

**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>AUBURN, INC. d/b/a</b>	)	
<b>HAGAN’S PET RESORT</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 Auburn, Inc. d/b/a Hagan’s Pet Resort 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 that operates some of its laboratory business.

3. Defendant Auburn, Inc. d/b/a Hagan's Pet Resort ("Pet Resort") is a Florida corporation with a principal place of business at 7081 Prospect Road, Sarasota, Florida 34243.

#### **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 or about September 1, 2015, IDEXX Distribution and Pet Resort entered into the "IDEXX Laboratory Diagnostic Agreement" (the "Agreement"), an agreement for in-house diagnostic products.

7. In-house diagnostic products include products like rapid response urine and blood tests, to be used "in-house" by veterinary practices.

8. The Agreement provides that from September 1, 2015, through the Agreement's end date of August 31, 2021, in exchange for an award of 15,000 IDEXX "points" and a substantial discount off of list price, Pet Resort will purchase at least \$33,638 annually, \$2,803 monthly, (the "Annual Minimum Purchase Amount") of Qualifying Diagnostic Products consisting of certain in-house diagnostic products.

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 June 2016, contrary to the Agreement, Pet Resort has stopped purchasing in-house consumable products from IDEXX and has failed to meet the purchase levels for Qualifying Diagnostic Products.

12. IDEXX’s lost profits as a result of Pet Resort’s breach are at least \$117,000 based on the Annual Minimum Purchase Amount over the remaining term.

13. Additionally, Pet Resort currently owes IDEXX for lab services already provided to Pet Resort for which Pet Resort has failed to pay.

**COUNT I – BREACH OF CONTRACT**  
**LABORATORY DIAGNOSTIC AGREEMENT**

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

15. IDEXX and Pet Resort entered into a binding, enforceable Laboratory Diagnostic Agreement by which IDEXX agreed to provide Pet Resort with upfront points and substantial discounts in exchange for Pet Resort purchasing in-house consumables at agreed-to levels for a period of six years.

16. Pet Resort breached the Agreement by transferring its in-house diagnostic business from IDEXX, thereby failing to meet its minimum purchasing requirements for the term of the Agreement.

17. Pet Resort further breached the Agreement by failing to remit payment to IDEXX for in-house consumable products already provided.

18. As a result of Pet Resort's breach, IDEXX has suffered and continues to suffer substantial harm.

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

**COUNT II – BREACH OF CONTRACT**  
**ADDITIONAL PRODUCTS AND SERVICES**

20. Plaintiffs repeat and restate the allegations contained in paragraphs 1 through 19 of this Complaint as if set forth in full.

21. During 2016, IDEXX and Pet Resort entered into binding and enforceable agreements when Pet Resort requested and IDEXX agreed to provide Pet Resort with certain additional products and services, including reference laboratory services.

22. Pet Resort breached these agreements for additional products and services by failing to pay IDEXX in full.

23. As a result of Pet Resort's breach, IDEXX has suffered and continues to suffer substantial harm.

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

**COUNT III – PAYMENT ON ACCOUNT ANNEXED (16 M.R.S.A. § 355)**

25. Plaintiffs repeat and restate the allegations contained in paragraphs 1 through 24 of this Complaint as if set forth in full.

26. Plaintiffs have provided laboratory products and services to Pet Resort for which Pet Resort has failed to pay.

27. As set forth in the attached declaration of Nathan Crooker, the current outstanding invoices total \$4,575.30.

28. As further set forth in the Crooker declaration, this is a true statement of the indebtedness existing between IDEXX and Pet Resort for products and services provided to Pet Resort to date with all proper credits given. The prices charged therein are just and reasonable and were agreed to by the parties.

**COUNT IV – UNJUST ENRICHMENT**

29. Plaintiffs repeat and restate the allegations contained in paragraphs 1 through 28 of this Complaint as if set forth in full.

30. Plaintiffs conferred a valuable benefit on Pet Resort by providing laboratory products and services to Pet Resort.

31. Pet Resort realized the benefit of these laboratory products and services provided by IDEXX.

32. Pet Resort been unjustly enriched to the detriment of IDEXX because it has realized the benefit of the laboratory products and services without providing payment for their value to IDEXX.

33. Pet Resort's acceptance and retention of the value of these products and services without payment of their value to IDEXX is unjust and inequitable.

**COUNT V – QUANTUM MERUIT**

34. Plaintiffs repeat and restate the allegations contained in paragraphs 1 through 33 of this Complaint as if set forth in full.

35. IDEXX provided benefits to Pet Resort with Pet Resort's knowledge and consent when it provided Pet Resort with laboratory products and services.

36. IDEXX reasonably expected to receive payment for these benefits.

37. Pet Resort has failed and refused to render full payment for the benefits provided to it by IDEXX.

38. IDEXX has been damaged and continues to be damaged as a result of Pet Resort's failure to render full payment for the benefits provided by IDEXX.

WHEREFORE, Plaintiffs IDEXX Laboratories, Inc. and IDEXX Distribution, Inc. request entry of judgment against Defendant Auburn, Inc. d/b/a Hagan's Pet Resort 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

Attorneys for Plaintiffs

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