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15 *Trina Solar Limited*  
16 *Trina Solar (U.S.), Inc.*

17 **UNITED STATES DISTRICT COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 THE SOLYNDRA RESIDUAL TRUST, BY  
21 AND THROUGH ITS LIQUIDATING  
22 TRUSTEE, R. TODD NEILSON

23 Plaintiff,

24 vs.

25 SUNTECH POWER HOLDINGS CO., LTD.,  
26 SUNTECH AMERICA, INC., TRINA SOLAR  
27 LIMITED, TRINA SOLAR (U.S.), INC.,  
28 YINGLI GREEN ENERGY HOLDING  
COMPANY LIMITED, YINGLI GREEN  
ENERGY AMERICAS, INC.,

Defendants.

Case No. 12-cv-5272-SBA (EDL)

**TRINA SOLAR LIMITED AND TRINA  
SOLAR (U.S.), INC.’S ANSWER TO  
PLAINTIFF’S AMENDED COMPLAINT  
FOR VIOLATIONS OF § 1 OF THE  
SHERMAN ANTITRUST ACT, THE  
CALIFORNIA UNFAIR PRACTICES ACT,  
THE CARTWRIGHT ACT, AND FOR  
TORTIOUS INTERFERENCE**

DEMAND FOR JURY TRIAL

Trina Solar Limited and Trina Solar (U.S.), Inc. (the “Trina Defendants”) hereby file their Answer to Plaintiff’s Amended Complaint (the “Complaint”) and state as follows:

**GENERAL DENIAL**

Except as otherwise expressly admitted, the Trina Defendants deny each and every allegation and averment in the Complaint, including, without limitation, all allegations and averments

1 contained in the preamble, headings, or subheadings of the Complaint. Allegations and averments in  
2 the Complaint to which no response is required shall be deemed Denied. The Trina Defendants  
3 expressly reserve the right to amend and/or supplement their Answer as may be necessary.

4 **SUMMARY OF THE ACTION**

5 1. The Trina Defendants admit that Solyndra purports to bring this action pursuant to  
6 federal antitrust laws and other California state laws. The Trina Defendants deny all remaining  
7 allegations of Paragraph 1.

8 2. Denied.

9 3. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of sentence 2 of Paragraph 3, and thus deny the same. The Trina Defendants deny all  
11 remaining allegations of Paragraph 3.

12 4. The Trina Defendants admit (1) that as of December 31, 2011 Trina Solar Limited  
13 had a P.O. Box address in the Cayman Islands, and (2) that at various times Trina Solar Limited's  
14 Chairman has been a board member of China New Energy Chamber of Commerce. The Trina  
15 Defendants lack sufficient knowledge or information to admit or deny the allegations of Paragraph 4  
16 regarding Yingli and Suntech, and thus deny the same. The Trina Defendants deny all remaining  
17 allegations of Paragraph 4.

18 5. Denied.

19 6. The Trina Defendants state that the documents cited in Paragraph 6 speak for  
20 themselves and deny Plaintiff's characterization of those documents. The Trina Defendants deny all  
21 remaining allegations of Paragraph 6.

22 7. The Trina Defendants admit that Plaintiff purports in its Complaint to seek damages.  
23 The Trina Defendants deny all remaining allegations of Paragraph 7.

24 8. The Trina Defendants admit that the Court has subject matter jurisdiction over the  
25 federal antitrust claims in this action under 15 U.S.C. § 15 and 28 U.S.C. §§ 1331 and 1337. The  
26 Trina Defendants deny that the Court has supplemental jurisdiction over Plaintiff's claim under  
27 California's Unfair Practices Act and Plaintiff's California tort claim for interference with

1 contractual relations. The Trina Defendants deny all remaining allegations of Paragraph 8.

2 9. The Trina Defendants admit that venue is proper in this District. The Trina  
3 Defendants deny all remaining allegations of Paragraph 9.

4 10. Denied.

5 11. The Trina Defendants deny the allegations of sentence 1 of Paragraph 11. The Trina  
6 Defendants lack sufficient knowledge or information to admit or deny the allegations of Paragraph  
7 11 regarding the location of Solyndra's headquarters, and thus deny the same. The Trina Defendants  
8 deny all remaining allegations of Paragraph 11.

9 12. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of sentence 1 of Paragraph 12, and thus deny the same. The Trina Defendants lack  
11 sufficient knowledge or information to admit or deny the allegations of Paragraph 12 regarding  
12 Solyndra's manufacturing, shipping, and management activities in California, and thus deny the  
13 same. The Trina Defendants deny all remaining allegations of Paragraph 12.

14 13. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
15 allegations of Paragraph 13, and thus deny the same.

16 14. The Trina Defendants state that the allegations of Paragraph 14 relate to another  
17 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
18 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
19 allegations of Paragraph 14, including footnote 1 to Paragraph 14, and thus deny the same. The  
20 Trina Defendants further state that the Commerce and ITC proceedings cited in Paragraph 14 speak  
21 for themselves and deny Plaintiff's characterization of those proceedings.

22 15. The Trina Defendants state that the allegations of Paragraph 15 relate to another  
23 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
24 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
25 allegations of Paragraph 15, and thus deny the same.

