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**FILED**  
**NOV 16 2011**  
**RICHARD W. WIEKING**  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 UNITED STATES OF AMERICA ) CR 11-0653 RS  
17 )  
18 v. ) **PLEA AGREEMENT**  
19 )  
20 MAXZONE VEHICLE LIGHTING CORP., )  
21 )  
22 Defendant. )

23 The United States of America and Maxzone Vehicle Lighting Corp. ("defendant"), a  
24 corporation organized and existing under the laws of California, hereby enter into the following  
25 Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed.  
26 R. Crim. P."):

27 **RIGHTS OF DEFENDANT**

- 28 1. The defendant understands its rights:
- (a) to be represented by an attorney;
  - (b) to be charged by Indictment;
  - (c) to plead not guilty to any criminal charge brought against it;
  - (d) to have a trial by jury, at which it would be presumed not guilty of the

1 charge and the United States would have to prove every essential element of the charged  
2 offense beyond a reasonable doubt for it to be found guilty;

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

5 (f) to appeal its conviction if it is found guilty; and

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

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

8 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph  
9 1(b)-(f) above. The defendant also knowingly and voluntarily waives the right to file any appeal,  
10 any collateral attack, or any other writ or motion, including but not limited to an appeal under 18  
11 U.S.C. § 3742, that challenges the sentence imposed by the Court if that sentence is consistent  
12 with or below the recommended sentence in Paragraph 8 of this Plea Agreement, regardless of  
13 how the sentence is determined by the Court. This agreement does not affect the rights or  
14 obligations of the United States as set forth in 18 U.S.C. § 3742(b)-(c). Nothing in this  
15 paragraph, however, shall act as a bar to the defendant perfecting any legal remedies it may  
16 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of  
17 counsel or prosecutorial misconduct. The defendant agrees that there is currently no known  
18 evidence of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R.  
19 Crim. P. 7(b), the defendant will waive indictment and plead guilty to a one-count Information to  
20 be filed in the United States District Court for the Northern District of California. The  
21 Information will charge the defendant with participating in a conspiracy to suppress and  
22 eliminate competition by fixing the prices of aftermarket automotive lighting equipment  
23 (“aftermarket auto lights”) sold in the United States and elsewhere, from about April 2000 to  
24 about September 3, 2008, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

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

28 //

1 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

4 (a) For purposes of this Plea Agreement, the “relevant period” is that period  
5 from about April 2000 to about September 3, 2008. During the relevant period, the  
6 defendant was a corporation organized and existing under the laws of California. The  
7 defendant has its principal place of business in Fontana, California. During the relevant  
8 period, the defendant was the exclusive United States distributor of aftermarket auto  
9 lights produced by Depo Auto Parts Industrial, Co., Ltd., an entity organized and existing  
10 under the laws of Taiwan. Aftermarket auto lights are incorporated into an automobile  
11 after its original sale, usually as repairs following a collision, but also as accessories and  
12 upgrades. Lighting components include items such as headlights, taillights, fog lights,  
13 turn signals, brake signals, and reflectors. Aftermarket auto lights are sold through U.S.  
14 distributors to aftermarket auto lights wholesalers, retailers, and automotive repair shops.

15 (b) During the relevant period, the defendant, through its officers and  
16 employees, including high-level personnel of the defendant, participated in a conspiracy  
17 with other persons and entities engaged in the manufacture and sale of aftermarket auto  
18 lights, the primary purpose of which was to fix the prices of aftermarket auto lights sold  
19 in the United States and elsewhere. In furtherance of the conspiracy, the defendant,  
20 through its officers and employees, engaged in discussions and attended meetings with  
21 representatives of other major firms engaged in the manufacture and sale of aftermarket  
22 auto lights. During these discussions and meetings, agreements were reached to fix the  
23 price of aftermarket auto lights sold in the United States and elsewhere.

24 (c) During the relevant period, aftermarket auto lights sold by one or more of  
25 the conspirator firms, and equipment and supplies necessary to the production and  
26 distribution of aftermarket auto lights, as well as payments for aftermarket auto lights,  
27 traveled in interstate and foreign commerce. The business activities of the defendant and  
28 its co-conspirators in connection with the production and sale of aftermarket auto lights

1 that were the subjects of this conspiracy were within the flow of, and substantially  
2 affected, interstate and foreign trade and commerce.

