

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

IDEXX DISTRIBUTION, INC.,)
)
Plaintiff,)
v.)
)
CHATSWORTH VETERINARY CENTER, INC.)
)
Defendant.)

**ANSWER OF DEFENDANT
CHATSWORTH VETERINARY CENTER, INC.**

NOW COMES, the Defendant, Chatsworth Veterinary Center, Inc., and answers the complaint filed by Plaintiff IDEXX Distribution, Inc. as follows:

1. Defendant admits the allegation set forth in Paragraph 1 of Plaintiff’s Complaint.
2. Defendant admits the allegation set forth in Paragraph 2 of Plaintiff’s Complaint, insofar as it refers to April 1, 2016.

JURISDICTION AND VENUE

3. Defendant admits that a diversity of citizenship exists and that the amount in controversy exceeds \$75,000.
4. Defendant admits that Plaintiff has a principal place of business in this District but denies that a substantial part of the events giving rise to the claims set forth occurred within this District.

FACTUAL BACKGROUND

5. Defendant admits the allegations set forth in Paragraph 5 of Plaintiff's Complaint.
6. Defendant admits the allegations set forth in Paragraph 6 of Plaintiff's Complaint.
7. Defendant denies allegations set forth in Paragraph 7 of Plaintiff's Complaint.
8. Defendant denies the allegations set forth in Paragraph 8 of Plaintiff's Complaint.
9. Defendant denies the allegations set forth in Paragraph 9 of Plaintiff's Complaint.
10. Defendant neither admits or denies the allegations set forth in Paragraph 10 of Plaintiff's Complaint.
11. Defendant admits that on or around March 3, 2017, Chatsworth substantially stopped using IDEXX's reference laboratory services. Defendant denies the remaining allegations in Paragraph 11 of Plaintiff's Complaint.
12. Defendant denies the allegations set forth in Paragraph 12 of Plaintiff's Complaint.

COUNT I – BREACH OF CONTRACT

13. Defendant repeats and states the answers set forth in Paragraphs 1 through 12 of Plaintiff's Complaint.
14. Defendant denies the allegations set forth in Paragraph 14 of Plaintiff's Complaint.
15. Defendant denies the allegations set forth in Paragraph 15 of Plaintiff's Complaint.
16. Defendant denies the allegations set forth in Paragraph 16 of Plaintiff's Complaint.
17. Defendant denies the allegations set forth in Paragraph 17 of Plaintiff's Complaint.

WHEREFORE, Defendant requests this Court to enter judgment against Plaintiff, IDEXX Distribution, Inc. and awards Defendant costs and attorneys' fees, and such other and further relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred by the Doctrine of Laches.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred by the Doctrine of Promissory Estoppel.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred by the Doctrine Collateral Estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred by the Doctrine of Unjust Enrichment.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred for Failure to Mitigate Damages.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred by the Doctrine of Detrimental Reliance.

Dated: 05/20/2019

/s/ Vanessa A. Bartlett
Vanessa A. Bartlett, Esq. Bar #8873
Counsel for Defendant

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