

NATURE OF THE ACTION

1. This is a class action against Johnson & Johnson Consumer Companies, Inc. (“Defendant” or “Johnson & Johnson”) concerning Aveeno ® brand Baby Natural Protection Lotion Sunscreen with Broad Spectrum: SPF 30 and SPF 50, Aveeno ® brand Natural Protection Lotion Sunscreen with Broad Spectrum: SPF 30 and SPF 50 (the “Lotion Products”), Aveeno ® brand Baby Natural Protection Face Stick with Broad Spectrum: SPF 50 and SPF 50+ (the “Bar Products”) (collectively, the “Products”). This action seeks to remedy the unfair and deceptive business practices arising from the marketing and sale of the Products as natural.¹ The Products’ principal display panels (“PDP”) state, “natural protection” and “100% naturally sourced sunscreen ingredients.” This statement is false and/or misleading to a reasonable consumer because, as set forth more fully herein, the Products contain unnatural, synthetic ingredients and, therefore, are not “100% naturally sourced” or natural.

2. Plaintiffs and the Class paid a premium for the Products over comparable sunscreen products that did not purport to be “natural.” Instead of receiving a natural product, Plaintiffs and the Class received the Products, in direct contradiction to Defendant’s representations, which contained unnatural, synthetic ingredients.

JURISDICTION AND VENUE

3. This Court has original jurisdiction over the claims asserted herein individually and on behalf of the Class pursuant to 28 U.S.C. §1332, as amended in 2005 by the Class Action Fairness Act. Subject matter jurisdiction is proper because: (1) the amount in controversy in this class action exceeds five million dollars, exclusive of interest and costs; and (2) a substantial number of the members of the proposed class are citizens of a state different from that of Defendant. Personal jurisdiction is proper as Defendant is domiciled in New Jersey and has

¹ Natural is defined as “existing in or produced by nature: not artificial.” <http://www.merriam-webster.com/dictionary/natural>. “

purposefully availed itself of the privilege of conducting business activities within the State of New Jersey.

4. Venue is proper pursuant to 28 U.S.C. §1391(a) because a substantial part of the events or omissions giving rise to the claim occurred in this District.

PARTIES

5. Plaintiff Heidi Langan is a resident of Trumbull, Connecticut and an individual consumer. Langan purchased Aveeno Baby Natural Protection Lotion Sunscreen with Broad Spectrum SPF 30 at Stop and Shop in Trumbull, Connecticut in 2012 for her five-year old son. Langan, like all Class members, paid a premium for the Products over comparable sunscreen products that do not purport to be natural.

6. Plaintiff Kristin Bentz is a resident of Phoenix, Arizona and an individual consumer. Bentz purchased Aveeno Baby Natural Protection Lotion Sunscreen with Broad Spectrum SPF 30 and Aveeno Baby Natural Protection Face Stick with Broad Spectrum SPF 50+ at Safeway, Costco and/or CVS stores in Phoenix, Arizona in 2011-2012 for her four-year old twins. Bentz, like all Class members, paid a premium for the Products over comparable sunscreen products that do not purport to be natural.

7. Defendant Johnson & Johnson Consumer Companies, Inc. is a corporation organized and existing under the laws of the State of New Jersey, with its headquarters and principal place of business at Grandview Road, Skillman, New Jersey, 08558.

SUBSTANTIVE ALLEGATIONS

8. Consumers have become increasingly concerned about the effects of synthetic and chemical ingredients in food, cleaning, bath and beauty, and everyday household products. Companies such as Johnson & Johnson have capitalized on consumer appetite for “natural

products.” Indeed, consumers are willing to pay, and have paid, a premium for products branded “natural” over ordinary products that contain synthetic ingredients. In 2010, for example, nationwide sales of natural products totaled \$117 billion.²

9. Aveeno is a brand of body care, facial care, hair care, baby care and sun care products manufactured and marketed by Johnson & Johnson and sold in drugstores, grocery stores and discount stores nationwide.

10. Defendant falsely represents that the Products are natural, when they contain unnatural, synthetic ingredients.

11. The phrases “natural protection” and “100% naturally sourced sunscreen ingredients” appear prominently on the PDP of each Product.

