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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

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

MDL File No.: 3:07-MD-1827-SI
 CASE NO. 10-cv-5452-SI
 MDL NO. 1827

This Document Relates to: 3:10-CV-5254 SI

 EASTMAN KODAK COMPANY,

Plaintiff,

v.

EPSON IMAGING DEVICES CORPORATION,
et al.,

Defendants.

**ANSWER OF DEFENDANTS EPSON
 IMAGING DEVICES
 CORPORATION AND EPSON
 ELECTRONICS AMERICA, INC. TO
 FIRST AMENDED COMPLAINT
 FOR DAMAGES AND INJUNCTIVE
 RELIEF BY EASTMAN KODAK
 COMPANY**

1 Defendants Epson Imaging Devices Corporation (“EID”) and Epson Electronics America,
2 Inc. (“EEA”) (collectively “Epson Defendants”), by their undersigned attorneys, for their Answer
3 to Eastman Kodak Company’s (“plaintiff”) First Amended Complaint (“Complaint”) state:

4 1. To the extent that paragraph 1 may be deemed to require any response, Epson
5 Defendants deny plaintiff’s definition of the term “LCD Panels” because the definition comprises
6 a wide variety of items of commerce that appear at many different levels of many different
7 production chains, and that are traded in multiple, separate markets, including multiple, separate
8 markets for different types of LCD panels, and multiple, separate markets for appliances
9 containing multiple separate types of LCD panels. Thus, as defined, the term “LCD panels”
10 creates confusion in this paragraph and wherever it is used as part of any subsequent allegation in
11 the Complaint. Epson Defendants also deny plaintiff’s definition of the term “digital still
12 cameras” because the definition comprises a wide variety of items of commerce, and, as defined,
13 creates confusion in this paragraph and wherever it is used as part of any subsequent allegation in
14 the Complaint. To the extent any further response is required, Epson Defendants lack the
15 knowledge or information sufficient to form a belief as to the truth of the allegations, and on that
16 basis deny each and every such allegation.

17 2. With respect to paragraph 2 of the Complaint, Epson Defendants are not required
18 to respond because it does not contain any allegations of fact, but rather states legal conclusions.
19 To the extent that the allegations contained in paragraph 2 of the Complaint are directed to other
20 defendants, Epson Defendants lack knowledge or information sufficient to form a belief as to the
21 truth of the allegations, and on that basis deny each and every such allegation. To the extent that
22 the allegations contained in paragraph 2 of the Complaint are directed to Epson Defendants,
23 Epson Defendants deny each and every allegation contained in such paragraph.

24 3. The allegations in paragraph 3 of the Complaint purport to characterize publicly-
25 filed agreements between the United States Department of Justice (“DOJ”) and several
26 defendants, the contents of which agreements speak for themselves and require no further
27 response. To the extent that any further response may be deemed required to such allegations,
28 Epson Defendants deny each and every allegation contained in paragraph 3 of the Complaint,

1 except admit that EID entered a guilty plea as set forth in the publicly-filed Plea Agreement in
2 *United States v. Epson Imaging Devices Corporation*, N.D. Cal., No. 09-cr-0854, the contents of
3 which Plea Agreement speaks for itself; and admit that the DOJ reached agreements with LG
4 Display Co. Ltd., LG Display America, Inc., Sharp Corporation, Chunghwa Picture Tubes, Ltd.,
5 Chi Mei Optoelectronics Corporation, and HannStar Display Corporation to plead guilty and pay
6 criminal fines for violations of the Sherman Act.

7 4. With respect to paragraph 4 of the Complaint, Epson Defendants are not required
8 to respond because it does not contain any allegations of fact, but rather consists of plaintiff's
9 characterizations of its motivations and its claims. Further responding to paragraph 4 of the
10 Complaint, Epson Defendants are not required to respond because it does not contain any
11 allegations of fact, but rather states legal conclusions. To the extent that the allegations contained
12 in paragraph 4 of the Complaint are directed to other defendants, Epson Defendants lack
13 knowledge or information sufficient to form a belief as to the truth of the allegations, and on that
14 basis deny each and every such allegation. To the extent that the allegations contained in
15 paragraph 4 of the Complaint are directed to Epson Defendants, Epson Defendants deny each and
16 every allegation contained in such paragraph.

17 5. With respect to paragraph 5 of the Complaint, Epson Defendants are not required
18 to respond because it does not contain any allegation of fact, but rather consists of plaintiff's
19 characterizations of its motivations and of its claims. To the extent that any response may be
20 deemed required, Epson Defendants admit that plaintiff purports to attempt to state a claim for
21 relief under Section 1 of the Sherman Act (15 U.S.C. § 1) and Section 16 of the Clayton Act (15
22 U.S.C. §§ 15 and 26) and admit that plaintiff purports to seek injunctive relief against all
23 Defendants. Epson Defendants also admit that plaintiff purports to attempt to state a claim for
24 relief under California's Cartwright Act, Cal. Bus. & Prof. Code § 16700 *et seq.*, Section 598A *et*
25 *seq.* of the Nevada Revised Statutes; and Section 340 *et seq.* of the New York General Business
26 Law, and admit that plaintiff purports to seek treble damages and injunctive relief under the listed
27 statutes. Except as specifically admitted herein, Epson Defendants deny the allegations in
28 paragraph 5 of the Complaint.

1 6. With respect to paragraph 6 of the Complaint, Epson Defendants are not required
2 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
3 To the extent that any response may be deemed required to any allegation in paragraph 6 of the
4 Complaint, Epson Defendants deny each and every allegation contained in such paragraph.

5 7. With respect to paragraph 7 of the Complaint, Epson Defendants are not required
6 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
7 To the extent that any response may be deemed required to any allegation in paragraph 7 that is
8 directed to other defendants, Epson Defendants lack knowledge or information sufficient to form
9 a belief as to the truth of the allegations, and on that basis deny each and every allegation. To the
10 extent that any response may be deemed required, Epson Defendants admit that EEA conducted
11 business and maintained a place of business within California. Epson Defendants also admit that
12 EID entered a guilty plea as set forth in the publicly-filed Plea Agreement in *United States v.*
13 *Epson Imaging Devices Corporation*, N.D. Cal., No. 09-cr-0854, the contents of which Plea
14 Agreement speaks for itself.

15 8. With respect to paragraph 8 of the Complaint, Epson Defendants are not required
16 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
17 To the extent that any response may be deemed required to any allegation in paragraph 8 that is
18 directed to other defendants, Epson Defendants lack knowledge or information sufficient to form
19 a belief as to the truth of the allegations, and on that basis deny each and every allegation. To the
20 extent that any response may be deemed required to any allegation in paragraph 8 that is directed
21 to Epson Defendants, Epson Defendants admit that EEA conducted business and maintained a
22 place of business within the Northern District of California, as that district is defined in 28 U.S.C.
23 § 84(a), but deny each and every allegation contained in such paragraph.

24 9. With respect to paragraph 9 of the Complaint, Epson Defendants are not required
25 to respond because it does not contain any allegation of fact, but rather states legal conclusions.

26 10. With respect to paragraph 10 of the Complaint, Epson Defendants are not required
27 to respond because it does not contain any allegation of fact, but rather consists of plaintiff's
28 explanations of terminology. To the extent that paragraph 10 may be deemed to require any

1 response, Epson Defendants deny plaintiff's definitions of the terms "TFT," "TFD-LCD," "TSN-
2 LCD" and "CTSN-LCD" because these definitions comprise a wide variety of items of commerce
3 that appear at many different levels of many different production chains, and that are traded in
4 multiple, separate markets, including multiple, separate markets for different types of LCD
5 panels, and multiple, separate markets for appliances containing multiple separate types of LCD
6 panels. Thus, as defined, these definitions create confusion in this paragraph and wherever they
7 are used as part of any subsequent allegation in the Complaint. To the extent that any remaining
8 allegations in paragraph 10 may be deemed to require any further response, Epson Defendants
9 admit that paragraph 10 generally describes some basic aspects of the nature, technology, and
10 means of manufacturing LCD panels, modules, and appliances containing LCD panels, that some
11 types of LCD panels are incorporated in many appliances, including, but not limited to, computer
12 monitors, televisions, and cellular telephones, and that at various times, different types of LCD
13 panels were used in a wide variety of appliances, including, but not limited to, wireless handsets.
14 Except as specifically admitted herein, Epson Defendants deny the allegations in paragraph 10 of
15 the Complaint.

