

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
TRENTON VICINAGE

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IN RE DUCTILE IRON PIPE FITTINGS	:	
("DIPF") INDIRECT PURCHASERS	:	Civ. No. 12-169-AET-LHG
ANTITRUST LITIGATION	:	
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**SIGMA CORPORATION'S ANSWER AND AFFIRMATIVE DEFENSES  
TO PLAINTIFFS' SECOND AMENDED CLASS ACTION COMPLAINT**

Defendant SIGMA Corporation ("SIGMA"), for its answer and affirmative defenses to the second amended class action complaint ("complaint") of the remaining plaintiffs,<sup>1</sup> avers as follows:<sup>2</sup>

1. The allegations in paragraph 1 purport to characterize the complaint and, as such, no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 1.

2. SIGMA admits that ductile iron pipe fittings ("DIPF") are used in pipeline systems that transport drinking water and waste water under pressurized conditions in municipal distribution systems and treatment plants.

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<sup>1</sup> The following named plaintiffs were dismissed pursuant to the order and decision of the Court dated October 2, 2013: City of Blair, Town of Fallsburg, Village of Woodbridge, and City of Fargo.

<sup>2</sup> The complaint includes headings to which no response is required. They have been omitted from this answer.

3. SIGMA denies that it "control[s] the DIPF market." SIGMA lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 3, and denies them on that basis.

4. SIGMA denies the allegations in paragraph 4.

5. SIGMA admits that the American Recovery and Reinvestment Act ("ARRA") was enacted by Congress in February 2009. SIGMA denies the allegations in paragraph 5 pertaining to SIGMA. SIGMA admits that Star manufactured and sold DIPF made in the United States. SIGMA states that the remaining allegations are legal conclusions to which no answer is required. To the extent that an answer is required, SIGMA denies the remaining allegations in paragraph 5.

6. SIGMA states that the allegations regarding "monopoly" are legal conclusions to which no answer is required. To the extent that an answer is required, SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations of paragraph 6, and denies them on that basis.

7. SIGMA denies the allegations in paragraph 7.

8. SIGMA denies the allegations in paragraph 8 that pertain to it. SIGMA states that the allegations regarding "monopoly" and "market" are legal conclusions to which no answer is required. To the extent an answer is required as to the remaining allegations, SIGMA lacks knowledge or information

sufficient to form a belief about the truth of the allegations in paragraph 8, and denies them on that basis.

9. SIGMA lacks knowledge or information sufficient to form a belief about whether any of the plaintiffs purchased DIPF, and denies that allegation on that basis. SIGMA denies the remaining allegation in paragraph 9 that pertain to it. SIGMA states that the allegations in paragraph 9 contain legal conclusions to which no answer is required. To the extent an answer is required, SIGMA lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 9, and denies them on that basis.

10. SIGMA admits that plaintiffs purport to bring a proposed class action against defendants and that plaintiffs purport to assert violations of federal and state antitrust laws and state unfair competition, consumer protection, and common law. Many of these claims were dismissed against SIGMA in their entirety in the Court's October 2, 2013 decision and order. SIGMA denies that plaintiffs have a basis for bringing a class action against or obtaining relief from SIGMA, either alone or on behalf of any putative class. SIGMA denies the remaining allegations in paragraph 10.

11. SIGMA states that the allegations in paragraph 11 are legal conclusions to which no answer is required. To the extent that an answer is required, SIGMA denies the allegations.

Further, in the Court's October 2, 2013 decision and order, the Clayton Act and Sherman Act claims were dismissed in their entirety and they are no longer a basis for subject matter jurisdiction.

12. SIGMA admits that it has transacted business in this District. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations to the extent they pertain to McWane and Star, and denies them on that basis. SIGMA states that the remaining allegations in paragraph 12 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the remaining allegations in paragraph 12.

13. SIGMA admits that it transacted business in this District. SIGMA denies that it engaged in a conspiracy of any sort and denies all allegations related to a conspiracy. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations to the extent they pertain to McWane and Star, and denies them on that basis. SIGMA states that the remaining allegations in paragraph 13 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the remaining allegations in paragraph 13.

14. SIGMA states that the allegations in paragraph 14 concerning "purposeful availment" are legal conclusions to which

no answer is required. SIGMA denies the remaining allegations in paragraph 14. SIGMA further responds that pursuant to the Court's October 2, 2013 order, all claims against SIGMA were dismissed except those claims concerning the following states: Florida, Indiana, Kansas, Michigan, New Hampshire, New York, North Carolina.

15. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 15, and denies them on that basis.

16. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16, and denies them on that basis.

17. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 17, and denies them on that basis.

18. SIGMA denies the allegations in paragraph 18.

19. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 19, and denies them on that basis.

20. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20, and denies them on that basis.

21. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 21, and denies them on that basis.

22. SIGMA denies the allegations in paragraph 22.

23. SIGMA admits that the City of Hallandale Beach is a city located in Florida.

24. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 24, and denies them on that basis.

25. SIGMA denies the allegations in paragraph 25.

26. Paragraph 26 refers to a party whose claims have been dismissed by this Court. Therefore no response to the allegations in paragraph 26 is required.

27. Paragraph 27 refers to a party whose claims have been dismissed by this Court. Therefore no response to the allegations in paragraph 27 is required.

28. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 28, and denies them on that basis.

29. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29, and denies them on that basis.

30. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 30, and denies them on that basis.

31. SIGMA denies the allegations contained in paragraph 31.

32. Paragraph 32 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations in paragraph 32 is required.

33. Paragraph 33 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations contained in paragraph 33 is required.

34. Paragraph 34 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations contained in paragraph 34 is required.

35. SIGMA admits that Wayne County is a county located in Michigan.

36. SIGMA denies the allegations in the second sentence of paragraph 36. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 36, and denies them on that basis.

37. Paragraph 37 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations contained in paragraph 37 is required.

38. Paragraph 38 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations contained in paragraph 38 is required.

39. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 39, and denies them on that basis.

40. SIGMA denies the allegations in the second sentence of paragraph 40. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 40, and denies them on that basis.

41. Paragraph 41 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations contained in paragraph 41 is required.

42. Paragraph 42 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations contained in paragraph 42 is required.

43. Paragraph 43 refers to a party whose claims have been dismissed by this Court. Therefore, no response to the allegations contained in paragraph 43 is required.

44. SIGMA admits that it is a New Jersey corporation with its principal place of business at 700 Goldman Drive in Cream Ridge, New Jersey. SIGMA admits that it has sold DIPF throughout much of the United States.



45. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 45 and denies them on that basis.

46. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 46 and denies them on that basis.

47. SIGMA denies the allegations in paragraph 47.

48. SIGMA denies the allegations in paragraph 48.

49. SIGMA denies the allegations in paragraph 49.

50. SIGMA admits that DIPF are used in pipeline systems that transport drinking and waste water under pressurized conditions in municipal distribution systems and treatment plants. SIGMA admits that DIPF are used to join pipes, valves and hydrants in straight lines, and to change, divide or direct the flow of water.

51. SIGMA admits that: independent wholesale distributors, sometimes referred to as "waterworks distributors," are a channel of distribution of DIPF to end users; that waterworks distributors distribute products for water infrastructure projects and may handle the full spectrum of waterworks products, including pipes, DIPF, valves and hydrants; and that some water authorities purchase DIPF directly from SIGMA. SIGMA lacks knowledge and information sufficient to

form a belief about the truth of the remaining allegations in paragraph 51, and denies them on that basis.

52. To the extent the allegations in paragraph 52 purport to quote or paraphrase from documents, those documents are in writing and speak for themselves. To the extent a response is required, SIGMA admits that: DIPF may be components of pipeline systems transporting drinking and waste water under pressurized conditions in municipal distribution systems and treatment plants; DIPF may be used to join pipes, valves and hydrants in straight lines; and DIPF may be used to help to change or direct the flow of water. SIGMA also admits that PVC pipe may be used for some of the same functions. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 52, and denies them on that basis.

53. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53, and denies them on that basis.

54. SIGMA denies the allegations in paragraph 54.

55. SIGMA denies the allegations in paragraph 55 to the extent that they pertain to SIGMA. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 55, and denies them on that basis.

56. SIGMA denies the allegations in paragraph 56.

57. To the extent the allegations in paragraph 57 purport to characterize a document, SIGMA denies these allegations as the document is in writing and speaks for itself. To the extent the allegations in paragraph 57 pertain to SIGMA, SIGMA denies them. As to the remaining allegations in paragraph 57, SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57, and denies them on that basis.

58. SIGMA denies the allegations in paragraph 58.

59. SIGMA denies the allegations in paragraph 59 to the extent that they pertain to SIGMA. As to the remaining allegations in paragraph 59, SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 59, and denies them on that basis.

60. To the extent the allegations in paragraph 60 purport to quote from a document, SIGMA denies these allegations as the document is in writing and speaks for itself. To the extent a response is required, SIGMA denies the allegations in paragraph 60.

