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FILED

UNITED STATES DISTRICT COURT **FAX FILING**
CENTRAL DISTRICT OF CALIFORNIA

SHENIQUE ROUTÉ, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

MEAD JOHNSON NUTRITION COMPANY,
d/b/a MEAD JOHNSON & COMPANY, LLC,

Defendant.

CV12-7350 GW (JEMK)

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Shenique Routé (“Plaintiff”), by her attorneys, makes the following allegations
2 pursuant to the investigation of her counsel and based upon information and belief, except as to the
3 allegations specifically pertaining to herself and her counsel, which are based on personal
4 knowledge.

5 NATURE OF THE ACTION

6 1. This is a class action against Mead Johnson Nutrition Company, d/b/a Mead
7 Johnson & Company, LLC (“Mead Johnson” or “Defendant”) for falsely and misleadingly
8 representing on product labels and in its nationwide marketing and advertising campaigns that
9 Enfamil Premium Newborn formula, Enfamil Premium Infant formula, Enfamil A.R. for Spit-Up
10 Infant formula, and Enfagrow Premium Older Toddler Vanilla Milk Drink products (hereinafter
11 collectively referred to as “Enfamil” or the “Misabeled Products”) contain prebiotics that provide
12 immunity-related health benefits for babies and young children.¹ In fact, the Misabeled Products
13 do *not* “support your baby’s developing immune system” as advertised.

14 2. Mead Johnson’s labeling, marketing and advertising represents that the Enfamil
15 Misabeled Products (a) include “Natural Defense Dual Prebiotics designed to help support your
16 baby’s natural defenses,” (b) are “designed to act more like breast milk by promoting the growth of
17 beneficial bacteria throughout more of his digestive tract,” (c) “provide[] complete nutrition that
18 has been proven to promote healthy growth similar to breastfed babies through 12 months,” (d)
19 include “prebiotics” that “feed the good bacteria, found naturally in the digestive tract – where 70%
20 of your baby’s immune system is located. And emerging science suggests prebiotics may support
21 your baby’s developing immune system,” (e) include “Triple Health Guard,” “a clinically proven
22 formula to promote growth, to improve brain and eye development, and to support the immune
23 system too,” (f) “provide[] your baby complete nutrition at every feeding in a formula designed to
24 help support his immune system,” (g) “improve[] respiratory health and immune outcomes,” (h)
25 “support[] your baby’s developing immune system,” (i) have “Natural Defense Dual Prebiotics for
26 digestive health and provide[] three proven benefits: growth, brain & eye, and immune system
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28 ¹ “Prebiotics” are carbohydrates that purportedly feed so-called beneficial bacteria in the intestinal tract.

1 development,” (j) “designed to act more like breast milk than our previous formula, our proprietary
2 dual prebiotic blend is designed to work throughout the digestive tract,” (k) “help[] support a
3 healthy immune system,” (l) contain “Natural Defense Dual Prebiotics Blend – designed to foster
4 the growth of beneficial bacteria throughout the large intestine,”(m) contain “Natural Defense Dual
5 Prebiotics Blend, designed to help support digestive health,” (n) contain “Clinically Proven Triple
6 Health Guard – Growth, Brain & Eye, Immune System,” and (o) has a “NEW Formulation” that
7 “Includes Natural Defense Dual Prebiotics Blend for digestive health” (hereafter, the “Express
8 Warranties” or the “Misrepresentations”). However, the Express Warranties are false, misleading,
9 and unsubstantiated.

10 3. Defendant touts the inclusion of prebiotics in the Mislabeled Products, including its
11 trademarked “Natural Defense Dual Prebiotics,” as a marketing tool to induce consumers to
12 purchase more of its product without regard to whether the prebiotics actually deliver any of the
13 health benefits as advertised. Indeed, Defendant’s marketing strategy of including the words
14 “Natural Defense” in its proprietary trademarked prebiotic blend highlights a primary purported
15 benefit of the Mislabeled Products —that is, the support of a baby or infant’s immune system—
16 which is the Mislabeled Products’ distinguishing feature from other formula and a deceptive
17 marketing hook. In fact, Enfamil’s “Natural Defense Dual Prebiotics” do not provide health
18 benefits as represented and certainly are not “proven” to do so.

19 4. Moreover, there is no competent and reliable scientific evidence supporting the
20 Misrepresentations, and any purported link between immune response and prebiotics in the
21 Mislabeled Products is entirely speculative.

22 5. Defendant also claims that the Mislabeled Products act “like breast milk” and
23 provide “complete nutrition that has been proven to promote healthy growth similar to breastfed
24 babies.” However, experts agree that breast milk is immeasurably superior to baby formula in
25 terms of infant nutrition and other health benefits. Therefore, it is misleading for Defendant to
26 advertise the Mislabeled Products as similar to breast milk when formula cannot provide anywhere
27 near the level of benefits provided by breast milk.
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1 AAP recommends breast milk as the main source of a baby's nutrition for the first six months of its
2 life and further emphasizes that breastfeeding should be continued for at least the first year. The
3 AAP states that the advantages of breastfeeding include "health, nutritional, immunologic,
4 developmental, psychological, social, economic, and environmental benefits."

5 18. Because experts unanimously agree that breast milk is simply best for infants, it is
6 deceptive for Defendant to market Enfamil as a near-equivalent of breast milk. However, to
7 generate more sales, Defendant falsely claims through its marketing and advertising campaigns and
8 package labeling that the Mislabeled Products possess nutritional qualities that are nearly
9 equivalent to those of breast milk.

10 19. Defendant also claims that the prebiotics it adds to the Mislabeled Products are
11 "designed to act more like breast milk." In truth, experts agree that breast milk is immeasurably
12 superior to formula in terms of infant nutrition and offers innumerable health benefits to infants. It
13 is misleading for Defendant to claim that Enfamil acts "like breast milk" when infant and follow-
14 on formula cannot provide anywhere near the level of benefits offered from breastfeeding.

15 20. Defendant's marketing, advertising and packaging claims imply that there is a
16 proven scientific basis to support the purported health claims in the Express Warranties that are
17 linked to the inclusion of prebiotics in the Mislabeled Products. But this is false. Well-developed
18 studies simply have not reliably demonstrated the efficacy of prebiotic supplementation of formula.

19 21. The label for each of the Mislabeled Products prominently features in large type, the
20 false and misleading phrase, "Natural Defense Dual Prebiotics." Another label deceptively states,
21 "Enfamil PREMIUM Infant now includes Natural Defense Dual Prebiotics. This prebiotic blend is
22 designed to act more like breast milk by promoting the growth of beneficial bacteria throughout
23 more of his digestive tract than our previous blend." A true and correct copy of the packaging for
24 some of the Mislabeled Products is attached hereto as Exhibit B.