16 11. With respect to paragraph 11 of the Complaint, Epson Defendants are not required
17 to respond because it does not contain any allegation of fact, but rather consists of plaintiff's
18 explanations of terminology.

19 12. With respect to paragraph 12 of the Complaint, Epson Defendants are not required
20 to respond because it does not contain any allegation of fact, but rather consists of plaintiff's
21 explanations of terminology.

22 13. With respect to paragraph 13 of the Complaint, Epson Defendants are not required
23 to respond because it does not contain any allegation of fact, but rather consists of plaintiff's
24 explanations of terminology. Moreover, Epson Defendants deny that the term "original
25 equipment manufacturer" is meaningful given the allegations in plaintiff's Complaint.

26 14. With respect to paragraph 14 of the Complaint, Epson Defendants are not required
27 to respond because it does not contain any allegation of fact, but rather consists of plaintiff's
28 explanations of terminology.

1 15. With respect to paragraph 15 of the Complaint, Epson Defendants lack knowledge
2 and information sufficient to form a belief as to the truth of such allegations, and on that basis
3 deny each and every such allegation.

4 16. With respect to paragraph 16 of the Complaint, Epson Defendants lack knowledge
5 and information sufficient to form a belief as to the truth of such allegations, and on that basis
6 deny each and every such allegation.

7 17. With respect to paragraph 17 of the Complaint, Epson Defendants lack knowledge
8 and information sufficient to form a belief as to the truth of such allegations, and on that basis
9 deny each and every such allegation.

10 18. With respect to paragraph 18 of the Complaint, Epson Defendants are not required
11 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
12 To the extent that any response may be deemed required to any allegation in paragraph 18, Epson
13 Defendants lack knowledge and information sufficient to form a belief as to the truth of such
14 allegations, and on that basis deny each and every such allegation.

15 19. Answering the allegations contained in paragraph 19 of the Complaint, Epson
16 Defendants deny each and every allegation contained in such paragraph, except admit that Sanyo
17 Epson Imaging Devices Corporation is a Japanese Corporation with its principal place of business
18 at 4F Annex, World Trade Center Building, 2-3-1 Hamamatsu-cho, Minato-ku, Tokyo 105-6104
19 Japan, that EID was formerly known as Sanyo Epson Imaging Devices, is now a wholly-owned
20 subsidiary of Seiko Epson Corporation, and further admit that between October 1, 2004 and
21 December 28, 2006, Sanyo Epson Imaging Devices Corporation sold LCD panels or modules
22 containing LCD panels, and these panels or modules were shipped to multiple locations
23 worldwide, including the United States.

24 20. Answering the allegations contained in paragraph 20 of the Complaint, Epson
25 Defendants deny each and every allegation contained in such paragraph, except admit that EEA is
26 a wholly-owned subsidiary of US Epson Inc., and US Epson, Inc. is in turn a wholly-owned
27 subsidiary of Seiko Epson Corporation, and admit that EEA is a California corporation with a
28 principal place of business at 2580 Orchard Parkway, San Jose, California, and admit that EEA

1 re-sold in the United States LCD panels or modules containing LCD panels manufactured outside
2 the United States by Sanyo Epson Imaging Devices Corporation, which later, on December 28,
3 2006 became a wholly-owned subsidiary of Seiko Epson Corporation known as Epson Imaging
4 Devices Corporation.

5 21. With respect to the allegations contained in paragraph 21 of the Complaint, Epson
6 Defendants are not required to respond because it does contain any allegation of fact, but rather
7 plaintiff's explanation of terminology. To the extent that any response may be deemed required
8 to any allegation in paragraph 21 of the Complaint, Epson Defendants deny each and every
9 allegation contained in such paragraph.

10 22. Epson Defendants lack the knowledge or information sufficient to form a belief as
11 to the truth of the allegations contained in paragraph 22 of the Complaint and on that basis deny
12 each and every such allegation.

13 23. Epson Defendants lack the knowledge or information sufficient to form a belief as
14 to the truth of the allegations contained in paragraph 23 of the Complaint and on that basis deny
15 each and every such allegation.

16 24. Epson Defendants lack the knowledge or information sufficient to form a belief as
17 to the truth of the allegations contained in paragraph 24 of the Complaint and on that basis deny
18 each and every such allegation.

19 25. With respect to paragraph 25 of the Complaint, Epson Defendants are not required
20 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
21 To the extent that any response may be deemed required to any allegation in paragraph 25, Epson
22 Defendants lack knowledge and information sufficient to form a belief as to the truth of such
23 allegations, and on that basis deny each and every such allegation.

24 26. With respect to paragraph 26 of the Complaint, Epson Defendants are not required
25 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
26 To the extent that the allegations contained in paragraph 26 of the Complaint are directed to other
27 defendants, Epson Defendants lack knowledge or information sufficient to form a belief as to the
28 truth of the allegations, and on that basis deny each and every such allegation. To the extent that

1 the allegations contained in paragraph 26 of the Complaint are directed to Epson Defendants,
2 Epson Defendants deny each and every allegation contained in such paragraph.

3 27. Epson Defendants lack the knowledge or information sufficient to form a belief as
4 to the truth of the allegations contained in paragraph 27, and on that basis deny each and every
5 such allegation.

6 28. To the extent that the allegations contained in paragraph 28 of the Complaint are
7 directed to other defendants, Epson Defendants lack knowledge or information sufficient to form
8 a belief as to the truth of the allegations, and on that basis deny each and every such allegation.
9 To the extent that the allegations contained in paragraph 28 of the Complaint are directed to
10 Epson Defendants, Epson Defendants deny each and every allegation contained in such
11 paragraph.

12 29. Epson Defendants lack the knowledge or information sufficient to form a belief as
13 to the truth of the allegations contained in paragraph 29, and on that basis deny each and every
14 such allegation.

15 30. To the extent that the allegations contained in paragraph 30 of the Complaint are
16 directed to other defendants, Epson Defendants lack knowledge or information sufficient to form
17 a belief as to the truth of the allegations, and on that basis deny each and every such allegation.
18 To the extent that the allegations contained in paragraph 30 of the Complaint are directed to
19 Epson Defendants, Epson Defendants admit that EID manufactured and sold LCD panels or
20 modules containing LCD panels, which panels or modules were shipped to multiple locations
21 worldwide, including the United States, and further admit that EEA re-sold in the United States
22 LCD panels or modules containing LCD panels manufactured outside the United States by Sanyo
23 Epson Imaging Devices Corporation, which later, on December 28, 2006 became a wholly-owned
24 subsidiary of Seiko Epson Corporation known as Epson Imaging Devices Corporation.

25 31. With respect to paragraph 31 of the Complaint, Epson Defendants deny that there
26 is any single “market” for “LCD Panels.” Plaintiff’s definitions comprise a wide variety of items
27 of commerce that appear at many different levels of many different production chains, and that
28 are traded in multiple, separate markets, including multiple, separate markets for different types

1 of LCD panels, and multiple, separate markets for appliances containing multiple separate types
2 of LCD panels. To the extent that the allegations contained in paragraph 31 of the Complaint are
3 directed to other defendants, Epson Defendants lack knowledge or information sufficient to form
4 a belief as to the truth of the allegations, and on that basis deny each and every such allegation.

