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

CAMILLE CABRERA, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

BAYER HEALTHCARE LLC and  
BAYER CORPORATION,

Defendants.

Case No.: 2:17-cv-08525

**CLASS ACTION COMPLAINT**

- 1. Violation of California Civil Code §1750, *et seq.***
- 2. Violation of California Business and Professions Code § 17200, *et seq.***
- 3. Violation of California Business and Professions Code § 17500, *et seq.***
- 4. Breach of Express Warranty**
- 5. Breach of Implied Warranty**
- 6. Common Law Fraud**
- 7. Intentional Misrepresentation**
- 8. Negligent Misrepresentation**
- 9. Quasi-Contract/Unjust Enrichment/Restitution**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

1 Plaintiff Camille Cabrera (“Plaintiff”) by and through her counsel, brings this  
2 Class Action Complaint against Bayer HealthCare LLC and Bayer Corporation  
3 (“Defendants”), on behalf of herself and all others similarly situated, and alleges upon  
4 personal knowledge as to her own actions, and upon information and belief as to  
5 counsel’s investigations and all other matters, as follows:

6 **NATURE OF THE ACTION**

7 1. Plaintiff brings this consumer protection and false advertising class action  
8 lawsuit against Defendants, based on Defendants’ false and misleading business  
9 practices with respect to the marketing and sale of its Flintstones™ Gummies Complete  
10 Children’s Multivitamin Supplement and Flintstones™ Sour Gummies Complete  
11 Children’s Multivitamin Supplement (the “Product(s)”)¹.

12 2. At all relevant times, Defendants have formulated, manufactured, labeled,  
13 marketed, and sold the Products as “Complete” multivitamin supplements,  
14 representing that the Products contain all the vitamins.

15 3. However, unbeknownst to consumers, the Products do not contain  
16 Vitamin K, Vitamin B<sub>1</sub> (thiamine), Vitamin B<sub>2</sub> (riboflavin), and Vitamin B<sub>3</sub> (niacin)  
17 (collectively referred to as the “Missing Vitamins”).

18 4. Therefore, the Products fails to conform with a statement of quality made  
19 in Defendants’ labeling because the Products are not “Complete” multivitamin  
20 supplements, as represented by Defendants.

21 5. Plaintiff and other consumers purchased the Products, reasonably relying  
22 on Defendants’ deceptive representation about the Products, and believing that the  
23 Products contained all the vitamins. Had Plaintiff and other consumers known that the  
24 Products did not contain the Missing Vitamins they would not have purchased the  
25 Products or would have paid significantly less for the Products. Therefore, Plaintiff  
26 and consumers have suffered injury in fact as a result of Defendants’ deceptive  
27

28 <sup>1</sup> Depicted *infra* in paragraph 20.

1 practices.

2 6. Plaintiff brings this class action lawsuit on behalf of herself and all others  
3 similarly situated. Plaintiff seeks to represent a California Subclass, a California  
4 Consumer Subclass, and a Nationwide Class (defined *infra* in paragraphs 32-34)  
5 (collectively referred to as “Classes”).

6 7. Plaintiff, on behalf of himself and other consumers, is seeking damages,  
7 restitution, declaratory and injunctive relief, and all other remedies the court deems  
8 appropriate.

### 9 **JURISDICTION AND VENUE**

10 8. This Court have subject matter jurisdiction pursuant to 28 U.S.C. §  
11 1332(d)(2)(A) because this case is a class action where the aggregate claims of all  
12 members of the proposed Classes are in excess of \$5,000,000, exclusive of interests  
13 and costs, and Plaintiff, as well as most members of the proposed Classes, which total  
14 more than 100 class members, are citizens of states different from the state of  
15 Defendants.

16 9. This Court have personal jurisdiction over Defendants because  
17 Defendants have sufficient minimum contacts in California or otherwise intentionally  
18 did avail themselves of the markets within California, through their sale of the Products  
19 in California and to California consumers.

20 10. Venue is proper in this District pursuant to 28 U.S.C. 1391(b)(2) because  
21 a substantial part of the events giving rise to this action occurred in this District.

### 22 **PARTIES**

23 11. Plaintiff Camille Cabrera is a citizen of California, residing in Los  
24 Angeles County. In March 2017, Ms. Cabrera purchased the Flintstones™ Gummies  
25 Complete Children’s Multivitamin Supplement at Target in Los Angeles County. Ms.  
26 Cabrera purchased the Product, reasonably relying on the Defendants’ “Complete”  
27 representation on the Product and believing that the Product contained all the vitamins.  
28

1 Ms. Cabrera would not have purchased the Product or would have paid significantly  
2 less for the Product had she known that the Product did not contain the Missing  
3 Vitamins. Ms. Cabrera therefore suffered injury in fact and lost money as a result of  
4 Defendants' misleading, false, unfair, and fraudulent practices, as described herein.  
5 Despite being deceived by Defendants, Ms. Cabrera wishes and is likely to continue  
6 purchasing complete multivitamin products in the future, including the Products, but  
7 only if they will contain all the vitamins. Although Ms. Cabrera regularly visits stores  
8 where Defendants' multivitamins are sold, because she was deceived in the past by  
9 Defendants, absent an injunction, she will be unable to rely with confidence on  
10 Defendants' representations in the future and will therefore abstain from purchasing  
11 the Products, even though she would like to purchase them. In addition, members of  
12 the proposed classes run the risk of continuing to purchase the Products, under the  
13 assumption that the Products contain the Missing Vitamins. Until Defendants  
14 reformulate the Products or Defendants are enjoined from making further false and  
15 misleading representations, Plaintiff and other consumers will continue to bear this  
16 ongoing injury.

17 12. Defendant Bayer Corporation is incorporated in Indiana, with its principal  
18 place of business in Whippany, New Jersey. Defendant Bayer Corporation, directly  
19 and/or through its agents, formulates, manufactures, labels, markets, distributes, and  
20 sells the Products nationwide, including in California. Defendant Bayer Corporation  
21 has maintained substantial distribution and sales in this District.

22 13. Defendant Bayer HealthCare LLC is a Delaware LLC with its principal  
23 place of business in Whippany, New Jersey. Defendant Bayer HealthCare LLC  
24 directly and/or through its agents, formulates, manufactures, labels, markets,  
25 distributes, and sells the Products nationwide, including in California. Defendant  
26 Bayer HealthCare LLC has maintained substantial distribution and sales in this District.  
27 Defendants Bayer Corporation and Bayer HealthCare LLC maintain their U.S.  
28

headquarters for research and development in Berkeley, California, and maintain a presence in over 30 cities in California.

