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FILED

MAR 28 2004

RICHARD W. WIEKING
CLERK U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 UNITED STATES OF AMERICA) No. CR 04-0079 MJJ
12)
13 v.) PLEA AGREEMENT
14 CROMPTON CORPORATION,)
15 Defendant.)
16

17 **PLEA AGREEMENT**

18 The United States of America and Crompton Corporation ("defendant"), a corporation
19 organized and existing under the laws of Delaware, hereby enter into the following Plea
20 Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R.
21 Crim. P.");

22 **RIGHTS OF DEFENDANT**

- 23 1. The defendant understands its 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 it;
 - 27 (d) to have a trial by jury, at which it would be presumed not guilty of the
- 28 charge and the United States would have to prove every essential element of the charged

1 offense beyond a reasonable doubt for it to be found guilty;

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

4 (f) to appeal its conviction if it is found guilty at trial; and

5 (g) to appeal the imposition of sentence against it.

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

8 2. The defendant waives the rights set out in Paragraph 1(b)-(f) above. The
9 defendant also waives the right to appeal the imposition of sentence against it, so long as the
10 sentence imposed is consistent with the recommendation in Paragraph 8 of this Plea Agreement.
11 Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive indictment and plead guilty at
12 arraignment to a one-count Information to be filed in the United States District Court for the
13 Northern District of California. The Information will charge the defendant with participating in a
14 combination and conspiracy to suppress and eliminate competition by maintaining and increasing
15 the price of certain rubber chemicals sold in the United States and elsewhere, beginning in or
16 about July 1995 and continuing until in or about December 2001, in violation of Section One of
17 the Sherman Act (15 U.S.C. § 1).

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

21 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

24 (a) For purposes of this Plea Agreement, the "relevant period" is that period
25 beginning in or about July 1995 and continuing until in or about December 2001. During
26 the relevant period, the defendant was a corporation organized and existing under the
27 laws of Massachusetts and then Delaware. The defendant has its principal place of
28 business in Middlebury, Connecticut. During the relevant period, the defendant or its

1 subsidiaries produced and sold certain rubber chemicals in the United States and
2 elsewhere. Rubber chemicals are a group of additives used to improve the elasticity,
3 strength, and durability of rubber products. Rubber chemicals are used primarily in the
4 manufacture of tires, outdoor furniture, hoses, belts, and footwear.

5 (b) During the relevant period, the defendant, through its officers and
6 employees, participated in a conspiracy among major rubber chemical producers, the
7 primary purpose of which was to suppress and eliminate competition by maintaining and
8 increasing the price of certain rubber chemicals sold in the United States and elsewhere.
9 In furtherance of the conspiracy, the defendant, through its officers and employees,
10 engaged in discussions and attended meetings with representatives of other major rubber
11 chemical producers. During these discussions and meetings, agreements were reached to
12 maintain and increase the price of certain rubber chemicals to be sold in the United States
13 and elsewhere.

14 (c) During the relevant period, rubber chemicals sold by one or more of the
15 conspirator firms, and equipment and supplies necessary to the production and
16 distribution of rubber chemicals, as well as payments for rubber chemicals, traveled in
17 interstate and foreign commerce. The business activities of the defendant and its co
18 conspirators in connection with the production and sale of rubber chemicals affected by
19 this conspiracy were within the flow of, and substantially affected, interstate and foreign
20 trade and commerce.

21 (d) Acts in furtherance of this conspiracy were carried out within the Northern
22 District of California. Rubber chemicals affected by this conspiracy were sold by one or
23 more of the conspirators to customers in this District.

24 **POSSIBLE MAXIMUM SENTENCE**

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

28 (a) \$10 million (15 U.S.C. § 1);

1 (b) twice the gross pecuniary gain the conspirators derived from the crime
2 (18 U.S.C. § 3571(c) and (d)); or

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

5 6. In addition, the defendant understands that:

6 (a) pursuant to § 8B1.1 of the United States Sentencing Guidelines
7 ("U.S.S.G."), the Court may order it to pay restitution to the victims of the offense;

8 (b) pursuant to 18 U.S.C. § 3013(a)(2)(B) and U.S.S.G. § 8E1.1, the Court is
9 required to order the defendant to pay a \$400 special assessment upon conviction for the
10 charged crime; and

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

13 **SENTENCING GUIDELINES**

14 7. Sentencing for the offense to be charged will be conducted pursuant to the
15 U.S.S.G. Manual in effect on the day of sentencing. Pursuant to U.S.S.G. § 1B1.8, the United
16 States agrees that self incriminating information that the defendant provides to the United States
17 pursuant to this Plea Agreement will not be used to increase the volume of affected commerce
18 attributable to the defendant or in determining the defendant's applicable sentencing guidelines
19 range, except to the extent provided in U.S.S.G. § 1B1.8(b).

