

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

IDEXX LABORATORIES, INC., and  
IDEXX DISTRIBUTION, INC.,

Plaintiffs/Counterclaim Defendants,

v.

ANIMAL CLINIC OF HAMPTON BAYS,  
P.C.,

Defendant/Counterclaim Plaintiff.

Case No. 2:17-cv-00099-JDL

**ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM**

NOW COMES Defendant/Counterclaim Plaintiff Animal Clinic of Hampton Bays, P.C. (“Defendant” or “ACHB”), by its undersigned counsel, and answers Plaintiffs/Counterclaim Defendants IDEXX Laboratories, Inc. and IDEXX Distribution, Inc.’s (“Plaintiffs” or “IDEXX”) Complaint as follows:

**PARTIES**

1. Defendant admits the allegations in paragraph 1 of Plaintiffs’ Complaint.
2. Defendant admits the allegations in paragraph 2 of Plaintiffs’ Complaint.
3. Defendant admits the allegations in paragraph 3 of Plaintiffs’ Complaint, except the street address which is incorrect.

**JURISDICTION AND VENUE**

4. Defendant admits the allegations in paragraph 4 of Plaintiffs’ Complaint.
5. Defendant admits the allegations in paragraph 5 of Plaintiffs’ Complaint.

**FACTUAL BACKGROUND**

6. Defendant ACHB denies the allegations in paragraph 6 of Plaintiffs' Complaint on the basis that ACHB's execution of the "IDEXX Reference Laboratory Services Agreement" (the "Agreement") is the result of fraud, negligent misrepresentation, and/or mistake.

7. Defendant ACHB admits the allegations in paragraph 7 of Plaintiffs' Complaint.

8. Defendant ACHB denies the allegations in paragraph 8 of Plaintiffs' Complaint.

9. Defendant ACHB denies the allegations in paragraph 9 of Plaintiffs' Complaint.

10. Defendant is without knowledge or information sufficient to form a response as to the truth of the allegations in paragraph 10 of Plaintiffs' Complaint, and therefore denies them.

11. Defendant ACHB denies the allegations in paragraph 11 of Plaintiffs' Complaint.

12. Defendant ACHB denies the allegations in paragraph 12 of Plaintiffs' Complaint.

**COUNT I – BREACH OF CONTRACT**

13. In response to paragraph 13 of Plaintiffs' Complaint, Defendant ACHB repeats and reasserts its responses to paragraphs 1 through 12 of Plaintiffs' Complaint as though fully set forth herein.

14. Defendant ACHB denies the allegations in paragraph 14 of Plaintiffs' Complaint.

15. Defendant ACHB denies the allegations in paragraph 15 of Plaintiffs' Complaint.

16. Defendant ACHB denies the allegations in paragraph 16 of Plaintiffs' Complaint.

17. Defendant ACHB denies the allegations in paragraphs 17 of Plaintiffs' Complaint.

**AFFIRMATIVE AND OTHER DEFENSES**

1. Plaintiffs' Complaint fails to state a claim on which relief can be granted.

2. Plaintiffs' claim is barred by the doctrine of unclean hands.

3. Plaintiffs' claim is barred due to lack of consideration or failure of consideration.

4. Plaintiffs' claim is barred due to fraud in the inducement of the alleged "IDEXX Reference Laboratory Services Agreement" (the "Agreement"). Specifically, notwithstanding Defendants' written and verbal refusal to enter into a new agreement with Plaintiffs, Plaintiffs fraudulently induced Defendant to sign the Agreement by intentionally misrepresenting the substance of the papers Plaintiffs placed before Defendant for signing, including without limitation by falsely stating that the Agreement was an even exchange for an existing machine that Defendant had been leasing at the time. In fact, the Agreement was not an even exchange – it was a long term, six-year agreement, much more expensive than the parties' existing arrangement. Defendant trusted Plaintiffs' salesman and reasonably, foreseeably, and detrimentally relied on Plaintiffs' misrepresentation and suffered damages as a proximate result.