26 16. The Trina Defendants admit that as of December 31, 2011, Trina Solar Limited  
27 wholly owned eight subsidiaries that were incorporated in the United States. The Trina Defendants  
28

1 further admit that Trina Solar Limited is managed from China. The Trina Defendants further admit  
2 that Trina Solar Limited's subsidiaries have offices in Europe, North America, South America, and  
3 Asia. The Trina Defendants further admit that Trina Solar Limited reported in its March 29, 2012  
4 20-F that, as of December 31, 2011, it and its subsidiaries had \$2.8 billion in assets, more than \$2  
5 billion in revenues, and more than 14,000 employees. The Trina Defendants further admit that Trina  
6 Solar Limited's predecessor company, Changzhou Trina Solar Energy Co., Ltd., was incorporated in  
7 December 1997. The Trina Defendants further admit that, in anticipation of Trina Solar Limited's  
8 initial public offering, Trina Solar Limited was incorporated in the Cayman Islands as a listing  
9 vehicle on March 14, 2006. The Trina Defendants further admit that Trina Solar Limited acquired  
10 all of the equity interests in Changzhou Trina Solar Energy Co., Ltd. through a series of transactions  
11 that were accounted for as a recapitalization, and Changzhou Trina Solar Energy Co., Ltd. became  
12 Trina Solar Limited's wholly-owned subsidiary. The Trina Defendants further admit the allegations  
13 of sentences 2, 7, and 8 of Paragraph 16. The Trina Defendants state that the Commerce and ITC  
14 proceedings cited in Paragraph 16 speak for themselves and deny Plaintiff's characterization of those  
15 proceedings. The Trina Defendants deny all remaining allegations of Paragraph 16.

16 17. The Trina Defendants admit the allegations of sentence 1 of Paragraph 17. The Trina  
17 Defendants admit that Trina Solar Limited and Trina Solar (U.S.), Inc.'s financial statements are  
18 consolidated as reported to the SEC. The Trina Defendants deny all remaining allegations of  
19 Paragraph 17.

20 18. The Trina Defendants state that the allegations of Paragraph 18 relate to another  
21 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
22 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
23 allegations of Paragraph 18, and thus deny the same. The Trina Defendants further state that the  
24 Commerce and ITC proceedings cited in Paragraph 18 speak for themselves and deny Plaintiff's  
25 characterization of those proceedings.

26 19. The Trina Defendants state that the allegations of Paragraph 19 relate to another  
27 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is

1 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
2 allegations of Paragraph 19, and thus deny the same.

3 20. Denied.

4 21. The Trina Defendants admit (1) that China New Energy Chamber of Commerce  
5 (“China New Energy”) was established in 2006, (2) that China New Energy is a trade association in  
6 China for solar and other alternative energy sources, and (3) that, at various times, the Chairman of  
7 Trina Solar Limited has served on the board of China New Energy. The Trina Defendants lack  
8 sufficient knowledge or information to admit or deny the allegations of Paragraph 21 regarding the  
9 Suntech Chairman/CEO and the Yingli defendants, and thus deny the same. The Trina Defendants  
10 deny all remaining allegations of Paragraph 21.

11 22. The Trina Defendants state that the Five-Year Plan for the Solar Photovoltaic  
12 Industry cited in Paragraph 22 speaks for itself and deny Plaintiff’s characterization of that  
13 document. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
14 allegations of sentences 1 and 4 of Paragraph 22, and thus deny the same. The Trina Defendants  
15 deny all remaining allegations of Paragraph 22.

16 23. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
17 allegations of Paragraph 23 regarding the Suntech and Yingli defendants, and thus deny the same.  
18 The Trina Defendants state that the Commerce and ITC proceedings cited in Paragraph 23 speak for  
19 themselves and deny Plaintiff’s characterization of those proceedings. The Trina Defendants deny  
20 all remaining allegations of Paragraph 23.

21 24. The Trina Defendants admit that polysilicon is a raw material used in the production  
22 of the wafers that are processed into solar cells, which can be framed into modules that can be  
23 integrated into arrays. The Trina Defendants state that the Commerce documents and proceedings  
24 cited in this paragraph speak for themselves and deny Plaintiff’s characterization of those documents  
25 and proceedings. The Trina Defendants lack sufficient knowledge or information to admit or deny  
26 the allegations of Paragraph 24 regarding the Suntech and Yingli defendants, and thus deny the  
27 same. The Trina Defendants deny all remaining allegations of Paragraph 24.

1           25.    Denied.

2           26.    The Trina Defendants admit that commercial and industrial rooftops are a resource  
3 for generating renewable solar electricity. The Trina Defendants lack sufficient knowledge or  
4 information to admit or deny the remaining allegations of Paragraph 26, and thus deny the same.

5           27.    The Trina Defendants admit that Trina offers commercial and industrial rooftop solar  
6 panel systems, which are installed where power is consumed and avoid certain infrastructure costs of  
7 a centralized electricity generation system. The Trina Defendants lack knowledge or information  
8 sufficient to admit or deny the allegations of Paragraph 27 regarding Solyndra or the other  
9 defendants, and thus deny the same. The Trina Defendants deny all remaining allegations of  
10 Paragraph 27.

11          28.    The Trina Defendants lack sufficient knowledge or information to admit or deny the  
12 allegations of Paragraph 28, and thus deny the same.

13          29.    The Trina Defendants admit that there is a large commercial and industrial rooftop  
14 area viable for solar panel installation in the United States. The Trina Defendants lack sufficient  
15 knowledge or information to admit or deny the remaining allegations of Paragraph 29, and thus deny  
16 the same.

17          30.    The Trina Defendants lack sufficient knowledge or information to admit or deny the  
18 allegations of Paragraph 30, and thus deny the same.

19          31.    The Trina Defendants lack sufficient knowledge or information to admit or deny the  
20 allegations of Paragraph 31, and thus deny the same.

21          32.    The Trina Defendants admit that solar panels manufactured by defendants and  
22 Solyndra are used in solar power-generation systems that are mounted on commercial and industrial  
23 rooftops and convert sunlight into electricity. The Trina Defendants deny all remaining allegations  
24 of Paragraph 32.

25          33.    The Trina Defendants admit that Trina Solar (U.S.), Inc. operates in the United States.  
26 The Trina Defendants deny the allegations of sentences 1 and 3 of Paragraph 33. The Trina  
27 Defendants state that the Commerce and ITC documents and proceedings cited in this paragraph

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1 speak for themselves and deny Plaintiff's characterization of those documents and proceedings. The  
2 Trina Defendants state that the allegations of sentence 4 of Paragraph 33 relate to another defendant,  
3 and thus no answer is required from the Trina Defendants. To the extent an answer is required, the  
4 Trina Defendants lack sufficient knowledge or information to admit or deny the allegations of  
5 sentence 4 of Paragraph 33, and thus deny the same. The Trina Defendants deny all remaining  
6 allegations of Paragraph 33.