61. To the extent the allegations in paragraph 61 purport to quote from a document, SIGMA denies these allegations as the document is in writing and speaks for itself. To the

extent a response is required, SIGMA denies the allegations in paragraph 61.

62. To the extent that the allegations in paragraph 62 pertain to SIGMA, SIGMA denies them. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 62, and denies them on that basis.

63. SIGMA denies the allegations in paragraph 63.

64. To the extent that the allegations in paragraph 64 pertain to SIGMA, SIGMA denies them. As to the remaining allegations in paragraph 64, SIGMA lacks knowledge or information sufficient to form a belief as to the truth of he allegations contained in paragraph 64, and denies them on that basis.

65. SIGMA admits that, as a part of DIFRA, it submitted to an independent accounting firm certain limited volume information related to shipments of DIPF and that the information was divided into two categories according to diameter range and fittings types. It is further admitted that the independent accounting firm aggregated the data and sent the aggregate reports to members of DIFRA. The remaining allegations in paragraph 64 are denied.

66. SIGMA denies the allegations contained in paragraph 66.

67. To the extent the allegations in paragraph 67 purport to characterize a document, SIGMA denies these allegations as the document is in writing and speaks for itself. To the extent that the allegations in paragraph 67 pertain to SIGMA, SIGMA denies them. As to the remaining allegations in paragraph 67, SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67, and denies them on that basis.

68. SIGMA denies the allegations contained in paragraph 68.

69. To the extent that the allegations in paragraph 69 refer to SIGMA, SIGMA denies them. SIGMA lacks knowledge or information sufficient to form a belief as to the remaining allegations in paragraph 69, and denies them on that basis.

70. SIGMA denies the allegations contained in paragraph 70.

71. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71, and denies them on that basis.

72. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72, and denies them on that basis.

73. SIGMA denies the allegations contained in paragraph 73.

74. To the extent that the allegations in paragraph 74 refer to SIGMA, SIGMA denies them. SIGMA lacks knowledge or information sufficient to form a belief as to the remaining allegations in paragraph 74, and denies them on that basis

75. SIGMA denies the allegations contained in paragraph 75.

76. SIGMA states that the allegations contained in paragraph 76 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations contained in paragraph 76.

77. SIGMA admits that Congress enacted the American Recovery and Reinvestment Act ("ARRA") in February 2009 and that the ARRA made certain funds available for the potential construction of water infrastructure projects in the United States. The remaining allegations in paragraph 77 are legal conclusions to which no answer is required. To the extent that an answer is required, SIGMA states that ARRA is in writing and speaks for itself, and therefore denies the remaining allegations.

78. SIGMA states that the allegations in paragraph 78 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 78, and denies them on that basis.

79. SIGMA states that the allegations in paragraph 79 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 79, and denies them on that basis.

80. To the extent the allegations in paragraph 80 refer to SIGMA, SIGMA denies them. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 80, and denies them on that basis.

81. To the extent the allegations in paragraph 81 refer to SIGMA, SIGMA denies them. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 81, and denies them on that basis.

82. To the extent the allegations in paragraph 82 refer to SIGMA, SIGMA denies them. SIGMA states that the allegations in paragraph 82 about "monopoly" are conclusions of law to which no answer is required. SIGMA lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 82, and denies them on that basis.

83. SIGMA states that the allegations in paragraph 83 about "monopoly power" are conclusions of law to which no answer

is required. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 83, and denies them on that basis.

84. SIGMA admits that, after enactment of the ARRA, it took steps to evaluate the possibility of manufacturing DIPF in the United States. The remaining allegations in paragraph 84 are denied as stated.

85. SIGMA admits that on September 22, 2009, it released a letter to its customers. SIGMA states that the September 22, 2009 customer letter is a writing that speaks for itself, and therefore denies the allegations in paragraph 85.

86. SIGMA admits that in September 2009 it entered into a Master Distribution Agreement, the terms of which speak for themselves. SIGMA denies the remaining allegations in paragraph 86.

87. SIGMA admits that in September 2009 it entered into a Master Distribution Agreement, the terms of which speak for themselves. SIGMA denies the remaining allegations in paragraph 87.

88. SIGMA admits that on September 22, 2009 it released a letter to its customers. SIGMA states that the September 22, 2009 customer letter is a writing that speaks for itself and therefore denies the allegations in paragraph 88.

89. SIGMA denies the allegations in paragraph 89.



90. SIGMA admits that in September 2009 it entered into a Master Distribution Agreement, the terms of which speak for themselves. SIGMA denies the remaining allegations in paragraph 90.

