

EXHIBIT 1

1 Daniel J. Mogin (SBN. 95624)
2 Jodie M. Williams (SBN 247848)
3 Jennifer M. Oliver (SBN 311196)
4 **MOGINRUBIN LLP**
5 One America Plaza, Suite 3300
6 600 West Broadway
7 San Diego, CA 92101
8 Telephone: (619) 687-6611
9 Facsimile: (619) 687-6610
10 dmogin@moginrubin.com
11 jwilliams@moginrubin.com
12 joliver@moginrubin.com

9 Jonathan L. Rubin (*Pro hac vice*)
10 **MOGINRUBIN LLP**
11 1615 M Street NW, Third Floor
12 Washington, DC 20036
13 Telephone: (202) 630-0616
14 Facsimile: (866) 726-5741
15 jrubin@moginrubin.com

14 *Counsel for Plaintiffs*

15 **IN THE UNITED STATES DISTRICT COURT**
16 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18 MED VETS INC. and BAY MEDICAL
19 SOLUTIONS INC.,

20 *Plaintiffs,*

21 v.

22 VIP PETCARE HOLDINGS, INC.,
23 successor in interest to COMMUNITY
24 VETERINARY CLINICS, LLC d/b/a VIP
25 Petcare and PETIQ, INC.,

26 *Defendants,*

Case No. 3:18-CV-02054-MMC

**RESTATED [PROPOSED]
FIRST AMENDED COMPLAINT FOR
VIOLATIONS OF THE SHERMAN AND
CLAYTON ACTS SEEKING
PERMANENT INJUNCTION AND
DAMAGES**

JURY TRIAL DEMANDED

Judge: Hon. Maxine M. Chesney

1 Plaintiffs, MED VETS INC. (“Med Vets”) and BAY MEDICAL SOLUTIONS INC. (“Bay
2 Medical”), bring this action under the antitrust laws against defendants, VIP PETCARE HOLDINGS,
3 INC., successor in interest to COMMUNITY VETERINARY CLINICS, LLC d/b/a VIP Petcare
4 (“VIP”), and PETIQ, INC. (“PetIQ”), and allege:

5 **I. NATURE OF THE CASE**

6 1. The markets for prescription and veterinarian-recommended pet parasiticides are not
7 normal markets. They do not function competitively because the major veterinary pharmaceutical
8 manufacturers—including, Merial (a division of Boehringer Ingelheim), Elanco Animal Health (a
9 division of Eli Lilly), Zoetis, Merck Animal Health, Pfizer, and Novartis—claim to restrict sales of pet
10 medications to veterinary practitioners. This subterfuge has for years discouraged pet owners from
11 shopping for pet medications at non-veterinary retailers. The manufacturers’ strategies maintain
12 veterinarians’ sales volumes and protect the products they sell from price competition from retailers.
13 The manufacturers are engaged in a “subterfuge” because these pet medications easily may be purchased
14 from a wide variety of retailers, including PetSmart, 1-800PetMeds, Petco, Costco, Walmart, Tractor
15 Supply, and many others.

16 2. For years, manufacturers supplied retailers with products not sold by veterinarians
17 (demand for such products is highly weather dependent) and, at least in the case of Merial (maker of
18 Frontline Plus), supplied retailers for the purpose of maintaining retail product category leadership.
19 Manufacturers fed retailers through a “secondary distribution” system, whereby veterinarians and
20 veterinarian clinics purchase medications from manufacturers and then re-sell them to secondary
21 distributors. The secondary distributors then sell to retailers. Plaintiffs, Med Vets and Bay Medical, are
22 secondary distributors. Pet medication distribution markets therefore are not “normal” because
23 conventional distribution channels to retailers do not generally exist and because market participants
24 have consistently misrepresented the availability of their products to increase veterinary sales to
25 maintain artificially high prices.

