

IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI

TREVOR WHITE; TERRENCE CORRIGAN,
SR.; SARAH M. SERABIAN; and ASTORRIA
SASSANO; individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

PBM NUTRITIONALS, LLC, a Delaware
limited liability company,

Defendant.

Case No.

PETITION AND JURY DEMAND – CLASS ACTION

Plaintiffs Trevor White, Terrence Corrigan, Sr., Sarah M. Serabian, and Astorria Sassano (“Plaintiffs”), individually and on behalf of all others similarly situated, allege the following facts and claims upon personal knowledge, investigation of counsel, and information and belief.

NATURE OF THE CASE

1. “Informed consumers are essential to the fair and efficient functioning of a free market economy. Packages . . . should enable consumers to obtain accurate information as to the quantity of the contents and should facilitate value comparisons.” 15 U.S.C.A. § 1451.

2. Plaintiffs bring this class-action lawsuit against PBM Nutritionals, LLC (“Perrigo” or “Defendant”) based on Defendant’s misleading, deceptive and unlawful conduct in packaging, marketing and labeling its powder baby and infant formulas, including under the following brands: Parent’s Choice, Up & Up, Burt’s Bees, and Earth’s Best, which is sold in a variety of sizes, and collectively referred to herein as “Products” or a “Product.” A full list of the Products at issue is attached as Exhibit A, and incorporated herein by reference,

3. On the front label of the Products, Defendant prominently represents that the Products make a certain number of fluid-ounce bottles of formula.

4. In addition, on the back label of the Products, Defendant prominently represents that the Products make a certain number of fluid ounce bottles of formula when following the Feeding Chart on the Directions for Preparation and Use (the Feeding Chart representations shall be referred to individually or collectively with the front label number of bottles statement as the “Representations”).

5. Based on these Representations, reasonable consumers believe that the Products contain sufficient powder formula to make the stated number of fluid ounce bottles of formula.

6. Contrary to these representations, however, the Products contain nowhere near enough powdered baby and infant formula to make the represented number of bottles of formula when following the Feeding Chart on the back labels of the Products.

7. Independent expert testing establishes that the Products contain between 7.9% and 12.1% deficiency in the total number of bottles of liquid formula that can be made when following the Feeding Chart on the Products’ back label.

8. Accordingly, in purchasing the Products, consumers were injured and were denied the benefit of the bargain between what was represented and what was received.

9. Consumers would not have purchased the Products, or would have purchased them on different terms, had they known the truth about the Products, including that they would yield fewer bottles of liquid formula than the number of bottles represented on the Products’ labels.

10. Plaintiffs bring this action on behalf of themselves, and all others similarly situated to recover damages for Defendant’s false, deceptive, and misleading conduct. As set forth below,

Plaintiffs seek certification of a Nationwide Class. Plaintiffs seek damages, reasonable attorneys' fees and costs, and disgorgement of all benefits Defendant has enjoyed from its unlawful and deceptive business practices, as detailed herein. Plaintiffs make these allegations based on their personal knowledge as to themselves, and their own acts and observations and, otherwise, on information and belief based on investigation of counsel.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the minimum jurisdictional limits of the Court. Plaintiffs believe and allege that the total value of their individual claims are at most equal to the refund of the purchase price they paid for the Products.

12. This Court has personal jurisdiction over Defendant pursuant to § 506.500, RSMo., as Defendant has had more than sufficient minimum contact with the State of Missouri and has availed itself of the privilege of conducting business in this state. Additionally, and as explained below, Defendant has committed affirmative tortious acts within the State of Missouri that give rise to civil liability, including manufacturing and selling the misbranded Products throughout the State of Missouri.

13. Plaintiff Trevor White is a citizen of the State of Missouri.

14. Plaintiffs Terrence Corrigan, Sr., Sarah M. Serabian, and Astorria Sassano are citizens of the State of Florida

15. Venue is proper in this forum pursuant to §§ 508.010 and 407.025.1, RSMo., because one of the transactions complained of occurred in Phelps County, Missouri and Plaintiff White was injured in Phelps County, Missouri.

PARTIES

16. Plaintiff Trevor White is a resident of Phelps County, Missouri. On at least one occasion during the Class Period, Plaintiff purchased Defendant's Products, including Parent's Choice Tender Infant Formula (32 oz) at Walmart in Rolla, Missouri, for personal, family, or household purposes. Plaintiff's claim is typical of all members of the Class in this regard. In addition, the misleading Representations on the Product purchased by Plaintiff are typical of the Representations on the Products purchased by members of the Class.

17. Plaintiff Terrence Corrigan, Sr. is a resident of Broward County, Florida. On at least one occasion during the Class Period, Plaintiff purchased Defendant's Products, including Burt's Bees Organic Infant Milk (34 oz) at Walmart in Pompano Beach, Florida, for personal, family, or household purposes. Plaintiff's claim is typical of all members of the Class in this regard. In addition, the misleading Representations on the Product purchased by Plaintiff are typical of the Representations on the Products purchased by members of the Class.

18. Plaintiff Sarah M. Serabian is a resident of Broward County, Florida. On at least one occasion during the Class Period, Plaintiff purchased Defendant's Products, including Parent's Choice Advantage Infant Formula (36 oz) at Walmart in Pompano Beach, Florida, for personal, family, or household purposes. Plaintiff's claim is typical of all members of the Class in this regard. In addition, the misleading Representations on the Product purchased by Plaintiff are typical of the Representations on the Products purchased by members of the Class.

19. Plaintiff Astorria Sassano is a resident of Broward County, Florida. On several occasions during the Class Period, Plaintiff purchased Defendant's Products, including Up & Up Complete Comfort Formula with Iron (29.8 oz) at Target in Pompano Beach, Florida, for personal, family, or household purposes; and Earth's Best Organic, Organic- Sensitivity Infant Formula with Iron (32 oz.) at Amazon.com, for personal, family, or household purposes. Plaintiff's claim is

typical of all members of the Class in this regard. In addition, the misleading Representations on the Products purchased by Plaintiff are typical of the Representations on the Products purchased by members of the Class.

20. Defendant PBM Nutritionals, LLC is a Delaware limited liability company, with its principal place of business in Allegan, MI, which at all times material hereto conducted business in the United States, including in Missouri, through its services as a supplier to various stores in Missouri. On information and belief, Defendant Perrigo conducted substantial and not isolated business activity within this state.

21. Defendant and its agents manufacture, market, promote, advertise, and sell the Products at issue in this jurisdiction and in this judicial district. The unfair, unlawful, deceptive, and misleading advertising and labeling of the Products was prepared and/or approved by Defendant and its agents and was disseminated by Defendant and its agents through labeling and advertising containing the misrepresentations and omissions alleged herein.

FACTUAL ALLEGATIONS

A. The Products are falsely and misleadingly labeled and advertised

22. Defendant manufactures, labels, markets, promotes, advertises, and sells the Products.

23. The Products are comprised of dry, powdered formula, a scoop, and labeling with representations about the number of fluid ounces of formula and/or number of bottles that can be prepared using the scoop and instructions on the Products' labeling. The purpose of the Products is to feed infants between birth and one year of age.

24. The back labels of the Products' provide Directions for Preparation and Use, which contains a "Feeding Chart" for preparing 4 fluid ounce bottles.

25. Specifically, the Products represent that one (1) scoop of the powder baby formula

should be used to make 2 fluid ounce bottles, and two (2) scoops of the powder baby formula should be used to make 4 fluid ounce bottles. In addition, the Products represent that the scoop should be comprised of unpacked level powder, using the scoop enclosed with the Product.

26. Based on this prominent labeling and the Feeding Chart, consumers of the Products reasonably believe that the Products will provide the stated number of 4 fluid ounce bottles.

27. Independent testing of the Products, however, demonstrates that the Products do not produce the represented total number of scoops of powdered baby formula when using the scoop provided with the Product, and therefore, the Products do not produce the represented number of fluid ounce bottles of formula when following the Product directions.

28. Consumers of the Products, like Plaintiffs, were and are deprived of between approximately 7.9% and 12.1% of the feedable bottles of formula that they paid to receive, and therefore sustained actual damages.

29. The Parent's Choice Advantage Infant Formula (36 oz) is prominently advertised, marketed, and sold as having the capacity to provide a specified number of fluid ounces of prepared baby formula: "Contents yield approximately 261 fl oz of formula". Photographs of the Product are attached hereto as Exhibit B.

