IP & ANTITRUST 2018 KNOW HOW

Japan

Tsuyoshi Ikeda
Ikeda & Someya

Masaki Kakimoto
Mori Hamada & Matsumoto

OCTOBER 2018

GCR INSIGHT

1 Applicable rules
Does competition law apply to the obtainment, grant, acquisition, exercise and transfer of intellectual property rights?

Article 21 of the Japanese Antimonopoly Act (the AMA) stipulates that the AMA does not apply to conduct that is seen as an exercise of intellectual property rights (IPR). However, under the guidelines issued by the Japan Fair Trade Commission (the JFTC), the phrase "exercise of intellectual property rights" is construed narrowly, and the AMA will apply it to any conduct that may seem, on its face, to be an exercise of IPR if it cannot be substantially recognised as an exercise of IPR given its intent, how it was done, and its impact on competition. In that case, the apparent exercise of IPR will be subject to all the regulations under the AMA, such as those relating to unreasonable restraint of trade, collusive conduct between competitors, exclusionary private monopolisation and private monopolisation by control (both of which are unilateral acts of exercising dominant power in the market), and unfair trade practices. In this sense, article 21 is construed as offering no special exemption for the use of IPR and as confirming the mere fact that a legitimate use of IPR does not constitute a violation of the AMA.

The JFTC has issued the following guidelines, which provide detailed explanations on what conduct relating to IPR may or may not constitute a violation of the AMA: (i) Guidelines on the Use of Intellectual Property under the Antimonopoly Act (the IP Guidelines); (ii) Guidelines on Standardization and Patent Pool Arrangements (the SPPA Guidelines); and (iii) Guidelines concerning Joint Research and Development under the AMA. These guidelines specify some safe harbours, such as possession of no more than 20 per cent market share or existence of at least four competitors or alternative technologies in the relevant market, within which conduct relating to IPR by the IPR holder will not constitute a violation of the AMA.

2 Competent authorities
Which authorities are responsible for the application of competition law to intellectual property rights? What enforcement powers do they have? Are there any special procedures for conduct that concerns intellectual property rights?

The JFTC is the main regulator responsible for the application of the AMA to IPR with respect to public enforcement. It has a task force which focuses on IPR and information technology. This task force has uncovered the illegal conduct of Microsoft (see question 3), Qualcomm (see question 13), and JASRAC (the biggest copyright management organisation in Japan; see question 14) relating to IPR in recent years.

If the conduct of a party constitutes a violation of the AMA, the JFTC may issue a cease and desist order directing the party to take necessary measures to stop such conduct. The order may include the prohibition on a proposed merger or the cessation of anticompetitive conduct. If a violation falls into one of the categories designated under the AMA and other conditions are met, the JFTC also may issue a surcharge order that imposes a surcharge equal to a percentage of the turnover of the relevant products or technology for up to the last three years. The basic surcharge for each type of illegal conduct under the AMA is as follows.

Illegal conduct	Surcharge (% of turnover)
Unreasonable restraint of trade	10%
Private monopolisation by control	10%
Exclusionary private monopolisation	6%
Unfair trade practices (only applicable for the type of conducts designated under the AMA)	1% - 3% * Percentage differs depending on the type of unfair trade practices

In relation to illegal conduct pertaining to IPR, the JFTC may impose a duty to grant a licence to a third party as a "necessary measure" in the cease and desist order. However, there is no precedent where the JFTC has imposed such a duty. In addition, although the prosecutor may prosecute the subject at the JFTC's request, the JFTC has not made any such request in relation to private monopolisation or unfair trade practices, and it is not likely to do so in the future either. Furthermore, courts are also responsible for applying the AMA to IPR with respect to both public and private enforcements. As for public enforcement, the addressee of a JFTC cease and desist order may file a lawsuit to seek the revocation of the order. As for private enforcement, any party can file a civil case to seek damages from another party for certain illegal conduct under the Civil Code (and/or under article 25 of the AMA if the conditions are met). In the case of unfair trade practice, a plaintiff in private litigation can seek an injunctive relief under article 24 of the AMA.

3 Market definition
How are markets involving intellectual property rights defined?

According to the IP Guidelines, in relation to IPR, we can consider two kinds of market, namely, where the technology is traded (technology market) and where any product incorporating the technology is traded (product market). Of course, restrictions on the use of technology can also affect competition in developing technologies. However, IP Guidelines are of the view that no market or trade can be defined with respect to research and development activities. Therefore, the effect of competition on developing technologies should be evaluated by the effect of competition in the trade of future technologies resulting from such activities or products incorporating the technology.