26 3. As a consequence, the Federal Trade Commission (“FTC”) in 2011 opened an
27 investigation into anticompetitive conditions in the U.S. market for pet medications. The FTC staff
28 report, “Competition in the Pet Medications Industry, Prescription Portability and Distribution

1 Practices,” released in May 2015 (“2015 FTC *Report*”), identified three distinct channels through which
2 consumers purchase pet medications: i) purchased from a veterinarian or veterinary clinic; ii) purchased
3 from a retail outlet conventionally supplied directly by a manufacturer or its distributor; or, iii) from a
4 retail outlet supplied by the “secondary distribution system.” All three channels continue to exist today.
5 This case relates only to the secondary distribution system, and the deleterious effect on competition in
6 that market as a result of the PetIQ-VIP acquisition.

7 4. The pet medication products—predominantly pet parasiticides that prevent fleas, ticks,
8 and heartworm—flowing through the secondary distribution system are not the same products that are
9 conventionally distributed to retailers. Consumers do not substitute veterinarian-sold products (which
10 are also supplied to retailers through the secondary distribution system) with conventionally distributed
11 pet products available at retailers (for the reasons alleged below).

12 5. The 2015 FTC *Report* stated that “the secondary distribution system facilitates increased
13 competition between veterinarians and other retailers, resulting in additional purchasing options and
14 potentially lower prices for consumers, particularly for OTC flea and tick products.” *Id.* at 90. In a
15 Statement to the House Subcommittee on Commerce, Manufacturing, and Trade on April 29, 2016, the
16 FTC stated that the secondary distribution system for pet medications “likely results in lower prices than
17 would otherwise prevail if exclusive distribution were being strictly enforced.” Today, nearly 40% of
18 all pet medications are purchased at pharmacies, “big-box” stores, pet specialty stores, on-line
19 merchants, and other non-veterinary retail outlets. According to the FTC, making pet medications
20 available to consumers for lower prices than are available through veterinarians is a pro-competitive
21 market outcome.

22 6. In this case plaintiffs claim that the acquisition of VIP Petcare by PetIQ violates Section
23 7 of the Clayton Act, 15 U.S.C. § 18, and Section 2 of the Sherman Act, 15 U.S.C. § 2, because the
24 merger-specific anticompetitive effect of the PetIQ/VIP acquisition is likely to enable defendants to
25 monopolize the secondary distribution system—or bring them dangerously close to doing so. Plaintiffs
26 seek equitable relief to permanently enjoin the unlawful acquisition and damages.¹

27
28

¹ Count II of the initial Complaint

1 7. Defendants' monopolization or attempted monopolization of secondary distribution
2 system results in fewer suppliers from whom retailers can purchase inventory and deprives consumers
3 of the benefits of robust wholesale price competition. Prior to the merger, retailers could "horse trade"
4 by playing multiple secondary suppliers against one another to reach the lowest price. Today, retailers
5 only have PetIQ from whom to purchase the class of "veterinarian only" pet medications.

6 8. The acquisition therefore violates Section 7 of the Clayton Act and should be enjoined
7 or limited, and defendants' attempt to monopolize the pet parasiticides formerly sold through the
8 secondary distribution system violates Section 2 of the Sherman Act, for which violations plaintiffs seek
9 equitable relief, treble damages, attorneys' fees, and costs of this action.

10 **II. THE PARTIES**

11 9. Plaintiff, MED VETS INC. ("Med Vets"), is a corporation organized, existing and doing
12 business under and by virtue of the laws of the State of Florida, with its headquarters at 10811 Sunset
13 Plaza Circle, Suite 406, Ft. Myers, FL 33908. Med Vets is a licensed wholesale distributor of veterinary
14 pharmaceutical products, mostly those requiring a prescription from a veterinarian to be lawfully
15 purchased by a consumer.

16 10. Plaintiff, BAY MEDICAL SOLUTIONS INC. ("Bay Medical"), is a corporation
17 organized, existing and doing business under and by virtue of the laws of the State of Florida, with its
18 headquarters at 10811 Sunset Plaza Circle, Suite 406, Ft. Myers, FL 33908. Bay Medical, under common
19 ownership with Med Vets, is a wholesale distributor of OTC pet medications, principally, Frontline Plus,
20 a market leading flea-and-tick control parasiticide.

