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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION

17 PATRICK HENDRICKS, individually and
18 on behalf of all others similarly situated,
19 Plaintiff,
20 v.
21 STARKIST CO.,
22 Defendant.

Case No. C13-0729-YGR

**DEFENDANT STARKIST CO.'S ANSWER
TO CLASS ACTION COMPLAINT**

JURY DEMAND

The Hon. Yvonne Gonzalez Rogers

1 Defendant StarKist Co. (“StarKist”), through counsel, hereby answers the Class Action
2 Complaint (“Complaint”) filed by Plaintiff Patrick Hendricks (“Plaintiff”).

3 To the extent the Complaint attempts to characterize certain alleged facts (*i.e.*, by
4 describing conduct as “misleading” or “cheating”), StarKist responds generally that such
5 allegations constitute mere pejoratives or conclusions of law and do not constitute allegations of
6 fact requiring a response; but to the extent such allegations may be construed as allegations of
7 fact, StarKist objects to and denies each and every such allegation, and incorporates by reference
8 this response in each paragraph below as if fully set forth therein.

9 StarKist further responds that the headings in the Complaint do not constitute allegations
10 of fact requiring a response; but to the extent the headings may be construed as allegations of fact,
11 StarKist responds that it is without sufficient knowledge or information to form a belief as to the
12 truth of the allegations and on that basis denies each and every such allegation.

13 Except as may be expressly and specifically admitted herein, StarKist denies each and
14 every allegation alleged in the Complaint and further denies that Plaintiff has suffered any
15 damages by reason of any act, omission, or conduct on the part of StarKist and further denies that
16 Plaintiff is entitled to the relief sought in the Complaint, or to any relief at all, from StarKist.
17 With respect to the specific paragraphs of the Complaint, StarKist responds as follows:

18 In response to the first unnumbered paragraph, StarKist admits that Plaintiff has brought a
19 purported class action that he alleges is “on behalf of himself and all others similarly situated”
20 against Defendant StarKist. StarKist is otherwise without sufficient knowledge or information to
21 form a belief as to the truth of the remaining allegations of the first unnumbered paragraph and on
22 that basis denies each and every such allegation.

23 **NATURE OF ACTION**

24 1. In response to Paragraph 1, StarKist admits that Plaintiff has brought a purported
25 class action lawsuit that he alleges is “on behalf of purchasers of 5-ounce cans of StarKist Chunk
26 Light Tuna in Water, 5-ounce cans of StarKist Solid White Albacore Tuna in Water, 5-ounce cans
27 of StarKist Solid White Albacore Tuna in Vegetable Oil, and 5-ounce cans of StarKist Chunk
28

1 Light Tuna in Vegetable Oil.” To the extent not expressly admitted, StarKist denies the
2 allegations of Paragraph 1.

3 2. In response to Paragraph 2, StarKist states that it is without sufficient knowledge
4 or information to form a belief as to the truth of the allegations in the first three sentences of
5 Paragraph 2 regarding Plaintiff’s purchases and independent testing by a laboratory retained by
6 Plaintiff’s counsel, and on that basis denies each and every allegation in the first three sentences
7 of Paragraph 2. StarKist otherwise denies the remaining allegations of Paragraph 2.

8 3. In response to Paragraph 3, StarKist states that it is without sufficient knowledge
9 or information to form a belief as to the truth of the allegations in Paragraph 3 and on that basis
10 denies each and every such allegation.

11 4. In response to Paragraph 4, StarKist admits that Plaintiff has brought a purported
12 class action lawsuit that he alleges is “on behalf of himself and a nationwide class of purchasers
13 of StarKist Tuna,” and in the Complaint, Plaintiff purports to assert claims for breach of express
14 warranty, breach of the implied warranty of merchantability, breach of the implied warranty of
15 fitness for a particular purpose, unjust enrichment, violation of the California Consumer Legal
16 Remedies Act (“CLRA”), violation of the California Unfair Competition Law (“UCL”), violation
17 of the California False Advertising Law (“FAL”), negligent misrepresentation and fraud. To the
18 extent not expressly admitted, StarKist denies the allegations of Paragraph 4.

19 **PARTIES**

20 5. In response to Paragraph 5, StarKist states that it is without sufficient knowledge
21 or information to form a belief as to the truth of the allegations in Paragraph 5 and on that basis
22 denies each and every such allegation.