30. Expert testing of the Products establishes that, although the Parent's Choice Advantage Infant Formula (36 oz) product claims it makes 261 fluid ounces (which equates to 65 four fluid ounce bottles) of liquid formula, the actual number of four fluid ounce bottles that can be produced, when following the instructions provided by the Product, is 50. A consumer is therefore actually missing 15 of the promised four fluid ounce bottles of baby formula; or, stated differently, is missing 12.1% of the promised four fluid ounce bottles of baby formula.

31. The Parent's Choice Tender Infant Formula (32 oz) is prominently advertised, marketed, and sold as having the capacity to provide a specified number of 4 fluid ounce bottles: "MAKES 58 – 4 fl oz bottles". Photographs of the Product are attached hereto as Exhibit C.

32. Expert testing of the Products establishes that, although the Parent's Choice Tender Infant Formula (32 oz) product claims it makes 58 – 4 fl oz bottles of liquid formula, the actual number of four fluid ounce bottles that can be produced, when following the instructions provided by the Product, is 51. A consumer is therefore actually missing 7 of the promised four fluid ounce bottles of baby formula; or, stated differently, is missing 12.1% of the promised four fluid ounce bottles of baby formula.

33. Up & Up Complete Comfort Infant Formula with iron milk-based powder (29.8 oz) is prominently advertised, marketed, and sold as having the capacity to provide a specified number of 4 fluid ounce bottles: "makes 52 4 fl oz bottles". Photographs of the Product are attached hereto as Exhibit D.

34. Expert testing of the Products establishes that, although Up & Up Complete Comfort Infant Formula with iron milk-based powder (29.8 oz) product claims it makes 52 4 fl oz bottles of liquid formula, the actual number of four fluid ounce bottles that can be produced, when following the instructions provided by the Product, is 47. A consumer is therefore actually missing 5 of the promised four fluid ounce bottles of baby formula; or, stated differently, is missing 9.6% overall of the promised four fluid ounce bottles of baby formula.

35. Burt's Bees Baby Organic Infant Milk (34 oz) is prominently advertised, marketed, and sold as having the capacity to provide a specified number of 4 fluid ounce bottles: "MAKES 63 4 FL OZ BOTTLES". Photographs of the Product are attached hereto as Exhibit E.

36. Expert testing of the Products establishes that, although Burt's Bees Baby Organic Infant Milk (34 oz) product claims it makes 63 4 fl oz bottles of liquid formula, the actual number of four fluid ounce bottles that can be produced, when following the instructions provided by the Product, is 58. A consumer is therefore actually missing 5 of the promised four fluid ounce bottles of baby formula; or, stated differently, is missing 7.9% overall of the promised four fluid ounce bottles of baby formula.

37. Earth's Best Organic Sensitivity Infant Formula (32 oz) is prominently advertised, marketed, and sold as having the capacity to provide a specified number of 4 fluid ounce bottles: "MAKES 58 4 FL OZ BOTTLES". Photographs of the Product are attached hereto as Exhibit F.

38. Expert testing of the Products establishes that, although Earth's Best Organic Sensitivity Infant Formula (32 oz) product claims it makes 58 4 fl oz bottles of liquid formula, the actual number of four fluid ounce bottles that can be produced, when following the instructions provided by the Product, is 52. A consumer is therefore actually missing 6 of the promised four fluid ounce bottles of baby formula; or, stated differently, is missing 10.3% overall of the promised four fluid ounce bottles of baby formula.

39. Contrary to these directions and the Representations, the Products do not contain anywhere near enough powder formula to make the stated number of bottles.

40. The Representations, which are displayed on each of the Products' labels are false, misleading, and deceptive.

41. Furthermore, the Representations are uniform, consistent, and prominently displayed on the labels of the Products.

42. The Representations are untrue, misleading, and deceptive to reasonable consumers, including Plaintiffs and members of the Class.

43. Based on Defendant's uniform material misrepresentations and omissions, consumers have purchased the products to their detriment.

B. Plaintiffs Purchased the Misbranded Products to Their Detriment

44. As set forth herein, Plaintiffs purchased the Products for personal and family use.

45. Plaintiffs purchased the Products with the reasonable belief that they were purchasing Products capable of making the represented number of bottles of liquid formula.

46. Defendant knew or should have known that reasonable consumers would consider the Representations material in deciding to purchase the Products.

47. As described herein, Defendant's Representations are false, misleading, and likely to mislead reasonable consumers. In addition, in making the Representations, Defendant omitted material information concerning the true number of bottles that could be made by the Products when following the Product Directions.

48. At the time Plaintiffs purchased the Products, Plaintiffs did not know, and had no reason to know, that the Product labels and advertising were misleading, deceptive, and unlawful as set forth herein.

49. Plaintiffs would not have purchased the Products, or would have purchased them on different terms if they had known the truth.

50. Plaintiffs suffered injury in fact and an ascertainable loss as a result of Defendant's unlawful conduct, including because the value of the Products as purchased was less than the value of the Products as represented.

51. It is possible, however, that Plaintiff would purchase the Products in the future if the Products were truthfully labeled and represented.

CLASS DEFINITION

52. Plaintiffs hereby re-allege and incorporate the foregoing allegations as if set forth herein in their entirety.

53. Plaintiffs seek to represent the following Class, as follows:

All residents of the United States who purchased in the United States the Products during the Class Period for personal and household use and not for resale (“Nationwide Class”); and

54. Excluded from the Settlement Class are the following: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Defendant’s Counsel, their employees, and counsel as well as the household members of Defendant’s employees and counsel; (e) federal, state, and local governments, political subdivisions or agencies of federal, state and local governments; and (f) the judicial officers, courtroom staff, and members of their households overseeing the Action.

CLASS ALLEGATIONS

55. Plaintiffs hereby re-allege and incorporate the foregoing allegations as if set forth herein in their entirety.

56. On information and belief, the Class consists of millions of purchasers dispersed throughout the United States and hundreds of thousands of purchasers in the State of Missouri. Accordingly, it would be impracticable to join all members of the Class before the Court.

57. There are numerous and substantial questions of law or fact common to all members of the Class that predominate over any individual issues. Included within the common questions of law or fact are:

a. Whether Defendant made misrepresentations and false statements in violation of Missouri law;

- b. Whether Defendant engaged in unfair practices in violation of Missouri law;
- c. Whether Defendant engaged in concealment or omission of any material fact in violation of Missouri law;
- d. Whether Defendant has been unjustly enriched by the sale of the Products;
- e. Whether Defendant breached an express/and or implied warranty pursuant to the Uniform Commercial Code;
- f. Whether Plaintiffs and the Class are entitled to equitable and/or injunctive relief;
- g. Whether Plaintiffs and Class members have sustained damages as a result of Defendant's unlawful conduct; and
- h. The proper measure of damages sustained by Plaintiffs and Class members.

58. Plaintiffs' claims are typical of the claims of members of the Class, in that they share the above-referenced facts and legal claims or questions with members of the Class, there is a sufficient relationship between the damage to Plaintiffs and Defendant's conduct affecting members of the Class, and Plaintiffs have no interests adverse to the interests of other members of the Class.

59. Plaintiffs will fairly and adequately protect the interests of members of the Class and has retained counsel experienced and competent in the prosecution of complex class actions including complex questions that arise in consumer protection litigation.

60. A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

61. The claims presented in this case predominate over any questions of law or fact, if any exists at all, affecting any individual member of the Class;

62. Absent a Class, the members of the Class will continue to suffer damage and Defendant's unlawful conduct will continue without remedy while Defendant profits from and enjoys its ill-gotten gains;

63. Given the size of individual Class members' claims, few, if any, members could afford to or would seek legal redress individually for the wrongs Defendant committed against them, and absent members have no substantial interest in individually controlling the prosecution of individual actions;

64. When the liability of Defendant has been adjudicated, claims of all members of the Class can be administered efficiently and/or determined uniformly by the Court; and

65. This action presents no difficulty that would impede its management by the Court as a class action which is the best available means by which Plaintiffs and members of the Class can seek redress for the harm caused to them by Defendant.

66. Because Plaintiffs seek relief for all members of the Class, the prosecution of separate actions by individual members would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendant.

