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

11 UNITED STATES OF AMERICA)

12 v.)

13 CHANG SUK CHUNG,)

14 Defendant.)

Case No. CR 09-0044 SI

15
16 **PLEA AGREEMENT**

17 The United States of America and Chang Suk Chung ("defendant") hereby enter into the
18 following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal
19 Procedure ("Fed. R. Crim. P."):

20 **RIGHTS OF DEFENDANT**

21 1. The defendant understands his rights:

22 (a) to be represented by an attorney;

23 (b) to be charged by Indictment;

24 (c) as a citizen and resident of the Republic of Korea, to decline to accept
25 service of the Summons in this case, and to contest the jurisdiction of the United States to
26 prosecute this case against him in the United States District Court for the Northern
27 District of California;

28 (d) to plead not guilty to any criminal charge brought against him;

PLEA AGREEMENT -- CHANG SUK CHUNG -- 1

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

4 (f) to confront and cross-examine witnesses against him and to
5 subpoena witnesses in his defense at trial;

6 (g) not to be compelled to incriminate himself;

7 (h) to appeal his conviction, if he is found guilty; and

8 (I) to appeal the imposition of sentence against him.

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

11 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph
12 1(b)-(h) above, including all jurisdictional defenses to the prosecution of this case, and agrees
13 voluntarily to consent to the jurisdiction of the United States to prosecute this case against him in
14 the United States District Court for the Northern District of California. The defendant also
15 knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other
16 writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under
17 28 U.S.C. § 2241 or 2255, that challenges the sentence imposed by the Court if that sentence is
18 consistent with or below the recommended sentence in Paragraph 8 of this Plea Agreement,
19 regardless of how the sentence is determined by the Court. This agreement does not affect the
20 rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c)). Nothing in
21 this paragraph, however, shall act as a bar to the defendant perfecting any legal remedies he may
22 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of
23 counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive
24 indictment and plead guilty at arraignment to a one-count Information to be filed in the United
25 States District Court for the Northern District of California. The Information will charge that
26 beginning on or about September 21, 2001, and continuing until on or about June 1, 2006, LG
27 Philips LCD Co., Ltd. ("LG Philips") and coconspirators participated in a conspiracy to suppress
28 and eliminate competition by fixing the prices of thin-film transistor liquid crystal display panels

1 (“TFT-LCD”) sold in the United States and elsewhere, in violation of the Sherman Antitrust Act,
2 15 U.S.C. § 1. The Information will further charge that the defendant, as an executive of LG
3 Philips, joined and participated in the charged conspiracy beginning on or about September 21,
4 2001 and continuing until on or about June 1, 2006.

5 3. The defendant, pursuant to the terms of this Plea Agreement, will
6 plead guilty to the criminal charge described in Paragraph 2 above and will make a factual
7 admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph
8 4, below. The United States agrees that at the arraignment, it will stipulate to the release of the
9 defendant on his personal recognizance, pursuant to 18 U.S.C. § 3142, pending the sentencing
10 hearing in this case.

11 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

14 (a) For purposes of this Plea Agreement, the “relevant period” is
15 that period from on or about September 21, 2001, to on or about June 1, 2006. During
16 most of the relevant period, the defendant was Vice President of Monitor Sales of LG
17 Philips, an entity organized and existing under the laws of the Republic of Korea, and
18 with its principal place of business in Seoul, Korea. During the relevant period, LG
19 Philips was a producer of TFT-LCD and was engaged in the sale of TFT-LCD in the
20 United States and elsewhere. TFT-LCD are glass panels composed of an array of tiny
21 pixels that are electronically manipulated in order to display images. TFT-LCD are
22 manufactured in a broad range of sizes and specifications for use in televisions, notebook
23 computers, desktop monitors, mobile devices, and other applications.

24 (b) During the relevant period, the defendant participated in a conspiracy
25 with other persons and entities engaged in the manufacture and sale of TFT-LCD, the
26 primary purpose of which was to fix the price of TFT-LCD sold in the United States and
27 elsewhere. In furtherance of the conspiracy, the defendant engaged in conversations and
28 attended meetings with representatives of other major TFT-LCD producing firms. During

1 such meetings and conversations, agreements were reached to fix the price of TFT-LCD
 2 to be sold in the United States and elsewhere. The defendant was also aware of the
 3 existence of the conspiracy among the employees and officers of LG Philips, and that
 4 these employees and officers were engaged in conversations and attended meetings,
 5 including group meetings commonly referred to by the participants as "crystal meetings,"
 6 with representatives of other major TFT-LCD producing firms. The defendant was aware
 7 that during such meetings and conversations, agreements were reached to fix the price of
 8 TFT-LCD to be sold in the United States and elsewhere. The defendant was a manager or
 9 supervisor in the conspiracy, which involved at least five participants.