## **FACTUAL ALLEGATIONS**

### **I. Background On Vitamins**

14. The FDA has also stated that “[v]itamins are essential nutrients that contribute to a healthy life” and that “[t]here are 13 vitamins that the body absolutely needs: vitamins A, C, D, E, **K**, and the B vitamins (**thiamine, riboflavin, niacin**, pantothenic acid, biotin, vitamin B-6, vitamin B-12 and folate).”<sup>2</sup> (emphases added).

15. **Vitamin K** is important for blood clotting and healthy bones.<sup>3</sup> Vitamin K functions as a coenzyme for vitamin K-dependent carboxylase, an enzyme required for the synthesis of proteins involved in hemostasis (blood clotting) and bone metabolism, and other diverse physiological functions.<sup>4</sup> According to Defendants, “Vitamin K, known as the ‘clotting vitamin,’ plays an important role in wound healing and bone metabolism.”<sup>5</sup>

16. **Vitamin B<sub>1</sub> (thiamin)** plays an important role in energy metabolism and the growth, development, and function of the cells in the human body.<sup>6</sup> Vitamin B<sub>1</sub> is important for muscle function and a healthy nervous system.<sup>7</sup> According to Defendants, “Thiamin... helps the body metabolize protein and carbohydrates to produce energy. It is important for normal functioning of the nervous system.”<sup>8</sup>

17. **Vitamin B<sub>2</sub> (riboflavin)** is an essential component of coenzymes that

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<sup>2</sup> <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm118079.htm> (last visited on November 21, 2017).

<sup>3</sup> <https://ods.od.nih.gov/factsheets/VitaminK-Consumer/> (last visited on November 21, 2017).

<sup>4</sup> <https://ods.od.nih.gov/factsheets/VitaminK-HealthProfessional/> (last visited on November 21, 2017).

<sup>5</sup> <https://www.flintstonesvitamins.com/about-our-nutrients/> (last visited on November 21, 2017).

<sup>6</sup> <https://ods.od.nih.gov/factsheets/Thiamin-HealthProfessional/> (last visited on November 21, 2017).

<sup>7</sup> <https://ods.od.nih.gov/HealthInformation/dictionary.aspx> (last visited on November 21, 2017).

<sup>8</sup> <https://www.flintstonesvitamins.com/about-our-nutrients/> (last visited on November 21, 2017).

1 “play major roles in energy Production; cellular function, growth, and development;  
2 and metabolism of fats, drugs, and steroids.”<sup>9</sup> According to Defendants, “Riboflavin is  
3 necessary for producing energy.”<sup>10</sup>

4 18. **Vitamin B<sub>3</sub> (niacin)** “helps the digestive system, skin, and nerves to  
5 function. It is also important for converting food to energy.”<sup>11</sup> According to  
6 Defendants, “[o]ne of the 8 B vitamins, niacin is found in every cell of the body and is  
7 necessary for helping convert food to energy.”<sup>12</sup>

## 8 **II. Defendants’ False And Misleading Advertising Of The Products**

9 19. At all relevant times, Defendants directly and/or through their agents, have  
10 formulated, manufactured, labeled, marketed, distributed, and sold the Products across  
11 California and the United States. The Products are sold in store and/or online at various  
12 retailers and pharmacies including, but not limited to, Target, Amazon.com,  
13 Walgreens, CVS, and Walmart.

14 20. As depicted below, Defendants conspicuously represent on the front panel  
15 of the Products’ labeling that each of the Products is a “Complete” multivitamin  
16 supplement.<sup>13</sup>

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22 <sup>9</sup> <https://ods.od.nih.gov/factsheets/Riboflavin-HealthProfessional/> (last visited on November 21,  
23 2017).

24 <sup>10</sup> <https://www.flintstonesvitamins.com/about-our-nutrients/> (last visited on November 21, 2017).

25 <sup>11</sup> <https://medlineplus.gov/ency/article/002409.htm> (last visited on November 21, 2017).

26 <sup>12</sup> <https://www.flintstonesvitamins.com/about-our-nutrients/> (last visited on November 21, 2017).

27 <sup>13</sup> <https://www.target.com/p/flintstones-complete-multivitamins-supplement-mixed-fruit-gummies-80ct/-/A-50419005#lnk=sametab> (last visited on November 21, 2017);

28 <https://www.target.com/p/flintstones-complete-multivitamin-supplement-sour-gummies-for-children-180ct/-/A-11201230#lnk=sametab&sneakTo=11201230> (last visited on November 21, 2017).

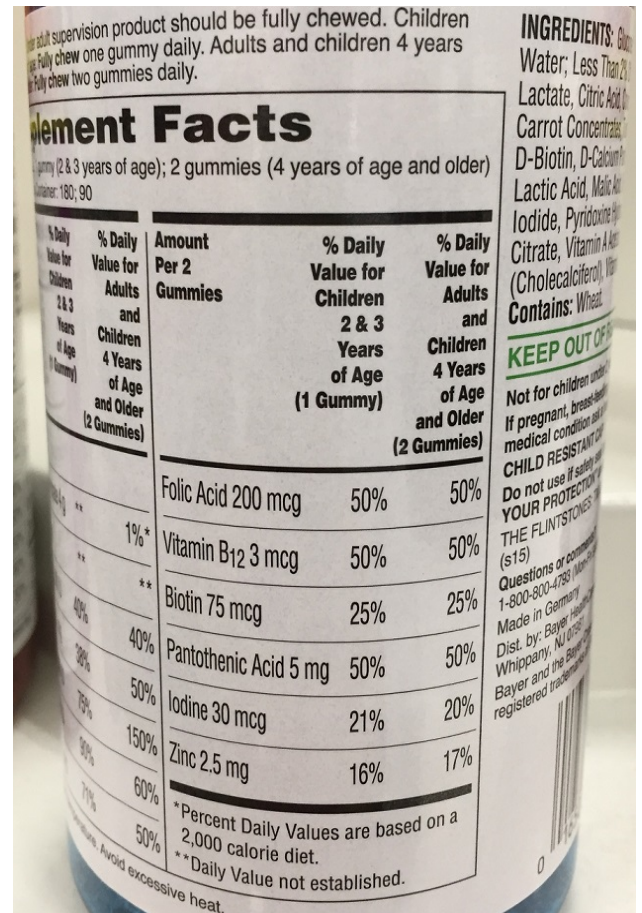
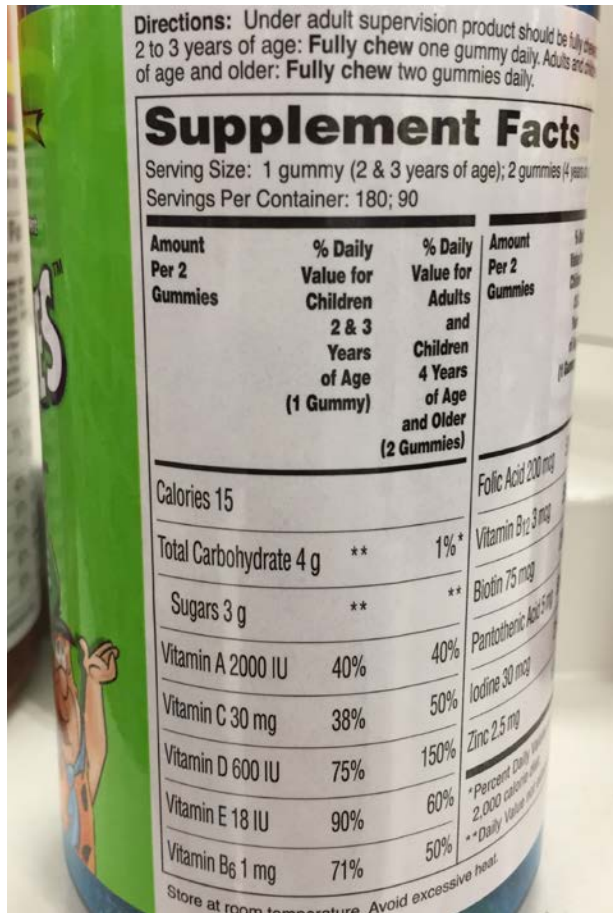












