UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

SHARP CORPORATION **and** **SHARP ELECTRONICS CORPORATION,** **Plaintiffs** **v.** **HISENSE USA CORPORATION** **and** **HISENSE INTERNATIONAL (HONG KONG) AMERICA INVESTMENT CO. LTD.** **Defendants.**	**MOTION FOR PRELIMINARY INJUNCTION** **Case No. _____**

Sharp Corporation and Sharp Electronics Corporation (collectively, "Sharp"), by counsel and under Rule 65 of the Federal Rules of Civil Procedure and Local Civil Rule 65.1, move the Court for entry of a preliminary injunction enjoining enforcement of a one-sided "Gag Order" issued in a Singapore arbitration, which prevents Sharp—but not Hisense—from communicating with consumers, U.S. regulators, legislators and media organizations.

As set forth more fully in the accompanying memorandum, the Gag Order against Sharp is contrary to the public policy of the United States in favor of free speech, including precedent striking down prior restraints and restrictions on a party's First Amendment right to petition the government. Sharp's reputation—and by extension, the general public—is irreparably harmed

each day that Sharp cannot petition the government and exercise its First Amendment rights. Emergency injunctive relief is proper.

Sharp requests that the Court enter a preliminary injunction:

A. Declaring that Paragraph 135(iii) of the May 9, 2017 Order for Emergency Interim Relief at the Singapore International Arbitration Center, Arb No. 110 of 2017 ("Gag Order"), is contrary to the public policy of the United States and is thus unenforceable;

B. Declaring that the Gag Order does not preclude Plaintiffs from exercising their First Amendment rights to petition the Government [redacted] and to communicate with, and respond to legitimate questions from, consumers, retailers, trade groups and associations, media organizations, and others [redacted]

C. Enjoining Defendants from taking any action to enforce the Gag Order in the United States; and

D. Grant Plaintiffs such other relief as the Court deems just and proper.

REQUEST FOR ORAL HEARING

Pursuant to Local Civil Rules 7(f) and 65.1(d), Plaintiffs request an oral hearing within 21 days of the filing of this Motion.

Respectfully submitted,

Dated: August 15, 2017

/s/ Randall K. Miller

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UNITED STATES DISTRICT COURT
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SHARP CORPORATION

and

SHARP ELECTRONICS CORPORATION,

Plaintiffs

v.

HISENSE USA CORPORATION

and

HISENSE INTERNATIONAL (HONG KONG) AMERICA INVESTMENT CO. LTD.

Defendants.

MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION

Case No. _____

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INTRODUCTION

Plaintiffs Sharp Corporation and Sharp Electronics Corporation (collectively, "Sharp") seek a preliminary injunction to enjoin enforcement of a one-sided "Gag Order" issued by an arbitrator from the Singapore International Arbitration Centre, which prevents Sharp—but not Hisense—from communicating with consumers, U.S. regulators, legislators and media organizations.

Sharp is likely to succeed on the merits given that United States public policy under the First Amendment precludes gag orders of this type. The Gag Order prohibits Sharp from [redacted] engaging in other First Amendment protected speech.

[redacted][1]

[1] [redacted]

The Gag Order against Sharp is contrary to the public policy of the United States in favor of free speech, including precedent striking down prior restraints and upholding a party's First Amendment right to petition the government. Sharp's reputation—and by extension, the general public—is irreparably harmed each day that Sharp cannot petition the government. Emergency injunctive relief is proper.

SUMMARY OF FACTUAL BACKGROUND

Sharp is an established, well-recognized, trusted electronics brand, and a world-renowned television manufacturer that is known for its LCD flat screen televisions. Foxconn Technology Group is a major investor in Sharp.

Hisense is relatively unknown in the United States, and is affiliated with Hisense Co. Ltd., which is wholly-owned by a political subdivision of the Chinese government. Hisense began selling televisions in the United States very recently and communicates on its website to consumers: "don't feel bad if you haven't heard of us. We're new here." https://www.hisense-usa.com/our-company.

