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 15 *Mobile Display Co., Ltd., and Toshiba*  
 16 *America Electronic Components, Inc.*

17 **UNITED STATES DISTRICT COURT**  
 18 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

19 IN RE: TFT-LCD (FLAT PANEL)  
 20 ANTITRUST LITIGATION

21 Lead Case No. 3:07-md-01827-SI  
 22 Case No. 3:10-cv-05452-SI

23 This Document Relates to:

24 Case No.: 10-cv-5452-SI

25 EASTMAN KODAK COMPANY,

26 Plaintiff,

27 v.

28 EPSON IMAGING DEVICES  
 CORPORATION; EPSON ELECTRONICS  
 AMERICA, INC.; TOSHIBA  
 CORPORATION; TOSHIBA AMERICA  
 ELECTRONIC COMPONENTS, INC.;  
 TOSHIBA MOBILE DISPLAY CO., LTD.; AU  
 OPTRONICS CORPORATION; AU  
 OPTRONICS CORPORATION AMERICA,  
 INC.,

Defendants.

**TOSHIBA AMERICA ELECTRONIC  
 COMPONENTS, INC.'S ANSWER TO  
 EASTMAN KODAK COMPANY'S  
 FIRST AMENDED COMPLAINT**

1 Defendant Toshiba America Electronic Components, Inc. (“TAEC”), by its undersigned  
2 attorneys, for its Answer to Eastman Kodak Company’s First Amended Complaint (the  
3 “Complaint”), dated December 1, 2010 as follows:

4 **I. INTRODUCTION**

5 1. TAEC lacks knowledge or information sufficient to form a belief as to the truth of the  
6 allegations contained in Paragraph 1 and, therefore, denies these allegations.

7 2. Paragraph 2 consists of Plaintiff’s characterization of its claims and legal conclusions,  
8 to which no response is required. To the extent that the allegations contained in Paragraph 2  
9 relate to other Defendants and/or third parties, TAEC lacks knowledge or information sufficient  
10 to form a belief as to the truth of these allegations and, therefore, denies these allegations. To  
11 the extent that the allegations contained in Paragraph 2 are directed to TAEC, TAEC denies  
12 these allegations.

13 3. Paragraph 3 consists of purported statements by government authorities and/or  
14 statements in public documents, which speak for themselves and to which no response is  
15 required. To the extent that the allegations contained in Paragraph 3 may be deemed to require a  
16 response from TAEC, TAEC denies these allegations, except TAEC admits that: Sharp  
17 Corporation, LG Display Co. Ltd. (and its U.S. subsidiary, LG Display America Inc.),  
18 Chunghwa Picture Tubes, Ltd., Epson Imaging Devices Corporation, Chi Mei Optoelectronics  
19 Corporation, and HannStar Display Corporation agreed to plead guilty and pay criminal fines for  
20 their roles in several separate and distinct conspiracies to fix the prices of TFT-LCD panels; and  
21 AU Optronics and AU Optronics America have been indicted.

22 4. Paragraph 4 consists of Plaintiff’s characterization of its claims and legal conclusions,  
23 to which no response is required. To the extent that the allegations contained in Paragraph 4  
24 relate to other Defendants and/or third parties, TAEC lacks knowledge or information sufficient  
25 to form a belief as to the truth of these allegations and, therefore, denies these allegations. To  
26 the extent that the allegations contained in Paragraph 4 are directed to TAEC, TAEC denies  
27 these allegations.

1     **II.     JURISDICTION AND VENUE**

2             5. Paragraph 5 consists of legal conclusions, to which no response is required. To the  
3 extent that the allegations contained in Paragraph 5 may be deemed to require a response from  
4 TAEC, TAEC denies these allegations, except admits that Plaintiff has filed an action to obtain  
5 certain relief and damages.

6             6. Paragraph 6 consists of legal conclusions, to which no response is required. To the  
7 extent that the allegations contained in Paragraph 6 may be deemed to require a response from  
8 TAEC, TAEC denies these allegations.

9             7. Paragraph 7 consists of Plaintiff's characterization of its claims and legal conclusions,  
10 to which no response is required. To the extent that the allegations contained in Paragraph 7  
11 relate to other Defendants and/or third parties, TAEC lacks knowledge or information sufficient  
12 to form a belief as to the truth of these allegations and, therefore, denies these allegations. To  
13 the extent that the allegations contained in Paragraph 7 are directed to TAEC, TAEC denies  
14 these allegations.

15            8. Paragraph 8 consists of legal conclusions, to which no response is required. To the  
16 extent that the allegations contained in Paragraph 8 may be deemed to require a response from  
17 TAEC, TAEC denies these allegations.

18            9. Paragraph 9 consists of legal conclusions, to which no response is required. To the  
19 extent that the allegations contained in Paragraph 9 may be deemed to require a response from  
20 TAEC, TAEC denies these allegations, except admits that Plaintiff's action was consolidated  
21 and assigned to the San Francisco Division of the United States District Court for the Northern  
22 District of California, Judge Susan Illston presiding.

23     **III.     DEFINITIONS**

24            10. Paragraph 10 consists of Plaintiff's explanation of a defined term used in its  
25 Complaint, to which no response is required. To the extent that the allegations contained in  
26 Paragraph 10 may be deemed to require a response from TAEC, TAEC denies these allegations.

1 11. Paragraph 11 consists of Plaintiff's explanation of a defined term used in its  
2 Complaint, to which no response is required. To the extent that the allegations contained in  
3 Paragraph 11 may be deemed to require a response from TAEC, TAEC denies these allegations.

4 12. Paragraph 12 consists of Plaintiff's explanation of a defined term used in its  
5 Complaint, to which no response is required. To the extent that the allegations contained in  
6 Paragraph 12 may be deemed to require a response from TAEC, TAEC denies these allegations.

7 13. Paragraph 13 consists of Plaintiff's explanation of a defined term used in its  
8 Complaint, to which no response is required. To the extent that the allegations contained in  
9 Paragraph 13 may be deemed to require a response from TAEC, TAEC denies these allegations.

10 14. Paragraph 14 consists of Plaintiff's explanation of a defined term used in its  
11 Complaint, to which no response is required. To the extent that the allegations contained in  
12 Paragraph 14 may be deemed to require a response from TAEC, TAEC denies these allegations.

13 **IV. THE PARTIES**

14 15. TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
15 the allegations contained in Paragraph 15 and, therefore, denies these allegations.

16 **AU Optronics**

17 16. Paragraph 16 relates to another Defendant. Accordingly, TAEC lacks knowledge or  
18 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16  
19 and, therefore, denies these allegations.

20 17. Paragraph 17 relates to another Defendant. Accordingly, TAEC lacks knowledge or  
21 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17  
22 and, therefore, denies these allegations.

23 18. Paragraph 18 consists of Plaintiff's characterization of its claim and Plaintiff's  
24 explanation of a defined term used in its Complaint, to which no response is required. To the  
25 extent that the allegations contained in Paragraph 18 relate to other Defendants and/or third  
26 parties, TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
27 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
28

1 in Paragraph 18 may be deemed to require a response from TAEC, TAEC denies these  
2 allegations.

3 **Epson**

4 19. Paragraph 19 relates to another Defendant. Accordingly, TAEC lacks knowledge or  
5 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19  
6 and, therefore, denies these allegations.

7 20. Paragraph 20 relates to another Defendant. Accordingly, TAEC lacks knowledge or  
8 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20  
9 and, therefore, denies these allegations.

10 21. Paragraph 21 consists of Plaintiff's characterization of its claim and Plaintiff's  
11 explanation of a defined term used in its Complaint, to which no response is required. To the  
12 extent that the allegations contained in Paragraph 21 relate to other Defendants and/or third  
13 parties, TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
14 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
15 in Paragraph 21 may be deemed to require a response from TAEC, TAEC denies these  
16 allegations.

17 **Toshiba**

18 22. Paragraph 22 relates to another Defendant. Accordingly, TAEC lacks knowledge or  
19 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22  
20 and, therefore, denies the allegations contained in Paragraph 22, except TAEC admits that  
21 Toshiba Corporation is a Japanese Company with its principal place of business at 1-1, Shibaura  
22 1-chome, Minato-ku, Tokyo 105-8001, Japan.

