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EXXON MOBIL CORPORATION

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Mobil Corporation On Next Page]

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

RICHARD BARTLETT, JOSHUA  
EBRIGHT, PAUL LEE, DAVID  
RINALIDI, and KRISTINE SNYDER, on  
Behalf of Themselves and All Others  
Similarly Situated,

Plaintiffs,

v.

BP WEST COAST PRODUCTS LLC;  
CHEVRON U.S.A. INC.; TESORO  
REFINING & MARKETING  
COMPANY LLC; EQUILON  
ENTERPRISES LLC (D/B/A SHELL  
OIL PRODUCTS US); EXXON MOBIL  
CORPORATION; VALERO  
MARKETING AND SUPPLY  
COMPANY; PHILLIPS 66; ALON USA  
ENERGY, INC.; and DOES 1-25,  
Inclusive,

Defendants.

Case No. 3:18-cv-01374-L-AGS

**CLASS ACTION**

**DEFENDANTS EXXON MOBIL  
CORPORATION'S ANSWER TO  
PLAINTIFFS' CONSOLIDATED  
COMPLAINT**

Complaint Filed: August 8, 2018  
Trial Date: TBD

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21  
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23 EXXON MOBIL CORPORATION  
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1 Defendant Exxon Mobil Corporation (“ExxonMobil”) answers Plaintiffs’  
2 Consolidated Complaint, Dkt. No. 44, as follows. ExxonMobil denies all allegations  
3 in the Consolidated Complaint (including headings and captions) not specifically  
4 admitted in this Answer and specifically incorporates this denial into each response  
5 below.

6 Plaintiffs’ introductory statement states no factual allegations as to ExxonMobil  
7 and therefore no response is required.

8 1. ExxonMobil denies the allegations in the first, second, and fifth sentences  
9 of paragraph 1. The remaining allegations in paragraph 1 consist of vague,  
10 conclusory, and generalized assertions not specific to ExxonMobil. ExxonMobil is  
11 without knowledge or information sufficient to form a belief as to the truth of those  
12 allegations and, on that basis, denies them. To the extent any remaining allegations in  
13 paragraph 1 are construed to relate to ExxonMobil, ExxonMobil denies such  
14 allegations, and specifically denies that it engaged in any anticompetitive conduct.

15 2. ExxonMobil admits only that on February 18, 2015, at approximately  
16 8:48 a.m., an over-pressurization occurred in the electrostatic precipitator (“ESP”) at  
17 the Torrance Refinery, causing the Refinery to partially shut down. The remaining  
18 allegations in paragraph 2 consist of vague, conclusory, and generalized assertions not  
19 specific to ExxonMobil. ExxonMobil is without knowledge or information sufficient  
20 to form a belief as to the truth of those allegations and, on that basis, denies them. To  
21 the extent any allegations in paragraph 2 are construed to relate to ExxonMobil,  
22 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
23 anticompetitive conduct.

24 3. The allegations in paragraph 3 relate to alleged conduct that occurred  
25 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
26 response is required. To the extent a response is required, the allegations in paragraph  
27 3 consist of vague, conclusory, and generalized assertions not specific to ExxonMobil.  
28 ExxonMobil is without knowledge or information sufficient to form a belief as to the

1 truth of those allegations and, on that basis, denies them. To the extent any allegations  
2 in paragraph 3 are construed to relate to ExxonMobil, ExxonMobil denies such  
3 allegations, and specifically denies that it engaged in any anticompetitive conduct.

4 4. The allegations in paragraph 4 relate to alleged conduct that occurred  
5 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
6 response is required. To the extent a response is required, the allegations in paragraph  
7 4 consist of vague, conclusory, and generalized assertions not specific to ExxonMobil.  
8 ExxonMobil is without knowledge or information sufficient to form a belief as to the  
9 truth of those allegations and, on that basis, denies them. To the extent any allegations  
10 in paragraph 4 are construed to relate to ExxonMobil, ExxonMobil denies such  
11 allegations, and specifically denies that it engaged in any anticompetitive conduct.

12 5. The allegations in paragraph 5 relate to alleged conduct that occurred  
13 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
14 response is required. To the extent that a response is required, the allegations in  
15 paragraph 5 consist of vague, conclusory, and generalized assertions not specific to  
16 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
17 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
18 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
19 article speaks for itself (though ExxonMobil denies the substance of any allegation  
20 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
21 remaining allegations in paragraph 5 are construed to relate to ExxonMobil,  
22 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
23 anticompetitive conduct.

24 6. The allegations in paragraph 6 relate to alleged conduct that occurred  
25 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
26 response is required. To the extent a response is required, the allegations in paragraph  
27 6 consist of vague, conclusory, and generalized assertions not specific to ExxonMobil.  
28 ExxonMobil is without knowledge or information sufficient to form a belief as to the

1 truth of those allegations and, on that basis, denies them. To the extent this paragraph  
2 quotes from or relies on a report, letter or article, that report, letter or article speaks for  
3 itself (though ExxonMobil denies the substance of any allegation suggesting  
4 ExxonMobil engaged in any anticompetitive conduct). To the extent any remaining  
5 allegations in paragraph 6 are construed to relate to ExxonMobil, ExxonMobil denies  
6 such allegations, and specifically denies that it engaged in any anticompetitive  
7 conduct.

8         7. The allegations in paragraph 7 relate to alleged conduct that occurred  
9 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
10 response is required. To the extent a response is required, the allegations in paragraph  
11 7 consist of vague, conclusory, and generalized assertions not specific to ExxonMobil.  
12 ExxonMobil is without knowledge or information sufficient to form a belief as to the  
13 truth of those allegations and, on that basis, denies them. To the extent this paragraph  
14 quotes from or relies on a report, letter or article, that report, letter or article speaks for  
15 itself (though ExxonMobil denies the substance of any allegation suggesting  
16 ExxonMobil engaged in any anticompetitive conduct). To the extent any remaining  
17 allegations in paragraph 7 are construed to relate to ExxonMobil, ExxonMobil denies  
18 such allegations, and specifically denies that it engaged in any anticompetitive  
19 conduct.

20         8. The allegations in paragraph 8 relate to alleged conduct that occurred  
21 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
22 response is required. To the extent that a response is required, ExxonMobil admits  
23 only that it chartered fuel tankers to import gasoline products into California during  
24 the summer of 2015. To the extent the remaining allegations in paragraph 8 are  
25 construed to relate to ExxonMobil, ExxonMobil denies the remaining allegations in  
26 paragraph 8.

27         9. The allegations in paragraph 9 relate to alleged conduct that occurred  
28 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no

1 response is required. To the extent that a response is required, the allegations in  
2 paragraph 9 consist of vague, conclusory, and generalized assertions not specific to  
3 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
4 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
5 any remaining allegations in paragraph 9 are construed to relate to ExxonMobil,  
6 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
7 anticompetitive conduct.

8 10. The allegations in paragraph 10 state legal conclusions to which no  
9 response is required.

10 11. ExxonMobil admits only that it conducted business in this District during  
11 relevant time period through June 30, 2016. The remaining allegations in paragraph  
12 11 state legal conclusions to which no response is required.

13 12. ExxonMobil admits only that it conducted business in this District during  
14 relevant time period through June 30, 2016. The remaining allegations in paragraph  
15 12 state legal conclusions to which no response is required

16 13. Paragraph 13 states legal conclusions to which no response is required.  
17 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
18 13.

19 14. Paragraph 14 states legal conclusions to which no response is required.  
20 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
21 14.

22 15. Paragraph 15 states legal conclusions to which no response is required.  
23 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
24 15.

25 16. The allegations in paragraph 16 state legal conclusions to which no  
26 response is required. To the extent any remaining allegations in paragraph 16 are  
27 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
28 specifically denies that it engaged in any anticompetitive conduct. ExxonMobil lacks

1 knowledge or information sufficient to form a belief as to the truth of the allegations  
2 of paragraph 16 related to Plaintiffs' places of residence.

