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7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 SAN FRANCISCO DIVISION  
10

FILED  
JUL 30 2010  
RICHARD W. WIEKING

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RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IA

11 UNITED STATES OF AMERICA )

Case No. CR-10-0498 SI

12 )  
13 v. )

14 HANNSTAR DISPLAY CORPORATION, )

15 )  
16 Defendant. )

17 **PLEA AGREEMENT**

18 The United States of America and HANNSTAR DISPLAY CORPORATION  
19 (“defendant”), a corporation organized and existing under the laws of Taiwan, hereby enter into  
20 the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal  
21 Procedure (“Fed. R. Crim. P.”):

22 **RIGHTS OF DEFENDANT**

- 23 1. The defendant understands its rights:
- 24 (a) to be represented by an attorney;
  - 25 (b) to be charged by Indictment;
  - 26 (c) as a corporation organized and existing under the laws of Taiwan, to
- 27 decline to accept service of the Summons in this case, and to contest the jurisdiction of  
28 the United States to prosecute this case against it in the United States District Court for

ORIGINAL

1 the Northern District of California;

2 (d) to plead not guilty to any criminal charge brought against it;

3 (e) to have a trial by jury, at which it would be presumed not guilty of the  
4 charge and the United States would have to prove every essential element of the charged  
5 offense beyond a reasonable doubt for it to be found guilty;

6 (f) to confront and cross-examine witnesses against it and to subpoena  
7 witnesses in its defense at trial;

8 (g) to appeal its conviction if it is found guilty; and

9 (h) to appeal the imposition of sentence against it.

10 **AGREEMENT TO PLEAD GUILTY**  
11 **AND WAIVE CERTAIN RIGHTS**

12 2. The defendant knowingly and voluntarily waives the rights set out in  
13 Paragraph 1(b)-(g) above, including all jurisdictional defenses to the prosecution of this case,  
14 and agrees voluntarily to consent to the jurisdiction of the United States to prosecute this case  
15 against it in the United States District Court for the Northern District of California. The  
16 defendant also knowingly and voluntarily waives the right to file any appeal, any collateral  
17 attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. §  
18 3742, that challenges the sentence imposed by the Court if that sentence is consistent with or  
19 below the recommended sentence in Paragraph 8 of this Plea Agreement, regardless of how  
20 the sentence is determined by the Court. This agreement does not affect the rights or  
21 obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c). Nothing in this  
22 paragraph, however, shall act as a bar to the defendant perfecting any legal remedies it may  
23 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of  
24 counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will  
25 waive indictment and plead guilty at arraignment to a one-count Information to be filed in the  
26 United States District Court for the Northern District of California. The Information will  
27 charge the defendant with participating in a conspiracy to suppress and eliminate competition  
28 by fixing the prices of thin-film transistor liquid crystal display panels ("TFT-LCD") sold in

1 the United States and elsewhere, from on or about September 14, 2001, to on or about  
2 January 31, 2006, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

3 3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty  
4 to the criminal charge described in Paragraph 2 above and will make a factual admission of  
5 guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

6 **FACTUAL BASIS FOR OFFENSE CHARGED**

7 4. Had this case gone to trial, the United States would have presented evidence  
8 sufficient to prove the following facts:

9 (a) For purposes of this Plea Agreement, the “relevant period” is that period from  
10 on or about September 14, 2001, to on or about January 31, 2006. During the relevant  
11 period, HannStar Display Corporation (“HannStar”), a corporation organized and existing  
12 under the laws of Taiwan, sold computer notebook and monitor TFT-LCD into various  
13 markets, including the U.S. The defendant has its headquarters and principal place of  
14 business in Taipei, Taiwan. During the relevant period, the defendant was a producer of  
15 computer notebook and monitor TFT-LCD, was engaged in the sale of computer notebook  
16 and monitor TFT-LCD in the United States and elsewhere, and employed between 1,000 and  
17 5,000 individuals.

