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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE DUCTILE IRON PIPE FITTINGS
("DIPF") INDIRECT PURCHASER
ANTITRUST LITIGATION

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:
: Civil Action No.: 12-169 (AET)(LHG)
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:
: DEFENDANT STAR PIPE PRODUCTS,
: LTD.'S ANSWER TO SECOND AMENDED
: CLASS ACTION COMPLAINT OF
: INDIRECT PURCHASER PLAINTIFFS
:
:
:

Defendant Star Pipe Products, Ltd. ("**Star**"), by way of answer to the Second Amended Class Action Complaint ("**Complaint**") of Indirect Purchaser Plaintiffs Yates Construction Co., Inc.; City of Hallandale Beach, Florida; South Huntington Water District; Wayne County, Michigan; and Water District No. 1 of Johnson County, Kansas (collectively "**Indirect Plaintiffs**")¹ says:

¹ The following Indirect Plaintiffs' claims were dismissed against Star in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to these claims: Waterline Industries Corporation & Waterline Services, LLC; City of Blair, Nebraska; City of Fargo, North Dakota; Village of Woodridge, New York; and Town of Fallsburg, New York.

1. Star denies the allegations contained in paragraph 1 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 1 as to others.

2. Star admits the allegations contained in paragraph 2 of the Complaint.

3. Star admits that McWane, Sigma, and Star were the primary sellers, importers, and manufacturers of DIPF in the 2008-2010 time period. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations contained in paragraph 3 of the Complaint.

4. Star denies the allegations contained in paragraph 4 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 4 as to others.

5. Star admits the factual allegation in paragraph 5 of the Complaint that the ARRA was enacted in February 2009. Star states that the ARRA speaks for itself regarding its terms and conditions. Star admits the factual allegations in the third sentence of paragraph 5 as to Star. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 5.

6. The allegations in paragraph 6 of the Complaint are directed at McWane and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 6.

7. Star admits that it was adversely impacted by McWane's exclusive-dealing policies. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 7 of the Complaint.

8. Star admits that it began selling domestic DIPF in 2009 and that it was adversely impacted by McWane's exclusive-dealing policies. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 8 of the Complaint.

9. Several Indirect Plaintiffs' claims were dismissed against Star in their entirety in the Court's October 2, 2013 order, and therefore, Star only responds to the allegations in paragraph 9 of the Complaint as to Indirect Plaintiffs Yates, Hallandale, SHWD, Wayne County, and Johnson County. Paragraph 9 attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

10. Many claims were dismissed against Star in their entirety in the Court's October 2, 2013 order, and therefore, Star only responds to the allegations in paragraph 10 of the Complaint as to the remaining causes of action. Star admits that Indirect Plaintiffs make such allegations as are recited in paragraph 10, but Star denies that it has violated the Clayton Act or any state antitrust, unfair competition, or consumer protection laws, and Star also denies that Indirect Plaintiffs have any injury or are entitled to any damages against Star or that a class action is proper. To the extent that any further response to this paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

11. Star admits that Indirect Plaintiffs make such allegations as are recited in paragraph 11 of the Complaint, but Star denies it has violated the Clayton Act or the Sherman Act, and Star also denies that a class action or class relief is proper and that Indirect Plaintiffs have any injury or are entitled to any damages against Star. Further, in the Court's October 2,

2013 order, the Clayton Act and Sherman Act claims were dismissed in their entirety, and they are no longer a basis for subject matter jurisdiction. To the extent that any further response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations.

12. Star admits that Star transacts business within this District and that Indirect Plaintiffs have alleged proper venue. Star denies that it is found or has agents within this District, and Star also denies that it has violated any laws and any alleged corresponding effect on interstate trade and commerce in this District. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 12 of the Complaint as to others.

13. Star admits the allegations in sub-parts (b), (c), and (d) of the first sentence of paragraph 13 of the Complaint to the extent that Star has transacted business in many parts of the United States. Star denies the allegations in sub-part (a) of the first sentence. The second sentence of paragraph 13 attempts to state a legal conclusion as to unspecified facts to which no response is required.

