

APPENDIX

Case	Docket	Court	Date	Rebutted	Price-maintenance used:	
					By court	In complaint
IBEW v. Best Buy	11-cv-00429	D. Minn.	8/6/14	No	Yes	No
McIntire v. China MediaExpress	11-cv-00804	S.D.N.Y.	8/15/14	No	Yes	No
Aranaz v. Catalyst Pharm.	13-cv-23878	S.D. Fla.	9/29/14	No	Yes	Yes
Wallace v. IntraLinks	11-cv-08861	S.D.N.Y.	9/30/14	No	No	No
Local 703 v. Regions Fin.	10-cv-02847	N.D. Ala.	11/19/14	No	Yes	No
<i>In re</i> Bridgepoint Educ.	13-cv-02947	S.D. Cal.	1/15/15	No	No	No
Erica P. John Fund, Inc. v. Halliburton Co.	02-cv-01152	N.D. Tex.	7/25/15	In part	Yes	Yes
<i>In re</i> Goldman Sachs	10-cv-03461	S.D.N.Y.	9/24/15	No	Yes	No
Strougo v. Barclays PLC	14-cv-05797	S.D.N.Y.	2/2/16	No	Yes	Yes
Thorpe v. Walter Inv. Mgmt., Corp.	14-cv-20880	S.D. Fla.	3/16/16	No	Yes	Yes
Hatamian v. Advanced Micro Devices, Inc.	14-cv-00226	N.D. Cal.	3/16/16	No	Yes	No
Burges v. Bancorpsouth, Inc.	14-cv-1564	M.D. Tenn.	4/28/16	No	Yes	Yes
<i>In re</i> NetSol Tech., Inc. Sec. Litig.	14-cv-05787	C.D. Cal.	7/1/16	No	No	Yes
West Palm Beach Police Pension Fund v. DFC Global Corp.	13-cv-0731	E.D. Penn.	8/4/16	No	Yes	Yes
Marcus v. J.C. Penney Co.	13-cv-00736	E.D. Tex.	8/29/16	No	Yes	No
<i>In re</i> Intuitive Surgical Sec. Litig.	13-cv-01920	N.D. Cal.	12/22/16	In part	Yes	Yes
Willis v. Big Lots, Inc.	12-cv-00604	S.D. Ohio	3/17/17	No	Yes	No
<i>In re</i> Virtus Inv. Partners, Inc. Sec. Litig.	15-cv-01249	S.D.N.Y.	5/15/17	No	Yes	Yes

<i>In re</i> Cobalt Int'l Energy, Inc. Sec. Litig.	14-cv-3428	S.D. Tex.	6/15/17	No	No	Yes
Burges v. Bancorpsouth, Inc.	14-cv-01564	M.D. Tenn.	6/26/17	No	Yes	Yes
Kasper v. AAC Holdings, Inc.	15-cv-00923	M.D. Tenn.	7/14/17	No	No	No
KBC Asset Mgmt. NV v. 3D Sys. Corp.	15-cv-2393	D.S.C.	9/28/17	No	No	Yes
Lou Baker v. Seaworld Entm't, Inc.	14-cv-02129	S.D. Cal.	11/29/17	No	Yes	Yes
<i>In re</i> Finisar Corp. Sec. Litig.	11-cv-01252	N.D. Cal.	12/5/17	Yes	No	No
Bing Li v. Aeterna Zentaris, Inc.	14-cv-07081	D.N.J.	2/28/18	No	No	Yes
Cooper v. Thoratec Corp.	14-cv-00360	N.D. Cal.	5/8/18	No	Yes	Yes
Cape Coral Muni. Firefighters' Ret. Plan v. Emergent Biosolutions, Inc.	16-cv-02625	D. Md.	6/8/18	No	Yes	Yes
Pirnirk v. Fiat Chrysler Autos.	15-cv-07199	S.D.N.Y.	6/26/18	No	Yes	Yes

Research Methodology: Using Westlaw, the author identified all district court cases that cited *Halliburton II*. The author then read each case and determined whether the court analyzed a defendant's attempt to rebut the *Basic* presumption by showing a lack of price impact. This generated the list of twenty-eight cases. The docket number, name of the court, and decision date are included in the above table.

Then, all decisions were read to determine whether the court used the price-maintenance theory to justify rejecting a defendant's rebuttal attempt. A decision was deemed to have "used" the price-maintenance theory if (1) it explicitly invoked "price maintenance" or allowed the plaintiff to rely upon "confirmatory" statements; or (2) it required the defendant to produce evidence that there was no price impact at the time of the corrective disclosure, even if there was no front-end price impact.

Finally, the complaints filed in each of the twenty-eight cases were pulled using the Stanford Law School Securities Class Action Clearinghouse database. The author then searched each complaint for "maintain" or "confirm," and where those terms related to the price-maintenance theory, the complaint was deemed to have referenced the theory for purposes of the final column in the above table.