25 22. Mead Johnson also maintains a website at www.enfamil.com for the purposes of
26 marketing the Mislabeled Products. Mead Johnson falsely claims on its website that the
27 Mislabeled Products support babies' immune systems. For example:
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1 Enfamil PREMIUM Infant formula is clinically proven to improve brain and
2 eye development in babies up to 12 months. And it also provides the
3 nutrients needed for healthy physical growth and development, including
4 Natural Defense Dual Prebiotics to support the immune system. Designed to
5 act more like breast milk than our previous formula, our proprietary dual
6 prebiotic blend is designed to work throughout the digestive tract.

7 Our dual prebiotic blend is designed to work longer in the digestive tract for
8 more complete support compared to our previous formula.

9 Prebiotics feed the good bacteria, found naturally in the digestive tract –
10 where 70% of your baby’s immune system is located. And emerging
11 science suggests prebiotic [sic] may support your baby’s developing immune
12 system. With Enfamil PREMIUM Infant you can give infant nutrition
13 designed to help support your baby’s natural defenses.²

14 23. Mead Johnson’s false and misleading immune support claim is similarly
15 incorporated into the advertising for all of the Mislabeled Products. Mead Johnson conveyed and
16 continues to convey its deceptive claims about the Mislabeled Products through a variety of media,
17 including television, newspapers, magazines, direct mail, the Internet, point-of-sale displays, and
18 on the products’ labels and labeling. For example, in a Google search for “infant formula,” Mead
19 Johnson’s Enfamil PREMIUM infant is prominently displayed in a paid listing on the results page.
20 Consumers who click on the link are led directly to the Enfamil website indicated above, which
21 highlights false and misleading immune-related health claims like, “[p]rovides Natural Defense
22 Dual Prebiotic blend designed to help support your baby’s immune system.”

23 24. Mead Johnson’s misleading marketing campaign incorporates deceptive names like
24 “Triple Health Guard” and “Natural Defense Dual Prebiotics,” which Mead Johnson describes as
25 “[d]esigned to act more like breast milk... our proprietary dual prebiotic blend is designed to work
26 throughout the digestive tract.” The advertisement continues, “[p]rebiotics feed the good bacteria,
27 found naturally in the digestive tract — where 70% of your baby's immune system is located. And
28 emerging science suggests prebiotic may support your baby's developing immune system. With
29 Enfamil PREMIUM Infant you can give infant nutrition designed to help support your baby's
30 natural defenses.” These scientific-sounding names and terms falsely suggest that the Mislabeled

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http://www.enfamil.com/app/iwp/enf10/content.do?dm=enf&id=/Consumer_Home3/Infants/EnfamilPremiumInfant&iwpst=B2C&ls=0&csred=1&r=3511542244 (last visited July 18, 2012).

1 Products deliver the specific health benefits advertised. Mead Johnson’s exhaustive marketing
2 campaign builds on this deception.

3 25. The label for Enfamil Premium Infant Formula includes claims that it contains
4 “Natural Defense Dual Prebiotics,” that “Enfamil Premium Infant now includes Natural Defense
5 Dual Prebiotics. This prebiotic blend is designed to act more like breast milk by promoting the
6 growth of beneficial bacteria throughout more of his digestive tract than our previous formulation,”
7 that it “supports your baby’s developing immune system,” that it contains “Clinically Proven Triple
8 Health Guard – Growth, Brain & Eye, Immune System,” and that “Enfamil Infant Has Natural
9 Defense Dual Prebiotics for digestive health and provides three proven benefits: growth, brain &
10 eye, and immune system development.”

11 26. The label for Enfamil Premium Newborn formula includes claims that it contains
12 “Natural Defense Dual Prebiotics,” that it has “Triple Health Guard” that “Helps Support Growth,
13 Brain & Eye, Immune System,” that “[b]abies’ digestive tracts are home to approximately 70
14 percent of their immune systems. Emerging science suggests prebiotics may support your baby’s
15 developing immune system by feeding the good bacteria found naturally in the digestive tract.
16 With Enfamil Premium Newborn, you can give your baby a formula that includes the Natural
17 Defense Dual Prebiotic Blend, designed to help support your babies’ natural defenses. This dual
18 prebiotic blend is designed to work throughout the digestive tract for more complete support
19 compared to previous Enfamil formulas,” and that it contains “[a] blend of antioxidants, DHA,
20 ARA and prebiotics designed to help support your baby’s immune system.”

21 27. The label for Enfagrow Premium Older Toddler Vanilla Milk Drink includes claims
22 that it has “Triple Health Guard” that “Helps Support Growth, Brain & Eye, Immune System,” that
23 it includes “Natural Defense Dual Prebiotics Blend,” and that “Enfagrow Premium Older Toddler
24 has our Natural Defense Dual Prebiotics Blend, designed to help support digestive health.”

25 28. The label for Enfamil A.R. for Spit-Up Infant Formula includes claims that it is a
26 “NEW Formulation” that “Includes Natural Defense Dual Prebiotics Blend,” that it has “Triple
27 Health Guard” that “Helps Support Growth, Brain & Eye, Immune System,” that it “Includes
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1 Natural Defense Dual Prebiotics Blend for digestive health,” and that “This exclusive formula is
2 available only from the Enfamil brand.”

3 29. Mead Johnson’s marketing, promotion, and labeling of the Mislabeled Products
4 includes numerous false and misleading claims concerning the Mislabeled Products’ efficacy.
5 These false and deceptive claims, which are enumerated in the Express Warranties and further
6 discussed in detail above, are likely to mislead consumers acting reasonably under the
7 circumstances into believing that Mead Johnson’s Mislabeled Products are near-equivalent to
8 breast milk, and that their use will result in superior immune function and digestive health.

9 30. Mead Johnson leverages its false and deceptive marketing message that the
10 Mislabeled Products provide immune benefits to sell the Mislabeled Products at a premium over
11 predecessor and regular formulas that do not contain “Triple Health Guard” with “Natural Defense
12 Dual Prebiotics.”

13 **B. The Mislabeled Products Do Not Support Babies’ Immune Systems**

14 31. There is no competent or credible evidence that the Mislabeled Products support or
15 benefit a baby’s immune system. In fact, there is no competent or credible evidence that the
16 Mislabeled Products have any prebiotic effect at all.

17 32. Importantly, several studies referenced by Defendant as supporting the immunity
18 claims on the Mislabeled Products do just the opposite. For example, Boehm and Moro, Structural
19 and Functional Aspects of Prebiotics Used in Infant Nutrition, Journal of Nutrition (2008) (attached
20 to a letter sent by counsel for Mead Johnson to Plaintiff’s counsel on June 4, 2012 in response to
21 Plaintiff’s letter of April 5, 2012) does not even address the specific prebiotic ingredients in Mead
22 Johnson’s proprietary “Natural Defense Dual Prebiotics.” Moreover, as a general matter, the study
23 concludes “long term studies are needed to test the hypothesis that the influence of dietary factors
24 on the immune system early in life might have beneficial consequences later in life.” Thus, no
25 immunity benefits were definitively extrapolated, and there was no proven scientific support for the
26 purported health claims in the Express Warranties that are linked to the inclusion of prebiotics in
27 the Mislabeled Products.
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1 33. Similarly, a monograph published by Mead Johnson in 2009 commissioned
2 expressly to support the Mislabeled Products' health claims, *Prebiotics in Infant Nutrition*, edited
3 by Sharon Donovan, Glenn Gibson, and David Newberg, concludes that "more studies are needed
4 to understand the conditions under which prebiotic formula ingredients can positively influence
5 infant growth and development." Again, no particular immunity benefits were extrapolated, and
6 the monograph does not address the specific prebiotic ingredients in Mead Johnson's proprietary
7 "Natural Defense Dual Prebiotics." Moreover, there was no proven scientific support for the
8 purported health claims in the Express Warranties that are linked to the inclusion of prebiotics in
9 the Mislabeled Products.