14. The Complaint was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Florida, Kansas, Michigan, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 14 of the Complaint as to any other states. Paragraph 14 attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star admits that Star has transacted business in many parts of the United States, denies the remaining allegations as to Star, and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

15. This Plaintiff's claims were dismissed against Star in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 15 of the Complaint.

16. This Plaintiff's claims were dismissed against Star in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 16 of the Complaint.

17. This Plaintiff's claims were dismissed against Star in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 17 of the Complaint.

18. This Plaintiff's claims were dismissed against Star in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 18 of the Complaint.

19. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 19 of the Complaint.

20. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 20 of the Complaint.

21. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 21 of the Complaint.

22. Paragraph 22 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

23. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 23 of the Complaint.

24. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 24 of the Complaint.

25. Paragraph 25 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

26. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 26 of the Complaint.

27. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 27 of the Complaint.

28. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 28 of the Complaint.

29. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 29 of the Complaint.

30. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 30 of the Complaint.

31. Paragraph 31 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this

paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

32. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 32 of the Complaint.

33. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 33 of the Complaint.

34. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 34 of the Complaint.

35. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 35 of the Complaint.

36. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in the first sentence of paragraph 36 of the Complaint. The second sentence of paragraph 36 attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to the second sentence is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

37. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 37 of the Complaint.

38. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 38 of the Complaint.

39. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 39 of the Complaint.

40. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in the first sentence of paragraph 40 of the Complaint. The second sentence of paragraph 40 attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to the second sentence is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

41. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 41 of the Complaint.

42. This Plaintiff's claims were dismissed in their entirety in the Court's October 2, 2013 order, and therefore, Star does not respond to the allegations in paragraph 42 of the Complaint.

43. Paragraph 43 of the Complaint attempts to state a legal conclusions as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 43 of the Complaint.

44. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 44 of the Complaint.

45. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 45 of the Complaint.

46. Star admits the allegations contained in paragraph 46 of the Complaint.

47. Paragraph 47 of the Complaint attempts to state a legal conclusions as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

48. Paragraph 48 of the Complaint attempts to state a legal conclusions as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

49. Paragraph 49 of the Complaint attempts to state a legal conclusions as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

50. Star admits the allegations in paragraph 50 of the Complaint.

51. Star admits the allegations in paragraph 51 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

52. Star admits the factual allegations in paragraph 52 of the Complaint as generally, but not necessarily always, true. The citations and references to the FTC report are recitations to which no response is required.

53. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 53 of the Complaint.

54. Star denies the allegations in paragraph 54 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 54 as to others.

55. Star denies the allegations in paragraph 55 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 55 as to others.

56. Star denies the allegations in paragraph 56 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 56 as to others.

57. Star admits that McWane apparently sent a letter to McWane's customers publicly announcing changes to McWane's multipliers in January 2008. Star denies the remaining allegations in paragraph 57 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

58. Star admits that Dan McCutcheon had a few phone calls with Larry Rybacki in January and February 2008. Otherwise, Star denies the allegations in paragraph 58 of the Complaint.

59. Star admits that Star sent a letter to Star's customers announcing changes to Star's multipliers in January 2008. Star denies the remaining allegations in paragraph 59 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

60. The allegations in paragraph 60 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 60.

61. Star admits that Matt Minamyler sent an email that contained the quote in paragraph 61 of the Complaint. Star denies the remaining allegations in paragraph 61.

62. Star denies the allegations in paragraph 62 of the Complaint.

63. The allegations in paragraph 63 of the Complaint are directed at Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 63.

64. Star admits that it submitted limited data as to tons shipped to an accounting firm with Star's shipments reported in several aggregated product categories and that the accounting firm sent reports to Star showing only aggregated overall data without revealing the information separately submitted by any other single company. Star denies the remaining allegations in paragraph 64 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

65. Star admits that it submitted limited data as to tons shipped to an accounting firm with Star's shipments reported in several aggregated product categories and that the accounting firm sent reports to Star showing only aggregated overall data without revealing the information separately submitted by any other single company. Star denies the remaining allegations in paragraph 65 of the Complaint.

66. Paragraph 66 attempts to state a legal conclusion to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 66 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 66 as to others.

