

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
United States of America,	:	No. 12-civ-2826 (DLC)
Plaintiff,	:	
v.	:	
Apple, Inc., et al.,	:	
Defendants.	:	
-----	X	

**ANSWER OF DEFENDANT
VERLAGSGRUPPE GEORG VON HOLTZBRINCK GMBH TO THE COMPLAINT**

Defendant Verlagsgruppe Georg von Holtzbrinck GmbH (“VGvH”) through its undersigned counsel, for its Answer to the Complaint, filed on April 11, 2012 (the “Complaint”), responds as follows to the allegations of the Complaint, and avers generally that the responses contained herein are with respect to the allegations of the Complaint directed to VGvH only, as it is not required to respond to allegations put forth against any other Defendant[, and that because VGvH does not publish or distribute eBooks, it denies knowledge or information sufficient to form a belief as to the truth of any allegations concerning these activities].

The United States Department of Justice alleges that VGvH participated in an alleged conspiracy with its U.S.-affiliate, Holtzbrinck Publishers, LLC d/b/a Macmillan (“Macmillan”)¹, and other European and U.S. publishers. For the record: Neither VGvH, nor Georg von Holtzbrinck GmbH & Co. KG, a limited partnership in which VGvH is the general partner, engaged in any such conspiracy. The allegation is baseless and VGvH denies it without qualification.

¹ The complaint erroneously alleges that VGvH owns Macmillan. See VGvH’s answer, *infra* to paragraph 15 of the Complaint.

1. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 1 of the Complaint.

2. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 2 of the Complaint.

3. Denies the allegations contained in paragraph 3 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 3 of the Complaint.

4. Denies the allegations contained in paragraph 4 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 4 of the Complaint.

5. Denies the allegations contained in paragraph 5 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 5 of the Complaint.

6. Denies the allegations contained in paragraph 6 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 6 of the Complaint.

7. Denies the allegations contained in paragraph 7 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 7 of the Complaint.

8. Denies the allegations contained in paragraph 8 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 8 of the Complaint.

9. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 9 of the Complaint.

10. Denies the allegations contained in paragraph 10 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 10 of the Complaint.

11. Avers that, because the allegations contained in paragraph 11 of the Complaint purport to state a legal conclusion, no responsive pleading is required.

12. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 12 of the Complaint.

13. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 13 of the Complaint.

14. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14 of the Complaint.

15. Admits the allegations contained in the first two sentences of paragraph 15 of the Complaint. Denies the remaining allegations contained in paragraph 15 of the Complaint, except admits that VGvH is the general partner of Georg von Holtzbrinck GmbH & Co. KG,

which is a limited partnership that indirectly owns 99.98% of Macmillan (the remaining 0.02% of which is indirectly owned by VGvH) and has its principal place of business at Gänsheidestraße 26, 70184 Stuttgart, Germany.

16. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16 of the Complaint.

17. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 17 of the Complaint.

18. Avers that, because the allegations contained in paragraph 18 of the Complaint purport to state a legal conclusion, no responsive pleading is required.

19. Avers that, because the allegations contained in paragraph 19 of the Complaint purport to state a legal conclusion, no responsive pleading is required.

20. Denies the allegations contained in paragraph 20 of the Complaint to the extent that they relate to VGvH, except admits that Macmillan, an indirect subsidiary of the limited partnership in which VGvH is the general partner, transacts business and is found in the Southern District of New York. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 20 of the Complaint.

21. Denies the allegations contained in paragraph 21 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 21 of the Complaint.

22. Denies the allegations contained in paragraph 22 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 22 of the Complaint.

23. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 23 of the Complaint.

24. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 24 of the Complaint.

25. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 25 of the Complaint.

26. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 26 of the Complaint.

27. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 27 of the Complaint.

28. Denies the allegations contained in paragraph 28 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 28 of the Complaint.

29. Denies the allegations contained in paragraph 29 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 29 of the Complaint.

30. Denies the allegations contained the second sentence of paragraph 30 of the Complaint to the extent that they relate to VGvH. Denies knowledge or information

sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 30 of the Complaint.

31. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 31 of the Complaint.

32. Denies the allegations contained in paragraph 32 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 32 of the Complaint.

33. Denies the allegations contained in paragraph 33 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 33 of the Complaint.

34. Denies the allegations contained in paragraph 34 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants and Amazon, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 34 of the Complaint.

35. Denies the allegations contained in paragraph 35 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 35 of the Complaint.

