

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

HEIDI LANGAN, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

JOHNSON & JOHNSON CONSUMER  
COMPANIES, INC.

Defendant.

CIVIL NO. 3:13-cv-01471(RNC)

JULY 1, 2014

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**ANSWER TO FIRST AMENDED CLASS ACTION COMPLAINT**

Defendant Johnson & Johnson Consumer Companies, Inc. ("J&JCC" or "Defendant"), by  
its undersigned attorneys, for its Answer to the First Amended Class Action Complaint of  
Plaintiff Heidi Langan ("Complaint") alleges as follows:

**NATURE OF THE ACTION**

1. Denies the allegations in paragraph 1, except admits that Plaintiff purports to bring this action as a class action relating to the Products as defined in that paragraph.
2. Denies the allegations of paragraph 2, except refers to the packaging of the Products, which lists their true, correct and complete contents.
3. Denies the allegations of paragraph 3.

**JURISDICTION AND VENUE**

4. With respect to the allegations of paragraph 4, admits that Plaintiff purports to premise jurisdiction on 28 U.S.C. § 1332 as amended by the Class Action Fairness Act, but denies knowledge or information sufficient to form a belief as to the truth of the allegations that a substantial number of the members of the proposed class are citizens of a state different from that of Defendant.

5. Admits the allegations of paragraph 5.

**PARTIES**

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6, except denies that the Products contain any representation that they consisted of entirely natural ingredients.

7. Admits the allegations of paragraph 7.

**SUBSTANTIVE ALLEGATIONS**

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8.

9. Denies the allegations of paragraph 9, except admits that J&JCC markets various products under the Aveeno Baby Brand and refers to the Aveeno website for its true, correct and complete contents.

10. Denies the allegations of paragraph 10, except refers to the labels of the Products for their true, correct and complete terms.

11. Denies the allegations of paragraph 11.

12. Denies the allegations of paragraph 12, except refers to the labels of the Products for their true, correct and complete contents and specifically denies that any of the ingredients in the Products are harmful in the manner alleged or in any respect whatsoever.

13. Denies the allegations of paragraph 13, except refers to the labels of the Products for their true, correct and complete contents and specifically denies that any of the ingredients in the Products are harmful in the manner alleged or in any respect whatsoever.

14. Denies the allegations of paragraph 14, except admits that the Products are marketed for babies.

### **THE UNNATURAL INGREDIENTS**

15. Denies the allegations of paragraph 15, except refers to the labels of the Products for their true, correct and complete terms and specifically denies that any of the ingredients in the products are harmful in the manner alleged or in any respect whatsoever.

16. Denies the allegations of paragraph 16.

17. Denies the allegations of paragraph 17.

### **CLASS ACTION ALLEGATIONS**

18. The allegations in paragraph 18 state a legal conclusion as to which no response is required. To the extent any response is necessary, J&JCC denies the allegations. J&JCC specifically denies that this action can properly proceed as a class action.

19. The allegations in paragraph 19 state a legal conclusion as to which no response is required. To the extent any response is necessary, J&JCC denies the allegations. J&JCC specifically denies that this action can properly proceed as a class action.

20. The allegations of paragraph 20 state a legal conclusion as to which no response is required. To the extent any response is necessary, J&JCC denies the allegations. J&JCC specifically denies that this action can properly proceed as a class action.

21. The allegations of paragraph 21 state a legal conclusion as to which no response is required. To the extent any response is necessary, J&JCC denies the allegations. J&JCC specifically denies that this action can properly proceed as a class action.

22. The allegations of paragraph 22 state a legal conclusion as to which no response is required. To the extent any response is necessary, J&JCC denies the allegations. J&JCC specifically denies that this action can properly proceed as a class action.

23. The allegations of paragraph 23 state a legal conclusion as to which no response is required. To the extent any response is necessary, J&JCC denies the allegations. J&JCC specifically denies that this action can properly proceed as a class action.

#### **COUNT I**

24. In response to the allegations set forth in paragraph 24, repeats and realleges its responses in paragraphs 1 through 23 of this Answer as though fully set forth herein.