18 (b) TFT-LCD are glass panels composed of an array of tiny pixels that are  
19 electronically manipulated in order to display images. TFT-LCD are manufactured by  
20 various producers in a broad range of sizes and specifications for use in televisions, notebook  
21 computers, desktop monitors, mobile devices, and other applications.

22 (c) During the relevant period, the defendant, through its officers and employees,  
23 including high-level personnel of the defendant, participated in a conspiracy with major TFT-  
24 LCD producers, the primary purpose of which was to fix the price of certain TFT-LCD sold  
25 in the United States and elsewhere. In furtherance of the conspiracy, the defendant, through  
26 its officers and employees, engaged in discussions and attended meetings, including group  
27 meetings referred to by some of the participants as “crystal meetings,” with representatives of  
28 other TFT-LCD producers. During these discussions and meetings, agreements were reached

1 to fix the price of certain TFT-LCD to be sold in the United States and elsewhere.

2 (d) During the relevant period, TFT-LCD sold by one or more of the conspirator  
3 firms, and equipment and supplies used in the production and distribution of TFT-LCD, as  
4 well as payments for TFT-LCD, traveled in interstate and foreign commerce. Certain  
5 business activities of the defendant and its coconspirators in connection with the production  
6 and sale of TFT-LCD affected by this conspiracy were within the flow of, and substantially  
7 affected, interstate and foreign commerce.

8 (e) Acts in furtherance of this conspiracy were carried out within the Northern  
9 District of California. TFT-LCD affected by this conspiracy were sold by one or more of the  
10 conspirators to customers in this District.

11 **POSSIBLE MAXIMUM SENTENCE**

12 5. The defendant understands that the statutory maximum penalty that may be  
13 imposed against it upon conviction for a violation of Section One of the Sherman Antitrust  
14 Act is a fine in an amount equal to the greatest of:

15 (a) \$100 million (15 U.S.C. § 1);

16 (b) twice the gross pecuniary gain the conspirators derived from the crime  
17 (18 U.S.C. § 3571(c) and (d)); or

18 (c) twice the gross pecuniary loss caused to the victims of the crime by the  
19 conspirators (18 U.S.C. § 3571(c) and (d)).

20 6. In addition, the defendant understands that:

21 (a) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of  
22 probation of at least one year, but not more than five years;

23 (b) pursuant to § 8B1.1 of the United States Sentencing Guidelines  
24 (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) or 18 U.S.C. § 3563(b)(2) or  
25 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and

26 (c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order  
27 the defendant to pay a \$400 special assessment upon conviction for the charged crime.

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### SENTENCING GUIDELINES

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2 7. The defendant understands that the Sentencing Guidelines are advisory, not  
3 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,  
4 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing  
5 sentence. The defendant understands that the Guidelines determinations will be made by the  
6 Court by a preponderance-of-the-evidence standard. The defendant understands that,  
7 although the Court is not ultimately bound to impose a sentence within the applicable  
8 Guidelines range, its sentence must be reasonable based upon consideration of all relevant  
9 sentencing factors set forth in 18 U.S.C. § 3553(a). Pursuant to U.S.S.G. § 1B1.8, the United  
10 States agrees that self-incriminating information that the defendant provides to the United  
11 States under this Plea Agreement will not be used to increase the volume of affected  
12 commerce attributable to the defendant or in determining the defendant's applicable  
13 Guidelines range, except to the extent provided in U.S.S.G. § 1B1.8(b).

### SENTENCING AGREEMENT

14  
15 8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant  
16 agree that the appropriate disposition of this case is, and agree to recommend jointly that the  
17 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine  
18 of \$30 million, payable in installments as set forth below, with interest accruing under 18  
19 U.S.C. § 3612(f)(1)-(2) ("the recommended sentence"). The parties agree that there exists no  
20 aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into  
21 consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines  
22 justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or support  
23 any sentence outside of the Guidelines range nor any Guidelines adjustment for any reason  
24 that is not set forth in this Plea Agreement. The parties further agree that the recommended  
25 sentence set forth in this Plea Agreement is reasonable.

