

NORA MANELLA  
United States Attorney  
SHARON McCASLIN  
Assistant United States Attorney  
1200 United States Courthouse  
312 North Spring Street  
Los Angeles, California 90012  
Telephone: (213) 894-2273

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RICHARD B. COHEN  
WILLIAM P. NICHOLSON  
PHILLIP R. MALONE  
Trial Attorneys  
Antitrust Division  
U.S. Department of Justice  
450 Golden Gate Avenue  
Box 36046, 10th Floor  
San Francisco, California 94102  
Telephone: (415) 556-6300

Attorneys for Petitioner  
United States of America

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA	)	
	)	CR.
v.	)	
	)	RULE 11(e)(1)(B) PLEA AGREEMENT
JOHN P. CASSEL.	)	BETWEEN THE UNITED STATES OF
	)	AMERICA AND JOHN P. CASSEL
Defendant.	)	
	)	
_____	)	

The United States of America and JOHN CASSEL hereby enter into the following plea agreement pursuant to Rule 11(e)(1)(B) of the Federal Rules of Criminal Procedure (Fed. R. Crim. P.)

1. The Defendant agrees to plead guilty to a one-count Information, to be filed in the United States District Court for the Central District of California, which charges that the

Defendant, during the period January 1991 through September 1991, participated in a conspiracy to fix prices for the sale of small press hard alloy ("SPHA") aluminum extrusions to customers located throughout the United States in violation of the Sherman Act, 15 U.S.C. § 1.

2. The Defendant understands that the maximum penalty for an individual convicted under 15 U.S.C. § 1 for a crime that took place after November 16, 1990, is three (3) years imprisonment and the greater of: (a) three-hundred fifty thousand dollars (\$350,000), (b) twice the gross gain the individual derived from the crime, or (c) twice the gross loss caused to the victims of the crime. 18 U.S.C. § 3571(a)(d).

3. The Defendant understands that a mandatory \$50 special assessment will be imposed. 18 U.S.C. § 3013(a)(2)(A) .

4. The United States and the Defendant agree and stipulate that the sentence to be imposed for this offense is governed by the United States Sentencing Commission, Guidelines Manual (Nov. 1990) ("1990 Guidelines"), Section 2R1.1., and that the "volume of commerce" for Guidelines' calculation purposes is \$14.5 million.

5. The Defendant waives any defenses that he might have to the Information described in paragraph 1. The Defendant also waives indictment pursuant to Fed. R. Crim. P. 7(b).

6. The United States and the Defendant reserve the right to allocute at the time of sentencing to advise the court of the facts, circumstances and significance of the offense pursuant to Fed. R. Crim. P. 32(a)(1). The United States reserves the right to provide the Court and the United States Probation Office statements of facts related to the criminal conduct for which the Defendant was responsible and further reserves the right to correct and comment upon

any misstatements of fact made by the Defendant or his attorneys in the course of the presentencing investigation, the sentencing, or other proceeding.

7. The Defendant understands that the sentence to be imposed upon him is within the sole discretion of the sentencing judge, the United States makes no promise or representation as to what sentence he will receive, and regardless of the Court's sentence, he will not have the right to withdraw his guilty plea.

8. The Defendant is the principal owner of Pioneer Aluminum, Inc. The Defendant agrees that any fine imposed on him should not offset any fine imposed on Pioneer Aluminum, Inc. in a related case based on the same conduct described in Paragraph 1.

9. The defendant agrees to make himself available to the United States for interviews, grand jury testimony, and trial testimony upon reasonable request by the United States Department of Justice, Antitrust Division. The Defendant agrees to give complete, truthful, and accurate information and testimony at all times. This is the essence of the agreement. If the Defendant withdraws from this agreement, fails to make himself available for interviews or as a witness before the grand jury or at trial as reasonably requested, or otherwise violates any provision of the agreement, this agreement shall be null and void and shall not prevent the United States from prosecuting the Defendant for any crimes.

10. Subject to the full and continuing cooperation of the Defendant, as described above, the United States agrees that no additional federal criminal charges will be filed against him for violations of 15 U.S.C. § 1, 18 U.S.C § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), or 18 U.S.C § 1001 (false statements), or for any violation of any other federal statutes relating to collusive or anti-competitive activities by the Defendant in the pricing and sales of SPHA aluminum extrusions which occurred prior to the execution of this agreement.

11. The United States will not seek restitution in this case because the victims are not readily identifiable and the appropriate amount of restitution cannot be accurately calculated.

12. The Defendant understands that this agreement does not bind state or local prosecuting authorities. The United States agrees that if requested, it will bring the Defendant's cooperation to the attention of the prosecuting office.

13. The Defendant understands that this agreement does not prohibit the United States or any third party from initiating or prosecuting any civil proceedings directly or indirectly involving the Defendant.

14. The Defendant understands that he may be subject to administrative action by federal, state, or local agencies other than the Antitrust Division of the Department of Justice, as a result of his guilty plea entered pursuant to this agreement, and that this plea agreement in no way controls whatever action, if any, such agencies take. If requested by the agency, the United States will inform the agency of the facts of, and resulting from, this case that may be relevant to that agency's decision about whether to take action, or what action to take.

15. The Defendant and the United States each represents and warrants that it has the full right, power, and authority to execute and deliver this agreement and that no approval or authorization by any other person or entity is required for the agreement to be binding on each party.

16. This plea agreement constitutes the entire agreement between the United States and the Defendant concerning the disposition of charges in this case. No additional promises, agreements, or conditions have been entered into other than those set forth herein and none will be entered into unless in writing and signed by all the parties.

Dated this \_\_\_\_\_ day of May, 1995.

FOR THE UNITED STATES

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Richard B. Cohen  
William P. Nicholson  
Phillip R. Malone  
Trial Attorneys  
Antitrust Division

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John P. Cassel

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Forrest Bannan, Esq.  
Counsel for John Cassel