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 \$50 million payable in installments as set forth below, and without interest pursuant to 18 U.S.C.
25 § 3612(f)(3)(A) ("the recommended sentence").

26 (a) The United States and the defendant agree to recommend, in the interest of
27 justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. § 8C3.2(b), that the fine be paid
28 in the following installments: within 30 days of imposition of sentence – \$2 million; at

1 the one-year anniversary of imposition of sentence (“anniversary”) – \$2 million; at the
2 two-year anniversary – \$6 million; at the three-year anniversary – \$10 million; at the
3 four-year anniversary – \$14 million; and at the five-year anniversary – \$16 million;
4 provided, however, that the defendant shall have the option at any time before the five-
5 year anniversary of prepaying the remaining balance then owing on the fine.

6 (b) The defendant understands that the Court will order it to pay a \$400
7 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B) and U.S.S.G. § 8E1.1, in
8 addition to any fine imposed.

9 (c) Neither party will recommend a term of probation, but the defendant
10 understands that the Court is free to impose a term of probation.

11 (d) Subject to the ongoing, full, and truthful cooperation of the defendant
12 described in Paragraph 12 of this Plea Agreement, and before sentencing in the case, the
13 United States will fully advise the Court of the fact, manner, and extent of the defendant’s
14 cooperation and its commitment to prospective cooperation with the United States’
15 investigation and prosecutions, all material facts relating to the defendant’s involvement
16 in the charged offense, and all other relevant conduct. The United States and the
17 defendant jointly submit that this Plea Agreement, together with the record that will be
18 created by the United States and the defendant at the plea and sentencing hearings, will
19 provide sufficient information concerning the defendant, the crime charged in this case,
20 and the defendant’s role in the crime to enable the meaningful exercise of sentencing
21 authority by the Court under 18 U.S.C. § 3553. The United States and defendant agree to
22 request jointly that the Court accept the defendant’s guilty plea and impose sentence on
23 an expedited schedule as early as the date of arraignment, based upon the record provided
24 by the defendant and the United States, under the provisions of Fed. R. Crim. P.
25 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule 18(b) of the Local Rules. The Court’s denial
26 of the request to impose sentence on an expedited schedule will not void this Plea
27 Agreement.

28 9. The United States and the defendant agree that the applicable sentencing

1 guidelines fine range exceeds the fine contained in the recommended sentence set out in
2 Paragraph 8 above. Subject to the full and continuing cooperation of the defendant, as described
3 in Paragraph 12 of this Plea Agreement, and prior to sentencing in this case, the United States
4 agrees that it will make a motion, pursuant to U.S.S.G. § 8C4.1, for a downward departure from
5 the guidelines fine range and will request that the Court impose the recommended sentence set
6 out in Paragraph 8 of this Plea Agreement because of the defendant's substantial assistance in the
7 government's investigation and prosecutions of violations of federal criminal law in the rubber
8 chemicals industry and in other chemical industries.

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

12 (a) If the Court does not accept the recommended sentence, the United States
13 and the defendant agree that this Plea Agreement, except for Paragraph 10(b) below, shall
14 be rendered void. Neither party may withdraw from this Plea Agreement, however, based
15 on the imposition of a term of probation.

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

1 11. In light of the private civil cases filed, which potentially provide for a recovery of a
2 multiple of actual damages, the United States agrees that it will not seek a restitution order for
3 the offense charged in the Information.

4 **DEFENDANT’S COOPERATION**

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

11 (a) producing to the United States all documents, information, and other
12 materials, wherever located, in the possession, custody, or control of the defendant,
13 requested by the United States in connection with any Federal Proceeding; and

14 (b) using its best efforts to secure the ongoing, full, and truthful
15 cooperation, as defined in Paragraph 13 of this Plea Agreement, of the current and
16 former directors, officers, and employees of the defendant as may be requested by
17 the United States, but excluding Vincent A. Calarco, James J. Conway, and Joseph
18 B. Eisenberg, and, including making these persons available in the United States
19 and at other mutually agreed-upon locations, at the defendant’s expense, for
20 interviews and the provision of testimony in grand jury, trial, and other judicial
21 proceedings in connection with any Federal Proceeding.