91. SIGMA denies the allegations in paragraph 91.

92. SIGMA denies the allegations in paragraph 92.

93. To the extent the allegations in paragraph 93 purport to characterize or quote from documents, SIGMA denies these allegations as the document is in writing and speaks for itself. To the extent a response is required, SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 93, and denies them on that basis.

94. SIGMA denies the allegations in paragraph 94.

95. SIGMA denies the allegations in paragraph 95.

96. SIGMA denies the allegations in paragraph 96.

97. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 97, and denies them on that basis.

98. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 98, and denies them on that basis.

99. SIGMA lacks knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 99, and denies them on that basis.

100. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 100, and denies them on that basis.

101. SIGMA admits that in September 2009 it entered into a Master Distribution Agreement, the terms of which speak for themselves. SIGMA denies the remaining allegations in paragraph 101 pertaining to SIGMA. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 101.

102. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 102, and denies them on that basis.

103. The allegations in paragraph 67 purport to characterize a document, SIGMA denies these allegations as the document is a writing and speaks for itself.

104. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 104, and denies them on that basis.

105. To the extent the allegations in paragraph 105 refer to SIGMA, SIGMA denies them. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the

remaining allegations in paragraph 105, and denies them on that basis.

106. SIGMA states that the allegations in paragraph 106 are conclusions of law to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 106.

107. SIGMA denies the allegations in paragraph 107.

108. SIGMA admits that on January 4, 2012, the FTC filed a complaint against SIGMA and a complaint against the other defendants, each of which is a writing and speaks for itself. SIGMA denies the remaining allegations in paragraph 108.

109. SIGMA admits that on the same day the FTC filed the two administrative complaints, SIGMA entered into a consent decree with the FTC. The consent decree is in writing and speaks for itself. SIGMA did not admit to any wrongdoing. SIGMA denies the remaining allegations in paragraph 109.

110. SIGMA admits that on March 20, 2012, Star entered into a consent decree with the FTC. The Star consent decree is in writing and speaks for itself. SIGMA lacks knowledge or information sufficient to form a belief as to the remaining allegations in paragraph 110.

111. The allegations in paragraph 111 are legal conclusions to which no answer is required. To the extent an

answer is required, SIGMA denies the allegations in paragraph 111.

112. SIGMA denies the allegations in paragraph 112.

113. SIGMA admits that it sells DIPF that meet industry-wide standards. SIGMA denies the remaining allegations in paragraph 113.

114. SIGMA denies the allegations in paragraph 114.

115. SIGMA states that the allegations in paragraph 115 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 115.

116. SIGMA admits that DIPF are a relatively small portion of the costs of waterworks projects. SIGMA denies the remaining allegations in paragraph 116.

117. SIGMA denies the allegations in paragraph 117 pertaining to SIGMA. SIGMA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 117, and denies them on that basis.

118. SIGMA denies the allegations in paragraph 118.

119. SIGMA denies the allegations in paragraph 119.

120. SIGMA denies the allegations in paragraph 120.

121. To the extent the allegations in paragraph 121 purport to characterize or quote from documents, SIGMA denies these allegations as the document is a writing and speaks for

itself. SIGMA denies the remaining allegations in paragraph 121.

122. SIGMA denies the allegations in paragraph 122.

123. SIGMA denies that there was a conspiracy of any sort. SIGMA states that the remaining allegations in paragraph 123 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 123.

124. SIGMA states that the allegations in paragraph 124 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 124.

125. SIGMA denies the allegations in paragraph 125.

126. SIGMA denies that there was a conspiracy of any sort. SIGMA states that the remaining allegations in paragraph 126 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 126.

127. SIGMA denies that there was a conspiracy of any sort. SIGMA states that the remaining allegations in paragraph 127 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 127.

128. SIGMA denies the allegations in paragraph 128.

129. SIGMA denies that there was a conspiracy of any sort. SIGMA states that the remaining allegations in paragraph 129 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 129.

130. SIGMA denies that there was a conspiracy of any sort. SIGMA states that the remaining allegations in paragraph 130 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 130.

131. Paragraph 131 refers to claims for equitable and injunctive relief that have been dismissed by this Court. SIGMA further states that the allegations in paragraph 131 are legal conclusions to which no answer is required. Therefore, no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 131. SIGMA specifically denies that class treatment is appropriate.

132. Paragraph 131 refers to claims under various state laws that have been dismissed by this Court. SIGMA further states that the allegations in paragraph 132 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 132. SIGMA specifically denies that class treatment is appropriate.

