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21 *Yingli Green Energy Americas, Inc.*

22 UNITED STATES DISTRICT COURT
23 FOR THE NORTHERN DISTRICT OF CALIFORNIA
24 OAKLAND DIVISION

25 R. Todd Neilson, as Liquidating Trustee on
26 behalf of Solyndra Residual Trust,

27 Plaintiff,

28 v.

Suntech Power Holdings Co., Ltd., Suntech
America, Inc., Trina Solar Limited, Trina Solar
(U.S.), Inc., Yingli Green Energy Holding
Company Limited, Yingli Green Energy
Americas, Inc.,

Defendants.

CASE No. CV-12-05272-SBA (EDL)

**YINGLI DEFENDANTS' ANSWER TO
THE AMENDED COMPLAINT OF
PLAINTIFF R. TODD NEILSON, AS
LIQUIDATING TRUSTEE ON BEHALF
OF SOLYNDRA RESIDUAL TRUST**

DEMAND FOR JURY TRIAL

1 Pursuant to Rule 7 and 8 of the Federal Rules of Civil Procedure, Defendants Yingli Green
2 Energy Holding Company Limited and Yingli Green Energy Americas, Inc. (together, “the Yingli
3 Defendants”), by and through their undersigned attorneys, hereby answer the Amended Complaint
4 of Plaintiff R. Todd Neilson, as Liquidating Trustee on behalf of Solyndra Residual Trust
5 (“Amended Complaint”) as follows:

6 **GENERAL DENIAL**

7 The Yingli Defendants deny all allegations in the Amended Complaint not specifically
8 admitted below and deny that Plaintiff is entitled to any relief in this action. The Yingli
9 Defendants make the admissions and denials below with respect to the Yingli Defendants only,
10 and reserve all rights to object to allegations that are based on the actions of any predecessors,
11 successors, subsidiaries, affiliates, or entities the Yingli Defendants own or control that are not a
12 party to this lawsuit. With respect to allegations in the Amended Complaint that are directed
13 toward other defendants with which the Yingli Defendants are not affiliated and that are not
14 specifically admitted below, the Yingli Defendants lack information or knowledge sufficient to
15 admit those allegations, and deny those allegations on that ground as well as any other ground
16 stated herein.

17 **RESPONSES TO ALLEGATIONS OF THE AMENDED COMPLAINT**

18 1. The Yingli Defendants admit that the liquidating trustee for Solyndra purports to
19 bring this action against it and the other named defendants pursuant to U.S. antitrust law and other
20 California laws. The Yingli Defendants deny allegations contained in paragraph 1 not involving
21 the Yingli Defendants for lack of knowledge or information sufficient to form a basis of belief as
22 to their truth. The Yingli Defendants otherwise deny the allegations contained in paragraph 1.

23 2. Yingli Green Energy Holding Company admits that it sold American Depositary
24 Shares on the New York Stock Exchange. The Yingli Defendants deny allegations contained in
25 paragraph 2 not involving the Yingli Defendants for lack of knowledge or information sufficient
26 to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the allegations
27 contained in paragraph 2.

28 3. The Yingli Defendants deny the allegations contained in the second sentence of

1 paragraph 3 as well as any allegations in paragraph 3 not involving the Yingli Defendants for lack
2 of knowledge or information sufficient to form a basis of belief as to their truth. The Yingli
3 Defendants otherwise deny the allegations contained in paragraph 3.

4 4. Yingli Green Energy Holding Company admits that as of December 31, 2011,
5 Yingli Green Energy Holding Company Limited was incorporated in the Cayman Islands and had
6 a registered address at a P.O. box there. The Yingli Defendants deny allegations regarding the
7 senior-most executives of Trina and Suntech and any other allegations in paragraph 4 not
8 involving the Yingli Defendants for lack of knowledge or information sufficient to form a basis of
9 belief as to their truth. The Yingli Defendants otherwise deny the allegations contained in
10 paragraph 4.

11 5. The Yingli Defendants deny the allegations contained in paragraph 5.

12 6. The Yingli Defendants aver that findings by the Department of Commerce
13 (“Commerce”) and the International Trade Commission (“ITC”) speak for themselves and deny
14 Plaintiff’s characterization thereof. The Yingli Defendants otherwise deny the allegations
15 contained in paragraph 6.

16 7. Paragraph 7 consists only of Plaintiff’s characterization of its own claims, to which
17 no response is required. To the extent a response is required, the Yingli Defendants deny the
18 allegations in paragraph 7.

19 8. Paragraph 8 consists of a legal conclusion, to which no response is required. To the
20 extent a response is required, the Yingli Defendants deny the allegations contained in paragraph 8.

21 9. Paragraph 9 consists of a legal conclusion, to which no response is required. To the
22 extent a response is required, the Yingli Defendants deny the allegations contained in paragraph 9.

23 10. Paragraph 10 consists of a legal conclusion, to which no response is required. To
24 the extent a response is required, the Yingli Defendants deny the allegations contained in
25 paragraph 10.

26 11. The Yingli Defendants deny the allegations contained in the first sentence of
27 paragraph 11. The Yingli Defendants deny that Solyndra LLC suffered injuries in Alameda
28 County as a result of Defendants’ actions and otherwise deny the remaining allegations in the

1 second sentence of paragraph 11 for lack of sufficient knowledge or information to form a basis of
2 belief as to their truth.

3 12. The Yingli Defendants deny that Solyndra suffered injury as described in the
4 Amended Complaint. The Yingli Defendants otherwise deny the allegations in paragraph 12 for
5 lack of sufficient knowledge or information to form a basis of belief as to their truth.

6 13. Paragraph 13 consists only of Plaintiff's characterization of its own products,
7 business, and bankruptcy, to which no response is required. To the extent a response is required,
8 the Yingli Defendants deny the allegations in paragraph 13 for lack of sufficient knowledge or
9 information to form a basis of belief as to their truth.

10 14. The Yingli Defendants aver that proceedings by ITC and Commerce speak for
11 themselves and deny Plaintiff's characterization thereof. Paragraph 14 otherwise consists of
12 Plaintiff's characterization of defendant Suntech Power Holdings Co. Ltd.'s products and
13 business, to which no response is required by the Yingli Defendants. To the extent a response is
14 required, the Yingli Defendants deny the allegations contained in paragraph 14, including footnote
15 1 to paragraph 14, for a lack of sufficient knowledge or information to form a basis of belief as to
16 their truth.

17 15. Paragraph 15 consists of Plaintiff's characterization of defendant Suntech
18 America's products and business, to which no response is required by the Yingli Defendants. To
19 the extent a response is required, the Yingli Defendants deny the allegations contained in
20 paragraph 15 for a lack of sufficient knowledge or information to form a basis of belief as to their
21 truth.

22 16. The Yingli Defendants aver that proceedings by ITC and Commerce speak for
23 themselves and deny Plaintiff's characterization thereof. Paragraph 16 and footnote 2 otherwise
24 consist of Plaintiff's characterization of defendant Trina Solar Limited's products and business, to
25 which no response is required by the Yingli Defendants. To the extent a response is required, the
26 Yingli Defendants deny the allegations contained in paragraph 16 and footnote 2 for a lack of
27 sufficient knowledge or information to form a basis of belief as to their truth.

28 17. Paragraph 17 consists of Plaintiff's characterization of defendant Trina Solar

1 (U.S.)’s products and business, to which no response is required by the Yingli Defendants. To the
2 extent a response is required, the Yingli Defendants deny the allegations contained in paragraph
3 17 for a lack of sufficient knowledge or information to form a basis of belief as to their truth.

