   NeutralAs of: August 8, 2018 7:26 PM Z



# [***In re Cathode Ray Tube Crt Antitrust Litig.***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5NDF-X551-F04C-T0SG-00000-00&context=)

United States District Court for the Northern District of California

August 22, 2016, Decided; August 22, 2016, Filed

MDL No. 1917; Case No. C-07-5944 JST

**Reporter**

2016 U.S. Dist. LEXIS 186204 \*

IN RE: CATHODE RAY TUBE (CRT) ***ANTITRUST*** LITIGATION. This Order Relates To: ALL ACTIONS

**Prior History:** [*Crago, Inc. v. Chunghwa Picture Tubes, Ltd. (In re Cathode Ray Tube (CRT)* ***Antitrust*** *Litig.), 536 F. Supp. 2d 1364, 2008 U.S. Dist. LEXIS 12204 (J.P.M.L., Feb. 15, 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4RW4-WYX0-TXG3-V2B4-00000-00&context=)

**Core Terms**

conspiracy, withdrawal, Defendants', Subsidiaries, constructive knowledge, severed, summary judgment, suspicions, pricing, statute of limitations, ***Antitrust***, matter of law, coconspirators, manufactured, joint venture, Deposition, Reply, Electronics, suppliers, cartel, affirmative act, communicated, involvement, exit, alleged co conspirator, fraudulent concealment, companies, joined, email, tube

**Counsel:** **[\*1]**Mr. Martin Quinn, Special Master, Pro se, San Francisco, CA.

For Mr. Martin Quinn, Special Master: Martin Quinn, JAMS, San Francisco, CA.

For Crago, Inc., on behalf of itself and others similarly situated dba Dash Computers, Inc. a Kansas City corporation, Plaintiff: Bruce Lee Simon, LEAD ATTORNEY, Pearson Simon & Warshaw, LLP, San Francisco, CA; Guido Saveri, LEAD ATTORNEY, Saveri & Saveri, Inc., San Francisco, CA; Ashlei Melissa Vargas, Pearson, Simon & Warshaw LLP, San Francisco, CA; Christopher Wilson, Polsinelli Shughart PC, Kansas City, MO; Clifford H. Pearson, Pearson, Simon & Warshaw LLP, Sherman Oaks, CA; Daniel D. Owen, Shughart Thomson & Kilroy, P.C., Kansas City, MO; Daniel L. Warshaw, Pearson, Simon & Warshaw, LLP, Sherman Oaks, CA; Esther L Klisura, SL Environmental Law Group PC, San Francisco, CA; Jonathan Mark Watkins, Pearson Simon Warshaw & Penny LLP, San Francisco, CA; Patrick John Brady, Polsinelli PC, Kansas City, MO; Aaron M. Sheanin, Pearson, Simon & Warshaw, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Hawel A. Hawel d/b/a City Electronics, a California business, Plaintiff: Betty**[\*2]** Lisa Julian, Modesto, CA; Cadio R. Zirpoli, Saveri & Saveri, Inc., San Francisco, CA; Clinton Paul Walker, Damrell, Nelson, Schrimp, Pallios, Pache & Silva, Modesto, CA; Fred A. Silva, Damrell Nelson Schrimp Pallios, Pacher & Silva, Modesto, CA; Geoffrey Conrad Rushing, Saveri & Saveri Inc., San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Kathy Lee Monday, Damrell, Nelson, Schrimp, Pallios, Pacher & Silva, Modesto, CA; Richard Alexander Saveri, Saveri & Saveri, Inc., San Francisco, CA; Roger Martin Schrimp, Damrell Nelson Schrimp Pallios Pacher & Silva, Modesto, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY.

For Orion Home Systems, LLC, Plaintiff: Cadio R. Zirpoli, Saveri & Saveri, Inc., San Francisco, CA; Geoffrey Conrad Rushing, Saveri & Saveri Inc., San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Joseph W. Cotchett, Cotchett Pitre & McCarthy LLP, Burlingame, CA; Niki B. Okcu, AT&T Services, Inc. Legal Dept., San Francisco, CA; Randy R. Renick, Hadsell Stormer & Renick, LLP, Pasadena, CA; Richard Alexander Saveri, Saveri & Saveri, Inc., San Francisco, CA; Terry Gross, Gross & Belsky P.C., San Francisco, CA; Adam**[\*3]** C. Belsky, Gross & Belsky P.C., San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Monique Alonso, Gross & Belsky LLP; Sarah Crowley, Gross Belsky Alonso LLP; Steven Noel Williams, Cotchett Pitre & McCarthy LLP, Burlingame, CA.

For Jeffrey Figone, a California resident, on behalf of himself and all others similarly situated,, Plaintiff: Brian Joseph Barry, Law Offices of Brian Barry, Los Angeles, CA; Dennis Stewart, Hulett Harper Stewart LLP, San Diego, CA; Donald L. Perelman, Fine Kaplan & Black RPC, Philadelphia, PA; Gerard A Dever, Fine Kaplan and Black, RPC, Philadelphia, PA; Jeffrey Chad Shea, Attorney at Law, Henderson, NV; Joseph Goldberg, Freedman Boyd Hollander Goldberg Urias & Ward PA, Albuquerque, NM; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Josh Ewing, Freedman Boyd Hollander Goldberg Urias & Ward PA, Albuquerque, NM; Julie A. Kearns, Hulett Harper Stewart LLP, San Diego, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Mario N. Alioto, Trump Alioto Trump & Prescott, LLP, San Francisco, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott**[\*4]** LLP, San Francisco, CA; Matthew Duncan, Fine, Kaplan and Black, RPC, Philadelphia, PA; Veronica Besmer, Besmer Law Firm, Los Angeles, CA; Vincent J. Ward, Freedman Boyd Hollander Goldberg Urias & Ward PA, Albuquerque, NM.

For Chad Klebs, a Minnesota resident, on behalf of themselves and all others similarly situated, Plaintiff: Craig C. Corbitt, LEAD ATTORNEY, Zelle LLP, San Francisco, CA; Christopher Thomas Micheletti, Zelle LLP, San Francisco, CA; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA; Jennie Lee Anderson, Andrus Anderson LLP, San Francisco, CA; Judith A. Zahid, Zelle LLP, San Francisco, CA; Lori Erin Andrus, Andrus Anderson LLP, San Francisco, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Patrick Bradford Clayton, Law Offices of Francis O. Scarpulla, San Francisco, CA; Qianwei Fu, Zelle LLP, San Francisco, CA; Richard Michael Hagstrom, Hellmuth & Johnson, Edina, MN; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Princeton Display Technologies, Inc., on behalf of itself and all others similarly situated, a New Jersey corporation, Plaintiff: Bryan L.**[\*5]** Clobes, LEAD ATTORNEY, Cafferty Clobes Meriwether & Sprengel LLP, Philadelphia, PA; Lee Albert, LEAD ATTORNEY, Glancy Prongay & Murray LLP, New York, NY; James E. Cecchi, Carella Byrne Cecchi Olstein Brody & Agnello, P.C., Roseland, NJ; Lindsey H. Taylor, Carella Byrne, Roseland, NJ; Marisa C. Livesay, San Diego, CA; Susan Gilah Kupfer, Glancy Prongay & Murray LLP, Berkeley, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Betsy Carol Manifold, Wolf Haldenstein Adler Freeman & Herz; Francis M. Gregorek, Wolf Haldenstein Adler Freeman & Herz LLP; James P. McCarthy, Lindquist & Vennum; Rachele R. Rickert, Wolf Haldenstein Adler Freeman & Herz LLP.

For Carmen Gonzalez, a California resident, on behalf of herself and others similarly situated,, Plaintiff: James McManis, McManis Faulkner, San Jose, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Marwa Elzankaly, McManis, Faulkner, San Jose, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Samuel J. Nasto, a Nevada resident, Plaintiff: Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott,**[\*6]** LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Craig Stephenson, a New Mexico resident, Plaintiff: Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio**[\*7]** & Simon, Weirton, WV; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For David G. Norby, a Minnesota resident, Plaintiff: Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis,**[\*8]** MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For John Larch, a West Virginia resident, Plaintiff: Joel Flom, Jeffries Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Gary Hanson, a North Dakota resident, on behalf of themselves and all others similarly situated, Plaintiff: Joel Flom, Jeffries**[\*9]** Olson & Flom PA, Fargo, ND; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; M. Eric Frankovitch, Frankovitch Anetakis Colantonio & Simon, Weirton, WV; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Michael G. Simon, Frankovitch Anetakis Colantonio & Simon - Weirton, Weirton, WV; Robert B. Gerard, Gerard Selden & Osuch, San Diego, CA; Seymour J. Mansfield, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, Law Offices of Sherman Kassof, Lafayette, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Margaret Slagle, a Vermont resident, on behalf of herself and all others similarly situated, Plaintiff: Daniel R. Karon, LEAD ATTORNEY, Karon LLC, Cleveland, OH; Joseph M. Alioto, Sr., LEAD ATTORNEY, Alioto Law Firm, San Francisco, CA; Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA;**[\*10]** Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Mary Gilmore Kirkpatrick, Kirkpatrick & Goldborough PLLC, South Burlington, VT; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Barry Kushner, on behalf of themselves and all others similarly situated, Plaintiff: Joseph M. Alioto, Sr., LEAD ATTORNEY, Alioto Law Firm, San Francisco, CA; Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Daniel R. Karon, Karon LLC, Cleveland, OH; Daniel Joseph Mulligan, St. James Recovery Services, P.C., San Francisco, CA; Derek G. Howard, Derek G. Howard Law Firm, Inc., Mill Valley, CA; Jeffrey D. Bores, Chestnut & Cambronne, Minneapolis, MN; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA; Karl L. Cambronne, Chestnut & Cambronne, Minneapolis, MN; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA.

For Brian A. Luscher, a Arizona resident, on behalf of himself and all others similarly situated,, Plaintiff: Angelina Alioto-Grace, Alioto Law Firm, San Francisco, Ca; Joseph Michelangelo Alioto, Jr, Alioto Law Firm, San Francisco, CA;**[\*11]** Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert James Pohlman, Ryley Carlock & Applewhite PC, Phoenix, AZ; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Steven Ganz, a California resident, Plaintiff: John Dmitry Bogdanov, Cooper & Kirkham, P.C., San Francisco, CA; Josef Deen Cooper, Cooper & Kirkham, P.C., San Francisco, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Tracy R. Kirkman, Cooper & Kirkham PC.

For Dana Ross, a California resident, Plaintiff: Kathleen Styles Rogers, LEAD ATTORNEY, The Kralowec Law Group, San Francisco, CA; Susan Gilah Kupfer, LEAD ATTORNEY, Glancy Prongay & Murray LLP, Berkeley, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Brigid Terry, a Wisconsin resident, on behalf of herself and all others similarly situated, Jean B. Roth, LEAD ATTORNEY,**[\*12]** Mansfield Tanick & Cohen, Minneapolis, MN; Joseph Mario Patane, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Kenneth Leo Valinoti, LEAD ATTORNEY, Valinoti & Dito LLP, San Francisco, CA; Lauren Clare Capurro, LEAD ATTORNEY, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, LEAD ATTORNEY, Law Offices of Lawrence G. Papale, St. Helena, CA; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert J. Bonsignore, LEAD ATTORNEY, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV; Seymour J. Mansfield, LEAD ATTORNEY, Foley & Mansfield, PLLP, Minneapolis, MN; Sherman Kassof, LEAD ATTORNEY, Law Offices of Sherman Kassof, Lafayette, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Plaintiff: Southern Office Supply, Inc, on behalf of itself and all others similarly situated, Plaintiff: Gilmur Roderick Murray, LEAD ATTORNEY, Murray & Howard, LLP, San Francisco, CA; Daniel R. Karon, Karon LLC, Cleveland, OH; Donna F Solen, Lexington Law Group, San Francisco, CA; Drew A. Carson, Miller Goler Faeges, Cleveland, OH; Issac L. Diel, Sharp McQueen, Overland**[\*13]** Park, KS; Krishna Brian Narine, Meredith Narine, Philadelphia, PA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Steven J. Miller, Miller Goler Faeges, Cleveland, OH; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Meijer, Inc., On behalf of themselves and all others similarly situated, Plaintiff: Gregory K Arenson, LEAD ATTORNEY, Kaplan Fox and Kilsheimer LLP, New York, NY; Robert N. Kaplan, LEAD ATTORNEY, Kaplan Kilsheimer & Fox LLP, New York, NY; David Paul Germaine, PRO HAC VICE, Chicago, IL; Gary Laurence Specks, Kaplan Fox & Kilsheimer LLP, Highland Park, IL; Joseph Michael Vanek, PRO HAC VICE, Vanek Vickers & Masini PC, Chicago, IL; Linda P. Nussbaum, PRO HAC VICE, Nussbaum Law Group PC, New York, NY; Linda Phyllis Nussbaum, Nussbaum Law Group, P.C., New York, NY; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Meijer Distribution, Inc., on behalf of themselves and all others similarly situated, Plaintiff: Gregory K Arenson, LEAD ATTORNEY, Kaplan Fox and Kilsheimer LLP, New York, NY; Robert N. Kaplan, LEAD ATTORNEY, Kaplan Kilsheimer &**[\*14]** Fox LLP, New York, NY; David Paul Germaine, PRO HAC VICE, Chicago, IL; Gary Laurence Specks, Kaplan Fox & Kilsheimer LLP, Highland Park, IL; Joseph Michael Vanek, PRO HAC VICE, Vanek Vickers & Masini PC, Chicago, IL; Linda P. Nussbaum, PRO HAC VICE, Nussbaum LLP, Scarsdale, NY; Linda Phyllis Nussbaum, Nussbaum Law Group, P.C., New York, NY; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Arch Electronics, Inc, Plaintiff: Anthony J. Bolognese, LEAD ATTORNEY, Bolognese & Associates LLC, Philadelphia, PA; Gregory K Arenson, LEAD ATTORNEY, Kaplan Fox and Kilsheimer LLP, New York, NY; Linda P. Nussbaum, LEAD ATTORNEY, PRO HAC VICE, Kaplan Fox & Kilsheimer, LLP, New York, NY; Robert N. Kaplan, LEAD ATTORNEY, Kaplan Fox & Kilsheimer, LLP, New York, NY; Joshua H. Grabar, Bolognese & Associates, LLC, Philadelphia, PA; Kevin Bruce Love, PRO HAC VICE, Hanzman Criden & Love, P.A., 7301 SW; Linda Phyllis Nussbaum, Nussbaum Law Group, P.C., New York, NY; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Kory Pentland, a Michigan resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY,**[\*15]** Milberg LLP, NY, NY; Jeff S. Westerman, LEAD ATTORNEY, Westerman Law Corp, Los Angeles, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; Andrew J. Morganti, Milberg LLP, New York, NY; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Peter G.A. Safirstein, Morgan & Morgan, New York, NY; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Radio & TV Equipment, Inc, is a business headquartered in Fargo, North Dakota, Plaintiff: Lisa J. Rodriguez, LEAD ATTORNEY, Trujillo Rodriguez & Richards LLP, Haddonfield, NJ; Jason S. Kilene, Gustafson Gluek PLLC, Minneapolis, MN; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Brady Lane Cotton, a Florida resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Christina Diane Crow, Jinks, Crow & Dickson P.C., Union Springs, AL; J. Matthew Stephens, McCallum Methvin & Terrell PC, Birmingham, AL; James Michael Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco,**[\*16]** CA; Robert G. Methvin, McCallum Methvin & Terrell PC, Birmingham, AL; Robert Gordon Methvin, Jr, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Lynn W. Jinks, Jinks Crow & Dickson PC; Nathan A. Dickson, Jinks Crow & Dickson PC.

For Colleen Sobotka, a Florida resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Christopher William Cantrell, Birmingham, AL; J. Matthew Stephens, McCallum Methvin & Terrell PC, Birmingham, AL; James Michael Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Keith Thomson Belt, Jr., Belt Law Firm, P.C., Birmingham, AL; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Robert Page Bruner, Belt Law Firm, P.C., Birmingham, AL; Robert G. Methvin, McCallum Methvin & Terrell PC, Birmingham, AL; Robert Gordon Methvin, Jr, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Lynn W. Jinks, Jinks Crow & Dickson PC; Nathan A. Dickson, Jinks Crow & Dickson PC.

For Daniel Riebow,**[\*17]** a Hawaii resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Travis Burau, a Iowa resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Andrew Kindt, a Michigan resident, Plaintiff: James P. McCarthy, LEAD ATTORNEY, Lindquist & Vennum; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY.

For James Brown, a Michigan resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio**[\*18]** Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Alan Rotman, a Minnesota resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Ryan Rizzo, a Minnesota resident, Plaintiff: Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Charles Jenkins, a Mississippi resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump**[\*19]** & Prescott LLP, San Francisco, CA; J. Matthew Stephens, McCallum Methvin & Terrell PC, Birmingham, AL; James Michael Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Robert G. Methvin, McCallum Methvin & Terrell PC, Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Lynn W. Jinks, Jinks Crow & Dickson PC; Nathan A. Dickson, Jinks Crow & Dickson PC.