36. Denies the allegations contained in paragraph 36 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 36 of the Complaint.

37. Denies the allegations contained in paragraph 37 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 37 of the Complaint.

38. Denies the allegations contained in paragraph 38 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 38 of the Complaint.

39. Denies the allegations contained in paragraph 39 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 39 of the Complaint.

40. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 40 of the Complaint.

41. Denies the allegations contained in paragraph 41 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 41 of the Complaint.

42. Denies the allegations contained in paragraph 42 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 42 of the Complaint.

43. Denies the allegations contained in paragraph 43 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 43 of the Complaint.

44. Denies the allegations contained in paragraph 44 of the Complaint to the extent that they relate to VGvH, except admits that executives of VGvH met once with John Sargent and executives of another Defendant and its parent company in Europe in the fall of 2009, but denies that they “met...to communicate about e-books.” With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 44 of the Complaint.

45. Denies that VGvH’s CEO ever met with another publisher’s CEO “to discuss how they collectively could solve ‘the \$9.99 problem.’” Denies the remaining allegations contained in paragraph 45 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 45 of the Complaint.

46. Denies the allegations contained in paragraph 46 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 46 of the Complaint.

47. Denies the allegations contained in paragraph 47 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 47 of the Complaint.

48. Denies the allegations contained in the first sentence of paragraph 48 of the Complaint to the extent that they relate to VGvH. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 48 of the Complaint.

49. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 49 of the Complaint.

50. Denies the allegations contained in paragraph 50 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 50 of the Complaint.

51. Denies the allegations contained paragraph 51 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 51 of the Complaint.

52. Denies the allegations contained in paragraph 52 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 52 of the Complaint.

53. Denies the allegations contained in paragraph 53 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 53 of the Complaint.

54. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 54 of the Complaint.

55. Denies the allegations contained in paragraph 55 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 55 of the Complaint.

56. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 56 of the Complaint.

57. Denies the allegations contained in paragraph 57 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 57 of the Complaint.

58. Denies the allegations contained in paragraph 58 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 58 of the Complaint.

59. Denies the allegations contained in the first sentence of paragraph 59 of the Complaint to the extent that they relate to VGvH. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 59 of the Complaint.

60. Denies the allegations contained in paragraph 60 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 60 of the Complaint.

61. Denies the allegations contained in paragraph 61 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 61 of the Complaint.

62. Denies the allegations contained in paragraph 62 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 62 of the Complaint.

63. Denies the allegations contained in paragraph 63 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 63 of the Complaint.

64. Denies the allegations contained in paragraph 64 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 64 of the Complaint.

65. Denies the allegations contained paragraph 65 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 65 of the Complaint.

66. Denies the allegations contained paragraph 66 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 66 of the Complaint.

67. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained paragraph 67 of the Complaint.

68. Denies the allegations contained paragraph 68 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 68 of the Complaint.

69. Denies the allegations contained paragraph 69 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 69 of the Complaint.

70. Denies the allegations contained paragraph 70 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants and Amazon, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 70 of the Complaint.

71. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 71 of the Complaint.

72. Denies the allegations contained in paragraph 72 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 72 of the Complaint.

73. Denies the allegations contained in paragraph 73 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 73 of the Complaint.

74. Denies the allegations contained in paragraph 74 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 74 of the Complaint.

75. Denies the allegations contained in paragraph 75 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 75 of the Complaint.

76. Denies the allegations contained in paragraph 76 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 76 of the Complaint.

77. Denies the allegations contained paragraph 77 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 77 of the Complaint.

78. Denies the allegations contained in paragraph 78 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 78 of the Complaint.

79. Denies the allegations contained in paragraph 79 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants and Amazon, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 79 of the Complaint.

80. Denies the allegations contained in paragraph 80 of the Complaint to the extent that they relate to VGvH, except admits that VGvH is aware that Amazon stopped selling Macmillan's print books and eBooks for a certain period of time. With respect to all other Defendants and Amazon, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 80 of the Complaint.

81. Denies the allegations contained in paragraph 81 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 81 of the Complaint.

82. Denies the allegations contained in paragraph 82 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 82 of the Complaint.

83. Denies the allegations contained in paragraph 83 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants and Amazon, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 83 of the Complaint.

84. Denies the allegations contained paragraph 84 of the Complaint to the extent that they relate to VGvH, and refers to Amazon's public statements for a true and complete statement of their contents. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 84 of the Complaint.