5. In the alternative, Plaintiffs' claim is barred due to Plaintiffs' negligent misrepresentation of the alleged agreement. Specifically, notwithstanding Defendants' written and verbal refusal to enter into a new agreement with Plaintiffs, Plaintiffs negligently induced Defendant to sign the agreement by negligently misrepresenting the substance of the agreement, including without limitation by incorrectly stating that the agreement was an even exchange for an existing machine that Defendant had been leasing at the time. In fact, the agreement was not an even exchange – it was a long term, six-year agreement, much more expensive than the parties' pre-existing arrangement. Defendant trusted Plaintiffs' salesman and reasonably, foreseeably, and detrimentally relied on Plaintiffs' misrepresentation and suffered damages as a proximate result.

6. Plaintiffs' claim is barred under the doctrine of mistake.

7. Plaintiffs' claim is barred by the doctrine of unjust enrichment.

8. Plaintiffs failed to mitigate their alleged damages.

9. Plaintiffs' claim is barred by their failure to act in a commercially reasonable manner.

10. Plaintiffs' claim is barred because Defendant repudiated and cancelled the alleged agreement and tendered return of the new machine.

11. All or part of Plaintiffs' alleged damages are barred under the doctrine of setoff.

12. All or part of Plaintiffs' alleged damages are barred because the alleged contract specifies certain liquidated damages consisting of return of points, discounts and rebates.

13. Certain provisions in the alleged contract are unconscionable or otherwise unlawful and should be disregarded, including without limitation the waiver of jury trial and waiver of multiple, punitive or exemplary damages.

14. Plaintiffs' claim is barred by the doctrine of illegality. The alleged Agreement is illegal or unenforceable because it is anticompetitive and an unreasonable restraint of trade in violation of the antitrust laws of the United States, including without limitation: (a) Section One of the Sherman Act because the exclusive dealing provisions constitute an agreement in restraint of trade; (2) Section Two of the Sherman Act, because Plaintiffs are guilty of monopolization in light of their market power and the fact that the purported Agreement unlawfully attempts to maintain and expand their market power through the use of exclusive dealing arrangements similar to those that Plaintiffs agreed to stop using with distributors pursuant to a 2013 Consent Decree with the U.S. Federal Trade Commission. The following year, in an effort to circumvent the Consent Decree, Idexx ceased using distributors, and instead sold directly to veterinary practices and required *them* to enter into exclusive dealing arrangements such as the purported agreement with Defendant. To make matters worse, Plaintiffs attempted to conceal these

arrangements by inserting confidentiality provisions in the purported Agreement; however Plaintiffs waived confidentiality by initiating this lawsuit based on the alleged agreement; and (3) Under the agreements on which Plaintiffs are suing in this action, Idexx is guilty of a tying violation under the Sherman Act. Specifically, the Procyte machine only works with Idexx' proprietary reagents. Therefore, Idexx tied two distinct products or services, namely veterinary blood analyzer machines and veterinary blood analyzer reagents. Idexx possessed and used its economic power in the market for veterinary blood analyzer machines (the tying product) to coerce its customers into purchasing its veterinary blood analyzer reagents (the tied products). The tying arrangement affected a not insubstantial volume of commerce in the tied product market. Because Idexx' analyzer machine only works with Idexx' reagents, Idexx agreement to sell its analyzer machine is effectively conditioned upon the purchase of the reagents.

15. Plaintiffs are estopped from enforcing the Agreement because Plaintiffs induced Defendant to sign the Agreement by representing that it was an even exchange. Defendant reasonably, foreseeably, justifiably and detrimentally relied on Plaintiffs' representation and signed the Agreement in a rushed, confusing and pressure-filled moment, trusting and believing Plaintiffs' representation and without knowing its actual terms. Under all the circumstances, it would be unjust and unconscionable to enforce the Agreement, whose terms vary greatly from Plaintiffs' representation.

16. Plaintiffs' claim is barred because Defendant rejected the goods that were the subject of the alleged Agreement, namely the Procyte machine.

17. Plaintiffs' claim is barred because Defendant revoked its acceptance of the goods that were the subject of the alleged Agreement, namely the Procyte machine.

18. Defendant reserves the right to assert additional defenses.

**ALL ALLEGATIONS IN PLAINTIFFS' COMPLAINT NOT EXPRESSLY ADMITTED ARE HEREBY DENIED AND DEFENDANT DEMANDS STRICT PROOF THEREOF.**

WHEREFORE, Defendant Animal Clinic of Hampton Bays, P.C. demands judgment in its favor on Plaintiffs' Complaint and such other and further relief, including attorneys' fees, as the Court deems just.