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

17 (d) Acts in furtherance of this conspiracy were carried out within the
 18 Northern District of California. TFT-LCD that were the subjects of the conspiracy were
 19 sold by one or more of the conspirators to customers in this District.

20 POSSIBLE MAXIMUM SENTENCE

21 5. The defendant understands that the statutory maximum penalty which may be
 22 imposed against him upon conviction for a violation of Section One of the Sherman Antitrust Act
 23 is:

- 24 (a) a term of imprisonment for ten (10) years (15 U.S.C. § 1);
- 25 (b) a fine in an amount equal to the greatest of (1) \$1 million, (2) twice the
- 26 gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross
- 27 pecuniary loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18
- 28 U.S.C. § 3571(b) and (d)); and

1 (c) a term of supervised release of three (3) years following any term of
2 imprisonment. If the defendant violates any condition of supervised release, the
3 defendant could be imprisoned for up to two (2) years (18 U.S.C. § 3559(a)(3); 18 U.S.C.
4 § 3583(b)(2) and (e)(3); and United States Sentencing Guidelines ("U.S.S.G.,"
5 "Sentencing Guidelines," or "Guidelines") § 5D1.2(a)(2)).

6 6. In addition, the defendant understands that:

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

9 (b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order the
10 defendant to pay a \$100.00 special assessment upon conviction for the charged crime.

11 **SENTENCING GUIDELINES**

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

20 **SENTENCING AGREEMENT**

21 8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant
22 agree that the appropriate disposition of this case is, and agree to recommend jointly that the
23 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of
24 \$25,000 payable in full before the ninetieth (90th) day after the date of judgment, with interest
25 accruing under 18 U.S.C. § 3612(f)(1)-(2); a period of imprisonment of seven months; no order
26 of restitution; and no period of supervised release ("the recommended sentence"). The defendant
27 agrees that he will not request that he be allowed to serve any part of his sentence in home
28 detention, intermittent confinement, or community confinement. The United States will not

1 object to the defendant's request that the Court make a recommendation to the Bureau of Prisons
2 that the Bureau of Prisons designate that the defendant be assigned to a Federal Minimum
3 Security Camp (and specifically to the Lompoc Prison Camp in Lompoc, California) to serve his
4 sentence and that the defendant be released following the imposition of sentence to allow him to
5 self-surrender to the assigned prison facility on a specified date. The parties agree that there
6 exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken
7 into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines
8 justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or support any
9 sentence other than the recommended sentence set forth in Paragraph 8. The parties further agree
10 that the recommended sentence set forth in this Plea Agreement is reasonable. The defendant
11 understands that the Court will order him to pay a \$100 special assessment pursuant to 18 U.S.C.
12 § 3013(a)(2)(A) in addition to any fine imposed.

13 9. The United States and the defendant agree that, pursuant to U.S.S.G. § 5E1.1(b),
14 defendant should not be ordered to pay restitution in light of the civil cases filed against LG
15 Display Co., Ltd., defendant's current employer and formerly LG Philips, including *In re TFT-*
16 *LCD (Flat Panel) Antitrust Litigation, No. —07-1827 SI*, consolidated in the United States
17 District Court, Northern District of California, which potentially provide for a recovery of a
18 multiple of actual damages.

19 10. The United States and the defendant agree that the applicable Guidelines fine and
20 imprisonment ranges exceed the fine and term of imprisonment contained in the recommended
21 sentence set out in Paragraph 8 above. Subject to the full and continuing cooperation of the
22 defendant, as described in Paragraph 13 of this Plea Agreement, and prior to sentencing in this
23 case, the United States agrees that it will make a motion, pursuant to U.S.S.G. § 5K1.1, for a
24 downward departure from the Guidelines fine and imprisonment range(s) in this case and will
25 request that the Court impose the fine and term of imprisonment contained in the recommended
26 sentence set out in Paragraph 8 of this Plea Agreement because of the defendant's substantial
27 assistance in the government's investigation and prosecutions of violations of federal criminal
28 law in the TFT-LCD industry.

