

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT OF QUÉBEC  
(CLASS ACTION)

No.: 500-06-000747-150

M [REDACTED] LICARI, [REDACTED]  
[REDACTED]

*Petitioner*

vs.

**JOHNSON & JOHNSON INC.**, a legal person duly incorporated according to the Laws of Canada, domiciled and having its head office at 300-8565 Autoroute Transcanadienne, in the City of Saint-Laurent, District of Montreal, Province of Quebec, H4S 1Z6;

-and-

**JOHNSON & JOHNSON**, a legal person duly incorporated according to the Law, having its head office at One Johnson & Johnson Plaza, in the city of New Brunswick, State of New Jersey, USA, 08933;

*Respondents*

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**MOTION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO  
ASCRIBE THE STATUS OF REPRESENTATIVE  
(Art. 1002 C.C.P. and following)**

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**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF  
QUÉBEC, SITTING IN AND FOR THE DISTRICT OF MONTRÉAL, THE  
PETITIONER STATES THE FOLLOWING:**

**Introduction:**

1. Petitioner wishes to institute a class action on behalf of the following Group of which Petitioner is a member:

All residents of Canada who have purchased at least one of the Respondents' "Johnson's baby BEDTIME" line of products (hereinafter the "**Baby Bedtime Product(s)**"), including but not limited to the Johnson's baby BEDTIME lotion and the Johnson's baby BEDTIME bath, produced, marketed, advertised, sold and/or distributed by Respondents in Canada, or any other group to be determined by the Court.

(hereinafter referred to as "**Petitioner(s)**", the "**Class Member(s)**", the "**Class**", the "**Group Member(s)**", the "**Group**", or the "**Consumer(s)**");

2. Respondent Johnson & Johnson is a corporation incorporated pursuant to the laws of the State of New Jersey and is the majority shareholders of Respondent Johnson & Johnson Inc. which is domiciled in the District of Montreal, Province of Quebec, (hereinafter both Respondents are collectively referred to as "**Respondents**" or "**J&J**"), the whole as more fully appears from the CIDREQ report regarding Respondent Johnson & Johnson Inc., communicated herewith as **Exhibit R-1**. At all material times, J&J designed, researched, developed, tested, manufactured, marketed, packaged, labelled, promoted, distributed, licensed, and sold its Baby Bedtime Products for use throughout the world, including Canada;

**The situation:**

3. Respondents are responsible for developing and marketing Baby Bedtime Products, which purport and represent to being proven to help a baby sleep better;

4. However, there are no studies showing that the Bedtime Products are clinically proven to provide any results, and Respondents have no basis to make such claim about its Baby Bedtime Products;
5. In fact, in the United Kingdom, a challenge to the advertising of the Respondents' claims at issue in these proceedings found that Respondents advertising was "likely to mislead" since Respondents failed to show that it was the use of the Baby Bedtime Products in its suggested bedtime routine that was proven to help babies sleep better and because the advertising did not make clear that the routine had only been tested on babies over seven months old. The Advertising Standards Authority Council "told them to ensure that any similar advertising did not suggest that Johnson's products, as part of the bedtime routine, had been proven to help babies sleep better and to make clear that the routine had been proven to work only for babies over seven months old." the whole as more fully appears from the *ASA Adjudication on Johnson & Johnson Ltd*, dated April 30, 2008, communicated herewith as **Exhibit R-2**;
6. Respondents primary marketing message for their Baby Bedtime Products focuses on its "Clinically proven to help baby sleep better" claim which appears prominently on the front label of each Baby Bedtime Product, the whole as more fully appears from scans of the front and back labels of the bottles of said Baby Bedtime Products, communicated herewith as **Exhibit R-3, en lisse**;
7. As appears from the back labels of the Baby Bedtime Products (Exhibit R-3), Respondents also markets and advertises that it has created a "clinically proven" night-time routine of a warm bath, gentle massage, all while using the Baby Bedtime Products, and quiet activities that will help babies sleep

better:

Appearing on the back label of the Johnson's Baby Bedtime Lotion:

"We love babies. And we understand they sometimes have trouble sleeping. That's why we created a clinically proven night-time routine. Treat your baby to a bath with Johnson's Bedtime Bath, a gentle massage with Johnson's Bedtime Lotion, a few minutes of quiet time, to help baby drift off to a better night's sleep. Held to our high standard of safety, this CLINICALLY PROVEN MILDNESS formula is dermatologist-tested and hypoallergenic."