67. Star admits that McWane apparently sent a letter to McWane's customers. Star denies the remaining allegations in paragraph 67 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

68. Star denies the allegations in paragraph 68 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

69. Star admits that McWane apparently sent a letter to McWane's customers announcing changes to McWane's multipliers in June 2008. Star sent a letter to Star's customers announcing changes to Star's multipliers later in June 2008. Star denies the remaining allegations in paragraph 69 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

70. The allegations in paragraph 70 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 70.

71. Star admits that McWane apparently sent a letter to McWane's customers announcing changes to McWane's published list prices in April 2009 and Dan McCutcheon of Star had a conversation with Rick Tatman of McWane in April 2009 during which Mr. Tatman stated that McWane had not withdrawn its published price list. Star denies the remaining allegations of paragraph 71 of the Complaint.

72. Star admits that Star subsequently issued a similar published price list for some DIPF products. Star denies the remaining allegations in paragraph 72 of the Complaint.

73. Star denies the allegations in paragraph 73 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

74. Star denies that Star frequently communicated with McWane or Sigma executives, and Star denies the remaining allegations in paragraph 74 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

75. Paragraph 75 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star

denies the allegations in paragraph 75 as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

76. Paragraph 76 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent a response is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 76.

77. Star admits the factual allegation in paragraph 77 of the Complaint that the ARRA was enacted in February 2009. Star states that the ARRA speaks for itself regarding its terms and conditions. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations contained in paragraph 77.

78. The allegations in paragraph 78 of the Complaint are directed at McWane and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 78.

79. The allegations in paragraph 79 of the Complaint are directed at McWane and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 79 as to others.

80. Star admits the allegations contained in paragraph 80 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 80 as to others.

81. Star admits the allegations contained in paragraph 81 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 81 as to others.

82. Paragraph 82 of the Complaint attempts to state a legal conclusion to which no response is required. The allegations in paragraph 82 are also directed at McWane and not at

Star. To the extent that a response to this paragraph is deemed necessary, Star admits the allegations in paragraph 82 of the Complaint as to the impact of McWane's actions on Star. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations contained in paragraph 82.

83. Paragraph 83 of the Complaint attempts to state a legal conclusion to which no response is required. The allegations in paragraph 83 are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 83.

84. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 84 of the Complaint.

85. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 85 of the Complaint.

86. The allegations in paragraph 86 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 86.

87. The allegations in paragraph 87 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 87.

88. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 88 of the Complaint.

89. The allegations in paragraph 89 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 89.

90. The allegations in paragraph 90 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 90.

91. The allegations in paragraph 91 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 91.

92. The allegations in paragraph 92 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 92.

93. The allegations in paragraph 93 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 93.

94. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 94 of the Complaint.

95. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 95 of the Complaint.

96. The allegations in paragraph 96 of the Complaint are directed at McWane and Sigma and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 96.

97. Star admits the allegations in paragraph 97 of the Complaint as to the MJ C153 and flange C110 product lines.

98. Star admits the allegations in the first sentence of paragraph 98 of the Complaint. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in the second sentence of paragraph 98.

99. The allegations in paragraph 99 of the Complaint are directed at McWane and not at Star. Star admits that some customers provided information to Star concerning McWane's distribution policies but lacks sufficient knowledge at this time to admit or deny the remaining allegations contained in paragraph 99 and its subparts (a)-(c).

100. The allegations in paragraph 100 of the Complaint are directed at McWane and not at Star. Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 100.

101. The allegations in paragraph 101 of the Complaint are directed at McWane and not at Star. Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 101.

102. The allegations in paragraph 102 of the Complaint are directed at McWane and not at Star. Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 102.

103. The allegations in paragraph 103 of the Complaint are directed at Sigma and not at Star. Star admits that it was adversely impacted by McWane's and Sigma's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 103.

104. The allegations in paragraph 104 of the Complaint are directed at McWane and not at Star. Star admits the allegations in paragraph 104 as to the impact of McWane's actions

on Star, but Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 104.

105. The allegations in paragraph 105 of the Complaint are directed at McWane and Sigma and not at Star. Star admits the allegations in paragraph 105 as to the impact of McWane's actions on Star, but Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 105.

106. Paragraph 106 of the Complaint attempts to state a legal conclusion to which no response is required. The allegations in paragraph 106 are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 106.

