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THE HONORABLE REGINA CAHAN

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

THE STATE OF WASHINGTON,

Plaintiff,

No. 12-2-15842-8 SEA

v.

SETTLEMENT AND CONSENT
DECREE AGAINST SAMSUNG SDI
DEFENDANTS

LG ELECTRONICS, INC.; LG ELECTRONICS
U.S.A., INC.; KONINKLIJKE PHILIPS
ELECTRONICS N.V. a/k/a ROYAL PHILIPS
ELECTRONICS N.V.; PHILIPS
ELECTRONICS NORTH AMERICA
CORPORATION; PHILIPS ELECTRONICS
INDUSTRIES (TAIWAN), LTD.; SAMSUNG
SDI CO., LTD. f/k/a SAMSUNG DISPLAY
DEVICE CO., LTD.; SAMSUNG SDI
AMERICA, INC.; SAMSUNG SDI MEXICO
S.A. DE C.V.; SAMSUNG SDI BRASIL
LTDA.; SHENZHEN SAMSUNG SDI CO.,
LTD.; TIANJIN SAMSUNG SDI CO., LTD.;
SAMSUNG SDI (MALAYSIA) SDN. BHD.;
TOSHIBA CORPORATION; TOSHIBA
AMERICA ELECTRONIC COMPONENTS,
INC.; MT PICTURE DISPLAY CO., LTD.;
PANASONIC CORPORATION f/k/a
MATSUSHITA ELECTRIC INDUSTRIAL CO.,
LTD.; PANASONIC CORPORATION OF
NORTH AMERICA; HITACHI, LTD.;
HITACHI DISPLAYS, LTD.; HITACHI
ELECTRONIC DEVICES (USA), INC.;
HITACHI ASIA, LTD.; CHUNGHWA
PICTURE TUBES LTD.; CPTF OPTRONICS
CO., LTD.; CHUNGHWA PICTURE TUBES
(MALAYSIA) SDN. BHD.,

CLERK'S ACTION REQUIRED

Defendants.

SETTLEMENT AND CONSENT DECREE AGAINST
SAMSUNG SDI DEFENDANTS - 1
No. 12-2-15842-8 SEA

ATTORNEY GENERAL OF WASHINGTON
ANTITRUST DIVISION
800 FIFTH AVENUE, SUITE 2000
SEATTLE, WA 98104-3188
(206) 464-7744

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I. SETTLEMENT SUMMARY

- 1.1 Plaintiff: State of Washington
- 1.2 Defendants: Samsung SDI Co., Ltd. *f/k/a* Samsung Display Device Co., Ltd.
Samsung SDI America, Inc.
Samsung SDI Mexico S.A. de C.V.
Samsung SDI Brasil Ltda.
Shenzhen Samsung SDI Co., Ltd.
Tianjin Samsung SDI Co., Ltd.
Samsung SDI (Malaysia) Sdn. Bhd.
- 1.3 Settlement Amount: \$29,000,000.00 (to be paid in accordance with Paragraph 6.1)
- 1.4 Attorney for Plaintiff: Justin P. Wade
Assistant Attorney General
- 1.5 Attorneys for Defendants: Larry S. Gangnes
Heidi Brooks Bradley
Lane Powell, PC

John Roberti
Michael S. Feldberg
Andrew Rhys Davies
Alexander K. Bussey
Allen & Overy LLP

II. INTRODUCTION

2.1 Plaintiff, State of Washington, by and through its Attorney General, on behalf of itself and State agencies and as *parens patriae* on behalf of Persons, as defined *infra*, residing in the State of Washington, commenced an antitrust action on May 1, 2012, for an injunction, damages, restitution, and other relief pursuant to Chapter 19.86 RCW, the Unfair Business Practices-Consumer Protection Act (“CPA”), against Defendants Samsung SDI Co., Ltd. *f/k/a* Samsung Display Device Co., Ltd.; Samsung SDI America, Inc.; Samsung SDI Mexico S.A. de C.V.; Samsung SDI Brasil Ltda; Shenzhen Samsung SDI Co. Ltd.; Tianjin Samsung SDI Co., Ltd.; and Samsung SDI (Malaysia) Sdn Bhd (collectively, “Defendants”),

1 and other defendants in *State of Washington v. LG Electronics, Inc., et al.*, King County
2 Superior Court, Civil No. 12-2-15842-8 SEA (“Action”).

3 2.2 Plaintiff alleges price fixing and other anticompetitive conduct by various
4 entities, including Defendants, in its complaint filed in the Action (“Complaint”). The
5 Complaint alleges that Defendants participated in an unlawful conspiracy to raise, fix,
6 maintain, or stabilize the price of CRTs, as defined *infra*, at artificially high levels and to
7 maintain the quantities of CRTs at artificially low levels, in violation of the CPA.

8 2.3 Plaintiff and Defendants have engaged in extended arms-length negotiations and
9 a mediation regarding possible resolution of the claims against Defendants in the Complaint.
10 Plaintiff and Defendants have now agreed on a basis for settlement of all Plaintiff’s claims
11 against Defendants in the Action and to the entry of this Settlement and Consent Decree
12 (“Consent Decree”) without trial or adjudication of any issue of fact or law.

13 2.4 Plaintiff and Defendants have determined that this Consent Decree and the
14 amount of the Settlement Fund, as defined *infra*, are reasonable in light of: among other things,
15 Plaintiff’s claims and alleged damages; Defendants’ defenses; the risk and expense of
16 continuing and protracted litigation; and the extent of each party’s investigation, discovery, and
17 preparation for trial.

18 2.5 Defendants do not admit the allegations of the Complaint or any liability or
19 violation of law and believe that they have valid defenses to Plaintiff’s claims and any potential
20 claims that have been or could be asserted by Plaintiff against them. Nevertheless, Defendants
21 agree to entry of this Consent Decree to: (a) avoid the expense, inconvenience, and distraction
22 of burdensome and protracted litigation; (b) obtain the releases, orders, and final judgment
23 contemplated by this Consent Decree; and (c) put to rest and terminate with finality all claims
24 that Plaintiff has or could have asserted against Defendants that relate in any way to or arise out
25 of the allegations in the Complaint, as more particularly set forth below.

26 2.6 Defendants recognize and state that they enter into this Consent Decree
27 voluntarily and that other than the promises contained herein, no promises or threats have been

1 made by the Attorney General's Office or any member, officer, agent or representative thereof
2 to induce Defendants to enter into this Consent Decree.

3 2.7 Plaintiff and Defendants waive any right they may have to appeal from this
4 Consent Decree and from any Order adopting it, provided that no substantive changes are made
5 to the Consent Decree after it has been presented to the Court.

6 2.8 Plaintiff and Defendants acknowledge that they have not completed full
7 discovery in this matter and may hereafter discover facts different from or in addition to those
8 that they knew or believed to be true at the time they entered into this Consent Decree.
9 Nevertheless, Plaintiff and Defendants agree that this Consent Decree shall be effective and
10 remain effective notwithstanding such different or additional facts, and they also waive any
11 right they may have to seek modification of this Consent Decree or any Order adopting it based
12 upon discovery of such different or additional facts.

13 **NOW, THEREFORE**, there being no just reason for delay for resolving the claims
14 alleged in Plaintiff's Complaint against Defendants, and before the taking of any testimony,
15 and without trial or adjudication of any issue of any fact or law herein, and upon consent of the
16 parties hereto, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

17 **III. JURISDICTION AND SCOPE**

18 3.1 Jurisdiction: Solely for purposes of effectuating this Consent Decree, the Court
19 has jurisdiction over the parties and the subject matter herein, as well as the implementation,
20 enforcement, and performance of the terms included in this Consent Decree. The Attorney
21 General has authority to bring this Action under the CPA. Venue is proper in King County
22 Superior Court.

23 3.2 Review: Plaintiff and Defendants have read and understand this Consent Decree
24 and enter into it voluntarily, each having been advised by its undersigned counsel of the
25 meaning and effect of each provision of this Consent Decree.
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1 4.6 “Plaintiff” shall mean the State of Washington, acting on its own behalf and on
2 behalf of State agencies and as *parens patriae* on behalf of Persons residing in the State of
3 Washington, and the Attorney General acting on behalf of the State of Washington.

4 4.7 “Released Claims” shall mean any claim or claims that arise out of or relate to
5 the Relevant Conduct, as defined *infra*, prior to the Effective Date, under the CPA, under any
6 federal, Washington, state, or local statute, regulation, law, or common law, or under any
7 international or foreign statute, regulation, law, or common law, regarding antitrust,
8 competition, unfair competition, unfair or deceptive acts or practices, price discrimination,
9 unitary pricing, consumer protection, restitution, fraud protection, common law unjust
10 enrichment, racketeering, civil conspiracy, or trade practice law, including, without limitation,
11 any and all claims, demands, actions, judgments, suits, liabilities, expenses (including costs,
12 attorneys’ fees, and interest), fines, penalties, or causes of action that Plaintiff has had, now has,
13 or hereafter may have or could bring, against Defendants (or any of them), whether in law, in
14 equity, or otherwise, based on, arising out of, or related to, the Relevant Conduct, including,
15 but not limited to, Plaintiff’s *parens patriae* claims on behalf of Persons residing in the State
16 of Washington and all claims Plaintiff asserted or could have asserted in the Action. For the
17 avoidance of doubt, Released Claims include any claims that arise out of allegations of an
18 increase in price, stabilization of price, reduction or decrease in price, or a reduction in output,
19 capacity for output, or quality, of CRTs or CRT Products as a result of alleged anticompetitive
20 conduct.

21 4.8 “Releasees” shall refer jointly and severally, individually and collectively, to
22 Defendants, and all of their respective past and present, direct and indirect, parent companies,
23 wholly- and partially-owned subsidiaries, divisions, joint ventures, and Affiliates (where
24 “Affiliates” means any other entity that is now or was previously owned by, or an owner of, a
25 Defendant, where “owned” and “owner” means holding, directly or indirectly, a 50% or greater
26 equity or beneficial interest); to each and all of the past and present principals, partners, officers,
27 directors, supervisors, employees, representatives, insurers, attorneys, agents, servants, and

1 stockholders of each of the foregoing entities; and to each of the predecessors, successors, heirs,
2 executors, administrators, and assigns of each of the foregoing entities and individuals. Each
3 "Releasee" shall have the full benefits of this Consent Decree, including without limitation,
4 those benefits set forth below.

5 4.9 "Relevant Conduct" means Defendants' alleged participation in an unlawful
6 conspiracy to raise, fix, maintain, or stabilize the price of CRTs at artificially high levels, to
7 maintain the production of CRTs at artificially low levels, or other anticompetitive or unlawful
8 conduct relating to CRTs or CRT Products, including, but not limited to, the conduct alleged in
9 the Complaint.

10 4.10 "The Settlement Fund" shall be \$29,000,000.00 (twenty-nine million dollars) in
11 United States dollars to be paid in accordance with Paragraph 6.1.

12 V. CERTIFICATION

13 5.1 Defendants hereby certify to the Attorney General that they do not manufacture
14 or sell CRTs for use in televisions or computer monitors.

15 5.2 In the event that any Defendant manufactures or sells CRTs for use in televisions
16 or computer monitors within three (3) years of the Effective Date of this Consent Decree:

17 5.2.1 Within thirty (30) days, such Defendant shall send a copy of this Consent
18 Decree to its officers, directors, and sales managers with responsibility for CRT sales to or in
19 the United States and direct them to comply with its terms.

20 5.2.2 Such Defendant shall certify that it has established an antitrust
21 compliance program and shall establish (if not already established), maintain and update a
22 program or programs for the purpose of compliance with federal and state antitrust laws,
23 including the Sherman Act and RCW 19.86.030. Such program or programs shall provide
24 relevant compliance education regarding the legal standards imposed by the antitrust laws, the
25 remedies that might be applied in the event of a violation, and its obligations in the event it
26 observes a violation of the antitrust laws.

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VI. MONETARY RELIEF

6.1 Within sixty (60) days of the Effective Date or by December 31, 2018, whichever is later, Defendants shall pay to the State of Washington twenty-nine million (\$29,000,000.00) United States dollars ("Settlement Amount") by wire transfer to the State of Washington or to such other recipient as Plaintiff shall designate. Plaintiff represents and warrants that it has provided to Defendants bank account information sufficient to facilitate the wire transfer prior to presenting this Consent Decree to the Court.

6.2 Plaintiff agrees that any reasonable delay that occurs in wiring the Settlement Amount, due to matters beyond the control of Defendants, will not be asserted as a basis for claiming a breach of this Consent Decree, provided that the basis for the delay is explained and remedied promptly.

6.3 Plaintiff shall look solely to the Settlement Fund for settlement and satisfaction against Defendants and the other Releasees of all Released Claims, and shall have no other recovery of costs, fees, attorney's fees, damages, or other relief against Defendants or the other Releasees.

6.4 A portion of the Settlement Amount constitutes a payment made for restitution, remediation, or for otherwise coming into compliance with the law for purposes of IRC 162(f)(2)(A). For purposes of this paragraph only, it is estimated that 25% of the Settlement Fund will be used for the recovery of costs and attorneys' fees incurred in investigating this matter, future monitoring and enforcement of the consent decree, future enforcement of the CPA, or for any lawful purpose in the discharge of the Attorney General's duties. The foregoing sentences are not intended, and shall not be construed, to limit in any way the provisions in Paragraph 6.5 below including, without limitation, the provisions relating to how the Attorney General elects to distribute the Settlement Fund. To avoid any ambiguity, the manner in which the Settlement Fund will be distributed, including amounts used for any lawful purpose, shall be left to the sole discretion of the Attorney General.

1 6.5 Pursuant to RCW 19.86.080, a portion of the Settlement Fund, the amount to be
2 determined solely by the Attorney General, shall be deposited without prior court approval into
3 the Attorney General's antitrust revolving fund. The Attorney General shall use the funds for
4 recovery of the costs and attorneys' fees incurred in investigating this matter, future monitoring
5 and enforcement of the consent decree, future enforcement of the CPA, or for any lawful
6 purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney
7 General. The remaining monies shall be used solely to compensate Washington consumers and
8 agencies of the State of Washington allegedly harmed by the conduct alleged in the Complaint.
9 After reasonable efforts have been made to distribute monies under this Paragraph, any residual
10 funds shall be disposed of pursuant to this Paragraph, or *cypres*, in the discretion of the Attorney
11 General.

12 6.6 No part of the Settlement Amount paid by Defendants shall constitute, nor shall
13 it be construed as, or treated as constituting, payment for treble or multiple damages, fines,
14 penalties, forfeitures, or punitive recoveries.

15 6.7 Plaintiff shall be solely responsible for the maintenance and administration of
16 the Settlement Fund, including any related fees, costs, and expenses. Defendants shall have no
17 responsibility or liability for, and no rights in, nor authority over, the allocation of the
18 Settlement Fund. In no circumstances shall this Consent Decree be construed to require
19 Defendants to pay more or less than the Settlement Amount set forth in Paragraph 6.1 above.

20 6.8 The parties shall be responsible for all of their own fees and costs incurred in
21 connection with the investigation, prosecution, defense, and settlement of the Action prior to
22 the entry of this Consent Decree.

23 **VII. NO EFFECT IF THIS CONSENT DECREE IS NOT ENTERED**

24 7.1 In the event that this Consent Decree is not approved and entered by the Court,
25 then this Consent Decree shall be of no force or effect. Defendants and Plaintiff expressly
26 reserve all of their rights if this Consent Decree does not become final.
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VIII. COOPERATION PROVISION

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

IX. RELEASE, DISCHARGE AND COVENANT NOT TO SUE

9.1 Upon the Effective Date, and in consideration of payment of the Settlement Fund, and for other good and valuable consideration, Defendants and the other Releasees shall be completely released and forever discharged to the fullest extent permitted by law from each and all of the Released Claims. Plaintiff covenants that Plaintiff will not hereafter commence or solicit litigation, against the Releasees, on behalf of the State or any political subdivision of the State, or any Person or other party, in any suit, action, complaint, arbitration, mediation, or other grievance based on, or relating to, the Relevant Conduct.

9.2 In addition to the provisions of Paragraph 9.1 above, upon the Effective Date, Plaintiff hereby expressly waives and releases, solely with respect to the Released Claims, any and all provisions, rights, and benefits, conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Plaintiff may hereafter discover facts other than or different from those which it knows or believes to be true with respect to the claims that are released pursuant to the provisions of Paragraph 9.1, but Plaintiff hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that Plaintiff has agreed to release pursuant to Paragraph 9.1, whether or not

1 concealed or hidden, without regard to the subsequent discovery or existence of such different
2 or additional facts.

3 9.3 Plaintiff shall not, after the Effective Date, seek to establish liability against the
4 Releasees based, in whole or in part, upon any of the Released Claims or conduct at issue in the
5 Released Claims including, without limitation, liability with respect to any governmental or
6 *parens patriae* indirect purchaser claims. For the avoidance of doubt, the release, discharge,
7 and covenant not to sue set forth above in this Consent Decree are binding on Plaintiff, and all
8 Persons residing in Washington or claiming under Washington law. After the Effective Date,
9 Plaintiff agrees that it will not file any action against Defendants or the other Releasees, or any
10 of them, that seeks any money payable to the State of Washington, its agencies, or any Person
11 based on any form of alleged anticompetitive conduct occurring on or before the Effective Date,
12 relating to CRTs or CRT Products, regardless of size or usage. Plaintiff further covenants that
13 the Attorney General will not provide any non-public information to any Person, political
14 subdivision of the State, or any other party, other than the State in connection with the Action,
15 to support any suit, action, complaint, arbitration, mediation, or other grievance against any
16 Releasees, based on, or relating in any way to, the Relevant Conduct. Nothing in Paragraph 9.3
17 shall be construed to inhibit in any way the Attorney General's ability to communicate with
18 other state's attorneys general.

19 9.4 The release, discharge, and covenant not to sue set forth in Paragraphs 9.1, 9.2,
20 and 9.3 above include only the Released Claims, and do not include any claims arising solely
21 out of product liability or breach of contract in the ordinary course of business (except to the
22 extent any alleged product liability, breach of contract or similar claim is premised on alleged
23 anticompetitive conduct or any of the allegations alleged in the Action).

24 X. ENFORCEMENT AND RETENTION OF JURISDICTION

25 10.1 Jurisdiction is retained by this Court for three years for the purpose of enabling
26 any of the parties to this Consent Decree to apply to this Court at any time for such further
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1 orders and directions as may be necessary or appropriate for the construction or implementation
2 of any of the provisions of this Consent Decree, for the enforcement of compliance, and for the
3 punishment of any violations.

4 10.2 In any contempt of court proceeding initiated to enforce this Consent Decree due
5 to a violation of its terms, Plaintiff or Defendants may seek, and the Court shall have the
6 authority to grant, all remedies available in such a proceeding.

7 10.3 Nothing herein precludes Plaintiff from enforcing the provisions of this Consent
8 Decree, or from pursuing any law enforcement action with respect to the acts or practices of
9 Defendants not covered by this Consent Decree or any acts or practices conducted after the
10 Effective Date.