In 2015, Sharp sold its Mexico production factory to Hisense and agreed to include a limited license to the Sharp trademarks. The July 31, 2015 License Agreement (the "License Agreement") [redacted]

[redacted]

On April 24, 2017, Hisense filed an arbitration in Singapore and sought emergency relief to prevent Sharp from terminating the License Agreement. On May 9, 2017, a single arbitrator—appointed for the sole purpose of addressing Hisense's request for emergency relief and who, upon information and belief, is no longer involved with the arbitration that is otherwise being conducted by a separate three-arbitrator panel—issued an "emergency" interim award, which imposed a one-sided Gag Order on Sharp (the "Gag Order"). The Gag Order also prohibits Sharp from terminating the License Agreement and requires Sharp to continue to perform under the License Agreement while the arbitration is pending. The Gag Order expressly prohibits Sharp from [redacted] Specifically, Paragraph 135(iii) states as follows:

> [Sharp] shall refrain from, directly or indirectly through its affiliates, disparaging [Hisense] and/or disrupting its business,

[2] [redacted]

> including by making public statements or press releases about this arbitration and/or the dispute between [Hisense] and [Sharp], or approaching [Hisense's] business associates and/or other third parties (including, but not limited to, [Hisense's] customers, suppliers, content and service providers, and/or regulatory authorities, except as required by law), in respect of any matters that are to be addressed in arbitration under the [License Agreement].

Compl. Ex. 1, ¶ 135(iii).

ARGUMENT

I. LEGAL STANDARD

Sharp is entitled to a preliminary injunction because (1) it is "likely to succeed on the merits"; (2) it is "likely to suffer irreparable harm in the absence of preliminary relief"; (3) "the balance of the equities tips in [Sharp's] favor"; and (4) "an injunction is in the public interest." *Gordon v. Holder*, 721 F.3d 638, 643-44 (D.C. Cir. 2013) (citing *Winter v. Natural Res. Def. Council*, 555 U.S. 7, 20 (2008)) (affirming grant of preliminary injunction).

This Court applies the four factors on a "sliding scale" whereby a lesser showing on one factor could be surmounted by a greater showing on another factor. *See Tyndale House Publishers, Inc. v. Sebelius*, 904 F. Supp. 2d 106, 113 n.6 (D.D.C. 2012) (employing sliding scale analysis). Here, Sharp satisfies all factors to justify injunctive relief.

II. SHARP IS LIKELY TO SUCCEED ON THE MERITS

A. Sharp is Protected by the First Amendment

Sharp is likely to succeed on the merits because the Gag Order interferes with its First Amendment rights in violation of U.S. public policy. The First Amendment protects corporations as well as individuals. *Citizens United v. FEC*, 558 U.S. 310, 355 (2010); *see also Neb. Press Ass'n v. Stuart*, 427 U.S. 539, 558-59 (1976) (stating that "prior restraints on speech and publication are the most serious and the least tolerable infringement on First Amendment rights"

and have historically been viewed as "presumptively unconstitutional"). Here, Sharp is a corporation entitled to exercise its First Amendment rights.

B. The Gag Order Offends U.S. Public Policy

Sharp is likely to succeed on the merits because the Gag Order infringes on two fundamental rights under the First Amendment of the Constitution: (1) the right to petition the government, and (2) the prohibition on prior restraints.

1. Right to Petition the Government

"[T]he First Amendment protects the right of corporations to petition legislative and administrative bodies." *Citizens United v. FEC*, 558 U.S. 310, 355 (2010). "The right to petition is cut from the same cloth as the other guarantees of [the First] Amendment, and is an assurance of a particular freedom of expression. . . . [T]his right is implicit in '[t]he very idea of government, republican in form.'" *McDonald v. Smith*, 472 U.S. 479, 482 (1985) (last alteration in original) (citation omitted).

"The same philosophy [underlying the right of petition] governs the approach of citizens or groups of them to administrative agencies (which are both creatures of the legislature, and arms of the executive) and to courts, the third branch of Government. Certainly the right to petition extends to all departments of the Government." *Cal. Motor Transp. Co. v. Trucking Unlimited*, 404 U.S. 508, 510 (1972); *see also Nickum v. Village of Saybrook*, 972 F. Supp. 1160, 1171 (C.D. Ill. 1997) ("[T]he right to legitimately petition the government through a legislature, the judiciary, or an administrative agency is fundamental to the concept of representative democracy. As such, it is constitutionally protected speech, no matter its motivation." (citation omitted)).

Here, the Gag Order prevents Sharp from communicating [redacted]

[redacted] Compl. Ex. 1, ¶ 135(iii).