133. SIGMA admits that plaintiffs purport to reserve the right to amend the class definitions in paragraph 133 and that the allegations are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 133. SIGMA specifically denies that class treatment is appropriate.

134. SIGMA states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 134 concerning the size of the alleged class(es), and denies them on that basis. SIGMA states that the remaining allegations in paragraph 134 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 134. SIGMA specifically denies that class treatment is appropriate.

135. SIGMA states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 135 concerning the records in plaintiffs' possession, and denies them on that basis. SIGMA states that the remaining allegations in paragraph 135 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 135.

136. SIGMA states that the allegations in paragraph 136 are conclusions of law to which no answer is required. To

the extent an answer is required, SIGMA denies the allegations in paragraph 136.

137. SIGMA states that the allegations in paragraph 137 are conclusions of law to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 137.

138. SIGMA states that the allegations in paragraph 138 are conclusions on law to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 138.

139. SIGMA states that the allegations in paragraph 139 are conclusions of law to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 139:

140. SIGMA states that the allegations in paragraph 140 are conclusions of law to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 140. SIGMA specifically denies that class treatment is appropriate.

141. SIGMA states that the allegations in paragraph 141 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 141.

**ANSWER TO FIRST CLAIM FOR RELIEF**



142. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs.

143. Paragraph 143 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

144. Paragraph 144 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

145. Paragraph 145 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

146. Paragraph 146 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

147. Paragraph 147 refers to a claim for relief that has been dismissed by this Court. Therefore no answer is required.

148. Paragraph 148 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

149. Paragraph 149 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

**ANSWER TO SECOND CLAIM FOR RELIEF**

150. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs.

151. Paragraph 151 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

152. Paragraph 152 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

153. Paragraph 153 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

154. Paragraph 154 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

**ANSWER TO THIRD CLAIM FOR RELIEF**

155. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs.

156. SIGMA denies the allegations in paragraph 156.

157. SIGMA denies the allegations in paragraph 157.

158. SIGMA denies the allegations in paragraph 158.

159. SIGMA denies the allegations in paragraph 159.

160. SIGMA states that the allegations in paragraph 160 are legal conclusions to which no answer is required and states that the paragraph refers to claims that were dismissed

pursuant to the Court's order and decision dated October 2, 2013. To the extent an answer is required, SIGMA denies the allegations in paragraph 160. SIGMA further denies that a class action is proper.

161. Paragraph 161 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

162. Paragraph 162 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

163. Paragraph 163 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

164. Paragraph 164 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

165. SIGMA states that the allegations in paragraph 165 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 165.

166. Paragraph 166 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

167. SIGMA denies the allegations in paragraph 167.

168. Paragraph 168 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

169. Paragraph 169 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

170. Paragraph 170 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

171. Paragraph 171 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

172. SIGMA denies the allegations in paragraph 172.

173. Paragraph 173 refers to a claims for relief that has been dismissed by this Court. Therefore, no answer is required.

174. SIGMA denies the allegations in paragraph 174.

175. SIGMA denies the allegations in paragraph 175.

176. Paragraph 176 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

177. Paragraph 177 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

178. Paragraph 178 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

179. Paragraph 179 refers to a claim for relief that has been dismissed by this court. Therefore, no answer is required.

180. Paragraph 180 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

181. Paragraph 181 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

182. Paragraph 182 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

183. Paragraph 183 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

184. SIGMA denies the allegations in paragraph 184. SIGMA further states that the paragraph refers to claims that have been dismissed by the Court.

185. SIGMA denies the allegations in paragraph 185.

186. SIGMA admits that plaintiffs purport to seek damages and additional relief, but denies that plaintiffs have

any basis for obtaining any relief from SIGMA, either alone or on behalf of any putative class. SIGMA denies the remaining allegations in paragraph 186.

**ANSWER TO FOURTH CLAIM FOR RELIEF**

187. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs.

188. SIGMA denies the allegations in paragraph 188.

189. SIGMA states that the allegations in paragraph 189 are legal conclusions to which no answer is required and states that the paragraph refers to claims that were dismissed pursuant to the Court's order and decision dated October 2, 2013. To the extent an answer is required, SIGMA denies the allegations in paragraph 189. SIGMA further denies that a class action is proper.

