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6 STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

7 THE STATE OF WASHINGTON,

8 Plaintiff,

9 v.

10 AU OPTRONICS CORPORATION, *et*
11 *al.*,

12 Defendants.

NO. 10-2-29164-4SEA

SETTLEMENT AND CONSENT
DECREE AGAINST LG DISPLAY
CO., LTD., AND LG DISPLAY
AMERICA, INC.

13 I. JUDGMENT SUMMARY

14 A. Plaintiff: State of Washington
15 B. Defendant: LG Display Co., Ltd.
LG Display America, Inc.
16 C. Settlement Amount: \$13,000,000 (Thirteen million US dollars)
17 D. Attorneys for Plaintiff: Jonathan Mark, Sr. AAG
Bill Clark, Senior Counsel
David Kerwin, AAG
Stephen Fairchild, AAG
18 E. Attorneys for Defendants: Michael Vaska
Lee Berger
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SETTLEMENT AND CONSENT DECREE
AGAINST LG DISPLAY CO., LTD., AND LG
DISPLAY AMERICA, INC.
KING COUNTY CAUSE NO. 10-2-29164-4SEA

1

ATTORNEY GENERAL OF WASHINGTON
Antitrust Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7744

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 LG Display Co., Ltd. and LG Display America, Inc. (collectively "LG Display").

B. LG Display waived service by stipulation filed on September 2, 2010.

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

D. LG Display does not admit the allegations in the Complaint. Neither the Complaint nor anything in this Settlement and Consent Decree constitutes evidence or an admission by LG Display regarding the existence or non-existence of any issue, fact, or violation of any law alleged by Plaintiff.

E. LG Display recognizes and states that this Settlement and Consent Decree is entered into voluntarily and that no promises or threats have been made by the Washington State Attorney General's Office or any member, officer, agent or representative thereof to induce LG Display to enter into this Settlement and Consent Decree.

F. LG Display waives any right it may have to appeal from the Settlement and Consent Decree and from any Order adopting it, provided that no substantive changes are made to the Settlement and Consent Decree after it has been presented to the Court.

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

H. The parties agree that this Settlement and Consent Decree, represents the entire agreement of the parties.

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

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

7 K. This Settlement and Consent shall not benefit any third party and it shall not be
8 construed to provide any rights to third parties.

9 L. The parties have read and understand this Settlement and Consent Decree and
10 enter into it voluntarily, having been advised by undersigned counsel of the meaning and effect
11 of each provision of this Settlement and 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 Settlement and Consent Decree.
18 Venue is proper in this Court.

19 IV. DEFINITIONS

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

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

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

1 including without limitation, Chunghwa Picture Tubes, Ltd., 1127 Heping Rd., Bade City,
2 Taoyuan, Taiwan, 334 R.O.C.; CMO Japan Co., Ltd., f/k/a International Display Technology,
3 Ltd., a subsidiary of Chi Mei Corporation, with its principal place of business located at Nansei
4 Yaesu Bldg. 4F, 2-2-10 Yaesu, Chuo-Ku, Tokyo 104-0028, Japan; HannStar Display
5 Corporation, No. 480, Rueiguang Road, 12th Floor, Neihu Chiu, Taipei 114, Taiwan and its
6 wholly owned subsidiary, HannSpree, a Delaware corporation having a principle place of
7 business at 14450 Myford Road, Suite 100, Irvine, CA 92606; Hydys Technologies Co., Ltd.,
8 f/k/a BOE Hydys Technology Co., Ltd., with its principal place of business located at San 136-
9 1, Ami-ri, Bubal-eub, Icheon-si, Gyeonggi-do 467-866, South Korea.

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

11 E. "Consumer" mean persons as defined in RCW 19.86.010(1).

12 F. "Effective Date" means the date on which this Settlement and Consent Decree
13 is entered by the Court and all applicable appeals to it have expired.

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

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

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

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

1 interest), penalties, or causes of action that Releasors ever had, now have, or hereafter could
2 bring, against the Releasees (or any of them), whether in law, in equity, or otherwise, based on,
3 arising out of or relating to the Relevant Conduct, including but not limited to Washington's
4 *parens patriae* claims.

