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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
TRENTON DIVISION**

TAMMY DEVANE,

Plaintiff,

v.

CHURCH & DWIGHT CO, INC.,

Defendant.

Civil Action No. \_\_\_\_\_

**CLASS ACTION COMPLAINT AND JURY  
DEMAND**

**CLASS ACTION COMPLAINT**

Plaintiff, Tammy DeVane (“Plaintiff”) brings this class action lawsuit on behalf of herself and others similarly situated against the Defendant Church & Dwight Co., Inc. (“Church & Dwight”).

**INTRODUCTION**

1. Church & Dwight is a large Delaware corporation who manufactures a wide variety of household products, including a line of multivitamin products under the Vitafusion and L’il Critters brand names. As part of the labeling for these products, Church & Dwight identifies its multivitamin products as being “complete” and containing the “essential” nutrients expressly on the products’ packaging and labels.

2. Despite the representations and warranties contained on its products packaging and

labels, Church & Dwight's products are not, in fact, "complete" by any definition of the word as they are lacking several of the essential vitamins identified by the FDA as being necessary for human health. Specifically, these products all lack vitamin K, thiamin (vitamin B-1), and riboflavin (vitamin B-2), while many of the products additionally lack niacin (vitamin B-3).

3. Plaintiff therefore brings the following claims on behalf of herself and a nationwide class of purchasers of Defendant's Vitafusion and L'il Critters multivitamin products: (a) breach of express warranty, (b) breach of implied warranty, (c) violation of New Jersey Consumer Fraud Act; and (d) violation of Florida's Deceptive and Unfair Trade Practices Act.

### **PARTIES**

4. Plaintiff Tammy DeVane is a person, domiciled and residing in the State of Florida. She is therefore a citizen of Florida.

5. Defendant Church & Dwight Co., is a Delaware corporation with its headquarters located at 500 Charles Ewing Boulevard, Ewing, New Jersey 08628. It is therefore a citizen of Delaware and New Jersey.

6. Church & Dwight is a major American manufacturer of household products that is best known for its Arm & Hammer line of products. It describes itself as a "a \$3.5 billion company" and as one of the fastest growing Consumer Packaged Goods companies that has outpaced the Standard & Poor's by more than three times over the last 10 years." Church & Dwight's website identifies one of its "Guiding Principles" as being "compliance with ethical and applicable legal requirements," and states that its Guiding Principles "complement [its] commitment to comply with all other applicable legal, government, regulatory and professional requirements." Church & Dwight claims its reputation and integrity are "valuable corporate assets," and, to that extent, "[a]ny violation of [its] Guiding Principles or any dishonest, unethical

or illegal conduct will constitute grounds for disciplinary action up to and including termination.”

### **JURISDICTION AND VENUE**

7. This Court has personal jurisdiction over Church & Dwight because it is both headquartered in and has its primary place of business in the State of New Jersey. Therefore, in accord with the Supreme Court’s holding in *Bristol-Myers Squibb Co. v. Superior Court*, 582 U.S. \_\_\_, 137 S. Ct. 1773, 1775 (2017), this Court has general personal jurisdiction over the Plaintiff’s claims.

8. Federal subject matter jurisdiction is based upon 28 U.S.C. § 1332 in that the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which at least one member of the class is a citizen of a state different than that of the Defendant.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1), because a substantial part of the events and omissions giving rise to this action occurred in this District as Defendant owns and operates research, development, and corporate offices within this District and throughout New Jersey.

### **FACTS COMMON TO ALL CLAIMS**

#### **A. Vitamins B1, B2, B3 and K are “essential” nutrients required by the human body.**

10. The FDA, in its 2009 publication “Fortify Your Knowledge About Vitamins,” identified “13 vitamins that the body absolutely need,” including vitamin K, vitamin B-1 (thiamin), vitamin B-2 (riboflavin) and vitamin B-3 (niacin). These same vitamins were further identified by the FDA in its regulations as being “essential in human nutrition.” 21 C.F.R. 109(c)(8)(iv).

11. Every five years, the U.S. Department of Agriculture (“USDA”) and the U.S.

Department of Health and Human Services (“DHHS”) publish the “Dietary Guidelines for Americans.”

12. The USDA and DHHS note that Americans as a whole “are not consuming healthy eating patterns.” These poor eating habits have resulted in “[m]ore than two-thirds of adults and nearly one-third of children and youth [in America] [being] overweight or obese.”

