

1 SHEPPARD MULLIN RICHTER & HAMPTON LLP  
 A Limited Liability Partnership  
 2 Including Professional Corporations  
 GARY L. HALLING, Cal. Bar No. 66087  
 3 JAMES L. MCGINNIS, Cal. Bar No. 95788  
 MICHAEL W. SCARBOROUGH, Cal. Bar No. 203524  
 4 MONA SOLOUKI, Cal. Bar No. 215145  
 TYLER M. CUNNINGHAM, Cal. Bar No. 243694  
 5 Four Embarcadero Center, 17<sup>th</sup> Floor  
 San Francisco, California 94111-4106  
 6 Telephone: 415-434-9100  
 Facsimile: 415-434-3947  
 7 E-mail: [ghalling@sheppardmullin.com](mailto:ghalling@sheppardmullin.com)  
[jmcginnis@sheppardmullin.com](mailto:jmcginnis@sheppardmullin.com)  
 8 [mscarborough@sheppardmullin.com](mailto:mscarborough@sheppardmullin.com)  
[msolouki@sheppardmullin.com](mailto:msolouki@sheppardmullin.com)  
 9 [tcunningham@sheppardmullin.com](mailto:tcunningham@sheppardmullin.com)

10 ERIC S. O'CONNOR, Cal. Bar. No. 223244  
 30 Rockefeller Plaza  
 11 New York, New York 10112-0015  
 Telephone: 212-653-8700  
 12 Facsimile: 212-653-8701  
 E-mail: [eoconnor@sheppardmullin.com](mailto:eoconnor@sheppardmullin.com)

13 Attorneys for Defendants  
 14 SAMSUNG SDI CO., LTD. and  
 SAMSUNG SDI AMERICA, INC.

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

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

MDL FILE NO. 3:07-md-1827-SI  
 CASE NO. 3:11-cv-02591-SI;

21 This Document Relates to:  
 22 T-MOBILE U.S.A., INC..  
 23 Plaintiff,  
 24 vs.  
 25 AU OPTRONICS CORPORATION, et al.,  
 26 Defendants.

**ANSWER OF DEFENDANTS  
 SAMSUNG SDI CO., LTD. AND  
 SAMSUNG SDI AMERICA, INC. TO  
 PLAINTIFF'S AMENDED  
 COMPLAINT**

Trial Date: None set

1 Defendants Samsung SDI Co., Ltd. ("SDI Co.") and Samsung SDI America,  
2 Inc. ("SDIA") (collectively "Samsung SDI"), by and through their undersigned counsel of  
3 record, answer the Amended Complaint ("Complaint") by Plaintiff T-Mobile U.S.A., Inc.  
4 ("Plaintiff") and allege additional or affirmative defenses as follows. Samsung SDI denies  
5 each and every allegation in the Complaint's section headings and in all portions of the  
6 Complaint not contained in numbered paragraphs. To the extent that the Complaint's  
7 allegations concern persons and/or entities other than Samsung SDI, Samsung SDI denies  
8 that such allegations support any claim for relief against Samsung SDI.

9 Samsung SDI responds to the Complaint in accordance with the Court's  
10 February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), in  
11 which, *inter alia*, the Court dismissed without leave to amend all of Plaintiff's state law  
12 claims, specifically Plaintiff's claims under California's Cartwright Act, California's Unfair  
13 Competition Law, and New York's Donnelly Act.

14 **A. Introduction**

15 1. Samsung SDI lacks knowledge or information sufficient to form a  
16 belief as to the truth of the allegations of Paragraph 1, and therefore denies them.

17 2. To the extent that the allegations of Paragraph 2 relate to other  
18 defendants, third parties, or Plaintiff, Samsung SDI lacks knowledge or information  
19 sufficient to form a belief as to their truth, and therefore denies them. To the extent the  
20 allegations of Paragraph 2 relate to Samsung SDI, Samsung SDI denies all of those  
21 allegations.

22 3. To the extent that the allegations of Paragraph 3 are definitional,  
23 Samsung SDI avers that no response is required. To the extent that a response is required  
24 and to the extent the allegations of Paragraph 3 relate to other defendants, Samsung SDI  
25 lacks knowledge or information sufficient to form a belief as to their truth, and therefore  
26 denies them. To the extent that a response is required as to matters relating to Samsung  
27 SDI, Samsung SDI denies all of the allegations of Paragraph 3, with the exception of  
28 matters specifically admitted herein as follows. Samsung SDI admits that Plaintiff

1 purports to refer to (i) "thin film transistor panels" as "TFT-LCD panels"; (ii) "super-twist  
2 nematic panels" as "STN-LCD Panels"; (iii) "color super-twist nematic panels" as "CSTN-  
3 LCD panels"; and (iv) "monochrome super-twist nematic panels" as "MSTN-LCD panels".

4           4.       To the extent that the allegations of Paragraph 4 relate to other  
5 defendants or Plaintiff, Samsung SDI lacks knowledge or information sufficient to form a  
6 belief as to their truth, and therefore denies them. To the extent the allegations of  
7 Paragraph 4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

8           5.       With the exception of matters specifically admitted herein as follows,  
9 Samsung SDI lacks knowledge or information sufficient to form a belief as to the truth of  
10 the allegations of Paragraph 5, and therefore denies them. Samsung SDI admits that LG  
11 Display Co., Ltd.; LG Display America, Inc.; Sharp Corporation; Chunghwa Picture  
12 Tubes, Ltd.; Epson Imaging Devices Corporation; Chi Mei Optoelectronics Corporation;  
13 and HannStar Display Corporation entered into plea agreements with the Department of  
14 Justice ("DOJ"), the terms of which are matters of public record.

15           6.       To the extent the allegations of Paragraph 6 relate to Samsung SDI,  
16 Samsung SDI denies all of those allegations, with the exception of matters specifically  
17 admitted herein as follows. Samsung SDI admits that SDIA maintains an office in Irvine,  
18 California. To the extent the allegations of Paragraph 6 relate to other defendants,  
19 Samsung SDI lacks knowledge or information sufficient to form a belief as to their truth,  
20 and therefore denies them, with the exception of matters specifically admitted herein as  
21 follows. Samsung SDI admits that LG Display Co., Ltd.; LG Display America, Inc.; Sharp  
22 Corporation; Chunghwa Picture Tubes, Ltd.; Epson Imaging Devices Corporation; and Chi  
23 Mei Optoelectronics Corporation entered into plea agreements with the DOJ, the terms of  
24 which are matters of public record. Further, in light of the February 6, 2012 Order Re:  
25 Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining claims  
26 against Samsung SDI under the laws of California.

27           7.       To the extent the allegations of Paragraph 7 relate to other defendants,  
28 Samsung SDI lacks knowledge or information sufficient to form a belief as to their truth,

1 and therefore denies them. To the extent the allegations of Paragraph 7 relate to Samsung  
2 SDI, Samsung SDI denies all of those allegations. Further, in light of the February 6, 2012  
3 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no  
4 remaining claims against Samsung SDI under the laws of California.

5           8. To the extent the allegations of Paragraph 8 relate to other defendants,  
6 Samsung SDI lacks knowledge or information sufficient to form a belief as to their truth,  
7 and therefore denies them. To the extent the allegations of Paragraph 8 relate to Samsung  
8 SDI, Samsung SDI denies all of those allegations, with the exception of matters  
9 specifically admitted herein as follows. Samsung SDI admits that Plaintiff purports to  
10 bring this action to obtain damages, although Samsung SDI denies that Plaintiff has  
11 sufficiently stated any claims for relief or that Plaintiff has suffered any injury or damages  
12 as a result of any alleged conduct by Samsung SDI.

13           9. Samsung SDI admits that Plaintiff purports to bring this action to  
14 obtain the listed forms of relief and purports to invoke the cited statutory provisions.  
15 Samsung SDI otherwise denies the allegations of Paragraph 9. Further, in light of the  
16 February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786),  
17 there are no remaining claims against Samsung SDI under the laws of California or New  
18 York.

19           **B. Allegations Concerning Jurisdiction and Venue**

20           10. Samsung SDI admits that Plaintiff purports to bring this action to  
21 obtain the listed forms of relief and purports to invoke the cited statutory provisions.  
22 Samsung SDI otherwise denies the allegations of Paragraph 10.

23           11. Samsung SDI admits that Plaintiff purports to bring this action to  
24 obtain the listed forms of relief and purports to invoke the cited statutory provisions.  
25 Samsung SDI otherwise denies the allegations of Paragraph 11. Further, in light of the  
26 February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786),  
27 there are no remaining claims against Samsung SDI under the laws of California or New  
28 York.

1           12. To the extent the allegations of Paragraph 12 constitute legal  
2 contentions and/or conclusions, Samsung SDI avers that no response is required. To the  
3 extent a response is required, Samsung SDI denies all of the allegations of Paragraph 12.  
4 Further, in light of the February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL  
5 1827, dkt. 4786), there are no remaining claims against Samsung SDI under the laws of  
6 California or New York.

7           13. Samsung SDI avers that the allegations of Paragraph 13 regarding  
8 jurisdiction constitute legal contentions and/or conclusions to which no response is  
9 required. To the extent that a response is required, and to the extent that allegations of  
10 Paragraph 13 relate to Samsung SDI, Samsung SDI denies all of the allegations of  
11 Paragraph 13, with the exception of matters specifically admitted herein as follows.  
12 Samsung SDI admits that SDIA did business in California during at least portions of the  
13 alleged period. To the extent the allegations of Paragraph 13 relate to other defendants,  
14 Samsung SDI lacks knowledge or information sufficient to form a belief as to the truth of  
15 those allegations, and therefore denies them.

16           14. Samsung SDI avers that the allegations of Paragraph 14 regarding  
17 venue constitute legal contentions and/or conclusions to which no response is required. To  
18 the extent that a response is required, and to the extent that allegations of Paragraph 14  
19 relate to Samsung SDI, Samsung SDI denies all of the allegations of Paragraph 14, with  
20 the exception of matters specifically admitted herein as follows. Samsung SDI admits that  
21 SDIA did business in California during at least portions of the alleged period. To the  
22 extent the allegations of Paragraph 14 relate to other defendants, Samsung SDI lacks  
23 knowledge or information sufficient to form a belief as to the truth of those allegations,  
24 and therefore denies them.

25           15. To the extent the allegations of Paragraph 15 constitute legal  
26 contentions and/or conclusions, Samsung SDI avers that no response is required. To the  
27 extent a response is required, Samsung SDI denies all of the allegations of Paragraph 15.  
28 Further, in light of the February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL

1 1827, dkt. 4786), there are no remaining claims against Samsung SDI under the laws of  
2 California or New York.

