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STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

THE STATE OF WASHINGTON,

Plaintiff,

v.

AU OPTRONICS CORPORATION, *et*
al.,

Defendants.

NO. 10-2-29164-4SEA

CONSENT DECREE AGAINST
CHIMEI INNOLUX CORPORATION
AND CHI MEI OPTOELECTRONICS
USA, INC.

I. JUDGMENT SUMMARY

- A. Plaintiff: State of Washington
- B. Defendant: Chimei Innolux Corporation
Chi Mei Optoelectronics USA, Inc.
- C. Settlement Amount: \$8,750,000 (Eight million seven hundred
fifty thousand dollars)
- D. Attorneys for Plaintiff: Jonathan Mark, Sr. AAG
Bill Clark, Senior Counsel
David Kerwin, AAG
Stephen Fairchild, AAG
- E. Attorneys for Defendants: Christopher B. Hockett
Neal A. Potischman
Michael R. Scott

II. INTRODUCTION

A. Plaintiff, State of Washington, filed its Complaint on August 11, 2010 and a
First Amended Complaint on August 16, 2010, against Defendants Chimei Innolux
Corporation; and Chi Mei Optoelectronics USA, Inc. (collectively "Chimei").

1 B. Plaintiff and Chimei have engaged in extended arms-length negotiations
2 regarding possible resolution of the allegations in Plaintiff's Complaint. Plaintiff and Chimei
3 have now agreed on a basis for the settlement of the matters alleged in the Complaint filed in
4 this matter, and to the entry of this Consent Decree without trial or adjudication of any issue of
5 fact or law.

6 C. Chimei does not admit the allegations in the Complaint. Neither the Complaint
7 nor anything in this Consent Decree constitutes evidence or an admission by Chimei regarding
8 the existence or non-existence of any issue, fact, or violation of any law alleged by Plaintiff.

9 D. Chimei recognizes and states that this Consent Decree is entered into
10 voluntarily and that no promises or threats have been made by the Washington State Attorney
11 General's Office or any member, officer, agent or representative thereof to induce Chimei to
12 enter into this Consent Decree.

13 E. Chimei waives any right it may have to appeal from the Consent Decree and
14 from any Order adopting it, provided that no substantive changes are made to the Consent
15 Decree after it has been presented to the Court.

16 F. Chimei agrees that it will not oppose the entry of the Consent Decree on the
17 grounds that it fails to comply with Rule 65(d) of the Rules of Civil Procedure or any rule of
18 procedure, and hereby waives any objections based thereon.

19 G. The parties agree that this Consent Decree, represents the entire agreement of
20 the parties.

21 H. The parties agree and represent that any persons signing this Consent Decree are
22 authorized to execute this Consent Decree on behalf of the parties they represent.

23 I. For purposes of this document, a signature page sent via fax or electronic mail
24 shall be treated the same as an original signature, and signatures may be affixed through
25 counterparts.
26

1 J. This Consent Decree shall not benefit any third party, other than the
2 Releasees, and it shall not be construed to provide any rights to third parties, other than the
3 Releasees.

4 K. The parties have read and understand this Consent Decree and enter into it
5 voluntarily, having been advised by undersigned counsel of the meaning and effect of each
6 provision of this Consent Decree.

7 NOW, THEREFORE, there being no just reason for delaying the resolution of the
8 allegations contained in Plaintiff's Complaint, and prior to the taking of any testimony, and
9 without trial or adjudication of any issue of any fact or law herein, the parties agree, and it is
10 hereby ORDERED, ADJUDGED, AND DECREED, as follows:

11 III. JURISDICTION AND VENUE

12 The Court has jurisdiction to enter and enforce this Consent Decree. Venue is proper in
13 this Court. The Attorney General has authority to bring this action under RCW 19.86, The
14 Unfair Business Practices – Consumer Protection Act. Venue is proper in King County
15 Superior Court. The Complaint states a claim upon which relief may be granted against the
16 Defendants under the Unfair Business Practices - Consumer Protection Act, RCW 19.86.