For Daniel R. Hergert, a Nebraska resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Adrienne Belai, a New York resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Joshua Maida, a North Carolina resident, Plaintiff:**[\*20]** Elizabeth Anne McKenna, LEAD ATTORNEY, Milberg LLP, NY, NY; Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Paul F. Novak, LEAD ATTORNEY, PRO HAC VICE, Milberg LLP, Detroit, MI; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Rosemary Ciccone, a Rhode Island resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Robert J. Bonsignore, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Frank Warner, a Tennessee resident, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Albert Sidney Crigler, a Tennessee resident, Plaintiff: Mario Nunzio Alioto, LEAD**[\*21]** ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert Brent Irby, LEAD ATTORNEY, McCallum, Hoaguland Cook & Irby LLP, Vestavia Hills, AL; Eric D. Hoaglund, McCallum Hoaglund Cook & Irby LLP, Vestavia Hills, AL; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Richard Freeman Horsley, King, Horsley & Lyons, Birmingham, AL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Direct Purchaser Plaintiffs, Plaintiff: Richard Alexander Saveri, LEAD ATTORNEY, Saveri & Saveri, Inc., San Francisco, CA; Aaron M. Sheanin, Pearson, Simon & Warshaw, LLP, San Francisco, CA; Allan Steyer, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Christopher L. Lebsock, Hausfeld LLP, San Francisco, CA; David Yau-Tian Hwu, Saveri and Saveri Inc., San Francisco, CA; Donald Scott Macrae, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Guido Saveri, Saveri & Saveri, Inc., San Francisco, CA; Jayne Ann Peeters, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Jill Michelle Manning, Steyer Lowenthal Boodrookas Alvarez & Smith LLP, San Francisco, CA; Matthew Dickinson**[\*22]** Heaphy, Saveri and Saveri, San Francisco, CA; Michael Paul Lehmann, Hausfeld LLP, San Francisco, CA; Stephanie Yunjin Cho, Hausfeld LLP, San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Bruce Lee Simon, Pearson Simon & Warshaw, LLP, San Francisco, CA; Daniel D. Cowen, Shughart Thomson & Kilroy PC; James P. McCarthy, Lindquist & Vennum; P. John Brady, Shughart Thomson & Kilroy PC.

For Indirect Purchaser Plaintiffs, Plaintiff: John Dennis O'Connor, LEAD ATTORNEY, O'Connor & Associates, San Francisco, CA; Lingel Hart Winters, LEAD ATTORNEY, Law Offices of Lingel H. Winters, San Francisco, CA; Robert J. Gralewski, Jr., LEAD ATTORNEY, Kirby McInerney LLP, San Diego, CA; Charles Matthew Thompson, Charles M. Thompson, P.C., Birmingham, AL; Craig C. Corbitt, Zelle LLP, San Francisco, CA; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA; Jennie Lee Anderson, Andrus Anderson LLP, San Francisco, CA; Jennifer Susan Rosenberg, Bramson, Plutzik, Mahler & Birkhaeuser, Walnut Creek, CA; John Dmitry Bogdanov, Cooper & Kirkham, P.C., San Francisco, CA; Josef Deen Cooper, Cooper & Kirkham, P.C., San Francisco, CA; Joseph Mario Patane, Trump,**[\*23]** Alioto, Trump & Prescott, LLP, San Francisco, CA; Judith A. Zahid, Zelle LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Mario Nunzio Alioto, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Sylvie K. Kern, Law Offices of Sylvie Kulkin Kern, San Francisco, CA; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Tracy R. Kirkham, Cooper & Kirkham, P.C., San Francisco, CA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Indirect Purchaser Plaintiffs, Plaintiff: Mario Nunzio Alioto, LEAD ATTORNEY, Trump Alioto Trump & Prescott LLP, San Francisco, CA; Robert J. Gralewski, Jr., LEAD ATTORNEY, Kirby McInerney LLP, San Diego, CA; Charles Matthew Thompson, Charles M. Thompson, P.C., Birmingham, AL; Christopher Thomas Micheletti, Zelle LLP, San Francisco, CA; Craig C. Corbitt, Zelle LLP, San Francisco, CA; David Nathan Lake, Law Offices of David N. Lake, Encino, CA; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA; Jennie Lee Anderson, Andrus Anderson LLP, San Francisco, CA; John Dmitry Bogdanov, Cooper & Kirkham, P.C., San Francisco, CA;**[\*24]** Josef Deen Cooper, Cooper & Kirkham, P.C., San Francisco, CA; Joseph Mario Patane, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Judith A. Zahid, Zelle LLP, San Francisco, CA; Lauren Clare Capurro, Trump, Alioto, Trump & Prescott, LLP, San Francisco, CA; Lawrence Genaro Papale, Law Offices of Lawrence G. Papale, St. Helena, CA; Lingel Hart Winters, Law Offices of Lingel H. Winters, San Francisco, CA; Matthew Duncan, Fine, Kaplan and Black, RPC, Philadelphia, PA; Paul F. Novak, PRO HAC VICE, Milberg LLP, Detroit, MI; Robert Brent Irby, McCallum, Hoaguland Cook & Irby LLP, Vestavia Hills, AL; Sylvie K. Kern, Law Offices of Sylvie Kulkin Kern, San Francisco, CA; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Timothy D. Battin, Straus & Boies LLP, Fairfax, VA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For State of Washington, State of Washington Attorney General, 800 5th Avenue, Suite 2000, Seattle, WA 98104, 206-464-7030, State of Washington, Plaintiff: Jonathan A Mark, LEAD ATTORNEY, Attorney General of Washington, Seattle, WA; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy,**[\*25]** Lindquist & Vennum.

For Electrograph Systems, Inc, Plaintiff: Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; James P. McCarthy, Lindquist & Vennum.

For Electrograph Technologies Corp., Plaintiff: Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; James P. McCarthy, Lindquist & Vennum.

For Interbond Corporation of America, Plaintiff: Stuart Harold Singer, LEAD ATTORNEY, Boies Schiller & Flexner, Fort Lauderdale, FL; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Office Depot, Inc., Plaintiff: Stuart Harold Singer, LEAD ATTORNEY, Boies Schiller & Flexner, Fort Lauderdale, FL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip**[\*26]** J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; James P. McCarthy, Lindquist & Vennum.

For Compucom Systems Inc, Plaintiff: Lewis Titus LeClair, LEAD ATTORNEY, McKool Smith, P.C., Dallas, TX; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Mike McKool, McKool Smith, P.C., Dallas, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Costco Wholesale Corporation, Plaintiff: Cori Gordon Moore, Perkins Coie LLP, Seattle, WA; David Burman, PRO HAC VICE, Perkins Coie LLP, Seattle, WA; David P. Chiappetta, Perkins Coie LLP, San Francisco, CA; Eric J. Weiss, PERKINS COIE LLP, Seattle, WA; Euphemia Nikki Thomopulos, Hirschfeld Kraemer LLP, San Francisco, CA; Nicholas H. Hesterberg, PRO HAC VICE, Perkins Coie LLP, Seattle, WA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Steven Douglas Merriman, Perkins Coie LLP, Seattle, WA; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy,**[\*27]** Lindquist & Vennum.

For Alfred H. Siegel, Alfred H. Siegel, as Trustee of the Circuit City Stores, Inc. Liquidating Trust, Plaintiff: Brian Gillett, Susman Godfrey L.L.P., Houston, TX; David M. Peterson, Susman Godfrey LLP, Houston, TX; John Pierre Lahad, Susman Godfrey LLP, Houston, TX; Johnny William Carter, Susman Godfrey LLP, Houston, TX; Jonathan Jeffrey Ross, N/A, Susman Godfrey L.L.P., Houston, TX; Jonathan Mark Weiss, Klee Tuchin Bogdanoff Stern LLP, Los Angeles, CA; Matthew C. Behncke, Susman Godfrey LLP, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Robert J. Pfister, Klee, Tuchin, Bogdanoff & Stern LLP, Los Angeles, CA; Robert Sabre Safi, Susman Godfrey L.L.P., Houston, TX; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum; Kenneth S. Marks, Houston, TX.

For Department of Legal Affairs, Plaintiff: Patricia A. Conners, LEAD ATTORNEY, Attorney General's Office, Tallahassee, FL; R. Scott Palmer, LEAD ATTORNEY, Office of the Attorney General, Tallahassee, FL; Liz Ann Brady, Office of the Attorney**[\*28]** General, Tallahassee, FL; Nicholas J. Weilhammer, Office of the Attorney General, Tallahassee, FL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Office of the Attorney General, Plaintiff: Patricia A. Conners, LEAD ATTORNEY, Attorney General's Office, Tallahassee, FL; R. Scott Palmer, LEAD ATTORNEY, Office of the Attorney General, Tallahassee, FL; Liz Ann Brady, Office of the Attorney General, Tallahassee, FL; Nicholas J. Weilhammer, Office of the Attorney General, Tallahassee, FL; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; James P. McCarthy, Lindquist & Vennum.

For Best Buy Co., Inc., Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller**[\*29]** & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy Enterprise Services, Inc., Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy Purchasing LLC, Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter**[\*30]** PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy Stores, L.P., Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Best Buy.com LLC, Plaintiff: Bernice Conn, LEAD ATTORNEY, Robins Kaplan L.L.P., Los Angeles, CA; David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Jill Sharon Casselman, Robins, Kaplan, Miller and**[\*31]** Ciresi L.L.P., Los Angeles, CA; Kenneth S. Marks, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Magnolia Hi-Fi, Inc., Plaintiff: David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Kenneth S. Marks, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., ATTORNEY TO BE NOTICED, K. Craig Wildfang, Attorney at Law, Minneapolis, MN; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

For Good Guys, Inc., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William**[\*32]** A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For KMart Corporation, Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; William J. Blechman, LEAD ATTORNEY, Kenny Nachwalter PA, Miami, FL; Christina Maria Ceballos-Levy, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL; Gavin David Whitis, Pond North LLP, Los Angeles, CA; Jalaine Garcia, Miami, FL; James T Almon, Kenny Nachwalter, PA, Miami, FL; Kenneth S. Marks, Houston, TX; Kevin J. Murray, Kenny Nachwalter PA, Miami, FL; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Richard A. Arnold, Kenny Nachwalter, Miami, FL; Ryan C Zagare, Kenny Nachwalter, PA, Miami, Fl; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Old Comp Inc., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Daniel Allen Sasse, Crowell & Moring LLP, Irvine, CA; Deborah Ellen Arbabi, Crowell and Moring LLP, Irvine, CA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Radioshack Corp., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring**[\*33]** LLP, Los Angeles, CA; Daniel Allen Sasse, Crowell & Moring LLP, Irvine, CA; Deborah Ellen Arbabi, Crowell and Moring LLP, Irvine, CA; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Sears, Roebuck and Co., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; William J. Blechman, LEAD ATTORNEY, Kenny Nachwalter PA, Miami, FL; Christina Maria Ceballos-Levy, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL; Gavin David Whitis, Pond North LLP, Los Angeles, CA; Jalaine Garcia, Miami, FL; James T Almon, Kenny Nachwalter, PA, Miami, FL; Kenneth S. Marks, Houston, TX; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Richard A. Arnold, Kenny Nachwalter, Miami, FL; Ryan C Zagare, Kenny Nachwalter, PA, Miami, Fl; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC; Kevin J. Murray, Kenny Nachwalter PA, Miami, FL.

For Target Corp., Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Astor Henry Lloyd Heaven, III, Crowell and Moring LLP, Washington, DC; Jerome A. Murphy, Crowell & Moring LLP,**[\*34]** Washington, DC; Kenneth S. Marks, Houston, TX; Matthew J. McBurney, Crowell & Moring LLP, Washington, DC; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Robert Brian McNary, Crowell & Moring LLP, Los Angeles, CA; Samuel J Randall, Kenny Nachwalter PA, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Giovanni Constabile, On behalf of themselves and all others similarly situated, Plaintiff: Lingel Hart Winters, LEAD ATTORNEY, Law Offices of Lingel H. Winters, San Francisco, CA.

For Gio's Inc, a California corporation, Plaintiff: Lingel Hart Winters, LEAD ATTORNEY, Law Offices of Lingel H. Winters, San Francisco, CA.

For Schultze Agency Services, LLC, on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC, Plaintiff: William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies, Schiller & Flexner LLP, Albany, NY.

For Tweeter Newco, LLC, Plaintiff: Anne M. Nardacci, LEAD ATTORNEY, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J. Iovieno, LEAD ATTORNEY, Boies, Schiller**[\*35]** & Flexner LLP, Albany, NY; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY.

For ABC Appliance, Inc., Plaintiff: Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Marta Cooperative of America, Inc., Plaintiff: Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For P.C. Richard & Son Long Island Corporation, Plaintiff: Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Sharp Corporation, Plaintiff: Colin C. West, Morgan Lewis & Bockius LLP, San Francisco, CA; Jonathan Alan Patchen, Taylor & Patchen, LLP, San Francisco, CA.

For Janet Ackerman, Plaintiff: Jeffrey Chad Shea, Attorney at Law, Henderson, NV.

For Gloria Comeaux, Plaintiff: Robert J. Bonsignore, Bonsignore Trial Lawyers, PLLC, Las Vegas,**[\*36]** NV.

For Kerry Lee Hall, Plaintiff: Robert J. Gralewski, Jr., LEAD ATTORNEY, Gergosian & Gralewski LLP, San Diego, CA; Christopher Thomas Micheletti, Zelle LLP, San Francisco, CA; Daniel Hume, Kirby McInerney LLP, New York, NY.

For Jeff Speaect, Plaintiff: Robert J. Bonsignore, Bonsignore Trial Lawyers, PLLC, Las Vegas, NV.

For Tech Data Corporation, Plaintiff: Melissa Willett, LEAD ATTORNEY, Boies, Schiller & Flexner, Washington, DC; Mitchell E. Widom, LEAD ATTORNEY, Bilzin Sumberg Baena Price & Axelrod, LLP, Miami, FL; Robert Turken, LEAD ATTORNEY, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; Scott N. Wagner, LEAD ATTORNEY, PRO HAC VICE, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; Stuart Harold Singer, LEAD ATTORNEY, Boies Schiller & Flexner, Fort Lauderdale, FL; William A. Isaacson, LEAD ATTORNEY, Boies Schiller & Flexner, Washington, DC; Anne M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Philip J. Iovieno, PRO HAC VICE, Boies Schiller & Flexner LLP, Albany, NY.

For Tech Data Product Management, Inc., Plaintiff: Robert Turken, LEAD ATTORNEY, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; Anne**[\*37]** M. Nardacci, Boies, Schiller & Flexner, LLP, Albany, NY; Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; Scott N. Wagner, Bilzin Sumberg Baena Price & Axelrod LLP, Miami, FL; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For Sharp Electronics Corporation, Plaintiff: Cheryl Ann Cauley, Taylor & Patchen, LLP, San Francisco, CA; Craig A Benson, Paul Weiss LLP, Washington, DC; Gary R Carney, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Jonathan Alan Patchen, Taylor & Patchen, LLP, San Francisco, CA; Joseph J Simons, Paul Weiss LLP, Washington, DC; Kenneth A. Gallo, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Washington, DC; Kenneth S. Marks, Houston, TX; Kira A Davis, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Stephen E. Taylor, Taylor & Patchen, LLP, San Francisco, CA.

For Sharp Electronics Manufacturing Company of America, Inc., Plaintiff: Cheryl Ann Cauley, Taylor & Patchen, LLP, San Francisco, CA; Craig A Benson, Paul Weiss LLP, Washington, DC; Gary R Carney, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Jonathan Alan Patchen, Taylor & Patchen, LLP, San Francisco,**[\*38]** CA; Joseph J Simons, Paul Weiss LLP, Washington, DC; Kenneth A. Gallo, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Washington, DC; Kenneth S. Marks, Houston, TX; Kira A Davis, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton and Garrison LLP, New York, NY; Stephen E. Taylor, Taylor & Patchen, LLP, San Francisco, CA.

For Dell Inc., Plaintiff: Debra Dawn Bernstein, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Elizabeth Helmer Jordan, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Matthew David Kent, LEAD ATTORNEY, Alston + Bird LLP, Atlanta, GA; Michael P. Kenny, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Rodney J Ganske, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; James Matthew Wagstaffe, Kerr & Wagstaffe LLP, San Francisco, CA; Michael John Newton, Alston & Bird, Dallas, TX.

For Dell Products L.P., Plaintiff: Debra Dawn Bernstein, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Elizabeth Helmer Jordan, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Matthew David Kent, LEAD ATTORNEY, Alston + Bird LLP, Atlanta, GA; Michael P. Kenny, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; Rodney J Ganske, LEAD ATTORNEY, Alston & Bird LLP, Atlanta, GA; James Matthew Wagstaffe, Kerr & Wagstaffe**[\*39]** LLP, San Francisco, CA; Michael John Newton, Alston & Bird, Dallas, TX.

For Magnolia Hi-Fi, LLC, Plaintiff: David Martinez, LEAD ATTORNEY, Robins Kaplan LLP, Los Angeles, CA; Jill Sharon Casselman, Robins, Kaplan, Miller and Ciresi L.L.P., Los Angeles, CA; Elliot S. Kaplan, Robins Kaplan Miller & Ciresi; Roman M. Silberfeld, Robins Kaplan L.L.P., Los Angeles, CA.

Viewsonic Corporation, Plaintiff: Jason C. Murray, LEAD ATTORNEY, Crowell & Moring LLP, Los Angeles, CA; Astor Henry Lloyd Heaven, III, Crowell and Moring LLP, Washington, DC; Daniel Allen Sasse, Crowell & Moring LLP, Irvine, CA; Deborah Ellen Arbabi, Crowell and Moring LLP, Irvine, CA; Jerome A. Murphy, Crowell & Moring LLP, Washington, DC; Kenneth S. Marks, Houston, TX; Matthew J. McBurney, Crowell & Moring LLP, Washington, DC; Robert Brian McNary, Crowell & Moring LLP, Los Angeles, CA; Samuel J Randall, Kenny Nachwalter PA, Miami, FL.

JEFF CRAIG, Plaintiff, Pro se.

MINA ASHKANNEJHAD, Plaintiff, Pro se.

ESTATE OF LATE R. DERYL EDWARDS JR Plaintiff, Pro se.

For INDIRECT PURCHASER PLAINTIFF CLASS, Plaintiff: Alan R. Plutzik, Bramson Plutzik Mahler & Birkhaeuser, LLP, Walnut Creek, CA; Daniel Edward Birkhaeuser, Bramson, Plutzik,**[\*40]** Mahler & Birkhaeuser, Walnut Creek, CA; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA; Timothy D. Battin, Straus & Boies LLP, Fairfax, VA.

For Eleanor Lewis, Plaintiff: John Dennis O'Connor, LEAD ATTORNEY, O'Connor & Associates, San Francisco, CA; Francis Onofrei Scarpulla, Law Offices of Francis O. Scarpulla, San Francisco, CA.

For Kirby McInerney LLP, Plaintiff: Robert J. Gralewski, Jr., LEAD ATTORNEY, Kirby McInerney LLP, San Diego, CA.

For Direct Purchaser Plaintiffs, Plaintiff: Terry Gross, Gross & Belsky P.C., San Francisco, CA.