190. Paragraph 190 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

191. Paragraph 191 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

192. SIGMA denies the allegations in paragraph 192.

193. Paragraph 193 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

194. Paragraph 194 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

195. Paragraph 195 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

196. SIGMA denies the allegations in paragraph 196.

197. Paragraph 197 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

198. SIGMA denies the allegations in paragraph 198.

199. Paragraph 199 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

200. Paragraph 200 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

201. SIGMA denies the allegations in paragraph 201.

202. SIGMA denies the allegations in paragraph 202.

203. SIGMA admits that plaintiffs purport to seek damages and additional relief, but denies that plaintiffs have any basis for obtaining any relief from SIGMA, either alone or on behalf of any putative class. SIGMA denies the remaining allegations in paragraph 203.

**ANSWER TO FIFTH CLAIM FOR RELIEF**

204. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs.

205. SIGMA denies the allegations in paragraph 205.

206. SIGMA denies the allegations in paragraph 206.

207. SIGMA denies the allegations in paragraph 207.

208. SIGMA denies the allegations in paragraph 208.

209. SIGMA states that the allegations in paragraph 209 are conclusions of law to which no answer is required and states that the paragraph refers to claims that were dismissed pursuant to the Court's order and decision dated October 2, 2013. To the extent an answer is required, SIGMA denies the allegations in paragraph 209. SIGMA further denies that a class action is proper.

210. Paragraph 210 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

211. Paragraph 211 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

212. Paragraph 212 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.



213. Paragraph 213 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

214. SIGMA denies the allegations in paragraph 214.

215. Paragraph 215 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

216. SIGMA denies the allegations in paragraph 216.

217. Paragraph 217 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

218. Paragraph 218 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

219. Paragraph 219 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

220. Paragraph 220 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

221. SIGMA denies the allegations in paragraph 221.

222. Paragraph 222 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

223. SIGMA denies the allegations in paragraph 223.

224. SIGMA denies the allegations in paragraph 224.

225. Paragraph 225 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

226. Paragraph 226 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

227. Paragraph 227 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

228. Paragraph 228 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

229. Paragraph 229 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

230. Paragraph 230 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

231. Paragraph 231 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

232. Paragraph 232 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

233. SIGMA denies the allegations in paragraph 233.

234. SIGMA denies the allegations in paragraph 234.

235. SIGMA admits that plaintiffs purport to seek damages and additional relief, but denies that plaintiffs have any basis for obtaining any relief from SIGMA, either alone or on behalf of any putative class. SIGMA denies the remaining allegations in paragraph 235.

**ANSWER TO SIXTH CLAIM FOR RELIEF**

236. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs. SIGMA denies the allegations in the second sentence of paragraph 236.

237. SIGMA states that the allegations in paragraph 237 are legal conclusions to which no answer is required and states that the paragraph refers to claims that were dismissed pursuant to the Court's order and decision dated October 2, 2013. To the extent an answer is required, SIGMA denies the allegations in paragraph 237. SIGMA further denies that a class action is proper.

238. Paragraph 238 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

239. Paragraph 239 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

240. SIGMA denies the allegations in paragraph 240.

241. Paragraph 241 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

242. Paragraph 242 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

243. Paragraph 243 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

244. SIGMA denies the allegations in paragraph 244.

245. Paragraph 245 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

246. SIGMA denies the allegations in paragraph 246.

247. Paragraph 247 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

248. Paragraph 248 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

249. SIGMA denies the allegations in paragraph 249.

250. SIGMA denies the allegations in paragraph 250.

251. SIGMA admits that plaintiffs purport to seek damages and additional relief, but denies that plaintiffs have any basis for obtaining any relief from SIGMA, either alone or on behalf of any putative class. SIGMA denies the remaining allegations in paragraph 251.

**ANSWER TO SEVENTH CLAIM FOR RELIEF**

252. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs.

253. SIGMA states that the allegations in paragraph 253 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 253.

254. SIGMA states that the allegations in paragraph 254 are legal conclusions to which no answer is required and states that the paragraph refers to claims that were dismissed pursuant to the Court's order and decision dated October 2, 2013. To the extent an answer is required, SIGMA denies the allegations in paragraph 254. SIGMA further denies that a class action is proper.

255. Paragraph 255 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

256. Paragraph 256 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

257. Paragraph 257 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

258. SIGMA states that the allegations in paragraph 258 are conclusions of law to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 258.

259. Paragraph 259 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

260. Paragraph 260 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

261. Paragraph 261 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

262. Paragraph 262 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

263. SIGMA states that the allegations in paragraph 263 are legal conclusions to which no answer is required. To

the extent an answer is required, SIGMA denies the allegations in paragraph 263.