5 To the extent that the allegations contained in paragraph 31 of the Complaint are directed to
6 Epson Defendants, Epson Defendants deny each and every allegation contained in such
7 paragraph.

8 32. To the extent that the allegations contained in paragraph 32 of the Complaint are
9 directed to other defendants, Epson Defendants lack knowledge or information sufficient to form
10 a belief as to the truth of the allegations, and on that basis deny each and every such allegation.

11 To the extent that the allegations contained in paragraph 32 of the Complaint are directed to
12 Epson Defendants, Epson Defendants deny each and every allegation contained in such
13 paragraph.

14 33. To the extent that the allegations contained in paragraph 33 of the Complaint are
15 directed to other defendants, Epson Defendants lack knowledge or information sufficient to form
16 a belief as to the truth of the allegations, and on that basis deny each and every such allegation.

17 34. With respect to paragraph 34 of the Complaint, Epson Defendants deny that there
18 is any single “demand” for “LCD panels.” Plaintiff’s definitions comprise a wide variety of items
19 of commerce that appear at many different levels of many different production chains, and that
20 are traded in multiple, separate markets, including multiple, separate markets for different types
21 of LCD panels, and multiple, separate markets for appliances containing multiple separate types
22 of LCD panels. Further responding to the allegations in paragraph 34, Epson Defendants deny
23 each and every allegation contained in such paragraph.

24 35. With respect to paragraph 35 of the Complaint, Epson Defendants deny that there
25 is any single “market” for “LCD panels.” Plaintiff’s definitions comprise a wide variety of items
26 of commerce that appear at many different levels of many different production chains, and that
27 are traded in multiple, separate markets, including multiple, separate markets for different types
28 of LCD panels, and multiple, separate markets for appliances containing multiple separate types

1 of LCD panels. Further responding to the allegations in paragraph 35, Epson Defendants deny
2 each and every allegation contained in such paragraph.

3 36. To the extent that the allegations contained in paragraph 36 of the Complaint are
4 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
5 form a belief as to the truth of such allegations, and on that basis deny each and every such
6 allegation. To the extent that the allegations contained in paragraph 36 are directed to Epson
7 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

8 37. To the extent that the allegations contained in paragraph 37 of the Complaint are
9 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
10 form a belief as to the truth of such allegations, and on that basis deny each and every such
11 allegation. To the extent that the allegations contained in paragraph 37 are directed to Epson
12 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

13 38. To the extent that the allegations contained in paragraph 38 of the Complaint are
14 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
15 form a belief as to the truth of such allegations, and on that basis deny each and every such
16 allegation. To the extent that the allegations contained in paragraph 38 are directed to Epson
17 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

18 39. To the extent that the allegations contained in paragraph 39 of the Complaint are
19 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
20 form a belief as to the truth of such allegations, and on that basis deny each and every such
21 allegation. To the extent that the allegations contained in paragraph 39 are directed to Epson
22 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

23 40. To the extent that the allegations contained in paragraph 40 of the Complaint are
24 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
25 form a belief as to the truth of such allegations, and on that basis deny each and every such
26 allegation. To the extent that the allegations contained in paragraph 40 are directed to Epson
27 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.
28

1 41. To the extent that the allegations contained in paragraph 41 of the Complaint are
2 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
3 form a belief as to the truth of such allegations, and on that basis deny each and every such
4 allegation. To the extent that the allegations contained in paragraph 41 are directed to Epson
5 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

6 42. To the extent that the allegations contained in paragraph 42 of the Complaint are
7 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
8 form a belief as to the truth of such allegations, and on that basis deny each and every such
9 allegation. To the extent that the allegations contained in paragraph 42 are directed to Epson
10 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

11 43. To the extent that the allegations contained in paragraph 43 of the Complaint are
12 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
13 form a belief as to the truth of such allegations, and on that basis deny each and every such
14 allegation. To the extent that the allegations contained in paragraph 43 are directed to Epson
15 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

16 44. To the extent that the allegations contained in paragraph 44 of the Complaint are
17 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
18 form a belief as to the truth of such allegations, and on that basis deny each and every such
19 allegation. To the extent that the allegations contained in paragraph 44 are directed to Epson
20 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

21 45. To the extent that the allegations contained in paragraph 45 of the Complaint are
22 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
23 form a belief as to the truth of such allegations, and on that basis deny each and every such
24 allegation. To the extent that the allegations contained in paragraph 45 are directed to Epson
25 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

26 46. To the extent that the allegations contained in paragraph 46 of the Complaint are
27 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
28 form a belief as to the truth of such allegations, and on that basis deny each and every such

1 allegation. To the extent that the allegations contained in paragraph 46 are directed to Epson
2 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

3 47. To the extent that the allegations contained in paragraph 47 of the Complaint are
4 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
5 form a belief as to the truth of such allegations, and on that basis deny each and every such
6 allegation. To the extent that the allegations contained in paragraph 47 are directed to Epson
7 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

8 48. To the extent that the allegations contained in paragraph 48 of the Complaint are
9 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
10 form a belief as to the truth of such allegations, and on that basis deny each and every such
11 allegation. To the extent that the allegations contained in paragraph 48 are directed to Epson
12 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

13 49. To the extent that the allegations contained in paragraph 49 of the Complaint are
14 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
15 form a belief as to the truth of such allegations, and on that basis deny each and every such
16 allegation. To the extent that the allegations contained in paragraph 49 are directed to Epson
17 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

18 50. Epson Defendants lack the knowledge or information sufficient to form a belief as
19 to the truth of the allegations contained in paragraph 50, and on that basis deny each and every
20 such allegation.

21 51. To the extent that the allegations contained in paragraph 51 of the Complaint are
22 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
23 form a belief as to the truth of such allegations, and on that basis deny each and every such
24 allegation. To the extent that the allegations contained in paragraph 51 are directed to Epson
25 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

26 52. Epson Defendants lack the knowledge or information sufficient to form a belief as
27 to the truth of the allegations contained in paragraph 52, and on that basis deny each and every
28 such allegation.

1 53. Epson Defendants lack the knowledge or information sufficient to form a belief as
2 to the truth of the allegations contained in paragraph 53, and on that basis deny each and every
3 such allegation.

4 54. Epson Defendants lack the knowledge or information sufficient to form a belief as
5 to the truth of the allegations contained in paragraph 54, and on that basis deny each and every
6 such allegation. To the extent that the allegations contained in paragraph 54 purport to
7 characterize documents produced in discovery, such documents speak for themselves and require
8 no further response.

9 55. To the extent that the allegations contained in paragraph 55 of the Complaint are
10 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
11 form a belief as to the truth of such allegations, and on that basis deny each and every such
12 allegation. To the extent that the allegations contained in paragraph 55 are directed to Epson
13 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

14 56. To the extent that the allegations contained in paragraph 56 of the Complaint are
15 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
16 form a belief as to the truth of such allegations, and on that basis deny each and every such
17 allegation. To the extent that the allegations contained in paragraph 56 are directed to Epson
18 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

19 57. To the extent that the allegations contained in paragraph 57 of the Complaint are
20 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
21 form a belief as to the truth of such allegations, and on that basis deny each and every such
22 allegation. To the extent that the allegations contained in paragraph 57 are directed to Epson
23 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

24 58. To the extent that the allegations contained in paragraph 58 of the Complaint are
25 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
26 form a belief as to the truth of such allegations, and on that basis deny each and every such
27 allegation. To the extent that the allegations contained in paragraph 58 are directed to Epson
28 Defendants, Epson Defendants deny each and every allegation contained in such paragraph,

1 except admit that EEA is a California corporation with a principal place of business at 2580
2 Orchard Parkway, San Jose, California.