23. Defendants knew or should have known that the Products do not contain the Missing Vitamins because Defendants and/or their agents formulated and manufactured the Products.

24. Defendants knew or should have known that Plaintiff and other consumers, in purchasing the Products, would rely on Defendants' representation about the Products and would therefore reasonably believe that the Products contains all the vitamins.

25. In reasonable reliance on Defendants' "Complete" multivitamin supplement representation on the Products, and believing that the Products contain all

1 the vitamins, Plaintiff and other consumers purchased the Products.

2 26. Plaintiff and other consumers did not know, and had no reason to know,  
3 that the Products do not contain the Missing Vitamins. Plaintiff and other reasonable  
4 consumers are not expected to look beyond the representations on the front panel of  
5 the Products to confirm or refute those representations. Further, Plaintiff is not an  
6 expert in nutrition and dietary supplements and did not understand whether the list of  
7 vitamins on the Supplement Facts panel of the Products contains all vitamins or not.

8 27. Because the Products do not contain the Missing Vitamins, as reasonably  
9 expected by Plaintiff and other consumers, Defendants' uniform practice regarding the  
10 marketing and sale of the Products was and continues to be misleading and deceptive.

11 28. Each consumer has been exposed to the same or substantially similar  
12 deceptive practice, as at all relevant times, (1) Defendants uniformly represented on  
13 each of the Products that they were each a "Complete" multivitamin supplement, and  
14 (2) each of the Products did not contain the Missing Vitamins.

15 29. Plaintiff and other consumers have paid an unlawful premium for the  
16 Products. Plaintiff and other consumers would have paid significantly less for the  
17 Products had they known that they do not contain the Missing Vitamins. In the  
18 alternative, Plaintiff and other consumers would not have purchased the Products at all  
19 had they known that the Products do not contain the Missing Vitamins. Therefore,  
20 Plaintiff and other consumers purchasing the Products suffered injury in fact and lost  
21 money as a result of Defendants' false, misleading, unfair, and fraudulent practices, as  
22 described herein.

23 30. As a result of their misleading business practice, and the harm caused to  
24 Plaintiff and other consumers, Defendants should be required to pay for all damages  
25 caused to consumers, including Plaintiff. Furthermore, Defendants should be enjoined  
26 from engaging in these deceptive practices.

27 31. Despite being deceived by Defendants, Plaintiff wishes and is likely to  
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1 continue purchasing complete multivitamin products in the future, including the  
2 Products, but only if they will contain all the vitamins. Although Plaintiff regularly  
3 visits stores where Defendants' multivitamins are sold, because she was deceived in  
4 the past by Defendants, absent an injunction, she will be unable to rely with confidence  
5 on Defendants' representations in the future and will therefore abstain from purchasing  
6 the Products, even though she would like to purchase them. In addition, members of  
7 the proposed classes run the risk of continuing to purchase the Products, under the  
8 assumption that the Products contain the Missing Vitamins. Until Defendants  
9 reformulate the Products or Defendants are enjoined from making further false and  
10 misleading representations, Plaintiff and other consumers will continue to bear this  
11 ongoing injury.

### 12 **CLASS ACTION ALLEGATIONS**

13 32. Plaintiff brings this case as a class action that may be properly maintained  
14 under Federal Rule of Civil Procedure 23 on behalf of herself and all persons in the  
15 United States, who within the relevant statute of limitations periods, purchased any of  
16 the Products ("Nationwide Class").

17 33. Plaintiff also seeks to represent a subclass defined as all California  
18 residents, who within the relevant statute of limitations periods, purchased any of the  
19 Products ("California Subclass").

20 34. Plaintiff also seeks to represent a subclass defined as all California  
21 residents, who within the relevant statute of limitations periods, purchased any of the  
22 Products for personal, family, or household purposes ("California Consumer  
23 Subclass").

24 35. Excluded from the Classes are Defendants, the officers and directors of  
25 the Defendants at all relevant times, members of their immediate families and their  
26 legal representatives, heirs, successors or assigns and any entity in which Defendants  
27 has or had a controlling interest. Any judge and/or magistrate judge to whom this  
28



1 action is assigned and any members of such judges' staffs and immediate families are  
2 also excluded from the Classes. Also excluded from the Classes are persons or entities  
3 that purchased the Products for sole purposes of resale.

4 36. Plaintiff hereby reserves the right to amend or modify the class definitions  
5 with greater specificity or division after having had an opportunity to conduct  
6 discovery.

7 37. Plaintiff is a member of all Classes.

8 38. Numerosity: Defendants have sold millions of units of the Products. The  
9 Products is sold in store and/or online at various retailers and pharmacies including,  
10 but not limited to, Target, Amazon.com, Walgreens, CVS, and Walmart. Accordingly,  
11 members of the Classes are so numerous that their individual joinder herein is  
12 impractical. While the precise number of class members and their identities are  
13 unknown to Plaintiff at this time, the number may be determined through discovery.