**COUNTERCLAIM**

NOW COMES Counterclaim Plaintiff Animal Clinic of Hampton Bays, P.C., by its undersigned counsel, and sues Counterclaim Defendants IDEXX Laboratories, Inc. and IDEXX Distribution, Inc. ("Counterclaim Defendants" or "IDEXX"), and says:

**JURISDICTION AND VENUE**

1. The Court has supplemental jurisdiction over this counterclaim pursuant to 28 U.S.C. § 1367(a).
2. Venue is proper in this District.

**THE PARTIES**

3. Counterclaim Plaintiff Animal Clinic of Hampton Bays, P.C. is a New York professional corporation with its principal place of business in Hampton Bays, New York.
4. Counterclaim Defendant IDEXX Laboratories, Inc. is a Delaware corporation registered to do business in the State of Maine with a principal place of in Westbrook, Maine.

5. Counterclaim Defendant Plaintiff IDEXX Distribution, Inc. is a Massachusetts corporation registered to do business in the State of Maine with a principal place of business in Westbrook, Maine. IDEXX Distribution is an direct or indirect subsidiary of IDEXX Laboratories and is controlled by IDEXX Laboratories.

### **GENERAL ALLEGATIONS**

5. ACHB was opened in 2010 and provides veterinary care services for clients and their pets and animals, including wellness services, diagnostic services, surgery, and therapeutic services.

6. Veterinarian Dr. Dorothy Walker is the founder and practice owner of ACHB.

7. ACHB is a consumer of veterinary lab services and products.

8. In August 2012, ACHB entered into a Single Sided Lease Agreement with Wells Fargo Equipment Finance Group for three pieces of equipment from IDEXX; a CatalystDx, a Lasercyte QC, and a Vetlab station.

9. Related to the lease of IDEXX's equipment, ACHB also purchased an IDEXX Laboratories Extended Maintenance Agreement ("maintenance agreement") to service the leased equipment.

10. Also in connection with the equipment lease, in September 2012, ACHB and IDEXX entered into the "IDEXX Reference Laboratory Customer Agreement" (the "September 2012 Agreement").

11. The September 2012 Agreement was for 72 months, starting on October 1, 2012 and ending on September 30, 2018.

12. Under the September 2012 Agreement, ACHB agreed to use IDEXX as its exclusive reference laboratory, and to spend an average monthly minimum of \$1147 for

reference lab services.

13. The Lasercyte QC (“Lasercyte”) is a machine that analyzes blood samples and permitted ACHB to conduct certain “in house” labs.

14. In contrast to “reference laboratory services”, “in house” labs allowed ACHB to perform laboratory testing at ACHB’s place of business.

15. The Lasercyte required the use of costly IDEXX-specific reagent and test kits.

16. From the time that ACHB first used the Lasercyte, it produced inaccurate results and worked properly only intermittently.

17. This required ACHB to re-run tests and use extra IDEXX-specific reagent and test kits, which in turn required ACHB to use more reagent and test kits than should have been necessary.

18. This also required ACHB to call on IDEXX several times to service the Lasercyte under the maintenance agreement. IDEXX failed to repair the Lasercyte properly.

19. Also, in spring 2015, ACHB informed IDEXX in writing that it did not want to enter into a new contract, stating, “Dr Walker and I sat down and we both feel that at this time we are going to deny the contract and continue using our lab stations as is.”

20. However, ACHB continued to have so many issues with the Lasercyte that ACHB ultimately asked its IDEXX’s regional sales representative, Thomas Donohue, to replace it pursuant to the maintenance agreement on the basis of an even exchange. IDEXX represented to ACHB that the even exchange would permit ACHB to pay for the new machine on the same financial terms as the existing arrangement with the Lasercyte machine. On August 4, 2015, in to complete the even exchange, IDEXX’s salesman, Mr. Donohue, visited ACHB to replace the Lasercyte with a Procyte machine (“Procyte”), which he represented was IDEXX’s updated

blood analyzer.

21. When Mr. Donohue visited ACHB on August 4, 2015, Dr. Walker was very busy treating patients.

22. In the brief moments that Dr. Walker interacted with Mr. Donohue, she specifically asked Mr. Donohue “this is an even exchange, right?” and “this isn’t going to cost me anything is it?” Dr. Walker also told Mr. Donohue that she did not want to extend the September 2012 lab services agreement.