23 23. Paragraph 23 relates to another Defendant. Accordingly, TAEC lacks knowledge or  
24 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23  
25 and, therefore, denies the allegations contained in Paragraph 23, except TAEC is generally  
26 aware that Toshiba Mobile Display Co., Ltd., f/k/a Toshiba Matsushita Display Technology Co.,  
27 Ltd., is a Japanese company located at 1-9-2, Hatara-cho, Fukaya-shi, Saitama, 366-0032, Japan.  
28

1           24. TAEC denies each and every allegation contained in Paragraph 24, except admits that  
2 TAEC is located at 19900 MacArthur Boulevard, Suite 400, Irvine, California; that TAEC is a  
3 wholly-owned subsidiary of Toshiba America, Inc; and that during at least a portion of the time  
4 period between January 1, 1996 and December 11, 2006, TAEC marketed, sold and/or  
5 distributed certain types of LCD panels to customers in the United States. TAEC specifically  
6 denies having manufactured LCD panels.

7           25. Paragraph 25 consists of Plaintiff's characterization of its claims and Plaintiff's  
8 explanation of a defined term used in its Complaint, to which no response is required. To the  
9 extent that the allegations contained in Paragraph 25 may be deemed to require a response from  
10 TAEC, TAEC denies these allegations.

11           26. Paragraph 26 consists of Plaintiff's explanation of defined terms used in its  
12 Complaint, to which no response is required. To the extent that the allegations contained in  
13 Paragraph 26 may be deemed to require a response from TAEC, TAEC denies these allegations.

14           **Co-Conspirators**

15           27. Paragraph 27 relates to third parties to this action. Accordingly, TAEC lacks  
16 knowledge or information sufficient to form a belief as to the truth of the allegations contained  
17 in Paragraph 27 and, therefore, denies these allegations.

18           28. To the extent that the allegations contained in Paragraph 28 relate to other  
19 Defendants and/or third parties, TAEC lacks knowledge or information sufficient to form a  
20 belief as to the truth of these allegations and, therefore, denies these allegations. To the extent  
21 that the allegations contained in Paragraph 28 are directed to TAEC, TAEC denies these  
22 allegations.

23           **V. KODAK'S PURCHASES OF LCD PANELS AND LCD PRODUCTS**

24           29. TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations contained in Paragraph 29 and, therefore, denies these allegations.

26           **VI. THE MARKET FOR LCD PANELS AND LCD PRODUCTS**

27           30. Paragraph 30 consists of legal conclusions, to which no response is required. To the  
28 extent that the allegations contained in Paragraph 30 relate to other Defendants, TAEC lacks

1 knowledge or information sufficient to form a belief as to the truth of these allegations and,  
2 therefore, denies the allegations. To the extent that the allegations contained in Paragraph 30 are  
3 directed to TAEC, TAEC denies these allegations.

4 31. Paragraph 31 consists of legal conclusions, to which no response is required. To the  
5 extent that the allegations contained in Paragraph 31 relate to other Defendants, TAEC lacks  
6 knowledge or information sufficient to form a belief as to the truth of these allegations and,  
7 therefore, denies the allegations. To the extent that the allegations contained in Paragraph 31 are  
8 directed to TAEC, TAEC denies these allegations.

9 32. Paragraph 32 consists of legal conclusions, to which no response is required. To the  
10 extent that the allegations contained in Paragraph 32 relate to other Defendants, TAEC lacks  
11 knowledge or information sufficient to form a belief as to the truth of these allegations and,  
12 therefore, denies the allegations. To the extent that the allegations contained in Paragraph 32 are  
13 directed to TAEC, TAEC denies these allegations.

14 33. Paragraph 33 consists of legal conclusions, to which no response is required. To the  
15 extent that the allegations contained in Paragraph 33 relate to other Defendants, TAEC lacks  
16 knowledge or information sufficient to form a belief as to the truth of these allegations and,  
17 therefore, denies these allegations. To the extent that the allegations contained in Paragraph 33  
18 are directed to TAEC, TAEC denies these allegations, except admits that certain types of LCD  
19 panels are used in notebook computers, monitors, and DSC finished products.

20 34. TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
21 the allegations contained in Paragraph 34 and, therefore, denies these allegations.

22 35. Paragraph 35 contains argument, Plaintiff's characterization of their claims and/or  
23 legal conclusions, to which no response is required. TAEC lacks knowledge or information  
24 sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 and,  
25 therefore, denies these allegations.

1 **VII. DEFENDANTS AND THEIR CO-CONSPIRATORS ENGAGED IN A**  
2 **CONSPIRACY TO FIX THE PRICE OF LCD PANELS**

3 **A. Defendants and Their Co-Conspirators Engaged in Bilateral and Multi-**  
4 **lateral Meetings and Communications With Competitors To Inflate Prices of**  
5 **LCD Panels and LCD Products**

6 36. Paragraph 36 contains argument, Plaintiff's characterization of its claims and/or  
7 legal conclusions, to which no response is required. To the extent that the allegations contained  
8 in Paragraph 36 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
9 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
10 these allegations. To the extent that the allegations contained in Paragraph 36 are directed to  
11 TAEC, TAEC denies these allegations.

12 37. To the extent that the allegations contained in Paragraph 37 relate to other  
13 Defendants and/or third parties to this action, TAEC lacks knowledge or information sufficient  
14 to form a belief as to the truth of these allegations and, therefore, denies these allegations. To  
15 the extent that the allegations contained in Paragraph 37 are directed to TAEC, TAEC denies  
16 these allegations.

17 38. To the extent that the allegations contained in Paragraph 38 relate to other  
18 Defendants and/or third parties, TAEC lacks knowledge or information sufficient to form a  
19 belief as to the truth of these allegations and, therefore, denies these allegations. To the extent  
20 that the allegations contained in Paragraph 38 are directed to TAEC, TAEC denies these  
21 allegations.

22 39. To the extent that the allegations contained in Paragraph 39 relate to other  
23 Defendants and/or third parties, TAEC lacks knowledge or information sufficient to form a  
24 belief as to the truth of these allegations and, therefore, denies these allegations. To the extent  
25 that the allegations contained in Paragraph 39 are directed to TAEC, TAEC denies these  
26 allegations.

27 40. To the extent that the allegations contained in Paragraph 40 relate to other  
28 Defendants and/or third parties, TAEC lacks knowledge or information sufficient to form a  
belief as to the truth of these allegations and, therefore, denies these allegations. To the extent



1 that the allegations contained in Paragraph 40 are directed to TAEC, TAEC denies these  
2 allegations.

3 41. Paragraph 41 relates to other Defendants and/or third parties to this action.

4 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
5 the allegations contained in Paragraph 41 and, therefore, denies these allegations. To the extent  
6 that the allegations contained in Paragraph 41 are directed to TAEC, TAEC denies these  
7 allegations.

8 42. Paragraph 42 relates to other Defendants and/or third parties to this action.

9 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
10 the allegations contained in Paragraph 42 and, therefore, denies these allegations. To the extent  
11 that the allegations contained in Paragraph 42 are directed to TAEC, TAEC denies these  
12 allegations.

13 43. Paragraph 43 relates to other Defendants and/or third parties to this action.

14 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
15 the allegations contained in Paragraph 43 and, therefore, denies these allegations. To the extent  
16 that the allegations contained in Paragraph 43 are directed to TAEC, TAEC denies these  
17 allegations.

18 44. Paragraph 44 relates to other Defendants and/or third parties to this action.

19 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
20 the allegations contained in Paragraph 44 and, therefore, denies these allegations. To the extent  
21 that the allegations contained in Paragraph 44 are directed to TAEC, TAEC denies these  
22 allegations.

23 45. To the extent that the allegations contained in Paragraph 45 relate to other  
24 Defendants and/or third parties, TAEC lacks knowledge or information sufficient to form a  
25 belief as to the truth of these allegations and, therefore, denies these allegations. To the extent  
26 that the allegations contained in Paragraph 45 are directed to TAEC, TAEC denies these  
27 allegations.

1           46. To the extent that the allegations contained in Paragraph 46 relate to other  
2 Defendants and/or third parties, TAEC lacks knowledge or information sufficient to form a  
3 belief as to the truth of these allegations and, therefore, denies these allegations. To the extent  
4 that the allegations contained in Paragraph 46 are directed to TAEC, TAEC denies these  
5 allegations.

6           47. To the extent that the allegations contained in Paragraph 47 relate to other  
7 Defendants and/or third parties, TAEC lacks knowledge or information sufficient to form a  
8 belief as to the truth of these allegations and, therefore, denies these allegations. To the extent  
9 that the allegations contained in Paragraph 47 are directed to TAEC, TAEC denies these  
10 allegations.