3           16. Samsung SDI avers that the allegations of Paragraph 16 constitute  
4 legal contentions and/or conclusions to which no response is required. To the extent that a  
5 response is required, Samsung SDI denies all of the allegations of Paragraph 16.

6           **C. Allegations Concerning Definitions**

7           17. To the extent that the allegations of Paragraph 17 are definitional,  
8 Samsung SDI avers that no response is required. To the extent a response is required,  
9 Samsung SDI denies all of the allegations of Paragraph 17, with the exception of matters  
10 specifically admitted herein as follows. Samsung SDI admits that LCD panels can be used  
11 to electronically display images. Samsung SDI also admits that Plaintiff purports to refer  
12 to "both liquid crystal display panels and modules consisting of liquid crystal display  
13 panels combined with a backlight unit, a driver, and other equipment that allow the panel  
14 to operate and be integrated into a mobile wireless handset, television, computer monitor,  
15 or other product" as a "LCD Panel".

16           18. To the extent that the allegations of Paragraph 18 are definitional,  
17 Samsung SDI avers that no response is required. To the extent a response is required,  
18 Samsung SDI denies all of the allegations of Paragraph 18.

19           19. To the extent that the allegations of Paragraph 19 are definitional,  
20 Samsung SDI avers that no response is required. To the extent a response is required,  
21 Samsung SDI denies all of the allegations of Paragraph 19, with the exception of matters  
22 specifically admitted herein as follows. Samsung SDI admits that Plaintiff purports to  
23 refer to "any product containing an LCD Panel, including, without limitation, mobile  
24 wireless handsets (including voice, data, and combination voice and data devices),  
25 computer monitors, notebook and laptop computers, and televisions" as "LCD Products".

26           20. To the extent that the allegations of Paragraph 20 are definitional,  
27 Samsung SDI avers that no response is required. To the extent a response is required,  
28 Samsung SDI denies all of the allegations of Paragraph 20, with the exception of matters

1 specifically admitted herein as follows. Samsung SDI admits that Plaintiff purports to  
2 refer to "any original equipment manufacturer of an LCD Product" as an "OEM".

3           21. To the extent that the allegations of Paragraph 21 are definitional,  
4 Samsung SDI avers that no response is required. To the extent a response is required,  
5 Samsung SDI denies all of the allegations of Paragraph 21, with the exception of matters  
6 specifically admitted herein as follows. Samsung SDI admits that Plaintiff purports to  
7 refer to "the time period beginning January 1, 1996 and continuing at least until December  
8 11, 2006" as the "Conspiracy Period".

9           **D. Allegations Concerning Parties**

10           22. Samsung SDI denies the allegations in the last sentence of Paragraph  
11 22. To the extent that the remaining allegations of Paragraph 22 relate to Plaintiff, other  
12 defendants, or third parties, Samsung SDI lacks knowledge or information sufficient to  
13 form a belief as to their truth, and therefore denies them. To the extent that the remaining  
14 allegations of Paragraph 22 relate to Samsung SDI, Samsung SDI denies all of those  
15 allegations.

16           23. To the extent the allegations of Paragraph 23 relate to Plaintiff or  
17 other defendants, Samsung SDI lacks knowledge or information sufficient to form a belief  
18 as to the truth of those allegations, and therefore denies them. To the extent the allegations  
19 of Paragraph 23 relate to Samsung SDI, Samsung SDI denies all of those allegations.

20           24. Samsung SDI denies the allegations in the last sentence of Paragraph  
21 24. To the extent that the remaining allegations of Paragraph 24 relate to Plaintiff or other  
22 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
23 their truth, and therefore denies them. To the extent that the remaining allegations of  
24 Paragraph 24 relate to Samsung SDI, Samsung SDI denies all of those allegations.

25           25. Samsung SDI lacks knowledge or information sufficient to form a  
26 belief as to the truth of the allegations of Paragraph 25, and therefore denies them.

27 Further, in light of the February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL  
28

1 1827, dkt. 4786), there are no remaining claims against Samsung SDI under the laws of  
2 California or New York.

3           26. Samsung SDI lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations of Paragraph 26, and therefore denies them.

5 Further, in light of the February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL  
6 1827, dkt. 4786), there are no remaining claims against Samsung SDI under the laws of  
7 California or New York.

8           27. Samsung SDI denies each and every allegation of Paragraph 27.

9           28. Samsung SDI lacks knowledge or information sufficient to form a  
10 belief as to the truth of the allegations of Paragraph 28, and therefore denies them.

11           29. Samsung SDI lacks knowledge or information sufficient to form a  
12 belief as to the truth of the allegations of Paragraph 29 and its subparts, and therefore  
13 denies them.

14           30. Samsung SDI lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations of Paragraph 30, and therefore denies them.

16           31. Samsung SDI lacks knowledge or information sufficient to form a  
17 belief as to the truth of the allegations of Paragraph 31, and therefore denies them, with the  
18 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
19 Plaintiff purports to collectively refer to AU Optronics Corporation and AU Optronics  
20 Corporation America, Inc. as "AU Optronics".

21           32. Samsung SDI lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations of Paragraph 32, and therefore denies them.

23           33. Samsung SDI lacks knowledge or information sufficient to form a  
24 belief as to the truth of the allegations of Paragraph 33 and its subparts, and therefore  
25 denies them.

26           34. Samsung SDI lacks knowledge or information sufficient to form a  
27 belief as to the truth of the allegations of Paragraph 34 and its subparts, and therefore  
28 denies them.

1           35. Samsung SDI lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations of Paragraph 35, and therefore denies them.

3           36. Samsung SDI lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations of Paragraph 36, and therefore denies them, with the  
5 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
6 Plaintiff purports to refer to Nexgen Mediatech, Inc. as "Nexgen".

7           37. Samsung SDI lacks knowledge or information sufficient to form a  
8 belief as to the truth of the allegations of Paragraph 37, and therefore denies them, with the  
9 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
10 Plaintiff purports to refer to Nexgen Mediatech USA, Inc. as "Nexgen USA".

11           38. Samsung SDI lacks knowledge or information sufficient to form a  
12 belief as to the truth of the allegations of Paragraph 38, and therefore denies them, with the  
13 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
14 Plaintiff purports to collectively refer to Chi Mei Corporation, Chimei Innolux  
15 Corporation, Chi Mei Optoelectronics USA, Inc., CMO Japan Co., Ltd., Nexgen, and  
16 Nexgen USA as "Chi Mei".

17           39. Samsung SDI lacks knowledge or information sufficient to form a  
18 belief as to the truth of the allegations of Paragraph 39, and therefore denies them, with the  
19 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
20 Plaintiff purports to refer to Chunghwa Picture Tubes, Ltd. as "CPT".

21           40. Samsung SDI lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations of Paragraph 40, and therefore denies them.

23           41. Samsung SDI lacks knowledge or information sufficient to form a  
24 belief as to the truth of the allegations of Paragraph 41, and therefore denies them, with the  
25 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
26 Plaintiff purports to refer to Tatung Company of America, Inc. as "Tatung America".

27           42. Samsung SDI lacks knowledge or information sufficient to form a  
28 belief as to the truth of the allegations of Paragraph 42, and therefore denies them, with the

1 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
2 Plaintiff purports to collectively refer to CPT, Tatung Company, and Tatung Company of  
3 America as "Chunghwa".

4           43. Samsung SDI lacks knowledge or information sufficient to form a  
5 belief as to the truth of the allegations of Paragraph 43, and therefore denies them.

6           44. Samsung SDI lacks knowledge or information sufficient to form a  
7 belief as to the truth of the allegations of Paragraph 44, and therefore denies them, with the  
8 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
9 Plaintiff purports to refer to Seiko Epson Corporation as "Seiko Epson".

10           45. Samsung SDI lacks knowledge or information sufficient to form a  
11 belief as to the truth of the allegations of Paragraph 45, and therefore denies them, with the  
12 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
13 Plaintiff purports to refer to Epson Imaging Devices Corporation as "Epson Japan".

14           46. Samsung SDI lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations of Paragraph 46, and therefore denies them, with the  
16 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
17 Plaintiff purports to refer to Epson Electronics America, Inc. as "Epson America".

18           47. Samsung SDI lacks knowledge or information sufficient to form a  
19 belief as to the truth of the allegations of Paragraph 47, and therefore denies them, with the  
20 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
21 Plaintiff purports to collectively refer to Seiko Epson, Epson Japan, and Epson America as  
22 "Epson".

23           48. Samsung SDI lacks knowledge or information sufficient to form a  
24 belief as to the truth of the allegations of Paragraph 48, and therefore denies them, with the  
25 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
26 Plaintiff purports to refer to HannStar Display Corporation as "HannStar".

27           49. Samsung SDI lacks knowledge or information sufficient to form a  
28 belief as to the truth of the allegations of Paragraph 49, and therefore denies them.

1           50. Samsung SDI lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations of Paragraph 50, and therefore denies them.

3           51. Samsung SDI lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations of Paragraph 51, and therefore denies them.

5           52. Samsung SDI lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations of Paragraph 52, and therefore denies them, with the  
7 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
8 Plaintiff purports to collectively refer to Hitachi Displays Ltd., Hitachi America Ltd., and  
9 Hitachi Electronic Devices (USA), Inc. as "Hitachi".

10           53. Samsung SDI lacks knowledge or information sufficient to form a  
11 belief as to the truth of the allegations of Paragraph 53, and therefore denies them.

12           54. Samsung SDI lacks knowledge or information sufficient to form a  
13 belief as to the truth of the allegations of Paragraph 54, and therefore denies them.

14           55. Samsung SDI lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations of Paragraph 55, and therefore denies them, with the  
16 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
17 Plaintiff purports to collectively refer to LG Display Co., Ltd. and LG Display America,  
18 Inc. as "LG Display".

19           56. Samsung SDI lacks knowledge or information sufficient to form a  
20 belief as to the truth of the allegations of Paragraph 56, and therefore denies them, with the  
21 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
22 Plaintiff purports to refer Philips Electronics North America Corporation as "Philips" and  
23 Koninklijke Philips Electronics N.V. as "Royal Philips".

24           57. Samsung SDI lacks knowledge or information sufficient to form a  
25 belief as to the truth of the allegations of Paragraph 57, and therefore denies them.

26           58. Samsung SDI lacks knowledge or information sufficient to form a  
27 belief as to the truth of the allegations of Paragraph 58, and therefore denies them.

28

1           59. Samsung SDI lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations of Paragraph 59, and therefore denies them, with the  
3 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
4 Plaintiff purports to refer to Samsung Electronics Co., Ltd. as "Samsung Electronics".

5           60. Samsung SDI lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations of Paragraph 60, and therefore denies them.

7           61. Samsung SDI lacks knowledge or information sufficient to form a  
8 belief as to the truth of the allegations of Paragraph 61, and therefore denies them.