85. Denies the allegations contained in the last sentence of paragraph 85 of the Complaint to the extent that they relate to VGvH. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 85 of the Complaint.

86. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 86 of the Complaint.

87. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 87 of the Complaint.

88. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 88 of the Complaint.

89. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 89 of the Complaint.

90. Denies the allegations contained in paragraph 90 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 90 of the Complaint.

91. Denies the allegations contained in paragraph 91 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 91 of the Complaint.

92. Denies the allegations contained in paragraph 92 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 92 of the Complaint.

93. Denies the allegations contained in the first sentence of paragraph 93 of the Complaint to the extent that they relate to VGvH. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 93 of the Complaint.

94. Denies the allegations contained in paragraph 94 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 94 of the Complaint.

95. Denies the allegations contained in paragraph 95 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 95 of the Complaint.

96. Denies the allegations contained in paragraph 96 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 96 of the Complaint.

97. Denies the allegations contained in paragraph 97 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 97 of the Complaint.

98. Denies the allegations contained in paragraph 98 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 98 of the Complaint.

99. Denies the allegations contained in paragraph 99 of the Complaint to the extent that they relate to VGvH and avers that, to the extent that the allegations contained in paragraph 99 of the Complaint purport to state a legal conclusion, no responsive pleading is required. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 99 of the Complaint.

100. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 100 of the Complaint.

101. Denies the allegations contained in paragraph 101 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge

or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 101 of the Complaint.

102. Denies the allegations contained in paragraph 102 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 102 of the Complaint.

103. Denies the allegations contained in paragraph 103 of the Complaint to the extent that they relate to VGvH. With respect to all other Defendants, VGvH denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 103 of the Complaint.

104. Avers that, because the allegations contained in paragraph 104 of the Complaint purport to state a legal conclusion, no responsive pleading is required.

To the extent that the Complaint sets forth any allegations to which VGvH has not responded above, these are denied.

AFFIRMATIVE AND OTHER DEFENSES

FIRST DEFENSE

The claims asserted in the Complaint against VGvH are barred because this Court lacks personal jurisdiction over VGvH.

SECOND DEFENSE

The claims asserted in the Complaint against VGvH are barred because venue is improper.

THIRD DEFENSE

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

FOURTH DEFENSE

The claims asserted in the Complaint against VGvH are barred because VGvH was not a part of any contract, combination, or conspiracy in restraint of trade.

FIFTH DEFENSE

The claims asserted in the Complaint against VGvH are barred because agency agreements are not subject to Section 1 of the Sherman Act.

SIXTH DEFENSE

The claims asserted in the Complaint against VGvH are barred because VGvH's alleged actions did not result in any harm to competition.

SEVENTH DEFENSE

The claims asserted in the Complaint against VGvH describe lawful activity under the rule of reason because the procompetitive justifications for VGvH's alleged actions outweigh any harm to competition resulting therefrom.

EIGHTH DEFENSE

The claims asserted in the Complaint against VGvH are barred because the relief sought is broader than what is necessary to remedy the harm alleged.

NINTH DEFENSE

The claims asserted in the Complaint against VGvH are barred because the relief sought is not in the public interest.

TENTH DEFENSE

VGvH hereby adopts and incorporates by reference any and all other defenses asserted or to be asserted by any other defendant to the extent VGvH may share in such defense.

ELEVENTH DEFENSE

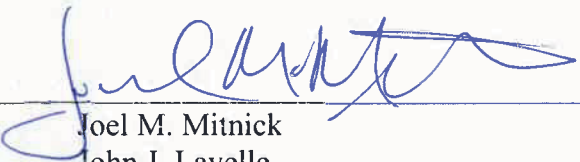
VGvH reserves the right to assert other defenses, cross-claims, and third-party claims when and if they become appropriate in this action.

WHEREFORE, VGvH seeks judgment:

- A. dismissing with prejudice all claims asserted against VGvH;

- B. awarding the costs of defending this action, including reasonable attorneys' fees, costs and disbursements; and
- C. granting such other and further relief as this Court may deem just and proper.

Dated: May 29, 2012



Joel M. Mitnick
John J. Lavelle
Alexandra Shear
David J. Carey

SIDLEY AUSTIN LLP
787 Seventh Avenue
New York, New York 10019
Tel.: (212) 839-5300

Attorneys for Defendant
Verlagsgruppe Georg von Holtzbrinck GmbH