3 (d) Acts in furtherance of this conspiracy were carried out within the Northern  
4 District of California. Aftermarket auto lights that were the subjects of this conspiracy  
5 were sold by one or more of the conspirators to customers in this District.

6 **POSSIBLE MAXIMUM SENTENCE**

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

10 (a) \$100 million (15 U.S.C. § 1);

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

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

15 6. In addition, the defendant understands that:

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

18 (b) pursuant to §8B1.1 of the United States Sentencing Guidelines  
19 (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) or 18 U.S.C. § 3563(b)(2) or  
20 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and

21 (c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order the  
22 defendant to pay a \$400 special assessment upon conviction for the charged crime.

23 **SENTENCING GUIDELINES**

24 7. The defendant understands that the Sentencing Guidelines are advisory, not  
25 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,  
26 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing  
27 sentence. The defendant understands that the Guidelines determinations will be made by the  
28 Court by a preponderance of the evidence standard. The defendant understands that although the

1 Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its  
2 sentence must be reasonable based upon consideration of all relevant sentencing factors set forth  
3 in 18 U.S.C. § 3553(a).

#### 4 SENTENCING AGREEMENT

5 8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant  
6 agree that the appropriate disposition of this case is, and agree to recommend jointly that the  
7 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of  
8 \$43 million payable in installments as set forth below without interest pursuant to 18 U.S.C. §  
9 3612(f)(3)(A), and no order of restitution (“the recommended sentence”). The parties agree that  
10 there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately  
11 taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing  
12 Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree not to seek or  
13 support any sentence outside of the Guidelines range nor any Guidelines adjustment for any  
14 reason that is not set forth in this Plea Agreement. The parties further agree that the  
15 recommended sentence set forth in this Plea Agreement is reasonable.

16 (a) The United States and the defendant agree to recommend, in the interest of  
17 justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. §8C3.2(b), that the fine be paid  
18 in the following installments: within thirty (30) days of imposition of sentence – \$3  
19 million; at the one-year anniversary of the imposition of sentence (“anniversary”) –\$4  
20 million; at the two-year anniversary – \$6 million; at the three-year anniversary – \$10  
21 million; at the four-year anniversary – \$10 million; and at the five-year anniversary – \$10  
22 million; provided, however, that the defendant shall have the option at any time before  
23 the five-year anniversary of prepaying the remaining balance then owing on the fine.

24 (b) In consideration of this Plea Agreement, and due to the financial condition  
25 of the defendant, the defendant’s parent company, Depo Auto Parts Industrial Co., Ltd.  
26 (“parent”), knowingly and voluntarily agrees, through its authorized representative, that it  
27 shall guaranty payment to the United States of the criminal fine imposed upon the  
28 defendant pursuant to this Plea Agreement. Acknowledgement of the aforesaid guaranty

1 of payment by Depo Auto Parts Industrial Co., Ltd. is confirmed by its authorized  
2 representative signing this Plea Agreement. Depo Auto Parts Industrial Co., Ltd. agrees  
3 that, in the event of bankruptcy or dissolution of the defendant, or any other event that  
4 would prevent payment of the fine imposed, it will pay any sums due to be paid by the  
5 defendant in accordance with the sentence imposed pursuant to this Plea Agreement.

6 (c) 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), in addition to any fine  
8 imposed.

9 (d) In light of the civil cases filed against the defendant, including *In re*  
10 *Aftermarket Automotive Lighting Products Antitrust Litigation*, No. 09-ML-2007 GW,  
11 consolidated in the United States District Court, Central District of California, which  
12 potentially provide for a recovery of a multiple of actual damages, the recommended  
13 sentence does not include a restitution order for the offense charged in the Information.

14 (e) Both parties will recommend that no term of probation be imposed, but the  
15 defendant understands that the Court's denial of this request will not void this Plea  
16 Agreement.