4 18. Yingli Green Energy Holding Company admits that it (1) manufactures
5 photovoltaic solar panels; (2) is a New York Stock Exchange listed company incorporated in the
6 Cayman Islands; (3) is managed from its executive offices in Baoding, Hebei Province, China; (4)
7 listed its ADS on the New York Stock Exchange; (5) completed its initial public offering on June
8 13, 2007; and (6) sells products under the brand name “Yingli Solar.” Yingli Americas admits
9 that it has, at various times, had a marketing partnership with U.S. Soccer and a marketing
10 partnership with a U.S. football team. The Yingli Defendants admit that they requested to be
11 voluntary respondents in proceedings before the ITC and Commerce in Washington, D.C. The
12 Yingli Defendants aver that proceedings before the ITC and Commerce speak for themselves, and
13 deny Plaintiff’s characterization thereof. The Yingli Defendants otherwise deny the allegations
14 contained in paragraph 18.

15 19. Yingli Americas admits that it (1) is a wholly-owned subsidiary of Yingli Green
16 Energy (International) Holding Company Limited; (2) is a Delaware limited liability company; (3)
17 conducts business in San Francisco, California; and (4) is headquartered in San Francisco and
18 New York City. The Yingli Defendants further admit that they report consolidated financial
19 statements. The Yingli Defendants deny the allegations in the first clause of the third sentence of
20 paragraph 19 for lack of information or knowledge sufficient to form a basis of belief as to their
21 truth and otherwise deny all other allegations contained within paragraph 19.

22 20. To the extent the allegations in paragraph 20 concern persons other than the Yingli
23 Defendants, the Yingli Defendants deny them for a lack of knowledge or information sufficient to
24 form a basis of belief as to their truth. The Yingli Defendants otherwise deny the allegations
25 contained in paragraph 20.

26 21. The first sentence of paragraph 21 is Plaintiff’s characterization of the China New
27 Energy Chamber of Commerce (“China New Energy”) and does not require a response. To the
28 extent a response is required, the Yingli Defendants admit that China New Energy is a trade

1 association in China for solar and other renewable energy sources, but otherwise deny the
2 allegations contained in the first sentence of paragraph 21. The Yingli Defendants deny that they
3 are members of China New Energy and otherwise deny the allegations contained in paragraph 21.

4 22. The first four sentences of paragraph 22 include Plaintiff's characterization of
5 China's National Energy Administration and do not require a response. To the extent a response
6 is required, the Yingli Defendants (1) aver that the Five-Year Plan for the Solar Photovoltaic
7 Industry speaks for itself, and deny Plaintiff's characterization thereof; and (2) otherwise deny the
8 allegations contained in the first four sentences of paragraph 22 for a lack of knowledge or
9 information sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise
10 deny the allegations contained in paragraph 22.

11 23. To the extent the allegations contained in paragraph 23 involve entities other than
12 the Yingli Defendants, the Yingli Defendants deny them for a lack of knowledge or information
13 sufficient to form a basis of belief as to their truth. The Yingli Defendants aver that proceedings
14 by Commerce speak for themselves and deny Plaintiff's characterization thereof. The Yingli
15 Defendants otherwise deny the allegations in paragraph 23.

16 24. The Yingli Defendants admit that polysilicion is a raw material used to produce
17 their solar panels, and that they, at various times, have obtained polysilicon from Chinese
18 polysilicon manufacturers. The Yingli Defendants aver that findings by Commerce speak for
19 themselves and therefore deny Plaintiff's characterization thereof. To the extent the allegations
20 contained in paragraph 24 involve entities other than the Yingli Defendants, the Yingli Defendants
21 deny them for a lack of knowledge or information sufficient to form a basis of belief as to their
22 truth. The Yingli Defendants otherwise deny the allegations in paragraph 24.

23 25. Paragraph 25 is a legal conclusion that requires neither admission nor denial. To
24 the extent a response is required, the Yingli Defendants deny the allegations contained in
25 paragraph 25.

26 26. The Yingli Defendants admit that solar panels can be placed on commercial and
27 industrial rooftops to generate renewable solar electricity. Paragraph 26 otherwise consists of
28 Plaintiff's characterization of its own products, to which no response is required. To the extent a

1 response is required, the Yingli Defendants deny the allegations in paragraph 26 for lack of
2 information or knowledge sufficient to form a basis of belief as to their truth.

3 27. The Yingli Defendants admit that they offer products that are installed on
4 commercial and industrial rooftop systems where power is consumed, avoiding certain
5 infrastructure costs of a centralized electricity generation system. The Yingli Defendants
6 otherwise aver that paragraph 27 consists of Plaintiff's characterization of the market for its
7 products, to which no response is required. To the extent a response is required, the Yingli
8 Defendants deny the allegations in paragraph 27 for lack of information or belief sufficient to form
9 a basis of belief as to their truth.

10 28. Paragraph 28 consists only of Plaintiff's characterization of its own products, to
11 which no response is required. To the extent a response is required, the Yingli Defendants deny
12 the allegations in paragraph 28 for lack of information or belief sufficient to form a basis of belief
13 as to their truth.

14 29. The Yingli Defendants admit that there is a potentially large number of commercial
15 and industrial rooftops in the United States on which solar panels could be installed. The Yingli
16 Defendants otherwise deny the allegations contained in paragraph 29 for a lack of knowledge or
17 information sufficient to form a basis of belief as to their truth.

18 30. Paragraph 30 consists only of Plaintiff's characterization of its own products, to
19 which no response is required. To the extent a response is required, the Yingli Defendants deny
20 the allegations in paragraph 30 for a lack of knowledge or information sufficient to form a basis of
21 belief as to their truth.

22 31. The Yingli Defendants deny the allegations contained in paragraph 31 for a lack of
23 knowledge or information sufficient to form a basis of belief as to their truth.

24 32. The Yingli Defendants admit that their polysilicon solar panels are used in solar
25 power-generation systems mounted on commercial and industrial rooftops that convert sunlight
26 into electricity. To Yingli Defendants otherwise aver that paragraph 32 includes legal conclusions
27 that do not require any response. To the extent a response is required, the Yingli Defendants deny
28 the allegations contained in paragraph 32.

1 33. The first sentence of paragraph 33 consists of a legal conclusion and therefore no
2 response is required. To the extent a response is required, the Yingli Defendants deny the
3 allegations contained in the first sentence of paragraph 33. The Yingli Defendants aver that
4 findings by the ITC and Commerce speak for themselves and deny Plaintiff's characterizations
5 thereof. The Yingli Defendants deny the allegations contained in the last sentence of paragraph 33
6 for lack of information or knowledge sufficient to form a basis of belief as to their truth. The
7 Yingli Defendants otherwise deny the allegations contained in paragraph 33 except that Yingli
8 Americas admits that it operates in the United States.

9 34. The Yingli Defendants admit that they sell solar modules in the United States that
10 can be used in commercial and industrial rooftop applications. The Yingli Defendants otherwise
11 deny the allegations contained in paragraph 34.

12 35. Paragraph 35 consists of Plaintiff's legal conclusion regarding the relevant product
13 market to which no response is required. If a response is required, the Yingli Defendants deny the
14 allegations contained in paragraph 35.

15 36. Paragraph 36 consists of Plaintiff's characterization of commercial and industrial
16 rooftops solar energy-producing systems to which no response is required. If a response is
17 required, the Yingli Defendants deny the allegations contained in paragraph 36.

18 37. Paragraph 37 consists of Plaintiff's characterizations of the business of producing
19 solar energy-producing systems to which no response is required. If a response is required, the
20 Yingli Defendants deny the allegations contained in paragraph 37.

21 38. Paragraph 38 consists of Plaintiff's characterizations of technology for commercial
22 and industrial rooftops solar energy-producing systems to which no response is required. If a
23 response is required, the Yingli Defendants deny the allegations contained in paragraph 38.