3 17. Paragraph 17 states no factual allegations as to ExxonMobil and therefore  
4 no response is required. To the extent a response is required, ExxonMobil lacks  
5 knowledge or information sufficient to form a belief as to the truth of the allegations  
6 of paragraph 17 and, on that basis, denies them.

7 18. Paragraph 18 states no factual allegations as to ExxonMobil and therefore  
8 no response is required. To the extent a response is required, ExxonMobil lacks  
9 knowledge or information sufficient to form a belief as to the truth of the allegations  
10 of paragraph 18 and, on that basis, denies them.

11 19. Paragraph 19 states no factual allegations as to ExxonMobil and therefore  
12 no response is required. To the extent a response is required, ExxonMobil lacks  
13 knowledge or information sufficient to form a belief as to the truth of the allegations  
14 of paragraph 19 and, on that basis, denies them.

15 20. Paragraph 20 states no factual allegations as to ExxonMobil and therefore  
16 no response is required. To the extent a response is required, ExxonMobil lacks  
17 knowledge or information sufficient to form a belief as to the truth of the allegations  
18 of paragraph 20 and, on that basis, denies them.

19 21. Paragraph 21 states no factual allegations as to ExxonMobil and therefore  
20 no response is required. To the extent a response is required, ExxonMobil lacks  
21 knowledge or information sufficient to form a belief as to the truth of the allegations  
22 of paragraph 21 and, on that basis, denies them.

23 22. Paragraph 22 states no factual allegations as to ExxonMobil and therefore  
24 no response is required. To the extent a response is required, ExxonMobil lacks  
25 knowledge or information sufficient to form a belief as to the truth of the allegations  
26 in paragraph 22 and, on that basis, denies them.

27 23. Paragraph 23 states no factual allegations as to ExxonMobil and therefore  
28 no response is required. To the extent a response is required, ExxonMobil lacks



1 knowledge or information sufficient to form a belief as to the truth of the allegations  
2 in paragraph 23 and, on that basis, denies them.

3 24. Paragraph 24 states no factual allegations as to ExxonMobil and therefore  
4 no response is required. To the extent a response is required, ExxonMobil lacks  
5 knowledge or information sufficient to form a belief as to the truth of the allegations  
6 in paragraph 24 and, on that basis, denies them.

7 25. Paragraph 25 states no factual allegations as to ExxonMobil and therefore  
8 no response is required. To the extent a response is required, ExxonMobil lacks  
9 knowledge or information sufficient to form a belief as to the truth of the allegations  
10 in paragraph 25 and, on that basis, denies them.

11 26. ExxonMobil admits that it is a New Jersey corporation with a principal  
12 place of business in Irving, Texas. ExxonMobil states that its full corporate name is  
13 Exxon Mobil Corporation. ExxonMobil states that it sold the Torrance Refinery  
14 effective July 1, 2016. Because of the sale, ExxonMobil has no information regarding  
15 the Torrance Refinery's current operations, and denies the allegations in paragraph 27  
16 on that basis. Prior to the sale, the proportion of gasoline provided to California by  
17 the Torrance Refinery varied depending on numerous factors and ExxonMobil denies  
18 the remaining allegations in paragraph 27 on that basis.

19 27. Paragraph 27 states no factual allegations as to ExxonMobil and therefore  
20 no response is required. To the extent a response is required, ExxonMobil lacks  
21 knowledge or information sufficient to form a belief as to the truth of the allegations  
22 in paragraph 27 and, on that basis, denies them.

23 28. Paragraph 28 states no factual allegations as to ExxonMobil and therefore  
24 no response is required. To the extent a response is required, ExxonMobil lacks  
25 knowledge or information sufficient to form a belief as to the truth of the allegations  
26 in paragraph 28 and, on that basis, denies them.

27 29. Paragraph 29 states no factual allegations as to ExxonMobil and therefore  
28 no response is required. To the extent a response is required, ExxonMobil lacks



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

3 30. ExxonMobil lacks knowledge or information sufficient to form a belief  
4 as to the truth of the allegations in paragraph 30 and, on that basis, denies them.

5 31. Paragraph 31 states no factual allegations as to ExxonMobil and therefore  
6 no response is required. To the extent a response is required, ExxonMobil lacks  
7 knowledge or information sufficient to form a belief as to the truth of the allegations  
8 in paragraph 31 and, on that basis, denies them.

9 32. Paragraph 32 states no factual allegations as to ExxonMobil and therefore  
10 no response is required. To the extent a response is required, ExxonMobil admits that  
11 there are somewhat unique features of the gasoline market(s) in California. The  
12 remaining allegations in paragraph 32 consist of vague, conclusory, and generalized  
13 assertions not specific to ExxonMobil. ExxonMobil is without knowledge or  
14 information sufficient to form a belief as to the truth of those allegations and, on that  
15 basis, denies them. To the extent any remaining allegations in paragraph 32 are  
16 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
17 specifically denies that it engaged in any anticompetitive conduct.

18 33. The allegations in paragraph 33 relate to alleged conduct that occurred  
19 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
20 response is required. To the extent that a response is required, the allegations in  
21 paragraph 33 consist of vague, conclusory, and generalized assertions not specific to  
22 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
23 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
24 any remaining allegations in paragraph 33 are construed to relate to ExxonMobil,  
25 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
26 anticompetitive conduct.

27 34. The allegations in paragraph 34 relate to alleged conduct that occurred  
28 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no

1 response is required. To the extent that a response is required, the allegations in  
2 paragraph 34 consist of vague, conclusory, and generalized assertions not specific to  
3 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
4 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
5 any remaining allegations in paragraph 34 are construed to relate to ExxonMobil,  
6 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
7 anticompetitive conduct.

8 35. The allegations in paragraph 35 relate to alleged conduct that occurred  
9 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
10 response is required. To the extent that a response is required, the allegations in  
11 paragraph 35 consist of vague, conclusory, and generalized assertions not specific to  
12 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
13 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
14 any allegations in paragraph 35 are construed to relate to ExxonMobil, ExxonMobil  
15 denies such allegations, and specifically denies that it engaged in any anticompetitive  
16 conduct.

17 36. The allegations in paragraph 36 relate to alleged conduct that occurred  
18 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
19 response is required. To the extent that a response is required, the allegations in  
20 paragraph 36 consist of vague, conclusory, and generalized assertions not specific to  
21 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
22 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
23 any allegations in paragraph 36 are construed to relate to ExxonMobil, ExxonMobil  
24 denies such allegations, and specifically denies that it engaged in any anticompetitive  
25 conduct.

26 37. The allegations in paragraph 37 relate to alleged conduct that occurred  
27 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
28 response is required. To the extent that a response is required, ExxonMobil admits

1 only that its Torrance Refinery experienced an unplanned partial shutdown beginning  
2 on October 1, 2012. ExxonMobil denies the remaining allegations in paragraph 37.

3 38. The allegations in paragraph 38 relate to alleged conduct that occurred  
4 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
5 response is required. To the extent that a response is required, ExxonMobil denies the  
6 remaining allegations in paragraph 38. To the extent this paragraph quotes from or  
7 relies on a report, letter or article, that report, letter or article speaks for itself (though  
8 ExxonMobil denies the substance of any allegation suggesting ExxonMobil engaged  
9 in any anticompetitive conduct).

10 39. The allegations in paragraph 39 relate to alleged conduct that occurred  
11 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
12 response is required. To the extent that a response is required, the allegations in  
13 paragraph 39 consist of vague, conclusory, and generalized assertions not specific to  
14 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
15 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
16 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
17 article speaks for itself (though ExxonMobil denies the substance of any allegation  
18 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
19 remaining allegations in paragraph 39 are construed to relate to ExxonMobil,  
20 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
21 anticompetitive conduct.