13. This failure to adhere to healthy eating patterns has, therefore, resulted in a large percentage Americans finding it difficult to meet their daily recommended intake for many of the essential vitamins without needing to pile on additional calories.

14. Accordingly, while the USDA and the DHHS recommend that “[i]ndividuals should aim to meet their nutrient needs through healthy eating patterns that include nutrient-dense foods,” they also recognize that this isn’t always practical and note that “dietary supplements may be useful in providing one or more nutrients that otherwise may be consumed in less than recommended amounts.”

**B. Defendant markets its vitamin supplements as “complete multivitamins” despite knowing they do not contain many essential vitamins.**

15. All of the Vitafusion and L’il Critters multivitamin products at issue in this case—as well as their labels—are substantially similar.

16. Defendant advertises products in its Vitafusion Multivitamins and L’il Critters Multivitamin lines of products as being “complete multivitamins,” despite the fact that Defendant knows said products do not contain all of the essential vitamins identified by the FDA in both its publications and regulations, including any vitamin K, thiamin, riboflavin and niacin.

17. For example, Defendant’s Vitafusion Men’s Multivitamin product is advertised as

being a “complete multivitamin dietary supplement.”<sup>1</sup> Further, Defendant specifically advertises this product as including niacin (vitamin B3).<sup>2</sup> Despite this fact, however, the Men’s Multivitamin product does not contain any vitamin K, thiamin, riboflavin or niacin.<sup>3</sup>

18. Another example, Defendant’s L’il Critters Gummy Vites product is advertised as a “complete multivitamin” and a “dietary supplement.”<sup>4</sup> Again, this product lacks any vitamin K, thiamin, riboflavin or niacin.<sup>5</sup>

19. Upon information and belief, this is a pattern repeated across all of Defendant’s multivitamin products carried under its L’il Critters and Vitafusion brand names, including, but not limited to: L’il Critters Twisted Fruits<sup>6</sup>; L’il Critters Super Mario™ Power Ups Complete Multivitamins<sup>7</sup>; L’il Critters Despicable Me™ Complete Multivitamins<sup>8</sup>; Vitafusion Women’s

<sup>1</sup> <http://www.gummyvites.com/-/media/VMS/NewProducts/chd/Mens-1.jpg>

<sup>2</sup> <http://www.gummyvites.com/en/vitafusion/Supplement-Index?s=Vitamin%20B3>:  
Products which include: Vitamin B3



<sup>3</sup> <http://www.gummyvites.com/-/media/VMS/vitafusion/Supplements/in/72012825.jpg>

<sup>4</sup> [http://www.gummyvites.com/-/media/VMS/lil-Critters/bottles/LC\\_GummyVites\\_Bottle-noct\\_Large.png](http://www.gummyvites.com/-/media/VMS/lil-Critters/bottles/LC_GummyVites_Bottle-noct_Large.png)

<sup>5</sup> [http://www.gummyvites.com/-/media/VMS/New-Facts/LC-GV-190ct\\_72011784.gif](http://www.gummyvites.com/-/media/VMS/New-Facts/LC-GV-190ct_72011784.gif)

<sup>6</sup> Bottle: <http://www.gummyvites.com/-/media/VMS/lil-Critters/bottles/lc-twisted-fruits.png>; label: <http://www.gummyvites.com/-/media/VMS/New-Facts/lc-twisted-fruits-suppl-facts.png>

<sup>7</sup> Bottle: [http://www.gummyvites.com/-/media/VMS/lil-Critters/bottles/LCLB-02684-04A\\_front.png](http://www.gummyvites.com/-/media/VMS/lil-Critters/bottles/LCLB-02684-04A_front.png); label: <http://www.gummyvites.com/-/media/VMS/New-Facts/LC-SuppFacts-01-GumVites.gif>

<sup>8</sup> Bottle: [http://www.gummyvites.com/-/media/VMS/lil-Critters/bottles/LC\\_minions\\_large.png](http://www.gummyvites.com/-/media/VMS/lil-Critters/bottles/LC_minions_large.png); label: <http://www.gummyvites.com/-/media/VMS/New-Facts/LC-SuppFacts-01-GumVites.gif>

Supercharged Multi<sup>9</sup>; and the Vitafusion MultiVites.<sup>10</sup>

20. Despite this, Defendant affirmatively labels and advertises these products as being “Complete” multivitamins containing the “Essential” vitamins and nutrients. Further, Defendant’s labels fail to inform consumers, including Plaintiff and members of the putative class, that its products lacked some of the essential vitamins as described herein. A review of the labeling of these products fails to reveal that the products lacked any vitamins which the FDA deems to be “essential in human nutrition.”