67. Further, bringing individual claims would overburden the Courts and be an inefficient method of resolving the dispute, which is the center of this litigation. Adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the interest of other members of the Class who are not parties to the adjudication and may impair or impede their ability to protect their interests. As a consequence, class treatment is a superior

method for adjudication of the issues in this case.

FIRST CLAIM FOR RELIEF
Violation of Missouri's Merchandising Practices Act
Misrepresentations and False Statements

68. Plaintiff White repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

69. The MMPA “is designed to regulate the marketplace to the advantage of those traditionally thought to have unequal bargaining power as well as those who may fall victim to unfair practices.” *Huch v. Charter Commc 'ns Inc.*, 290 S.W. 3d 721, 725 (Mo. banc. 2009). The MMPA provides that it is unlawful to “act, use or employ . . . deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce” § 407.020.1, RSMo.

70. The MMPA applies to acts committed “before, during or after the sale, advertisement or solicitation” of merchandise, and provides a cause of action for “any person who purchases or leases merchandise primarily for personal, family or household purposes.” Section 407.020 is intended to supplement the definitions of common law fraud to “preserve fundamental honesty, fair play and right dealings in public transactions.”

71. Defendant's conduct as described above constitutes the act, use or employment of deception, fraud, false pretenses, false promises, misrepresentation, unfair practices and/or the concealment, suppression, or omission of any material facts in connection with the sale or advertisement of any merchandise in trade or commerce in that Defendant makes materially false representations and omissions with regard to the number of bottles of liquid formula produced by the Products.

72. In violation of the MMPA, Defendant employed fraud, deception, false promise, misrepresentation and/or the knowing concealment, suppression, or omission of material facts in its manufacture, sale and advertisement of the Products.

73. Plaintiff purchased the Products for personal, family, or household purposes.

74. Plaintiff suffered an ascertainable loss as a result of Defendant's unlawful conduct because the actual value of the Products as purchased was less than the value of the Products as represented.

75. Plaintiff is also entitled to recover attorney fees as authorized by § 407.025.

SECOND CLAIM FOR RELIEF
Violation of Missouri's Merchandising Practices Act
Unfair Practice, 15 CSR 60-8.020

76. Plaintiff White repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

77. The MMPA prohibits as an unlawful practice the act, use or employment of any "unfair practice" in connection with the sale or advertisement of any merchandise in trade or commerce. § 407.020.1, RSMo.

78. "Unfair practice" is defined as "any practice which –

(A) Either

1. Offends any public policy as it has been established by the Constitution, statutes, or common law of this state, or by the Federal Trade Commission, or its interpretive decisions; or

2. Is unethical, oppressive, or unscrupulous; and

(B) Presents a risk of, or causes, substantial injury to consumers.

15 CSR 60-8.020.

79. Defendant's actions, as alleged herein, constitute an unfair practice.

80. Plaintiff purchased the Products for personal, family, or household purposes.

81. Plaintiff suffered an ascertainable loss as a result of Defendant's unlawful conduct because the actual value of the Products as purchased was less than the value of the Products as represented.

82. Plaintiff is also entitled to recover attorney fees as authorized by § 407.025.

THIRD CLAIM FOR RELIEF
Violation of Missouri's Merchandising Practices Act
Concealment or Omission of any Material Fact, 15 CSR 60-9.110

83. Plaintiff White repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

84. The MMPA prohibits as an unlawful practice the act, use or employment of the "concealment, suppression or omission of any material fact" in connection with the sale or advertisement of any merchandise in trade or commerce. §407.020.1, RSMo.

85. A "material fact" is defined as "any fact which a reasonable consumer would likely consider to be important in making a purchasing decision, or which would be likely to induce a person to manifest his/her assent, or which the seller knows would be likely to induce a particular consumer to manifest his/her assent, or which would be likely to induce a reasonable consumer to act, respond or change his/her behavior in any substantial manner." 15 CSR 60- 9.010(1)(C).

86. "Concealment of a material fact" is defined as "any method, act, use or practice which operates to hide or keep material facts from consumers." 15 CSR 60-9.110(1).

87. "Omission of a material fact" is defined as "any failure by a person to disclose material facts known to him/her, or upon reasonable inquiry would be known to him/her." 15 CSR 60-9.110(3).

88. Defendant's actions as alleged herein constituted the concealment and omission of material facts. Among other things, and as described herein, Defendant concealed and omitted the

material fact that the Products make substantially fewer bottles of liquid formula than the number represented on the labels of the Products.

89. Plaintiff purchased the Products for personal, family, or household purposes.

90. Plaintiff suffered an ascertainable loss as a result of Defendant's unlawful conduct because the actual value of the Products as purchased was less than the value of the Products as represented.

91. Plaintiff is also entitled to recover attorney fees as authorized by § 407.025.

FOURTH CLAIM FOR RELIEF
Unjust Enrichment

92. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if fully set forth herein.

93. By purchasing the Products, Plaintiffs and members of the Class conferred a benefit on Defendant in the form of the purchase price of the Products.

94. Defendant had knowledge of such benefits.

95. Defendant appreciated the benefit because, were consumers not to purchase the Products, Defendant would not generate revenue from the sales of the Products.

96. Defendant's acceptance and retention of the benefit is inequitable and unjust because the benefit was obtained by Defendant's fraudulent and misleading representations and omissions.

97. Equity cannot in good conscience permit Defendant to be economically enriched for such actions at Plaintiffs' and the Class members' expense, and therefore restitution and/or disgorgement of such economic enrichment is required.

FIFTH CLAIM FOR RELIEF

Breach of Express Warranty Pursuant to Uniform Commercial Code

98. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if fully set forth herein.

99. By advertising and selling the Products at issue, Defendant made promises and affirmations of fact on the Products' packaging and labeling, as described herein. This labeling and advertising constitute express warranties and became part of the basis of the bargain between Plaintiffs and members of the Class, and Defendant.

100. Defendant, through its advertising and labeling, created express warranties that the Products comport with the label representations. Specifically, Defendant created express warranties that the Products contain sufficient powder to make the number of bottles of formula represented on the labels of the Products.

101. The express warranties appear on all Product labels and specifically relate to the goods being sold.

102. Despite Defendant's express warranties about the nature of the Products, the Products do not comport with Defendant's Representations. Thus, the Products were and are not what Defendant represented them to be.

103. Accordingly, Defendant breached express warranties about the Products and their qualities because the Products do not conform to Defendant's affirmations and promises.

104. Plaintiffs and members of the Class purchased the Products.

105. Plaintiffs provided Defendant with pre-suit notice of the breach of warranty.

106. As a direct and proximate result of Defendant's breach of express warranty, Plaintiffs and members of the Class were harmed in the amount of the purchase price of the Products. Further, Plaintiffs and members of the Class have suffered and continue to suffer

economic losses and other general and specific damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF
Breach of Implied Warranty Pursuant to Uniform Commercial Code

107. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if fully set forth herein.

108. By advertising and selling the Products at issue, Defendant made implied promises and affirmations of fact concerning the Products, as described herein. These implied warranties became part of the basis of the bargain between Plaintiffs and members of the Class, and Defendant.

109. Defendant, through its advertising and labeling, impliedly warranted that the Products comport with the label Representations, that the label Representations are accurate, and that the Products contain sufficient powder to make the stated number of bottles of formula.

110. Defendant breached the warranty implied in the contract for the sale of the Products because the Products cannot pass without objection in the trade under the contract description, the Products were not of fair average quality within the description, and the Products were not as represented. As a result, Plaintiffs and Class members did not receive the goods as impliedly warranted by Defendant to be merchantable.

111. At the time of purchase, Plaintiffs and members of the Class did not know, and had no reason to know, that the Products were not as they were warranted to be.