23 6. In response to Paragraph 6, StarKist admits that it is a Delaware corporation with
24 its principal place of business in Pittsburgh, Pennsylvania. StarKist further admits that it is
25 engaged in the processing, packaging, and distribution of canned tuna products. To the extent not
26 expressly admitted, StarKist denies the allegations of Paragraph 6.

27 7. Paragraph 7 does not contain allegations of fact requiring a response. To the
28 extent a response is required, StarKist is without sufficient knowledge or information to form a

1 belief as to the truth of the allegations in Paragraph 7 and on that basis denies each and every such
2 allegation.

3 **JURISDICTION AND VENUE**

4 8. Paragraph 8 includes legal conclusions to which no response is required. To the
5 extent a response is required, StarKist denies such allegations, and otherwise denies all the
6 allegations in Paragraph 8.

7 9. In response to Paragraph 9, StarKist admits that it has distributed, advertised, and
8 sold StarKist Tuna in this District. StarKist further states that it is without sufficient knowledge
9 or information to form a belief as to the truth of the allegations in Paragraph 9 regarding
10 Plaintiff's citizenship, residency and purchases, and on that basis denies each and every such
11 allegation. StarKist further responds that Paragraph 9 includes legal conclusions to which no
12 response is required. To the extent a response is required, StarKist denies such allegations, and to
13 the extent not expressly admitted, StarKist denies the remaining allegations in Paragraph 9.

14 **CLASS REPRESENTATION ALLEGATIONS**

15 10. In response to Paragraph 10, StarKist admits that Plaintiff has brought a purported
16 class action. StarKist responds that it is without sufficient knowledge or information to form a
17 belief as to the truth of the remaining allegations of Paragraph 10, and to the extent not expressly
18 admitted, on that basis denies each and every allegation of Paragraph 10.

19 11. In response to Paragraph 11, StarKist admits that Plaintiff has brought a purported
20 class action. StarKist responds that it is without sufficient knowledge or information to form a
21 belief as to the truth of the remaining allegations of Paragraph 11 and, to the extent not expressly
22 admitted, on that basis denies each and every allegation of Paragraph 11.

23 12. In response to Paragraph 12, StarKist states that it is without sufficient knowledge
24 or information to form a belief as to the truth of the allegations in Paragraph 12 regarding what is
25 known to Plaintiff, and on that basis denies each and every such allegation. StarKist further
26 responds that Paragraph 12 includes legal conclusions to which no response is required. To the
27 extent a response is required, StarKist denies such allegations, and otherwise denies the remaining
28 allegations in Paragraph 12.

1 13. Paragraph 13 includes legal conclusions to which no response is required. To the
2 extent a response is required, StarKist denies such allegations, and otherwise denies all the
3 allegations in Paragraph 13.

4 14. Paragraph 14 includes legal conclusions to which no response is required. To the
5 extent a response is required, StarKist denies such allegations, and otherwise denies all the
6 allegations in Paragraph 14.

7 15. Paragraph 15 includes legal conclusions to which no response is required. To the
8 extent a response is required, StarKist denies such allegations, and otherwise denies all the
9 allegations in Paragraph 15.

10 16. Paragraph 16 includes legal conclusions to which no response is required. To the
11 extent a response is required, StarKist denies such allegations, and otherwise denies all the
12 allegations in Paragraph 16.

13 **COUNT I**

14 **Breach of Express Warranty**

15 17. In response to Paragraph 17, StarKist incorporates by reference paragraphs 1
16 through 16 of this Answer as though fully stated herein.

17 18. Paragraph 18 includes legal conclusions to which no response is required. To the
18 extent any response is required, StarKist denies such allegations. StarKist further states that it is
19 without sufficient knowledge or information to form a belief as to the truth of the remaining
20 allegations of Paragraph 18 and on that basis denies each and every allegation.

21 19. In response to Paragraph 19, StarKist denies such allegations.

22 20. In response to Paragraph 20, StarKist denies such allegations.

23 21. In response to Paragraph 21, StarKist denies such allegations.

24 **COUNT II**

25 **Breach of Implied Warranty of Merchantability**

26 22. In response to Paragraph 22, StarKist incorporates by reference paragraphs 1
27 through 21 of this Answer as though fully stated herein.

