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NORTHERN DISTRICT OF CALIFORNIA

8 IN THE UNITED STATES DISTRICT COURT

9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

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

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

17 **THE STATE OF ARIZONA BY ITS**  
18 **ATTORNEY GENERAL TERRY GODDARD;**

19 **THE STATE OF ARKANSAS BY ITS**  
20 **ATTORNEY GENERAL MIKE BEEBE;**

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

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

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

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

C 06 4333  
Case No.:

ANTITRUST COMPLAINT;  
JURY TRIAL DEMANDED

SC

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

3 **THE STATE OF ILLINOIS BY ITS**  
4 **ATTORNEY GENERAL LISA MADIGAN;**

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

7 **THE STATE OF LOUISIANA BY ITS**  
8 **ATTORNEY GENERAL CHARLES C. FOTI,**  
9 **JR.;**

10 **THE STATE OF MARYLAND BY ITS**  
11 **ATTORNEY GENERAL J. JOSEPH**  
12 **CURRAN, JR.;**

13 **THE COMMONWEALTH OF**  
14 **MASSACHUSETTS BY ITS ATTORNEY**  
15 **GENERAL THOMAS F. REILLY;**

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

18 **THE STATE OF MINNESOTA BY ITS**  
19 **ATTORNEY GENERAL MIKE HATCH;**

20 **THE STATE OF MISSISSIPPI BY ITS**  
21 **ATTORNEY GENERAL JIM HOOD;**

22 **THE STATE OF NEBRASKA BY ITS**  
23 **ATTORNEY GENERAL JON BRUNING;**

24 **THE STATE OF NEVADA BY ITS**  
25 **ATTORNEY GENERAL GEORGE J.**  
26 **CHANOS;**

27 **THE STATE OF NEW MEXICO BY ITS**  
28 **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;**

1 **THE STATE OF OREGON BY ITS**  
2 **ATTORNEY GENERAL HARDY MYERS;**

3 **THE COMMONWEALTH OF**  
4 **PENNSYLVANIA ON BEHALF OF ALL**  
5 **POLITICAL SUBDIVISIONS AND STATE**  
6 **AGENCIES SIMILARLY SITUATED;**

7 **THE STATE OF SOUTH CAROLINA BY ITS**  
8 **ATTORNEY GENERAL HENRY**  
9 **MCMASTER;**

10 **THE STATE OF TENNESSEE BY ITS**  
11 **ATTORNEY GENERAL PAUL G.**  
12 **SUMMERS;**

13 **THE STATE OF TEXAS BY ITS ATTORNEY**  
14 **GENERAL GREG ABBOTT;**

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

17 **THE STATE OF VERMONT BY ITS**  
18 **ATTORNEY GENERAL WILLIAM H.**  
19 **SORRELL;**

20 **THE COMMONWEALTH OF VIRGINIA BY**  
21 **ITS ATTORNEY GENERAL ROBERT F.**  
22 **MCDONNELL ON BEHALF OF ALL**  
23 **POLITICAL SUBDIVISIONS AND STATE**  
24 **AGENCIES;**

25 **THE STATE OF WASHINGTON BY ITS**  
26 **ATTORNEY GENERAL ROB MCKENNA;**

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

30 **THE STATE OF WISCONSIN BY ITS**  
31 **ATTORNEY GENERAL PEGGY A.**  
32 **LAUTENSCHLAGER;**

33 Plaintiffs,

34 v.

35 **INFINEON TECHNOLOGIES AG;**  
36 **INFINEON TECHNOLOGIES NORTH**  
37 **AMERICA CORP.; HYNIX**  
38 **SEMICONDUCTOR, INC.; HYNIX**  
39 **SEMICONDUCTOR AMERICA, INC.;**  
40 **MICRON TECHNOLOGY, INC.; MICRON**  
41 **SEMICONDUCTOR PRODUCTS, INC.;**  
42 **MOSEL VITELIC, INC.; MOSEL VITELIC**

1 **CORP.; NANYA TECHNOLOGY**  
2 **CORPORATION; NANYA TECHNOLOGY**  
3 **CORPORATION USA, INC.; ELPIDA**  
4 **MEMORY, INC.; ELPIDA MEMORY (USA)**  
5 **INC.; NEC ELECTRONICS AMERICA, INC.;**

6 Defendants.

## 7 **INTRODUCTION**

8  
9 1. This action arises from what United States Department of Justice officials have  
10 called “one of the largest cartels ever discovered.” Personal computers, servers, and  
11 workstations, among other products, include memory chips, a type of semiconductor known as  
12 DRAM (dynamic random access memory). DRAM holds temporary instructions and data  
13 available for quick access while the device is in use. Electronic products with DRAM are  
14 purchased by a variety of customers – individuals, businesses, schools and government bodies,  
15 both in this country and throughout much of the world.