24 39. Paragraph 39 consists of Plaintiff's characterizations of the commercial and
25 industrial rooftop market to which no response is required. If a response is required, the Yingli
26 Defendants deny the allegations contained in paragraph 39.

27 40. The Yingli Defendants deny the allegations contained in paragraph 40.

28 41. The Yingli Defendants deny the allegations contained in paragraph 41.

1 42. Paragraph 42 consists of Plaintiff's characterizations and explanations of
2 terminology, to which no response is required. To the extent a response is required, the Yingli
3 Defendants admit that PV solar power utilizes the photovoltaic effect to convert sunlight into
4 electricity. The Yingli Defendants otherwise deny the allegations contained in paragraph 42 and
5 footnote 3.

6 43. The Yingli Defendants admit that common PV materials include monocrystalline
7 silicon, polycrystalline silicon (also called polysilicon), amorphous silicon, copper indium gallium
8 diselenide ("CIGS"), and cadmium telluride. The Yingli Defendants otherwise deny the allegations
9 contained in paragraph 43 for lack of knowledge or information sufficient to form a basis of belief
10 as to their truth.

11 44. Paragraph 44 and footnote 4 to paragraph 44 consist of Plaintiff's characterizations
12 and explanations of terminology, to which no response is required. To the extent a response is
13 required, the Yingli Defendants admit the allegations contained in paragraph 44.

14 45. The Yingli Defendants admit that, for PV solar energy connected to the electric
15 grid, an inverter is required to convert DC power from solar panels to AC power used in the grid.
16 The Yingli Defendants otherwise deny the allegations contained in paragraph 45.

17 46. The Yingli Defendants admit that solar panels may be comprised of flat
18 polysilicon-based solar cells constructed into a plane. The Yingli Defendants otherwise deny the
19 allegations contained in paragraph 46.

20 47. Paragraph 47 consists only of Plaintiff's characterization of solar panel technology,
21 to which no response is required. If a response is required, the Yingli Defendants admit the
22 allegations contained in paragraph 47.

23 48. Paragraph 48 consists only of Plaintiff's characterization of solar panel technology,
24 to which no response is required. If a response is required, the Yingli Defendants deny the
25 allegations contained in paragraph 48.

26 49. Paragraph 49 consists only of Plaintiff's characterization of solar panel technology,
27 to which no response is required. If a response is required, the Yingli Defendants deny the
28 allegations contained in paragraph 49.

1 50. Paragraph 50 consists only of Plaintiff's characterization of solar panel technology,
2 to which no response is required. If a response is required, the Yingli Defendants deny the
3 allegations contained in paragraph 50.

4 51. Paragraph 51 consists only of Plaintiff's characterization of solar panel technology,
5 to which no response is required. If a response is required, the Yingli Defendants deny the
6 allegations contained in paragraph 51 for lack of knowledge or information sufficient to form a
7 basis of belief as to their truth.

8 52. The Yingli Defendants admit the allegations contained in the first sentence of
9 paragraph 52. The Yingli Defendants admit that polysilicon is a necessary component in
10 manufacturing the Yingli Defendants' solar panels. The Yingli Defendants deny the allegations
11 contained in the second sentence of paragraph 52 and otherwise deny the allegations contained in
12 paragraph 52 for lack of knowledge or information sufficient to form a basis of belief as to their
13 truth.

14 53. The Yingli Defendants deny the allegations contained in paragraph 53.

15 54. The Yingli Defendants aver that the ITC's findings speak for themselves and deny
16 Plaintiff's characterizations thereof. The Yingli Defendants otherwise deny the allegations
17 contained in paragraph 54.

18 55. Paragraph 55 consists only of Plaintiff's characterization of its own products, to
19 which no response is required. To the extent a response is required, the Yingli Defendants deny
20 the allegations as they relate to entities other than the Yingli Defendants in paragraph 55 for lack
21 of knowledge or information sufficient to form a basis of belief as to their truth. The Yingli
22 Defendants otherwise deny the allegations contained in paragraph 55.

23 56. Paragraph 56 consists only of Plaintiff's characterization of its own products, to
24 which no response is required. To the extent a response is required, the Yingli Defendants deny
25 the allegations in paragraph 56 for lack of knowledge or information sufficient to form a basis of
26 belief as to their truth.

27 57. Paragraph 57 consists only of Plaintiff's characterization of its own products, to
28 which no response is required. To the extent a response is required, the Yingli Defendants deny

1 the allegations contained in paragraph 57 for lack of knowledge or information sufficient to form a
2 basis of belief as to their truth.

3 58. Paragraph 58 consists of Plaintiff's characterization of its own products, to which
4 no response is required. To the extent a response is required, the Yingli Defendants deny the
5 allegations in paragraph 58 for lack of knowledge or information sufficient to form a basis of
6 belief as to their truth.

7 59. The Yingli Defendants deny the allegations contained in the second sentence of
8 paragraph 59. The Yingli Defendants otherwise deny the allegations in paragraph 59 for lack of
9 knowledge or information sufficient to form a basis of belief as to their truth.

10 60. Paragraph 60 consists only of Plaintiff's characterization of its own products, to
11 which no response is required. To the extent a response is required, the Yingli Defendants deny
12 the allegations contained in paragraph 60 for lack of knowledge or information sufficient to form a
13 basis of belief as to their truth.

14 61. The Yingli Defendants deny the allegations contained in paragraph 61 for lack of
15 knowledge or information sufficient to form a basis of belief as to their truth.

16 62. The Yingli Defendants deny the allegations contained in the first two sentences of
17 paragraph 62 to the extent they pertain to the Yingli Defendants' products. The Yingli Defendants
18 otherwise deny the allegations contained in paragraph 62 for lack of information or knowledge
19 sufficient to form a basis of belief as to their truth.

20 63. Paragraph 63 consists only of Plaintiff's characterization of its own products, to
21 which no response is required. To the extent a response is required, the Yingli Defendants deny
22 the allegations in paragraph 63 for lack of information or knowledge sufficient to form a basis of
23 belief as to their truth.

24 64. Paragraph 64 consists only of Plaintiff's characterization of its own products, to
25 which no response is required. To the extent a response is required, the Yingli Defendants deny
26 the allegations in paragraph 64 for lack of information or knowledge sufficient to form a basis of
27 belief as to their truth.

28 65. Paragraph 65 consists only of Plaintiff's characterization of its own products, to

1 which no response is required. To the extent a response is required, the Yingli Defendants deny
2 the allegations in paragraph 65 for lack of information or knowledge sufficient to form a basis of
3 belief as to their truth.

4 66. Paragraph 66 consists only of Plaintiff's characterization of its own products, to
5 which no response is required. To the extent a response is required, the Yingli Defendants deny
6 the allegations in paragraph 66 for lack of information or knowledge sufficient to form a basis of
7 belief as to their truth.

8 67. To the extent the allegations contained in paragraph 67 consist of Plaintiff's
9 characterization of its own products, no response is required. To the extent a response is required,
10 the Yingli Defendants deny the allegations contained in paragraph 67.

11 68. Paragraph 68 consists only of Plaintiff's characterization of its own products, to
12 which no response is required. To the extent a response is required, the Yingli Defendants deny
13 the allegations in paragraph 68 for lack of information or knowledge sufficient to form a basis of
14 belief as to their truth.

15 69. The TECHNOLOGY REVIEW and WALL STREET JOURNAL review speak for
16 themselves, and the Yingli Defendants therefore deny Plaintiff's characterizations thereof.

