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7 Attorneys for the United States

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

12 UNITED STATES OF AMERICA) Case No. CR 09-0854 SI
13)
14 v.)
15 EPSON IMAGING DEVICES CORPORATION,)
16 Defendant.)

17 PLEA AGREEMENT

19 The United States of America and EPSON IMAGING DEVICES CORPORATION
20 ("defendant"), formerly known as Sanyo Epson Imaging Devices Corporation, a corporation
21 organized and existing under the laws of Japan, hereby enter into the following Plea Agreement
22 pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R. Crim. P."):

23 RIGHTS OF DEFENDANT

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

1 States to prosecute this case against it in the United States District Court for the Northern
2 District of California;

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

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

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

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

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

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

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

1 by fixing the prices of thin-film transistor liquid crystal display panels (“TFT-LCD”) sold to
2 Motorola, Inc. (“Motorola”) for use in Razr mobile phones, from the fall of 2005 to the
3 middle of 2006, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

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

7 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

10 (a) For purposes of this Plea Agreement, the “relevant period” is that
11 period from the fall of 2005 to the middle of 2006. During the relevant period, Sanyo
12 Epson Imaging Devices Corporation was a joint venture between Seiko Epson
13 Corporation and Sanyo Electric Co., Ltd. and a corporation organized and existing
14 under the laws of Japan. Effective December 28, 2006, Sanyo Epson Imaging
15 Devices Corporation became a wholly owned subsidiary of Seiko Epson Corporation
16 and changed its name to Epson Imaging Devices Corporation, the named defendant in
17 this Plea Agreement. The defendant has its headquarters and principal place of
18 business in Tottori City, Tottori Prefecture, Japan. During the relevant period, the
19 defendant was a producer of TFT-LCD, was engaged in the sale of small-sized TFT-
20 LCD in the United States and elsewhere, and employed between 1,000 and 5,000
21 individuals.

22 (b) TFT-LCD are glass panels composed of an array of tiny pixels that are
23 electronically manipulated in order to display images. TFT-LCD are manufactured in
24 a broad range of sizes and specifications for use in televisions, notebook computers,
25 desktop monitors, mobile devices, and other applications.

26 (c) During the relevant period, the defendant, through its officers and
27 employees, participated in a conspiracy with other major TFT-LCD producers, the
28 primary purpose of which was to fix the price of TFT-LCD sold to Motorola for use

1 in Razr mobile phones. In furtherance of the conspiracy, the defendant, through its
2 officers and employees, engaged in bilateral telephone discussions and attended
3 bilateral meetings in Japan with representatives of other major TFT-LCD producers.
4 During these discussions and meetings, agreements were reached to fix the price of
5 TFT-LCD sold to Motorola for use in Razr mobile phones.

6 (d) During the relevant period, TFT-LCD sold by one or more of the
7 conspirator firms, and equipment and supplies necessary to the production and
8 distribution of TFT-LCD, as well as payments for TFT-LCD, traveled in interstate
9 and foreign commerce. The business activities of the defendant and its coconspirators
10 in connection with the production and sale of TFT-LCD that were the subjects of the
11 conspiracy were within the flow of, and substantially affected, interstate and foreign
12 trade and commerce.

13 (e) Acts in furtherance of this conspiracy were carried out within the
14 Northern District of California. TFT-LCD that were the subjects of the conspiracy
15 were sold by one or more of the conspirators in this District.

16 **POSSIBLE MAXIMUM SENTENCE**

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

20 (a) \$100 million (15 U.S.C. § 1);

21 (b) twice the gross pecuniary gain the conspirators derived from the crime
22 (18 U.S.C. § 3571(c) and (d)); or

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

25 6. In addition, the defendant understands that:

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

28 (b) pursuant to § 8B1.1 of the United States Sentencing Guidelines

1 ("U.S.S.G.," "Sentencing Guidelines," or "Guidelines") or 18 U.S.C. § 3563(b)(2) or
2 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and
3 (c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order
4 the defendant to pay a \$400 special assessment upon conviction for the charged crime.

5 **SENTENCING GUIDELINES**

6 7. The defendant understands that the Sentencing Guidelines are advisory, not
7 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,
8 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing
9 sentence. The defendant understands that the Guidelines determinations will be made by the
10 Court by a preponderance-of-the-evidence standard. The defendant understands that,
11 although the Court is not ultimately bound to impose a sentence within the applicable
12 Guidelines range, its sentence must be reasonable based upon consideration of all relevant
13 sentencing factors set forth in 18 U.S.C. § 3553(a).

