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8 UNITED STATES DISTRICT COURT  
9 FOR THE WESTERN DISTRICT OF WASHINGTON  
10 AT TACOMA

11 MOTHER, LLC, a Washington Limited  
12 Liability Company,

13 Plaintiff,

14 v.

15 L.L. BEAN, Inc., a Maine Corporation,

16 Defendant.

NO. C06-5540JKA

L.L. BEAN'S ANSWER

JURY DEMAND

17 The defendant, L. L. Bean, Inc. ("L. L. Bean") answers the allegations of the  
18 complaint (the "complaint") of the plaintiff, Mother, LLC ("Mother"), as follows:

19 1. L. L. Bean lacks sufficient knowledge or information concerning the facts  
20 asserted in paragraph 1 of the complaint to form a belief about their truth, and, on that basis,  
21 denies them.

22 2. L. L. Bean admits that L. L. Bean, Inc. is a corporation with a principal place  
23 of business in Freeport, Cumberland County, Maine.  
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1           3.     Paragraph 3 of the complaint asserts a legal conclusion to which no answer is  
2 required. To the extent that it asserts any factual allegations, L. L. Bean denies them.

3           4.     Paragraph 4 of the complaint asserts a legal conclusion to which no answer is  
4 required. To the extent that it asserts any factual allegations, L. L. Bean denies them.

5           5.     Paragraph 5 of the complaint asserts a legal conclusion to which no answer is  
6 required. To the extent that it asserts any factual allegations, L. L. Bean denies them.

7           6.     L. L. Bean denies that Mother has suffered any damage in the Western District  
8 of Washington or anywhere from the conduct of L. L. Bean alleged in the complaint.  
9 L. L. Bean lacks sufficient knowledge or information concerning the remaining facts asserted  
10 in paragraph 6 of the complaint to form a belief about their truth, and, on that basis, denies  
11 them.  
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13           7.     L. L. Bean lacks sufficient knowledge or information concerning the facts  
14 asserted in paragraph 7 of the complaint to form a belief about their truth, and, on that basis,  
15 denies them.  
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17           8.     L. L. Bean lacks sufficient knowledge or information concerning the facts  
18 asserted in paragraph 8 of the complaint to form a belief about their truth, and, on that basis,  
19 denies them.  
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21           9.     L. L. Bean lacks sufficient knowledge or information concerning the facts  
22 asserted in paragraph 9 of the complaint to form a belief about their truth, and, on that basis,  
23 denies them. Exhibit A to the complaint is a document, which speaks for itself.

24           10.    L. L. Bean denies the allegations asserted in paragraph 10 of the complaint.  
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1           11.    L. L. Bean admits that in or about March 2005 it ordered the Mother Day Pack  
2 (the “Mother Pack”) from Mother to sell through L. L. Bean’s catalogs and its web site,  
3 [www.llbean.com](http://www.llbean.com) (the “L. L. Bean web site”), and affirmatively states that it began offering  
4 the Mother Pack for sale in or about July 2005 through its catalogs and the L. L. Bean web  
5 site.

6           12.    L. L. Bean denies the allegations asserted in paragraph 12 of the complaint.

7           13.    L. L. Bean admits that it markets and sells a product called the Upland Vest  
8 Pack (the “L. L. Bean Pack”). L. L. Bean lacks sufficient knowledge or information  
9 concerning the identity of the factory that produces the Mother Pack to form a belief as to the  
10 truth of the allegation that the Mother Pack and L. L. Bean Pack are produced at the same  
11 factory, and, on that basis, denies that allegation. L. L. Bean denies the remaining allegations  
12 asserted in paragraph 13 of the complaint.  
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14           14.    L. L. Bean admits that it markets and sells the L. L. Bean Pack. L. L. Bean  
15 denies the remaining allegations asserted in paragraph 14 of the complaint.  
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17           15.    L. L. Bean admits that it stopped marketing or selling the Mother Pack.  
18 L. L. Bean admits that it began marketing and selling the L. L. Bean Pack in or about June  
19 2006. L. L. Bean admits that Exhibit B is a true and correct copy of a page of the L. L. Bean  
20 web site as it appeared on September 14, 2006. Exhibit B is a document, which speaks for  
21 itself. L. L. Bean denies the remaining allegations asserted in paragraph 15 of the complaint.  
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23           16.    L. L. Bean affirmatively states that Exhibit C attached to the complaint is an  
24 incomplete copy of the comments submitted by visitors to the “Gear & Gadgets” forum of the  
25 web site [www.uplandjournal.com](http://www.uplandjournal.com) on the subject of the L. L. Bean Pack from July 20, 2006, to  
26

1 August 4, 2006. A complete copy of those comments is attached as Exhibit 1. L. L. Bean  
2 denies the allegations asserted in paragraph 16 of the complaint.

3 17. L. L. Bean admits that it continues to market the L. L. Bean Pack. L. L. Bean  
4 denies the remaining allegations asserted in paragraph 17 of the complaint.

5 18. L. L. Bean denies the allegations asserted in paragraph 18 of the complaint.

6 19. L. L. Bean denies the allegations asserted in paragraph 19 of the complaint.

7 20. L. L. Bean denies the allegations asserted in paragraph 20 of the complaint.

8 21. L. L. Bean denies the allegations asserted in paragraph 21 of the complaint.

9 22. L. L. Bean denies the allegations asserted in paragraph 22 of the complaint.

10 23. L. L. Bean incorporates the responses set forth in the foregoing paragraphs as  
11 if set forth in this paragraph.  
12

13 24. Paragraph 24 of the complaint asserts a legal conclusion to which no answer is  
14 required. To the extent that it asserts any factual allegations, L. L. Bean denies them.  
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16 25. L. L. Bean denies the allegations asserted in paragraph 25 of the complaint.

17 26. L. L. Bean denies the allegations asserted in paragraph 26 of the complaint.

18 27. L. L. Bean incorporates the responses set forth in the foregoing paragraphs as  
19 if set forth in this paragraph.  
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21 28. Paragraph 28 of the complaint asserts a legal conclusion to which no answer is  
22 required. To the extent that it asserts any factual allegations, L. L. Bean denies them.

23 29. L. L. Bean incorporates the responses set forth in the foregoing paragraphs as  
24 if set forth in this paragraph.  
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1 Dated: November 21, 2006

2 BRANN & ISAACSON

3 By: /s/ David Swetnam-Burland  
4 David Swetnam-Burland  
5 Peter J. Brann  
6 (admitted *pro hac vice*)  
7 [pbrann@brannlaw.com](mailto:pbrann@brannlaw.com)  
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11 and

12 GORDON, THOMAS, HONEYWELL,  
13 MALANCA, PETERSEN & DAHEIM, LLP  
14 Bradley A. Maxa  
15 WSBA No. 15198

16 Attorneys for Defendant

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on November 21, 2006, I electronically filed the foregoing  
3 L. L. Bean's Answer using the CM/ECF system, which will send notification of such filing to  
4 all counsel of record in this action.  
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6 By: /s/ David Swetnam-Burland  
7 David Swetnam-Burland  
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