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

12  
13 UNITED STATES OF AMERICA ) No. CR 12-00309 RS  
14 v. ) **PLEA AGREEMENT**  
15 WOO JIN YANG aka EUGENE YANG, )  
16 Defendant. )  
17

18  
19 The United States of America and **Woo Jin Yang aka Eugene Yang** (“defendant”)  
20 hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal  
21 Rules of Criminal Procedure (“Fed. R. Crim. P.”):

22 **RIGHTS OF DEFENDANT**

- 23 1. The defendant understands his rights:  
24 (a) to be represented by an attorney;  
25 (b) to be charged by Indictment;  
26 (c) to plead not guilty to any criminal charge brought against him;  
27 (d) to have a trial by jury, at which he would be presumed not guilty of the  
28 charges and the United States would have to prove every essential element of the charged

PLEA AGREEMENT  
U.S. v. YANG

1 offenses beyond a reasonable doubt for him to be found guilty;

2 (e) to confront and cross-examine witnesses against him and to subpoena  
3 witnesses in his defense at trial;

4 (f) not to be compelled to incriminate himself;

5 (g) to appeal his convictions, if he is found guilty; and

6 (h) to appeal the imposition of sentence against him.

7 **AGREEMENT TO PLEAD GUILTY AND WAIVE CERTAIN RIGHTS**

8 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph  
9 1(b)-(g) above. The defendant also knowingly and voluntarily waives the right to file any  
10 appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal  
11 under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or 2255, that challenges the  
12 sentence imposed by the Court if that sentence is consistent with or below the recommended  
13 sentence in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by  
14 the Court. This agreement does not affect the rights or obligations of the United States as set  
15 forth in 18 U.S.C. § 3742(b) and (c). Nothing in this paragraph, however, shall act as a bar to the  
16 defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack  
17 respecting claims of ineffective assistance of counsel or prosecutorial misconduct. The  
18 defendant also knowingly and voluntarily waives the running of any statute of limitations from  
19 August 2011 through the filing of the Information, and such period of time shall not be included  
20 for the purpose of determining the statute of limitations, the doctrines of waiver, laches, or  
21 estoppel, the applicability of Fed. R. Crim. P. 48, or any statutory or constitutional right to a  
22 speedy trial or to the absence of pre-indictment delay. The defendant further states that the  
23 waivers in this paragraph are made after fully conferring with, and on the advice of, defendant's  
24 counsel, and are made for the defendant's benefit.

25 3. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive indictment and plead  
26 guilty to the charges in a four-count Information to be filed in the United States District Court for  
27 the Northern District of California. The Information charges the defendant with participating in  
28 conspiracies to suppress and eliminate competition by rigging optical disk drive ("ODD")

PLEA AGREEMENT  
U.S. v. YANG

1 procurement events hosted by Hewlett-Packard Company (“HP”) at various times between  
 2 approximately August 2006 and approximately February 2009, all in violation of the Sherman  
 3 Antitrust Act, 15 U.S.C. § 1.

4 4. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty to  
 5 the criminal charges described in Paragraph 3 above and will make a factual admission of guilt to  
 6 the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 5 below. The United  
 7 States agrees that at the arraignment, it will stipulate to the release of the defendant on his  
 8 personal recognizance, pursuant to 18 U.S.C. § 3142, pending the sentencing hearing in this case.

9 **FACTUAL BASIS FOR OFFENSES CHARGED**

10 5. The defendant is charged in Counts One through Four of the Information as  
 11 summarized below:

Information Count	Violation	HP Procurement Event Date	ODD Product
One	15 U.S.C. § 1 (Bid Rigging)	August 2006	HH PATA and SATA DVD-ROM
Two	15 U.S.C. § 1 (Bid Rigging)	May, August, and November 2008 & February 2009	HH SATA DVD-RW
Three	15 U.S.C. § 1 (Bid Rigging)	July & October 2008	12.7mm SATA DVD-RW
Four	15 U.S.C. § 1 (Bid Rigging)	Supplemental October 2008	12.7mm SATA DVD-RW

12 Had this case gone to trial, the United States would have presented evidence sufficient to prove  
 13 the following facts for each Sherman Act offense:  
 14

15 (a) For purposes of this Plea Agreement, the “relevant periods” are time  
 16 periods that fall between approximately August 2006 and approximately June 2009.

