

SIDNEY A. MAJALYA (CA Bar No. 205047)
JACKLIN CHOU LEM (CA Bar No. 255293)
MANISH KUMAR (CA Bar No. 269493)
Antitrust Division
U.S. Department of Justice
450 Golden Gate Avenue
Box 36046, Room 10-0101
San Francisco, CA 94102
Telephone: (415) 436-6660
Fax: (415) 436-6687
sidney.majalya@usdoj.gov

Attorneys for the United States

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA)	No. CR 11-00912 RS
v.)	
SANG HUN KIM,)	PLEA AGREEMENT
Defendant.)	

The United States of America and **Sang Hun Kim** ("defendant") hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R. Crim. P."):

RIGHTS OF DEFENDANT

1. The defendant understands his rights:
 - (a) to be represented by an attorney;
 - (b) to be charged by Indictment;
 - (c) as a citizen and resident of the Republic of Korea, to decline to accept service of the Summons in this case, and to contest the jurisdiction of the United States to prosecute this case against him in the United States

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District Court for the Northern District of California;

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

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

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

(g) not to be compelled to incriminate himself;

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

(i) to appeal the imposition of sentence against him.

AGREEMENT TO PLEAD GUILTY AND WAIVE CERTAIN RIGHTS

2. The defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(h) above. The defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or 2255, that challenges the sentence imposed by the Court if that sentence is consistent with or below the recommended sentence in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by the Court. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c). Nothing in this paragraph, however, shall act as a bar to the defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. The defendant knowingly and voluntarily waives any objection or defense he may have to the prosecution of the charged offenses in the United States District Court for the Northern District of California based on venue. The defendant also knowingly and voluntarily waives the running of any statute of limitations from June 2011 through the filing of the Information, and such period of time shall not be included for the purpose of determining the statute of limitations, the doctrines of waiver, laches, or estoppel, the applicability of Fed. R. Crim. P. 48, or any statutory or constitutional right to a speedy trial or to the absence of pre-indictment delay. The defendant

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1 further states that the waivers in this paragraph are made after fully conferring with, and on the
2 advice of, defendant's counsel, and are made for the defendant's benefit.

3 3. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive indictment and plead
4 guilty to the charges in a seven-count Information to be filed in the United States District Court
5 for the Northern District of California. The Information charges the defendant with participating
6 in conspiracies to suppress and eliminate competition by rigging optical disk drive ("ODD")
7 procurement events hosted by Dell, Inc. ("Dell") or Hewlett-Packard Company ("HP") at various
8 times between approximately November 2005 and approximately June 2009, all in violation of
9 the Sherman Antitrust Act, 15 U.S.C. § 1.

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

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FACTUAL BASIS FOR OFFENSES CHARGED

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

Information Count	Violation	Event Date	ODD Product
One	15 U.S.C. § 1 (Bid Rigging)	February 2009 (Dell)	HH SATA Tray DVD-RW
Two	15 U.S.C. § 1 (Bid Rigging)	May 2009 (Dell)	HH DVD-RW and 12.7mm Tray DVD-RW
Three	15 U.S.C. § 1 (Bid Rigging)	November 2005 (HP)	CD-ROM, CD-RW, DVD-ROM, and Combo Drives
Four	15 U.S.C. § 1 (Bid Rigging)	August 2006 (HP)	HH PATA and SATA DVD-ROM
Five	15 U.S.C. § 1 (Bid Rigging)	May, August, and November 2008 & February 2009 (HP)	HH SATA DVD-RW
Six	15 U.S.C. § 1 (Bid Rigging)	July & October 2008 (HP)	12.7mm SATA DVD-RW
Seven	15 U.S.C. § 1 (Bid Rigging)	Supplemental October 2008 (HP)	12.7mm SATA DVD-RW

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

(a) For purposes of this Plea Agreement, the “relevant periods” are time periods that fall between approximately November 2005 and approximately September 2009.