Appearing on the back label of the Johnson's Baby Bedtime Bath:

"We love babies. And we understand they sometimes have trouble sleeping. That's why we created a clinically proven night-time routine. Treat your baby to a bath with Johnson's Bedtime Bath, a gentle massage with Johnson's Bedtime Lotion, a few minutes of quiet time, to help baby drift off to a better night's sleep. Held to our high standard of safety, this NO MORE TEARS formula is dermatologist-tested and hypoallergenic."

8. Since the introduction of the Baby Bedtime Products in 2000 in the U.S.A. and elsewhere, Respondents' advertising campaign for the Baby Bedtime Products has been extensive and Respondents have spent a significant amount of money to convey its deceptive messages to consumers throughout the world, including Canada;
9. In fact, Respondents knew that its target audience would be eager to accept claims that the Baby Bedtime Products could help babies sleep better. Respondents used this opportunity to lure customers into paying a premium price for the Product by making prominent representations in the marketing materials for the Products, and especially the front labels for the Products, that simply using the Products would help babies fall asleep more easily and sleep better;

10. Accordingly, Respondents have used a wide array of media to convey its deceptive claims about the Baby Bedtime Products, including in television, magazines, the Internet, and as mentioned, on the labels of the Baby Bedtime Products themselves, which is typically the first and sometimes only exposure Consumers will have to Respondents' claims and representations before purchasing the products;

11. In fact, Respondents' website, [www.johnsonbaby.ca](http://www.johnsonbaby.ca), which serves all Canadian users, reiterates the same central marketing theme, and provides consumers access 24 hours a day, 7 days a week, to Respondents' deceptive advertising campaign for the Baby Bedtime Products:

For the Johnson's Baby Bedtime bath, the following description appears on Respondents' website:

**Clinically proven to help baby sleep better.\***

- Releases NATURALCALM® essences—a special blend of gentle and calming aromas
- NO MORE TEARS® formula is as gentle to the eyes as pure water
- Dermatologist-tested and hypoallergenic
- Formulated to keep baby's skin feeling soft

**Sometimes babies have trouble sleeping. This 3-step nighttime baby bath routine is clinically proven to help your baby go to sleep easier and sleep better through the night in just 7 days.\***

**\*With a bath using JOHNSON'S® baby BEDTIME® bath, a gentle massage using JOHNSON'S® baby BEDTIME® lotion, and a few minutes of quiet time, you can let your baby drift off to a better night's sleep. Make bathtime a gentle and calming time, with NATURALCALM® essences that blend aromas to soothe your baby.**

Available in: 266 mL, 444 mL, 828 mL

(emphasis added)

For the Johnson's Baby Bedtime lotion, the following description appears on Respondents' website:

**Clinically proven to help your baby sleep better.\***

- Releases NATURALCALM® essences—a special blend of gentle and calming aromas
- Clinically shown to last all night long to leave your baby's skin feeling touchably soft and smooth
- Clinically proven mild and gentle formula
- Dermatologist-tested and hypoallergenic

**Sometimes babies have trouble sleeping. This nighttime routine is proven to help your baby go to sleep easier and sleep better through the night in just 7 days.**

**\*With a bath using JOHNSON'S® baby BEDTIME® BATH®, a gentle massage using JOHNSON'S® baby BEDTIME® lotion and a few minutes of quiet time, you can help your baby drift off to a better night's sleep. Clinically shown to last all night long to leave your baby's skin feeling touchably soft and smooth, our lotion is a mild and gentle formula for baby's delicate skin.**