17 (b) During the relevant periods, the defendant was an employee of Hitachi LG  
 18 Data Storage, Inc. (“HLDS”), an entity organized and existing under the laws of Japan  
 19 with its principal place of business in Tokyo, Japan. HLDS is a joint venture between  
 20 Hitachi, Ltd., an entity organized and existing under the laws of Japan, and LG  
 21 Electronics, Inc., an entity organized and existing under the laws of the Republic of  
 22  
 23  
 24  
 25  
 26  
 27  
 28

1 Korea. Between August 2006 and August 2009, the defendant was an Account Manager  
2 with responsibility for the HP account. During the relevant periods, HLDS was engaged  
3 in the sale of ODDs in the United States and elsewhere. ODDs are devices that use laser  
4 light or electromagnetic waves to read and/or write data.

5 (c) During the relevant periods, the defendant participated in a series of  
6 conspiracies with other persons and entities engaged in the sale of ODDs. The primary  
7 purpose of each conspiracy was to rig ODD procurement events hosted by HP. In  
8 furtherance of these conspiracies, the defendant engaged in discussions and attended  
9 meetings with representatives of other major sellers of ODDs. During these discussions  
10 and meetings, agreements were reached to rig ODD procurement events hosted by HP.

11 (d) During the relevant periods, ODDs sold by one or more of the  
12 conspirator firms, and equipment and supplies necessary to the production and  
13 distribution of ODDs, as well as payments for ODDs, traveled in interstate and foreign  
14 commerce. The business activities of HLDS and co-conspirators in connection with the  
15 sale of ODDs that were the subjects of the conspiracies were within the flow of, and  
16 substantially affected, interstate and foreign trade and commerce.

17 **POSSIBLE MAXIMUM SENTENCE FOR SHERMAN ACT OFFENSES**

18 6. The defendant understands that the statutory maximum penalty that may be  
19 imposed against him upon conviction for a violation of Title 15, Section 1 is:

20 (a) a term of imprisonment for ten (10) years (15 U.S.C. § 1);

21 (b) a fine in an amount equal to the greatest of (1) \$1 million, (2) twice the  
22 gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross  
23 pecuniary loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18  
24 U.S.C. §§ 3571(b) and (d)); and

25 (c) a term of supervised release of three (3) years following any term of  
26 imprisonment. If the defendant violates any condition of supervised release, the  
27 defendant could be required to serve up to two (2) years in prison (18 U.S.C. §  
28

1 3559(a)(3); 18 U.S.C. § 3583(b)(2) and (e)(3); and United States Sentencing Guidelines  
2 (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) §5D1.2(a)(2)).

3 7. In addition, the defendant understands that, upon conviction for each violation of  
4 Title 15, Section 1:

5 (a) pursuant to U.S.S.G. § 5E1.1 or 18 U.S.C. §§ 3663(a)(3) or 3583(d), the  
6 Court may order him to pay restitution to the victims of the offense; and

7 (b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order the  
8 defendant to pay a \$100 special assessment for each count of conviction for the charged  
9 crimes.

10 **SENTENCING GUIDELINES**

11 8. The defendant understands that the Sentencing Guidelines are advisory, not  
12 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,  
13 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing  
14 sentence. The defendant understands that the Guidelines determinations will be made by the  
15 Court by a preponderance of the evidence standard. The defendant understands that although the  
16 Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its  
17 sentence must be reasonable based upon consideration of all relevant sentencing factors set forth  
18 in 18 U.S.C. § 3553(a). Pursuant to U.S.S.G. §1B1.8, the United States agrees that self-  
19 incriminating information that the defendant provides to the United States pursuant to this Plea  
20 Agreement will not be used in determining the defendant’s applicable Guidelines range, except  
21 to the extent provided in U.S.S.G. §1B1.8(b).

22 **SENTENCING AGREEMENT**

23 9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant  
24 agree that the appropriate disposition of this case is, and agree to recommend jointly that the  
25 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of  
26 \$25,000 payable in full before the fifteenth (15<sup>th</sup>) day after the date of judgment; a period of  
27 imprisonment of 180 days; no order of restitution; and no period of supervised release (“the  
28 recommended sentence”). The defendant agrees that he will not request that he be allowed to