3 59. The allegations contained in paragraph 59 of the Complaint purport to
4 characterize public statements by government authorities in Japan, Korea and the United States,
5 as well as public disclosures by LG Display, which public statements and public disclosures
6 speak for themselves as to their content and require no further response. To the extent any further
7 response may be deemed required to paragraph 59, Epson Defendants deny each and every
8 allegation contained in such paragraph.

9 60. The allegations contained in paragraph 60 of the Complaint purport to characterize
10 public news reports, which news reports speak for themselves as to their content and require no
11 further response.

12 61. To the extent that the allegations contained in paragraph 61 of the Complaint are
13 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
14 form a belief as to the truth of such allegations, and on that basis deny each and every such
15 allegation. To the extent that the allegations contained in paragraph 61 are directed to Epson
16 Defendants, Epson Defendants deny each and every allegation contained in such paragraph,
17 except admit that that EID entered a guilty plea as set forth in the publicly-filed Plea Agreement
18 in *United States v. Epson Imaging Devices Corporation*, N.D. Cal., No. 09-cr-0854, the contents
19 of which Plea Agreement speaks for itself.

20 62. To the extent that the allegations contained in paragraph 62 of the Complaint are
21 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
22 form a belief as to the truth of such allegations, and on that basis deny each and every such
23 allegation. To the extent that the allegations contained in paragraph 62 are directed to Epson
24 Defendants, Epson Defendants deny each and every allegation contained in such paragraph,
25 except admit that that EID entered a guilty plea as set forth in the publicly-filed Plea Agreement
26 in *United States v. Epson Imaging Devices Corporation*, N.D. Cal., No. 09-cr-0854, the contents
27 of which Plea Agreement speaks for itself.

1 63. Epson Defendants deny each and every allegation contained in the allegations
2 contained in paragraph 63, except admit that EEA re-sold LCD panels or modules containing
3 LCD panels manufactured overseas by EID.

4 64. To the extent that the allegations contained in paragraph 64 of the Complaint are
5 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
6 form a belief as to the truth of such allegations, and on that basis deny each and every such
7 allegation. To the extent that the allegations contained in paragraph 64 are directed to Epson
8 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

9 65. To the extent that the allegations contained in paragraph 65 of the Complaint are
10 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
11 form a belief as to the truth of such allegations, and on that basis deny each and every such
12 allegation. To the extent that the allegations contained in paragraph 65 are directed to Epson
13 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

14 66. To the extent that the allegations contained in paragraph 66 of the Complaint are
15 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
16 form a belief as to the truth of such allegations, and on that basis deny each and every such
17 allegation. To the extent that the allegations contained in paragraph 66 are directed to Epson
18 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

19 67. The allegations in paragraph 67 purport to characterize a publicly-filed indictment
20 returned against AU Optronics Corporation and AU Optronics Corporation America, Inc., which
21 indictments speak for themselves as to their contents and require no further response.

22 68. To the extent that the allegations contained in paragraph 68 of the Complaint are
23 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
24 form a belief as to the truth of such allegations, and on that basis deny each and every such
25 allegation. To the extent that the allegations contained in paragraph 68 are directed to Epson
26 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

27 69. To the extent that the allegations contained in paragraph 69 of the Complaint are
28 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to

1 form a belief as to the truth of such allegations, and on that basis deny each and every such
2 allegation. To the extent that the allegations contained in paragraph 69 are directed to Epson
3 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

4 70. To the extent that the allegations contained in paragraph 70 of the Complaint are
5 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
6 form a belief as to the truth of such allegations, and on that basis deny each and every such
7 allegation. To the extent that the allegations contained in paragraph 70 are directed to Epson
8 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

9 71. To the extent that the allegations contained in paragraph 71 of the Complaint are
10 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
11 form a belief as to the truth of such allegations, and on that basis deny each and every such
12 allegation. To the extent that the allegations contained in paragraph 71 are directed to Epson
13 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

14 72. The allegations in paragraph 72 purport to characterize a publicly-filed agreement
15 between the DOJ and Sharp Corporation, which agreement speaks for itself as to its contents and
16 requires no further response. To the extent that allegations contained in paragraph 72 of the
17 complaint are directed to other defendants, Epson Defendants lack the knowledge or information
18 sufficient to form a belief as to truth of such allegations, and on that basis deny each and every
19 such allegation. To the extent that the allegations contained in paragraph 72 are directed to Epson
20 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

21 73. The allegations in paragraph 73 purport to characterize a publicly-filed agreement
22 between the DOJ and LG Display, Co., Ltd., which agreement speaks for itself as to its contents
23 and requires no further response. To the extent that allegations contained in paragraph 73 of the
24 complaint are directed to other defendants, Epson Defendants lack the knowledge or information
25 sufficient to form a belief as to truth of such allegations, and on that basis deny each and every
26 such allegation. To the extent that the allegations contained in paragraph 73 are directed to Epson
27 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

1 74. The allegations in paragraph 74 purport to characterize a publicly-filed agreement
2 between the DOJ and C.S. Chung, which agreement speaks for itself as to its contents and
3 requires no further response.

4 75. The allegations in paragraph 75 purport to characterize a publicly-filed agreement
5 between the DOJ and Bock Kwon, which agreement speaks for itself as to its contents and
6 requires no further response.

7 76. The allegations in paragraph 76 purport to characterize a publicly-filed indictment
8 returned against Duk Mo Koo, which indictment speaks for itself as to its contents and requires
9 no further response.

10 77. The allegations in paragraph 77 purport to characterize a publicly-filed agreement
11 between the DOJ and Chunghwa Picture Tubes, Ltd., which agreement speaks for itself as to its
12 contents and requires no further response. To the extent that allegations contained in paragraph
13 77 of the complaint are directed to other defendants, Epson Defendants lack the knowledge or
14 information sufficient to form a belief as to truth of such allegations, and on that basis deny each
15 and every such allegation. To the extent that the allegations contained in paragraph 77 are
16 directed to Epson Defendants, Epson Defendants deny each and every allegation contained in
17 such paragraph.

18 78. The allegations in paragraph 78 purport to characterize a publicly-filed agreement
19 between the DOJ and two Chunghwa executives, which agreements speak for themselves as to
20 their contents and require no further response.

21 79. The allegations in paragraph 79 of the Complaint purport to characterize publicly-
22 filed indictments returned against two former Chunghwa executives, which indictments speak for
23 themselves as to their contents and require no further response.

24 80. The allegations in paragraph 80 purport to characterize a publicly-filed agreement
25 between the DOJ and HannStar Display Corporation, which agreement speaks for itself as to its
26 contents and requires no further response. To the extent that allegations contained in paragraph
27 80 of the complaint are directed to other defendants, Epson Defendants lack the knowledge or
28 information sufficient to form a belief as to truth of such allegations, and on that basis deny each

1 and every such allegation. To the extent that the allegations contained in paragraph 80 are
2 directed to Epson Defendants, Epson Defendants deny each and every allegation contained in
3 such paragraph.

4 81. The allegations in paragraph 81 purport to characterize a publicly-filed agreement
5 between the DOJ and Chi Mei Optoelectronics Corporation, which agreement speaks for itself as
6 to its contents and requires no further response. To the extent that allegations contained in
7 paragraph 81 of the complaint are directed to other defendants, Epson Defendants lack the
8 knowledge or information sufficient to form a belief as to truth of such allegations, and on that
9 basis deny each and every such allegation. To the extent that the allegations contained in
10 paragraph 81 are directed to Epson Defendants, Epson Defendants deny each and every allegation
11 contained in such paragraph.