21 11. Defendant VIP PETCARE HOLDINGS, INC., successor in interest to COMMUNITY
22 VETERINARY CLINICS, LLC d/b/a VIP Petcare ("VIP"), is a corporation organized, existing and
23 doing business under and by virtue of the laws of the State of California, with its headquarters at 5813
24 Skylane Blvd., Windsor, CA 95401. VIP operates 2,900 veterinarian clinic locations and 76,000 mobile
25 clinics and employs over 1,400 veterinarians in 31 states. According to press reports, when VIP acquired
26 PawsPlus in November 2014, the deal created the largest single provider of veterinary care in the
27 country.

1 open an additional 1,000 veterinary clinics. With the acquisition of VIP's wholesale distribution of
2 Frontline Plus, the merged entity became the dominant supplier of restricted OTC pet parasiticides to
3 retailers through the secondary distribution system.

4 17. Ms. Susan Sholtis, formerly the head of North American commercial operations for
5 Merial (makers of Frontline Plus), was appointed PetIQ's president, effective October 1, 2018, after
6 being appointed to its Board of Directors on March 15, 2018, immediately after the VIP acquisition.
7 Subsequent to the VIP acquisition, on March 19, 2018, PetIQ appointed Susan Sholtis as a member of
8 its Board of Directors. PetIQ's press release announcing the appointment describes Ms. Sholtis as the
9 former "Head of North America Commercial Operations at Merial ... responsible for transitioning North
10 America operations to Merial's new owner, Boehringer Ingelheim" and as having "spent eight years at
11 Merial beginning in 1996 where she most recently had global responsibility for managing two of the
12 largest brands in animal healthcare, FRONTLINE® and HEARTGARD®."

13 18. The merged entity will have the ability and incentive to dominate and monopolize the
14 distribution system for veterinary medications traditionally distributed through the secondary system.
15 Moreover, manufacturers stand to benefit from the creation of a single, dominant gateway for that group
16 of products, giving them greater control over secondary distribution to retailers. The transaction violates
17 Section 7 of the Clayton Act because it may substantially lessen competition in the wholesale supply of
18 veterinary medications to non-veterinarian consumer retail outlets.

19 VI. THE DISTRIBUTION SYSTEM

20 19. Defendant, PetIQ's, dominance over the distribution of restricted and prescription pet
21 medications appears to have been successful, or nearly so, since the VIP acquisition. According to
22 information distributed at a Jefferies 2018 Consumer Conference on June 19-20, 2018 in Nantucket,
23 MA, the merged entity now distributes a "95% Share of Rx in Retail" (Ex. B to Motion for Expedited
24 Limited Discovery at 7) and 90% of "direct purchasing from animal health suppliers" for delivery to
25 retailers to be sold to consumers (Ex. B at 12 to Motion for Expedited Limited Discovery). By any
26 measure, 90 and 95% market shares constitute monopolies.

27 20. The precise market definitions to which these shares refer are largely undefined. But, "Rx
28 in Retail" likely refers to the distribution of prescription pet medications, a class of products purported

1 to be sold only by veterinarians and veterinarian clinics and pre-merger distributed to retailers through
2 a secondary market. The second market, “direct purchasing from animal health suppliers” suggests
3 control of distribution of non-prescription medications traditionally (and supposedly) restricted by the
4 manufacturer to the secondary distribution system (*e.g.* Frontline Plus) and conventionally distributed
5 OTC pet products. The precise list of restricted and prescription pet medication products is not known
6 with precision by plaintiffs. While the precise list of restricted and prescription products that is now
7 distributed only by the merged entity is not material to the distribution services markets involved in this
8 case, such information is likely to be contained in the parties’ pre-merger Notice and Report (HSR
9 filings) submitted by defendants to the FTC in advance of the transaction.