22 40. The allegations in paragraph 40 relate to alleged conduct that occurred  
23 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
24 response is required. To the extent that a response is required, ExxonMobil admits  
25 only that its Torrance Refinery experienced an unplanned partial shutdown beginning  
26 on October 1, 2012. ExxonMobil denies the remaining allegations in paragraph 40  
27 related to the partial shutdown. The remainder of paragraph 40 states no factual  
28 allegations as to ExxonMobil and therefore no response is required. To the extent a

1 response is required, ExxonMobil lacks knowledge or information sufficient to form a  
2 belief as to the truth of these allegations and, on that basis, denies them.

3 41. The allegations in paragraph 41 relate to alleged conduct that occurred  
4 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
5 response is required. To the extent that a response is required, the allegations in  
6 paragraph 41 consist of vague, conclusory, and generalized assertions not specific to  
7 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
8 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
9 any allegations in paragraph 41 are construed to relate to ExxonMobil, ExxonMobil  
10 denies such allegations, and specifically denies that it engaged in any anticompetitive  
11 conduct.

12 42. The allegations in paragraph 42 relate to alleged conduct that occurred  
13 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
14 response is required. To the extent that a response is required, the allegations in  
15 paragraph 42 consist of vague, conclusory, and generalized assertions not specific to  
16 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
17 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
18 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
19 article speaks for itself (though ExxonMobil denies the substance of any allegation  
20 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
21 remaining allegations in paragraph 42 are construed to relate to ExxonMobil,  
22 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
23 anticompetitive conduct.

24 43. The allegations in paragraph 43 relate to alleged conduct that occurred  
25 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
26 response is required. To the extent that a response is required, the allegations in  
27 paragraph 43 consist of vague, conclusory, and generalized assertions not specific to  
28 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a

1 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
2 any remaining allegations in paragraph 43 are construed to relate to ExxonMobil,  
3 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
4 anticompetitive conduct.

5 44. The allegations in paragraph 44 relate to alleged conduct that occurred  
6 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
7 response is required. To the extent that a response is required, the allegations in  
8 paragraph 44 consist of vague, conclusory, and generalized assertions not specific to  
9 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
10 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
11 any remaining allegations in paragraph 44 are construed to relate to ExxonMobil,  
12 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
13 anticompetitive conduct.

14 45. The allegations in paragraph 45 relate to alleged conduct that occurred  
15 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
16 response is required. To the extent that a response is required, the allegations in  
17 paragraph 45 consist of vague, conclusory, and generalized assertions not specific to  
18 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
19 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
20 any remaining allegations in paragraph 45 are construed to relate to ExxonMobil,  
21 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
22 anticompetitive conduct.

23 46. The allegations in paragraph 46 relate to alleged conduct that occurred  
24 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
25 response is required. To the extent that a response is required, the allegations in  
26 paragraph 46 consist of vague, conclusory, and generalized assertions not specific to  
27 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
28 belief as to the truth of those allegations and, on that basis, denies them. To the extent

1 any remaining allegations in paragraph 46 are construed to relate to ExxonMobil,  
2 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
3 anticompetitive conduct.

4 47. The allegations in paragraph 47 relate to alleged conduct that occurred  
5 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
6 response is required. To the extent that a response is required, the allegations in  
7 paragraph 47 consist of vague, conclusory, and generalized assertions not specific to  
8 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
9 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
10 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
11 article speaks for itself (though ExxonMobil denies the substance of any allegation  
12 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
13 remaining allegations in paragraph 47 are construed to relate to ExxonMobil,  
14 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
15 anticompetitive conduct.

16 48. The allegations in paragraph 48 relate to alleged conduct that occurred  
17 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
18 response is required. To the extent that a response is required, ExxonMobil admits  
19 only that it is a member of the Western States Petroleum Association. To the extent  
20 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
21 article speaks for itself (though ExxonMobil denies the substance of any allegation  
22 suggesting ExxonMobil engaged in any anticompetitive conduct). The remaining  
23 allegations in paragraph 48 consist of vague, conclusory, and generalized assertions  
24 not specific to ExxonMobil. ExxonMobil is without knowledge or information  
25 sufficient to form a belief as to the truth of those allegations and, on that basis, denies  
26 them. To the extent any remaining allegations in paragraph 48 are construed to relate  
27 to ExxonMobil, ExxonMobil denies such allegations, and specifically denies that it  
28 engaged in any anticompetitive conduct.

1           49. The allegations in paragraph 49 consist of vague, conclusory, and  
2 generalized assertions not specific to ExxonMobil. ExxonMobil is without knowledge  
3 or information sufficient to form a belief as to the truth of those allegations and, on  
4 that basis, denies them. To the extent any remaining allegations in paragraph 49 are  
5 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
6 specifically denies that it engaged in any anticompetitive conduct.

7           50. To the extent this paragraph quotes from or relies on a report, letter or  
8 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
9 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
10 conduct). The remaining allegations in paragraph 50 consist of vague, conclusory,  
11 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
12 knowledge or information sufficient to form a belief as to the truth of those allegations  
13 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
14 50 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
15 specifically denies that it engaged in any anticompetitive conduct.

16           51. To the extent this paragraph quotes from or relies on a report, letter or  
17 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
18 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
19 conduct). The remaining allegations in paragraph 51 consist of vague, conclusory,  
20 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
21 knowledge or information sufficient to form a belief as to the truth of those allegations  
22 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
23 51 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
24 specifically denies that it engaged in any anticompetitive conduct.

25           52. ExxonMobil admits only that on February 18, 2015, at approximately  
26 8:48 a.m., an over-pressurization occurred in the electrostatic precipitator (“ESP”) at  
27 the Torrance Refinery, causing the Refinery to partially shut down. ExxonMobil  
28 states that it sold the Torrance Refinery effective July 1, 2016. Because of the sale,



1 ExxonMobil has no information regarding the Torrance Refinery's current operations  
2 and denies the remaining allegations in paragraph 52 on that basis.

3 53. ExxonMobil admits only that on February 18, 2015, at approximately  
4 8:48 a.m., an over-pressurization occurred in the electrostatic precipitator ("ESP") at  
5 the Torrance Refinery, causing the Refinery to partially shut down. The remaining  
6 allegations in paragraph 53 consist of vague, conclusory, and generalized assertions  
7 not specific to ExxonMobil. ExxonMobil is without knowledge or information  
8 sufficient to form a belief as to the truth of those allegations and, on that basis, denies  
9 them. To the extent any remaining allegations in paragraph 53 are construed to relate  
10 to ExxonMobil, ExxonMobil denies such allegations, and specifically denies that it  
11 engaged in any anticompetitive conduct.

12 54. ExxonMobil admits the allegations in the second sentence of paragraph  
13 54, but notes that Cal/OSHA has withdrawn all of its citations that alleged "willful"  
14 conduct by ExxonMobil. To the extent a further response is required to the remainder  
15 of paragraph 54, ExxonMobil denies the allegations and states that the Cal/OSHA  
16 press release quoted speaks for itself.

17 55. To the extent this paragraph quotes from or relies on a report, letter or  
18 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
19 alleged description of "egregious and willful lapses"). To the extent an additional  
20 response is required, ExxonMobil denies the allegations in paragraph 55.

21 56. To the extent this paragraph quotes from or relies on a report, letter or  
22 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
23 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
24 conduct). The remaining allegations in paragraph 56 consist of vague, conclusory,  
25 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
26 knowledge or information sufficient to form a belief as to the truth of those allegations  
27 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
28

1 56 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
2 specifically denies that it engaged in any anticompetitive conduct.

3 57. To the extent this paragraph quotes from or relies on a report, letter or  
4 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
5 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
6 conduct). The remaining allegations in paragraph 57 consist of vague, conclusory,  
7 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
8 knowledge or information sufficient to form a belief as to the truth of those allegations  
9 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
10 57 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
11 specifically denies that it engaged in any anticompetitive conduct.