7 34. The Trina Defendants deny the allegations of Paragraph 34 as those allegations relate  
8 to the Trina Defendants. The Trina Defendants lack sufficient knowledge or information to admit or  
9 deny the allegations of Paragraph 34 regarding the Suntech and Yingli defendants, and thus deny the  
10 same.

11 35. Denied.

12 36. Denied.

13 37. Denied.

14 38. Denied.

15 39. Denied.

16 40. Denied.

17 41. Denied.

18 42. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
19 allegations of footnote 3 to Paragraph 42, and thus deny the same. The Trina Defendants admit the  
20 remaining allegations of Paragraph 42.

21 43. The Trina Defendants admit the allegations of sentence 2 of Paragraph 43. The Trina  
22 Defendants lack sufficient knowledge or information to admit or deny the remaining allegations of  
23 Paragraph 43, and thus deny the same.

24 44. The Trina Defendants admit the allegations of Paragraph 44.

25 45. The Trina Defendants admit that, for PV solar energy connected to the electric grid,  
26 an inverter is required to convert DC power from solar panels to AC power used in the grid. The  
27 Trina Defendants deny all remaining allegations of Paragraph 45.

1           46.     The Trina Defendants admit that solar panels may be comprised of flat polysilicon-  
2 based solar cells constructed into a plan. The Trina Defendants deny the remaining allegations of  
3 Paragraph 46.

4           47.     The Trina Defendants admit that solar panels are often installed on a titled mounting  
5 device and are often spaced apart across the installation surface. The Trina Defendants deny the  
6 remaining allegations of Paragraph 47.

7           48.     The Trina Defendants admit that stationary solar panels are often installed in a  
8 southward orientation in the Northern Hemisphere and northward in the Southern Hemisphere. The  
9 Trina Defendants deny the remaining characterizations in Paragraph 48 and therefore deny the same.

10          49.     The Trina Defendants admit that wind may flow off of one traditional panel to the  
11 underneath of the next panel, causing lift, depending on the circumstances. The Trina Defendants  
12 deny all remaining allegations of Paragraph 49.

13          50.     The Trina Defendants admit that solar panels can be anchored to the roof with either  
14 ballast or through a rooftop mounting system. The Trina Defendants admit that flat solar panels can  
15 be subject to down forces due to wind. The Trina Defendants deny the remaining characterizations  
16 in Paragraph 50 and thus deny the same.

17          51.     The Trina Defendants lack sufficient knowledge or information to admit or deny the  
18 allegations of Paragraph 51, and thus deny the same.

19          52.     The Trina Defendants admit the allegations of sentences 1 and 2 of Paragraph 52.  
20 The Trina Defendants admit that polysilicon is an important component in the manufacture of the  
21 ingots and wafers making up the solar cells that make up the Trina Defendants' PV solar modules.  
22 The Trina Defendants lack sufficient knowledge or information to admit or deny the allegations of  
23 sentence 3 of Paragraph 52, and thus deny the same. The Trina Defendants lack sufficient  
24 knowledge or information to admit or deny the allegations of Paragraph 52 regarding the Suntech  
25 and Yingli defendants, and thus deny the same. The Trina Defendants deny all remaining  
26 allegations of Paragraph 52.

27          53.     Denied.



1           54.     The Trina Defendants state that the documents cited in Paragraph 54 speak for  
2 themselves and deny Plaintiff's characterization of those documents. The Trina Defendants deny all  
3 remaining allegations of Paragraph 54.

4           55.     The Trina Defendants lack sufficient knowledge or information to admit or deny the  
5 allegations of Paragraph 55 as those allegations relate to Solyndra and the other defendants, and thus  
6 deny the same. The Trina Defendants deny the allegations of sentence 3 of Paragraph 55 as those  
7 allegations relate to the Trina Defendants. The Trina Defendants deny all remaining allegations of  
8 Paragraph 55.

9           56.     The Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of Paragraph 56, and thus deny the same.

11          57.     The Trina Defendants lack sufficient knowledge or information to admit or deny the  
12 allegations of Paragraph 57, and thus deny the same.

13          58.     The Trina Defendants lack sufficient knowledge or information to admit or deny the  
14 allegations of Paragraph 58 as those allegations relate to other defendants, and thus deny the same.  
15 The Trina Defendants deny the allegations of Paragraph 58 as those allegations relate to the Trina  
16 Defendants.

17          59.     The Trina Defendants admit the allegations of sentence 2 of Paragraph 59. The Trina  
18 Defendants lack sufficient knowledge or information to admit or deny the remaining allegations of  
19 Paragraph 59, and thus deny the same.

20          60.     The Trina Defendants lack sufficient knowledge or information to admit or deny the  
21 allegations of Paragraph 60, and thus deny the same.

22          61.     The Trina Defendants lack sufficient knowledge or information to admit or deny the  
23 allegations of Paragraph 61, and thus deny the same.

24          62.     The Trina Defendants admit the allegations of sentence 1 as those allegations relate to  
25 the Trina Defendants. The Trina Defendants admit the allegations of sentence 2 of Paragraph 62.  
26 The Trina Defendants lack sufficient knowledge or information to admit or deny the allegations of  
27 Paragraph 62 regarding the Suntech and Yingli defendants, and thus deny the same. The Trina  
28

1 Defendants lack sufficient knowledge or information to admit or deny the allegations of sentences 3  
2 and 4 of Paragraph 62, and thus deny the same.

3 63. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
4 allegations of Paragraph 63, and thus deny the same.

5 64. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
6 allegations of Paragraph 64, and thus deny the same.

7 65. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
8 allegations of Paragraph 65, and thus deny the same.

9 66. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of Paragraph 66, and thus deny the same.