11           48. Paragraph 48 contains argument, Plaintiff's characterization of its claims and/or  
12 legal conclusions, to which no response is required. To the extent that the allegations contained  
13 in Paragraph 48 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
14 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
15 these allegations. To the extent that the allegations contained in Paragraph 48 may be deemed to  
16 require a response from TAEC, TAEC denies these allegations.

17           49. Paragraph 49 contains argument, Plaintiff's characterization of its claims and/or  
18 legal conclusions, to which no response is required. To the extent that the allegations contained  
19 in Paragraph 49 may be deemed to require a response from TAEC, TAEC denies these  
20 allegations. To the extent Paragraph 49 relates to other Defendants and/or third parties to this  
21 action, TAEC lacks knowledge or information sufficient to form a belief as to the truth of the  
22 allegations contained in Paragraph 49 and, therefore, denies these allegations.

23           50. Paragraph 50 contains argument, Plaintiff's characterization of its claims and/or  
24 legal conclusions, to which no response is required. To the extent that the allegations contained  
25 in Paragraph 50 may be deemed to require a response from TAEC, TAEC denies these  
26 allegations. To the extent Paragraph 50 relates to other Defendants and/or third parties to this  
27 action, TAEC lacks knowledge or information sufficient to form a belief as to the truth of the  
28 allegations contained in Paragraph 50 and, therefore, denies these allegations.

1           51. Paragraph 51 contains argument, Plaintiff's characterization of its claims and/or  
2 legal conclusions, to which no response is required. To the extent that the allegations contained  
3 in Paragraph 51 may be deemed to require a response from TAEC, TAEC denies these  
4 allegations. Paragraph 51 relates to other Defendants and/or third parties to this action.  
5 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
6 the allegations contained in Paragraph 51 and, therefore, denies these allegations.

7           52. Paragraph 52 contains argument, Plaintiff's characterization of its claims and/or  
8 legal conclusions, to which no response is required. To the extent that the allegations contained  
9 in Paragraph 52 may be deemed to require a response from TAEC, TAEC denies these  
10 allegations. To the extent Paragraph 52 relates to other Defendants and/or third parties to this  
11 action, TAEC lacks knowledge or information sufficient to form a belief as to the truth of the  
12 allegations contained in Paragraph 52 and, therefore, denies these allegations.

13           53. Paragraph 53 contains argument, Plaintiff's characterization of its claims and/or  
14 legal conclusions, to which no response is required. To the extent that the allegations contained  
15 in Paragraph 53 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
16 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
17 these allegations. To the extent that the allegations contained in Paragraph 53 may be deemed to  
18 require a response from TAEC, TAEC denies these allegations.

19           54. Paragraph 54 relates to other Defendants and/or third parties to this action.  
20 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
21 the allegations contained in Paragraph 54 and, therefore, denies these allegations. To the extent  
22 that the allegations contained in Paragraph 54 are directed to TAEC, TAEC denies these  
23 allegations.

24           55. Paragraph 55 relates to other Defendants and/or third parties to this action.  
25 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
26 the allegations contained in Paragraph 55 and, therefore, denies these allegations. To the extent  
27 that the allegations contained in Paragraph 55 are directed to TAEC, TAEC denies these  
28 allegations.

1           **B. The Conspiracy Extended to the United States**  
2           **and In Particular to California**

3           56. Paragraph 56 consists of argument, Plaintiff's characterization of its claims and/or  
4 legal conclusions, to which no response is required. To the extent that the allegations contained  
5 in Paragraph 56 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
6 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
7 these allegations except admits that Toshiba America Electronic Components, Inc. maintained  
8 an office in California between January 1, 1996–December 11, 2006. To the extent that the  
9 allegations contained in Paragraph 56 are directed to TAEC, TAEC denies these allegations.

10           57. Paragraph 57 consists of argument, Plaintiff's characterization of its claims and/or  
11 legal conclusions, to which no response is required. To the extent that the allegations contained  
12 in Paragraph 57 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
13 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
14 these allegations. To the extent that the allegations contained in Paragraph 57 are directed to  
15 TAEC, TAEC denies these allegations.

16           58. Paragraph 58 contains purported statements made by other Defendants and  
17 statements in public documents, which speak for themselves and to which no response is  
18 required. Paragraph 58 also contains legal conclusions, to which no response is required. To the  
19 extent that the allegations contained in Paragraph 58 relate to other Defendants and/or third  
20 parties, TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
21 allegations and, therefore, denies these allegations except admits that Toshiba America  
22 Electronic Components, Inc. maintained offices in California between January 1, 1996-  
23 December 11, 2006. To the extent that the allegations contained in Paragraph 58 are directed to  
24 TAEC, TAEC denies these allegations.

25           **C. Defendants' Participation in the Conspiracy**

26           59. Paragraph 59 consists of purported statements by government authorities, new  
27 reports and/or statements in public documents, which speak for themselves and to which no  
28

1 response is required. To the extent that the allegations contained in Paragraph 59 may be  
2 deemed to require a response from TAEC, TAEC denies these allegations.

3 60. Paragraph 60 consists of purported statements by government authorities, new  
4 reports and/or statements in public documents, which speak for themselves and to which no  
5 response is required. To the extent that the allegations contained in Paragraph 60 may be  
6 deemed to require a response from TAEC, TAEC denies these allegations.

7 **Epson**

8 61. Paragraph 61 consists of argument, Plaintiff's characterization of its claims and/or  
9 legal conclusions, to which no response is required. To the extent that the allegations contained  
10 in Paragraph 61 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
11 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
12 these allegations. To the extent that the allegations contained in Paragraph 61 are directed to  
13 TAEC, TAEC denies these allegations.

14 62. Paragraph 62 contains purported statements by government authorities and/or  
15 statements in public documents, which speak for themselves and to which no response is  
16 required. To the extent that the allegations contained in Paragraph 62 may be deemed to require  
17 a response from TAEC, TAEC denies these allegations, except admits that Epson Imaging  
18 Devices Corporation agreed to plead guilty and pay a criminal fine for its participation in a  
19 conspiracy to fix prices of TFT-LCD panels.

20 63. Paragraph 63 contains argument, Plaintiff's characterization of its claims and/or  
21 legal conclusions, to which no response is required. Also, Paragraph 63 relates to other  
22 Defendants and/or third parties to this action. Accordingly, TAEC lacks knowledge or  
23 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63  
24 and, therefore, denies these allegations. To the extent that the allegations contained in Paragraph  
25 63 may be deemed to require a response from TAEC, TAEC denies these allegations.

26 **AU Optronics**

27 64. Paragraph 64 contains argument, Plaintiff's characterization of its claims and/or  
28 legal conclusions, to which no response is required. Also, Paragraph 64 relates to other

1 Defendants and/or third parties to this action. Accordingly, TAEC lacks knowledge or  
2 information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64  
3 and, therefore, denies these allegations. To the extent that the allegations contained in Paragraph  
4 64 may be deemed to require a response from TAEC, TAEC denies these allegations.

5 65. Paragraph 65 relates to other Defendants and/or third parties to this action.

6 65. Paragraph 65 relates to other Defendants and/or third parties to this action.

7 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
8 the allegations contained in Paragraph 65 and, therefore, denies these allegations. To the extent  
9 that the allegations contained in Paragraph 65 are directed to TAEC, TAEC denies these  
10 allegations.

11 66. Paragraph 66 relates to other Defendants and/or third parties to this action.

12 Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to the truth of  
13 the allegations contained in Paragraph 66 and, therefore, denies these allegations. To the extent  
14 that the allegations contained in Paragraph 66 are directed to TAEC, TAEC denies these  
15 allegations.

16 67. Paragraph 67 consists of purported statements by government authorities and/or  
17 statements in public documents, which speak for themselves and to which no response is  
18 required. To the extent that the allegations contained in Paragraph 67 may be deemed to require  
19 a response from TAEC, TAEC denies these allegations.

20 **Toshiba**

21 68. Paragraph 68 contains legal conclusions, to which no response is required. To the  
22 extent that the allegations contained in Paragraph 68 may be deemed to require a response from  
23 TAEC, TAEC denies these allegations.

24 69. Paragraph 69 contains legal conclusions, to which no response is required. To the  
25 extent that the allegations contained in Paragraph 69 may be deemed to require a response from  
26 TAEC, TAEC denies these allegations. Also, Paragraph 69 relates to other Defendants and/or  
27 third parties to this action. Accordingly, TAEC lacks knowledge or information sufficient to  
28

1 form a belief as to the truth of the allegations contained in Paragraph 69 and, therefore, denies  
2 these allegations.