Available in: 266 mL, 444 mL, 798 mL

(emphasis added)

the whole as more fully appears from excerpts from J&J's Canadian Baby website, communicated herewith as **Exhibit R-4**;

12. Retailers carrying Respondents' Baby Bedtime Products also repeat the same deceptive and misleading claims, the whole to Respondents' knowledge and with Respondents' consent;

13. Indeed, the Walmart.ca website describes the Baby Bedtime Lotion as follows:

Sometimes babies have trouble sleeping. JOHNSON'S® 3-step night-time routine **is clinically proven to help your baby go to sleep easier and sleep better through the night in just seven days.\*** With a bath using JOHNSON'S® Baby BEDTIME® Bath, a gentle massage using JOHNSON'S® Baby BEDTIME® Lotion and a few minutes of quiet time, you can let your baby drift off to a better night's sleep. Releases NATURALCALM™ essences – a special blend of gentle and calming aromas Clinically shown to last all night long to leave skin feeling touchably soft and smooth Clinically proven mild and gentle formula Dermatologist-tested and hypoallergenic.

(Emphasis added)

and the Baby Bedtime Wash as follows:

Treat your baby to a relaxing and soothing bath with JOHNSON'S® Baby Bedtime® Wash. **Recommended for use before bedtime, this nighttime baby wash is proven to help your baby go to sleep easier and sleep better through the night in just 7 days.** It features JOHNSON'S® NO MORE TEARS® formula, which means it's as gentle to the eyes as pure water. Dermatologist-tested, allergy-tested and ophthalmologist-tested, the wash releases NATURALCALM® essences, a blend of gentle ingredients and soothing aromas. This wash comes in a 444-millilitre bottle.

(Emphasis added)

the whole as more fully appears from excerpts from the Walmart.ca website, communicated herewith as **Exhibit R-5**;

14. The Canadian Toys "R" Us / Babies "R" Us website states the following:

JOHNSON'S has created a nightly routine that is **proven to help your baby fall asleep easier and sleep through the night better**. Treat your baby to a warm bath using **JOHNSON'S BEDTIME BATH**. This product releases NaturalCalm essences, a patent-pending blend of gentle and soothing aromas. **Your baby will drift off to a better night's sleep**. JOHNSON'S BEDTIME BATH has our exclusive NO MORE TEARS formula and is clinically proven mild, allergy tested and formulated to keep baby's skin feeling soft.

(Emphasis added)

the whole as more fully appears from excerpts from the toysrus.ca website, communicated herewith as **Exhibit R-6**;

15. Through this massive marketing campaign, Respondents have attempted to convey a singular message: that the Baby Bedtime Products are clinically proven to help babies sleep better;
16. Respondents claim are deceptive and misleading, and have been designed to induce unsuspecting consumers, including the Petitioner and the Class Members, into purchasing the more expensive Baby Bedtime Products, which are not clinically proven at all, much less proven to have the benefits that are represented;
17. These "clinically proven claims" serve as the basis for consumers', including the Petitioner and the Class Members, decisions to purchase the Baby Bedtime Products, instead of less expensive baby washes and lotions that have long been sold on the market and do not purport to provide such "clinically proven" benefits;



18. In order to sell more products and attempt to capitalize on this perceived market to improve baby's sleep, Respondents launched the Baby Bedtime Products and claimed it had expanded its product line to introduce new and innovative products to help a baby sleep better;
19. Respondents knew or should have known, at the time it began selling the products, that there are no studies showing that the Baby Bedtime Products are clinically proven to provide results, and Respondents have no basis to make the claims about its Baby Bedtime Products;
20. As a result of its deceptive conduct, J&J charges a premium for its Baby Bedtime Products over other baby washes and lotions, which premium Petitioner and other Consumers paid, and continue to pay, with the specific understanding, based upon Respondents false and misleading labeling, advertising, and representations, that using the Baby Bedtime Products, either alone or in connection with the so-called "clinically proven" night-time routine, will help babies sleep better;
21. These actions were and are intended to induce unsuspecting Consumers, including Petitioner and Class Members, into purchasing the more expensive Baby Bedtime Products, which are not clinically proven to have the benefits that are represented, as compared to other products on the market;
22. In fact, these false claims served as the basis of consumers' decisions to purchase the Baby Bedtime Products, instead of other baby washes or lotions on the market, which do not purport to provide such "clinically proven" benefits;
23. Respondents' marketing campaign leaves consumers with the mistaken belief that using its Baby Bedtime Products, either alone or in connection with the so-called "clinically proven" night-time routine, will help babies sleep