112. Defendant knew that the Products were not as they were warranted to be.

113. Plaintiffs and members of the Class purchased the Products.

114. Plaintiffs provided Defendant with pre-suit notice of the breach of warranty.

115. As a direct and proximate result of Defendant's breach of implied warranty, Plaintiffs and members of the Class were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiffs and members of the Class have suffered and continue to suffer economic losses and other general and specific damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all similarly situated persons, seek judgment against Defendant, as follows:

- a. For an order certifying the Class; naming all Plaintiffs as representatives of the Class; and naming Plaintiffs' attorneys as Class Counsel to represent the Class;
- b. For an order declaring that Defendant's conduct violates the statutes and laws referenced herein;
- c. For an order finding in favor of Plaintiffs and the Class on all counts asserted herein;
- d. For an order awarding all compensatory damages, in an amount to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For interest on the amount of any and all economic losses, at the prevailing legal rate;
- g. For an order of restitution and all other forms of equitable monetary relief;
- h. For an order requiring Defendant to cease and desist from selling its misbranded Products in violation of law; enjoining Defendant from continuing to label,

market, advertise, distribute, and sell the Products in the unlawful manner described herein;
and ordering Defendant to engage in corrective action;

i. For an order awarding Plaintiffs and the Class their reasonable attorneys' fees, expenses and costs of suit; and

j. For all such other and further relief as may be just and proper.

Dated this 11th day of July, 2022.

TREVOR WHITE; TERRENCE CORRIGAN, SR.;
SARAH M. SERABIAN; and ASTORRIA SASSANO;
Individually, and on Behalf of Classes of Similarly Situated
Individuals, Plaintiffs

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EXHIBIT A

Product List

Product List

SKU	Statement of Number of Bottles	Brand	Product Description
S00342P	Makes 65 4 FL OZ BOTTLES	Well Beginnings	Infant Milk-Based Powder Infant Formula with Iron
S00392P	Makes 63 4 FL OZ BOTTLES	Well Beginnings	Infant Milk-Based Powder Infant Formula with Iron
S55826E	Makes 64 4 FL OZ BOTTLES	Meijer Baby	Advantage® Infant Formula with Iron Milk-Based Powder
S55876E	Makes 59 4 FL OZ BOTTLES	Meijer Baby	Gentle® Infant Formula with Iron Milk-Based Powder
S55806E	Makes 65 4 FL OZ BOTTLES	Meijer Baby	Infant Formula with Iron Milk-Based Powder
S55836E	Makes 58 4 fl oz bottles	Meijer Baby	Sensitivity® Infant Formula with Iron Milk-Based Powder
S00487S	Makes 63 BOTTLES; Makes 63 4 fl oz bottles	Little Journey	Advantage® Infant Formula Milk-Based Powder with Iron
S00228R	Makes 87 4 FL OZ BOTTLES	Wesley Farms	Advantage® Infant Formula Milk-Based Powder with Iron
S00108R	Makes 87 - 4 FL OZ BOTTLES; 43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Wesley Farms	Infant Infant Formula Milk-Based Powder with Iron
S0063BB	MAKES 63 4 FL OZ BOTTLES	Burt's Bees BABY	Organic Infant Formula with Iron Milk-Based Powder Infant Milk
S0064BB	MAKES 63 4 FL OZ BOTTLES	Burt's Bees BABY	Organic Infant Formula with Iron Milk-Based Powder Infant Milk
S0062BB	MAKES 63 4 FL OZ BOTTLES	Burt's Bees BABY	Organic Infant Formula with Iron Milk-Based Powder Sensitive
S0065BB	MAKES 63 4 FL OZ BOTTLES	Burt's Bees BABY	Organic Infant Formula with Iron Milk-Based Powder Sensitive
S0061BB	MAKES 63 4 FL OZ BOTTLES	Burt's Bees BABY	Organic Infant Formula with Iron Milk-Based Powder Ultra Gentle
S0066BB	MAKES 63 4 FL OZ BOTTLES	Burt's Bees BABY	Organic Infant Formula with Iron Milk-Based Powder Ultra Gentle
S0326D3	Makes 87 - 4 FL OZ BOTTLES; 43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Berkley Jensen	Advantage® Infant Formula with Iron Milk-Based Powder
S0347D3	Makes 87 - 4 FL OZ BOTTLES; 43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Berkley Jensen	Advantage® Infant Formula with Iron Milk-Based Powder
S0315D3	Makes 76-4 FL OZ BOTTLES	Berkley Jensen	Complete® Infant Formula with Iron Milk-Based Powder
S0325D3	Makes 87 - 4 FL OZ BOTTLES; 43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Berkley Jensen	Gentle® Infant Formula with Iron Milk-Based Powder
S0351D3	Makes 86 - 4 FL OZ BOTTLES; 43 8 fl oz or 57 6 fl oz or 86 4 fl oz	Berkley Jensen	Gentle® Infant Formula with Iron Milk-Based Powder
S0324D3	Makes 89 4 FL OZ BOTTLES, 44 8 fl oz or 59 6 fl oz or 89 4 fl oz	Berkley Jensen	Infant Infant Formula with Iron Milk-Based Powder
S0348D3	Makes 89 4 FL OZ BOTTLES, 44 8 fl oz or 59 6 fl oz or 89 4 fl oz	Berkley Jensen	Infant Infant Formula with Iron Milk-Based Powder
S0349D3	Makes 84 - 4 FL OZ BOTTLES, 42 8 fl oz or 56 6 fl oz or 84 4 fl oz	Berkley Jensen	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0319D3	Makes 63 - 4 FL OZ Bottles	Berkley Jensen	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0323D3	Makes 84 - 4 FL OZ BOTTLES, 42 8 fl oz or 56 6 fl oz or 84 4 fl oz	Berkley Jensen	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0302D3	Makes 57 - 4 FL OZ BOTTLES	Berkley Jensen	Toddler next stage™ Milk Drink
S0236F6	Makes 64 - 4 fl oz bottles	Parent's Choice	Advantage® Infant Formula with Iron Milk-Based Powder
S0257F6	Makes 64 - 4 fl oz bottles	Parent's Choice	Advantage® Infant Formula with Iron Milk-Based Powder
S0238F6	Makes 59 - 4 fl oz bottles	Parent's Choice	Gentle® Infant Formula with Iron Milk-Based Powder
S0260F6	Makes 59 - 4 fl oz bottles	Parent's Choice	Gentle® Infant Formula with Iron Milk-Based Powder
S0250F6	Makes 66x4fl oz	Parent's Choice	Gentle® Milk-Based Powder Infant Formula with Iron
S0247F6	Makes 65 - 4 fl oz bottles	Parent's Choice	Infant Formula with Iron Milk-Based Powder
S0258F6	Makes 65 - 4 fl oz bottles	Parent's Choice	Infant Formula with Iron Milk-Based Powder
S0251F6	Makes 71 x 4 fl oz	Parent's Choice	Infant Milk-Based Powder Infant Formula with Iron
S0239F6	Makes 58 - 4 fl oz bottles	Parent's Choice	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0259F6	Makes 58 - 4 fl oz bottles	Parent's Choice	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0252F6	Makes 64x4 fl oz	Parent's Choice	Sensitivity® Milk-Based Powder Infant Formula with Iron
S0369F6	Makes 58 - 4 fl oz bottles	Parent's Choice	Tender® Infant Formula Milk-Based Powder with Iron
S0315F6	Makes 58 - 4 fl oz bottles	Parent's Choice	Tender® Infant Formula Milk-Based Powder with Iron
S0316F6	Makes 58 - 4 fl oz bottles	Parent's Choice	Tender® Infant Formula Milk-Based Powder with Iron
S0243F6	Makes 57 - 4 fl oz bottles	Parent's Choice	Tender® Infant Formula with Iron Milk-Based Powder
S0298F6	Makes 57 - 4 fl oz bottles	Parent's Choice	Tender® Infant Formula with Iron Milk-Based Powder
S0117F6	Makes 57 - 4 fl oz bottles	Parent's Choice	Tender® Milk-Based Powder Infant Formula with Iron
S0194F6	Makes 57 - 4 fl oz bottles	Parent's Choice	Tender® Milk-Based Powder Infant Formula with Iron

