

**UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION**

In the Matter of)	
)	
PANASONIC CORPORATION,)	File No. 091 0050
a corporation;)	
)	
and)	
)	
SANYO ELECTRIC CO., LTD.,)	
a corporation.)	
)	

AGREEMENT CONTAINING CONSENT ORDERS

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed acquisition by Proposed Respondent Panasonic Corporation (“Panasonic”) of Proposed Respondent Sanyo Electric Co, Ltd. (“Sanyo”), hereinafter “Proposed Respondents,” and it now appearing that Proposed Respondents are willing to enter into this Agreement Containing Consent Orders (“Consent Agreement”) to divest certain assets and providing other relief;

IT IS HEREBY AGREED by and between Proposed Respondents, their duly authorized officers and attorneys, and counsel for the Commission that:

1. Proposed Respondent Panasonic Corporation is a corporation organized, existing and doing business under and by virtue of the laws of Japan, with its head office located at 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan. Panasonic Corporation of North America is a wholly-owned subsidiary with offices at 1 Panasonic Way, Secaucus, NJ 07094.
2. Proposed Respondent Sanyo Electric Co., Ltd. is a corporation organized, existing and doing business under and by virtue of the laws of Japan, with its head office at 5-5, Keihan-Hondori 2-Chome, Moriguchi City, Osaka 570-8677, Japan. Sanyo North America Corporation is a wholly-owned subsidiary of Sanyo Electric Company, Ltd., with its principal place of business at 2055 Sanyo Ave., San Diego, CA 92145.
3. Proposed Respondents admit all the jurisdictional facts set forth in the draft Complaint here attached.
4. Proposed Respondents waive:
 - a. Any further procedural steps;

- b. The requirement that the Commission’s Decision and Order and Order to Maintain Assets (“Orders”), both attached hereto and made a part hereof, contain a statement of findings of fact and conclusions of law;
 - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the Orders entered pursuant to this Consent Agreement; and
 - d. Any claim under the Equal Access to Justice Act.
5. Because there may be interim competitive harm, the Commission may issue its Complaint and the Order to Maintain Assets in this matter at any time after it accepts this Consent Agreement for public comment.
6. Not later than thirty (30) days after this Consent Agreement is signed by the Proposed Respondents, each Proposed Respondent shall submit an initial report, pursuant to Section 2.33 of the Commission Rules, 16 C.F.R. §2.33. Each Proposed Respondent shall also submit subsequent reports every thirty (30) days thereafter until the Order to Maintain Assets becomes final, at which time the reporting obligations contained in the Order to Maintain Assets (other than the requirement to submit an initial report pursuant to this Consent Agreement) shall control. Such reports shall be signed by each Proposed Respondent and set forth in detail the manner in which such Proposed Respondent has complied and will comply with the Orders. Such reports will not become part of the public record unless and until this Consent Agreement and the Decision and Order are accepted by the Commission for public comment.
7. In each of the reports described above, each Proposed Respondent shall provide sufficient information and documentation to enable the Commission to determine independently whether the Proposed Respondent is in compliance with the Consent Agreement and each of the Orders. All reports shall be verified by a notarized signature or sworn statement of Proposed Respondent, or self-verified in a manner set forth in 28 U.S.C. §1746. Section 2.41(a) of the Commission’s Rules of Practice requires that an original and two copies of all compliance reports be filed with the Commission. Each Proposed Respondent shall file an original report and one copy with the Secretary of the Commission, and shall send at least one copy directly to the Bureau of Competition’s Compliance Division.
8. This Consent Agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this Consent Agreement is accepted by the Commission, it will be placed on the public record for a period of thirty (30) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify Proposed Respondents, in which event it will take such action as it may consider appropriate, or issue or amend its Complaint (in such form as the circumstances may require) and issue its Decision and Order, in disposition of the proceeding.
9. This Consent Agreement is for settlement purposes only and does not constitute an

admission by Proposed Respondents that the law has been violated as alleged in the draft Complaint here attached, or that the facts as alleged in the draft Complaint, other than jurisdictional facts, are true.

10. This Consent Agreement contemplates that, if it is accepted by the Commission, the Commission may (a) issue and serve its Complaint corresponding in form and substance to the draft Complaint here attached, (b) issue and serve its Order to Maintain Assets, and (c) make information public with respect thereto. If such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondents, issue the attached Decision and Order containing an order to divest and providing for other relief in the disposition of the proceeding.
11. When final, the Orders shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time as provided by statute for other orders. The Orders shall become final upon service. Delivery of the Complaint and the Orders to Proposed Respondents by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a)—including without limitation, delivery to an office within the United States of Counsel for each Respondent listed on this Consent Agreement—shall constitute service. Each Proposed Respondent waives any rights it may have to any other manner of service. Each Proposed Respondent also waives any right it may otherwise have to service of any Appendices attached or incorporated by reference into the Decision and Order, if Proposed Respondent is already in possession of copies of such Appendices, and agrees that it is bound to comply with and will comply with the Orders to the same extent as if it had been served with copies of such Appendices.
12. The Complaint may be used in construing the terms of the Orders, and no agreement, understanding, representation, or interpretation not contained in the Orders, or the Consent Agreement may be used to vary or contradict the terms of the Orders.
13. By signing this Consent Agreement, Proposed Respondents represent and warrant that they can accomplish the full relief contemplated by the attached Orders and that all parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Consent Agreement are parties to this Consent Agreement and are bound thereby as if they had signed this Consent Agreement and were made parties to this proceeding and to the Decision and Order.
14. By signing this Consent Agreement, Proposed Respondents represent and warrant that each Divestiture Agreement(s) (as defined in the Decision and Order) that has been submitted to the Commission at the time of this Consent Agreement for approval by the Commission in connection with the Commission's determination to make the Decision and Order final comports with all of the relevant requirements of the Decision and Order and requires Proposed Respondents to divest all assets required to be divested, and convey all licenses required to be conveyed, pursuant to the relevant requirements of the Decision and Order.

15. Proposed Respondents agree that they shall interpret each Divestiture Agreement in a manner that is fully consistent with all of the relevant provisions and remedial purposes of the Decision and Order.
16. Proposed Respondents have read the draft of the Complaint, the Decision and Order, and the Order to Maintain Assets. Proposed Respondents understand that once the Orders have been issued, they will be required to file one or more compliance reports showing that they have fully complied with the Orders.
17. Proposed Respondents agree to comply with the terms of the proposed Decision and Order and Order to Maintain Assets from the date they sign this Consent Agreement. Proposed Respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the Orders after they become final.

PANASONIC CORPORATION

FEDERAL TRADE COMMISSION

By: _____
Takahiro Mori
Executive Vice President and Member
of the Board
Panasonic Corporation
Date: _____

By: _____
Brendan J. McNamara
Attorney
Bureau of Competition

Ann Malester
Weil, Gotshal & Manges LLP
Counsel for Panasonic Corporation

APPROVED:

Michael R. Moiseyev
Assistant Director
Bureau of Competition

SANYO ELECTRIC CO., LTD

By: _____
Koichi Maeda
Executive Director and Executive Vice
President
Sanyo Electric Co., Ltd.
Date: _____

Richard A. Feinstein
Director
Bureau of Competition
Date: _____

Arman Y. Oruc
Simpson Thacher & Bartlett LLP
Counsel for Sanyo Electric Co., Ltd.

Peter J. Levitas
Deputy Director
Bureau of Competition
Date: _____