Sharp anticipates that Hisense will argue that [redacted] A one-sided Gag Order from an arbitrator from the SIAC should not overcome fundamental First Amendment rights to prohibit Sharp from [redacted] *See In re Rafferty*, 864 F.2d 151 (D.C. Cir. 1988) (vacating protective order that prevented petitioner from disclosing certain information obtained before litigation to third parties, including the Department of Justice); *see also Luckett v. City of Grand Prairie*, No. CIV.A.3:99CV1752-L, 2001 WL 285280 (N.D. Tex. Mar. 19, 2001) (holding that the plaintiff stated a claim that the mayor violated his First Amendment rights by precluding the plaintiff from speaking at a public comment portion of a city council meeting, which functioned as a prior restraint on speech and would violate his right to petition the government).

2. Prior Restraint

"The term prior restraint is used to describe administrative and judicial orders *forbidding* certain communications when issued in advance of the time that such communications are to occur.'" *Alexander v. United States*, 509 U.S. 544, 550 (1993) (internal quotation marks omitted). The First Amendment provides greater protection from prior restraints

on speech than from subsequent punishment. *Id.* at 554. "The elimination of prior restraints was a 'leading purpose' in the adoption of the First Amendment." *Carroll v. President & Comm'rs of Princess Anne*, 393 U.S. 175, 181 n.5 (1968). Any prior restraint "comes to the Court bearing a heavy presumption against its constitutional validity." *Taucher v. Rainer*, 237 F. Supp. 2d 7, 12-13 (D.D.C. 2002) (citing *N.Y. Times Co. v. United States*, 403 U.S. 713, 714 (1971)); *see also Gold v. Maurer*, Civil Action No. 17-734 (CKK), 2017 WL 1628873, at *7 (D.D.C. May 1, 2017) (denying temporary restraining order and preliminary injunction, which would preclude the defendant from repeating certain allegedly defamatory statements at an impending business meeting, as an impermissible gag order).

The Gag Order is a content-based restriction on Sharp's First Amendment rights. "Content based regulations of speech are constitutional only if they withstand strict scrutiny." *Edwards v. District of Columbia*, 765 F. Supp. 2d 3, 17 (D.D.C. 2011). A number of courts in this Circuit have refused to authorize prior restraints on content-based speech regarding pending litigation. *See, e.g.*, *Steinbuch v. Cutler*, No. CIV.A.05-0970(PLF), 2006 WL 979311, at *1 (D.D.C. Apr. 14, 2006) (rejecting the plaintiff's request "that the Court place a gag order on the defendant and her counsel throughout the course of this litigation"); *McBryde v. Comm. to Review Circuit Council Conduct & Disability Orders of the Judicial Conference of the U.S.*, 83 F. Supp. 2d 135, 175 (D.D.C. 1999) (striking down statute that prevented judge from "speaking freely and openly about the process that led to his public reprimand, his recusal from certain cases, and the suspension of all new cases for one year" as an unconstitutional prior restraint), *aff'd in part, vacated in part*, 264 F.3d 52 (D.C. Cir. 2001). "To withstand [strict] scrutiny, the provision in question must be both 'necessary to serve a compelling state interest and narrowly drawn to achieve that end.'" *McBryde*, 83 F. Supp. 2d at 174.

Here, the private arbitrator from the SIAC offers no adequate basis under the U.S. Constitution to justify a content-based restriction on Sharp's First Amendment rights.

[redacted]

C. The Gag Order is Not Supported by a Compelling Interest

As a prior restraint on free speech, in order to survive, the Gag Order must be supported by a ***compelling*** interest. *Taucher v. Rainer*, 237 F. Supp. 2d 7, 13 (D.D.C. 2002) ("[T]he Supreme Court has specifically and unequivocally demanded that the government show the most compelling reason for *any* prior restraint on speech."). The only justification stated in the Gag Order is that if Sharp says anything critical of Hisense, it might cause "an adverse impact on Hisense's relationship with its customers and partners." Compl. Ex. 1, ¶ 127. But that "impact" could be caused by competition in general.

In China, where Hisense's parent is based, the law, public policy, and cultural values are different.[4] But in the United States, companies have a First Amendment protected right to engage

[3] The UN has criticized Singapore's "broadening crackdown on controversial expression, as well as political criticism and dissent." *See Singapore*, Human Rights Watch, https://www.hrw.org/world-report/2017/country-chapters/singapore (last visited Aug. 14, 2017).
[4] China's hostility to free speech is well established. *See, e.g., Zheng v. U.S. Attorney Gen.*, 569 F. App'x 757, 759 (11th Cir. 2014) (noting the Chinese government's "restrictions on freedom of

in robust commercial speech and to truthfully point out flaws and shortcomings in another company's product. The other company can respond in kind. That is vital to a free market.