3 70. Paragraph 70 contains legal conclusions, to which no response is required. To the  
4 extent that the allegations contained in Paragraph 70 may be deemed to require a response from  
5 TAEC, TAEC denies these allegations. Also, Paragraph 70 relates to other Defendants and/or  
6 third parties to this action. Accordingly, TAEC lacks knowledge or information sufficient to  
7 form a belief as to the truth of the allegations contained in Paragraph 70 and, therefore, denies  
8 these allegations, except admits that (i) TAEC entered into a TFT-LCD Technology Transfer  
9 and License Agreement with a predecessor of HannStar in March 1998; (ii) TAEC and  
10 Matsushita formed a joint venture, AFPD PFE., Ltd., to manufacture TFT-LCDs in March 2001;  
11 (iii) in April 2002, TAEC and Matsushita formed Toshiba Mobile Display Co., Ltd., f/k/a  
12 Toshiba Matsushita Display Technology Co., Ltd.; and (iv) in 2006, TAEC purchased an  
13 approximate 20% stake in LGD's TFT-LCD manufacturing facility in Poland.

14 71. Paragraph 71 consists of argument, Plaintiff's characterization of its claims and/or  
15 legal conclusions, to which no response is required. To the extent that the allegations contained  
16 in Paragraph 71 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
17 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
18 these allegations except admits that Toshiba America Electronic Components, Inc. maintained  
19 an office in California between January 1, 1996–December 11, 2006. To the extent that the  
20 allegations contained in Paragraph 71 are directed to TAEC, TAEC denies these allegations.

21 72. Paragraph 72 consists of purported statements by government authorities, which  
22 speak for themselves and to which no response is required. Paragraph 72 also relates to another  
23 Defendant. Accordingly, TAEC lacks knowledge or information sufficient to form a belief as to  
24 the truth of the allegations contained in Paragraph 72 and, therefore, denies these allegations. To  
25 the extent that the allegations contained in Paragraph 72 are directed to TAEC, TAEC denies  
26 these allegations, except admits that Sharp Corporation agreed to plead guilty for its  
27 participation in a conspiracy to fix prices of TFT-LCD panels.

1           73. Paragraph 73 contains purported statements by government authorities and/or  
2 statements in public documents, which speak for themselves and to which no response is  
3 required. To the extent that the allegations contained in Paragraph 73 may be deemed to require  
4 a response from TAEC, TAEC denies these allegations, except admits that LG Display Co. Ltd.  
5 and LG Display America, Inc. agreed to plead guilty and pay criminal fines for their  
6 participation in a conspiracy to fix prices of TFT-LCD panels.

7           74. Paragraph 74 contains purported statements by government authorities and/or  
8 statements in public documents, which speak for themselves and to which no response is  
9 required. To the extent that the allegations contained in Paragraph 74 may be deemed to require  
10 a response from TAEC, TAEC denies these allegations, except admits that certain current and  
11 former executives of LG Display Co. Ltd. agreed to plead guilty and pay criminal fines for their  
12 participation in a conspiracy to fix prices of TFT-LCD panels.

13           75. Paragraph 75 contains purported statements by government authorities and/or  
14 statements in public documents, which speak for themselves and to which no response is  
15 required. To the extent that the allegations contained in Paragraph 75 may be deemed to require  
16 a response from TAEC, TAEC denies these allegations, except admits that certain current and  
17 former executives of LG Display Co. Ltd. agreed to plead guilty and pay criminal fines for their  
18 participation in a conspiracy to fix prices of TFT-LCD panels.

19           76. Paragraph 76 contains purported statements by government authorities and/or  
20 statements in public documents, which speak for themselves and to which no response is  
21 required. To the extent that the allegations contained in Paragraph 76 may be deemed to require  
22 a response from TAEC, TAEC denies these allegations, except admits that certain current and  
23 former executives of LG Display Co. Ltd. agreed to plead guilty and pay criminal fines for their  
24 participation in a conspiracy to fix prices of TFT-LCD panels.

25           **Chunghwa**

26           77. Paragraph 77 contains purported statements by government authorities and/or  
27 statements in public documents, which speak for themselves and to which no response is  
28 required. To the extent that the allegations contained in Paragraph 77 may be deemed to require



1 a response from TAEC, TAEC denies these allegations, except admits that Chunghwa Picture  
2 Tubes, Ltd. agreed to plead guilty and pay criminal fines for its participation in a conspiracy to  
3 fix prices of TFT-LCD panels.

4 78. Paragraph 78 contains purported statements by government authorities and/or  
5 statements in public documents, which speak for themselves and to which no response is  
6 required. To the extent that the allegations contained in Paragraph 78 may be deemed to require  
7 a response from TAEC, TAEC denies these allegations, except admits that certain current and  
8 former executives of Chunghwa Picture Tubes, Ltd. agreed to plead guilty and pay criminal  
9 fines for their participation in a conspiracy to fix prices of TFT-LCD panels.

10 79. Paragraph 79 contains purported statements by government authorities and/or  
11 statements in public documents, which speak for themselves and to which no response is  
12 required. To the extent that the allegations contained in Paragraph 79 may be deemed to require  
13 a response from TAEC, TAEC denies these allegations, except admits that certain former  
14 executives of Chunghwa Picture Tubes, Ltd. have been indicted for alleged violations of the  
15 Sherman Act.

16 **HannStar**

17 80. Paragraph 80 contains purported statements by government authorities and/or  
18 statements in public documents, which speak for themselves and to which no response is  
19 required. To the extent that the allegations contained in Paragraph 80 may be deemed to require  
20 a response from TAEC, TAEC denies these allegations, except admits that HannStar Display  
21 Corporation agreed to plead guilty and pay a criminal fine for its participation in several separate  
22 and distinct conspiracies to fix prices of TFT-LCD panels.

23 **Chi Mei**

24 81. Paragraph 81 contains purported statements by government authorities and/or  
25 statements in public documents, which speak for themselves and to which no response is  
26 required. To the extent that the allegations contained in Paragraph 81 may be deemed to require  
27 a response from TAEC, TAEC denies these allegations, except admits that Chi Mei  
28

1 Optoelectronics agreed to plead guilty and pay criminal fines for its participation in a conspiracy  
2 to fix prices of TFT-LCD panels.

3 **Hitachi**

4 82. Paragraph 82 contains purported statements by government authorities and/or  
5 statements in public documents, which speak for themselves and to which no response is  
6 required. To the extent that the allegations contained in Paragraph 82 may be deemed to require  
7 a response from TAEC, TAEC denies these allegations, except admits that Hitachi Displays,  
8 Ltd. agreed to plead guilty and pay criminal fines for its participation in several separate and  
9 distinct conspiracies to fix prices of TFT-LCD panels.

10 **VIII. DEFENDANTS AND THEIR CO-CONSPIRATORS CONCEALED THEIR**  
11 **CONSPIRACY TO FIX THE PRICE OF LCD PANELS**

12 83. Paragraph 83 contains argument, Plaintiff's characterization of its claims and/or  
13 legal conclusions, to which no response is required. To the extent that the allegations contained  
14 in Paragraph 83 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
15 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
16 these allegations. To the extent that the allegations contained in Paragraph 83 are directed to  
17 TAEC, TAEC denies these allegations.

18 84. Paragraph 84 contains argument, Plaintiff's characterization of its claims and/or  
19 legal conclusions, to which no response is required. To the extent that the allegations contained  
20 in Paragraph 84 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
21 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
22 these allegations. To the extent that the allegations contained in Paragraph 84 are directed to  
23 TAEC, TAEC denies these allegations.

24 85. Paragraph 85 contains argument, Plaintiff's characterization of its claims and/or  
25 legal conclusions, to which no response is required. To the extent that the allegations contained  
26 in Paragraph 85 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
27 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
28

1 these allegations. To the extent that the allegations contained in Paragraph 85 are directed to  
2 TAEC, TAEC denies these allegations.

3 86. Paragraph 86 contains argument, Plaintiff's characterization of its claims and/or  
4 legal conclusions, to which no response is required. To the extent that the allegations contained  
5 in Paragraph 86 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
6 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
7 these allegations. To the extent that the allegations contained in Paragraph 86 are directed to  
8 TAEC, TAEC denies these allegations.