14 39. Common Questions Predominate: Common questions of law and fact  
15 exist as to all members of the Classes and predominate over questions affecting only  
16 individual class members. Common legal and factual questions include, but are not  
17 limited to, whether or not the Products were misleadingly advertised as "Complete"  
18 multivitamin supplements and whether the Products contain the Missing Vitamins.

19 40. Typicality: Plaintiff's claims are typical of the claims of the Classes she  
20 seeks to represent in that Plaintiff and members of the Classes were all exposed to the  
21 same or substantially similar false and misleading representation, purchased the  
22 Products relying on the uniform false and misleading representations, and suffered  
23 losses as a result of such purchases.

24 41. Adequacy: Plaintiff is an adequate representative of the Classes because  
25 her interests do not conflict with the interests of the members of the Classes she seeks  
26 to represent, she has retained competent counsel experienced in prosecuting class  
27 actions, and she intends to prosecute this action vigorously. The interests of the  
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1 members of the Classes will be fairly and adequately protected by the Plaintiff and her  
2 counsel.

3 42. Superiority: A class action is superior to other available means for the fair  
4 and efficient adjudication of the claims of the members of the Classes. The size of  
5 each claim is too small to pursue individually and each individual Class member will  
6 lack the resources to undergo the burden and expense of individual prosecution of the  
7 complex and extensive litigation necessary to establish Defendants' liability.  
8 Individualized litigation increases the delay and expense to all parties and multiplies  
9 the burden on the judicial system presented by the complex legal and factual issues of  
10 this case. Individualized litigation also presents a potential for inconsistent or  
11 contradictory judgments. The class action mechanism is designed to remedy harms  
12 like this one that are too small in value, although not insignificant, to file individual  
13 lawsuits for.

14 43. This lawsuit is maintainable as a class action under Federal Rule of Civil  
15 Procedure 23(b)(2) because Defendants have acted or refused to act on grounds that  
16 are generally applicable to the class members, thereby making final injunctive relief  
17 appropriate with respect to all Classes.

18 44. This lawsuit is maintainable as a class action under Federal Rule of Civil  
19 Procedure 23(b)(3) because the questions of law and fact common to the members of  
20 the Classes predominate over any questions that affect only individual members, and  
21 because the class action mechanism is superior to other available methods for the fair  
22 and efficient adjudication of the controversy.

23 **FIRST CLAIM FOR RELIEF**  
24 **Violation of California's Consumers Legal Remedies Act ("CLRA"),**  
25 **California Civil Code §§ 1750, et seq.**  
***(for the California Consumer Subclass)***

26 45. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if  
27 fully set forth herein.  
28



1        46. Plaintiff brings this claim individually and on behalf of the members of  
2 the proposed California Consumer Subclass against Defendants.

3        47. The Products is a “good” pursuant to Cal. Civ. Code § 1761(a), and the  
4 purchases of the Products by Plaintiff and members of the California Consumer  
5 Subclass constitute “transactions” pursuant to Cal. Civ. Code § 1761(e).

6        48. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or  
7 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
8 quantities which they do not have . . . .” By labeling the Products as a “Complete”  
9 multivitamin supplement, Defendants have represented and continue to represent that the  
10 Products contains all the vitamins, when they do not have. Therefore, Defendants have  
11 violated section 1770(a)(5) of the CLRA.

12        49. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or services  
13 are of a particular standard, quality, or grade, or that goods are of a particular style of  
14 model, if they are another.” By falsely labeling the Products as a “Complete” multivitamin  
15 supplement, Defendants have represented and continue to represent that the Products are  
16 of a particular standard, quality, and/or grade when they are not of that particular standard,  
17 quality, and/or grade. Therefore, Defendants have violated section 1770(a)(7) of the  
18 CLRA.

19        50. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services  
20 with intent not to sell them as advertised.” By falsely labeling the Products as a  
21 “Complete” multivitamin supplement, and then intentionally not selling the Products to  
22 meet the expectations that they do in fact contain all vitamins, Defendants have violated  
23 section 1770(a)(9) of the CLRA.

24        51. At all relevant times, Defendants knew or reasonably should have known  
25 that the Products do not contain the Missing Vitamins, and that Plaintiff and other  
26 members of the California Consumer Subclass would reasonably and justifiably rely  
27 on the representations about the Products in purchasing them.

52. Plaintiff and members of the California Consumer Subclass reasonably and justifiably relied on Defendants' misleading and fraudulent representations about the Products when purchasing them. Moreover, based on the very materiality of Defendants' fraudulent and misleading conduct, reliance on such conduct as a material reason for the decision to purchase the Products may be presumed or inferred for Plaintiff and members of California Consumer Subclass.

53. Plaintiff and members of the California Consumer Subclass suffered injuries caused by Defendants because they would not have purchased the Products or would have paid significantly less for the Products, had they known that Defendants' conduct was misleading and fraudulent.

54. Under Cal. Civ. Code § 1780(a), Plaintiff and members of the California Consumer Subclass seek damages, restitution, declaratory and injunctive relief, and all other remedies the Court deems appropriate for Defendants' violations of the CLRA.

55. Pursuant to Cal. Civ. Code § 1782, on July 18, 2017, counsel for Plaintiff mailed a notice and demand letter by certified mail, with return receipt requested, to Defendants.<sup>14</sup> Defendants received the notice and demand letter on July 21, 2017. Because Defendants have failed to fully rectify or remedy the damages caused within 30 days after receipt of the notice and demand letter, Plaintiff is timely filing this Class Action Complaint for a claim for damages under the CLRA.

**SECOND CLAIM FOR RELIEF**  
**Violation of California's Unfair Competition Law ("UCL"),**  
**California Business & Professions Code §§ 17200, et seq.**  
*(for the California Subclass and California Consumer Subclass)*

56. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if fully set forth herein.

57. Plaintiff brings this claim individually and on behalf of the members of the proposed California Subclass and California Consumer Subclass against

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<sup>14</sup> See Exhibit "A."

1 Defendants.

2 58. UCL §17200 provides, in pertinent part, that “unfair competition shall  
3 mean and include unlawful, unfair or fraudulent business practices and unfair,  
4 deceptive, untrue or misleading advertising . . . .”

5 59. Under the UCL, a business act or practice is “unlawful” if it violates any  
6 established state or federal law.

7 60. Defendants’ false and misleading advertising of the Products therefore  
8 was and continues to be “unlawful” because it violates the CLRA, California’s False  
9 Advertising Law (“FAL”), and other applicable laws as described herein.