28

1 23. Paragraph 23 includes legal conclusions to which no response is required. To the
2 extent any response is required, StarKist denies such allegations. StarKist further states that it is
3 without sufficient knowledge or information to form a belief as to the truth of the remaining
4 allegations of Paragraph 23 and on that basis denies each and every allegation.

5 24. In response to Paragraph 24, StarKist denies the allegations.

6 25. In response to Paragraph 25, StarKist denies the allegations.

7 26. In response to Paragraph 26, StarKist denies the allegations.

8 27. In response to Paragraph 27, StarKist responds that it is without sufficient
9 knowledge or information to form a belief as to the truth of the allegations of Paragraph 27 and
10 on that basis denies each and every allegation.

11 28. In response to Paragraph 28, StarKist denies the allegations.

12 29. In response to Paragraph 29, StarKist denies the allegations.

13 30. In response to Paragraph 30, StarKist denies the allegations.

14 31. In response to Paragraph 31, StarKist denies the allegations.

15 **COUNT III**

16 **Breach of Implied Warranty Of Fitness For A Particular Purpose**

17 32. In response to Paragraph 32, StarKist states that Count III of the Complaint,
18 Plaintiff's breach of implied warranty of fitness for a particular purpose claim, was dismissed by
19 the Court on March 25, 2014, and as such, no response to Paragraph 32 is required. To the extent
20 a response is required, StarKist responds to Paragraph 32 by incorporating by reference
21 paragraphs 1 through 31 of this Answer as though fully stated herein.

22 33. In response to Paragraph 33, StarKist states that Count III of the Complaint,
23 Plaintiff's breach of implied warranty of fitness for a particular purpose claim, was dismissed by
24 the Court on March 25, 2014, and as such, no response to Paragraph 33 is required. To the extent
25 a response is required, StarKist responds that Paragraph 33 includes legal conclusions to which no
26 response is required, and it is without sufficient knowledge or information to form a belief as to
27 the truth of the remaining allegations of Paragraph 33, so on that basis StarKist denies each and
28 every allegation of Paragraph 33.

1 that Paragraph 39 includes legal conclusions to which no response is required, and it is without
2 sufficient knowledge or information to form a belief as to the truth of the remaining allegations of
3 Paragraph 39, so on that basis StarKist denies each and every allegation of Paragraph 39.

4 40. In response to Paragraph 40, StarKist states that Count IV of the Complaint,
5 Plaintiff's unjust enrichment claim, was dismissed by the Court on March 25, 2014, and as such,
6 no response to Paragraph 40 is required. To the extent a response is required, StarKist responds
7 that it is without sufficient knowledge or information to form a belief as to the truth of the
8 allegations of Paragraph 40 and on that basis denies each and every allegation in Paragraph 40.

9 41. In response to Paragraph 41, StarKist states that Count IV of the Complaint,
10 Plaintiff's unjust enrichment claim, was dismissed by the Court on March 25, 2014, and as such,
11 no response to Paragraph 41 is required. To the extent a response is required, StarKist denies the
12 allegations in Paragraph 41.

13 42. In response to Paragraph 42, StarKist states that Count IV of the Complaint,
14 Plaintiff's unjust enrichment claim, was dismissed by the Court on March 25, 2014, and as such,
15 no response to Paragraph 42 is required. To the extent a response is required, StarKist denies the
16 allegations in Paragraph 42.

17 **COUNT V**

18 **Violation Of California's Consumer Legal Remedies Act,**

19 **California Civil Code §§ 1750, *et seq.***

20 43. In response to Paragraph 43, StarKist incorporates by reference paragraphs 1
21 through 42 of this Answer as though fully stated herein.

22 44. Paragraph 44 includes legal conclusions to which no response is required. To the
23 extent any response is required, StarKist denies such allegations. StarKist further states that it is
24 without sufficient knowledge or information to form a belief as to the truth of the remaining
25 allegations of Paragraph 44 and on that basis denies each and every allegation.

26 45. Paragraph 45 includes legal conclusions to which no response is required. To the
27 extent any response is required, StarKist admits that California Civil Code § 1770(a)(5) states, in
28 part:

1 (a) The following unfair methods of competition and unfair or
2 deceptive acts or practices undertaken by any person in a
3 transaction intended to result or which results in the sale or lease
4 of goods or services to any consumer are unlawful:

5 . . .