9 **IX. CONSPIRACY'S EFFECT ON U.S. COMMERCE**

10 87. Paragraph 87 contains purported statements made by other Defendants and  
11 statements in public documents, which speak for themselves and to which no response is  
12 required. To the extent that the allegations contained in Paragraph 87 relate to other Defendants  
13 and/or third parties, TAEC lacks knowledge or information sufficient to form a belief as to the  
14 truth of these allegations and, therefore, denies these allegations. To the extent that the  
15 allegations contained in Paragraph 87 may be deemed to require a response from TAEC, TAEC  
16 denies these allegations.

17 88. Paragraph 88 contains argument and legal conclusions, to which no response is  
18 required. To the extent that the allegations contained in Paragraph 88 relate to other Defendants,  
19 TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
20 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
21 in Paragraph 88 are directed to TAEC, TAEC denies these allegations.

22 89. Paragraph 89 contains argument and legal conclusions, to which no response is  
23 required. To the extent that the allegations contained in Paragraph 89 relate to other Defendants,  
24 TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
25 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
26 in Paragraph 89 are directed to TAEC, TAEC denies these allegations.

27 90. Paragraph 90 contains argument and legal conclusions, to which no response is  
28 required. To the extent that the allegations contained in Paragraph 90 relate to other Defendants,

1 TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
2 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
3 in Paragraph 90 are directed to TAEC, TAEC denies these allegations.

4 91. Paragraph 91 contains argument and legal conclusions, to which no response is  
5 required. To the extent that the allegations contained in Paragraph 91 relate to other Defendants,  
6 TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
7 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
8 in Paragraph 91 are directed to TAEC, TAEC denies these allegations.

9 92. Paragraph 92 contains argument and legal conclusions, to which no response is  
10 required. To the extent that the allegations contained in Paragraph 92 relate to other Defendants,  
11 TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
12 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
13 in Paragraph 92 are directed to TAEC, TAEC denies these allegations.

14 93. Paragraph 93 contains argument and legal conclusions, to which no response is  
15 required. To the extent that the allegations contained in Paragraph 93 relate to other Defendants,  
16 TAEC lacks knowledge or information sufficient to form a belief as to the truth of these  
17 allegations and, therefore, denies these allegations. To the extent that the allegations contained  
18 in Paragraph 93 are directed to TAEC, TAEC denies these allegations.

19 94. Paragraph 94 consists of legal conclusions, to which no response is required. To the  
20 extent that the allegations contained in Paragraph 94 relate to other Defendants, TAEC lacks  
21 knowledge or information sufficient to form a belief as to the truth of these allegations and,  
22 therefore, denies these allegations. To the extent that the allegations contained in Paragraph 94  
23 are directed to TAEC, TAEC denies these allegations.

24 **X. VIOLATIONS ALLEGED**

25 95. Paragraph 95 contains argument and legal conclusions, to which no response is  
26 required. To the extent that the allegations contained in Paragraph 95 relate to other Defendants  
27 and/or third parties, TAEC lacks knowledge or information sufficient to form a belief as to the  
28

1 truth of these allegations and, therefore, denies these allegations. To the extent that the  
2 allegations contained in Paragraph 95 are directed to TAEC, TAEC denies these allegations.

3 **First Claim For Relief**  
4 **(Violation Of Sherman Act Against All Defendants)**

5 96. TAEC hereby incorporates by reference its responses to Paragraphs 1-95 of the  
6 Complaint as set forth above.

7 97. Paragraph 97 consists of argument, Plaintiff's characterization of its claims and/or  
8 legal conclusions, to which no response is required. To the extent that the allegations contained  
9 in Paragraph 97 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
10 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
11 these allegations. To the extent that the allegations contained in Paragraph 97 are directed to  
12 TAEC, TAEC denies these allegations.

13 98. Paragraph 98 consists of argument, Plaintiff's characterization of its claims and/or  
14 legal conclusions, to which no response is required. To the extent that the allegations contained  
15 in Paragraph 98 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
16 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
17 these allegations. To the extent that the allegations contained in Paragraph 98 are directed to  
18 TAEC, TAEC denies these allegations.

19 99. Paragraph 99 consists of argument, Plaintiff's characterization of its claims and/or  
20 legal conclusions, to which no response is required. To the extent that the allegations contained  
21 in Paragraph 99 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
22 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
23 these allegations. To the extent that the allegations contained in Paragraph 99 are directed to  
24 TAEC, TAEC denies these allegations.

25 100. Paragraph 100 consists of argument, Plaintiff's characterization of its claims and/or  
26 legal conclusions, to which no response is required. To the extent that the allegations contained  
27 in Paragraph 100 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
28 information sufficient to form a belief as to the truth of these allegations and, therefore, denies

1 these allegations. To the extent that the allegations contained in Paragraph 100 are directed to  
2 TAEC, TAEC denies these allegations.

3 101. Paragraph 101 consists of argument, Plaintiff's characterization of its claims and/or  
4 legal conclusions, to which no response is required. To the extent that the allegations contained  
5 in Paragraph 101 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
6 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
7 these allegations. To the extent that the allegations contained in Paragraph 101 are directed to  
8 TAEC, TAEC denies these allegations.

9  
10 **Second Claim For Relief**  
**(Violation Of California Antitrust Law For All U.S. Purchases)**

11 102. TAEC hereby incorporates by reference its responses to Paragraphs 1-101 of the  
12 Complaint as set forth above.

13 103. Paragraph 103 consists of argument, Plaintiff's characterization of its claims and/or  
14 legal conclusions, to which no response is required. To the extent that the allegations contained  
15 in Paragraph 103 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
16 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
17 these allegations. To the extent that the allegations contained in Paragraph 103 are directed to  
18 TAEC, TAEC denies these allegations.

19 104. Paragraph 104 consists of argument, Plaintiff's characterization of its claims and/or  
20 legal conclusions, to which no response is required. To the extent that the allegations contained  
21 in Paragraph 104 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
22 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
23 these allegations except admits that Toshiba America Electronic Components, Inc. maintained  
24 an office in California between January 1, 1996 –December 11, 2006. To the extent that the  
25 allegations contained in Paragraph 104 are directed to TAEC, TAEC denies these allegations.

26 105. Paragraph 105 consists of argument, Plaintiff's characterization of its claims and/or  
27 legal conclusions, to which no response is required. To the extent that the allegations contained  
28 in Paragraph 105 relate to other Defendants and/or third parties, TAEC lacks knowledge or

1 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
2 these allegations. To the extent that the allegations contained in Paragraph 105 are directed to  
3 TAEC, TAEC denies these allegations.

4 106. Paragraph 106 consists of argument, Plaintiff's characterization of its claims and/or  
5 legal conclusions, to which no response is required. To the extent that the allegations contained  
6 in Paragraph 106 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
7 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
8 these allegations. To the extent that the allegations contained in Paragraph 106 are directed to  
9 TAEC, TAEC denies these allegations.

10 107. Paragraph 107 consists of argument, Plaintiff's characterization of its claims and/or  
11 legal conclusions, to which no response is required. To the extent that the allegations contained  
12 in Paragraph 107 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
13 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
14 these allegations. To the extent that the allegations contained in Paragraph 107 are directed to  
15 TAEC, TAEC denies these allegations.

16 108. Paragraph 108 consists of argument, Plaintiff's characterization of its claims and/or  
17 legal conclusions, to which no response is required. To the extent that the allegations contained  
18 in Paragraph 108 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
19 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
20 these allegations. To the extent that the allegations contained in Paragraph 108 are directed to  
21 TAEC, TAEC denies these allegations.

22 109. Paragraph 109 consists of argument, Plaintiff's characterization of its claims and/or  
23 legal conclusions, to which no response is required. To the extent that the allegations contained  
24 in Paragraph 109 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
25 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
26 these allegations. To the extent that the allegations contained in Paragraph 109 are directed to  
27 TAEC, TAEC denies these allegations.

1 **Third Claim For Relief**  
2 **(Violation Of California Antitrust Law For California Purchases)**

3 110. TAEC hereby incorporates by reference its responses to Paragraphs 1-109 of the  
4 Complaint as set forth above.

5 111. Paragraph 111 consists of argument, Plaintiff's characterization of its claims  
6 and/or legal conclusions, to which no response is required. To the extent that the allegations  
7 contained in Paragraph 111 relate to other Defendants and/or third parties, TAEC lacks  
8 knowledge or information sufficient to form a belief as to the truth of these allegations and,  
9 therefore, denies these allegations. To the extent that the allegations contained in Paragraph 111  
10 are directed to TAEC, TAEC denies these allegations.