11 67. Denied.

12 68. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
13 allegations of Paragraph 68, and thus deny the same.

14 69. The Trina Defendants state that the articles cited in Paragraph 69 speak for  
15 themselves and deny Plaintiff's characterizations of those articles.

16 70. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
17 allegations of Paragraph 70, and thus deny the same.

18 71. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
19 allegations of Paragraph 71, and thus deny the same.

20 72. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
21 allegations of Paragraph 72, and thus deny the same.

22 73. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
23 allegations of sentences 2 and 3 of Paragraph 73, and thus deny the same. The Trina Defendants  
24 deny all remaining allegations of Paragraph 73.

25 74. Denied.

26 75. Denied.

27 76. Denied.

1 77. Denied.

2 78. Denied.

3 79. Denied.

4 80. Denied.

5 81. Denied.

6 82. Denied.

7 83. Denied.

8 84. Denied.

9 85. Denied.

10 86. Denied.

11 87. The Trina Defendants admit that, at various times, certain personnel of the Trina  
12 Defendants have served on the board of China New Energy. The Trina Defendants deny all  
13 remaining allegations of Paragraph 87.

14 88. Denied.

15 89. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
16 allegations of Paragraph 89 regarding the Suntech and Yingli defendants, and thus deny the same.  
17 The Trina Defendants deny all remaining allegations of Paragraph 89.

18 90. Denied.

19 91. The Trina Defendants admit the allegations of sentence 1 of Paragraph 91. The Trina  
20 Defendants lack sufficient knowledge or information to admit or deny the allegations of sentence 4  
21 of Paragraph 91, and thus deny the same. The Trina Defendants deny all remaining allegations of  
22 Paragraph 91.

23 92. Denied.

24 93. The Trina Defendants admit the allegations of sentence 1 of Paragraph 93. The Trina  
25 Defendants deny all remaining allegations of Paragraph 93.

26 94. Denied.

27 95. The Trina Defendants admit the allegations of sentence 1 of Paragraph 95. The Trina  
28

1 Defendants deny all remaining allegations of Paragraph 95.

2 96. Denied.

3 97. Denied.

4 98. Denied.

5 99. The Trina Defendants admit that as of December 31, 2011 Trina Solar Limited had a  
6 P.O. Box address in the Cayman Islands. The Trina Defendants admit that as of December 31, 2011  
7 the Trina Solar Limited CEO held over 242 million shares of Trina stock in a Cayman Islands trust  
8 of which he was the settler and sole member. The Trina Defendants lack sufficient knowledge or  
9 information to admit or deny the allegations regarding Yingli, and therefore deny the same. The  
10 Trina Defendants deny all remaining allegations of Paragraph 99.

11 100. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
12 allegations of sentences 3 and 4 of Paragraph 100, and thus deny the same. The Trina Defendants  
13 deny all remaining allegations of Paragraph 100.

14 101. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
15 allegations of Paragraph 101, and thus deny the same.

16 102. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
17 allegations of sentences 1 and 3 of Paragraph 102, and thus deny the same. The Trina Defendants  
18 deny all remaining allegations of Paragraph 102.

19 103. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
20 allegations of Paragraph 103, and thus deny the same.

21 104. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
22 allegations of Paragraph 104, and thus deny the same.

23 105. Denied.

24 106. Denied.

25 107. Denied.

26 108. Denied.

27 109. Denied.

1           110. The Trina Defendants state that the proceedings cited in Paragraph 110 speak for  
2 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
3 all remaining allegations of Paragraph 110.

4           111. The Trina Defendants state that the allegations of sentence 2 of Paragraph 111 relate  
5 to other defendants, and thus no answer is required from the Trina Defendants. To the extent an  
6 answer is required, the Trina Defendants lack sufficient knowledge or information to admit or deny  
7 the allegations of sentence 2 of Paragraph 111, including footnote 6 to Paragraph 111, and thus deny  
8 the same. The Trina Defendants deny all remaining allegations of Paragraph 111.

9           112. The Trina Defendants state that the article cited in Paragraph 112 speaks for itself and  
10 deny Plaintiff's characterization of that article. The Trina Defendants deny all remaining allegations  
11 in Paragraph 112.

12           113. The Trina Defendants state that the allegations of Paragraph 113 relate to another  
13 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
14 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
15 allegations of Paragraph 113, and thus deny the same.

16           114. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
17 allegations of sentence 1 of Paragraph 114, and thus deny the same. The Trina Defendants deny all  
18 remaining allegations of Paragraph 114.

19           115. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
20 allegations of Paragraph 115 regarding the Yingli defendants, and thus deny the same. The Trina  
21 Defendants deny all remaining allegations of Paragraph 115.

22           116. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
23 allegations regarding the Suntech defendants, and thus deny the same. The Trina Defendants deny  
24 all remaining allegations of Paragraph 116.

25           117. Denied.

26           118. Denied.

27           119. Denied.

1 120. Denied.

2 121. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
3 allegations of Paragraph 121 regarding the Suntech defendants, and thus deny the same. The Trina  
4 Defendants deny all remaining allegations of Paragraph 121.

5 122. The Trina Defendants state that the allegations of Paragraph 122 relate to another  
6 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
7 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
8 allegations of Paragraph 122, and thus deny the same.

9 123. Denied.

10 124. The Trina Defendants state that the Commerce and ITC proceedings cited in  
11 Paragraph 124 speak for themselves and deny Plaintiff's characterization of those proceedings. The  
12 Trina Defendants deny all remaining allegations of Paragraph 124.

13 125. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
14 allegations of Paragraph 125, and thus deny the same.

15 126. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
16 allegations of Paragraph 126, and thus deny the same.

17 127. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
18 allegations of Paragraph 127, and thus deny the same.

19 128. The Trina Defendants admit the allegations in the first three sentences of Paragraph  
20 128. The Trina Defendants deny the generalized description in the fourth sentence of Paragraph  
21 128.