22 13. The ongoing, full, and truthful cooperation of each person described in
23 Paragraph 12(b) above will be subject to the procedures and protections of this paragraph,
24 and shall include, but not be limited to:

25 (a) producing in the United States and at other mutually agreed-upon
26 locations all documents, including claimed personal documents, and other
27 materials, wherever located, requested by attorneys and agents of the United States;

28 (b) making himself or herself available for interviews in the United

1 States and at other mutually agreed-upon locations, not at the expense of the
2 United States, upon the request of attorneys and agents of the United States;

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

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

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

16 (f) agreeing that, if the agreement not to prosecute him or her in this
17 Plea Agreement is rendered void under Paragraph 15(c), the statute of limitations
18 period for any Relevant Offense as defined in Paragraph 15(a) will be tolled as to
19 him or her for the period between the date of the signing of this Plea Agreement
20 and six (6) months after the date that the United States gave notice of its intent to
21 void its obligations to that person under the Plea Agreement.

22 GOVERNMENT'S AGREEMENT

23 14. Upon acceptance of the guilty plea called for by this Plea Agreement and
24 the imposition of the recommended sentence, and subject to the cooperation requirements
25 of Paragraph 12 of this Plea Agreement, the United States agrees that it will not bring
26 further criminal charges against the defendant for any act or offense committed before the
27 date of this Plea Agreement that was undertaken in furtherance of an antitrust conspiracy
28 involving the manufacture or sale of rubber chemicals. The nonprosecution terms of this

1 paragraph do not apply to civil matters of any kind, to any violation of the federal tax or
2 securities laws, or to any crime of violence.

3 15. The United States agrees to the following:

4 (a) Upon the Court's acceptance of the guilty plea called for by this
5 Plea Agreement and the imposition of the recommended sentence and subject to
6 the exceptions noted in Paragraph 15(c), the United States will not bring criminal
7 charges against any current or former director, officer, or employee of the
8 defendant for any act or offense committed before the date of this Plea Agreement
9 and while that person was acting as a director, officer, or employee of the
10 defendant that was undertaken in furtherance of an antitrust conspiracy involving
11 the manufacture or sale of rubber chemicals ("Relevant Offense"), except that the
12 protections granted in this paragraph shall not apply to Vincent A. Calarco, James
13 J. Conway, and Joseph B. Eisenberg;

14 (b) Should the United States determine that any current or former
15 director, officer, or employee of the defendant may have information relevant to
16 any Federal Proceeding, the United States may request that person's cooperation
17 under the terms of this Plea Agreement by written request delivered to counsel for
18 the individual (with a copy to the undersigned counsel for the defendant) or, if the
19 individual is not known by the United States to be represented, to the undersigned
20 counsel for the defendant;

21 (c) If any person requested to provide cooperation under Paragraph
22 15(b) fails to comply with his or her obligations under Paragraph 13, then the terms
23 of this Plea Agreement as they pertain to that person, and the agreement not to
24 prosecute that person granted in this Plea Agreement, shall be rendered void;

25 (d) Except as provided in Paragraph 15(e), information provided by a
26 person described in Paragraph 15(b) to the United States under the terms of this
27 Plea Agreement pertaining to any Relevant Offense, or any information directly or
28 indirectly derived from that information, may not be used against that person in a

1 criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a
2 false statement or declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice
3 (18 U.S.C. § 1503);

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

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

12 (g) Documents provided under Paragraphs 12(a) and 13(a) shall be
13 deemed responsive to outstanding grand jury subpoenas issued to the defendant.

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

24 **REPRESENTATION BY COUNSEL**

25 17. The defendant has been represented by counsel and is fully satisfied that its
26 attorneys have provided competent legal representation. The defendant has thoroughly
27 reviewed this Plea Agreement and acknowledges that counsel has advised it of the nature
28 of the charge, any possible defenses to the charge, and the nature and range of possible

1 sentences.

2 **VOLUNTARY PLEA**

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

9 **VIOLATION OF PLEA AGREEMENT**

10 19. The defendant agrees that, should the United States determine in good faith,
11 during the period that any Federal Proceeding is pending, that the defendant has failed to
12 provide full and truthful cooperation, as described in Paragraph 12 of this Plea Agreement,
13 or has otherwise violated any provision of this Plea Agreement, the United States will
14 notify counsel for the defendant in writing by personal or overnight delivery or facsimile
15 transmission and may also notify counsel by telephone of its intention to void any of its
16 obligations under this Plea Agreement (except its obligations under this paragraph), and
17 the defendant shall be subject to prosecution for any federal crime of which the United
18 States has knowledge including, but not limited to, the substantive offenses relating to the
19 investigation resulting in this Plea Agreement. The defendant may seek court review of
20 any determination made by the United States under this Paragraph to void any of its
21 obligations under the Plea Agreement. The defendant agrees that, in the event that the
22 United States is released from its obligations under this Plea Agreement and brings
23 criminal charges against the defendant for any offense referred to in Paragraph 14 of this
24 Plea Agreement, the statute of limitations period for such offense will be tolled for the
25 period between the date of the signing of this Plea Agreement and six (6) months after the
26 date the United States gave notice of its intent to void its obligations under this Plea
27 Agreement.