9           62. Samsung SDI denies all of the allegations of Paragraph 62.

10          63. Samsung SDI denies all of the allegations of paragraph 63, with the  
11 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
12 Plaintiff purports to refer to SDIA as "Samsung SDI America". Samsung SDI further  
13 admits that SDIA's principal place of business is 3333 Michelson Drive, Suite 700, Irvine,  
14 California.

15          64. To the extent that the allegations of Paragraph 64 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent the allegations of Paragraph 64 relate  
18 to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
19 matters specifically admitted herein as follows. Samsung SDI admits that Plaintiff  
20 purports to collectively refer to SDI Co. and SDIA as "Samsung SDI".

21          65. Samsung SDI denies all of the allegations of paragraph 65, with the  
22 exception of matters specifically admitted herein as follows. Samsung SDI admits that it is  
23 represented by the law firm Sheppard Mullin Richter & Hampton LLP in this action.

24          66. Samsung SDI denies all of the allegations of Paragraph 66.

25          67. Samsung SDI denies all of the allegations of Paragraph 67.

26          68. Samsung SDI denies all of the allegations of Paragraph 68, with the  
27 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
28

1 certain foreign competition authorities have announced investigations in the cathode ray  
2 tube industry.

3           69. To the extent that the allegations of Paragraph 69 relate to other  
4 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
5 their truth, and therefore denies them. To the extent the allegations of Paragraph 69 relate  
6 to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
7 matters specifically admitted herein as follows. Samsung SDI admits that Plaintiff  
8 purports to refer to Samsung Electronics, Samsung Electronics America, Inc., Samsung  
9 Semiconductor, Inc., SDI Co. and SDIA collectively in the Complaint as "Samsung,"  
10 although Samsung SDI disputes any characterization from Plaintiff's definition in the  
11 Complaint. Samsung SDI avers that SDI Co. and Samsung Electronics are independent,  
12 separately owned, publicly traded corporations.

13           70. Samsung SDI lacks knowledge or information sufficient to form a  
14 belief as to the truth of the allegations of Paragraph 70, and therefore denies them.

15           71. Samsung SDI lacks knowledge or information sufficient to form a  
16 belief as to the truth of the allegations of Paragraph 71, and therefore denies them, with the  
17 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
18 Plaintiff purports to refer to Sanyo Consumer Electronics Co., Ltd. "Sanyo".

19           72. Samsung SDI lacks knowledge or information sufficient to form a  
20 belief as to the truth of the allegations of Paragraph 72, and therefore denies them.

21           73. Samsung SDI lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations of Paragraph 73, and therefore denies them.

23           74. Samsung SDI lacks knowledge or information sufficient to form a  
24 belief as to the truth of the allegations of Paragraph 74, and therefore denies them, with the  
25 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
26 Plaintiff purports to collectively refer to Sharp Corporation and Sharp Electronics  
27 Corporation as "Sharp".  
28

1           75. Samsung SDI lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations of Paragraph 75, and therefore denies them.

3           76. Samsung SDI lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations of Paragraph 76, and therefore denies them.

5           77. Samsung SDI lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations of Paragraph 77, and therefore denies them.

7           78. Samsung SDI lacks knowledge or information sufficient to form a  
8 belief as to the truth of the allegations of Paragraph 78, and therefore denies them.

9           79. Samsung SDI lacks knowledge or information sufficient to form a  
10 belief as to the truth of the allegations of Paragraph 79, and therefore denies them, with the  
11 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
12 Plaintiff purports to collectively refer to Toshiba Corporation, Toshiba Mobile Display  
13 Co., Ltd., Toshiba America Electronic Components, Inc., and Toshiba America  
14 Information Systems, Inc. as "Toshiba".

15           80. To the extent that the allegations of Paragraph 80 relate to other  
16 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
17 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
18 of Paragraph 80 relate to Samsung SDI, Samsung SDI denies all of those allegations.

19           81. To the extent that the allegations of Paragraph 81 relate to other  
20 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
21 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
22 of Paragraph 81 relate to Samsung SDI, Samsung SDI denies all of those allegations.

23           82. To the extent that the allegations of Paragraph 82 relate to other  
24 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
25 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
26 of Paragraph 82 relate to Samsung SDI, Samsung SDI denies all of those allegations.

27           83. To the extent that the allegations of Paragraph 83 relate to other  
28 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to

1 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
2 of Paragraph 83 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3 84. To the extent that the allegations of Paragraph 84 relate to other  
4 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
5 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
6 of Paragraph 84 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7 **E. Allegations Concerning The Market For LCD Panels and LCD Products**

8 85. Samsung SDI lacks knowledge or information sufficient to form a  
9 belief as to the truth of the allegations of Paragraph 85, and therefore denies them, with the  
10 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
11 LCD technology can be used in a variety of electronic products.

12 86. Samsung SDI lacks knowledge or information sufficient to form a  
13 belief as to the truth of the allegations of Paragraph 86, and therefore denies them.

14 87. Samsung SDI lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations of Paragraph 87, and therefore denies them.

16 88. Samsung SDI lacks knowledge or information sufficient to form a  
17 belief as to the truth of the allegations of Paragraph 88, and therefore denies them.

18 89. Samsung SDI lacks knowledge or information sufficient to form a  
19 belief as to the truth of the allegations of Paragraph 89, and therefore denies them.

20 90. To the extent that the allegations of Paragraph 90 relate to other  
21 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
22 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
23 of Paragraph 90 relate to Samsung SDI, Samsung SDI denies all of those allegations.

24 91. Samsung SDI denies each and every allegation of Paragraph 91.

25 92. To the extent that the allegations of Paragraph 92 relate to other  
26 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
27 their truth, and therefore denies them. To the extent that the allegations of Paragraph 92  
28 relate to Samsung SDI, Samsung SDI denies all of those allegations.

1           93. To the extent that the allegations of Paragraph 93 relate to other  
2 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
3 their truth, and therefore denies them. To the extent that the allegations of Paragraph 93  
4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           94. To the extent that the allegations of Paragraph 94 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 94  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           95. Samsung SDI lacks knowledge or information sufficient to form a  
10 belief as to the truth of the allegations of Paragraph 95, and therefore denies them.

11           96. To the extent that the allegations of Paragraph 96 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 96  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15           97. To the extent that the allegations of Paragraph 97 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent that the allegations of Paragraph 97  
18 relate to Samsung SDI, Samsung SDI denies all of those allegations.

19           **F. Allegations Concerning Violations Alleged**

20           98. To the extent that the allegations of Paragraph 98 relate to other  
21 defendants or Plaintiff, Samsung SDI lacks knowledge or information sufficient to form a  
22 belief as to their truth, and therefore denies them. To the extent that the allegations of  
23 Paragraph 98 relate to Samsung SDI, Samsung SDI denies all of those allegations.

24           99. To the extent that the allegations of Paragraph 99 relate to other  
25 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
26 their truth, and therefore denies them. To the extent that the allegations of Paragraph 99  
27 relate to Samsung SDI, Samsung SDI denies all of those allegations.

28

1           100. To the extent that the allegations of Paragraph 100 relate to other  
2 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
3 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
4 of Paragraph 100 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           101. Samsung SDI lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations of Paragraph 101, and therefore denies them.

7           102. To the extent that the allegations of Paragraph 102 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 102  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11           103. To the extent that the allegations of Paragraph 103 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 103  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15           104. To the extent that the allegations of Paragraph 104 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent that the allegations of Paragraph 104  
18 relate to Samsung SDI, Samsung SDI denies all of those allegations.

19           105. To the extent that the allegations of Paragraph 105 relate to other  
20 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
21 their truth, and therefore denies them. To the extent that the allegations of Paragraph 105  
22 relate to Samsung SDI, Samsung SDI denies all of those allegations.

23           106. To the extent that the allegations of Paragraph 106 relate to other  
24 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
25 their truth, and therefore denies them. To the extent that the allegations of Paragraph 106  
26 relate to Samsung SDI, Samsung SDI denies all of those allegations.

27           107. To the extent that the allegations of Paragraph 107 relate to other  
28 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 107  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3 108. Samsung SDI lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations of Paragraph 108, and therefore denies them.

5 109. To the extent that the allegations of Paragraph 109 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 109  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9 110. To the extent that the allegations of Paragraph 110 relate to other  
10 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
11 their truth, and therefore denies them. To the extent that the allegations of Paragraph 110  
12 relate to Samsung SDI, Samsung SDI denies all of those allegations.

13 111. To the extent that the allegations of Paragraph 111 relate to other  
14 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
15 their truth, and therefore denies them. To the extent that the allegations of Paragraph 111  
16 relate to Samsung SDI, Samsung SDI denies all of those allegations.

17 112. To the extent that the allegations of Paragraph 112 relate to other  
18 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
19 their truth, and therefore denies them. To the extent that the allegations of Paragraph 112  
20 relate to Samsung SDI, Samsung SDI denies all of those allegations.

21 113. To the extent that the allegations of Paragraph 113 relate to other  
22 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
23 their truth, and therefore denies them. To the extent that the allegations of Paragraph 113  
24 relate to Samsung SDI, Samsung SDI denies all of those allegations.

25 114. To the extent that the allegations of Paragraph 114 relate to other  
26 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
27 their truth, and therefore denies them. To the extent that the allegations of Paragraph 114  
28 relate to Samsung SDI, Samsung SDI denies all of those allegations.

1           115. To the extent that the allegations of Paragraph 115 relate to other  
2 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
3 their truth, and therefore denies them. To the extent that the allegations of Paragraph 115  
4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           116. To the extent that the allegations of Paragraph 116 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 116  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           117. To the extent that the allegations of Paragraph 117 relate to other  
10 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
11 their truth, and therefore denies them. To the extent that the allegations of Paragraph 117  
12 relate to Samsung SDI, Samsung SDI denies all of those allegations.

13           118. To the extent that the allegations of Paragraph 118 relate to other  
14 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
15 their truth, and therefore denies them. To the extent that the allegations of Paragraph 118  
16 relate to Samsung SDI, Samsung SDI denies all of those allegations.

17           119. To the extent that the allegations of Paragraph 119 relate to other  
18 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
19 their truth, and therefore denies them. To the extent that the allegations of Paragraph 119  
20 relate to Samsung SDI, Samsung SDI denies all of those allegations.

21           120. To the extent that the allegations of Paragraph 120 relate to other  
22 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
23 their truth, and therefore denies them. To the extent that the allegations of Paragraph 120  
24 relate to Samsung SDI, Samsung SDI denies all of those allegations.

25           121. To the extent that the allegations of Paragraph 121 relate to other  
26 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
27 their truth, and therefore denies them. To the extent that the allegations of Paragraph 121  
28 relate to Samsung SDI, Samsung SDI denies all of those allegations.