11 112. Paragraph 112 consists of argument, Plaintiff's characterization of its claims and/or  
12 legal conclusions, to which no response is required. To the extent that the allegations contained  
13 in Paragraph 112 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
14 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
15 these allegations. To the extent that the allegations contained in Paragraph 112 are directed to  
16 TAEC, TAEC denies these allegations.

17 113. Paragraph 113 consists of argument, Plaintiff's characterization of its claims and/or  
18 legal conclusions, to which no response is required. To the extent that the allegations contained  
19 in Paragraph 113 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
20 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
21 these allegations. To the extent that the allegations contained in Paragraph 113 are directed to  
22 TAEC, TAEC denies these allegations.

23 114. Paragraph 114 consists of argument, Plaintiff's characterization of its claims and/or  
24 legal conclusions, to which no response is required. To the extent that the allegations contained  
25 in Paragraph 114 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
26 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
27  
28



1 these allegations. To the extent that the allegations contained in Paragraph 114 are directed to  
2 TAEC, TAEC denies these allegations.

3 115. Paragraph 115 consists of argument, Plaintiff's characterization of its claims and/or  
4 legal conclusions, to which no response is required. To the extent that the allegations contained  
5 in Paragraph 115 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
6 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
7 these allegations. To the extent that the allegations contained in Paragraph 115 are directed to  
8 TAEC, TAEC denies these allegations.

9 116. Paragraph 116 consists of argument, Plaintiff's characterization of its claims and/or  
10 legal conclusions, to which no response is required. To the extent that the allegations contained  
11 in Paragraph 116 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
12 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
13 these allegations. To the extent that the allegations contained in Paragraph 116 are directed to  
14 TAEC, TAEC denies these allegations.

15 117. Paragraph 117 consists of argument, Plaintiff's characterization of its claims and/or  
16 legal conclusions, to which no response is required. To the extent that the allegations contained  
17 in Paragraph 117 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
18 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
19 these allegations. To the extent that the allegations contained in Paragraph 117 are directed to  
20 TAEC, TAEC denies these allegations.

21 **Fourth Claim For Relief**  
22 **(Violation Of Nevada Antitrust Law)**

23 118. TAEC hereby incorporates by reference its responses to Paragraphs 1-117 of the  
24 Complaint as set forth above.

25 119. Paragraph 119 consists of argument, Plaintiff's characterization of its claims and/or  
26 legal conclusions, to which no response is required. To the extent that the allegations contained  
27 in Paragraph 119 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
28 information sufficient to form a belief as to the truth of these allegations and, therefore, denies

1 these allegations. To the extent that the allegations contained in Paragraph 119 are directed to  
2 TAEC, TAEC denies these allegations.

3 120. Paragraph 121 consists of argument, Plaintiff's characterization of its claims and/or  
4 legal conclusions, to which no response is required. To the extent that the allegations contained  
5 in Paragraph 120 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
6 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
7 these allegations. To the extent that the allegations contained in Paragraph 120 are directed to  
8 TAEC, TAEC denies these allegations.

9 121. Paragraph 121 consists of argument, Plaintiff's characterization of its claims and/or  
10 legal conclusions, to which no response is required. To the extent that the allegations contained  
11 in Paragraph 121 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
12 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
13 these allegations. To the extent that the allegations contained in Paragraph 121 are directed to  
14 TAEC, TAEC denies these allegations.

15 **Fifth Claim For Relief**  
16 **(Violation Of New York Antitrust Law)**

17 122. TAEC hereby incorporates by reference its responses to Paragraphs 1-121 of the  
18 Complaint as set forth above.

19 123. Paragraph 123 consists of argument, Plaintiff's characterization of its claims and/or  
20 legal conclusions, to which no response is required. To the extent that the allegations contained  
21 in Paragraph 123 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
22 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
23 these allegations. To the extent that the allegations contained in Paragraph 123 are directed to  
24 TAEC, TAEC denies these allegations.

25 124. Paragraph 124 consists of argument, Plaintiff's characterization of its claims and/or  
26 legal conclusions, to which no response is required. To the extent that the allegations contained  
27 in Paragraph 124 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
28 information sufficient to form a belief as to the truth of these allegations and, therefore, denies

1 these allegations. To the extent that the allegations contained in Paragraph 124 are directed to  
2 TAEC, TAEC denies these allegations.

3 125. Paragraph 126 consists of argument, Plaintiff's characterization of its claims and/or  
4 legal conclusions, to which no response is required. To the extent that the allegations contained  
5 in Paragraph 125 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
6 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
7 these allegations. To the extent that the allegations contained in Paragraph 125 are directed to  
8 TAEC, TAEC denies these allegations.

9 126. Paragraph 126 consists of argument, Plaintiff's characterization of its claims and/or  
10 legal conclusions, to which no response is required. To the extent that the allegations contained  
11 in Paragraph 126 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
12 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
13 these allegations. To the extent that the allegations contained in Paragraph 126 are directed to  
14 TAEC, TAEC denies these allegations.

15 127. Paragraph 127 consists of argument, Plaintiff's characterization of its claims and/or  
16 legal conclusions, to which no response is required. To the extent that the allegations contained  
17 in Paragraph 127 relate to other Defendants and/or third parties, TAEC lacks knowledge or  
18 information sufficient to form a belief as to the truth of these allegations and, therefore, denies  
19 these allegations. To the extent that the allegations contained in Paragraph 127 are directed to  
20 TAEC, TAEC denies these allegations.

21 **XI. PRAYER FOR RELIEF**

22 In answer to the Prayer for Relief, TAEC denies each and every allegation in the Prayer  
23 and further specifically denies that Plaintiff is entitled to any of the relief requested or any  
24 remedy whatsoever against TAEC.

25 All allegations of the Complaint not heretofore admitted or denied are here and now  
26 denied as though specifically denied herein.

1 **GENERAL DEFENSES**

2 **FIRST DEFENSE**

3 The conduct alleged to provide a basis for the claims of Plaintiff did not have a direct,  
4 substantial and reasonably foreseeable effect on trade or commerce with the United States. The  
5 Court, therefore, lacks subject matter jurisdiction over the claims of Plaintiff. The Court also  
6 lacks subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337.

7 **SECOND DEFENSE**

8 Plaintiff's claims are barred, in whole or in part, by the Foreign Trade Antitrust  
9 Improvements Act, 15 U.S.C. § 6a.

10 **THIRD DEFENSE**

11 The Complaint fails to state a claim upon which relief can be granted.

12 **FOURTH DEFENSE**

13 Plaintiff's claims are barred in, whole or part, because the Complaint fails to plead  
14 conspiracy with the particularity required under applicable law.

15 **FIFTH DEFENSE**

16 Plaintiff has failed to plead fraudulent concealment with the particularity required by  
17 Rule 9(b) of the Federal Rules of Civil Procedure.

18 **SIXTH DEFENSE**

19 The Complaint should be dismissed on grounds of *forum non conveniens*.

20 **SEVENTH DEFENSE**

21 Plaintiff's claims against TAEC are barred to the extent that they have agreed to  
22 arbitration or chosen a different forum for the resolution of their claims.

23 **EIGHTH DEFENSE**

24 Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks standing to bring  
25 or maintain the claims set forth in the Complaint.

26 **NINTH DEFENSE**

27 Plaintiff's claims are barred, in whole or in part, because Plaintiff was not validly  
28 assigned those claims.

1 **TENTH DEFENSE**

2 TAEC asserts as defenses to Plaintiff's claims any additional defense that it might have  
3 against Plaintiff's purported assignors, as to whom additional defenses cannot presently be  
4 ascertained.

5 **ELEVENTH DEFENSE**

6 Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

7 **TWELFTH DEFENSE**

8 Plaintiff's claims are barred, in whole or in part, because Plaintiff has suffered no  
9 antitrust injury.

10 **THIRTEENTH DEFENSE**

11 Plaintiff's claims are barred, in whole or in part, by applicable statutes of limitations,  
12 including but not limited to: 15 U.S.C. § 15b; Cal. Bus. & Prof. Code § 17208; Cal. Bus. &  
13 Prof. Code § 16750.1; Cal. Civ. Proc. Code §§ 337-340; Nev. Rev. Stat. §§ 11.190 and  
14 598A.220; and N.Y. C.P.L.R. 214(2).