### **PLAINTIFF SPECIFIC FACTS**

21. Plaintiff Tammy DeVane has been purchasing Defendant’s L’il Critters Gummy Vites Complete Multivitamin products for at least six months, with refills approximately every three months.

22. The packaging and labeling of this product represents and warrants that it is a “Complete Multivitamin.” Such representation and warranty is displayed prominently in the center of the packaging:

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<sup>9</sup> This product does indicate that it contains niacin on the label. Bottle: <http://www.gummyvites.com/-/media/VMS/NewProducts/chd/Womens-1.jpg>; label: <http://www.gummyvites.com/-/media/VMS/vitafusion/Supplements/in/72012826.jpg>

<sup>10</sup> This product does indicate that it contains niacin on the label. Bottle: [http://www.gummyvites.com/-/media/VMS/NewProducts/chd/MultiVites-\(1\).jpg](http://www.gummyvites.com/-/media/VMS/NewProducts/chd/MultiVites-(1).jpg); label: <http://www.gummyvites.com/-/media/VMS/vitafusion/Supplements/in/72014160.jpg>.



23. Based upon this representation and warranty, Plaintiff believed that the product was a complete multivitamin contained all the vitamins her grandchildren needed in them.

### **CLASS ALLEGATIONS**

24. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure Rule 23. The Class which Plaintiff seeks to represent is composed of and defined as:

- a. All persons in the United States (except citizens of California) who purchased L'il Critters Multivitamins and/or Vitafusion Multivitamins (the "Class").
- b. A subclass of all Class members who purchased L'il Critters Multivitamins and/or Vitafusion Multivitamins in Florida (the "Florida Subclass")
- c. A subclass of all Class members who purchased L'il Critters Multivitamins and/or Vitafusion Multivitamins in New Jersey (the "New Jersey Subclass").

25. Excluded from the Class and both Sub-Classes are persons who purchased such multivitamins for resale and employees of the Defendant.

26. Plaintiff reserves the right to create additional subclasses or classes, if necessary, and to revise these definitions to maintain a cohesive class that does not require individual inquiries to determine the Defendant's liability.

**COMMON QUESTIONS OF LAW AND FACT PREDOMINATE**

27. There are common questions of law and fact which are of general interest to the class. These common questions of law and fact predominate over any questions affecting only individual members of the class. Such common questions include, but are not limited to, the following:

- a. Whether Defendant's multivitamin products actually contained all of the "essential" vitamins, including thiamin, riboflavin, niacin and vitamin K;
- b. Whether the deliberate and deceitful marketing and labeling of the Defendant's multivitamin products violated the New Jersey Consumer Fraud Act;
- c. Whether the deliberate and deceitful marketing and labeling of the Defendant's multivitamin products violated Florida's Deceptive and Unfair Trade Practices Act;
- d. Whether Defendant warranted that its multivitamin products were "complete" and "essential" multivitamins; and
- e. Whether Defendant breached these warranties.

**TYPICALITY AND NUMEROSITY**

28. The claims of the named Plaintiff are typical of the claims of the Class.

29. Based on information and belief, the total number of members of each putative Class and Sub-Class exceeds 100 members and is so numerous that separate joinder of each member is impracticable. The precise number of Class members and their identities are unknown to Plaintiff at this time but may be ascertained through discovery. Class members may be notified



of the pendency of this action by mail and/or publication via the distribution records of Defendant and its third-party retailer partners.

### **ADEQUATE REPRESENTATION**

30. Plaintiff will fairly and adequately protect the interests of the members of the Class and has no interest antagonistic to those of other Class members. Plaintiff has retained class counsel competent to prosecute class actions and such class counsel is financially able to represent the Class and Sub-Classes.

### **SUPERIORITY**

31. The class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual joinder of all members of the classes is impracticable. The interests of judicial economy favor adjudicating the claims for the Plaintiff and the putative Class and Sub-Classes, rather than on an individual basis. The Class action mechanism provides the benefit of unitary adjudication, economies of scale and comprehensive supervision by a single court.