17 IV. DEFINITIONS

18 A. "Action" means the action pending at King County Superior Court, docket no.
19 10-2-29164-4 SEA, and its appellate proceedings.

20 B. "Attorney General" and "Plaintiff" mean the Attorney General of the State of
21 Washington.

22 C. "Co-Conspirator" means persons, companies and entities other than Chimei that
23 Plaintiff asserts contracted, conspired, or agreed with Chimei and any of the defendants in
24 restraint of trade or commerce in the manufacture or sale of LCD panels, including without
25 limitation, Chunghwa Picture Tubes, Ltd., 1127 Heping Rd., Bade City, Taoyuan, Taiwan, 334
26 R.O.C.; CMO Japan Co., Ltd., f/k/a International Display Technology, Ltd., a subsidiary of

1 Chimei Innolux Corporation, with its principal place of business located at 8F, Kowa Kawasaki-
2 nishiguchi Bldg., 66-2 Horikawa-cho, Saiwai-ku, Kawasaki-City, Kanagawa 212-0013, Japan;
3 HannStar Display Corporation, No. 480, Rueiguang Road, 12th Floor, Neihu Chiu, Taipei 114,
4 Taiwan and its wholly owned subsidiary, HannSpree, a Delaware corporation having a
5 principle place of business at 14450 Myford Road, Suite 100, Irvine, CA 92606; Hydis
6 Technologies Co., Ltd., f/k/a BOE Hydis Technology Co., Ltd., with its principal place of
7 business located at San 136-1, Ami-ri, Bubal-eub, Icheon-si, Gyeonggi-do 467-866, South
8 Korea.

9 D. "Complaint" means any and all complaints filed in this Action.

10 E. "Consumer" means persons as defined in RCW 19.86.010(1).

11 F. "Effective Date" means the date on which this Consent Decree is entered by the
12 Court.

13 G. "LCD panel" and "TFT LCD panel" shall refer to thin film transistor liquid
14 crystal display panels.

15 H. "LCD products" and "TFT LCD products" shall refer to LCD panels and
16 products containing LCD panels.

17 I. "MDL" or "federal litigation" means *In Re TFT-LCD (Flat Panel) Antitrust*
18 *Litigation*, United States District Court, Northern District of California (San Francisco), Master
19 File No. C07-1827-SI, MDL No. 1827.

20 J. "Released Claims" means any claim or claims that arise out of or relate to the
21 Relevant Conduct under RCW 19.86.030, or federal, or Washington statutory or common law
22 regulating competition, unfair competition, unfair practices, price discrimination, unitary
23 pricing, consumer protection, restitution, fraud protection, common law unjust enrichment,
24 racketeering, civil conspiracy, antitrust, or trade practice law, including, without limitation, any
25 and all claims, demands, actions, judgments, suits, liabilities, expenses (including attorneys'
26 fees and interest), penalties, or causes of action that Releasors ever had, now have, or hereafter

1 could bring, against the Releasees (or any of them), whether in law, in equity, or otherwise,
2 based on, arising out of or relating to the Relevant Conduct, including but not limited to
3 Washington's *parens patriae* claims.

4 K. "Releasees" refers to Chimei, wherever located, and to all of its respective past
5 and present, direct and indirect, parent companies, subsidiaries, joint ventures, and Affiliates
6 (where "Affiliates" is defined as any other entity that is now or was previously owned by or an
7 owner of Chimei or a parent company, where "owned" and "owner" mean holding directly or
8 indirectly 50% or greater equity or beneficial interest); and each and all of the past, present and
9 former principals, partners, officers, directors, supervisors, employees, representatives,
10 insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing, and
11 any predecessors or successors of any of the foregoing. For the avoidance of doubt, the term
12 Releasees includes Chimei Innolux Corporation; and Chi Mei Optoelectronics USA, Inc.
13 (collectively "Chimei"), and any parent, subsidiary, affiliate, joint venture, or joint venturer of
14 Chimei, including but not limited to CMO Japan Co., Ltd., f/k/a International Display
15 Technology, Ltd., a subsidiary of Chimei Innolux Corporation; Nexgen Mediatech Inc.;
16 Nexgen Mediatech USA, Inc.; and Chi Mei Corporation. "Releasees" does not include any
17 defendant named in the Complaint as of the Execution Date other than Chimei.