17 (f) The United States and the defendant jointly submit that this Plea  
18 Agreement, together with the record that will be created by the United States and the  
19 defendant at the plea and sentencing hearings, and the further disclosure described in  
20 Paragraph 10, will provide sufficient information concerning the defendant, the crime  
21 charged in this case, and the defendant's role in the crime to enable the meaningful  
22 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States  
23 and the defendant agree to request jointly that the Court accept the defendant's guilty plea  
24 and impose sentence on an expedited schedule as early as the date of arraignment, based  
25 upon the record provided by the defendant and the United States, under the provisions of  
26 Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. §6A1.1, and Rule 32-1(b) of the Criminal  
27 Local Rules. The Court's denial of the request to impose sentence on an expedited  
28 schedule will not void this Plea Agreement.

1           9.     The United States and the defendant agree that the applicable Guidelines fine  
2 range exceeds the fine contained in the recommended sentence set out in Paragraph 8 above.  
3 The United States and the defendant further agree that the recommended fine is appropriate,  
4 pursuant to U.S.S.G. §8C3.3(a), due to the inability of the defendant to pay a fine greater than  
5 that recommended without impairing its ability to make restitution to victims, and pursuant to  
6 U.S.S.G. §8C3.3(b), due to the inability of the defendant to pay a fine greater than that  
7 recommended without substantially jeopardizing its continued viability.

8           10.    Subject to the full, truthful, and continuing cooperation of the defendant and its  
9 parent, as defined in Paragraph 12 of this Plea Agreement, and prior to sentencing in this case,  
10 the United States will fully advise the Court and the Probation Office of the fact, manner, and  
11 extent of the defendant's and its parent's cooperation and their commitment to prospective  
12 cooperation with the United States' investigation and prosecutions, all material facts relating to  
13 the defendant's involvement in the charged offense, and all other relevant conduct.

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

17               (a)    If the Court does not accept the recommended sentence, the United States  
18 and the defendant agree that this Plea Agreement, except for Paragraph 11(b) below, shall  
19 be rendered void.

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

1 this Plea Agreement shall be tolled for the period between the date of the signing of this  
2 Plea Agreement and the date the defendant withdrew its guilty plea or for a period of  
3 sixty (60) days after the date of the signing of this Plea Agreement, whichever period is  
4 greater.

5 **DEFENDANT'S COOPERATION**

6 12. The defendant and its parent company Depo Auto Parts Industrial Co., Ltd. will  
7 cooperate fully and truthfully with the United States in the prosecution of this case, the conduct  
8 of the current federal investigation of violations of federal antitrust and related criminal laws  
9 involving the manufacture or sale of aftermarket auto lights in the United States and elsewhere,  
10 any other federal investigation resulting therefrom, and any litigation or other proceedings  
11 arising or resulting from any such investigation to which the United States is a party ("Federal  
12 Proceeding"). The full, truthful, and continuing cooperation of the defendant and its parent shall  
13 include, but not be limited to:

14 (a) producing to the United States all non-privileged documents, information,  
15 and other materials, wherever located (and with translations into English), in the  
16 possession, custody, or control of the defendant or its parent, requested by the United  
17 States in connection with any Federal Proceeding; and

18 (b) using its best efforts to secure the full, truthful, and continuing  
19 cooperation, as defined in Paragraph 13 of this Plea Agreement, of the current and  
20 former directors, officers, and employees of the defendant or its parent as may be  
21 requested by the United States, but excluding Shiu-Min Hsu and Polo Shu-Sheng Hsu,  
22 including making these persons available in the United States and at other mutually  
23 agreed-upon locations, at the defendant's or its parent's expense, for interviews and the  
24 provision of testimony in grand jury, trial, and other judicial proceedings in connection  
25 with any Federal Proceeding.

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



1 (a) producing in the United States and at other mutually agreed-upon  
2 locations all non-privileged documents, including claimed personal documents, and other  
3 materials, wherever located (and with translations into English), requested by attorneys  
4 and agents of the United States;

5 (b) making himself or herself available for interviews in the United States and  
6 at other mutually agreed-upon locations, not at the expense of the United States, upon the  
7 request of attorneys and agents of the United States;

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

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

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

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

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**GOVERNMENT'S AGREEMENT**

1  
2 14. Subject to the full, truthful, and continuing cooperation of the defendant and its  
3 parent, as defined in Paragraph 12 of this Plea Agreement, and upon the Court's acceptance of  
4 the guilty plea called for by this Plea Agreement and the imposition of the recommended  
5 sentence, the United States agrees that it will not bring further criminal charges against the  
6 defendant or its parent for any act or offense committed before the date of this Plea Agreement  
7 that was undertaken in furtherance of an antitrust conspiracy involving the manufacture or sale of  
8 aftermarket auto lights. The nonprosecution terms of this paragraph do not apply to civil matters  
9 of any kind, to any violation of the federal tax or securities laws, or to any crime of violence.

