

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

THE STATE OF WASHINGTON,

Plaintiff,

v.

AU OPTRONICS CORPORATION, *et al.*,

Defendants.

NO. 10-2-29164-4 SEA

CONSENT DECREE AGAINST
SAMSUNG ELECTRONICS CO.,
LTD.; SAMSUNG
SEMICONDUCTOR, INC.; AND
SAMSUNG ELECTRONICS
AMERICA, INC.

I. JUDGMENT SUMMARY

- A. Plaintiff: State of Washington
- B. Defendant: Samsung Electronics Co., Ltd.
Samsung Semiconductor, Inc.
Samsung Electronics America, Inc.
- C. Settlement Amount: \$12,940,000 (Twelve million nine hundred forty thousand US dollars)
- D. Attorneys for Plaintiff: Jonathan Mark, Sr. AAG
Bill Clark, Senior Counsel
David Kerwin, AAG
Stephen Fairchild, AAG
- E. Attorneys for Defendants: Robert D. Wick
Derek Ludwin

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 Samsung Electronics Co.,

1 Ltd. ("SEC"); Samsung Semiconductor, Inc. ("SSI"); and Samsung Electronics America, Inc.
2 ("SEA," and collectively with SEC and SSI, "Samsung"). Plaintiff, SEC, SSI, and SEA are
3 collectively the "parties," and each is a "party."

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

9 C. Samsung does not admit the allegations in the Complaint. Neither the
10 Complaint nor anything in this Consent Decree constitutes evidence or an admission by
11 Samsung regarding the existence or non-existence of any issue, fact, or violation of any law
12 alleged by Plaintiff.

13 D. Samsung recognizes and states that this Consent Decree is entered into
14 voluntarily and that no promises or threats have been made by the Washington State Attorney
15 General's Office or any member, officer, agent or representative thereof to induce Samsung to
16 enter into this Consent Decree.

17 E. Samsung waives any right it may have to appeal from the Consent Decree and
18 from any Order adopting it, provided that no substantive changes are made to the Consent
19 Decree after it has been presented to the Court.

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

23 G. The parties agree that this Consent Decree represents the entire agreement of the
24 parties.

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

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

4 J. This Consent Decree shall not benefit any third party other than the Releasees
5 not identified as parties in the Complaint. Releasees not identified as parties in the Complaint
6 are intended third-party beneficiaries of this Consent Decree and shall have the full benefits of
7 this Consent Decree, including, without limitation, the benefits set forth in Section IX below.
8 This Consent Decree shall not be construed to provide any rights to any other third parties.

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

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

16 III. JURISDICTION AND VENUE

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

22 IV. DEFINITIONS

23 A. "Action" means the action pending at King County Superior Court, Docket
24 No. 10-2-29164-4 SEA, and its appellate proceedings.

25 B. "Attorney General" and "Plaintiff" mean the Attorney General of the State of
26 Washington.

1 C. "Co-Conspirator" means persons, companies and entities other than Samsung
2 that Plaintiff asserts contracted, conspired, or agreed with Samsung and any of the defendants
3 in restraint of trade or commerce in the manufacture or sale of LCD panels, including without
4 limitation, Chunghwa Picture Tubes, Ltd., 1127 Heping Rd., Bade City, Taoyuan, Taiwan, 334
5 R.O.C.; CMO Japan Co., Ltd., f/k/a International Display Technology, Ltd., a subsidiary of
6 Chi Mei Corporation, with its principal place of business located at Nansei Yaesu Bldg. 4F, 2-
7 2-10 Yaesu, Chuo-Ku, Tokyo 104-0028, Japan; HannStar Display Corporation, No. 480,
8 Rueiguang Road, 12th Floor, Neihu Chiu, Taipei 114, Taiwan and its wholly owned
9 subsidiary, HannSpree, a Delaware corporation having a principle place of business at 14450
10 Myford Road, Suite 100, Irvine, CA 92606; Hydis Technologies Co., Ltd., f/k/a BOE Hydis
11 Technology Co., Ltd., with its principal place of business located at San 136-1, Ami-ri, Bubal-
12 eub, Icheon-si, Gyeonggi-do 467-866, South Korea.