25. Denies the allegations of paragraph 25.

26. Denies the allegations of paragraph 26.

27. Denies the allegations of paragraph 27.

28. Denies the allegations of paragraph 28.

29. Denies the allegations of paragraph 29.

30. Denies the allegations of paragraph 30.

31. Denies the allegations of paragraph 31.

32. Denies the allegations of paragraph 32.

33. Denies the allegations of paragraph 33.

34. Denies the allegations of paragraph 34.

35. Denies the allegations of paragraph 35.

36. Denies the allegations of paragraph 36.

#### **AFFIRMATIVE DEFENSES**

J&JCC sets forth below its affirmative defenses. By setting forth these affirmative defenses, J&JCC does not assume the burden of proving any fact, issue or element of a cause of action where such burden properly belongs to the plaintiff or the class members. J&JCC reserves the right to raise additional affirmative defenses as may be established during discovery and by the evidence in this case.

First Affirmative Defense

(Failure to State a Claim)

37. The Complaint fails to state a claim upon which relief may be granted.

Second Affirmative Defense

(Lack of Standing)

38. Plaintiff lacks standing to assert the claims herein, in whole or in part, or to act as a Class Representative.

Third Affirmative Defense

(Laches)

39. Plaintiff and the putative class are barred, in whole or in part, from recovery by the doctrine of laches.

Fourth Affirmative Defense

(Statutes of Limitations)

40. The claims of plaintiff and the putative class are barred, in whole or in part, by the applicable statutes of limitations.

Fifth Affirmative Defense

(First Amendment)

41. The claims of plaintiff and the putative class are barred, in whole or in part, by the First Amendment of the United States Constitution, and similar provisions in the Constitution of the State of Connecticut, which protect, among other things, J&JCC's right to promote and advertise its products.

Sixth Affirmative Defense

(Safe Harbor)

42. The Complaint is barred, in whole or in part, because J&JCC's business practices are not unfair, unlawful or likely to mislead because its conduct falls within a safe harbor created by law.

Seventh Affirmative Defense

(Good Faith/Reasonable Belief as to Accuracy and Validity)

43. The Complaint is barred, in whole or in part, because any representations or statements alleged to have been made by J&JCC were true and accurate at the time made and/or otherwise were made in good faith and with a reasonable belief as to their validity and accuracy and with reasonable belief that all of J&JCC's conduct was lawful.

Eight Affirmative Defense

(Due Process)

44. The Complaint, and the certification of the proposed class, is barred, in whole or in part, by the Due Process Clauses of the Constitutions of the United States and the State of Connecticut.

Ninth Affirmative Defense

(Preemption/Primary Jurisdiction)

45. The Complaint is barred, in whole or in part, by the doctrines of federal preemption or primary jurisdiction.

Tenth Affirmative Defense

(Punitive Damages)

46. Plaintiff and the putative class are barred from recovering punitive damages against J&JCC because any imposition of punitive damages under the facts and

circumstances of this case would violate the rights of J&JCC under the United States Constitution, the Constitution of the State of Connecticut, and the applicable laws of Connecticut.

WHEREFORE, J&JCC prays that the request to certify the class be denied, and that the Court enter judgment in favor of J&JCC as follows:

- (i) dismissing the Complaint with prejudice;
- (ii) For J&JCC's reasonable attorney's fees;
- (iii) For J&JCC's reasonable costs and expenses incurred in defending against this action; and
- (iv) For such other and further relief as the Court deems just and proper.

Dated: July 1, 2014

Respectfully submitted,

/s/ Wystan M. Ackerman

Wystan M. Ackerman (ct24090)  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, Connecticut 06103-3597  
Phone: (860) 275-8200  
Fax: (860) 275-8299

Harold P. Weinberger (phv06406)  
Eileen M. Patt (phv06407)  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Phone: (212) 715-9100  
Fax: (212) 715-8000

*Attorneys for Defendant  
Johnson & Johnson Consumer Companies,  
Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 1st day of July, 2014, a copy of the foregoing was filed electronically with the Court's ECF system. Notice of this filing will be served upon all counsel of record by operation of the Court's ECF system.

/s/ Wystan M. Ackerman