12. Upon information and belief, in December 2012 or January 2013 Aveeno changed the formulation of the Lotion Products to SPF 50 from SPF 30 and changed the look of the packaging of all the Products. The Products’ ingredients remain the same and the misleading language remains prominently placed on the PDP of each product:

²http://www.npainfo.org/NPA/About_NPA/NPA/AboutNPA/AbouttheNaturalProductsAssociation.aspx?hkey=8d3a15ab-f44f-4473-aa6e-ba27ccebcb8

a. **Former product packaging:**



b. Current product packaging:



13. The phrases “natural protection” and “100% naturally sourced sunscreen ingredients” constitute representations to a reasonable consumer that the Products contain only natural ingredients. The phrases “natural protection” and “100% naturally sourced sunscreen ingredients” are misleading to a reasonable consumer because the Products actually contain numerous unnatural, synthetic ingredients.

14. The Lotion Products not only contain ingredients that are not “natural,” but also contain ingredients that have a high risk of contamination by ingredients such as 1,4 dioxane, a chemical that is “likely to be carcinogenic to humans.”³

³ <http://www.epa.gov/IRIS/subst/0326.htm>

15. Defendant's false and misleading representations are particularly egregious because many of the Products are marketed for use on babies.

THE UNNATURAL INGREDIENTS

16. In direct contradiction of Defendant's misrepresentations, the Products contain the following unnatural ingredients:

a. The Lotion Products all contain the following unnatural, synthetic ingredients:

- i. *Acrylates/Dimethicone Copolymer*- a synthetic anticaking and film forming agent.⁴
- ii. *Arachidyl Glucoside*- a synthetic surfactant.
- iii. *Behenyl Alcohol*- also known as docosanol, is used as an emollient, emulsifier and thickener in cosmetics and is the active ingredient in Abreva cold sore medication.
- iv. *Butylene Glycol*- a synthetic humectant (a substance that retains moisture).⁵
- v. *C12-15 Alkyl Benzoate*- a synthetic skin conditioning agent made from benzoic acid and long-chain alcohols.⁶
- vi. *Cetyl Dimethicone*- a synthetic silicone-based polymer.⁷
- vii. *Chlorphenesin*- a synthetic preservative.⁸
- viii. *Dimethicone*- a synthetic silicon-based polymer used as a lubricant and conditioning agent.⁹
- ix. *Dimethylimidazolidinone Rice Starch*- a synthetic ingredient used for viscosity control made by reacting 1,3-dimethyl-4, 5-dihydroxy-2-imidazolidinone with rice starch.¹⁰

⁴ http://www.ewg.org/skindeep/ingredient/700147/ACRYLATES%3B%3B_DIMETHICONE_COPOLYMER/

⁵ http://www.ewg.org/skindeep/ingredient/700861/BUTYLENE_GLYCOL/

⁶ http://www.ewg.org/skindeep/ingredient/700898/C12-15_ALKYL_BENZOATE/

⁷ http://www.ewg.org/skindeep/ingredient/701266/CETYL_DIMETHICONE/

⁸ <http://www.ewg.org/skindeep/ingredient/701327/CHLORPHENESIN/>

⁹ <http://www.ewg.org/skindeep/ingredient/702011/DIMETHICONE/>

¹⁰ http://www.ewg.org/skindeep/ingredient/702073/DIMETHYLIMIDAZOLIDINONE_RICE_STARCH/

