

UNITED STATES DISTRICT COURT  
For the  
DISTRICT OF MAINE

IDEXX LABORATORIES, INC.	]	
	]	
and	]	
	]	
IDEXX DISTRIBUTION, INC.	]	
	]	
Plaintiffs,	]	
	]	
v.	]	Civil Action No. 2:15-00321-GZS
	]	
TRIPLE R VETERINARY, PLLC,	]	
	]	
Defendant.	]	

ANSWER

NOW COMES defendant Triple R. Veterinary, PLLC (“Triple R”) in response to plaintiffs’ complaint and answers follows:

PARTIES

1. Defendant Triple R is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of plaintiffs’ complaint, and, therefore denies them.
2. Defendant Triple R is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of plaintiffs’ complaint, and, therefore denies them.
3. Defendant Triple R denies the allegations in paragraph 3 of plaintiffs’ complaint.

JURISDICTION AND VENUE

4. Paragraph 4 of plaintiffs' complaint purports to state a legal conclusion to which no response is required; to the extent that a response is deemed required, defendant Triple R denies the allegations in paragraph 4 of plaintiffs' complaint.

5. Paragraph 5 of plaintiffs' complaint purports to state a legal conclusion to which no response is required; to the extent that a response is deemed required, defendant Triple R denies the allegations in paragraph 5 of plaintiffs' complaint.

FACTUAL BACKGROUND

6. Defendant Triple R admits that it entered into an agreement with plaintiff IDEXX Distribution and further states that the document speaks for itself; thus, to the extent that any of the allegations in paragraph 6 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

7. In response to paragraph 7 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 7 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them. Defendant Triple R admits the last sentence of paragraph 7 of plaintiffs' complaint.

8. In response to paragraph 8 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 8 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

9. In response to paragraph 9 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 9 of

plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

10. In response to paragraph 10 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 10 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

11. Defendant Triple R admits the allegations in paragraph 11 of plaintiffs' complaint.

12. In response to paragraph 12 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 12 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them. Defendant Triple R admits the last sentence of paragraph 12 of plaintiffs' complaint.

13. Defendant Triple R admits the allegations in paragraph 13 of plaintiffs' complaint.

14. Defendant Triple R denies the allegations in paragraph 14 of plaintiffs' complaint.

15. In response to paragraph 15 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 15 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

16. In response to paragraph 16 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 16 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

17. Defendant Triple R admits the allegations in paragraph 17 of plaintiffs' complaint.

18. Defendant Triple R denies that "prior to resigning" Sigman partnered with Trautwein and that VGP has the same address as Triple R, but admits the remaining allegations in paragraph 18 of plaintiffs' complaint.

19. Defendant Triple R denies the allegations in paragraph 19 of plaintiffs' complaint.

20. Defendant Triple R admits the allegations in paragraph 20 of plaintiffs' complaint.

21. Defendant Triple R is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 21 of plaintiffs' complaint, and, therefore denies them. In response to the remaining allegations in paragraph 21 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 21 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

22. Defendant Triple R admits the allegations in paragraph 22 of plaintiffs' complaint.

23. Defendant Triple R denies the allegations in paragraph 23 of plaintiffs' complaint.

24. Defendant Triple R denies the allegations in paragraph 24 of plaintiffs' complaint.

25. In response to paragraph 25 of plaintiffs' complaint, defendant Triple R admits that is "substantially stopped" using IDEXX's reference laboratory services, but denies the remaining allegations in paragraph 25 of plaintiffs' complaint.

26. Defendant Triple R denies the allegations in paragraph 26 of plaintiffs' complaint.

COUNT I – BREACH OF CONTRACT

27. In response to paragraph 27 of plaintiffs' complaint, defendant Triple R repeats and reasserts its responses to paragraphs 1 through 26 of plaintiffs' complaint as though set forth in full herein.

28. In response to paragraph 28 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 28 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

29. In response to paragraph 29 of plaintiffs' complaint, defendant Triple R states that the agreement speaks for itself; thus, to the extent that any of the allegations in paragraph 29 of plaintiffs' complaint are inconsistent with terms of the agreement, defendant Triple R denies them.

30. Paragraph 30 of plaintiffs' complaint purports to state a legal conclusion to which no response is required; to the extent that a response is deemed required, defendant Triple R denies the allegations in paragraph 30 of plaintiffs' complaint.

31. Paragraph 31 of plaintiffs' complaint purports to state a legal conclusion to which no response is required; to the extent that a response is deemed required, defendant Triple R denies the allegations in paragraph 31 of plaintiffs' complaint.

32. Defendant Triple R denies the allegations in paragraph 32 of plaintiffs' complaint.

33. Paragraph 33 of plaintiffs' complaint purports to state a legal conclusion to which no response is required; to the extent that a response is deemed required, defendant Triple R denies the allegations in paragraph 33 of plaintiffs' complaint.

WHEREFORE, defendant Triple R Veterinary, PLLC demands judgment in its favor on plaintiffs' complaint and such other and further relief as the court deems just and reasonable.

#### AFFIRMATIVE DEFENSES

1. Plaintiffs' complaint fails to state a claim on which relief can be granted.
2. Plaintiffs are guilty of "unclean hands" and are not therefore eligible for any equitable relief.
3. Plaintiffs have materially breached the terms of the agreements with defendant.
4. Defendant Triple R reserves the right to add additional defenses, including affirmative defenses, as discovery progresses.

WHEREFORE, defendant Triple R Veterinary, PLLC demands judgment in its favor on plaintiffs' complaint and such other and further relief as the court deems just and reasonable.

Dated in Portland, Maine, this 9<sup>th</sup> day of September, 2015.

TRIPLE R VETERINARY, PLLC

By its attorney,

LAMBERT COFFIN

/s/ Philip M. Coffin III  
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CERTIFICATE OF SERVICE

I, Philip M. Coffin III, counsel for defendant Triple R Veterinary, PLLC, hereby certify that on September 9, 2015, I electronically filed the foregoing answer with the Clerk of the court using the ECF system, which will send notice of such filing to all counsel of record.

/s/ Philip M. Coffin III  
Philip M. Coffin III