14 **SENTENCING AGREEMENT**

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 \$26 million, payable in full before the fifteenth (15th) day after the date of judgment ("the
19 recommended sentence"). The parties agree that there exists no aggravating or mitigating
20 circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S.
21 Sentencing Commission in formulating the Sentencing Guidelines justifying a departure
22 pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or support any sentence outside
23 of the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in
24 this Plea Agreement. The parties further agree that the recommended sentence set forth in
25 this Plea Agreement is reasonable.

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

1 (b) Both parties will recommend that no term of probation be imposed, but
2 the defendant understands that the Court's denial of this request will not void this
3 Plea Agreement.

4 (c) The United States and the defendant jointly submit that this Plea
5 Agreement, together with the record that will be created by the United States and the
6 defendant at the plea and sentencing hearings, and the further disclosure described in
7 Paragraph 10, will provide sufficient information concerning the defendant, the crime
8 charged in this case, and the defendant's role in the crime to enable the meaningful
9 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. This further
10 record includes a Joint Sentencing Memorandum, which is mutually agreed to and
11 executed by the United States and the defendant. The United States and the defendant
12 agree to request jointly that the Court accept the defendant's guilty plea and impose
13 sentence on an expedited schedule as early as the date of arraignment, based upon the
14 record provided by the defendant and the United States, under the provisions of Fed.
15 R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule 32-1(b) of the U.S.D.C. N.D.
16 California Criminal Local Rules. The Court's denial of the request to impose
17 sentence on an expedited schedule will not void this Plea Agreement.

18 9. The United States and the defendant agree that the applicable Guidelines fine
19 range exceeds the fine contained in the recommended sentence set out in Paragraph 8 above.
20 Subject to the full and continuing cooperation of the defendant, as described in Paragraph 13
21 of this Plea Agreement, and prior to sentencing in this case, the United States agrees that it
22 will make a motion, pursuant to U.S.S.G. § 8C4.1, for a downward departure from the
23 Guidelines fine range and will request that the Court impose the recommended sentence set
24 out in Paragraph 8 of this Plea Agreement because of the defendant's substantial assistance in
25 the government's investigation and prosecutions of violations of federal criminal law in the
26 TFT-LCD industry.

27 10. Subject to the ongoing, full, and truthful cooperation of the defendant
28 described in Paragraph 13 of this Plea Agreement, and before sentencing in the case, the

1 United States will fully advise the Court and the Probation Office of the fact, manner, and
2 extent of the defendant's cooperation and its commitment to prospective cooperation with the
3 United States' investigation and prosecutions, all material facts relating to the defendant's
4 involvement in the charged offense, and all other relevant conduct.

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

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

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

25 12. In light of the civil class action cases, including *In re TFT-LCD (Flat Panel)*
26 *Antitrust Litigation*, No. M:07-1827 SI, MDL No. 1827, in the United States District Court,
27 Northern District of California, in which the defendant has been alleged to be a co-
28 conspirator, and which potentially provide for a recovery of a multiple of actual damages, the

1 United States agrees that it will not seek a restitution order for the offense charged in the
2 Information.

3 **DEFENDANT'S COOPERATION**

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

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

17 (b) using its best efforts to secure the ongoing, full, and truthful
18 cooperation, as defined in Paragraph 14 of this Plea Agreement, of the current and
19 former directors, officers, and employees of the defendant or any of its related
20 entities, as may be requested by the United States – but excluding Takuya Kobayashi,
21 Nobuyoshi Takei, and Hiroyuki Matsuura – including making these persons available
22 in the United States and at other mutually agreed-upon locations, at the defendant's
23 expense, for interviews and the provision of testimony in grand jury, trial, and other
24 judicial proceedings in connection with any Federal Proceeding.

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

28 (a) producing in the United States and at other mutually agreed-upon

1 locations all non-privileged documents, including claimed personal documents, and
2 other materials, wherever located, requested by attorneys and agents of the United
3 States in connection with any Federal Proceeding;

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

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

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

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

21 (f) agreeing that, if the agreement not to prosecute him or
22 her in this Plea Agreement is rendered void under Paragraph 16(c), the statute of
23 limitations period for any Relevant Offense as defined in Paragraph 16(a) will be
24 tolled as to him or her for the period between the date of the signing of this Plea
25 Agreement and six (6) months after the date that the United States gave notice of its
26 intent to void its obligations to that person under the Plea Agreement.

