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12 Attorneys for Defendant  
 13 TATUNG COMPANY OF AMERICA

14 UNITED STATES DISTRICT COURT  
 15 FOR THE NORTHERN DISTRICT OF CALIFORNIA

16 IN RE: TFT-LCD (FLAT PANEL) ANTITRUST  
 17 LITIGATION

CASE NO. 03:10-cv-04945-SI

18 This Document Relates to Individual Case No.  
 19 3:10-cv-04945-SI

MDL NO. 3:07-MD-01827-SI

20 TARGET CORP., *et al.*,

21 Plaintiff,

**STIPULATION OF EXTENSION OF TIME  
 FOR DEFENDANT TATUNG COMPANY  
 OF AMERICA TO RESPOND TO  
 COMPLAINT AND [PROPOSED] ORDER**

22 v.

Date Action Filed: November 1, 2010

23 AU OPTRONICS CORPORATION, *et al.*,

24 Defendants.

25 The undersigned counsel, on behalf of Plaintiffs Target Corporation, Sears, Roebuck and Co.,  
 26 Kmart Corporation, Old Comp Inc., Good Guys, Inc., RadioShack Corporation, and Newegg Inc.  
 27 (collectively, "Plaintiffs"), and Defendant Tatung Company of America ("Tatung") hereby stipulate  
 28 and agree as follows:

WHEREAS, Plaintiffs filed a Complaint in the above-captioned case against Defendant  
 Tatung and other defendants, on November 1, 2010;

WHEREAS, on January 27, 2011, Plaintiffs entered into a stipulation with defendants AU  
 Optronics Corporation, AU Optronics Corporation America, Chi Mei Corporation, Chimei Innolux  
 Corporation (f/k/a Chi Mei Optoelectronics Corporation), Chi Mei Optoelectronics USA, Inc., CMO

1 Japan Co. Ltd., Nexgen Mediatech, Inc., Nexgen Mediatech USA, Inc., Epson Imaging Devices  
2 Corporation, Epson Electronics America, Inc., LG Display Co. Ltd., LG Display America, Inc.,  
3 Samsung Electronics Co., Ltd., Samsung Semiconductor, Inc., Samsung Electronics America, Inc.,  
4 Sharp Corporation, Sharp Electronics Corporation, Toshiba Corporation, Toshiba America Electronic  
5 Components, Inc., Toshiba Mobile Display Co., Ltd., and Toshiba America Information Systems  
6 (“Stipulating Defendants”) whereby Plaintiffs agreed that Stipulating Defendants’ deadline to move  
7 to dismiss, answer, or otherwise respond to the Complaint would be 90 days from the execution of  
8 the stipulation; and

9 WHEREAS, on January 28, 2011, this Court previously approved the stipulation between  
10 Plaintiffs and the Stipulating Defendants;

11 WHEREAS, on February 16, 2011, Plaintiffs entered into a stipulation with defendant  
12 HannStar Display Corporation (“HannStar”) whereby Plaintiffs agreed that HannStar’s deadline to  
13 move to dismiss, answer, or otherwise respond to the Complaint would be April 27, 2011, which is  
14 the same response date for the Stipulating Defendants as established by the Stipulation and Order  
15 Regarding Service and Scheduling entered by the Court on January 28, 2011;

16 WHEREAS, on February 18, 2011, this Court previously approved the stipulation between  
17 Plaintiffs and HannStar;

18 WHEREAS Tatung acknowledges that Plaintiffs served the Complaint on Tatung on  
19 February 17, 2011 and Plaintiffs acknowledge that this stipulation does not constitute a waiver by  
20 Tatung of any other substantive or procedural defense, including but not limited to the defenses of  
21 lack of personal or subject matter jurisdiction and improper venue;

22 WHEREAS, Plaintiffs and Tatung have reached an agreement to extend the time within  
23 which Tatung must move against, answer or otherwise respond to Plaintiffs’ Complaint such that  
24 Tatung’s response will be due at the same time as the responses of the Stipulating Defendants and  
25 HannStar;

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