28 20. The defendant understands and agrees that in any further prosecution of it

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

9 **ENTIRETY OF AGREEMENT**

10 21. This Plea Agreement and the Crompton Cooperation Agreement, filed
11 separately with the Court, constitute the entire agreement between the United States and
12 the defendant concerning the disposition of the criminal charge in this case. This Plea
13 Agreement cannot be modified except in writing signed by the United States and the
14 defendant.

15 22. The undersigned is authorized to enter into this Plea Agreement on behalf
16 of the defendant as evidenced by the Resolution of the Board of Directors of the defendant
17 attached to, and incorporated by reference, in this Plea Agreement.

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

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24. 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.

DATED: 3/15/2004

CROMPTON CORPORATION

BY: [Signature]
John T. Ferguson II
Senior Vice President, General Counsel

Respectfully submitted,
U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION

BY: [Signature]
Michael L. Scott
Jeanne Hamilton
Victor Ali
Attorneys

450 Golden Gate Avenue
Box 36046, Room 10-0101
San Francisco, CA 94102
(415) 436-6660

COUNSEL FOR CROMPTON CORPORATION

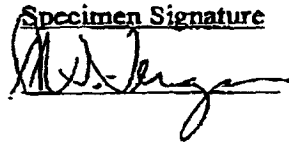
BY: [Signature]
James Walden, Esq.
O'Melveny & Myers LLP
Citigroup Center
153 East 53rd Street
New York, NY 10022

Crompton Corporation

Certificate of Secretary

I, Barry J. Shainman, Secretary of Crompton Corporation, a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify that:

- (i) Annexed hereto as Exhibit A is a true and correct copy of resolutions duly adopted by the Board of Directors of Crompton Corporation, at a special meeting of the Board of Directors held on March 11, 2004, at which meeting a quorum was present and acting throughout; and which resolutions have not been revoked, amended, supplemented or modified and are in full force and effect on the date hereof; and
- (ii) The officer named below is a duly elected and qualified officer of Crompton Corporation, holding the office set forth opposite his name and the signature set forth opposite his name is his genuine signature:

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
John T. Ferguson II	Senior Vice President and General Counsel	

IN WITNESS WHEREOF, I have hereunto signed my name this 15th day of March, 2004.

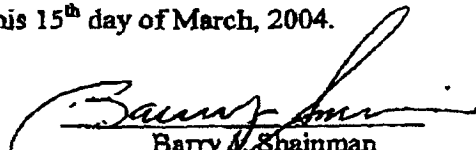

Barry J. Shainman
Secretary

Exhibit A

Resolutions adopted at a Special Meeting of the Board of Directors of
Crompton Corporation Held on March 11, 2004

VOTED:

RESOLVED, that the execution, delivery and performance by the Corporation of a Plea Agreement with the United States of America concerning the federal investigation of the rubber chemicals industry, in substantially the form presented, and the provisions of which have been described to the Board at this meeting, are hereby authorized and approved in all respects; and further

RESOLVED, that the Senior Vice President and General Counsel of the Corporation is hereby authorized and empowered to execute and deliver, in the name and on behalf of the Corporation, such Plea Agreement with such changes that are not materially adverse to the Corporation and that he or she determines to be in the best interests of the Corporation, such changes to be conclusively evidenced by the signature of such authorized officer.

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

USA et al,

Plaintiff,

v.

CROMPTON CORPORATION et al,

Defendant.

Case Number: CR04-00079 MJJ

CERTIFICATE OF SERVICE

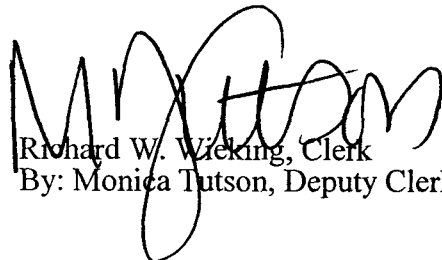
I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on February 1, 2006, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

Jeane Hamilton
U.S. Department of Justice
Antitrust Division
450 Golden Gate Avenue
Box 36046, Room 10-0101
San Francisco, CA 94102

Jim Walden
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036

Dated: February 1, 2006


Richard W. Wicking, Clerk
By: Monica Tutson, Deputy Clerk