- x. **Dipropylene Glycol Dibenzoate**- a synthetic chemical compound used as an emollient and skin conditioning agent.¹¹
- xi. **Ethylhexylglycerin**- a synthetic skin conditioning agent and weak preservative.¹²
- xii. **Hydroxyethyl Acrylate/Sodium Acryloyldimethyl Taurate Copolymer**- a synthetic emulsion stabilizer.¹³
- xiii. **Hydroxyphenyl Propamidobenzoic Acid**- a synthetic oat ingredient used to boost the efficacy of natural oat.
- xiv. **PEG-100 Stearate**- a synthetic surfactant with contamination hazards from carcinogens ethylene oxide and 1,4 dioxane.¹⁴
- xv. **PEG-8**- a synthetic humectant and solvent with contamination hazards from carcinogens ethylene oxide and 1,4 dioxane.¹⁵
- xvi. **Pentylene Glycol**- a synthetic solvent and skin conditioning agent.¹⁶
- xvii. **Polyaminopropyl Biguanide**- a synthetic preservative.¹⁷
- xviii. **Polyhydroxystearic Acid**- a synthetic suspending agent.¹⁸
- xix. **Polysorbate 60**- a synthetic surfactant and emulsifier with contamination hazards from carcinogens ethylene oxide and 1,4-dioxane.¹⁹
- xx. **PPG-15 Stearyl Ether Benzoate**- a synthetic skin conditioning agent and emollient.²⁰
- xxi. **Styrene/Acrylates Copolymer**- a synthetic film forming agent.²¹
- xxii. **Triethoxycaprylylsilane**- a synthetic silicone-based binder.²²

¹¹ http://www.ewg.org/skindeep/ingredient/702124/DIPROPYLENE_GLYCOL_DIBENZOATE/

¹² http://www.ewg.org/skindeep/ingredient/702120/DIPOTASSIUM_GLYCYRRHIZATE/

¹³ <http://www.ewg.org/skindeep/ingredient.php?ingred06=703053>

¹⁴ http://www.ewg.org/skindeep/ingredient/721388/PEG-100_STEARATE/

¹⁵ <http://www.ewg.org/skindeep/ingredient/704655/PEG-8/>

¹⁶ http://www.ewg.org/skindeep/ingredient/704753/PENTYLENE_GLYCOL/

¹⁷ <http://www.ewg.org/skindeep/ingredient.php?ingred06=704962>

¹⁸ <http://www.ewg.org/skindeep/ingredient.php?ingred06=705059>

¹⁹ <http://www.ewg.org/skindeep/ingredient/705139/POLYSORBATE-60/>

²⁰ http://www.ewg.org/skindeep/ingredient/705249/PPG-15_STEARYL_ETHER_BENZOATE/

²¹ http://www.ewg.org/skindeep/ingredient/706353/STYRENE%3B%3B_ACRYLATES_COPOLYMER/

²² <http://www.ewg.org/skindeep/ingredient/706643/TRIETHOXYCAPRYLYLSILANE/>

xxiii. *Trisiloxane*- a synthetic antifoaming agent.²³

b. The Bar Products contain the following unnatural, synthetic ingredients:

- i. *BHT*- a synthetic antioxidant preservative that the European Food Safety Authority has classified as a known immune toxicant or allergen with evidence of carcinogenicity.²⁴
- ii. *C12 15 Alkyl Benzoate*- see above.
- iii. *Dimethicone* – see above.
- iv. *Dipropylene Glycol Dibenzoate*- see above.
- v. *Ethylhexylglycerin*- see above.
- vi. *Octyldodecyl Neopentanoate* – a synthetic skin conditioning agent.²⁵
- vii. *Phenyl Trimethicone*- a synthetic silicone-based polymer.²⁶
- viii. *Polyethylene*- a synthetic polymer used as a film-former and viscosity controller.²⁷
- ix. *Polyhydroxystearic Acid*- see above.
- x. *PPG 15 Stearyl Ether Benzoate*- see above.
- xi. *Triethoxycaprylylsilane*- see above.

17. Upon information and belief, all of the sales and marketing concepts, plans, communications and materials concerning the Products were conceived of, written and approved and implemented by Defendant's employees located at Defendant's headquarters in New Jersey. In particular, the misrepresentations on the PDPs alleged above were conceived of, written and

²³ <http://www.ewg.org/skindeep/ingredient/706714/TRISILOXANE/>

²⁴ <http://www.ewg.org/skindeep/ingredient/700741/BHT/>

²⁵ http://www.ewg.org/skindeep/ingredient/704237/OCTYLDODECYL_NEOPENTANOATE/

²⁶ <http://www.ewg.org/skindeep/ingredient.php?ingred06=704817>

²⁷ <http://www.ewg.org/skindeep/ingredient/704981/POLYETHYLENE/>

approved and implemented by Defendant’s employees located at Defendant’s headquarters in New Jersey.