18 L. "Releasers" shall refer to the State of Washington on its own behalf (including
19 its agencies and the Attorney General) and as *parens patriae* on behalf of persons residing in
20 the State as described in the Complaint.

21 M. "Relevant Conduct" means Chimei's alleged participation in an unlawful
22 conspiracy to raise, fix, maintain, or stabilize the price of LCD products at artificially high
23 levels, to maintain the production of LCD products at artificially low levels, or other
24 anticompetitive conduct regarding LCD products as alleged in the Complaint.

25 N. "Relevant Period" means the period beginning January 1, 1998 and continuing
26 through December 31, 2006.

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V. INJUNCTIONS

A. For a period of five (5) years after the Effective Date, Chimei, its successors and assigns, subsidiaries, directors, officers, agents, servants, and employees:

1. Will not engage in price fixing, market allocation, or bid rigging with respect to Chimei's sale of any LCD panels, each of which constitutes horizontal conduct that is a per se violation of Section I of the Sherman Act and/or RCW 19.86.030, including participating in meetings, conversations, and communications with other LCD panel manufacturers (other than among Affiliates, joint venture partners, or entities involved in discussions about the potential purchase of LCD panels from Chimei, or the potential sale of such panels to Chimei, unless such conduct is in furtherance of any price fixing, market allocation, or bid rigging scheme) in the United States and elsewhere to discuss the prices of LCD panels to be sold to any other person or entity and exchanging information on sales of LCD panels to LCD panel customers, for the purpose of monitoring and enforcing adherence to unlawfully agreed-upon prices; and
2. Establish, or, if already established, maintain and update a program or programs for the purpose of compliance with federal and state antitrust laws, including the Sherman Act and RCW 19.86.030, by its officers and employees who have responsibility for pricing of TFT-LCD panels or for making decisions regarding production capacity of LCD panels, or who Chimei reasonably believes know non-public information about prices of TFT-LCD panels. Said program or programs shall provide relevant compliance education to all such persons regarding the legal standards imposed by the antitrust laws, the remedies that might be applied in the event of violations of said laws, and their obligations in the event that they

1 observe violations of said laws. On an annual basis until the expiration of
2 the five year period stated in this paragraph, Chimei shall certify in writing
3 to the Washington's Attorney General that it has complied and is complying
4 with the provisions of this subparagraph.

5 B. Nothing in this provision or Consent Decree shall be interpreted as limiting in
6 any way Chimei's obligation to comply to the fullest extent with federal and state antitrust
7 laws.

8 VI. MONETARY RELIEF

9 A. Within 60 days of the Effective Date, Chimei shall pay to the State of
10 Washington eight million seven hundred and fifty thousand (\$8,750,000.00) in United States
11 dollars, as payment for relief allowed the Attorney General under RCW 19.86.080 and .090
12 (the "Settlement Fund"). Chimei shall pay the amount set forth above by wire transfer to the
13 State of Washington, or to such other recipient as the Plaintiff shall designate, who shall hold
14 such funds for the benefit of the State of Washington and its agencies and consumers that
15 purchased LCD products. All funds so held shall be deemed and considered to be in custody of
16 the Superior Court of King County before which the Complaint was filed, and shall remain
17 subject to the jurisdiction of the Court, until such time as such funds shall be distributed
18 pursuant to this Consent Decree or further order of the Court.