264. Paragraph 264 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

265. Paragraph 265 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

266. Paragraph 266 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

267. Paragraph 267 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

268. SIGMA states that the allegations in paragraph 268 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 268.

269. Paragraph 269 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

270. SIGMA states that the allegations in paragraph 270 are legal conclusions to which no answer is required. To

the extent an answer is required, SIGMA denies the allegations in paragraph 270.

271. SIGMA states that the allegations in paragraph 271 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegation in paragraph 271.

272. Paragraph 272 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

273. Paragraph 273 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

274. Paragraph 274 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

275. Paragraph 275 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

276. Paragraph 276 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

277. Paragraph 277 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.



278. Paragraph 278 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

279. Paragraph 279 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

280. SIGMA states that the allegations in paragraph 280 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 280.

281. SIGMA states that the allegations in paragraph 281 are legal conclusions to which no answer is required. To the extent an answer is required, SIGMA denies the allegations in paragraph 281.

282. SIGMA admits that plaintiffs purport to seek damages and additional relief, but denies that plaintiffs have any basis for obtaining any relief from SIGMA, either alone or on behalf of any putative class. SIGMA denies the remaining allegations in paragraph 282.

**ANSWER TO EIGHTH CLAIM FOR RELIEF**

283. SIGMA incorporates by reference its answers to the allegations in the preceding paragraphs.

284. Paragraph 284 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

285. Paragraph 285 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

286. Paragraph 286 refers to a claim for relief that has been dismissed by this Court. Therefore, no answer is required.

**ANSWER TO PLAINTIFFS' PRAYER FOR RELIEF**

SIGMA states that no answer is required to plaintiffs' prayer for relief. To the extent that an answer is required, SIGMA denies the allegations in the prayer for relief and denies that plaintiffs have any basis for obtaining any relief from SIGMA, either alone or on behalf of any putative class, as requested in their complaint or otherwise. SIGMA also denies that a class action is proper.

**AFFIRMATIVE DEFENSES**

SIGMA alleges and asserts the following defenses in answer to the allegations in the complaint, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how the defenses are denominated below.

**First Affirmative Defense**

The complaint, in whole or in part, fails to state a claim against SIGMA upon which relief can be granted.

**Second Affirmative Defense**

Plaintiffs lack standing to assert a claim against SIGMA.

**Third Affirmative Defense**

Plaintiffs have not properly alleged, and cannot prove that there exists, either a relevant product market and/or a relevant geographic market cognizable under the antitrust laws.

**Fourth Affirmative Defense**

This action is not properly maintained as a class action.

**Fifth Affirmative Defense**

The alleged conduct has substantial pro-competitive justifications and benefits consumers and the public interest.

**Sixth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, because some or all of the Indirect Plaintiffs and alleged class members failed to avail themselves of or seek alternative prices or sources of supply.

**Seventh Affirmative Defense**

The alleged conduct did not lessen or harm competition or harm competitors.

**Eighth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, because certain putative class members have admitted that the alleged conduct has substantial pro-competitive justifications and benefits, and/or otherwise consented to the alleged conduct.

**Ninth Affirmative Defense**

The claims against SIGMA are barred because plaintiffs have no injury-in-fact or antitrust injury traceable to SIGMA's alleged conduct.

**Tenth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, because some or all of the injury claimed by Indirect Plaintiffs and alleged class members is speculative, derivative, indirect, and remote.

**Eleventh Affirmative Defense**

Any alleged act or omission by or on behalf of SIGMA constituted bona fide business competition undertaken in pursuit of legitimate business interests and not for the purpose or effect of injuring competition.

**Twelfth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, by the applicable statute of limitations.

**Thirteenth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, by laches, estoppel, and/or waiver.

**Fourteenth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, because the injury and damages claims by Indirect Plaintiffs and alleged class members, if any, were not actually passed on to Indirect Plaintiffs and alleged class members.

**Fifteenth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, by the doctrine of unclean hands.

**Sixteenth Affirmative Defense**

Plaintiff would be unjustly enriched if allowed to recover all or part of the damages alleged in the complaint.

**Seventeenth Affirmative Defense**

The claims against SIGMA are barred to the extent they seek damages that would constitute duplicative recovery.

**Eighteenth Affirmative Defense**

There have been no class-wide damages as alleged by plaintiffs.

**Nineteenth Affirmative Defense**

Any damages that plaintiffs allege to have suffered are too remote, speculative, and/or uncertain to allow for a recovery.

**Twentieth Affirmative Defense**

The ARRA did not create a legally cognizable market under the antitrust laws.