17 70. Paragraph 70 consists only of Plaintiff's characterization of its own technology,
18 business model, loans, and investment, to which no response is required. To the extent a response
19 is required, the Yingli Defendants deny the allegations in paragraph 70 for lack of information or
20 knowledge sufficient to form a basis of belief as to their truth.

21 71. Paragraph 71 consists only of Plaintiff's characterization of its own products, to
22 which no response is required. To the extent a response is required, the Yingli Defendants deny
23 the allegations in paragraph 71 for lack of information or knowledge sufficient to form a basis of
24 belief as to their truth.

25 72. Paragraph 72 consists only of Plaintiff's characterization of its own products, to
26 which no response is required. To the extent a response is required, the Yingli Defendants deny
27 the allegations in paragraph 72 for lack of information or knowledge sufficient to form a basis of
28 belief as to their truth.

1 73. Paragraph 73 consists only of Plaintiff's characterization of its own products, to
2 which no response is required. To the extent a response is required, the Yingli Defendants deny
3 the allegations in the first three sentences of paragraph 73 for lack of information or knowledge
4 sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the
5 allegations contained in paragraph 73.

6 74. The Yingli Defendants deny the allegations contained in paragraph 74.

7 75. The second sentence of paragraph 75 consists only of Plaintiff's characterization of
8 its own business, to which no response is required. To the extent a response is required, the Yingli
9 Defendants deny the allegations in the second sentence of paragraph 75 for lack of information or
10 knowledge sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise
11 deny the allegations contained in paragraph 75.

12 76. The Yingli Defendants deny the allegations contained in paragraph 76.

13 77. The Yingli Defendants deny the allegations contained in paragraph 77.

14 78. The Yingli Defendants deny the allegations contained in paragraph 78.

15 79. The Yingli Defendants deny the allegations contained in paragraph 79.

16 80. The Yingli Defendants deny the allegations contained in paragraph 80.

17 81. The Yingli Defendants deny the allegations contained in paragraph 81.

18 82. The Yingli Defendants deny the allegations contained in paragraph 82.

19 83. The Yingli Defendants deny the allegations contained in paragraph 83.

20 84. To the extent involving entities other than the Yingli Defendants, the Yingli
21 Defendants deny the allegations contained in paragraph 84 for lack of knowledge or information
22 sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the
23 allegations contained in paragraph 84.

24 85. The Yingli Defendants deny the allegations contained in paragraph 85.

25 86. The Yingli Defendants deny that they are members of China New Energy and
26 otherwise deny the allegations contained in paragraph 86.

27 87. The Yingli Defendants admit that the chairman of Yingli Green Energy Holding
28 Company has at various times served as a director of China New Energy. To the extent they

1 involve individuals or entities other than the Yingli Defendants, the Yingli Defendants deny the
2 allegations in paragraph 87 for lack of information or knowledge sufficient to form a basis of
3 belief as to their truth. The Yingli Defendants otherwise deny the allegations contained in
4 paragraph 87.

5 88. The Yingli Defendants deny the allegations contained in paragraph 88.

6 89. The Yingli Defendants admit that certain employees of either Yingli Green Energy
7 Holding Company and/or Yingli Green Energy Americas, Inc. have participated in annual China
8 New Energy International forums at various times. The Yingli Defendants deny that any Yingli
9 Defendant's chairman was featured as a speaker at any forum. To the extent they involve entities
10 other than the Yingli Defendants, the Yingli Defendants deny the allegations contained in
11 paragraph 89 for lack of knowledge or information sufficient to form a basis of belief as to their
12 truth. The Yingli Defendants otherwise deny the allegations contained in paragraph 89.

13 90. The Yingli Defendants deny the allegations contained in paragraph 90.

14 91. To the extent they involve individuals or entities other than the Yingli Defendants,
15 the Yingli Defendants deny the allegations in paragraph 91 for lack of information or knowledge
16 sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the
17 allegations contained in paragraph 91.

18 92. To the extent the allegations contained in paragraph 92 involve entities other than
19 the Yingli Defendants, the Yingli Defendants deny them for lack of information or knowledge
20 sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the
21 allegations contained in paragraph 92.

22 93. The Yingli Defendants deny the allegations in paragraph 93 for lack of information
23 or knowledge sufficient to form a basis of belief as to their truth.

24 94. The Yingli Defendants admit that certain employees of either Yingli Green Energy
25 Holding Company and/or Yingli Green Energy Americas, Inc. attended the China New Energy
26 forum on November 27-28, 2008. To the extent the allegations contained in paragraph 94 involve
27 entities other than the Yingli Defendants, the Yingli Defendants deny them for lack of information
28 or knowledge sufficient to form a basis of belief as to their truth. The Yingli Defendants

1 otherwise deny the allegations contained in paragraph 94.

2 95. To the extent not involving the Yingli Defendants, the Yingli Defendants deny the
3 allegations in paragraph 95 for lack of information or knowledge sufficient to form a basis of
4 belief as to their truth. The Yingli Defendants otherwise deny the allegations contained in
5 paragraph 95.

6 96. To the extent the allegations contained in paragraph 96 involve the Suntech or
7 Trina defendants, the Yingli Defendants deny them for lack of information or knowledge
8 sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the
9 allegations contained in paragraph 96.

10 97. The Yingli Defendants deny the allegations contained in paragraph 97.

11 98. The Yingli Defendants deny the allegations in paragraph 98 for lack of information
12 or knowledge sufficient to form a basis of belief as to their truth.

13 99. Yingli Green Energy Holding Company admits that, as of December 31, 2011,
14 Yingli Green Energy Holding Company Limited was incorporated in the Cayman Islands and had
15 a registered address at a P.O. box there. The Yingli Defendants deny the allegations in the second
16 sentence of paragraph 99 for lack of information or knowledge sufficient to form a basis of belief
17 as to their truth. The Yingli Defendants otherwise deny the allegations contained in paragraph 99.

18 100. The Yingli Defendants deny the allegations contained in the first, second, and last
19 sentence of paragraph 100. The Yingli Defendants aver that any findings from the United States
20 Energy Information Administration speak for themselves and deny Plaintiff's characterization
21 thereof. The Yingli Defendants otherwise deny the allegations contained in paragraph 100 for
22 lack of information or knowledge sufficient to form a basis of belief as to their truth.

23 101. The Yingli Defendants aver that any predictions of solar analysts speak for
24 themselves and deny Plaintiff's characterizations thereof. The Yingli Defendants otherwise deny
25 the allegations contained in paragraph 101.

26 102. The Yingli Defendants aver that any predictions of solar analysts speak for
27 themselves and deny Plaintiff's characterizations thereof. The Yingli Defendants deny the
28 allegations contained in the last sentence of paragraph 102 for lack of information or knowledge

1 sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the
2 allegations contained in paragraph 102.

3 103. The Yingli Defendants aver that any solar analyst speaks for himself or herself and
4 deny Plaintiff's characterizations thereof. The Yingli Defendants otherwise deny the allegations
5 contained in paragraph 103.

6 104. The Yingli Defendants aver that any findings by Barclays Capital speak for
7 themselves and deny Plaintiff's characterizations thereof. The Yingli Defendants otherwise deny
8 the allegations contained in paragraph 104.

9 105. The Yingli Defendants deny the allegations contained in paragraph 105 for lack of
10 information sufficient to form a basis of belief as to their truth.

11 106. The Yingli Defendants deny the allegations contained in paragraph 106 for lack of
12 information sufficient to form a basis of belief as to their truth.

13 107. The Yingli Defendants deny the allegations contained in paragraph 107 for lack of
14 information sufficient to form a basis of belief as to their truth.

15 108. The Yingli Defendants deny the allegations contained in paragraph 108.