Sharp has a First Amendment right to engage in commercial speech with consumers, retailers, and other market participants. *See Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n*, 447 U.S. 557 (1980). In *Bates v. State Bar of Arizona*, 433 U.S. 350 (1977), the Supreme Court explained why the public has a "***substantial***" interest in receiving commercial speech, noting "the consumer's concern for the free flow of commercial speech often may be far keener than his concern for urgent political dialogue. . . . commercial speech serves to inform the public of the availability, nature, and prices of products and services, and thus performs an ***indispensable*** role in the allocation of resources in a free enterprise system." 433 U.S. at 374-75 (emphasis added).[5] The public policy in China or Singapore may be quite different, and this lawsuit does not seek to explore what, if any, impact the Gag Order has in those countries. But in the United States, the Gag Order conflicts with the constitutional commercial speech doctrine, which "furthers the societal interest in the fullest possible dissemination of information" in the market. *Central Hudson*, 447 U.S. at 561-62.

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speech"); *Xiao v. Mukasey*, 301 F. App'x 9, 11 (2d Cir. 2008) (noting that "the Chinese government has tightened restrictions on freedom of speech"); *Doe I v. Cisco Sys., Inc.*, Case No. 5:11-cv-02449-EJD, 2015 WL 5118004, at *4 (N.D. Cal. Aug. 31, 2015) (noting that the persecution the Chinese government perpetrates on Falun Gong practitioners in China "is odious and contrary to our constitutional views of freedom of speech"); *see generally Country Reports on Human Rights Practices for 2016—China*, U.S. Dep't of State, http://www.state.gov/j/drl/rls/hrrpt/humanrightsreport/index.htm?year=2016&dlid=265328 (last visited Aug. 14, 2017).

[5] For example, Sharp would like to be able to communicate with Consumer Reports, which covers this sector and the products at issue. *See, e.g.*, *LCD, LED & OLED TV Ratings & Reliability*, Consumer Reports, https://www.consumerreports.org/products/lcd-led-oled-tvs/ratings-overview/ (last visited Aug. 14, 2017).

The Supreme Court has also held that more speech in the marketplace is better than less speech, holding that disclosure of commercial speech "is more likely to make a positive contribution to decision making than is concealment of such information." *Ibanez v. Fla. Dep't of Bus. & Prof'l Regulation*, 512 U.S. 136, 142 (1994). Certainly Hisense is free to say whatever it wants in the U.S. marketplace and is not shy about this,[6] and if it does not like something Sharp is saying, it can respond with its own speech. That is the essence of the U.S. free market system.

These important public policy considerations are directly relevant to evaluating the Gag Order. Consumers depend on this back and forth so that it can determine the nature and desirability of products. This is why courts would consider a gag order to protect purely commercial interests as abhorrent to the First Amendment. *See Licata & Co. v. Goldberg*, 812 F. Supp. 403, 408 (S.D.N.Y. 1993) (denying a gag order and noting that "[r]obust debate between competitors on matters of opinion, and claims that one product or service is far superior to that of rivals, are ***encouraged*** as part of the hurly-burly inherent in a free market system, and indeed an open society") (emphasis added). Thus, far from a ***compelling*** interest, the Gag Order lacks any legitimate interest and actually ***contradicts*** important First Amendment values. Even assuming there was a compelling reason to impose a gag order on Sharp—which there was not—there appears to be no reason, let alone a compelling reason, to make the gag order unilateral.

[6] Indeed Hisense—which is not subject to the Gag Order—has freely exercised its right to comment directly to media organizations because, as noted, it is not similarly subject to the Gag Order. *See* Takashi Mochizuki, *Sharp Sues to Use Name in U.S.*, Fox Business (June 13, 2017), http://www.foxbusiness.com/features/2017/06/13/sharp-sues-to-use-name-in-u-s-wsj.html (quoting Hisense representative who told the Wall Street Journal, "Hisense is in full compliance with the trademark license agreement and Sharp's attempt to terminate the agreement is of no effect. Hisense will continue to manufacture and sell quality televisions under the Sharp licensed brands.").

D. The Court has the Authority to Enjoin Enforcement of the Arbitrator's Order

The Court has the authority to declare the Gag Order unenforceable under the First Amendment, the Declaratory Judgment Act, and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention"), which is codified at chapter two of the Federal Arbitration Act, 9 U.S.C. §§ 201-208. China, Japan, Singapore, and the United States have all ratified the New York Convention.