15 **FOURTEENTH DEFENSE**

16 Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

17 **FIFTEENTH DEFENSE**

18 Plaintiff's claims are barred, in whole or in part, by the doctrine of estoppel.

19 **SIXTEENTH DEFENSE**

20 Plaintiff's claims relating to purchases of LCD panels other than TFT-LCD panels,  
21 including, but not limited to, thin film diode ("TFD"), color super-twist nematic ("CSTN"), film  
22 super-twist nematic ("FSTN") and monochrome super-twist nematic ("MSTN"), are barred by  
23 applicable statutes of limitations, including but not limited to: 15 U.S.C. § 15b; Cal. Bus. &  
24 Prof. Code § 17208; Cal. Bus. & Prof. Code § 16750.1; Cal. Civ. Proc. Code §§ 337-340; Nev.  
25 Rev. Stat. §§ 11.190 and 598A.220; N.Y. C.P.L.R. 214(2). These claims are also barred by the  
26 doctrine of laches, and because the allegations relating to these products fail to state a claim  
27 upon which relief can be granted.  
28

1 **SEVENTEENTH DEFENSE**

2 Plaintiff's claims are barred, in whole or in part, because Plaintiff has not been injured in  
3 its business or property by reason of any act of TAEC.

4 **EIGHTEENTH DEFENSE**

5 Plaintiff's claims are barred, in whole or in part, because any alleged injuries and  
6 damages were not legally or proximately caused by any acts or omissions of TAEC and/or were  
7 caused, if at all, solely and proximately by the conduct of third parties, including, without  
8 limitation, the prior, intervening or superseding conduct of such third parties.

9 **NINETEENTH DEFENSE**

10 To the extent that any actionable conduct occurred, Plaintiff's claims against TAEC are  
11 barred because all such conduct would have been committed by individuals acting *ultra vires*.

12 **TWENTIETH DEFENSE**

13 Plaintiff's claims are barred, in whole or in part, because Plaintiff has suffered no  
14 damages as a result of any actions taken by TAEC and/or the other Defendants.

15 **TWENTY-FIRST DEFENSE**

16 Plaintiff's claims are barred, in whole or in part, because the alleged damages, if any, are  
17 speculative and because of the impossibility of the ascertainment and allocation of such alleged  
18 damages.

19 **TWENTY-SECOND DEFENSE**

20 Plaintiff is barred from recovery of any damages because of and to the extent of its  
21 failure to mitigate damages.

22 **TWENTY-THIRD DEFENSE**

23 Plaintiff's claims are barred, in whole or in part, because any actions or practices of  
24 TAEC that are the subject of the Complaint were undertaken unilaterally for legitimate business  
25 reasons and in pursuit of TAEC's independent interests and those of its customers, and were not  
26 the product of any contract, combination or conspiracy between TAEC and any other person or  
27 entity.

1 **TWENTY-FOURTH DEFENSE**

2 Plaintiff's claims are barred, in whole or in part, because any acts or practices of TAEC  
3 that are the subject of the Complaint were adopted in furtherance of the legitimate business  
4 interests of TAEC and of its customers and did not unreasonably restrain competition.

5 **TWENTY-FIFTH DEFENSE**

6 Plaintiff's claims are barred, in whole or in part, because any acts or practices of TAEC  
7 that are the subject of the Complaint were cost justified or otherwise economically justified and  
8 resulted from a good-faith effort to meet competition or market conditions.

9 **TWENTY-SIXTH DEFENSE**

10 Plaintiff's claims are barred, in whole or in part, as premised upon privileged conduct or  
11 actions by TAEC.

12 **TWENTY-SEVENTH DEFENSE**

13 Plaintiff's claims are barred, in whole or in part, because the alleged conduct complained  
14 of was caused by, due to, based upon, or in response to directives, laws, regulations, policies  
15 and/or acts of governments, governmental agencies and entities and/or regulatory agencies, and  
16 as such is non-actionable or privileged.

17 **TWENTY-EIGHTH DEFENSE**

18 Plaintiff's claims are barred, in whole or in part, to the extent they seek improper  
19 multiple damage awards, and damage awards duplicative of those sought in other actions, in  
20 violation of the Due Process guarantees of the Fifth and Fourteenth Amendments of the United  
21 States Constitution.

22 **TWENTY-NINTH DEFENSE**

23 Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of unclean  
24 hands.

25 **THIRTIETH DEFENSE**

26 Plaintiff's claims are barred, in whole or in part, by the doctrine of accord and  
27 satisfaction.

1 **THIRTY-FIRST DEFENSE**

2 Plaintiff's claims for injunctive relief should be dismissed because Plaintiff has available  
3 an adequate remedy at law.

4 **THIRTY-SECOND DEFENSE**

5 Plaintiff's claims should be dismissed to the extent that they are barred, in whole or in  
6 part, for failure to join indispensable parties.

7 **THIRTY-THIRD DEFENSE**

8 Without admitting the existence of any contract, combination or conspiracy in restraint  
9 of trade, TAEC contends that it is entitled to set off any amounts paid to Plaintiff by any  
10 Defendants other than TAEC who have settled, or do settle, Plaintiff's claims against them in  
11 this action.

12 **THIRTY-FOURTH DEFENSE**

13 Plaintiff's claims for injunctive relief are barred, in whole or in part, insofar as Plaintiff  
14 seeks to enjoin alleged events that have already transpired without the requisite showing of  
15 threatened future harm or continuing harm.

16 **THIRTY-FIFTH DEFENSE**

17 TAEC adopts by reference any applicable defense pleaded by any other Defendant not  
18 otherwise expressly set forth herein.

19 **THIRTY-SIXTH DEFENSE**

20 TAEC reserves the right to assert other defenses as this action proceeds up to and  
21 including the time of trial.

22 **DEFENSES TO SECOND CLAIM FOR RELIEF**  
23 **(Violation Of California Antitrust Law For All U.S. Purchases)**

24 **THIRTY-SEVENTH DEFENSE**

25 Plaintiff lacks standing to prosecute its state antitrust claims, in whole or in part, under,  
26 without limitation, the following statutes: Cal. Bus. & Prof. Code §§ 16700, *et seq.*; Cal. Bus. &  
27 Prof. Code §§ 17200, *et seq.*  
28



1 **THIRTY-EIGHTH DEFENSE**

2 Plaintiff lacks standing to prosecute its claims, in whole or in part, under, without  
3 limitation, the following statutes: Cal. Bus. & Prof. Code §§ 17200, *et seq.*

4 **THIRTY-NINTH DEFENSE**

5 Plaintiff's claims are barred, in whole or in part, to the extent that the claims are based on  
6 California law and any of the alleged events took place outside the state of California without  
7 impact on California residents.

8 **FORTIETH DEFENSE**

9 Any award of restitution under Cal. Bus. & Prof. Code § 17203 based upon asserted  
10 interests or injuries of Plaintiff would violate the Excessive Fines Clause of the Eighth  
11 Amendment (as incorporated by the Due Process Clause of the Fourteenth Amendment) to the  
12 United States Constitution and Article I, Section 17 of the California Constitution.

13 **FORTY-FIRST DEFENSE**

14 Plaintiff's claims for monetary relief under Cal. Bus. & Prof. Code § 17203 are barred, in  
15 whole or in part, because TAEC did not acquire any money or property from Plaintiff.

16 **FORTY-SECOND DEFENSE**

17 Any finding of liability under Cal. Bus. & Prof. Code § 17200, 17203 or 17204 would  
18 violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution  
19 and Article I, Section 7 of the California Constitution, because the standards of liability under  
20 these statutes are unduly vague and subjective, permitting retroactive, random, arbitrary and  
21 capricious punishment that serves no legitimate governmental interest.

22 **FORTY-THIRD DEFENSE**

23 Any award of restitution to the Plaintiff under Cal. Bus. & Prof. Code § 17203 would  
24 constitute a taking of property without just compensation in violation of the Taking Clause of  
25 the Fifth Amendment to the United States Constitution (as incorporated by the Due Process  
26 Clause of the Fourteenth Amendment to the United States Constitution) and Article I, Section 19  
27 of the California Constitution.

1 **FORTY-FOURTH DEFENSE**

2 Cal. Bus. & Prof. Code § 17204 improperly delegates the Executive Branch’s  
3 prosecutorial power to private parties, in contravention of the separation-of-powers doctrine and  
4 the provisions of Article V of the California Constitution vesting the State’s executive power in  
5 the Executive Branch, by authorizing private plaintiffs without any individualized injury to bring  
6 suit on behalf of the interests of the general public.

