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RICHARD W. WIEKING
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NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

C 06 4333

Case No.:

THE STATE OF CALIFORNIA BY ITS ATTORNEY GENERAL BILL LOCKYER AND THE CITY AND COUNTY OF SAN FRANCISCO EX REL DENNIS J. HERRERA AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT ON BEHALF OF ALL OTHER POLITICAL SUBDIVISIONS SIMILARLY SITUATED;

THE STATE OF ALASKA BY ITS ATTORNEY GENERAL DAVID W. MARQUEZ;

THE STATE OF ARIZONA BY ITS ATTORNEY GENERAL TERRY GODDARD;

THE STATE OF ARKANSAS BY ITS ATTORNEY GENERAL MIKE BEEBE;

THE STATE OF COLORADO BY ITS ATTORNEY GENERAL JOHN W. SUTHERS;

THE STATE OF DELAWARE BY ITS ATTORNEY GENERAL CARL C. DANBERG AND ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS SIMILARLY SITUATED;

THE STATE OF FLORIDA BY ITS ATTORNEY GENERAL CHARLES J. CRIST, JR.;

THE STATE OF HAWAII BY ITS ATTORNEY GENERAL MARK J. BENNETT;

ANTITRUST COMPLAINT; JURY TRIAL DEMANDED

SC

THE STATE OF IDAHO BY ITS ATTORNEY GENERAL LAWRENCE G. WADSEN;

THE STATE OF ILLINOIS BY ITS ATTORNEY GENERAL LISA MADIGAN;

THE STATE OF IOWA BY ITS ATTORNEY GENERAL THOMAS J. MILLER;

THE STATE OF LOUISIANA BY ITS ATTORNEY GENERAL CHARLES C. FOTI, JR.;

THE STATE OF MARYLAND BY ITS ATTORNEY GENERAL J. JOSEPH CURRAN, JR.;

THE COMMONWEALTH OF MASSACHUSETTS BY ITS ATTORNEY GENERAL THOMAS F. REILLY;

THE STATE OF MICHIGAN BY ITS ATTORNEY GENERAL MICHAEL A. COX;

THE STATE OF MINNESOTA BY ITS ATTORNEY GENERAL MIKE HATCH;

THE STATE OF MISSISSIPPI BY ITS ATTORNEY GENERAL JIM HOOD;

THE STATE OF NEBRASKA BY ITS ATTORNEY GENERAL JON BRUNING;

THE STATE OF NEVADA BY ITS ATTORNEY GENERAL GEORGE J. CHANOS;

THE STATE OF NEW MEXICO BY ITS ATTORNEY GENERAL PATRICIA A. MADRID AND THE COUNTY OF SANDOVAL ON BEHALF OF ALL OTHER POLITICAL SUBDIVISIONS SIMILARLY SITUATED;

THE STATE OF NORTH DAKOTA BY ITS ATTORNEY GENERAL WAYNE STENEHJEM;

THE STATE OF OHIO BY ITS ATTORNEY GENERAL JIM PETRO;

THE STATE OF OKLAHOMA BY ITS ATTORNEY GENERAL DREW EDMONDSON AND ALL STATE AGENCIES SIMILARLY SITUATED;

THE STATE OF OREGON BY ITS ATTORNEY GENERAL HARDY MYERS;

THE COMMONWEALTH OF PENNSYLVANIA ON BEHALF OF ALL POLITICAL SUBDIVISIONS AND STATE AGENCIES SIMILARLY SITUATED;

THE STATE OF SOUTH CAROLINA BY ITS ATTORNEY GENERAL HENRY MCMASTER;

THE STATE OF TENNESSEE BY ITS ATTORNEY GENERAL PAUL G. SUMMERS;

THE STATE OF TEXAS BY ITS ATTORNEY GENERAL GREG ABBOTT;

THE STATE OF UTAH BY ITS ATTORNEY GENERAL MARK L. SHURTLEFF;

THE STATE OF VERMONT BY ITS ATTORNEY GENERAL WILLIAM H. SORRELL;

THE COMMONWEALTH OF VIRGINIA BY ITS ATTORNEY GENERAL ROBERT F. MCDONNELL ON BEHALF OF ALL POLITICAL SUBDIVISIONS AND STATE AGENCIES;

THE STATE OF WASHINGTON BY ITS ATTORNEY GENERAL ROB MCKENNA;

THE STATE OF WEST VIRGINIA BY ITS ATTORNEY GENERAL DARRELL V. MCGRAW, JR.;

THE STATE OF WISCONSIN BY ITS ATTORNEY GENERAL PEGGY A. LAUTENSCHLAGER;

Plaintiffs,

v.

INFINEON TECHNOLOGIES AG; INFINEON TECHNOLOGIES NORTH AMERICA CORP.; HYNIX SEMICONDUCTOR, INC.; HYNIX SEMICONDUCTOR AMERICA, INC.; MICRON TECHNOLOGY, INC.; MICRON SEMICONDUCTOR PRODUCTS, INC.; MOSEL VITELIC, INC.; MOSEL VITELIC

CORP.; NANYA TECHNOLOGY CORPORATION; NANYA TECHNOLOGY CORPORATION USA, INC.; ELPIDA MEMORY, INC.; ELPIDA MEMORY (USA) INC.; NEC ELECTRONICS AMERICA, INC.;

Defendants.

INTRODUCTION

1. This action arises from what United States Department of Justice officials have called "one of the largest cartels ever discovered." Personal computers, servers, and workstations, among other products, include memory chips, a type of semiconductor known as DRAM (dynamic random access memory). DRAM holds temporary instructions and data available for quick access while the device is in use. Electronic products with DRAM are purchased by a variety of customers – individuals, businesses, schools and government bodies, both in this country and throughout much of the world.

2. Since the 1980's, DRAM production has been marked by rapid product innovation in manufacturing processes, resulting in enormous increases in the amount of information that a chip can store in the tiny circuits etched into its silicon surface. As new, higher density chip types are developed, they permit computers and other electronic devices to store vastly more information in an increasingly shrinking space.

3. In or around 1998, the defendant DRAM manufacturers began discussing and coordinating the prices that they charged to the large computer manufacturers, commonly known as OEMs ("Original Equipment Manufacturers"), and to their other customers. The manufacturers did not limit this pricing coordination to isolated or occasional conversations. To the contrary, during a roughly four-year period, there were frequent pricing communications among the conspiring manufacturers, exchanges that intensified in the days immediately preceding the dates on which they submitted bids to supply DRAM to the OEMs, their largest and most important customers.

4. In June, 2002, the U.S. Department of Justice launched a criminal investigation. Although initially denying any culpability, one of the conspirators, Micron, agreed to cooperate with federal investigators, revealing the details of the conspiracy in exchange for amnesty from federal criminal charges. To date, four manufacturers – Samsung, Hynix, Infineon, and Elpida – and twelve individuals have been charged with, and have pleaded guilty to, criminal price-fixing as a result of the investigation, and they have paid fines in excess of $730 million. The States, as purchasers of electronic products, are among the DRAM cartel's victims, as indeed are the States' end user consumers. Accordingly, the States bring this action on their own behalf, and on behalf of state agencies, political subdivisions, natural persons and/or businesses as warranted by federal and state laws, to recover as damages, restitution, and/or disgorgement the illegal overcharges that consumers paid as a result of the DRAM manufacturers' price fixing. In addition to injunctive relief, the States also seek attorney's fees, costs, and civil penalties under state and federal law.

JURISDICTION AND VENUE

5. This complaint alleges violations of the Sherman Act, 15 U.S.C. §1. It is filed under, and jurisdiction is conferred upon this Court by, sections 4, 4C, 12 and 16 of the Clayton Act, 15 U.S.C. §§ 15, 15c, 22 and 26. The Plaintiffs also allege violations of State antitrust, consumer protection and/or unfair competition and related laws, and seek damages, restitution, civil penalties, and/or other equitable relief under those State laws. All claims under federal and state law are based upon a common nucleus of operative facts, and the entire action commenced by this Complaint constitutes a single case that would ordinarily be tried in one judicial proceeding.

6. The Court further has jurisdiction over the federal claims under 28 U.S.C. §§ 1331 and 1337. The Court has jurisdiction over the state law claims under 28 U.S.C. § 1367 because those claims are so related to the federal claims that they form part of the same case or controversy.

7. Venue is proper in this District under 15 U.S.C. § 22 and 28 U.S.C. § 1391 because each of the Defendants resides, transacts business, committed an illegal or tortuous act, or is

found in this District, within the meaning and scope of 15 U.S.C. § 22, Cal. Bus. & Prof. Code § 1672 and 28 U.S.C. § 1391 (b) and (c), and a substantial part of the events giving rise to the claims arose in this District.

8. The activities of the Defendants and their co-conspirators, as described herein, were within the flow of, were intended to, and did have a substantial effect on the foreign and interstate commerce of the United States.

DEFINITIONS

9. Dynamic Random Access Memory ("DRAM") means the semiconductor memory chip providing high-speed storage and retrieval of electronic information for electronic devices, such as personal computers and servers (hereinafter "DRAM-containing products"), around the world. These high-speed memory chips are used to store data in a wide variety of computing and other electronic devices while the device is in operation. DRAM includes, but is not limited to DRAM, Synchronous Dynamic Random Access Memory ("SDRAM") and Double Data Rate Dynamic Random Access Memory ("DDR") chips. DDR & SDRAM chips are high-speed, high-performance types of DRAM chips. "Random Access Memory" means that the data, stored in the form of 0s and 1s, can be accessed directly from any part of the memory, rather than having to proceed sequentially from some starting place. DRAM is called "dynamic" because it must have its storage cells refreshed or given a new electronic charge every few milliseconds.

