

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.**

In the Matter of

**CERTAIN SEMICONDUCTOR
DEVICES AND CONSUMER
AUDIOVISUAL PRODUCTS
CONTAINING THE SAME**

Inv. No. 337-TA-1047

Order No. 31 (Initial Determination)

On October 30, 2017, complainant Broadcom Corporation (“Broadcom”) and respondents Funai Electric Company, Ltd. and Funai Corporation, Inc. and P&F USA, Inc. (collectively, “Funai”) filed a motion to “terminate this Investigation as to Funai, based upon a Settlement Agreement . . . (attached as Confidential Exhibit 1).” Motion Docket No. 1047-048. No party has opposed the motion.

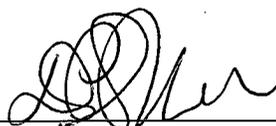
Commission Rule 210.21(a)(2) provides that “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement, including an agreement to present the matter for arbitration, or a consent order, as provided in paragraphs (b), (c) and (d) of this section.” 19 C.F.R. § 210.21(a)(2). Commission Rule 210.21(b)(1) provides in relevant part that “[a]n investigation before the Commission may be terminated as to one or more respondents pursuant to section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement.” 19 C.F.R. § 210.21(b)(1).

The pending motion complies with the Commission Rules. Pursuant to Commission Rule 210.21(b)(1), the movants state: “There are no other agreements, written or oral, express or implied, regarding the subject matter of this Investigation.” Mot. at 3.

The movants argue that terminating the investigation will “preserve resources for both the Commission and the parties” and that terminating the investigation “is in the public interest and does not affect the public health and welfare, competitive conditions of the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.” *See id.* at 3-4. The administrative law judge does not find any evidence to the contrary. *See* 19 C.F.R. § 210.50(b)(2).

Accordingly, it is the initial determination of the undersigned that Motion No. 1047-048 is granted. The investigation is terminated with respect to the Funai respondents.

Pursuant to 19 C.F.R. § 210.42(h), this initial determination shall become the determination of the Commission unless a party files a petition for review of the initial determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders on its own motion a review of the initial determination or certain issues contained herein.



David P. Shaw
Administrative Law Judge

Issued: November 7, 2017

CERTAIN SEMICONDUCTOR DEVICES AND CONSUMER AUDIOVISUAL PRODUCTS CONTAINING THE SAME

INV. NO. 337-TA-1047

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **Order No. 31** has been served upon the following parties as indicated, on NOV 07 2017



Lisa R. Barton, Secretary
U.S. International Trade Commission
500 E Street SW, Room 112A
Washington, DC 20436

FOR COMPLAINANT BROADCOM CORP.:	
John M. Caracappa, Esq. STEPTOE & JOHNSON LLP 1330 Connecticut Avenue, NW	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
FOR RESPONDENTS FUNAI ELECTRIC CO. LTD.; FUNAI CORP., INC.; AND P&F USA, INC.:	
T. Cy Walker, Esq. BAKER & HOSTETLER LLP 1050 Connecticut Avenue, NW Washington, DC 20036	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
FOR RESPONDENT SIGMA DESIGNS, INC.:	
Kecia J. Reynolds, Esq. PILLSBURY WINTHROP SHAW PITTMAN LLP 1200 Seventeenth St. NW Washington, DC 20036	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____

CERTAIN SEMICONDUCTOR DEVICES AND CONSUMER AUDIOVISUAL PRODUCTS CONTAINING THE SAME

INV. NO. 337-TA-1047

FOR RESPONDENT VIZIO, INC.:	
Cono A. Carrano, Esq. AKIN GUMP STRAUSS HAUER & FELD LLP Robert S. Strauss Building 1333 New Hampshire Avenue, N.W. Washington, DC 20036-1564	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
FOR RESPONDENTS MSTAR SEMICONDUCTOR INC.; MEDIATEK INC.; AND MEDIATEK USA INC.:	
Joseph V. Colaianni, Esq. FISH & RICHARDSON P.C., 901 15th Street, N.W. 7th Floor Washington, D.C. 20005	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
FOR RESPONDENTS LG ELECTRONICS, INC.; AND LG ELECTRONICS U.S.A., INC.:	
Doris Johnson Hines, Esq. FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP 901 New York Avenue, N.W. Washington, D.C. 20001-4413	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, DC**