26 (a) The United States and the defendant agree to recommend, in the  
27 interest of justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. § 8C3.2(b), that  
28 the fine be paid in the following installments: within thirty (30) days of imposition of

1 the sentence -- \$5 million (plus any accrued interest); at the one-year anniversary of  
2 imposition of sentence ("anniversary") -- \$5 million (plus any accrued interest); at the  
3 two-year anniversary -- \$5 million (plus any accrued interest); at the three-year  
4 anniversary -- \$5 million (plus any accrued interest); at the four-year anniversary -- \$5  
5 million (plus any accrued interest); and at the five-year anniversary -- \$5 million (plus  
6 any accrued interest); provided, however, that the defendant shall have the option at  
7 any time before the five-year anniversary of prepaying the remaining balance (plus  
8 any accrued interest) then owing on the fine.

9 (b) The defendant understands that the Court will order it to pay a \$400  
10 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine  
11 imposed.

12 (c) Both parties will recommend that no term of probation be imposed, but  
13 the defendant understands that the Court's denial of this request will not void this  
14 Plea Agreement.

15 (d) The United States and the defendant jointly submit that this Plea  
16 Agreement, together with the record that will be created by the United States and the  
17 defendant at the plea and sentencing hearings, and the further disclosure described in  
18 Paragraph 9, will provide sufficient information concerning the defendant, the crime  
19 charged in this case, and the defendant's role in the crime to enable the meaningful  
20 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United  
21 States and the defendant agree to request jointly that the Court accept the defendant's  
22 guilty plea and impose sentence on an expedited schedule as early as the date of  
23 arraignment, based upon the record provided by the defendant and the United States,  
24 under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule  
25 32-1(b) of the U.S.D.C. N.D. California Criminal Local Rules. The Court's denial of  
26 the request to impose sentence on an expedited schedule will not void this Plea  
27 Agreement.

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1           9.       Subject to the ongoing, full, and truthful cooperation of the defendant  
2 described in Paragraph 12 of this Plea Agreement, and before sentencing in the case, the  
3 United States will fully advise the Court and the Probation Office of the fact, manner, and  
4 extent of the defendant's cooperation and its commitment to prospective cooperation with the  
5 United States' TFT-LCD investigation and prosecutions, all material facts relating to the  
6 defendant's involvement in the charged offense, and all other relevant conduct.

7           10.       The United States and the defendant understand that the Court retains  
8 complete discretion to accept or reject the recommended sentence provided for in Paragraph  
9 8 of this Plea Agreement.

10           (a)       If the Court does not accept the recommended sentence, the United  
11 States and the defendant agree that this Plea Agreement, except for Paragraph 10(b)  
12 below, shall be rendered void.

13           (b)       If the Court does not accept the recommended sentence, the defendant  
14 will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the  
15 defendant withdraws its plea of guilty, this Plea Agreement, the guilty plea, and any  
16 statement made in the course of any proceedings under Fed. R. Crim. P. 11 regarding  
17 the guilty plea or this Plea Agreement or made in the course of plea discussions with  
18 an attorney for the government shall not be admissible against the defendant in any  
19 criminal or civil proceeding, except as otherwise provided in Fed. R. Evid. 410. In  
20 addition, the defendant agrees that, if it withdraws its guilty plea pursuant to this  
21 subparagraph of the Plea Agreement, the statute of limitations period for any offense  
22 referred to in Paragraph 14 of this Plea Agreement will be tolled for the period  
23 between the date of the signing of the Plea Agreement and the date the defendant  
24 withdrew its guilty plea or for a period of sixty (60) days after the date of the signing  
25 of the Plea Agreement, whichever period is greater.

26           11.       In light of the civil class action cases filed against the defendant, including *In*  
27 *re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M:07-1827 SI, MDL No. 1827, in the  
28 United States District Court, Northern District of California, which potentially provide for a

1 recovery of a multiple of actual damages, and the opportunity for potential victims to pursue  
2 damages through nonclass claims in the multidistrict litigation and other proceedings, the  
3 United States agrees that it will not seek a restitution order for the offense charged in the  
4 Information.