1           122. To the extent that the allegations of Paragraph 122 relate to other  
2 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
3 their truth, and therefore denies them. To the extent that the allegations of Paragraph 122  
4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           123. To the extent that the allegations of Paragraph 123 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 123  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           124. To the extent that the allegations of Paragraph 124 relate to other  
10 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
11 their truth, and therefore denies them. To the extent that the allegations of Paragraph 124  
12 relate to Samsung SDI, Samsung SDI denies all of those allegations.

13           125. To the extent that the allegations of Paragraph 125 relate to other  
14 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
15 their truth, and therefore denies them. To the extent that the allegations of Paragraph 125  
16 relate to Samsung SDI, Samsung SDI denies all of those allegations.

17           126. To the extent that the allegations of Paragraph 126 relate to other  
18 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
19 their truth, and therefore denies them. To the extent that the allegations of Paragraph 126  
20 relate to Samsung SDI, Samsung SDI denies all of those allegations.

21           127. To the extent that the allegations of Paragraph 127 and its subparts  
22 relate to other defendants, Samsung SDI lacks knowledge or information sufficient to form  
23 a belief as to their truth, and therefore denies them. To the extent that the allegations of  
24 Paragraph 127 and its subparts relate to Samsung SDI, Samsung SDI denies all of those  
25 allegations, with the exception of matters specifically admitted herein as follows.

26 Samsung SDI admits that at times in 2004 and 2005, certain employees of Samsung SDI  
27 discussed mobile LCD market information with certain employees of Epson/SEID,  
28 including on occasion price or volume information on mobile LCD products regarding

1 certain Nokia projects. Samsung SDI avers that it never reached an agreement with  
2 Epson/SEID relating to LCD prices or production.

3           128. To the extent that the allegations of Paragraph 128 relate to other  
4 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
5 their truth, and therefore denies them. To the extent that the allegations of Paragraph 128  
6 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7           129. To the extent that the allegations of Paragraph 129 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 129  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11           130. To the extent that the allegations of Paragraph 130 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 130  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15           131. To the extent that the allegations of Paragraph 131 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent that the allegations of Paragraph 131  
18 relate to Samsung SDI, Samsung SDI denies all of those allegations.

19           132. To the extent that the allegations of Paragraph 132 relate to other  
20 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
21 their truth, and therefore denies them. To the extent that the allegations of Paragraph 132  
22 relate to Samsung SDI, Samsung SDI denies all of those allegations.

23           133. To the extent that the allegations of Paragraph 133 relate to other  
24 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
25 their truth, and therefore denies them. To the extent that the allegations of Paragraph 133  
26 relate to Samsung SDI, Samsung SDI denies all of those allegations.

27           134. To the extent that the allegations of Paragraph 134 relate to other  
28 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 134  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3 135. To the extent that the allegations of Paragraph 135 relate to other  
4 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
5 their truth, and therefore denies them. To the extent that the allegations of Paragraph 135  
6 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7 136. To the extent that the allegations of Paragraph 136 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 136  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11 137. To the extent that the allegations of Paragraph 137 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 137  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15 138. To the extent that the allegations of Paragraph 138 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent that the allegations of Paragraph 138  
18 relate to Samsung SDI, Samsung SDI denies all of those allegations.

19 139. To the extent that the allegations of Paragraph 139 relate to other  
20 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
21 their truth, and therefore denies them. To the extent that the allegations of Paragraph 139  
22 relate to Samsung SDI, Samsung SDI denies all of those allegations.

23 140. To the extent that the allegations of Paragraph 140 relate to other  
24 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
25 their truth, and therefore denies them. To the extent that the allegations of Paragraph 140  
26 relate to Samsung SDI, Samsung SDI denies all of those allegations.

27 141. To the extent that the allegations of Paragraph 141 relate to other  
28 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 141  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3 142. To the extent that the allegations of Paragraph 142 relate to other  
4 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
5 their truth, and therefore denies them. To the extent that the allegations of Paragraph 142  
6 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7 143. To the extent that the allegations of Paragraph 143 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 143  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11 144. To the extent that the allegations of Paragraph 144 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 144  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15 145. Samsung SDI denies each and every allegation of Paragraph 145.

16 146. To the extent that the allegations of Paragraph 146 relate to other  
17 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
18 their truth, and therefore denies them. To the extent that the allegations of Paragraph 146  
19 relate to Samsung SDI, Samsung SDI denies all of those allegations.

20 147. To the extent that the allegations of Paragraph 147 relate to other  
21 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
22 their truth, and therefore denies them. To the extent that the allegations of Paragraph 147  
23 relate to Samsung SDI, Samsung SDI denies all of those allegations.

24 148. To the extent that the allegations of Paragraph 148 relate to other  
25 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
26 their truth, and therefore denies them. To the extent that the allegations of Paragraph 148  
27 relate to Samsung SDI, Samsung SDI denies all of those allegations.

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1           149. To the extent that the allegations of Paragraph 149 relate to other  
2 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
3 their truth, and therefore denies them. To the extent that the allegations of Paragraph 149  
4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           150. To the extent that the allegations of Paragraph 150 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 150  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           151. To the extent that the allegations of Paragraph 151 relate to other  
10 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
11 their truth, and therefore denies them. To the extent that the allegations of Paragraph 151  
12 relate to Samsung SDI, Samsung SDI denies all of those allegations.

13           152. To the extent that the allegations of Paragraph 152 relate to other  
14 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
15 their truth, and therefore denies them. To the extent that the allegations of Paragraph 152  
16 relate to Samsung SDI, Samsung SDI denies all of those allegations.

17           153. To the extent that the allegations of Paragraph 153 relate to other  
18 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
19 their truth, and therefore denies them. To the extent that the allegations of Paragraph 153  
20 relate to Samsung SDI, Samsung SDI denies all of those allegations.

21           154. To the extent that the allegations of Paragraph 154 relate to other  
22 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
23 their truth, and therefore denies them. To the extent that the allegations of Paragraph 154  
24 relate to Samsung SDI, Samsung SDI denies all of those allegations.

25           155. To the extent that the allegations of Paragraph 155 relate to other  
26 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
27 their truth, and therefore denies them. To the extent that the allegations of Paragraph 155  
28 relate to Samsung SDI, Samsung SDI denies all of those allegations.

1           156. To the extent that the allegations of Paragraph 156 relate to other  
2 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
3 their truth, and therefore denies them. To the extent that the allegations of Paragraph 156  
4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           157. To the extent that the allegations of Paragraph 157 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 157  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           158. To the extent that the allegations of Paragraph 158 relate to other  
10 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
11 their truth, and therefore denies them. To the extent that the allegations of Paragraph 158  
12 relate to Samsung SDI, Samsung SDI denies all of those allegations.

13           159. To the extent that the allegations of Paragraph 159 relate to other  
14 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
15 their truth, and therefore denies them. To the extent that the allegations of Paragraph 159  
16 relate to Samsung SDI, Samsung SDI denies all of those allegations.

17           160. To the extent the allegations of Paragraph 160 constitute legal  
18 contentions and/or conclusions, Samsung SDI avers that no response is required. To the  
19 extent a response is required, and to the extent the allegations of Paragraph 160 relate to  
20 Samsung SDI, Samsung SDI denies all of those allegations. To the extent the allegations  
21 of Paragraph 160 relate to other defendants or third parties, Samsung SDI lacks knowledge  
22 or information sufficient to form a belief as to the truth of those allegations, and therefore  
23 denies them.

24           161. To the extent that the allegations of Paragraph 161 relate to other  
25 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
26 their truth, and therefore denies them. To the extent that the allegations of Paragraph 161  
27 relate to Samsung SDI, Samsung SDI denies all of those allegations.

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1           162. To the extent that the allegations of Paragraph 162 and its subparts  
2 relate to other defendants, Samsung SDI lacks knowledge or information sufficient to form  
3 a belief as to their truth, and therefore denies them. To the extent that the allegations of  
4 Paragraph 162 and its subparts relate to Samsung SDI, Samsung SDI denies all of those  
5 allegations.

6           163. To the extent the allegations of Paragraph 163 relate to Samsung SDI,  
7 Samsung SDI denies all of those allegations, with the exception of matters specifically  
8 admitted herein as follows. Samsung SDI admits that SDIA maintains an office in Irvine,  
9 California. To the extent the allegations of Paragraph 163 relate to other defendants,  
10 Samsung SDI lacks knowledge or information sufficient to form a belief as to their truth,  
11 and therefore denies them, with the exception of matters specifically admitted herein as  
12 follows. Samsung SDI admits that LG Display Co., Ltd.; LG Display America, Inc.; Sharp  
13 Corporation; Chunghwa Picture Tubes, Ltd.; and Epson Imaging Devices Corporation  
14 entered into plea agreements with the DOJ, the terms of which are matters of public  
15 record. Further, in light of the February 6, 2012 Order Re: Defendants' Motions To  
16 Dismiss (MDL 1827, dkt. 4786), there are no remaining claims against Samsung SDI  
17 under the laws of California.

18           164. To the extent that the allegations of Paragraph 164 relate to other  
19 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
20 their truth, and therefore denies them. To the extent that the allegations of Paragraph 164  
21 relate to Samsung SDI, Samsung SDI denies all of those allegations. Further, in light of  
22 the February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786),  
23 there are no remaining claims against Samsung SDI under the laws of California.

24           165. Samsung SDI lacks knowledge or information sufficient to form a  
25 belief as to the truth of the allegations of Paragraph 165, and therefore denies them.

26           166. To the extent that the allegations of Paragraph 166 relate to other  
27 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
28

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 166  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3 167. To the extent that the allegations of Paragraph 167 relate to other  
4 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
5 their truth, and therefore denies them. To the extent that the allegations of Paragraph 167  
6 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7 168. To the extent that the allegations of Paragraph 168 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 168  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11 169. To the extent that the allegations of Paragraph 169 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 169  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15 170. To the extent the allegations of Paragraph 170 relate to Samsung SDI,  
16 Samsung SDI denies all of those allegations. To the extent the allegations of Paragraph  
17 170 relate to other defendants, Samsung SDI lacks knowledge or information sufficient to  
18 form a belief as to their truth, and therefore denies them, with the exception of matters  
19 specifically admitted herein as follows. Samsung SDI admits that LG Display America,  
20 Inc. entered into a plea agreement with the DOJ, the terms of which are matters of public  
21 record. Further, in light of the February 6, 2012 Order Re: Defendants' Motions To  
22 Dismiss (MDL 1827, dkt. 4786), there are no remaining claims against Samsung SDI  
23 under the laws of California.

24 171. To the extent that the allegations of Paragraph 171 relate to other  
25 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
26 their truth, and therefore denies them. To the extent that the allegations of Paragraph 171  
27 relate to Samsung SDI, Samsung SDI denies all of those allegations.