The method of defining the relevant technology market and product market is fundamentally the same as that for ordinary products, ie, the markets are seen from the viewpoint of substitutability for consumers. In addition, the characteristics of the trade in technology, such as trade in technology is not normally subject to transport constraints and technology is more likely to be diverted from its current usage to other fields of business, are also considered. As a result, the defined technology market may include some fields where the technology is not actually traded. For example, in the Microsoft case, the JFTC defined the market as market of trade in AV technology for computers and includes several IPR related to AV technology owned by OEMs. In this case, Microsoft and computer OEMs in Japan entered into licence agreements so that the OEMs could install Windows OS on their computers prior to shipping. The licence agreements included agreements by the OEMs not to assert their IPR related to AV technology against Microsoft and other licensees of Microsoft (non-assertion of patent (NAP) clauses). The JFTC ruled that, with respect to the defined market, Microsoft's conduct in requiring non-assertion of patent clauses violated the AMA because they impeded the OEMs' incentive to engage in research and development pertaining to AV technology for computers and tended to further strengthen Microsoft's influential position in the market.

On the other hand, in some cases, the defined market may contain only one technology provided that it is used by a large number of businesses in a specific field of business and that it is extremely difficult for the users to develop an alternative technology or to switch to any technical substitute. In particular, this kind of market tends to be defined around IPR that is essential for the implementation of certain standards (standard essential patents). However, it is unclear whether the JFTC tends to define one market for a standard comprising of many standard essential patents or separate markets for each standard essential patent. In the Qualcomm case (see question 13), the JFTC seems to have defined the market broadly to include several standard essential patents in the mobile phone communications market.

4 Acquisition and sale
Does competition law apply to the obtainment or grant and transfer or assignment of intellectual property rights?

Article 16, paragraph 1 of the AMA prohibits the transfer of important fixed assets, including intangible fixed asset such as IPR, which leads to a substantial restraint of competition in the relevant markets. According to the JFTC's guidelines relating to merger control, whether the transfer leads to a "substantial restraint of competition in relevant markets" is determined on a case-by-case basis, based on these factors, among others: the position of the parties and their competitive situation including market share and ranking, competition among the parties in the past, and competitors' excess capacity; import; entry of new competitors; competitive pressure from related markets; competitive pressure from users; efficiency; and financial conditions of the parties.

Whether or not a transfer of IPR leads to a substantial restraint of competition in the relevant markets, article 16, paragraph 2 requires the parties to notify the JFTC of the transfer prior to closing, if the domestic turnover in Japan of the important fixed assets (including IPR) to be transferred is more than Y3 billion and the domestic turnover in Japan of the acquirer is more than Y20 billion.

Although the exercise of IPR obtained by misleading representations to patent offices can be a violation of the AMA, there is no precedent in Japan in relation to such conduct.

5 Licensing
How does competition law apply to technology transfer and licensing agreements?

The IP Guidelines point out that if any restrictions or limitations under a licensing agreement are found to deviate from or run counter to the intent and objectives of the IPR systems, it is not a proper exercise of rights but can be private monopolisation or unfair trade practice. The IP Guidelines list typical examples of technology transfer agreements and licensing agreements which may possibly be caught by the AMA. These can be classified as horizontal restrictions (which fall into unreasonable restraint of trade under the AMA) and vertical restrictions (which fall into private monopolisation or unfair trade practice under the AMA).

Regarding horizontal restraint, according to the IP Guidelines, patent pools, multiple licensing (where a licensor offers licence of IPR to multiple competitors) or cross-licensing can be a violation of the AMA where, for example, the parties to the patent pool or licensing who are competitors in the same relevant market coordinate the price of the licenced products, volume of production or respective customers, or restrict the further research and development through a licensing agreement.

Regarding vertical restraint, the IP Guidelines list potential violation under the AMA in four categories: (i) inhibiting the use of technology, (ii) limiting the scope of the use of technology, (iii) imposing restrictions in relation to the use of technology and (iv) imposing other restrictions.

Inhibition of the use of technology, such as refusal to license IPR, can be a violation of the AMA only in limited circumstances. The IP Guidelines stipulates, for example, that a refusal of licence can be a violation where a party acquires the rights to a technology from the right-holder, with the acquirer knowing that a competitor is using the licensed technology and that it is difficult for the competitor to replace the technology with an alternative, and the acquirer suspends to grant a licence for the technology (including setting an unreasonably high royalty) in order to block the competitor from using the technology. It is generally understood that the mere fact that a particular IPR is “essential facility” is not sufficient to support the finding that a refusal to license amounts to a violation under the AMA.