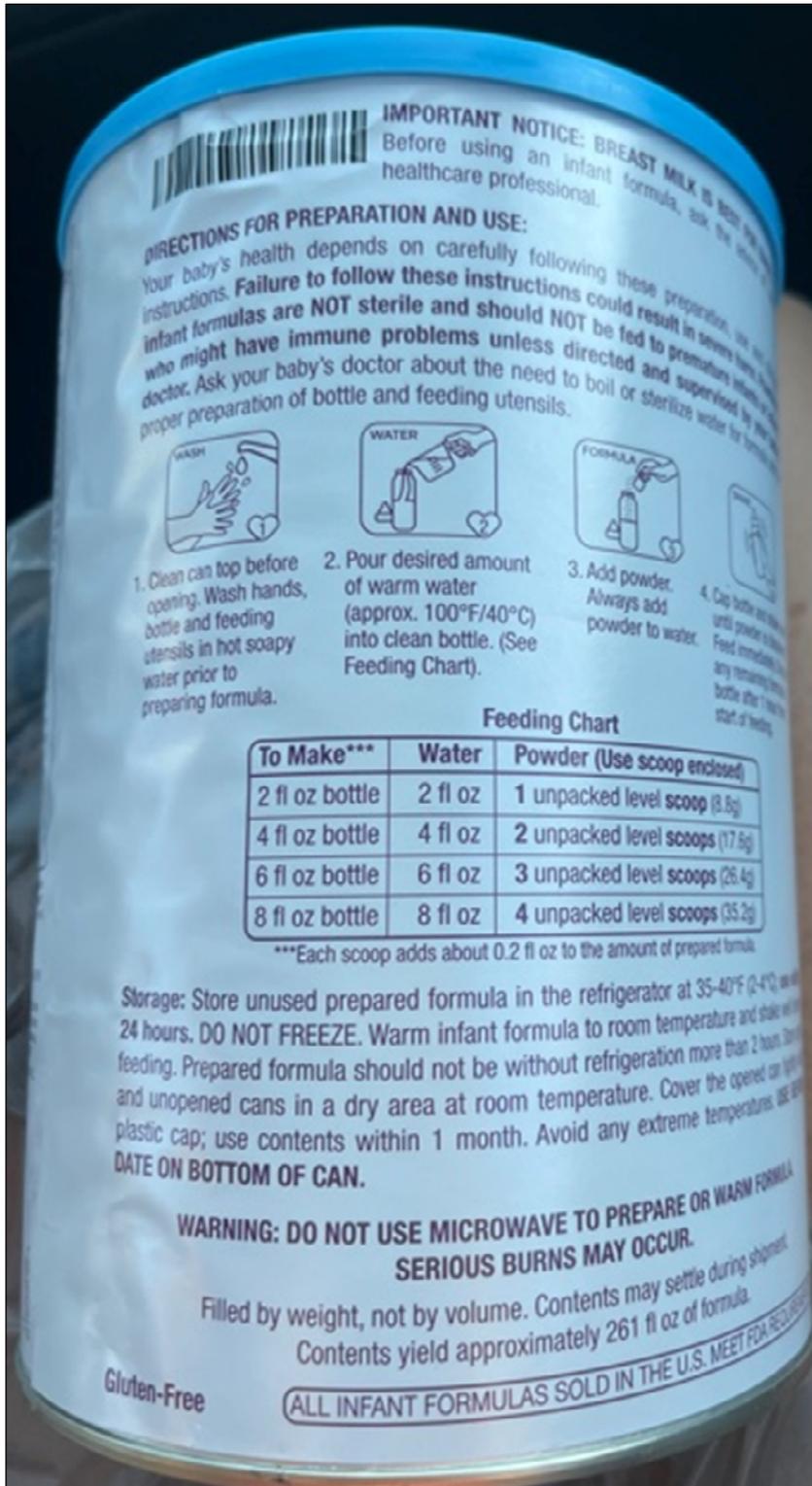
Product List

SKU	Statement of Number of Bottles	Brand	Product Description
S0124FD	Makes 58 - 4 FL OZ Bottles	Earth's Best Organic	Organic Dairy Infant Formula with Iron Milk-Based Powder
S0126FD	Makes 58 - 4 FL OZ Bottles	Earth's Best Organic	Organic Sensitivity® Infant Formula with Iron Milk-Based Powder
S0115JG	Makes 63 - 4 FL OZ Bottles	Comforts™	Advantage® Infant Formula Milk-Based Powder with Iron
S0144JG	Makes 63 - 4 FL OZ Bottles	Comforts™	Advantage® Infant Formula Milk-Based Powder with Iron
S0092JG	Makes 64 - 4 fl oz bottles	Comforts™	Advantage® Milk-Based Powder Infant Formula with Iron
S0121JG	Makes 59 - 4 FL OZ Bottles	Comforts™	Gentle® Infant Formula Milk-Based Powder with Iron
S0141JG	Makes 59 - 4 FL OZ Bottles	Comforts™	Gentle® Infant Formula Milk-Based Powder with Iron
S0085JG	Makes 59 - 4 FL OZ Bottles	Comforts™	Gentle® Milk-Based Powder Infant Formula with Iron
S0142JG	Makes 63 - 4 FL OZ Bottles	Comforts™	Infant Formula Milk-Based Power with Iron
S0120JG	Makes 63 - 4 FL OZ Bottles	Comforts™	Infant Formula Milk-Based Power with Iron
S0086JG	Makes 65 - 4 FL OZ Bottles	Comforts™	Infant Milk-Based Powder Infant Formula with Iron
S0119JG	Makes 58 - 4 FL OZ Bottles	Comforts™	Sensitivity® Infant Formula Milk-Based Powder with Iron
S0143JG	Makes 58 - 4 FL OZ Bottles	Comforts™	Sensitivity® Infant Formula Milk-Based Powder with Iron
S0090JG	Makes 58 - 4 FL OZ Bottles	Comforts™	Sensitivity® Milk-Based Powder Infant Formula with Iron
S3501UW	Makes 52 4 fl oz bottles	Up & Up	Complete® comfort infant formula with iron milk-based powder
S0058WC	Makes 82 4 fl oz bottles	Babies "R" Us	Advantage® Infant Formula with Iron Milk-Based Powder
S0069WC	Makes 64 4 fl oz Bottles	Babies "R" Us	Advantage® Infant Formula with Iron Milk-Based Powder
S0056WC	Makes 69 4 fl oz Bottles	Babies "R" Us	Gentle® Infant Formula with Iron Milk-Based Powder
S0062WC	Makes 69 4 fl oz Bottles	Babies "R" Us	Gentle® Infant Formula with Iron Milk-Based Powder
S0070WC	Makes 59 4 fl oz Bottles	Babies "R" Us	Gentle® Infant Formula with Iron Milk-Based Powder
S0068WC	Makes 65 4 fl oz Bottles	Babies "R" Us	Infant Infant Formula with Iron Milk-Based Powder
S0063WC	Makes 41 8 fl oz Bottles	Babies "R" Us	Infant Infant Formula with Iron Milk-Based Powder
S0067WC	Makes 58 4 fl oz Bottles	Babies "R" Us	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0055WC	Makes 70 4 fl oz Bottles	Babies "R" Us	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0061WC	Makes 70 4 fl oz Bottles	Babies "R" Us	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0050WC	Makes 81 4 fl oz Bottles	Babies "R" Us	Soy Infant Formula with Iron Soy-Based Powder
S0059WC	Makes 81 4 fl oz Bottles	Babies "R" Us	Soy Infant Formula with Iron Soy-Based Powder
S0546ZY	43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Member's Mark	Advantage® Infant Formula with Iron Milk-Based Powder
S0475ZY	43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Member's Mark	Advantage® Milk-Based Powder Infant Formula with Iron
S0527ZY	43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Member's Mark	Advantage® Milk-Based Powder Infant Formula with Iron
S0547ZY	Makes 86 4 fl oz bottles; 43 8 fl oz or 57 6 fl oz or 86 4 fl oz	Member's Mark	Gentle® Infant Formula with Iron Milk-Based Powder
S0000ZY	Makes 87 4 fl oz bottles; 43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Member's Mark	Gentle® Milk-Based Powder Infant Formula with Iron
S0529ZY	Makes 87 4 fl oz bottles; 43 8 fl oz or 58 6 fl oz or 87 4 fl oz	Member's Mark	Gentle® Milk-Based Powder Infant Formula with Iron
S0545ZY	Makes 89 4 FL OZ BOTTLES, 44 8 fl oz or 59 6 fl oz or 89 4 fl oz	Member's Mark	Infant Infant Formula with Iron Milk-Based Powder
S0474ZY	Makes 89 4 fl oz bottles; 44 8 fl oz or 59 6 fl oz or 89 4 fl oz	Member's Mark	Infant Milk-Based Powder Infant Formula with Iron
S0526ZY	Makes 89 4 fl oz bottles; 44 8 fl oz or 59 6 fl oz or 89 4 fl oz	Member's Mark	Infant Milk-Based Powder Infant Formula with Iron
S0544ZY	Makes 84 4 fl oz bottles; 42 8 fl oz or 56 6 fl oz or 84 4 fl oz	Member's Mark	Sensitivity® Infant Formula with Iron Milk-Based Powder
S0476ZY	Makes 89 4 fl oz bottles; 44 8 fl oz or 59 6 fl oz or 89 4 fl oz	Member's Mark	Sensitivity® Milk-Based Powder Infant Formula with Iron
S0528ZY	Makes 84 4 fl oz bottles; 42 8 fl oz or 56 6 fl oz or 84 4 fl oz	Member's Mark	Sensitivity® Milk-Based Powder Infant Formula with Iron
S0011WL	Makes 44 4 fl oz Bottles	Bobbie Baby	Organic Infant Formula

EXHIBIT B



Parent's Choice Advantage Infant Formula (36 oz)
Exhibit B - Page 1 of 2



IMPORTANT NOTICE: BREAST MILK IS BEST
 Before using an infant formula, ask the pediatrician or healthcare professional.