10 15. The United States agrees to the following:

11 (a) Upon the Court's acceptance of the guilty plea called for by this Plea  
12 Agreement and the imposition of the recommended sentence and subject to the  
13 exceptions noted in Paragraph 15(c), the United States will not bring criminal charges  
14 against any current or former director, officer, or employee of the defendant or its parent  
15 for any act or offense committed before the date of this Plea Agreement and while that  
16 person was acting as a director, officer, or employee of the defendant or its parent that  
17 was undertaken in furtherance of an antitrust conspiracy involving the manufacture or  
18 sale of aftermarket auto lights ("Relevant Offense"), except that the protections granted  
19 in this paragraph shall not apply to Shiu-Min Hsu or Polo Shu-Sheng Hsu;

20 (b) Should the United States determine that any current or former director,  
21 officer, or employee of the defendant or its parent may have information relevant to any  
22 Federal Proceeding, the United States may request that person's cooperation under the  
23 terms of this Plea Agreement by written request delivered to counsel for the individual  
24 (with a copy to the undersigned counsel for the defendant) or, if the individual is not  
25 known by the United States to be represented, to the undersigned counsel for the  
26 defendant;

27 (c) If any person requested to provide cooperation under Paragraph 15(b) fails  
28 to comply with his or her obligations under Paragraph 13, then the terms of this Plea

1 Agreement as they pertain to that person, and the agreement not to prosecute that person  
2 granted in this Plea Agreement, shall be rendered void;

3 (d) Except as provided in Paragraph 15(e), information provided by a person  
4 described in Paragraph 15(b) to the United States under the terms of this Plea Agreement  
5 pertaining to any Relevant Offense, or any information directly or indirectly derived from  
6 that information, may not be used against that person in a criminal case, except in a  
7 prosecution for perjury (18 U.S.C. § 1621), making a false statement or declaration  
8 (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18 U.S.C. § 1503, *et seq.*);

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

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

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

19 16. The United States agrees that when any person travels to the United States for  
20 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for  
21 meetings with counsel in preparation therefor, the United States will take no action, based upon  
22 any Relevant Offense, to subject such person to arrest, detention, or service of process, or to  
23 prevent such person from departing the United States. This paragraph does not apply to an  
24 individual's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C. §  
25 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §  
26 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C. §§ 401-402) in  
27 connection with any testimony or information provided or requested in any Federal Proceeding.

28 //

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

9 **REPRESENTATION BY COUNSEL**

10 18. The defendant has been represented by counsel and is fully satisfied that its  
11 attorneys have provided competent legal representation. The defendant has thoroughly reviewed  
12 this Plea Agreement and acknowledges that counsel has advised it of the nature of the charge,  
13 any possible defenses to the charge, and the nature and range of possible sentences.

14 **VOLUNTARY PLEA**

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

20 **VIOLATION OF PLEA AGREEMENT**

21 20. The defendant agrees that, should the United States determine in good faith,  
22 during the period that any Federal Proceeding is pending, that the defendant or its parent has  
23 failed to provide full, truthful, and continuing cooperation, as defined in Paragraph 12 of this  
24 Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United  
25 States will notify counsel for the defendant in writing by personal or overnight delivery or  
26 facsimile transmission and may also notify counsel by telephone of its intention to void any of its  
27 obligations under this Plea Agreement (except its obligations under this paragraph), and the  
28 defendant and its parent shall be subject to prosecution for any federal crime of which the United

1 States has knowledge including, but not limited to, the substantive offenses relating to the  
2 investigation resulting in this Plea Agreement. The defendant may seek Court review of any  
3 determination made by the United States under this paragraph to void any of its obligations  
4 under this Plea Agreement. The defendant and its parent agree that, in the event that the United  
5 States is released from its obligations under this Plea Agreement and brings criminal charges  
6 against the defendant or its parent for any offense referred to in Paragraph 14 of this Plea  
7 Agreement, the statute of limitations period for such offense shall be tolled for the period  
8 between the date of the signing of this Plea Agreement and six (6) months after the date the  
9 United States gave notice of its intent to void its obligations under this Plea Agreement.