18. As set forth herein, Plaintiffs and the class suffered an ascertainable loss in at least the following amounts, in that they paid a premium for the Products over comparable sunscreen products that are not marketed as “natural:”

	Lotion Products (\$10.99/3 fl oz) ²⁸ Price per ounce	\$3.66
Comparable unnatural product	Aveeno Continuous Protection Sunblock SPF 55(\$10.49/4 fl oz) ²⁹ Price per ounce	\$2.62
	Premium paid per ounce	\$1.04
	<i>Premium paid per 3 fl oz product</i>	\$3.12

	Bar Products (\$9.99/.5 fl oz) ³⁰ Price per ounce	\$19.98
Comparable unnatural product	Banana Boat Baby Sunscreen Stick (\$4.99/.55 fl oz) ³¹ Price per ounce	\$9.07
	Premium paid per ounce	\$10.91
	<i>Premium paid per .5 fl oz product</i>	\$5.46

²⁸ <http://www.drugstore.com/aveeno-active-naturals-baby-natural-protection-spf-50-lotion/qxp461258?catid=184131>, <http://www.drugstore.com/aveeno-active-naturals-natural-protection-spf-50-lotion/qxp461262?catid=184131>; <http://www.drugstore.com/aveeno-active-naturals-natural-protection-mineral-block-sunscreen-lotion-spf-30/qxp328496?catid=184131>

²⁹ <http://www.drugstore.com/aveeno-sunblock-lotion-continuous-protection-spf-55/qxp163896?catid=184131>

³⁰ <http://www.drugstore.com/aveeno-baby-natural-protection-mineral-block-face-stick-spf-50/qxp328495?catid=184131>

³¹ <http://www.drugstore.com/banana-boat-baby-faces-sunblock-stick-spf-50/qxp215016?catid=184131>

CLASS ACTION ALLEGATIONS

19. Plaintiffs bring this action individually and as a class action pursuant Federal Rules of Civil Procedure Rule 23 on behalf of themselves and the class (the “Class” or “Nationwide Class”) defined as follows:

All purchasers of the Products in the United States during the applicable statute of limitations period. Specifically excluded from this Class are Defendant; the officers, directors or employees of Defendant; any entity in which Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of Defendant. Also excluded are the judge to whom this case is assigned and any member of the judge’s immediate family.

20. In addition and/or in the alternative to the Nationwide Class, Langan seeks to represent the following subclass (the “Connecticut Subclass”):

All residents and/or purchasers of the Products in the State of Connecticut during the applicable statute of limitations period. Specifically excluded from this Class are Defendant; the officers, directors or employees of Defendant; any entity in which Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of Defendant. Also excluded are the judge to whom this case is assigned and any member of the judge’s immediate family.

21. In addition and/or in the alternative to the Nationwide Class, Bentz seeks to represent the following subclass (the “Arizona Subclass”):

All residents and/or purchasers of the Products in the State of Arizona during the applicable statute of limitations period. Specifically excluded from this Class are Defendant; the officers, directors or employees of Defendant; any entity in which Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of Defendant. Also excluded are the judge to whom this case is assigned and any member of the judge’s immediate family.

22. Upon information and belief, the Class is sufficiently numerous, as it includes thousands of persons who have purchased the Products.

23. There are questions of law and fact common to the Class and these questions predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to:

- a. whether Defendant advertises or markets the Products in a way that is unfair, deceptive, false or misleading to a reasonable consumer;
- b. whether, by the misconduct set forth in this Complaint, Defendant has engaged in unfair, deceptive, or unlawful business practices with respect to the advertising, marketing, and sales of its Products;
- c. with respect to the Nationwide Class, whether Defendant violated the New Jersey Consumer Fraud Act, N.J.S.A. § 58:8-1, *et seq.*;
- d. whether Plaintiffs and Class members conveyed a benefit on Defendant by purchasing the Products;
- e. whether Defendant has been unjustly enriched in retaining the revenues derived from those purchases of the Products due to the misrepresentations and the resulting injury to Plaintiffs and Class members as alleged above;
- f. whether Defendant's retention of such revenues under these circumstances is unjust and inequitable;
- g. with respect to the Connecticut Subclass, whether Defendant violated the Connecticut Unfair Trade Practices Act, 42 C.G.S. § 42-110a, *et seq.*;
- h. with respect to the Arizona Subclass, whether Defendant violated the Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-1521, *et seq.*; and

- i. whether, as a result of Defendant's misconduct as alleged herein, Plaintiffs and the Class are entitled to restitution, injunctive and/or monetary relief.