6 (5) Representing that goods or services have sponsorship,
7 approval, characteristics, ingredients, uses, benefits, or quantities
8 which they do not have or that a person has a sponsorship,
9 approval, status, affiliation, or connection which he or she does not
10 have.

11 To the extent not expressly admitted, StarKist denies the allegations of Paragraph 45.

12 46. In response to Paragraph 46, StarKist denies the allegations.

13 47. In response to Paragraph 47, StarKist denies the allegations.

14 48. In response to Paragraph 48, StarKist admits that attached to the Complaint as
15 Exhibit A is a document that states on its face that it is a “letter” addressed to StarKist Co., 225 N.
16 Shore Dr., Ste. 400, Pittsburgh, PA 15212 that is dated January 9, 2013. StarKist further states
17 that it is without sufficient knowledge or information to form a belief as to the truth of the
18 allegations in Paragraph 48 regarding Plaintiff’s conduct, and on that basis denies each and every
19 such allegation. Paragraph 48 otherwise includes legal conclusions to which no response is
20 required. To the extent a response is required, StarKist denies such allegations, and to the extent
21 not expressly admitted, StarKist otherwise denies all the remaining allegations in Paragraph 48.

22 49. In response to Paragraph 49, StarKist responds that it is without sufficient
23 knowledge or information to form a belief as to the truth of the allegations of Paragraph 49 and
24 on that basis denies each and every allegation.

25 **COUNT VI**

26 **Violation Of California’s Unfair Competition Law,**

27 **California Business & Professions Code §§ 17200, et seq.**

28 50. In response to Paragraph 50, StarKist incorporates by reference paragraphs 1
through 49 of this Answer as though fully stated herein.

51. Paragraph 51 includes legal conclusions to which no response is required. To the
extent any response is required, StarKist denies such allegations. StarKist further states that it is

1 without sufficient knowledge or information to form a belief as to the truth of the remaining
2 allegations of Paragraph 51 and on that basis denies each and every allegation.

3 52. Paragraph 52 includes legal conclusions to which no response is required. To the
4 extent any response is required, StarKist admits that California Business & Professions Code §
5 17200 states, in part, that “unfair competition shall mean and include any unlawful, unfair or
6 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising . . . [.]”
7 To the extent not expressly admitted, StarKist denies the allegations of Paragraph 52.

8 53. In response to Paragraph 53, StarKist denies the allegations.

9 54. In response to Paragraph 54, StarKist denies the allegations.

10 55. In response to Paragraph 55, StarKist denies the allegations.

11 56. In response to Paragraph 56, StarKist denies the allegations.

12 **COUNT VII**

13 **Violation Of California’s False Advertising Law,**

14 **California Business & Professions Code §§ 17500, et seq.**

15 57. In response to Paragraph 57, StarKist incorporates by reference paragraphs 1
16 through 56 of this Answer as though fully stated herein.

17 58. Paragraph 58 includes legal conclusions to which no response is required. To the
18 extent any response is required, StarKist denies such allegations. StarKist further states that it is
19 without sufficient knowledge or information to form a belief as to the truth of the remaining
20 allegations of Paragraph 58 and on that basis denies each and every allegation.

21 59. Paragraph 59 includes legal conclusions to which no response is required. To the
22 extent any response is required, StarKist admits that California Business & Professions Code §
23 17500 states, in part:

24 It is unlawful for any person, firm, corporation or
25 association, or any employee thereof with intent directly or
26 indirectly to dispose of real or personal property or to perform
27 services, professional or otherwise, or anything of any nature
28 whatsoever or to induce the public to enter into any obligation
relating thereto, to make or disseminate or cause to be made or
disseminated before the public in this state, or to make or
disseminate or cause to be made or disseminated from this state
before the public in any state, in any newspaper or other

1 publication, or any advertising device, or by public outcry or
2 proclamation, or in any other manner or means whatever, including
3 over the Internet, any statement, concerning that real or personal
4 property or those services, professional or otherwise, or concerning
5 any circumstance or matter of fact connected with the proposed
6 performance or disposition thereof, which is untrue or misleading,
7 and which is known, or which by the exercise of reasonable care
8 should be known, to be untrue or misleading[.]