10 61. As a result of Defendants’ unlawful business acts and practices,  
11 Defendants have and continue to unlawfully obtained money from Plaintiff, and  
12 members of both the California Subclass and California Consumer Subclass.

13 62. Under the UCL, a business act or practice is “unfair” if the Defendants’  
14 conduct is substantially injurious to consumers, offends public policy, and is immoral,  
15 unethical, oppressive, and unscrupulous, as the benefits for committing such acts or  
16 practices are outweighed by the gravity of the harm to the alleged victims.

17 63. Defendants’ conduct was and continues to be of no benefit to purchasers  
18 of the Products, as it is misleading, unfair, unlawful, and is injurious to consumers who  
19 rely on the representations about the Products but do not get what they were expecting.  
20 Deceiving consumer about the contents of the Products is of no benefit to the  
21 consumers, especially when they are paying a premium for the Products. Therefore,  
22 Defendants’ conduct was and continues to be “unfair.”

23 64. As a result of Defendants’ unfair business acts and practices, Defendants  
24 have and continue to unfairly obtain money from Plaintiff, and members of both the  
25 California Subclass and California Consumer Subclass.

26 65. Under the UCL, a business act or practice is “fraudulent” if it actually  
27 deceives or is likely to deceive members of the consuming public.  
28

66. Defendants' conduct here was and continues to be fraudulent because it have and will continue to likely deceive consumers into believing that the Products contain the Missing Vitamins, when they do not. Because Defendants misled and will likely continue to mislead Plaintiff and members of both the California Subclass and California Consumer Subclass, Defendants' conduct was "fraudulent."

67. As a result of Defendants' fraudulent business acts and practices, Defendants have and continue to fraudulently obtain money from Plaintiff, and members of both the California Subclass and California Consumer Subclass.

68. Plaintiff requests that this Court cause Defendants to restore this unlawfully, unfairly, and fraudulently obtained money to Plaintiff, and members of both the California Subclass and California Consumer Subclass, to disgorge the profits Defendants made on these transactions, and to enjoin Defendants from violating the UCL or violating it in the same fashion in the future as discussed herein. Otherwise, Plaintiff, and members of both the California Subclass and California Consumer Subclass may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

**THIRD CLAIM FOR RELIEF**  
**Violation of California's False Advertising Law ("FAL"),**  
**California Business & Professions Code §§ 17500, et seq**  
*(for the California Subclass and California Consumer Subclass)*

69. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if fully set forth herein.

70. Plaintiff brings this claim individually and on behalf of the members of the proposed California Subclass and California Consumer Subclass against Defendants.

71. California's FAL makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public . . . in any advertising device . . . or in any other manner or means whatever, including over the Internet, any

statement, concerning . . . personal property or services professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code §§ 17500.

72. Defendants have represented and continue to represent to the public, including Plaintiff and members of both the California Subclass and California Consumer Subclass, that each of the Products is a “Complete” multivitamin supplement. Defendants’ representation is false and misleading because the Products do not contain the Missing Vitamins. Because Defendants have disseminated false and misleading information regarding their Products, and Defendants knew, or should have known through the exercise of reasonable care, that the information was and continues to be false and misleading, Defendants have violated the FAL and continues to do so.

73. As a result of Defendants’ false advertising, Defendants have and continue to fraudulently obtain money from Plaintiff and members of both the California Subclass and California Consumer Subclass.

74. Plaintiff requests that this Court cause Defendants to restore this fraudulently obtained money to Plaintiff and members of both the California Subclass and California Consumer Subclass, to disgorge the profits Defendants made on these transactions, and to enjoin Defendants from violating the FAL or violating it in the same fashion in the future as discussed herein. Otherwise, Plaintiff and members of both the California Subclass and California Consumer Subclass may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

#### **FOURTH CLAIM FOR RELIEF**

##### **Breach of Express Warranty,**

##### **California Commercial Code § 2313**

*(for the California Subclass and California Consumer Subclass)*

75. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if fully set forth herein.

1        76. Plaintiff brings this claim individually and on behalf of the members of  
2 the proposed California Subclass and California Consumer Subclass against  
3 Defendants.

4        77. California Commercial Code § 2313 provides that “(a) Any affirmation of  
5 fact or promise made by the seller to the buyer which relates to the goods and becomes  
6 part of the basis of the bargain creates an express warranty that the goods shall conform  
7 to the affirmation or promise,” and “(b) Any description of the goods which is made  
8 part of the basis of the bargain creates an express warranty that the goods shall conform  
9 to the description.” Cal. Comm. Code § 2313.

10       78. Defendants have expressly warranted that the Products are each a  
11 “Complete” multivitamin supplement. This representation about the Products: (1) is an  
12 affirmation of fact or promise made by Defendants, to consumers, that the Products  
13 contain all the vitamins; (2) became part of the basis of the bargain to purchase the  
14 Products; and (3) created an express warranty that the Products would conform to the  
15 affirmation of fact or promise. In the alternative, the representation is a description of  
16 good, which was made as part of the basis of the bargain to purchase the Products, and  
17 which created an express warranty that the Products would conform to the Products’  
18 description.

19       79. Plaintiff and members of both the California Subclass and California  
20 Consumer Subclass reasonably and justifiably relied on the foregoing express warranty  
21 in purchasing the Products, believing that that the Products did in fact conform to the  
22 warranty.

23       80. Defendants have breached the express warranty made to Plaintiff and  
24 members of both the California Subclass and California Consumer Subclass by failing  
25 to formulate, manufacture, and sell the Products to satisfy that warranty.

26       81. Plaintiff and members of both the California Subclass and California  
27 Consumer Subclass paid a premium price for the Products but did not obtain the full  
28



1 value of the Products as represented. If Plaintiff and members of both the California  
2 Subclass and California Consumer Subclass had known of the true nature of the  
3 Products, they would not have purchased the Products or would not have been willing  
4 to pay the premium price associated with the Products.

5 82. As a result, Plaintiff and members of both the California Subclass and  
6 California Consumer Subclass suffered injury and deserve to recover all damages  
7 afforded under the law.

8 **FIFTH CLAIM FOR RELIEF**  
9 **Breach of Implied Warranty,**  
10 **California Commercial Code § 2314**  
*(for the California Subclass and California Consumer Subclass)*

11 83. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if  
12 fully set forth herein.

13 84. Plaintiff brings this claim individually and on behalf of the members of  
14 the proposed California Subclass and California Consumer Subclass against  
15 Defendants.