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

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



1 found in this District, within the meaning and scope of 15 U.S.C. § 22, Cal. Bus. & Prof. Code §  
2 1672 and 28 U.S.C. § 1391 (b) and (c), and a substantial part of the events giving rise to the  
3 claims arose in this District.

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

### 7 **DEFINITIONS**

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

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

28 11. “State agencies” means all departments, divisions, boards, councils, committees,

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

## 6 **THE PARTIES**

### 7 **The Plaintiffs**

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

### 20 **The Defendants**

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

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

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

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

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

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

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

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

1 throughout the United States.

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

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

12           22. Defendant Nanya Technology Corporation USA, Inc., is a wholly owned and  
13 controlled subsidiary of Nanya Technology Corporation with its principal place of business at  
14 675 E. Brokaw Road, San Jose, California. During the time period covered by this Complaint,  
15 Defendant Nanya Technology USA, Inc., sold and distributed DRAM to customers throughout  
16 the United States. Nanya Technology Corporation and Nanya Technology Corporation USA,  
17 Inc. are referred to collectively herein as "Nanya."

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

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



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

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

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

#### 10 **DEFENDANTS' ILLEGAL CONDUCT**

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

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

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

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

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

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

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

### 10 Micron

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

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

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

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

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

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

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

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

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

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

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

### 13 Samsung

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

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

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

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



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

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

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

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

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

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

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

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

27 **Infineon**

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

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

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

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

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

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

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

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



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

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

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

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

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

12 **FRAUDULENT CONCEALMENT**

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

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

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

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

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

1 **INJURY**

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

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

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

13 **UNJUST ENRICHMENT**

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

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

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

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

25 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

24                   (v) whether the Class suffered antitrust injury;

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

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

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

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

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

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

## 21 VIOLATIONS ALLEGED

### 22 First Claim for Relief

#### 23 (Violation of Section 1 of the Sherman Act)

#### 24 (Count One – All Plaintiff States - Injunction)

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

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

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

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

- 8 a. To fix, raise, maintain and stabilize the price of DRAM;
- 9 b. To allocate markets for DRAM among themselves;
- 10 c. To submit rigged bids for the award and performance of certain DRAM  
11 contracts; and
- 12 d. To allocate the production of DRAM.

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

- 15 a. Price competition in the sale of DRAM has been restrained, suppressed, and/or  
16 eliminated throughout the United States;
- 17 b. Prices for DRAM sold by Defendants and their co-conspirators have been  
18 fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the  
19 United States; and
- 20 c. Those who purchased DRAM directly or indirectly from Defendants and their  
21 co-conspirators have been deprived of the benefits of free and open competition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 113. 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.

1 **Second Claim for Relief**

2 **(Violation of the California Cartwright Act)**

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

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

21 116. Beginning at a time presently unknown to Plaintiffs, but at least on or around  
22 1998, and continuing thereafter at least up to and including June 30, 2002, Defendants and their  
23 co-conspirators entered into and engaged in a continuing unlawful trust in restraint of the trade  
24 and commerce described above in violation of Section 16720, California Business and  
25 Professional Code. Defendants, and each of them, have acted in violation of Section 16720 to  
26 fix, raise, stabilize and maintain prices of, and allocate markets for, DRAM at supra-competitive  
27 levels.

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

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

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

- 8 a. to fix, raise, maintain and stabilize the price of DRAM;
- 9 b. to allocate markets for DRAM amongst themselves;
- 10 c. to submit rigged bids for the award and performance of certain DRAM  
11 contracts; and
- 12 d. to allocate amongst themselves the production of DRAM.

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

- 15 a. price competition in the sale of DRAM has been restrained, suppressed and/or  
16 eliminated in the State of California and throughout the United States;
- 17 b. prices for DRAM sold by Defendants and their co-conspirators have been  
18 fixed, raised, maintained and stabilized at artificially high, non-competitive levels in the State of  
19 California and throughout the United States; and
- 20 c. those who purchased DRAM from Defendants and their co-conspirators have  
21 been deprived of the benefit of free and open competition.