10. "Political subdivisions" means counties, cities, towns, K-12 school districts, public undergraduate and graduate educational institutions, and other government units, entities, and instrumentalities, that are autonomous or independent from the State itself under the Eleventh Amendment or otherwise treated as being autonomous from the State itself, as well as all electric, utility, water, sewer, fire, port authority and other special districts and tax-supported institutions that are either autonomous or independent from the State itself under the Eleventh Amendment or otherwise treated as being autonomous from the State itself, where state law permits such to be represented by the Attorney General of a State, all as provided in the applicable state laws of the respective Plaintiff States.

11. "State agencies" means all departments, divisions, boards, councils, committees,

institutions, agencies, offices of a State, public undergraduate and graduate educational institutions, and other government units, entities, and instrumentalities, that either constitute an arm of the State for Eleventh Amendment purposes or are not otherwise treated under state law as being autonomous from the State itself, all as provided in the applicable state laws of the respective Plaintiff States.

THE PARTIES

The Plaintiffs

12. Plaintiffs bring this action by and through their Attorneys General. For purposes of this Complaint, the term "Plaintiffs" as used herein means the named plaintiffs and class representatives and the natural persons, state agencies, political subdivisions and/or businesses located within their states who the named plaintiffs represent in this action pursuant to applicable state and federal laws governing representation by Attorneys General as alleged below. Pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, certain Plaintiffs assert a class action as further described below insofar as they represent state agencies and political subdivisions located in their states in a class capacity that were indirect or direct purchasers of DRAM. Regardless of the representative capacities in which the Plaintiff States, by and through their Attorneys General, file this action on behalf of the aforementioned groups pursuant to their state laws, the issues of liability, impact, damages, and defenses are common to all of these groups.

The Defendants

13. Defendant Micron Technology, Inc., is a Delaware Corporation with its principal place of business at 8000 South Federal Way, Boise, Idaho. During the time period covered by this Complaint, Defendant Micron Technology, Inc., manufactured, sold and distributed DRAM throughout the United States.

14. Defendant Micron Semiconductor Products, Inc., is a wholly owned and controlled subsidiary of Defendant Micron Technology, Inc., with its principal place of business at 8000 South Federal Way, Boise, Idaho. During the time period covered by this Complaint, Defendant Micron Semiconductor Products, Inc., sold and distributed DRAM to customers throughout the

United States, including sales through its Crucial Technology division. Micron Technology, Inc., Micron Semiconductor Products, Inc., and the Crucial Technology division are referred to collectively herein as "Micron."

15. Defendant Infineon Technologies AG is a German corporation with its principal place of business at Am Campeon 1-12, D-85579, Neubiberg, Germany. During the time period covered by this Complaint, Defendant Infineon Technologies AG manufactured, sold and distributed DRAM throughout the United States.

16. Defendant Infineon Technologies North America Corp. is a wholly owned and controlled subsidiary of Infineon Technologies AG with its principal place of business at 1730 North First Street, San Jose, California. During the time period covered by this Complaint, Defendant Infineon Technologies North America Corp. sold and distributed DRAM to customers throughout the United States. Infineon Technologies AG and Infineon Technologies North America Corp. are referred to collectively herein as "Infineon."

17. Defendant Hynix Semiconductor, Inc., is a business entity organized under the laws of South Korea, with its principal place of business at SAN 136-1, Ami-Ri Bubal-eub, Ichon-si, Kyongki-do, Korea. During the time period covered by this Complaint, Defendant Hynix Semiconductor, Inc., manufactured, sold and distributed DRAM to customers throughout the United States.

18. Defendant Hynix Semiconductor America, Inc., is a wholly owned and controlled subsidiary of Defendant Hynix Semiconductor, Inc., with its principal place of business at 3101 North First Street, San Jose, California. During the time period covered by this Complaint, Defendant Hynix Semiconductor America, Inc., sold and distributed DRAM to customers throughout the United States. Hynix Semiconductor, Inc., and Hynix Semiconductor America, Inc., are referred to collectively herein as "Hynix".

19. Defendant Mosel Vitelic, Inc., is a business entity organized under the laws of Taiwan, with its principal place of business at No. 19 Li Hsin Road, Hsinchu Science Based Industrial Park, Hsinchu, Taiwan, R.O.C. During the time period covered by this Complaint, Defendant Mosel Vitelic, Inc., manufactured, sold and distributed DRAM to customers

throughout the United States.

20. Defendant Mosel Vitelic Corporation ("MVC") is a wholly owned and controlled subsidiary of Mosel Vitelic Inc. ("MVI") with its principal place of business at 3910 North First Street, San Jose, California. During the time period covered by this Complaint, Defendant MVC sold and distributed DRAM to customers throughout the United States. MVC and MVI are referred to collectively herein as "Mosel Vitelic."

21. Defendant Nanya Technology Corporation is a business entity organized under the laws of Taiwan, with its principal place of business at HWA YA Technology Park, 669, Fu Hsing 3rd Rd., Kueishan, Taoyuan, Taiwan, R.O.C. During the time period covered by this Complaint, Defendant Nanya Technology Corporation manufactured, sold and distributed DRAM to customers throughout the United States.

22. Defendant Nanya Technology Corporation USA, Inc., is a wholly owned and controlled subsidiary of Nanya Technology Corporation with its principal place of business at 675 E. Brokaw Road, San Jose, California. During the time period covered by this Complaint, Defendant Nanya Technology USA, Inc., sold and distributed DRAM to customers throughout the United States. Nanya Technology Corporation and Nanya Technology Corporation USA, Inc. are referred to collectively herein as "Nanya."

23. Defendant Elpida Memory, Inc., is a business entity organized under the laws of Japan, with its principal place of business at Sumitomo Seimei Yaesu Bldg., 3F, 2-1 Yaseu 2-chome, Chuo-ku, Tokyo 104-0028, Japan. During the time period covered by this Complaint, Defendant Elpida Memory, Inc., manufactured, sold and distributed DRAM to customers throughout the United States.

24. Defendant Elpida Memory (USA), Inc., is a wholly owned and controlled subsidiary of Elpida Memory, Inc., with its principal place of business at 2001 Walsh Avenue, Santa Clara, California. During the time period covered by this Complaint, Defendant Elpida Memory (USA) Inc., sold and distributed DRAM to customers throughout the United States. Elpida Memory, Inc., and Elpida Memory (USA), Inc., are referred to collectively herein as "Elpida."

25. Defendant NEC Electronics America, Inc., ("NEC") is a wholly owned and controlled subsidiary of NEC Electronics Corporation, with its principal place of business at 2880 Scott Boulevard, Santa Clara, California, and its manufacturing plant in Roseville, California. During the time period covered by this Complaint, Defendant NEC sold and distributed DRAM to customers throughout the United States.

Co-Conspirators

26. Various others, presently unknown to Plaintiffs, participated as co-conspirators with the Defendants in the violations of law alleged in this Complaint and have engaged in conduct and made statements in furtherance thereof.

27. The acts charged in this Complaint have been done by Defendants and their co-conspirators, or were authorized, ordered or done by their respective officers, agents, employees or representatives while actively engaged in the management of each Defendant's business or affairs.

28. Each of the Defendants named herein acted as the agent or joint venturer of or for the other Defendants with respect to the acts, violations and common course of conduct alleged herein. Each Defendant which is a subsidiary of a foreign parent acts as an United States agent for DRAM made by its parent company.

TRADE AND COMMERCE

29. Throughout the period of time covered by this Complaint, Defendants and their co-conspirators engaged in the business of marketing and selling DRAM throughout the United States.

30. DRAM is the dominant, most common form of memory chip. It is a large-scale integrated circuit with simple structures. As such, DRAM is a commodity, with each Defendant's products being freely interchangeable with the products of another company.

31. Worldwide sales of DRAM totaled approximately $14 billion in 2001, and increased to approximately $17 billion in 2003, with the United States accounting for a significant share of worldwide DRAM sales. There are more than $5 billion in DRAM sales annually in the United States. The top four manufacturers, Micron, Samsung, Hynix and

Infineon, controlled approximately 70% of U.S. DRAM sales during the time period of the conspiracy. Mosel Vitelic, Elpida, NEC, and Nanya, were DRAM manufacturers with a substantial portion of the remaining 30% of U.S. DRAM sales.

32. Manufacturers of electronic products and devices, and resellers of DRAM modules purchase DRAM either directly from DRAM manufacturers or from wholesale distributors, that in turn purchase DRAM from the Defendants. These electronic products and devices and DRAM modules are then sold, directly or indirectly, to consumers.

33. A substantial proportion of worldwide DRAM sales occur in California, which is one of the world-wide centers of the computer industry that depends upon DRAM.

DEFENDANTS' ILLEGAL CONDUCT

34. Defendants and their co-conspirators have engaged in a contract, combination, trust or conspiracy the effect of which was to stabilize prices at which they sold DRAM and to artificially inflate the price levels at which they sold DRAM.

35. Defendants' contract, combination, trust, or conspiracy was centered in, carried out, and effectuated through frequent communications substantially originating from, occurring in, or directed to the state of California among the Defendants themselves and between the Defendants and OEM manufacturers located in California and elsewhere.