**Twenty-First Affirmative Defense**

The claims against SIGMA fail because they cannot prove that SIGMA was a viable, potential manufacturer of domestically manufactured DIPF.

**Twenty-Second Affirmative Defense**

The claims against SIGMA fail because they cannot prove that SIGMA would have been a more efficient manufacturer of domestically manufactured DIPF than McWane and, as result, fittings prices would have been any lower.

**Twenty-Third Affirmative Defense**

The claims against SIGMA are preempted, in whole or in part, by provisions of other federal and state laws and regulations.

**Twenty-Fourth Affirmative Defense**

The claims against SIGMA are barred by the meeting competition defense.

**Twenty-Fifth Affirmative Defense**

Plaintiffs failed to mitigate any damages that they allegedly suffered.

**Twenty-Sixth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, by proportionate responsibility.

**Twenty-Seventh Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, because Indirect Plaintiffs and alleged class members are not consumers under the alleged consumer protection laws.

**Twenty-Eighth Affirmative Defense**

The claims against SIGMA are barred to the extent Indirect Plaintiffs and alleged class members seek the extraterritorial application of state laws.

**Twenty-Ninth Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, because Indirect Plaintiffs and alleged class members do not allege wholly or predominantly intrastate conduct.

**Thirtieth Affirmative Defense**

The claims against SIGMA are barred to the extent the claims of Indirect Plaintiffs and alleged class members are based on the state laws of Florida, Indiana, Kansas, Michigan, New Hampshire, New York, and North Carolina, respectively, with no impact on the residents of Florida, Indiana, Kansas,

Michigan, New Hampshire, New York, and North Carolina, respectively.

**Thirty-First Affirmative Defense**

The claims against SIGMA under New York law are barred because the Indirect Plaintiffs and alleged class members did not provide the required notice to the New York Attorney General.

**Thirty-Second Affirmative Defense**

The claims against SIGMA are barred, in whole or in part, because Indirect Plaintiffs and alleged class members did not rely on any statements or actions of SIGMA, or any alleged reliance was unreasonable or unjustified.

**Thirty-Third Affirmative Defense**

Plaintiffs are not entitled to recover any damages as they passed on any overcharges to their customers and, therefore, experienced no injury.

**Thirty-Fourth Affirmative Defense**

Plaintiffs are not proper plaintiffs for purposes of representing a class.

**Thirty-Fifth Affirmative Defense**

The claims against SIGMA fail because they are unable to disaggregate the effect of SIGMA's lawful conduct from the effect of the allegedly unlawful conduct.



**Thirty-Sixth Affirmative Defense**

The claims against SIGMA are barred because SIGMA's alleged conduct was lawful, justified, and pro-competitive, constituted bona fide business practices, and was carried out in furtherance of SIGMA's independent and legitimate business interests.

**Thirty-Seventh Affirmative Defense**

To the extent that actionable conduct occurred, Plaintiffs' and the proposed class members' claims against SIGMA are barred because all such conduct would have been committed by individuals acting ultra vires.

**Thirty-Eighteenth Affirmative Defense**

The claims against SIGMA under Indiana law are barred because it is a violation of state and/or federal law for the State of Indiana, and any of its sub-divisions, to be represented by counsel other than through the Attorney General of Indiana.

**RESERVATION OF RIGHTS**

SIGMA reserves the right to assert and rely on other applicable defenses as may become available or apparent as discovery proceeds, and to amend its answer and/or defenses.

SIGMA reserves the right to adopt any affirmative defense set forth by any other Defendant applicable to the Third and Fourth Claim for Relief in the Complaint.

**PRAYER FOR RELIEF**

**WHEREFORE**, SIGMA respectfully prays as follows:

1. That plaintiffs and the members of the purported class take nothing by the complaint;
2. That the complaint be dismissed with prejudice;
3. That SIGMA recovers its costs and expenses of suit;
4. Judgment be entered in favor of SIGMA, and against plaintiffs, on all counts in which claims have been asserted against SIGMA; and
5. For such other and further relief as the Court may deem just and proper.

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*Counsel for  
Defendant SIGMA Corporation*

**DATED:** October 30, 2013

**CERTIFICATE OF SERVICE**

I hereby certify that on this 30<sup>th</sup> day of October, 2013, a copy of SIGMA's answer and affirmative defenses to plaintiffs' second amended class action complaint was filed electronically, and is available for viewing and downloading through the Court's CM/ECF System. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to any parties that are unable to accept electronic filing as indicated on the Notice of Electronic Filing.



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Roberto A. Rivera-Soto