10 21. The defendant understands and agrees that in any further prosecution  
11 of it or its parent resulting from the release of the United States from its obligations under this  
12 Plea Agreement, because of the defendant's or its parent's violation of this Plea Agreement, any  
13 documents, statements, information, testimony, or evidence provided by it, its parent, or current  
14 or former directors, officers, or employees of it or its parent, to attorneys or agents of the United  
15 States, federal grand juries, or courts, and any leads derived therefrom, may be used against it or  
16 its parent in any such further prosecution. In addition, the defendant unconditionally waives its  
17 right to challenge the use of such evidence in any such further prosecution, notwithstanding the  
18 protections of Fed. R. Evid. 410.

19 **ENTIRETY OF AGREEMENT**

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

24 23. The undersigned is authorized to enter this Plea Agreement on behalf of the  
25 defendant as evidenced by the Resolution of the Board of Directors of the defendant attached to,  
26 and incorporated by reference in, this Plea Agreement.

27 //

28 //

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

4 25. A facsimile or PDF signature shall be deemed an original signature for the  
5 purpose of executing this Plea Agreement. Multiple signature pages are authorized for the  
6 purpose of executing this Plea Agreement.

7  
8 Respectfully Submitted,

9 

10 

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11 Judy Jui-Chu Lin  
12 President  
13 Maxzone Vehicle Lighting Corp.

14 Dated: 9/16/11

15 

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16 Jacklin Chou Lem  
17 May Lee Heye  
18 Howard J. Parker  
19 Kelsey C. Linnett  
20 Trial Attorneys  
21 U.S. Department of Justice  
22 Antitrust Division  
23 450 Golden Gate Avenue  
24 Box 36046, Room 10-0101  
25 San Francisco, CA 94102  
26 Tel: (415) 436-6660; Fax: (415) 436-6687  
27 jacklin.lem@usdoj.gov

28 Dated: \_\_\_\_\_

15 

---

  
16 Jui-Hua Lai  
17 General Manager  
18 Depo Auto Parts Industrial Co., Ltd.  
19 Guarantor

20 Dated: \_\_\_\_\_

23 

---

  
24 Peter J. Carney  
25 Charles C. Moore  
26 White & Case LLP  
27 701 Thirteenth Street, NW  
28 Washington, DC 20005  
Counsel for Maxzone Vehicle Lighting Corp.

29 Dated: \_\_\_\_\_

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

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5 purpose of executing this Plea Agreement. Multiple signature pages are authorized for the  
6 purpose of executing this Plea Agreement.

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8 Respectfully Submitted,  
9

10 Judy Jui-Chu Lin  
11 President  
12 Maxzone Vehicle Lighting Corp.

13 Dated: \_\_\_\_\_  
14

15 *Jui-Hua Lai*  
16 Jui-Hua Lai  
17 General Manager  
18 Depo Auto Parts Industrial Co., Ltd.  
19 Guarantor

20 Dated: 2011.9.15  
21  
22

Jacklin Chou Lem  
May Lee Heye  
Howard J. Parker  
Kelsey C. Linnett  
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jacklin.lem@usdoj.gov

Dated: \_\_\_\_\_


23 Peter J. Carney  
24 Charles C. Moore  
25 White & Case LLP  
26 701 Thirteenth Street, NW  
27 Washington, DC 20005  
28 Counsel for Maxzone Vehicle Lighting Corp.

Dated: \_\_\_\_\_

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

4 25. A facsimile or PDF signature shall be deemed an original signature for the  
5 purpose of executing this Plea Agreement. Multiple signature pages are authorized for the  
6 purpose of executing this Plea Agreement.

7  
8 Respectfully Submitted,

9   
10 \_\_\_\_\_  
11 Judy Jui-Chu Lin  
12 President  
13 Maxzone Vehicle Lighting Corp.