36. As early as spring of 1998 a Vice President of Hyundai Electronics America, the predecessor of defendant Hynix, writing to the industry in general, proposed, as a solution to the problem of excess supply, that DRAM makers shut down production for a limited time to stabilize prices. The article stated that "if the plan is to work ... all DRAM makers must play fairly for the overall good of our industry. A rogue player ... can keep the DRAM business on thin ice." In or around 1998, price-related discussions also began among certain Defendants regarding certain OEMs involving the exchange of pricing information.

37. Beginning in the mid 1990's through 2002, dramatic consolidation occurred among DRAM manufacturers, leading to a 40% reduction in the number of DRAM manufacturers worldwide.

38. In 2001, Defendants agreed to reduce supply in order to artificially raise prices. At

a meeting among DRAM manufacturers in the fall of 2001, a Mosel Vitelic executive stated that a "basis for understanding had been reached" in which the Defendants were to "trim some production starting in September." The Mosel Vitelic executive indicated that all DRAM makers would have to agree for the plan to have the desired effect of raising prices.

39. A public report stated: "Component costs rose as DRAM contract prices moved four times off their December [2001] lows of less than $1. Due to the sudden rise in pricing and the declining demand, many hardware vendors suspended their promotions for DRAM upgrades and began to adjust PC pricing to reflect the higher component costs. At one point, memory-per-box figures stabilized as contract prices moved toward the $4 to $5 range."

Micron

40. On June 18, 2002, Micron announced that it had been cooperating with the United States Department of Justice ("DOJ") antitrust investigation of the DRAM industry.

41. On November 11, 2004, Micron's CEO, Steve Appleton, admitted that "the DOJ's investigation has revealed evidence of price fixing by Micron employees and its competitors on DRAM sold to certain computer and server manufacturers."

42. Between 1999 and June 2002, at least 19 Micron employees exchanged price related data in communication with employees of competitors Samsung, Hynix, Mosel Vitelic, Nanya, Elpida, NEC, Infineon and Toshiba.

43. The pricing data Micron employees exchanged with Micron's co-conspirators related to prices the defendant would charge OEMs for DRAM. Such OEM customers of Micron and its co-conspirators included Apple Computer, Inc., Compaq Computer Corp., Dell Inc., Gateway Inc., Hewlett-Packard Company ("HP"), and International Business Machines Corp. ("IBM").

44. Micron employees and their counterparts at competing DRAM manufacturers exchanged pricing information by telephone and at in person meetings. Information exchanged in these discussions included prices to be charged to specific DRAM customers, and at times, information about specific prices that they planned to charge their key corporate accounts.

45. Micron employees passed on price-related information they received from

competitors to their superiors either orally or by e-mail.

46. Mike Sadler is Vice President of Worldwide sales for Micron. Since 1997, he has overseen the sales activity for all Micron DRAM products. He is the Micron executive with ultimate pricing responsibility.

47. During the relevant time period, Mike Sadler had discussions concerning pricing and other competitive strategies with his counterparts at Samsung, Infineon, Hynix, Nanya, Elpida and Mosel Vitelic.

48. On separate occasions Sadler discussed directly with the CEOs of Samsung and Infineon the "problem" of oversupply in the DRAM market.

49. On June 18, 2002, defendant Micron announced that it had received a subpoena issued by a Federal Grand Jury sitting in the Northern District of California. The Grand Jury, in conjunction with DOJ, is investigating price fixing in the DRAM industry.

Samsung

50. Samsung Electronics Company and Samsung Semiconductor, Inc., ("Samsung") pled guilty on November 30, 2005, in the Northern District of California to a Criminal Information charging the companies with participating in a conspiracy to suppress and eliminate competition by fixing the prices of DRAM to be sold to OEMs during certain periods of time between April 1, 1999, to about June 15, 2002, in violation of the Sherman Antitrust Act, 15 USC § 1.

51. Samsung admitted during the sentencing hearing that in furtherance of the conspiracy its officers and employees engaged in discussions and attended meetings with representatives of other DRAM manufacturers. During these discussions and meetings agreements were reached to fix the price of DRAM to be sold to OEMs. Samsung was sentenced to pay a fine of $300 million.

52. Samsung's DRAM sales directly affected by the conspiracy in the United States totaled at least $1.2 billion. The conspiracy unlawfully fixed the prices that Dell, HP, Compaq, IBM, Apple and Gateway paid for DRAM.

53. During the period of the conspiracy at least 48 Samsung officers and employees,

including senior executives with final pricing authority had price related contacts with employees of defendant competitors Micron, Elpida, Hynix, Infineon, Toshiba, NEC, Infineon, Hitachi, Mitsubishi, Nanya, and Mosel Vitelic.

54. H.J. Kim, President of Samsung Semiconductor, Inc., had discussions with both Mike Sadler, the Micron executive with final pricing authority, and with Steve Appleton, the CEO of Micron.

55. Dieter Mackowiak, Senior Vice President of Sales and Marketing at Samsung Semiconductor had discussions on market conditions and pricing trends with Mike Sadler of Micron, Peter Schaefer of Infineon, and Farhad Tabrizi of Hynix.

56. The contacts between Samsung officers and employees and their competitors included participating in meetings, conversations and communications to discuss the price of DRAM to be sold to customers and agreeing with their competitors to charge prices of DRAM to their customers at specific levels. These agreements also included issuing price quotes that had been agreed upon and exchanging information on sales in order to monitor and enforce their agreements.

57. Samsung officers and employees communicated price-related discussions with competitors to their superiors at Samsung by e-mail, phone or in person.

58. Three senior Samsung executives agreed to plead guilty and serve periods of imprisonment for participating in the DRAM price fixing conspiracy.

Hynix

59. Hynix Semiconductor, Inc., pled guilty on May 11, 2005, in the Northern District of California to a Criminal Information charging it with participating in a conspiracy to suppress and eliminate competition by fixing the prices of DRAM to be sold to OEM customers during certain periods of time between April 1, 1999, to about June 15, 2002, in violation of the Sherman Antitrust Act, 15 USC § 1.

60. Hynix admitted during the sentencing hearing that, in furtherance of the conspiracy, its officers and employees engaged in discussions and attended meetings with representatives of other DRAM manufacturers. During these discussions and meetings,

agreements were reached to fix the price of DRAM to be sold to OEMs. Hynix was sentenced to pay a fine of $185 million.

61. Hynix's DRAM sales directly affected by the conspiracy in the United States totaled at least $839 million. The conspiracy unlawfully fixed the prices that Dell, HP, Compaq, IBM, Apple and Gateway paid for DRAM.

62. During the period of the conspiracy at least 19 Hynix officers and employees, including senior executives with final pricing authority, had price related contacts with employees of defendant competitors Samsung, Micron, Infineon, Toshiba, Elpida, Mosel Vitelic and NEC.

63. C.K. Chung, the Director of World Wide Strategic Account Sales for Hynix, had pricing discussions with his counterparts at Samsung both in person and on the phone.

64. Gary Swanson, Hynix's Vice President in charge of U.S. memory sales and a member of the Hynix semiconductor America Board of Directors, had price related contacts with Mike Sadler, Vice President of World Wide sales for Micron.

65. The contacts between the 19 Hynix officers and employees and their competitors included participating in meetings, conversations and communications to discuss the price of DRAM to be sold to customers; agreeing with their competitors to charge prices of DRAM at certain levels to be sold to certain customers; issuing price quotes in accordance with the agreements reached; and exchanging information on sales in order to monitor and enforce their agreements.

66. Hynix officers and employees communicated price related discussions with competitors to their superiors at Hynix by e-mail, telephone and in person. During Hynix sales and marketing conference calls, participants discussed the fact that competitive pricing information had been obtained from competitor contacts.

67. Four Hynix executives, including C.K. Chung, have agreed to plead guilty and serve jail time for participating in a global conspiracy to fix DRAM prices.

Infineon

68. Infineon Technologies A.G. pled guilty in October 2004 in the Northern District of

California to a Criminal Information charging it with participating in a conspiracy to fix the prices of DRAM sold to OEM customers during certain periods of time between July 1, 1999, and June 15, 2002, in violation of the Sherman Antitrust Act, 15 USC § 1.

69. Infineon admitted during the sentencing hearing that its officers and employees engaged in discussions and attended meetings with representatives of other DRAM manufacturers. During these discussions and meetings, agreements were reached to fix the price of DRAM to be sold to OEMs. Infineon and its co-conspirators reached agreements to both limit the rate of price declines during periods when DRAM prices decreased, and reached agreements on price increases on sales to certain OEMs. Infineon was sentenced to pay a fine of $160 million.

70. Between July 1, 1999, and June 15, 2002, Infineon sold DRAM to IBM, Compaq, HP, Dell and Gateway. Infineon executives negotiated the prices to DRAM sold to each OEM every two weeks.

71. During the time period of the conspiracy at least 12 Infineon officers and employees including senior executives with final pricing authority had price related discussions with counterparts at their competitors including Samsung, Micron, Hynix, Elpida, Nanya, Mosel Vitelic and Toshiba.

72. T. Rudd Corwin, Infineon's Vice President for Customer Marketing and Sales for Memory Products in North America, authorized his employees to obtain pricing information from competitors in exchange for Infineon pricing information for DRAM.