107. The allegations in paragraph 107 of the Complaint are directed at McWane and Sigma and not at Star. Star admits the allegations in paragraph 107 as to the impact of McWane's actions on Star, but Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 107.

108. Star admits that the FTC filed complaints against Defendants, but denies that the FTC had a sufficient basis for the investigation or administrative complaint against Star and denies the remaining allegations of paragraph 108 of the Complaint as to Star. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations of paragraph 108 as to others.

109. Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 109 of the Complaint.

110. Star admits that it entered into a consent decree with the FTC containing the terms in paragraph 110 of the Complaint, but denies that Star ever engaged in any anticompetitive conduct.

111. Paragraph 111 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent a response is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 111.

112. Paragraph 112 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations as to Star contained in paragraph 112 and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

113. Star admits the allegations in the first sentence of paragraph 113 of the Complaint as generally, but not necessarily always, true. The second sentence of paragraph 113 attempts to state a legal conclusion to which no response is required. To the extent that a response to this sentence is deemed necessary, Star denies the allegations as to Star contained in the second sentence of paragraph 113 and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

114. Star lacks sufficient knowledge at this time to admit or deny the amount of sales made by other sellers and denies that it colluded on prices. The remainder of paragraph 114 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the remaining allegations contained in paragraph 114.

115. Paragraph 115 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations contained in paragraph 115.

116. Paragraph 116 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations of paragraph 116.

117. Star admits that it publishes price books listing per-unit prices for most DIPF items it carries and that it sends to many customers initially-suggested multiplier discounts which may be used in partially determining Star's price for DIPF products to that customer. Star admits that McWane and Sigma also public price books listing per-unit prices for many DIPF items and is informed by some customers that McWane and Sigma send to some customers suggested multiplier discounts. Star denies the allegations in the last sentence of paragraph 117 of the Complaint. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 117.

118. Paragraph 118 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 118 is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

119. Paragraph 119 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 119 is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

120. Paragraph 120 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 120 is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

121. Star admits that the Initial Decision of the ALJ in the FTC proceeding contains the language quoted in paragraph 121 of the Complaint. Otherwise, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

122. Paragraph 122 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 122 is deemed necessary, Star denies the allegations that there was a conspiracy as to Star and denies that a class action is appropriate. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations.

123. Paragraph 123 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 123 is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

124. Paragraph 124 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 124 is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

125. Paragraph 125 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 125 is deemed necessary, Star

denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

126. Paragraph 126 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 126 is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

127. Star admits that Star did not tell Indirect Plaintiffs that they were fixing prices, or engaging in other unlawful practices, and Star denies that any such price fixing or unlawful practices occurred. The second sentence of paragraph 127 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a further response is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

128. Star admits that it was a member of DIFRA for a short period of time, that it submitted data as to tons shipped to an accounting firm with Star's shipments reported in several aggregated product categories, and that the accounting firm sent reports to Star showing only aggregated data. Star denies the remaining allegations in paragraph 128 of the Complaint as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

129. Paragraph 129 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 129 is deemed necessary, Star denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

130. Paragraph 130 of the Complaint attempts to state a legal conclusion to which no response is required. To the extent that a response to paragraph 130 is deemed necessary, Star

denies the allegations as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

131. The Complaint was dismissed in the Court's October 2, 2013 order as to all claims for injunctive relief. Therefore, Star does not respond to the allegations in paragraph 131 of the Complaint.

132. The Complaint was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Florida, Kansas, Michigan, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 132 of the Complaint as to any other states. Star admits that Indirect Plaintiffs seek to bring a class action, but denies that such class action, the alleged classes, or the relief sought are proper as alleged in paragraph 132 of the Complaint.

133. Paragraph 133 of the Complaint is a recitation that does not require a response. Star denies that a class action is proper.

134. Paragraph 134 of the Complaint is a recitation that does not require a response or attempts to state a legal conclusion as to unspecified facts to which no response is required. Star denies that a class action is proper.

135. Paragraph 135 of the Complaint is a recitation that does not require a response or attempts to state a legal conclusion as to unspecified facts to which no response is required. Star denies that a class action is proper.

136. Paragraph 136 of the Complaint is a recitation that does not require a response or attempts to state a legal conclusion as to unspecified facts to which no response is required. Star denies that a class action is proper.