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

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

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

17 G. "LCD panel" and "TFT-LCD panel" shall refer to thin film transistor and other
18 liquid crystal display panels.

19 H. "LCD products" and "TFT-LCD products" shall refer to LCD panels and
20 products containing LCD panels.

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

24 J. "Released Claims" means any claim or claims that arise out of or relate to the
25 Relevant Conduct under RCW 19.86.030, or federal statutory or common law, or Washington
26 statutory or common law, or any other law regulating competition, unfair competition, unfair

1 practices, price discrimination, price-fixing, unitary pricing, consumer protection, restitution,
2 fraud protection, common law unjust enrichment, racketeering, civil conspiracy, antitrust, or
3 trade practice law, including, without limitation, any and all claims, demands, actions,
4 judgments, suits, liabilities, expenses (including attorneys' fees and interest), penalties, or
5 causes of action that Releasors ever had, now have, or hereafter could bring, against the
6 Releasees (or any of them), whether in law, in equity, or otherwise, based on, arising out of or
7 relating to the Relevant Conduct, including but not limited to Washington's *parens patriae*
8 claims.

9 K. "Releasees" refers to Samsung, wherever located, and all of its past, present,
10 and future, direct and indirect, parent companies, subsidiaries, joint ventures, and Affiliates
11 (where "Affiliates" is defined as (i) any other entity that is now or was previously owned by or
12 an owner of Samsung or a parent company, where "owned" and "owner" mean holding
13 directly or indirectly 50% or greater equity or beneficial interest; and (ii) each of Samsung
14 Display Co., Ltd. ("SDC"), Samsung Mobile Display, Samsung SDI Co., Ltd., Samsung
15 Telecommunications America, LLC, and S-LCD Corporation and their respective
16 subsidiaries); and each and all of the past, present and future principals, partners, officers,
17 directors, supervisors, employees, representatives, insurers, attorneys, heirs, executors,
18 administrators, and assigns of each of the foregoing, and any predecessors or successors of any
19 of the foregoing. "Releasees" does not include any defendant named in the Complaint as of
20 the Execution Date besides Samsung.

21 L. "Releasors" shall refer to the State of Washington on its own behalf (including
22 its agencies and the Attorney General) and as *parens patriae* on behalf of persons residing in
23 the State as described in the Complaint.

24 M. "Relevant Conduct" means Samsung's alleged participation in an unlawful
25 conspiracy to raise, fix, maintain, or stabilize the price of LCD products at artificially high

1 levels, to maintain the production of LCD products at artificially low levels, or other
2 anticompetitive conduct regarding LCD products as alleged in the Complaint.

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

5 **V. INJUNCTIONS**

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

- 8 1. Will not engage in price fixing, market allocation, or bid rigging with
9 respect to Samsung's sale of any LCD panels, each of which constitutes
10 horizontal conduct that is a per se violation of Section I of the Sherman Act
11 and/or RCW 19.86.030, including participating in meetings, conversations,
12 and communications with other LCD panel manufacturers in the United
13 States and elsewhere to discuss the prices of LCD panels to be sold to any
14 other person or entity and exchanging information on sales of LCD panels to
15 LCD panel customers, for the purpose of monitoring and enforcing
16 adherence to unlawfully agreed-upon prices; and
- 17 2. Establish, or, if already established, maintain and update a program or
18 programs for the purpose of compliance with federal and state antitrust laws,
19 including the Sherman Act and RCW 19.86.030, by its officers and
20 employees who have responsibility for pricing of TFT-LCD panels or for
21 making decisions regarding production capacity of LCD panels, or who
22 Samsung reasonably believes know non-public information about prices of
23 TFT-LCD panels. Said program or programs shall provide relevant
24 compliance education to all such persons regarding the legal standards
25 imposed by the antitrust laws, the remedies that might be applied in the
26 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, Samsung 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 Samsung's obligation to comply to the fullest extent with federal and state antitrust
7 laws.

