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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
SHARP CORPORATION AND
SHARP ELECTRONICS
CORPORATION

I. JUDGMENT SUMMARY

- A. Plaintiff: State of Washington
- B. Defendant: Sharp Corporation
Sharp Electronics Corporation
- C. Settlement Amount: \$6,750,000 (Six million seven hundred fifty 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: John M. Grenfell
Fusae Nara
Jacob R. Sorensen
Pillsbury Winthrop Shaw Pittman LLP

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1 II. INTRODUCTION

2 A. Plaintiff, State of Washington, filed its Complaint on August 11, 2010, and a
3 First Amended Complaint ("Complaint") on August 16, 2010, against Defendants Sharp
4 Corporation and Sharp Electronics Corporation (collectively "Sharp"), among others.

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

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

12 D. Sharp recognizes and states that this Consent Decree is entered into voluntarily
13 and that no promises (except as expressly set forth herein) or threats have been made by the
14 Washington State Attorney General's Office or any member, officer, agent or representative
15 thereof to induce Sharp to enter into this Consent Decree.

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

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

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

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

26

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 and it shall not be
5 construed to provide any rights to third parties other than the Releasees, as defined below.

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

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

13 III. JURISDICTION AND VENUE

14 For the purpose of this Consent Decree only, the parties agree as follows: The Court
15 has jurisdiction to enter and enforce this Consent Decree. Venue is proper in King County
16 Superior Court. The Court has ruled that the Complaint states a claim upon which relief may
17 be granted against the Defendants under the Unfair Business Practices - Consumer Protection
18 Act, RCW 19.86.

19 IV. DEFINITIONS

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

22 B. "Attorney General" means the Attorney General of the State of Washington and
23 "Plaintiff" means the State of Washington.

24 C. "Co-Conspirator" means persons, companies and entities other than Sharp that
25 Plaintiff asserts contracted, conspired, or agreed with Sharp, or any other defendant in this
26 Action, in restraint of trade or commerce in the manufacture or sale of LCD panels, including

1 without limitation, the co-conspirators listed in Paragraph 50 of the Complaint, and Acer,
2 Quanta, Unipac, TPO, Toppoly, Sanyo, Tottori Sanyo, Seiko Epson, Innolux, IPS Alpha, BOE,
3 Hyundai, LG Innotek, Philips, Philips Kobe, and Matsushita.

4 D. "Complaint" means the First Amended Complaint filed in this Action.

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

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

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

10 H. "LCD products" and "TFT LCD products" shall refer to LCD panels and
11 products containing LCD panels.

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

15 J. "Released Claims" means any and all claims, demands, actions, suits, liabilities,
16 expenses (including attorneys' fees and interest), penalties, or causes of action that arise out of
17 or relate to the Relevant Conduct under RCW 19.86.030, or any other statutory or common law
18 of the United States, Washington, or any other jurisdiction in the United States, regulating
19 competition, unfair competition, unfair practices, price discrimination, unitary pricing,
20 consumer protection, restitution, fraud protection, common law unjust enrichment,
21 racketeering, civil conspiracy, or trade practice law, including, without limitation, any and all
22 claims, demands, actions, judgments, suits, liabilities, expenses (including attorneys' fees and
23 interest), penalties, or causes of action that Releasers ever had, now have, or hereafter could
24 bring, against the Releasees (or any of them), whether in law, in equity, or otherwise, based on,
25 arising out of or relating to the Relevant Conduct, including but not limited to Washington's
26 *parens patriae* claims.

1 K. "Releasees" shall refer individually and collectively to Sharp, wherever located,
2 and to all of its respective past and present, direct and indirect, parent companies, subsidiaries,
3 joint ventures, and Affiliates (where "Affiliates" is defined as any other entity that is now or
4 was previously owned by or an owner of Sharp or a parent company, where "owned" and
5 "owner" mean holding directly or indirectly 50% or greater equity or beneficial interest); and
6 each and all of the past, present and former principals, partners, officers, directors, supervisors,
7 employees, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of
8 each of the foregoing, and any predecessors or successors of any of the foregoing. "Releasees"
9 does not include any defendant named in the Complaint as of the Execution Date besides
10 Sharp.

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

14 M. "Relevant Conduct" means Sharp's alleged participation in one or more
15 unlawful combinations, conspiracies, or agreements to raise, fix, maintain, or stabilize the price
16 of LCD products at artificially high levels, to maintain the production of LCD products at
17 artificially low levels, or other anticompetitive conduct regarding LCD products as alleged in
18 the Complaint.

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

21 **V. INJUNCTIONS**

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

24 1. Will not engage in price fixing, market allocation, or bid rigging with
25 respect to Sharp's sale of any LCD panels in violation of Section I of the
26 Sherman Act and/or RCW 19.86.030, including through meetings,

1 | conversations, and communications with other competing LCD panel
2 | manufacturers in the United States and elsewhere in which the prices of
3 | LCD panels to be sold to any other person or entity are agreed upon, or for
4 | purposes of monitoring and enforcing adherence to such prices; and
5 | 2. Will establish, or, if already established, maintain and update a program or
6 | programs for the purpose of compliance with federal and state antitrust laws,
7 | including the Sherman Act and RCW 19.86.030, by its officers and
8 | employees who have responsibility for pricing of TFT-LCD panels or for
9 | making decisions regarding production capacity of LCD panels, or who
10 | Sharp reasonably believes know non-public information about prices of
11 | TFT-LCD panels. Said program or programs shall provide relevant
12 | compliance education to all such persons regarding the legal standards
13 | imposed by the antitrust laws, the remedies that might be applied in the
14 | event of violations of said laws, and their obligations in the event that they
15 | observe violations of said laws. On an annual basis from November 22,
16 | 2015 through November 22, 2019, Sharp shall certify in writing to the
17 | Attorney General pursuant to the Notice Requirements in Section X that it
18 | has complied and is complying with the provisions of this subparagraph.

19 | B. Nothing in this provision or Consent Decree shall be interpreted as limiting in
20 | any way Sharp's obligation to comply to the fullest extent with federal and state antitrust laws.

21 | **VI. MONETARY RELIEF**

22 | A. Within 30 days of the Effective Date, Sharp Corporation shall pay to the State
23 | of Washington six million seven hundred fifty thousand (\$6,750,000.00) in United States
24 | dollars, as payment for relief allowed the Attorney General under RCW 19.86.080 and .090
25 | (the "Settlement Fund"). Sharp Corporation shall pay the amount set forth above by wire
26 | transfer to the bank account designated by Plaintiff.

1 B. Plaintiff shall hold such funds for the benefit of the State of Washington and its
2 agencies and consumers that purchased LCD products. All funds so held shall be deemed and
3 considered to be in custody of the Superior Court of King County before which the Complaint
4 was filed, and shall remain subject to the jurisdiction of the Court, until such time as such
5 funds shall be distributed pursuant to this Consent Decree or further order of the Court.

6 C. Pursuant to RCW 19.86.080, a portion of the Settlement Fund, the amount to be
7 determined solely by the Attorney General, shall be deposited by the Settlement Fund account
8 holder without prior court approval into the Attorney General's antitrust revolving fund. The
9 Attorney General shall use the funds for recovery of the costs and attorneys' fees incurred in
10 investigating this matter, future monitoring and enforcement of this consent decree, future
11 enforcement of RCW 19.86, or for any lawful purpose in the discharge of the Attorney
12 General's duties at the sole discretion of the Attorney General. The remaining monies shall be
13 used solely to compensate, either directly or indirectly, Washington consumers (including
14 agencies of the State of Washington that purchased LCD products) allegedly harmed during
15 the Relevant Period by the conduct alleged in the Complaint, in a manner approved by the
16 Court.

17 D. Plaintiff, by and through its Attorney General, represents and warrants that
18 (a) Plaintiff's bank account (with the account information to be provided before the Effective
19 Date to Sharp on the official State letterhead) is the appropriate bank account to which Sharp
20 shall wire the Settlement Fund, and (b) Sharp's wiring of the Settlement Fund to Plaintiff's
21 bank account fully and completely satisfies Sharp's obligations under this paragraph (or any
22 other paragraph regarding the payment of the Settlement Fund).

23 E. In no event shall Sharp have any responsibility, financial obligation, or liability
24 whatsoever with respect to the distribution or administration of the Settlement Fund, including,
25 but not limited to, the costs and expenses of such distribution and administration, except that a
26 portion of the Settlement Fund may be used for such distribution and administration.

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VII. COOPERATION PROVISIONS

A. Sharp will provide through counsel, at a reasonable time as mutually agreed by the parties, a full account to the Attorney General of all material facts known to Sharp that are relevant to the Action, including providing best and reasonable efforts to identify any material facts showing Sharp's alleged participation in a conspiracy with any non-settling defendants in the Action, including identification of non-privileged and non-work-product protected documents and deposition testimony evidencing such facts.

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

1. All documents that were produced to the U.S. Department of Justice or a U.S. grand jury by Sharp during the course of an investigation of antitrust violations in the TFT-LCD industry during the Relevant Period, including all preexisting, non-work product translations of documents in Sharp's possession that were produced to the grand jury, to the extent such documents and translations are not privileged or protected under the work product doctrine and are not subject to any order by a court prohibiting or preventing the production of such materials, including without limitation paragraph 3 of the Stay Order filed in the MDL, Docket No. 631 (May 27, 2008).
2. All deposition transcripts and exhibits thereto that were produced by Sharp 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.

1 3. All documents provided by Sharp to any plaintiff to the MDL, whether
2 provided voluntarily or pursuant to a subpoena, compulsory process, or a
3 court or administrative order, as reasonably requested and to the extent
4 allowed by the protective order in the MDL.

5 4. Sharp shall not be required to produce privileged documents or documents
6 protected under the work product doctrine, or materials that are subject to
7 Court-ordered protection in any other LCD litigation matter. Sharp will not
8 be required to produce any document that only came within its possession,
9 custody, and control through discovery in litigation or pursuant to a joint
10 defense agreement.

11 C. Sharp shall provide assistance to the Attorney General by responding to
12 reasonable inquiries from the Attorney General regarding any discovery materials produced,
13 which may include, but is not limited to, examining documents or making inquiries of current
14 employees (current as of the date of the request). Sharp shall use its best efforts to provide
15 affidavits on behalf of current officers, employees or agents (current as of the date of the
16 request) as necessary for the purpose of authenticating specific Sharp business records, as
17 reasonably required by the Attorney General.

18 D. Sharp will produce any and all Sharp translations of relevant documents that
19 were agreed to in the *State of Illinois v. AU Optronics, et al.* litigation. If translations are not
20 available, Sharp will provide general assistance in response to specific translation inquiries
21 about Sharp documents, as reasonably requested by the Attorney General.

22 E. Nothing in this Agreement shall be construed or interpreted to be inconsistent
23 with any continuing obligations that Sharp may have to the United States Department of
24 Justice, or with any court order in this Action or the federal litigation.

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

4 G. Plaintiff and Sharp shall use their best efforts to effectuate this Consent Decree,
5 including cooperating in seeking any court approvals.

6 H. Plaintiff and Sharp agree that they will not disclose the terms of this Consent
7 Decree publicly or to any person, other than as permitted by the parties or required by law,
8 until it has been filed in Court.

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

11 VIII. APPLICABILITY

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

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

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

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

23 E. Neither this Consent Decree (including without limitation statements in part III
24 above) nor any negotiations, documents, or discussions associated with this Consent Decree,
25 shall be deemed or construed to be an admission by Sharp or the Releasees of the truth of any
26 of the claims or allegations contained in the Complaint, or evidence of any violation of any

1 statute or law or of any liability or wrongdoing whatsoever by Sharp or the Releasees
2 regarding the claims or allegations contained in the Complaint, or to be an admission by Sharp
3 or the Releasees of the truth of any of the claims or allegations contained in the Complaint or
4 any other pleading filed by Washington in any action whatsoever to prove the truth of the
5 matters alleged in the Complaint; provided, however, that the Plaintiffs retains the right to seek
6 enforcement of this Consent Decree pursuant to RCW 19.86.130. If the Attorney General
7 brings an action to enforce this Consent Decree, Sharp agrees that this paragraph is not a basis
8 to contest its obligations under this Consent Decree.

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. Additionally, the Attorney General, for himself and the State of Washington,
20 shall not, after the execution of this Consent Decree, on behalf of any of the State's political
21 subdivisions or any of its municipal corporations, seek to establish liability against the
22 Releasees based, in whole or part, upon the Relevant Conduct.

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

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

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

10 **X. NOTICE REQUIREMENTS**

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

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

18 To the Plaintiff:

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

23 To Sharp:

24 Jacob R. Sorensen
25 Pillsbury Winthrop Shaw Pittman
26 Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111
(415) 983-1000
jake.sorensen@pillsburylaw.com

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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 Sharp employees as an endorsement or approval of Sharp'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 twenty-five thousand dollars (\$25,000) per violation may be sought by the Attorney General pursuant to RCW 19.86.140.

C. 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 Sharp. Sharp shall have sixty (60) days from receipt of such notice in which to cure the alleged breach to the Plaintiff's satisfaction. Sharp may request a reasonable extension of the cure period, which the Attorney General shall not unreasonably deny. If the Plaintiff is not satisfied that cure has occurred, subject to any legally recognized privilege, the Plaintiff may issue a Civil Investigative Demand ("CID") pursuant to RCW 19.86.110(4)(c) requiring Sharp to:

- 1. Produce documents, and/or
- 2. Subject to reasonable convenience of Sharp, and without restraint or interference from them, interview directors, officers, employees, and agents of Sharp, who may have counsel present, regarding any such matters.
- 3. Counsel for Sharp shall accept service of any such CID pursuant to this paragraph without objection. Sharp does not otherwise waive its rights to object to the CID.

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

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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 Sharp 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 Sharp to the Plaintiff, Sharp 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 by marking the pertinent page or portions of any such page "Confidential," "Highly 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) business days' notice to Sharp prior to divulging such material in any legal proceeding. If after such notice, Sharp gives the Attorney General notice that it wishes to have the designated materials submitted under seal, Sharp 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 relieve Sharp of ultimate responsibility to
2 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 Sharp, 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 Sharp.

9 It is so ORDERED this _____ day of _____ 2015

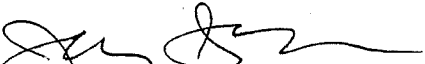
10
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12 _____
13 THE HONORABLE SEAN O'DONNELL

14 ROBERT W. FERGUSON
15 Attorney General

16 DARWIN ROBERTS
17 Deputy Attorney General

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

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

3 | 

4 | JACOB R. SORENSEN
5 | JOHN M. GRENFELL
6 | JACOB R. SORENSEN
7 | FUSAE NARA
8 | Pillsbury Winthrop Shaw Pittman LLP
9 | 4 Embarcadero Center, 22nd Floor
10 | San Francisco, CA 94110
11 | john.grenfell@pillsburylaw.com
12 | jake.sorensen@pillsburylaw.com
13 | fusae.nara@pillsburylaw.com

10 | *Counsel for Sharp Corporation and*
11 | *Sharp Electronics Corporation*

12 | 

13 | SHARP CORPORATION

14 | Name: Tetsuo Onishi
15 | Title: Executive Vice President

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