6 To the extent not expressly admitted, StarKist denies the allegations of Paragraph 59.

7 60. In response to Paragraph 60, StarKist denies the allegations.

8 61. In response to Paragraph 61, StarKist denies the allegations.

9 62. In response to Paragraph 62, StarKist denies the allegations.

10 63. In response to Paragraph 63, StarKist denies the allegations.

11 **COUNT VIII**

12 **Negligent Misrepresentation**

13 64. In response to Paragraph 64, StarKist incorporates by reference paragraphs 1
14 through 63 of this Answer as though fully stated herein.

15 65. Paragraph 65 includes legal conclusions to which no response is required. To the
16 extent any response is required, StarKist denies such allegations. StarKist further states that it is
17 without sufficient knowledge or information to form a belief as to the truth of the remaining
18 allegations of Paragraph 65 and on that basis denies each and every allegation.

19 66. In response to Paragraph 66, StarKist denies the allegations.

20 67. In response to Paragraph 67, StarKist denies the allegations.

21 68. In response to Paragraph 68, StarKist denies the allegations.

22 69. In response to Paragraph 69, StarKist denies the allegations.

23 70. In response to Paragraph 70, StarKist denies the allegations.

24 71. In response to Paragraph 71, StarKist denies the allegations.

25 **COUNT IX**

26 **Fraud**

27 72. In response to Paragraph 72, StarKist incorporates by reference paragraphs 1
28 through 71 of this Answer as though fully stated herein.

1 73. Paragraph 73 includes legal conclusions to which no response is required. To the
2 extent any response is required, StarKist denies such allegations. StarKist further states that it is
3 without sufficient knowledge or information to form a belief as to the truth of the remaining
4 allegations of Paragraph 73 and on that basis denies each and every allegation.

5 74. In response to Paragraph 74, StarKist denies the allegations.

6 75. In response to Paragraph 75, StarKist denies the allegations.

7 76. In response to Paragraph 76, StarKist denies the allegations.

8 **ANSWER TO PLAINTIFF'S PRAYER FOR RELIEF**

9 Although Plaintiff's Prayer for Relief contains no allegations of fact, and as such, does not
10 require an admission or denial, StarKist denies that Plaintiff is entitled to any relief, either as
11 requested in his Prayer for Relief or otherwise.

12 **ANSWER TO PLAINTIFF'S JURY DEMAND**

13 Plaintiff's Jury Demand contains no allegations of fact, and as such, does not require an
14 admission or denial.

15 **AFFIRMATIVE DEFENSES**

16 StarKist alleges the following affirmative defenses with respect to the claims alleged in
17 the Complaint, without assuming the burden of proof where the burden of proof rests on
18 Plaintiffs. StarKist also hereby gives notice that it intends to rely upon such other and further
19 defenses as may become available or apparent during pretrial proceedings in this action and
20 hereby reserves its right to amend this Answer and assert all such defenses.

21 **FIRST AFFIRMATIVE DEFENSE**

22 Plaintiff's claims are barred because Plaintiff has failed to state facts sufficient to
23 constitute a claim against StarKist.

24 **SECOND AFFIRMATIVE DEFENSE**

25 Plaintiff is estopped from claiming any injury, loss or damages because Plaintiff failed to
26 make reasonable efforts to prevent or mitigate such injury, loss or damages.

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28

1 THIRD AFFIRMATIVE DEFENSE

2 Plaintiff's claims are barred under such equitable defenses as the evidence demonstrates,
3 including but not limited to the doctrines of estoppel, unclean hands and laches.

4 FOURTH AFFIRMATIVE DEFENSE

5 Plaintiff's claims are time-barred to the extent the alleged conduct took place outside the
6 applicable limitations period.

7 FIFTH AFFIRMATIVE DEFENSE

8 Plaintiff's claims are barred because StarKist was under no duty to disclose any of the
9 purported information Plaintiffs alleges was not disclosed.

10 SIXTH AFFIRMATIVE DEFENSE

11 Plaintiff has knowingly and voluntarily waived any claims he might have against StarKist.

12 SEVENTH AFFIRMATIVE DEFENSE

13 Plaintiff's claims are barred by the voluntary payment rule to the extent that Plaintiff
14 voluntarily purchased StarKist products without mistake of fact or fraud.