10 34. Upon information and belief, Mead Johnson has never studied and obtained
11 scientifically proven results about the immunological effect on newborns, infants, or toddlers of the
12 specific blend of ingredients that make up its proprietary "Natural Defense Dual Prebiotics"

13 35. Importantly, **the AAP does not recommend routine usage of probiotics and**
14 **probiotics based on inadequate supporting research.**

15 36. In December 2010, the AAP issued a new clinical report, "Probiotics and Prebiotics
16 in Pediatrics," in which the AAP reviewed the evidence surrounding the use of probiotics and
17 prebiotics for children.³ The AAP concluded that "Probiotics or prebiotics added to infant formula
18 and other foods marketed for use in children do not appear to be harmful to healthy infants and
19 children, but the clinical efficacy for their addition is insufficient to recommend their routine use in
20 these formulas."⁴

21 37. With respect to prebiotics, the AAP wrote: "more research is needed before such
22 recommendations for the use of prebiotics in infant formula can be made;" "There is a paucity of
23 RCTs examining prebiotics in children;" and "more information, including data from RCTs, is
24 needed before the efficacy of adding prebiotics to infant formulas can be determined."⁵

26 ³ D. Thomas, *et al.*, *Clinical Report -Probiotics and Prebiotics in Pediatrics*, PEDIATRICS Vol. 126, No. 6 (Dec.
27 2010).

28 ⁴ *Id.*

⁵ *Id.*

1 38. Similarly, the International Association of Infant Food Manufacturers concluded
2 after a review of the available scientific research that “data are still not conclusive as far as the
3 global health effects of prebiotics.”⁶

4 39. The Committee on Nutrition of the European Society of Pediatric Gastroenterology,
5 Hepatology and Nutrition (“ESPGHAN”) also concluded that more studies are required to establish
6 the safety and efficacy of probiotic and prebiotic products in children.⁷

7 40. Most recently, a review of the available scientific research was completed and
8 concluded: “Routine application of probiotic- and/or prebiotic-supplemented formulae is not
9 recommended and certain parameters such as mechanisms, optimal doses and intake durations, as
10 well as long-term safety of these products require extensive clinical trials. A standard
11 methodology for assessing the intestinal flora should be formulated and its adoption must be made
12 mandatory for conducting related studies to arrive upon a conclusive result.”⁸

13 41. Defendant’s false and misleading claims about the Mislabeled Products’ immune-
14 related health benefits are in violation of federal law and regulations.

15 42. Federal law allows for statements of nutritional support referring to representations
16 about a dietary supplement’s effect on the structure or function of the body for maintenance of
17 good health and nutrition – so-called structure/function claims – without FDA authorization. But
18 structure/function claims are allowed only if the manufacturer has substantiation that the claim is
19 truthful and not misleading, and also prominently displays a Dietary Supplement Health Education
20 Acts (“DSHEA”) disclaimer: “This statement has not been evaluated by the Food and Drug
21 Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.”
22 Moreover, a structure/function claim may not “claim to diagnose, mitigate, treat, cure or prevent a
23 specific disease or class of diseases.” *See* Dietary Supplement Health Education Act (“DSHEA”),
24 21 U.S.C. § 343I(6).

25 _____
26 ⁶ International Association of Infant Food Manufacturers, *Prebiotics in Infant Nutrition* (December 2004),
available at <http://www.ifm.net/industry/prebiotics.htm> (last accessed Feb. 20, 2012).

27 ⁷ ESPGHAN Committee on Nutrition, *Supplementation of Infant Formula With Probiotics and/or Prebiotics: A
Systematic Review and Comment by the ESPGHAN Committee on Nutrition* (Aug. 8, 2010).

28 ⁸ S. Sarkar, *Probiotics, Prebiotics and Synbiotics for Infant Feeding – A Review*, S1, J. MICROBIAL BIOCHEM.
TECHNOL. (2011).

1 43. The Mislabeled Products’ labeling and advertising makes structure/function claims
2 related to the Natural Defense Dual Prebiotics and the properties of the Mislabeled Products – i.e.,
3 that they support the immune system – but the labeling on the Mislabeled Products does not display
4 the DSHEA disclaimer. Further, based on the investigation of Plaintiff’s counsel, the Mislabeled
5 Products do not in fact provide immune support as advertised, and Defendant does not have the
6 requisite substantiation that their claims about the ability of the Mislabeled Products to support the
7 immune system are not false and misleading. Therefore, Defendant’s claims that the Mislabeled
8 Products provide immune support violate federal law.

9 **C. Plaintiff’s Claims Against Defendant Mead Johnson**

10 44. Plaintiff is a resident of California who purchased Enfamil Premium Infant formula
11 with Natural Defense Dual Prebiotics, believing that it, unlike other infant formulas, would act like
12 breast milk and provide immune system support and development for her child.

13 45. Plaintiff relied upon and was misled by Defendant’s Misrepresentations about
14 Enfamil Premium Infant formula. The false claims relied upon by Plaintiff include but are not
15 limited to the claims the product contains “Natural Defense Dual Prebiotics,” that “Enfamil
16 Premium Infant now includes Natural Defense Dual Prebiotics. This prebiotic blend is designed to
17 act more like breast milk by promoting the growth of beneficial bacteria throughout more of his
18 digestive tract than our previous formulation,” that it “supports your baby’s developing immune
19 system,” that it contains “Clinically Proven Triple Health Guard – Growth, Brain & Eye, Immune
20 System,” and that “Enfamil Infant Has Natural Defense Dual Prebiotics for digestive health and
21 provides three proven benefits: growth, brain & eye, and immune system development.”

22 46. Plaintiff relied on these Misrepresentations in her decision to purchase Enfamil
23 Premium Infant. Because Enfamil’s representation about the health benefits of the prebiotics in its
24 formula were false, Plaintiff’s expectations were not met.

25 47. Defendant’s representations regarding the ability of the Mislabeled Products to
26 deliver immune-related health benefits were material to Plaintiff and members of the Class and
27 California Subclass at the time that they purchased the Mislabeled Products. Plaintiff and members
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1 of the Class and California Subclass did not receive the benefit of the bargain from their purchases
2 because they paid for products that were represented as “more like breast milk” and as providing
3 immune-related health benefits, but the products they actually received did not. Accordingly,
4 Plaintiff and members of the Class and California Subclass suffered injury in fact and lost money
5 as a result of Defendant’s Misrepresentations. But for Defendant’s Misrepresentations, Plaintiff
6 and members of the Class and California Subclass would not have purchased the Mislabeled
7 Products or they would have paid less for the Mislabeled Products.