10 21. With the notable exception of Bayer Animal Health, nearly all animal health
11 pharmaceutical manufacturers engage in the subterfuge that they restrict distribution of prescription and
12 certain OTC medications to veterinarians for sale to the public. In spite of this, some 38% of all pet
13 medications, including prescription and restricted OTC pet parasiticides, are sold at pharmacies, big-
14 box stores, pet specialty stores, or on-line.

15 22. Bayer Animal Health is the only major veterinary pharmaceutical manufacturer that has
16 broken from the pack by openly supporting the sale of its pet medications by pharmacies and on-line
17 merchants. In February 2010, Bayer announced an end to its decades-old policy of selling its Advantage
18 and K-9 Advantix flea and tick prevention products exclusively through veterinarians. Bayer’s rival, Eli
19 Lilly’s Elanco, responded with a widely-disseminated call-to-arms in a letter to U.S. veterinarians,
20 stating:

21 Your business is at a crossroad. Will you stand by and watch while industry “leaders”
22 redirect patients outside your office for veterinary products? Will you endorse
23 companies which disrespect your profession and redirect patients to other sources? Or
24 will you support companies whose words are supported by action? At Elanco, we
25 believe it is critically important to align actions and words. We believe our
26 unwavering commitment to veterinarians, demonstrated through innovative product
27 introductions and methods of keeping our products within the veterinary channel,
28 demonstrate our support to you and your practice.

29 23. Bayer sued Eli Lilly over the disparaging statements in the letter, claiming false
30 advertising and unfair competition. (Southern District of New York Case No. 1:11-cv-03047-AKH, filed

1 May 4, 2011). In the Consent Decree terminating the case, Lilly (including its sales force, employees
2 and agents) were required to refrain from making or disseminating any of the following statements:

- 3 a. That there is a direct correlation between Bayer's sales of pet medicines through
4 retail stores and a decline in veterinary-dispensed flea medication; or
- 5 b. That Bayer does not support veterinarians; or
- 6 c. That Elanco's pet medicines cannot ever be purchased by pet owners from
7 Internet pharmacies; ...

8
9 24. Contrary to the last stipulation, Elanco's Comfortis, an oral flea treatment for dogs and
10 cats, and other Elanco medications were and remain available for purchase through a number of non-
11 veterinarian Internet pharmacies, including 1800petmeds.com and drsfostersmith.com. As Bayer
12 summarized in its Complaint, although sales "to th[e] non-veterinary market violated the terms of
13 Bayer's and Elanco's sales policies, this practice was and is common in the sale of many pet medicines."

14 25. Merial manufactures Frontline Plus, which it represents as the best-selling veterinary
15 product in the world. Frontline Plus is a continual use parasiticide for dogs and cats containing the active
16 ingredients fipronil and methoprene. As the top-selling pet flea and tick parasiticide purchased at *retail*
17 year after year, Frontline Plus became the only true "blockbuster" pet medication in history, attaining
18 global sales of almost \$ 1 billion in the years before Merial's patents began to expire and imitators (one
19 of which was PetIQ) began to enter the retail market.

20 26. When Bayer decided to supply retailers directly, Merial also responded with a letter to
21 veterinarians. Merial's then U.S. Operations President wrote, "Merial's policy has always been to sell
22 Frontline products only to licensed practicing veterinarians. I want to personally assure you that this
23 policy remains unchanged. So if you hear that Frontline products are 'going OTC,' it isn't true."