12 58. ExxonMobil admits only that on February 18, 2015, at approximately  
13 8:48 a.m., an over-pressurization occurred in the electrostatic precipitator ("ESP") at  
14 the Torrance Refinery, causing the Refinery to partially shut down. ExxonMobil  
15 denies the remaining allegations in paragraph 58 related to the shutdown. The  
16 remainder of paragraph 58 states no factual allegations as to ExxonMobil and  
17 therefore no response is required. To the extent a response is required, ExxonMobil  
18 lacks knowledge or information sufficient to form a belief as to the truth of these  
19 allegations and, on that basis, denies them.

20 59. ExxonMobil admits the S/R American Progress, a Jones Act vessel  
21 owned by ExxonMobil affiliate Sea River Maritime, Inc., is in service as a U.S. Gulf  
22 Coast region supply ship. ExxonMobil states that in the summer 2015, the S/R  
23 American Progress traveled to Singapore for planned maintenance and related  
24 activities. ExxonMobil denies the remaining allegations in paragraph 59.

25 60. ExxonMobil admits the S/R American Progress, a Jones Act vessel  
26 owned by ExxonMobil affiliate Sea River Maritime, Inc., is in service as a U.S. Gulf  
27 Coast region supply ship. ExxonMobil states that in the summer 2015, the S/R  
28 American Progress traveled to Singapore for planned maintenance and related

1 activities and made a normal-course stop in a California port to prepare for its  
2 transatlantic journey to Singapore for its planned maintenance. ExxonMobil denies the  
3 remaining allegations in paragraph 60.

4 61. ExxonMobil admits that the S/R American Progress is a Jones Act vessel.  
5 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
6 of the remaining allegations in paragraph 61 and, on that basis, denies them.

7 62. ExxonMobil admits the S/R American Progress, a Jones Act vessel  
8 owned by ExxonMobil affiliate Sea River Maritime, Inc., is in service as a U.S. Gulf  
9 Coast region supply ship. ExxonMobil states that in the summer 2015, the S/R  
10 American Progress traveled to Singapore for planned maintenance and related  
11 activities. ExxonMobil denies the remaining allegations in paragraph 62.

12 63. ExxonMobil admits that it owns a refinery in Singapore. ExxonMobil  
13 states that in the summer 2015, the S/R American Progress traveled to Singapore for  
14 planned maintenance and related activities. The S/R American Progress returned to  
15 service in the U.S. Gulf Coast with an available cargo of Florida-spec gasoline after its  
16 required maintenance was completed. Shortly before, ExxonMobil contracted with a  
17 third party ship to carry California-spec gasoline blendstock from Singapore to  
18 California. ExxonMobil denies the remaining allegations in paragraph 63.

19 64. ExxonMobil admits that the S/R American Progress traveled to  
20 Singapore for planned maintenance and related activities. The S/R American Progress  
21 returned to service in the U.S. Gulf Coast with an available cargo of Florida-spec  
22 gasoline after its required maintenance was completed. The S/R American Progress  
23 made a routine stop in a California port on the way from Singapore to prepare for its  
24 trip to the U.S. Gulf Coast. Shortly before the S/R American Progress departed  
25 Singapore, ExxonMobil contracted with a third party ship to carry California-spec  
26 gasoline blendstock from Singapore to California. ExxonMobil denies the remaining  
27 allegations in paragraph 64.  
28

1           65. ExxonMobil admits that the FPMC 21, a vessel chartered by  
2 ExxonMobil, delivered California-spec gasoline blendstock from Singapore to Los  
3 Angeles during the summer of 2015. ExxonMobil denies the remaining allegations in  
4 paragraph 65.

5           66. ExxonMobil denies the allegations in paragraph 66.

6           67. ExxonMobil denies the allegations in paragraph 67.

7           68. ExxonMobil admits that it purchased gasoline to meet its contractual  
8 obligations in 2015. To the extent this paragraph relies on California State Lands  
9 Commission data and a report, letter or article, that data, report, letter or article speaks  
10 for itself (though ExxonMobil denies the substance of any allegation suggesting  
11 ExxonMobil engaged in any anticompetitive conduct). ExxonMobil is without  
12 knowledge or information sufficient to form a belief as to the truth of those allegations  
13 and, on that basis, denies them. ExxonMobil denies the remaining allegations in  
14 paragraph 68, and specifically denies that it engaged in any anticompetitive conduct.

15           69. ExxonMobil admits that it imported gasoline to California in 2015.  
16 ExxonMobil denies the remaining allegations in paragraph 69.

17           70. ExxonMobil admits that it imported products, like Alkylate, in 2015 and  
18 2016. To the extent this paragraph quotes from or relies on a report, letter or article,  
19 that report, letter or article speaks for itself (though ExxonMobil denies the substance  
20 of any allegation suggesting ExxonMobil engaged in any anticompetitive conduct).  
21 ExxonMobil denies the remaining allegations in paragraph 70.

22           71. To the extent the allegations in paragraph 71 are not specific to  
23 ExxonMobil, ExxonMobil is without knowledge or information sufficient to form a  
24 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
25 the allegations in paragraph 71 are construed to relate to ExxonMobil, ExxonMobil  
26 denies such allegations, and specifically denies that it engaged in any anticompetitive  
27 conduct.  
28

1           72. To the extent this paragraph quotes from or relies on a report, letter or  
2 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
3 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
4 conduct). The remaining allegations in paragraph 72 consist of vague, conclusory,  
5 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
6 knowledge or information sufficient to form a belief as to the truth of those allegations  
7 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
8 72 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
9 specifically denies that it engaged in any anticompetitive conduct.

10          73. Paragraph 73 states no factual allegations as to ExxonMobil and therefore  
11 no response is required. To the extent a response is required, ExxonMobil lacks  
12 knowledge or information sufficient to form a belief as to the truth of these allegations  
13 and, on that basis, denies them.

14          74. To the extent this paragraph quotes from or relies on a report, letter or  
15 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
16 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
17 conduct). The remaining allegations in paragraph 74 consist of vague, conclusory,  
18 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
19 knowledge or information sufficient to form a belief as to the truth of those allegations  
20 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
21 74 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
22 specifically denies that it engaged in any anticompetitive conduct.

23          75. The allegations in paragraph 75 consist of vague, conclusory, and  
24 generalized assertions not specific to ExxonMobil. ExxonMobil is without knowledge  
25 or information sufficient to form a belief as to the truth of those allegations and, on  
26 that basis, denies them. To the extent any remaining allegations in paragraph 75 are  
27 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
28 specifically denies that it engaged in any anticompetitive conduct.

1           76. To the extent this paragraph quotes from or relies on a report, letter or  
2 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
3 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
4 conduct). The remaining allegations in paragraph 76 consist of vague, conclusory,  
5 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
6 knowledge or information sufficient to form a belief as to the truth of those allegations  
7 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
8 76 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
9 specifically denies that it engaged in any anticompetitive conduct.

10           77. To the extent this paragraph quotes from or relies on a report, letter or  
11 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
12 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
13 conduct). The remaining allegations in paragraph 77 consist of vague, conclusory,  
14 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
15 knowledge or information sufficient to form a belief as to the truth of those allegations  
16 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
17 77 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
18 specifically denies that it engaged in any anticompetitive conduct.

19           78. The allegations in paragraph 78 consist of vague, conclusory, and  
20 generalized assertions not specific to ExxonMobil. ExxonMobil is without knowledge  
21 or information sufficient to form a belief as to the truth of those allegations and, on  
22 that basis, denies them. To the extent any remaining allegations in paragraph 78 are  
23 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
24 specifically denies that it engaged in any anticompetitive conduct.

25           79. To the extent this paragraph quotes from or relies on a report, letter or  
26 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
27 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
28 conduct). The remaining allegations in paragraph 79 consist of vague, conclusory,



1 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
2 knowledge or information sufficient to form a belief as to the truth of those allegations  
3 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
4 79 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
5 specifically denies that it engaged in any anticompetitive conduct.

6 80. To the extent this paragraph quotes from or relies on a report, letter or  
7 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
8 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
9 conduct). Paragraph 80 states legal conclusions to which no response is required. To  
10 the extent a response is required, ExxonMobil denies the allegations in paragraph 80.