32. Questions of law and fact predominate over any questions affecting only individual members.

### **COUNT ONE** **BREACH OF EXPRESS WARRANTY**

33. Plaintiff adopts, re-asserts and incorporates all of the foregoing allegations as if fully set forth herein.

34. Pursuant to N.J.S.A § 12A:2-313, an express warranty is created by the seller of a good by “[a]ny description of the goods which is made part of the basis of the bargain . . . that the goods shall conform to the description.”

35. Defendant expressly warranted, through its labeling and advertisement of the

products described herein, that they were “complete multivitamins.”

36. However, all of the products described herein were lacking in thiamin, riboflavin, and Vitamin K, and a number of them were also lacking in niacin.

37. Therefore, Defendant breached the express warranty which accompanied its products by selling products that failed to conform to the descriptions of the products upon their labeling and advertisements.

38. As a direct and proximate result of the Defendant’s breach of the express warranty, Plaintiff and class members have been injured as: (a) the Defendant’s products, as described herein do not have the characteristics as promised and warranted by the Defendant; and (b) they would not have purchased the Defendant’s products if they had known of the true facts of the product.

**COUNT TWO**  
**BREACH OF IMPLIED WARRANTY**

39. Plaintiff adopts, re-asserts and incorporates all of the foregoing allegations as if fully set forth herein.

40. Defendants, as the designers, manufacturer’s, marketers, distributors, and/or sellers, of their products, impliedly warranted that its Vitafusion and L’il Critter multivitamins are “complete” multivitamins.

41. Pursuant to N.J.S.A § 12A:2-314, an implied warranty of merchantability exists in any product sold, such that any good sold must:

- a. Pass without objection in the trade under the contract description;
- b. Be of fair average quality within its description;
- c. Be fit for the ordinary purpose for which such goods are used;
- d. Conform to the promises or affirmations of fact made on the container or label.

42. Defendant’s product labeling promised or affirmed that its multivitamin products

were “complete multivitamins.”

43. However, all of the products described herein were lacking in thiamin, riboflavin, and Vitamin K, and a number of them were also lacking in niacin.

44. Defendant breached the implied warranty implied in the contract for the sale of its Vitafusion and L'il Critter multivitamin products, because they could not pass without objection in the trade under the contract description, the goods were not of fair average quality within their description; the goods were not fit for the ordinary purpose for which such goods are used; and the goods do not conform to the promises or affirmations of fact made on the products' labels.

45. Due to Defendant's breach, Plaintiff and members of the putative class members, did not receive the goods as impliedly warranted by the Defendant to be merchantable.

46. Therefore, Defendant breached the implied warranty of merchantability by selling products that failed to conform to the promises or affirmations of fact made on their containers and labels.

47. As a direct and proximate result of the Defendant's breach of the implied warranty, Plaintiff and class members have been injured as: (a) the Defendant's products, as described herein do not have the characteristics as promised and warranted by the Defendant; and (b) they would not have purchased the Defendant's products if they had known of the true facts of the product.

**COUNT THREE**  
**VIOLATION OF NEW JERSEY'S CONSUMER FRAUD ACT**

48. Plaintiff adopts, re-asserts and incorporates all of the foregoing allegations as if fully set forth herein.

49. Plaintiff, each Class Member and the Defendant are “persons” within the meaning of N.J.S.A. § 56:8-1.

50. The New Jersey Consumer Fraud Act (“NJCFA”) provides that Defendant has a

duty not to engage in “any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise . . .” N.J.S.A. § 56:8-2.

51. The business activities of Defendant described above constitute the sale or advertisement of merchandise within the meaning of the NJCFA. See N.J.S.A. § 56:8-1.

52. The Defendant has engaged in unconscionable commercial practices or deceptive acts or practices where its conduct regarding the marketing of its products as “complete” multivitamins lacked honesty in fact, fair dealing, and good faith or because it had the capacity to mislead consumers acting reasonably. As such, its conduct violates the NJCFA.

53. NJSA 56:8-2.11 provides that “Any person violating the provisions of the [NJCFA] act shall be liable for a refund of all monies acquired by means of any practice declared herein to be unlawful.”