For YRC, INC., Creditor: Jeffrey M. Judd, Judd Law Group, San Francisco, CA.

For Chunghwa Picture Tubes, LTD., ("Chunghwa PT") is a Taiwanese company, Defendant: Joel Steven Sanders, LEAD ATTORNEY, Gibson, Dunn & Crutcher LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Austin Van Schwing, Gibson, Dunn & Crutcher LLP, San Francisco, CA; David C. Brownstein, Farmer Brownstein Jaeger LLP, San Francisco, CA; Jacob P. Alpren, Farmer Brownstein Jaeger LLP, San Francisco, CA; William S Farmer, Farmer Brownstein Jaeger LLP, San Francisco, CA; Rachel S. Brass, Gibson Dunn & Crutcher LLP.

For Chunghwa Picture Tubes (Malaysia)**[\*41]** Sdn. Bhd., ("Chunghwa Malaysia") is a Malaysian company, Defendant: Joel Steven Sanders, LEAD ATTORNEY, Gibson, Dunn & Crutcher LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Austin Van Schwing, Gibson, Dunn & Crutcher LLP, San Francisco, CA; David C. Brownstein, Farmer Brownstein Jaeger LLP, San Francisco, CA; Jacob P. Alpren, Farmer Brownstein Jaeger LLP, San Francisco, CA; Rachel S. Brass, Gibson Dunn & Crutcher LLP, San Francisco, CA; William S Farmer, Farmer Brownstein Jaeger LLP, San Francisco, CA.

For Hitachi, Ltd., is a Japanese company, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; James Mutchnik, PRO HAC VICE, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, LEAD ATTORNEY, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Sharon D. Mayo, Arnold & Porter Kaye Scholer LLP, San Francisco, CA; Steven Alan Reiss, Weil, Gotshal**[\*42]** & Mangesl LLP, New York, NY.

For Hitachi America, Ltd., ("Hitachi America") is a New York company, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; James Mutchnik, PRO HAC VICE, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA.

For Hitachi Asia, Ltd., ("Hitachi Asia") is a Singaporean company, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Mutchnik, PRO HAC VICE, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Katherine Hamilton Wheaton, Chicago, IL; Katherine**[\*43]** Hamilton Wheaton, Chicago, IL.

For Irico Group Corp., ("IGC") is a Chinese entity, Defendant: Joseph R. Tiffany, II, LEAD ATTORNEY, Pillsbury Winthrop Shaw Pittman LLP, Palo Alto, CA.

For Irico Display Devices Co., Ltd., ("IDDC") is a Chinese entity, Defendant: Katherine Hamilton Wheaton, Chicago, IL.

For Panasonic Corporation of North America, ("PCNA") is a Delaware corporation, Defendant: David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP`, New York, NY; Eva W. Cole, LEAD ATTORNEY, PRO HAC VICE, Winston & Strawn LLP, New York, NY; A. Paul Victor, Winston & Strawn LLP, New York, NY; Aldo A. Badini, Winston & Strawn LLP, Menlo Park, CA; Amy Lee Stewart, PRO HAC VICE, Rose Law Firm, Little Rock, AR; Andrew R. Tillman, Paine Tarwater Bickers & Tillman, Knoxville, TN; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; David E. Yolkut, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Douglas L Wald, Washington, DC; James F. Lerner, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett,**[\*44]** Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; John Selim Tschirgi, PRO HAC VICE, Winston and Strawn LLP, NYC, NY; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kajetan Rozga, PRO HAC VICE, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin B. Goldstein, Winston & Strawn LLP, Washington, DC; Lara Elvidge Veblen, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Margaret Anne Keane, DLA Piper LLP, San Francisco, CA; Martin C. Geagan, Jr., PRO HAC VICE, Winston and Strawn LLP, New York, NY; Matthew Robert DalSanto, Winston and Strawn LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Ryan Michael Goodland, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Steven A. Reiss, Weil Gotshal & Manges LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL; Adam C. Hemlock, Weil Gotshal and**[\*45]** Manges LLP, New York, NY; Molly M Donovan, Dewey & LeBoeuf LLP.

For Samtel Color, Ltd., ("Samtel") is a Indian company, Defendant: William Diaz, McDermott Will & Emery LLP, Irvine, CA.

For Beijing-Matsushita Color CRT Company, Ltd., ("BMCC") is a Chinese company, Defendant: Terry Calvani, LEAD ATTORNEY, Freshfields Bruckhaus Deringer US LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Bruce C. McCulloch, Freshfields Bruckhaus Deringer US LLP, Washington, DC; Christine A. Laciak, Freshfields Bruckhaus Deringer US LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Richard Sutton Snyder, Freshfields Bruckhaus Deringer US LLP, Washington, DC.

For LG Electronics U.S.A., Inc., ("LGEUSA") is a Delaware corporation, Defendant: Miriam Kim, LEAD ATTORNEY, Munger, Tolles & Olson, San Francisco, CA; Brad Dennis Brian, Munger Tolles & Olson LLP, Los Angeles, CA; Cathleen Hamel Hartge, Munger Tolles and Olson LLP, San Francisco, CA; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Esteban Martin Estrada, Munger Tolles and Olson,**[\*46]** Los Angeles, CA; Hojoon Hwang, Munger Tolles & Olson LLP, San Francisco, CA; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jerome Cary Roth, Munger Tolles & Olson LLP, San Francisco, CA; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Laura K Lin, Munger, Tolles and Olson LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL; Xiaochin Claire Yan, Munger Tolles and Olson, LLP, Los Angeles, CA; William David Temko, Munger, Tolles & Olson LLP, Los Angeles, CA.

For Samsung Electronics Co Ltd, ("SEC") is a South Korean company, Defendant: Ian T Simmons, LEAD ATTORNEY, O'Melveny & Myers LLP, Washington, DC; Michael Frederick Tubach, LEAD ATTORNEY, O'Melveny & Myers LLP, San Francisco, CA; Courtney C**[\*47]** Byrd, PRO HAC VICE, Washington, DC; David Kendall Roberts, O'Melveny and Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin Douglas Feder, O'Melveny and Myers LLP, Washington, DC; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Anton Metlitsky; David Roberts, O'Melveny & Myers LLP; Haidee L. Schwartz, O'Melveny & Myers LLP, Washington, DC.

For Samsung Electronics America, Inc., ("SEAI") is a New York corporation, Defendant: Ian T Simmons, LEAD ATTORNEY, O'Melveny & Myers LLP, Washington, DC; Michael Frederick Tubach, LEAD ATTORNEY, O'Melveny & Myers LLP, San Francisco, CA; Benjamin Gardner Bradshaw, O'Melveny & Meyers LLP, Washington, DC; Courtney C Byrd, PRO HAC VICE, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin Douglas Feder, O'Melveny and Myers LLP, Washington, DC; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Anton Metlitsky; David Roberts, O'Melveny & Myers LLP; Haidee L. Schwartz, O'Melveny & Myers LLP, Washington,**[\*48]** DC; James Landon McGinnis, Sheppard Mullin Richter & Hampton LLP.

For MT Picture Display Co., LTD, fka Matsushita Toshiba Picture Display Co., Ltd. ("MTPD") is a Japanese entity, Defendant: A. Paul Victor, Winston & Strawn LLP, New York, NY; Aldo A. Badini, Winston & Strawn LLP, Menlo Park, CA; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; David E. Yolkut, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Diana Arlen Aguilar, PRO HAC VICE, Weil, Gotshal and Manges, New York, NY; Douglas L Wald, Washington, DC; Eva W. Cole, Winston & Strawn LLP, New York, NY; Gregory Hull, Law Offices of Steven A. Ellenberg, San Jose, CA; James F. Lerner, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kajetan Rozga, PRO HAC VICE, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Lara Elvidge Veblen,**[\*49]** PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Margaret Anne Keane, DLA Piper LLP, San Francisco, CA; Martin C. Geagan, Jr., PRO HAC VICE, Winston and Strawn LLP, New York, NY; Matthew Robert DalSanto, Winston and Strawn LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Steven A. Reiss, Weil Gotshal & Manges LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; David L. Yohai, Weil, Gotshal, & Manges, LLP.

For Panasonic Corporation, fka Matsushita Electric Industrial Co., Ltd. ("MEI"), is a Japanese entity, Defendant: David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP; A. Paul Victor, Winston & Strawn LLP, New York, NY; Aldo A. Badini, Winston & Strawn LLP, Menlo Park, CA; Amy Lee Stewart, PRO HAC VICE, Rose Law Firm, Little Rock, AR; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case,**[\*50]** Washington, DC; David E. Yolkut, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Diana Arlen Aguilar, PRO HAC VICE, Weil, Gotshal and Manges, New York, NY; Douglas L Wald, Washington, DC; Eva W. Cole, Winston & Strawn LLP, New York, NY; James F. Lerner, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; John Selim Tschirgi, PRO HAC VICE, Winston and Strawn LLP, NYC, NY; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kajetan Rozga, PRO HAC VICE, New York, NY; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin B. Goldstein, Winston & Strawn LLP, Washington, DC; Lara Elvidge Veblen, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Margaret Anne Keane, DLA Piper LLP, San Francisco, CA; Marjan Hajibandeh, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Martin C. Geagan, Jr., PRO HAC VICE, Winston and Strawn LLP, New York, NY; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco,**[\*51]** CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Molly M Donovan, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Ryan Michael Goodland, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Steven A. Reiss, PRO HAC VICE, Weil Gotshal & Manges LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY.

For Hitachi Displays, Ltd., ("Hitachi Displays") is a Japanese company, also known as, Japan Display Inc, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Mutchnik, PRO HAC VICE, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL.

For Hitachi Electronic**[\*52]** Devices (USA), ("HEDUS") is a Delaware corporation, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; James Mutchnik, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL.

For Philips da Amazonia Industria Electronica Ltda., ("Philips Brazil") is a Brazilian company, Defendant: Ethan E. Litwin, Hughes Hubbard & Reed LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA.

For Hitachi Electronic Devices (USA), Inc., ("HEDUS") is a Delaware corporation, Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Eliot A. Adelson, Kirkland & Ellis LLP, San Francisco, CA; James Mutchnik, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton,**[\*53]** Chicago, IL.

For Beijing Matsushita Color Crt Company, LTD., Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Richard Sutton Snyder, Freshfields Bruckhaus Deringer US LLP, Washington, DC.

For Hitachi America, Ltd, Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Mutchnik, PRO HAC VICE, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL.

For Hitachi Asia, Ltd., Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL.

For Hitachi Displays, Ltd., also known as, Japan Display Inc, Defendant:**[\*54]** Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Mutchnik, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL.

For Hitachi Electronic Devices (USA), Defendant: Eliot A. Adelson, LEAD ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Mutchnik, PRO HAC VICE, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Katherine Hamilton Wheaton, PRO HAC VICE, Chicago, IL; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA.

For Hitachi Ltd., Defendant: Eliot A. Adelson, LEAD**[\*55]** ATTORNEY, Kirkland & Ellis LLP, San Francisco, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Barack Shem Echols, PRO HAC VICE, Kirkland Ellis LLP, Chicago, IL; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; James Mutchnik, PRO HAC VICE, Chicago, IL; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Katherine Hamilton Wheaton, PRO HAC VICE, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL.

For Koninklijke Philips N.V., "KPNV", Defendant: Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Joseph A. Ostoyich, Howrey LLP, Washington, DC; Kent Michael Roger, Morgan Lewis & Bockius LLP,**[\*56]** San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Richard P. Sobiecki, PRO HAC VICE, Baker Botts LLP, Washington, DC; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Katherine Hamilton Wheaton, Chicago, IL; Stuart Christopher Plunkett, Baker Botts L.L.P., San Francisco, CA; Tiffany Belle Gelott, PRO HAC VICE, Baker Botts LLP, Washington, DC; Van H. Beckwith, PRO HAC VICE, Baker Botts L.L.P., Dallas, TX; Erik T. Koons, Baker Botts LLP, Washington, DC.

For LG Electronics USA, Inc., Defendant: Douglas L Wald, LEAD ATTORNEY, Washington, DC; Miriam Kim, LEAD ATTORNEY, Munger, Tolles & Olson, San Francisco, CA; William David Temko, LEAD ATTORNEY, Munger, Tolles & Olson LLP, Los Angeles, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Cathleen Hamel Hartge, Munger Tolles and Olson LLP, San Francisco, CA; Esteban Martin Estrada, Munger Tolles and Olson, Los Angeles, CA; Gregory J. Weingart, Munger, Tolles and Olson LLP, Los Angeles, CA; Hojoon Hwang, Munger Tolles & Olson LLP, San Francisco,**[\*57]** CA; Ian T Simmons, O'Melveny & Myers LLP, Washington, DC; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jerome Cary Roth, Munger Tolles & Olson LLP, San Francisco, CA; Xiaochin Claire Yan, Munger Tolles and Olson, LLP, Los Angeles, CA; Bethany Woodard Kristovich, Munger Tolles and Olson LLP, Los Angeles, CA; Jonathan Ellis Altman, Munger Tolles and Olson, Los Angeles, CA; Kim YoungSang, ARNOLD & PORTER LLP; Laura K Lin, Munger, Tolles and Olson LLP, San Francisco, CA; Katherine Hamilton Wheaton, Chicago, IL; YongSang Kim.

For MT Picture Display Co., LTD, Defendant: Adam C. Hemlock, LEAD ATTORNEY, Weil Gotshal and Manges LLP, New York, NY; David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP; A. Paul Victor, Winston & Strawn LLP, New York, NY; Aldo A. Badini, Winston & Strawn LLP, Menlo Park, CA; Amy Lee Stewart, PRO HAC VICE, Rose Law Firm, Little Rock, AR; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; Diana Arlen Aguilar, PRO HAC VICE, Weil, Gotshal and Manges, New York, NY; Douglas L Wald, Washington, DC; Eva W. Cole, Winston & Strawn LLP, New York, NY; James F. Lerner, PRO HAC VICE, Winston & Strawn**[\*58]** LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; John Selim Tschirgi, PRO HAC VICE, Winston and Strawn LLP, NYC, NY; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin B. Goldstein, Winston & Strawn LLP, Washington, DC; Lara Elvidge Veblen, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Marjan Hajibandeh, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Martin C. Geagan, Jr., PRO HAC VICE, Winston and Strawn LLP, New York, NY; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston & Strawn LLP, New York, NY; Molly M Donovan, Winston & Strawn LLP, New York, NY; Ryan Michael Goodland, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Sofia**[\*59]** Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL.

For Panasonic Corporation, Defendant: David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Amy Lee Stewart, PRO HAC VICE, Rose Law Firm, Little Rock, AR; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; Douglas L Wald, Washington, DC; Eva W. Cole, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Martin C. Geagan, Jr., PRO HAC VICE, Winston and Strawn LLP, New York, NY; Matthew Robert DalSanto, Winston and Strawn LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Molly Donovan, Winston**[\*60]** & Strawn LLP, New York, NY; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL.

For Panasonic Corporation of North America, Defendant: David L. Yohai, LEAD ATTORNEY, Weil, Gotshal, & Manges, LLP; Amy Lee Stewart, PRO HAC VICE, Rose Law Firm, Little Rock, AR; Bambo Obaro, Weil, Gotshal and Manges, Redwood Shores, CA; Christopher M. Curran, White & Case, Washington, DC; Diana Arlen Aguilar, PRO HAC VICE, Weil, Gotshal and Manges, New York, NY; Douglas L Wald, Washington, DC; James F. Lerner, PRO HAC VICE, Winston & Strawn LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY; Jennifer Stewart, Winston and Strawn LLP, New York, NY; John Clayton Everett, Jr., PRO HAC VICE, Morgan, Lewis & Bockius LLP, Washington, DC; John M. Taladay, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Lara Elvidge Veblen, PRO HAC VICE, Weil, Gotshal and Manges LLP, New York, NY; Martin C. Geagan, Jr., PRO HAC**[\*61]** VICE, Winston and Strawn LLP, New York, NY; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA; Michelle Park Chiu, Morgan Lewis & Bockius LLP, San Francisco, CA; Scott A. Stempel, PRO HAC VICE, Morgan, Lewis Bockius LLP, Washington, DC; Katherine Hamilton Wheaton, Chicago, IL; Sofia Arguello, PRO HAC VICE, Winston and Strawn LLP, New York, NY; Katherine Hamilton Wheaton, Chicago, IL.

For Philips Electronics Industries (Taiwan), Ltd., Defendant: Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA.

For Philips Electronics North America, Defendant: Jon Vensel Swenson, LEAD ATTORNEY, Baker Botts L.L.P., Palo Alto, CA; John M. Taladay, Baker Botts L.L.P., Washington, DC; Joseph A. Ostoyich, Howrey LLP, Washington, DC; Erik T. Koons, Baker Botts LLP, Washington, DC.

For Philips da Amazonia Industria Electronica Ltda., Jon Vensel Swenson, Baker Botts L.L.P., Palo Alto, CA; Defendant: Samsung Electronics America, Inc., Defendant: David Kendall Roberts, O'Melveny and Myers LLP, Washington, DC; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Kevin Douglas Feder, O'Melveny and Myers LLP, Washington, DC; James Landon McGinnis, Sheppard Mullin Richter**[\*62]** & Hampton LLP.

For Samsung Electronics Co., Ltd, Defendant: Ian T Simmons, LEAD ATTORNEY, O'Melveny & Myers LLP, Washington, DC; Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Michael W. Scarborough, Sheppard Mullin Richter & Hampton LLP, San Francisco, CA.

For Samtel Color, Ltd., Defendant: William Diaz, McDermott Will & Emery LLP, Irvine, CA.

For Toshiba America Consumer Products, Inc., Defendant: Kent Michael Roger, Morgan Lewis & Bockius LLP, San Francisco, CA; Samuel J. Sharp, PRO HAC VICE, Washington, DC; William H. Bave, III, PRO HAC VICE, New York, NY.