**Before the Honorable David P. Shaw
Administrative Law Judge**

In the Matter of

**CERTAIN SEMICONDUCTOR DEVICES
AND CONSUMER AUDIOVISUAL
PRODUCTS CONTAINING THE SAME**

Investigation No. 337-TA-1047

**JOINT MOTION TO TERMINATE THE INVESTIGATION
AS TO FUNAI ELECTRIC COMPANY LTD., FUNAI CORPORATION INC.,
AND P&F USA INC. ON THE BASIS OF SETTLEMENT**

Pursuant to Rule 210.21(b) of the U.S. International Trade Commission (“Commission”) Rules of Practice and Procedure, 19 C.F.R. § 210.21(b), Complainant Broadcom Corporation (“Broadcom”) and Respondents Funai Electric Company Ltd., Funai Corporation Inc., and P&F USA Inc. (collectively, “Funai”) jointly move to terminate this Investigation as to Funai, based upon a Settlement Agreement (the “Agreement”) (attached as Confidential Exhibit 1).¹ Pursuant to Commission Rule 210.21(b)(1), a public version of the Agreement (attached as Exhibit 2) is being filed with a public version of this motion.

Pursuant to Ground Rule 5.e, Broadcom and Funai agreed to jointly file this motion. On October 26, 2017, Broadcom asked the other Respondents named in this Investigation for their position on the motion. LG Electronics Inc. and LG Electronics U.S.A., Inc. (collectively, “LG”) and VIZIO, Inc. (“Vizio”) stated that they will take a position after reviewing the papers. Respondents MediaTek Inc. and MediaTek USA Inc. (collectively, “MediaTek”) and MStar Semiconductor Inc. (“MStar”) do not oppose this motion. Respondent Sigma Designs Inc.

¹ The Investigation as to Funai has been stayed. Order No. 29 (Oct. 27, 2017).

PUBLIC VERSION

(“Sigma”) did not provide a response. The Commission Investigative Staff is not participating in this Investigation.

I. BACKGROUND

On March 7, 2017, Broadcom filed a Complaint with the Commission under Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337. The Complaint alleges that MediaTek, MStar,² Funai, LG; Sigma, and VIZIO have violated Section 337 based upon the importation into the United States, the sale for importation, and the sale within the United States after importation of certain semiconductor devices and consumer audiovisual products containing the same by reason of infringement of certain claims of U.S. Patent Nos. 7,310,104 (“the ‘104 patent”); 7,342,967 (“the ‘967 patent”); 7,590,059 (“the ‘059 patent”); 8,068,171 (“the ‘171 patent”); and 8,284,844 (“the ‘844 patent”) (collectively, the “Asserted Patents”). Broadcom filed an Amended Complaint on July 12, 2017.

On April 6, 2017, the Commission instituted this Investigation. 82 Fed. Reg. 17688-89 (Apr. 12, 2017). On April 27, 2017, the Administrative Law Judge issued Order No. 5 that set August 13, 2018 as the target date for completion of the Investigation and April 12, 2018 as the date for the final initial determination. On May 10, 2017, the Administrative Law Judge issued Order No. 6 that set December 6-8, 11, and 12 as the dates for the evidentiary hearing.

On October 10, 2017, the Administrative Law Judge issued an Initial Determination Terminating the Investigation in part as to the ‘171 and ‘967 patents and certain claims of the ‘059 and ‘844 patents. Order No. 6 (May 10, 2017).

² The Investigation as to MediaTek and MStar has been stayed. Order No. 28 (Oct. 27, 2017).

PUBLIC VERSION

II. The Agreement Resolves All Claims by Broadcom Against Funai in this Investigation

Commission Rule 210.21(a)(2) provides that any party may move at any time to terminate an investigation in whole or in part based on a settlement agreement and/or a consent order. Avago Technologies General IP (Singapore) Pte. Ltd.³ and Funai Electric Company, Ltd.⁴ have entered into a fully executed Settlement and Mutual Release Agreement, pursuant to which the parties have agreed to settle all pending claims by Broadcom against Funai in this Investigation. (Confidential Exhibit 1). The Agreement is fully effective and settles the disputes between Broadcom and Funai in this Investigation. Broadcom and Funai state that the Agreement reflects the entire and only agreement between Broadcom and Funai regarding the subject matter of this Investigation. There are no other agreements, written or oral, express or implied, regarding the subject matter of this Investigation.

Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the parties, and termination based on settlement agreement is routinely granted. *See, e.g., Certain Consumer Elec., Including Mobile Phones and Tablets*, Inv. No. 337-TA-839, Order No. 35 at 2 (Feb. 4, 2013) (“termination of litigation under these circumstances as an alternative method of dispute resolution is generally in the public interest and will conserve public and private resources”); *Certain Portable Commc’n. Devices*, Inv. No. 337-TA-827, Order No. 15 at 2 (May 31, 2012) (unreviewed) (terminating investigation based on settlement agreement).

³ Broadcom is an “Affiliate” of Avago Technologies General IP (Singapore) Pte. Ltd. as that term is defined in the Agreement. Thus the Agreement is effective as to Broadcom.

⁴ Funai Corporation, Inc. and P&F USA, Inc. are “Affiliates” of Funai Electric Company, Ltd. as that term is defined in the Agreement. Thus the Agreement is also effective as to Funai Corporation, Inc. and P&F USA, Inc.

PUBLIC VERSION

Termination of this Investigation as to Funai based on the Agreement is in the public interest and does not affect the public health and welfare, competitive conditions of the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers. Accordingly, the Investigation should be terminated as to Funai.

III. Conclusion

Having complied with the requirements of Commission Rule 210.21, and there being no public interest concerns, Broadcom and Funai respectfully request that the Administrative Law Judge issue an initial determination terminating this Investigation as to Funai.

Dated: October 30, 2017

Respectfully submitted,

/s/ John M. Caracappa

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Matthew N. Bathon

Stephanie L. Roberts

Steptoe & Johnson, LLP

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*Counsel for Complaint Broadcom
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PUBLIC VERSION

Dated: October 30, 2017

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Counsel for Respondents
Funai Electric Company, Ltd., Funai Corporation,
Inc., and P&F USA, Inc.

BROADCOM CORPORATION
INV. NO. 337-TA-1047

JOINT MOTION TO TERMINATE THE INVESTIGATION AS TO FUNAI
ELECTRIC COMPANY LTD., FUNAI CORPORATION INC., AND P&F USA
INC. ON THE BASIS OF SETTLEMENT

EXHIBIT 1

**CONFIDENTIAL SETTLEMENT AGREEMENT –
NOT PUBLIC**

BROADCOM CORPORATION
INV. NO. 337-TA-1047

JOINT MOTION TO TERMINATE THE INVESTIGATION AS TO FUNAI
ELECTRIC COMPANY LTD., FUNAI CORPORATION INC., AND P&F USA
INC. ON THE BASIS OF SETTLEMENT

EXHIBIT 2

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

Effective upon the last date signed below ("EFFECTIVE DATE"), Avago Technologies General IP (Singapore) Pte. Ltd. (Company Registration No. 200512430D), a Singapore company having an office at No. 1 Yishun Avenue 7, Singapore 768923 ("AVAGO") on behalf of itself and its AFFILIATES, and Funai Electric Company, Ltd. a Japanese Corporation having an office at 7-7-1 Nakagaito, Daito City, Osaka 574-0013, Japan ("FUNAI") on behalf of itself and its AFFILIATES (each of AVAGO and FUNAI a "Party" or together the "Parties"), enter into this Settlement and Mutual Release Agreement (this "AGREEMENT") on the terms and conditions set forth below.

RECITALS

WHEREAS, AVAGO and FUNAI and certain of their AFFILIATES are parties to the following litigations or administrative proceedings (collectively, "LITIGATIONS"):

1. *Funai Electric Co., Ltd., et al. v. LSI Corporation, et al.*, Case No. 5:16-cv-01210-BLF in the U.S. District Court for the Northern District of California (the "NDCA LAWSUIT");
2. *Broadcom Corp. v. Funai Electric Co. Ltd., Funai Corp., Inc., and P&F USA, Inc.*, Case No. 8:17-cv-00403 in the U.S. District Court for the Central District of California, Southern Division (the "CDCA LAWSUIT");
3. *In re Certain Semiconductor Devices and Consumer Audiovisual Products Containing Same*, Inv. No. 337-TA-1047 in the International Trade Commission (the "ITC INVESTIGATION"); and

WHEREAS, AVAGO and FUNAI and their AFFILIATES desire to resolve and settle all aspects of the LITIGATIONS between the Parties, including claims and counterclaims against each other, without the further time and expenses of litigation, legal action, and administrative investigation, and to dismiss with prejudice and terminate all claims and counterclaims between the Parties in the LITIGATIONS.