28

1           172. To the extent that the allegations of Paragraph 172 relate to other  
2 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
3 their truth, and therefore denies them. To the extent that the allegations of Paragraph 172  
4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           173. To the extent that the allegations of Paragraph 173 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 173  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           174. Samsung SDI lacks knowledge or information sufficient to form a  
10 belief as to the truth of the allegations of Paragraph 174, and therefore denies them.

11           175. Samsung SDI lacks knowledge or information sufficient to form a  
12 belief as to the truth of the allegations of Paragraph 175, and therefore denies them.

13           176. Samsung SDI lacks knowledge or information sufficient to form a  
14 belief as to the truth of the allegations of Paragraph 176, and therefore denies them.

15           177. To the extent that the allegations of Paragraph 177 relate to Samsung  
16 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
17 Paragraph 177 relate to other defendants, Samsung SDI lacks knowledge or information  
18 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
19 matters specifically admitted herein as follows. Samsung SDI admits that Chi Mei  
20 Optoelectronics Corporation entered into a plea agreement with the DOJ, the terms of  
21 which are matters of public record.

22           178. To the extent that the allegations of Paragraph 178 relate to Samsung  
23 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
24 Paragraph 178 relate to other defendants, Samsung SDI lacks knowledge or information  
25 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
26 matters specifically admitted herein as follows. Samsung SDI admits that LG Display Co.,  
27 Ltd. and LG Display America, Inc. entered into plea agreements with the DOJ, the terms  
28 of which are matters of public record.

1           179. To the extent that the allegations of Paragraph 179 relate to Samsung  
2 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
3 Paragraph 179 relate to other defendants, Samsung SDI lacks knowledge or information  
4 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
5 matters specifically admitted herein as follows. Samsung SDI admits that Chang Suk  
6 Chung entered into a plea agreement with the DOJ, the terms of which are matters of  
7 public record.

8           180. To the extent that the allegations of Paragraph 180 relate to Samsung  
9 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
10 Paragraph 180 relate to other defendants, Samsung SDI lacks knowledge or information  
11 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
12 matters specifically admitted herein as follows. Samsung SDI admits that Bock Kwon  
13 entered into a plea agreement with the DOJ, the terms of which are matters of public  
14 record.

15           181. To the extent that the allegations of Paragraph 181 relate to Samsung  
16 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
17 Paragraph 181 relate to other defendants, Samsung SDI lacks knowledge or information  
18 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
19 matters specifically admitted herein as follows. Samsung SDI admits that Duk Mo Koo  
20 was indicted by a federal grand jury, the terms of which are matters of public record.

21           182. To the extent that the allegations of Paragraph 182 relate to Samsung  
22 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
23 Paragraph 182 relate to other defendants, Samsung SDI lacks knowledge or information  
24 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
25 matters specifically admitted herein as follows. Samsung SDI admits that Chunghwa  
26 Picture Tubes, Ltd. entered into a plea agreement with the DOJ, the terms of which are  
27 matters of public record.

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1           183. To the extent that the allegations of Paragraph 183 relate to Samsung  
2 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
3 Paragraph 183 relate to other defendants, Samsung SDI lacks knowledge or information  
4 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
5 matters specifically admitted herein as follows. Samsung SDI admits that Chih-Chun Liu,  
6 Hsueh-Lung Lee, and Chieng-Hon Lin entered into plea agreements with the DOJ, the  
7 terms of which are matters of public record.

8           184. To the extent that the allegations of Paragraph 184 relate to Samsung  
9 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
10 Paragraph 184 relate to other defendants, Samsung SDI lacks knowledge or information  
11 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
12 matters specifically admitted herein as follows. Samsung SDI admits that Cheng Yuan Lin  
13 and Wen Jun Cheng were indicted by a federal grand jury, and the terms of such  
14 indictments are matters of public record.

15           185. To the extent that the allegations of Paragraph 185 relate to Samsung  
16 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
17 Paragraph 185 relate to other defendants or Plaintiff, Samsung SDI lacks knowledge or  
18 information sufficient to form a belief as to their truth, and therefore denies them, with the  
19 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
20 Sharp Corporation entered into a plea agreement with the DOJ, the terms of which are  
21 matters of public record.

22           186. To the extent that the allegations of Paragraph 186 relate to Samsung  
23 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
24 Paragraph 186 relate to other defendants or Plaintiff, Samsung SDI lacks knowledge or  
25 information sufficient to form a belief as to their truth, and therefore denies them, with the  
26 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
27 Sharp Corporation entered into a plea agreement with the DOJ, the terms of which are  
28 matters of public record.

1           187. To the extent that the allegations of Paragraph 187 relate to Samsung  
2 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
3 Paragraph 187 relate to other defendants or Plaintiff, Samsung SDI lacks knowledge or  
4 information sufficient to form a belief as to their truth, and therefore denies them, with the  
5 exception of matters specifically admitted herein as follows. Samsung SDI admits that  
6 Epson Imaging Devices Corporation entered into a plea agreement with the DOJ, the terms  
7 of which are matters of public record.

8           188. To the extent that the allegations of Paragraph 188 relate to other  
9 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
10 their truth, and therefore denies them. To the extent that the allegations of Paragraph 188  
11 relate to Samsung SDI, Samsung SDI denies all of those allegations.

12           189. To the extent that the allegations of Paragraph 189 relate to other  
13 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
14 their truth, and therefore denies them. To the extent that the allegations of Paragraph 189  
15 relate to Samsung SDI, Samsung SDI denies all of those allegations.

16           190. Samsung SDI denies each and every allegation of Paragraph 190.

17           191. Samsung SDI denies each and every allegation of Paragraph 191.

18           192. Samsung SDI lacks knowledge or information sufficient to form a  
19 belief as to the truth of the allegations of Paragraph 192, and therefore denies them.

20           193. Samsung SDI lacks knowledge or information sufficient to form a  
21 belief as to the truth of the allegations of Paragraph 193, and therefore denies them.

22           194. Samsung SDI lacks knowledge or information sufficient to form a  
23 belief as to the truth of the allegations of Paragraph 194, and therefore denies them.

24           195. To the extent that the allegations of Paragraph 195 relate to other  
25 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
26 their truth, and therefore denies them. To the extent that the allegations of Paragraph 195  
27 relate to Samsung SDI, Samsung SDI denies all of those allegations.

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1            196. Samsung SDI denies the allegations in the last sentence of Paragraph  
2 196. Samsung SDI lacks knowledge or information sufficient to form a belief as to the  
3 truth of the remaining allegations of Paragraph 196, and therefore denies them.

4            197. To the extent that the allegations of Paragraph 197 relate to other  
5 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
6 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
7 of Paragraph 197 relate to Samsung SDI, Samsung SDI denies all of those allegations.

8            198. Samsung SDI lacks knowledge or information sufficient to form a  
9 belief as to the truth of the allegations of Paragraph 198, and therefore denies them.

10           199. To the extent that the allegations of Paragraph 199 relate to other  
11 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
12 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
13 of Paragraph 199 relate to Samsung SDI, Samsung SDI denies all of those allegations.

14           200. To the extent that the allegations of Paragraph 200 relate to other  
15 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
16 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
17 of Paragraph 200 relate to Samsung SDI, Samsung SDI denies all of those allegations.

18           201. Samsung SDI denies the allegations in the last sentence of Paragraph  
19 201. Samsung SDI lacks knowledge or information sufficient to form a belief as to the  
20 truth of the remaining allegations of Paragraph 201, and therefore denies them.

21           202. Samsung SDI lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations of Paragraph 202, and therefore denies them.

23           203. To the extent that the allegations of Paragraph 203 relate to other  
24 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
25 their truth, and therefore denies them. To the extent that the allegations of Paragraph 203  
26 relate to Samsung SDI, Samsung SDI denies all of those allegations.

27           204. To the extent that the allegations of Paragraph 204 relate to other  
28 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 204  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3           205. Samsung SDI lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations of Paragraph 205, and therefore denies them.

5           206. To the extent that the allegations of Paragraph 206 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 206  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           207. To the extent that the allegations of Paragraph 207 relate to other  
10 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
11 their truth, and therefore denies them. To the extent that the allegations of Paragraph 207  
12 relate to Samsung SDI, Samsung SDI denies all of those allegations.

13           208. To the extent that the allegations of Paragraph 208 relate to other  
14 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
15 their truth, and therefore denies them. To the extent that the allegations of Paragraph 208  
16 relate to Samsung SDI, Samsung SDI denies all of those allegations.

17           209. To the extent that the allegations of Paragraph 209 relate to other  
18 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
19 their truth, and therefore denies them. To the extent that the allegations of Paragraph 209  
20 relate to Samsung SDI, Samsung SDI denies all of those allegations.

21           210. To the extent that the allegations of Paragraph 210 relate to other  
22 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
23 their truth, and therefore denies them. To the extent that the allegations of Paragraph 210  
24 relate to Samsung SDI, Samsung SDI denies all of those allegations.

25           211. To the extent that the allegations of Paragraph 211 relate to other  
26 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
27 their truth, and therefore denies them. To the extent that the allegations of Paragraph 211  
28 relate to Samsung SDI, Samsung SDI denies all of those allegations.

1           212. To the extent that the allegations of Paragraph 212 relate to other  
2 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
3 their truth, and therefore denies them. To the extent that the allegations of Paragraph 212  
4 relate to Samsung SDI, Samsung SDI denies all of those allegations.

5           213. To the extent that the allegations of Paragraph 213 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 213  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations.

9           214. To the extent that the allegations of Paragraph 214 relate to other  
10 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
11 their truth, and therefore denies them. To the extent that the allegations of Paragraph 214  
12 relate to Samsung SDI, Samsung SDI denies all of those allegations.

13           215. To the extent that the allegations of Paragraph 215 relate to other  
14 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
15 their truth, and therefore denies them. To the extent that the allegations of Paragraph 215  
16 relate to Samsung SDI, Samsung SDI denies all of those allegations.

17           216. To the extent that the allegations of Paragraph 216 relate to other  
18 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
19 their truth, and therefore denies them. To the extent that the allegations of Paragraph 216  
20 relate to Samsung SDI, Samsung SDI denies all of those allegations.

21           217. Samsung SDI lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations of Paragraph 217, and therefore denies them.

23           218. To the extent that the allegations of Paragraph 218 relate to Samsung  
24 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
25 Paragraph 218 relate to other defendants, Samsung SDI lacks knowledge or information  
26 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
27 matters specifically admitted herein as follows. Samsung SDI admits Sharp Corporation  
28

1 and Epson Imaging Devices Corporation entered into plea agreements with the DOJ, the  
2 terms of which are matters of public record.