19 B. Washington, by and through its Attorney General, represents and warrants that
20 (a) Washington's Bank Account, with the account information provided to Chimei on the
21 official State letterhead, is the appropriate bank account to which Chimei shall wire the
22 Settlement Fund, and (b) Chimei's wiring of the Settlement Fund to Washington's Bank
23 Account fully and completely satisfies Chimei's obligations under this paragraph (or any
24 other paragraph regarding the payment of the Settlement Fund).

25 C. Pursuant to RCW 19.86.080, a portion of the Settlement Fund, the amount to be
26 determined solely by the Attorney General, shall be deposited without prior court approval into

1 the Attorney General's antitrust revolving fund. The Attorney General shall use the funds for
2 recovery of the costs and attorneys' fees incurred in investigating this matter, future monitoring
3 and enforcement of this consent decree, future enforcement of RCW 19.86, or for any lawful
4 purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney
5 General. The remaining monies shall be used solely to compensate, either directly or
6 indirectly, Washington consumers (including agencies of the State of Washington that
7 purchased LCD products) allegedly harmed during the Relevant Period by the conduct alleged
8 in the Complaint, in a manner approved by the Court.

9 VII. COOPERATION PROVISIONS

10 A. Chimei will provide, at a meeting conducted at a reasonable time and place as
11 mutually agreed by the parties, a full account to the Attorney General of all material facts
12 known to Chimei that are relevant to the Action, including providing best and reasonable
13 efforts to identify all material facts showing Chimei's alleged participation in a conspiracy
14 with other TFT-LCD panel producers as alleged in the Complaint, including identification of
15 non-privileged and non-work-product protected documents and deposition testimony
16 evidencing such facts.

17 B. At a time and in a manner mutually agreed by the parties, as reasonably
18 requested by the Attorney General, Chimei will identify for the Attorney General the following
19 specific documents, and produce them if not already produced in the Action or possessed by
20 the Plaintiff:

- 21 1. All documents that were produced to the U.S. Department of Justice or a
22 U.S. grand jury by Chimei during the course of an investigation of antitrust
23 violations in the TFT-LCD industry during the Relevant Period, including
24 cross-references to all production numbers used for each document and
25 including all preexisting, non-work product translations of documents in
26 Chimei's possession that were produced to the grand jury, to the extent such

1 documents and translations are not privileged or protected under the work
2 product doctrine and are not subject to any order by a court prohibiting or
3 preventing the production of such materials.

4 2. All deposition transcripts and exhibits thereto that were produced by Chimei
5 to any plaintiff in the MDL, whether voluntarily or as part of discovery or
6 pursuant to any court order, as reasonably requested by Plaintiff and to the
7 extent allowed by the protective order in the MDL.

8 3. All documents provided by Chimei to any plaintiff in the MDL, whether
9 provided voluntarily or pursuant to a subpoena, compulsory process, or a
10 court or administrative order, as reasonably requested and to the extent
11 allowed by the protective order in the MDL. Chimei shall not be required
12 to produce privileged documents or documents protected under the work
13 product doctrine, or such materials that are subject to Court-ordered
14 protection in any other LCD litigation matter. Chimei will not be required
15 to produce any document that only came within its possession, custody,
16 and control through discovery in litigation or under the auspices of a joint
17 defense agreement.

18 4. Nothing in this Agreement shall be construed or interpreted to be
19 inconsistent with any continuing obligations that Chimei may have to the
20 United States Department of Justice, or with any court order in this Action
21 or the federal litigation.

22 5. Chimei shall provide assistance to the Attorney General by responding to
23 reasonable inquiries from the Attorney General regarding any discovery
24 materials produced, which may include, but is not limited to, examining
25 documents or making inquiries of current employees. Chimei shall use its
26 best efforts to provide affidavits on behalf of officers, employees or agents

1 as necessary for the purpose of authenticating specific Chimei business
2 records, as reasonably required by the Attorney General.

3 6. Chimei shall also produce any and all non-privileged, non-work product-
4 protected translations of relevant documents in their possession. If
5 translations are not available, Chimei will provide general assistance in
6 response to specific translation inquiries by the Attorney General.