For Mitsubishi Electric Corporation, Defendant: Brent Caslin, LEAD ATTORNEY, Jenner & Block LLP, Los Angeles, CA; Terrence Joseph Truax, LEAD ATTORNEY, Jenner & Block LLC, Chicago, IL; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Charles B. Sklarsky, PRO HAC VICE, Jenner and Block, LLP, Chicago, IL; Gabriel A. Fuentes, Jenner & Block, LLP, Chicago, IL; Harold A. Barza, Quinn Emanuel Urquhart & Sullivan, LLP, Los Angeles, CA; Jory M Hoffman, PRO HAC VICE, Jenney & Block LLP, Chicago, IL; Kevin Yoshiwo Teruya, Quinn Emanuel Urquhart and Sullivan LLP, Los Angeles, CA; Michael T. Brody, Jenner & Block**[\*63]** LLP, Chicago, IL; Ryan Seth Goldstein, Quinn Emanuel Urquhart & Sullivan LLP, Japan; Shaun M. Van Horn, Jenner And Block LLP, Chicago, IL.

For Thomson Consumer Electronics, Inc., also known as, Technicolor USA, Inc., Defendant: Calvin Lee Litsey, LEAD ATTORNEY, PRO HAC VICE, Faegre Baker Daniels LLP, East Palo Alto, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Anna Marie Konradi, PRO HAC VICE, Faegre Baker Daniels LLP, Indianapolis, IN; Emily E. Chow, PRO HAC VICE, Faegre Baker Daniels LLP, Minneapolis, MN; Jeffrey Scott Roberts, PRO HAC VICE, Faegre Baker Daniels, Denver, CO; Kathy L. Osborn, PRO HAC VICE, Faegre Baker Daniels LLP, Indianapolis, IN; Ryan M Hurley, Indianapolis, IN.

Thomson S.A., also known as, Technicolor SA, Defendant: Calvin Lee Litsey, LEAD ATTORNEY, Faegre Baker Daniels LLP, East Palo Alto, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Anna Marie Konradi, PRO HAC VICE, Faegre Baker Daniels LLP, Indianapolis, IN; Calvin L. Litsey, PRO HAC VICE, Faegre Baker Daniels LLP, East Palo Alto, CA; Emily E. Chow, PRO HAC VICE, Faegre Baker Daniels LLP, Minneapolis, MN; Jason de Bretteville, Stradling Yocca Carlson & Rauth, Newport Beach,**[\*64]** CA; Jeffrey Scott Roberts, PRO HAC VICE, Faegre Baker Daniels, Denver, CO; Kathy L. Osborn, PRO HAC VICE, Faegre Baker Daniels LLP, Indianapolis, IN; Ryan M Hurley, Indianapolis, IN.

PT.MT Picture Display Indonesia, Defendant, Pro se.

For Koninklijke Philips Electronics N.V., Defendant: Erik T. Koons, LEAD ATTORNEY, Baker Botts LLP, Washington, DC; Jon Vensel Swenson, LEAD ATTORNEY, Baker Botts L.L.P., Palo Alto, CA; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Jeffrey L. Kessler, Winston & Strawn LLP, New York, NY.

For Mitsubishi Electric Visual Solutions America, Inc, Defendant: Terrence Joseph Truax, LEAD ATTORNEY, Jenner & Block LLC, Chicago, IL; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Charles B. Sklarsky, Jenner and Block, LLP, Chicago, IL; Gabriel A. Fuentes, Jenner & Block, LLP, Chicago, IL; Harold A. Barza, Quinn Emanuel Urquhart & Sullivan, LLP, Los Angeles, CA; Jory M Hoffman, Chicago, IL; Kevin Yoshiwo Teruya, Quinn Emanuel Urquhart and Sullivan LLP, Los Angeles, CA; Michael T. Brody, Jenner & Block LLP, Chicago, IL; Ryan Seth Goldstein, Quinn Emanuel Urquhart & Sullivan LLP, Japan; Shaun M. Van Horn, Jenner And Block LLP, Chicago, IL.

For**[\*65]** Philips Taiwan Limited, Defendant: Erik T. Koons, LEAD ATTORNEY, PRO HAC VICE, Baker Botts LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; John M. Taladay, PRO HAC VICE, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, PRO HAC VICE, Baker Botts L.L.P., Palo Alto, CA; Joseph A. Ostoyich, PRO HAC VICE, Howrey LLP, Washington, DC; Stuart Christopher Plunkett, Baker Botts L.L.P., San Francisco, CA; Tiffany Belle Gelott, Baker Botts LLP, Washington, DC.

For Philips do Brasil Ltda., Defendant: Erik T. Koons, LEAD ATTORNEY, PRO HAC VICE, Baker Botts LLP, Washington, DC; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; John M. Taladay, PRO HAC VICE, Baker Botts L.L.P., Washington, DC; Jon Vensel Swenson, PRO HAC VICE, Baker Botts L.L.P., Palo Alto, CA; Joseph A. Ostoyich, PRO HAC VICE, Howrey LLP, Washington, DC; Stuart Christopher Plunkett, Baker Botts L.L.P., San Francisco, CA; Tiffany Belle Gelott, Baker Botts LLP, Washington, DC.

Mitsubishi Electric US, Inc., Defendant: Michael T. Brody, LEAD ATTORNEY, Jenner & Block LLP, Chicago, IL; Adam C. Hemlock, Weil Gotshal and Manges LLP, New York, NY; Charles B. Sklarsky, Jenner and Block, LLP,**[\*66]** Chicago, IL; Gabriel A. Fuentes, Jenner & Block, LLP, Chicago, IL; Harold A. Barza, Quinn Emanuel Urquhart & Sullivan, LLP, Los Angeles, CA; Jory M Hoffman, Chicago, IL; Kevin Yoshiwo Teruya, Quinn Emanuel Urquhart and Sullivan LLP, Los Angeles, CA; Terrence Joseph Truax, Jenner & Block LLC, Chicago, IL.

Alan Frankel, Respondent, Pro se.

Christopher Wirth, Movant, Pro se.

For Mitsubishi Digital Electronics Americas, Inc., Interested Party: Brent Caslin, LEAD ATTORNEY, Jenner & Block LLP, Los Angeles, CA; Michael T. Brody, PRO HAC VICE, Jenner & Block LLP, Chicago, IL; Terrence Joseph Truax, Jenner & Block LLC, Chicago, IL.

For Mitsubishi Electric & Electronics USA, Inc., Interested Party: Brent Caslin, LEAD ATTORNEY, Jenner & Block LLP, Los Angeles, CA; Gabriel A. Fuentes, Jenner & Block, LLP, Chicago, IL; Michael T. Brody, PRO HAC VICE, Jenner & Block LLP, Chicago, IL; Ryan Seth Goldstein, Quinn Emanuel Urquhart & Sullivan LLP, Japan; Shaun M. Van Horn, Jenner And Block LLP, Chicago, IL; Terrence Joseph Truax, Jenner & Block LLC, Chicago, IL.

For The State of California, Interested Party: Emilio Eugene Varanini, IV, LEAD ATTORNEY, State Attorney General's Office, San Francisco, CA; Paul**[\*67]** Andrew Moore, Attorney at Law, San Francisco, CA.

For Newegg Inc., Interested Party: Gordon M. Fauth, Jr., Litigation Law Group, Alameda, CA.

For Atty for Non-Party: Pillsbury Winthrop Shaw Pittman LLP, Interested Party: Dianne L. Sweeney, Pillsbury Winthrop Shaw Pittman LLP, Palo Alto, CA.

For Sean Hull, Individual, Objector: Joseph Darrell Palmer, LEAD ATTORNEY, Carlsbad, CA; Timothy Ricardo Hanigan, LEAD ATTORNEY, Lang Hanigan & Carvalho, LLP, Woodland Hills, CA.

For Sean Hull, Objector: Timothy Ricardo Hanigan, LEAD ATTORNEY, Lang Hanigan & Carvalho, LLP, Woodland Hills, CA.

For Gordon Morgan, Objector: Timothy Ricardo Hanigan, LEAD ATTORNEY, Lang Hanigan & Carvalho, LLP, Woodland Hills, CA.

For Douglas W. St. John, Objector: Andrea Marie Valdez, Andrea Valdez, Esq., Pasadena, CA; Joseph Scott St. John, Long Beach, MS.

For Dan L. Williams & Co., Objector: Paul Brian Justi, Law Offices of Paul B. Justi, Walnut Creek, CA.

For John Finn, Steve A. Miller, P.C., 1625 Larimer St., No. 2905, Denver, CO 80202, 303-892-9933, Objector: Steve A Miller, LEAD ATTORNEY, Steve A. Miller, P.C., Denver, CO.

For Laura Fortman, Steve A. Miller, P.C., 1625 Larimer St., No. 2905, Denver, CO 80202, 303-892-9933,**[\*68]** Objector: Steve A Miller, LEAD ATTORNEY, Steve A. Miller, P.C., Denver, CO.

For Rockhurst University, Objector: Jill Tan Lin, Attorney at Law, San Francisco, CA; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA.

For Gary Talewsky, Objector: Jill Tan Lin, Attorney at Law, San Francisco, CA; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA.

For Harry Garavanian, Objector: Jill Tan Lin, Attorney at Law, San Francisco, CA; Theresa Driscoll Moore, Alioto Law Firm, San Francisco, CA.

For Paul Palmer, Individual, Objector: Joseph Darrell Palmer, LEAD ATTORNEY, Carlsbad, CA.

For Donnie Clifton, Objector: Jan Leigh Westfall, LEAD ATTORNEY, Law Offices of Jan Westfall, Menifee, CA.

Josie Saik, Objector: George Cochran, LEAD ATTORNEY, louisville, ky.

Brian Barry, Objector, Pro se, Los Angeles, CA.

For Brian Barry, Objector: Brian Joseph Barry, Law Offices of Brian Barry, Los Angeles, CA.

For Douglas A. Kelley, as Chapter 11 Trustee for Petters Company, Inc. and related entities, and as Receiver for Petters Company, LLC and related entities, Miscellaneous: Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For John**[\*69]** R. Stoebner, as Chatper 7 Trustee for PBE Consumer Electronics, LLC and related entities, Miscellaneous: Philip J Iovieno, Boies, Schiller & Flexner LLP, Albany, NY; William A. Isaacson, Boies Schiller & Flexner, Washington, DC.

For State of Connecticut, George Jepsen, Connecticut Attorney General, Miscellaneous: Gary Becker, LEAD ATTORNEY, Attorney General of Connecticut, Hartford, CT.

For Commonwealth of Massachusetts, Maura Healey, Attorney General of Massachusetts, Miscellaneous: Matthew Mark Lyons, Office of the Attorney General of Massachusetts, Boston, MA.

For McCallum, Methvin & Terrell, P.C., Miscellaneous: James Michael Terrell, LEAD ATTORNEY, McCallum, Methvin & Terrell, P.C., Birmingham, AL.

For State of Illinois, Intervenor: Blake Lee Harrop, LEAD ATTORNEY, Office of the Attorney General, Chicago, IL; Chadwick Oliver Brooker, Office of the Illinois Attorney General, Chicago, IL.

For State of Oregon, Intervenor: Tim David Nord, Oregon Department of Justice, Salem, OR.

**Judges:** JON S. TIGAR, United States District Judge.

**Opinion by:** JON S. TIGAR

**Opinion**

**ORDER ON DEFENDANTS' MOTIONS FOR SUMMARY JUDGEMENT RELATING TO WITHDRAWAL AND THE STATUTE OF LIMITATIONS**

**TABLE OF CONTENTS**

[*Go to table1*](#Table1)



**I. INTRODUCTION**

Now before the Court are various motions for summary judgment against certain Direct Action Plaintiffs ("DAPs") on issues related to withdrawal and the statute of limitations. Oral argument was held on February 9, 2016. The Court has consolidated its rulings into a single order and finds as follows:

[*Go to table2*](#Table2)



**II. FACTS**

The history of this case is well known to parties. By way of summation, this case is predicated upon an alleged conspiracy to price-fix cathode ray tubes ("CRTs"), a core component of tube-style screens for common devices including televisions and computer monitors. This conspiracy ran from March 1, 1995 to November 25, 2007 (the "Conspiracy Period"), involved many of the major companies that produced CRTs, and allegedly resulted in overcharges of billions of U.S. dollars to domestic companies that purchased and sold CRTs**[\*72]** or products containing CRTs ("CRT Finished Products") for purposes such as personal use. A civil suit was originally filed in 2007, ECF No. 1, consolidated by the Joint Panel on Multidistrict Litigation shortly thereafter, see ECF No. 122, assigned as a Multidistrict Litigation case ("MDL") to Judge Samuel Conti, see id., and ultimately transferred to the undersigned, see ECF No. 4162.

In addition to two class actions, this MDL involves various direct actions from individual plaintiffs who have opted out of the class actions, including the DAPs opposing the instant motions. Each DAP alleges that it bought at least one CRT Finished Product from a Defendant or an entity owned or controlled by a Defendant. The DAPs, despite their label, are classified as indirect purchasers under ***antitrust*** law, not direct purchasers.

**III. LEGAL STANDARD**

Summary judgment is proper when a "movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." [*Fed. R. Civ. P. 56(a)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-2421-6N19-F165-00000-00&context=); accord [*Celotex Corp. v. Catrett, 477 U.S. 317, 323-24, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-6HC0-0039-N37R-00000-00&context=). "A party asserting that a fact cannot be or is genuinely disputed must support the assertion by" citing to depositions, documents, affidavits, or other materials. [*Fed. R. Civ. P. 56(c)(1)(A)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-2421-6N19-F165-00000-00&context=). A party also may**[\*73]** show that such materials "do not establish the absence or presence of a genuine dispute, or that an adverse party cannot produce admissible evidence to support the fact." [*Fed. R. Civ. P. 56(c)(1)(B)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-2421-6N19-F165-00000-00&context=). An issue is "genuine" only if there is sufficient evidence for a reasonable fact-finder to find for the non-moving party. [*Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-49, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-6H80-0039-N37M-00000-00&context=). A fact is "material" if the fact may affect the outcome of the case. [*Id. at 248*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-6H80-0039-N37M-00000-00&context=). "In considering a motion for summary judgment, the court may not weigh the evidence or make credibility determinations, and is required to draw all inferences in a light most favorable to the non-moving party." [*Freeman v. Arpaio, 125 F.3d 732, 735 (9th Cir. 1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RYC-0B60-00B1-D00R-00000-00&context=). However, unsupported conjecture or conclusory statements do not create a genuine dispute as to material fact and will not defeat summary judgment. [*Surrell v. Cal. Water Serv. Co., 518 F.3d 1097, 1103 (9th Cir. 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4S1M-44Y0-TXFX-D2T4-00000-00&context=).

For claims on which the defendant does not carry the ultimate burden of persuasion, defendant as the moving party has the burden of producing evidence that negates an essential element of each claim on which it seeks judgment or showing that the plaintiff cannot produce evidence sufficient to satisfy the burden of proof at trial. See [*Nissan Fire & Marine Ins. Co. v. Fritz Cos., 210 F.3d 1099, 1102 (9th Cir. 2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4043-HPR0-0038-X031-00000-00&context=). If the moving party satisfies its initial burden of production, then the nonmoving party must produce admissible evidence to show that**[\*74]** a genuine issue of material fact exists. [*Id. at 1102-1103*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4043-HPR0-0038-X031-00000-00&context=). The non-moving party must "identify with reasonable particularity the evidence that precludes summary judgment." [*Keenan v. Allan, 91 F.3d 1275, 1279 (9th Cir. 1996)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1GR0-006F-M20N-00000-00&context=). "Specific citations, not bulk references, are essential to pinpoint key facts and factual disputes. [A] district court [i]s not required to put the puzzle together from a boxful of facts, and . . . may permissibly decide the motion without mining [an] entire document for more substantiation" when a citation offers only a "breezy reference" to a part of an "82-page report" not otherwise cited or explained in briefing. [*Stanislaus Food Products Co. v. USS-POSCO Indus., 803 F.3d 1084, 1094-95 (9th Cir. Oct. 13, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5H4P-TCD1-F04K-V005-00000-00&context=). "A mere scintilla of evidence will not be sufficient to defeat a properly supported motion for summary judgment; rather, the nonmoving party must introduce some significant probative evidence tending to support the complaint." [*Summers v. Teichert & Son, Inc., 127 F.3d 1150, 1152 (9th Cir. 1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RHD-RB00-0038-X2V3-00000-00&context=) (citation omitted). If the non-moving party fails to make this showing, the moving party is entitled to judgment as a matter of law. [*Celotex Corp. v. Catrett, 477 U.S. 317, 323, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-6HC0-0039-N37R-00000-00&context=).

**IV. DISCUSSION**

**A. Substantive Legal Standards**

**1. Withdrawal**

Once a corporation has joined a price-fixing conspiracy, it is jointly and severally liable for any actions taken in furtherance of the conspiracy until the objectives of the conspiracy are completed or the**[\*75]** defendant withdraws. See [*Krause v. Perryman, 827 F.2d 346, 350-51 (8th Cir. 1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7T00-001B-K499-00000-00&context=) (affirming summary judgment for defendant because he had "withdrawn from the alleged conspiracy prior to the events that resulted in [the plaintiffs'] alleged injuries"); [*In re Brand Name Prescription Drugs* ***Antitrust*** *Litig., 123 F.3d 599, 616 (7th Cir. 1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RHD-KNK0-00B1-D0D0-00000-00&context=); *In re Potash* ***Antitrust*** *Litig., 954 F. Supp. 1334, 1339, 1390-91 (D. Minn.1997)* (granting summary judgment to ***antitrust*** defendant who withdrew from conspiracy), aff'd sub nom [*Blomkest Fertilizer, Inc. v. Potash Corp. of Saskatchewan, 203 F.3d 1028 (8th Cir. 2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3YKS-PG20-0038-X188-00000-00&context=); see also [*United States v. Lothian, 976 F.2d 1257, 1262 (9th Cir. 1992)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=) ("[A] defendant cannot be held liable for substantive offenses committed before joining or after withdrawing from a conspiracy."). Because it is an affirmative defense, the burden of proving withdrawal lies with the defendant. See [*United States v. Brown, 332 F.3d 363, 374 (6th Cir. 2003)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:48TM-5VF0-0038-X17F-00000-00&context=).