3           219. To the extent that the allegations of Paragraph 219 relate to other  
4 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
5 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
6 of Paragraph 219 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7           220. To the extent that the allegations of Paragraph 220 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 220  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11           221. To the extent that the allegations of Paragraph 221 relate to other  
12 defendants or third parties, Samsung SDI lacks knowledge or information sufficient to  
13 form a belief as to their truth, and therefore denies them. To the extent that the allegations  
14 of Paragraph 221 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15           222. Samsung SDI denies each and every allegation of Paragraph 222.

16           223. Samsung SDI denies each and every allegation of Paragraph 223.

17           224. Samsung SDI denies each and every allegation of Paragraph 224.

18           225. Samsung SDI lacks knowledge or information sufficient to form a  
19 belief as to the truth of the allegations of Paragraph 225, and therefore denies them.

20           226. Samsung SDI lacks knowledge or information sufficient to form a  
21 belief as to the truth of the allegations of Paragraph 226, and therefore denies them.

22           227. To the extent that the allegations of Paragraph 227 relate to other  
23 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
24 their truth, and therefore denies them. To the extent that the allegations of Paragraph 227  
25 relate to Samsung SDI, Samsung SDI denies all of those allegations.

26           228. To the extent that the allegations of Paragraph 228 relate to other  
27 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
28

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 228  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3           229. To the extent that the allegations of Paragraph 229 relate to Samsung  
4 SDI, Samsung SDI denies all of those allegations. To the extent that the allegations of  
5 Paragraph 229 relate to other defendants, Samsung SDI lacks knowledge or information  
6 sufficient to form a belief as to their truth, and therefore denies them, with the exception of  
7 matters specifically admitted herein as follows. Samsung SDI admits Sharp Corporation  
8 and Epson Imaging Devices Corporation entered into plea agreements with the DOJ, the  
9 terms of which are matters of public record.

10           230. Samsung SDI denies each and every allegation of Paragraph 230.

11           231. Samsung SDI lacks knowledge or information sufficient to form a  
12 belief as to the truth of the allegations in the first sentence of Paragraph 231, and therefore  
13 denies them. Samsung SDI denies the allegations in the second sentence of Paragraph 231.

14           232. Samsung SDI lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations of Paragraph 232, and therefore denies them.

16           233. To the extent that the allegations of Paragraph 233 relate to other  
17 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
18 their truth, and therefore denies them. To the extent that the allegations of Paragraph 233  
19 relate to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
20 matters specifically admitted herein as follows. Samsung SDI admits that, during at least  
21 portions of the alleged period, SDI Co. was a member of EDIRAK (Electronic Display  
22 Industrial Research Association of Korea) and KODEMIA (Korea Display Equipment  
23 Material Industry Association).

24           234. Samsung SDI lacks knowledge or information sufficient to form a  
25 belief as to the truth of the allegations of Paragraph 234, and therefore denies them.

26           235. To the extent that the allegations of Paragraph 235 relate to other  
27 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
28 their truth, and therefore denies them. To the extent that the allegations of Paragraph 235

1 relate to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
2 matters specifically admitted herein as follows. Samsung SDI admits that, during at least  
3 portions of the alleged period, SDI Co. personnel attended meetings hosted by the Society  
4 for Information Display.

5           236. To the extent that the allegations of Paragraph 236 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 236  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
9 matters specifically admitted herein as follows. Samsung SDI admits that SDI Co.  
10 personnel attended the 2004 conference hosted by the Society for Information Display.

11           237. Samsung SDI lacks knowledge or information sufficient to form a  
12 belief as to the truth of the allegations of Paragraph 237, and therefore denies them.  
13 Further, Samsung SDI refers Plaintiff to the referenced documents for a description of their  
14 content.

15           238. To the extent that the allegations of Paragraph 238 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent that the allegations of Paragraph 238  
18 relate to Samsung SDI, Samsung SDI denies all of those allegations. With respect to the  
19 purported paraphrased summary of the presentation referenced in Paragraph 238, Samsung  
20 SDI refers Plaintiff to the referenced presentation for a description of its content.

21           239. To the extent that the allegations of Paragraph 239 relate to other  
22 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
23 their truth, and therefore denies them. To the extent that the allegations of Paragraph 239  
24 relate to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
25 matters specifically admitted herein as follows. Samsung SDI admits that SDI Co.  
26 personnel attended the 2005 conference hosted by the Society for Information Display.

27           240. To the extent that the allegations of Paragraph 240 relate to other  
28 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 240  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
3 matters specifically admitted herein as follows. Samsung SDI admits that the Global FPD  
4 Partners' Conference held meetings in 2005 and 2006.

5           241. To the extent that the allegations of Paragraph 241 relate to other  
6 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
7 their truth, and therefore denies them. To the extent that the allegations of Paragraph 241  
8 relate to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
9 matters specifically admitted herein as follows. Samsung SDI admits that SDI Co.  
10 personnel attended the 2006 meeting of the Global FPD Partners' Conference.

11           242. To the extent that the allegations of Paragraph 242 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 242  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15           243. To the extent that the allegations of Paragraph 243 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent that the allegations of Paragraph 243  
18 relate to Samsung SDI, Samsung SDI denies all of those allegations, with the exception of  
19 matters specifically admitted herein as follows. Samsung SDI admits that Ho Kyoong  
20 Chung, an employee of SDI Co. at the time, attended the 2006 meeting of the Global FPD  
21 Partners' Conference.

22           244. Samsung SDI denies each and every allegation of Paragraph 244.

23           245. Samsung SDI avers that the allegations of Paragraph 245 constitute  
24 legal contentions and/or conclusions to which no response is required. To the extent that a  
25 response is required, and to the extent that allegations of Paragraph 245 relate to Samsung  
26 SDI, Samsung SDI denies all of the allegations. To the extent the allegations of Paragraph  
27 245 relate to other defendants, Samsung SDI lacks knowledge or information sufficient to  
28 form a belief as to the truth of those allegations, and therefore denies them.

1           246. Samsung SDI lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations of Paragraph 246, and therefore denies them.

3           247. To the extent that the allegations of Paragraph 247 relate to other  
4 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
5 their truth, and therefore denies them. To the extent that the allegations of Paragraph 247  
6 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7           248. To the extent that the allegations of Paragraph 248 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 248  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11           249. To the extent that the allegations of Paragraph 249 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 249  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15           250. To the extent the allegations of Paragraph 250 constitute legal  
16 contentions and/or conclusions, Samsung SDI avers that no response is required. To the  
17 extent a response is required, and to the extent the allegations of Paragraph 250 relate to  
18 Samsung SDI, Samsung SDI denies all of those allegations. To the extent the allegations  
19 of Paragraph 250 relate to other defendants, Samsung SDI lacks knowledge or information  
20 sufficient to form a belief as to the truth of those allegations, and therefore denies them.

21           251. To the extent the allegations of Paragraph 251 constitute legal  
22 contentions and/or conclusions, Samsung SDI avers that no response is required. To the  
23 extent that the allegations of Paragraph 251 relate to Samsung SDI, Samsung SDI denies  
24 all of those allegations. To the extent that the allegations of Paragraph 251 relate to other  
25 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
26 their truth, and therefore denies them, with the exception of matters specifically admitted  
27 herein as follows. Samsung SDI admits that certain defendants entered into plea  
28 agreements with the DOJ, the terms of which are matters of public record.

1           252. Samsung SDI denies each and every allegation of Paragraph 252.

2           **G. Allegations Regarding Plaintiff's Injuries**

3           253. Samsung SDI denies each and every allegation of Paragraph 253.

4           254. To the extent that the allegations of Paragraph 254 relate to other  
5 defendants or Plaintiff, Samsung SDI lacks knowledge or information sufficient to form a  
6 belief as to their truth, and therefore denies them. To the extent that the allegations of  
7 Paragraph 254 relate to Samsung SDI, Samsung SDI denies all of those allegations.

8           255. To the extent that the allegations of Paragraph 255 relate to other  
9 defendants or Plaintiff, Samsung SDI lacks knowledge or information sufficient to form a  
10 belief as to their truth, and therefore denies them. To the extent that the allegations of  
11 Paragraph 255 relate to Samsung SDI, Samsung SDI denies all of those allegations.  
12 Further, in light of the February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL  
13 1827, dkt. 4786), there are no remaining claims against Samsung SDI under the laws of  
14 New York.

15           256. To the extent that the allegations of Paragraph 256 relate to other  
16 defendants or Plaintiff, Samsung SDI lacks knowledge or information sufficient to form a  
17 belief as to their truth, and therefore denies them. To the extent that the allegations of  
18 Paragraph 256 relate to Samsung SDI, Samsung SDI denies all of those allegations.

19           257. To the extent that the allegations of Paragraph 257 relate to other  
20 defendants, third parties, or Plaintiff, Samsung SDI lacks knowledge or information  
21 sufficient to form a belief as to their truth, and therefore denies them. To the extent that  
22 the allegations of Paragraph 257 relate to Samsung SDI, Samsung SDI denies all of those  
23 allegations.

24           258. Samsung SDI lacks knowledge or information sufficient to form a  
25 belief as to the truth of the allegations of Paragraph 258, and therefore denies them.

26           259. Samsung SDI denies each and every allegation of Paragraph 259.

27           **H. Plaintiff's Allegations of Fraudulent Concealment**

28

1           260. Samsung SDI denies the allegations in the first sentence of Paragraph  
2 260. To the extent that the remaining allegations of Paragraph 260 relate to other  
3 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
4 their truth, and therefore denies them. To the extent that the remaining allegations of  
5 Paragraph 260 relate to Samsung SDI, Samsung SDI denies all of those allegations.

6           261. To the extent that the allegations of Paragraph 261 relate to other  
7 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
8 their truth, and therefore denies them. To the extent that the allegations of Paragraph 261  
9 relate to Samsung SDI, Samsung SDI denies all of those allegations.

10          262. To the extent that the allegations of Paragraph 262 relate to other  
11 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
12 their truth, and therefore denies them. To the extent that the allegations of Paragraph 262  
13 relate to Samsung SDI, Samsung SDI denies all of those allegations.

14          263. To the extent that the allegations of Paragraph 263 relate to other  
15 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
16 their truth, and therefore denies them. To the extent that the allegations of Paragraph 263  
17 relate to Samsung SDI, Samsung SDI denies all of those allegations.

18          264. Samsung SDI denies the allegations in the first sentence of Paragraph  
19 264. To the extent that the remaining allegations of Paragraph 264 relate to other  
20 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
21 their truth, and therefore denies them. To the extent that the remaining allegations of  
22 Paragraph 264 relate to Samsung SDI, Samsung SDI denies all of those allegations.

23          265. To the extent that the allegations of Paragraph 265 relate to other  
24 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
25 their truth, and therefore denies them. To the extent that the allegations of Paragraph 265  
26 relate to Samsung SDI, Samsung SDI denies all of those allegations.