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

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

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

7 **Third Claim for Relief**

8 **Violations of State Law**

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

15 **(Count One – Alaska)**

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

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

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

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

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

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

13 **(Count Two– Arizona)**

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

18 **(Count Three – Arkansas)**

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

23 **(Count Four – California)**

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

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

3 **(Count Five – Colorado)**

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

7 **(Count Six – Delaware)**

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

12 **(Count Seven – Florida)**

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

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

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

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

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

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

27 **(Count Eight – Hawaii)**

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

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

3 **(Count Nine – Idaho)**

4 141. Defendants' acts violate, and the Plaintiff State of Idaho, on behalf of itself, its  
5 state agencies, its political subdivisions, and its persons (as defined by Idaho Code Section 48-  
6 103(2)) is entitled to relief under the Idaho Competition Act, Idaho Code Sections 48-101 *et seq.*

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

15 **(Count Ten – Illinois)**

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

22 **(Count Eleven – Iowa)**

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

27 **(Count Twelve – Louisiana)**

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

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

4 **(Count Thirteen – Maryland)**

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

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

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

18 **(Count Fourteen – Massachusetts)**

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

23 **(Count Fifteen – Michigan)**

24 150. Defendants’ acts violate, and Plaintiff State of Michigan on behalf of itself, its  
25 state agencies, and its natural persons who purchased DRAM or DRAM-containing products  
26 indirectly, is entitled to relief under the Michigan Antitrust Reform Act, Mich. Comp. Laws Ann.  
27 § 445.771 *et seq.*, the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901 *et*  
28 *seq.*, the common law of Michigan, and Mich. Comp. Laws Ann. § 14.28 and § 14.201.

1 **(Count Sixteen – Minnesota)**

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

6 **(Count Seventeen – Mississippi)**

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

12 **(Count Eighteen – Nebraska)**

13 153. Defendants' acts violate, and Plaintiff State of Nebraska on behalf of itself, its  
14 state agencies, its political subdivisions, and as *parens patriae* on behalf of the citizens of  
15 Nebraska, is entitled to relief under its Unlawful Restraint on Trade Act, Neb. Rev. Stat. §§ 59-  
16 801 *et seq.* (Reissue 2004), its Consumer Protection Act, Neb. Rev. Stat. §§ 59-101 *et seq.*  
17 (Reissue 2004), and its Uniform Deceptive Trade Practices Act, Rev. Stat. §§ 87-301 *et seq.*  
18 (Reissue 1999).

19 **(Count Nineteen – Nevada)**

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

23 **(Count Twenty – New Mexico)**

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



1 Code sections 16720 *et seq.*

2 **(Count Twenty-Four – Oregon)**

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

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

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

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

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

20 **(Count Twenty-Five – Pennsylvania)**

21 167. Defendants’ acts violate, and Plaintiff Commonwealth of Pennsylvania on behalf  
22 of itself and all political subdivisions and public agencies is entitled to relief under Pennsylvania  
23 common law doctrines against monopolies, fraudulent misrepresentation and unjust enrichment,  
24 proceeding under 71 P.S. § 732-204(c) and the Pennsylvania Unfair Trade Practices and  
25 Consumer Protection Law, 73 P.S. §§201 *et seq.*, and, on behalf of its class of state agencies and  
26 political subdivisions, who were indirect purchasers of DRAM or DRAM-containing products, is  
27 also entitled to relief under the Cartwright Act, California Business & Professions Code sections  
28 16720 *et seq.*

1 **(Count Twenty-Six – South Carolina)**

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

7 **(Count Twenty-Seven – Tennessee)**

8 169. Defendants' acts violate, and Plaintiff State of Tennessee on behalf of itself and  
9 on behalf of consumers is entitled to relief under, Tenn. Code Ann. § 8-6-109, Tenn. Code Ann.  
10 § 47-18-101 *et seq.* (The Tennessee Consumer Protection Act of 1977), and under Tenn. Code  
11 Ann. § 47-25-101, *et seq.* (The Tennessee Unfair Trade Practices Act).