24. Plaintiffs will fairly and adequately represent the Class and have retained counsel experienced and competent in the prosecution of consumer and class action litigation. Plaintiffs have no interests antagonistic to those of other members of the Class. Plaintiffs are committed to the vigorous prosecution of this action and have retained counsel experienced in litigation of this nature to represent them. Plaintiffs anticipate no difficulty in the management of this litigation as a class action.

25. Plaintiffs' claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendant's wrongful conduct.

26. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Because of the amount of the individual Class member's claims relative to the complexity of the litigation and the financial resources of the Defendant, few, if any, members of the Class would seek legal redress individually for the wrongs complained of here. Absent a class action, Class members will continue to suffer damages and Defendant's misconduct will proceed without remedy.

FIRST CAUSE OF ACTION

**Asserted by Plaintiffs on Behalf of the Nationwide Class
(Violations of New Jersey Consumer Fraud Act (“CFA”), N.J.S.A. § 56:8-1 *et seq.*)**

27. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

28. Plaintiffs are “persons” and “consumers” within the meaning of the CFA.

29. Defendant’s misrepresentation that the Products were natural was false and misleading to a reasonable consumer because the Products contained unnatural, synthetic ingredients.

30. In violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.*, Johnson & Johnson has used and employed unconscionable commercial practices, deception, fraud, misrepresentations and/or the knowing concealment, suppression, and/or omission of material facts concerning the ingredients in the Products. The foregoing acts, omissions and representations directly, foreseeably and proximately caused Plaintiffs and the Class to suffer an ascertainable loss when they paid a premium for the Products represented to be natural, in comparison to products that did not purport to be natural.

31. The unfair and deceptive trade acts and practices of Defendant have directly, foreseeably, and proximately caused damages and injury to Plaintiffs and the other members of the Class.

SECOND CAUSE OF ACTION

**Asserted by Langan on behalf of the Connecticut Subclass
(Violation of Connecticut Unfair Trade Practices Act (“CUTPA”), 42 C.G.S. § 42-110a, *et seq.*)**

32. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

33. Plaintiff Langan is a “person” within the meaning of CUTPA.

34. Defendant’s misrepresentation that the Products were natural was false and misleading to a reasonable consumer because the Products contained unnatural, synthetic ingredients.

35. Defendant has engaged in unfair or deceptive practices within the meaning of C.G.S. § 42-110(b) by misrepresenting that the Products were natural when they contained unnatural, synthetic ingredients.

36. The foregoing acts, omissions and representations directly, foreseeably and proximately caused Plaintiff Langan and the Connecticut Subclass to suffer an ascertainable loss when they paid a premium for the Products represented to be natural, in comparison to products that did not purport to be natural.

37. The unfair and deceptive trade acts and practices of Defendant have directly, foreseeably, and proximately caused an ascertainable loss to Plaintiff and the other members of the Connecticut Subclass.

THIRD CAUSE OF ACTION

**Asserted by Bentz on behalf of the Arizona Subclass
(Violation of Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-1521, *et seq.*)**

38. The foregoing allegations are realleged and incorporated by reference as if fully set forth herein.

39. Defendant is a “person” within the meaning of Ariz. Rev. Stat. § 44-1521(6).

40. The Products are “merchandise” within the meaning of Ariz. Rev. Stat. § 44-1521(5).

41. Defendant has engaged in unlawful practices within the meaning of Ariz. Rev. Stat. § 44-1522 by misrepresenting that the Products were natural when they contained unnatural, synthetic ingredients.

42. Defendant's misrepresentation that the Products were natural was false and misleading to a reasonable consumer because the Products contained unnatural, synthetic ingredients.