5 K. "Releasees" shall refer jointly and severally, individually and collectively, to
6 LG Display, wherever located, and to all of its respective past and present, direct and indirect,
7 parent companies, subsidiaries, joint ventures, and Affiliates (where "Affiliates" is defined as
8 any other entity that is now or was previously owned by or an owner of LG Display or a parent
9 company, where "owned" and "owner" mean holding directly or indirectly 50% or greater
10 equity or beneficial interest); and each and all of the past, present and former principals,
11 partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, heirs,
12 executors, administrators, and assigns of each of the foregoing, and any predecessors or
13 successors of any of the above. For the avoidance of doubt, the term "Releasees" includes LG
14 Electronics, Inc. and LG Electronics America, Inc. (collectively, "LG Electronics"), and any
15 parent, subsidiary, affiliate, joint venture, or joint venturer of LG Electronics. "Releasees" does
16 not include any defendant named in the Complaint as of the Execution Date besides LG
17 Display.

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 as described in the Complaint.

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

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

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V. INJUNCTIONS

A. For a period of five years after the Effective Date, the LG Display Defendants, their successors and assigns, subsidiaries, directors, officers, agents, servants, and employees:

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

1 persons regarding the legal standards imposed by the antitrust laws,
2 the remedies that might be applied in the event of violations of said
3 laws, and their obligations in the event that they observe violations of
4 said laws. Starting on October 13, 2015 and continuing thereafter on
5 an annual basis until the expiration of the five year period stated in
6 this paragraph, LG Display shall certify in writing to the Washington's
7 Attorney General that the LG Display has complied and is complying
8 with the provisions of this subparagraph. Nothing in this provision
9 shall be interpreted as limiting in any way LG Display's obligation to
10 comply to the fullest extent with federal and state antitrust laws.

11 VI. MONETARY RELIEF

12 A. Within thirty days of the Effective Date, LG Display shall pay to the State of
13 Washington thirteen million (\$13,000,000.00) in United States dollars, as payment for relief
14 allowed the Attorney General under RCW 19.86.080 and .090 (the "Settlement Fund").
15 Subject to and following approval of the Bank of Korea, LG Display shall pay the amount set
16 forth above by wire transfer to the State of Washington, or to such other recipient as the
17 Plaintiff shall designate, who shall hold such funds for the benefit of the State of Washington
18 and its agencies and consumers that purchased LCD products. All funds so held shall be
19 deemed and considered to be in custody of the Superior Court of King County before which
20 the Complaint was filed, and shall remain subject to the jurisdiction of the Court, until such
21 time as such funds shall be distributed pursuant to this Settlement and Consent Decree or
22 further order of the Court. Washington shall provide LG Display with a receipt for the payment
23 received within three days of receiving the Settlement Fund.

24 B. Washington, by and through its Attorney General, represents and warrants that
25 (a) Washington's Bank Account, with the account information provided to LG Display on the
26 official State letterhead, is the appropriate bank account to which LG Display shall wire the

1 Settlement Fund, and (b) LG Display's wiring of the Settlement Fund to Washington's Bank
2 Account fully and completely satisfies LG Display's obligations under this paragraph (or any
3 other paragraph regarding the payment of the Settlement Fund).

4 C. In no event shall any of the Releasees have any responsibility, financial
5 obligation, or liability whatsoever with respect to the distribution or administration of the
6 Settlement Fund, including, but not limited to, the costs and expenses of such distribution and
7 administration, except that a portion of the Settlement Fund may be used for such distribution
8 and administration.

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

19 VII. COOPERATION PROVISIONS

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

1 B. Within two days of the Effective Date of this Settlement and Consent Decree,
2 LG Display shall withdraw its petition for review in *The State of Washington v. LG Display*
3 *Co., Ltd. and LG Display America, Inc.*, No. 90435-9, in the Supreme Court of the State of
4 Washington, by filing on behalf of both parties a Joint Motion to Withdraw Petition in the form
5 attached as Exhibit 2.

6 C. At a time and in a manner mutually agreed by the parties, as reasonably
7 requested by the Attorney General, LG Display will identify for the Attorney General the
8 following specific documents, and produce them if not already produced in the Action or
9 possessed by the Plaintiff:

- 10 1. All documents that were produced to the U.S. Department of Justice or a
11 U.S. grand jury by LG Display during the course of an investigation of
12 antitrust violations in the TFT-LCD industry during the Relevant Period,
13 including cross-references to all production numbers used for each
14 document and including all preexisting, non-work product translations of
15 documents in LG Display's possession that were produced to the grand jury,
16 to the extent such documents and translations are not privileged or protected
17 under the work product doctrine and are not subject to any order by a court
18 prohibiting or preventing the production of such materials, including
19 without limitation paragraph 3 of the Stay Order filed in the MDL, Docket
20 No. 631 (May 27, 2008).
- 21 2. All deposition transcripts and exhibits thereto that were produced by LG
22 Display to any plaintiff in the MDL, whether voluntarily (except under a
23 settlement agreement) or as part of discovery or pursuant to any court order,
24 as reasonably requested by Plaintiff and to the extent allowed by the
25 protective order in the MDL.
26