PLEA AGREEMENT  
U.S. v. YANG



1 serve any part of his sentence in home detention, intermittent confinement, or community  
2 confinement. The United States will not object to the defendant's request that the Court make a  
3 recommendation to the Bureau of Prisons that the Bureau of Prisons designate that the defendant  
4 be assigned to a Federal Minimum Security Camp (and if possible, to the Federal Minimum  
5 Security Camp at Lompoc, California) to serve his sentence and that the defendant be released  
6 following the imposition of sentence to allow him to self-surrender to the assigned prison facility  
7 on a date specified by the Court at the sentencing hearing. The parties agree that there exists no  
8 aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into  
9 consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines  
10 justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree not to seek or support any  
11 sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that is not  
12 set forth in this Plea Agreement. The parties further agree that the recommended sentence set  
13 forth in this Plea Agreement is reasonable. The defendant understands that the Court will order  
14 him to pay a \$100 special assessment for each count of conviction pursuant to 18 U.S.C. §  
15 3013(a)(2)(A) in addition to any fine imposed.

16 10. The United States and the defendant agree that the applicable Guidelines fine and  
17 imprisonment ranges exceed the fine and term of imprisonment contained in the recommended  
18 sentence set out in Paragraph 9 above. Subject to the full, truthful, and continuing cooperation of  
19 the defendant, as defined in Paragraph 13 of this Plea Agreement, and prior to sentencing in this  
20 case, the United States agrees that it will make a motion, pursuant to U.S.S.G. § 5K1.1, for a  
21 downward departure from the Guidelines fine and imprisonment ranges in this case and will  
22 request that the Court impose the fine and term of imprisonment contained in the recommended  
23 sentence set out in Paragraph 9 of this Plea Agreement because of the defendant's substantial  
24 assistance in the government's investigation and prosecutions of violations of federal criminal  
25 law in the ODD industry.

26 11. Subject to the full, truthful, and continuing cooperation of the defendant as  
27 defined in Paragraph 13 of this Plea Agreement, and before sentencing in this case, the United  
28 States will fully advise the Court and the Probation Office of the fact, manner, and extent of the

PLEA AGREEMENT  
U.S. v. YANG

1 defendant's cooperation and his commitment to prospective cooperation with the United States's  
2 investigation and prosecutions, all material facts relating to the defendant's involvement in the  
3 charged offenses, and all other relevant conduct.

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

7 (a) If the Court does not accept the recommended sentence, the United States  
8 and the defendant agree that this Plea Agreement, except for Paragraph 12(b) below, shall  
9 be rendered void. Neither party may withdraw from this Plea Agreement, however,  
10 based on the type or location of the prison facility to which the defendant is assigned to  
11 serve his sentence.

12 (b) If the Court does not accept the recommended sentence, the defendant will  
13 be free to withdraw his guilty pleas (Fed. R. Crim. P. 11(c)(5) and (d)). If the defendant  
14 withdraws his guilty pleas, this Plea Agreement, the guilty pleas, and any statement made  
15 in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty pleas or  
16 this Plea 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 defendant  
19 agrees that, if he withdraws his guilty pleas pursuant to this subparagraph of this Plea  
20 Agreement, the statute of limitations period for any Relevant Offense, as defined in  
21 Paragraph 14 below, shall be tolled for the period between the date of the signing of this  
22 Plea Agreement and the date the defendant withdrew his guilty pleas or for a period of  
23 sixty (60) days after the date of the signing of this Plea Agreement, whichever period is  
24 greater. For a period of three (3) consecutive days following such a withdrawal of the  
25 guilty pleas under this subparagraph, the United States shall take no action, based upon  
26 either a Relevant Offense or any actual or alleged violation of this Plea Agreement, to  
27 revoke the defendant's release on his personal recognizance, to subject the defendant to  
28

1 service of process, arrest, or detention, or to prevent the defendant from departing the  
2 United States.

3 **DEFENDANT'S COOPERATION**

4 13. The defendant will cooperate fully and truthfully with the United States in the  
5 prosecution of this case, the conduct of the current federal investigation of violations of federal  
6 antitrust and related criminal laws involving the sale of ODDs in the United States and  
7 elsewhere, any other federal investigation resulting therefrom, and any litigation or other  
8 proceedings arising or resulting from any such investigation to which the United States is a party  
9 ("Federal Proceeding"). The full, truthful, and continuing cooperation of the defendant shall  
10 include, but not be limited to:

11 (a) producing in the United States and at other mutually agreed-upon  
12 locations all non-privileged documents, including claimed personal documents, and other  
13 materials, wherever located, in the possession, custody, or control of the defendant,  
14 requested by attorneys and agents of the United States;

15 (b) making himself available for interviews in the United States and at other  
16 mutually agreed-upon locations, not at the expense of the United States, upon the request  
17 of attorneys and agents of the United States;