WHEREAS,

NOW THEREFORE, in consideration of the mutual releases and promises set out herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
RELEASES, ETC**

1.01 Releases

(a) Upon the full and final dismissal and termination of the claims and counterclaims between the Parties in the LITIGATIONS, as set forth in Article II, and subject to Section 1.01(d), except with respect to the obligation created by or arising out of this AGREEMENT, FUNAI does hereby for itself and on behalf of its AFFILIATES existing as of the EFFECTIVE DATE, as well as for its own and their respective directors, officers, employees, predecessors, successors, and assigns (collectively, the "FUNAI RELEASORS") irrevocably release, acquit and absolutely and forever discharge AVAGO, its AFFILIATES, and each of its and their respective directors, officers, employees, agents, attorneys, predecessors, successors, and assigns (collectively, the "AVAGO RELEASEES") from any and all actions and causes of action, suits, debts, obligations, liability, controversies, agreements, promises, judgments, claims, accounts, demands, damages, cost, expenses, liens, attorneys' fee of every kind of nature whatsoever, in law or in equity, that any of the FUNAI RELEASORS have had, or may now have, against any of the AVAGO RELEASEES as of the EFFECTIVE DATE, that are based upon, or arise out of the LITIGATIONS.

(b) Upon the full and final dismissal and termination of the claims and counterclaims between the Parties in the LITIGATIONS, as set forth in Article II, and subject to Section 1.01(d), except with respect to the obligation created by or arising out of this AGREEMENT, AVAGO does hereby for itself and on behalf of its AFFILIATES existing as of the EFFECTIVE DATE, as well as for its own and their respective directors, officers, employees, predecessors, successors, and assigns (collectively, the "AVAGO RELEASORS") irrevocably release, acquit and absolutely and forever discharge FUNAI, its AFFILIATES, and each of its and their respective directors, officers, employees, agents, attorneys, predecessors, successors, and assigns (collectively, the "FUNAI RELEASEES") from any and all actions and causes of action, suits, debts, obligations, liability, controversies, agreements, promises, judgments, claims, accounts, demands, damages, cost, expenses, liens, attorneys' fee of every kind of nature whatsoever, in law or in equity, that any of the AVAGO RELEASORS have had, or may now have, against any of the FUNAI RELEASEES as of the EFFECTIVE DATE, that are based upon, or arise out of the LITIGATIONS.

(c) FUNAI and AVAGO expressly acknowledge and agree that this AGREEMENT fully and finally releases and forever resolves the claims and counterclaims between the Parties, including those claims that are unknown, unanticipated, unsuspected or contingent or that may hereafter arise as a result of the discovery of new and/or additional facts, in the LITIGATIONS. The Parties acknowledge and understand the significance and potential consequences of its release of unknown claims. Each Party intends that the claims released under this Agreement be construed as broadly as possible and agrees to waive and relinquish all rights and benefits which may be

available to it under any statute, common law principle or other law, regulation or local custom or tradition which provides in substance that a release does not extend to claim which a Party does not know or suspect to exist in its favor at the time of executing such release, which if known by it must have materially affected this Agreement. Such statute includes Section 1542 of the Civil Code of the State of California, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

(d) The releases granted in this Section 1.01 do not operate to release existing claims of a Party or its AFFILIATES against the other party or its AFFILIATES' direct or indirect customers, unless such claims are based solely on claims and products released pursuant to Section 2.01 and 2.02.

1.02 Denial of Liability.

The Parties acknowledge that they are entering into this AGREEMENT to resolve disputed claims, that nothing herein shall be construed to be an admission of liability, and that AVAGO and its relevant AFFILIATES on the one hand, and FUNAI and its relevant AFFILIATES on the other hand, expressly deny any liability to the other Party and its relevant AFFILIATES.

ARTICLE II DISMISSAL OF LITIGATIONS

2.01 NDCA LAWSUIT and CDCA LAWSUIT

After the EFFECTIVE DATE, the Parties will file joint motions to dismiss with prejudice all claims and counterclaims between the Parties in the NDCA LAWSUIT and the CDCA LAWSUIT.