16 85. California Commercial Code § 2314(1) provides that “a warranty that the  
17 goods shall be merchantable is implied in a contract for their sale if the seller is a  
18 merchant with respect to goods of that kind.” Cal. Comm. Code § 2314(1).

19 86. Furthermore, California Commercial Code § 2314(2) provides that  
20 “[g]oods to be merchantable must be at least... [c]onform to the promises or  
21 affirmations of fact made on the container or label if any.” Cal. Comm. Code §  
22 2314(2)(f).

23 87. Defendants are merchants with respect to the sale of dietary supplements,  
24 including the Products. Therefore, a warranty of merchantability is implied in every  
25 contract for sale of the Products to California consumers.

26 88. In representing on the label that the Products are “Complete” multivitamin  
27 supplements, Defendants have provided a promise or affirmation of fact to California  
28

1 consumers, that the Products contain all the vitamins.

2 89. However, the Products do not contain the Missing Vitamins.

3 90. Therefore, Defendants have breached their implied warranty of  
4 merchantability regarding the Products.

5 91. If Plaintiff and members of both the California Subclass and California  
6 Consumer Subclass had known that the Products did not conform to Defendants'  
7 promise or affirmation of fact, they would not have purchased the Products or would  
8 not have been willing to pay the premium price associated with Products. Therefore,  
9 as a direct and/or indirect result of Defendants' breach, Plaintiff and members of both  
10 the California Subclass and California Consumer Subclass have suffered injury and  
11 deserve to recover all damages afforded under the law.

12  
13 **SIXTH CLAIM FOR RELIEF**  
14 **Common Law Fraud**  
***(for the Classes)***

15 92. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if  
16 fully set forth herein.

17 93. Plaintiff brings this claim individually and on behalf of the members of  
18 the Classes against Defendants.

19 94. Defendants have willfully, falsely, and knowingly formulated the  
20 Products without the Missing Vitamins. Despite the absence of the Missing Vitamins,  
21 however, Defendants have intentionally represented that the Products are "Complete"  
22 multivitamin supplements. Therefore, Defendants have made an intentional  
23 misrepresentation as to the Products.

24 95. Defendants' misrepresentations were material (i.e., the type of  
25 misrepresentations to which a reasonable person would attach importance and would  
26 be induced to act thereon in making purchase decisions), because they relate to the  
27 composition of the Products.

1 96. Defendants knew or recklessly disregarded the fact that the Products did  
2 not in fact contain the Missing Vitamins.

3 97. Defendants intended that Plaintiff and other consumers rely on this  
4 representation, as the representation is made on the front panel of the Products' label.

5 98. Plaintiff and members of the Classes have reasonably and justifiably relied  
6 on Defendants' misrepresentation when purchasing the Products and had the correct  
7 facts been known, would not have purchased the Products or would not have purchased  
8 them at the prices at which they were offered.

9 99. Therefore, as a direct and proximate result of Defendants' fraud, Plaintiff  
10 and members of the Classes have suffered economic losses and other general and  
11 specific damages, including but not limited to the amounts paid for the Products, and  
12 any interest that would have accrued on those monies, all in an amount to be proven at  
13 trial.

14 **SEVENTH CLAIM FOR RELIEF**  
15 **Intentional Misrepresentation**  
16 ***(for the Classes)***

17 100. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if  
18 fully set forth herein.

19 101. Plaintiff brings this claim individually and on behalf of the members of  
20 the Classes against Defendants.

21 102. Defendants have marketed the Products in a manner indicating that the  
22 Products contain all the vitamins. However, the Products do not contain the Missing  
23 Vitamins. Therefore, Defendants have made a misrepresentation as to the Products.

24 103. Defendants' representation regarding the Products is material to a  
25 reasonable consumer because it relates to the composition of the Products purchased  
26 by the consumer. A reasonable consumer would attach importance to such  
27 representation and would be induced to act thereon in making purchase decisions.  
28

1 104. At all relevant times when such misrepresentation was made, Defendants  
2 knew that the representation was false and misleading, or have acted recklessly in  
3 making the representation and without regard to the truth.

4 105. Defendants intended that Plaintiff and other consumers rely on the  
5 representation made about the Products, as the representation is made on the front panel  
6 of the Products' label.

7 106. Plaintiff and members of the Classes have reasonably and justifiably relied  
8 on Defendants' intentional misrepresentation when purchasing the Products, and had  
9 the correct facts been known, would not have purchased the Products or would not have  
10 purchased them at the prices at which they were offered.

11 107. Therefore, as a direct and proximate result of Defendants' intentional  
12 misrepresentation, Plaintiff and members of the Classes have suffered economic losses  
13 and other general and specific damages, including but not limited to the amounts paid  
14 for the Products, and any interest that would have accrued on those monies, all in an  
15 amount to be proven at trial.

16 **EIGHTH CLAIM FOR RELIEF**  
17 **Negligent Misrepresentation**  
18 ***(for the Classes)***

19 108. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if  
20 fully set forth herein.

21 109. Plaintiff brings this claim individually and on behalf of the members of  
22 the Classes against Defendants.

23 110. Defendants have marketed the Products in a manner indicating that the  
24 Products contains all the vitamins. However, the Products do not contain the Missing  
25 Vitamins. Therefore, Defendants have made a misrepresentation as to the Products.

26 111. Defendants' representation regarding the Products is material to a  
27 reasonable consumer because it relates to the composition of the Products purchased  
28

1 by consumers. A reasonable consumer would attach importance to such representation  
2 and would be induced to act thereon in making purchase decisions.

3 112. At all relevant times when such misrepresentation was made, Defendants  
4 knew or have been negligent in not knowing that that the representation was false and  
5 misleading. Defendants have no reasonable grounds for believing its representation  
6 was not false and misleading.

7 113. Defendants intended that Plaintiff and other consumers rely on the  
8 representation made about the Products, as the representation is made on the front panel  
9 of the Products label.

10 114. Plaintiff and members of the Classes have reasonably and justifiably relied  
11 on Defendants' negligent misrepresentation when purchasing the Products, and had the  
12 correct facts been known, would not have purchased the Products or would not have  
13 purchased them at the prices at which they were offered.

14 115. Therefore, as a direct and proximate result of Defendants' negligent  
15 misrepresentation, Plaintiff and members of the Classes have suffered economic losses  
16 and other general and specific damages, including but not limited to the amounts paid  
17 for the Products, and any interest that would have accrued on those monies, all in an  
18 amount to be proven at trial.