U.S. courts have the authority to refuse enforcement of foreign arbitral awards where such an award offends U.S. public policy. *See* New York Convention Art. V(2)(b); *see also Changzhou AMEC E. Tools & Equip. Co. v. E. Tools & Equip., Inc.*, No. EDCV 11-00354 VAP (DTBx), 2012 WL 3106620, at *19 (C.D. Cal. July 30, 2012) (refusing to enforce a foreign arbitration award under Article V(2)(b) of the New York Convention—the public policy exception— and holding "[t]he Court will not wield its power to enforce contracts which would be wholly unenforceable under domestic laws"), *aff'd sub nom. Xuchu Dai v. E. Tools & Equip., Inc.*, 571 F. App'x 609 (9th Cir. 2014); *see also Iran Aircraft Indus. v. Avco Corp.*, 980 F.2d 141 (2d Cir. 1992) (affirming district court's refusal to enforce foreign arbitral award under the New York Convention because the respondent was denied the opportunity to present its claim in a meaningful manner and therefore the arbitration proceeding violated the respondent's due process rights under U.S. law).

Similarly, courts have refused to enforce a foreign judgment that violates U.S. public policy and offends the Constitution, *see Laker Airways Ltd. v. Sabena, Belgian World Airlines,* 731 F.2d 909, 931 (D.C. Cir. 1984) (stating that the court is "not required to give effect to foreign judicial proceedings grounded on policies which do violence to its own fundamental interests"), specifically, foreign orders and judgments that violate First Amendment rights. *See,*

e.g., *Matusevitch v. Telnikoff*, 877 F. Supp. 1, 2 (D.D.C. 1995) (refusing to enforce British libel judgment because it would be "repugnant to the public policies of the State of Maryland and the United States [and] would deprive the plaintiff of his First and Fourteenth Amendment rights"), *aff'd* 159 F.3d 636 (D.C. Cir. 1998); *Telnikoff v. Matusevitch*, 347 Md. 561, 602 (1997) (refusing to recognize a libel judgment from British courts, holding that the "heart of the First Amendment" is the "recognition of the fundamental importance of the free flow of ideas and opinions on matters of public interest and concern. The importance of that free flow of ideas and opinions on matters of public concern precludes Maryland recognition of Telnikoff's English libel judgment") (citing *Hustler Magazine, Inc. v. Falwell*, 485 U.S. 46, 50 (1988)); *Bachchan v. India Abroad Publ'ns Inc.*, 585 N.Y.S.2d 661, 662 (N.Y. Sup. Ct. 1992) (denying motion to enforce a British libel judgment in the United States, stating "if, as claimed by defendant, the public policy to which the foreign judgment is repugnant is embodied in the First Amendment to the United States Constitution or the free speech guaranty of the Constitution of this State, the refusal to recognize the judgment should be, and it is deemed to be, '***constitutionally mandatory***'") (emphasis added).

The court's power to refuse recognition of other orders is not limited to judicial proceedings. Arbitration orders may also be struck down if they are inconsistent with public policy. *Delta Air Lines, Inc. v. Air Line Pilots Ass'n, Int'l*, 861 F.2d 665 (11th Cir. 1988) (affirming district court decision that overturned an arbitrator's decision); *Ga. Power Co. v. Int'l Bhd. of Elec. Workers, Local 84*, 707 F. Supp. 531, 539 (N.D. Ga. 1989) (vacating arbitration award because enforcement would violate "public policy as well as place plaintiff in violation of state law and expose it to potential liability under Federal OSHA"), *judgment aff'd* 896 F.2d 507 (11th Cir. 1990).

III. SHARP IS SUFFERING IRREPARABLE HARM

"The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury." *Elrod v. Burns*, 427 U.S. 347, 373 (1976). Moving parties must "establish they are or will be engaging in constitutionally protected behavior to demonstrate that the allegedly impermissible government action would chill allowable individual conduct." *Chaplaincy of Full Gospel Churches v. England*, 454 F.3d 290, 301 (D.C. Cir. 2006). However, "[w]here a plaintiff alleges injury from a rule or regulation that directly limits speech, the irreparable nature of the harm may be presumed." *Id*.

Here, the Gag Order does not limit speech; it prohibits it entirely unless compelled by law. [redacted] Sharp cannot take the steps it believes are necessary [redacted]. Finally, Sharp is arguably also at risk of violating the Gag Order simply by reaching out to retailers to discuss its plans for high end and technologically innovative television sets in connection with Foxconn's newly announced significant investment in the United States. Thus, Sharp is suffering irreparable harm. *See Am. Freedom Def. Initiative v. Wash. Metro. Area Transit Auth.*, 898 F. Supp. 2d 73, 84 (D.D.C. 2012) (enjoining transit authority from preventing advocacy groups from displaying posters because groups "demonstrated that their 'First Amendment interests [were] either threatened or in fact being impaired at the time relief [was] sought'" and the restriction was not fashioned "narrowly to serve its compelling interest") (alterations in original).