12 82. The allegations in paragraph 82 purport to characterize a publicly-filed agreement
13 between the DOJ and Hitachi Displays Ltd., which agreement speaks for itself as to its contents
14 and requires no further response. To the extent that allegations contained in paragraph 82 of the
15 complaint are directed to other defendants, Epson Defendants lack the knowledge or information
16 sufficient to form a belief as to truth of such allegations, and on that basis deny each and every
17 such allegation. To the extent that the allegations contained in paragraph 82 are directed to Epson
18 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

19 83. To the extent that the allegations contained in paragraph 83 of the Complaint are
20 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
21 form a belief as to the truth of such allegations, and on that basis deny each and every such
22 allegation. To the extent that the allegations contained in paragraph 83 are directed to Epson
23 Defendants, Epson Defendants are not required to respond to the extent it does not contain any
24 allegation of fact, but rather states argument and legal conclusions. To the extent any further
25 response is required, Epson Defendants deny each and every allegation contained in such
26 paragraph.

27 84. To the extent that the allegations contained in paragraph 84 of the Complaint are
28 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to

1 form a belief as to the truth of such allegations, and on that basis deny each and every such
2 allegation. To the extent that the allegations contained in paragraph 84 are directed to Epson
3 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

4 85. To the extent that the allegations contained in paragraph 85 of the Complaint are
5 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
6 form a belief as to the truth of such allegations, and on that basis deny each and every such
7 allegation. To the extent that the allegations contained in paragraph 85 are directed to Epson
8 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

9 86. Answering the allegations contained in paragraph 86, plaintiff purports to
10 characterize documents produced in discovery, the contents of which document or documents
11 speak for themselves and require no further response. To the extent any further response is
12 required, Epson Defendants deny each and every allegation contained in such paragraph.

13 87. With respect to paragraph 87 of the Complaint, Epson Defendants are not required
14 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
15 To the extent that any further response may be deemed required to such allegations, Epson
16 Defendants deny each and every allegation contained in paragraph 7 of the Complaint, except
17 admit that EID entered a guilty plea as set forth in the publicly-filed Plea Agreement in *United*
18 *States v. Epson Imaging Devices Corporation*, N.D. Cal., No. 09-cr-0854, the contents of which
19 Plea Agreement speaks for itself; and admit that the DOJ reached agreements with LG Display
20 Co. Ltd., LG Display America, Inc., Sharp Corporation, Chunghwa Picture Tubes, Ltd., Chi Mei
21 Optoelectronics Corporation, and HannStar Display Corporation to plead guilty, the contents of
22 which agreements speak for themselves.

23 88. To the extent that the allegations contained in paragraph 88 of the Complaint are
24 directed to other defendants, Epson Defendants lack the knowledge or information sufficient to
25 form a belief as to the truth of such allegations, and on that basis deny each and every such
26 allegation. To the extent that the allegations contained in paragraph 88 are directed to Epson
27 Defendants, Epson Defendants deny each and every allegation contained in such paragraph.

1 89. With respect to paragraph 89 of the Complaint, Epson Defendants are not required
2 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
3 To the extent that the allegations contained in paragraph 89 of the Complaint are directed to other
4 defendants, Epson Defendants lack the knowledge or information sufficient to form a belief as to
5 the truth of such allegations, and on that basis deny each and every such allegation. To the extent
6 that the allegations contained in paragraph 89 are directed to Epson Defendants, Epson
7 Defendants deny each and every allegation contained in such paragraph.

8 90. With respect to paragraph 90 of the Complaint, Epson Defendants are not required
9 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
10 To the extent that the allegations contained in paragraph 90 of the Complaint are directed to other
11 defendants, Epson Defendants lack the knowledge or information sufficient to form a belief as to
12 the truth of such allegations, and on that basis deny each and every such allegation. To the extent
13 that the allegations contained in paragraph 90 are directed to Epson Defendants, Epson
14 Defendants deny each and every allegation contained in such paragraph.

15 91. With respect to paragraph 91 of the Complaint, Epson Defendants are not required
16 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
17 To the extent that the allegations contained in paragraph 91 of the Complaint are directed to other
18 defendants, Epson Defendants lack the knowledge or information sufficient to form a belief as to
19 the truth of such allegations, and on that basis deny each and every such allegation. To the extent
20 that the allegations contained in paragraph 91 are directed to Epson Defendants, Epson
21 Defendants deny each and every allegation contained in such paragraph.

22 92. With respect to paragraph 92 of the Complaint, Epson Defendants are not required
23 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
24 To the extent that the allegations contained in paragraph 92 of the Complaint are directed to other
25 defendants, Epson Defendants lack the knowledge or information sufficient to form a belief as to
26 the truth of such allegations, and on that basis deny each and every such allegation. To the extent
27 that the allegations contained in paragraph 92 are directed to Epson Defendants, Epson
28 Defendants deny each and every allegation contained in such paragraph.

1 93. With respect to paragraph 93 of the Complaint, Epson Defendants are not required
2 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
3 To the extent that the allegations contained in paragraph 93 of the Complaint are directed to other
4 defendants, Epson Defendants lack the knowledge or information sufficient to form a belief as to
5 the truth of such allegations, and on that basis deny each and every such allegation. To the extent
6 that the allegations contained in paragraph 93 are directed to Epson Defendants, Epson
7 Defendants deny each and every allegation contained in such paragraph.

8 94. With respect to paragraph 94 of the Complaint, Epson Defendants are not required
9 to respond because it does not contain any allegation of fact, but rather states legal conclusions.
10 To the extent that the allegations contained in paragraph 94 of the Complaint are directed to other
11 defendants, Epson Defendants lack the knowledge or information sufficient to form a belief as to
12 the truth of such allegations, and on that basis deny each and every such allegation. To the extent
13 that the allegations contained in paragraph 94 are directed to Epson Defendants, Epson
14 Defendants deny each and every allegation contained in such paragraph.

15 95. With respect to paragraph 95 of the Complaint, Epson Defendants are not required
16 to respond because it does not contain any allegations of fact, but rather consists of plaintiff's
17 characterizations of its motivations and its claims. Further responding to paragraph 95 of the
18 Complaint, Epson Defendants are not required to respond because it does not contain any
19 allegations of fact, but rather states legal conclusions. To the extent that the allegations contained
20 in paragraph 95 of the Complaint are directed to other defendants, Epson Defendants lack the
21 knowledge or information sufficient to form a belief as to the truth of such allegations, and on
22 that basis deny each and every such allegation. To the extent that the allegations contained in
23 paragraph 95 are directed to Epson Defendants, Epson Defendants deny each and every allegation
24 contained in such paragraph.

25 96. Answering the allegations contained in paragraph 96 of the Complaint, Epson
26 Defendants restate and reincorporate as if fully set forth herein each of the several responses set
27 forth above to each and every allegation contained in paragraphs 1 through 95, inclusive, of the
28 Complaint.

1 97. With respect to paragraph 97 of the Complaint, Epson Defendants are not required
2 to respond because it does not contain any allegation of fact, but rather consists of arguments and
3 conclusions of law. To the extent that any response may be deemed required to any allegation in
4 paragraph 97 of the Complaint directed to other defendants, Epson Defendants lack knowledge or
5 information sufficient to form a belief as to the truth of the allegations, and on that basis deny
6 each and every such allegation. To the extent that the allegations contained in paragraph 97 of
7 the Complaint are directed to Epson Defendants, Epson Defendants deny each and every
8 allegation contained in such paragraph, except admit that EID entered a guilty plea as set forth in
9 the publicly-filed Plea Agreement in *United States v. Epson Imaging Devices Corporation*, N.D.
10 Cal., No. 09-cr-0854, the contents of which Plea Agreement speaks for itself and requires no
11 further response.