At a minimum, "[a]ffirmative acts inconsistent with the object of the conspiracy and communicated in a manner reasonably calculated to reach co-conspirators [are] sufficient to establish withdrawal or abandonment." [*United States v. U.S. Gypsum Co., 438 U.S. 422, 464-65 (1978)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-8PW0-003B-S1BT-00000-00&context=); see also [*Lothian, 976 F.2d at 1261 (9th Cir. 1992)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=) (quoting [*United States v. Loya, 807 F.2d 1483, 1493 (9th Cir.1987))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-D010-001B-K2KP-00000-00&context=) ("To withdraw from a conspiracy a defendant must either disavow the unlawful goal of the conspiracy, affirmatively act to defeat the purpose of the conspiracy, or take 'definite, decisive, and positive steps to show that the [defendant's] disassociation from the conspiracy is sufficient.'").

There is no set list of affirmative acts sufficient to establish withdrawal. See [*United States v. Antar, 53 F.3d 568, 582 (3d Cir. 1995)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=) ("Of course, there is no single way withdrawal can be established;**[\*76]** in large part whether a particular action constitutes withdrawal depends on context."), overruled on other grounds, [*Smith v. Berg, 247 F.3d 532, 534 (3d Cir. 2001)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:42TT-4G10-0038-X4BT-00000-00&context=); [*Virginia v. McKesson Corp., No. C 11-02782 SI, 2013 U.S. Dist. LEXIS 46999, 2013 WL 1287423, at \*3 (N.D. Cal. Mar. 28, 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:582M-XG11-F04C-T3C1-00000-00&context=) ("A defendant can establish withdrawal from a conspiracy in various ways."). Although mere inactivity or passive nonparticipation is not proof of withdrawal, see [*Smith v. United States, 568 U.S. 106, 133 S. Ct. 714, 720, 184 L. Ed. 2d 570 (2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:57FY-V121-F04K-F4MD-00000-00&context=), courts have been willing to grant summary judgment where the defendant: (1) severed all ties to the conspiracy; (2) severed all ties with the business through which it participated in the conspiracy; and (3) either communicated its withdrawal in a manner reasonably calculated to give notice co-conspirators or took affirmative acts inconsistent with the object of the conspiracy. See [*Morton's Mkt., Inc. v. Gustafson's Dairy, Inc., 198 F.3d 823, 839 (11th Cir. 1999)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=) amended in part, [*211 F.3d 1224 (11th Cir. 2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4096-V030-0038-X4NS-00000-00&context=); [*United States v. Steele, 685 F.2d 793, 804 (3d Cir. 1982)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2TY0-003B-G20V-00000-00&context=); [*Krause v. Perryman, 827 F.2d 346, 351 (8th Cir. 1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7T00-001B-K499-00000-00&context=); cf. [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=) (resignation from a corporation insufficient to establish withdrawal because defendant retained stock in the corporation); [*Reisman v. United States, 409 F.2d 789, 793 (9th Cir. 1969)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-TDY0-0039-Y027-00000-00&context=) ("Although appellant Reisman resigned . . . and ceased to participate in the company's day-to-day business operations, he remained a major stockholder and took no affirmative action to disavow or defeat the promotional activities which he had joined in setting in motion."); [*United States v. Lothian, 976 F.2d 1257, 1264 (9th Cir. 1992)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=) (holding that "[t]he defendant in Reisman had not taken 'definite, decisive,**[\*77]** and positive steps' to disassociate himself from the scheme because he remained a major stockholder").

Finally, even if a defendant severs its ties with an enterprise that is participating in a conspiracy, that defendant cannot assert a withdrawal defense if after withdrawing it engages in additional conduct in furtherance of the conspiracy, see [*United States v. Lowell, 649 F.2d 950, 958 (3d Cir. 1981)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2CH0-0039-W39B-00000-00&context=); [*United States v. Bullis, 77 F.3d 1553, 1561-63 (7th Cir. 1996)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3JW0-006F-M182-00000-00&context=), or if it continues to receive benefits from the conspiracy, see, e.g., [*United States v. Eisen, 974 F.2d 246, 269 (2d Cir. 1992)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1RB0-008H-V0P0-00000-00&context=) (the defendant's resignation from the conspiring law firm was not sufficient to constitute a withdrawal because he "'continued to be entitled to a percentage of the recovery on all cases he tried including those giving rise to his pre-[resignation] racketeering acts.'").

**2. Statute of Limitations and Fraudulent Concealment**

The Sherman and Clayton Acts provide for a four-year statute of limitations. [*15 U.S.C. § 15b*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GKV1-NRF4-43V6-00000-00&context=). An ***antitrust*** "cause of action accrues and the statute [of limitations] begins to run when a defendant commits an act that injures the plaintiffs' business." [*Zenith Radio Corp. v. Hazeltine Research, Inc., 401 U.S. 321, 338, 91 S. Ct. 795, 28 L. Ed. 2d 77 (1971)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-DRC0-003B-S48H-00000-00&context=). As the Supreme Court has explained, however,

[a]ntitrust law provides that, in the case of a "continuing violation," say, a price-fixing conspiracy that brings about a series of unlawfully high priced sales over a period of years,**[\*78]** "each overt act that is part of the violation and that injures the plaintiff," e.g., each sale to the plaintiff, "starts the statutory period running again, regardless of the plaintiff's knowledge of the alleged illegality at much earlier times." But the commission of a separate new overt act generally does not permit the plaintiff to recover for the injury caused by old overt acts outside the limitations period.

[*Klehr v. A.O. Smith Corp., 521 U.S. 179, 189, 117 S. Ct. 1984, 138 L. Ed. 2d 373 (1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S65-HY60-003B-R1DG-00000-00&context=).

The statute of limitations is tolled, however, if the plaintiff can prove the defendant fraudulently concealed the existence of the conspiracy. [*E.W. French & Sons, Inc. v. Gen. Portland, Inc., 885 F.2d 1392, 1399 (9th Cir. 1989)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-9J80-003B-51X7-00000-00&context=). To toll the statute of limitations under a theory of fraudulent concealment, a plaintiff "must do more than show that it was ignorant of its cause of action. It must prove that [the defendant] 'fraudulently concealed the existence of the cause of action so that [the plaintiff], acting as a reasonable person, did not know of its existence.'" [*Conmar Corp. v. Mitsui & Co. (U.S.A.), 858 F.2d 499, 502 (9th Cir. 1988)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=) (quoting [*Hennegan v. Pacifico Creative Service, Inc., 787 F.2d 1299, 1302 (9th Cir. 1986))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-6YV0-0039-P4PM-00000-00&context=). It follows that a court should grant a defendant's motion for summary judgment on fraudulent concealment if and only if (1) the plaintiff fails to submit evidence of an affirmative act of concealment, see [*Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd., 909 F. Supp. 1353, 1363 (C.D. Cal. 1995)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-D6S0-001T-54BR-00000-00&context=); or (2) "the uncontroverted evidence irrefutably demonstrates" that the plaintiff**[\*79]** had actual or constructive knowledge of the facts underlying its claim. [*Conmar, 858 F.2d at 502*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=).

**a. Affirmative Acts of Concealment**

"A plaintiff alleging fraudulent concealment must establish that its failure to have notice of its claim was the result of affirmative conduct by the defendant." [*Conmar, 858 F.2d at 505*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=). Although the affirmative acts can be integral to the underlying conspiracy itself, see [*In re Animation Workers* ***Antitrust*** *Litig., No. 14-CV-04062-LHK, 2015 U.S. Dist. LEXIS 111262, 2015 WL 4974343, at \*16 (N.D. Cal. Aug. 20, 2015)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5GRJ-2BX1-F04C-T0TC-00000-00&context=) (citing [*id. at 499-501*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=)), passive concealment is not enough, [*Volk v. D.A. Davidson & Co., 816 F.2d 1406, 1416 (9th Cir. 1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-B2H0-001B-K075-00000-00&context=) ("[A]ppellees passively concealed the reports by not disclosing them to the investors. In such situations, the federal tolling doctrine does not apply."). "[T]he line between active and passive concealment," however, "is very fine indeed." Phillip E. Areeda & Herbert Hovenkamp, ***Antitrust*** Law ¶ 320e (4th ed. 2013).

Affirmative acts to conceal can include the following: using plain envelopes without return addresses, [*Kan. City v. Fed. Pac. Elec. Co., 310 F.2d 271, 284 n.2 (8th Cir. 1962)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3DC0-0039-Y4FH-00000-00&context=); using public pay telephones, id.; contacting company representatives at their residences rather than at their offices, id.; destroying records, id.; communicating in code, id.; circulating the "rules" of the conspiracy, [*In re Milk Products* ***Antitrust*** *Litig., 84 F. Supp. 2d 1016, 1023 (D. Minn. 1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3XYF-YH10-0038-Y407-00000-00&context=), aff'd, [*195 F.3d 430 (8th Cir. 1999)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3XWN-JDC0-0038-X1NT-00000-00&context=) (citing [*In re Wirebound Boxes* ***Antitrust*** *Litig., 128 F.R.D. 262, 266 (D. Minn. 1989))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-C6W0-0054-42B6-00000-00&context=); avoiding the use of telephones, id.; marking conspiracy-related correspondence "personal and**[\*80]** confidential," id.; engaging in certain actions to create the illusion of active competition, id.; and meeting secretly regarding the conspiracy while falsely representing that the meetings were legitimate trade association meetings, id..

Courts differ somewhat as to whether secret meetings on their own constitute affirmative actions. Compare [*Ingram Corp. v. J. Ray McDermott & Co., 1980 U.S. Dist. LEXIS 10973, 1980 WL 1819, at \*4 (E.D. La. 1980)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4P-6VX0-0039-S33M-00000-00&context=) (holding that clandestine meetings in hotel rooms were not affirmative actions) and [*In re Milk Products, 84 F. Supp. 2d at 1023*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3XYF-YH10-0038-Y407-00000-00&context=) (same), with [*Pinney Dock & Transp. Co. v. Penn Cent. Corp., 838 F.2d 1445, 1474 (6th Cir. 1988)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3740-001B-K0B6-00000-00&context=) (holding that leaving price-fixing meetings off of a trade association meeting agenda in violation of other ***regulations*** was an affirmative act). In an order on Defendants' motion to dismiss, however, Judge Conti, the undersigned's predecessor in this case, held that a pattern of secret meetings among alleged coconspirators was enough to establish fraudulent concealment. See [*In re Cathode Ray Tube (CRT)* ***Antitrust*** *Litig., No. C-07-5944-SC, 2014 U.S. Dist. LEXIS 35391, 2014 WL 1091589, at \*9 (N.D. Cal. Mar. 13, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BSF-8JX1-F04F-00TN-00000-00&context=).

**b. Actual or Constructive Knowledge**

A plaintiff's lack of knowledge of its claim is essential to establish fraudulent concealment. Once the plaintiff has knowledge or constructive knowledge of all the operative facts underlying its claim, the statute begins to run, even the plaintiff does not believe the information**[\*81]** it received or is not convinced of the defendant's culpability. [*Stegeman v. Aetna Ins. Co., 1980 U.S. Dist. LEXIS 10754, at \*16 (E.D. Mich. 1980)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4P-4H70-0039-S16S-00000-00&context=); [*Philco Corp. v. RCA, 186 F. Supp. 155, 165-66 (E.D. Pa. 1960)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4V-KYH0-003B-23T9-00000-00&context=).

A plaintiff has constructive knowledge if it has "enough information to warrant an investigation which, if reasonably diligent, would [lead] to the discovery" of the facts underlying its claims. [*Hexcel Corp. v. Ineos Polymers, Inc., 681 F.3d 1055, 1060 (9th Cir. 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55SM-MRR1-F04K-V1KN-00000-00&context=) (quoting [*Beneficial Standard Life Ins., Co. v. Madariaga, 851 F.2d 271, 275 (9th Cir. 1988))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0490-001B-K0PT-00000-00&context=). A majority of circuits have held that the issue of when a plaintiff has constructive knowledge of his claim is normally a question of fact for the jury. [*Lundy v. Union Carbide Corp., 695 F.2d 394 (9th Cir. 1982)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-12T0-003B-G526-00000-00&context=); [*Morton's Mkt, 198 F.3d at 832*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=) (citing [*Ballew v. A.H. Robins Co., 688 F.2d 1325 (11th Cir. 1982)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2480-003B-G4C8-00000-00&context=); [*Maughan v. SW Servicing, Inc., 758 F.2d 1381, 1387 (10th Cir. 1985)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-HVK0-0039-P291-00000-00&context=); [*Renfroe v. Eli Lilly & Co., 686 F.2d 642 (8th Cir. 1982))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2630-003B-G4M2-00000-00&context=). Nevertheless, courts will grant summary judgment based on a plaintiff's constructive knowledge where (1) the plaintiff is aware of facts[[1]](#footnote-0)1 such that its "suspicions have been or should have been excited,"[[2]](#footnote-1)2 [*Conmar, 858 F.2d at 504*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=); and (2) the plaintiff would have discovered the facts underlying its claims if it had been reasonably diligent in investigating those suspicions,[[3]](#footnote-2)3 id.; see also, e.g., [*Volk v. D.A. Davidson & Co., 816 F.2d 1406, 1417 (9th Cir. 1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-B2H0-001B-K075-00000-00&context=) (finding investors had constructive knowledge because they received an annual report and a letter that made it clear they had paid more for their investment than it was worth); [*Rutledge v. Boston Woven Hose & Rubber Co., 576 F.2d 248, 249-50 (9th Cir. 1978)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-YCG0-0039-M11M-00000-00&context=) (finding constructive knowledge where the plaintiff had litigated similar issues in an earlier case and had expressed suspicions about the defendants' wrongdoing); [*Hexcel Corp. v. Ineos Polymers, Inc., 681 F.3d 1055, 1062-63 (9th Cir. 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55SM-MRR1-F04K-V1KN-00000-00&context=) (finding constructive knowledge where the**[\*82]** plaintiff authored a report detailing its involvement in a related federal price-fixing investigation).[[4]](#footnote-3)4

**B. The Instant Motions**

**1. Hitachi Defendants' Motion for Summary Judgment Based Upon Withdrawal and the Statute of Limitations**

Five of the six Hitachi entities named as Defendants in this case brought the instant motion: Hitachi, Ltd. ("HTL"), Hitachi Displays, Ltd. ("HDP"), Hitachi Asia, Ltd. ("HAS"), Hitachi America, Ltd. ("HAL") and Hitachi Electronic Devices (USA), Inc. ("HED(US)") (collectively, the "Hitachi Defendants"). HDP, HAS, HAL, and HED(US) are wholly owned subsidiaries of HTL.

The Hitachi Defendants' motion asks the Court to find as a matter of law (1) that the Hitachi Defendants withdrew from the alleged conspiracy by March 20, 2003 (the point at which the Hitachi Defendants exited the CRT industry), and (2) that the DAPs' claims are barred by the statute of limitations because they were filed more than four years after the Hitachi Defendants (purportedly) withdrew from the conspiracy. The Hitachi Defendants have since settled, but their motion is sustained by Defendants LG, Mitsubishi, and Toshiba who**[\*83]** filed joinders on the withdrawal issue only. ECF Nos. 3864, 3898, 3011.

The DAPs respond that the Hitachi Defendants did not withdraw from the conspiracy because (1) "cessation of manufacturing and sales, without more, does not establish withdrawal," and (2) "the evidence reflects that Hitachi continued to participate in the CRT conspiracy after 2003." Hitachi Opp'n at 12, 15.

The motion is GRANTED IN PART and DENIED IN PART. It is granted as to HAS and HAL. It is denied, however, as to HTL, HDP, and HED(US). That portion of the motion relating to the statute of limitations is denied as moot.

**a. Facts**

It is undisputed that none of the Hitachi Defendants produced or sold CRTs after March 2003: HTL manufactured and sold CRTs until 2002; HDP never manufactured or sold CRTs; HAS sold CRTs until 2002; HAL sold CRTs manufactured by HED(US) until April 1998; and HED(US) sold CRTs until March 20, 2003. Furthermore, it is undisputed that the Hitachi Defendants' decision to sell their CRT business in 2003 was publicly announced, and that their alleged coconspirators were aware of the sale.

The sixth Hitachi entity in this case - SEG Hitachi Shenzhen Color Display Devices Co., Ltd. ("Hitachi Shenzhen")**[\*84]** - did not join the instant motion but is central to the issues on which the motion turns. Hitachi Shenzhen allegedly joined the conspiracy in 2000 and continued to participate throughout the balance of the conspiracy period. Unlike the Hitachi Defendants, Hitachi Shenzhen was not a wholly owned subsidiary of HTL and does not claim to have exited the CRT industry. HDP, however, owned a 25% interest in Hitachi Shenzhen until November 7, 2007. ECF No. 3268-4 at 1. HDP also appointed three members to Hitachi Shenzhen's seven member board and received production reports from Hitachi Shenzhen on a regular basis. See ECF No 3270-8, Exs. 21-22.

The events immediately following the Hitachi Defendants' exit from the CRT industry are relevant. In April 2003, shortly after the Hitachi Defendants ceased production and sales of CRTs, HED(US) sold its production line for 27-to 32-inch color picture tubes ("CPTs") - a type of CRT - to Thomson, an alleged coconspirator. ECF No. 3270-5, Ex. 5 (Heiser Depo) at 238:19-239:7. HED(US) retained its production line for 36-inch CPTs, however, and ultimately transferred this line to Hitachi Shenzhen. Id. Prior to the asset sale to Thomson, the Hitachi Defendants and Thomson entered**[\*85]** into an agreement "whereby Hitachi would refrain from selling 34[-inch] CPTs to North America." ECF No 3270-5, Ex. 9. This agreement apparently bound Hitachi Shenzhen as well. See id. After the agreement with Thomson expired, HED(US) began working with Hitachi Shenzhen to develop a strategy for Hitachi Shenzhen to sell 34-inch CPTs into the North American market. See id.; id., Ex. 10.