27          266. To the extent that the allegations of Paragraph 266 relate to other  
28 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to

1 their truth, and therefore denies them. To the extent that the allegations of Paragraph 266  
2 relate to Samsung SDI, Samsung SDI denies all of those allegations.

3           267. To the extent that the allegations of Paragraph 267 relate to other  
4 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
5 their truth, and therefore denies them. To the extent that the allegations of Paragraph 267  
6 relate to Samsung SDI, Samsung SDI denies all of those allegations.

7           268. To the extent that the allegations of Paragraph 268 relate to other  
8 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
9 their truth, and therefore denies them. To the extent that the allegations of Paragraph 268  
10 relate to Samsung SDI, Samsung SDI denies all of those allegations.

11           269. To the extent that the allegations of Paragraph 269 relate to other  
12 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
13 their truth, and therefore denies them. To the extent that the allegations of Paragraph 269  
14 relate to Samsung SDI, Samsung SDI denies all of those allegations.

15           270. To the extent that the allegations of Paragraph 270 relate to other  
16 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
17 their truth, and therefore denies them. To the extent that the allegations of Paragraph 270  
18 relate to Samsung SDI, Samsung SDI denies all of those allegations.

19           271. To the extent that the allegations of Paragraph 271 relate to other  
20 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
21 their truth, and therefore denies them. To the extent that the allegations of Paragraph 271  
22 relate to Samsung SDI, Samsung SDI denies all of those allegations.

23           272. To the extent that the allegations of Paragraph 272 relate to other  
24 defendants, Samsung SDI lacks knowledge or information sufficient to form a belief as to  
25 their truth, and therefore denies them. To the extent that the allegations of Paragraph 272  
26 relate to Samsung SDI, Samsung SDI denies all of those allegations.

27           273. Samsung SDI denies each and every allegation of Paragraph 273.

28           274. Samsung SDI denies each and every allegation of Paragraph 274.



1                    **Count 2 – Violation of the State Antitrust and Unfair Competition Laws**

2                    287. Samsung SDI repeats and incorporates by reference its responses to  
3 Paragraphs 1 through 286 of the Complaint with the same force and effect as if set forth  
4 herein at length.

5                    288. Samsung SDI avers that the allegations of Paragraph 288 constitute  
6 legal contentions and/or conclusions to which no response is required, but Samsung SDI  
7 nonetheless denies all of those allegations. Further, in light of the February 6, 2012 Order  
8 Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining  
9 claims against Samsung SDI under the laws of California.

10                   289. To the extent that the allegations of Paragraph 289 relate to other  
11 defendants, third parties, or Plaintiff, Samsung SDI lacks knowledge or information  
12 sufficient to form a belief as to their truth, and therefore denies them. To the extent that  
13 the allegations of Paragraph 289 relate to Samsung SDI, Samsung SDI denies all of those  
14 allegations. Further, in light of the February 6, 2012 Order Re: Defendants' Motions To  
15 Dismiss (MDL 1827, dkt. 4786), there are no remaining claims against Samsung SDI  
16 under the laws of California.

17                   290. Samsung SDI avers that the allegations of Paragraph 290 constitute  
18 legal contentions and/or conclusions to which no response is required, but Samsung SDI  
19 nonetheless denies all of those allegations. Further, in light of the February 6, 2012 Order  
20 Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining  
21 claims against Samsung SDI under the laws of California.

22                   291. To the extent the allegations of Paragraph 291 relate to other  
23 defendants or Plaintiff, Samsung SDI lacks knowledge or information sufficient to form a  
24 belief as to their truth, and therefore denies them. To the extent the allegations of  
25 Paragraph 291 relate to Samsung SDI, Samsung SDI denies all of those allegations, with  
26 the exception of matters specifically admitted herein as follows. Samsung SDI admits that  
27 SDIA maintains an office in Irvine, California. Samsung SDI further admits that LG  
28 Display Co., Ltd.; LG Display America, Inc.; Sharp Corporation; and Chunghwa Picture

1 Tubes, Ltd. entered into plea agreements with the DOJ, the terms of which are matters of  
2 public record. Further, in light of the February 6, 2012 Order Re: Defendants' Motions To  
3 Dismiss (MDL 1827, dkt. 4786), there are no remaining claims against Samsung SDI  
4 under the laws of California and New York.

5           292. Samsung SDI avers that the allegations of Paragraph 292 constitute  
6 legal contentions and/or conclusions to which no response is required, but Samsung SDI  
7 nonetheless denies all of those allegations. Further, in light of the February 6, 2012 Order  
8 Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining  
9 claims against Samsung SDI under the laws of California.

10           293. Samsung SDI avers that the allegations of Paragraph 293 constitute  
11 legal contentions and/or conclusions to which no response is required, but Samsung SDI  
12 nonetheless denies all of those allegations. Further, in light of the February 6, 2012 Order  
13 Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining  
14 claims against Samsung SDI under the laws of California.

15           294. Samsung SDI avers that the allegations of Paragraph 294 and its  
16 subparts constitute legal contentions and/or conclusions to which no response is required,  
17 but Samsung SDI nonetheless denies all of those allegations. Further, in light of the  
18 February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786),  
19 there are no remaining claims against Samsung SDI under the laws of California.

20           295. Samsung SDI avers that the allegations of Paragraph 295, including  
21 its subparts constitute legal contentions and/or conclusions to which no response is  
22 required, but Samsung SDI nonetheless denies all of those allegations. Further, in light of  
23 the February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786),  
24 there are no remaining claims against Samsung SDI under the laws of California.

25           296. Samsung SDI avers that the allegations of Paragraph 296 constitute  
26 legal contentions and/or conclusions to which no response is required, but Samsung SDI  
27 nonetheless denies all of those allegations. Further, in light of the February 6, 2012 Order  
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1 Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining  
2 claims against Samsung SDI under the laws of California.

3           297. Samsung SDI avers that the allegations of Paragraph 297 constitute  
4 legal contentions and/or conclusions to which no response is required, but Samsung SDI  
5 nonetheless denies all of those allegations. Further, in light of the February 6, 2012 Order  
6 Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining  
7 claims against Samsung SDI under the laws of California.

8           298. To the extent the allegations of Paragraph 298 and its subparts relate  
9 to other defendants or Plaintiff, Samsung SDI lacks knowledge or information sufficient to  
10 form a belief as to their truth, and therefore denies them. To the extent the allegations of  
11 Paragraph 298 and its subparts relate to Samsung SDI, Samsung SDI denies all of those  
12 allegations, with the exception of matters specifically admitted herein as follows.

13 Samsung SDI admits that SDIA maintains an office in Irvine, California. Samsung SDI  
14 further admits that LG Display Co., Ltd.; LG Display America, Inc.; Sharp Corporation;  
15 and Chunghwa Picture Tubes, Ltd. entered into plea agreements with the DOJ, the terms of  
16 which are matters of public record. Further, in light of the February 6, 2012 Order Re:  
17 Defendants' Motions To Dismiss (MDL 1827, dkt. 4786), there are no remaining claims  
18 against Samsung SDI under the laws of California.

19           299. Samsung SDI avers that the allegations of Paragraph 299 and its  
20 subparts constitute legal contentions and/or conclusions to which no response is required,  
21 but Samsung SDI nonetheless denies all of those allegations. Further, in light of the  
22 February 6, 2012 Order Re: Defendants' Motions To Dismiss (MDL 1827, dkt. 4786),  
23 there are no remaining claims against Samsung SDI under the laws of New York.

24           **J. Allegations Concerning Plaintiff's Prayer for Relief.**

25           Samsung SDI denies that Plaintiff suffered any injury or incurred any  
26 damages by any act or omission of Samsung SDI as alleged in the Complaint, and further  
27 denies that Plaintiff is entitled to any relief under any theory by means of the allegations  
28 set forth in the Complaint.

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**ADDITIONAL OR AFFIRMATIVE DEFENSES**

Without assuming any burden it would not otherwise bear, Samsung SDI asserts the following additional and/or affirmative defenses to Plaintiff's Complaint:

**FIRST ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

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

**SECOND ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Waiver and Estoppel)**

Plaintiff's claims should be dismissed to the extent that they are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

**THIRD ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Laches)**

Plaintiff's claims should be dismissed to the extent that they are barred, in whole or in part, by the equitable doctrine of laches.

**FOURTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

Plaintiff's claims should be dismissed to the extent that they are barred, in whole or in part, by the equitable doctrine of unclean hands.

**FIFTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Remedies Unconstitutional, Unauthorized or Contrary to Public Policy)**

Plaintiff's claims should be dismissed to the extent that they are barred, in whole or in part, because the remedies sought are unconstitutional, contrary to public policy, or are otherwise unauthorized.

**SIXTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Absence of Damages)**

Plaintiff's claims should be dismissed because Plaintiff has suffered no injury or damages as a result of the matters alleged in the Complaint. To the extent that Plaintiff purportedly suffered injury or damage, which Samsung SDI specifically denies, Samsung

1 SDI further contends that any such purported injury or damage was not by reason of any  
2 act or omission of Samsung SDI.

3 **SEVENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

4 **(No Antitrust Injury)**

5 Plaintiff's claims should be dismissed because Plaintiff has not suffered  
6 actual, cognizable antitrust injury of the type antitrust laws are intended to remedy.

7 **EIGHTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

8 **(Uncertainty of Damages)**

9 Plaintiff's claims should be dismissed because the alleged damages sought  
10 are too speculative and uncertain, and cannot be practicably ascertained or allocated.

11 **NINTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

12 **(Failure to Mitigate Damages)**

13 Plaintiff's claims should be dismissed, in whole or in part, because Plaintiff  
14 failed to take all necessary, reasonable, and appropriate actions to mitigate their alleged  
15 damages, if any.

16 **TENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

17 **(Statute of Limitation)**

18 Plaintiff's claims are barred, in whole or in part, by the applicable statute(s)  
19 of limitations, including, but not limited to, the following: Cal. Bus. and Prof. Code §§  
20 17208 and/or 16750.1 and N.Y. C.P.L.R. § 214(2).

21 Further, in light of the February 6, 2012 Order Re: Defendants' Motions To  
22 Dismiss (MDL 1827, dkt. 4786), there are no remaining claims against Samsung SDI  
23 under the laws of California and New York.

24 **ELEVENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

25 **(Unjust Enrichment)**

26 Plaintiff's claims should be dismissed to the extent that they are barred, in  
27 whole or in part, because Plaintiff would be unjustly enriched if it was allowed to recover  
28 any part of the damages alleged in the Complaint.

1                                   **TWELFTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

2   **(Lack of Proximate Cause)**

3                   Plaintiff's claims should be dismissed to the extent that they are barred, in  
4 whole or in part, due to the absence of any injury or damage for which Samsung SDI's  
5 actions, conduct, or omissions were the proximate cause.