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

22 (d) otherwise voluntarily providing the United States with any non-privileged  
23 material or information, not requested in (a) - (c) of this paragraph, that he may have that  
24 is related to any Federal Proceeding; and

25 (e) when called upon to do so by the United States in connection with any  
26 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the  
27 United States, fully, truthfully, and under oath, subject to the penalties of perjury (18  
28 U.S.C. § 1621), making false statements or declarations in grand jury or court

PLEA AGREEMENT  
U.S. v. YANG



1 proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401 - 402), and obstruction of  
2 justice (18 U.S.C. § 1503, *et seq.*).

3 **GOVERNMENT'S AGREEMENT**

4 14. Subject to the full, truthful, and continuing cooperation of the defendant, as  
5 defined in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of the guilty  
6 pleas called for by this Plea Agreement and the imposition of the recommended sentence, the  
7 United States will not bring further criminal charges against the defendant for any act or offense  
8 committed before the date of this Plea Agreement that was undertaken in furtherance of any  
9 antitrust conspiracy involving the sale of ODDs ("Relevant Offenses"). The nonprosecution  
10 terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal  
11 tax or securities laws, or to any crime of violence.

12 15. The United States agrees that when the defendant travels to the United States for  
13 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for  
14 meetings with counsel in preparation therefor, the United States will take no action, based upon  
15 any Relevant Offense, to subject the defendant to arrest, detention, or service of process, or to  
16 prevent the defendant from departing the United States. This paragraph does not apply to the  
17 defendant's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C. §  
18 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §  
19 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C. §§ 401 - 402) in  
20 connection with any testimony or information provided or requested in any Federal Proceeding.

21 16. (a) Subject to the full and continuing cooperation of the defendant, as  
22 described in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of the  
23 defendant's guilty pleas and imposition of sentence in this case, the United States agrees  
24 not to seek to remove the defendant from the United States under Sections 238 and 240 of  
25 the Immigration and Nationality Act, 8 U.S.C. §§ 1228 and 1229a, based upon the  
26 defendant's guilty pleas and convictions in this case, should the defendant apply for or  
27 obtain admission to the United States as a nonimmigrant (hereinafter referred to as the  
28 "agreement not to seek to remove the defendant"). The agreement not to seek to remove

1 the defendant is the equivalent of an agreement not to exclude the defendant from  
2 admission to the United States as a nonimmigrant or to deport the defendant from the  
3 United States. (Immigration and Nationality Act, § 240(e)(2), 8 U.S.C. § 1229a(e)(2)).

4 (b) The Antitrust Division of the United States Department of Justice has  
5 consulted with United States Immigration and Customs Enforcement (“ICE”) on behalf  
6 of the United States Department of Homeland Security (“DHS”). ICE, on behalf of DHS  
7 and in consultation with the United States Department of State, has agreed to the  
8 inclusion in this Plea Agreement of this agreement not to seek to remove the defendant.  
9 The Secretary of DHS has delegated to ICE the authority to enter this agreement on  
10 behalf of DHS.

11 (c) The United States and the defendant note that the defendant has been  
12 lawfully admitted to the United States for permanent residence. As part of this Plea  
13 Agreement, however, the defendant voluntarily, willingly and affirmatively will abandon  
14 lawful permanent resident status, including the completion and submission of DHS Form  
15 I-407 (Abandonment of Lawful Permanent Resident Status), and forever waive any right  
16 to appear before an Immigration Judge for a hearing concerning his abandonment of  
17 lawful permanent resident status in the United States. His loss of permanent resident  
18 status will take effect upon the entry of judgment in this case, and the defendant will  
19 surrender his permanent resident card (INS Form I-551) to the United States Attorney  
20 upon entry of judgment. The defendant further agrees that he will depart the United  
21 States no more than seven (7) days after the entry of judgment. If the defendant fails to  
22 depart the United States within seven days after the entry of judgment, he may be subject  
23 to detention by ICE and removal. Subparagraph (f) of this Paragraph addresses the  
24 defendant’s ability to acquire permanent resident status again in the future.