Sharp is also facing irreparable harm to its business and reputation. [redacted]

[redacted]

IV. THE BALANCE OF EQUITIES FAVORS A PRELIMINARY INJUNCTION

[redacted] Hisense has an available remedy to any improper disclosure, but Sharp has no remedy for the time it is barred from exercising its First Amendment rights and from any other effects [redacted] *See Mazur v. Szporer*, No. Civ.A. 03-00042(HHK), 2004 WL 1944849, at *7 n.6 (D.D.C. June 1, 2004) ("[E]quity does not enjoin a libel or slander and ... the only remedy for libel or slander is an action for damages." (second alteration in original)).

Courts generally enter gag orders in the limited context of a pending civil or criminal case, when the court has a concern about tainting the jury pool. And even in that limited context, courts regularly invalidate the gag order on First Amendment grounds. Here, there is no such concern about tainting the jury because there is no pending civil or criminal jury case.

V. AN INJUNCTION IS IN THE PUBLIC INTEREST

"[T]here is undoubtedly . . . a public interest in ensuring that the rights secured under the First Amendment . . . are protected." *Tyndale House Publishers, Inc. v. Sebelius*, 904 F. Supp. 2d 106, 130 (D.D.C. 2012) (granting preliminary injunction). "Indeed, First Amendment rights are among the most precious rights guaranteed under the Constitution." *Id.* (citing *Lee v. Weisman,*

505 U.S. 577, 589 (1992)). "If it can be said that a threat of criminal or civil sanctions after publication 'chills' speech, prior restraint 'freezes' it at least for the time." *Neb. Press Ass'n v. Stuart*, 427 U.S. 539, 559 (1976) (reversing order of Nebraska Supreme Court that prohibited reporting or publication of certain aspects of a judicial proceeding).

There is also a public interest [redacted] *See Gordon v. Holder*, 721 F.3d 638, 652 (D.C. Cir. 2013) (affirming district court injunction because "enforcement of a potentially unconstitutional law that would also have severe economic effects is not in the public interest"). Thus, the public interest favors an injunction in Sharp's favor as well.

CONCLUSION

The United States recognizes and enforces judicial and arbitration decisions from international bodies, but there are special exceptions for those decisions that contravene the fundamental values and policies of the United States. This is one of those exceptions.

The fundamental rights enshrined in the First Amendment of the Constitution should not be ignored simply because a single arbitrator [redacted] Sharp also has similar interests and rights in communicating with the trade press, retailers and the public. The Court should not enforce a gag order that prevents it from doing so and violates basic First Amendment rights.

For these reasons, Sharp requests that the Court:

A. Enter a preliminary injunction:

i. Declaring that Paragraph 135(iii) of the May 9, 2017 Order for Emergency Interim Relief at the Singapore International Arbitration Centre, Arb No. 110 of 2017, is contrary to the public policy of the United States and is thus unenforceable;

ii. Declaring that the Gag Order does not preclude Plaintiffs from exercising their First Amendment rights to petition the Government [redacted]; and

iii. Enjoining Defendants from taking any action to enforce the Gag Order in the United States.

B. Grant Plaintiffs such other relief as the Court deems just and proper.

Respectfully submitted,

Dated: August 15, 2017

/s/ Randall K. Miller

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[PROPOSED] ORDER

Upon consideration of Plaintiffs' Motion for Preliminary Injunction, it is hereby **ORDERED** that Plaintiff's Motion is **GRANTED**.

Paragraph 135(iii) of the May 9, 2017 Order for Emergency Interim Relief at the Singapore International Arbitration Centre, Arb No. 110 of 2017, is contrary to the public policy of the United States and is thus unenforceable.

The Gag Order does not preclude Plaintiffs from exercising their First Amendment rights to petition the Government [redacted] and to communicate with, and respond to legitimate questions from, consumers, retailers, trade groups and associations, media organizations, and others [redacted]

Defendants are enjoined from taking any action to enforce the May 9, 2017 Order for Emergency Interim Relief, attached as Exhibit 1 to the Complaint, in the United States.

SO ORDERED.

Dated: August ___, 2017.

_____
JUDGE

I ASK FOR THIS:

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