8 **CLASS ACTION ALLEGATIONS**

9 48. Plaintiff seeks to represent a class defined as all persons in the United States who
10 purchased the Mislabeled Products for personal or household use, and not for resale or distribution.
11 Excluded from the Class are governmental entities, Mead Johnson, and Mead Johnson’s affiliates,
12 parents, subsidiaries, employees, officers, and directors. Also excluded is any judicial officer
13 presiding over this matter and the members of their immediate families and judicial staff.

14 49. Plaintiff also seeks to represent a subclass defined as all members of the Class who
15 purchased the Mislabeled Products within the state of California (the “California Subclass”).

16 50. Members of the Class and the California Subclass are so numerous that their
17 individual joinder herein is impracticable. On information and belief, members of the Class and
18 California Subclass number in excess of hundreds of thousands. The precise number of Class
19 members and their identities are unknown to Plaintiff at this time but will be determined through
20 discovery of Mead Johnson’s records. Class members may be notified of the pendency of this
21 action by mail, email, and/or publication.

22 51. Common questions of law and fact exist as to all Class and California Subclass
23 members and predominate over questions affecting only individual Class and California Subclass
24 members. These common legal and factual questions include, but are not limited to:

- 25 (a) whether Defendant misrepresented or omitted material facts in connection with the
26 promotion, marketing, advertising, packaging, labeling and sale of the Mislabeled
27 Products;

- 1 (b) whether Defendant represented that the Mislabeled Products have characteristics,
2 benefits, uses or qualities that they do not have;
- 3 (c) whether Defendant knew or should have known that Defendant's claims regarding
4 the Mislabeled Products, including, but not limited to, claims regarding these
5 Mislabeled Products' effect on immunity, were false and/or misleading;
- 6 (d) whether Defendant's acts and practices in connection with the promotion,
7 marketing, advertising, packaging, labeling, distribution and sale of the Mislabeled
8 Products violated the laws alleged herein;
- 9 (e) whether Defendant's conduct, as set forth herein, injured members of the Class and
10 whether they have been damaged by the wrongs complained of herein, and if so, the
11 measure of those damages and the nature and extent of other relief that should be
12 provided.

13 52. Plaintiff's claims are typical of the claims of the proposed Class and California
14 Subclass in that Plaintiff was exposed to Defendant's false, misleading, and unsubstantiated
15 marketing and promotional materials, purchased the Mislabeled Products, and suffered a loss as a
16 result of the purchase. Each Class and California Subclass member was subjected to the same
17 conduct, was harmed in the same way, and has claims for relief under the same legal theories.

18 53. Plaintiff is an adequate representative of the Class and California Subclass because
19 her interests do not conflict with the interests of the Class and California Subclass members she
20 seeks to represent, she has retained counsel competent and experienced in prosecuting class
21 actions, and she intends to prosecute this action vigorously. The interests of Class and California
22 Subclass members will be fairly and adequately protected by Plaintiff and her counsel.

23 54. The class mechanism is superior to other available means for the fair and efficient
24 adjudication of the claims of the Class and California Subclass members. Each individual Class
25 member may lack the resources to undergo the burden and expense of individual prosecution of the
26 complex and extensive litigation necessary to establish defendant's liability. Individualized
27 litigation increases the delay and expense to all parties and multiplies the burden on the judicial
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1 system presented by the complex legal and factual issues of this case. Individualized litigation also
2 presents a potential for inconsistent or contradictory judgments. In contrast, the class action device
3 presents far fewer management difficulties and provides the benefits of single adjudication,
4 economy of scale, and comprehensive supervision by a single court on the issue of defendant's
5 liability. Class treatment of the liability issues will ensure that all claims and claimants are before
6 this Court for consistent adjudication of the liability issues.

7 55. Unless a class is certified, Mead Johnson will retain monies received as a result of
8 its conduct that were taken from Plaintiff and proposed Class and California Subclass members.
9 Unless a class-wide injunction is issued, Mead Johnson will continue to commit the violations of
10 law alleged, and the members of the Class, California Subclass, and the general public will
11 continue to be misled.

12 **COUNT I**

13 **Violation of the Magnuson-Moss Warranty Act ("MMWA"), 15 U.S.C. §§ 2310, *et seq.***

14 56. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
15 forth herein.

16 57. This Count I is brought against Defendant by Plaintiff individually and on behalf of
17 the Class.

18 58. The Mislabeled Products are consumer products as defined in 15 U.S.C. § 2301(1).

19 59. Plaintiff and Class and California Subclass members are consumers as defined in 15
20 U.S.C. § 2301(3).

21 60. Defendant Mead Johnson is a supplier and warrantor as defined in 15 U.S.C. §
22 2301(4) and (5).

23 61. In connection with the sale of the Mislabeled Products, Defendant issued written
24 warranties as defined in 15 U.S.C. § 2301(6) in its product marketing and advertising, as well as on
25 the Mislabeled Product labels, in the form of the Express Warranties which warrant health benefits
26 comparable to those provided by breast milk and immune system support and development based
27 on Defendant's proprietary blend of prebiotic ingredients.
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1 therefore the express warranties were false, misleading, and unsubstantiated. As a result of this
2 breach, Plaintiff and the Class did not receive goods as warranted by Defendant.

3 70. Plaintiff and the Class were injured as a direct and proximate result of Defendant's
4 breach of contract and its warranties, because they would not have purchased the Mislabeled
5 Products if the true facts concerning their characteristics and benefits had been known.

6 **COUNT III**

7 **Breach of Implied Warranty of Merchantability**

8 71. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
9 forth here.

10 72. This Count III is brought against Defendant by Plaintiff individually and on behalf
11 of the Class.

12 73. Defendant, through its acts and omissions set forth herein, in their sale, marketing,
13 and promotion of the Mislabeled Products, made representations to Plaintiff and the Class that the
14 Mislabeled Products provide immune-related health benefits, among other representations, as
15 described above. Plaintiff and the Class bought the Mislabeled Products which are manufactured,
16 advertised and sold by Defendant.

17 74. Defendant is a merchant with respect to the goods of this kind which were sold to
18 Plaintiff and the Class, and there was in the sale to Plaintiff and other consumers an implied
19 warranty that the Mislabeled Products were merchantable.

20 75. However, Defendant breached that warranty implied in the contract for the sale of
21 goods in that the Mislabeled Products do not provide the purported immune-related and other
22 health benefits, as set forth in detail herein.

23 76. As a result of Defendant's conduct, Plaintiff and the Class did not receive goods as
24 impliedly warranted by Defendant to be merchantable in that they did not conform to the promises
25 and affirmations made on the container or label of the goods.