6                                   **THIRTEENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

7   **(Adequate Remedy at Law)**

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

10                                   **FOURTEENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

11   **(Privilege)**

12                   Plaintiff's claims should be dismissed to the extent that they are barred, in  
13 whole or in part, because any action taken by or on behalf of Samsung SDI was justified,  
14 constituted bona fide business competition and was taken in pursuit of its own legitimate  
15 business and economic interests, and is therefore privileged.

16                                   **FIFTEENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

17   **(Non-actionable or Governmental Privilege)**

18                   Plaintiff's claims are barred, in whole or in part, because the alleged conduct  
19 of Samsung SDI that is the subject of the Complaint was caused by, due to, based upon, or  
20 in response to directives, laws, regulations, policies, and/or acts of governments,  
21 governmental agencies and entities, and/or regulatory agencies, and such is non-actionable  
22 or privileged.

23                                   **SIXTEENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

24   **(Failure to Join Indispensable Parties)**

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

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1                                    **SEVENTEENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

2                                    **(Comparative Fault)**

3                                    Plaintiff's claims should be dismissed to the extent that they are barred, in  
4 whole or in part, because any and all injuries alleged in the Complaint, the fact and extent  
5 of which Samsung SDI specifically denies, were directly and proximately caused or  
6 contributed to by the statements, acts, and/or omissions of Plaintiff and/or third parties or  
7 entities, other than Samsung SDI.

8                                    **EIGHTEENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

9                                    **(Acquiescence)**

10                                  Plaintiff's claims should be dismissed to the extent that they are barred, in  
11 whole or in part, by Plaintiff's acquiescence and/or confirmation of any and all conduct  
12 and/or omissions alleged as to Samsung SDI.

13                                  **NINETEENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

14                                  **(Failure to State a Claim Under the Foreign Trade Antitrust Improvements Act)**

15                                  Plaintiff's claims for any foreign purchases, if any, should be dismissed to the  
16 extent that they are barred, in whole or in part, because Plaintiff has failed to allege facts  
17 sufficient to support a claim under the Foreign Trade Antitrust Improvements Act, 15  
18 U.S.C. § 6a.

19                                  **TWENTIETH ADDITIONAL OR AFFIRMATIVE DEFENSE**

20                                  **(Uncertainty)**

21                                  Plaintiff's claims should be dismissed for uncertainty and vagueness and  
22 because their claims are ambiguous, and/or unintelligible. Samsung SDI avers that  
23 Plaintiff's claims do not describe the events or legal theories with sufficient particularity to  
24 permit Samsung SDI to ascertain what other defenses may exist. Samsung SDI therefore  
25 reserves the right to amend its Answer to assert additional defenses and/or supplement,  
26 alter, or change its Answer and/or defenses upon the discovery of more definitive facts  
27 upon the completion of its investigation and discovery.

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**TWENTY-FIRST ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Lack of Standing to Sue for Injuries Alleged)**

Plaintiff's claims should be dismissed, in whole or in part, to the extent Plaintiff lack standing to sue for the injuries alleged in the Complaint.

**TWENTY-SECOND ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Competition Not Harmed)**

Plaintiff's claims should be dismissed to the extent that they are barred, in whole or in part, because Samsung SDI's actions did not lessen competition in the relevant market.

**TWENTY-THIRD ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Intervening or Superseding Acts of Third Parties)**

The damages of Plaintiff, if any, resulted from the acts or omissions of third parties over whom Samsung SDI had no control or responsibility. The acts of such third parties constitute intervening or superseding causes of harm, if any, suffered by Plaintiff.

**TWENTY-FOURTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Injury or Damages Offset by Benefits Received)**

Plaintiff's claims should be dismissed to the extent that they are barred, in whole or in part, because any claimed injury or damage has been offset by benefits received by Plaintiff with respect to the challenged conduct.

**TWENTY-FIFTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

**(Increased Output and Lower Prices)**

Samsung SDI, without admitting the existence of any contract, combination, or conspiracy in restraint of trade as alleged in the Complaint, avers that the matters about which Plaintiff complains resulted in increased output and lower prices for TFT-LCD panels and/or products.

1                   **TWENTY-SIXTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

2                                   **(Prices Fixed by Plaintiff)**

3                   Plaintiff's claims should be dismissed to the extent they are barred, in whole  
4 or in part, because the price of TFT-LCD panels and/or products was fixed, if at all, by  
5 Plaintiff and/or other purchasers of TFT-LCD panels and/or products, either individually  
6 or collectively.

7                   **TWENTY-SEVENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

8                                   **(Failure to Allege Fraud or Fraudulent Concealment with Particularity)**

9                   Plaintiff's claims should be dismissed to the extent that they are barred, in  
10 whole or in part, because Plaintiff has failed to allege fraud or fraudulent concealment with  
11 sufficient particularity.

12                   **TWENTY-EIGHTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

13                                   **(Failure to Plead Conspiracy with Particularity)**

14                   Plaintiff's claims should be dismissed to the extent that they are barred, in  
15 whole or in part, because Plaintiff has failed to allege conspiracy with sufficient  
16 particularity.

17                   **TWENTY-NINTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

18                                   **(No Detrimental Reliance)**

19                   Plaintiff's claims should be dismissed to the extent that they are barred, in  
20 whole or in part, because Plaintiff did not detrimentally rely upon any alleged deceptive  
21 trade conduct as alleged in the Complaint.

22                   **THIRTIETH ADDITIONAL OR AFFIRMATIVE DEFENSE**

23                                   **(Set Off)**

24                   Without admitting that Plaintiff are entitled to recover damages in this  
25 matter, Samsung SDI is entitled to set off from any recovery Plaintiff may obtain against  
26 Samsung SDI any amount paid to Plaintiff by any other Defendants who have settled, or  
27 do settle, Plaintiff's claims in this matter.

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1                                    **THIRTY-FIRST ADDITIONAL OR AFFIRMATIVE DEFENSE**

2                                    **(Failure to State a Claim for Injunctive Relief)**

3                                    Plaintiff's claims should be dismissed to the extent that they are barred, in  
4 whole or in part, because Plaintiff has failed to state a claim for injunctive relief insofar as  
5 Plaintiff seeks to enjoin alleged events that have already transpired without the requisite  
6 showing of threatened harm or continuing harm.

7                                    **THIRTY-SECOND ADDITIONAL OR AFFIRMATIVE DEFENSE**

8                                    **(No Attorney Fees Allowed)**

9                                    An award of attorneys' fees, based upon the conduct alleged in the  
10 Complaint, is not allowed under applicable federal or state law.

11                                   **THIRTY-THIRD ADDITIONAL OR AFFIRMATIVE DEFENSE**

12                                   **(Damages Passed On)**

13                                   Plaintiff's claims should be dismissed to the extent they are barred, in whole  
14 or in part, because any injury or damage alleged in the Complaint, which Samsung SDI  
15 specifically denies, was passed on to persons or entities other than Plaintiff and/or was  
16 passed on by Plaintiff to other parties.

17                                   **THIRTY-FOURTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

18                                   **(Damages Not Passed Through to Plaintiff)**

19                                   Plaintiff's claims should be dismissed to the extent they are barred, in whole  
20 or in part, because any injury or damage alleged in the Complaint was not incurred by or  
21 passed on to Plaintiff, or was incurred by or passed on to persons or entities other than  
22 Plaintiff.

23                                   **THIRTY-FIFTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

24                                   **(No Unreasonable Restraint Of Trade)**

25                                   Plaintiff's claims are barred, in whole or in part, because the alleged conduct  
26 of Samsung SDI did not unreasonably restrain trade.

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1                                   **FORTY-FIRST ADDITIONAL OR AFFIRMATIVE DEFENSE**

2   **(Improper Extraterritorial Application)**

3                                   Plaintiff's claims are barred, in whole or in part, by the U.S. Constitution  
4 and/or applicable state law to the extent their claims seek the improper extraterritorial  
5 application of the laws of the various States cited to any transactions occurring outside  
6 those various States.

7                                   **FORTY-SECOND ADDITIONAL OR AFFIRMATIVE DEFENSE**

8   **(Acts Outside The Jurisdiction)**

9                                   Plaintiff's claims under the laws of the various States cited are barred, in  
10 whole or in part, to the extent Samsung SDI's alleged conduct occurred outside the  
11 jurisdiction of this Court and/or was neither directed to nor affected persons, entities, or  
12 commerce in the various States cited.

13                                   **FORTY-THIRD ADDITIONAL OR AFFIRMATIVE DEFENSE**

14   **(Restitution Unmanageable And Inequitable)**

15                                   Plaintiff's requests for relief are barred, in whole or in part, to the extent the  
16 restitution sought in the Complaint is unmanageable and inequitable.

17                                   **FORTY-FOURTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

18   **(Market Power)**

19                                   Plaintiff's claims are barred, in whole or in part, to the extent it has failed to  
20 allege or prove that Samsung SDI possessed or possesses market power in any legally  
21 cognizable relevant market.

22                                   **FORTY-FIFTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

23   **(Voluntary Payment)**

24                                   Plaintiff's claims are barred, in whole or in part, by the voluntary payment  
25 doctrine, under which one cannot recover payments with full knowledge of the facts.

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1                                   **FORTY-SIXTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

2   **(No 'Full Consideration' Damages)**

3                                   Plaintiff's claims are barred, in whole or in part, because Plaintiff is not  
4 entitled to "full consideration" damages.

5                                   **FORTY-SEVENTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

6   **(Lack of Standing as Indirect Purchasers)**

7                                   Plaintiff's claims are barred, in whole or in part, to the extent the various  
8 States cited have not repealed the *Illinois Brick* doctrine.

9                                   **FORTY-EIGHTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

10   **(Intrastate Conduct)**

11                                   Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff does  
12 not allege conduct and/or effects that are wholly or predominantly intrastate within the  
13 various States at issue.

14                                   **FORTY-NINTH ADDITIONAL OR AFFIRMATIVE DEFENSE**

15   **(Not Entitled To Seek Damages)**

16                                   Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff is not  
17 entitled to seek damages under the laws of the various States cited.

18                                   **FIFTIETH ADDITIONAL OR AFFIRMATIVE DEFENSE**

19   **(Failure To Allege Predicate Acts For Consumer Protection Claims)**

20                                   Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff has  
21 failed to allege predicate acts necessary to invoke application of the consumer protection  
22 laws of the various States cited.

23                                   **FIFTY-FIRST ADDITIONAL OR AFFIRMATIVE DEFENSE**

24   **(Failure To Plead Special Damages With Specificity)**

25                                   Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff has  
26 failed to plead special damages with specificity as required by the laws of the various  
27 States cited.

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