- 1 3. All documents provided by LG Display to any plaintiff to the MDL (except
2 under a settlement agreement), whether provided voluntarily or pursuant to
3 a subpoena, compulsory process, or a court or administrative order, as
4 reasonably requested and to the extent allowed by the protective order in the
5 MDL. LG Display shall not be required to produce privileged documents or
6 documents protected under the work product doctrine, or such materials that
7 are subject to Court-ordered protection in any other LCD litigation matter.
8 LG Display will not be required to produce any document that only came
9 within its possession, custody, and control through discovery in litigation or
10 under the auspices of a joint defense agreement.
- 11 4. Nothing in this Agreement shall be construed or interpreted to be
12 inconsistent with any continuing obligations that LG Display may have to
13 the United States Department of Justice, or with any court order in this
14 Action or the federal litigation.
- 15 5. LG Display shall provide assistance to the Attorney General by responding
16 to reasonable inquiries from the Attorney General regarding any discovery
17 materials produced, which may include, but is not limited to, examining
18 documents or making inquiries of current employees. LG Display shall use
19 its best efforts to provide affidavits on behalf of officers, employees or
20 agents as necessary for the purpose of authenticating specific LG Display
21 business records, as reasonably required by the Attorney General.
- 22 6. LG Display will produce any and all LG Display translations of relevant
23 documents that were agreed to in the State of Illinois v. AU Optronics
24 Corp., et al. litigation. If translations are not available, LG Display will
25 provide general assistance in response to specific translation inquiries about
26 LG Display documents, as reasonably requested by the Attorney General.

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

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

13 **IX. RELEASE**

14 A. Upon the Effective Date of this Settlement and Consent Decree, and in
15 consideration of payment of the Settlement Fund and for other valuable consideration, the
16 Releasees shall be completely, intentionally, and finally released, acquitted, and forever
17 discharged to the fullest extent permitted by law from any and all claims, demands, actions,
18 suits, liabilities, expenses (including attorneys' fees and interest), penalties, or causes of action
19 for the Released Claims, that Releasors, or each of them, in their proprietary capacity, ever
20 had, now has, or hereafter can, shall, or may have. The types of claims released are based upon
21 the allegations against LG Display and/or Releasees in the Complaint and are released
22 regardless of the type of cause of action, common law principle, statute, regulation, ordinance,
23 or other legal basis under which they are asserted; for example, such claims are released
24 whether asserted under any federal, state competition, unfair competition, unfair practices,
25 deceptive trade practices, price discrimination, unitary pricing, restitution, consumer business
26 protection, fraud protection, common law unjust enrichment, consumer protection, trade

1 practice, racketeering, or civil conspiracy law, or similar law or regulation, sounding in law or
2 equity, of any jurisdiction within the United States.

3 B. This release includes only the Released Claims and does not include any claims
4 other than the Released Claims, including without limitation any claims arising out of product
5 liability, personal injury, warranty, or breach of contract claims (other than a breach of contract
6 premised on anticompetitive conduct, the Relevant Conduct, or any of the allegations alleged
7 in the Action), in the ordinary course of business, or any other claims not covered by the
8 Released Claims. Additionally, the Attorney General, for himself and the State of Washington,
9 shall not, after the execution of this Settlement and Consent Decree, on behalf of any of its
10 political subdivisions or any of its municipal corporations, seek to establish liability against the
11 Releasees based, in whole or part, upon the Relevant Conduct.

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

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

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

24 X. NOTICE REQUIREMENTS

25 A. Within thirty days of the date of entry of this Consent Decree, LG Display shall
26 make a copy of this Consent Decree available to its officers, directors and sales managers with

1 responsibility for LCD panel sales to or in the United States and direct them to comply with its
2 terms.