73. Peter Schaefer was head of marketing, sales and logistics for Infineon memory products between October 2000 and February 2003. In 2001, Schaefer had direct communications with Dieter Mackowiak, Senior Vice President of Sales and Marketing for Samsung, and with Mike Sadler of Micron. During these communications, price increases for certain DRAM products were discussed.

74. At the beginning of December 2001, Infineon and other DRAM manufacturers increased prices to OEMs following a series of communications in which Infineon and certain competitors indicated their intention to increase prices.

75. The contacts between Infineon officers and employees and their competitors included participating in meetings, conversations and communications to discuss the price of DRAM to be sold to customers; agreeing with their competitors to charge prices of DRAM at certain levels to be sold to certain customers; issuing price quotes in accordance with the agreements reached; and exchanging information on sales in order to monitor and enforce the agreements.

76. Infineon officers and employees communicated to their superiors by e-mail, telephone and in person, price related information they had exchanged with competitors.

77. Four Infineon executives including T. Rudd Corwin and Peter Schaefer have agreed to plead guilty and serve jail time for participating in the Global DRAM price fixing conspiracy.

Elpida

78. Elpida Memory, Inc., agreed on January 30, 2006, to plead guilty in the Northern District of California to a two-count Criminal Information. The first count charged Elpida with participating in a conspiracy to fix the prices of DRAM sold to OEM customers between April 1, 1999, and June 15, 2002, in violation of § 1 of the Sherman Antitrust Act, 15 USC § 1. The second count also charged that Elpida violated §1 of the Sherman Antitrust Act, by reaching agreements with competitors to allocate and divide among themselves a bid offered by Sun Microsystems. Elpida has agreed to pay a fine of $84 million.

79. The Criminal Information charges that Elpida officers and employees carried out the price fixing conspiracy by participating in meetings, conversations and communications in the United States and elsewhere with competitors to discuss the prices of DRAM to be sold to certain customers; and agreed during those meetings, conversations and communications to fix prices of DRAM at certain levels for certain customers. Elpida and its co-conspirators issued price quotations in accordance with the agreements reached and exchanged information on sales of DRAM to certain customers for the purpose of monitoring and enforcing adherence to the agreed upon prices.

80. During the period of the conspiracy at least 19 Elpida officers and employees had

price related contacts with officers and employees of competitors including Infineon, Toshiba, Hynix, Micron, Samsung, Mitsubishi and Nanya.

81. Elpida officers and employees communicated price related discussions with competitors to their superiors at Elpida by e-mail, telephone and in person.

Mosel Vitelic, Nanya, NEC, Toshiba, Hitachi and Mitsubishi

82. Officers, agents, and employees of Mosel Vitelic, Nanya, NEC, Toshiba, Hitachi, and Mitsubishi had numerous price related discussions with their counterparts at competitors Samsung, Micron, Hynex, Infineon and Elpida.

83. On information and belief, officers, agents, and employees of Mosel Vitelic, Nanya, NEC, Toshiba, Hitachi, and Mitsubishi communicated price-related discussions with competitors through their superiors.

FRAUDULENT CONCEALMENT

84. From approximately 1998 to June of 2002, Defendants effectively, affirmatively, and fraudulently concealed their unlawful combination and conspiracy from Plaintiffs.

85. Defendants engaged in a successful, illegal price-fixing conspiracy that by its nature was inherently self-concealing.

86. Defendants' wrongful conduct was carried out in part through means and methods that were designed and intended to avoid detection, including numerous telephone calls and in person meetings among the conspirators and which, in fact, successfully precluded detection. Plaintiffs could not have discovered Defendants' unlawful scheme and conspiracy earlier because of Defendants' effective, affirmative, and fraudulent concealment of their activities.

87. Defendants communicated to their United States entities false reasons to explain price increases, such as seasonal ebb and flow and restriction in output, and instructed them to use these false reasons with U.S. customers. Plaintiffs are informed and believe that Defendants communicated said reasons to OEMs who inquired as to the reason for price increases.

88. Plaintiffs have exercised due diligence by promptly investigating the facts giving rise to the claims asserted herein upon having reasonable suspicion of the existence of Defendants' conspiracy to the extent permitted by law.

INJURY

89. But for Defendants' anticompetitive acts, Plaintiffs would have been able to purchase DRAM and DRAM-containing products at lower prices.

90. As a direct and proximate result of the unlawful conduct alleged above, the Plaintiffs were not able to purchase DRAM or DRAM-containing products at prices that were determined by free and open competition. Consequently, they have been injured in their business and property in that, *inter alia*, they have paid more and continue to pay more for such products than they would have paid in a free and open, competitive market.

91. As a direct and proximate result of the unlawful conduct alleged above, the Defendants have unjustly benefited from the supra-competitive and artificially inflated prices, and profits on their sale of DRAM products resulting from their unlawful and inequitable conduct, and have thus far retained the illegally obtained profits.

UNJUST ENRICHMENT

92. Defendants' financial benefits resulting from their unlawful and inequitable conduct are economically traceable to overpayments for DRAM and DRAM-containing products by Plaintiffs.

93. Plaintiffs have conferred upon Defendants an economic benefit, in the nature of anti-competitive profits resulting from unlawful overcharges and monopoly profits, to the economic detriment of the States and consumers.

94. The economic benefit of overcharges and unlawful monopoly profits derived by Defendants through charging supra-competitive and artificially inflated prices for DRAM is a direct and proximate result of Defendants' unlawful practices.

95. It would be inequitable and unjust for Defendants to be permitted to retain any of the unlawful proceeds resulting from their fraudulent, illegal, and inequitable conduct.

CLASS ACTION ALLEGATIONS

96. Certain Plaintiffs bring this action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the following Class pursuant to state and federal laws governing representation by Attorneys General: a Class of state agencies and political

subdivisions, excluding federal government entities, in certain Plaintiff States that purchased DRAM directly or indirectly from approximately 1998 to December of 2002, to the extent that the entities in said classes are not covered by either the Attorneys General acting in their *parens patriae* capacities or their proprietary/sovereign capacities and to the extent that a given state law permits such a class. This Class suffered damages that, with trebling provisions applicable pursuant to the relevant state laws, amount to $5 million or more.

97. Plaintiff States who are members of the above-described Class and acting as class representatives such as Alaska, Delaware, Ohio, Oklahoma, and Pennsylvania, and other class representatives such as the City and County of San Francisco, Los Angeles Unified School District, and County of Sandoval, New Mexico, may sue on behalf of the Class because:

a. This Class is so numerous that joinder of all members is impracticable. The class of state agencies and political subdivisions numbers in the hundreds in Plaintiff States such as Alaska and California. The exact number and identities of members in this Class are currently unknown to Plaintiff States.

b. Questions of law and fact are common to the Class, including but not limited to the following:

(i) whether Defendants have conspired to fix, raise, stabilize or maintain the prices of DRAM;

(ii) whether Defendants' conduct caused injury to the business or property of Plaintiffs and the members of the Class;

(iii) the operative time period of Defendants' conspiracy and the effects therefrom;

(iv) the amount of aggregate damages suffered by the Class as a whole;

(v) whether the Class suffered antitrust injury;

(vi) whether Defendants were unjustly enriched to the detriment of the Class entitling Plaintiff States and the Class to disgorgement of all monies resulting therefrom; and

(vii) whether the Class is entitled to restitution and/or disgorgement, in addition to or as a substitute for damages, under applicable state laws.

c. Plaintiff States and their class representatives' claims are typical of the Class because Plaintiff States and all members of the Class were injured, and may continue to be injured, in the same manner by Defendants' unlawful, anti-competitive and inequitable methods, acts and practices, *i.e.*, they have paid supra-competitive and artificially high prices for DRAM and DRAM-containing products and may be forced to do so in the future. The defenses would involve common issues with respect to the Plaintiff States and their class representatives and each class member.

d. Plaintiff States and their class representatives will fully and adequately protect the interest of all members of the Class. Plaintiff States' counsel are experienced in antitrust litigation, including class action litigation. Plaintiff States have no interests that are adverse to or in conflict with those of the Class.

e. The questions of law and fact common to the members of the Class predominate over any questions that may affect only individual members.

f. For those Plaintiff States and class representatives bringing this as a class action, a class action is equivalent or superior to other available methods for the fair and efficient adjudication of this controversy. Joinder of all state agency and political subdivision purchasers of DRAM and DRAM-containing products would be impracticable. The Class is readily definable and prosecution as a class action will eliminate the possibility of duplicative litigation, while also providing redress for claims that would otherwise be too small to support the expense of individual complex litigation.

VIOLATIONS ALLEGED

First Claim for Relief

(Violation of Section 1 of the Sherman Act)

(Count One – All Plaintiff States - Injunction)

98. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

99. Beginning at a time presently unknown to Plaintiffs, but at least on or around 1998 and continuing through at least June 30, 2002, the exact dates being unknown to Plaintiffs,

Defendants and their co-conspirators entered into a continuing agreement, understanding, and conspiracy in restraint of trade to artificially raise, fix, maintain, and/or stabilize prices for DRAM in the United States, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

100. In formulating and carrying out the alleged agreement, understanding, and conspiracy, the Defendants and their co-conspirators did those things that they combined and conspired to do, including but not limited to the acts, practices, and course of conduct set forth above, and the following, among others:

a. To fix, raise, maintain and stabilize the price of DRAM;

b. To allocate markets for DRAM among themselves;

c. To submit rigged bids for the award and performance of certain DRAM contracts; and

d. To allocate the production of DRAM.