24 27. The letter was met with incredulity by most veterinary practitioners, who were fully
25 aware that Frontline products were widely available at Costco, PetSmart, and Petco and from e-
26 commerce merchants, such as PetMed Express. An article in 2010 in the veterinary industry publication
27 VIN News Service suggested that Merial knowingly misrepresented its distribution policies. The
28 company even appeared to concede that its distribution policies were bereft of any legitimate business
purpose, other than to vie for the loyalty of veterinarians by paying lip service to a policy observed in

1 name only. A Merial executive also reportedly asserted that the antitrust laws were limiting the
2 company's ability to "aggressively enforce" its policy, because retail sales are not illegal and because
3 Frontline is the market leader, putting them under "particular scrutiny to avoid breaking laws against
4 restraint of trade, anti-competitive behavior." The Merial executive was quoted as saying:

5 We're caught between having a sales policy that we enforce and legal constraints that
6 dictate that we must be extremely careful how we enforce it. It may sound like a story
7 we're concocting. We haven't raised it much before because it's a legalistic argument,
8 and I'm afraid people may not understand the extent to which this is a very important
9 concern.

9 Yet, Merial for years had maintained so-called "Zulu" accounts free of sales commissions to facilitate
10 the flow of Frontline Plus into the secondary distribution system, thereby supplying the necessary
11 inventories to maintain the product's leading retail sales position.

12 28. Pet parasiticide manufacturers continue to insist that distribution of their products is
13 limited to veterinarians, even though large volumes of these products are sold by non-veterinarian
14 retailers. The PetIQ acquisition of VIP restrains the volume of distribution to retail outlets with no
15 legitimate purpose but to enable manufacturers artificially to limit supply to maintain prices above their
16 competitive levels. With PetIQ as practically the only available wholesaler, manufacturers can perpetuate
17 the subterfuge while at the same exercising greater discipline and control over secondary distribution.

18 **VII. VETERINARY PRESCRIPTION NON-PORTABILITY**

19 29. Unlike prescription drugs for humans, which are prescribed by doctors but sold only by
20 pharmacies, there are no statutory or regulatory restrictions on the right of veterinarians to dispense pet
21 medications, so veterinarians both prescribe and sell prescription as well as high-value OTC pet
22 medications. A financial conflict of interest exists when the exclusive legal right to prescribe is
23 combined with *de facto* exclusive authorization to dispense. In such an environment, competition in the
24 market for pet medications can be severely distorted when manufacturers restrain retail supplies.

25 30. To purchase prescription pet medications from a retailer, a consumer must first obtain a
26 "portable" prescription from their veterinarian. Although many veterinarians provide portable
27 prescriptions to clients upon request, the FTC observed that "complaints persist that some veterinarians
28 do not always comply with requests for prescriptions." 2015 FTC Report, at 18. For this reason, federal

1 legislation has been introduced on several occasions to require veterinarians to provide portable
2 prescriptions for every medication they prescribe. (*See, e.g.*, Fairness to Pet Owners Act of 2011, H.R.
3 1406, 112th Cong. (2011); Fairness to Pet Owners Act of 2014, H.R. 4023, 113th Cong. (2014); and
4 Fairness to Pet Owners Act of 2014, S. 2756, 113th Cong. (2014)). Such legislation is intended to enable
5 pet owners to shop for the best prices for pet medications.

6 31. However, as the FTC recognized, even achieving universal portability of pet medication
7 prescriptions is unlikely to enhance competition in the presence of restrictive manufacturer distribution
8 policies. Indeed, maintaining the secondary distribution system and the availability of prescription
9 medications from non-veterinary retailers is necessary for any improvement in veterinary prescription
10 portability to have a pro-competitive effect. With PetIQ in control of the distribution of prescription pet
11 medications, prescription portability can do little to stimulate competition and create competitive
12 downward pressure on pet medications.

13 **VIII. THE RELEVANT MARKET**

14 32. The relevant lines of commerce and product markets in which to analyze the effects of
15 PetIQ's acquisition of VIP are the distributing and wholesaling services involved in distributing
16 prescription and restricted pet parasiticides, which are pet medication products that do not flow through
17 customary distribution channels. A small but significant and non-transitory increase in the price of these
18 distribution services by a hypothetical monopolist distributor in each of the relevant markets likely
19 would be profitable.

20 33. The relevant geographic market for analyzing the effects of the acquisition is the United
21 States.