Regarding limiting the scope of the use of technology, the licence agreement imposes a ceiling on the quantity of products or the number of times the licensee can use the technology to manufacture products can be a violation of the AMA, if it has the effect of restricting the volume of the products supplied to the entire market.

The IP Guidelines provide the factors to be considered in deciding whether imposing restrictions in relation to the use of technology (such as a requirement to source raw material and/or components from a licensor) and other restrictions (such as grant back obligations) is a violation of the AMA. Some restrictions such as restrictions on selling and resale prices of licensed products, restrictions of use of IPR after extinction of rights (including royalty payment obligation after extinction of licensed IPR), and obligations to assign improved technology (assign back) or to grant exclusive licences for improved technology to a licensor tend to be found as a violation of the AMA. For more detailed explanation for each type of restraint, the English translation of the IP Guidelines is available at the JFTC website (www.jftc.go.jp/en/legislation_gls/imonopoly_guidelines.files/IPGL_Frand.pdf).

The IP Guidelines provide, as a safe harbour, that if the market share of the licensor is no more than 20 per cent in the related product or technology market, then the restrictions and limitations will not pose a problem under the AMA in general except for some restrictions with strong anti-competitive effects such as restrictions on selling and resale prices of licensed products.

On the other hand, the IP Guidelines do not specify any constituent element of the royalty calculation, and there is no clear criterion to distinguish between reasonable and unreasonable royalty rates.

6 Market power and dominance
In what circumstances is the possession of intellectual property rights deemed to confer substantial market power on the holder such that the rules on unilateral conduct will apply?

Essentially, under the AMA, the mere possession of IPR does not necessarily confer the market power to an IPR holder.

Moreover, in the context of anticompetitive unilateral conduct, a dominant position is not required, and private monopolisation under the AMA only requires that a party forms, maintains or reinforces substantial restraint of trade in the relevant market by excluding or controlling other business(es). Unfair trade practice provisions, which regulate unilateral conduct, also do not require a dominant position of the party either. Nevertheless, the Guidelines for Exclusionary Private Monopolization under the AMA provide that the JFTC, when deciding whether to investigate a case for exclusionary private monopolisation, will prioritise the case if the market share exceeds approximately 50 per cent.

7 Unilateral conduct
In what circumstances may unilateral conduct involving the exercise of intellectual property rights be deemed to be anticompetitive (monopolisation, abuse of dominance, etc)?

Under the IP Guidelines, the following examples may constitute private monopolisation under the AMA if the restrictions on the use of technology reduce competition in the market:

- A party participating in a patent pool refuses to grant a licence to any new entrant or any particular existing third-party participant without any reasonable ground, to hinder such other party from using the technology.
- Where the technology is found to be influential in a particular product market and is actually used by numerous parties in their business, one of the parties obtains the rights to the technology from the rightholder and refuses to license the technology to others, thereby preventing them from using the technology.
- A party collects all of the rights to a technology that may be used by its actual or potential competitors but not for its own use and refuses to license them to prevent competitors from using the technology.
- Where several businesses have established a product standard that uses the technology of a rightholder after the rightholder pushed for that standard, the rightholder refuses to grant licences to block any development or manufacture of any compliant product that uses that technology, and the refusal is made through deceptive means, such as falsifying licensing conditions that would apply if the technology is incorporated into the standard, thereby forcing third parties to get a licence to use the technology.

According to the IP Guidelines, whether restrictions on the use of technology reduce competition in the market is determined by fully considering the nature of the restrictions, how they are imposed, the use of the technology in business and its influence on business, whether the parties involved are competitors in the market, their market positions (such as market share and rank), the overall competitive conditions that prevail in the market (such as the number of companies competing with the parties concerned, market concentration, the characteristics and the degree of differentiation of the products involved, distribution channels and difficulty in entering the market), whether there are reasonable grounds to impose the restrictions, and the effects on research, development and licensing. In addition, as described in question 6, when deciding whether to investigate a case for exclusionary private monopolisation, the JFTC will prioritise the case if the market share exceeds approximately 50 per cent.

As described in question 2, although the JFTC may impose a duty to license in a cease and desist order, there is no precedent where the JFTC has imposed such a duty.