(b) During the relevant periods, the defendant was an employee of Hitachi LG Data Storage, Inc. (“HLDS”), an entity organized and existing under the laws of Japan with its principal place of business in Tokyo, Japan. HLDS is a joint venture between Hitachi, Ltd., an entity organized and existing under the laws of Japan, and LG Electronics, Inc., an entity organized and existing under the laws of the Republic of Korea. From 2003 to September 2009, the defendant was a Team Leader in charge of the Dell team and from 2005 to 2006 and from 2008 to September 2009, the defendant was a

1 Team Leader in charge of the HP team. In addition, beginning in January 2009, the
 2 defendant was the Deputy Chief Marketing Officer of HLDS. During the relevant
 3 periods, HLDS was engaged in the sale of ODDs in the United States and elsewhere.
 4 ODDs are devices that use laser 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 Dell or HP. In
 8 furtherance of these conspiracies, the defendant engaged in discussions with
 9 representatives of other major sellers of ODDs, or supervised individuals who, with his
 10 knowledge and approval, engaged in discussions and attended meetings with
 11 representatives of other major sellers of ODDs. During these discussions and meetings,
 12 agreements were reached to rig ODD procurement events hosted by Dell or HP. Each
 13 conspiracy involved five or more participants, and the defendant was a manager or
 14 supervisor of one or more of those participants.

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

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

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

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

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

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

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

SENTENCING GUIDELINES

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

SENTENCING AGREEMENT

9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant agree that the appropriate disposition of this case is, and agree to recommend jointly that the Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of

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1 \$25,000 payable in full before the fifteenth (15th) day after the date of judgment; a period of
2 imprisonment of 240 days; no order of restitution; and no period of supervised release (“the
3 recommended sentence”). The defendant agrees that he will not request that he be allowed to
4 serve any part of his sentence in home detention, intermittent confinement, or community
5 confinement. The United States will not object to the defendant’s request that the Court make a
6 recommendation to the Bureau of Prisons that the Bureau of Prisons designate that the defendant
7 be assigned to a Federal Minimum Security Camp (and if possible, to the Federal Minimum
8 Security Camp at Lompoc, California) to serve his sentence and that the defendant be released
9 following the imposition of sentence to allow him to self-surrender to the assigned prison facility
10 on a date specified by the Court at the sentencing hearing. The parties agree that there exists no
11 aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
12 consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines
13 justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree not to seek or support any
14 sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that is not
15 set forth in this Plea Agreement. The parties further agree that the recommended sentence set
16 forth in this Plea Agreement is reasonable.

17 (a) The defendant understands that the Court will order him to pay a \$100
18 special assessment for each count of conviction pursuant to 18 U.S.C. § 3013(a)(2)(A) in
19 addition to any fine imposed.

20 (b) The United States and the defendant jointly submit that this Plea
21 Agreement, together with the record that will be created by the United States and the
22 defendant at the plea and sentencing hearings, and the further disclosure described in
23 Paragraph 11, will provide sufficient information concerning the defendant, the crimes
24 charged in this case, and the defendant’s role in the crimes to enable the meaningful
25 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States
26 and defendant agree to request jointly that the Court accept the defendant’s guilty pleas
27 and impose sentence on an expedited schedule as early as the date of arraignment, based
28 upon the record provided by the defendant and the United States, under the provisions of

1 Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. §6A1.1, and Rule 32-1(b) of the Criminal
2 Local Rules. The Court's denial of the request to impose sentence on an expedited
3 schedule will not void this Plea Agreement.

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

14 11. Subject to the full, truthful, and continuing cooperation of the defendant as
15 defined in Paragraph 13 of this Plea Agreement, and before sentencing in this case, the United
16 States will fully advise the Court and the Probation Office of the fact, manner, and extent of the
17 defendant's cooperation and his commitment to prospective cooperation with the United States's
18 investigation and prosecutions, all material facts relating to the defendant's involvement in the
19 charged offenses, and all other relevant conduct.