8 **VI. MONETARY RELIEF**

9 A. Within thirty (30) days of the Effective Date or the date on which Samsung
10 receives wire payment instructions, whichever is later, SDC shall pay to the State of
11 Washington twelve million nine hundred forty thousand United States dollars
12 (\$12,940,000.00), as payment for relief allowed the Attorney General under RCW 19.86.080
13 and .090 (the "Settlement Fund"). SDC shall pay the amount set forth above by wire transfer
14 to the State of Washington, or to such other recipient as the Plaintiff shall designate, who shall
15 hold such funds for the benefit of the State of Washington and its agencies and consumers that
16 purchased LCD products. All funds so held shall be deemed and considered to be in custody
17 of the Superior Court of King County before which the Complaint was filed, and shall remain
18 subject to the jurisdiction of the Court, until such time as such funds shall be distributed
19 pursuant to this Consent Decree or further order of the Court.

20 B. Pursuant to RCW 19.86.080, a portion of the Settlement Fund, the amount to be
21 determined solely by the Attorney General, shall be deposited without prior court approval into
22 the Attorney General's antitrust revolving fund. The Attorney General shall use the funds for
23 recovery of the costs and attorneys' fees incurred in investigating this matter, future monitoring
24 and enforcement of this consent decree, future enforcement of RCW 19.86, or for any lawful
25 purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney
26 General. The remaining monies shall be used solely to compensate, either directly or

1 indirectly, Washington consumers (including agencies of the State of Washington that
2 purchased LCD products) allegedly harmed during the Relevant Period by the conduct alleged
3 in the Complaint, in a manner approved by the Court.

4 **VII. COOPERATION PROVISIONS**

5 A. To the extent not already provided, Samsung will provide, at a meeting or
6 meetings conducted at a reasonable time and place as mutually agreed by the parties, a full
7 account to the Attorney General of all material facts known to Samsung that are relevant to the
8 Action, including providing best and reasonable efforts to identify all material facts showing
9 Samsung's alleged participation in a conspiracy with other TFT-LCD panel producers as
10 alleged in the Complaint, including identification of non-privileged and non-work-product
11 protected documents and deposition testimony evidencing such facts.

12 B. To the extent not already provided, and at a time and in a manner mutually
13 agreed by the parties, as reasonably requested by the Attorney General, Samsung will identify
14 for the Attorney General the following specific documents, and produce them if not already
15 produced in the Action or possessed by the Plaintiff:

- 16 1. All documents that were produced to the U.S. Department of Justice or a
17 U.S. grand jury by Samsung during the course of an investigation of
18 antitrust violations in the TFT-LCD industry during the Relevant Period,
19 including cross-references to all production numbers used for each
20 document and including all preexisting, non-work product translations of
21 documents in Samsung's possession that were produced to the grand jury, to
22 the extent such documents and translations are not privileged or protected
23 under the work product doctrine and are not subject to any order by a court
24 prohibiting or preventing the production of such materials.
- 25 2. All deposition transcripts and exhibits thereto that were produced by
26 Samsung to any plaintiff in the MDL, whether voluntarily or as part of

discovery or pursuant to any court order, as reasonably requested by Plaintiff and to the extent allowed by the protective order in the MDL.

3. All documents provided by Samsung to any plaintiff to the MDL, whether provided voluntarily or pursuant to a subpoena, compulsory process, or a court or administrative order, as reasonably requested and to the extent allowed by the protective order in the MDL.
4. Nothing in this Consent Decree shall be construed or interpreted to be inconsistent with any continuing obligations that Samsung may have to the United States Department of Justice, or with any court order in this Action or the federal litigation.
5. Samsung shall provide assistance to the Attorney General by responding to reasonable inquiries from the Attorney General regarding any discovery materials produced, which may include, but is not limited to, examining documents or making inquiries of current employees. Samsung shall use its best efforts to provide affidavits on behalf of officers, employees or agents as necessary for the purpose of authenticating specific Samsung business records, as reasonably required by the Attorney General.
6. Samsung shall use its best efforts to make available persons familiar with foreign language documents subject to this section that are identified by the Attorney General to translate the foreign language text or content of selected documents, as reasonably requested by the Attorney General. Samsung shall also produce any and all non-privileged, non-work product-protected Samsung translations of relevant documents in their possession.
7. Samsung shall use its best efforts no less effectively than has occurred previously in the MDL to produce at trial in person, or affidavit, as legally

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

necessary, two current officers or employees to testify as reasonably required by the Attorney General in connection with this Action.