23. Mr. Donohue assured Dr. Walker that her understanding was correct and further responded to the effect of, “I’ll take care of it, don’t worry about it”.

24. At the same time, Mr. Donohue pressed Dr. Walker to sign some contract documents that he had brought with him in order to complete the delivery of the new machine, without providing any explanation of what the documents meant.

25. At this time, Mr. Donahue only provided Dr. Walker with a document for the Procyte machine identifying the order and listing the price. Dr. Walker was not provided with a copy of the “IDEXX Reference Laboratory Services Agreement” (the “2015 Agreement”).

26. Relying on Mr. Donohue’s representations and assurances, and understanding that it was an even exchange with no new or greater financial obligations, Dr. Walker signed the documents and resumed caring for her patients.

27. The Procyte machine was installed at ACHB on or about August 12, 2015, and IDEXX took possession of the Lasercyte.

28. In mid-August 2015, ACHB’s office manager asked Mr. Donohue to send her copies of the contract documents that Dr. Walker had signed for ACHB’s records.

29. Upon finally receiving and reviewing the documents, Dr. Walker was shocked to

realize that the signature page Mr. Donahue had requested her to sign was for a long term laboratory services agreement with double the monthly expense for six years into the future, provisions to which Dr. Walker and ACHB had never agreed. Thus, ACHB learned that as part of the transaction to replace the Lasercyte with the Procyte, Mr. Donohue had Dr. Walker sign the signature page to the new “IDEXX Reference Laboratory Services Agreement” (the “2015 Agreement”), which is a separate page from the rest of the 2015 Agreement.

30. The 2015 Agreement’s term was from August 1, 2015 to July 31, 2021.

31. The 2015 Agreement required ACHB to make IDEXX its exclusive provider of reference laboratory services, and it required ACHB to maintain a minimum average monthly spending of \$2,580 for reference lab services. This was more than twice the required minimum average monthly spending required under the 2012 Agreement, which was not set to expire until September 2018.

32. Upon learning of the substance of the 2015 Agreement, Defendant attempted to reach Mr. Donahue to cancel the Agreement, but Mr. Donahue was unavailable. Unable to reach Mr. Donahue, Defendant contacted Idexx customer service, who failed and refused to assist Defendant in working out the situation to both parties’ satisfaction. Instead, Idexx customer service referred Defendant again to Mr. Donahue, whom Defendant was unable to reach for several weeks.

33. On October 5, 2015, ACHB’s office manager emailed Mr. Donohue and requested to cancel the 2015 Agreement and return the Procyte machine, stating, “[Dr. Walker] stated to you that she didn’t want to extend the contract and was unaware of that,” and inquiring what ACHB’s payment obligations would be for the Procyte.

34. Mr. Donohue responded and informed ACHB that it owned the Procyte.

35. Much like the Lasercyte, the Procyte also required the use of costly IDEXX-specific reagent and test kits.

36. Additionally, the Procyte provided to ACHB only worked intermittently and frequently produced inaccurate results, requiring ACHB to re-run the labs, resulting in the need to use additional expensive reagents and other expenses.

37. In the fall of 2015, an IDEXX representative informed ACHB that ACHB could not make any more purchases until it paid off its balance with IDEXX. In addition, IDEXX attempted to coerce ACHB into keeping the fraudulently induced 2015 Agreement by cutting off any further reference lab services while insisting that ACHB use IDEXX's lab services exclusively. Furthermore, IDEXX unilaterally placed all other products and services on a COD basis.

38. ACHB decided that it could no longer afford to use many of IDEXX's lab products and services due to IDEXX's high prices.

#### **COUNT I: Fraud and Rescission**

39. ACHB repeats and realleges the allegations of paragraphs 1 through 38 as if fully set forth herein.

40. IDEXX, through its agent Mr. Donohue, misrepresented to ACHB that switching the Lasercyte for the Procyte would be an "even exchange," and with full knowledge that ACHB did not want to enter into a new lab services agreement gave Dr. Walker the signature page to a new lab services agreement and represented that it was part of the transaction for the new Procyte machine, without providing her with a copy of the 2015 Agreement and without providing any explanation about the contract documents.