27 **GOVERNMENT'S AGREEMENT**

28 15. Upon acceptance of the guilty plea called for by this Plea Agreement and the

1 imposition of the recommended sentence, and subject to the cooperation requirements of
2 Paragraph 13 of this Plea Agreement, the United States agrees that it will not bring further
3 criminal charges against the defendant or any of its related entities for any act or offense
4 committed before the date of this Plea Agreement that was undertaken in furtherance of an
5 antitrust conspiracy involving the manufacture or sale of any-size TFT-LCD in the United
6 States and elsewhere, or undertaken in connection with any investigation of such a
7 conspiracy. The nonprosecution terms of this paragraph do not apply to civil matters of any
8 kind, to any violation of the federal tax or securities laws, or to any crime of violence.

9 16. The United States agrees to the following:

10 (a) Upon the Court's acceptance of the guilty plea called for by this Plea
11 Agreement and the imposition of the recommended sentence and subject to the
12 exceptions noted in Paragraph 16(c), the United States will not bring criminal charges
13 against any current or former director, officer, or employee of the defendant or its
14 related entities for any act or offense committed before the date of this Plea
15 Agreement and while that person was acting as a director, officer, or employee of the
16 defendant or its related entities that was undertaken in furtherance of an antitrust
17 conspiracy involving the manufacture or sale of any-size TFT-LCD in the United
18 States and elsewhere, or undertaken in connection with any investigation of such a
19 conspiracy ("Relevant Offense"), except that the protections granted in this paragraph
20 shall not apply to Takuya Kobayashi, Nobuyoshi Takei, and Hiroyuki Matsuura;

21 (b) Should the United States determine that any current or former director,
22 officer, or employee of the defendant or its related entities may have information
23 relevant to any Federal Proceeding, the United States may request that person's
24 cooperation under the terms of this Plea Agreement by written request delivered to
25 counsel for the individual (with a copy to the undersigned counsel for the defendant)
26 or, if the individual is not known by the United States to be represented, to the
27 undersigned counsel for the defendant;

28 (c) If any person requested to provide cooperation under Paragraph 16(b)

1 fails to comply with his or her obligations under Paragraph 14, then the terms of this
2 Plea Agreement as they pertain to that person, and the agreement not to prosecute that
3 person granted in this Plea Agreement, shall be rendered void;

4 (d) Except as provided in Paragraph 16(e), information provided by a
5 person described in Paragraph 16(b) to the United States under the terms of this Plea
6 Agreement pertaining to any Relevant Offense, or any information directly or
7 indirectly derived from that information, may not be used against that person in a
8 criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a false
9 statement or declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18
10 U.S.C. § 1503, *et seq.*);

11 (e) If any person who provides information to the United States under this
12 Plea Agreement fails to comply fully with his or her obligations under Paragraph 14
13 of this Plea Agreement, the agreement in Paragraph 16(d) not to use that information
14 or any information directly or indirectly derived from it against that person in a
15 criminal case shall be rendered void;

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

19 (g) Documents provided under Paragraphs 13(a) and 14(a) shall be
20 deemed responsive to outstanding grand jury subpoenas issued to the defendant or any
21 of its related entities.

22 17. The United States agrees that when any person travels to the United States for
23 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or
24 for meetings with counsel in preparation therefor, the United States will take no action, based
25 upon any Relevant Offense, to subject such person to arrest, detention, or service of process,
26 or to prevent such person from departing the United States. This paragraph does not apply to
27 an individual's commission of perjury (18 U.S.C. § 1621), making false statements (18
28 U.S.C. § 1001), making false statements or declarations in grand jury or court proceedings

1 (18 U.S.C. § 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C.
2 §§ 401-402) in connection with any testimony or information provided or requested in any
3 Federal Proceeding.