19  
20 **NINTH CLAIM FOR RELIEF**  
21 **Quasi Contract/Unjust Enrichment/Restitution**  
***(for the Classes)***

22 116. Plaintiff repeats the allegations contained in paragraphs 1-44 above as if  
23 fully set forth herein.

24 117. Plaintiff brings this claim individually and on behalf of the members of  
25 the Classes against Defendants.

26 118. As alleged herein, Defendants intentionally and recklessly made a  
27 misleading representation about the Products to Plaintiff and members of the Classes  
28

1 to induce them to purchase the Products. Plaintiff and members of the Classes have  
2 reasonably relied on the misleading representation and have not received all of the  
3 benefits promised by Defendants. Plaintiff and members of the Classes therefore have  
4 been induced by Defendants' misleading and false representations about the Products,  
5 and paid for them when they would and/or should not have, or paid more money to  
6 Defendants for the Products than they otherwise would and/or should have paid.

7 119. Plaintiff and members of the Classes have conferred a benefit upon  
8 Defendants as Defendants have retained monies paid to them by Plaintiff and members  
9 of the Classes.

10 120. The monies received were obtained under circumstances that were at the  
11 expense of Plaintiff and members of the Classes – i.e., Plaintiff and members of the  
12 Classes did not receive the full value of the benefit conferred upon Defendants.

13 121. Therefore, it is inequitable and unjust for Defendants to retain the profit,  
14 benefit, or compensation conferred upon them without paying Plaintiff and the  
15 members of the Classes back for the difference of the full value of the benefit compared  
16 to the value actually received.

17 122. As a direct and proximate result of Defendants' unjust enrichment,  
18 Plaintiff and members of the Classes are entitled to restitution, disgorgement, and/or  
19 the imposition of a constructive trust upon all profits, benefits, and other compensation  
20 obtained by Defendants from their deceptive, misleading, and unlawful conduct as  
21 alleged herein.

22  
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually and on behalf of all others similarly  
25 situated, seeks judgment against Defendants, as follows:

26 a) For an order certifying the Nationwide Class, the California Subclass,  
27 and the California Consumer Subclass, under Rule 23 of the Federal Rules of Civil  
28



1 Procedure; naming Plaintiff as representative of all Classes; and naming Plaintiff's  
2 attorneys as Class Counsel to represent all Classes.

3 b) For an order declaring that Defendants' conduct violates the statutes  
4 and laws referenced herein;

5 c) For an order finding in favor of Plaintiff, and all Classes, on all counts  
6 asserted herein;

7 d) For an order awarding all damages, including under the California  
8 Consumers Legal Remedies Act on behalf of the California Consumer Subclass, in  
9 amounts to be determined by the Court and/or jury;

10 e) For prejudgment interest on all amounts awarded;

11 f) For interest on the amount of any and all economic losses, at the  
12 prevailing legal rate;

13 g) For an order of restitution and all other forms of equitable monetary  
14 relief;

15 h) For injunctive relief as pleaded or as the Court may deem proper;

16 i) For an order awarding Plaintiff and all Classes their reasonable  
17 attorneys' fees, expenses and costs of suit, including as provided by statute such as  
18 under California Code of Civil Procedure section 1021.5; and

19 j) For any other such relief as the Court deems just and proper.

20 **DEMAND FOR TRIAL BY JURY**

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

22  
23 Dated: November 22, 2017

**FARUQI & FARUQI, LLP**

24 By: */s/ Benjamin Heikali*  
25 Benjamin Heikali, Bar No. 307466  
26 10866 Wilshire Blvd., Suite 1470  
27 Los Angeles, CA 90024  
28 Telephone: 424.256.2884  
Fax: 424.256.2885  
E-mail: bheikali@faruqilaw.com

**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, Camille Cabrera, declare as follows:

1. I am the 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 testify competently thereto.

2. This Class Action Complaint is filed in the proper place of trial because I purchased the Products in this District and Defendants conduct a substantial amount of business in this District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on November \_\_17, 2017 at Los Angeles, California.



---

Camille Cabrera

# EXHIBIT A



**FARUQI & FARUQI**  
LLP  
ATTORNEYS AT LAW

NEW YORK

CALIFORNIA

DELAWARE

PENNSYLVANIA

BARBARA A. ROHR  
brohr@faruqilaw.com

July 18, 2017

**Via Certified U.S. Mail**  
**Return Receipt Requested**

Bayer HealthCare LLC  
100 Bayer Blvd.  
Whippany, NJ 07981

Bayer Corporation  
100 Bayer Blvd.  
Whippany, NJ 07981

Re: *Class Action Notification and Pre-Lawsuit Demand Pursuant to California Civil Code Section 1782 and All Other Applicable Laws Requiring Pre-Suit Notice Concerning Flintstones™ Gummies Complete Multivitamin Supplements*

To Whom It May Concern:

Please be advised that Faruqi & Faruqi, LLP represents Camille Cabrera (“Client”), purchaser of the Flintstones™ Gummies Complete Multivitamin Supplement. Our Client seeks to represent a class of consumers (“Class”) who, within the relevant time period,<sup>1</sup> purchased any Flintstones™ Gummies supplement claiming to be “Complete” (the “Products”).<sup>2</sup> This letter provides Bayer HealthCare LLC and Bayer Corporation (“Defendants”) with notice and demand for corrective action. All further communications intended for our Client must be directed through this office. Furthermore, this demand and notice letter is meant to comply with the requirements of *California Civil Code* §1782, and all other laws requiring a pre-suit demand and notice prior to litigation, on behalf of our Client and all others similarly situated should this matter proceed to litigation.

During the relevant time period, Defendants have manufactured, marketed, advertised, and labeled the Products as “Complete” multivitamin supplements. However, the Products are not complete multivitamins because the Products do not contain a number of essential vitamins, including, but not limited to, vitamin K, vitamin B1 (thiamine), vitamin B2 (riboflavin), and vitamin B3 (niacin).

In 2017 and at other times during the class period, Ms. Cabrera, a consumer residing in California, purchased the Products in Los Angeles County, California. Based on the representation

---

<sup>1</sup> From four years prior to the date of a prospective complaint filed by our Client.

<sup>2</sup> The Products include, but are not limited to: Flintstones™ Gummies Complete and Flintstones™ Sour Gummies Complete.



**FARUQI & FARUQI**  
LLP  
ATTORNEYS AT LAW

Bayer HealthCare LLC  
Bayer Corporation  
Page 2  
July 18, 2017

that the Product is a “Complete” multivitamin supplement, Ms. Cabrera reasonably believed that the Product would contain all the essential vitamins.