12 **(Count Twenty-Eight – Texas)**

13 170. Defendants' acts violate Texas Business and Commerce Code § 15.05(a).  
14 Plaintiff State of Texas on behalf of itself and its state agencies is entitled to relief under sections  
15 15.20(a) and 15.21(b), which respectively provide for civil penalties and appropriate injunctive  
16 and other equitable relief, such as disgorgement or restitution, and the Cartwright Act, California  
17 Business & Professions Code sections 16720 *et seq.*

18 **(Count Twenty-Nine – Utah)**

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

28 **(Count Thirty – Vermont)**

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

5 **(Count Thirty-One – Virginia)**

6 173. Defendants' acts violate, and Plaintiff Commonwealth of Virginia on behalf of  
7 itself, its state agencies, and its political subdivisions who purchased DRAM or DRAM-  
8 containing products is entitled to relief pursuant to the Virginia Antitrust Act, Va. Code Ann. §  
9 59.1-9.15(a), (b) and (c) (2001), and the Cartwright Act, California Business & Professions Code  
10 sections 16720 *et seq.*

11 **(Count Thirty-Two – Washington)**

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

15 **(Count Thirty-Three – West Virginia)**

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

21 **(Count Thirty-Four – Wisconsin)**

22 176. Defendants' acts were violations of the Wisconsin antitrust statute, Wis. Stat. §  
23 133.03. These violations substantially affected the people of Wisconsin and had impacts within  
24 the State of Wisconsin. Plaintiff State of Wisconsin, on behalf of its natural persons, itself, and  
25 its state agencies, all of whom were indirect purchasers of DRAM or DRAM-containing  
26 products, is entitled to relief for these violations under Wis. Stat. §§ 133.14, 133.16, 133.17, and  
27 133.18.

**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

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

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

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

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

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

15 **JURY TRIAL DEMAND**

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

18  
19  
20 Dated: July 14, 2006

21 Respectfully submitted,  
22  
23  
24  
25  
26  
27  
28

[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

By:

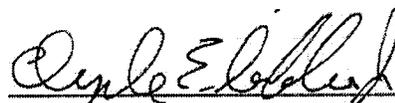
  
KATHLEEN E. FOOTE, CA Bar #65819  
Senior Assistant Attorney General  
EMILIO VARANINI, CA Bar #163952  
Deputy Attorney General  
Office of the Attorney General  
455 Golden Gate Avenue, Suite 11000  
San Francisco, California 94102  
Tel. (415) 703-5555

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

Date: July 13, 2006

DAVID W. MÁRQUEZ  
Attorney General of Alaska

By:



Clyde E. Sniffen, Jr. AK Bar # 8906036  
Senior Assistant Attorney General  
Alaska Department of Law  
1031 W. 4<sup>th</sup> Avenue #200  
Anchorage, AK 99501  
(907) 269-5200

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

Date: July 13, 2006

TERRY GODDARD, Attorney General  
of the State of Arizona

By:

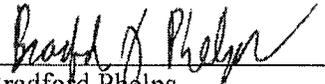


NANCY M. BONNELL, AZ Bar #016382  
Antitrust Unit Chief  
Office of the Attorney General  
1275 West Washington Street  
Phoenix, Arizona 85007-2926  
Tel. (602) 542-7728

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

Date: July 13, 2006

MIKE BEEBE  
Attorney General of Arkansas

By:   
Bradford Phelps  
Assistant Attorney General  
Arkansas Bar No. 2001245  
Office of the Attorney General  
323 Center St.  
Little Rock, AR 72201  
501/682-3625 (Phone)  
501/682-8118 (Facsimile)  
Bradford.phelps@ag.state.ar.us

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

JOHN W. SUTHERS  
Attorney General of the State of Colorado



---

Devin M. Laiho  
Assistant Attorney General  
Consumer Protection Section  
Colorado Department of Law  
1525 Sherman Street – 5th Floor  
Denver, Colorado 80203  
Phone: (303) 866-5079  
Email: [Devin.Laiho@state.co.us](mailto:Devin.Laiho@state.co.us)

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

Date: July 13, 2006

CARL C. DANBERG, Attorney General  
Of the State of Delaware

By:



\_\_\_\_\_  
MICHAEL A. UNDORF, DE Bar # 3874  
Deputy Attorney General  
Delaware Department of Justice  
820 N. French Street, 5<sup>th</sup> Floor  
Wilmington, DE 19801  
Tel. (302) 577-8924

[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:



L. CLAYTON ROBERTS, FL Bar #44709

Deputy Attorney General

PAUL C. HUCK, JR., FL Bar #968358

Deputy Attorney General

PATRICIA A. CONNERS, FL Bar #361275

Director, Antitrust Division

EMILIAN BUCATARU, FL Bar #0733261

Assistant Attorney General

Office of the Attorney General

Antitrust Division

PL-01, The Capitol

Tallahassee, Florida 32399-1050

Tel. (850) 414-3300

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

Date: July 13, 2006

MARK J. BENNETT  
Attorney General of the State of Hawaii

By:

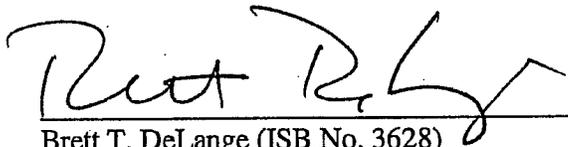


DEBORAH DAY EMERSON  
Supervising Deputy Attorney General  
RODNEY I. KIMURA  
C. BRYAN FITZGERALD  
Deputy Attorneys General  
Department of the Attorney General  
State of Hawaii  
425 Queen Street  
Honolulu, Hawaii 96813  
Telephone: (808) 586-1180

Concerning California et al. v. Infineon Technologies AG et al

Dated: July 13, 2006  
Boise, Idaho

LAWRENCE G. WASDEN  
ATTORNEY GENERAL  
STATE OF IDAHO

A handwritten signature in black ink, appearing to read "Brett DeLange", written over a horizontal line.

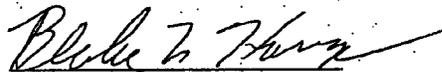
Brett T. DeLange (ISB No. 3628)  
Deputy Attorney General  
Consumer Protection Unit  
Office of the Attorney General  
Len B. Jordan Building  
650 W. State St., Lower Level  
P. O. Box 83720  
Boise, Idaho 83720-0010  
Telephone: (208) 334-4114  
FAX: (208) 334-2830  
brett.delange@ag.idaho.gov

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

July 14, 2006

STATE OF ILLINOIS  
LISA MADIGAN  
ATTORNEY GENERAL  
STATE OF ILLINOIS

By:



Blake L. Harrop  
Assistant Attorney General  
Antitrust Bureau  
Office of the Attorney General  
100 W. Randolph St.  
Chicago, Illinois 60601  
(312) 814-1004

Date: July 13, 2006

THOMAS J. MILLER  
Attorney General of Iowa  
JOHN F. DWYER  
Attorney

By:



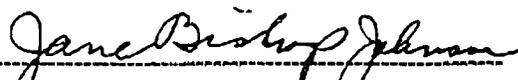
LAYNE M. LINDEBAK  
Assistant Attorney General  
Special Litigation Division  
Iowa Department of Justice  
Second Floor Hoover Office Building  
1305 East Walnut Street  
Des Moines, Iowa 50319  
Tel. (515) 281-7054

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

July 13, 2006

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

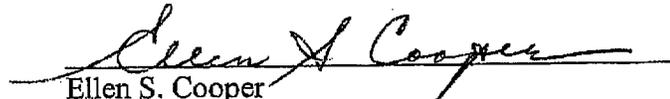
BY:

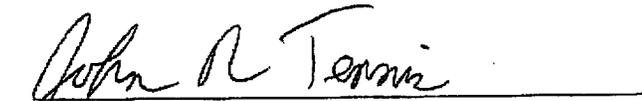
  
-----  
JANE BISHOP JOHNSON, LA Bar # 21851  
AAG/Antitrust  
Louisiana Department of Justice  
1885 N. 3<sup>rd</sup> Street, 4<sup>th</sup> Floor  
Baton Rouge, LA 70802  
Tel. (225) 326-6467

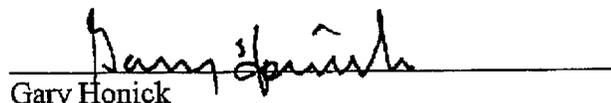
[re: California et al. v. Infineon et al. complaint]

Date: July 13, 2006

J. JOSEPH CURRAN, JR.  
MARYLAND ATTORNEY GENERAL

  
Ellen S. Cooper  
Assistant Attorney General  
Chief, Antitrust Division

  
John R. Tennis  
Assistant Attorney General

  
Gary Honick  
Assistant Attorney General  
Office of the Attorney General  
Antitrust Division  
200 St. Paul Place, 19<sup>th</sup> Floor  
Baltimore, Maryland 21202  
Tel. # (410) 576-6470  
Fax # (410) 576-7830

[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)  
Assistant Attorney General  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108  
Tel. (617) 727-2200

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.