101. The combination and conspiracy alleged herein has had the following effects among others:

a. Price competition in the sale of DRAM has been restrained, suppressed, and/or eliminated throughout the United States;

b. Prices for DRAM sold by Defendants and their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and

c. Those who purchased DRAM directly or indirectly from Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

102. Plaintiffs who purchase significant volumes of DRAM and DRAM-containing products have been injured, and will continue to be injured, in their business and property by having paid more for DRAM purchased directly and indirectly from the Defendants and their co-conspirators than they would have paid and will pay in the absence of the combination and conspiracy, including paying more for personal computers, servers, and other products in which DRAM is a component as a result of higher prices paid for DRAM by the manufacturers of those products, and by the potential future deprivation of competition arising from the failure of

Defendants to discontinue the wrongful conduct until Grand Jury Subpoenas were issued, and from the repeated attempts of Defendants to further stabilize the aforementioned price-fixing conspiracy by limiting or curtailing supply or market share.

103. As a result of each of the illegal contracts, combinations, and conspiracies alleged above, consumers in the States represented by Plaintiffs have sustained injury to their property and will continue to be injured in their property by having paid more for DRAM purchased directly and indirectly from the Defendants and their co-conspirators than they would have paid and will pay in the absence of the combination and conspiracy, including paying more for personal computers, servers, and other products in which DRAM is a component as a result of higher prices paid for DRAM by the manufacturers of those products, and by the potential future deprivation of competition arising from the failure of Defendants to discontinue the wrongful conduct until Grand Jury Subpoenas were issued, and from the repeated attempts of Defendants to further stabilize the aforementioned price-fixing conspiracy by limiting or curtailing supply or market share.

104. Plaintiffs are entitled to an injunction against Defendants, preventing and restraining the violations alleged herein.

(Count Two –Plaintiff States of California, Florida, North Dakota, Ohio, Pennsylvania, Virginia, Wisconsin as Direct Purchasers By Assignment Against Defendants)

105. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

106. Defendants sold DRAM to OEMs that incorporated DRAM into their products, including personal computers and servers, to be sold to their customers. As a result of the unlawful conduct described in this Complaint, OEMs had to pay higher-than-competitive prices for DRAM. Consequently, OEMs proximately suffered damages arising out of Defendants' unlawful conduct.

107. Customers of DRAM-containing personal computers and servers from OEMs included state agencies and/or political subdivisions in the States of California, Florida, North Dakota, Ohio, Pennsylvania, Virginia, and Wisconsin (hereinafter "Assignment Clause States").

Certain bid documents and/or purchasing agreements entered into by the Assignment Clause States with OEMs, including Dell, IBM, Gateway, Hewlett-Packard, and Compaq, among others, during the time period of the conspiracy alleged above contained various assignment clauses which served to assign to Purchasers the rights of OEMs arising out of antitrust and/or unfair competition causes of action relating to DRAM.

108. Consequently, OEMs have assigned to customers in Assignment Clause States their rights, as direct purchasers of DRAM, arising out of Defendants' activities alleged above, including the right to recover, on behalf of customers, the damages flowing from Defendants' unlawful conduct. All of the Defendants are jointly and severally liable for damages arising from such purchases.

(Count Three – Plaintiff States Arkansas, California, Delaware, Hawaii, Idaho, Illinois, Maryland, Massachusetts, Mississippi, Nevada, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Texas, Utah, Washington, Wisconsin as Direct Purchasers From Defendant Micron)

109. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

110. Defendant Micron sold and distributed DRAM to customers throughout the United States through its Crucial Technology division.

111. Defendant Micron sold DRAM directly to state agencies and/or political subdivisions in the following states: Arkansas, California, Delaware, Hawaii, Idaho, Illinois, Maryland, Massachusetts, Mississippi, Nevada, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Texas, Utah, Washington, and Wisconsin (hereinafter referred to as "Direct Purchasing States").

112. Customers of DRAM who purchased from Micron in these Direct Purchasing States paid supra-competitive, artificially inflated prices for DRAM. As a direct and proximate result of Defendant Micron's acts, such states paid more for DRAM than they otherwise would have paid in the absence of Defendant Micron's unlawful conduct.

113. Plaintiffs allege that the Defendants are jointly and severally liable for the damages arising from these sales by Micron of DRAM at artificially inflated prices.

Second Claim for Relief

(Violation of the California Cartwright Act)

114. Plaintiff States of Alaska, California, Delaware, Hawaii, Louisiana, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Texas, Utah, Virginia and class representatives City and County of San Francisco, California, Los Angeles Unified School District, California, incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

115. Defendants' contract, combination, trust or conspiracy was substantially carried out and effectuated within the State of California, and Defendants' conduct within California injured natural persons and state agencies and political subdivisions throughout the United States. Therefore, this claim for relief under California law is brought in a *parens patriae* capacity on behalf of all natural persons in California, Louisiana, North Dakota, South Carolina, and Utah, and in either a *parens patriae*, a proprietary/representative, or a class capacity on behalf of all state agencies in California, Alaska, Delaware, Hawaii, Louisiana, Ohio, Oklahoma, Pennsylvania, South Carolina, Texas, Utah, and Virginia, and in either a *parens patriae*, a proprietary/ representative, or a class capacity on behalf of political subdivisions in California, Alaska, Delaware, Louisiana, Ohio, Pennsylvania, Utah, and Virginia, all because of the nexus of this alleged conspiracy to California. This claim is in addition to claims under the laws of other states in which said natural persons, state agencies, and political subdivisions reside or are located.

116. Beginning at a time presently unknown to Plaintiffs, but at least on or around 1998, and continuing thereafter at least up to and including June 30, 2002, Defendants and their co-conspirators entered into and engaged in a continuing unlawful trust in restraint of the trade and commerce described above in violation of Section 16720, California Business and Professional Code. Defendants, and each of them, have acted in violation of Section 16720 to fix, raise, stabilize and maintain prices of, and allocate markets for, DRAM at supra-competitive levels.

117. The aforesaid violations of Section 16720, California Business and Professions

Code, consisted, without limitation, of a continuing unlawful trust and concert of action among the Defendants and their co-conspirators, the substantial terms of which were to fix, raise, maintain and stabilize the prices of, and to allocate markets for, DRAM.

118. For the purpose of forming and effectuating the unlawful trust, the Defendants and their co-conspirators have done those things which they combined and conspired to do including, but in no way limited to, the acts, practices and course of conduct set forth above and the following:

a. to fix, raise, maintain and stabilize the price of DRAM;

b. to allocate markets for DRAM amongst themselves;

c. to submit rigged bids for the award and performance of certain DRAM contracts; and

d. to allocate amongst themselves the production of DRAM.

119. The combination and conspiracy alleged herein has had, *inter alia*, the following effects:

a. price competition in the sale of DRAM has been restrained, suppressed and/or eliminated in the State of California and throughout the United States;

b. prices for DRAM sold by Defendants and their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels in the State of California and throughout the United States; and

c. those who purchased DRAM from Defendants and their co-conspirators have been deprived of the benefit of free and open competition.

120. State agencies, political subdivisions, and natural persons in California and in other states paid supra-competitive, artificially inflated prices for DRAM and DRAM-containing products.

121. As a direct and proximate result of Defendants' unlawful conduct, natural persons, state agencies, and/or political subdivisions have been injured in their business and property in that they paid more for DRAM and DRAM-containing products than they otherwise would have paid in the absence of Defendants' unlawful conduct. As a result of Defendants'

violation of Section 16720 of the California Business and Professions Code, the States of Alaska, California, Delaware, Hawaii, Louisiana, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Texas, Utah, and Virginia, acting in a *parens patriae*, a proprietary and/or representative capacity, or a class capacity, seek treble damages and the costs of suit, including reasonable attorneys' fees, pursuant to Section 16750(a) of the California Business and Professions Code.

Third Claim for Relief

Violations of State Law

122. Each of the States below realleges and incorporates as to each count below all of the allegations above from paragraphs 1 through 121. Each of the States alleges that the actions of the Defendants as set forth above constitutes a violation or violations of those state laws that are pled below as to each State and pleads the violations of state laws set out below (other than the California Cartwright Act) as an alternative to or in addition to any violations of federal or state law pled above by them.

(Count One – Alaska)

123. Defendants' acts as described above had the purpose and effect of suppressing competition in the sale of DRAM in the State of Alaska and elsewhere, and had a substantial and adverse impact on prices for DRAM or DRAM-containing products in Alaska. These acts violate Alaska's Monopolies and Restraint of Trade Act, AS 45.50.562 *et seq.* In addition, these acts were unfair methods of competition and unfair or deceptive trade practices in violation of Alaska's Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 *et seq.*

124. Defendants' acts have caused substantial injury and damage to the State of Alaska, state agencies and political subdivisions in Alaska, and natural persons doing business or residing in Alaska.

125. Plaintiff State of Alaska, for itself and as *parens patriae* on behalf of state agencies and political subdivisions in Alaska or natural persons doing business or residing in Alaska, is entitled to monetary relief for injuries directly or indirectly suffered by said natural persons by reason of the violations alleged above.

126. Plaintiff State of Alaska, for itself and as *parens patriae* on behalf of state agencies and political subdivisions in Alaska or natural persons doing business or residing in Alaska, is entitled to three times the total damage sustained as a result of the conduct described above, plus costs and reasonable attorney's fees.