DIRECTIONS FOR PREPARATION AND USE:

Your baby's health depends on carefully following these preparation instructions. Failure to follow these instructions could result in severe illness in infants who might have immune problems unless directed and supervised by your doctor. Ask your baby's doctor about the need to boil or sterilize water for proper preparation of bottle and feeding utensils.

1.  Clean can top before opening. Wash hands, bottle and feeding utensils in hot soapy water prior to preparing formula.
2.  Pour desired amount of warm water (approx. 100°F/40°C) into clean bottle. (See Feeding Chart).
3.  Add powder. Always add powder to water.
4.  Cap bottle and shake until powder is dissolved. Feed immediately. Do not use any remaining formula in bottle after 1 hour from start of feeding.

Feeding Chart

To Make***	Water	Powder (Use scoop enclosed)
2 fl oz bottle	2 fl oz	1 unpacked level scoop (8.8g)
4 fl oz bottle	4 fl oz	2 unpacked level scoops (17.6g)
6 fl oz bottle	6 fl oz	3 unpacked level scoops (26.4g)
8 fl oz bottle	8 fl oz	4 unpacked level scoops (35.2g)

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

Storage: Store unused prepared formula in the refrigerator at 35-40°F (2-4°C) and use within 24 hours. DO NOT FREEZE. Warm infant formula to room temperature and shake well before feeding. Prepared formula should not be without refrigeration more than 2 hours. Store unopened cans in a dry area at room temperature. Cover the opened can with the plastic cap; use contents within 1 month. Avoid any extreme temperatures.

DATE ON BOTTOM OF CAN.

WARNING: DO NOT USE MICROWAVE TO PREPARE OR WARM FORMULA. SERIOUS BURNS MAY OCCUR.

Filled by weight, not by volume. Contents may settle during shipment. Contents yield approximately 261 fl oz of formula.

Gluten-Free

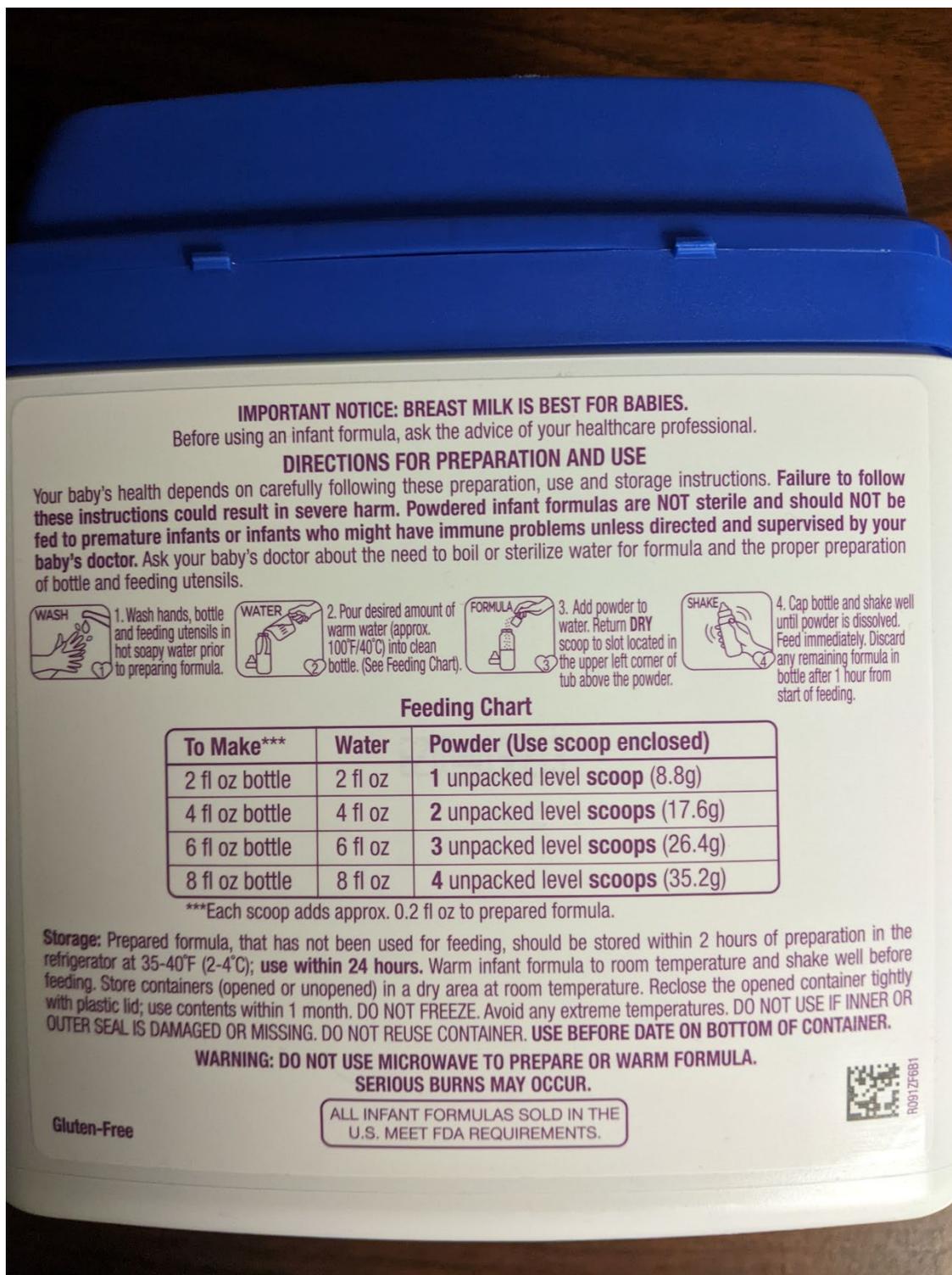
ALL INFANT FORMULAS SOLD IN THE U.S. MEET FDA REQUIREMENTS

Parent's Choice Advantage Infant Formula (36 oz)
 Exhibit B - Page 2 of 2

EXHIBIT C



Parent's Choice Tender Infant Formula (32 oz)
Exhibit C - Page 1 of 2



IMPORTANT NOTICE: BREAST MILK IS BEST FOR BABIES.

Before using an infant formula, ask the advice of your healthcare professional.

DIRECTIONS FOR PREPARATION AND USE

Your baby's health depends on carefully following these preparation, use and storage instructions. **Failure to follow these instructions could result in severe harm. 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 about the need to boil or sterilize water for formula and the proper preparation of bottle and feeding utensils.

- WASH** 1. Wash hands, bottle and feeding utensils in hot soapy water prior to preparing formula.
- WATER** 2. Pour desired amount of warm water (approx. 100°F/40°C) into clean bottle. (See Feeding Chart).
- FORMULA** 3. Add powder to water. Return **DRY** scoop to slot located in the upper left corner of tub above the powder.
- SHAKE** 4. Cap bottle and shake well until powder is dissolved. Feed immediately. Discard any remaining formula in bottle after 1 hour from start of feeding.