16 109. The Yingli Defendants deny the allegations contained in paragraph 109 and
17 footnote 5.

18 110. The Yingli Defendants aver that any findings of the U.S. government speak for
19 themselves and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny
20 the allegations contained in paragraph 110.

21 111. The Yingli Defendants aver that the Lazard Capital Markets analysis cited in the
22 first sentence of footnote 6 to paragraph 111 speaks for itself, and deny Plaintiff's characterization
23 thereof. The second sentence of footnote 6 consists of Plaintiff's conclusion, to which no response
24 is required. To the extent a response is required, the Yingli Defendants deny the allegations
25 contained in the second sentence of footnote 6. The Yingli Defendants otherwise deny the
26 allegations contained in paragraph 111 and footnote 6.

27 112. The Yingli Defendants aver that the International Herald Tribune article speaks for
28 itself and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the

1 allegations contained in paragraph 112.

2 113. The Yingli Defendants deny the allegations contained in paragraph 113 for lack of
3 information or knowledge sufficient to form a basis of belief as to their truth.

4 114. The Yingli Defendants deny the allegations contained in paragraph 114.

5 115. The Yingli Defendants deny the allegations contained in paragraph 115.

6 116. The Yingli Defendants deny the allegations contained in paragraph 116 for lack of
7 information or knowledge sufficient to form a basis of belief as to their truth.

8 117. The Yingli Defendants deny the allegations contained in paragraph 117.

9 118. The Yingli Defendants aver that any statements by other solar manufacturers speak
10 for themselves, and deny Plaintiff's characterizations thereof. The Yingli Defendants otherwise
11 deny the allegations contained in paragraph 118.

12 119. The Yingli Defendants aver that any findings by Commerce speak for themselves
13 and deny Plaintiff's characterizations thereof. The Yingli Defendants otherwise deny the
14 allegations contained in paragraph 119.

15 120. The Yingli Defendants aver that any findings by Commerce speak for themselves
16 and deny Plaintiff's characterizations thereof. To the extent they involve entities other than the
17 Yingli Defendants, the Yingli Defendants deny the allegations contained in paragraph 120 for lack
18 of information or knowledge sufficient to form a basis of belief as to their truth. The Yingli
19 Defendants otherwise deny the allegations contained in paragraph 120.

20 121. The Yingli Defendants deny the allegations contained in the first two sentences of
21 paragraph 121 for lack of information or knowledge sufficient to form a basis of belief as to their
22 truth. The Yingli Defendants otherwise deny the allegations contained in paragraph 121.

23 122. To the extent the allegations in paragraph 122 concern Suntech, the Yingli
24 Defendants deny them for lack of knowledge or information sufficient to form a basis of belief as
25 to their truth. The Yingli Defendants otherwise deny the allegations contained in paragraph 122.

26 123. The Yingli Defendants deny the allegations contained in paragraph 123.

27 124. The Yingli Defendants aver that the ITC and Commerce investigations discussed in
28 paragraph 124 speak for themselves and deny Plaintiff's characterizations thereof. The allegations

1 contained in footnote 7 purport to state a legal conclusion that requires neither admission nor
2 denial. To the extent a response is required, the Yingli Defendants admit only that Plaintiff
3 purports to describe the statutory framework and case law on which the ITC and Commerce
4 investigations are based. The Yingli Defendants otherwise deny all allegations contained in
5 paragraph 124 and footnote 7.

6 125. The Yingli Defendants aver that the ITC and Commerce investigations discussed in
7 paragraph 124 speak for themselves and deny Plaintiff's characterizations thereof. The Yingli
8 Defendants otherwise deny the allegations contained in paragraph 125 for lack of information or
9 knowledge sufficient to form a basis of belief as to their truth.

10 126. The Yingli Defendants aver that the ITC and Commerce investigations discussed in
11 paragraph 126 speak for themselves and deny Plaintiff's characterizations thereof. The Yingli
12 Defendants otherwise deny the allegations contained in paragraph 126 for lack of information or
13 knowledge sufficient to form a basis of belief as to their truth.

14 127. The Yingli Defendants aver that the ITC and Commerce investigations discussed in
15 paragraph 127 speak for themselves and deny Plaintiff's characterizations thereof. The Yingli
16 Defendants otherwise deny the allegations contained in paragraph 127 for lack of information or
17 knowledge sufficient to form a basis of belief as to their truth.

18 128. The Yingli Defendants admit that certain of their employees testified at a U.S.
19 government hearing on November 8, 2011. The Yingli Defendants admit that they were
20 represented by counsel at this hearing and submitted briefs and provided oral argument at the
21 hearing. The Yingli Defendants admit that certain of their employees and counsel attended a
22 second hearing on October 3, 2012. The Yingli Defendants aver that the Commerce and ITC
23 proceedings speak for themselves and deny Plaintiff's characterization thereof. The Yingli
24 Defendants otherwise deny the allegations in paragraph 128 for lack of information or knowledge
25 sufficient to form a basis of belief as to their truth.

26 129. The Yingli Defendants admit that they requested to be considered voluntary
27 respondents in proceedings by Commerce and the ITC. The Yingli Defendants admit that they
28 responded to questionnaires and were represented by counsel. The Yingli Defendants aver that the

1 Commerce and ITC proceedings speak for themselves and deny Plaintiff's characterization
2 thereof. The Yingli Defendants otherwise deny the allegations in paragraph 129 and footnote 8 for
3 lack of information or knowledge sufficient to form a basis of belief as to their truth.

4 130. The Yingli Defendants aver that any findings by Commerce speak for themselves
5 and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the
6 allegations contained in paragraph 130.

7 131. The Yingli Defendants aver that any findings by Commerce speak for themselves
8 and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the
9 allegations contained in paragraph 131.

10 132. The Yingli Defendants aver that any findings by Commerce speak for themselves
11 and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the
12 allegations contained in paragraph 132.

13 133. The Yingli Defendants aver that any determination by Commerce speaks for itself
14 and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the
15 allegations contained in paragraph 133.

16 134. The Yingli Defendants aver that any findings by Commerce speak for themselves
17 and deny Plaintiff's characterization thereof. The last sentence of paragraph 134 consists of
18 Plaintiff's speculation, to which no response is required. To the extent a response is required, the
19 Yingli Defendants deny the allegations contained in paragraph 134.

20 135. The Yingli Defendants aver that any findings by Commerce speak for themselves,
21 and deny Plaintiff's characterization thereof. To the extent a response is required, the Yingli
22 Defendants deny the allegations contained in paragraph 135.

23 136. The Yingli Defendants aver that any findings by Commerce speak for themselves
24 and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the
25 allegations contained in paragraph 136.

26 137. The Yingli Defendants aver that any findings by Commerce speak for themselves
27 and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the
28 allegations contained in paragraph 137.

1 138. The Yingli Defendants aver that an analyst's opinion speaks for itself and deny
2 Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations
3 contained in paragraph 138.

4 139. The Yingli Defendants deny the allegations contained in paragraph 139.

5 140. The Yingli Defendants deny the allegations contained in paragraph 140 and
6 footnote 9 to the extent involving entities other than the Yingli Defendants for lack of information
7 or knowledge sufficient to form a basis of belief as to their truth. The Yingli Defendants
8 otherwise deny the allegations contained in paragraph 140.

9 141. The Yingli Defendants aver that any findings by the ITC and Commerce speak for
10 themselves and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny
11 the allegations contained in paragraph 141.

12 142. The Yingli Defendants aver that any findings by the ITC speak for themselves and
13 deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations
14 contained in paragraph 142 and footnote 10.

15 143. The Yingli Defendants aver that any findings by the ITC speak for themselves and
16 deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations
17 contained in paragraph 143.