7 7. Chimei shall use its best efforts no less effectively than has occurred
8 previously in the MDL to produce at trial in person, or by affidavit, as
9 legally necessary, two current officers or employees to testify as reasonably
10 required by the Attorney General in connection with this Action.

11 C. Neither Chimei nor the Plaintiff shall file motions against the other in the
12 Action during the pendency of the Consent Decree, except for the purpose of seeking entry of
13 this Consent Decree or enforcing its terms.

14 D. Plaintiff and Chimei shall use their best efforts to effectuate this Consent
15 Decree, including cooperating in seeking any court approvals.

16 E. Plaintiff and Chimei agree that they will not disclose the terms of this Consent
17 Decree publicly or to any person, other than as permitted by the parties, until it has been filed
18 in Court.

19 F. The provisions in this cooperation section shall remain in effect until the
20 conclusion of the Attorney General's Action.

21 **VIII. APPLICABILITY**

22 A. The provisions of this Consent Decree shall apply to Chimei, its successors and
23 assigns, its subsidiaries, directors, officers, managers, agents and employees.

24 B. This Consent Decree does not settle or compromise any claim by the Attorney
25 General against any person or entity other than the Releasees. All rights against such other
26 persons or entities are specifically reserved by the Plaintiff. The parties intend that joint and

1 several liability against defendants other than Chimei shall include sales of LCD panels by
2 Chimei.

3 C. On the Effective Date, the Attorney General and Chimei shall be bound by the
4 terms of this Consent Decree.

5 D. This Consent Decree shall be governed by and interpreted according to the
6 substantive laws of the State of Washington.

7 E. Except in a proceeding to enforce this Consent Decree, pursuant to RCW
8 19.86.130, neither this Consent decree (including without limitation statements in part III
9 above) nor any and all negotiations, documents, and discussions associated with them, shall be
10 deemed or construed to be an admission by Chimei or the Releasees of the truth of any of the
11 claims or allegations contained in the Complaint, or evidence of any violation of any statute or
12 law or of any liability or wrongdoing whatsoever by Chimei or the Releasees regarding the
13 claims or allegations contained in the Complaint, or to be an admission by Chimei or the
14 Releasees of the truth of any of the claims or allegations contained in the Complaint or any
15 other pleading filed by Washington in any action whatsoever to prove the truth of the matters
16 alleged in the Complaint .

17 **IX. RELEASE**

18 A. Upon the Effective Date and in consideration of payment of the Settlement
19 Fund and for other valuable consideration, the Releasees shall be completely released,
20 acquitted, and forever discharged to the fullest extent permitted by law from any and all
21 claims, demands, actions, suits, liabilities, expenses (including attorneys' fees and interest),
22 penalties, or causes of actions for the Released Claims, that Releasors, or each of them, in their
23 proprietary capacity, ever had, now has, or hereafter can, shall, or may have. The types of
24 claims released are based upon the allegations against Chimei and/or Releasees in the
25 Complaint and are released regardless of the type of cause of action, common law principle,
26 statute, regulation, ordinance, or other legal basis under which they are asserted; for example,

1 such claims are released whether asserted under any federal, state competition, unfair
2 competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing,
3 restitution, consumer business protection, fraud protection, common law unjust enrichment,
4 consumer protection, trade practice, racketeering, or civil conspiracy law, or similar law or
5 regulation, sounding in law or equity, of any jurisdiction within the United States.

6 B. This release includes only the Released Claims and does not include any claims
7 other than the Released Claims, including without limitation any claims arising out of product
8 liability, personal injury, warranty, or breach of contract claims (other than a breach of contract
9 premised on anticompetitive conduct, the Relevant Conduct, or any of the allegations alleged
10 in the Action), in the ordinary course of business, or any other claims not covered by the
11 Released Claims.