5 **DEFENDANT'S COOPERATION**

6 12. The defendant and its subsidiaries engaged in the sale or production of TFT-  
7 LCD (collectively, "related entities") will cooperate fully and truthfully with the United  
8 States in the prosecution of this case, the conduct of the current federal investigation of  
9 violations of federal antitrust and related criminal laws involving the manufacture or sale of  
10 TFT-LCD in the United States and elsewhere, any other federal investigations relating to the  
11 manufacture and sale of TFT-LCD resulting therefrom, and any litigation or other  
12 proceedings relating to the manufacture and sale of TFT-LCD to which the United States is a  
13 party ("Federal Proceeding"). The ongoing, full, and truthful cooperation of the defendant  
14 shall include, but not be limited to:

15 (a) producing to the United States all non-privileged documents,  
16 information, and other materials, wherever located, in the possession, custody, or  
17 control of the defendant or any of the related entities, requested by the United States  
18 in connection with any Federal Proceeding; and

19 (b) using its best efforts to secure the ongoing, full, and truthful  
20 cooperation, as defined in Paragraph 13 of this Plea Agreement, of the current and  
21 former directors, officers, or employees of the defendant or any of the related entities,  
22 as may be requested by the United States – but excluding Ting-Hwei Chou, a.k.a.  
23 David Joe, and Ching-Hsien Wu, a.k.a. Sam Wu – including making these persons  
24 available in the United States and at other mutually agreed-upon locations, at the  
25 defendant's expense, for interviews and the provision of testimony in grand jury, trial,  
26 and other judicial proceedings in connection with any Federal Proceeding.



1           13.    The ongoing, full, and truthful cooperation of each person described in  
2 Paragraph 12(b) above will be subject to the procedures and protections of this paragraph,  
3 and shall include, but not be limited to:

4           (a)    producing in the United States and at other mutually agreed-upon  
5 locations all nonprivileged documents, including claimed personal documents, and  
6 other materials, wherever located, requested by attorneys and agents of the United  
7 States in connection with any Federal Proceeding;

8           (b)    making himself or herself available for interviews in the United States  
9 and at other mutually agreed-upon locations, not at the expense of the United States,  
10 upon the request of attorneys and agents of the United States in connection with any  
11 Federal Proceeding;

12           (c)    responding fully and truthfully to all inquiries of the United States in  
13 connection with any Federal Proceeding, without falsely implicating any person or  
14 intentionally withholding any information, subject to the penalties of making false  
15 statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503, *et seq.*);

16           (d)    otherwise voluntarily providing the United States with any non-  
17 privileged material or information not requested in (a) - (c) of this paragraph that he  
18 or she may have that is related to any Federal Proceeding;

19           (e)    when called upon to do so by the United States in connection with any  
20 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the  
21 United States fully, truthfully, and under oath, subject to the penalties of perjury (18  
22 U.S.C. § 1621), making false statements or declarations in grand jury or court  
23 proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of  
24 justice (18 U.S.C. § 1503, *et seq.*); and

25           (f)    agreeing that, if the agreement not to prosecute him or  
26 her in this Plea Agreement is rendered void under Paragraph 15(c), the statute of  
27 limitations period for any Relevant Offense as defined in Paragraph 15(a) will be  
28 tolled as to him or her for the period between the date of the signing of this Plea

1 Agreement and six (6) months after the date that the United States gave notice of its  
2 intent to void its obligations to that person under the Plea Agreement.

3 **GOVERNMENT'S AGREEMENT**

4 14. Upon acceptance of the guilty plea called for by this Plea Agreement and the  
5 imposition of the recommended sentence, and subject to the cooperation requirements of  
6 Paragraph 12 of this Plea Agreement, the United States agrees that it will not bring further  
7 criminal charges against the defendant or any of the related entities for any act or offense  
8 committed before the date of this Plea Agreement that was undertaken in furtherance of an  
9 antitrust conspiracy involving the manufacture or sale of TFT-LCD in the United States and  
10 elsewhere, or undertaken in connection with any investigation of such a conspiracy. The  
11 nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any  
12 violation of the federal tax or securities laws, or to any crime of violence.