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

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

28 (b) If the Court does not accept the recommended sentence, the defendant will

1 be free to withdraw his guilty pleas (Fed. R. Crim. P. 11(c)(5) and (d)). If the defendant
 2 withdraws his guilty pleas, this Plea Agreement, the guilty pleas, and any statement made
 3 in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty pleas or
 4 this Plea Agreement or made in the course of plea discussions with an attorney for the
 5 government shall not be admissible against the defendant in any criminal or civil
 6 proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, the defendant
 7 agrees that, if he withdraws his guilty pleas pursuant to this subparagraph of this Plea
 8 Agreement, the statute of limitations period for any Relevant Offense, as defined in
 9 Paragraph 14 below, shall be tolled for the period between the date of the signing of this
 10 Plea Agreement and the date the defendant withdrew his guilty pleas or for a period of
 11 sixty (60) days after the date of the signing of this Plea Agreement, whichever period is
 12 greater. For a period of three (3) consecutive days following such a withdrawal of the
 13 guilty pleas under this subparagraph, the United States shall take no action, based upon
 14 either a Relevant Offense or any actual or alleged violation of this Plea Agreement, to
 15 revoke the defendant's release on his personal recognizance, to subject the defendant to
 16 service of process, arrest, or detention, or to prevent the defendant from departing the
 17 United States.

18 **DEFENDANT'S COOPERATION**

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

- 26 (a) producing in the United States and at other mutually agreed-upon
 27 locations all non-privileged documents, including claimed personal documents, and other
 28 materials, wherever located, in the possession, custody, or control of the defendant,

1 requested by attorneys and agents of the United States;

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

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

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

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

18 **GOVERNMENT'S AGREEMENT**

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

27 15. The United States agrees that when the defendant travels to the United States for
28 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for

1 meetings with counsel in preparation therefor, the United States will take no action, based upon
2 any Relevant Offense, to subject the defendant to arrest, detention, or service of process, or to
3 prevent the defendant from departing the United States. This paragraph does not apply to the
4 defendant's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C. §
5 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §
6 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C. §§ 401 - 402) in
7 connection with any testimony or information provided or requested in any Federal Proceeding.

8 16. (a) Subject to the full and continuing cooperation of the defendant, as
9 described in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of the
10 defendant's guilty pleas and imposition of sentence in this case, the United States agrees
11 not to seek to remove the defendant from the United States under Sections 238 and 240 of
12 the Immigration and Nationality Act, 8 U.S.C. §§ 1228 and 1229a, based upon the
13 defendant's guilty pleas and convictions in this case, should the defendant apply for or
14 obtain admission to the United States as a nonimmigrant (hereinafter referred to as the
15 "agreement not to seek to remove the defendant"). The agreement not to seek to remove
16 the defendant is the equivalent of an agreement not to exclude the defendant from
17 admission to the United States as a nonimmigrant or to deport the defendant from the
18 United States. (Immigration and Nationality Act, § 240(e)(2), 8 U.S.C. § 1229a(e)(2)).

19 (b) The Antitrust Division of the United States Department of Justice has
20 consulted with United States Immigration and Customs Enforcement ("ICE") on behalf
21 of the United States Department of Homeland Security ("DHS"). ICE, on behalf of DHS
22 and in consultation with the United States Department of State, has agreed to the
23 inclusion in this Plea Agreement of this agreement not to seek to remove the defendant.
24 The Secretary of DHS has delegated to ICE the authority to enter this agreement on
25 behalf of DHS.