7 **FORTY-FIFTH DEFENSE**

8 Any award of restitution under Cal. Bus. & Prof. Code § 17203 to persons who refuse to  
9 execute an acknowledgment that the payment is in full settlement of claims against Defendants  
10 would violate the Due Process Clause of the Fourteenth Amendment to the United States  
11 Constitution.

12 **FORTY-SIXTH DEFENSE**

13 Plaintiff’s claims under Cal. Bus. & Prof. Code §§ 16700, *et seq.*, are barred, in whole or  
14 in part, because the application of §§ 16700, *et seq.*, to wholly interstate or foreign commerce  
15 violates the Commerce Clause of the United States Constitution.

16 **FORTY-SEVENTH DEFENSE**

17 Any award of treble damages, punitive damages or restitution pursuant to Cal. Bus. &  
18 Prof. Code §§ 16720, 16727, 16750, or 16761 would violate the Excessive Fines and Due  
19 Process Clauses of the United States Constitution and equivalent clauses in the California  
20 Constitution.

21 **FORTY-EIGHTH DEFENSE**

22 Plaintiff’s claims under Cal. Bus. & Prof. Code §§ 16700, *et seq.*, §§ 17200, *et seq.*, and  
23 California unjust enrichment law are barred, in whole or in part, because those statutes are  
24 inapplicable to alleged wrongs suffered by non-California residents based on alleged conduct of  
25 TAEC occurring outside of California.

1 **FORTY-NINTH DEFENSE**

2 Plaintiff's claims for unjust enrichment brought under California law are barred, in  
3 whole or in part, because TAEC did not receive a benefit from Plaintiff, TAEC did not retain  
4 any benefit, and/or the receipt of any benefit was not unjust.

5 **DEFENSES TO THIRD CLAIM FOR RELIEF**  
6 **(Violation Of California Antitrust Law For California Purchases)**

7 **FIFTIETH DEFENSE**

8 Plaintiff lacks standing to prosecute its state antitrust claims, in whole or in part, under,  
9 without limitation, the following statutes: Cal. Bus. & Prof. Code §§ 16700, *et seq.*; Cal. Bus. &  
10 Prof. Code §§ 17200, *et seq.*

11 **FIFTY-FIRST DEFENSE**

12 Plaintiff lacks standing to prosecute its claims, in whole or in part, under, without  
13 limitation, the following statutes: Cal. Bus. & Prof. Code §§ 17200, *et seq.*

14 **FIFTY-SECOND DEFENSE**

15 Plaintiff's claims are barred, in whole or in part, to the extent that the claims are based on  
16 California law and any of the alleged events took place outside the state of California without  
17 impact on California residents.

18 **FIFTY-THIRD DEFENSE**

19 Any award of restitution under Cal. Bus. & Prof. Code § 17203 based upon asserted  
20 interests or injuries of Plaintiff would violate the Excessive Fines Clause of the Eighth  
21 Amendment (as incorporated by the Due Process Clause of the Fourteenth Amendment) to the  
22 United States Constitution and Article I, Section 17 of the California Constitution.

23 **FIFTY-FOURTH DEFENSE**

24 Plaintiff's claims for monetary relief under Cal. Bus. & Prof. Code § 17203 are barred, in  
25 whole or in part, because TAEC did not acquire any money or property from Plaintiff.

1 **FIFTY-FIFTH DEFENSE**

2 Any finding of liability under Cal. Bus. & Prof. Code § 17200, 17203 or 17204 would  
3 violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution  
4 and Article I, Section 7 of the California Constitution, because the standards of liability under  
5 these statutes are unduly vague and subjective, permitting retroactive, random, arbitrary and  
6 capricious punishment that serves no legitimate governmental interest.

7 **FIFTY-SIXTH DEFENSE**

8 Any award of restitution to the Plaintiff under Cal. Bus. & Prof. Code § 17203 would  
9 constitute a taking of property without just compensation in violation of the Taking Clause of  
10 the Fifth Amendment to the United States Constitution (as incorporated by the Due Process  
11 Clause of the Fourteenth Amendment to the United States Constitution) and Article I, Section 19  
12 of the California Constitution.

13 **FIFTY-SEVENTH DEFENSE**

14 Cal. Bus. & Prof. Code § 17204 improperly delegates the Executive Branch's  
15 prosecutorial power to private parties, in contravention of the separation-of-powers doctrine and  
16 the provisions of Article V of the California Constitution vesting the State's executive power in  
17 the Executive Branch, by authorizing private plaintiffs without any individualized injury to bring  
18 suit on behalf of the interests of the general public.

19 **FIFTY-EIGHTH DEFENSE**

20 Any award of restitution under Cal. Bus. & Prof. Code § 17203 to persons who refuse to  
21 execute an acknowledgment that the payment is in full settlement of claims against Defendants  
22 would violate the Due Process Clause of the Fourteenth Amendment to the United States  
23 Constitution.

24 **FIFTY-NINTH DEFENSE**

25 Plaintiff's claims under Cal. Bus. & Prof. Code §§ 16700, *et seq.*, are barred, in whole or  
26 in part, because the application of §§ 16700, *et seq.*, to wholly interstate or foreign commerce  
27 violates the Commerce Clause of the United States Constitution.  
28

1 **SIXTIETH DEFENSE**

2 Any award of treble damages, punitive damages or restitution pursuant to Cal. Bus. &  
3 Prof. Code §§ 16720, 16727, 16750, or 16761 would violate the Excessive Fines and Due  
4 Process Clauses of the United States Constitution and equivalent clauses in the California  
5 Constitution.

6 **SIXTY-FIRST DEFENSE**

7 Plaintiff's claims under Cal. Bus. & Prof. Code §§ 16700, *et seq.*, §§ 17200, *et seq.*, and  
8 California unjust enrichment law are barred, in whole or in part, because those statutes are  
9 inapplicable to alleged wrongs suffered by non-California residents based on alleged conduct of  
10 TAEC occurring outside of California.

11 **SIXTY-SECOND DEFENSE**

12 Plaintiff's claims for unjust enrichment brought under California law are barred, in  
13 whole or in part, because TAEC did not receive a benefit from Plaintiff, TAEC did not retain  
14 any benefit, and/or the receipt of any benefit was not unjust.

15 **DEFENSES TO FOURTH CLAIM FOR RELIEF**  
16 **(Violation Of Nevada Antitrust Law)**

17 **SIXTY-THIRD DEFENSE**

18 Plaintiff's claims under Nev. Rev. Stat. §§ 598A, *et seq.*, are barred, in whole or in part,  
19 because under § 598A.060, that act applies only to activity occurring, at least in part, in Nevada.

20 **DEFENSES TO FIFTH CLAIM FOR RELIEF**  
21 **(Violation Of New York Antitrust Law)**

22 **SIXTY-FOURTH DEFENSE**

23 Plaintiff's claims under N.Y. Gen. Bus. Law § 349 are barred, in whole or in part,  
24 because any alleged conduct by TAEC is, or if in interstate commerce would be, subject to and  
25 compliant with the rules and regulations of, and statutes administered by, the Federal Trade  
26 Commission or other official department, division, commission or agency of the United States,  
27 as these rules, regulations, or statutes are interpreted by the Federal Trade Commission or such  
28

1 department, division, commission or agency of the federal courts. N.Y. Gen. Bus. Law §  
2 349(d).

3 **SIXTY-FIFTH DEFENSE**

4 Plaintiff's claims under New York law and other applicable laws are barred by the  
5 voluntary payment doctrine, under which one cannot recover payments with full knowledge of  
6 the facts.

7 **SIXTY-SIXTH DEFENSE**

8 Plaintiff's claims under N.Y. Gen. Bus. Law § 349 are barred, in whole or in part,  
9 because Plaintiff cannot establish actual damages.

10 **TAEC'S PRAYER FOR RELIEF**

11 WHEREFORE, TAEC prays for judgment as follows:

- 12 1. That Plaintiff takes nothing by reason of the Complaint, and that the action be  
13 dismissed with prejudice;
  - 14 2. That the Court enter judgment in favor of TAEC and against Plaintiff with respect to  
15 all causes of action in the Complaint;
  - 16 3. That the Court award TAEC its attorneys' fees and other costs reasonably incurred in  
17 the defense of this action; and
  - 18 4. That the Court order such other further relief for TAEC as the Court may deem just  
19 and proper.
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Respectfully submitted,

Dated: September 23, 2011

WHITE & CASE LLP

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