13 15. The United States agrees to the following:

14 (a) Upon the Court's acceptance of the guilty plea called for by this Plea  
15 Agreement and the imposition of the recommended sentence and subject to the  
16 exceptions noted in Paragraph 15(c), the United States will not bring criminal charges  
17 against any current or former director, officer, or employee of the defendant or any of  
18 the related entities for any act or offense committed before the date of this Plea  
19 Agreement and while that person was acting as a director, officer, or employee of the  
20 defendant or any of the related entities that was undertaken in furtherance of an  
21 antitrust conspiracy involving the manufacture or sale of TFT-LCD in the United  
22 States and elsewhere, or undertaken in connection with any investigation of such a  
23 conspiracy ("Relevant Offense"), except that the protections granted in this paragraph  
24 shall not apply to Ting-Hwei Chou, a.k.a. David Joe, and Ching-Hsien Wu, a.k.a. Sam  
25 Wu;

26 (b) Should the United States determine that any current or former director,  
27 officer, or employee of the defendant or any of the related entities may have  
28 information relevant to any Federal Proceeding, the United States may request that

1 person's cooperation under the terms of this Plea Agreement by written request  
2 delivered to counsel for the individual (with a copy to the undersigned counsel for the  
3 defendant) or, if the individual is not known by the United States to be represented, to  
4 the undersigned counsel for the defendant;

5 (c) If any person requested to provide cooperation under Paragraph 15(b)  
6 fails to comply with his or her obligations under Paragraph 13, then the terms of this  
7 Plea Agreement as they pertain to that person, and the agreement not to prosecute that  
8 person granted in this Plea Agreement, shall be rendered void;

9 (d) Except as provided in Paragraph 15(e), information provided by a  
10 person described in Paragraph 15(b) to the United States under the terms of this Plea  
11 Agreement pertaining to any Relevant Offense, or any information directly or  
12 indirectly derived from that information, may not be used against that person in a  
13 criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a false  
14 statement or declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18  
15 U.S.C. § 1503, *et seq.*);

16 (e) If any person who provides information to the United States under this  
17 Plea Agreement fails to comply fully with his or her obligations under Paragraph 13  
18 of this Plea Agreement, the agreement in Paragraph 15(d) not to use that information  
19 or any information directly or indirectly derived from it against that person in a  
20 criminal case shall be rendered void;

21 (f) The nonprosecution terms of this paragraph do not apply to civil  
22 matters of any kind, to any violation of the federal tax or securities laws, or to any  
23 crime of violence; and

24 (g) Documents provided under Paragraphs 12(a) and 13(a) shall be  
25 deemed responsive to any outstanding grand jury subpoenas issued to the defendant,  
26 its agents, or its representatives in this matter, or any of the related entities.

27 16. The United States agrees that when any person travels to the United States for  
28 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or

1 for meetings with counsel in preparation therefor, the United States will take no action, based  
2 upon any Relevant Offense, to subject such person to arrest, detention, or service of process,  
3 or to prevent such person from departing the United States. This paragraph does not apply to  
4 an individual's commission of perjury (18 U.S.C. § 1621), making false statements (18  
5 U.S.C. § 1001), making false statements or declarations in grand jury or court proceedings  
6 (18 U.S.C. § 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C.  
7 §§ 401-402) in connection with any testimony or information provided or requested in any  
8 Federal Proceeding.

9 17. The defendant understands that it may be subject to administrative action by  
10 federal or state agencies other than the United States Department of Justice, Antitrust  
11 Division, based upon the conviction resulting from this Plea Agreement, and that this Plea  
12 Agreement in no way controls whatever action, if any, other agencies may take. However,  
13 the United States agrees that, if requested, it will advise the appropriate officials of any  
14 governmental agency considering such administrative action of the fact, manner, and extent  
15 of the cooperation of the defendant and the related entities as a matter for that agency to  
16 consider before determining what administrative action, if any, to take.