22 129. The Trina Defendants state that the Commerce and ITC proceedings cited in  
23 Paragraph 129 speak for themselves and deny the remaining allegations of Paragraph 129.

24 130. The Trina Defendants state that the documents and proceedings cited in Paragraph  
25 130 speak for themselves and deny Plaintiff's characterization of those documents and proceedings.  
26 The Trina Defendants deny all remaining allegations of Paragraph 130.

27 131. The Trina Defendants state that the document cited in Paragraph 131 speaks for itself

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1 and deny Plaintiff's characterization of that document. The Trina Defendants deny all remaining  
2 allegations of Paragraph 131.

3 132. The Trina Defendants state that the decision cited in Paragraph 132 speaks for itself  
4 and deny Plaintiff's characterization of that decision. The Trina Defendants deny all remaining  
5 allegations of Paragraph 132.

6 133. The Trina Defendants state that the decision cited in Paragraph 133 speaks for itself  
7 and deny Plaintiff's characterization of that decision. The Trina Defendants deny all remaining  
8 allegations of Paragraph 133.

9 134. The Trina Defendants state that the decision cited in Paragraph 134 speaks for itself  
10 and deny Plaintiff's characterization of that decision. The Trina Defendants deny all remaining  
11 allegations of Paragraph 134.

12 135. The Trina Defendants state that the Commerce calculation cited in Paragraph 135  
13 speaks for itself and deny Plaintiff's characterization of that calculation. The Trina Defendants deny  
14 all remaining allegations of Paragraph 135.

15 136. The Trina Defendants state that the Commerce determination cited in Paragraph 136  
16 speaks for itself and deny Plaintiff's characterization of that determination. The Trina Defendants  
17 deny all remaining allegations of Paragraph 136.

18 137. The Trina Defendants state that the Commerce determination cited in Paragraph 137  
19 speaks for itself and deny Plaintiff's characterization of that determination. The Trina Defendants  
20 deny all remaining allegations of Paragraph 137.

21 138. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
22 allegations of sentence 2 of Paragraph 138, and thus deny the same. The Trina Defendants deny all  
23 remaining allegations of Paragraph 138.

24 139. Denied.

25 140. Denied.

26 141. The Trina Defendants state that the ITC proceedings cited in Paragraph 141 speak for  
27 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
28

1 all remaining allegations of Paragraph 141.

2 142. The Trina Defendants state that the ITC proceedings cited in Paragraph 142 speak for  
3 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
4 all remaining allegations of Paragraph 142.

5 143. The Trina Defendants state that the ITC proceedings cited in Paragraph 143 speak for  
6 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
7 all remaining allegations of Paragraph 143.

8 144. The Trina Defendants state that the ITC proceedings cited in Paragraph 144 speak for  
9 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
10 all remaining allegations of Paragraph 144.

11 145. The Trina Defendants state that the ITC proceedings cited in Paragraph 145 speak for  
12 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants further  
13 state that any findings by the National Renewable Energy Laboratory and the New York Times as  
14 described in footnote 11 speak for themselves and deny Plaintiff's characterization of those findings.  
15 The Trina Defendants deny all remaining allegations of Paragraph 145.

16 146. The Trina Defendants state that the ITC proceedings cited in Paragraph 146 speak for  
17 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
18 all remaining allegations of Paragraph 146.

19 147. The Trina Defendants state that the ITC proceedings cited in Paragraph 147 speak for  
20 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
21 all remaining allegations of Paragraph 147.

22 148. The Trina Defendants state that the ITC proceedings cited in Paragraph 148 speak for  
23 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
24 all remaining allegations of Paragraph 148.

25 149. The Trina Defendants state that the ITC proceedings cited in Paragraph 149 speak for  
26 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
27 all remaining allegations of Paragraph 149.



1           150. The Trina Defendants state that the ITC proceedings cited in Paragraph 150 speak for  
2 themselves, and deny the allegations of Paragraph 150.

3           151. The Trina Defendants state that the ITC proceedings cited in Paragraph 151 speak for  
4 themselves and deny Plaintiff's characterization of those proceedings. The Trina Defendants deny  
5 all remaining allegations of Paragraph 151.

6           152. Denied.

7           153. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
8 allegations of Paragraph 153, and thus deny the same.

9           154. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of Paragraph 154, and thus deny the same.

11           155. Denied.

12           156. Denied.

13           157. The Trina Defendants state that the allegations of Paragraph 157 relate to another  
14 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
15 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
16 allegations of Paragraph 157, and thus deny the same.

17           158. The Trina Defendants state that the allegations of Paragraph 158 relate to another  
18 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
19 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
20 allegations of Paragraph 158, and thus deny the same.

21           159. Denied.

22           160. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
23 allegations of Paragraph 160, and thus deny the same.

24           161. The Trina Defendants state that the allegations of Paragraph 161 relate to another  
25 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
26 required, the Trina Defendants state that the article cited in Paragraph 161 speaks for itself and deny  
27 Plaintiff's characterization of that article.

1 162. Denied.

2 163. The Trina Defendants admit that, in their April 2, 2014 20-F, Trina Solar Limited and  
3 its subsidiaries reported a net loss of \$37,820,242 for 2011. The Trina Defendants lack sufficient  
4 knowledge or information to admit or deny the allegations of Paragraph 163 regarding the Suntech  
5 and Yingli defendants, and thus deny the same. The Trina Defendants deny all remaining  
6 allegations of Paragraph 163.

7 164. Denied.

8 165. The Trina Defendants state that the allegations of Paragraph 165 relate to another  
9 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
10 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
11 allegations of Paragraph 165, and thus deny the same.

12 166. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
13 allegations of Paragraph 166 regarding the Yingli and Suntech defendants, and thus deny the same.  
14 The Trina Defendants deny all remaining allegations of Paragraph 166.

