

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

DEL MONTE FRESH PRODUCE N.A.,
INC.

Plaintiff,

v.

AMCO INSURUANCE COMPANY

and

THE MIDWEST'S BEST PRODUCE
COMPANY

Defendants.

CASE NO. 4:20-cv-00500-DDN

DEFENDANT THE MIDWEST'S BEST PRODUCE COMPANY'S

ANSWER

TO COMPLAINT FOR DECLARATORY JUDGMENT

Defendant The Midwest's Best Produce Company ("Midwest") files its Answer to Plaintiff Del Monte Fresh Produce N.A., Inc's ("Del Monte") Complaint for Declaratory and states as follows:

PARTIES

1. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 1 of the Complaint.

2. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 2 of the Complaint.

3. Midwest admits the allegations contained in Paragraph 3 of the Complaint.

JURISDICTION AND VENUE

4. Midwest states that the allegations contained in Paragraph 4 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is deemed necessary, said allegations are denied.

5. Midwest states that the allegations contained in Paragraph 5 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is deemed necessary, said allegations are denied.

6. Midwest states that the allegations contained in Paragraph 6 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is deemed necessary, said allegations are denied.

7. Midwest states that the allegations contained in Paragraph 7 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is deemed necessary, said allegations are denied.

FACTUAL ALLEGATIONS

8. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 8 of the Complaint.

9. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 9 of the Complaint.

10. Midwest admits that Del Monte purchased broccoli crowns, celery and cauliflower from Midwest from time to time. Midwest is without sufficient information to admit, and therefore denies the remaining allegations contained in Paragraph 10 of the Complaint.

11. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 11 of the Complaint.

12. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 12 of the Complaint.

13. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 13 of the Complaint.

14. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 14 of the Complaint.

15. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 15 of the Complaint.

16. Midwest states that the Continuing Food Guarantee is the best evidence of the agreement entered into by the parties and further states that the contents of the agreement are the best evidence of the contents contained therein. Midwest denies any allegations contained in Paragraph 16 of the Complaint to the extent that they are inconsistent with or misstate the terms of the attached exhibit.

17. Midwest states that the Continuing Food Guarantee is the best evidence of the agreement entered into by the parties and further states that the contents of the agreement are the best evidence of the contents contained therein. Midwest denies any allegations contained in

Paragraph 17 of the Complaint to the extent that they are inconsistent with or misstate the terms of the attached exhibit.

18. Midwest states that the Continuing Food Guarantee is the best evidence of the agreement entered into by the parties and further states that the contents of the agreement are the best evidence of the contents contained therein. Midwest denies any allegations contained in Paragraph 18 of the Complaint to the extent that they are inconsistent with or misstate the terms of the attached exhibit.

19. Midwest admits the allegations contained in Paragraph 19 of the Complaint.

20. Midwest admits the allegations contained in Paragraph 20 of the Complaint.

21. Midwest admits the allegations contained in Paragraph 21 of the Complaint.

22. Midwest admits the allegations contained in Paragraph 22 of the Complaint.

23. Midwest admits the allegations contained in Paragraph 23 of the Complaint.

24. Midwest admits the allegations contained in Paragraph 24 of the Complaint.

25. Midwest states that the allegations contained in Paragraph 25 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is deemed necessary, denies the remaining allegations contained in Paragraph 25 of the Complaint.

26. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 26 of the Complaint.

27. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 27 of the Complaint.

28. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 28 of the Complaint.

29. Midwest states that the allegations contained in Paragraph 29 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is deemed necessary, Midwest admits that Del Monte paid for the strawberry plants, but denies the remaining allegations contained in Paragraph 29 of the Complaint.

30. Midwest states that the allegations contained in Paragraph 30 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is deemed necessary, Midwest denies the allegations contained in Paragraph 30 of the Complaint.

31. Midwest admits the allegations contained in Paragraph 31 of the Complaint.

32. Midwest admits the allegations contained in Paragraph 32 of the Complaint.

33. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 33 of the Complaint.

34. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 34 of the Complaint.

35. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 35 of the Complaint.

36. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 36 of the Complaint.

37. Midwest is without sufficient information to admit, and therefore denies the allegations contained in Paragraph 37 of the Complaint.

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