11 81. To the extent this paragraph quotes from or relies on a report, letter or  
12 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
13 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
14 conduct). The remaining allegations in paragraph 81 consist of vague, conclusory,  
15 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
16 knowledge or information sufficient to form a belief as to the truth of those allegations  
17 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
18 81 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
19 specifically denies that it engaged in any anticompetitive conduct or that its Torrance  
20 refinery made a profit in 2015.

21 82. Paragraph 82 states no factual allegations as to ExxonMobil and therefore  
22 no response is required. To the extent a response is required, ExxonMobil lacks  
23 knowledge or information sufficient to form a belief as to the truth of these allegations  
24 and, on that basis, denies them.

25 83. Paragraph 83 states no factual allegations as to ExxonMobil and therefore  
26 no response is required. To the extent a response is required, ExxonMobil lacks  
27 knowledge or information sufficient to form a belief as to the truth of these allegations  
28 and, on that basis, denies them.



1           84. Paragraph 84 states no factual allegations as to ExxonMobil and therefore  
2 no response is required. To the extent a response is required, ExxonMobil lacks  
3 knowledge or information sufficient to form a belief as to the truth of these allegations  
4 and, on that basis, denies them.

5           85. ExxonMobil denies the allegations in paragraph 85.

6           86. Paragraph 86 states no factual allegations as to ExxonMobil and therefore  
7 no response is required. To the extent this paragraph quotes from or relies on CEC  
8 and/or PMAC meeting materials, those materials speak for themselves.

9           87. To the extent this paragraph quotes from or relies on a report, letter or  
10 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
11 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
12 conduct). The remaining allegations in paragraph 87 consist of vague, conclusory,  
13 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
14 knowledge or information sufficient to form a belief as to the truth of those allegations  
15 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
16 87 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
17 specifically denies that it engaged in any anticompetitive conduct.

18           88. The allegations in paragraph 88 consist of vague, conclusory, and  
19 generalized assertions not specific to ExxonMobil. ExxonMobil is without knowledge  
20 or information sufficient to form a belief as to the truth of those allegations and, on  
21 that basis, denies them. To the extent any remaining allegations in paragraph 88 are  
22 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
23 specifically denies that it engaged in any anticompetitive conduct.

24           89. To the extent this paragraph quotes from or relies on a report, letter or  
25 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
26 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
27 conduct). The remaining allegations in paragraph 89 consist of vague, conclusory,  
28 and generalized assertions not specific to ExxonMobil. ExxonMobil is without

1 knowledge or information sufficient to form a belief as to the truth of those allegations  
2 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
3 89 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
4 specifically denies that it engaged in any anticompetitive conduct.

5 90. To the extent this paragraph quotes from or relies on a report, letter or  
6 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
7 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
8 conduct). The remaining allegations in paragraph 90 consist of vague, conclusory,  
9 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
10 knowledge or information sufficient to form a belief as to the truth of those allegations  
11 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
12 90 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
13 specifically denies that it engaged in any anticompetitive conduct.

14 91. Paragraph 91 states no factual allegations as to ExxonMobil and therefore  
15 no response is required. To the extent this paragraph quotes from or relies on a report  
16 or article, that report or article speaks for itself. To the extent an additional response  
17 is required, ExxonMobil lacks knowledge or information sufficient to form a belief as  
18 to the truth of these allegations and, on that basis, denies them.

19 92. Paragraph 92 states no factual allegations as to ExxonMobil and therefore  
20 no response is required. To the extent this paragraph quotes from or relies on a report  
21 or article, that report or article speaks for itself. To the extent an additional response  
22 is required, ExxonMobil lacks knowledge or information sufficient to form a belief as  
23 to the truth of these allegations and, on that basis, denies them.

24 93. Paragraph 93 states no factual allegations as to ExxonMobil and therefore  
25 no response is required. To the extent this paragraph quotes from or relies on a report  
26 or article, that report or article speaks for itself (though ExxonMobil denies the  
27 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
28 conduct). To the extent an additional response is required, ExxonMobil lacks

1 knowledge or information sufficient to form a belief as to the truth of these allegations  
2 and, on that basis, denies them.

3 94. Paragraph 94 states legal conclusions to which no response is required.  
4 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
5 94.

6 95. Paragraph 95 states no factual allegations as to ExxonMobil and therefore  
7 no response is required. Paragraph 95 also states legal conclusions to which no  
8 response is required. To the extent an additional response is required, ExxonMobil  
9 denies the allegations in paragraph 95.

10 96. Paragraph 96 states no factual allegations as to ExxonMobil and therefore  
11 no response is required. Paragraph 96 also states legal conclusions to which no  
12 response is required. To the extent an additional response is required, ExxonMobil  
13 lacks knowledge or information sufficient to form a belief as to the truth of these  
14 allegations and, on that basis, denies them.

15 97. Paragraph 97 states no factual allegations as to ExxonMobil and therefore  
16 no response is required. To the extent a response is required, ExxonMobil lacks  
17 knowledge or information sufficient to form a belief as to the truth of these allegations  
18 and, on that basis, denies them.

19 98. Paragraph 98 states no factual allegations as to ExxonMobil and therefore  
20 no response is required. To the extent this paragraph quotes from or relies on a report,  
21 letter or article, that report, letter or article speaks for itself. To the extent a response  
22 is required, ExxonMobil lacks knowledge or information sufficient to form a belief as  
23 to the truth of these allegations and, on that basis, denies them.

24 99. Paragraph 99 states no factual allegations as to ExxonMobil and therefore  
25 no response is required. Paragraph 84 also states legal conclusions to which no  
26 response is required.

27 100. Paragraph 100 states no factual allegations as to ExxonMobil and  
28 therefore no response is required. To the extent a response is required, ExxonMobil

1 lacks knowledge or information sufficient to form a belief as to the truth of these  
2 allegations and, on that basis, denies them.

3 101. Paragraph 101 states no factual allegations as to ExxonMobil and  
4 therefore no response is required. To the extent this paragraph quotes from or relies  
5 on a report, letter or article, that report, letter or article speaks for itself. To the extent  
6 a response is required, ExxonMobil lacks knowledge or information sufficient to form  
7 a belief as to the truth of these allegations and, on that basis, denies them.

8 102. Paragraph 102 states no factual allegations as to ExxonMobil and  
9 therefore no response is required. To the extent a response is required, ExxonMobil  
10 admits that numerous factors can impact gasoline prices. ExxonMobil lacks  
11 knowledge or information sufficient to form a belief as to the truth of the remaining  
12 allegations and, on that basis, denies them.

13 103. Paragraph 103 states no factual allegations as to ExxonMobil and  
14 therefore no response is required. To the extent a response is required, ExxonMobil  
15 admits that California is an isolated gasoline market and that California law mandates  
16 a specific formulation for gas during spring and summer months. ExxonMobil lacks  
17 knowledge or information sufficient to form a belief as to the truth of the remaining  
18 allegations and, on that basis, denies them.

19 104. Paragraph 104 states no factual allegations as to ExxonMobil and  
20 therefore no response is required. To the extent this paragraph quotes from or relies  
21 on a report, letter or article, that report, letter or article speaks for itself. To the extent  
22 an additional response is required, ExxonMobil lacks knowledge or information  
23 sufficient to form a belief as to the truth of these allegations and, on that basis, denies  
24 them.

25 105. Paragraph 105 states no factual allegations as to ExxonMobil and  
26 therefore no response is required. To the extent this paragraph quotes from or relies  
27 on a report, letter or article, that report, letter or article speaks for itself. To the extent  
28 an additional response is required, ExxonMobil lacks knowledge or information

1 sufficient to form a belief as to the truth of these allegations and, on that basis, denies  
2 them.

3 106. Paragraph 106 states no factual allegations as to ExxonMobil and  
4 therefore no response is required. To the extent this paragraph quotes from or relies  
5 on a report, letter or article, that report, letter or article speaks for itself. To the extent  
6 an additional response is required, ExxonMobil lacks knowledge or information  
7 sufficient to form a belief as to the truth of these allegations and, on that basis, denies  
8 them.