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

12 **REPRESENTATION BY COUNSEL**

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

18 **VOLUNTARY PLEA**

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

24 **VIOLATION OF PLEA AGREEMENT**

25 21. The defendant agrees that, should the United States determine in good faith,
26 during the period that any Federal Proceeding is pending, that the defendant or any of its
27 related entities have failed to provide full and truthful cooperation, as described in Paragraph
28 13 of this Plea Agreement, or have otherwise violated any provision of this Plea Agreement,

1 the United States will notify counsel for the defendant in writing by personal or overnight
2 delivery or facsimile transmission, and may also notify counsel by telephone, of its intention
3 to void any of its obligations under this Plea Agreement (except its obligations under this
4 paragraph), and the defendant and its related entities shall be subject to prosecution for any
5 federal crime of which the United States has knowledge, including, but not limited to, the
6 substantive offenses relating to the investigation resulting in this Plea Agreement. The
7 defendant may seek Court review of any determination made by the United States under this
8 paragraph to void any of its obligations under the Plea Agreement. The defendant and its
9 related entities agree that, in the event that the United States is released from its obligations
10 under this Plea Agreement and brings criminal charges against the defendant or its related
11 entities for any offense referred to in Paragraph 15 of this Plea Agreement, the statute of
12 limitations period for such offense will be tolled for the period between the date of the
13 signing of this Plea Agreement and six (6) months after the date the United States gave notice
14 of its intent to void its obligations under this Plea Agreement.

15 22. The defendant understands and agrees that in any further prosecution
16 of it or its related entities resulting from the release of the United States from its obligations
17 under this Plea Agreement, because of the defendant's or its related entities' violation of the
18 Plea Agreement, any documents, statements, information, testimony, or evidence provided by
19 it or its related entities, or current or former directors, officers, or employees of it or its
20 related entities to attorneys or agents of the United States, federal grand juries, or courts, and
21 any leads derived therefrom, may be used against it or its related entities in any such further
22 prosecution. In addition, the defendant unconditionally waives its right to challenge the use
23 of such evidence in any such further prosecution, notwithstanding the protections of Fed. R.
24 Evid. 410.

25 **ENTIRETY OF AGREEMENT**

26 23. This Plea Agreement constitutes the entire agreement between the
27 United States and the defendant concerning the disposition of the criminal charge in this case.
28 This Plea Agreement cannot be modified except in writing, signed by the United States and

1 the defendant.

2 24. The undersigned is authorized to enter this Plea Agreement on behalf of the
3 defendant as evidenced by the Resolution of the Board of Directors of the defendant attached
4 to, and incorporated by reference in, this Plea Agreement.

5 25. The undersigned attorneys for the United States have been authorized
6 by the Attorney General of the United States to enter this Plea Agreement on behalf of the
7 United States.

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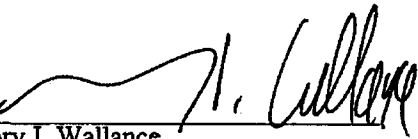
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26. A facsimile signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

AGREED

BY: 
Seki Hidehiko
Director
Epson Imaging Devices Corporation
3-101 Minami-Yoshikata
Tottori-Shi, Tottori-ken
680-8577 JAPAN

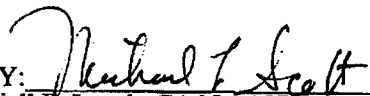
DATED: AUG 25, 2009

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Counsel for Epson Imaging Devices Corporation

DATED: August 24, 2009

BY: 
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Heather S. Tewksbury, CA No. 222202
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DATED: 9/15, 2009

EPSON IMAGING DEVICES CORPORATION
BOARD RESOLUTIONS

At the Meeting of the Board of Directors of Epson Imaging Devices Corporation held on August 25, 2009, the Board:

Resolved, that the execution, delivery and performance of the Plea Agreement between Epson Imaging Devices Corporation and the United States Department of Justice, in substantially the form attached hereto as Exhibit 1 (the "Plea Agreement"), is hereby approved;

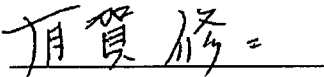
Resolved, that Mr. Hidehiko Seki, Director of Epson Imaging Devices Corporation is authorized, empowered and directed to execute and deliver the Plea Agreement in the name and on behalf of Epson Imaging Devices Corporation; and

Resolved, that Mr. Hidehiko Seki, Director of Epson Imaging Devices Corporation is authorized, empowered and directed to represent Epson Imaging Devices Corporation before any court or governmental agency in order to make statements and confirmations in accordance with the Plea Agreement.

CERTIFICATE

I, Shuji Aruga, President of Epson Imaging Devices Corporation, a company organized and existing under the laws of Japan, 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 Epson Imaging Devices Corporation, 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 at Toyoshina, Japan this 25th day of August, 2009 by



Shuji Aruga

President

Epson Imaging Devices Corporation