26 (c) So that the defendant will be able to obtain any nonimmigrant visa that he
27 may need to travel to the United States, DHS and the Visa Office, United States
28 Department of State, have concurred in the granting of a nonimmigrant waiver of the

1 defendant's inadmissibility. This waiver will remain in effect so long as this agreement
2 not to seek to remove the defendant remains in effect. While the waiver remains in
3 effect, the Department of State will not deny the defendant's application for a
4 nonimmigrant visa on the basis of the defendant's guilty pleas and convictions in this
5 case, and DHS will not deny his application for admission as a nonimmigrant on the basis
6 of his guilty pleas and convictions in this case. This nonimmigrant waiver only applies to
7 applications for entry as a nonimmigrant. DHS does not agree to waive any grounds of
8 removability on an application for an immigrant visa.

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

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

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

17 (iii) does not engage in any other conduct that would warrant his
18 removal from the United States under the Immigration and Nationality Act. The
19 defendant understands that should the Antitrust Division become aware that the
20 defendant has violated any of these conditions, the Antitrust Division will notify
21 DHS. DHS will then determine, in consultation with the Antitrust Division,
22 whether to rescind this agreement not to seek to remove the defendant.

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

26 (f) Should the United States rescind this agreement not to seek to remove the
27 defendant because of the defendant's violation of a condition of this Plea Agreement, the
28 defendant irrevocably waives his right to contest his removal from the United States

1 under the Immigration and Nationality Act on the basis of his guilty pleas and
2 convictions in this case, but retains his right to notice of removal proceedings.

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

11 **REPRESENTATION BY COUNSEL**

12 18. The defendant has reviewed all legal and factual aspects of this case with his
13 attorney and is fully satisfied with his attorney's legal representation. The defendant has
14 thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory
15 explanations from his attorney concerning each paragraph of this Plea Agreement and
16 alternatives available to the defendant other than entering into this Plea Agreement. After
17 conferring with his attorney and considering all available alternatives, the defendant has made a
18 knowing and voluntary decision to enter into this Plea Agreement.

19 **VOLUNTARY PLEA**

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

25 **VIOLATION OF PLEA AGREEMENT**

26 20. The defendant agrees that, should the United States determine in good
27 faith, during the period that any Federal Proceeding is pending, that the defendant has failed to
28 provide full, truthful, and continuing cooperation, as defined in Paragraph 13 of this Plea

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1 Agreement, or has otherwise violated any provision of this Plea Agreement, the United States
2 will notify the defendant or his counsel in writing by personal or overnight delivery or facsimile
3 transmission and may also notify his counsel by telephone of its intention to void any of its
4 obligations under this Plea Agreement (except its obligations under this paragraph), and the
5 defendant shall be subject to prosecution for any federal crime of which the United States has
6 knowledge including, but not limited to, the substantive offenses relating to the investigation
7 resulting in this Plea Agreement. The defendant may seek Court review of any determination
8 made by the United States under this Paragraph to void any of its obligations under this Plea
9 Agreement. The defendant agrees that, in the event that the United States is released from its
10 obligations under this Plea Agreement and brings criminal charges against the defendant for any
11 Relevant Offense, the statute of limitations period for such offense shall be tolled for the period
12 between the date of the signing of this Plea Agreement and six (6) months after the date the
13 United States gave notice of its intent to void its obligations under this Plea Agreement.

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

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

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1 charges either in the Information referenced in Paragraph 3 of this Plea Agreement or in any
2 related indictment.

3 **ENTIRETY OF AGREEMENT**

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

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

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25. A facsimile or PDF 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.

BY:


Sang Hun Kim

BY:


Sidney A. Majalya
Jacklin Chou Lem
Manish Kumar
Trial Attorneys
U.S. Department of Justice
Antitrust Division

Dated:

April 17, 2012

Dated:

April 17, 2012

BY:


Miles Ehrlich
Katharine Kates
Counsel for Sang Hun Kim
Ramsey & Ehrlich LLP
803 Hearst Avenue
Berkeley, CA 94710
Telephone: (510) 548-3600
Fax: (510) 291-3060
miles@ramsey-ehrllich.com

Dated:

April 17, 2012

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