9 107. Paragraph 107 states no factual allegations as to ExxonMobil and  
10 therefore no response is required. To the extent this paragraph quotes from or relies  
11 on a report, letter or article, that report, letter or article speaks for itself. To the extent  
12 an additional response is required, ExxonMobil lacks knowledge or information  
13 sufficient to form a belief as to the truth of these allegations and, on that basis, denies  
14 them.

15 108. Paragraph 108 states no factual allegations as to ExxonMobil and  
16 therefore no response is required. To the extent this paragraph quotes from or relies  
17 on a report, letter or article, that report, letter or article speaks for itself. To the extent  
18 an additional response is required, ExxonMobil lacks knowledge or information  
19 sufficient to form a belief as to the truth of these allegations and, on that basis, denies  
20 them.

21 109. ExxonMobil admits only that it is a member of trade associations and  
22 organizations, which sometimes hold meetings. ExxonMobil denies the remaining  
23 allegations in Paragraph 109.

24 110. The allegations in paragraph 110 relate to alleged conduct that occurred  
25 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
26 response is required. To the extent that a response is required, ExxonMobil admits  
27 only that it is a member of trade associations and organizations. ExxonMobil denies  
28 the remaining allegations in Paragraph 110.

1           111. The allegations in paragraph 111 relate to alleged conduct that occurred  
2 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
3 response is required. To the extent that a response is required, ExxonMobil denies the  
4 allegations in Paragraph 111.

5           112. The allegations in paragraph 112 relate to alleged conduct that occurred  
6 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
7 response is required. To the extent that a response is required, ExxonMobil admits  
8 only that it is a member of trade associations and organizations, including WSPA.  
9 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
10 of the remaining allegations in paragraph 112 and, on that basis, denies them.

11           113. The allegations in paragraph 113 relate to alleged conduct that occurred  
12 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
13 response is required. To the extent that a response is required, ExxonMobil admits  
14 only that it is a member of trade associations and organizations, including as a board  
15 member of API. ExxonMobil lacks knowledge or information sufficient to form a  
16 belief as to the truth of the remaining allegations in paragraph 113 and, on that basis,  
17 denies them.

18           114. The allegations in paragraph 114 relate to alleged conduct that occurred  
19 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
20 response is required. To the extent that a response is required, ExxonMobil admits  
21 only that it is a member of trade associations and organizations, including AFPM.  
22 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
23 of the remaining allegations in paragraph 114 and, on that basis, denies them.

24           115. The allegations in paragraph 115 relate to alleged conduct that occurred  
25 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
26 response is required. To the extent that a response is required, ExxonMobil admits  
27 only that it is a member of trade associations and organizations, including SIGMA.  
28

1 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
2 of the remaining allegations in paragraph 115 and, on that basis, denies them.

3 116. The allegations in paragraph 116 relate to alleged conduct that occurred  
4 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
5 response is required. To the extent that a response is required, ExxonMobil admits  
6 only that it is a member of trade associations and organizations, including PMAA.  
7 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
8 of the remaining allegations in paragraph 116 and, on that basis, denies them.

9 117. ExxonMobil admits only that it is a member of trade associations and  
10 organizations and that such associations and organizations sometimes engage in  
11 lobbying activities. ExxonMobil denies the remaining allegations in paragraph 117.

12 118. The allegations in paragraph 118 relate to alleged conduct that occurred  
13 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
14 response is required. To the extent that a response is required, ExxonMobil lacks  
15 knowledge or information sufficient to form a belief as to the truth of the allegations  
16 in paragraph 118 and, on that basis, denies them.

17 119. Paragraph 119 states no factual allegations as to ExxonMobil and  
18 therefore no response is required. To the extent a response is required, ExxonMobil  
19 denies the allegations in the first and final sentences of Paragraph 119 and lacks  
20 knowledge or information sufficient to form a belief as to the truth of the remaining  
21 allegations and, on that basis, denies them.

22 120. Paragraph 120 states no factual allegations as to ExxonMobil and  
23 therefore no response is required. To the extent a response is required, ExxonMobil  
24 denies the allegations in the first and final sentences of Paragraph 120 and lacks  
25 knowledge or information sufficient to form a belief as to the truth of the remaining  
26 allegations and, on that basis, denies them.

27 121. ExxonMobil denies the allegations in Paragraph 121.  
28



1           122. The allegations in paragraph 122 relate to alleged conduct that occurred  
2 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
3 response is required. Paragraph 122 states legal conclusions and no factual  
4 allegations as to ExxonMobil and therefore no response is required. To the extent a  
5 response is required, ExxonMobil denies the allegations in the first sentence of  
6 Paragraph 122 and lacks knowledge or information sufficient to form a belief as to the  
7 truth of the remaining allegations and, on that basis, denies them.

8           123. In response to Paragraph 123, ExxonMobil incorporates by reference  
9 each and every answer set forth in the preceding paragraphs. To the extent an  
10 additional response is required, ExxonMobil denies the allegations in Paragraph 123.

11           124. The allegations in paragraph 124 consist of vague, conclusory, and  
12 generalized assertions not specific to ExxonMobil. ExxonMobil is without knowledge  
13 or information sufficient to form a belief as to the truth of those allegations and, on  
14 that basis, denies them. To the extent any remaining allegations in paragraph 124 are  
15 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
16 specifically denies that it engaged in any anticompetitive conduct.

17           125. To the extent this paragraph quotes from or relies on a report, letter or  
18 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
19 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
20 conduct). The remaining allegations in paragraph 125 consist of vague, conclusory,  
21 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
22 knowledge or information sufficient to form a belief as to the truth of those allegations  
23 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
24 125 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
25 specifically denies that it engaged in any anticompetitive conduct.

26           126. The allegations in paragraph 126 consist of vague, conclusory, and  
27 generalized assertions not specific to ExxonMobil. ExxonMobil is without knowledge  
28 or information sufficient to form a belief as to the truth of those allegations and, on

1 that basis, denies them. To the extent any remaining allegations in paragraph 126 are  
2 construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
3 specifically denies that it engaged in any anticompetitive conduct.

4 127. Paragraph 127 states no factual allegations as to ExxonMobil and  
5 therefore no response is required. To the extent this paragraph quotes from or relies  
6 on a report or article, that report or article speaks for itself. To the extent a response is  
7 required, ExxonMobil denies the allegations in paragraph 127.

8 128. Paragraph 128 states no factual allegations as to ExxonMobil and  
9 therefore no response is required. To the extent a response is required, ExxonMobil  
10 lacks knowledge or information sufficient to form a belief as to the truth of these  
11 allegations and, on that basis, denies them.

12 129. Paragraph 129 states no factual allegations as to ExxonMobil and  
13 therefore no response is required. To the extent a response is required, ExxonMobil  
14 lacks knowledge or information sufficient to form a belief as to the truth of these  
15 allegations and, on that basis, denies them.

16 130. To the extent this paragraph quotes from or relies on a report, letter or  
17 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
18 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
19 conduct). The remaining allegations in paragraph 130 consist of vague, conclusory,  
20 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
21 knowledge or information sufficient to form a belief as to the truth of those allegations  
22 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
23 130 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
24 specifically denies that it engaged in any anticompetitive conduct.

25 131. ExxonMobil admits only that it received a subpoena from California's  
26 Attorney General, Kamala Harris, in 2016 related to its refinery operations in  
27 California and that this receipt was acknowledged in pleadings in a related litigation.  
28 To the extent the remaining allegations in paragraph 131 consist of assertions not

1 specific to ExxonMobil, ExxonMobil is without knowledge or information sufficient  
2 to form a belief as to the truth of those allegations and, on that basis, denies them. To  
3 the extent any remaining allegations in paragraph 131 relate to ExxonMobil,  
4 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
5 anticompetitive conduct.