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

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

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

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

VIII. APPLICABILITY

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

B. This Consent Decree does not settle or compromise any claim by the Attorney General against any person or entity other than the Releasees. All rights against such other persons or entities are specifically reserved by the Plaintiff. The parties intend that joint and several liability against defendants other than Samsung shall include sales of LCD panels by Samsung.

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

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

E. Except in a proceeding to enforce this Consent Decree, pursuant to RCW 19.86.130, neither this Consent decree (including without limitation statements in part

1 III above) nor any and all negotiations, documents, and discussions associated with them, shall
2 be deemed or construed to be an admission by Samsung or the Releasees of truth of any of the
3 claims or allegations contained in the Complaint, or evidence of any violation of any statute or
4 law or of any liability or wrongdoing whatsoever by Samsung or the Releasees regarding the
5 claims or allegations contained in the Complaint, or to be an admission by Samsung or the
6 Releasees of the truth of any of the claims or allegations contained in the Complaint or any
7 other pleading filed by Washington in any action whatsoever to prove the truth of the matters
8 alleged in the Complaint .

9 **IX. RELEASE**

10 A. Upon the Effective Date and in consideration of payment of the Settlement
11 Fund and for other valuable consideration, the Releasees shall be completely released,
12 acquitted, and forever discharged to the fullest extent permitted by law from the Released
13 Claims.

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

20 C. This Consent Decree shall not affect whatever rights the Releasers, or any of
21 them, may have (i) to seek damages or other relief from any other person or entity other than
22 Releasees with respect to any direct or indirect purchases of LCD products; or (ii) to
23 participate in or benefit from, where appropriate, any relief or other recovery as part of a
24 settlement or judgment in any action on behalf of any direct purchasers of LCD products.

1 D. Releasors shall look solely to the Settlement Fund for settlement and
2 satisfaction against the Releasees of all Released Claims, and shall have no other recovery
3 against Samsung or any other Releasees for the Released Claims.

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

8 X. NOTICE REQUIREMENTS

9 A. Within thirty days of the date of entry of this Consent Decree, Samsung shall
10 send a copy of this Consent Decree available to its officers, directors and sales managers with
11 responsibility for LCD panel sales to or in the United States and direct them to comply with its
12 terms.

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

16 To the Plaintiff:

17 Jonathan A. Mark, Senior AAG
18 Antitrust Division
19 Washington State Attorney General
20 800 Fifth Avenue, Suite 2000, MS TB14
21 Seattle, WA 98104
22 (206) 389-2848
23 JonathanM2@atg.wa.gov

24 To Samsung:

25 Attn: Sungrak Son
26 General Counsel, Vice President, Corporate Legal Team
Samsung Display Co., Ltd.
#95 Samsung 2-Ro
Giheung-gu, Yongin
Gyeonggi -do 44 7-711 Korea
Fax: 82-31-8000-3636 Ext. 6703

with copy to:

1 Attn: Peter Park
2 Senior Counsel, International Legal Team
3 Samsung Electronics Building
4 1320-10, Seocho 2-dong
5 Seocho-gu, Seoul, Korea 137-965
6 Fax: 82-2-2255-8380

with copy to:

7 Robert D. Wick, Esq.
8 Derek Ludwin, Esq.
9 Covington & Burling LLP
10 One City Center
11 850 Tenth Street, NW
12 Washington D.C. 20001
13 Fax: 202-778-5429

14 XI. COMPLIANCE AND ENFORCEMENT

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

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

22 C. In the event that the Plaintiff reasonably believes a breach of this Consent
23 Decree has occurred, and for the purpose of determining or securing compliance with this
24 Consent Decree, the Plaintiff shall provide written notice to counsel for Defendants on their
25 behalf. Defendants shall have thirty (30) days from receipt of such notice in which to cure the
26 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 Samsung to:

1. Produce documents, and/or

2. Subject to reasonable convenience of Samsung, and without restraint or interference from them, to interview directors, officers, employees, and agents of Samsung, who may have counsel present, regarding any such matters.

3. Counsel for Samsung shall accept service of any such CID without objection.

D. If the Attorney General successfully brings an action to enforce the provisions of this Consent Decree, Samsung 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 Samsung 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.