2.02 ITC INVESTIGATION

After the EFFECTIVE DATE, the Parties will file a joint motion to terminate all claims between the Parties in the ITC INVESTIGATION with prejudice.

2.03 Cooperation, Jurisdiction, and Costs

The Parties will cooperate in effecting the dismissals and terminations referenced in Sections 2.01 and 2.02. Each party to the LITIGATIONS shall bear its own costs and attorney's fees incurred in the LITIGATIONS.

**ARTICLE III
CONTINGENCY**

3.01

**ARTICLE IV
COVENANTS**

4.01 Covenant Not to Sue

AVAGO and its AFFILIATES covenant not to sue FUNAI and/or its AFFILIATES after October 19, 2017 for patent infringement of the COVENANT PATENTS based on FUNAI and/or its AFFILIATES making, licensing, using, importing, marketing, distributing, offering for sale, or selling the COVENANT PRODUCTS.

4.02 Covenant Not to Exclude

AVAGO and its AFFILIATES covenant that if after the EFFECTIVE DATE AVAGO and/or its AFFILIATES grant to any system-on-chip ("SoC") manufacturer ("MANUFACTURER") patent licenses to make and/or sell any of MANUFACTURER'S SoC and/or related products under patents owned or controlled by AVAGO and/or its AFFILIATES, AVAGO will not in agreements for such patent licenses exclude FUNAI and/or its AFFILIATES from direct or indirect customers of such MANUFACTURER; provided, however, the covenant of this Section 4.02 only applies to the extent that such MANUFACTURER'S SoC and/or related products are used for or incorporated into any COVENANT PRODUCTS made, sold, used, imported, or offered for sale by FUNAI and/or its AFFILIATES.

4.03 Covenant Not to Challenge

Subject to the terms and conditions of this AGREEMENT, FUNAI and its AFFILIATES covenant not to challenge the validity or enforceability of the COVENANT PATENTS or assist a third party in any infringement, invalidity, or nullity action or administrative proceeding anywhere in the world except to the extent required pursuant to a subpoena issued by a court of competent jurisdiction or otherwise compelled by a court of law, the USPTO, or any other tribunal of competent jurisdiction. Notwithstanding the foregoing, nothing in this provision shall be

construed to limit the ability of FUNAI or any of FUNAI's AFFILIATES, or any of their successors or assigns, to defend themselves or any of their customers in any action or proceeding for patent infringement brought or made against them, including but not limited to challenging the validity or enforceability of patents asserted against FUNAI or any of FUNAI's AFFILIATES, or any of their successors or assigns in such actions or proceedings.

ARTICLE V

5.01

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.01 Mutual Representations

Each of the Parties represents to the other Party that: (a) it has the corporate or other requisite power and authority to execute, deliver and perform this AGREEMENT, (b) the execution, delivery and performance of this AGREEMENT have been duly authorized by all necessary corporate or other action; (c) it has duly and validly executed and delivered this AGREEMENT; and (d) this AGREEMENT is a legal, valid and binding obligation, enforceable against it and its AFFILIATES in accordance with its terms. Neither Party nor any of its AFFILIATES makes any other representations, extends any warranties of any kind, assumed any responsibility or obligation whatsoever, or confers any right by implication, estoppel, or otherwise, other than the releases, covenants, and warranties herein expressly granted.

6.02 Assignability

Neither Party may assign or transfer any of its rights under this AGREEMENT or delegate any of its duties under this AGREEMENT to any third party without the other Party's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

6.03 Confidentiality

The terms, but not the existence, of this AGREEMENT must be treated as confidential information by the Parties and their AFFILIATES, and neither Party or its AFFILIATE can disclose the terms or conditions of this AGREEMENT to any third party (other than its AFFILIATES, and permitted assigns and divested businesses licensed or sublicensed pursuant to this AGREEMENT) without the prior written permission of the other Party. Each Party and its AFFILIATE, however, has: (i)