15 167. The Trina Defendants state that the decision cited in Paragraph 167 speaks for itself  
16 and deny Plaintiff's characterization of that decision. The Trina Defendants deny all remaining  
17 allegations in Paragraph 167.

18 168. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
19 allegations of sentence 1 of Paragraph 168, and thus deny the same. The Trina Defendants deny all  
20 remaining allegations of Paragraph 168.

21 169. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
22 allegations of sentence 1 of Paragraph 169, and thus deny the same. The Trina Defendants deny all  
23 remaining allegations of Paragraph 169.

24 170. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
25 allegations of Paragraph 170, and thus deny the same.

26 171. Denied.

27 172. The Trina Defendants lack sufficient knowledge or information to admit or deny the

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1 allegations of sentence 1 of Paragraph 172, and thus deny the same. The Trina Defendants deny all  
2 remaining allegations of Paragraph 172.

3 173. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
4 allegations of Paragraph 173 regarding the Suntech defendants, and thus deny the same. The Trina  
5 Defendants deny all remaining allegation of Paragraph 173.

6 174. The Trina Defendants state that the article cited in Paragraph 174 speaks for itself and  
7 deny Plaintiff's characterization of that article. The Trina Defendants deny all remaining allegations  
8 of Paragraph 174.

9 175. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of Paragraph 175, and thus deny the same. The Trina Defendants deny all remaining  
11 allegations of Paragraph 175.

12 176. Denied.

13 177. The Trina Defendants admit that installed solar systems compete with traditional  
14 forms of energy, such as coal and natural gas. The Trina Defendants lack sufficient knowledge or  
15 information to admit or deny the remaining allegations of Paragraph 177, and thus deny the same.

16 178. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
17 allegations of Paragraph 178 regarding the nature of Energy Conversion Devices' products, and thus  
18 deny the same. The Trina Defendants deny all remaining allegations of Paragraph 178.

19 179. Denied.

20 180. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
21 allegations of sentences 2 and 3 of Paragraph 180, and thus deny the same. The Trina Defendants  
22 deny all remaining allegations of Paragraph 180.

23 181. Denied.

24 182. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
25 allegations of Paragraph 182 regarding the Suntech and Yingli defendants, and thus deny the same.  
26 The Trina Defendants lack sufficient knowledge or information to admit or deny the allegations of  
27 sentence 3 of Paragraph 182, and thus deny the same. The Trina Defendants deny all remaining  
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1 allegations of Paragraph 182.

2 183. Denied.

3 184. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
4 allegations of Paragraph 184, and thus deny the same.

5 185. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
6 allegations of sentence 1 of Paragraph 185, and thus deny the same. The Trina Defendants deny all  
7 remaining allegations of Paragraph 185.

8 186. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
9 allegations of Paragraph 186, and thus deny the same.

10 187. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
11 allegations of sentence 1 of Paragraph 187, and thus deny the same. The Trina Defendants deny all  
12 remaining allegations of Paragraph 187.

13 188. The Trina Defendants state that the press releases, articles, and filing cited in  
14 Paragraph 188 speak for themselves and deny Plaintiff's characterization of the same. The Trina  
15 Defendants deny all remaining allegations of Paragraph 188.

16 189. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
17 allegations of Paragraph 189, and thus deny the same. To the extent Paragraph 189 alleges that  
18 defendants' conduct was "wrongful," the Trina Defendants deny such allegation.

19 190. Denied.

20 191. Denied.

21 192. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
22 allegations of Paragraph 192, and thus deny the same.

23 193. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
24 allegations of Paragraph 193, and thus deny the same.

25 194. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
26 allegations of Paragraph 194, including the allegations of footnotes 13 and 14 to Paragraph 194, and  
27 thus deny the same.

1           195. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
2 allegations of Paragraph 195, and thus deny the same.

3           196. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
4 allegations of Paragraph 196, and thus deny the same.

5           197. The Trina Defendants state that the allegations of Paragraph 197 relate to another  
6 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
7 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
8 allegations of Paragraph 197, and thus deny the same.

9           198. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of Paragraph 198, and thus deny the same. To the extent Paragraph 198 alleges that  
11 defendants' conduct constituted "tortious interference," the Trina Defendants deny such allegation.

12           199. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
13 allegations of Paragraph 199, and thus deny the same.

14           200. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
15 allegations of Paragraph 200, and thus deny the same.

16           201. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
17 allegations of sentence 1 of Paragraph 201, and thus deny the same. The Trina Defendants deny all  
18 remaining allegations of Paragraph 201.

19           202. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
20 allegations of Paragraph 202 regarding GeckoLogic's obligations to Solyndra, and thus deny the  
21 same. The Trina Defendants deny all remaining allegations of Paragraph 202.

22           203. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
23 allegations of Paragraph 203 regarding GeckoLogic's purchases from Solyndra, and thus deny the  
24 same. The Trina Defendants deny all remaining allegations of Paragraph 203.

25           204. Denied.

26           205. The Trina Defendants state that the allegations of Paragraph 205 relate to another  
27 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is

1 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
2 allegations of Paragraph 205, and thus deny the same.

3 206. The Trina Defendants state that the allegations of Paragraph 206 relate to another  
4 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
5 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
6 allegations of Paragraph 206, and thus deny the same.

7 207. The Trina Defendants state that the allegations of Paragraph 207 relate to another  
8 defendant, and thus no answer is required from the Trina Defendants. To the extent an answer is  
9 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations of Paragraph 207, and thus deny the same.

11 208. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
12 allegations of Paragraph 208, and thus deny the same.

13 209. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
14 allegations of Paragraph 209, and thus deny the same.

15 210. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
16 allegations of Paragraph 210 regarding the terms of the contract between Solyndra and USE, and  
17 thus deny the same. The Trina Defendants deny all remaining allegations of Paragraph 210.

18 211. The Trina Defendants state that the allegations of Paragraph 211 relate to other  
19 defendants, and thus no answer is required from the Trina Defendants. To the extent an answer is  
20 required, the Trina Defendants lack sufficient knowledge or information to admit or deny the  
21 allegations of Paragraph 211, and thus deny the same.