26 77. Plaintiff and the Class have sustained damages as a proximate result of the
27 foregoing breach of implied warranty in an amount to be determined at trial.
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COUNT IV

**Violation of California’s Consumer Legal Remedies Act (“CLRA”),
California Civil Code §§ 1750, *et seq.***

78. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

79. This Count IV is brought against Defendant by Plaintiff individually and on behalf of the California Subclass.

80. CLRA § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have.” Defendant violated this provision by making the Misrepresentations about the Mislabeled Products.

81. CLRA § 1770(a)(7) prohibits “[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.” Defendant violated this provision by making the Misrepresentations about the Mislabeled Products.

82. CLRA § 1770(a)(9) prohibits “advertising goods or services with intent not to sell them as advertised.” Defendant violated this provision by making the Misrepresentations about the Mislabeled Products.

83. CLRA § 1770(a)(16) prohibits “[r]epresenting that the subject of a transaction has been supplied in accordance with a previous representation when it has not.” Defendant violated this provision by making the Misrepresentations about the Mislabeled Products.

84. Plaintiff and the California Subclass members suffered injuries caused by Defendant’s Misrepresentations because they would not have purchased the Mislabeled Products had they known the true facts concerning their characteristics and benefits.

85. On or about April 5, 2012, prior to the filing of this Complaint, a CLRA notice letter was served on Defendant which complies in all respects with California Civil Code § 1782(a).

1 Plaintiff sent Mead Johnson a letter via certified mail, return receipt requested, advising Mead
2 Johnson that it is in violation of the CLRA and demanding that it cease and desist from such
3 violations and make full restitution by refunding the monies received therefrom. A true and correct
4 copy of Plaintiff's CLRA letter is attached hereto as Exhibit A.

5 86. Wherefore, Plaintiff presently seeks only injunctive relief for these violations of the
6 CLRA.

7 **COUNT V**

8 **Violation of California's Unfair Competition Law ("UCL"),**
9 **California Business & Professions Code §§ 17200, *et seq.***

10 87. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
11 forth herein.

12 88. This Count V is brought against Defendant by Plaintiff individually and on behalf of
13 the California Subclass.

14 89. Defendant is subject to the Unfair Competition Law ("UCL"), Bus. & Prof. Code §
15 17200 *et seq.* The UCL provides, in pertinent part: "Unfair competition shall mean and include
16 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
17 advertising"

18 90. Defendant's Misrepresentations and other conduct, described herein, violated the
19 "unlawful" prong of the UCL by violating the MMWA as described herein; the CLRA as described
20 herein; the FAL as described herein; Health & Safety Code §11333; and DSHEA and regulations
21 promulgated thereunder, including but not limited to 21 U.S.C. §§ 321 and 343(r)(6).

22 91. Defendant's Misrepresentations and other conduct, described herein, violated the
23 "unfair" prong of the UCL in that Defendant's conduct is substantially injurious to consumers,
24 offends public policy, and is immoral, unethical, oppressive and unscrupulous as the gravity of the
25 conduct outweighs any alleged benefits.

26 92. Defendant's conduct, described herein, violated the "fraudulent" prong of the UCL
27 by making the Misrepresentations about the Mislabeled Products.
28

1 93. Plaintiff and California Subclass members suffered lost money or property as a
2 result of Defendant's UCL violations because they would not have purchased the Mislabeled
3 Products had they known the true facts concerning their characteristics and benefits.

4 **COUNT VI**

5 **Violation of California's False Advertising Law ("FAL"),**

6 **Calif. Business & Professions Code §§ 17500, et seq.**

7 94. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
8 forth herein.

9 95. This Count VI is brought against Defendant by Plaintiff individually and on behalf
10 of the members of the California Subclass.

11 96. California's False Advertising Law, Bus. & Prof. Code § 17500, et seq., makes it
12 "unlawful for any person to make or disseminate or cause to be made or disseminated before the
13 public in this state, ... in any advertising device ... or in any other manner or means whatever,
14 including over the Internet, any statement, concerning ... personal property or services, professional
15 or otherwise, or performance or disposition thereof, which is untrue or misleading and which is
16 known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

17 97. Defendant committed acts of false advertising, as defined by § 17500, by making
18 the Misrepresentations about the Mislabeled Products.

19 98. Defendant knew or should have known, through the exercise of reasonable care that
20 its Misrepresentations about the Mislabeled Products were untrue and misleading.

21 99. Defendant's actions in violation of § 17500 were false and misleading such that the
22 general public is and was likely to be deceived.

23 100. Plaintiff and the California Subclass members suffered lost money or property as a
24 result of Defendant's FAL violations because they would not have purchased the Mislabeled
25 Products had they known the true facts concerning their characteristics and benefits.

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COUNT VII

Unjust Enrichment / Common Law Restitution

101. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

102. This Count VII is brought against Defendant by Plaintiff individually and on behalf of the members of the Class.

103. Plaintiff and Class members conferred benefits on Defendant by purchasing the Mislabeled Products.

104. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff's and Class members' purchases of the Mislabeled Products. Retention of those monies under these circumstances is unjust and inequitable because Defendant misrepresented that the Mislabeled Products "support your baby's developing immune system" when in fact it does not, which caused injuries to Plaintiff and Class members because they would not have purchased the Mislabeled Products if the true facts had been known.

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

PRAYER FOR RELIEF

19 WHEREFORE, Plaintiff, on behalf of herself and on behalf of the members of the proposed
20 Class and California Subclass prays: (a) for all forms of relief set forth above, (b) for an order
21 certifying the proposed Class and California Subclass and appointing Plaintiff and her undersigned
22 counsel of record to represent the proposed classes, (c) damages, restitution and/or disgorgement in
23 an amount to be determined at trial, (d) for punitive damages, (e) for costs of suit herein; (f) for
24 both pre- and post-judgment interest on any amounts awarded, (g) for payment of reasonable
25 attorneys' fees, and (h) for such other and further relief as the Court may deem proper.
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27
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a trial by jury on all issues so triable.

3
4 Dated: August 27, 2012

Respectfully submitted,

5 **BURSOR & FISHER, P.A.**

6
7 By: 

8 L. Timothy Fisher

9 L. Timothy Fisher (State Bar No. 191626)
10 Sarah N. Westcot (State Bar No. 264916)
11 1990 North California Boulevard, Suite 940
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24 *Attorneys for Plaintiff*

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I, Shenique Routé, declare as follows:

1. I am a plaintiff in this action and a citizen of the State of California. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently thereto.

2. The complaint filed in this action is filed in the proper place for trial under California Civil Code Section 1780(d) in that Defendant conducts a substantial amount of business in this District.

3. While living in California, I purchased Enfamil PREMIUM Infant formula for household consumer use. I saw Defendant's marketing and advertising claims about Enfamil PREMIUM Infant formula, including claims on the product label that it contained "Natural Defense Dual Prebiotics" and that "Enfamil Infant has Natural Defense Dual Prebiotics for digestive health and provides three proven benefits: growth, brain & eye, and immune system development," and I purchased Enfamil PREMIUM Infant formula in reliance on these claims. These representations were substantial factors influencing my decision to purchase Enfamil PREMIUM Infant formula. I would not have purchased Enfamil PREMIUM Infant formula had I known that it did not provide health benefits as represented.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on August 20, 2012 at Lakewood, California.