25 (d) So that the defendant will be able to obtain any nonimmigrant visa that he  
26 may need to travel to the United States, DHS and the Visa Office, United States  
27 Department of State, have concurred in the granting of a nonimmigrant waiver of the  
28 defendant’s inadmissibility. This waiver will remain in effect so long as this agreement

1 not to seek to remove the defendant remains in effect. While the waiver remains in  
2 effect, the Department of State will not deny the defendant's application for a  
3 nonimmigrant visa on the basis of the defendant's guilty pleas and convictions in this  
4 case, and DHS will not deny his application for admission as a nonimmigrant on the basis  
5 of his guilty pleas and convictions in this case. The defendant must still, however,  
6 comply with all the relevant requirements for any nonimmigrant visa for which he may  
7 want to apply, including, for work-related nonimmigrant visas, any requirement  
8 concerning the filing of a nonimmigrant worker visa petition. This nonimmigrant waiver  
9 only applies to applications for entry as a nonimmigrant. DHS does not agree to waive  
10 any grounds of removability on an application for an immigrant visa.

11 (e) This agreement not to seek to remove the defendant will remain in effect  
12 so long as the defendant:

13 (i) acts and has acted consistently with his cooperation obligations  
14 under this Plea Agreement;

15 (ii) is not convicted of any felony under the laws of the United States  
16 or any state, other than the convictions resulting from the defendant's guilty pleas  
17 under this Plea Agreement or any conviction under the laws of any state resulting  
18 from conduct constituting an offense subject to this Plea Agreement;

19 (iii) does not engage in any other conduct that would warrant his  
20 removal from the United States under the Immigration and Nationality Act; and

21 (iv) surrenders his INS Form I-551 and departs the United States as  
22 required in subparagraph (c) of this Paragraph.

23 The defendant understands that should the Antitrust Division become aware that the  
24 defendant has violated any of these conditions, the Antitrust Division will notify DHS.  
25 DHS will then determine, in consultation with the Antitrust Division, whether to rescind  
26 this agreement not to seek to remove the defendant.

27 (f) The defendant may obtain the status of an alien lawfully admitted for  
28 permanent residence once again only in accordance with the Immigration and Nationality

1 Act. Since the law relating to waivers of inadmissibility for immigrants is different from  
2 the law for nonimmigrant waivers, the grant of a nonimmigrant waiver under this Plea  
3 Agreement does not bind the United States to grant any immigrant waiver. The  
4 defendant may obtain an immigrant waiver only if he qualifies for the waiver under the  
5 Immigration and Nationality Act and the related regulations.

6 (g) The defendant agrees to notify the Assistant Attorney General of the  
7 Antitrust Division should the defendant be convicted of any other felony under the laws  
8 of the United States or of any state.

9 (h) Should the United States rescind this agreement not to seek to remove the  
10 defendant because of the defendant's violation of a condition of this Plea Agreement, the  
11 defendant irrevocably waives his right to contest his removal from the United States  
12 under the Immigration and Nationality Act on the basis of his abandonment of his  
13 permanent residence status or of his guilty pleas and convictions in this case, but retains  
14 his right to notice of removal proceedings. The defendant retains his right to contest a  
15 charge that he is either inadmissible or deportable for reasons other than his abandonment  
16 of permanent resident status or his guilty pleas and convictions in this case.

17 (i) The defendant is aware that certain provisions of the Internal Revenue  
18 Code relate to the tax consequences of the loss of permanent resident status (including,  
19 but not limited, to 26 U.S.C. §§ 877, 2107, 2501, and 6039G), and understands, after  
20 consulting with his attorney, that this Plea Agreement does not relieve him of any tax  
21 consequences of his abandonment of permanent resident status.

22 17. The defendant understands that he may be subject to administrative action by  
23 federal or state agencies other than the United States Department of Justice, Antitrust Division,  
24 based upon the convictions resulting from this Plea Agreement, and that this Plea Agreement in  
25 no way controls whatever action, if any, other agencies may take, except for the actions by DHS  
26 listed above in Paragraph 16. However, the Antitrust Division agrees that, if requested, it will  
27 advise the appropriate officials of any governmental agency considering such administrative  
28

1 action of the fact, manner, and extent of the cooperation of the defendant as a matter for that  
2 agency to consider before determining what administrative action, if any, to take.

3 **REPRESENTATION BY COUNSEL**

4 18. The defendant has reviewed all legal and factual aspects of this case with his  
5 attorney and is fully satisfied with his attorney's legal representation. The defendant has  
6 thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory  
7 explanations from his attorney concerning each paragraph of this Plea Agreement and  
8 alternatives available to the defendant other than entering into this Plea Agreement. After  
9 conferring with his attorney and considering all available alternatives, the defendant has made a  
10 knowing and voluntary decision to enter into this Plea Agreement.