127. Pursuant to AS 45.50.551, Plaintiff State of Alaska, for itself and as *parens patriae* on behalf of state agencies and political subdivisions in Alaska or natural persons doing business or residing in Alaska, is entitled to a civil penalty of up to $5,000 for each violation described above.

128. Defendants' acts violate, and Plaintiff State of Alaska on behalf of its class of state agencies and political subdivisions who were indirect purchasers of DRAM or DRAM-containing products, is entitled to relief under the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Two– Arizona)

129. Defendants' acts violate, and Plaintiff State of Arizona on behalf of itself, its state agencies, and pursuant to A.R. S. § 41-192(A)(5) on behalf of its political subdivisions, its municipalities, its school districts, and as parens patriae on behalf of its natural persons is entitled to relief under Arizona's Uniform State Antitrust Act, A.R.S. § 44-1401 *et seq.*

(Count Three – Arkansas)

130. Defendants' acts violate, and Plaintiff State of Arkansas is entitled to relief for itself, its state agencies, and its natural persons, under the Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §4-88-101 *et seq.* as well the Arkansas Unfair Practices Act, Ark. Code Ann. § 4-75-301 *et seq.*

(Count Four – California)

131. Defendants' acts violate, and Plaintiff State of California is entitled to relief on behalf of itself, its state agencies, its natural persons, and its class of political subdivisions, who were indirect purchasers of DRAM or DRAM-containing products under the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*, and the Unfair Competition Law, California Business & Professions Code sections 17200 *et seq.*, including civil penalties to the

maximum extent permitted by law pursuant to California Business & Professions Code section 17206 *et seq.*

(Count Five – Colorado)

132. Defendants'' acts violate, and Plaintiff State of Colorado on behalf of itself and its state agencies is entitled to relief under, the Colorado Antitrust Act of 1992, §§ 6-4-101, *et seq.*, Colo. Rev. Stat.

(Count Six – Delaware)

133. Defendants' acts violate, and Plaintiff State of Delaware is entitled to relief on behalf of itself and its class of state agencies and political subdivisions, who were indirect purchasers of DRAM or DRAM-containing products under the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Seven – Florida)

134. Defendant's acts violate, and Plaintiff State of Florida on behalf of itself, its state agencies, its natural persons, and its political subdivisions, is entitled to relief under §§ 548.18 and 542.22, Florida Statutes, the Florida Antitrust Act, and §§ 501.201 and 501.207, Florida Statutes, the Florida Deceptive and Unfair Practices Act.

135. The Court shall impose against each Defendant a civil penalty in the maximum amount permitted by § 541.21, Florida Statutes, for each violation of § 542.18 found in this case.

136. The Court shall order each Defendant to pay the State of Florida's costs and attorney's fees pursuant to §§ 542.22 and 542.23, Florida Statutes.

137. The Court shall impose against each Defendant a civil penalty in the maximum amount permitted by §§ 501.2075 or 501.2077, Florida Statutes, as appropriate, for each violation of § 501.204, Florida Statutes, found in this case.

138. The Court shall order each Defendant to pay the State of Florida's costs and attorney's fees pursuant to § 501.2105, Florida Statutes.

139. The Court shall order such other relief as the Court may deem just and proper.

(Count Eight – Hawaii)

140. Defendants' acts violate, and Plaintiff State of Hawaii is entitled to relief

pursuant to Haw. Rev. Stat. Chapter 480 and the Cartwright Act, California Business & Professions Code sections 16720 *et seq.* on behalf of its state agencies.

(Count Nine – Idaho)

141. Defendants' acts violate, and the Plaintiff State of Idaho, on behalf of itself, its state agencies, its political subdivisions, and its persons (as defined by Idaho Code Section 48-103(2)) is entitled to relief under the Idaho Competition Act, Idaho Code Sections 48-101 *et seq.*

142. Defendants' acts of conspiracy and unreasonable restraint of trade and commerce had the purpose and effect of suppressing competition in the sale of DRAM or DRAM-containing products in the State of Idaho and elsewhere, and had a substantial and adverse impact on prices for DRAM and DRAM-containing products in Idaho. Defendants' acts have caused substantial injury and damage to the State of Idaho, its state agencies, its political subdivisions, and its persons. For purposes of application of Idaho Code Section 48-108(2)(a) of the Competition Act, Defendants' actions are per se violations of Idaho Code Section 48-104 of the Competition Act.

(Count Ten – Illinois)

143. Defendants' acts violate, and Plaintiff State of Illinois, on behalf of itself, its state agencies and its political subdivisions who purchased DRAM or DRAM-containing products directly or indirectly, and on behalf of its natural persons and its businesses who purchased DRAM or DRAM-containing products indirectly, is entitled to relief under, the Illinois Antitrust Act, 740 ILCS 10/1 *et seq.*, including without limitation 740 ILCS 10/3(1) and (2).

(Count Eleven – Iowa)

144. Defendants' acts violate the Iowa Competition Act, Iowa Code sections 553 *et seq.*, the Iowa Consumer Fraud Act, Iowa Code section 714.16, and Iowa common law, and Plaintiff State of Iowa is entitled to all remedies available for such violations, including monetary damages for injuries sustained by its state agencies.

(Count Twelve – Louisiana)

145. Defendants' acts violate, and Plaintiff State of Louisiana on behalf of itself, its

state agencies, its political subdivisions, and all citizens, whether natural or juridical, is entitled to relief under the Louisiana Antitrust Act, La. R.S. 51: 121, *et seq.* and La. R.S. 51:1401, *et seq.* and the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Thirteen – Maryland)

146. The aforementioned practices by Defendants were, and are in violation of the Maryland Antitrust Act, Md. Com. Law Code Ann. § 11-201 *et seq.*

147. Defendants' acts, as alleged above, have caused substantial injury and damage to the State of Maryland, and state agencies, political subdivisions and persons in the State of Maryland.

148. Plaintiff State of Maryland brings this action against Defendants pursuant to Md. Com. Law Code Ann. § 11-209, on behalf of the State, its state agencies, its political subdivisions and, as *parens patriae*, on behalf of persons who purchased DRAM or DRAM-containing products, for: (a) three times the amount of damages sustained by the State, political subdivisions and persons who purchased DRAM or DRAM-containing products; (b) for all available equitable relief, including injunctive relief and restitution for all persons residing in the State; (c) for civil penalties; and (d) for reimbursement of reasonable attorneys fees, expert fees and costs.

(Count Fourteen – Massachusetts)

149. Defendants' acts violate, and Plaintiff Commonwealth of Massachusetts on behalf of the Commonwealth, its state agencies and political subdivisions, and its natural persons and businesses who purchased DRAM or DRAM-containing products, is entitled to relief under, the Massachusetts Consumer Protection Act, G.L. c. 93A, sec. 2, *et seq.*

(Count Fifteen – Michigan)

150. Defendants' acts violate, and Plaintiff State of Michigan on behalf of itself, its state agencies, and its natural persons who purchased DRAM or DRAM-containing products indirectly, is entitled to relief under the Michigan Antitrust Reform Act, Mich. Comp. Laws Ann. § 445.771 *et seq.*, the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901 *et seq.*, the common law of Michigan, and Mich. Comp. Laws Ann. § 14.28 and § 14.201.

(Count Sixteen – Minnesota)

151. Defendants' acts violate, and Plaintiff State of Minnesota on behalf of itself, its state agencies, and as *parens patriae* on behalf of its consumers, is entitled to relief under the Minnesota Antitrust Law of 1971, Minn. Stat. §§ 325D.49-.66, Minn. Stat. Ch. 8, and the common law of Minnesota.

(Count Seventeen – Mississippi)

152. Defendants' acts violate, and Plaintiff State of Mississippi on behalf of itself, its state agencies, its political subdivisions, its businesses, and its natural persons, is entitled to relief under its Consumer Protection Act found at Miss. Code Ann. § 75-24-1, *et seq.* (1972, as amended) and its Antitrust Act found at Miss. Code Ann. § 75-21-1, *et seq.* (1972, as amended), which respectively provide for damages, civil penalties and appropriate injunctive relief.

(Count Eighteen – Nebraska)

153. Defendants' acts violate, and Plaintiff State of Nebraska on behalf of itself, its state agencies, its political subdivisions, and as *parens patriae* on behalf of the citizens of Nebraska, is entitled to relief under its Unlawful Restraint on Trade Act, Neb. Rev. Stat. §§ 59-801 *et seq.* (Reissue 2004), its Consumer Protection Act, Neb. Rev. Stat. §§ 59-101 *et. seq.* (Reissue 2004), and its Uniform Deceptive Trade Practices Act, Rev. Stat. §§ 87-301 *et seq.* (Reissue 1999).

(Count Nineteen – Nevada)

154. Defendants' acts violate, and Plaintiff State of Nevada on behalf of itself, its state agencies, its political subdivisions, and its natural persons, is entitled to relief under the Nevada Unfair Trade Practice Act, NRS § 598A.010 *et seq.*

(Count Twenty – New Mexico)

155. Defendants' acts violate, and Plaintiff State of New Mexico on behalf of itself, its state agencies and its natural persons and on behalf of the County of Sandoval, New Mexico, and all other class of political subdivisions similarly situated as alleged above, is entitled to relief under the New Mexico Antitrust Act, Section 57-1-1 *et seq.*, N.M.S.A.1978 and New Mexico Unfair Practices Act, Section 57-12-1 *et seq.*, N.M.S.A. 1978.

