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 8 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
 9 **SAN FRANCISCO DIVISION**

10 IN RE: TFT-LCD (FLAT PANEL)  
 11 ANTITRUST LITIGATION

Master Docket No. M:07-1827 SI

MDL No. 1827

12 THIS DOCUMENT RELATES TO:

13 *Tracfone Wireless, Inc. v. AU Optronics Corp.*  
 14 3:10-cv-3205-SI

15 *SB Liquidating Trust v. AU Optronics Corp.,*  
 3:10-cv-5458-SI

16 *Sony Electronics Inc. v. LG Display Co., Ltd.,*  
 3:10-cv-5616-SI

17 *Alfred H. Siegel, as Trustee of the Circuit City*  
 18 *Stores, Inc. Liquidating Trust, v. AU Optronics*  
*Corp., 3:10-cv-5625-SI*

19 *MetroPCS Wireless, Inc. v. AU Optronics Corp.,*  
 3:11-cv-829-SI.

20 *Office Depot, Inc. v. AU Optronics Corp.,*  
 3:11-cv-2225-SI

21 *Jaco Electronics, Inc. v. AU Optronics Corp.,*  
 22 3:11-cv-2495-SI

23 *T-Mobile U.S.A., Inc. v. AU Optronics Corp.,*  
 3:11-cv-2591-SI

24 *Electrograph Systems, Inc. v. NEC Corp., et al.,*  
 3:11-cv-3342-SI

25 *Interbond Corp. of America v. AU Optronics Corp.,*  
 3:11-cv-3763-SI

26 *Schultze Agency Services, LLC, on behalf of*  
 27 *Tweeter Opco, LLC and Tweeter Newco, LLC, v.*  
 28 *AU Optronics Corp., 3:11-cv-3856-SI*

Case No. 3:10-cv-3205-SI

Case No. 3:10-cv-5458-SI

Case No. 3:10-cv-5616-SI

Case No. 3:10-cv-5625-SI

Case No. 3:11-cv-829-SI

Case No. 3:11-cv-2225-SI

Case No. 3:11-cv-2495-SI

Case No. 3:11-cv-2591-SI

Case No. 3:11-cv-3342-SI

Case No. 3:11-cv-3763-SI

Case No. 3:11-cv-3856-SI

Case No. 3:11-cv-4116-SI

Case No. 3:11-cv-4119-SI

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Case No. 3:11-cv-5765-SI

Case No. 3:11-cv-5781-SI

Case No. 3:11-cv-6241-SI

Case No. 3:12-cv-335-SI

Case No. 3:12-cv-1426-SI

Case No. 3:12-cv-1599-SI

Case No. 3:12-cv-2214-SI

Case No. 3:12-cv-2495-SI

**DECLARATION OF RICHARD  
 MOONEY IN SUPPORT OF TRACK  
 TWO DIRECT ACTION PLAINTIFFS'  
 MOTION FOR ENTRY OF A TRACK  
 TWO SCHEDULING ORDER AND  
 TRIAL SETTING**

1 *Hewlett-Packard Co. v. AU Optronics Corp.*,  
3:11-cv-4116-SI  
2 *ABC Appliance, Inc. v. AU Optronics Corp.*,  
3:11-cv-4119-SI  
3 *Marta Cooperative of America, Inc. v. AU*  
4 *Optronics Corp.*, 3:11-cv-4119-SI  
5 *P.C. Richard & Son Long Island Corp. v. AU*  
*Optronics Corp.*, 3:11-cv-4119-SI  
6 *Tech Data Corp. v. AU Optronics Corp.*,  
3:11-cv-5765-SI  
7 *The AASI Creditor Liquidating Trust, by and*  
8 *through Kenneth A. Welt, Liquidating Trustee, v.*  
*AU Optronics Corp.*, 3:11-cv-5781-SI  
9 *CompuCom Systems, Inc. v. AU Optronics Corp.*,  
3:11-cv-6241-SI  
10 *Viewsonic Corp. v. AU Optronics Corp.*,  
3:12-cv-335-SI  
11 *NECO Alliance LLC v. AU Optronics Corp.*,  
12 3:12-cv-1426-SI  
13 *Sony Electronics Inc. v. AU Optronics Corp.*,  
3:12-cv-1599-SI  
14 *Sony Electronics Inc. v. Hannstar Display Corp.*,  
3:12-cv-2214-SI  
15 *Rockwell Automation, Inc. v. AU Optronics Corp.*,  
16 3:12-cv-2495-SI

Date: July 6, 2012  
Time: 9:00 a.m.  
Ct. Room: No. 10, 19<sup>th</sup> Floor  
The Honorable Susan Illston

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I, Richard Mooney, declare as follows:

1. I am a partner at Bryan Cave LLP, counsel to Sony Electronics Inc. and Sony Computer Entertainment America LLC (collectively, “Sony”) in this MDL, and am admitted to practice in California and before this Court. I make this Declaration based on personal knowledge, and if called as a witness I could and would testify competently to the following facts.

2. In December 2010, Sony informed members of the LCD cartel that it was prepared to sue them, but further informed those potential defendants that it was willing to enter tolling agreements so that the parties could explore possible settlement as a means of avoiding litigation altogether. Of the cartel participants to whom Sony extended that offer, all but LG Display accepted.

3. Sony since has made specific settlement proposals to each of the “tolling” companies (and to LG Display, for that matter) and, in fact, has settled with several companies without the need for litigation. Sony was unable to reach agreements with a number of the “tolling” companies after more than a year of effort, and therefore filed suit against AUO, Hitachi, Sharp, and Toshiba in March 2012.

4. Sony reached a mediated settlement agreement with Hannstar, but Hannstar reneged on the agreement and Sony was forced to sue it on May 2.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on June 26, 2012, at San Francisco, California.

/s/ Richard Mooney  
Richard Mooney