#### 17 REPRESENTATION BY COUNSEL

18 18. The defendant has been represented by counsel and is fully satisfied that its  
19 attorneys have provided competent legal representation. The defendant has thoroughly  
20 reviewed this Plea Agreement and acknowledges that counsel has advised it of the nature of  
21 the charge, any possible defenses to the charge, and the nature and range of possible  
22 sentences.

#### 23 VOLUNTARY PLEA

24 19. The defendant's decision to enter into this Plea Agreement and to tender a  
25 plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances,  
26 promises, or representations other than the representations contained in this Plea Agreement.  
27 The United States has made no promises or representations to the defendant as to whether the  
28 Court will accept or reject the recommendations contained within this Plea Agreement.

**VIOLATION OF PLEA AGREEMENT**

1  
2           20.     The defendant agrees that, should the United States determine in good faith,  
3 during the period that any Federal Proceeding is pending, that the defendant or any of the  
4 related entities have failed to provide full and truthful cooperation, as described in Paragraph  
5 12 of this Plea Agreement, or have otherwise violated any provision of this Plea Agreement,  
6 the United States will notify counsel for the defendant in writing by personal or overnight  
7 delivery or facsimile transmission, and may also notify counsel by telephone, of its intention  
8 to void any of its obligations under this Plea Agreement (except its obligations under this  
9 paragraph), and the particular entity that fails to provide full and truthful cooperation  
10 pursuant to Paragraph 12 shall be subject to prosecution for any federal crime of which the  
11 United States has knowledge, including, but not limited to, the substantive offenses relating  
12 to the investigation resulting in this Plea Agreement. The defendant or any of the related  
13 entities may seek Court review of any determination made by the United States under this  
14 paragraph to void any of its obligations under the Plea Agreement as to the particular entity.  
15 The defendant and the related entities agree that, in the event that the United States is  
16 released from its obligations under this Plea Agreement and brings criminal charges against  
17 the defendant or any of the related entities for any offense referred to in Paragraph 14 of this  
18 Plea Agreement, the statute of limitations period for such offense will be tolled for the period  
19 between the date of the signing of this Plea Agreement and six (6) months after the date the  
20 United States gave notice of its intent to void its obligations under this Plea Agreement.

21           21.     The defendant understands and agrees that in any further prosecution  
22 of it or any of the related entities resulting from the release of the United States from its  
23 obligations under this Plea Agreement, because of the defendant's or any of the related  
24 entities' violation of the Plea Agreement, any documents, statements, information, testimony,  
25 or evidence provided by it or any of the related entities, or current or former directors,  
26 officers, or employees of it or any of the related entities to attorneys or agents of the United  
27 States, federal grand juries, or courts, and any leads derived therefrom, may be used against it  
28 or the related entities in any such further prosecution. In addition, the defendant

1 unconditionally waives its right to challenge the use of such evidence in any such further  
2 prosecution, notwithstanding the protections of Fed. R. Evid. 410.

3 **ENTIRETY OF AGREEMENT**

4 22. This Plea Agreement constitutes the entire agreement between the  
5 United States and the defendant concerning the disposition of the criminal charge in this case.  
6 This Plea Agreement cannot be modified except in writing, signed by the United States and  
7 the defendant.

8 23. The undersigned is authorized to enter this Plea Agreement on behalf of the  
9 defendant as evidenced by the Resolution of the Board of Directors of the defendant attached  
10 to, and incorporated by reference in, this Plea Agreement.

11 24. The undersigned attorneys for the United States have been authorized  
12 by the Attorney General of the United States to enter this Plea Agreement on behalf of the  
13 United States.