137. Paragraph 137 of the Complaint is a recitation that does not require a response or attempts to state a legal conclusion as to unspecified facts to which no response is required. Star denies that a class action is proper.

138. Paragraph 138 of the Complaint is a recitation that does not require a response or attempts to state a legal conclusion as to unspecified facts to which no response is required. Star denies that a class action is proper.

139. Paragraph 139 of the Complaint is a recitation that does not require a response or attempts to state a legal conclusion as to unspecified facts to which no response is required. Star denies that a class action is proper.

140. Paragraph 140 of the Complaint is a recitation that does not require a response or attempts to state a legal conclusion as to unspecified facts to which no response is required. Star denies that a class action is proper.

141. Star admits that Star produced, sold, and shipped DIPF in many parts of the United States from 2008 to 2012. Star denies the remainder of the allegations in paragraph 141 of the Complaint as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

142. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 142 of the Complaint.

143. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and

not at Star. Therefore, Star does not respond to the allegations in paragraph 143 of the Complaint.

144. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 144 of the Complaint.

145. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 145 of the Complaint.

146. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 146 of the Complaint.

147. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 147 of the Complaint.

148. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 148 of the Complaint.

149. The First Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the First Claim for Relief was directed at Sigma and McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 149 of the Complaint.

150. The Second Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the Second Claim for Relief was directed at McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 150 of the Complaint.

151. The Second Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the Second Claim for Relief was directed at McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 151 of the Complaint.

152. The Second Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the Second Claim for Relief was directed at McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 152 of the Complaint.

153. The Second Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the Second Claim for Relief was directed at McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 153 of the Complaint.

154. The Second Claim for Relief was dismissed in its entirety in the Court's October 2, 2013 order, and regardless, the Second Claim for Relief was directed at McWane, and not at Star. Therefore, Star does not respond to the allegations in paragraph 154 of the Complaint.

155. Paragraph 155 of the Complaint is a recitation that does not require a response.

156. Paragraph 156 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this

paragraph is deemed necessary, Star denies the allegations in paragraph 156 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

157. Paragraph 157 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 157 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

158. Star denies the allegations in paragraph 158 of the Complaint as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

159. Paragraph 159 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 159 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

160. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Kansas, Michigan, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 160 of the Complaint as to any other states. Star also denies that a class action is proper. The remainder of Paragraph 160 is a recitation or an attempt to state a legal conclusion that does not require a response.

161. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 161 of the Complaint.

162. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 162 of the Complaint.

163. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 163 of the Complaint.

164. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 164 of the Complaint.

165. Paragraph 165 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 165 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

166. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 166 of the Complaint.

167. Paragraph 167 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 167 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

168. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 168 of the Complaint.

169. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 169 of the Complaint.

170. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 170 of the Complaint.

171. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 171 of the Complaint.

172. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law as to Star. Therefore, Star does not respond to the allegations in paragraph 172 of the Complaint.

173. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 173 of the Complaint.

174. Paragraph 174 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 174 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

175. Paragraph 175 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 175 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

176. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 176 of the Complaint.

177. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 177 of the Complaint.

178. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 178 of the Complaint.

179. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 179 of the Complaint.

180. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 180 of the Complaint.

181. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 181 of the Complaint.

182. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 182 of the Complaint.

183. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 183 of the Complaint.

184. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to all claims against Star for states except Kansas, Michigan, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 184 of the Complaint as to any other states. Star denies the allegations in paragraph 184 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

185. Paragraph 185 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 185 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

186. The Third Claim for Relief was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Kansas, Michigan, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 186 of the Complaint as to any other states. Star admits that Indirect Plaintiffs seek damages, but deny that the damages or relief sought are proper against Star as alleged in paragraph 186 of the Complaint or that a class action is proper. Star lacks sufficient knowledge at this time to admit or deny the allegations as to others.

187. Paragraph 187 of the Complaint is a recitation that does not require a response.

188. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Florida and North Carolina. Therefore, Star does not respond to the allegations in paragraph 188 of the Complaint as to any other states. Paragraph 188 attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 188 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

189. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Florida and North Carolina. Therefore, Star does not respond to the allegations in paragraph 189 of the Complaint as to any other states. Star also denies that a class action is proper. The remainder of Paragraph 189 of the Complaint is a recitation or an attempt to state a legal conclusion that does not require a response.

190. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 190 of the Complaint.

191. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 191 of the Complaint.

192. Paragraph 192 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 192 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

193. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 193 of the Complaint.

194. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 194 of the Complaint.

195. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 195 of the Complaint.

196. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law as to Star. Therefore, Star does not respond to the allegations in paragraph 196 of the Complaint.

197. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 197 of the Complaint.

198. Paragraph 198 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 198 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

199. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 199 of the Complaint.

200. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. Therefore, Star does not respond to the allegations in paragraph 200 of the Complaint.

201. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Florida and North Carolina. Therefore, Star does not respond to the allegations in paragraph 201 of the Complaint as to any other states. Paragraph 201 attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 201 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others.

202. Paragraph 202 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 202 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

203. The Fourth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all claims against Star for all states except Florida and North Carolina. Therefore, Star does not respond to the allegations in paragraph 203 of the Complaint as to any other states. Paragraph 203 attempts to state a legal conclusion as to unspecified facts to which no response is required. To the extent that a response to this paragraph is deemed necessary, Star denies the allegations in paragraph 203 as to Star and lacks sufficient knowledge at this time to admit or deny the allegations as to others. Star also denies that a class action is proper.

204. Paragraph 204 of the Complaint is a recitation that does not require a response.

205. Paragraph 205 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 205.

206. Paragraph 206 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 206.

207. The allegations of paragraph 207 are directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 207.

208. Paragraph 208 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 208.

209. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Kansas, Michigan, New Hampshire, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 209 of the Complaint as to any

other states. Paragraph 209 is a recitation or an attempt to state a legal conclusion that does not require a response. The allegations are also directed at McWane and Sigma and not at Star.

210. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 210 of the Complaint.

211. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 211 of the Complaint.

212. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 212 of the Complaint.

213. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 213 of the Complaint.

214. Paragraph 214 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 214.

215. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 215 of the Complaint.

216. Paragraph 216 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane

and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 216.

217. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 217 of the Complaint.

218. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 218 of the Complaint.

219. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 219 of the Complaint.

220. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 220 of the Complaint.

221. Paragraph 221 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 221.

222. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 222 of the Complaint.

223. Paragraph 223 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane

and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 223.

224. Paragraph 224 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 224.

225. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 225 of the Complaint.

226. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 226 of the Complaint.

227. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 227 of the Complaint.

228. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 228 of the Complaint.

229. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 229 of the Complaint.

230. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 230 of the Complaint.

231. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 231 of the Complaint.

232. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 232 of the Complaint.

233. The Fifth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Kansas, Michigan, New Hampshire, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 233 of the Complaint as to any other states. Paragraph 233 attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 233.

234. Paragraph 234 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 234.

235. The Complaint was dismissed in the Court's October 2, 2013 order as to all states except Kansas, Michigan, New Hampshire, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 235 of the Complaint as to any other states. Star

admits that Indirect Plaintiffs seek damages against McWane and Sigma as alleged in paragraph 235 of the Complaint. Star lacks sufficient knowledge at this time to admit or deny the remaining allegations in paragraph 235.

236. The first sentence of paragraph 236 of the Complaint is a recitation that does not require a response. The remainder of paragraph 236 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, New Hampshire, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 236 of the Complaint as to any other states. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 236.

237. Paragraph 237 of the Complaint is a recitation that does not require a response. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, New Hampshire, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 237 of the Complaint as to any other states. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 237.

238. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 238 of the Complaint.

239. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 239 of the Complaint.

240. Paragraph 240 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 240.

241. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 241 of the Complaint.

242. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 242 of the Complaint.

243. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 243 of the Complaint.

244. Paragraph 244 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 244.

245. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 245 of the Complaint.

246. Paragraph 246 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 246.

247. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 247 of the Complaint.

248. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and Sigma and not at Star. Therefore, Star does not respond to the allegations in paragraph 248 of the Complaint.

249. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, New Hampshire, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 249 of the Complaint as to any other states. Paragraph 249 attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 249.

250. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, New Hampshire, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 250 of the Complaint as to any other states. Paragraph 250 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To

the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 250.

251. The Sixth Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, New Hampshire, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 251 of the Complaint as to any other states. Paragraph 251 attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and Sigma and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 251.

252. Paragraph 252 of the Complaint is a recitation that does not require a response.

253. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, Michigan, New Hampshire, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 253 of the Complaint as to any other states. Paragraph 253 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 253.

254. Paragraph 254 of the Complaint is a recitation that does not require a response. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, Michigan, New Hampshire, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 254 of the Complaint as to any other states. The allegations are also directed at McWane and not at Star. To the extent that a response to this

paragraph is deemed necessary, Star admits that it was adversely impacted by McWane's exclusive-dealing policies, but lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 254.

255. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 255 of the Complaint.

256. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 256 of the Complaint.

257. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 257 of the Complaint.

258. Paragraph 258 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 258.

259. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 259 of the Complaint.

260. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 260 of the Complaint.

261. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 261 of the Complaint.

262. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 262 of the Complaint.

263. Paragraph 263 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 263.

264. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 264 of the Complaint.

265. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 265 of the Complaint.

266. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 266 of the Complaint.

267. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 267 of the Complaint.

268. Paragraph 268 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 268.

269. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 269 of the Complaint.

270. Paragraph 270 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 270.

271. Paragraph 271 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 271.

272. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 272 of the Complaint.

273. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 273 of the Complaint.

274. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 274 of the Complaint.

275. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 275 of the Complaint.

276. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 276 of the Complaint.

277. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 277 of the Complaint.

278. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 278 of the Complaint.

279. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to this state law. The allegations are also directed at McWane and not at Star. Therefore, Star does not respond to the allegations in paragraph 279 of the Complaint.

280. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, Michigan, New Hampshire, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 280 of the Complaint as to any other states. Paragraph 280 attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the

extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 280.

281. Paragraph 281 of the Complaint attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 281.

282. The Seventh Claim for Relief was dismissed in the Court's October 2, 2013 order as to all states except Florida, Michigan, New Hampshire, New York, and North Carolina. Therefore, Star does not respond to the allegations in paragraph 282 of the Complaint as to any other states. Paragraph 282 attempts to state a legal conclusion as to unspecified facts to which no response is required. The allegations are also directed at McWane and not at Star. To the extent that a response to this paragraph is deemed necessary, Star lacks sufficient knowledge at this time to admit or deny the allegations in paragraph 282.

283. The Eighth Claim for Relief was dismissed in its entirety in the Court's October 2, 2013. Therefore, Star does not respond to the allegations in paragraph 283 of the Complaint.

284. The Eighth Claim for Relief was dismissed in its entirety in the Court's October 2, 2013. Therefore, Star does not respond to the allegations in paragraph 284 of the Complaint.

285. The Eighth Claim for Relief was dismissed in its entirety in the Court's October 2, 2013. Therefore, Star does not respond to the allegations in paragraph 285 of the Complaint.

286. The Eighth Claim for Relief was dismissed in its entirety in the Court's October 2, 2013. Therefore, Star does not respond to the allegations in paragraph 286 of the Complaint.

287. Star denies that Indirect Plaintiffs are entitled to certification of a class against Star.

288. Star denies that Indirect Plaintiffs are entitled to any relief against Star.

289. Star denies any other allegations in the Complaint to which a response is required from Star.

AFFIRMATIVE DEFENSES

Star asserts the following defenses and reserves its right to raise additional defenses.

1. The Complaint, in whole or in part, fails to state a claim against Star upon which relief can be granted.

2. The Complaint, in whole or in part, fails to plead with the requisite specificity against Star.

3. Some or all of the Indirect Plaintiffs and alleged class members lack standing to bring a claim against Star.

4. Some or all of the Indirect Plaintiffs and alleged class members lack the requisite injury to bring a claim against Star.

5. The claims against Star are barred, in whole or in part, because Star did not proximately cause damage to some or all of Indirect Plaintiffs and alleged class members.

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

7. The claims against Star are barred, in whole or in part, because some or all of the injury claimed by Indirect Plaintiffs and alleged class members is not attributable to conduct the Sherman, Clayton, Robinson-Patman Acts, and state antitrust or consumer protection laws were designed to prevent.