12 98. With respect to paragraph 98 of the Complaint, Epson Defendants are not required
13 to respond because it does not contain any allegation of fact, but rather consists of arguments and
14 conclusions of law. To the extent that any response may be deemed required to any allegation in
15 paragraph 98 of the Complaint directed to other defendants, Epson Defendants lack knowledge or
16 information sufficient to form a belief as to the truth of the allegations, and on that basis deny
17 each and every such allegation. To the extent that the allegations contained in paragraph 98 of
18 the Complaint are directed to Epson Defendants, Epson Defendants deny each and every
19 allegation contained in such paragraph.

20 99. With respect to paragraph 99 of the Complaint, Epson Defendants are not required
21 to respond because it does not contain any allegation of fact, but rather consists of arguments and
22 conclusions of law. To the extent that any response may be deemed required to any allegation in
23 paragraph 99 of the Complaint directed to other defendants, Epson Defendants lack knowledge or
24 information sufficient to form a belief as to the truth of the allegations, and on that basis deny
25 each and every such allegation. To the extent that the allegations contained in paragraph 99 of
26 the Complaint are directed to Epson Defendants, Epson Defendants deny each and every
27 allegation contained in such paragraph.

1 100. With respect to paragraph 100 of the Complaint, Epson Defendants are not
2 required to respond because it does not contain any allegation of fact, but rather consists of
3 arguments and conclusions of law. To the extent that any response may be deemed required to
4 any allegation in paragraph 100 of the Complaint directed to other defendants, Epson Defendants
5 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
6 that basis deny each and every such allegation. To the extent that the allegations contained in
7 paragraph 100 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
8 and every allegation contained in such paragraph.

9 101. With respect to paragraph 101 of the Complaint, Epson Defendants are not
10 required to answer because it does not contain any allegation of fact, but rather consists of
11 arguments and conclusions of law. To the extent that any response may be deemed required to
12 any allegation in paragraph 101 of the Complaint directed to other defendants, Epson Defendants
13 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
14 that basis deny each and every such allegation. To the extent that the allegations contained in
15 paragraph 101 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
16 and every allegation contained in such paragraph.

17 102. Answering the allegations contained in paragraph 102 of the Complaint, Epson
18 Defendants restate and reincorporate as if fully set forth herein each of the several responses set
19 forth above to each and every allegation contained in paragraphs 1 through 101, inclusive, of the
20 Complaint.

21 103. With respect to paragraph 103 of the Complaint, Epson Defendants are not
22 required to respond because it does not contain any allegation of fact, but rather consists of
23 arguments and conclusions of law. To the extent that any response may be deemed required to
24 any allegation in paragraph 103 of the Complaint directed to other defendants, Epson Defendants
25 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
26 that basis deny each and every such allegation. To the extent that the allegations contained in
27 paragraph 103 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
28 and every allegation contained in such paragraph, except admit that EID entered a guilty plea as

1 set forth in the publicly-filed Plea Agreement in *United States v. Epson Imaging Devices*
2 *Corporation*, N.D. Cal., No. 09-cr-0854, the contents of which Plea Agreement speaks for itself
3 and requires no further response.

4 104. With respect to paragraph 104 of the Complaint, Epson Defendants are not
5 required to respond because it does not contain any allegation of fact, but rather states legal
6 conclusions. To the extent that any further response may be deemed required to such allegations,
7 Epson Defendants deny each and every allegation contained in paragraph 104 of the Complaint,
8 except admit that EEA is a California corporation with a principal place of business at 2580
9 Orchard Parkway, San Jose, California , that EID entered a guilty plea as set forth in the publicly-
10 filed Plea Agreement in *United States v. Epson Imaging Devices Corporation*, N.D. Cal., No. 09-
11 cr-0854, the contents of which Plea Agreement speaks for itself; and admit that the DOJ reached
12 agreements with LG Display Co. Ltd., LG Display America, Inc., Sharp Corporation, Chunghwa
13 Picture Tubes, Ltd., Chi Mei Optoelectronics Corporation, and HannStar Display Corporation to
14 plead guilty, the contents of which agreements speak for themselves.

15 105. With respect to paragraph 105 of the Complaint, Epson Defendants are not
16 required to answer because it does not contain any allegation of fact, but rather consists of
17 arguments and conclusions of law. To the extent that any response may be deemed required to
18 any allegation in paragraph 105 of the Complaint directed to other defendants, Epson Defendants
19 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
20 that basis deny each and every such allegation. To the extent that the allegations contained in
21 paragraph 105 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
22 and every allegation contained in such paragraph.

23 106. With respect to paragraph 106 of the Complaint, Epson Defendants are not
24 required to answer because it does not contain any allegation of fact, but rather consists of
25 arguments and conclusions of law. To the extent that any response may be deemed required to
26 any allegation in paragraph 106 of the Complaint directed to other defendants, Epson Defendants
27 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
28 that basis deny each and every such allegation. To the extent that the allegations contained in

1 paragraph 106 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
2 and every allegation contained in such paragraph.

3 107. With respect to paragraph 107 of the Complaint, Epson Defendants are not
4 required to answer because it does not contain any allegation of fact, but rather consists of
5 arguments and conclusions of law. To the extent that any response may be deemed required to
6 any allegation in paragraph 107 of the Complaint directed to other defendants, Epson Defendants
7 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
8 that basis deny each and every such allegation. To the extent that the allegations contained in
9 paragraph 107 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
10 and every allegation contained in such paragraph.

11 108. With respect to paragraph 108 of the Complaint, Epson Defendants are not
12 required to answer because it does not contain any allegation of fact, but rather consists of
13 arguments and conclusions of law. To the extent that any response may be deemed required to
14 any allegation in paragraph 108 of the Complaint directed to other defendants, Epson Defendants
15 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
16 that basis deny each and every such allegation. To the extent that the allegations contained in
17 paragraph 108 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
18 and every allegation contained in such paragraph.

19 109. With respect to paragraph 109 of the Complaint, Epson Defendants are not
20 required to answer because it does not contain any allegation of fact, but rather consists of
21 arguments and conclusions of law. To the extent that any response may be deemed required to
22 any allegation in paragraph 109 of the Complaint directed to other defendants, Epson Defendants
23 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
24 that basis deny each and every such allegation. To the extent that the allegations contained in
25 paragraph 109 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
26 and every allegation contained in such paragraph.

27 110. Answering the allegations contained in paragraph 110 of the Complaint, Epson
28 Defendants restate and reincorporate as if fully set forth herein each of the several responses set

1 forth above to each and every allegation contained in paragraphs 1 through 109, inclusive, of the
2 Complaint.

3 111. With respect to paragraph 111 of the Complaint, Epson Defendants are not
4 required to answer because it does not contain any allegation of fact, but rather consists of
5 arguments and conclusions of law. To the extent that any response may be deemed required to
6 any allegation in paragraph 111 of the Complaint directed to other defendants, Epson Defendants
7 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
8 that basis deny each and every such allegation. To the extent that the allegations contained in
9 paragraph 111 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
10 and every allegation contained in such paragraph.

11 112. Epson Defendants lack the knowledge or information sufficient to form a belief as
12 to the truth of the allegations contained in paragraph 112, and on that basis deny each and every
13 such allegation.

14 113. With respect to paragraph 113 of the Complaint, Epson Defendants are not
15 required to answer because it does not contain any allegation of fact, but rather consists of
16 arguments and conclusions of law. To the extent that any response may be deemed required to
17 any allegation in paragraph 113 of the Complaint directed to other defendants, Epson Defendants
18 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
19 that basis deny each and every such allegation. To the extent that the allegations contained in
20 paragraph 113 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
21 and every allegation contained in such paragraph.

22 114. With respect to paragraph 114 of the Complaint, Epson Defendants are not
23 required to answer because it does not contain any allegation of fact, but rather consists of
24 arguments and conclusions of law. To the extent that any response may be deemed required to
25 any allegation in paragraph 114 of the Complaint directed to other defendants, Epson Defendants
26 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
27 that basis deny each and every such allegation. To the extent that the allegations contained in
28

1 paragraph 114 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
2 and every allegation contained in such paragraph.

