

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

<b>IDEXX LABORATORIES, INC.</b>	)	
	)	
<b>and</b>	)	
	)	
<b>IDEXX DISTRIBUTION, INC.,</b>	)	
	)	<b>Docket No:</b>
<b>Plaintiffs,</b>	)	
<b>v.</b>	)	
	)	
<b>ANIMAL CLINIC OF HAMPTON</b>	)	
<b>BAYS, P.C.</b>	)	
	)	
<b>Defendant.</b>	)	

**COMPLAINT**

NOW COME Plaintiffs IDEXX Laboratories, Inc. (“IDEXX Laboratories”) and IDEXX Distribution, Inc. (“IDEXX Distribution”) (collectively “IDEXX”) for their complaint against Defendant Animal Clinic of Hampton Bays, P.C. and state as follows:

**PARTIES**

1. Plaintiff IDEXX Laboratories, Inc. is a Delaware corporation registered to do business in the State of Maine with a principal place of business at One IDEXX Dr., Westbrook, Maine 04092. IDEXX Laboratories is a leader in diagnostics and information technology solutions for animal health and water and milk quality.

2. Plaintiff IDEXX Distribution, Inc. is a Massachusetts corporation registered to do business in the State of Maine with a principal place of business at One IDEXX Dr., Westbrook, Maine 04092. IDEXX Distribution is an affiliate of IDEXX Laboratories and operates some of its laboratory business under the name IDEXX Reference Laboratories.

3. Defendant Animal Clinic of Hampton Bays, P.C. (“Hampton Bays”) is a New York professional corporation with a principal place of business at 332 West Montauk Highway, Hampton Bays, New York 11943.

#### **JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) based on diversity of citizenship between Plaintiffs and Defendant. The amount in controversy, exclusive of interest and costs, exceeds \$75,000, as specified by 28 U.S.C. § 1332(a).

5. The Court has personal jurisdiction over Defendant and venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Plaintiffs have a principal place of business in this District and a substantial part of the events giving rise to the claims set forth occurred within this District.

#### **FACTUAL BACKGROUND**

6. On August 1, 2015, IDEXX Distribution and Hampton Bays entered into the “IDEXX Reference Laboratory Services Agreement” (the “Agreement”), an agreement for reference laboratory services.

7. Reference laboratory services are those in which a specimen is sent, or “referred,” to an outside laboratory for analysis.

8. The Agreement provides that from August 1, 2015, through the Agreement’s end date of July 31, 2021, in exchange for an award of 25,000 IDEXX points, a volume rebate and a substantial discount off of list price, Hampton Bays will use IDEXX for at least 90% of its annual reference laboratory services and will purchase at least \$31,000 annually, \$2,580 monthly, (the “Annual Minimum Purchase Amount”) of reference laboratory services.

9. The Agreement provides that the Annual Minimum Purchase Amount “is calculated net of taxes, shipping, allowances, credits and discounts.”

10. Subject to terms and conditions, IDEXX points have a value equivalent of one IDEXX point to \$1.00 and can be used toward qualifying IDEXX products and services.

11. As of on or around January 29, 2016, contrary to the Agreement, Hampton Bays has substantially stopped using IDEXX’s reference laboratory services and has failed to meet the purchase levels for reference laboratory services.

12. Based on the Annual Minimum Purchase Amount over the remaining term of the Agreement, IDEXX’s lost profits as a result of Hampton Bays’ breach are at least \$122,000. Based on Hampton Bays’ actual historic purchasing levels and the exclusivity provision of the Agreement, however, IDEXX estimates that its lost profits are actually at least \$164,000.

**COUNT I – BREACH OF CONTRACT**

13. Plaintiffs repeat and restate the allegations contained in paragraphs 1 through 12 of this Complaint as if set forth in full.

14. IDEXX and Hampton Bays entered into a binding, enforceable Reference Laboratory Services Agreement by which IDEXX agreed to provide Hampton Bays with upfront points and substantial discounts and rebates in exchange for Hampton Bays’ agreement to exclusively use IDEXX laboratories (at a level of 90%) for its reference laboratory services and to purchase reference laboratory services at agreed-to levels for a period of six years.

15. Hampton Bays breached the Agreement by transferring its reference laboratory business from IDEXX, thereby failing to exclusively use IDEXX reference laboratory services and failing to meet its minimum purchasing requirements.

16. As a result of Hampton Bays' breach, IDEXX has suffered and continues to suffer substantial harm.

17. All conditions precedent to the maintenance of this action have been met.

WHEREFORE, Plaintiffs IDEXX Laboratories, Inc. and IDEXX Distribution, Inc. request entry of judgment against Defendant Animal Clinic of Hampton Bays, P.C., for all damages, costs, and attorneys fees, and such other and further relief this Court deems just and reasonable.

Dated: March 23, 2017

/s/ James T. Kilbreth  
James T. Kilbreth

/s/ Adrienne E. Fouts  
Adrienne E. Fouts

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