of March 25th, 2011.
5. After the Plaintiff ignited the Torch, a flame emerged between the connection of the tank and the head of the Torch.
6. The Plaintiff instructed Sandy McKellar, who was assisting the Plaintiff and was holding the Torch, to lay the Torch down on some towels that had been set out, and the trigger was immediately released. Upon releasing the trigger, the flame did not extinguish. The flame was not coming out of the nozzle of the Torch, but rather at the joint between the Torch and the Tank.
7. The flame continued to come out of the Torch until such time that the tank attached to the Torch exploded, causing injury to the Plaintiff along with others and caused considerable damage to the dwelling.
8. The Plaintiff specifically suffered first-degree burns, a concussion, hearing loss, and post-traumatic stress disorder.

PLAINTIFF'S CLAIM AGAINST THE DEFENDANT

9. The Plaintiff claims that the Defendant is liable as a result of product failure in the Torch manufactured by Defendant, and claims against the Defendant for his injuries and continued medical expenses as a result of said product failure.
10. Specifically, the Plaintiff claims for the continued requirement of hearing aids, which the Plaintiff expects to require for the rest of his life, as well as additional cognitive issues as a result of the concussion, and Post Traumatic Stress Disorder symptoms brought on by the explosion.
11. The Plaintiff additionally claims against the Defendant for expenses and loss of income as a result of the injuries sustained by the Plaintiff.

PRAYER FOR RELIEF

12. The Plaintiff therefore claims the following:
 - a) Non-pecuniary damages for pain and suffering and residual effects of the injuries and loss of enjoyment of life;
 - b) Damages for the cost of future medical supplies and care in the amount to be proven at trial;
 - c) Special damages in the amount, as yet, undetermined that shall be proven at trial;
 - d) An award sufficient to satisfy any obligations to pay any Goods and Services Tax and/or Provincial Sales Tax in the amount awarded to the Plaintiff; and
 - e) Interest on all amounts awarded in accordance with *The Pre-Judgment Interest Act*, costs and such further other relief as this Honorable Court may allow.

DATED at the City of Swift Current, Province of Saskatchewan, this 25th day of March, 2013.

ANDERSON & COMPANY

Per: 
Solicitors for the Plaintiff

This **Statement of Claim** was delivered by:

**ANDERSON & COMPANY
BARRISTERS AND SOLICITORS
51 – 1ST AVENUE N.W.
SWIFT CURRENT SK S9H 0M5**

Lawyer in charge of file: **Joel P. Friesen**

Telephone: (306) 773-2891

Fax: (306) 778-3364

IMPORTANT SAFETY RECALL

MAP-PRO, PROPYLENE AND MAPP CYLINDERS

Worthington Cylinders is voluntarily recalling its MAP-Pro, Propylene and MAPP cylinders sold in the United States and Canada before January 15, 2012. Cylinders were sold as replacement fuel and in torch kits under brand names including Worthington, Rothenberger, TurboTorch, Magna, Lenox, Ace, BernzOmatic, Uniweld, Craftsman and Goss.

Issue

The cylinder may leak after a torch or other device is disconnected from the cylinder. If the leak is large enough or if the gas is permitted to accumulate in an enclosed area and there is a source of ignition, a fire could occur.

There are no known incidents of fire or injury associated with this issue. Worthington is undertaking this voluntary recall out of an abundance of caution.

Important: Never transport a leaking cylinder.



Yellow

Black

Cylinders are approximately 3" in diameter x 11" tall.

Cylinders with a black or white diamond on the cylinder shoulder are **not** affected by the recall.

What to Do

		ACTION
Unused cylinder (If the cylinder has never been connected to a torch or other device)		Do not use cylinder. Return cylinder to store where it was purchased for exchange or a full refund.
Partially Used Cylinder	If the cylinder is currently connected to a torch or other device	<u>Do not disconnect the torch or other device.</u> Take outdoors. Ignite the torch and burn off the entire contents of the cylinder. * Disconnect torch from empty cylinder. Dispose of empty cylinder per cylinder label instructions or return it to the store where it was purchased for exchange or a full refund.
	If the cylinder has been connected to a torch or other device, but is not connected now	Take cylinder outdoors. Leak test top of the cylinder with soapy water. <ul style="list-style-type: none"> If bubbles develop, attach torch. Ignite torch and burn off entire contents of the cylinder. * Remove torch from empty cylinder. Dispose of empty cylinder per cylinder label instructions or return it to the store where it was purchased for exchange or a full refund. If no bubbles develop, <u>do not use cylinder.</u> Return it to the store where it was purchased for exchange or a full refund.
* Never leave lit torch and cylinder unattended. Use torch only in a well-ventilated area.		

For more information

Email: MAPCylinderRecall@worthingtonindustries.com

Call 1-866-511-8967, between 7:00 am and 7:00pm EST Monday-Friday.

Details will be available at CPSC.gov (U.S.), hc-sc.gc.ca (Canada) and www.MAPCylinderRecall.com.

We apologize for your inconvenience. Thank you for your cooperation and understanding.



WORTHINGTON
CYLINDERS
A Worthington Industries Company

Notice to Worthington Customers January 17, 2012

Voluntary Product Recall of MAP-Pro, Propylene and MAPP Cylinders

Worthington is voluntarily recalling its MAP-Pro, Propylene and MAPP cylinders due to a quality issue with the valve which is purchased from a vendor. There are no known incidents of fire or injury associated with this issue. New cylinders in customers' inventory that have never had a torch attached will not leak due to this issue when stored, transported or moved. Worthington is undertaking this voluntary recall out of an abundance of caution.



Products affected:

- 14.1 oz MAP-Pro (yellow cylinder)
- 14.1 oz Propylene (black cylinder)
- 16 oz MAPP (yellow cylinder)
- Hand torch kits containing 14.1 oz MAP-Pro

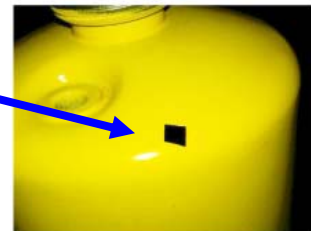
Not affected by this recall

- 14.1 oz propane (blue cylinder)
- 1.4 oz oxygen (red cylinder)
- 16.4 oz propane (green cylinder)

Worthington's Course of Action

Worthington has notified the United States Consumer Product Safety Commission (CPSC) and Health Canada of this issue and is working with other consumer product commissions worldwide to provide appropriate notice to consumers. Worthington is pulling back its customers' inventory in parallel with the consumer recall and will help coordinate product inventory collection.

New cylinders produced after January 12, 2012 will be marked with a black or white diamond on the top shoulder of the cylinder. The master carton is marked with date of manufacture. Cylinders produced after January 12, 2012 are not part of the recall.



Instructions for Customers

1. Discontinue selling current inventory
2. Quarantine inventory and consolidate it with consumer returns.
3. Contact Worthington at 1-866-511-8967 (7:00am – 7:00pm, Monday-Friday) to arrange inventory pickup.
4. Post the "Important Safety Recall" notice for consumers

We apologize for this inconvenience and are aggressively working to provide customers with appropriate replacement products as well as provide a reasonable mechanism for returning the affected products.



Exhibit C
(page 1 of 2)



Exhibit C
(page 2 of 2)