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

7 To the Plaintiff:

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

12 To LG Display:

13 Michael Vaska
14 Foster Pepper, PLLC
15 1111 Third Ave.
16 Seattle, WA 98101
17 VaskM@foster.com

18 Lee Berger
19 Paul Hastings LLP
20 875 15th St., N.W.
21 Washington, DC 20005
22 leeberger@paulhastings.com

23 Byung-Dae Lim
24 Vice President/General Counsel
25 11th Floor, LG Twin Towers (East Tower)
26 Yoido-dong 20, Youngdungpo-gu
Seoul 150-721 South Korea
bdlm@lgdisplay.com

22 XI. COMPLIANCE AND ENFORCEMENT

23 A. Under no circumstances shall this Settlement and Consent Decree or the name
24 of the State of Washington, Office of the Attorney General, or any of their employees be used
25 by any LG Display as an endorsement or approval of LG Display's acts, practices or conduct
26 of business.

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

4 C. LG Display shall submit a written compliance certification on an annual basis as
5 required by paragraph V.A.2.

6 D. In the event that the Plaintiff reasonably believes a breach of this Consent
7 Decree has occurred, and for the purpose of determining or securing compliance with this
8 Consent Decree, the Plaintiff shall provide written notice to counsel for LG Display on its
9 behalf. LG Display shall make a good faith effort to cure the alleged breach within thirty (30)
10 days from receipt of such notice. LG Display may request a reasonable extension of the cure
11 period which, the Attorney General, shall not unreasonably deny). If the Plaintiff is not
12 satisfied that cure has occurred, subject to any legally recognized privilege, the Plaintiff may
13 issue a Civil Investigative Demand pursuant to RCW 19.86.110(4)(c) requiring LG Display, to:

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

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

24 XII. RETENTION OF JURISDICTION

25 Jurisdiction is retained by the King County Superior Court for the purpose of enabling
26 any of the parties to this Settlement and Consent Decree to apply to it at any time for such

1 further orders and directions as may be necessary or appropriate for the construction,
2 implementation, or modification of any of the provisions of this Settlement and Consent
3 Decree, for the enforcement of compliance herewith, and for sanctions for any violations
4 hereof. If the Consent Decree has been entered by any appellate court, it is ordered that King
5 County Superior Court shall have jurisdiction as described in this paragraph.

6 **XIII. EXPIRATION OF CONSENT DECREE**

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

10 **XIV. CONFIDENTIALITY**

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

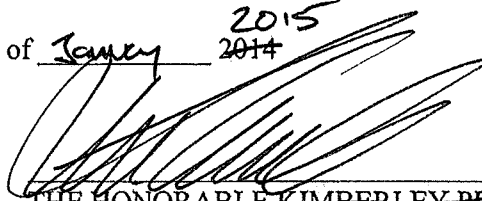
16 B. If at the time information or documents are furnished by LG Display to the
17 Plaintiff and LG Display marks each pertinent page or portions of any such page
18 "Confidential," "Highly Confidential," or subject to claim of Privilege or Attorney Work
19 Product (and describes why such documents are so designated), then the Plaintiff shall give ten
20 days' notice to LG Display prior to divulging such material in any legal proceeding. If after
21 such notice, LG Display gives the Attorney General notice that it wishes to have the designated
22 materials submitted under seal, LG Display will provide the Attorney General with a relevant
23 supporting affidavit and the Attorney General will make reasonable efforts to file the materials
24 under seal, subject to court approval. This provision does not relinquish LG Display of ultimate
25 responsibility to seek protection for its information or documents as appropriate.
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XV. APPROVAL AND JUDGMENT

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

It is so ORDERED this 9th day of January ~~2014~~ ²⁰¹⁵



THE HONORABLE KIMBERLEY PROCHNAU

ROBERT W. FERGUSON
Attorney General

Sean P. O'Donnell

DARWIN ROBERTS
Deputy Attorney General



WILLIAM G. CLARK, WSBA No. 9234
JONATHAN A. MARK, WSBA No. 38051
DAVID KERWIN, WSBA No. 35162
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206.389.3806

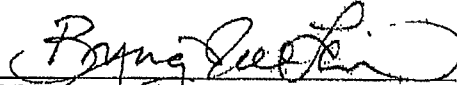
1 Agreed to, Approved for Entry, and
2 Notice of Presentation Waived:

3 

4 MICHAEL K. VASKA
5 Attorney for Defendants
6 Foster Pepper PLLC
7 1111 3rd Avenue Suite 3400
8 Seattle, WA 98101-3299
9 206.447.4400

10 

11 LEE F. BERGER
12 Attorney for Defendants
13 Paul Hastings LLP
14 875 15th Street NW
15 Washington, DC 20005
16 202.551.1772



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On behalf of Defendants
LG DISPLAY CO., LTD., AND
LG DISPLAY AMERICA, INC.