The DAPs provide evidence that HDP employees continued to meet with cartel members after March 2003 to exchange production plans and to discuss CRT market forecasts. See, e.g., ECF No. 3270-9, Exs. 36 at 96:4-11; 37; 38. There is also evidence that HDP employees provided alleged coconspirator MTPD with production information for Hitachi Shenzhen after March 2003. See, e.g., ECF No. 3270-4, Ex. 38. Finally, there is evidence that Mr. Toniguchi, a HED(US) employee, was "in charge of manufacturing . . . production, [or] engineering" at Hitachi Shenzhen. ECF No. 3270-5, Ex. 5 at 312:23-313:1.

**b. Discussion**

There is a genuine dispute of material fact as to whether HDP and HED(US) withdrew from the conspiracy. Defendants do not point to any affirmative action by HDP to withdraw.[[5]](#footnote-4)5 Even if the sale of other Hitachi**[\*86]** Defendants' CRT businesses could be imputed to HDP, the sale of a conspiring business does not qualify as an affirmative act of withdrawal if the defendant fails to "sever[] all ties" with the conspiracy and the business through which it participated in the conspiracy. See [*Morton's Mkt., 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); see also [*Reisman, 409 F.2d at 793*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-TDY0-0039-Y027-00000-00&context=) (holding defendant did not withdraw because he remained a major stockholder); [*Lothian, 976 F.2d 1257*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=) (same); [*Antar, 53 F.3xd at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=) (same). Here, HDP did not sever all ties because it continued to own a 25% interest in a co-conspirator - Hitachi Shenzhen - to whom HED(US) also sold part of its CRT business.[[6]](#footnote-5)6 Further, HDP was not simply a passive investor in Hitachi Shenzhen. See, e.g., ECF No 3270-5, Ex. 9 (stating that HDP would work with Hitachi Shenzhen to sell CRTs into the North American market). HDP exercised some amount of control over Hitachi Shenzhen and had the ability to appoint three of seven members of Hitachi Shenzhen's board. Finally, even if HDP had affirmatively withdrawn, however, its withdrawal would have been negated by evidence that it continued to exchange competitive information with coconspirators. See [*Lowell, 649 F.2d at 958*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2CH0-0039-W39B-00000-00&context=) (acts taken in furtherance of the conspiracy after the point of withdrawal will negate a withdrawal defense); [*Bullis, 77 F.3d at 1561-63*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3JW0-006F-M182-00000-00&context=) (same); **[\*87]**see, e.g., ECF No. 3270-9, Exs. 36 at 96:4-11; 37; 38.

There is also evidence that HED(US) failed to sever ties. For example, HED(US) worked with coconspirator Hitachi Shenzhen to develop a strategy for Hitachi Shenzhen to sell 34-inch CPTs into the North American market. See ECF No 3270-5, Ex. 10. In addition, there is evidence that an HED(US) employee named Mr. Toniguchi was placed at Hitachi Shenzhen and put "in charge of manufacturing . . . production, [or] engineering." ECF No. 3270-5, Ex. 5 at 312:23-313:1.

On the other hand, it is undisputed that HAS and HAL exited the CRT industry and cut all ties as of March 2003. This is sufficient to make out a prima facie case of withdrawal. See [*Morton's Mkt., 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); [*Steele, 685 F.2d at 804 (3d Cir. 1982)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2TY0-003B-G20V-00000-00&context=); [*Krause, 827 F.2d at 351*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7T00-001B-K499-00000-00&context=); [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=). The DAPs do not attempt to rebut Defendants' showing as to HAS and HAL specifically. Instead, without argument or explanation, they treat the Hitachi Defendants as a single entity, referring to them throughout their brief simply as "Hitachi." Finding no reason to find otherwise, the Court declines to discard traditional notions of corporate separateness and does not treat the Hitachi Defendants as a**[\*88]** single entity.

The DAPs also argue that the Hitachi Defendants - including, presumably, HAS and HAL - failed to effectuate their withdrawal insofar as their exit from the industry benefited the conspiracy by making the market more concentrated. Exiting an industry does not necessarily make the market more concentrated, though the sale of one's business to a competitor does. Here, the Hitachi Defendants sold their CRT business to competitors and alleged coconspirators Thomson and Hitachi Shenzhen. The Court recognizes that a sale to a competitor is not necessarily "inconsistent with the object of the conspiracy" insofar as concentrated industries are more prone to collusion. Cf. [*Gypsum, 438 U.S. at 464-65*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-8PW0-003B-S1BT-00000-00&context=) (requiring that the affirmative act be "inconsistent with the object of the conspiracy"). The Court declines, however, to adopt a rule that would effectively prohibit sales to competitors in order to effectuate withdrawal. In many cases, competitors will be a firm's only potential buyers. Regardless, the authority on this issue is clear that a defendant has withdrawn if it severs all ties to the conspiracy and to the business through which it participated in the conspiracy. See [*Morton's Market, 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); [*Steele, 685 F.2d at 804*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2TY0-003B-G20V-00000-00&context=); [*Krause, 827 F.2d at 351*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7T00-001B-K499-00000-00&context=). Here, Defendants have met**[\*89]** that burden as to HAS and HAL.

Whether HTL withdrew as a matter of law is a more difficult question. The DAPs urged the Court at the hearing to find that HTL did not effectuate its withdrawal because it continued to possess an indirect interest in coconspirator Hitachi Shenzhen beyond March 2003. Specifically, HTL wholly owned HDP, which in turn owned 25% of Hitachi Shenzhen. Although HTL's connection to the conspiracy beyond March 2003 was not as significant as HDP's or HED(US)'s involvement, HTL failed to cut all ties by retaining an indirect interest in a coconspirator and therefore did not meet the high bar for establishing withdrawal as a matter of law. See [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=); [*Reisman, 409 F.2d at 793*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-TDY0-0039-Y027-00000-00&context=); see also [*Eisen, 974 F.2d at 269*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1RB0-008H-V0P0-00000-00&context=) (no withdrawal if defendant continues to benefit from the conspiracy). Cf. [*Morton's Market, 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=) (cutting all ties to the industry), [*Steele, 685 F.2d at 804*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2TY0-003B-G20V-00000-00&context=) (same), and [*Krause, 827 F.2d at 351*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7T00-001B-K499-00000-00&context=) (same).

Accordingly, Defendants' motion is GRANTED IN PART and DENIED IN PART. It is granted with respect to the withdrawal issue as to HAS and HAL, but it is denied in all other respects.[[7]](#footnote-6)7

**2. Toshiba Defendants' Motion for Summary Judgment Concerning Withdrawal**

The five Toshiba entities in this case brought the instant motion: Toshiba Corporation ("Toshiba Corp."), Toshiba America, Inc. ("TAI"),**[\*90]** Toshiba America Consumer Products, LLC ("TACP"), Toshiba America Information Systems, Inc. ("TAIS"), and Toshiba America Electronic Components, Inc. ("TAEC") (collectively, the "Toshiba Defendants").[[8]](#footnote-7)8 Their motion asks the Court to rule as a matter of law that Toshiba Defendants withdrew from the conspiracy by April 1, 2003, the date on which Toshiba Defendants transferred their CRT business to Matsushita Toshiba Picture Display Co., Ltd. ("MTPD"), a joint venture between Toshiba and alleged coconspirator Matsushita Electric Industrial Co., Ltd. ("Matsushita"). Further, their motion asks the Court to dismiss the DAPs' claims because the amount of time between Toshiba Defendants' purported withdrawal and the filing of the DAPs' complaint exceeds the statute of limitations. The Court will deny the motion.

**a. Facts**

The DAPs present evidence that Toshiba Defendants joined the conspiracy at least as early as 1997 by attending meetings with competitors to discuss price and coordinate supply. The DAPs also present evidence that Toshiba Defendants took steps to conceal their involvement in the conspiracy, including attending secret meetings in hotels, recording information on a blackboard**[\*91]** instead of committing it to paper, instructing recipients of internal emails to destroy the emails after reading them, and communicating in code in order to avoid detection.

On September 26, 2002, Toshiba Corp. and Matsushita publicly announced that they were combining their CRT businesses and forming MTPD, a joint venture owned and controlled by both companies. See ECF No. Ex. A at 1 (issuing a press release stating that Toshiba and Matsushita were "consolidating their cathode ray tube (CRT) business into a single company."). Toshiba Defendants transferred their relevant CRT operations to MTPD on March 31, 2003, and MTPD commenced operations on April 1, 2003. Toshiba, however, retained rights to certain intellectual property used in the CRT business and licensed those rights to MTPD.

Toshiba Corp. owned a 35.5% share of MTPD, appointed four out of ten directors on MTPD's board, and indirectly exercised veto power over important decisions of the Board as a result of the Joint Venture Agreement's requirement that there be consent of at least one Toshiba-appointed director. Toshiba also assisted in preparing MTPD's Initial Business Plan and secured the right to approve any changes to that**[\*92]** plan in future years.

**b. Discussion**

Toshiba Defendants assert that their exit from the CRT industry on April 1, 2003 constitutes withdrawal. Toshiba, however, did not exit the CRT industry; they merely restructured their involvement through a joint venture in partnership with another alleged coconspirator. The joint venture, MTPD, in turn, allegedly joined the conspiracy shortly after its creation. As a result of their shared ownership and control of MTPD with alleged coconspirator Matsushita, not only did Toshiba Defendants retain a significant ownership interest in a conspiring corporation, they continued to actively participate in the CRT industry beyond their purported "exit." Toshiba Defendants appointed members to MTPD's board, exercised veto power over important decisions, assisted in developing MTPD's business plan, and leased intellectual property related to the manufacture of CRTs to MTPD. There is at least a genuine issue of material fact therefore as to whether Toshiba Defendants severed all ties to their CRT business and to the conspiracy. See [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=); [*Reisman, 409 F.2d at 793*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-TDY0-0039-Y027-00000-00&context=).

Toshiba Defendants attempt to distinguish their case from Reisman and Antar. They note that whereas they sold their businesses,**[\*93]** the defendants in Reisman and Antar merely resigned. They contend that the act of selling a business constitutes an affirmative act that the defendants in Reisman and Antar lacked. The Court disagrees. A defendant's resignation from a conspiring business, like a sale, is sufficient to establish withdrawal only if the defendant severs all ties in the process. See, e.g., [*Lothian, 976 F.2d at 1264*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=) (holding that the defendant's resignation effectuated his withdrawal because he did not retain an ownership interest upon his resignation); [*Lowell, 649 F.2d at 955*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2CH0-0039-W39B-00000-00&context=) ("[A]ffirmative action sufficient to show withdrawal as a matter of law from the conspiracy . . . may be demonstrated by the retirement of a coconspirator from the business, severance of all ties to the business, and consequent deprivation to the remaining conspirator group of the services that constituted the retiree's contribution to the fraud."). Thus, that the defendants in Reisman and Antar resigned as opposed to selling their business is irrelevant. The question is whether Toshiba Defendants cut off all ties. They did not. In fact, because in addition to retaining ownership they also shared control of MTPD, Toshiba Defendants' withdrawal was even more incomplete than that of the defendants**[\*94]** in Reisman and Antar.

Next, because MTPD was not born a conspirator, Toshiba Defendants argue their withdrawal was complete the moment they created MTPD and sold their CRT business in exchange for MTPD stock. The Court remains unconvinced. Because MTPD allegedly joined the conspiracy almost immediately after its formation, there is an issue of material fact as to whether Toshiba Defendants severed all ties with the conspiracy or whether they merely restructured those ties by manipulating their corporate umbrella. Further, by merely restructuring their CRT business as a joint venture, Toshiba Defendants failed to cut all ties with the business through which it participated in the conspiracy. True, Toshiba Defendants no longer manufactured CRTs themselves, but it can hardly be said that they "severed all ties to the business" in light of their shared ownership and control of MTPD. [*Morton's Mkt., 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=).

Toshiba Defendants assert the foregoing analysis violates traditional notions of corporate separateness and holds them liable for the acts of a separate company, MTPD. Indeed, absent a legal theory that would allow the DAPs to impute the acts of MTPD onto Toshiba Defendants, Toshiba Defendants cannot be held**[\*95]** liable for the acts of MTPD. But that is not the issue. The question before the Court is whether Toshiba Defendants have met the high bar for establishing withdrawal as a matter of law. To meet that burden, Toshiba Defendants must show there is no genuine issue of material fact as to whether they severed all ties with the conspiracy and the business through which they participated in the conspiracy. See [*Morton's Mkt., 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); [*Steele, 685 F.2d at 804*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2TY0-003B-G20V-00000-00&context=); [*Krause, 827 F.2d at 351*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7T00-001B-K499-00000-00&context=); [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=); [*Reisman, 409 F.2d at 793*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-TDY0-0039-Y027-00000-00&context=); [*Lothian, 976 F.2d at 1264*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=). Because of their ownership and control of MTPD, Toshiba Defendants fail to meet their burden.

Separate but related, Toshiba Defendants' motion as to withdrawal fails for the independent reason that there is a genuine issue of material fact as to whether Toshiba Defendants adequately communicated their purported withdrawal. The DAPs do not dispute that press releases and news coverage are means reasonably calculated to reach Toshiba Defendants' coconspirators; rather, they argue the content of the communications was inadequate. Toshiba and alleged coconspirator Matsushita publicly announced they were combining their CRT businesses and forming MTPD, a joint venture owned and controlled by both companies. See ECF No. Ex. A at 1 (issuing a press release stating that Toshiba and**[\*96]** Matsushita were "consolidating their cathode ray tube (CRT) business into a single company."). Toshiba Defendants' coconspirators, however, could have easily interpreted that announcement as a restructuring of Toshiba Defendants' involvement in the CRT industry via a joint venture. That is not the same as announcing a complete exit.

Finally, Toshiba Defendants' motion also fails as to fraudulent concealment. The DAPs provided evidence suggesting that Toshiba Defendants attended secret meetings in hotels, recorded information on a blackboard instead of committing it to paper, instructed recipients of emails to destroy them after reading them, and used codes in correspondence in order to hide the conspiracy. These are the types of affirmative acts that courts have found sufficient to establish fraudulent concealment. See, e.g., [*Pinney, 838 F.2d at 1472*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3740-001B-K0B6-00000-00&context=) (holding secret meetings); [*In re Cathode Ray Tube (CRT)* ***Antitrust*** *Litig., 2014 U.S. Dist. LEXIS 35391, 2014 WL 1091589, at \*9*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BSF-8JX1-F04F-00TN-00000-00&context=) (same); [*Fed. Pac. Elec. Co., 310 F.2d at 284 n.2*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3DC0-0039-Y4FH-00000-00&context=) (destroying records and encoding information).

Accordingly, Toshiba Defendants' motion is DENIED.

**3. Defendant LG Electronics, Inc.'s Motion for Partial Summary Judgment on Withdrawal Grounds**

LGE Electronics ("LGE") brought the instant motion asking the Court to rule that LGE withdrew from the conspiracy as of July 1, 2001, the**[\*97]** date on which it transferred its CRT assets to LG. Philips Displays ("LPD"), a joint venture between LGE and alleged coconspirator Philips. Although LPD allegedly continued to participate in the conspiracy, LGE argues that it should not be held liable for those acts according to principles of corporate separateness. Further, LGE argues that its shift from seeking to increase CRT prices as a CRT seller to seeking the lowest price possible as a CRT buyer constitutes an affirmative act inconsistent with the object of the conspiracy such that the Court should grant its withdrawal defense as a matter of law.

The DAPs respond that the motion should be denied because, according to the DAPs, (1) LGE did not sever ties from the CRT conspiracy through its formation of LPD; (2) LGE benefited from LPD's participation in the conspiracy; and (3) LGE never communicated its purported withdrawal to its coconspirators.

The Court will deny the motion.

**a. Facts**

LGE and Philips allegedly joined the conspiracy around 1995. On July 1, 2001, LGE and Philips formed LPD, a joint venture to which LGE and Philips transferred their CRT businesses. The DAPs allege that LPD joined the conspiracy shortly after its creation**[\*98]** and continued its participation until it declared bankruptcy in January 2006.

LPD's formation was widely reported in the media. Further, the undisputed evidence shows that coconspirators were aware that LPD was a joint venture between LGE and Philips to which LGE and Philips transferred their CRT businesses. The announcements and media reports, however, did not state that LGE and Philips were exiting the CRT industry. Instead, they indicated that LGE and Philips were consolidating their CRT businesses.

LGE held 50% of LPD's shares, minus one share, and Philips held the rest. LGE also had the right to appoint three members to LPD's six-member Supervisory Board, which was responsible for "provid[ing] high-level strategic advice to LPD's management and aid[ing] LPD in determining business policies and how to implement those policies." LGE Mot. at 4. Finally, in addition to arranging initial financing, LGE provided LPD with a $125 million capital injection on May 31, 2002 and a $250 million capital injection on June 25, 2004.

After transferring its CRT business to LPD, LGE became exclusively a CRT purchaser, buying CRTs for incorporation into its finished products. LGE purchased CRTs from LPD and other suppliers.**[\*99]** LGE presents evidence that these purchases were done at arm's length and that LGE sought the lowest purchase price possible.

**b. Discussion**

LGE did not sever ties with the CRT industry or its CRT manufacturing business. Instead, it transferred its CRT business to a joint venture that it owned and controlled jointly with another coconspirator. LGE seems to concede that point, see LGE Reply at 6-7, but argues that although "severing all ties . . . is one way to show withdrawal, [it is] not the only way. Id. at 6. LGE quotes from the Third Circuit's opinion in Antar wherein the court held that "if the defendant has not completely severed his ties with the enterprise, then in order to establish a prima facie case, he must demonstrate . . . that he did acts inconsistent with the object of the conspiracy." [*Antar, 53 F.3d at 582*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=). LGE contends that "becoming a CRT purchaser and consistently negotiating for lower CRT prices [was an act] squarely inconsistent with continued support of a CRT price-fixing conspiracy." LGE Reply at 7.