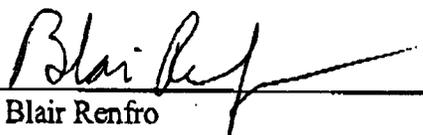
**JURY TRIAL DEMAND**

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  
Attorney General

  
\_\_\_\_\_  
T. Blair Renfro  
Assistant Attorney General  
Consumer Protection Division  
Attorneys for the State of Michigan  
G. Mennen Williams Building, 6<sup>th</sup> Floor  
525 W. Ottawa Street  
Lansing, Michigan 48933  
Telephone: (517) 335-0855  
Fax: (517) 373-4941

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

Dated: July 13, 2006

MIKE HATCH  
Attorney General  
State of Minnesota



---

KRISTEN M. OLSEN  
Assistant Attorney General  
Atty. Reg. No. 30489X

445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101-2130  
(651) 296-2921 (Voice)  
(651) 282-5437 (fax)

ATTORNEYS FOR PLAINTIFF  
STATE OF MINNESOTA

California et al. v. Infineon et al. complaint

Dated: July 7, 2004  
Jackson, Mississippi

JIM HOOD  
ATTORNEY GENERAL



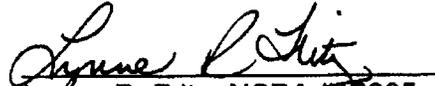
By: Sondra Simpson McLemore  
Special Assistant Attorney General  
Consumer Protection  
802 North State Street, Suite 301  
Jackson, MS 39225  
(601) 359-3748  
(601) 359-4231 (Fax)  
Ssimp@ago.state.ms.us

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

DATE: July 13, 2006

JON BRUNING, Attorney General of the  
State of Nebraska,

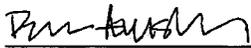
BY:

  
Lynne R. Fritz, NSBA #15665  
Leslie C. Levy, NSBA #20673  
Assistant Attorneys General  
2115 State Capitol  
Lincoln, NE 68509-8920  
Tel.: (402) 471-2682

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

Date: July 13, 2006

GEORGE J. CHANOS, Attorney General  
of the State of Nevada  
ERIC WITKOSKI  
Chief Deputy Attorney General  
Consumer Advocate

By:   
\_\_\_\_\_  
BRIAN ARMSTRONG  
Senior Deputy Attorney General  
Office of the Attorney General Nevada Department  
of Justice  
Bureau of Consumer Protection  
555 East Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101  
Tel. (702) 486-3420

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

Date: July 13, 2006

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

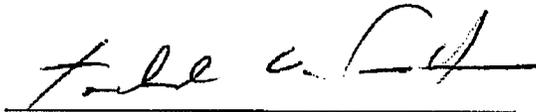
By:

  
DEYONNA YOUNG, NM Bar No. 2980  
Assistant Attorney General  
Office of the Attorney General  
111 Lomas Boulevard NW, Suite 300  
Albuquerque, New Mexico 87102  
Tel.: (505) 222-9089

Dated: July 13, 2006

Wayne Stenehjem, Attorney General  
of the State of North Dakota

BY:



Todd A. Sattler, ND ID No. 05719  
Assistant Attorney General  
Office of Attorney General  
Consumer Protection and Antitrust Division  
4205 State Street  
PO Box 1054  
Bismarck, ND 58502-1054  
Phone: (701) 328-5570

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

Date: July 13, 2006

JIM PETRO, Attorney General  
of the State of Ohio

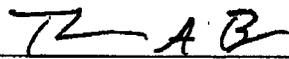
By:   
JAMES C. ROBERTS, OH Bar #0077733  
Assistant Attorney General  
MITCHELL L. GENTILE, OH Bar #0022274  
Principal Attorney General  
State of Ohio Office of the Attorney General  
Antitrust Section  
150 East Gay Street, 20th Floor  
Columbus, Ohio 43215  
Tel. (614) 466-4328

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

Date: July 13, 2006

W.A. DREW EDMONDSON  
OKLAHOMA ATTORNEY GENERAL

By:

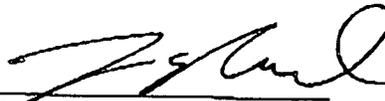


THOMAS A. BATES, OBA NO. 15672  
ASSISTANT ATTORNEY GENERAL  
4545 N. Lincoln Blvd., Suite 260  
Oklahoma City, Oklahoma 73105  
Phone: (405) 522-1013

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

Dated: July 12, 2006

HARDY MYERS, Attorney General  
For the State of Oregon



By: Tim Nord  
Senior Assistant Attorney General  
Oregon Department of Justice  
1162 Court Street NE  
Salem, OR 97301-4096  
503 947-4333 voice  
503 378-5017 facsimile  
Tim.Nord@state.or.us email

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

Date: July 13, 2006

TOM CORBETT, Attorney General  
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:



JENNIFER J. KIRK  
Deputy Attorney General  
Commonwealth of Pennsylvania  
Pennsylvania Office of Attorney General  
Antitrust Section  
14<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120  
Telephone: (717) 787-4530  
Facsimile: (717) 705-7110

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

Date: July 6, 2006

HENRY McMASTER  
South Carolina Attorney General  
C. HAVIRD JONES, JR.  
Senior Assistant Attorney general

BY: 

C. HAVIRD JONES, JR.  
Senior Assistant Attorney General  
Office of the Attorney General  
P. O. Box 11549  
Columbia, SC 29211  
(803) 734-3680 (telephone)  
(803) 734-3677 (fax)

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

Dated: July 10, 2006

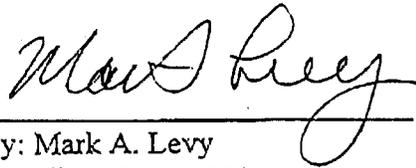
PAUL G. SUMMERS  
Attorney General of the State of Tennessee

By:   
S. ELIZABETH MARTIN, TN BPR # 13329  
Senior Counsel  
425 5th Avenue North  
Nashville, Tennessee 37243-0485  
615-532-5732

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

Dated: July 11, 2006  
Austin, Texas

Greg Abbott  
Attorney General



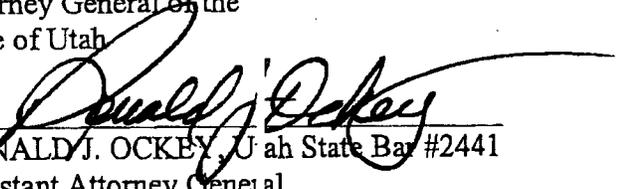
---

By: Mark A. Levy  
State Bar #24014555  
Assistant Attorney General  
Antitrust & Civil Medicaid Fraud Division  
Office of the Attorney General  
P.O. Box 12548  
Austin, Texas 78711-2548  
512-936-1847 voice  
512-320-0975 telecopy  
Mark.Levy@oag.state.tx.us

[re: California et al. v. Infineon, et al. Complaint]

Date: July 13, 2006

MARK L. SHURTLEFF  
Attorney General of the  
State of Utah

By: 

RONALD J. OCKEY, Utah State Bar #2441

Assistant Attorney General

Office of the Attorney General of Utah

160 East 300 South, Fifth Floor

Salt Lake City, Utah 84111

Tel. 801-366-0359

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  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609-1001  
(802) 828-1057

[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

By: *Sarah Oxenham Allen*  
SARAH OXENHAM ALLEN, VA Bar #33217  
Assistant Attorney General  
Antitrust & Consumer Litigation Section  
Office of the Attorney General  
900 East Main Street  
Richmond, VA 23219  
Tel. (804) 786-6557

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

ROB MCKENNA  
Attorney General  
TINA E. KONDO  
Senior Assistant Attorney General

A handwritten signature in black ink, appearing to read "Brady R. Johnson", is written over a horizontal line.

BRADY R. JOHNSON  
Assistant Attorney General  
900 Fourth Avenue, #2000  
Seattle, WA 98164  
206-464-7744  
206-587-5636(fax)

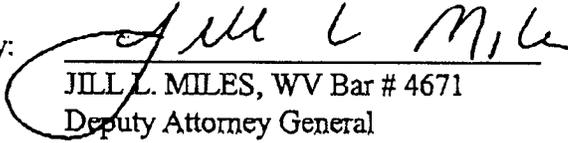
Dated: July 14, 2006

[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  
FRANCES A. HUGHES  
Chief Deputy Attorney General

By:

  
JILL L. MILES, WV Bar # 4671

Deputy Attorney General

DOUGLAS L. DAVIS, WV Bar # 5502

Assistant Attorney General

Office of the Attorney General

812 Quarrier Street, Floor 1

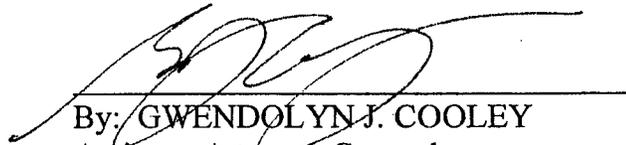
Charleston, West Virginia 25301

Tel. (304) 558-8986

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

Dated: July 6, 2006  
Madison, Wisconsin

PEGGY A. LAUTENSCHLAGER  
Attorney General

A handwritten signature in black ink, appearing to read 'Gwendolyn J. Cooley', is written over a horizontal line.

By: GWENDOLYN J. COOLEY  
Assistant Attorney General  
Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
(608) 261-5810 voice  
(608) 267-2778 facsimile  
cooleygj@doj.state.wi.us

**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**

**Infineon Technologies North America  
Corp.  
1730 N. First St.  
San Jose, CA 95112-4508**

**Julian Brew  
Kaye Scholer  
1999 Avenue of the Stars  
Suite 1700  
Los Angeles, CA 90067-6048  
(Counsel for Infineon Technologies AG  
and Infineon Technologies North America  
Corp.)**

**Hynix Semiconductor, Inc.  
SAN 136-1, Ami-Ri Bubal-eub  
Ichon-si, Kyongki-do  
Korea**

**Hynix Semiconductor America, Inc.  
3101 N. First St.  
San Jose, CA 95134-1934**

**Michael F. Tubach  
Embarcadero Center West  
275 Battery St.  
San Francisco, CA 94111  
(Counsel for Hynix Semiconductor, Inc.  
and Hynix Semiconductor America Inc.)**

**Micron Technology, Inc.  
8000 S. Federal Way  
Boise, ID 93716-9632**

**Micron Semiconductor Products, Inc.  
8000 S. Federal Way  
Boise, ID 83716-9632**

**Joel S. Sanders**  
**Gibson, Dunn & Crutcher**  
**One Montgomery Street**  
**Montgomery Tower 31st Floor**  
**San Francisco, CA 94104**  
**(Counsel for Micron Technology Inc.**  
**and Micron Semiconductor Products Inc.)**

**Mosel Vitelic, Inc.**  
**No. 19 Li Hsin Road**  
**Hsinchu Science Based Industrial Park**  
**Hsinchu, Taiwan, R.O.C.**

**Mosel Vitelic Corporation**  
**3910 N. First St.**  
**San Jose, CA 95134-1501**

**William M. Goodman**  
**Topel & Goodman**  
**832 Sansome St., 4th Floor**  
**San Francisco, CA 94111**  
**(Counsel for Mosel Vitelic, Inc.**  
**and Mosel Vitelic Corporation)**

**Nanya Technology Corporation**  
**HWA YA Technology Park 669**  
**Fu Hsing 3rd Rd.**  
**Kueishan, Taoyuan, Taiwan, R.O.C.**

**Nanya Technology Corporation USA, Inc.**  
**5104 Old Ironsides Dr., Suite 113**  
**Santa Clara, CA 95054-1163**

**Howard M. Ullman**  
**The Orrick Building**  
**405 Howard Street**  
**San Francisco, CA 94105**  
**(Counsel for Nanya Technology**  
**Corporation and Nanya Technology**  
**Corporation USA, Inc.)**

**Elpida Memory, Inc.**  
**Sumitomo Seimei Yaesu Bldg. 3f**  
**2-1, Yaseu 2-chome**  
**Chuo-ku, Tokyo 104-0028, JAPAN**

**Elpida Memory (USA) Inc.**  
**2001 Walsh Ave.**  
**Santa Clara, CA 95050-2522**

**Harrison Frahn**  
**Simpson Thacher**  
**2550 Hanover Street**  
**Palo Alto, CA 94304-1115**  
**(Counsel for Elpida Memory Inc.**  
**and Elpida Memory (USA) Inc.)**

**NEC Electronics America, Inc.**  
**2880 Scott Blvd.**  
**Santa Clara, CA 95050-2554**

**Paul R. Griffin**  
**Thelen Reid & Priest**  
**101 Second St., Suite 1800**  
**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

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Typed Name

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Signature