8. The claims against Star are barred, in whole or in part, because some or all of Indirect Plaintiffs and alleged class members cannot demonstrate actual, cognizable injury or injury-in-fact.

9. The claims against Star 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.

10. The claims against Star are barred, in whole or in part, because of the impossibility of ascertainment and allocation of damages alleged by the Indirect Plaintiffs and alleged class members.

11. The claims against Star are barred, in whole or in part, because some or all of the injury claimed by Indirect Plaintiffs and alleged class members is duplicative of damages sought in the Direct Purchaser Action.

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

13. The claims against Star are barred, in whole or in part, because some or all of Indirect Plaintiffs and alleged class members have passed on its costs to subsequent purchasers.

14. The claims against Star are barred, in whole or in part, because some or all of Indirect Plaintiffs and alleged class members failed to mitigate their damages.

15. The claims against Star are barred, in whole or in part, because of the failure of Indirect Plaintiffs and alleged class members to disaggregate damages for the conduct of others and the lawful conduct of Star.

16. The claims against Star are barred, in whole or in part, because Indirect Plaintiffs and alleged class members will be unjustly enriched if allowed to recover some or all of the damages sought.

17. The claims against Star are barred, in whole or in part, by intervening or superseding cause.

18. The claims against Star are barred, in whole or in part, by laches, estoppel, waiver, disclaimer, payment, release, and/or acquiescence.

19. The claims against Star are barred, in whole or in part, by the doctrines of *in pari delicto* or unclean hands.

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

21. The claims against Star are barred, in whole or in part, because Star's conduct was reasonable, justified, and/or was meeting competition.

22. The claims against Star are barred, in whole or in part, by Star's compliance with other federal and state laws and regulations.

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

24. The claims against Star are barred, in whole or in part, because they are based on theories of conduct which would be contrary to other federal and state laws and regulations.

25. The claims against Star are barred, in whole or in part, by the First Amendment.

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

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

28. The claims against Star are barred, in whole or in part, because Indirect Plaintiffs and alleged class members failed to plead necessary predicate acts.

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

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

31. The claims against Star are barred to the extent the claims of Indirect Plaintiffs and alleged class members are based on the state laws of Florida, Kansas, Michigan, New York, and North Carolina, and the alleged events took place outside of Florida, Kansas, Michigan, New York, and North Carolina, respectively, with no impact on the residents of Florida, Kansas, Michigan, New York, and North Carolina, respectively.

32. The claims against Star 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.

33. Indirect Plaintiffs are not proper representatives for the alleged class they seek to represent against Star.

34. Indirect Plaintiffs have not properly pled a class action because the variations in relevant facts governing Indirect Plaintiffs' claims against Star override any common issues and defeat the requisite predominance of Federal Rule of Civil Procedure 23(b)(3).

35. In the unlikely event that a class is certified, this Court will not have personal jurisdiction over all the class members.

36. The claims against Star are barred to the extent they would impose overlapping liability or damages from another action as a violation of Due Process.

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

38. Plaintiffs' claims are barred, in whole or in part, because Star's conduct is protected by the Noerr-Pennington doctrine, the Fourteenth Amendment to the United States Constitution, and comparable doctrines and provisions under the law or constitutions of the individual states.

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

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

41. Star reserves the right to assert additional affirmative defenses which may become known during the course of discovery.

WHEREFORE, Star requests judgment dismissing the Complaint with prejudice and awarding costs and such other relief as deemed just and proper.

NORRIS McLAUGHLIN & MARCUS, P.A.

Dated: October 22, 2013
Bridgewater, NJ

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Ltd.

CERTIFICATION OF SERVICE

I certify that on October 22, 2013 I caused to be filed via electronic mail to the Clerk of the Court, United States District Court, Defendant Star Pipe Product, Ltd.'s Answer to Second Amended Class Action Complaint in accordance with the Court's Electronic Filing System.

I further certify that once the electronic filing receipt is received, any party not receiving electronic notices from the court will receive a copy of the aforementioned papers, along with a copy of the Notice of Electronic Filing by regular mail.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: October 22, 2013
Bridgewater, NJ

By: /s/ Joseph J. Fleischman
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