41. IDEXX, through its agent Mr. Donohue, made these representations knowing they

were false or with reckless disregard to whether they were true or false, in order to induce ACHB into entering into the 2015 Agreement

42. ACHB justifiably relied upon the representations and assurances of IDEXX's agent and signed the contract documents, only to learn later that ACHB had signed a signature page to the 2015 Agreement.

43. IDEXX refused ACHB's request to cancel the 2015 Agreement. Instead, IDEXX threatened to sue Defendant based Defendant's signature on the document it misrepresented.

44. Based on Mr. Donohue's and IDEXX's fraudulent conduct, ACHB seeks rescission of the 2015 Agreement.

### **COUNT II: Fraud and Punitive Damages**

45. ACHB repeats and realleges the allegations of paragraphs 1 through 44 as if fully set forth herein.

46. IDEXX, through its agent Mr. Donohue, misrepresented to ACHB that switching the Lasercyte for the Procyte would be an "even exchange," and with full knowledge that ACHB did not want to enter into a new lab services agreement gave Dr. Walker the signature page to a new lab services agreement and represented that it was part of the transaction for the new Procyte machine, without providing her with a copy of the 2015 Agreement and without providing any explanation about the contract documents.

47. IDEXX, through its agent Mr. Donohue, made these representations in order to induce ACHB into entering into the 2015 Agreement, knowing they were false or with such reckless disregard as to whether they were true or false that malice is implied.

48. ACHB justifiably relied upon the representations and assurances of IDEXX's agent and signed the contract documents, only to learn later that ACHB had signed a signature

page to the 2015 Agreement.

49. As a direct result of IDEXX's conduct, ACHB suffered damages, and is entitled to an award of costs and attorney's fees.

50. Moreover, as a direct result of IDEXX's conduct, ACHB is entitled to recover punitive damages.

### **COUNT III: Negligent Misrepresentation and Rescission**

51. ACHB repeats and realleges the allegations of paragraphs 1 through 50 as if fully set forth herein.

52. IDEXX, through its agent Mr. Donohue, gave false information to ACHB of material facts, including (1) that switching the Lasercyte for the Procyte would be an "even exchange," (2) that the exchange would not require ACHB to extend its reference lab services agreement with IDEXX.

53. Mr. Donohue made that false statement intending that ACHB rely upon it in its veterinary business transactions. Mr. Donahue, the actual, authorized and apparent agent of Counterclaim Defendants, knew the statement to be false when made, or, in the alternative made the false statement with such reckless disregard for its truth or falsity that malice is implied, and failed to exercise reasonable care or competence in making the statement to ACHB. ACHB justifiably relied upon the false information provided by IDEXX's agent and signed one or more documents place before Dr. Walker at the time of Idexx' misrepresentation, only to learn later that ACHB had signed a signature page to the 2015 Agreement.

54. As a direct and proximate result of IDEXX's conduct, ACHB suffered damages.

**COUNT IV: Mutual Mistake – Rescission**

55. ACHB repeats and realleges the allegations of paragraphs 1 through 54 as if fully set forth herein.

56. In the alternative, IDEXX's agent, Mr. Donohue, and ACHB entered into the 2015 Agreement as the result of mutual mistake, in that ACHB did not want to enter into a new reference lab services agreement and did not intend to purchase a Procyte machine, whereas Mr. Donohue evidently thought ACHB did.

57. As a result of this misunderstanding, the 2015 Agreement was mistakenly executed by ACHB.

58. The material mistake drastically changed ACHB's understanding of the costs and attendant obligations associated with switching the Lasercyte for the Procyte machine, such that switch was not the "even exchange" ACHB expected. For example, 2015 Agreement costs far more than the existing lab agreement, and the cost of using the Procyte machine are much greater than those of using the Lasercyte machine.

59. Based on this mutual mistake, ACHB seeks rescission of the 2015 Agreement.

**COUNT V: New York Unfair Trade Practices Act**

**(McKinney's General Business Law § 349)**

60. ACHB repeats and realleges the allegations of paragraphs 1 through 59 as if fully set forth herein.

61. IDEXX, through its agent Mr. Donohue, engaged in conduct directed at ACHB, a consumer of veterinary lab products and services.