18 144. The Yingli Defendants aver that any findings by the ITC speak for themselves and
19 deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations
20 contained in paragraph 144.

21 145. The Yingli Defendants aver that any findings by the ITC speak for themselves and
22 deny Plaintiff's characterization thereof in paragraph 145. The Yingli Defendants further aver that
23 any findings by the National Renewable Energy Laboratory and THE NEW YORK TIMES as
24 described in footnote 11 speak for themselves and deny Plaintiff's characterizations thereof.
25 Footnote 11 contains legal conclusions to which no response is required. To the extent a response
26 is required, the Yingli Defendants deny the allegations in paragraph 145 and footnote 11.

27 146. The Yingli Defendants aver that any findings by the ITC speak for themselves and
28 deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations

1 contained in paragraph 146.

2 147. The Yingli Defendants otherwise aver that any findings by the ITC speak for
3 themselves and deny Plaintiff's characterization thereof in paragraph 147. The Yingli Defendants
4 otherwise deny the allegations contained in paragraph 147.

5 148. The Yingli Defendants aver that the ITC proceedings and findings speak for
6 themselves and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny
7 the allegations contained in paragraph 148.

8 149. The Yingli Defendants aver that the ITC's findings speak for themselves and deny
9 Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations
10 contained in paragraph 149.

11 150. The Yingli Defendants aver that the ITC's findings speak for themselves and deny
12 Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations
13 contained in paragraph 150.

14 151. The first sentence of paragraph 151 consists of Plaintiff's legal conclusion, to
15 which no response is required. To the extent a response is required, the Yingli Defendants deny
16 the allegations contained in the first sentence of paragraph 151. The Yingli Defendants otherwise
17 deny the allegations contained in paragraph 151 for lack of information or knowledge sufficient to
18 form a basis of belief as to their truth.

19 152. The Yingli Defendants deny the allegations contained in paragraph 152.

20 153. The Yingli Defendants deny the allegations in the first sentence of paragraph 153
21 for lack of information or knowledge sufficient to form a basis of belief as to their truth. The
22 second sentence of paragraph 153 purports to state the conclusion of another entity, to which no
23 response is required by the Yingli Defendants. To the extent a response is required, the Yingli
24 Defendants deny the allegations contained in the second sentence of paragraph 153.

25 154. The Yingli Defendants deny the allegations in the first sentence of paragraph 154
26 for lack of information or knowledge sufficient to form a basis of belief as to their truth. The
27 second sentence of paragraph 154 purports to state the conclusion of another entity, to which no
28 response is required by the Yingli Defendants. To the extent a response is required, the Yingli

1 Defendants deny the allegations contained in the second sentence of paragraph 154.

2 155. The Yingli Defendants deny the allegations contained in paragraph 155.

3 156. The Yingli Defendants deny the allegations contained in paragraph 156.

4 157. To the extent paragraph 157 contains Plaintiff's conclusions, no response is
5 required by the Yingli Defendants. To the extent a response to paragraph 157 is required, the
6 Yingli Defendants deny the allegations contained therein.

7 158. To the extent paragraph 158 contains Plaintiff's conclusions, no response is
8 required by the Yingli Defendants. To the extent a response to paragraph 158 is otherwise
9 required, the Yingli Defendants deny the allegations contained therein.

10 159. Paragraph 159 consists of Plaintiff's conclusions, to which no response is required.
11 To the extent a response is required, the Yingli Defendants deny the allegations contained in
12 paragraph 159.

13 160. Paragraph 160 consists of Plaintiff's characterization of what it purports is the
14 opinion of a chief marketing officer of another U.S. solar manufacturer, to which no response is
15 required. To the extent a response is required, the Yingli Defendants deny the allegations
16 contained in paragraph 160.

17 161. The Yingli Defendants aver that a NEW YORK TIMES article speaks for itself and
18 deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny the allegations
19 contained in paragraph 161 for a lack of information or knowledge sufficient to form a basis of
20 belief as to their truth.

21 162. The Yingli Defendants deny the allegations contained in paragraph 162 for a lack
22 of information or knowledge sufficient to form a basis of belief as to their truth.

23 163. Yingli Green Energy Holding Company admits that it recorded a net loss of \$509.8
24 million for 2011 in its Form 20-F filed April 25, 2012. To the extent involving entities other than
25 the Yingli Defendants, the Yingli Defendants deny the allegations contained in paragraph 163 for
26 a lack of information or knowledge sufficient to form a basis of belief as to their truth. The Yingli
27 Defendants otherwise deny the allegations contained in paragraph 163.

28 164. The Yingli Defendants deny the allegations contained in paragraph 164.

1 165. The Yingli Defendants aver that any statements by Photon Consulting Group speak
2 for themselves and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise
3 deny the allegations contained in paragraph 165.

4 166. To the extent not involving the Yingli Defendants, the Yingli Defendants deny the
5 allegations contained in paragraph 166 for a lack of information or knowledge sufficient to form a
6 basis of belief as to their truth. The Yingli Defendants aver that footnote 12 consists of Plaintiff's
7 conclusions, to which no response is required by the Yingli Defendants. To the extent a response
8 is required, the Yingli Defendants deny the allegations contained in footnote 12.

9 167. The Yingli Defendants aver that the ITC and Commerce findings speak for
10 themselves and deny Plaintiff's characterization thereof. The Yingli Defendants otherwise deny
11 the allegations contained in paragraph 167 for a lack of information or knowledge sufficient to
12 form a basis of belief as to their truth.

13 168. The Yingli Defendants deny the allegations in the first sentence of paragraph 168
14 for lack of information or knowledge sufficient to form a basis of belief as to their truth. The
15 Yingli Defendants otherwise deny the allegations contained in paragraph 168.

16 169. The Yingli Defendants aver that any findings by analysts like Deutsche Bank speak
17 for themselves and deny Plaintiff's characterizations thereof. The second sentence of paragraph
18 169 consists of Plaintiff's conclusion, to which no response is required by the Yingli Defendants.
19 To the extent a response is required, the Yingli Defendants deny the allegations contained in the
20 second sentence of paragraph 169.

21 170. The Yingli Defendants aver that any findings by industry analysts speak for
22 themselves and deny Plaintiff's characterizations thereof. The Yingli Defendants otherwise deny
23 the allegations contained in paragraph 170.

24 171. The Yingli Defendants deny the allegations contained in paragraph 171.

25 172. The Yingli Defendants deny the allegations contained in the first sentence of
26 paragraph 172 for lack of information or knowledge sufficient to form a basis of belief as to their
27 truth. The Yingli Defendants otherwise deny the allegations contained in paragraph 172.

28 173. To the extent involving entities other than the Yingli Defendants, the Yingli

1 Defendants deny the allegations contained in paragraph 173 for lack of information or knowledge
2 sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise deny the
3 allegations contained in paragraph 173.

4 174. The Yingli Defendants aver that THE WALL STREET JOURNAL speaks for itself and
5 deny Plaintiff's characterizations thereof. The Yingli Defendants otherwise deny the allegations
6 contained in paragraph 174.

7 175. The Yingli Defendants aver that any statements by Representative Edward J.
8 Markey speak for themselves and deny Plaintiff's characterizations thereof. The Yingli
9 Defendants otherwise deny the allegations contained in paragraph 175.

10 176. The Yingli Defendants deny the allegations contained in paragraph 176.

11 177. The Yingli Defendants deny the allegations contained in paragraph 177.

12 178. To the extent paragraph 178 consists of Plaintiff's characterization of Energy
13 Conversion Devices's products, no response is required by the Yingli Defendants. To the extent a
14 response is required, the Yingli Defendants deny the allegations contained in paragraph 178.

