

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE: KEURIG GREEN MOUNTAIN SINGLE-SERVE : ECF Case
COFFEE ANTITRUST LITIGATION : MDL No. 2542
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----- X Master Docket No.
: 1:14-md-02542 (VSB)
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This Document Pertains To: :
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Case No. 1:14-cv-00905 (VSB) :
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**ANSWER AND DEFENSES OF DEFENDANT KEURIG GREEN MOUNTAIN, INC. TO
AMENDED AND SUPPLEMENTAL COMPLAINT FILED BY
TREEHOUSE FOODS, INC., BAY VALLEY FOODS, LLC, AND STURM FOODS, INC.**

INTRODUCTION

Defendant Keurig Green Mountain, Inc. (“Keurig”) hereby answers and responds to the Amended and Supplemental Complaint (No. 14-CV-905, ECF No. 86) (“Complaint”) filed by Plaintiffs TreeHouse Foods, Inc., Bay Valley Foods, LLC, and Sturm Foods, Inc. (collectively “TreeHouse,” “Plaintiff,” or “Plaintiffs”). To the extent not specifically admitted herein, Keurig denies all of the allegations in the Complaint. In addition, to the extent Plaintiff purports to quote from documents in the Complaint, Keurig refers to the documents themselves for their actual and complete contents. Keurig has not attempted to verify the accuracy of Plaintiff’s quotations or even that the documents exist. To the extent the quotations are incomplete, inaccurate, or misleading, or the underlying documents do not exist, Keurig denies the allegations. Keurig will insist on strict proof of any allegations, assuming such allegations are deemed admissible, as to which Keurig reserves its rights. Keurig’s use of the Complaint’s defined terms is intended solely for the Court’s convenience; Keurig denies that Plaintiff has defined these terms appropriately.

GENERAL DENIAL

Keurig denies that it has engaged in illegal conduct and that any conduct that it is alleged to have engaged in has harmed Plaintiffs, competition, or consumers. Keurig denies that Plaintiffs are entitled to judgment in their favor or for any relief whatsoever, including the relief requested in paragraphs (A) through (Z) of Plaintiffs’ prayer for relief.

SPECIFIC DENIALS

Keurig specifically responds to the allegations in the Complaint as follows:

1. Keurig denies the allegations in Paragraph 1.
2. Keurig denies the allegations in Paragraph 2.
3. Keurig denies the allegations in Paragraph 3.

4. Keurig admits that it sells portion packs made by or under a license from Keurig. Keurig admits that some of its patents pertaining to portion packs expired in 2012. Keurig denies the remainder of the allegations in Paragraph 4.

5. Keurig admits that it designed the new Keurig 2.0 brewer to work with Keurig-licensed portion packs and accurately disclosed this fact to consumers. Keurig denies the remainder of the allegations in Paragraph 5, except that it refers to the referenced documents for their actual and complete contents.

6. Keurig denies the allegations in Paragraph 6, except that it refers to the referenced statements for their actual and complete contents.

7. Keurig denies the allegations in Paragraph 7, except that it refers to the referenced documents for their actual and complete contents.

8. Keurig denies the allegations in Paragraph 8.

9. Keurig admits that it introduced the new Vue brewer in 2012. Keurig admits that some of its patents were set to expire in 2012. Keurig admits that the Vue, despite its superior technology, failed to gain the consumer acceptance that Keurig hoped for. Keurig denies the remainder of the allegations in Paragraph 9.

10. Keurig admits that the project name in Paragraph 10 was a code name given to a project related to ink. Keurig admits that Kevin Sullivan met in July 2012 with the consulting firm named in Paragraph 10. Keurig denies the remainder of the allegations in Paragraph 10, except that it refers to the cited statement for its actual and complete contents.

11. Keurig admits that it designed the new Keurig 2.0 brewer to work with Keurig-licensed portion packs and accurately disclosed this fact to consumers. Keurig denies the

remainder of the allegations in Paragraph 11, except that it refers to the referenced documents for their actual and complete contents.

12. Keurig admits that it designed the new 2.0 brewer to work with Keurig-licensed portion packs. Keurig denies the remainder of the allegations in Paragraph 12, except that it refers to the referenced documents for their actual and complete contents.

13. Keurig denies the allegations in Paragraph 13, except that it refers to the cited documents for their actual and complete contents.

14. Keurig admits that it met with the named consulting firm on multiple occasions in the ordinary course of its consulting relationship to discuss brewer design. Keurig denies the remainder of the allegations in Paragraph 14, except that it refers to the referenced statements for their actual and complete contents.

15. Keurig admits that some of its patents expired in 2012. Keurig denies the remainder of the allegations in Paragraph 15.

16. Keurig denies the allegations in Paragraph 16.

17. Keurig admits that it built interactive technology into its new 2.0 brewers to identify and help optimally brew Keurig-licensed portion packs. Keurig denies the remainder of the allegations in Paragraph 17.

18. Keurig admits that the interactive technology in the new 2.0 brewer recognizes the format of the inserted cup and adjusts settings accordingly. Keurig denies the remainder of the allegations in Paragraph 18, except that it refers to the referenced statements for their actual and complete contents.

19. Keurig denies the allegations in Paragraph 19.

20. Keurig denies the allegations in Paragraph 20.

21. Keurig denies the allegations in Paragraph 21.
22. Keurig admits that it regularly competes for customers and brands and wins and loses business. Keurig refers to the cited document for its actual and complete contents.
23. Keurig denies the allegations in Paragraph 23.
24. Keurig denies the allegations in Paragraph 24, except that it refers to the cited document for its actual and complete contents.
25. Keurig denies the allegations in Paragraph 25.
26. Keurig denies the allegations in Paragraph 26, except that it refers to the cited document for its actual and complete contents.
27. Keurig admits that, like other companies that sell coffee, following a significant increase in costs, on November 3, 2014 Keurig raised prices on portion packs and bulk coffee. Keurig denies the remainder of the allegations in Paragraph 27.
28. Keurig denies the allegations in Paragraph 28.
29. Keurig denies the allegations in Paragraph 29, except that it refers to representative referenced documents for their actual and complete contents.
30. Keurig admits that it did not create third-party suppliers or distributors, buy their trucks, or hire their personnel. Keurig denies the remainder of the allegations in Paragraph 30.
31. Keurig admits that some of its distributors were distributing before they first began receiving support and training from Keurig. Keurig denies the allegations in Paragraph 31, except that it refers to the referenced statement for its actual and complete contents.
32. Keurig denies the allegations in Paragraph 32.
33. Keurig denies the allegations in Paragraph 33, except that it refers to representative referenced documents for their actual and complete contents.

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