better as opposed to using other products on the market in the same manner;

24. In addition to the material misrepresentations as described herein, Respondents' actions are likewise actionable based on their material omissions, which similarly induced Petitioner and the other Class Members to purchase the Baby Bedtime Products. For example, Respondents have failed to disclose the following:

- a) That none of the Baby Bedtime Products provide the promised benefits that cannot be found in other, less expensive products;
- b) That none of the Baby Bedtime Products are clinically proven to help babies sleep better;
- c) That the use of the Baby Bedtime Products will not translate to actual results for Consumers (aside from normal results of washing and moisturizing which all such products provide);
- d) That Respondents' "clinical proven" Baby Bedtime Products are not scientifically based and are instead designed to support Respondents' marketing materials;

25. Until such time that Respondents cease to engage in deceptive and misleading advertising of the Baby Bedtime Products, Petitioner and the other Class Members will continue to suffer a prejudice;

26. Respondents are also aware that, because most parents report a desire to change some aspect of their baby's sleep, Consumers are increasingly susceptible to such deceptive marketing and advertising and that such marketing and advertising will continue to yield it ever-greater sales and profits;

27. Respondents have succeeded in its deceit and has in fact enjoyed massive profits from its deceptive campaigns. Such enormous profits would not have been as large but for Respondents' deceptive and misleading

Baby Bedtime Products marketing and advertising campaign;

28. Respondents set the price and charge a premium for the Baby Bedtime Products. Petitioner and the other Class Members would not have paid premium prices for the Baby Bedtime Products, or would not have bought them at all, had they not been exposed to Respondents' false and deceptive advertising about the Baby Bedtime Products and had, instead, known the truth regarding Respondents' deceptive marketing promises and omissions relating thereto;
29. Moreover, Petitioner and other Class Members relied upon Respondents' representations and they believed that the Baby Bedtime Products would provide the promised clinically proven sleep aid effect as detailed herein. In reality, although Petitioner and the other Class Members paid premium prices for these purportedly unique Baby Bedtime Products benefits, they did not get what they paid for;

#### **FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER**

30. Approximately two years ago, Petitioner purchased Respondents' Baby Bedtime Bath and Baby Bedtime Lotion, and used them according to Respondent's above-mentioned night-time routine;
31. Although not having retained the sales receipt from that time, Petitioner recalls having spent approximately 10\$ to 15\$ (including taxes) for both bottles;
32. Petitioner only purchased the products in question after reading and believing the claims on the Baby Bedtime Product labels (as seen at Exhibit R-3), namely that said products were "clinically proven to help baby sleep better";

33. In fact, Petitioner also noticed that the labels of other baby wash and lotion products did not contain claims that the products were "clinically proven" to help babies sleep better;
34. Petitioner trusted and relied upon Respondents' representations to the effect that the Baby Bedtime Products would help babies fall asleep more easily and sleep better;
35. In fact, the claims on the labels of the Baby Bedtime Products convinced Petitioner to purchase said products instead of any other similar baby wash and lotion products;
36. Petitioner and his wife used said Products in accordance with Respondents' "clinically proven routine", as detailed hereinabove, for a period of several weeks;
37. After using the Baby Bedtime Products daily as part of Respondents' 3-step nightly routine, for several weeks, Petitioner noticed that the use of the Baby Bedtime Products did not help his baby sleep better, as compared to other products previously used (including other J&J products), and Petitioner therefore stopped using the products;
38. Petitioner recently came across an online post referring to two (2) U.S. class action lawsuits having recently been filed in relation to Respondents' Baby Bedtime Products and Petitioner recalled his own similar experience with Respondents' said products, namely the following:
- a) "Class Action Complaint and Demand for Jury Trial", filed before the United States District Court, Central District of California, in Court file No CV-

