

**IN THE HIGH COURT OF NEW ZEALAND
AUCKLAND REGISTRY**

**I TE KŌTI MATUA O AOTEAROA
TE ROHE O TĀMAKI MAKĀURAU**

CIV- 2025-404-354

In the matter of: A representative proceeding

under: The Fair Trading Act 1986 and the Consumer Guarantees Act
 1993

between: **Theresa Gielen**

First Plaintiff

and **Patrick Wyatt**

Second Plaintiff

and: **Johnson & Johnson (New Zealand) Limited**

First Defendant

And: **JNTL Consumer Health (New Zealand) Limited**

Second Defendant

and: **Johnson & Johnson Pacific Pty Limited**

Third Defendant

**STATEMENT OF REPLY TO SECOND AMENDED STATEMENT
OF DEFENCE**

Dated: 19 June 2026

Solicitor:
Rebecca Jancauskas
JGA Saddler
C/- BDO Auckland,
Level 10, 19 Como Street, Takapuna, Auckland
0622

Counsel: **BANKSIDE**
J K Goodall KC **CHAMBERS**
L J Lindsay
J Suyker
Bankside Chambers
Level 22, 88 Shortland Street,
Auckland CBD, Auckland

The Plaintiffs, by their solicitor, say:

1. In respect of paragraph 12, they have insufficient knowledge and accordingly deny paragraphs 12(a), (b), (c) and (g) of the second amended statement of defence.
2. In respect of paragraph 23, they have insufficient knowledge and accordingly deny paragraphs 23(a) and (b) of the second amended statement of defence.
3. In respect of paragraph 24, they have insufficient knowledge and accordingly deny paragraphs 24(b) and (c) of the second amended statement of defence.
4. They admit paragraph 26.
5. In respect of paragraph 30, they deny that paragraph 30 of the second amended statement of claim is insufficiently particularised, and say further that the Defendants have previously filed an application seeking further and better particulars of paragraph 30, which was resolved by the agreement between the parties.
6. In respect of paragraph 31, they deny that paragraph 31 of the second amended statement of claim is insufficiently particularised, and say further that the Defendants have previously filed an application seeking further and better particulars of paragraph 31, which was resolved by the agreement between the parties.
7. In respect of paragraph 33, they deny that paragraph 33 of the second amended statement of claim is insufficiently particularised.
8. In respect of paragraph 34, they admit that JNTL was incorporated on 21 March 2022. Save as expressly admitted, they have insufficient knowledge and accordingly deny paragraph 34(b).
9. In respect of paragraph 35, they:
 - (a) say that paragraph 35(c) is insufficiently particularised;
 - (b) say that paragraph 35(d) is insufficiently particularised, but in any event the Plaintiffs have insufficient knowledge and accordingly deny paragraph 35(d); and
 - (c) deny paragraph 35(g), but say further that further particulars will be provided following discovery.
10. In respect of paragraph 36, they deny that paragraph 36 of the second amended statement of claim is insufficiently particularised.
11. In respect of paragraph 39, they say that paragraph 39(b) is insufficiently particularised.

12. In respect of paragraph 41(b), they admit that JNTL was incorporated on 21 March 2022. Save as expressly admitted, they have insufficient knowledge and accordingly deny paragraph 41(b).
13. In respect of paragraph 42, they deny that paragraph 42 of the second amended statement of claim is insufficiently particularised, but if it is insufficiently particularised, further particulars will be provided following discovery.
14. In respect of paragraph 44, they deny that paragraph 44 of the second amended statement of claim is insufficiently particularised.
15. In respect of paragraph 47, they say that paragraph 47(b) is insufficiently particularised, but in any event they have insufficient knowledge and accordingly deny paragraph 47(b).
16. In respect of paragraph 49, they admit that JNTL was incorporated on 21 March 2022. Save as expressly admitted, they have insufficient knowledge and accordingly deny paragraph 49(b).
17. In respect of paragraph 50, they repeat their response to paragraph 35 above and deny that paragraph 50 of the second amended statement of claim is insufficiently particularised.
18. In respect of paragraph 53, they say that paragraph 53(b) is insufficiently particularised, but in any event they have insufficient knowledge and accordingly deny paragraph 53(b).
19. In respect of paragraph 55 to 57, they deny that paragraphs 55 to 57 of the second amended statement of claim are insufficiently particularised.
20. In respect of paragraph 58, they say that paragraph 58(c) is insufficiently particularised, but in any event they have insufficient knowledge and accordingly deny paragraph 58(c).
21. In respect of paragraph 59, they deny that paragraph 59 of the second amended statement of claim is insufficiently particularised.
22. In respect of paragraph 60, they:
 - (a) have insufficient knowledge and accordingly deny paragraph 60(a);
 - (b) deny paragraph 60(b); and
 - (c) deny that paragraph 60 of the second amended statement of claim is insufficiently particularised, but say further that further particulars will be provided following discovery.
23. In respect of paragraph 66, the Plaintiffs deny that the fourth and fifth causes of action, whether brought by the Plaintiffs or on behalf of Class Members, are time-barred, and say further that the loss or damage, or

the likelihood of loss or damage, was not, and could not reasonably have been, discovered, until at earliest the date on which these proceedings were filed.

24. In respect of paragraph 67, the Plaintiffs deny that the first, second and third causes of action are time-barred, and say further that the loss or damage, or the likelihood of loss or damage, was not, and could not reasonably have been, discovered, until at earliest the date on which these proceedings were filed.
25. In respect of paragraph 68, the Plaintiffs deny that any of the causes of action are time-barred.
26. In respect of paragraph 69, the Plaintiffs deny that any limitation defence is available.
27. In respect of paragraph 70, the Plaintiffs deny that they or any Class Member failed to mitigate any loss, and say further:
 - (a) the advisory statements did not disclose the ineffectiveness of the Products, and did not put any consumer on notice of the matters giving rise to the Loss; and
 - (b) to the extent any person continued to purchase the Products after using them, that was not an unreasonable failure to mitigate.
28. In respect of paragraph 71, the Plaintiffs deny paragraph 71.

Dated: 19 June 2026