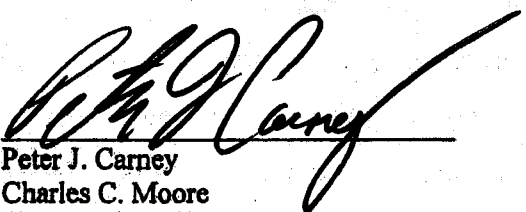
14 Dated: 9/16/11

15 \_\_\_\_\_  
16 Jui-Hua Lai  
17 General Manager  
18 Depo Auto Parts Industrial Co., Ltd.  
19 Guarantor

20 Dated: \_\_\_\_\_

21 \_\_\_\_\_  
22 Jacklin Chou Lem  
23 May Lee Heye  
24 Howard J. Parker  
25 Kelsey C. Linnett  
26 Trial Attorneys  
27 U.S. Department of Justice  
28 Antitrust Division  
450 Golden Gate Avenue  
Box 36046, Room 10-0101  
San Francisco, CA 94102  
Tel: (415) 436-6660; Fax: (415) 436-6687  
jacklin.lem@usdoj.gov

Dated: \_\_\_\_\_

29   
30 \_\_\_\_\_  
31 Peter J. Carney  
32 Charles C. Moore  
33 White & Case LLP  
34 701 Thirteenth Street, NW  
35 Washington, DC 20005  
36 Counsel for Maxzone Vehicle Lighting Corp.

37 Dated: 9/19/2011



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7  
8 Respectfully Submitted,

*Jacklin Chou Lem*

9  
10 \_\_\_\_\_  
11 Judy Jui-Chu Lin  
12 President  
13 Maxzone Vehicle Lighting Corp.

14 \_\_\_\_\_  
15 Jacklin Chou Lem  
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12 Dated: \_\_\_\_\_

18 Dated: 9/20/11

15 \_\_\_\_\_  
16 Jui-Hua Lai  
17 General Manager  
18 Depo Auto Parts Industrial Co., Ltd.  
19 Guarantor

18 Dated: \_\_\_\_\_

22 \_\_\_\_\_  
23 Peter J. Carney  
24 Charles C. Moore  
25 White & Case LLP  
26 701 Thirteenth Street, NW  
27 Washington, DC 20005  
28 Counsel for Maxzone Vehicle Lighting Corp.

27 Dated: \_\_\_\_\_

**Resolution of the Board of Directors Meeting  
DEPO Auto Parts Industrial Co., Ltd.**

**Whereas**, on February 10, 2009, the United States Department of Justice (DOJ) issued a grand jury subpoena to the Company's U.S. subsidiary, Maxzone Vehicle Light Corp., as part of the DOJ's criminal investigation into alleged price fixing in the aftermarket automotive lighting industry; and, further,

**Whereas**, the DOJ and Maxzone have agreed to enter into a Plea Agreement covering Maxzone and its subsidiaries and affiliates (including the Company), on the agreed terms and conditions as set forth in the attached execution version of the Plea Agreement; and, further,

**Now, therefore, let it be:**

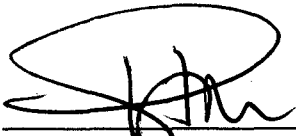
**Resolved**, that the Board of Directors approve the Plea Agreement; and, further,

**Resolved**, that Ms. Lin (Hsu), Jui-Chu ("Judy"), President of Maxzone, is hereby authorized to sign the Plea Agreement on Maxzone's behalf, to attend any legal proceedings in connection with the plea, and to act in any such way and to sign any document on behalf of Maxzone concerning the Plea Agreement as deemed necessary by the Company's external legal counsel White & Case LLP; and, further,

**Resolved**, that Mr. Lai, Jui-Hua, the Company's General Manager, is hereby authorized to sign the Plea Agreement on the Company's behalf (in the Company's role as guarantor); and, further,

**Resolved**, that Mr. Su, Chun-Cheng, a member of the internal legal Task Force established to address issues relating to the DOJ investigation, is hereby authorized to represent the Company in any legal proceedings in connection with the Plea Agreement.

**Chairman of the Board**

  
\_\_\_\_\_  
HSU SHIU-MIN

**Secretary of the Board**

  
\_\_\_\_\_  
WEI, CHIN-CHUAN