8 Patent settlements
In what circumstances may patent settlements be deemed to infringe competition law?

Theoretically speaking, patent settlements in a lawsuit for patent invalidation for the purpose of avoiding competition with each other and preventing new participants from entering the market may be considered anticompetitive. However, there are no precedents where the JFTC has considered a patent settlement anticompetitive.

As background, Japan has a unique environment regarding patent settlements in the pharmaceutical sector, which are typically a problem in other countries as pay-for-delay settlements. In Japan, drug prices are determined by the government and the entry of generic products does not make a significant change in the price of branded products. Therefore, brand manufacturers do not have a strong incentive to pay a large settlement to generic manufacturers. Accordingly, it is not likely that pay-for-delay settlements will become a serious problem in Japan.

9 Merger control (jurisdiction)
In what circumstances will the transfer of intellectual property rights constitute a merger for the purposes of competition law?

As described in question 4, the transfer of important IPR will be considered a “merger”m and a pre-merger filing will be required if the turnover of that IPR exceeds Y3 billion and other requirements are met.

10 Merger control (substantive)
In what circumstances will a merger involving intellectual property rights be deemed anticompetitive? Are there any special considerations for mergers involving intellectual property rights or innovation markets?

Theoretically speaking, the transfer of IPR may be caught by the AMA if it will substantially restrain competition in the relevant markets. In Japan, however, there has never been a case where the mere transfer of IPR was deemed a violation of the AMA.

However, the JFTC pays particular attention to IPR when it reviews mergers and acquisitions where IPRs are key elements in the competition in the relevant market. In the recent case of the acquisition of Nisshin Steel by NSCSM, the JFTC raised a competition concern in the steel industry for the specific type of steel for which only Nisshin Steel and NSCSM own the necessary IPR to manufacture the products. The JFTC cleared the transaction only on the condition that, after the acquisition, NSCSM will offer the licence of that IPR to a competitor in the steel industry.

11 Standardisation
How, in general, does competition law treat the development of standards in standard-development organisations (SDOs), and the exercise of intellectual property rights for technology that may be essential to a standard?

The AMA considers standardisation as essentially a pro-competitive activity. Moreover, the JFTC does not consider an activity that reasonably accompanies standardisation as anticompetitive. This JFTC attitude appears in the SPPA Guidelines, which provide for the basic views on standardisations and patent pools and explain when an exercise of IPR constitutes a violation of the AMA.

12 Standardisation and anticompetitive agreements
How do competition law rules on agreements, concerted practices, etc, apply to the standardisation process?

As mentioned in question 11, the JFTC issued the SPPA Guidelines which govern agreements and concerted practices in relation to standardisations and patent pools. Under the SPPA Guidelines, the agreements and cooperation which reasonably accompany such standardisation and establish patent pools do not constitute violations of the AMA. In particular, as a safe harbour, if the market share of the pool is no more than 20 per cent in the related markets, or if the use of the market share is inappropriate in analysing the effect on competition and, there are at least four other available alternatives, then imposing certain restrictions on licensees will not be a problem under the AMA in general.

Although the SPPA Guidelines mention FRAND commitments, they do not require SDO rules to obligate parties contributing their IPR to the standardisation to make a FRAND commitment. However, these Guidelines regulate unreasonably discriminatory licences; thus, it will be helpful for licensors to make and implement a FRAND commitment to minimise the risk of being in violation of the AMA.

With respect to anticompetitive conduct by licensors who made FRAND commitments, please see question 13.

13 Standardisation and unilateral conduct
How do competition rules on unilateral conduct apply to the exercise of intellectual property rights for technology that may be essential to a standard?

In 2016, the IP Guidelines were amended to introduce the policy on unilateral anticompetitive conduct by a FRAND-encumbered standard essential patent holder. Under the amendment, the refusal to license, or the bringing of an action for injunction against a party who is willing to take a licence, by a FRAND-encumbered standard essential patent holder, whether before or after the withdrawal of the FRAND commitment for that standard essential patent, may be considered an exclusion of the business activities of other parties by making it difficult for them to do research and development on, produce or sell products that adopt the standards. Such patent holder's exclusionary conduct may be considered private monopolisation or unfair trade practice depending on its impact on competition in the relevant markets. The IP Guidelines explicitly mention that the foregoing will be applied regardless of whether the conduct is undertaken by the party that made the FRAND commitment or by the party that took over or is managing the FRAND-encumbered standard essential patent (namely, a PAE or NPE who purchases FRAND-encumbered standard essential patent or a patent pool).