62. Mr. Donohue represented that the switch of the Lasercyte for the Procyte was an

“even exchange” without showing or explaining the 2015 Agreement to ACHB.

63. Mr. Donohue’s conduct was materially misleading and deceptive and constitutes an unfair trade practice.

64. As a result of Mr. Donohue’s conduct on behalf of Idexx, ACHB suffered damages.

#### **COUNT VI: Breach of Contract**

65. ACHB repeats and realleges the allegations of paragraphs 1 through 71 as if fully set forth herein.

66. ACHB and IDEXX entered into an extended maintenance agreement in 2012 to service IDEXX’s leased equipment.

67. Under that agreement IDEXX had the option to either repair or replace its equipment if it does not perform to its published specifications.

68. ACHB requested that its Lasercyte be replaced under the maintenance agreement because it frequently failed, only worked intermittently and produced unreliable results, and was defective, requiring ACHB to re-run many of its in house lab tests.

69. ACHB further requested and was informed that the replacement of the Lasercyte would be an “even exchange”.

70. IDEXX failed to provide a replacement for the Lasercyte through an “even exchange” as it had promised.

71. As a result of IDEXX’s breach, ACHB has suffered damages.

**COUNT VII: Breach of Warranty of Fitness for a Particular Purpose**

72. ACHB repeats and realleges the allegations of paragraphs 1 through 71 as if fully set forth herein.

73. IDEXX manufactured and leased to ACHB a Lasercyte, and later provided ACHB with a Procyte.

74. At the time that IDEXX delivered these products to ACHB, IDEXX knew or had reason to know that ACHB intended to use the products for the particular purpose of doing in house blood tests for its patients.

75. In delivering the Lasercyte and Procyte to ACHB, IDEXX knew or had reason to know that ACHB was relying on its skill and judgment to provide blood testing machines that were suitable for that particular purpose.

76. ACHB justifiably relied on IDEXX's skill and judgment, but the machines were defective, only worked intermittently and frequently produced incorrect or unreliable lab results, such that neither the Lasercyte nor the Procyte provided to ACHB were fit for their particular purpose.

77. Because the machines were not fit for their particular purpose, ACHB suffered damages, including economic losses resulting from having to re-run multiple tests, and wasting reagent and test kits.

**COUNT VIII: Accounting**

78. ACHB repeats and realleges the allegations of paragraphs 1 through 77 as if fully set forth herein.

79. IDEXX alleges in its Complaint that it has sustained lost profits of at least

\$164,000 through July 31, 2021, as a result of the alleged breach of the 2015 Agreement.

80. ACHB disputes liability and damages for the alleged breach of the 2015 Agreement.

81. ACHB has made thousands of dollars of payments to IDEXX in connection with their business relationship. Many of those payments arose from defective products supplied by IDEXX, contracts IDEXX breached contracts and IDEXX's wrongful demands for payments by ACHB. It would be inequitable for IDEXX to retain those payments and an equitable accounting is necessary to equitably adjust the parties' accounts.

82. ACHB demands an equitable accounting.

#### **COUNT IX: Promissory Estoppel**

83. ACHB repeats and realleges the allegations of paragraphs 1 through 82 as if fully set forth herein.

84. IDEXX promised ACHB that the August 2015 transaction was an even exchange.

85. ACHB reasonably, foreseeably, justifiably and detrimentally relied on IDEXX's promise, and changed its position as a result, causing damage to ACHB.

86. Under all the circumstances, it would be unjust and unconscionable for the Court not to enforce IDEXX's promise.

**PRAYER FOR RELIEF**

WHEREFORE, Counterclaim Plaintiff Animal Clinic of Hampton Bays, P.C. demands judgment in its favor on its Counterclaim and against Counterclaim Defendants as follows:

- A. Rescission of the 2015 Agreement;
- B. An equitable accounting;
- C. Compensatory damages;
- D. Punitive damages for fraud;
- E. Attorneys' fees and costs;
- F. Prejudgment interest; and
- G. Such other and further relief as the Court deems just and reasonable.

Dated: April 17, 2017

/s/ Gregory P. Hansel  
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Counsel for Animal Clinic of Hampton Bays, P.C.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 17<sup>th</sup> day of April 2017, the foregoing was served on all counsel of record electronically via ECF.

Dated: April 17, 2017

/s/ Gregory P. Hansel  
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