15 179. The Yingli Defendants deny the allegations contained in paragraph 179.

16 180. The Yingli Defendants aver that research by the National Renewable Energy
17 Laboratory speaks for itself and deny Plaintiff's characterization thereof. The Yingli Defendants
18 otherwise deny the allegations contained in paragraph 180.

19 181. The Yingli Defendants admit that they have disclosed increases in their total
20 number of employees in recent years. The Yingli Defendants deny the allegations contained in
21 paragraph 181 to the extent not involving the Yingli entities for a lack of information or
22 knowledge sufficient to form a basis of belief as to their truth. The Yingli Defendants otherwise
23 deny the allegations contained in paragraph 181.

24 182. The Yingli Defendants deny the allegations contained in paragraph 182 to the
25 extent not involving the Yingli entities for a lack of information or knowledge sufficient to form a
26 basis of belief as to their truth. The Yingli Defendants also deny the allegations contained in the
27 third sentence of paragraph 182 for lack of information sufficient to form a basis of belief as to
28 their truth. The Yingli Defendants otherwise deny the allegations contained in paragraph 182.

1 183. The Yingli Defendants deny the allegations contained in paragraph 183.

2 184. Paragraph 184 consists only of Plaintiff's characterization of its own customer
3 agreements, to which no response is required. To the extent a response is required, the Yingli
4 Defendants deny the allegations contained in paragraph 184 for lack of information or knowledge
5 sufficient to form a basis of belief as to their truth.

6 185. The Yingli Defendants deny the allegations contained in paragraph 185.

7 186. Paragraph 186 consists only of Plaintiff's characterization of its own customer
8 agreements, to which no response is required. To the extent a response is required, the Yingli
9 Defendants deny the allegations contained in paragraph 186 for lack of information or knowledge
10 sufficient to form a basis of belief as to their truth.

11 187. The first sentence of paragraph 187 consists only of Plaintiff's characterization of
12 its own business, to which no response is required. To the extent a response is required, the Yingli
13 Defendants deny the allegations contained in the first sentence of paragraph 187 for lack of
14 information or knowledge sufficient to form a basis of belief as to their truth. The Yingli
15 Defendants otherwise deny the allegations contained in paragraph 187.

16 188. The Yingli Defendants aver that the press releases, newspaper articles, and SEC
17 filings cited by Plaintiff in paragraph 188 speak for themselves and deny Plaintiff's
18 characterization thereof. The Yingli Defendants otherwise deny the allegations contained in
19 paragraph 188.

20 189. The Yingli Defendants deny the allegations contained in paragraph 189.

21 190. The Yingli Defendants deny the allegations contained in paragraph 190.

22 191. The Yingli Defendants deny the allegations contained in paragraph 191.

23 192. Paragraph 192 consists only of Plaintiff's characterization of Carlisle Syntec, Inc.,
24 to which no response is required. To the extent a response is required, the Yingli Defendants deny
25 the allegations contained in paragraph 192 for lack of information or knowledge sufficient to form
26 a basis of belief as to their truth.

27 193. Paragraph 193 consists only of Plaintiff's characterization of a purported agreement
28 between Carlisle Syntec, Inc. and Solyndra, to which no response is required. To the extent a

1 response is required, the Yingli Defendants deny the allegations contained in paragraph 193 for
2 lack of information or knowledge sufficient to form a basis of belief as to their truth.

3 194. Paragraph 194 and footnotes 13 and 14 consist only of Plaintiff's characterization
4 of a purported agreement between Carlisle Syntec, Inc. and Solyndra, to which no response is
5 required. To the extent a response is required, the Yingli Defendants deny the allegations
6 contained in paragraph 194 and footnotes 13 and 14 for lack of information or knowledge
7 sufficient to form a basis of belief as to their truth.

8 195. Paragraph 195 consists only of Plaintiff's characterization of a purported agreement
9 between Carlisle Syntec, Inc. and Solyndra, to which no response is required. To the extent a
10 response is required, the Yingli Defendants deny the allegations contained in paragraph 195 for
11 lack of information or knowledge sufficient to form a basis of belief as to their truth.

12 196. Paragraph 196 consists only of Plaintiff's characterization of a purported agreement
13 between Carlisle Syntec, Inc. and Solyndra, to which no response is required. To the extent a
14 response is required, the Yingli Defendants deny the allegations contained in paragraph 196 for
15 lack of information or knowledge sufficient to form a basis of belief as to their truth.

16 197. The Yingli Defendants deny the allegations contained in paragraph 197.

17 198. The Yingli Defendants deny the allegations contained in paragraph 198.

18 199. Paragraph 199 consists only of Plaintiff's characterization of GeckoLogic, to which
19 no response is required. To the extent a response is required, the Yingli Defendants deny the
20 allegations contained in paragraph 199 for lack of information or knowledge sufficient to form a
21 basis of belief as to their truth.

22 200. Paragraph 200 consists only of Plaintiff's characterization of a purported agreement
23 between GeckoLogic and Solyndra, to which no response is required. To the extent a response is
24 required, the Yingli Defendants deny the allegations contained in paragraph 200 for lack of
25 information or knowledge sufficient to form a basis of belief as to their truth.

26 201. The Yingli Defendants deny the allegations contained in paragraph 201.

27 202. The Yingli Defendants deny the allegations contained in paragraph 202 and
28 footnote 15.

1 203. The Yingli Defendants deny the allegations contained in paragraph 203.

2 204. The Yingli Defendants deny the allegations contained in paragraph 204.

3 205. The Yingli Defendants deny the allegations contained in paragraph 205.

4 206. The Yingli Defendants deny the allegations contained in paragraph 206.

5 207. The Yingli Defendants deny the allegations contained in paragraph 207.

6 208. Paragraph 208 consists only of Plaintiff's characterization of USE to which no
7 response is required by the Yingli Defendants. To the extent a response is required, the Yingli
8 Defendants deny the allegations contained in paragraph 208 for lack of information or knowledge
9 sufficient to form a basis of belief as to their truth.

10 209. Paragraph 209 consists only of Plaintiff's characterization of a purported agreement
11 between USE and Solyndra, to which no response is required by the Yingli Defendants. To the
12 extent a response is required, the Yingli Defendants deny the allegations contained in paragraph
13 209 for lack of information or knowledge sufficient to form a basis of belief as to their truth.

14 210. The Yingli Defendants deny the allegations contained in paragraph 210.

15 211. The Yingli Defendants deny the allegations contained in paragraph 211.

16 212. The Yingli Defendants deny the allegations contained in paragraph 212.

17 213. The Yingli Defendants deny the allegations contained in paragraph 213.

18 214. The Yingli Defendants deny the allegations contained in paragraph 214.

19 215. The Yingli Defendants deny the allegations contained in paragraph 215.

20 216. The Yingli Defendants deny the allegations contained in paragraph 216.

21 217. The Yingli Defendants deny the allegations contained in paragraph 217.

22 **COUNT I**

23 218. Paragraph 218 states a conclusion to which no response is required. To the extent
24 any response is required, the Yingli Defendants incorporate their responses to each of the
25 preceding paragraphs.

26 219. The allegations contained in paragraph 219 purport to state a legal conclusion to
27 which no response is required.

28 220. The Yingli Defendants deny the allegations contained in paragraph 220.

1 221. The Yingli Defendants deny the allegations contained in paragraph 221.

2 222. The Yingli Defendants deny the allegations contained in paragraph 222.

3 223. The Yingli Defendants deny the allegations contained in paragraph 223.

4 224. The Yingli Defendants deny the allegations contained in paragraph 224.

5 225. The Yingli Defendants deny the allegations contained in paragraph 225.