156. The Attorney General represents the State of New Mexico, its state agencies and its natural persons as a part of her inherent authority vested in her by the Legislature of the State of New Mexico. Further, she represents the County of Sandoval by agreement and under her authority to initiate litigation when in her judgment the public interest of the State requires such action. Section 8-5-2, N.M.S.A. 1978.

157. The State of New Mexico in its proprietary role, its political subdivisions and its natural persons are entitled to treble damages for overcharges by, and unjust enrichment for, the Defendants.

158. The State of New Mexico as sovereign is entitled to civil penalties.

(Count Twenty-One – North Dakota)

159. Defendants' acts violate, and Plaintiff State of North Dakota on behalf of itself, its state agencies, and its natural persons, is entitled to relief under the North Dakota State Antitrust Act, N.D.C.C. Sec. 51-08.1-01 *et seq.*, North Dakota's Consumer Protection Act, N.D.C.C. Sec. 51-15-01, *et seq.*, and the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Twenty-Two – Ohio)

160. Defendants' acts violate, and Plaintiff State of Ohio on behalf of itself and a class of state agencies and political subdivisions is entitled to relief under, Ohio's Antitrust Law, Ohio Revised Code, §§ 109.81 and 1331.01, *et seq.*, the common law of State of Ohio, and the State of Ohio, on behalf of itself and its class of state agencies and political subdivisions, who were direct and indirect purchasers of DRAM, is also entitled to relief under the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Twenty-Three – Oklahoma)

161. Defendants' acts violate, and Plaintiff State of Oklahoma on behalf of its natural persons and state agencies is entitled to relief under the Oklahoma Antitrust Reform Act, 79 O.S. § 201 *et seq.*, and the Oklahoma Consumer Protection Act, 15 O.S. § 751, *et seq.*, and on behalf of its class of state agencies, who were indirect purchasers of DRAM or DRAM-containing products, is also entitled to relief under the Cartwright Act, California Business & Professions

Code sections 16720 *et seq.*

(Count Twenty-Four – Oregon)

162. Defendants' acts violate, and Plaintiff State of Oregon on behalf of itself, its state agencies, its political subdivisions, and its natural persons is entitled to relief under the Oregon Antitrust Act, ORS 646.705, *et seq.*

163. Defendants' acts of conspiracy and unreasonable restraint of trade and commerce had the purpose and effect of suppressing competition in the sale of DRAM or DRAM-containing products in the State of Oregon and elsewhere, and had a substantial and adverse impact on prices for DRAM or DRAM-containing products in Oregon.

164. Defendants' acts have caused substantial injury and damage to the State of Oregon, state agencies in the State, political subdivisions in the State, and natural persons in the State.

165. The activities of Defendants are a *per se* violation of Oregon's anti-trust law, ORS 646.725. Pursuant to ORS 646.775, the Attorney General possesses authority to seek equitable and monetary relief for injuries sustained by natural persons or political subdivisions, regardless of whether the natural persons, state agencies, or political subdivisions dealt directly or indirectly with Defendants.

166. The Court shall award the State of Oregon three times the total damages sustained and its costs in the action, plus reasonable attorney fees.

(Count Twenty-Five – Pennsylvania)

167. Defendants' acts violate, and Plaintiff Commonwealth of Pennsylvania on behalf of itself and all political subdivisions and public agencies is entitled to relief under Pennsylvania common law doctrines against monopolies, fraudulent misrepresentation and unjust enrichment, proceeding under 71 P.S. § 732-204(c) and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§201 *et seq.*, and, on behalf of its class of state agencies and political subdivisions, who were indirect purchasers of DRAM or DRAM-containing products, is also entitled to relief under the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Twenty-Six – South Carolina)

168. Defendants' acts violate, and Plaintiff State of South Carolina on behalf of itself, its state agencies and natural persons who purchased DRAM or DRAM-containing products indirectly, is entitled to relief under the South Carolina Unfair Trade Practices Act, Sections 39-5-10 *et seq.*, the common law of the state of South Carolina, and the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Twenty-Seven – Tennessee)

169. Defendants' acts violate, and Plaintiff State of Tennessee on behalf of itself and on behalf of consumers is entitled to relief under, Tenn. Code Ann. § 8-6-109, Tenn. Code Ann. § 47-18-101 *et seq.* (The Tennessee Consumer Protection Act of 1977), and under Tenn. Code Ann. § 47-25-101, *et seq.* (The Tennessee Unfair Trade Practices Act).

(Count Twenty-Eight – Texas)

170. Defendants' acts violate Texas Business and Commerce Code § 15.05(a). Plaintiff State of Texas on behalf of itself and its state agencies is entitled to relief under sections 15.20(a) and 15.21(b), which respectively provide for civil penalties and appropriate injunctive and other equitable relief, such as disgorgement or restitution, and the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Twenty-Nine – Utah)

171. Defendants' acts violate, and Plaintiff State of Utah on behalf of itself, its state agencies and political subdivisions, and as *parens patriae* for its natural persons, who purchased DRAM and/or DRAM-containing products, is entitled to all relief provided under: (a) the Cartwright Act, California Business & Professional Code sections 16720, *et seq.*, as alleged in the Second Claim for Relief; (b) the Utah Antitrust Act, Utah Code Ann. §§ 76-10-911 *et seq.*, including, without limitation, damages, injunctive and other equitable relief, civil penalties, costs and reasonable attorneys' fees, as provided in §§ 76-10-918 and 76-10-919; and (c) the common law of Utah, including, without limitation, the common law against restraints of trade, unfair competition and unjust enrichment.

(Count Thirty – Vermont)

172. Defendants' acts violate, and Plaintiff State of Vermont on its own behalf and its state agencies, and on behalf of and all Vermont consumers, whether or not natural persons, is entitled to relief under the Vermont Consumer Fraud Act, title 9 Vermont Statutes Annotated, Chapter 63, 9 V.S.A. and the common law of Vermont.

(Count Thirty-One – Virginia)

173. Defendants' acts violate, and Plaintiff Commonwealth of Virginia on behalf of itself, its state agencies, and its political subdivisions who purchased DRAM or DRAM-containing products is entitled to relief pursuant to the Virginia Antitrust Act, Va. Code Ann. § 59.1-9.15(a), (b) and (c) (2001), and the Cartwright Act, California Business & Professions Code sections 16720 *et seq.*

(Count Thirty-Two – Washington)

174. Defendants' acts violate Wash. Rev. Code 19.86, and Plaintiff State of Washington on behalf of itself, its state agencies and all persons who purchased DRAM and/or DRAM-containing products is entitled to relief thereunder.

(Count Thirty-Three – West Virginia)

175. The aforementioned practices by Defendants were in violation of the West Virginia Antitrust Act, W.Va. Code § 47-18-1 *et seq.*, and the West Virginia Consumer Credit and Protection Act, W.Va. Code § 46A-1-101 *et seq.*, and the State of West Virginia, its state agencies, and political subdivisions, and the natural persons it represents are entitled to relief there under.

(Count Thirty-Four – Wisconsin)

176. Defendants' acts were violations of the Wisconsin antitrust statute, Wis. Stat. § 133.03. These violations substantially affected the people of Wisconsin and had impacts within the State of Wisconsin. Plaintiff State of Wisconsin, on behalf of its natural persons, itself, and its state agencies, all of whom were indirect purchasers of DRAM or DRAM-containing products, is entitled to relief for these violations under Wis. Stat. §§ 133.14, 133.16, 133.17, and 133.18.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

A. Certain state antitrust law claims alleged in the Second and Third Claims for Relief brought as a part of a class action as asserted in Paragraphs 106 and 107 of this Complaint may be maintained as a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure;

B. On their First, Second and Third Claims for Relief, for a Judgment: That the unlawful conduct, contract, conspiracy or combination alleged herein be adjudged and decreed to be:

1. A restraint of trade or commerce in violation of Section 1 of the Sherman Act, as alleged in the First Claim for Relief; and

2. An unlawful combination, trust, agreement, understanding, and/or concert of action in violation of state antitrust laws in the First, Second and Third Claims for Relief herein;

C. That Plaintiffs recover damages, as provided by federal and state antitrust laws under the First, Second, and Third Claims for Relief for conduct occurring during the time period of approximately March 1, 1999, to June 30, 2002, as well as similar conduct by at least some Defendants regarding at least some OEMs prior to that time period, and that a joint and several judgment in favor of Plaintiffs be entered against the Defendants in an amount to be trebled in accordance with such laws where applicable;

D. That Defendants, their affiliates, successors, transferees, assignees, and the officers, directors, partners, agents, and employees thereof, and all other persons acting or claiming to act on their behalf, be permanently enjoined and restrained from in any manner: (1) continuing, maintaining, or renewing the conduct, contract, conspiracy or combination alleged herein, or from entering into any other conspiracy alleged herein, or from entering into any other contract, conspiracy or combination having a similar purpose or effect, and from adopting or following any practice, plan, program, or device having a similar purpose or effect; (2) communication or causing to be communicated to any other person engaged in the sale of DRAM, information concerning bids of competitors; (3) entering into agreements for the sale, transfer, assignment or

lease, of DRAM producing assets directly, through joint ventures or otherwise without first providing Plaintiffs appropriate notice and disclosures; and (4) conducting further sales in the U.S. without instituting compliance programs;

E. That the Plaintiffs be awarded restitution, including disgorgement of profits obtained by Defendants as a result of their acts of unfair competition and acts of unjust enrichment and/or any acts in violation of state antitrust, consumer protection, or other statutes and laws, and the maximum civil penalties allowed by the laws of their respective States;

F. That the Plaintiffs be awarded pre- and post-judgment interest, and that the interest be awarded at the highest legal rate from and after the date of service of the initial complaint in this action;

G. That the Plaintiffs recover their costs of this suit, including reasonable attorneys' fees as provided by law; and

H. That the Plaintiffs have such other, further, and different relief as the case may require and the Court may deem just and proper under the circumstances.

JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury for all issues so triable.

Dated: July 14, 2006

Respectfully submitted,

[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

BILL LOCKYER, Attorney General
of the State of California
RICHARD M. FRANK
Chief Deputy Attorney General
J. THOMAS GREENE
Chief Assistant Attorney General

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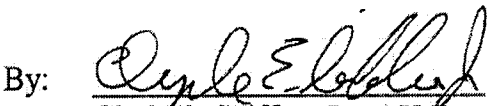
[Re: California et al. v. Infineon et al complaint]

Date: July 13, 2006

DAVID W. MÁRQUEZ
Attorney General of Alaska

By: 

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Alaska Department of Law
1031 W. 4th Avenue #200
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(907) 269-5200

[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

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By: _____

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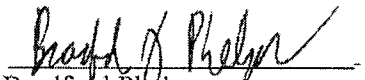
1275 West Washington Street
Phoenix, Arizona 85007-2926
Tel. (602) 542-7728

[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

MIKE BEEBE
Attorney General of Arkansas

By: 

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[re: California et al. v. Infineon et al. complaint]

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[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

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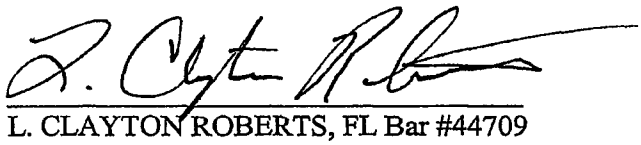
[re: California et al. V. Infineon et al. complaint]

Date: July 13, 2006

CHARLES J. CRIST, JR., Attorney General
of the State of Florida

By: 

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Deputy Attorney General
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[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

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By:

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C. BRYAN FITZGERALD
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Concerning California et al. v. Infineon Technologies AG et al

Dated: July 13, 2006
Boise, Idaho

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STATE OF IDAHO

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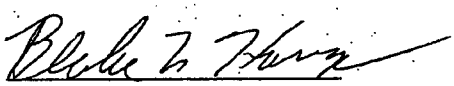
[re: California et al. v. Infineon el al. complaint]

July 14, 2006

STATE OF ILLINOIS
LISA MADIGAN
ATTORNEY GENERAL
STATE OF ILLINOIS

By: 

Blake L. Harrop
Assistant Attorney General
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Chicago, Illinois 60601
(312) 814-1004

Date: July 13, 2006

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JOHN F. DWYER
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[re: California et al v. Infineon et al. complaint]

July 13, 2006

CHARLES C. FOTI, JR., Attorney General
of the State of Louisiana

BY:

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Tel. (225) 326-6467

[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

J. JOSEPH CURRAN, JR.
MARYLAND ATTORNEY GENERAL

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Chief, Antitrust Division

John R. Tennis
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Tel. # (410) 576-6470
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[re: California et al v. Infineon et al. complaint]

Date: July 13, 2006

THOMAS F. REILLY, Attorney General
of the Commonwealth of Massachusetts

By:

MARY B. FREELEY, (MA BBO#544788)
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One Ashburton Place
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H. That the Plaintiffs have such other, further, and different relief as the case may require and the Court may deem just and proper under the circumstances.

JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury for all issues so triable.

DATED: July ____, 2006.

Respectfully submitted,

State of Michigan
Michael A. Cox
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[re: California et al. v. Infineon et al. complaint]

Dated: July 13, 2006

MIKE HATCH
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State of Minnesota

Kristen M. Olsen

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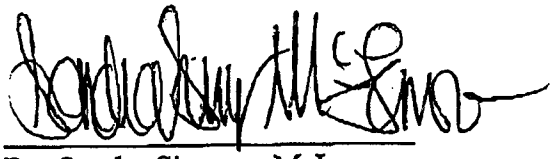
ATTORNEYS FOR PLAINTIFF
STATE OF MINNESOTA

California et al. v. Infineon et al. complaint

Dated: July 7, 2004
Jackson, Mississippi

JIM HOOD
ATTORNEY GENERAL



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[Re: California et al. v. Infineon et al. Complaint]

DATE: July 13, 2006

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[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

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of the State of Nevada
ERIC WITKOSKI
Chief Deputy Attorney General
Consumer Advocate

By: _____
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[Re: California et al v. Infineon et al. complaint]

Date: July 13, 2006

PATRICIA A. MADRID, Attorney General
of the State of New Mexico

By: _____

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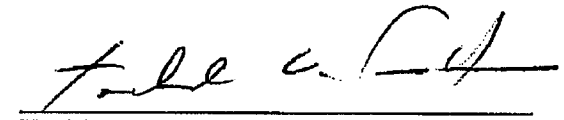
Dated: July 13, 2006

Wayne Stenehjem, Attorney General
of the State of North Dakota

BY: 

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Bismarck, ND 58502-1054
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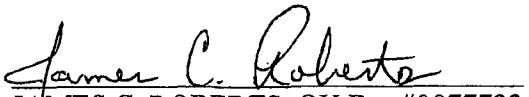
[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

JIM PETRO, Attorney General
of the State of Ohio

By: 

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[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

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OKLAHOMA ATTORNEY GENERAL

By: _____

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[re: California et al. v. Infineon et al. complaint]

Dated: July 12, 2006

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For the State of Oregon

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[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

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Commonwealth of Pennsylvania

WILLIAM H. RYAN, JR.
First Deputy Attorney General

ALEXIS L. BARBIERI
Executive Deputy Attorney General
Public Protection Division

James A. Donahue, III
Chief Deputy Attorney General

By: _____

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Re: California et al. v. Infineon et al. complaint

Date: July 6, 2006

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C. HAVIRD JONES, JR.
Senior Assistant Attorney general

BY: _____
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[re: California et al. v. Infineon et al. complaint]

Dated: July 10, 2006

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615-532-5732

[re: California et al. v. Infineon et al. complaint]

Dated: July 11, 2006
Austin, Texas

Greg Abbott
Attorney General

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State Bar #24014555
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Antitrust & Civil Medicaid Fraud Division
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[re: California et al. v. Infineon, et al. Complaint]

Date: July 13, 2006

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By: _____
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160 East 300 South, Fifth Floor
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Re: California et al. v. Infineon et al. complaint

Date: July 13, 2006

WILLIAM H. SORRELL, Attorney General
of the State of Vermont

By: _____

DAVID BORSYKOWSKY
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Office of the Attorney General
109 State Street
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[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

ROBERT F. MCDONNELL, Attorney General
of the Commonwealth of Virginia
WILLIAM C. MIMS
Chief Deputy Attorney General
DAVID B. IRVIN
Senior Assistant Attorney General and Chief
Antitrust & Consumer Litigation Section

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[California, *et al.* v. Infineon, *et al.*]

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Dated: July 14, 2006

[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

DARRELL V. McGRAW, JR., Attorney General
of the State of West Virginia
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By: _____
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DOUGLAS L. DAVIS, WV Bar # 5502
Assistant Attorney General
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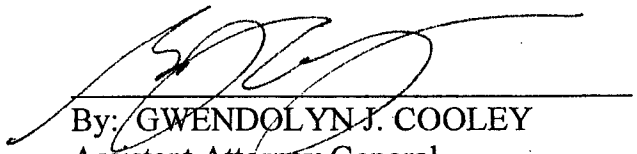
re: California et al. v. Infineon et al. complaint

Dated: July 6, 2006
Madison, Wisconsin

PEGGY A. LAUTENSCHLAGER
Attorney General



By: GWENDOLYN J. COOLEY
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Wisconsin Department of Justice
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DECLARATION OF SERVICE
(AG Mailroom)

Case Name: The State of California et al. v. Infineon Technologies AG et al.
No.:

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On , I served the attached **ANTITRUST COMPLAINT; JURY TRIAL DEMANDED** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at 455 Golden Gate Avenue, Suite 11000, San Francisco, CA 94102, addressed as follows (the following defendants Infineon Technologies AG, Hynix Semiconductor, Inc., Mosel Vitelic, Inc., Nanya Technology Corporation, and Elipida Memory Inc., are being served pursuant to the Hague Convention or other applicable law, or as agreed by the parties):

Infineon Technologies AG
Am Campeon 1-12
D-85579
Neubiberg/Munich, GERMANY

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San Jose, CA 95112-4508

Julian Brew
Kaye Scholer
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(Counsel for Infineon Technologies AG and Infineon Technologies North America Corp.)

Hynix Semiconductor, Inc.
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Ichon-si, Kyongki-do
Korea

Hynix Semiconductor America, Inc.
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San Jose, CA 95134-1934

Michael F. Tubach
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Boise, ID 93716-9632

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and Mosel Vitelic Corporation)

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Nanya Technology Corporation USA, Inc.
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Corporation and Nanya Technology
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Paul R. Griffin
Thelen Reid & Priest
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San Francisco, CA 94105
(Counsel for NEC Electronics
America, Inc.)

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on , at San Francisco, California.

William R. Moser	
Typed Name	Signature