12 C. This Consent Decree shall not affect whatever rights the Releasors, or any of
13 them, may have (i) to seek damages or other relief from any other person or entity other than
14 Releasees with respect to any direct or indirect purchases of LCD products; or (ii) to
15 participate in or benefit from, where appropriate, any relief or other recovery as part of a
16 settlement or judgment in any action on behalf of any direct purchasers of LCD products,
17 unless such participation would increase the exposure or payment by any Releasees.

18 D. Releasors shall look solely to the Settlement Fund for settlement and
19 satisfaction against the Releasees of all Released Claims, and shall have no other recovery
20 against Chimei or any other Releasees for the Released Claims.

21 E. This Consent Decree shall be construed and interpreted to effectuate the intent
22 of the parties, which is to provide, through this Consent Decree, for a complete resolution of
23 the relevant claims with respect to each and all of the Releasees as provided in this Consent
24 Decree.

X. NOTICE REQUIREMENTS

1 A. Chimei shall certify that its officers, board of directors, and sales managers with
2 responsibility for LCD panel sales to or in the United States shall receive notification of
3 Chimei's obligations under this Consent Decree and will be directed to comply with its terms.

4 B. Where this Consent Decree requires either party to provide notice to the other,
5 such notice shall be in writing, and such notice shall be provided by electronic mail or letter by
6 overnight delivery to the undersigned counsel for the party to whom notice is being provided:
7

8 To the Plaintiff:

Jonathan A. Mark, Senior AAG
Antitrust Division
Washington State Attorney General
800 Fifth Avenue Suite 2000, MS TB14
Seattle, WA 98104
(206) 389-2848
JonathanM2@atg.wa.gov

12 To Chimei:

13 Christopher B. Hockett
14 Neal A. Potischman
DAVIS POLK & WARDWELL LLP
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Menlo Park, California 94025
16 Telephone: (650) 752-2000
Facsimile: (650) 752-2111
17 Email: chris.hockett@davispolk.com
neal.potischman@davispolk.com

18 -and-

19 Michael R. Scott
20 HILLIS CLARK MARTIN & PETERSON P.S.
1221 Second Avenue, Suite 500
21 Seattle, WA 98101
22 Telephone: (206) 470-7616
Facsimile: (206) 623-7789
23 Email: Michael.scott@hcmp.com
24
25
26

XI. COMPLIANCE AND ENFORCEMENT

A. Under no circumstances shall this Consent Decree or the name of the State of Washington, Office of the Attorney General, or any of their employees be used by any Chimei as an endorsement or approval of Chimei's acts, practices or conduct of business.

B. A violation of any of the terms of this Consent Decree shall, if proven, constitute a violation of an injunction for which civil penalties of up to \$25,000 per violation may be sought by the Attorney General pursuant to RCW 19.86.140.

C. Within ninety (90) days of the date of entry of this Consent Decree, Chimei shall submit a verified compliance report to the Plaintiff. Chimei shall submit additional compliance reports annually as required by paragraph V.A.2.

D. In the event that the Plaintiff reasonably believes a breach of this Consent Decree has occurred, and for the purpose of determining or securing compliance with this Consent Decree, the Plaintiff shall provide written notice to counsel for Chimei on their behalf. Chimei shall have thirty (30) days from receipt of such notice in which to cure the alleged breach to the Plaintiff's satisfaction. If the Plaintiff is not satisfied that cure has occurred, subject to any legally recognized privilege, the Plaintiff may issue a Civil Investigative Demand pursuant to RCW 19.86.110(4)(c) requiring Chimei to:

- 1. Produce documents, and/or
- 2. Subject to reasonable convenience of Chimei, and without restraint or interference from them, to interview directors, officers, employees, and agents of Chimei, who may have counsel present, regarding any such matters.
- 3. Counsel for Chimei shall accept service of any such CID without objection.

E. If the Attorney General successfully brings an action to enforce the provisions of this Consent Decree, Chimei shall reimburse the Attorney General for all reasonable costs and attorneys' fees associated with bringing such enforcement action.