05025 (the "**US California Class Action**"), communicated herewith as **Exhibit R-7**, as though recited at length herein; and

b) "Class Action Complaint and Demand for Jury Trial", filed before the United States District Court, Southern District of New York, in Court file No CV-05199 (the "**US New York Class Action**"), communicated herewith as **Exhibit R-8**, as though recited at length herein;

39. These U.S. class action describe in great detail the nature and extent of the misleading advertising campaign, representations and claims made by Respondents concerning the Baby Bedtime Products, all of which Petitioner relies upon in order to further satisfy his burden to demonstrate an arguable case herein;

40. As was done in the U.S.A., Respondents engaged in similar, if not identical, misleading advertising campaign, representations and claims in Canada;

41. Petitioner would not have purchased the Baby Bedtime Products at all if it were not for the false representations and false promises made by Respondents on the labels of the bottle he purchased (as detailed above);

**FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP**

42. Each Class Member has purchased Respondents' Baby Bedtime Products;

43. Every Class Member's consent when purchasing the Baby Bedtime Products was vitiated as a result of the false and/or misleading statements made by Respondents, which are described hereinabove and which are prominently included on the front and back labels of the products' bottles;

44. Every Class Member would not have purchased the Baby Bedtime Products at all, or would not have paid the inflated price paid for the Baby Bedtime Products, if it were not for Respondents' misleading marketing campaign, representations and claims described above regarding the Baby Bedtime Products' supposed "clinically proven" sleep benefits;
45. For all of the reasons more fully detailed herein, Petitioner respectfully submits that Respondents intentionally promulgated and used its Baby Bedtime Products marketing in an abusive manner, making it liable to pay punitive and exemplary damages to the Class Members, in an amount to be determined by the Court;
46. Respondents' said actions show a malicious, oppressive and high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with customers. In that event, punitive damages should be awarded to Class Members;
47. Furthermore, Respondents knowingly continued and continue to make such false representations to the Class Members, notwithstanding the various U.S. class action proceedings filed recently and previously, and notwithstanding the 2008 ASA Adjudication regarding the Baby Bedtime Products (Exhibit R-2);

#### **CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

48. The composition of the Group makes the application of Articles 59 or 67 C.C.P. impractical for the following reasons;
49. Petitioner is unaware of the specific number of persons who purchased the Baby Bedtime Products, however it is safe to estimate that it is in the tens of

thousands across the country;

50. Class Members are numerous and are scattered across the entire province and country;
51. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Respondents. Even if the Class Members themselves could afford such individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Respondents would increase delay and expense to all parties and to the court system;
52. Moreover, a multitude of actions instituted risks leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members;
53. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action;
54. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice;
55. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Respondents' misconduct and false advertising;

56. The recourses of the Class Members raise identical, similar or related questions of fact or law, namely:

- a) Did Respondents engage in unfair, misleading, or deceptive acts or practices regarding the marketing and sale of the Baby Bedtime Products?
- b) Are Respondents liable to the Class Members for reimbursement of the purchase price of the Baby Bedtime Products as a result of this misconduct?
- c) Should injunctive relief be ordered to prohibit the Respondents from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?
- d) Are Respondents responsible to pay compensatory and/or punitive/exemplary damages to the Class Member and in what amount?