22 212. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
23 allegations of Paragraph 212, and thus deny the same. To the extent Paragraph 212 alleges that  
24 defendants' conduct constituted "interference" and "dumping," the Trina Defendants deny such  
25 allegations.

26 213. Denied.

27 214. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
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1 allegations of Paragraph 214, and thus deny the same. To the extent Paragraph 214 alleges that  
2 defendants' conduct constituted "interference," the Trina Defendants deny such allegation.

3 215. Denied.

4 216. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
5 allegations of sentences 1 and 2 of Paragraph 216, and thus deny the same. The Trina Defendants  
6 deny all remaining allegations of Paragraph 216.

7 217. Denied.

8 **COUNT I**

9 218. The Trina Defendants repeat and re-allege their answers to the allegations of the  
10 preceding paragraphs as if fully set forth herein.

11 219. The allegations of Paragraph 219 purport to state a legal conclusion to which no  
12 answer is required. To the extent an answer is required, the Trina Defendants admit that Section 1 of  
13 the Sherman Act states that "[e]very contract, combination in the form of trust or otherwise, or  
14 conspiracy, in restraint of trade or commerce . . . is declared to be illegal."

15 220. Denied.

16 221. Denied.

17 222. Denied.

18 223. Denied.

19 224. Denied.

20 225. Denied.

21 226. Denied.

22 227. Denied.

23 **COUNT II**

24 228. The Trina Defendants repeat and re-allege their answers to the allegations of the  
25 preceding paragraphs as if fully set forth herein.

26 229. The Trina Defendants admit that Paragraph 229 accurately quotes from California's  
27 Cartwright Act.

1 230. Denied.

2 231. Denied.

3 232. Denied.

4 233. Denied.

5 234. Denied.

6 235. Denied.

7 236. Denied.

8 237. Denied.

9 **COUNT III**

10 238. The Trina Defendants repeat and re-allege their answers to the allegations of the  
11 preceding paragraphs as if fully set forth herein.

12 239. The Trina Defendants admit that Paragraph 239 accurately quotes from the California  
13 Business and Professions Code section 17043.

14 240. The Trina Defendants admit that Paragraph 240 accurately quotes from the California  
15 Business and Professions Code sections 17044 and 17030.

16 241. The allegations of Paragraph 241 purport to state a legal conclusion to which no  
17 answer is required. To the extent an answer is required, the Trina Defendants deny the allegations of  
18 Paragraph 241.

19 242. Denied.

20 243. Denied.

21 244. Denied.

22 245. Denied.

23 246. Denied.

24 **COUNT IV**

25 247. The Trina Defendants repeat and re-allege their answers to the allegations of the  
26 preceding paragraphs as if fully set forth herein.

27 248. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
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1 allegations of Paragraph 248 and thus deny the same. To the extent Paragraph 248 alleges that the  
2 Trina Defendants' conduct constituted "wrongful interference," the Trina Defendants deny such  
3 allegation.

4 249. The Trina Defendants lack sufficient knowledge or information to admit or deny the  
5 allegations of sentence 2 of Paragraph 249, and thus deny the same. The Trina Defendants lack  
6 sufficient knowledge or information to admit or deny the allegations of Paragraph 249 regarding the  
7 Suntech and Yingli defendants, and thus deny the same. The Trina Defendants deny the allegations  
8 of sentence 1 of Paragraph 249 as those allegations relate to the Trina Defendants.

9 250. Denied.

10 251. Denied.

11 252. Denied.

12 **COUNT V**

13 253. The Trina Defendants repeat and re-allege their answers to the preceding paragraphs  
14 as if fully set forth herein.

15 254. The Trina Defendants lack knowledge or information sufficient to form a belief about  
16 the allegations of Paragraph 254, and thus deny the same.

17 255. Denied.

18 256. Denied.

19 257. Denied.

20 258. Denied.

21 **SOLYNDRA'S PRAYER FOR RELIEF**

22 The Trina Defendants deny that judgment should be entered on any of Plaintiff's claims in  
23 the Complaint. The Trina Defendants deny that any damages, fees, costs, or interest should be  
24 awarded, on any of Plaintiff's claims in the Complaint. Finally, the Trina Defendants deny that  
25 Solyndra is entitled to any other relief on any of Plaintiff's claims in the Complaint.

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**TRINA DEFENDANTS’ AFFIRMATIVE DEFENSES**

The Trina Defendants set forth below their affirmative defenses. Each defense is asserted as to all claims against the Trina Defendants. By setting forth these affirmative defenses, the Trina Defendants do not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to the Plaintiff. Nothing stated herein is intended or shall be construed as an admission that any particular issue or subject matter is relevant to the Plaintiff’s allegations.

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

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff’s Complaint fails to state a claim for relief for antitrust conspiracy because it fails to allege facts supporting a plausible agreement among the defendants to engage in a low-price conspiracy. In addition, Plaintiff’s Complaint fails to state a claim upon which relief can be granted, because it does not sufficiently allege below-cost pricing, likelihood of recoupment, or a product or geographic market, that would support a plausible claim to relief for the low-price conspiracy Plaintiff alleges. The Trina Defendants specifically reserve the right to assert and rely upon other arguments that may become available or apparent during discovery in this matter, in support of their defense that Plaintiff’s Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff’s claims are barred because the Trina Defendants’ alleged conduct, and specifically the prices at which it sold its solar panel products, did not unreasonably restrain trade and were lawful, justified, and pro-competitive, constituted bona fide business practices, and were carried out in furtherance of the Trina Defendants’ independent and legitimate business interests.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff’s claims are barred, in whole or in part, because Plaintiff does not have standing to bring those claims. In particular, Plaintiff has not suffered antitrust injury. Because the Trina Defendants did not engage in any low-price conspiracy, the injury Plaintiff has suffered does not flow from any anticompetitive conduct of the Trina Defendants, and Plaintiff has therefore not

1 suffered antitrust injury. In any event, if a conspiracy to lower prices existed (and the Trina  
2 Defendants do not concede that it did), such conspiracy would not have caused the Plaintiff an injury  
3 of the type the antitrust laws were designed to remedy. Thus, Plaintiff would not have suffered  
4 antitrust injury even if a low-price conspiracy existed. The Trina Defendants specifically reserve the  
5 right to assert and rely upon other arguments that may become available or apparent during  
6 discovery in this matter, in support of their defense that Plaintiff has not suffered antitrust injury.