22 **IX. ANTICOMPETITIVE EFFECTS**

23 34. As a result of defendants' transaction, the combined company possesses considerable
24 capacity and opportunity to purchase large quantities of prescription pet parasiticides through its
25 veterinary clinics and plans to increase such capacity with the opening of an additional 1,000 veterinary
26 clinics in the near future. Endowed with VIP's wholesale access to such large quantities of prescription
27 pet medications and PetIQ's comprehensive relationships with retailers, the combined company has the
28 capacity to gain a monopoly share of distribution of the products that used to flow through the secondary

1 distribution system. The market for distribution services of prescription parasiticides is vulnerable
2 because it is already highly concentrated. Plaintiffs estimate that in 2017, VIP distributed over 27% of
3 the prescription pet parasiticides sold by non-veterinary retailers, compared to about 25% of retailer-
4 sold medications that were sourced from all other U.S. veterinarian-wholesalers combined. Other key
5 wholesalers of prescription products to non-veterinary retailers include Southeastern Veterinary Exports
6 (a captive distributor to 1-800-Petmeds) (33%), Lambert Vet Supply (5%), Rainbow Vet Supply (4%),
7 Pet Vet Supplies (2%), and plaintiff, Med Vets (4%). Rival distributors, such as plaintiff and other
8 distributors, are foreclosed from a source of supply and have been forced to exit the market. PetIQ's
9 resulting dominant position consolidates control of distribution for multiple rival manufacturers and
10 deprives retailers a competitive choice of wholesale distributors.

11 35. The anticompetitive harm to the secondary distribution system attributable to the PetIQ-
12 VIP acquisition, therefore, substantially threatens to harm to competition in the market for distribution
13 services for pet medications. Defendants' transaction establishes a single distributor for several
14 competing veterinary pharmaceutical manufacturers and it is likely to reduce the volume of pet
15 medications available and is likely to facilitate inter-brand coordination on price and other coordinated
16 effects.

17 36. Entry of new distributors into the relevant markets is unlikely to prevent or remedy the
18 anticompetitive effects of defendants' transaction or conduct. Offering such distribution services
19 requires veterinary licensing and other regulatory authorizations and appropriate relationships with
20 manufacturers and retailers. A new entrant would find it practically impossible to establish and cultivate
21 the business relationships necessary to provide distribution services in competition with PetIQ.

22 37. The transaction will not generate verifiable, merger-specific efficiencies in the relevant
23 markets sufficient to reverse or outweigh the anticompetitive effects that are likely to occur and have
24 occurred. The parties' arrangements and co-ownership create no additional or unique improvements or
25 greater efficiencies than a market with multiple distributors. Any savings resulting from the parties'
26 transaction will inure only to the profits of the enterprise and will result in no price or non-price retailer
27 or consumer benefits.

28

1 38. For years, pet medication manufacturers have known that artificial restraints on the
2 distribution of pet medications through “veterinarian only” distribution policies risks exposing them to
3 antitrust liability. The restrictive, discriminatory, and exclusionary arrangements facilitated by the
4 defendants’ transaction, which in the process lowers output and raises prices, also violates the antitrust
5 laws. Industry participants should not be permitted to accomplish indirectly what the antitrust laws
6 prohibit from accomplishing directly.

7 39. Accordingly, the transaction substantially may lessen competition in the market for
8 distribution services of certain restricted and prescription pet parasiticides and is likely to lower the
9 output and raise the prices of those products. The merger has created a dangerous probability that
10 defendants will succeed in monopolizing distribution services for those pet parasiticides.

11 **XI. ANTITRUST INJURY**

12 40. As a direct, proximate, and foreseeable result of defendants’ transaction and antecedent
13 conduct, plaintiffs have been injured in their business and property or are threatened with such injury.
14 Plaintiff, Bay Medical, has been excluded as a distributor of OTC pet parasiticides to non-veterinarian
15 retailers and plaintiff, Med Vets, is threatened with exclusion from the distribution of prescription pet
16 parasiticides and have no adequate remedy at law.