XII. RETENTION OF JURISDICTION

Jurisdiction is retained by the King County Superior Court for the purpose of enabling any of the parties to this Consent Decree to apply to it at any time for such further orders and directions as may be necessary or appropriate for the construction, implementation, or modification of any of the provisions of this Consent Decree, for the enforcement of compliance herewith, and for sanctions for any violations hereof.

XIII. EXPIRATION OF CONSENT DECREE

Unless a court grants an extension, this Consent Decree shall expire five (5) years from the date it is executed. Such expiration shall in no way affect the validity of Plaintiff's release of claims.

XIV. CONFIDENTIALITY

A. Materials produced by Chimei under this Consent Decree shall be treated in accordance with RCW 19.86.110 and any protective order in this Action. To the extent that any document to be produced pursuant to this Consent Decree is subject to a protective order in any relevant matter, such production will be subject to the provisions of such protective order.

If at the time information or documents are furnished by Chimei to the Plaintiff and Chimei represents and identifies in writing the portions of any such information or documents for which a claim of protection may be asserted under Rule 26(c)(7) of the Superior Court Civil Rules, and Chimei marks each pertinent page of such documents "Confidential" or "Subject to claim of protection under Rule 26(c)(7) of the Superior Court Civil Rules," and describes why such documents are so designated, then the Plaintiff shall give ten (10) days' notice to Chimei prior to divulging such material in any legal proceeding. If after such notice, Chimei gives the Attorney General notice that it wishes to have the designated materials submitted under seal, Chimei will provide the Attorney General with a relevant supporting affidavit and the Attorney General will make reasonable efforts to file the materials under seal,

1 subject to court approval. This provision does not relinquish Chimei of ultimate responsibility
2 to seek protection for its information or documents as appropriate.

3 **XV. APPROVAL AND JUDGMENT**


4 This Consent Decree may be executed in counterparts by the Attorney General and
5 Chimei, and a facsimile signature shall be deemed an original signature for purposes of
6 executing this Consent Decree. This Consent Decree is approved and hereby entered pursuant
7 to RCW 19.86.080. This proceeding in all other respects is hereby dismissed with respect to
8 Chimei.

9 It is so ORDERED this _____ day of _____ 2015

10
11 _____
12 THE HONORABLE SEAN O'DONNELL

13 ROBERT W. FERGUSON
14 Attorney General

15 DARWIN ROBERTS
16 Deputy Attorney General

17 
18 JONATHAN A. MARK, WSBA No. 38051
19 WILLIAM G. CLARK, WSBA No. 9234
20 DAVID KERWIN, WSBA No. 35162
21 STEPHEN FAIRCHILD, WSBA No. 41214
22 Attorneys for Plaintiff
23 Office of the Attorney General
24 Antitrust Division
25 800 Fifth Ave., Ste. 2000,
26 Seattle, WA 98104
206.389.3806

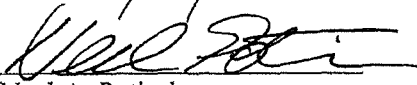
1
2 **INNOLUX CORPORATION (f/k/a/Chimei Innolux Corporation)**

3 By: 

4 Name: Weifan Wang

5 Title: Deputy General Director / Legal & IP Counsel

6 Date: 03/31/2015

7
8 

9 Neal A. Potischman
10 Christopher B. Hockett
11 William D. Pollak
12 (Admitted pro hac vice)
13 Davis Polk & Wardwell LLP
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15 Menlo Park, CA 94025
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20 william.pollak@davispolk.com

21 Michael R. Scott, WSBA #12822
22 Michael J. Ewart, WSBA #38655
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Facsimile: (206) 623-7789
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mje@hcmp.com

Attorneys for Defendants Chimei Innolux Corporation
f/k/a Chi Mei Optoelectronics Corporation and
Chi Mei Optoelectronics USA, Inc.

Agreed to, Approved for Entry, and
Notice of Presentation Waived: