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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 AU
OPTRONICS CORPORATION AND
AU OPTRONICS CORP., AMERICA

I. JUDGMENT SUMMARY

- A. Plaintiff: State of Washington
- B. Defendants: AU Optronics Corp.
AU Optronics Corp., America
- C. Settlement Amount: \$12,500,000.00 (Twelve million five hundred thousand US dollars)
- D. Attorneys for Plaintiff: Jonathan Mark, Senior AAG
Bill Clark, Senior Counsel
David Kerwin, AAG
Stephen Fairchild, AAG
- E. Attorneys for Defendants: Carl L. Blumenstein
Nossaman LLP

David Lundsgaard
Miller Nash Graham & Dunn

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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 on August 16, 2010, against Defendants AU Optronics Corporation;
4 and AU Optronics Corp., America (collectively "AU Optronics").

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

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

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

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

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

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

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

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

6 J. This Consent Decree shall not benefit any third party and it shall not be
7 construed to provide any rights to third parties.

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

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

15 **III. JURISDICTION AND VENUE**

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

21 **IV. DEFINITIONS**

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

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

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

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

14 E. "Consumer" mean 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 liquid
18 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, or Washington statutory or common law
26 regulating competition, unfair competition, unfair practices, price discrimination, unitary

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

8 K. "Releasees" refers to Quanta Display, Inc. and AU Optronics, wherever located,
9 and to all of its respective past and present, direct and indirect, parent companies, subsidiaries,
10 joint ventures, and Affiliates (where "Affiliates" is defined as any other entity that is now or
11 was previously owned by or an owner of AU Optronics or a parent company, where "owned"
12 and "owner" mean holding directly or indirectly 50% or greater equity or beneficial interest);
13 and each and all of the past, present and former principals, partners, officers, directors,
14 supervisors, employees, representatives, insurers, attorneys, heirs, executors, administrators,
15 and assigns of each of the foregoing, and any predecessors or successors of any of the
16 foregoing. "Releasees" does not include any defendant named in the Complaint as of the
17 Execution Date besides AU Optronics.

18 L. "Releasors" 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 for any portion of the period from January 1, 1998 up to and including the Effective
21 Date.

22 M. "Relevant Conduct" means AU Optronics' alleged or actual participation in an
23 unlawful conspiracy to raise, fix, maintain, or stabilize the price of LCD products at artificially
24 high levels, to maintain the production of LCD products at artificially low levels, or other
25 anticompetitive conduct regarding LCD products at any time prior to the Effective Date.
26

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

3 **V. INJUNCTIONS**

4 A. For a period of five (5) years after the Effective Date, and in accordance with
5 Washington CR 65(d), AU Optronics, its successors and assigns, subsidiaries, directors,
6 officers, agents, servants, and employees:

- 7 1. Will not engage in price fixing, market allocation, or bid rigging or other
8 conduct which constitutes a violation of Section I of the Sherman Act or
9 RCW 19.86.030 with respect to AU Optronics' direct or indirect sale of any
10 LCD panels intended for delivery to the United States, including, when
11 conducted for the purpose of monitoring and enforcing adherence to
12 unlawfully agreed-upon prices, participating in meetings, conversations, and
13 communications with other LCD panel manufacturers to discuss the prices
14 of LCD panels to be sold to any other person or entity.
- 15 2. In order to notify pertinent employees of their obligations to comply with
16 federal and state antitrust laws during the term of this Consent Decree, AU
17 Optronics will modify materials used for antitrust compliance training to
18 state, in substance and effect, the following: "AUO is committed to and
19 employees must be full compliance with all laws and regulations, including
20 strict compliance with Taiwanese and foreign antitrust laws, including those
21 of the United States and its state antitrust laws and/or injunctions issued in
22 state court."
- 23 3. Establish, or, if already established, maintain and update a program or
24 programs for the purpose of compliance with federal and state antitrust laws,
25 including the Sherman Act and RCW 19.86.030, by its officers and
26 employees who have responsibility for pricing of TFT-LCD panels or for

1 making decisions regarding production capacity of LCD panels, or who AU
2 Optronics reasonably believes know non-public information about prices of
3 TFT-LCD panels. Said program or programs shall provide relevant
4 compliance education to all such persons regarding the legal standards
5 imposed by the antitrust laws, the remedies that might be applied in the
6 event of violations of said laws, and their obligations in the event that they
7 observe violations of said laws. It is understood and agreed that such
8 certification may be a copy of the same document that AU Optronics
9 submits to counsel for IPP and other states.

10 B. Nothing in this provision or Consent Decree shall be interpreted as limiting in
11 any way AU Optronics's obligation to comply to the fullest extent with federal and state
12 antitrust laws.

13 VI. MONETARY RELIEF

14 A. AU Optronics shall pay to the State of Washington twelve million five hundred
15 thousand (\$12,500,000.00) in United States dollars (the "Settlement Fund"). AU Optronics
16 shall make payment in two equal payments as follows: (i) a first payment of six million two
17 hundred fifty thousand dollars (\$6,250,000.00) by no later than June 1, 2015, and (ii) a second
18 payment of six million two hundred fifty thousand dollars (\$6,250,000.00) by no later than
19 September 1, 2015. AU Optronics understands that the Attorney General considers the
20 foregoing payments to be made pursuant to RCW 19.86.080 and .090. AU Optronics shall
21 make the payments set forth above by wire transfer to the State of Washington, or to such other
22 recipient as the Plaintiff shall designate, who shall hold such funds for the benefit of the State
23 of Washington and its agencies and consumers that purchased LCD products. Any bank
24 transfer fees charged by the designated bank shall be borne by the State of Washington. All
25 funds so held shall be deemed and considered to be in custody of the Superior Court of King
26 County before which the Complaint was filed, and shall remain subject to the jurisdiction of

1 the Court, until such time as such funds shall be distributed pursuant to this Consent Decree or
2 further order of the Court.

3 B. Pursuant to RCW 19.86.080, a portion of the Settlement Fund, the amount to be
4 determined solely by the Attorney General, shall be deposited without prior court approval into
5 the Attorney General's antitrust revolving fund. The Attorney General shall use the funds for
6 recovery of the costs and attorneys' fees incurred in investigating this matter, future monitoring
7 and enforcement of this consent decree, future enforcement of RCW 19.86, or for any lawful
8 purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney
9 General. The remaining monies shall be used solely to compensate, either directly or
10 indirectly, Washington consumers (including agencies of the State of Washington that
11 purchased LCD products) allegedly harmed during the Relevant Period by the conduct alleged
12 in the Complaint, in a manner approved by the Court. It is understood and agreed that AU
13 Optronics shall have neither input nor control over the use or disposition of any of the
14 Settlement Fund.

15 C. The Parties acknowledge and agree that (i) the State of Washington has asserted
16 claims against AU Optronics for alleged overcharges related to alleged anti-competitive
17 conduct and does not allege a claim for lost profits and (ii) none of the Settlement Fund is
18 allocated to lost profits.

19 VII. COOPERATION PROVISIONS

20 A. AU Optronics will provide, at a meeting conducted at a reasonable time and
21 place as mutually agreed by the parties, a full account to the Attorney General of all material
22 facts known to AU Optronics that are relevant to the Action, including providing best and
23 reasonable efforts to identify all material facts showing AU Optronics's communications with
24 other TFT-LCD panel producers as alleged in the Complaint, including identification of non-
25 privileged and non-work-product protected documents and deposition testimony evidencing
26 such facts.

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

- 5 1. All documents that were produced to the U.S. Department of Justice or a
6 U.S. grand jury by AU Optronics during the course of an investigation of
7 antitrust violations in the TFT-LCD industry during the Relevant Period,
8 including all preexisting, non-work product translations of documents in AU
9 Optronics's possession that were produced to the grand jury, to the extent
10 such documents and translations are not privileged or protected under the
11 work product doctrine and are not subject to any order by a court prohibiting
12 or preventing the production of such materials.
- 13 2. Copies of all deposition transcripts of any present or former employee of
14 AU Optronics and attached exhibits, as reasonably requested by Plaintiff
15 and to the extent allowed by the protective order in the MDL.
- 16 3. All documents from the files of AU Optronics provided by AU Optronics to
17 any plaintiff to the MDL, whether provided voluntarily or pursuant to a
18 subpoena, compulsory process, or a court or administrative order, as
19 reasonably requested and to the extent allowed by the protective order in the
20 MDL.
- 21 4. Nothing in this Agreement shall be construed or interpreted to be
22 inconsistent with any continuing obligations that AU Optronics may have to
23 the United States Department of Justice, or with any court order in this
24 Action or the federal litigation or with the Stipulated Interim Protective
25 Order filed on August 23, 2010 in *United States v. AU Optronics*
26 *Corporation, et al.* Case No. 3:09-CR-0110-SI (N.D. Cal.).

- 1 5. AU Optronics shall provide assistance to the Attorney General by
2 responding to reasonable inquiries from the Attorney General regarding any
3 discovery materials produced in this Action, which may include, but is not
4 limited to, examining documents or making inquiries of current employees.
5 AU Optronics shall use its best efforts to provide affidavits on behalf of
6 officers, employees or agents as necessary for the purpose of authenticating
7 specific AU Optronics business records, as reasonably required by the
8 Attorney General.
- 9 6. AU Optronics shall use its best efforts to make available persons familiar
10 with foreign language documents from the files of AU Optronics subject to
11 this section that are identified by the Attorney General to translate the
12 foreign language text or content of selected documents, as reasonably
13 requested by the Attorney General. AU Optronics shall also produce any
14 and all non-privileged, non-work product-protected translations of relevant
15 documents in its possession.
- 16 7. AU Optronics shall use its best efforts no less effectively than has occurred
17 previously in the MDL to produce at trial in person, or affidavit, as legally
18 necessary, no more than two then-current officers or employees to testify at
19 trial of this action. The Attorney General shall notify AU Optronics at least
20 sixty (60) days before the scheduled trial date of the employees whose
21 testimony is requested, unless the trial date is set in a manner that prevents
22 60-day notice, in which case the Attorney General shall provide notice
23 within a reasonable time prior to the scheduled trial date. Such employees
24 to be selected from those who gave individual depositions in the MDL
25 action to testify as reasonably required by the Attorney General in
26 connection with this Action.

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

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

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

9 F. The provisions in this cooperation section shall remain in effect until the
10 conclusion of the Action.

11 VIII. APPLICABILITY

12 A. The provisions of this Consent Decree shall apply to AU Optronics, its
13 successors and assigns and its subsidiaries.

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 AU Optronics shall include sales of LCD panels
18 by AU Optronics.

19 C. On the Effective Date, the Attorney General and AU Optronics shall be bound
20 by the 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. Except in a proceeding to enforce this Consent Decree, pursuant to
24 RCW 19.86.130, neither this Consent Decree (including without limitation statements in part
25 III above) nor any and all negotiations, documents, and discussions associated with them, shall
26 be deemed or construed to be an admission by AU Optronics or the Releasees of truth of any of

1 the claims or allegations contained in the Complaint, or evidence of any violation of any statute
2 or law or of any liability or wrongdoing whatsoever by AU Optronics or the Releasees
3 regarding the claims or allegations contained in the Complaint, or to be an admission by AU
4 Optronics or the Releasees of the truth of any of the claims or allegations contained in the
5 Complaint or any other pleading filed by Washington in any action whatsoever to prove the
6 truth of the matters alleged in the Complaint.

7 **IX. RELEASE**

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

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

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

23 D. Releasors shall look solely to the Settlement Fund for settlement and
24 satisfaction against the Releasees of all Released Claims, and shall have no other recovery
25 against AU Optronics or any other Releasees for the Released Claims.

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

5 **X. NOTICE REQUIREMENTS**

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

9 To the Plaintiff:

10 Jonathan A. Mark, Senior AAG
11 Antitrust Division
12 Washington State Attorney General
13 800 Fifth Avenue, Suite 2000, MS TB14
14 Seattle, WA 98104
15 (206) 389-2848
16 JonathanM2@atg.wa.gov

17 To AU Optronics:

18 Carl L. Blumenstein, Esq.
19 Nossaman LLP
20 50 California Street, 34th Floor
21 San Francisco, CA 94111
22 (415) 438-7219
23 cblumenstein@nossaman.com

24 **XI. COMPLIANCE AND ENFORCEMENT**

25 A. Under no circumstances shall this Consent Decree or the name of the State of
26 Washington, Office of the Attorney General, or any of their employees be used by AU
Optronics as an endorsement or approval of AU Optronics'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

1 dollars (\$25,000.00) per violation may be sought by the Attorney General pursuant to
2 RCW 19.86.140.

3 C. On an annual basis until the expiration of the five year period stated in this
4 paragraph, AU Optronics shall certify in writing to the Washington's Attorney General that it
5 has complied and is complying with the terms of Section V of this Consent Decree. It is
6 understood and agreed that such certification may be a copy of the same document that AU
7 Optronics submits to counsel for IPP and other states, provided such document complies with
8 the terms of this Consent Decree.

9 D. In the event that the Plaintiff reasonably believes a breach of this Consent
10 Decree has occurred, and for the purpose of determining or securing compliance with this
11 Consent Decree within the time period set forth in Section XIII, the Plaintiff shall provide
12 written notice to counsel for AU Optronics detailing the alleged breach with reasonable
13 specificity, including identification of the specific documents or sources of information that
14 support the allegation, provided such identification does not breach any confidentiality
15 obligations. AU Optronics shall have sixty (60) days from receipt of such notice in which to
16 cure the alleged breach to the Plaintiff's satisfaction. If the Plaintiff is not satisfied that cure of
17 the asserted breach(es) has occurred, subject to any legally recognized privilege, the Plaintiff
18 may issue a Civil Investigative Demand pursuant to RCW 19.86.110(4)(c) requiring AU
19 Optronics to:

- 20 1. Produce documents, and/or
- 21 2. Subject to reasonable convenience of AU Optronics, and without restraint or
22 interference from them, to interview directors, officers, employees, and
23 agents of AU Optronics at the location where such individual is normally
24 employed, who may have counsel present, regarding any such matters.
- 25 3. Counsel for AU Optronics shall accept service of any such CID without
26 objection.

1 E. If the Attorney General successfully brings an action to enforce the provisions
2 of this Consent Decree, AU Optronics shall reimburse the Attorney General for all reasonable
3 costs and attorneys' fees incurred in bringing such enforcement action.

4 XII. RETENTION OF JURISDICTION

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

10 XIII. EXPIRATION OF CONSENT DECREE

11 Unless a court grants an extension, this Consent Decree shall expire five (5) years from
12 the Effective Date. Such expiration shall in no way affect the validity of Plaintiff's release of
13 claims.

14 XIV. CONFIDENTIALITY

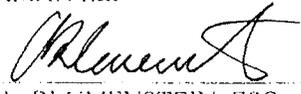
15 A. Materials produced by AU Optronics under this Consent Decree shall be treated
16 in accordance with RCW 19.86.110 and any protective order in this Action. To the extent that
17 any document to be produced pursuant to this Consent Decree is subject to a protective order in
18 any relevant matter,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

19 B. If at the time information or documents are furnished by AU Optronics to the
20 Plaintiff and AU Optronics represents and identifies in writing the portions of any such
21 information or documents for which a claim of protection may be asserted under Rule 26(c)(7)
22 of the Superior Court Civil Rules and AU Optronics marks each pertinent page of such
23 documents, "Confidential" or "Subject to claim of protection under Rule 26(c)(7) of the
24 Superior Court Civil Rules" and describes why such documents are privileged, then the
25 Plaintiff shall give ten (10) days' notice to AU Optronics prior to divulging such material in
26 any legal proceeding.

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

NOSSAMAN LLP



CARL L. BLUMENSTEIN, ESQ.
CA State Bar No.: 241199
50 California St., 34th Floor
San Francisco, CA 94111
(415) 438-7219
cblumenstein@nossaman.com

AU Optronics Corp.

By: 

Name: Hank M. Liu

Title: General Counsel

AU Optronics Corp., America

By: _____

Name: _____

Title: _____

NOSSAMAN LLP

CARL L. BLUMENSTEIN, ESQ.
CA State Bar No.: 241199
50 California St., 34th Floor
San Francisco, CA 94111

~~TEL: 415.774.2112~~
cblumenstein@nossaman.com

AU Optronics Corp.

By: _____

Name:

Title:

AU Optronics Corp., America

By: Linh Ha

Name: Linh Ha

Title: General Counsel - Americas

CONSENT DECREE AGAINST AU OPTRONICS CORPORATION AND AU OPTRONICS CORP., AMERICA
KING COUNTY CAUSE NO. 10-2-29164-4SEA

15 ATTORNEY GENERAL OF WASHINGTON
Antitrust Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188