54. Due to Defendant’s violation of the NJCFA, Plaintiff, Class Members and New Jersey Sub-Class Members have suffered ascertainable losses, and unless restrained, said individuals and others in the future will continue to suffer injury and harm.

55. As a direct and proximate result of the Defendant’s violation of the NJCFA, Plaintiff and class members have been injured as: (a) the Defendant’s products, as described herein do not have the characteristics as promised and advertised by the Defendant; and (b) they would not have purchased the Defendant’s products if they had known of the true facts of the product.

**COUNT FOUR – FLORIDA SUB-CLASS ONLY**  
**VIOLATION OF FLORIDA’S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

56. Plaintiff adopts, re-asserts and incorporates all of the foregoing allegations as if fully set forth herein.

57. Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.* ("FDUTPA"), prohibits "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."

58. The stated purpose of the FDUTPA is to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.202.

59. Plaintiff, and each member of the putative class, qualify as "consumers" under the FDUTPA (Fla. Stat. § 501.203(7)), and each has been harmed by the Defendant's unconscionable, deceptive, and unfair acts and practices of mislabeling their multivitamin products as "complete," while knowing that they did not contain certain essential vitamins which the U.S. government recommends children receive. The Defendant's misrepresentations, omissions and deceptive practices as set forth above and throughout this Class Action Complaint, are likely to mislead reasonable customers under the circumstances.

60. As a direct and proximate result of the Defendant's violation of the FDUTPA, Plaintiff and class members have been injured as: (a) the Defendant's products, as described herein do not have the characteristics as promised and advertised by the Defendant; and (b) they would not have purchased the Defendant's products if they had known of the true facts of the product.

WHEREFORE, Plaintiff prays for judgment on behalf of herself and on behalf of all other class members as follows:

A. Certifying the national class pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff Tammy DeVane as class representative, and appointing W. Lewis Garrison and Taylor C. Bartlett as class counsel;

B. Certifying the New Jersey sub-class pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff Tammy DeVane as class representative, and appointing W. Lewis Garrison and Taylor C. Bartlett as class counsel;

C. Certifying the Florida sub-class pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff Tammy DeVane as class representative, and appointing W. Lewis Garrison and Taylor C. Bartlett as class counsel;

D. Entering a final decree and order declaring that the Defendant (1) breached the express and implied warranties associated with its Vitafusion and L'il Critters multivitamin products; (2) violated the New Jersey Consumer Fraud Act; and (3) violated the Florida Deceptive and Unfair Trade Practices Act.

E. Awarding reasonable costs and attorneys' fees to Plaintiff and his counsel;

F. Awarding applicable pre-judgment and post-judgment interest; and

G. Awarding such other relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

The Plaintiff hereby demands a trial by jury on all Counts and as to all issues.

Date: April 15, 2019

Respectfully submitted,  
**HENINGER GARRISON DAVIS, LLC**

By: /s/ Taylor C. Bartlett  
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\*Application for admission *pro hac vice* to be filed

**Attorneys for Plaintiff**

**LOCAL RULE 11.2 CERTIFICATION**

Pursuant to Local Civil Rule 11.2, the Plaintiffs certify that they are unaware of any other litigation that concerns the general matter in controversy.

/s/ Taylor C. Bartlett

Taylor C. Bartlett, N.J. Bar no. 142752015

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## CIVIL COVER SHEET

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

**I. (a) PLAINTIFFS**

TAMMY DEVANE

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Taylor C. Bartlett  
Heninger Garrison Davis LLC., 2224 1st Avenue North, Birmingham, AL  
35203; 205.326.3336

**DEFENDANTS**

CHURCH &amp; DWIGHT CO, INC.

County of Residence of First Listed Defendant Mercer  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332

Brief description of cause:

Breach of Express and Implied Warranty;

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes    ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

04/15/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Taylor C. Bartlett

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_



UNITED STATES DISTRICT COURT

for the

District of New Jersey

TAMMY DEVANE

*Plaintiff*

v.

CHURCH & DWIGHT CO, INC.,

*Defendant*

)  
)  
)  
)  
)  
)  
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Church & Dwight Co, Inc.  
500 Charles Ewing Boulevard  
Ewing, New Jersey 08628

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Taylor C. Bartlett, Esq.  
Heninger Garrison Davis LLC  
2224 1st Avenue North  
Birmingham, AL 35203  
205.326.3336

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*