3 115. With respect to paragraph 115 of the Complaint, Epson Defendants are not
4 required to answer because it does not contain any allegation of fact, but rather consists of
5 arguments and conclusions of law. To the extent that any response may be deemed required to
6 any allegation in paragraph 115 of the Complaint directed to other defendants, Epson Defendants
7 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
8 that basis deny each and every such allegation. To the extent that the allegations contained in
9 paragraph 115 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
10 and every allegation contained in such paragraph.

11 116. With respect to paragraph 116 of the Complaint, Epson Defendants are not
12 required to answer because it does not contain any allegation of fact, but rather consists of
13 arguments and conclusions of law. To the extent that any response may be deemed required to
14 any allegation in paragraph 116 of the Complaint directed to other defendants, Epson Defendants
15 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
16 that basis deny each and every such allegation. To the extent that the allegations contained in
17 paragraph 116 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
18 and every allegation contained in such paragraph.

19 117. With respect to paragraph 117 of the Complaint, Epson Defendants are not
20 required to answer because it does not contain any allegation of fact, but rather consists of
21 arguments and conclusions of law. To the extent that any response may be deemed required to
22 any allegation in paragraph 117 of the Complaint directed to other defendants, Epson Defendants
23 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
24 that basis deny each and every such allegation. To the extent that the allegations contained in
25 paragraph 117 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
26 and every allegation contained in such paragraph.

27 118. Answering the allegations contained in paragraph 118 of the Complaint, Epson
28 Defendants restate and reincorporate as if fully set forth herein each of the several responses set

1 forth above to each and every allegation contained in paragraphs 1 through 117, inclusive, of the
2 Complaint.

3 119. With respect to paragraph 119 of the Complaint, Epson Defendants are not
4 required to answer because it does not contain any allegation of fact, but rather consists of
5 arguments and conclusions of law. To the extent that any response may be deemed required to
6 any allegation in paragraph 119 of the Complaint directed to other defendants, Epson Defendants
7 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
8 that basis deny each and every such allegation. To the extent that the allegations contained in
9 paragraph 119 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
10 and every allegation contained in such paragraph.

11 120. With respect to paragraph 120 of the Complaint, Epson Defendants are not
12 required to answer because it does not contain any allegation of fact, but rather consists of
13 arguments and conclusions of law. To the extent that any response may be deemed required to
14 any allegation in paragraph 120 of the Complaint directed to other defendants, Epson Defendants
15 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
16 that basis deny each and every such allegation. To the extent that the allegations contained in
17 paragraph 120 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
18 and every allegation contained in such paragraph.

19 121. Epson Defendants lack the knowledge or information sufficient to form a belief as
20 to the truth of the allegations contained in paragraph 121, and on that basis deny each and every
21 such allegation.

22 122. With respect to paragraph 122 of the Complaint, Epson Defendants are not
23 required to answer because it does not contain any allegation of fact, but rather consists of
24 arguments and conclusions of law. To the extent that any response may be deemed required to
25 any allegation in paragraph 122 of the Complaint directed to other defendants, Epson Defendants
26 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
27 that basis deny each and every such allegation. To the extent that the allegations contained in
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1 paragraph 122 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
2 and every allegation contained in such paragraph.

3 123. Answering the allegations contained in paragraph 123 of the Complaint, Epson
4 Defendants restate and reincorporate as if fully set forth herein each of the several responses set
5 forth above to each and every allegation contained in paragraphs 1 through 122, inclusive, of the
6 Complaint.

7 124. With respect to paragraph 124 of the Complaint, Epson Defendants are not
8 required to answer because it does not contain any allegation of fact, but rather consists of
9 arguments and conclusions of law. To the extent that any response may be deemed required to
10 any allegation in paragraph 124 of the Complaint directed to other defendants, Epson Defendants
11 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
12 that basis deny each and every such allegation. To the extent that the allegations contained in
13 paragraph 124 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
14 and every allegation contained in such paragraph.

15 125. With respect to paragraph 125 of the Complaint, Epson Defendants are not
16 required to answer because it does not contain any allegation of fact, but rather consists of
17 arguments and conclusions of law. To the extent that any response may be deemed required to
18 any allegation in paragraph 125 of the Complaint directed to other defendants, Epson Defendants
19 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
20 that basis deny each and every such allegation. To the extent that the allegations contained in
21 paragraph 125 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
22 and every allegation contained in such paragraph.

23 126. With respect to paragraph 126 of the Complaint, Epson Defendants are not
24 required to answer because it does not contain any allegation of fact, but rather consists of
25 arguments and conclusions of law. To the extent that any response may be deemed required to
26 any allegation in paragraph 126 of the Complaint directed to other defendants, Epson Defendants
27 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
28 that basis deny each and every such allegation. To the extent that the allegations contained in

1 paragraph 126 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
2 and every allegation contained in such paragraph.

3 127. Epson Defendants lack the knowledge or information sufficient to form a belief as
4 to the truth of the allegations contained in paragraph 127, and on that basis deny each and every
5 such allegation.

6 128. With respect to paragraph 128 of the Complaint, Epson Defendants are not
7 required to answer because it does not contain any allegation of fact, but rather consists of
8 arguments and conclusions of law. To the extent that any response may be deemed required to
9 any allegation in paragraph 128 of the Complaint directed to other defendants, Epson Defendants
10 lack knowledge or information sufficient to form a belief as to the truth of the allegations, and on
11 that basis deny each and every such allegation. To the extent that the allegations contained in
12 paragraph 128 of the Complaint are directed to Epson Defendants, Epson Defendants deny each
13 and every allegation contained in such paragraph.

14 129. Epson Defendants deny each and every allegation contained in the *ad damnum*
15 clause of the Complaint and deny each and every allegation contained in the Complaint to the
16 extent that a response has not been provided herein.

17 **ADDITIONAL DEFENSES**

18 1. As additional defenses to the Complaint, Epson Defendants state, without
19 assuming any burden of pleading or proof that would otherwise rest with the plaintiff, as follows:

20 **FIRST ADDITIONAL DEFENSE**

21 (Lack of Subject Matter Jurisdiction)

22 2. The conduct alleged to provide a basis for the plaintiff's claims did not have a
23 direct, substantial, and reasonably foreseeable effect on trade or commerce with the United States.
24 The Court therefore lacks subject matter jurisdiction over the plaintiff's claims.

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SECOND ADDITIONAL DEFENSE

(Failure to State a Claim)

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

THIRD ADDITIONAL DEFENSE

(Failure to Plead Fraud Particularly; Fed.R.Civ.P. 9(b))

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

FOURTH ADDITIONAL DEFENSE

(Forum Non Conveniens)

5. The complaint should be dismissed on the grounds of forum non conveniens.

FIFTH ADDITIONAL DEFENSE

(Improper Forum/Arbitration)

6. Plaintiff's claims against Epson Defendants are barred to the extent that it has agreed to arbitration or chosen a different forum for the resolution of their claims.

SIXTH ADDITIONAL DEFENSE

(Lack of Standing)

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

SEVENTH ADDITIONAL DEFENSE

(Lack of Standing – Indirect Purchasers)

8. Plaintiff's claims are barred, in whole or in part, to the extent that it did not purchase LCD panels or LCD products directly from defendants, because it is an indirect purchaser and barred from maintaining an action under 15 U.S.C. § 1 for alleged injuries in that capacity.

EIGHTH ADDITIONAL DEFENSE

(Lack of Antitrust Injury)

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

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NINTH ADDITIONAL DEFENSE

(Statute of Limitations)

10. Plaintiff’s claims are barred, in whole or in part, by applicable statutes of limitations, including but not limited to Section 4B of the Clayton Act (15 U.S.C. § 15b) and the applicable statute of limitations under the laws of the State of Illinois.