the right to represent to third parties the scope of the releases (including Article I and related definitions) provided by this AGREEMENT; and (ii) the right to make disclosures to the extent required by: an order of court, regulation of a governmental body, discovery request (in litigation, administrative proceedings, or in response to subpoena), law, or stock exchange rule or regulation, provided that the disclosing Party or AFFILIATE promptly provides written notice to the nondisclosing Party of the intended disclosure and of the court order, regulation, discovery request, law, or stock exchange rule or regulation prior to such disclosure. Furthermore, the disclosing Party or AFFILIATE must take all reasonable steps to minimize such disclosure by, for example, obtaining a protective order and/or appropriate confidentiality provisions limiting disclosure and requiring that disclosed information be used only for the purpose for which such court order, regulation, discovery request, law, or stock exchange rule or regulation was issued. Additionally, each Party and its AFFILIATES may disclose this AGREEMENT or its contents to the extent reasonably necessary, under a suitable confidentiality agreement, to its accountants, attorneys, financial advisors and in connection with due diligence activities relating to the sale or exclusive license of a patent, or the sale of the stock or a portion of the business of a Party or its AFFILIATES.

6.04 Addresses

(a) Any notice or other communication hereunder is sufficiently given to FUNAI when sent by overnight or certified mail addressed to both:

General Manager
Legal & Intellectual Property Department, Funai Electric Co., Ltd.
7-1, 7-chome, Nakagaito
Daito City, Osaka, 574-0013, Japan
Telephone # Japan +81-72-870-4353

(b) Any notice or other communication hereunder is sufficiently given to AVAGO when sent by overnight or certified mail addressed to:

Broadcom Ltd.
Suite F-200
Intellectual Property and Licensing Division, Room 10C-231D
Attention: Vice President and General Manager,
Intellectual Property and Licensing
1110 American Parkway NE
Allentown, Pennsylvania 18109-9137
United States of America
Telephone# (610) 712-2528

Changes in such addresses may be specified by written notice.

6.05 Choice of Law and Forum

This AGREEMENT will be governed by and construed in accordance with the laws of the State of New York, exclusive of its conflict of law provisions, and the laws of the State of New York shall apply in any dispute arising, in relation to or in connection with this AGREEMENT. With respect to any action between the Parties or their AFFILIATES resulting from such a dispute, the Parties and their AFFILIATES hereby: (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Southern District of New York; and (b) waive any claim that any such court is an inconvenient forum.

6.06 Amendment

This AGREEMENT may only be amended by a writing dated after the EFFECTIVE DATE hereof and signed by or on behalf of each of the Parties.

6.07 Waiver

The waiver by either Party of a breach or default of any provision of this AGREEMENT by the other Party or its AFFILIATE will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege of such Party.

6.08 Severability

If any provision of this AGREEMENT is found to be invalid or unenforceable for any reason, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this AGREEMENT will remain in full force and effect.

6.09 Construction

The section headings in this AGREEMENT are for convenience of reference only, will not be deemed to be a part of this AGREEMENT, and will not be referred to in connection with the construction or interpretation of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this AGREEMENT.

6.10 Integration

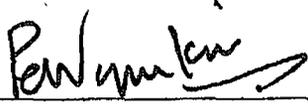
This AGREEMENT sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them. Neither of the Parties nor their AFFILIATES shall be bound by any modifications, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or in a writing signed with or subsequent to the EFFECTIVE DATE by an authorized representative of the Party to be bound thereby.

6.11 Counterparts and Electronic Copies

This AGREEMENT may be executed on electronically scanned copies in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this AGREEMENT to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

**AVAGO TECHNOLOGIES GENERAL IP (SINGAPORE) PTE. LTD.
COMPANY REGISTRATION NO. 2005124300**

By: 
Name: PE WYNN KIN
Title: COMPANY SECRETARY
Date: 25 OCTOBER 2017

FUNAI ELECTRIC COMPANY, LTD.

By: 
Name: Hideaki Funakoshi
Title: President and CEO
Date: October 26, 2017

APPENDIX A

AFFILIATE of an entity means any other company or other legal entity that as of the **EFFECTIVE DATE** controls, is controlled by, or is under the common control with a Party directly or indirectly through one or more intermediaries. For purposes of this definition, "control" means the legal or beneficial ownership, directly or indirectly, of the greater than fifty percent (50%) or such lesser percentage which is the maximum percentage permitted by law of the outstanding equity securities of a corporation which are entitled to vote for the election of directors or persons performing similar functions, or of the greater than fifty percent (50%) or such lesser percentage which is the maximum percentage permitted by law of interest in the net assets or profits of an entity which is not a corporation; provided, however, that such corporation or other entity shall be deemed to be an **AFFILIATE** for purposes of this **AGREEMENT** only so long as such Party maintains such ownership or control. For the avoidance of doubt, but without limitation, (a) the **AFFILIATES** of **AVAGO** shall include Broadcom Limited, Broadcom Corporation, LSI Corporation, and Agere Systems LLC; and (b) the **AFFILIATES** of **FUNAI** shall include Funai Corporation, Inc., P&F USA, Inc., and Funai Service Corporation.