1 11. Subject to the ongoing, full, and truthful cooperation of the defendant
2 described in Paragraph 13 of this Plea Agreement, and before sentencing in the case, the United
3 States will fully advise the Court and the Probation Office of the fact, manner, and extent of the
4 defendant's cooperation and his commitment to prospective cooperation with the United States'
5 investigation and prosecutions, all material facts relating to the defendant's involvement in the
6 charged offense, and all other relevant conduct.

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

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

15 (b) If the Court does not accept the recommended sentence, the defendant will
16 be free to withdraw his guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the defendant
17 withdraws his plea of guilty, this Plea Agreement, the guilty plea, and any statement made
18 in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty plea or
19 this Plea Agreement or made in the course of plea discussions with an attorney for the
20 government shall not be admissible against the defendant in any criminal or civil
21 proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, the defendant
22 agrees that, if he withdraws his guilty plea pursuant to this subparagraph of the Plea
23 Agreement, the statute of limitations period for any Relevant Offense, as defined in
24 Paragraph 14 below, will be tolled for the period between the date of the signing of the
25 Plea Agreement and the date the defendant withdrew his guilty plea or for a period of
26 sixty (60) days after the date of the signing of the Plea Agreement, whichever period is
27 greater. For a period of three (3) consecutive days following such a withdrawal of the
28 guilty plea under this subparagraph, the United States shall take no action, based upon

1 either a Relevant Offense or any actual or alleged violation of the Plea Agreement, to
2 revoke the defendant's release on his personal recognizance, to subject the defendant to
3 service of process, arrest, or detention, or to prevent the defendant from departing the
4 United States.

5 **DEFENDANT'S COOPERATION**

6 13. The defendant will cooperate fully and truthfully with the United
7 States in the prosecution of this case, the conduct of the current federal investigation of violations
8 of federal antitrust and related criminal laws involving the manufacture or sale of TFT-LCD in
9 the United States and elsewhere, any other federal investigation 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 of
12 the defendant shall include, but not be limited to:

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

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

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

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

27 (e) when called upon to do so by the United States in connection with any
28 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the

1 United States fully, truthfully, and under oath, subject to the penalties of perjury (18
2 U.S.C. § 1621), making false statements or declarations in grand jury or court
3 proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401 - 402), and obstruction of
4 justice (18 U.S.C. § 1503, *et seq.*).

5 **GOVERNMENT'S AGREEMENT**

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

15 15. The United States agrees that when the defendant travels to the United States for
16 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for
17 meetings with counsel in preparation therefor, the United States will take no action, based upon
18 any Relevant Offense, to subject the defendant to arrest, detention, or service of process, or to
19 prevent the defendant from departing the United States. This paragraph does not apply to the
20 defendant's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C. §
21 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §
22 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C. §§ 401 - 402) in
23 connection with any testimony or information provided or requested in any Federal Proceeding.

24 16. (a) Subject to the full and continuing cooperation of the defendant,
25 as described in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of
26 the defendant's guilty plea and imposition of sentence in this case, the United States
27 agrees not to seek to remove the defendant from the United States under Sections 238 and
28 240 of the Immigration and Nationality Act, 8 U.S.C. §§ 1228 and 1229a, based upon the

1 defendant's guilty plea and conviction in this case, should the defendant apply for or
2 obtain admission to the United States as a nonimmigrant (hereinafter referred to as the
3 "agreement not to seek to remove the defendant"). The agreement not to seek to remove
4 the defendant is the equivalent of an agreement not to exclude the defendant from
5 admission to the United States as a nonimmigrant or to deport the defendant from the
6 United States. (Immigration and Nationality Act, § 240(e)(2), 8 U.S.C. § 1229a(e)(2)).

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

14 (c) So that the defendant will be able to obtain any nonimmigrant
15 visa that he may need to travel to the United States, DHS and the Visa Office, United
16 States Department of State, have concurred in the granting of a nonimmigrant waiver of
17 the defendant's inadmissibility. This waiver will remain in effect so long as this
18 agreement not to seek to remove the defendant remains in effect. While the waiver
19 remains in effect, the Department of State will not deny the defendant's application for a
20 nonimmigrant visa on the basis of the defendant's guilty plea and conviction in this case,
21 and DHS will not deny his application for admission as a nonimmigrant on the basis of
22 his guilty plea and conviction in this case.