15 EIGHTH AFFIRMATIVE DEFENSE

16 The injury or damage suffered by Plaintiff, if any there be, would be adequately
17 compensated in an action at law for damages. Accordingly, Plaintiff has a complete and adequate
18 remedy at law and is not entitled to seek equitable relief.

19 NINTH AFFIRMATIVE DEFENSE

20 StarKist is not liable to Plaintiff, in whole or in part, because the losses that Plaintiff
21 allegedly suffered were not proximately caused by any act or omission of StarKist.

22 TENTH AFFIRMATIVE DEFENSE

23 Plaintiff has not suffered any damages or harm whatsoever by reason of the conduct
24 alleged, and that by reason of the foregoing, Plaintiff lacks standing and is otherwise barred from
25 any recovery against StarKist and barred from prosecuting this action.

26 ELEVENTH AFFIRMATIVE DEFENSE

27 The purported claims made by Plaintiff and members of the purported class on whose
28 behalf he purports to sue are precluded because the alleged conduct would have affected, if

1 anyone, only an insubstantial number of putative class members.

2 TWELVETH AFFIRMATIVE DEFENSE

3 The purported class cannot be certified under Federal Rule of Civil Procedure 23 because,
4 *inter alia*, the purported class, class representatives and/or class counsel fail to meet the typicality,
5 commonality, adequacy, superiority, and predominance requirements for class actions.

6 THIRTEENTH AFFIRMATIVE DEFENSE

7 The purported claims made by Plaintiff and members of the purported class on whose
8 behalf he purports to sue are precluded or limited because Plaintiff and members of the purported
9 class on whose behalf he purports to sue failed to exhaust other available remedies.

10 FOURTEENTH AFFIRMATIVE DEFENSE

11 Plaintiff's claims are barred or limited to the extent that the claims asserted require the
12 improper extraterritorial application of various state laws.

13 FIFTEENTH AFFIRMATIVE DEFENSE

14 Plaintiff's claims are preempted by federal law.

15 SIXTEENTH AFFIRMATIVE DEFENSE

16 Plaintiff's Complaint and each and every purported cause of action therein should be
17 dismissed pursuant to the doctrine of primary jurisdiction, because Plaintiff's claims raise issues
18 that should be addressed in the first instance by the United States Food and Drug Administration.

19 SEVENTEENTH AFFIRMATIVE DEFENSE

20 Plaintiff's claims under various state consumer protection laws are exempted by
21 applicable safe harbor provisions.

22 EIGHTEENTH AFFIRMATIVE DEFENSE

23 Plaintiff failed to give notice to StarKist in connection with the filing of certain of the
24 claims that require notice.

25 NINETEENTH AFFIRMATIVE DEFENSE

26 Plaintiff has failed to allege fraud with sufficient particularity.

27 RESERVATION OF DEFENSES

28 StarKist presently has insufficient knowledge or information on which to form a belief as

1 to whether it may have additional, as yet unstated, affirmative defenses available. StarKist
2 reserves the right to assert additional defenses in the event that discovery indicates that they
3 would be appropriate.

4 **PRAYER**

5 WHEREFORE, having fully answered the Complaint, StarKist respectfully prays as
6 follows:

- 7 1. That Plaintiff takes nothing by way of his Complaint;
- 8 2. That judgment be entered in favor of StarKist and against Plaintiff on the
9 Complaint as a whole;
- 10 3. That StarKist be awarded attorneys' fees and costs of suit as may be appropriate
11 under applicable statutes; and
- 12 4. That the Court award StarKist such other relief as the Court may deem
13 appropriate.

14
15 Dated: April 18, 2014

HOGAN LOVELLS US LLP
ECKERT SEAMANS CHERIN & MELLOTT, LLC

16
17
18 By: /s/ Robert B. Hawk
Robert B. Hawk

19 Attorneys for Defendant
20 STARKIST CO.

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JURY DEMAND

StarKist demands a trial by jury on any of Plaintiff's claims triable to a jury.

Dated: April 18, 2014

HOGAN LOVELLS US LLP
ECKERT SEAMANS CHERIN & MELLOTT, LLC

By: /s/ Robert B. Hawk
Robert B. Hawk

Attorneys for Defendant
STARKIST CO.