The Court is not convinced. Negotiating the lowest price possible for LGE's own inputs is entirely unremarkable and does not constitute an "affirmative[] act" or a "definite, decisive, and positive**[\*100]** step[]." [*Lothian, 976 F.2d at 1261*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=); see [*United States v. Cont'l Grp., Inc., 603 F.2d 444, 467 (3d Cir. 1979)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-VC50-0039-M530-00000-00&context=) (citing [*United States v. Socony-Vacuum Oil Co., 310 U.S.150, 224 n.59, 60 S. Ct. 811, 84 L. Ed. 1129 (1940))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7110-003B-72F4-00000-00&context=) (resuming normal competitive behavior is insufficient to establish withdrawal); [*Plymouth Dealers' Ass'n of No. Cal. v. United States, 279 F.2d 128, 132 (9th Cir. 1960)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-5HS0-0039-Y2YM-00000-00&context=) (same). Indeed, there is nothing inconsistent with LGE seeking to lower the cost of its own CRT purchases while simultaneously supporting a conspiracy that raised prices for its competitors and increased profits for its joint venture, LPD. At most, LGE's transition from CRT producer to CRT purchaser suggests it was no longer actively supporting the conspiracy. Cf. [*Smith, 133 S. Ct. at 720*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:57FY-V121-F04K-F4MD-00000-00&context=) (holding that mere cessation of activity in furtherance of the conspiracy is insufficient). Because LGE failed to cut all ties with its former CRT manufacturing business, however, more is required. See [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=) ("[I]f the defendant has not completely severed his ties with the enterprise, then in order to establish a prima facie case, he must demonstrate . . . that he did acts inconsistent with the object of the conspiracy.").

LGE also contends that the DAPs are seeking to hold LGE "liable for the actions of LPD because [LGE] held a minority ownership interest in the newly formed organization." LGE Reply at 10. "This theory," according to LGE, "conflicts with fundamental principles of corporate separateness." Id. LGE mischaracterizes**[\*101]** the issue. The question before the Court is whether LGE took actions sufficient to establish withdraw as a matter of law. Whether it took adequate steps depends on whether it retained stock in a conspiring corporation, see [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=); whether it continued to be involved in the CRT industry and its former CRT manufacturing business, see [*Morton's Mkt., 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); and whether it continued to interact and communicate with coconspirators in furtherance of the conspiracy, see [*Lowell, 649 F.2d at 958*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2CH0-0039-W39B-00000-00&context=). LGE's relationship to LPD is relevant for these reasons, not because the DAPs are trying to hold LGE liable for the acts of LPD.

LGE's motion also fails for the independent reason that there is a genuine dispute of material fact as to whether the announcements regarding the creation of LPD communicated LGE's exit from the CRT industry or merely that LGE and Philips were consolidating their CRT efforts through a joint venture.

Finally, at the end of its Reply, LGE states that "[e]ven if this court finds that LGE did not withdraw from the conspiracy in 2001, at the very latest, the undisputed facts show that it withdrew by January 2006. . . . LPD declared bankruptcy in 2006, at which time LGE's minority ownership interest cannot be said to have any relevance."**[\*102]** Reply at 12. LGE did not make this argument in their motion; it is not responsive to the DAPs' Opposition; and it was not raised at the hearing. The Court therefore declines to consider it.

The motion is DENIED.[[9]](#footnote-8)9

**4. Philips Electronics North America Corporation, Philips Taiwan Ltd., and Philips Brasil Ltda.'s Motion for Partial Summary Judgment**

Koninklijke Philips N.V. ("Royal Philips"), an alleged coconspirator in this case, is the parent company to hundreds of subsidiaries across the world. Some of those subsidiaries are also defendants in this case. Three of those subsidiaries - Philips Electronics North America Corporation ("PENAC"), Philips Taiwan Limited (f/k/a Philips Electronics Industries (Taiwan) Ltd.) ("PTL"), and Philips do Brasil Ltda. (f/k/a Philips da Amazonia Industria Electronica Ltda.) ("PDBL") (collectively, the "Philips Subsidiaries") - brought the instant motion. Royal Philips, itself, however, is not a party to the motion.

Defendants ask the Court to rule that the Philips Subsidiaries withdrew from the conspiracy as a matter of law after June 2001 when the Philips Subsidiaries transferred their CRT businesses to LG Philips Displays ("LPD"), a joint venture between**[\*103]** Philips and alleged coconspirator LGE. Although Royal Philips continued to be involved in the CRT industry through its shared ownership and control of LPD, the Philips Subsidiaries argue that they severed all ties to the CRT industry after June 2001 and that Royal Philips' ongoing involvement should not be imputed onto them given principles of corporate separateness.

The DAPs' respond that the motion should be denied because Royal Philips continued its involvement in the conspiracy through LPD. Further, the DAPs contend that the Philips Subsidiaries did not communicate their alleged withdrawal to their coconspirators. Finally, the DAPs argue that the Philips Subsidiaries continued to benefit from the conspiracy after their purported withdrawal insofar as the Philips conglomerate as a whole benefited.

Because the DAPs fail to provide (1) any evidence that Philips Subsidiaries continued their involvement in the CRT industry after June 2001, or (2) a legal theory that would allow them to impute Royal Philips' alleged involvement in the conspiracy through LPD after June 2001 onto the Phillips Subsidiaries, the Court will grant the motion.

**a. Facts**

In addition to the facts provided below, the**[\*104]** Court incorporates the relevant facts from Section IV.B.3.a, supra, which explain the LPD joint venture between LGE and Philips in detail.

Royal Philips is the Netherlands-based parent company of the Philips Group, a multinational business conglomerate. ECF No. 3238-11, Ex. 3 at 1. Its business activities are organized through Product Divisions and Country Organizations, and its legal structure is organized through a large number of directly and indirectly held subsidiaries throughout the world. See id. The two Product Divisions relevant to this case are the Philips Consumer Electronics Division ("PCE") and the Components Division. PCE was responsible for finished televisions and monitors. A business group within the Components Division called Philips Display Components ("PDC") was responsible for the production of CRTs.

At Royal Philips' 30(b)(6) deposition, its corporate representative provided a brief overview of the company's corporate structure. See ECF No. 3238-14, Ex. 7 at 30:1-34:12. As he explained it, Royal Philips is the top of the Philips Group, with a seat in the Netherlands, governed by the Board of Management. Id. Below the Board of Management are the Product Divisions,**[\*105]** comprised of different business groups, which are also directed centrally by Royal Philips from the Netherlands. Id. Philips, however, is a global operation and is active throughout the world through different corporate entities. In North America, for example, Philips is active under PENAC, one of the Philips Subsidiaries that brought the instant motion. Id. Activities like production and manufacturing are under the responsibility of subsidiaries like PENAC. Id. The policies for operating the display components and consumer electronics divisions under PENAC are largely determined, however, by PCE and PDC out of Royal Philips in the Netherlands. Id.

The Philips Subsidiaries manufactured and sold CRTs from March 1995 through June 2001 and are alleged to have participated in the conspiracy (along with Royal Philips itself) throughout that time. As part of Royal Philips' joint venture agreement with LGE, all of the CRT operations of the Philips Subsidiaries were transferred to LPD in June 2001. Philips Subsidiaries' divestment was widely reported in the press. LPD, in turn, allegedly joined the conspiracy shortly after its creation.

Royal Philips shared ownership and control of LPD with**[\*106]** LGE. The DAPs do not present any evidence, however, that Philips Subsidiaries owned or were otherwise involved in LPD's operations.

**b. Discussion**

Philips Subsidiaries' exit from the CRT industry in June 2001 constitutes a prima facie showing of withdrawal. See [*Lothian, 976 F.2d at 1264*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0RX0-008H-V0KP-00000-00&context=); [*Morton's Mkt., 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); [*Krause, 827 F.2d 346*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7T00-001B-K499-00000-00&context=). Their exit was also adequately communicated to coconspirators given the extensive press coverage. See [*Gypsum, 438 U.S. at 464-65*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-8PW0-003B-S1BT-00000-00&context=); [*Morton's Mkt., 198 F.2d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=). The DAPs' do not attempt to rebut this evidence. Instead, they focus on Royal Philips' continued involvement in the CRT industry through LPD. Although the DAPs assert that "the period following LPD's formation was marked by tight integration between the entire Philips corporate family and LPD," Philips Opp'n at 17, they fail to present a legal theory that would allow them to impute Royal Philips' ongoing involvement in the CRT industry through LPD onto the Philips Subsidiaries. Cf. [*Bestfoods, 524 U.S. at 68*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3SWJ-DTV0-004B-Y002-00000-00&context=) ("It is a general principle of corporate law deeply ingrained in our legal system that a corporation is not liable for the acts of its subsidiaries."); [*Mobil Oil Corp. v. Linear Films Inc., 718 F. Supp. 260, 273 (D. Del. 1989)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-BYP0-0054-455X-00000-00&context=) ("Courts do disregard the corporate form in some instances where such disregard is necessary to prevent injustice to a person or entity that would be harmed by refusing to impose liability**[\*107]** on the basis of the corporate structure. The party seeking to disregard the corporate form bears the burden of showing that there are good reasons for doing so.").

At the hearing, the DAPs argued that PENAC's decision to purchase most of its CRTs from LPD negated its withdrawal defense because those purchases benefited the conspiracy. Presumably, the DAPs' theory is that PENAC furthered the conspiracy by providing LDP with a dedicated market. Actions taken subsequent to the point of withdrawal will negate a withdrawal defense if those actions further the conspiracy itself - for example, by concealing the conspiracy from authorities. See [*Lowell, 649 F.2d at 958*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2CH0-0039-W39B-00000-00&context=). Benefiting a conspirator, however, is not the same as furthering the conspiracy.

Because the DAPs fail to provide any evidence that Philips Subsidiaries continued their involvement in the CRT industry after June 2001 or a legal theory that would allow them to impute Royal Philips' ongoing involvement in the CRT industry through to the Phillips Subsidiaries, the Court GRANTS Defendants' motion. See [*Steele, 685 F.2d at 804*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2TY0-003B-G20V-00000-00&context=) (ruling that the defendant had established withdrawal as a matter of law after the evidence showing the defendant had severed his ties with the enterprise**[\*108]** went unrebutted by the government).

**5. Motion for Partial Summary Judgment Against Dell and Sharp Plaintiffs on Statute of Limitations Grounds**

The instant motion asserts Dell and Sharp had knowledge or constructive knowledge of the facts constituting their claims as of 1998 and 2002, respectively. Because fraudulent concealment cannot continue to toll the statute of limitations once a plaintiff has actual or constructive knowledge of facts giving rise to its claim, Defendants assert that Dell's and Sharp's claims relating to conduct occurring before November 27, 2003 - four years after the Direct Purchaser Plaintiff ("DPP") class action was filed - are time-barred.

The Court will deny the motion.

**a. Dell**

As the moving party, Defendants have the burden of producing evidence that shows Dell had knowledge or constructive knowledge of the facts underlying their claims prior to November 23, 2007. See [*Nissan Fire & Marine Ins., 210 F.3d at 1102*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4043-HPR0-0038-X031-00000-00&context=). The burden then shifts to Dell to produce admissible evidence to show a genuine issue of material fact as to its knowledge or constructive knowledge. See [*id. at 1102-1103*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4043-HPR0-0038-X031-00000-00&context=).

Defendants' evidence consists mainly of internal Dell emails discussing possible collusion in the CRT market:

• In 1998, Sue Lee, a member of**[\*109]** Dell's World Wide Procurement group, reported to sixteen other members of the procurement group that "Japanese CDT suppliers had discussion among themselves of raising 17" CDT pricing" and that "Korean and Taiwanese CDT supplier[s] would be glad to 'follow' if the raise worked." ECF No. 3067-19, Ex. 17. Later, Ms. Lee wrote that "Japanese CDT supplier - led by Hitachi was secretly working on to raise 17" CDT price . . . .". ECF No. 3067-23, Ex 21.

• In 1999, an internal Dell email written by Dell employee Angela Ford states that Dell suspected there was collusion among CRT suppliers to control the output of CRT products. ECF No. 3067-10, Ex. 8 at DELL-LCD00000675.

• That same month, members of the procurement team had a meeting to discuss Dell's strategy to combat price increases. Subsequently, an email was sent summarizing the discussion. The summary stated that "[t]he CRT Cartel has come back that they are not, in fact, raising their prices - they will probably try again in Q2 . . . The Newspaper reports that the Cartel failed to increase pricing (1/17 - China Economic News?)." ECF No 3067-14, Ex. 12.

• In January 2002, Dell's procurement team learned information that it believed showed that "CRT suppliers**[\*110]** are banding together to raise their cost." ECF No. 3067-12, Ex. 10.

• In January 2002, in a weekly report to the procurement group, a Dell employee wrote that the "cartel like big three suppliers did advice [sic] the monitor suppliers of price increase on the CDT . . . They agree setting target for example the 17" tube at $58, any supplier who currently sells under it should raise price to reach that level." ECF No. 3067-16, Ex. 14.

• A few weeks later, Dell employee Eric Korman wrote an email to Dell employee Julie Newmiller proposing a meeting to "discuss the CDT industry's cooperative pricing association." ECF No. 3067-24, Ex. 22.

• In a February email from Eric Korman among procurement group members, a senior manager wrote, "The other question I had was if we invited CPT - we are going to need their support on 15" LCD panels and they are trying to play ball with the CRT pricing cartel." ECF No. 3067-22, Ex. 20.

• In a March 2002 email, Eric Korman wrote that "the CRT consortium is holding together well regarding pricing" and that "the CRT consortium is difficult to manage at this point." ECF No. 3067-21, Ex. 19.

• In a February 2003 email, Dell employees and managers discussed how "CRT**[\*111]** inventory is building" and how it was an opportunity to "do a little cartel breaking." ECF No. 3067-20, Ex. 18.

These emails, taken on their own, suggest Dell's "suspicions" regarding the existence of a CRT price-fixing conspiracy were "excited." See [*Conmar, 858 F.2d at 504*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=). The burden therefore shifts to Dell to produce admissible evidence to show a genuine issue of material fact. See [*Nissan Fire & Marine Ins., 210 F.3d at 1102-1103*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4043-HPR0-0038-X031-00000-00&context=). In response, Dell submits the deposition testimony of various Dell employees who testified that Dell did not, in fact, have suspicions of a conspiracy. See, e.g., ECF No. 3230-40, Ex. 36 (Deposition of Julie French)[[10]](#footnote-9)10 158:4-159:2 (had no knowledge or suspicions about CRT makers colluding); id. at 92:10-93:23 ("We would have never expected [CRT suppliers] to be talking to their competitors about pricing. So it would not have entered our minds to ask them to tell us if they're talking to their competitors about pricing."); id. at 156:9-157:7 ("We had no reason to suspect this . . . And I guarantee you if I had an inkling that it was real or my team, who is very ethical as well, had an inkling that it was real, something would have been done."); ECF No. 3230-32, Ex. 28 (Deposition of Gerry Smith ("Smith Depo")) at 156:6-19, 270:15-272:25**[\*112]** (he was not aware of any companies fixing prices of CRT tubes or CRT monitors and did not have suspicions of price fixing); ECF No. 3230-33, Ex 29 (Deposition of Angela Ford) at 146:9-147:11 ("I did not suspect that they were discussing pricing . . . I didn't believe they were talking to raise prices."); id. at 179:8-9 ("I didn't think the CRT makers or the tube makers were meeting to set prices."); ECF No. 3230-34, Ex. 30 (Deposition of Glen Neland) at 249:19-25 (he did not recall anyone at Dell reporting to him suspicions of cartel activity with respect to CRTs or CRT monitors); ECF No. 3230-35, Ex. 31 (Deposition of Mac Stringfellow) at 91:14-92:22 (never heard from anyone at Dell that the companies that were supplying CRTs were colluding on price); id. at 155:15-16 ("I had no suspicions that there was collusion."); ECF No. 3230-36, Ex. 32 (Deposition of Jon Melnick) at 259:7-260:13 (no suspicions that CRT tube manufacturers were discussing price and that he did not recall any rumors of others discussing such suspicions); ECF No. 3230-37, Ex. 33 (Deposition of Dennis Selman) at 177:1-178:23 (did not recall having suspicions about CRT collusion or price-fixing); ECF No. 3230-38,**[\*113]** Ex. 34 (Deposition of Shutuan Lillie ("Lillie Depo")) at 250:3-21 (never suspected CRT tube suppliers or monitor suppliers were fixing prices and did not hear of such suspicions from anyone else at Dell); ECF No. 3230-39, Ex. 35 (Deposition of Ricky Ratley) at 150:1-12 (did not recall hearing any rumors or suspicions with respect to CRT tubes or monitor makers); ECF No. 3230-31, Ex. 27 (Deposition of Martin Garvin ("Garvin Depo.")) at 105:13-17 (did not recall whether he suspected there was a CRT cartel).

Dell employees also testified that the word "cartel" was used loosely in company communications to refer to the fact that the CRT market was heavily concentrated or oligopolistic. See, e.g., Smith Depo. at 121:18-122:1, 126:23-127:2 ("A lot of people at Dell use the term 'cartel' in a broad sense, meaning you only have a couple suppliers in an industry space, which made it more difficult . . . from a procurement perspective."); Ratley Depo. at 142:4-143:3 ("My definition of cartel was more or less a market or industry, in a market or industry that linked companies together by product or technology, perhaps even business."); Lillie Depo. at 121:1-16, 125:6-8; 126:1-21.

Finally, when**[\*114]** asked about emails in which he referred to "cartel breaking," Dell's Chief Procurement Officer, Martin Garvin, explained that the statement referred to LCD suppliers and that "cartel breaking" was a "metaphor" to see if "there might be an opportunity to get some lower pricing" and that reference to "cartel breaking" was "generically referring to panel providers." Garvin Depo. at 118:14-121:7; see also [*In re TFT-LCD (Flat Panel)* ***Antitrust*** *Litig., No. M 07-1827 SI, 2012 U.S. Dist. LEXIS 172805, 2012 WL 6000154, at \*1 (N.D. Cal. Nov. 30, 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:576P-TPH1-JCNB-302C-00000-00&context=) ("[A]cording to Dell, the evidence shows that employees used the term 'cartel' loosely to refer to the fact that a heavy concentration of LCD business resided with a handful of companies.").