23 (d) This agreement not to seek to remove the defendant will remain
24 in effect so long as the defendant:

25 (I) acts and has acted consistently with his cooperation
26 obligations under this Plea Agreement;

27 (ii) is not convicted of any felony under the laws of the United
28 States or any state, other than the conviction resulting from the defendant's guilty

1 plea under this Plea Agreement or any conviction under the laws of any state
2 resulting from conduct constituting an offense subject to this Plea Agreement; and

3 (iii) does not engage in any other conduct that would warrant

4 his removal from the United States under the Immigration and Nationality Act.

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

9 (e) The defendant agrees to notify the Assistant Attorney General
10 of the Antitrust Division should the defendant be convicted of any other felony under the
11 laws of the United States or of any state.

12 (f) Should the United States rescind this agreement not to seek to
13 remove the defendant because of the defendant's violation of a condition of this Plea
14 Agreement, the defendant irrevocably waives his right to contest his removal from the
15 United States under the Immigration and Nationality Act on the basis of his guilty plea
16 and conviction in this case, but retains his right to notice of removal proceedings.

17 17. The defendant understands that he may be subject to administrative
18 action by federal or state agencies other than the United States Department of Justice, Antitrust
19 Division, based upon the conviction resulting from this Plea Agreement, and that this Plea
20 Agreement in no way controls whatever action, if any, other agencies may take. However, the
21 United States agrees that, if requested, it will advise the appropriate officials of any governmental
22 agency considering such administrative action of the fact, manner, and extent of the cooperation
23 of the defendant as a matter for that agency to consider before determining what administrative
24 action, if any, to take.

25 **REPRESENTATION BY COUNSEL**

26 18. The defendant has reviewed all legal and factual aspects of this case with his
27 attorney and is fully satisfied with his attorney's legal representation. The defendant has
28 thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory

1 explanations from his attorney concerning each paragraph of this Plea Agreement and
2 alternatives available to the defendant other than entering into this Plea Agreement. After
3 conferring with his attorney and considering all available alternatives, the defendant has made a
4 knowing and voluntary decision to enter into this Plea Agreement.

5 **VOLUNTARY PLEA**

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

12 **VIOLATION OF PLEA AGREEMENT**

13 20. The defendant agrees that, should the United States determine in good
14 faith, during the period that any Federal Proceeding is pending, that the defendant has failed to
15 provide full and truthful cooperation, as described in Paragraph 13 of this Plea Agreement, or has
16 otherwise violated any provision of this Plea Agreement, the United States will notify the
17 defendant or his counsel in writing by personal or overnight delivery or facsimile transmission
18 and may also notify his counsel by telephone of its intention to void any of its obligations under
19 this Plea Agreement (except its obligations under this paragraph), and the defendant shall be
20 subject to prosecution for any federal crime of which the United States has knowledge including,
21 but not limited to, the substantive offenses relating to the investigation resulting in this Plea
22 Agreement. The defendant may seek Court review of any determination made by the United
23 States under this Paragraph to void any of its obligations under the Plea Agreement. The
24 defendant agrees that, in the event that the United States is released from its obligations under
25 this Plea Agreement and brings criminal charges against the defendant for any Relevant Offense,
26 the statute of limitations period for such offense will be tolled for the period between the date of
27 the signing of this Plea Agreement and six (6) months after the date the United States gave notice
28 of its intent to void its obligations under this Plea Agreement.

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

9 22. The defendant agrees to and adopts as his own the factual statement contained in
10 Paragraph 4 above. In the event that the defendant breaches the Plea Agreement, the defendant
11 agrees that the Plea Agreement, including the factual statement contained in Paragraph 4 above,
12 provides a sufficient basis for any possible future extradition request that may be made for his
13 return to the United States to face charges either in the Information referenced in Paragraph 2 of
14 this Plea Agreement or in any related indictment. The defendant further agrees not to oppose or
15 contest any request for extradition by the United States to face charges either in the Information
16 referenced in Paragraph 2 of this Plea Agreement or in any related indictment.

17 **ENTIRETY OF AGREEMENT**

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

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

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26 ///

27 ///

28 ///

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

4 DATED: 12/29, 2008

Respectfully submitted,

5 BY: Chang Suk Chung
6 Chang Suk Chung
7 Defendant

BY: Michael L. Scott
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