TENTH ADDITIONAL DEFENSE

(Waiver)

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

ELEVENTH ADDITIONAL DEFENSE

(Estoppel)

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

TWELFTH ADDITIONAL DEFENSE

(Laches)

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

THIRTEENTH ADDITIONAL DEFENSE

(No Act by Epson Defendants)

14. Plaintiff’s claims are barred, in whole or in part, because plaintiff has not been injured in its business or property by reason of any action by Epson Defendants.

FOURTEENTH ADDITIONAL DEFENSE

(Intervening Conduct)

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

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FIFTEENTH ADDITIONAL DEFENSE

(Ultra Vires)

16. To the extent that any actionable conduct occurred, plaintiff's claims against Epson Defendants are barred because all such conduct would have been committed by individuals acting ultra vires.

SIXTEENTH ADDITIONAL DEFENSE

(Speculative Damages)

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

SEVENTEENTH ADDITIONAL DEFENSE

(Failure to Mitigate Damages)

18. Plaintiff's claims are barred from recovery of any damages because of and to the extent of its failure to mitigate damages.

EIGHTEENTH ADDITIONAL DEFENSE

(Unilateral Action)

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

NINETEENTH ADDITIONAL DEFENSE

(Rule of Reason)

20. Plaintiff's claims are barred, in whole or in part, because any acts or practices by Epson Defendants that are the subject of the Complaint were adopted in furtherance of legitimate business interests of Epson Defendants and of its customers and do not unreasonably restrain competition.

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TWENTIETH ADDITIONAL DEFENSE

(Competition)

21. Plaintiff’s claims are barred, in whole or in part, because any acts or practices by Epson Defendants that are the subject of the Complaint were cost justified or otherwise economically justified and resulted from a good faith effort to meet competition or market conditions.

TWENTY-FIRST ADDITIONAL DEFENSE

(Privileged Conduct)

22. Plaintiff’s claims are barred, in whole or in part, as premised upon privileged conduct or actions by Epson Defendants.

TWENTY-SECOND ADDITIONAL DEFENSE

(Pass Through)

23. Plaintiff’s claims are barred, in whole or in part, because it fails to meet its burden of proving that it was damaged in fact by the conduct of which complaint is here made, including the burden of proving that any so-called overcharge was not absorbed in whole or in part by direct purchasers or by other third parties, and was passed through to the plaintiffs.

TWENTY-THIRD ADDITIONAL DEFENSE

(Pass On)

24. Plaintiff’s claims are barred, in whole or in part, because it fails to meet their burden of proving that it was damaged in fact by the conduct of which complaint is here made, including the burden of proving that any so-called overcharge was not passed on by plaintiff to a third party.

TWENTY-FOURTH ADDITIONAL DEFENSE

(Due Process)

25. Plaintiff’s claims are barred, in whole or in part, to the extent it seeks an improper multiple punitive award for a single wrong because such an award would violate Epson Defendants’ rights guaranteed by the Due Process clause of the Fifth Amendment of the United States Constitution.

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TWENTY-FIFTH ADDITIONAL DEFENSE

(Due Process)

26. Plaintiff’s claims are barred, in whole or in part, to the extent it seeks an improper multiple punitive award for a single wrong because such an award would violate Epson Defendants’ rights guaranteed by the Due Process clause of the Fourteenth Amendment of the United States Constitution.

TWENTY-SIXTH ADDITIONAL DEFENSE

(Equal Protection)

27. Plaintiff’s claims are barred, in whole or in part, to the extent it seeks an improper multiple punitive award for a single wrong because such an award would violate Epson Defendants’ rights guaranteed by the Equal Protection provision clause of the Fourteenth Amendment of the United States Constitution.

TWENTY-SEVENTH ADDITIONAL DEFENSE

(Double Jeopardy)

28. Plaintiff’s claims are barred, in whole or in part, to the extent it seeks an improper multiple punitive award for a single wrong because such an award would violate Epson Defendants’ rights guaranteed by the Double Jeopardy Clause of the Fifth Amendment of the United States Constitution.

TWENTY-EIGHTH ADDITIONAL DEFENSE

(Excessive Fines)

29. Plaintiff’s claims are barred, in whole or in part, to the extent it seeks an improper multiple punitive award for a single wrong because such an award would violate Epson Defendants’ rights guaranteed by the Excessive Fines provision of the Eighth Amendment of the United States Constitution.

TWENTY-NINTH ADDITIONAL DEFENSE

(Unconstitutional Multiplicity)

30. To the extent any recovery by the plaintiff would be duplicative of recovery by other plaintiffs and other lawsuits, subjecting Epson Defendants to the possibility of multiple

1 liability, such recovery is barred by the Fifth and Eighth Amendments to the United States
2 Constitution.

3 **THIRTIETH ADDITIONAL DEFENSE**

4 (Bar on Duplicative Recovery)

5 31. To the extent any recovery by the plaintiff would be duplicative of recovery by
6 other plaintiffs that are predecessors or successors to plaintiffs in the chain of distribution,
7 subjecting Epson Defendants to the possibility of multiple liability, such recovery is barred.

8 **THIRTY-FIRST ADDITIONAL DEFENSE**

9 (Release)

10 32. Plaintiff's claims are barred, in whole or in part, to the extent of any release or
11 compromise of such claims between the parties.

12 **THIRTY-SECOND ADDITIONAL DEFENSE**

13 (Accord and Satisfaction)

14 33. Plaintiff's claims are barred, in whole or in part, by the doctrine of accord and
15 satisfaction.

16 **THIRTY-THIRD ADDITIONAL DEFENSE**

17 (Failure of Consideration)

18 34. Plaintiff's claims are barred, in whole or in part, as a result of a failure of
19 consideration.

20 **THIRTY-FOURTH ADDITIONAL DEFENSE**

21 (Illegality of Contract)

22 35. Plaintiff's claims are barred, in whole or in part, by the doctrine of illegality of
23 contract.

24 **THIRTY-FIFTH ADDITIONAL DEFENSE**

25 (Statute of Frauds)

26 36. Plaintiff's claims are barred, in whole or in part, by Statute of Frauds.
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THIRTY-SIXTH ADDITIONAL DEFENSE

(Fraud)

37. Plaintiff's claims are barred, in whole or in part, to the extent the plaintiff induced Epson Defendants into entering contracts based on fraud.

THIRTY-SEVENTH ADDITIONAL DEFENSE

(Mistake of Fact)

38. Plaintiff's claims are barred, in whole or in part, by reason of the doctrine of mistake of fact.

THIRTY-EIGHTH ADDITIONAL DEFENSE

(Duress)

39. Plaintiff's claims are barred, in whole or in part, by reason of duress.

THIRTY-NINTH ADDITIONAL DEFENSE

(Setoff)

40. To the extent that plaintiff has outstanding obligations to Epson Defendants, its claims are barred or reduced.

FORTIETH ADDITIONAL DEFENSE

(Incorporation of Defenses of Others)

41. Epson Defendants adopt by reference any applicable defense pleaded by any other defendant not otherwise expressly set forth herein.

FORTY-FIRST ADDITIONAL DEFENSE

(Reservation of Other Defenses)

42. Epson Defendants reserve the right to assert other defenses as this action proceeds up to and including the time of trial.

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WHEREFORE, Epson Defendants pray any claims set forth in the Complaint be dismissed with prejudice, that Epson Defendants be awarded their costs in defending this action, and that Epson Defendants be granted such other relief as the court deems just in the premises.

Dated: September 23, 2011

MELVIN R. GOLDMAN
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DEREK F. FORAN
MORRISON & FOERSTER LLP

By: /s/ Stephen P. Freccero
STEPHEN P. FRECCERO

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Epson Imaging Devices Corporation
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