COVENANT PATENTS means U.S. Patent Nos. 5,870,087; 6,430,148; 6,452,958; 6,707,867; 6,982,663; 7,310,104; 7,342,967; 7,590,059; 8,068,171; and 8,284,844 and any divisionals, amendments, continuations, continuations-in-part, provisional applications, substitutions, *inter partes* reviewed patents, reissues, renewals, re-examination certificates, additions and extensions of any of the above patents as well as any foreign counterparts of any of them.

COVENANT PRODUCTS means digital televisions, blu-ray or DVD players and recorders, and DTV/Blu-ray or DTV/DVD combination products, and printers and other products related thereto.

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of October, 2017, a true and correct copy of the foregoing *Joint Motion to Terminate the Investigation as to Funai Electric Company Ltd., Funai Corporation Inc., and P&F USA Inc. on the Basis of Settlement (Public Version)* was served on the following parties in the manner indicated:

<p>Lisa R. Barton Secretary U.S. International Trade Commission 500 E Street, S.W. Washington, D.C. 20436</p>	<p><input type="checkbox"/> Via First Class Mail <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via EDIS</p>
<p>The Honorable David P. Shaw Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W., Room 317 Washington, D.C. 20436</p>	<p><input type="checkbox"/> Via First Class Mail <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via EDIS</p>
<p>John Thuermer Attorney Advisor U.S. International Trade Commission 500 E Street, S.W., Room 317 Washington, D.C. 20436 Johnjames.thuermer@usitc.gov</p>	<p><input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Email (pdf file)</p>
<p>Kecia J. Reynolds, Esq. PILLSBURY WINTHROP SHAW PITTMAN LLP 1200 Seventeenth Street, NW Washington, DC 20036 Telephone: (202) 664-8025 Facsimile: (202) 663-8007 Sigma-ITC@pillsburylaw.com</p> <p><i>Counsel for Respondent Sigma Designs, Inc.</i></p>	<p><input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Email (pdf file)</p>
<p>Doris Johnson Hines FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP 901 New York Avenue, N.W. Washington, D.C. 20001-4413 Telephone: (202) 408-4000 Facsimile: (202) 408-4400 LG-Broadcom-1047@finnegan.com</p> <p><i>Counsel for Respondents LG Electronics, Inc. and LG Electronics U.S.A., Inc., Respondents</i></p>	<p><input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Email (pdf file)</p>

<p>Cono A. Carrano AKIN, GUMP, STRAUSS, HAUER & FELD LLP 1333 New Hampshire Avenue, N.W. Washington, D.C. 20036-1564 Telephone: (202) 887-4000 Facsimile: (202) 887-4288 AG-VIZIO-BROADCOM@akingump.com</p> <p><i>Counsel for Respondent Vizio, Inc.</i></p>	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Email (pdf file)
<p>Joseph V. Colaianni FISH & RICHARDSON P.C. 1425 K Street, NW, 11th Floor Washington, DC 20005 Telephone: (202) 783-5070 Facsimile: (202) 783-2331 FRService_MediaTek-Broadcom1047@fr.com</p> <p><i>Counsel for Respondents MediaTek Inc. and MediaTek USA Inc., and MStar Semiconductor Inc.</i></p>	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Email (pdf file)
<p>T. Cy Walker Shawna M. Yashar BAKER & HOSTETLER LLP 1050 Connecticut Avenue NW Washington, DC 20036 Phone: 202-861-1500 Facsimile: 202-861-1783 Funai-Broadcom-1047@bakerlaw.com</p> <p><i>Counsel for Respondents Funai Corporation, Funai Electric Co., Ltd. and P&F USA, Inc.</i></p>	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Email (pdf file)

/s/ Lawrence Loretoni