17 **XII. VIOLATIONS ALLEGED**

18 41. Plaintiffs incorporate the allegations of paragraphs 1 through 37 above as if fully set forth
19 in each Count herein.

20 **COUNT I**

21 **(Unlawful Merger in Violation of the Clayton Act § 7)**

22 42. Plaintiffs bring Count I of this action under Section 16 of the Clayton Act, 15 U.S.C. §
23 26, to prevent and restrain the defendants from violating Section 7 of the Clayton Act, 15 U.S.C. § 18.
24 The likely effect of the defendants’ acquisition will be to lessen competition substantially in interstate
25 trade and commerce by concentrating distribution services for restricted and prescription pet
26 medications throughout the country, in violation of Section 7 of the Clayton Act, 15 U.S.C. § 18.

27 43. Plaintiffs are threatened with the loss of their business and property and other irreparable
28 harm from the violation and have no adequate remedy at law.

1 **COUNT II**

2 **(Attempted Monopolization in Violation of the Sherman Act § 2)**

3 44. Plaintiffs bring Count II of this action under Section 4 of the Clayton Act, 15 U.S.C. §
4 15 and Section 16 of the Clayton Act, 15 U.S.C. § 26, for damages and injunctive relief against
5 defendants for violating Section 2 of the Sherman Act, 15 U.S.C. § 2. Defendants' acquisition
6 transaction and antecedent conduct and create a dangerous probability that defendants will succeed in
7 monopolizing the market for distribution services of pet parasiticides in violation of Section 2 of the
8 Sherman Act, 15 U.S.C. § 2, as described herein.

9 45. As a direct and proximate result of the foregoing, plaintiffs have lost their business and
10 property and are threatened with additional loss and injury for which there is no adequate remedy at law.

11 **XIII. RELIEF REQUESTED**

12 WHEREFORE, plaintiffs request the following relief:

13 A. A declaration that the Pet IQ acquisition of VIP violates Section 7 of the Clayton Act, 15
14 U.S.C. § 18;

15 B. A preliminary order enjoining defendants from proceeding to integrate the acquired
16 companies into the operations of PetIQ and requiring defendants to hold the assets acquired in the
17 transaction separate during the pendency of this litigation;

18 C. A temporary order enjoining defendants from soliciting additional contracts from
19 veterinary pharmaceutical manufacturers without prior notification to the Court and to plaintiffs;

20 D. A permanent order requiring PetIQ to divest its interests in VIP and for a novation of the
21 January 17, 2018 acquisition;

22 E. Three-fold damages directly and proximately caused by defendants' anticompetitive
23 conduct and attempted monopolization of the relevant markets;

24 F. An order awarding a reasonable attorneys' fee and the costs of this suit; and,

25 G. Such other further temporary and permanent equitable relief as may be reasonably
26 necessary.

27 **DEMAND FOR JURY TRIAL**

28 Plaintiffs demand trial by jury of all issues so triable.

1 Dated: October 26, 2018
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3

4 /s/ Jonathan L. Rubin

5 Jonathan L. Rubin (*Pro hac vice*)

6 **MOGINRUBIN LLP**

1615 M Street NW, Third Floor

Washington, DC 20036

7 Telephone: (202) 630-0616

8 Facsimile: (866) 726-5741

jrubin@moginrubin.com

9 Daniel J. Mogin (SBN 95624)

10 Jodie M. Williams (SBN 247848)

11 Jennifer M. Oliver (SBN 311196)

12 **MOGINRUBIN LLP**

One America Plaza, Suite 3300

13 600 West Broadway

San Diego, CA 92101

14 Telephone: (619) 687-6611

Facsimile: (619) 687-6610

15 dmogin@moginrubin.com

16 jwilliams@moginrubin.com

joliver@moginrubin.com

17 *Counsel for Plaintiffs*
18
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21
22
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24
25
26
27
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