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UNITED STATES OF AMERICA,
Plaintiff,

v.

YOUNG & RUBICAM INC.
Defendant

Criminal No. N-89-68(PCD)

PLEA AGREEMENT

...

The following will set forth the complete agreement between you, your client, Young & Rubicam Inc. ("Y&R"), and the United States Attorney's Office for the District of Connecticut ("the Government"), concerning the disposition of certain matters involving your client in the above-referenced case.

Pursuant to F.R.Crim.P. 11(e)(1)(B), the Government requests that the Court impose sentence as outlined in this Plea Agreement, and Y&R concurs in that request. Y&R and the Government understand that pursuant to F.R.Crim.P. 11(e)(1)(B) and 11(e)(2), this request is not binding on the

Court and the defendant has no right to withdraw its plea of guilty should the Court not accept this request.

R. John Cooper, as an executive vice-president of Y&R is authorized by a corporate resolution adopted by the holders of a majority of the voting shares of Y&R to act on behalf of Y&R for the purposes of the entry of a guilty plea, sentencing, and associated matters.

Y&R agrees to waive Indictment and enter a plea of guilty to a One Count Criminal Information filed simultaneously herewith, charging it with violating Title 18, United States Code, Section 371, in connection with conspiring to violate the Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-2. Y&R understands that the maximum penalty under Title 18, United States Code, Section 371 is a statutory fine of \$10,000.

Since the charge contained in the Information is a felony committed after December 31, 1984, Y&R is subject to the alternative fine provisions of Title 18, United States Code, Section 3571. Instead of the amount of fine specified in the law setting forth the offense, the Court may sentence your client to pay a fine of \$500,000.00. Section 3571 also provides that if a defendant derived pecuniary gain from the offense, or if the offense resulted in pecuniary loss to another person, the defendant may be fined not more [than] the greater of twice the gross gain or twice the gross loss. To summarize, the maximum fine that may be imposed is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss to others resulting from the offense; (3) \$500,000.00, or (4) the amount specified in the statute setting forth the offense.

In addition, because the charge is a felony committed after November 10, 1984, Y&R will be obligated by Title 18, United States Code, Section 3013 to pay a special assessment of \$200.00.

The Government and Y&R agree that the appropriate disposition of this case is a sentence imposing a fine of \$500,000.00.

Y&R and the Government agree that Y&R will make payment of such a fine within 30 days of the Court's order. Y&R and the Government further agree that if Y&R fails to make the above payment within 30 days from the date of the Court's order, Y&R shall pay, in addition to the outstanding fine amount owed, the interest accrued on that amount, such interest to be computed at the prevailing rate, accrued from the date this agreement is filed in Court to the day final payment is made.

Y&R understands that the Court may make other orders of

restitution under the provisions of the Victim and Witness Protection Act, Title 18, United States Code, Section 3579.

Any order of restitution would have the effect of a civil judgment against your client.

It is expressly understood that the Government will discuss the facts of this case with the United States Probation [O]fficer assigned to prepare a pre-sentence investigation report if one is ordered, and will provide the United States Probation Officer with access to its file, with the exception of grand jury material.

Y&R acknowledges it is entering into this agreement and is pleading guilty freely and voluntarily because it is guilty, without reliance upon any discussions between the Government and itself and its attorney (other than those described in this letter), without promise of benefit of any kind (other than the concessions contained in this letter), and without threat, force, intimidation or coercion of any kind. Your client further acknowledges its understanding of the nature of the offense to which it is pleading guilty, including the penalty provided by law. Your client further acknowledges its complete satisfaction with the representation and advice received from its undersigned attorney.

Y&R also understands that it has the right to have the facts of this case presented to a federal grand jury, consisting of between sixteen and twenty-three citizens, twelve of whom would have to find probable cause to believe that your client committed the offenses set forth in the Criminal Information before an indictment could be returned.

Y&R also understands that if the grand jury did return an indictment against it, it would have the right to be tried by a jury, with the assistance of counsel, the right to confront and cross-examine the witnesses against it, and the right to compulsory process for the attendance of witnesses to testify in its defense. Y&R further understands that by pleading guilty it waives and gives up those rights and there will be no trial. Y&R further understands that if it pleads guilty, the Court may ask it questions about the offense. Y&R also understands that it will be adjudicated guilty of the offense to which it has pleaded guilty.

It is expressly understood that this plea of guilty is in complete satisfaction of any Federal Criminal liability that Y&R and its present and former officers, managers, directors and employees (with the exception of Steven M. McKenna) may have arising out of the facts underlying this information.

Finally, Y&R acknowledges and understands the following:

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1. That this agreement is limited to the Office of the United States Attorney for the District of Connecticut and cannot bind any other federal authority or any state or local authority.

2. That no representations have been made to the defendant with respect to any civil or administrative consequences that may result from its plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved.

3. That this agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving the defendant.

4. That no promises, agreements, or conditions have been entered into other than those set forth in this letter, and none will be entered into unless it is set forth in a writing signed by all parties.

This agreement shall be presented to the Court, in open court, and filed in this case.

Very truly yours,

STANLEY A. TWARDY, JR.
UNITED STATES ATTORNEY

ROBERT J. LYNN/s/
ASSISTANT UNITED STATES ATTORNEY

ROBERT W. WERNER/s/
ASSISTANT UNITED STATES ATTORNEY

R. John Cooper, Executive Vice-President and General

Counsel of Y&R certifies that he has read this plea agreement and that he fully understands and accepts its terms, on behalf of Y&R.

R. JOHN COOPER/s/
February 9, 1990

On behalf of Young & Rubicam Inc.

THOMAS D. BARR/s/
Attorney for Young & Rubicam Inc.
February 9, 1990

**WRITTEN CONSENT OF
A MAJORITY OF THE HOLDERS
OF THE VOTING SHARES OF
YOUNG & RUBICAM INC.
IN LIEU OF MEETING**

The undersigned, being a majority of the holders of the voting shares of Young & Rubicam Inc., do hereby consent and agree to the adoption of the following resolution:

Resolved that R. John Cooper is hereby authorized to enter a plea of guilty on behalf of the Company to a criminal information filed on or about February 9, 1990, in the case of United States of America v. Young & Rubicam Inc., et al., U.S.D.C., D. Conn., Case No. N-89-68 (PCD).

In witness whereof, we have hereunto affixed our signatures this 9th day of February, 1990.

Alexander Kroll/s/
Alan Sheldon/s/

Peter Georgescu/s/
Arthur R. Klein/s/

R. John Cooper/s/