Feeding Chart

To Make***	Water	Powder (Use scoop enclosed)
2 fl oz bottle	2 fl oz	1 unpacked level scoop (8.8g)
4 fl oz bottle	4 fl oz	2 unpacked level scoops (17.6g)
6 fl oz bottle	6 fl oz	3 unpacked level scoops (26.4g)
8 fl oz bottle	8 fl oz	4 unpacked level scoops (35.2g)

***Each scoop adds approx. 0.2 fl oz to prepared formula.

Storage: Prepared formula, that has not been used for feeding, should be stored within 2 hours of preparation in the refrigerator at 35-40°F (2-4°C); **use within 24 hours.** Warm infant formula to room temperature and shake well before feeding. Store containers (opened or unopened) in a dry area at room temperature. Reclose the opened container tightly with plastic lid; use contents within 1 month. **DO NOT FREEZE.** Avoid any extreme temperatures. **DO NOT USE IF INNER OR OUTER SEAL IS DAMAGED OR MISSING. DO NOT REUSE CONTAINER. USE BEFORE DATE ON BOTTOM OF CONTAINER.**

WARNING: DO NOT USE MICROWAVE TO PREPARE OR WARM FORMULA. SERIOUS BURNS MAY OCCUR.

ALL INFANT FORMULAS SOLD IN THE U.S. MEET FDA REQUIREMENTS.

Gluten-Free

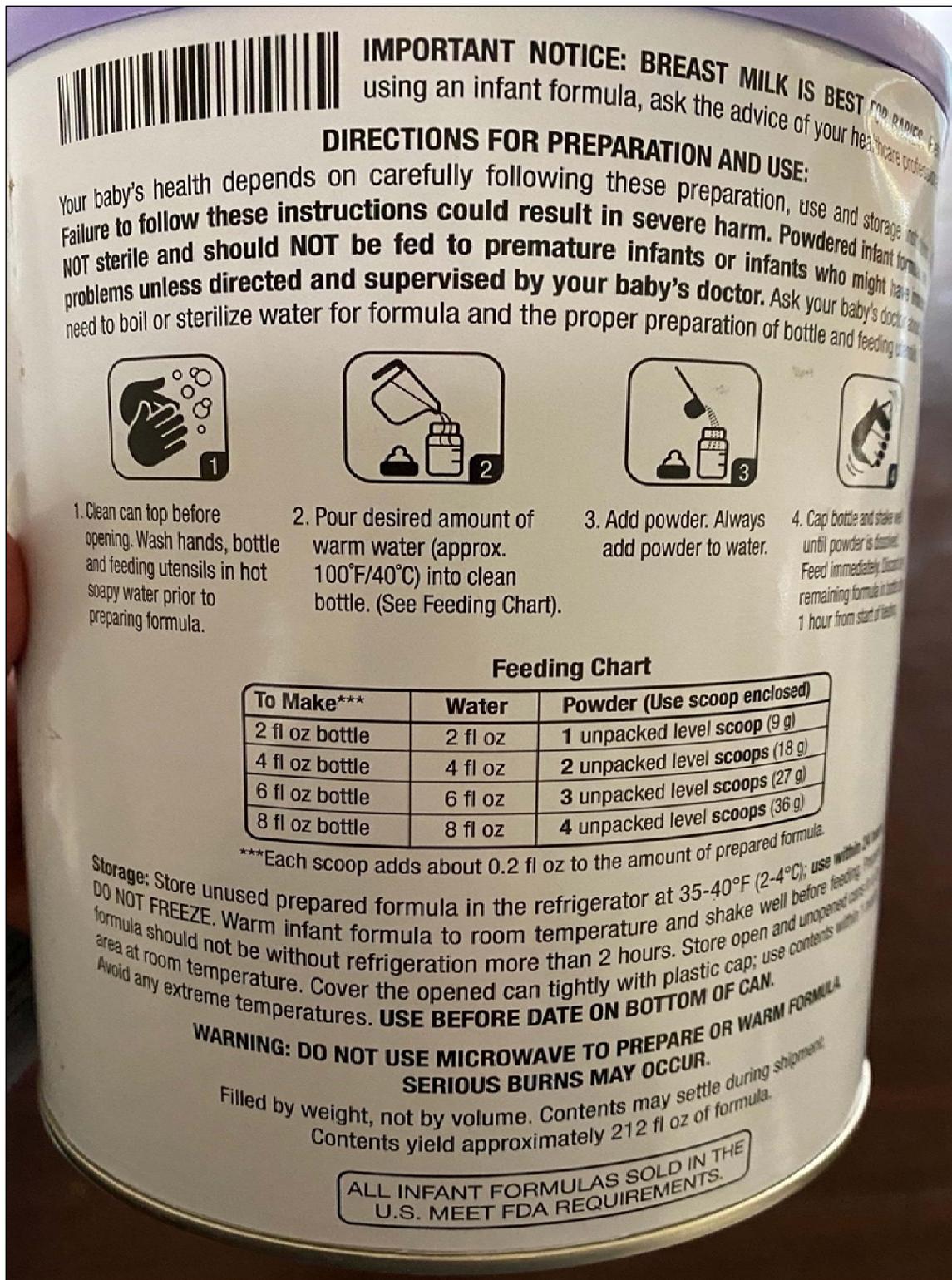


Parent's Choice Tender Infant Formula (32 oz)
Exhibit C - Page 2 of 2

EXHIBIT D



Up & Up Complete Comfort Infant Formula (29.8 oz)
Exhibit D - Page 1 of 3



IMPORTANT NOTICE: BREAST MILK IS BEST for babies. For more information, ask your healthcare professional. **Failure to follow these instructions could result in severe harm.** Powdered infant formula is **NOT sterile and should NOT be fed to premature infants or infants who might have medical problems unless directed and supervised by your baby's doctor.** Ask your baby's doctor if you need to boil or sterilize water for formula and the proper preparation of bottle and feeding.

DIRECTIONS FOR PREPARATION AND USE:
Your baby's health depends on carefully following these preparation, use and storage instructions. Failure to follow these instructions could result in severe harm. Powdered infant formula is NOT sterile and should NOT be fed to premature infants or infants who might have medical problems unless directed and supervised by your baby's doctor. Ask your baby's doctor if you need to boil or sterilize water for formula and the proper preparation of bottle and feeding.



1. Clean can top before opening. Wash hands, bottle and feeding utensils in hot soapy water prior to preparing formula.



2. Pour desired amount of warm water (approx. 100°F/40°C) into clean bottle. (See Feeding Chart).



3. Add powder. Always add powder to water.



4. Cap bottle and shake well until powder is dissolved. Feed immediately. Discard remaining formula in bottle 1 hour from start of feeding.

Feeding Chart

To Make***	Water	Powder (Use scoop enclosed)
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)
6 fl oz bottle	6 fl oz	3 unpacked level scoops (27 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.

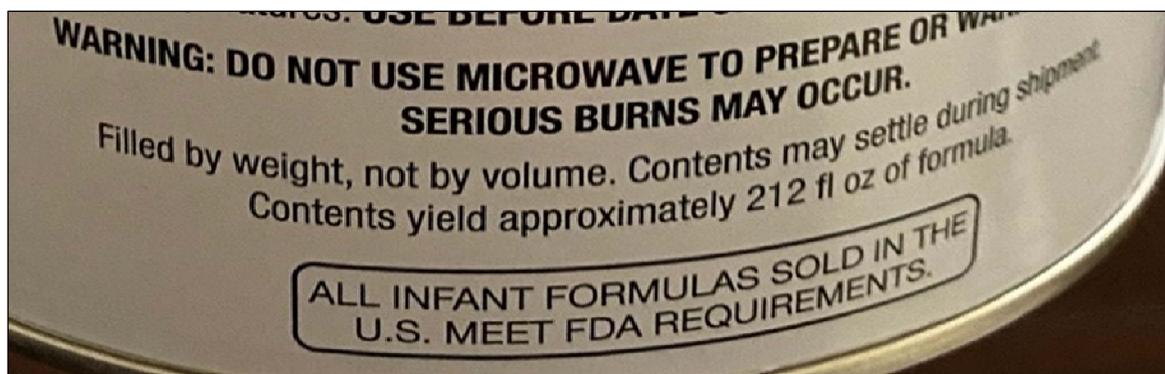
Storage: Store unused prepared formula in the refrigerator at 35-40°F (2-4°C); use within 24 hours. **DO NOT FREEZE.** Warm infant formula to room temperature and shake well before feeding. Prepared formula should not be without refrigeration more than 2 hours. Store open and unopened cans in a cool, dry area at room temperature. Cover the opened can tightly with plastic cap; use contents within 30 days. Avoid any extreme temperatures. **USE BEFORE DATE ON BOTTOM OF CAN.**

WARNING: DO NOT USE MICROWAVE TO PREPARE OR WARM FORMULA. SERIOUS BURNS MAY OCCUR.