B. If at the time information or documents are furnished by Samsung to the Plaintiff and Samsung represents and identifies in writing the portions of any such information

1 or documents for which a claim of protection may be asserted under Rule 26(c)(7) of the
2 Superior Court Civil Rules and Samsung marks each pertinent page of such documents,
3 "Confidential" or "Subject to claim of protection under Rule 26(c)(7) of the Superior Court
4 Civil Rules," and describes why such documents are privileged, then the Plaintiff shall give ten
5 (10) days' notice to Samsung prior to divulging such material in any legal proceeding.

6 **XV. APPROVAL AND JUDGMENT**

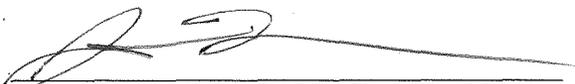
7 This Consent Decree may be executed in counterparts by the Attorney General and
8 Samsung, and a facsimile signature shall be deemed an original signature for purposes of
9 executing this Consent Decree. This Consent Decree is approved and hereby entered pursuant
10 to RCW 19.86.080. This proceeding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

12 It is so ORDERED this _____ day of _____ 2015

13 _____
14 THE HONORABLE SEAN O'DONNELL

15 ROBERT W. FERGUSON
16 Attorney General

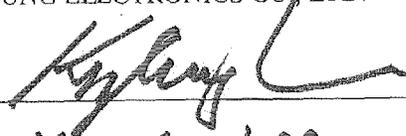
17 DARWIN ROBERTS
18 Deputy Attorney General

19 

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

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

1 SAMSUNG ELECTRONICS CO., LTD.

2 By: 

3 Name: Kyu S. Lee

4 Title: Vice President

6 SAMSUNG SEMICONDUCTOR, INC.

8 By: _____

9 Name:

10 Title:

12 SAMSUNG ELECTRONICS AMERICA, INC.

14 By: _____

15 Name:

16 Title:

18 SAMSUNG DISPLAY CO., LTD.

20 By: _____

21 Name:

22 Title:

24
25
26 CONSENT DECREE AGAINST SAMSUNG
ELECTRONICS CO., LTD.; SAMSUNG
SEMICONDUCTOR, INC.; AND SAMSUNG
ELECTRONICS AMERICA, INC.
KING COUNTY CAUSE NO. 10-2-29164-4SEA

1 SAMSUNG ELECTRONICS CO., LTD.

2 By: _____

3 Name:

4 Title:

5

6 SAMSUNG SEMICONDUCTOR, INC.

7 By: Terrance H. Cross

8 Name: Terrance H. Cross

9 Title: VP + General Counsel

10

11 SAMSUNG ELECTRONICS AMERICA, INC.

12

13 By: _____

14 Name:

15 Title:

16

17 SAMSUNG DISPLAY CO., LTD.

18

19 By: _____

20 Name:

21 Title:

22

23

24

25
26 CONSENT DECREE AGAINST SAMSUNG
ELECTRONICS CO., LTD.; SAMSUNG
SEMICONDUCTOR, INC.; AND SAMSUNG
ELECTRONICS AMERICA, INC.
KING COUNTY CAUSE NO. 10-2-29164-4SEA

1 SAMSUNG ELECTRONICS CO., LTD.

2 By: _____

3 Name:

4 Title:

5
6
7 SAMSUNG SEMICONDUCTOR, INC.

8
9 By: _____

10 Name:

11 Title:

12
13 SAMSUNG ELECTRONICS AMERICA, INC.

14
15 By: Ken Munata

16 Name: Ken Munata

17 Title: Senior Legal Counsel

18
19 SAMSUNG DISPLAY CO., LTD.

13673998

20
21 By: _____

22 Name:

23 Title:

1 SAMSUNG ELECTRONICS CO., LTD.

2 By: _____

3 Name:

4 Title:

7 SAMSUNG SEMICONDUCTOR, INC.

9 By: _____

10 Name:

11 Title:

13 SAMSUNG ELECTRONICS AMERICA, INC.

15 By: _____

16 Name:

17 Title:

19 SAMSUNG DISPLAY CO., LTD.

21 By: Sung rak Son

22 Name: Sung rak Son

23 Title: General Counsel, VP

26 CONSENT DECREE AGAINST SAMSUNG ELECTRONICS CO., LTD.; SAMSUNG SEMICONDUCTOR, INC.; AND SAMSUNG ELECTRONICS AMERICA, INC. KING COUNTY CAUSE NO. 10-2-29164-4SEA