In addition, there is a precedent where a FRAND-encumbered standard essential patent holder's conduct was deemed anticompetitive, the Qualcomm case. In this case, Qualcomm had a standard essential patent for CDMA wireless telecommunication, which was used for mobile phone communications, and made a FRAND commitment regarding the patent. However, Qualcomm entered into licence agreements with Japanese mobile phone manufacturers, which included provisions stipulating that (i) Qualcomm will be granted royalty-free licences for the IPR of those manufacturers; (ii) those manufacturers will notassert their IPR against Qualcomm; and (iii) those manufacturers will not assert their IPR against other Qualcomm licensees. The JFTC concluded that Qualcomm's conduct in requiring those provisions falls under is an unfair trade practice, and issued a cease and desist order against Qualcomm. The JFTC considered this conduct as impeding Japanese manufacturers' incentive to engage in research and development pertaining to technologies related to CDMA products and further strengthening Qualcomm's influential position in the market. This case is currently pending at the JFTC.

Thus, the unilateral conduct of a FRAND-encumbered standard essential patent holder may possibly constitute a violation of the AMA. Moreover, even though a party has not made a FRAND commitment, if its IPR is substantially essential to certain products and should be considered an influential technology, then an unreasonable and discriminatory conduct by that party may constitute a violation of the AMA.

14 Recent cases and other developments
In addition to the cases already mentioned in the other sections, the following are the recent noteworthy cases.

JASRAC case

The JFTC considered the royalty systems adopted by the Japanese Society for Rights of Authors, Composers and Publishers (JASRAC), the biggest copyright management organisation in Japan, as exclusionary private monopolisation and issued a cease and desist order against JASRAC.

JASRAC collected royalties from broadcasters through all-you-can-eat subscription plans where it granted licences of managed music works as a whole to broadcasters and collected royalties at a fixed rate. Under JASRAC's royalty calculation method, the percentage of use for broadcasting is not reflected in the royalties. This increases the total broadcasting royalties of the broadcasters by the amount they pay to other copyright management organisations if the broadcasters also pay them broadcasting royalties.

The JFTC found that JASRAC's calculation is exclusionary private monopolisation because it made it difficult for other copyright management organisations to do copyright management business associated with broadcasting because their managed music works would hardly be used in broadcast programmes.

This case went up to the Supreme Court, which supported JFTC's ruling that JASRAC's conduct was an exclusionary activity. JASRAC withdrew its appeal against the JFTC and the decision became final.

One-Blue case

In this case, One-Blue is a patent pool that manages many patents that are essential for the use of the Blu-ray Disc (BD) standard (the BD standard essential patents), and has the right to grant licenses of BD standard essential patents under contracts with certain holders of the BD standard essential patents. Those patent holders made FRAND commitments on the BD standard essential patents.

One-Blue negotiated a licence agreement with a BD manufacturer but, during the negotiation, despite the manufacturer's request, One-Blue gave no explanation for the basis of the licence fee on the ground that One-Blue cannot negotiate the licence fee in order to provide non-discriminatory terms. The negotiation broke down and no agreement was reached. One-Blue later sent a notice to three of the major customers of the manufacturer in Japan who were selling recordable BDs that were manufactured and sold by that manufacturer. This notice informed the customers that the BD standard essential patents holders had the right to seek an injunction against their alleged infringement on the relevant patent rights. Upon receipt of the notice, one customer suspended its sale of the manufacturer's recordable BDs.

The JFTC found the following conduct of One-Blue to be an unfair trade practice (ie, interference with a competitor's transactions); however, the JFTC did not issue a cease and desist order because the violation had already ceased to exist.

Tsuyoshi Ikeda

Ikeda & Someya

Yoshi Ikeda is a founding partner of Ikeda & Someya, a new antitrust boutique just established in October 2018. As a former official of the Investigation Bureau of the Japan Fair Trade Commission (JFTC), Yoshi has extensive experience in all aspects of antitrust/competition issues, including cartels, merger filings, and distribution issues in both domestic and international (multi-jurisdictional) arenas.

Yoshi has been representing multinational companies before the JFTC in international cartels and second phase review merger cases. Yoshi also advises on IP-related antitrust issues such as licensing, and cases involving standard-essential patents (SEPs), making the best use of his experience as an investigator in the IP/IT Taskforce at the JFTC. He has additional expertise in consumer protection issues, such as false advertising, as well as anti-bribery issues. The fact that there is no extensive discovery in Japan enables Yoshi to handle even high-profile cases in an efficient way at his small boutique.