43. The foregoing acts, omissions and representations directly, foreseeably and proximately caused Plaintiff Bentz and the Arizona Subclass to suffer an ascertainable loss when they paid a premium for the Products represented to be natural, in comparison to products that did not purport to be natural.

44. The unfair and deceptive trade acts and practices of Defendant have directly, foreseeably, and proximately caused an ascertainable loss to Plaintiff Bentz and the other members of the Arizona Subclass.

FOURTH CAUSE OF ACTION
Asserted by Plaintiffs on behalf of Nationwide Class
(Unjust Enrichment)

45. The foregoing allegations are realleged and incorporated by reference as if fully set forth herein.

46. Plaintiffs and the Class conveyed a benefit on Defendant by purchasing the Products.

47. Defendant has been unjustly enriched in retaining the revenues derived from those purchases of the Products due to the misrepresentations and the resulting injury to Plaintiffs and the Class as alleged above.

48. Defendant's retention of such revenues under these circumstances is unjust and inequitable.

49. Because Defendant's retention of the non-gratuitous benefit conferred on it by Plaintiffs and Class members is unjust and inequitable, Plaintiffs and Class members are entitled to restitution and other proper equitable relief.

NOTICE TO ATTORNEY GENERAL OF ACTION

A copy of this Complaint shall be mailed to the Attorney General of the State of New Jersey within ten days after filing with the Court pursuant to N.J.S.A. 56:8-20.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgment against Defendant Johnson & Johnson as follows:

- (a) For an Order certifying the Nationwide Class, the Arizona Subclass and the Connecticut Subclass under Rule 23, and appointing Plaintiffs as Class Representatives and their attorneys as Class Counsel;
- (b) for an order declaring that Defendant's conduct violates the statutes referenced herein;
- (c) for compensatory damages in favor of Plaintiffs and the other members of the Class and against Defendant for damages under the statutory and common laws as alleged herein;
- (d) for treble damages, reasonable attorneys' fees, filing fees, and the reasonable costs of suit;
- (e) for injunctive relief as pleaded or as the Court may deem proper;
- (f) for punitive damages as the Court deems proper;

- (g) for equitable restitution;
- (h) for pre- and post-judgment interest;
- (i) for costs and disbursements incurred in connection with this action, including experts' fees;
- (j) for such other and further relief as the Court deems just and proper.

JURY DEMAND

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

Dated: January 29, 2013

LITE DEPALMA GREENBERG, LLC

By: /s/ Joseph J. DePalma
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Attorneys for Plaintiffs

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Plaintiffs, by their attorneys, hereby certify that to the best of their knowledge, the matter in controversy is not related to any other action. Plaintiffs are not currently aware of any other party who should be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 29, 2013

LITE DEPALMA GREENBERG, LLC

By: /s/ Joseph J. DePalma
Joseph J. DePalma
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CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
HEIDI LANGAN and KRISTIN BENTZ
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, Telephone Number, and Email Address)
Lite DePalma Greenberg, LLC, Two Gateway Center, Suite 1201, Newark, New Jersey 07102; (973) 623-3000; idpalma@litedepalma.com

DEFENDANTS
JOHNSON & JOHNSON CONSUMER COMPANIES, INC.
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation
PTF DEF
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. 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)
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §1332
Brief description of cause:
consumer fraud

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: X Yes [] No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 01/29/2013 SIGNATURE OF ATTORNEY OF RECORD /s/ Joseph J. DePalma

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

LITE DEPALMA GREENBERG, LLC
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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

HEIDI LANGAN and KRISTIN BENTZ :
on behalf of themselves :
and all others similarly situated, :
:
Plaintiffs, :
:
vs. :
:
JOHNSON & JOHNSON CONSUMER :
COMPANIES, INC. :
Defendant. :
:
_____ :

Civil Action No. _____

**CERTIFICATE OF
NON-ARBITRABILITY**

JOSEPH J. DEPALMA, of full age, certifies that pursuant to L. Civ. R. 201.1 the within matter is not arbitrable, being that the Complaint seeks damages that are in an excess of \$150,000.

Date: January 29, 2013

/s/ Joseph J. DePalma
Joseph J. DePalma