Defendants reply that Dell must have had knowledge of the conspiracy given the strength and credibility of their documentary evidence relative to the deposition testimony submitted by Dell. "In considering a motion for summary judgment," however, the Court "may not weigh the evidence or make credibility determinations, and is required to draw all inferences in a light most favorable to the non-moving party." [*Freeman v. Arpaio, 125 F.3d 732, 735 (9th Cir. 1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RYC-0B60-00B1-D00R-00000-00&context=). As to Dell's purported constructive knowledge, Defendants neither point to specific facts**[\*115]** that should have excited Dell's suspicions of which Dell was irrefutably aware, nor show that Dell would have discovered the facts underlying its claims had it been reasonably diligent in investigating those suspicions. See [*Conmar, 858 F.2d at 504*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=); [*Mt. Hood Stages, 555 F.2d at 698*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0R50-0039-M2HJ-00000-00&context=); [*Morton's Mkt, 198 F.3d at 832-33*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); [*In re Petroleum Products, 782 F. Supp. at 493*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-8MH0-001T-70DP-00000-00&context=). The Court therefore finds that there is a genuine issue of material fact as to Dell's actual and constructive knowledge. See also [*In re TFT-LCD (Flat Panel)* ***Antitrust*** *Litig., No. M 07-1827 SI, 2012 U.S. Dist. LEXIS 172805, 2012 WL 6000154, at \*2 (N.D. Cal. Nov. 30, 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:576P-TPH1-JCNB-302C-00000-00&context=) (finding on a similar motion with similar facts that "[w]hile defendants have submitted powerful evidence suggesting that Dell knew about defendants' alleged price-fixing activities prior to December 2002, the Court concludes that summary judgment is not appropriate because the parties submitted conflicting evidence regarding what Dell employees knew and when they knew it.").

Accordingly, Defendants' motion as to Dell is DENIED.

**b. Sharp**

As with Dell, Defendants have the initial burden of producing evidence to show that Sharp had knowledge or constructive knowledge of the facts underlying its claims prior to November 23, 2007. See [*Nissan Fire & Marine Ins., 210 F.3d at 1102*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4043-HPR0-0038-X031-00000-00&context=). Defendants have failed to meet this burden.

Defendants first point to a June 2002 report regarding**[\*116]** CRT pricing trends. The report is 15 pages pertaining to over a dozen companies. One line in the report states, "There is a possibility that Samsung and LGPD are conspiring." ECF No. 3067-4, Ex. 2 at SHARP-CRT-00212458 (emphasis added). Merely suspecting that certain Defendants were possibly conspiring, however, is not enough to establish constructive knowledge as a matter of law. See [*Mt. Hood Stages, 555 F.2d at 698*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0R50-0039-M2HJ-00000-00&context=); see also [*F. Buddie Contracting, 595 F. Supp. at 431*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-BK90-0054-54RB-00000-00&context=) ("[W]here a plaintiff remains ignorant of at least some of the facts required to make out his claim, the plaintiff does not have knowledge of its claim."). Further, when asked about the document at deposition, the head of procurement at SEMA - one of the Sharp plaintiffs - testified that the language would not have caused him to believe that Samsung and LGPD were conspiring because he believed the prices were improperly characterized in the report. See ECF No. 3283-2, Ex. A (Nakanishi Deposition) at 144:24-146:2; 355:22-356:1; 356:3-14. Thus, even if Defendants had satisfied their burden, there would still be a fact issue as to Sharp's knowledge.

Defendants next point to a report that was received by Sharp from CRT manufactures in 2002 providing CRT production estimates for 2003. Defendants note that**[\*117]** Sharp is using the same document as an example of a meeting or communication among competitors in the CRT industry. Defendants conclude that "[i]f, as Sharp contends, a CRT supplier's possession of such information evidences improper communications between competitors in violation of the Sherman Act, then Sharp has known about such communications, and thus the basis for its claims, since at least 2002." Dell/Sharp Mot. at 23. Not so. Just because the 2002 report is potentially probative of a conspiracy does not mean that it is sufficient to establish, as a matter of law, that Sharp had knowledge of the conspiracy or was put on notice of its claims. In order to establish constructive knowledge as a matter of law, the plaintiff must have been aware of "facts from which fraud could reasonably be inferred," [*Mt. Hood Stages, 555 F.2d at 698*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0R50-0039-M2HJ-00000-00&context=), such that its "suspicions have been or should have been excited, [*Conmar 858 F.2d at 504*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-Y540-001B-K0X8-00000-00&context=). A report providing CRT production estimates does not come close. See also [*Morton's Mkt, 198 F.3d at 832-33*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=) (holding it is not enough "to point to facts which might have caused a plaintiff to inquire, or could have led to evidence supporting [the plaintiff's] claim . . . A defendant who does this has succeeded in demonstrating only that there is a jury**[\*118]** question regarding the tolling of the statute of limitations by fraudulent concealment"). Further, even if the report had raised Sharp's suspicions, Defendants do not show that a diligent inquiry, had it been performed, would have revealed the facts underlying the Sharp's claims. See id., [*Morton's Mkt., 198 F.3d at 833*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); see also [*In re Petroleum Products, 782 F. Supp. at 493*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-8MH0-001T-70DP-00000-00&context=) ("Nor is there constructive knowledge if, even upon investigating, plaintiffs might reasonably be unable to uncover their claims.").

Defendants motion as to Sharp is therefore DENIED.[[11]](#footnote-10)11

**V. CONCLUSION**

The Court rules as follows:

[*Go to table3*](#Table3)



IT IS SO ORDERED.

Dated: August**[\*119]** 22, 2016

/s/ Jon S. Tigar

JON S. TIGAR

United States District Judge

**Table1 (**[*Return to related document text*](#Table1_insert)**)**

| **I. Introduction** |  |
| --- | --- |
| II. Facts |  |
| III. Legal**[\*70]** Standard |  |
| IV. Discussion |  |
| A. Substantive Legal Standards |  |
| 1. Withdrawal |  |
| 2. Statute of Limitations and Fraudulent Concealment |  |
| B. The Instant Motions |  |
| 1. Hitachi Defendants' Motion for Summary Judgment |  |
| Based Upon Withdrawal and the Statute of Limitations |  |
| 2. Toshiba Defendants' Motion for Summary Judgment |  |
| Concerning Withdrawal |  |
| 3. Defendant LG Electronics, Inc.'s Motion for Partial |  |
| Summary Judgment on Withdrawal Grounds |  |
| 4. Philips Electronics North America Corporation, |  |
| Philips Taiwan Ltd., and Philips Brasil Ltda.'s Motion |  |
| for Partial Summary Judgment |  |
| 5. Motion for Partial Summary Judgment Against Dell and |  |
| Sharp Plaintiffs on Statute of Limitations Grounds |  |
| V. Conclusion |  |

**Table1 (**[*Return to related document text*](#Table1_insert)**)**

**Table2 (**[*Return to related document text*](#Table2_insert)**)**

| **Name of Motion** | **Motion ECF No.** | **Opp'n ECF No.** | **Reply ECF No.** | **Ruling** |
| --- | --- | --- | --- | --- |
| Hitachi Defendants' | 2972 ("Hitachi | 3268 ("Hitachi | 3433-6 ("Hitachi | Granted |
| Motion for Summary | Mot.") | Opp'n") | Reply") | in part, |
| Judgment Based |  |  |  | denied |
| Upon Withdrawal |  |  |  | in part |
| and the Statute**[\*71]** |  |  |  |  |
| of Limitations |  |  |  |  |
| Toshiba Defendants' | 2995 ("Toshiba | 3280 ("Toshiba | 3437 ("Toshiba | Denied |
| Motion for Summary | Mot.") | Opp'n") | Reply") |  |
| Judgment |  |  |  |  |
| Concerning |  |  |  |  |
| Withdrawal |  |  |  |  |
| Defendant LG | 3086 ("LGE | 3262-4 | 3441-3 | Denied |
| Electronics, | Mot.") | ("LGE Opp'n") | ("LGE Reply") |  |
| Inc.'s Motion for |  |  |  |  |
| Partial Summary |  |  |  |  |
| Judgment on |  |  |  |  |
| Withdrawal |  |  |  |  |
| Grounds |  |  |  |  |
| Philips Electronics | 3027 | 3241 | 3461 | Granted |
| North America | ("Philips | ("Philips | ("Philips |  |
| Corporation, | Mot.") | Opp'n") | Reply") |  |
| Philips Taiwan |  |  |  |  |
| Ltd., and |  |  |  |  |
| Philips Brasil |  |  |  |  |
| Ltda.'s Motion |  |  |  |  |
| for Partial |  |  |  |  |
| Summary Judgment |  |  |  |  |
| Motion for Partial | 3044 | 3231 | 3472 | Denied |
| Summary Judgment | ("Dell/ | ("Dell | ("Dell/ |  |
| Against Dell and | Sharp | Opp'n"); | Sharp |  |
| Sharp Plaintiffs | Mot.") | 3284-4 | Reply") |  |
| on Statute of |  | ("Sharp |  |  |
| Limitations |  | Opp'n") |  |  |
| Grounds |  |  |  |  |

**Table2 (**[*Return to related document text*](#Table2_insert)**)**

**Table3 (**[*Return to related document text*](#Table3_insert)**)**

| **Motion** | **Ruling** |
| --- | --- |
| Hitachi Defendants' Motion for | Granted in part, |
| Summary Judgment Based Upon | denied in part |
| Withdrawal and the Statute |  |
| of Limitations |  |
| Toshiba Defendants' Motion | Denied |
| for Summary Judgment |  |
| Concerning Withdrawal |  |
| Defendant LG Electronics, | Denied |
| Inc.'s Motion for |  |
| Partial Summary |  |
| Judgment on Withdrawal |  |
| Grounds |  |
| Philips Electronics North | Granted |
| America Corporation, |  |
| Philips Taiwan Ltd., |  |
| and Philips Brasil |  |
| Ltda.'s Motion for |  |
| Partial Summary |  |
| Judgment |  |
| Motion for Partial Summary | Denied |
| Judgment Against Dell and |  |
| Sharp Plaintiffs on |  |
| Statute of Limitations |  |
| Grounds |  |
| Motion for Partial Summary | Denied |
| Judgment Against Dell |  |
| and Sharp Plaintiffs |  |
| on Statute of Limitations |  |
| Grounds |  |

**Table3 (**[*Return to related document text*](#Table3_insert)**)**

**End of Document**

1. 1Mere suspicion is not enough. See [*Mt. Hood Stages, Inc. v. Greyhound Corp., 555 F.2d 687, 698 (9th Cir. 1977)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0R50-0039-M2HJ-00000-00&context=) vacated on other grounds, [*437 U.S. 322, 98 S. Ct. 2370, 57 L. Ed. 2d 239 (1978)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-8RB0-003B-S1G3-00000-00&context=) (quoting [*Friedman v. Meyers, 482 F.2d 435, 439 (2d Cir. 1973)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0WP0-0039-X1R9-00000-00&context=) ("The record shows that Mt. Hood suspected Greyhound of unlawful conduct prior to December 14, 1960, but '(s)uspicion will not substitute for knowledge of facts from which fraud could reasonably be inferred.'"). [↑](#footnote-ref-0)
2. 2It is not enough, however, "to point to facts which might have caused a plaintiff to inquire, or could have led to evidence supporting [the plaintiff's] claim. [*Morton's Mkt, 198 F.3d at 832-33*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=). "A defendant who does this has succeeded in demonstrating only that there is a jury question regarding the tolling of the statute of limitations by fraudulent concealment." Id. [↑](#footnote-ref-1)
3. 3Because this is an objective standard, it does not matter whether the plaintiff actually conducted a diligent inquiry. See [*Sterlin v. Biomune Sys., 154 F.3d 1191, 1202 n.20 (10th Cir. 1998)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3TJ5-B7D0-0038-X41V-00000-00&context=). Assuming the defendant can show the plaintiff had facts that should have excited its suspicions, the defendant must also show that a diligent inquiry, had it been performed, would have revealed the facts underlying the plaintiff's claims. See [*Morton's Mkt., 198 F.3d at 833*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=); see also [*In re Coordinated Pretrial Proceedings in Petroleum Products* ***Antitrust*** *Litig., 782 F. Supp. 487, 493 (C.D. Cal. 1991)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4N-8MH0-001T-70DP-00000-00&context=) ("Nor is there constructive knowledge if, even upon investigating, plaintiffs might reasonably be unable to uncover their claims."). [↑](#footnote-ref-2)
4. 4See also [*Pocahontas Supreme Coal Co. v. Bethlehem Steel Corp., 828 F.2d 211, 218 (4th Cir. 1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-7PF0-001B-K3X2-00000-00&context=) (holding no fraudulent concealment where ***antitrust*** action alleged interrelationships between defendant companies, and those interrelationships were readily discoverable on consultation of public mining records); [*United Klans of America v. McGovern, 621 F.2d 152, 154-55 (5th Cir. 1980)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-C2C0-0039-W45H-00000-00&context=) (finding constructive knowledge where there was a national press conference, coverage in two local newspapers, a Senate report, and a letter to president of plaintiff); [*Dayco Corp. v. Goodyear Tire & Rubber Co., 523 F.2d 389, 394 (6th Cir. 1975)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-2KB0-0039-M48X-00000-00&context=) (finding constructive knowledge there where congressional hearings on same ***antitrust*** violations and industry-wide publicity of FTC suit); [*GO Computer, Inc. v. Microsoft Corp., 508 F.3d 170, 178-79 (4th Cir. 2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4R5M-JFG0-TXFX-62VN-00000-00&context=) (finding constructive knowledge where plaintiff was twice involved in FTC ***antitrust*** investigations for which the plaintiff provided a declaration and where plaintiff wrote a book that reported conversations related to alleged violation); [*Advanced Micro Devices, Inc. v. Intel Corp., 1992 U.S. Dist. LEXIS 21529, at \*3 (N.D. Cal. July 24, 1992)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3RVD-2NX0-008H-F0GG-00000-00&context=) (finding that statements made by plaintiff's counsel, internal memoranda, and an internal report demonstrated "an awareness sufficient to excite inquiry into potential ***antitrust*** claims"); [*Southwire Co. v. J.P. Morgan Chase & Co., 307 F. Supp. 2d 1046, 1062 (W.D. Wis. 2004)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4BWF-8G90-0038-Y15V-00000-00&context=) (finding constructive knowledge where reports were published that investigation was being launched); [*Insulate SB, Inc. v. Advanced Finishing Sys., 2014 U.S. Dist. LEXIS 31188, 2014 WL 943224 (D. Minn. Mar. 11, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BPV-T6K1-F04D-J009-00000-00&context=) (finding constructive knowledge based on FTC action). [↑](#footnote-ref-3)
5. 5That HDP never manufactured CRTs is not relevant to whether HDP withdrew, assuming it joined the conspiracy in the first place. In any event, a defendant does not need to produce the price-fixed good in order to be liable for a conspiracy. See, e.g., ***United States v. Apple, Inc., 791 F.3d 290 (2d Cir. 2015)*** (finding Apple liable for facilitating a conspiracy among book publishers). Defendants also try to distinguish Reisman and Antar. They argue the defendants in those cases did not qualify for withdrawal because they did not take affirmative acts. Instead of selling the business, as here, the [*Reisman*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-TDY0-0039-Y027-00000-00&context=) and [*Antar*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=) defendants merely retired. That is a distinction without a difference. The defendants in Reisman and Antar did not effectuate their withdrawal because they retained an ownership interest and therefore failed to sever all ties. [*Antar, 53 F.3d at 583*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-FPK0-001T-D2YG-00000-00&context=); [*Reisman, 409 F.2d at 793*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4W-TDY0-0039-Y027-00000-00&context=); cf. [*Morton's Mkt, 198 F.3d at 839*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=). Regardless, other Hitachi Defendants sold the CRT business, not HDP. As Defendants point out, HDP never manufactured or sold CRTs in the first place. Defendants cannot lament that traditional lines of corporate separateness have been crossed by the DAPs, see infra note 6, only to blur those same lines when it is convenient. [↑](#footnote-ref-4)
6. 6The Hitachi Defendants argue that HDP's 25 percent ownership interest in Hitachi Shenzhen is irrelevant given principles of corporate separateness. Indeed, the Hitachi Defendants cannot be held liable for the acts of Hitachi Shenzhen, a separate corporate entity, absent alter ego liability or some other legal theory that would allow the DAPs to impute the acts of Hitachi Shenzhen onto the Hitachi Defendants. See [*U.S. v. Bestfoods, 524 U.S. 51, 68 (1998)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3SWJ-DTV0-004B-Y002-00000-00&context=) ("It is a general principle of corporate law deeply ingrained in our legal system that a corporation is not liable for the acts of its subsidiaries."). The question before the Court, however, is whether the Hitachi Defendants have met the elements of withdrawal as a matter of law, not whether the DAPs can hold the Hitachi Defendants liable for the acts of Hitachi Shenzhen. HDP fails to meet the elements of withdrawal as a matter of law, in part, because it continued to own a 25 percent stake in a coconspirator. Cf. [*Morton's Market, 198 F.3d at 830*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3Y86-S7Y0-0038-X1TT-00000-00&context=) ("With the sale of its dairy, [the defendant] certainly 'retired' and totally severed its ties to the milk price-fixing conspiracy.") (emphasis added). [↑](#footnote-ref-5)
7. 7After filing their Reply, Defendants filed objections to evidence submitted in support of the DAPs' Opposition. ECF Nos. 3449, 4359. [*Local Rule 7-3(c)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5HKX-RVG0-004H-421N-00000-00&context=) states that "[a]ny evidentiary and procedural objections to the opposition must be contained within the reply brief or memorandum." The Court strikes Defendants' objections for failure to comply with the Local Rules. [↑](#footnote-ref-6)
8. 8Unlike the Hitachi motion, see supra Section IV.B.1, Toshiba Defendants treat themselves as a single entity for the purposes of this motion. [↑](#footnote-ref-7)
9. 9LG objects to Plaintiffs' use in its Opposition of a European Commission decision and an opinion from a Delaware court. LGE Reply at 9 n.7. Those decisions are irrelevant to the issues presented by this motion and the Court did not consider them in making its decision. Accordingly, Defendants' objection is overruled as moot. [↑](#footnote-ref-8)
10. 10Julie French was the global commodity manager for CRT monitors and senior manager for CRT monitor procurement. [↑](#footnote-ref-9)
11. 11Sharp's Objection to Reply Evidence, ECF No. 3503, is overruled as moot. [↑](#footnote-ref-10)