57. The majority of the issues to be dealt with are issues common to every Class Member;

58. The interests of justice favor that this motion be granted in accordance with its conclusions;

#### **NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

59. The action that the Petitioner wishes to institute for the benefit of the Class Members is an action in damages and injunctive relief;



60. The conclusions that the Petitioner wishes to introduce by way of a motion to institute proceedings are:

**GRANT** the class action of the Petitioner and each of the Class Members;

**ORDER** Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct concerning the sleep benefits of the Bedtime Baby Products;

**DECLARE** the Defendants solidarily liable for the damages suffered by the Petitioner and each of the Class Members;

**CONDEMN** the Defendants solidarily to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay interest and additional indemnity on the above sums according to the Law from the date of service of the motion to authorize a class action;

**ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

**ORDER** that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual

liquidation;

**CONDEMN** the Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

**THE WHOLE** with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fee and publication fees to advise members;

61. Petitioner suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a. Many Class Members, including Petitioner, are domiciled in the District of Montreal;
- b. Respondent Johnson & Johnson Inc. is domiciled in the District of Montreal;
- c. The Petitioner's legal counsel practices law in the District of Montreal;

62. Petitioner, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Class Members since Petitioner;

- a. is a member of the class who purchased the Bedtime Baby Products relying upon Respondents' false representations, as detailed above;
- b. understands the nature of the action and has the capacity and

interest to fairly and adequately protect and represent the interests of the Class Members;

- c. is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;
- d. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- e. does not have interests that are antagonistic to those of other Class Members;
- f. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- g. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members;
- h. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

63. The present motion is well founded in fact and in law.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the present Motion;

**AUTHORIZE** the bringing of a class action in the form of a motion to institute proceedings in damages and injunctive relief;

**ASCRIBE** the Petitioner the status of representative of the persons included in the Class herein described as:

All residents of Canada who have purchased at least one of the Respondents' "Johnson's baby BEDTIME" line of products (hereinafter the "**Baby Bedtime Product(s)**"), including but not limited to the Johnson's baby BEDTIME lotion and the Johnson's baby BEDTIME bath, produced, marketed, advertised, sold and/or distributed by Respondents in Canada, or any other group to be determined by the Court.

**IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

- a) Did Respondents engage in unfair, misleading, or deceptive acts or practices regarding the marketing and sale of the Baby Bedtime Products?
- b) Are Respondents liable to the Class Members for reimbursement of the purchase price of the Baby Bedtime Products as a result of this misconduct?
- c) Should injunctive relief be ordered to prohibit the Respondents from continuing to perpetrate their unfair, false, misleading, and/or

deceptive conduct?

- d) Are Respondents responsible to pay compensatory and/or punitive/exemplary damages to the Class Member and in what amount?

**IDENTIFY** the conclusions sought by the action to be instituted as being the following:

**GRANT** the class action of the Petitioner and each of the Class Members;

**ORDER** Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct concerning the sleep benefits of the Bedtime Baby Products;

**DECLARE** the Defendants solidarily liable for the damages suffered by the Petitioner and each of the Class Members;

**CONDEMN** the Defendants solidarily to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay interest and additional indemnity on the above sums according to the Law from the date of service of the motion to authorize a class action;

**ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

**ORDER** that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

**THE WHOLE** with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fee and publication fees to advise members;

**DECLARE** that all Class Members who have not requested their exclusion from the Group in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members;

**ORDER** the publication of a notice to the Class Members in accordance with Article 1006 C.C.P., within sixty (60) days from the judgment to be rendered herein in LA PRESSE and the NATIONAL POST, and **ORDER** Respondents to pay for said publication costs;

**ORDER** that said notice be available on the Respondents' websites, Facebook

page(s), and Twitter account(s), with a link stating "Important notice to all past or present purchasers/users of Johnson's Bedtime Baby line of products", with pictures of the Bedtime Baby Products featured next to said links;

**THE WHOLE** with costs including all publication costs.

**MONTREAL, JULY 9, 2015**

**LEX GROUP INC.**

*Lex Group Inc.*

**Per: David Assor**

Attorneys for Petitioner

**Copie conforme / True Copy**

**(s) / (sgd.) Lex Group Inc.**  
**Lex Group Inc.**