Yoshi has been listed as a leading expert in competition law in lawyer directories such as Chambers and Who's Who Legal/Global Competition Review. He was appointed as an officer of IBA's antitrust committee in 2017. He frequently serves as a speaker at international conferences, such as the ICN (as a non-governmental adviser (NGA) for the JFTC) and IBA.

Yoshi is a graduate of Kyoto University (LLB, 2002) and University of California, Berkeley, School of Law (Boalt Hall) (LLM, 2008). He is admitted in Japan, New York and California. His comments have often been quoted in the most popular financial newspaper in Japan, the Nikkei, more than 20 times.

IKEDA & SOMEYA

COMPETITION AND CONSUMER LAW ATTORNEYS

www.ikedasomeya.com

Ikeda & Someya is a boutique law firm in Tokyo, Japan that can offer unparalleled skills and experience in the fields of antitrust/competition and consumer law by taking full advantage of its attorneys' unique experience as ex-officials at the enforcement authorities.

Ikeda & Someya specialises in antitrust/competition and consumer law and their neighbouring areas. The two founding partners, Tsuyoshi (Yoshi) Ikeda and Takaaki (Taka) Someya, are ex-officials in the Japan Fair Trade Commission (JFTC) and the Consumer Affairs Agency (CAA) respectively. They are unique in being two of the very few Japanese attorneys who have working experience in these agencies, and they have been leading private practitioners in Japan.

In the antitrust arena, Ikeda & Someya can offer full service in all aspects of antitrust issues, ranging from cartel, merger, dominance cases to the most cutting-edge issues such as vertical restraint in e-commerce and the antitrust application on the use of big data and AI. The legal system in Japan, which does not have extensive discovery, enables small boutique like Ikeda & Someya to handle even the biggest cases by a small number of attorneys in an efficient way.

Ikeda & Someya opened in October 2018 with the two founding partners. It envisages increase in the headcount of attorneys to at least five in the first few years. As a venture starting at the dawn of the new imperial era in Japan, Ikeda & Someya hopes to usher in a new era of legal practice in Japan.

SABO Kaikan Annex-B 5th floor
2-7-4 Hirakawa-cho, Chiyoda-ku
Tokyo 102-0093
Japan
Tel: +81 50 1745 4000 (Office Main)
+81 50 1745 4777 (Yoshi Ikeda Direct)
Fax:+81 3 6261 7700

www.ikedasomeya.com

Tsuyoshi Ikeda
tsuyoshi.ikeda@ikedasomeya.com

Masaki Kakimoto

Mori Hamada &
Matsumoto

Masaki Kakimoto is an associate lawyer at Mori Hamada & Matsumoto, fully engaging in all aspects of antitrust/competition matters such as merger filings, cartel investigations, and complicated cases where antitrust laws and IP laws cross each other. He has considerable experience in this area, and published three books in relation to antitrust/competition laws and other economic regulations.

Masaki is a graduate of Hitotsubashi University (BSocSc, 2004) and Hitotsubashi University Law School (JD, 2012). He is admitted in Japan.

MORI HAMADA & MATSUMOTO

Mori Hamada & Matsumoto (MHM) is one of the largest full-service international law firms headquartered in Tokyo. A significant proportion of MHM's work is international in nature, representing clients in cross-border transactions, litigation and other dispute resolution proceedings.

MHM has over 450 lawyers, including a number of highly respected practitioners and leaders in the Japanese and international legal community, such as a former secretary general of the Inter-Pacific Bar Association, prominent law professors and previous Prosecutor-Generals of the Public Prosecutors Office.

MHM's antitrust and competition practice is one of the largest and most established in Japan. MHM is regularly involved in the most high-profile and challenging cases in antitrust enforcement in Japan, Asia, and beyond. MHM's track record of successful clearance and favorable outcomes for the client are unrivaled by other law firms in Japan and MHM strives to be the best antitrust and competition practice in the country.

Consistently top-ranked in the leading legal directories, MHM's antitrust and competition practice consists of highly qualified lawyers, many of whom are partners and senior associates practicing antitrust and competition law on a full-time basis and who have prior experience working abroad and/or working for the JFTC. MHM regularly works with leading firms around the world in representing international clients. As such, MHM's lawyers are fully aware of both the local and international dimensions of antitrust and competition issues and procedures and are fully capable of providing one-stop service for matters of such scope and magnitude with careful planning and coherent strategy.

16th Floor, Marunouchi Park Building
2-6-1 Marunouchi, Chiyoda-ku
Tokyo 100-8222, Japan

www.ikedasomeya.com

Masaki Kakimoto
masaki.kakimoto@mhmjapan.com