6 132. The allegations in paragraph 132 relate to alleged conduct that occurred  
7 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
8 response is required. To the extent that a response is required, the allegations in  
9 paragraph 132 consist of vague, conclusory, and generalized assertions not specific to  
10 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
11 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
12 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
13 article speaks for itself (though ExxonMobil denies the substance of any allegation  
14 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
15 remaining allegations in paragraph 132 are construed to relate to ExxonMobil,  
16 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
17 anticompetitive conduct.

18 133. The allegations in paragraph 133 relate to alleged conduct that occurred  
19 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
20 response is required. To the extent that a response is required, the allegations in  
21 paragraph 133 consist of vague, conclusory, and generalized assertions not specific to  
22 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
23 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
24 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
25 article speaks for itself (though ExxonMobil denies the substance of any allegation  
26 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
27 remaining allegations in paragraph 133 are construed to relate to ExxonMobil,  
28

1 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
2 anticompetitive conduct.

3 134. The allegations in paragraph 134 relate to alleged conduct that occurred  
4 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
5 response is required. To the extent that a response is required, the allegations in  
6 paragraph 134 consist of vague, conclusory, and generalized assertions not specific to  
7 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
8 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
9 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
10 article speaks for itself (though ExxonMobil denies the substance of any allegation  
11 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
12 remaining allegations in paragraph 134 are construed to relate to ExxonMobil,  
13 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
14 anticompetitive conduct.

15 135. The allegations in paragraph 135 relate to alleged conduct that occurred  
16 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
17 response is required. To the extent that a response is required, the allegations in  
18 paragraph 135 consist of vague, conclusory, and generalized assertions not specific to  
19 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
20 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
21 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
22 article speaks for itself (though ExxonMobil denies the substance of any allegation  
23 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
24 remaining allegations in paragraph 135 are construed to relate to ExxonMobil,  
25 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
26 anticompetitive conduct.

27 136. The allegations in paragraph 136 relate to alleged conduct that occurred  
28 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no

1 response is required. To the extent that a response is required, the allegations in  
2 paragraph 136 consist of vague, conclusory, and generalized assertions not specific to  
3 ExxonMobil. ExxonMobil is without knowledge or information sufficient to form a  
4 belief as to the truth of those allegations and, on that basis, denies them. To the extent  
5 this paragraph quotes from or relies on a report, letter or article, that report, letter or  
6 article speaks for itself (though ExxonMobil denies the substance of any allegation  
7 suggesting ExxonMobil engaged in any anticompetitive conduct). To the extent any  
8 remaining allegations in paragraph 136 are construed to relate to ExxonMobil,  
9 ExxonMobil denies such allegations, and specifically denies that it engaged in any  
10 anticompetitive conduct.

11 137. The allegations in paragraph 137 relate to alleged conduct that occurred  
12 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
13 response is required. Paragraph 137 states no factual allegations as to ExxonMobil  
14 and therefore no response is required. To the extent a response is required,  
15 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
16 of the allegations of paragraph 137 and, on that basis, denies them.

17 138. The allegations in paragraph 138 relate to alleged conduct that occurred  
18 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
19 response is required. Paragraph 138 states no factual allegations as to ExxonMobil  
20 and therefore no response is required. To the extent a response is required,  
21 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
22 of the allegations in paragraph 138 and, on that basis, denies them.

23 139. The allegations in paragraph 139 relate to alleged conduct that occurred  
24 prior to June 21, 2014 and thus have been dismissed by the Court (Dkt. 108) and no  
25 response is required. Paragraph 139 states no factual allegations as to ExxonMobil  
26 and therefore no response is required. To the extent a response is required,  
27 ExxonMobil lacks knowledge or information sufficient to form a belief as to the truth  
28 of the allegations of paragraph 139 and, on that basis, denies them.

1           140. Paragraph 140 states no factual allegations as to ExxonMobil and  
2 therefore no response is required. To the extent a response is required, ExxonMobil  
3 lacks knowledge or information sufficient to form a belief as to the truth of the  
4 allegations of paragraph 140 and, on that basis, denies them.

5           141. To the extent this paragraph quotes from or relies on a report, letter or  
6 article, that report, letter or article speaks for itself (though ExxonMobil denies the  
7 substance of any allegation suggesting ExxonMobil engaged in any anticompetitive  
8 conduct). The remaining allegations in paragraph 141 consist of vague, conclusory,  
9 and generalized assertions not specific to ExxonMobil. ExxonMobil is without  
10 knowledge or information sufficient to form a belief as to the truth of those allegations  
11 and, on that basis, denies them. To the extent any remaining allegations in paragraph  
12 141 are construed to relate to ExxonMobil, ExxonMobil denies such allegations, and  
13 specifically denies that it engaged in any anticompetitive conduct.

14           142. Paragraph 142 states legal conclusions to which no response is required.  
15 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
16 142.

17           143. Paragraph 143 states legal conclusions to which no response is required.  
18 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
19 143.

20           144. Paragraph 144 states legal conclusions to which no response is required.  
21 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
22 144.

23           145. Paragraph 145 states legal conclusions to which no response is required.  
24 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
25 145.

26           146. Paragraph 146 states legal conclusions to which no response is required.  
27 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
28 146.

1           147. Paragraph 147 states legal conclusions to which no response is required.  
2 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
3 147.

4           148. Paragraph 148 states legal conclusions to which no response is required.  
5 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
6 148.

7           149. Paragraph 149 states legal conclusions to which no response is required.  
8 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
9 149.

10          150. Paragraph 150 states legal conclusions to which no response is required.  
11 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
12 150.

13          151. Paragraph 151 states legal conclusions to which no response is required.  
14 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
15 151.

16          152. Paragraph 152 states legal conclusions to which no response is required.  
17 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
18 152.

19          153. ExxonMobil denies the allegations in Paragraph 153.

20          154. ExxonMobil denies the allegations in Paragraph 154.

21          155. ExxonMobil denies the allegations in Paragraph 155.

22          156. ExxonMobil denies the allegations in Paragraph 156.

23          157. Paragraph 157 states legal conclusions to which no response is required.  
24 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
25 157.

26          158. Paragraph 158 states legal conclusions to which no response is required.  
27 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
28 158.



1 159. ExxonMobil denies the allegations in Paragraph 159.

2 160. Paragraph 160 states legal conclusions to which no response is required.

3 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
4 160.

5 161. ExxonMobil denies the allegations in Paragraph 161.

6 162. ExxonMobil denies the allegations in Paragraph 161.

7 163. ExxonMobil denies the allegations in Paragraph 163.

8 164. ExxonMobil denies the allegations in Paragraph 164.

9 165. ExxonMobil denies the allegations in Paragraph 165.

10 166. ExxonMobil denies the allegations in Paragraph 166.

11 167. ExxonMobil denies the allegations in Paragraph 167.

12 168. ExxonMobil denies the allegations in Paragraph 168.

13 169. In response to paragraph 169, ExxonMobil incorporates by reference  
14 each and every answer set forth in the preceding paragraphs.

15 170. Paragraph 170 states legal conclusions to which no response is required.

16 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
17 170.

18 171. Paragraph 171 states legal conclusions to which no response is required.

19 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
20 171.

21 172. Paragraph 172 states legal conclusions to which no response is required.

22 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
23 172.

24 173. Paragraph 173 states legal conclusions to which no response is required.

25 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
26 173.

1 174. Paragraph 174 states legal conclusions to which no response is required.  
2 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
3 174.

4 175. In response to Paragraph 175, ExxonMobil incorporates by reference  
5 each and every answer set forth in the preceding paragraphs.

6 176. Paragraph 176 states legal conclusions to which no response is required.  
7 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
8 176.

9 177. Paragraph 177 states legal conclusions to which no response is required.  
10 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
11 177.

12 178. Paragraph 178 states legal conclusions to which no response is required.  
13 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
14 178.

15 179. ExxonMobil denies the allegations in Paragraph 179.