7 **FOURTH AFFIRMATIVE DEFENSE**

8 Plaintiff's claims are barred because Plaintiff has sustained no injury in fact or damages  
9 caused by any act or omission of the Trina Defendants, specifically the acts alleged in the Complaint  
10 of selling solar panel products at low prices.

11 **FIFTH AFFIRMATIVE DEFENSE**

12 Plaintiff's claim for damages is barred because its alleged damages, if any, are speculative  
13 and uncertain, and because of the impossibility of ascertaining these alleged damages.

14 **SIXTH AFFIRMATIVE DEFENSE**

15 Recovery on the Complaint, and each purported cause of action therein, is barred, in whole or  
16 in part, by Plaintiff's failure to mitigate its alleged damages, if any.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 Plaintiff's claims are barred, in whole or in part, because the complaint has insufficiently  
19 alleged a product and geographic market. Specifically, Plaintiff's definition of the relevant product  
20 market fails to include clearly interchangeable products in the energy market, such as oil, wind, and  
21 gas. In addition, Plaintiff alleges that there is a worldwide market for the relevant energy products  
22 but arbitrarily confines its definition of the relevant geographic market to the United States. The  
23 Trina Defendants specifically reserve the right to assert and rely upon other arguments that may  
24 become available or apparent during discovery in this matter, in support of their defense that  
25 Plaintiff's complaint has insufficiently alleged a product and geographic market.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 Plaintiff's claims are barred, in whole or in part, because none of the Trina Defendants'

1 challenged actions or omissions substantially lessened competition within any properly defined  
2 market.

3 **NINTH AFFIRMATIVE DEFENSE**

4 Plaintiff's claims are barred, in whole or in part, because the Trina Defendants are not liable  
5 for the acts of any other Defendant. The Trina Defendants have no relationship, legal or otherwise,  
6 with any of the other defendants that would permit a finding of liability of one of the other  
7 defendants to be imputed additionally to the Trina Defendants.

8 **TENTH AFFIRMATIVE DEFENSE**

9 Plaintiff's claims are barred, in whole or in part, because injuries alleged by Plaintiff, to the  
10 extent any exist, were caused, in whole or in part, by the conduct of third parties for whom the Trina  
11 Defendants were not responsible, through forces in the marketplace over which the Trina Defendants  
12 have no control, or through acts or omissions on the part of the Plaintiff.

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 Plaintiff's claims are barred, in whole or in part, by the doctrines of claim preclusion and/or  
15 issue preclusion.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 Plaintiff's claims are barred, in whole or in part, by the doctrines of estoppel, waiver, and/or  
18 unclean hands.

19 **THIRTEENTH AFFIRMATIVE DEFENSE**

20 Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

21 **FOURTEENTH AFFIRMATIVE DEFENSE**

22 Plaintiff's claims are barred, in whole or in part, from any recovery on the Complaint against  
23 the Trina Defendants, because the Trina Defendants' actions were privileged, justified, and/or  
24 excused.

25 **FIFTEENTH AFFIRMATIVE DEFENSE**

26 Plaintiff's claims are barred, in whole or in part, by the doctrine of laches. The Trina  
27 Defendants have been prejudiced by Plaintiff's delay in filing suit because relevant documents may

1 have been lost or destroyed, witnesses may no longer be available, and the memories of witnesses  
2 may have faded.

3 **SIXTEENTH AFFIRMATIVE DEFENSE**

4 Plaintiff's claims are barred, in whole or in part, because to the extent that any employee or  
5 agent of the Trina Defendants engaged in any unlawful act or omission, any such act or omission  
6 would have been committed by individuals acting *ultra vires*. If any such conduct is proven, which  
7 the Trina Defendants deny, any participation by an employee of the Trina Defendants in such  
8 conduct was not authorized, approved or adopted by the Trina Defendants.

9 **SEVENTEENTH AFFIRMATIVE DEFENSE**

10 Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff seeks damages  
11 that are duplicative of damages sought in other actions.

12 **EIGHTEENTH AFFIRMATIVE DEFENSE**

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

16 **NINETEENTH AFFIRMATIVE DEFENSE**

17 The Trina Defendants adopt by reference any defense, not otherwise expressly set forth  
18 herein, that is or will be pleaded by any other defendant in this action.

19 **RESERVATION OF RIGHTS TO ASSERT ADDITIONAL DEFENSES**

20 The Trina Defendants have not knowingly or intentionally waived any applicable defenses,  
21 and they reserve the right to assert and rely upon other applicable defenses that may become  
22 available or apparent during discovery in this matter. The Trina Defendants reserve the right to  
23 amend or seek to amend their answer and/or affirmative defenses.

24 **JURY DEMAND**

25 The Trina Defendants demand a trial by jury of all claims and defenses upon which they are  
26 entitled to a jury trial.

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**TRINA DEFENDANTS’ PRAYER FOR RELIEF**

The Trina Defendants request that Plaintiff’s Amended Complaint be dismissed with prejudice, that the Court find that Plaintiff is not entitled to any judgment or relief, that the Court enter judgment in favor of the Trina Defendants, and that the Court award the Trina Defendants their attorneys’ fees, costs, and expenses, pre-judgment interest, and such other and further relief as the Court deems just and proper.

Dated: May 7, 2014

KIRKLAND & ELLIS LLP

/s/ Daniel E. Laytin, P.C.

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