11 **VOLUNTARY PLEA**

12 19. The defendant's decision to enter into this Plea Agreement and to tender guilty  
13 pleas is freely and voluntarily made and is not the result of force, threats, assurances, promises,  
14 or representations other than the representations contained in this Plea Agreement. The United  
15 States has made no promises or representations to the defendant as to whether the Court will  
16 accept or reject the recommendations contained within this Plea Agreement.

17 **VIOLATION OF PLEA AGREEMENT**

18 20. The defendant agrees that, should the United States determine in good  
19 faith, during the period that any Federal Proceeding is pending, that the defendant has failed to  
20 provide full, truthful, and continuing cooperation, as defined in Paragraph 13 of this Plea  
21 Agreement, or has otherwise violated any provision of this Plea Agreement, the United States  
22 will notify the defendant or his counsel in writing by personal or overnight delivery or facsimile  
23 transmission and may also notify his counsel by telephone of its intention to void any of its  
24 obligations under this Plea Agreement (except its obligations under this paragraph), and the  
25 defendant shall be subject to prosecution for any federal crime of which the United States has  
26 knowledge including, but not limited to, the substantive offenses relating to the investigation  
27 resulting in this Plea Agreement. The defendant may seek Court review of any determination  
28 made by the United States under this Paragraph to void any of its obligations under this Plea

PLEA AGREEMENT  
U.S. v. YANG



1 Agreement. The defendant agrees that, in the event that the United States is released from its  
2 obligations under this Plea Agreement and brings criminal charges against the defendant for any  
3 Relevant Offense, the statute of limitations period for such offense shall be tolled for the period  
4 between the date of the signing of this Plea Agreement and six (6) months after the date the  
5 United States gave notice of its intent to void its obligations under this Plea Agreement.

6 21. The defendant understands and agrees that in any further prosecution of him  
7 resulting from the release of the United States from its obligations under this Plea Agreement  
8 based on the defendant's violation of this Plea Agreement, any documents, statements,  
9 information, testimony, or evidence provided by him to attorneys or agents of the United States,  
10 federal grand juries, or courts, and any leads derived therefrom, may be used against him in any  
11 such further prosecution. In addition, the defendant unconditionally waives his right to challenge  
12 the use of such evidence in any such further prosecution, notwithstanding the protections of Fed.  
13 R. Evid. 410.

14 22. The defendant agrees to and adopts as his own the factual statements contained in  
15 Paragraph 5 above. In the event that the defendant breaches the Plea Agreement, the  
16 defendant agrees that the Plea Agreement, including the factual statements contained in  
17 Paragraph 5 above, provides a sufficient basis for any possible future extradition request  
18 that may be made for his return to the United States to face charges either in the Information  
19 referenced in Paragraph 3 of this Plea Agreement or in any related indictment arising from the  
20 factual statements contained in Paragraph 5. The defendant further agrees not to oppose or  
21 contest any request for extradition by the United States to face charges either in the Information  
22 referenced in Paragraph 3 of this Plea Agreement or in any related indictment arising from the  
23 factual statements contained in Paragraph 5.

24 **ENTIRETY OF AGREEMENT**

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

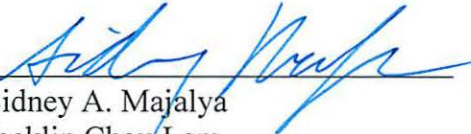
28 24. The undersigned attorneys for the United States have been authorized by the

PLEA AGREEMENT  
U.S. v. YANG

1 Attorney General of the United States to enter this Plea Agreement on behalf of the United  
2 States.

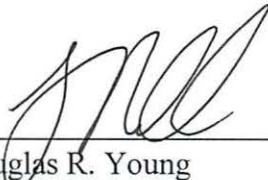
3 25. A facsimile or PDF signature shall be deemed an original signature for the  
4 purpose of executing this Plea Agreement. Multiple signature pages are authorized for the  
5 purpose of executing this Plea Agreement.

6  
7 BY:   
8 Woo Jin Yang

9  
10 BY:   
11 Sidney A. Majalya  
12 Jacklin Chou Lem  
13 Manish Kumar  
14 Trial Attorneys  
15 U.S. Department of Justice  
16 Antitrust Division

17 Dated: May 8, 2012.

18 Dated: May 8, 2012

19  
20 BY:   
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PLEA AGREEMENT  
U.S. v. YANG