6 226. The Yingli Defendants deny the allegations contained in paragraph 226.

7 227. The Yingli Defendants deny the allegations contained in paragraph 227.

8 **COUNT II**

9 228. Paragraph 228 states a conclusion to which no response is required. To the extent
10 any response is required, the Yingli Defendants incorporate their responses to each of the
11 preceding paragraphs.

12 229. The allegations contained in paragraph 229 purport to state a legal conclusion to
13 which no response is required.

14 230. The Yingli Defendants deny the allegations contained in paragraph 230.

15 231. The Yingli Defendants deny the allegations contained in paragraph 231.

16 232. The Yingli Defendants deny the allegations contained in paragraph 232.

17 233. The Yingli Defendants deny the allegations contained in paragraph 233.

18 234. The Yingli Defendants deny the allegations contained in paragraph 234.

19 235. The Yingli Defendants deny the allegations contained in paragraph 235.

20 236. The Yingli Defendants deny the allegations contained in paragraph 236.

21 237. The Yingli Defendants deny the allegations contained in paragraph 237.

22 **COUNT III**

23 238. Paragraph 238 states a conclusion to which no response is required. To the extent
24 any response is required, the Yingli Defendants incorporate their responses to each of the
25 preceding paragraphs.

26 239. The Yingli Defendants admit Plaintiff purports to describe Section 17043 of the
27 California Business and Professions Code, and accurately quotes from it.

28 240. The allegations contained in paragraph 240 purport to state a legal conclusion to

1 which no response is required.

2 241. The Yingli Defendants deny the allegations contained in paragraph 241.

3 242. The Yingli Defendants deny the allegations contained in paragraph 242.

4 243. The Yingli Defendants deny the allegations contained in paragraph 243.

5 244. The Yingli Defendants deny the allegations contained in paragraph 244.

6 245. The Yingli Defendants deny the allegations contained in paragraph 245.

7 246. The Yingli Defendants deny the allegations contained in paragraph 246.

8 **COUNT IV**

9 247. The allegations contained in paragraph 247 purport to state a legal conclusion to
10 which no response is required.

11 248. The Yingli Defendants deny the allegations contained in paragraph 248.

12 249. The Yingli Defendants deny the allegations contained in paragraph 249.

13 250. The Yingli Defendants deny the allegations contained in paragraph 250.

14 251. The Yingli Defendants deny the allegations contained in paragraph 251.

15 252. The Yingli Defendants deny the allegations contained in paragraph 252.

16 **COUNT V**

17 253. Paragraph 253 states a conclusion to which no response is required. To the extent
18 any response is required, the Yingli Defendants incorporate their responses to each of the
19 preceding paragraphs.

20 254. The Yingli Defendants deny the allegations contained in paragraph 254.

21 255. The Yingli Defendants deny the allegations contained in paragraph 255.

22 256. The Yingli Defendants deny the allegations contained in paragraph 256.

23 257. The Yingli Defendants deny the allegations contained in paragraph 257.

24 258. The Yingli Defendants deny the allegations contained in paragraph 258.

25 **SOLYNDRA PRAYER FOR RELIEF**

26 The Yingli Defendants deny the allegations contained in, and deny that Plaintiff is entitled
27 to any of the relief sought in, the “Prayer for Relief” contained on page 52 of the Amended
28 Complaint.

1 **YINGLI DEFENDANTS' DEMAND FOR A JURY TRIAL**

2 The Yingli Defendants hereby request a trial by jury on all issues so triable.

3 **YINGLI DEFENDANTS' AFFIRMATIVE DEFENSES**

4 The Yingli Defendants state the following defenses to Plaintiff's Amended Complaint.

5 Each defense is asserted as to all claims against Plaintiff's Amended Complaint. By setting forth
6 these affirmative defenses, the Yingli Defendants do not assume the burden of proving any fact,
7 issue, or element of a cause of action where such burden properly belongs to the Plaintiff.

8 Nothing herein is intended or shall be construed as an admission that any particular issue or
9 subject matter is relevant to Plaintiff's allegations.

10 As separate and distinct affirmative defenses, the Yingli Defendants allege as follows:

- 11 1. Plaintiff's Amended Complaint fails to state a claim upon which relief can be
12 granted against the Yingli Defendants.
- 13 2. Plaintiff's claims are barred, in whole or in part, because the Yingli Defendants'
14 alleged conduct did not unreasonably restrain trade and was lawful, justified, and pro-competitive,
15 constituted *bona fide* business practices, and was carried out in furtherance of the Yingli
16 Defendants' independent and legitimate business interests.
- 17 3. Plaintiff's claims are barred, in whole or in part, because Plaintiff does not have
18 standing to raise those claims.
- 19 4. Plaintiff's claims are barred, in whole or in part, because Plaintiff has not suffered
20 an injury-in-fact or antitrust injury actually or proximately caused by the Yingli Defendants'
21 alleged conduct.
- 22 5. Plaintiff's claims are barred, in whole or in part, because Plaintiff's alleged injuries,
23 to the extent they exist, were caused, in whole or in part, by (a) the prior, intervening, or
24 superseding conduct of such third parties over whom the Yingli Defendants are not responsible
25 and exercise no control; (b) market forces over which the Yingli defendants have no control;
26 and/or (c) Plaintiff's own acts or omissions.
- 27 6. Plaintiff's claims are barred, in whole or in part, by the doctrine of preemption.
- 28 7. Plaintiff's claims are barred, in whole or in part, because, to the extent that any

1 employee or agent of the Yingli Defendants engaged in any unlawful act or omission, any such act
2 or omission would have been committed by individuals acting *ultra vires*.

3 8. Plaintiff's claims are barred, in whole or in part, from recovery of damages to the
4 extent that any restitution or award of damages to Plaintiff would be excessive, punitive, and
5 disproportionate to any alleged injury suffered by Plaintiff.

6 9. Plaintiff is precluded from recovering damages, in whole or in part, because, and to
7 the extent of, its failure to mitigate its alleged damages, if any.

8 10. Plaintiff's claims are barred, in whole or in part, because Plaintiff has failed to
9 allege that any Yingli Defendant possessed or possesses market power in any legally cognizable
10 relevant market.

11 11. Plaintiff's claims are barred by the applicable statutes of limitations, including,
12 without limitation, 15 U.S.C. § 15b.

13 12. Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of laches.

14 13. Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of
15 unclean hands.

16 14. Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of
17 estoppel.

18 15. Plaintiff's claims are barred, in whole or in part, because there is not sufficient
19 nexus between the transactions at issue and California trade or commerce.

20 The Yingli Defendants have not knowingly and intentionally waived any applicable
21 defenses and hereby reserve the right, to the extent permitted by applicable law, to assert and rely
22 upon other defenses and affirmative defenses that become available or apparent through discovery,
23 through additional information, or for any other reason as this matter proceeds. The Yingli
24 Defendants reserve the right to amend or seek to amend its answers and/or its defenses for any
25 reason permitted by law.

26 **YINGLI DEFENDANTS' PRAYER FOR RELIEF**

27 WHEREFORE, having fully answered Plaintiff's Amended Complaint, the Yingli
28 Defendants request:

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1. That the Court enter judgment in favor of each Yingli Defendant;
2. That the Court award each Yingli Defendant its respective costs and expenses, including but not limited to its attorneys' fees; and
3. That the Court award further relief as deemed just and proper.

Dated: May 7, 2014

Respectfully submitted,

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ATTESTATION OF CONCURRENCE IN FILING

Pursuant to the Northern District of California’s General Order No. 45, Section X(B) and Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from Defendants’ counsel Matthew J. Reilly and Michael J. Garvey.

Dated: May 7, 2014

/s/ James G. Kreissman