

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Steven Beers, individually and on behalf of all others
similarly situated,

Plaintiff,

v.

Mars Wrigley Confectionery US, LLC,

Defendant.

Civil Action No.
7:21-cv-00002-CS

**MARS WRIGLEY CONFECTIONARY US, LLC'S
ANSWER TO PLAINTIFF'S CLASS ACTION COMPLAINT**

INTRODUCTION

Defendant Mars Wrigley Confectionery US, LLC (“Mars”) hereby submits this Answer¹ to Plaintiff’s Class Action Complaint (the “Complaint”). In response to the numbered paragraphs of the Complaint, Mars admits, denies, or otherwise responds as set forth below. All allegations are denied unless expressly admitted.

1. Mars admits that it manufactures, distributes, markets, labels and sells ice cream products. Mars otherwise denies the allegations in this paragraph.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied.

9. Denied.

10. Denied.

11. Denied.

12. The allegations in paragraph 12 purport to summarize external sources which speak for themselves. Mars otherwise denies the allegations in paragraph 12.

13. Denied.

14. Denied.

15. Denied.

¹ Mars files this answer to prevent Plaintiff’s counsel from dismissing this case and refileing it in another jurisdiction yet again. Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, once Mars has filed an answer, an action “may be dismissed at the plaintiff’s request only by court order, on terms that the court considers proper.” Fed. R. Civ. P. 41(a)(2); *see also Beary v. W. Publ’g Co.*, 763 F.2d 66, 68 (2d Cir. 1985) (“Although [Rule] 12(b) encourages the responsive pleader to file a motion to dismiss before pleading, nothing in the rule prohibits the filing of a motion to dismiss with an answer.”).

16. Denied.

17. Denied.

18. The allegations in paragraph 18 purport to summarize external sources which speak for themselves. Mars otherwise denies the allegations in paragraph 18.

19. Denied.

20. Denied.

21. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

22. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

23. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

24. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

25. Denied.

26. The allegations in paragraph 26 purport to summarize external sources which speak for themselves. Mars otherwise denies the allegations in paragraph 26.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

Jurisdiction and Venue

39. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

40. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

41. Mars lacks sufficient knowledge or information to determine the truth or accuracy of the allegations of paragraph 41, and on this basis denies those allegations.

42. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

43. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

44. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

45. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

46. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

Parties

47. Mars lacks sufficient knowledge or information to determine the truth or accuracy of the allegations of paragraph 41, and on this basis denies those allegations.

48. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

49. Mars lacks sufficient knowledge or information to determine the truth or accuracy of the allegations of paragraph 49, and on this basis denies those allegations.

50. Mars lacks sufficient knowledge or information to determine the truth or accuracy of

the allegations of paragraph 50, and on this basis denies those allegations.

51. Denied.

52. Denied.

53. Denied.

54. Denied.

Class Allegations

55. Denied.

56. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

57. Denied.

58. Denied.

59. Denied.

60. Denied.

61. This paragraph sets forth legal conclusions not requiring an answer. To the extent that a response is required, Mars denies the allegations in this paragraph.

62. Denied.

63. Denied.

New York General Business Law (“GBL”) 349 & 350

64. Mars incorporates by reference its answers to all allegations as if set forth fully herein.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

Negligent Misrepresentation

69. Mars incorporates by reference its answers to all allegations as if set forth fully herein.

70. Denied.

71. Denied.

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