Filled by weight, not by volume. Contents may settle during shipment. Contents yield approximately 212 fl oz of formula.

ALL INFANT FORMULAS SOLD IN THE U.S. MEET FDA REQUIREMENTS.

Up & Up Complete Comfort Infant Formula (29.8 oz)
Exhibit D - Page 2 of 3

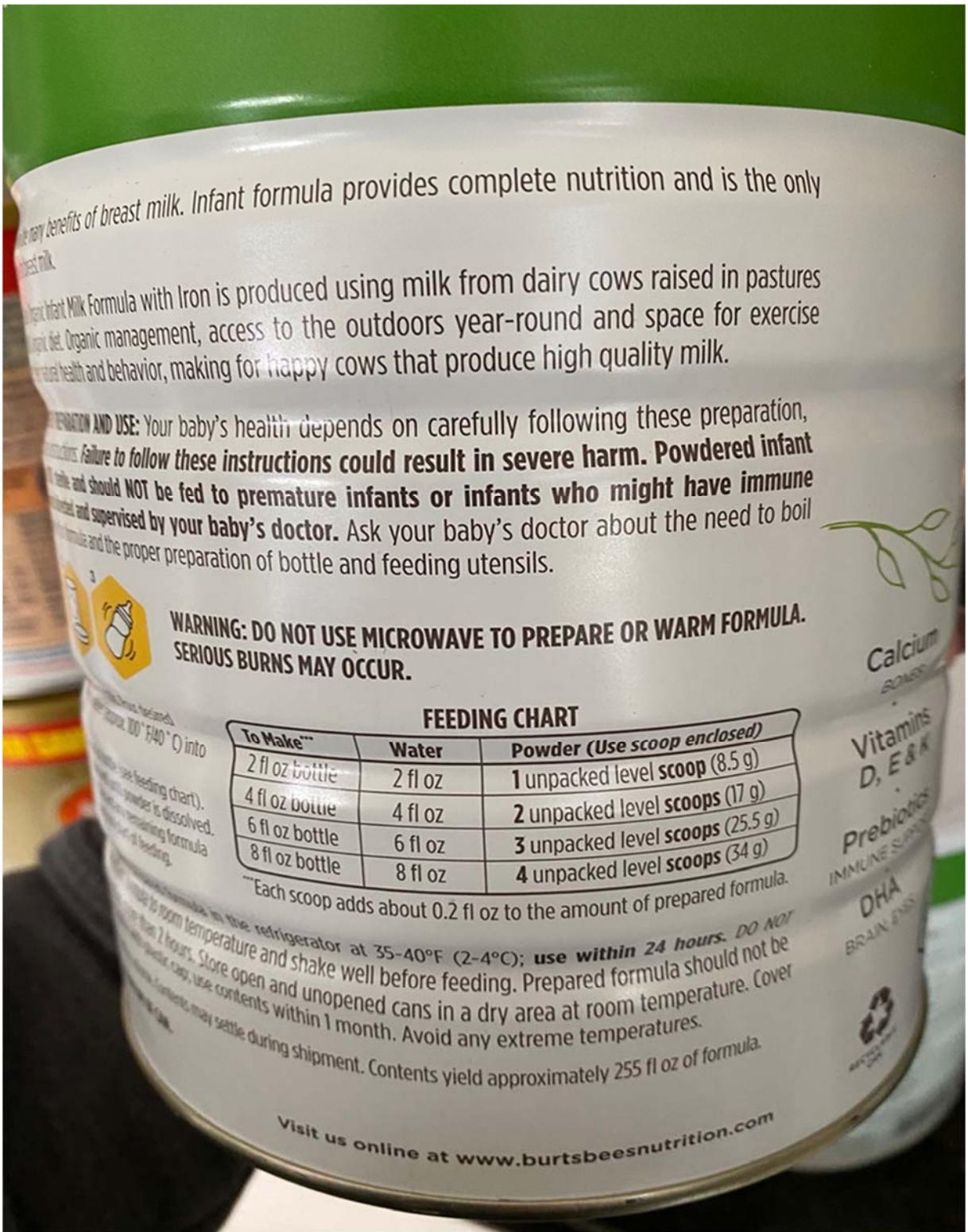


Up & Up Complete Comfort Infant Formula (29.8 oz)
Exhibit D - Page 3 of 3

EXHIBIT E



Burt's Bees Baby Organic Infant Milk (34 oz)
Exhibit E - Page 1 of 3



...many benefits of breast milk. Infant formula provides complete nutrition and is the only
...breast milk.

...Burt's Bees Baby Organic Infant Milk Formula with Iron is produced using milk from dairy cows raised in pastures
...organic diet. Organic management, access to the outdoors year-round and space for exercise
...natural health and behavior, making for happy cows that produce high quality milk.

PREPARATION AND USE: Your baby's health depends on carefully following these preparation,
...instructions. **Failure to follow these instructions could result in severe harm. Powdered infant
...formula and should NOT be fed to premature infants or infants who might have immune
...deficiencies and should be supervised by your baby's doctor. Ask your baby's doctor about the need to boil
...water for formula and the proper preparation of bottle and feeding utensils.**



**WARNING: DO NOT USE MICROWAVE TO PREPARE OR WARM FORMULA.
SERIOUS BURNS MAY OCCUR.**

FEEDING CHART

To Make**	Water	Powder (Use scoop enclosed)
2 fl oz bottle	2 fl oz	1 unpacked level scoop (8.5 g)
4 fl oz bottle	4 fl oz	2 unpacked level scoops (17 g)
6 fl oz bottle	6 fl oz	3 unpacked level scoops (25.5 g)
8 fl oz bottle	8 fl oz	4 unpacked level scoops (34 g)

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

...store in the refrigerator at 35-40°F (2-4°C); use within 24 hours. DO NOT
...at room temperature and shake well before feeding. Prepared formula should not be
...for more than 2 hours. Store open and unopened cans in a dry area at room temperature. Cover
...with plastic cap, use contents within 1 month. Avoid any extreme temperatures.
...contents may settle during shipment. Contents yield approximately 255 fl oz of formula.

Visit us online at www.burtsbeesnutrition.com

Calcium
Vitamins
D, E & K
Prebiotics
IMMUNE SUPPORT
DHA
BRAIN FUEL

Burt's Bees Baby Organic Infant Milk (34 oz)
Exhibit E - Page 2 of 3

FEEDING CHART

To Make***	Water	Powder (Use scoop enclosed)
2 fl oz bottle	2 fl oz	1 unpacked level scoop (8.5 g)
4 fl oz bottle	4 fl oz	2 unpacked level scoops (17 g)
6 fl oz bottle	6 fl oz	3 unpacked level scoops (25.5 g)
8 fl oz bottle	8 fl oz	4 unpacked level scoops (34 g)

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

Store in the refrigerator at 35-40°F (2-4°C); **use within 24 hours. DO NOT** refrigerate and shake well before feeding. Prepared formula should not be refrigerated. Store unopened cans in a dry area at room temperature. Cover contents within 1 month. Avoid any extreme temperatures. Cover and settle during shipment. Contents yield approximately 255 fl oz of formula.

Burt's Bees Baby Organic Infant Milk (34 oz)
Exhibit E - Page 3 of 3

EXHIBIT F



Earth's Best Organic Sensitivity Infant Formula (32 oz)
Exhibit F - Page 1 of 2



To Make	Water	Powder
2-oz. bottle	2 fl. oz.	1 unpacked level scoop (8.7g)
4-oz. bottle	4 fl. oz.	2 unpacked level scoops (17.4g)
6-oz. bottle	6 fl. oz.	3 unpacked level scoops (26.1g)
8-oz. bottle	8 fl. oz.	4 unpacked level scoops (34.8g)

Earth's Best Organic Sensitivity Infant Formula (32 oz)
Exhibit F – Page 2 of 2