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25. A facsimile or PDF signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

AGREED

BY: \_\_\_\_\_  
Tina Hsiu-Chiao Lin  
Vice President and General Counsel  
HannStar Display Corporation  
4<sup>th</sup> Floor, No. 48, Wucyuan Rd.  
Wugu Industrial Zone  
Taipei 248, Taiwan

BY: Niall E. Lynch  
Niall E. Lynch, CA No. 157959  
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Trial Attorneys  
U.S. Department of Justice  
Antitrust Division  
450 Golden Gate Avenue  
Box 36046, Room 10-0101  
San Francisco, California 94102  
Tel: (415) 436-6660  
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DATED: \_\_\_\_\_

Hugh F. Bangasser  
BY: Hugh F. Bangasser  
Hugh F. Bangasser, Esq.  
Ramona M. Emerson, Esq.  
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925 Fourth Street, Suite 2900  
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DATED: 6/29/10

Jeffrey L. Bornstein, CA No. 99358  
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4 Embarcadero Center, Suite 1200  
San Francisco, California 94111  
Tel: (415) 882-8200  
Fax: (415) 882-8220

Counsel for HannStar Display Corporation

DATED: 6/29/2010

1 25. A facsimile or PDF signature shall be deemed an original signature for the  
2 purpose of executing this Plea Agreement. Multiple signature pages are authorized for the  
3 purpose of executing this Plea Agreement.

4 AGREED

5  
6 BY: Tina Hsiu-Chiao Lin  
7 Tina Hsiu-Chiao Lin  
8 Vice President and General Counsel  
9 HannStar Display Corporation  
10 4<sup>th</sup> Floor, No. 48, Wucyuan Rd.  
11 Wugu Industrial Zone  
12 Taipei 248, Taiwan

BY: \_\_\_\_\_  
Niall E. Lynch, CA No. 157959  
Michael L. Scott, CA No. 165452  
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Trial Attorneys  
U.S. Department of Justice  
Antitrust Division  
450 Golden Gate Avenue  
Box 36046, Room 10-0101  
San Francisco, California 94102  
Tel: (415) 436-6660  
Fax: (415) 436-6687

11 DATED: June 29, 2010

DATED: \_\_\_\_\_

13 BY: \_\_\_\_\_  
14 Hugh F. Bangasser, Esq.  
15 Ramona M. Emerson, Esq.  
16 K&L Gates LLP  
17 925 Fourth Street, Suite 2900  
18 Seattle, Washington 98104-1158  
19 Tel: (206) 623-7580  
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21 Jeffrey L. Bornstein, CA No. 99358  
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23 4 Embarcadero Center, Suite 1200  
24 San Francisco, California 94111  
25 Tel: (415) 882-8200  
26 Fax: (415) 882-8220

27 Counsel for HannStar Display Corporation

28 DATED: \_\_\_\_\_



# **HannStar Display Corporation**

## **Board Resolutions**

At the meeting of the Board of Directors of HannStar Display Corporation, (hereinafter "HSD") held on June 29, 2010, the Board:

Resolved, that the execution, delivery and performance of the Plea Agreement between HSD and the Department of Justice of the United States of America in substantially the same form presented to the Board of Directors on this date, is hereby approved;

Resolved, that Ms. Tina Hsiu-Chiao Lin, Vice President and General Counsel of HSD is authorized, empowered and directed to execute and deliver the Plea Agreement in the name and on behalf of HSD; and

Resolved, that Ms. Tina Hsiu-Chiao Lin, Vice President and General Counsel of HSD is authorized, empowered and directed to represent HSD before any court or governmental agency in order to make statements and confirmations in accordance with the Plea Agreement.

## **Certificate**

I, Arthur Ching-Ping Lu, Vice President, Company Spokesperson, HannStar Display Corporation, a company organized and existing under the laws of the Republic of China, do hereby certify, as the person responsible for keeping the minutes of the Board of Directors meeting, that the foregoing resolutions adopted by the Board of Directors of HannStar Display Corporation, at its meeting held on June 29, 2010, are true, correct and complete and that said resolutions have not been amended, modified or repealed, and remain in full force and effect, as of the date hereof.

Signed in Taipei on this 29th day of June 2010 by



Arthur Ching-Ping Lu

Vice President, Company Spokesperson

HannStar Display Corporation