11 10.4 Nothing in this Consent Decree shall be construed to limit or bar any other
12 governmental entity (other than Plaintiff and its officials and agencies) from pursuing other
13 available remedies, if any, against Defendants.

14 10.5 Neither the Complaint nor anything in this Consent Decree constitutes evidence
15 of or an admission regarding the existence or non-existence of any issue, fact, liability,
16 wrongdoing, or violation of any law alleged by Plaintiff. Further, neither this Consent Decree
17 (whether or not it becomes final or is entered by the Court), nor any or all negotiations,
18 documents and discussions associated with it, shall be deemed or construed to be an admission
19 by Defendants (or the other Releasees) or evidence of any violation of any statute or law or of
20 any liability, wrongdoing, or violation of law whatsoever by Defendants (or the other
21 Releasees), or of the truth of any of the claims or allegations contained in the Complaint or any
22 other pleading filed by Plaintiff in the Action. Evidence of such negotiations, documents and
23 discussions shall be kept confidential. Under Washington Rule of Evidence 408, neither this
24 Consent Decree, nor any of its terms and provisions, nor any of the negotiations, documents,
25 discussions, or proceedings connected with it, nor any other action taken to carry out this
26 Consent Decree by Plaintiff or Defendants shall be used, directly or indirectly, referred to,
27 offered as evidence or received in evidence, in any pending or future civil, criminal or

1 administrative action or proceeding, except a proceeding to enforce this Consent Decree, or to
2 defend against the assertion of the Released Claims.

3 10.6 This Consent Decree shall be construed and interpreted to effectuate the intent
4 of the parties, which is to provide for a complete and final resolution of Plaintiff's claims that
5 were asserted, or could have been asserted, with respect to Defendants and the other Releasees
6 as provided in this Consent Decree.

7 10.7 This Consent Decree shall be governed by and interpreted according to the
8 substantive laws of the State of Washington without regard to its choice of law or conflict of
9 laws principles.

10 10.8 Plaintiff and Defendants agree that this Consent Decree constitutes the entire,
11 complete, and integrated agreement between Plaintiff and Defendants pertaining to the
12 settlement of the Action against Defendants, and supersedes all prior and contemporaneous
13 undertakings of Plaintiff and Defendants in connection therewith. This Consent Decree may
14 not be modified or amended except in writing executed by Plaintiff and Defendants, and, if
15 required by law, approved by the Court.

16 10.9 Neither Plaintiff nor Defendants shall be considered the drafter of this Consent
17 Decree or any of its provisions for the purpose of any statute, case law or rule of interpretation
18 of construction that would or might cause any provision to be construed against the drafter of
19 this Consent Decree.

20 10.10 Solely for the purpose of determining or securing compliance with this Consent
21 Decree, Defendants authorize their attorneys to accept service of a motion by Plaintiff to
22 enforce or interpret this Consent Decree.

23 10.11 This Consent Decree shall expire three (3) years from the date it is executed.
24 Such expiration shall in no way affect the validity of Plaintiff's release of claims.

25 10.12 Plaintiff and Defendants agree and represent that any persons signing this
26 Consent Decree are authorized to execute this Consent Decree on each party's respective behalf.
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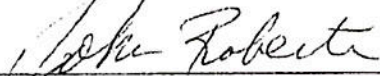
1 Agreed to, Approved for Entry, and
2 Notice of Presentation Waived;

3 LANE POWELL PC

4 

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27 Attorneys for Samsung SDI Co., Ltd., Samsung SDI
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Co., Ltd., Tianjin Samsung SDI Co., Ltd., Samsung
SDI Malaysia Sdn. Bhd.

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For the Plaintiff:

Dated: August 28, 2018

By: Justin Wade
Justin P. Wade, WSBA No. 41168
Assistant Attorney General
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800 Fifth Avenue, Suite 2000
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For the Defendants:

Dated: August 29, 2018

By: John Roberti
John Roberti
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