SHENIQUE ROUTÉ

BURSOR FISHER

P.A.

1990 N. CALIFORNIA BLVD
WALNUT CREEK, CA 94596
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L. TIMOTHY FISHER
TEL: 925.300.4455
FAX: 925.407.2700
ltfisher@bursor.com

April 5, 2012

Via Certified Mail – Return Receipt Requested

Mead Johnson Nutrition Company
2701 Patriot Boulevard
Glenview, Illinois 60026

Re: *Demand Letter Pursuant to California Civil Code § 1782*

To Whom It May Concern:

This letter serves as a preliminary notice and demand for corrective action by Mead Johnson Nutrition Company (“Mead Johnson”) pursuant to the provisions of California Civil Code § 1782, on behalf of our client, Shenique Route, and all other persons similarly situated.

Mead Johnson has sold and continues to sell Enfamil infant formula products, which are misrepresented as containing prebiotics that provide immunity-related health benefits when in fact there is insufficient competent and reliable scientific evidence that prebiotics provide any immunity-related health benefits. Mead Johnson makes such claims about the following products: (1) Enfamil Premium Newborn; (2) Enfamil Premium Infant; and (3) Enfagrow Premium Older Toddler Vanilla Milk Drink (hereinafter the “Misabeled Products”).

Mead Johnson has engaged in a uniform marketing and advertising program representing that the Misabeled Products contain prebiotics that provide immunity-related health benefits to induce consumers to purchase the Misabeled Products in reliance upon these representations. These representations were and are prominently displayed on the labels of the Misabeled Products and on Enfamil’s various advertisements, promotional materials and product website. Mead Johnson has misled and continues to mislead consumers into believing that the Misabeled Products contain prebiotics that provide immunity-related health benefits to command a premium price for the Misabeled Products, to gain market share from its competitors, and to increase its own profits.

Shenique Route is a citizen of the State of California and is a consumer as defined in California Civil Code §1761(d) in that she purchased one or more of the Misabeled Products “for personal, family or household purposes.” Ms. Route purchased one or more of the Misabeled Products from retail stores in California. She saw and read Mead Johnson’s misrepresentations that the Misabeled Products contained prebiotics that provide immunity-related health benefits and relied on such misrepresentations in deciding to purchase one or more of the Misabeled Products. If the truth about the Misabeled Products had been known to her, Ms. Route would not have purchased them. Ms. Route suffered a loss of money as a result of

Mead Johnson's misrepresentations in the amount of the purchase price of the Mislabeled Products.

By misrepresenting the benefits of the Mislabeled Products, Mead Johnson has violated numerous provisions of California law including the Consumers Legal Remedies Act, Civil Code § 1770, including but not limited to subsections (a)(5), (7), and (9).

We hereby demand that Mead Johnson immediately (1) cease and desist from further sales of the Mislabeled Products, (2) issue an immediate recall of the Mislabeled Products, and (3) make full restitution to all purchasers of the Mislabeled Products of all money obtained from sales thereof.

It is further demanded that Mead Johnson preserve all documents and other evidence which refer or relate to any of the above-described practices including, but not limited to, the following:

1. All documents concerning the development and production of the Mislabeled Products;
2. All documents concerning the advertisement, marketing or sale of the Mislabeled Products;
3. All documents concerning the revenue generated from the sale of the Mislabeled Products; and
4. All communications with customers concerning complaints or comments about the Mislabeled Products.

Please comply with this demand within 30 days from receipt of this letter.

We are willing to negotiate with Mead Johnson to attempt to resolve the demands asserted in this letter. If Mead Johnson wishes to enter into such discussions, please contact me immediately.

If Mead Johnson contends that any statement in this letter is inaccurate in any respect, please provide us with your contentions and supporting documents immediately upon receipt of this letter, but in no event later than 30 days from the date of receipt.

Very truly yours,



L. Timothy Fisher



NEW Formulation
Includes
Natural Defense
Dual Prebiotics

Enfamil

A.R.[®]

Helps Support
Triple Health Guard
Immune System
Brain & Eye
Growth

for Spit-Up
Infant Formula
Milk-Based Powder with Iron
Thickened with Added Rice Starch
for Newborns & Infants 0 - 12 months

NET WT. 12.9 OZ (366 g)

© 2011 Mead Johnson & Company, LLC. PORTE ADU! PARA LEER LAS INSTRUCCIONES EN ESPAÑOL.

INGREDIENTS: NONFAT MILK POWDER, VEGETABLE OIL (PALM OLEIN, COCONUT, SOY, AND HIGH OLEIC SUNFLOWER OILS), RICE STARCH, LACTOSE, MALTODEXTRIN, GALACTOOLIGOSACCHARIDES*, POLYDEXTROSE*, AND LESS THAN 1% MORTIERELLA ALPINA OIL**, CRYPTOCODINIUM COHNI OIL, CALCIUM CARBONATE, FERROUS SULFATE, ZINC SULFATE, SODIUM CITRATE, COPRIC SULFATE, CALCIUM PHOSPHATE, MANGANESE SULFATE, SODIUM SELENITE, CHOLINE CHLORIDE, ASCORBIC ACID, NIACINAMIDE, CALCIUM PANTOTHENATE, VITAMIN D3, RIBOFLAVIN, FOLIC ACID, VITAMIN K1, BIOTIN, VITAMIN B12, INOSITOL, VITAMIN E ACETATE, VITAMIN A PALMITATE, TAURINE, L-CARNITINE

MEAD JOHNSON & COMPANY, LLC, EVANSVILLE, IN 47721 U.S.A.

Mead Johnson Nutrition
©2011 Mead Johnson & Company, LLC

*A TYPE OF PREBIOTIC **A SOURCE OF ARACHIDONIC ACID (ARA) **A SOURCE OF DOCOSAHEXAENOIC ACID (DHA)

Filled by weight, not by volume; some settling may occur.
Makes approx. 91 fl oz

2004330

This exclusive formula is available only from the Enfamil® brand

3 0087 0201 42 3

NUTRIENTS (Normal Dilation), per 100 Calories (5 fl oz)	
PROTEIN	2.5
FAT	5.1
CARBOHYDRATE	11.3
WATER	133
LINOLEIC ACID	860
VITAMINS	
A	1000
D	60
E	2
K	9
THIAMIN (B1)	80
RIBOFLAVIN (B2)	140
B6	60
B12	0.3
NIACIN	1000
FOLIC ACID (FOLACIN)	16
PANTOTHENIC ACID	500
BIOTIN	3
C (ASCORBIC ACID)	12
CHOLINE	24
INOSITOL	6
MINERALS	
CALCIUM	78
PHOSPHORUS	53
MAGNESIUM	8
IRON	1.8
ZINC	1
MANGANESE	15
COPPER	75
IODINE	15
SELENIUM	2.8
SODIUM	40
POTASSIUM	108
CHLORIDE	75

Enfamil A.R.* for Spit-Up

Frequent spit-up can be a common part of growing up. With Enfamil A.R., mom can reduce spit-up and be assured that her baby is getting, and keeping, all the nourishment needed for healthy growth.

- Clinically proven* to significantly reduce frequent spit-up
 - More nutritionally balanced than adding rice cereal to formula
 - Saves time and hassle by eliminating the step of adding rice cereal to formula
 - Includes Natural Defense* Dual Prebiotics* Blend for digestive health
- *Based on a clinical study of Enfamil A.R. infant formula before the addition of DHA, ARA, and prebiotics with infants who spit-up frequently (5 or more spit-ups per day).

*If you have a question, we are here for you. Call us toll free: 1-800-845-5123, 8 am to 4:30 pm Monday - Saturday, Central Time. Or visit Enfamil.com

Experts agree on the many benefits of breast milk. If you choose to use infant formula, ask your baby's doctor about Enfamil A.R.

INSTRUCTIONS FOR PREPARATION & USE

Your baby's health depends on carefully following the instructions below. Proper hygiene, preparation, dilution, use and storage are important when preparing infant formula. Powdered infant formulas are not sterile and should not be fed to premature infants or infants who might have immune problems unless directed and supervised by your baby's doctor. Ask your baby's doctor which formula is appropriate for your baby.

Ask your baby's doctor about the need to use cooled, boiled water for mixing and the need to boil clean utensils, bottles and nipples in water before use.

1. Wash hands thoroughly with soap and water before preparing formula.



2. Pour desired amount of water into the bottle. Add powder.



3. Cap bottle and SHAKE WELL. Let bottle sit 5 minutes. SHAKE AGAIN.



Use the chart below for correct amounts of water and powder. Use scoop in can to measure powder. Store DRY scoop in this can.

To Make**	Water	Powder
2 fl oz bottle	2 fl oz	1 unpacked level scoop (9 g)
4 fl oz bottle	4 fl oz	2 unpacked level scoops (18 g)
8 fl oz bottle	8 fl oz	4 unpacked level scoops (36 g)


**Each scoop adds about 0.2 fl oz to the amount of prepared formula.

WARNING: Do not use a microwave oven to warm formula. Serious burns may result.

Failure to follow these instructions could result in severe harm. Once prepared, infant formula can spoil easily. Error feed immediately or cover and store in refrigerator at 35-40°F (2-4°C) for no longer than 24 hours. Do not use prepared formula if it is unrefrigerated for more than a total of 2 hours. Do not freeze prepared formula. After feeding begins, use formula within one hour or discard.

Powder Storage: Store cans at room temperature. After opening can, keep tightly covered, store in dry area and use contents within 1 month. Do not freeze powder and avoid excessive heat.

USE BY DATE ON BOTTOM OF CAN



Enfamil
PREMIUM
Infant

Advanced Defense™ Triple Prebiotics

Contains Probiotics
Triple Health Guard™
Prebiotics
Iron & Zinc
Infant Nutrition

1 Infant Formula
Milk Based • with Iron

0-12 months

Ready to Use
Do Not Add Water

8 FL OZ (237 mL)

*Studied before the addition of prebiotics.

CORTE AQUÍ PARA LEER LAS INSTRUCCIONES EN ESPAÑOL

Enfamil® Infant has Natural Defense™ "Dual Prebiotics" for digestive health and provides three proven* probiotics to help support your baby's immune system and promote healthy growth. Infant 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

INGREDIENTS: REDUCED MINERALS, WHEY, NONFAT MILK, VEGETABLE OIL (PALM OIL), SOY COCONUT AND HIGH OLEIC SUNFLOWER OILS, AND LESS THAN 2% GALACTULOSE, SACCHARIDES, POLYDEXTROSE, MORTIERELLA ALPINA OIL,** CRYSTALCELLULOSE, COHNIL OIL, LACTULOSE, POTASSIUM CITRATE, CALCIUM CARBONATE, CALCIUM CHLORIDE, SODIUM CHLORIDE, CALCIUM PHOSPHATE, FERROUS SULFATE, SODIUM CITRATE, ZINC SULFATE, COPPER SULFATE, MANGANESE SULFATE, SODIUM SELENITE, MONO- AND DIGLYCERIDES, SODIUM ASCORBATE, SODIUM ASCORBATE, VITAMIN B12, VITAMIN D3, VITAMIN E ACETATE, NICOTINAMIDE, CALCIUM PANTOTHENATE, VITAMIN B6, FOLIC ACID, HYDROXYCHLORIDE, VITAMIN B1, HYDROXYCHLORIDE, VITAMIN B12, BIOTIN, CARRAGEENAN, POLYACRYLAMIDE, INOSITOL, NUCLEOTIDES, CHOLINE CHLORIDE, ADENOSINE, 5-MONOPHOSPHATE, DISODIUM GUANOSINE, 5-MONOPHOSPHATE, DISODIUM URSINONE, 5-MONOPHOSPHATE, TAURINE, DISODIUM PHOSPHATE, INOSITOL.

MINERALS: CALCIUM 78, CALCIUM PHOSPHATE 43, MAGNESIUM 18, IRON 1, ZINC 1, MANGANESE 15, COPPER 15, IODINE 15, SELENIUM 2.8, SODIUM 27, POTASSIUM 108, CHLORIDE 65.

NUTRIENTS per 100 Calories (8 fl oz):
 PROTEIN 2.1, FAT 5.3, CARBOHYDRATE 112, WATER 133, LINDOLEIC ACID 850, VITAMINS A 326, B1 60, B2 11, B6 140, B12 9, FOLIC ACID 1000, PANTOTHENIC ACID 500, BIOTIN 100, CHOLINE 24, INOSITOL 6.

INGREDIENTS: REDUCED MINERALS, WHEY, NONFAT MILK, VEGETABLE OIL (PALM OIL), SOY COCONUT AND HIGH OLEIC SUNFLOWER OILS, AND LESS THAN 2% GALACTULOSE, SACCHARIDES, POLYDEXTROSE, MORTIERELLA ALPINA OIL,** CRYSTALCELLULOSE, COHNIL OIL, LACTULOSE, POTASSIUM CITRATE, CALCIUM CARBONATE, CALCIUM CHLORIDE, SODIUM CHLORIDE, CALCIUM PHOSPHATE, FERROUS SULFATE, SODIUM CITRATE, ZINC SULFATE, COPPER SULFATE, MANGANESE SULFATE, SODIUM SELENITE, MONO- AND DIGLYCERIDES, SODIUM ASCORBATE, SODIUM ASCORBATE, VITAMIN B12, VITAMIN D3, VITAMIN E ACETATE, NICOTINAMIDE, CALCIUM PANTOTHENATE, VITAMIN B6, FOLIC ACID, HYDROXYCHLORIDE, VITAMIN B1, HYDROXYCHLORIDE, VITAMIN B12, BIOTIN, CARRAGEENAN, POLYACRYLAMIDE, INOSITOL, NUCLEOTIDES, CHOLINE CHLORIDE, ADENOSINE, 5-MONOPHOSPHATE, DISODIUM GUANOSINE, 5-MONOPHOSPHATE, DISODIUM URSINONE, 5-MONOPHOSPHATE, TAURINE, DISODIUM PHOSPHATE, INOSITOL.