16 180. ExxonMobil denies the allegations in Paragraph 180.

17 181. Paragraph 181 states legal conclusions to which no response is required.  
18 To the extent a response is required, ExxonMobil denies the allegations in paragraph  
19 181.

#### 20 **AFFIRMATIVE DEFENSES**

21 ExxonMobil hereby expressly incorporates its answers to the allegations in the  
22 Consolidated Complaint (“CC”) as set out above and, with respect to each affirmative  
23 defense, incorporates the facts alleged as to every other affirmative defense.

#### 24 **FIRST AFFIRMATIVE DEFENSE**

25 (Failure to State a Claim Upon Which Relief Can Be Granted)

26 The CC, and each claim for relief therein, fails to state facts sufficient to  
27 constitute a cause of action against ExxonMobil.  
28

1                                   **SECOND AFFIRMATIVE DEFENSE**

2                                   (Class Action)

3           This action cannot be maintained as a class action because it does not satisfy the  
4 requirements of Federal Rule of Civil Procedure 23.

5                                   **THIRD AFFIRMATIVE DEFENSE**

6                                   (Standing)

7           The CC, and each claim for relief therein, is barred and/or limited to the extent  
8 that Plaintiffs lack standing, including antitrust standing, to bring the claims raised in  
9 the CC.

10                                  **FOURTH AFFIRMATIVE DEFENSE**

11                                  (Lack of Injury)

12           The CC, and each claim for relief therein, is barred and/or limited to the extent  
13 that Plaintiffs have not sustained a cognizable injury or antitrust injury attributable to  
14 ExxonMobil's conduct.

15                                  **FIFTH AFFIRMATIVE DEFENSE**

16                                  (No or Speculative Damages)

17           Plaintiffs and members of the putative class have suffered no damages and any  
18 damages alleged and/or suffered by the Plaintiffs and members of the putative class  
19 are speculative.

20                                  **SIXTH AFFIRMATIVE DEFENSE**

21                                  (Statute of Limitations)

22           The CC, and each claim for relief therein, is barred and/or limited by the  
23 applicable statute of limitations, including, but not limited to, 15 U.S.C. § 15b,  
24 California Business and Professions Code section 17208, and California Code  
25 of Civil Procedure sections 335.1, 338(b), and/or 343.

1                                   **SEVENTH AFFIRMATIVE DEFENSE**

2                                   (Equitable Defenses)

3           The allegations of the CC, and each claim for relief therein, is barred, in  
4 whole or in part, by the doctrine of estoppel, waiver, laches, unclean hands,  
5 and/or unjust enrichment.

6                                   **EIGHTH AFFIRMATIVE DEFENSE**

7                                   (Indirect Purchaser)

8           The allegations of the CC, and each claim for relief therein, is barred, in  
9 whole or in part, by the bar on indirect purchaser actions as articulated in *Illinois*  
10 *Brick Co. v. Illinois*, 431 U.S. 720 (1977).

11                                  **NINTH AFFIRMATIVE DEFENSE**

12                                  (Failure to Mitigate)

13           The injuries, damages, and losses alleged in the CC, none being  
14 admitted, may have been caused, at least in part, by Plaintiffs' failure to  
15 mitigate their alleged damages.

16                                  **TENTH AFFIRMATIVE DEFENSE**

17                                  (Other Causes/Unavoidable Accident)

18           The injuries, damages, and losses alleged in the CC, none being  
19 admitted, may have resulted, at least in part, from independent, unforeseeable,  
20 superseding, unavoidable, and/or intervening causes, including unavoidable  
21 accidents.

22                                  **ELEVENTH AFFIRMATIVE DEFENSE**

23                                  (No Control)

24           To the extent any actionable conduct occurred, it occurred by entities  
25 independent from and not controlled by ExxonMobil. The acts of such third parties  
26 constitute intervening or superseding causes of the harm, if any, suffered by Plaintiffs  
27 and members of the putative class.  
28

**TWELFTH AFFIRMATIVE DEFENSE**

(Setoff)

To the extent Plaintiffs are seeking damages for amounts that have already been reimbursed or compensated by ExxonMobil or others, ExxonMobil is entitled to setoff.

**THIRTEENTH AFFIRMATIVE DEFENSE**

(No Basis for Injunctive Relief)

The CC, and each claim for relief therein, is barred and/or limited because no threat of immediate or continuing harm exists sufficient to support a grant of injunctive relief.

**FOURTEENTH AFFIRMATIVE DEFENSE**

(No Multiple Recoveries)

Each of Plaintiffs' claims or causes of action is barred, in whole or in part, to the extent it would result in ExxonMobil paying damages to more than one claimant for the same alleged overcharge, because such multiple recoveries would violate rights guaranteed to ExxonMobil by applicable states' laws and by the United States Constitution, including, without limitation, rights guaranteed under the Due Process Clause of the Fourteenth Amendment.

**FIFTEENTH AFFIRMATIVE DEFENSE**

(Withdrawal)

Plaintiffs' claims are barred, in whole or in part, by the doctrine of withdrawal.

**SIXTEENTH AFFIRMATIVE DEFENSE**

(Compliance with Applicable Laws)

The CC, and each claim for relief therein, is barred and/or limited to the extent the alleged conduct and activity of ExxonMobil conformed to applicable laws, government regulations, and industry standards based upon the state of knowledge existing at relevant times.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

(Pass-On)

The relief sought by Plaintiffs is barred, in whole or in part, because any injury or damages alleged in the CC was not incurred by Plaintiffs because any alleged higher price by an upstream refiner was not passed on to retail purchasers.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

(No Antitrust Violation)

Plaintiffs' claims are barred because the alleged conduct was unilateral, has not unreasonably restrained trade, was based on independent and legitimate business and economic justifications, and constituted lawful, bona fide business behavior.

**NINETEENTH AFFIRMATIVE DEFENSE**

(No Market Alleged)

The CC fails to allege sufficiently or otherwise properly define any market for the purpose of asserting a claim against ExxonMobil.

**TWENTIETH AFFIRMATIVE DEFENSE**

(No Lessened Competition)

Plaintiffs' claims are barred in whole or in part because the acts or omissions of ExxonMobil did not substantially lessen competition in any properly defined market.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

(Unconstitutional Relief)

Plaintiffs' claims are barred in whole or in part because any award of damages or treble damages against ExxonMobil based on the alleged conduct would violate the Due Process and/or Excessive Fines Clauses of the Constitution of the United States.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

(*Noerr-Pennington* Doctrine)

Plaintiffs' claims are barred in whole or in part by the First Amendment to the United States Constitution and the *Noerr-Pennington* doctrine.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

(Individual *Ultra Vires* Action)

To the extent any actionable conduct occurred, Plaintiffs' claims are barred to the extent that such conduct was committed by an individual acting *ultra vires*.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

(Co-Defendants)

ExxonMobil reserves the right to adopt the affirmative defenses pled by other defendants in this action.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

(Reservation of Rights to Assert Additional Defenses)

ExxonMobil has not knowingly or voluntarily waived any applicable affirmative defenses and reserves the right to assert and rely on such other applicable affirmative defenses as may become available or apparent during discovery proceedings. ExxonMobil further reserves the right to amend its answer and/or affirmative defenses accordingly and/or to delete affirmative defenses that ExxonMobil determines are not applicable during the course of subsequent discovery.

**PRAYER FOR RELIEF**

WHEREFORE, ExxonMobil prays for Judgment as follows:

- (1) that Plaintiffs takes nothing by reason of the CC or any claims for relief stated therein;
- (2) that the CC, and each claim for relief contained therein, be dismissed against ExxonMobil with prejudice;
- (3) that judgment be entered in favor of ExxonMobil;
- (4) that ExxonMobil recover its costs, disbursements, expenses, and attorneys' fees herein; and that the Court grant such other and further relief as it may deem just and proper.



1 Dated: June 24, 2019

**O'MELVENY & MYERS LLP**

2  
3 By: s/ Dawn Sestito

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