These business practices violate several California consumer protection statutes and laws. Pursuant to *California Civil Code* §1782(a)(1), our Client and the Class further provide notice that they believe Defendants have violated, and continue to violate the California Consumers Legal Remedies Act (“CLRA”), and specifically *California Civil Code* §1770, in at least the following manner:

1. Representing 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 (Section 1770(a)(5));
2. Representing 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 (Section 1770(a)(7)); and
3. Advertising goods or services with intent not to sell them as advertised (Section 1770(a)(9)).

It is our opinion that Defendants have also violated and continue to violate California Business and Professions Code Sections 17200 and 17500, in addition to common law and other statutory violations.

This letter not only serves as notification of Defendants’ alleged violations of *California Civil Code* §1770 as outlined above, but also as our Client’s demand, and all others similarly situated, that Defendants immediately correct, repair, refund and otherwise rectify the violations of § 1770 and the other statutes and causes of action referenced above, on a class-wide basis.

To cure the harmful conduct noted herein, we demand that Defendants: (1) cease and desist from advertising and selling of the Products in a false and misleading manner; (2) issue an immediate recall of the Products; and (3) make full restitution to the Class of all money obtained from the sales thereof.

We further demand that Defendants preserve all documents, emails, other electronically stored information and other evidence which refer or relate to any of the above-described practices, including, but not limited to:

1. All documents concerning the development and/or testing of the Products;
2. All documents concerning the composition, ingredients, and dosage of the Products;



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LLP  
ATTORNEYS AT LAW

Bayer HealthCare LLC  
Bayer Corporation  
Page 3  
July 18, 2017

3. All documents concerning the decision to label, package, or advertise the Products as being "Complete."
4. All documents concerning the manufacturing, packaging, labeling, advertisement, promotion, marketing and sale of the Products;
5. All documents concerning communications with any individual involved in the development, testing, packaging, labeling, advertisement, promotion, marketing and sale of the Products;
6. All documents concerning communications with purchasers of the Products;
7. All documents concerning the sales volume of the Products (in units and/or dollars), and the revenues derived therefrom; and
8. All documents concerning the identities and location of potential class members who purchased the Products.

Further, this letter serves as a thirty (30) day notice and demand requirement under §1782 for damages. Accordingly, should Defendants fail to rectify the unfair and deceptive scheme within thirty (30) days of receipt of this letter, our Client will file a class action complaint for actual damages, punitive damages, and all other damages permitted under the CLRA and the other statutes and causes of action available to her, along with interest, attorneys' fees and costs for Defendants' violations.

We are willing to discuss an appropriate way to remedy the demands asserted in this letter. If Defendants wish to enter into such a discussion, please contact our firm immediately. If we do not hear from Defendants promptly, we will conclude that Defendants are not interested in resolving this dispute short of litigation in the form of a class action lawsuit. If Defendants contend that any statement in this letter is inaccurate in any respect, please provide our firm with Defendants' contentions and supporting documents promptly.

Please contact the undersigned if there are any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Barbara A. Rohr'.

Barbara A. Rohr

cc: Timothy J. Peter  
Ben Heikali



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☐ Adult Signature Required \$0.00

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Postage \$0.49

Total Postage and Fees \$6.59

Sent To **Bayer HealthCare LLC**

Street and Apt. No., or PO Box No. **100 Bayer Blvd**

City, State, ZIP+4® **Whippany, NJ 07981**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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**1. Article Addressed to:**

**Bayer HealthCare LLC**  
**100 Bayer Blvd.**  
**Whippany, NJ 07981**



9590 9402 2764 6351 8773 70

**2. Article Number (Transfer from service label)**

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

**X** *[Signature]* ☐ Agent ☐ Addressee

**B. Received by (Printed Name)** **C. Date of Delivery**

**D. Is delivery address different from item 1? ☐ Yes ☐ No**  
 If YES, enter delivery address below:

**AUTHORIZED AGENT**

**3. Service Type**

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

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**Barbara Rohr**  
**Faruqi & Faruqi, LLP**  
**10866 Wilshire Blvd, Ste. 1470**  
**LA, CA 90024**



## USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

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Tracking Number: 70170530000091282175



Delivered

Expected Delivery Day: Friday, July 21, 2017 ⓘ

## Product &amp; Tracking Information

See Available Actions

Postal Product:  
First-Class Mail®Features:  
Certified Mail™

See tracking for related item: 9590940227646351877370 (/go/TrackConfirmAction?tLabels=9590940227646351877370)

DATE & TIME	STATUS OF ITEM	LOCATION
July 21, 2017, 8:11 am	Delivered, PO Box	MORRISTOWN, NJ 07960
Your item has been delivered and is available at a PO Box at 8:11 am on July 21, 2017 in MORRISTOWN, NJ 07960.		
July 20, 2017, 10:28 pm	Departed USPS Regional Destination Facility	KEARNY NJ DISTRIBUTION CENTER
July 20, 2017, 8:07 am	Arrived at USPS Regional Destination Facility	KEARNY NJ DISTRIBUTION CENTER
July 19, 2017, 9:34 am	In Transit to Destination	ON ITS WAY TO WHIPPANY, NJ 07981
See More ∨		

## Available Actions

Text Updates	∨
Email Updates	∨

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☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$

Postage \$0.49

Total Postage and Fees \$6.59

Sent To

Street and Apt. No. or PO Box No.

City, State, ZIP+4®

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07/18/2017

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1. Article Addressed to:

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 100 Bayer Blvd.  
 Whippany, NJ 07981



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2. Article Number (Transfer from previous label)

117 0530 0001 0584 7314

PS Form 3811, July 2015 PSN 7530-02-000-9053

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A. Signature

X *Lan R. Riosky* ☐ Agent  
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, print new address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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Barbara Polu  
 Faraji & Faraji, LLC  
 10866 Wilshire Blvd, Ste 1400  
 LA, CA 90024

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Track Another Package +

Remove X

Tracking Number: 70170530000105847314



Delivered

Expected Delivery Day: Friday, July 21, 2017 ⓘ

## Product &amp; Tracking Information

See Available Actions

Postal Product:  
First-Class Mail®Features:  
Certified Mail™

See tracking for related item: 9590940225286306263685 (/go/TrackConfirmAction?tLabels=9590940225286306263685)

DATE & TIME	STATUS OF ITEM	LOCATION
July 21, 2017, 8:11 am	Delivered, PO Box	MORRISTOWN, NJ 07960
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July 19, 2017, 9:34 am	In Transit to Destination	ON ITS WAY TO WHIPPANY, NJ 07981
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## Available Actions

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