MINERALS: CALCIUM 78, CALCIUM PHOSPHATE 43, MAGNESIUM 18, IRON 1, ZINC 1, MANGANESE 15, COPPER 15, IODINE 15, SELENIUM 2.8, SODIUM 27, POTASSIUM 108, CHLORIDE 65.

- INSTRUCTIONS FOR USE**
- Your baby's health depends on carefully following the instructions below. Proper aseptic preparation, use and storage are essential when preparing infant formula.
- Use as directed by your baby's doctor.
1. Wash hands thoroughly with soap and water before preparing feeding bottles.
 2. Clean can, lid, SHAKE CAN WELL, and open.
 3. Pour into bottles!

WARNING: Do not eat a microwave oven to warm formula. Formula should not be used.

Failure to follow these instructions could result in severe harm. Opened cans and prepared bottles can spoil quickly. For best effectiveness of cover and store in refrigerator at 35-40°F (1-4°C) or less for up to 48 hours. Do not use opened cans or prepared bottles if they are contaminated by milk. For a taste of 2 hours. Do not heat prepared formula. After feeding begins, use formula within one hour or discard.

Storage: Store unopened cans at room temperature. Avoid excessive heat. Do not freeze.

USE BY DATE ON BOTTOM OF CAN

Enfamil® Infant has Natural Defense™ "Dual Prebiotics" for digestive health and provides three proven* probiotics to help support your baby's immune system and promote healthy growth. Infant 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

DHA & Iron
DHA y Hierro

EnfagrowTM

PREMIUMTM

Older Toddler

Niños Mayores

Helps Support
Ayuda a Apoyar

**Triple Health
Guard**

Growth
Crecimiento

Brain & Eye
Cerebro y Ojos

Immune System
Sistema Inmune

UD

3 Milk Drink
Bebida de Leche

Nutrition Tailored for ToddlersTM

Nutrición Hecha para Niños PequeñosTM

1 year and up
1 año y mayor

VANILLA
Natural & Artificial Flavor
Sabor Natural y Artificial

NET WT. 24 OZ // PESO NETO 24 ONZAS (680 g)

The Enfamil® Staged Nutrition line is individually tailored to meet your child's changing nutritional needs.
 La línea de Nutrición de Etapas de Enfamil® está hecha individualmente para satisfacer las necesidades nutricionales variables de su niño.

1 Through 3 months	2 Through 12 months	3 1 año y mayor
Hasta 3 meses	Hasta 12 meses	9 meses y mayor

Nutrition Tailored for Toddlers™ / Nutrición Hecha para Niños Pequeños™

Natural Defense® Dual Prebiotics Blend
 Enfagrow® PREMIUM™ Older Toddler has our Natural Defense® Dual Prebiotics® Blend, designed to help support digestive health, and also provides three key nutritional benefits: Enfagrow® PREMIUM™ Older Toddler (Niños Mayores) tiene nuestra Mezcla de Doble Prebióticos® de Defensa Natural®, diseñado para la salud digestiva y proporciona tres beneficios nutricionales claves.

GrowIt
 Desarrollo

22 Nutrients to Support Growth
 22 Nutrientes para Apoyar el Crecimiento

Brain & Eye
 Cerebro y Ojos

Experts Recommend DHA to Help Support Brain and Eye Development
 Los Expertos Recomiendan DHA para Ayudar a Apoyar el Desarrollo del Cerebro y Ojos

Immune System
 Sistema Inmune

Antioxidants and Other Nutrients to Help Support the Immune System
 Antioxidantes y Otras Sustancias Nutritivas para Ayudar a Apoyar el Sistema Inmune

DIRECTIONS FOR PREPARATION AND USE: Add 4 unpacked level scoops (1/3 cup, 36 g) of powder to 6 fluid ounces of water. Shake well, serve immediately. Store DRY scoop in can. **Storage/Handling:** Store powder at room temperature; avoid extreme temperatures. After opening, keep lid tightly closed, store in a dry area, and use contents within 1 month. **Use by date on can end.**

INSTRUCCIONES FÁCILES PARA LA PREPARACIÓN Y EL USO: Agregue 4 medidas rasas de polvo sin compactar (1/3 de taza, 36 g) a 6 onzas de agua. Agite bien, utilice inmediatamente. Guarde la medida SECA en la lata. **Almacenamiento/Manejo:** Guarde el polvo a temperatura ambiental; evite temperaturas extremas. Después de abrir, mantenga la tapa bien cerrada, guárdela en una área seca, y utilice el contenido dentro de 1 mes. **Use este producto antes de la fecha indicada en el extremo de la lata.**

If you have a question, we are here for you. Call us toll free: 1-800-BABY123, 8 am to 4:30 pm Monday-Saturday, Central Time. Or visit Enfamil.com / Si usted tiene preguntas, estamos aquí para prestarle servicios. Para llamadas gratuitas, llámenos al 1-800-222-9123, de 8 am a 4:30 pm. Hora Central, de lunes a sábado. O visítenos en: Enfamil.com/Espanol

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself) SHENIQUE ROUTE, individually and on behalf of all others similarly situated	DEFENDANTS MEAD JOHNSON NUTRITION COMPANY, d/b/a MEAD JOHNSON & COMPANY, LLC
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(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) L. Timothy Fisher (SBN 191626), Bursor & Fisher, P.A., 1990 N. California Blvd., Suite 930, Walnut Creek, CA 94596 Telephone: (925) 300-4455	Attorneys (If Known)
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II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (Specify) **FAX** 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT **JURY DEMAND:** Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 15 U.S.C. Section 2301 et. seq. - Magnuson-Moss Act

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Fvel Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage-Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus-Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R R & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV12-7350

FOR OFFICE USE ONLY: Case Number _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s) _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s) _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A Arise from the same or closely related transactions, happenings, or events, or
 B Call for determination of the same or substantially related or similar questions of law and fact, or
 C For other reasons would entail substantial duplication of labor if heard by different judges, or
 D Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District, California County outside of this District, State if other than California, or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b)

County in this District *	California County outside of this District, State, if other than California, or Foreign Country
Shenique Route, Los Angeles County	

(b) List the County in this District, California County outside of this District, State if other than California, or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c)

County in this District *	California County outside of this District, State, if other than California, or Foreign Country
	Meade Johnson Nutrition Company, dba Mead Johnson & Company, LLC, Illinois

(c) List the County in this District, California County outside of this District, State if other than California, or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District *	California County outside of this District, State, if other than California, or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X SIGNATURE OF ATTORNEY (OR PROPRIETOR) *J. Perry* Date August 27, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935f(b))
862	BI	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended, plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))