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Attorneys for the United States

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA)	CR 11-0599 RS
)	
v.)	
)	PLEA AGREEMENT
SABRY LEE (U.S.A.), INC.,)	
)	
Defendant.)	
)	
)	
)	

The United States of America and Sabry Lee (U.S.A.), Inc. ("defendant"), a corporation organized and existing under the laws of California, 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 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. The defendant also
19 knowingly and voluntarily waives any objection or defense it may have to the prosecution of the
20 charged offense based on statutes of limitation. Pursuant to Fed. R. Crim. P. 7(b), the defendant
21 will waive indictment and plead guilty to a one-count Information to be filed in the United States
22 District Court for the Northern District of California. The Information will charge the defendant
23 with participating in a conspiracy to suppress and eliminate competition by fixing the prices of
24 aftermarket automotive lighting equipment ("aftermarket auto lights") sold in the United States
25 and elsewhere, from about September 2003 to about September 2005, in violation of the
26 Sherman Antitrust Act, 15 U.S.C. § 1.

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

4 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

7 (a) For purposes of this Plea Agreement, the “relevant period” is that period
8 from about September 2003 to about September 2005. During the relevant period, the
9 defendant was a corporation organized and existing under the laws of California and had
10 its principal place of business in City of Industry, California. During the relevant period,
11 the defendant was a major United States distributor of aftermarket auto lights produced
12 by Company A, an entity organized and existing under the laws of Taiwan. Aftermarket
13 auto lights are incorporated into an automobile after its original sale, usually as repairs
14 following a collision, but also as accessories and upgrades. Lighting components include
15 items such as headlights, taillights, fog lights, turn signals, brake signals, and reflectors.
16 Aftermarket auto lights are sold through U.S. distributors to aftermarket auto lights
17 wholesalers, retailers, and automotive repair shops.

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

27 (c) During the relevant period, aftermarket auto lights sold by one or more of
28 the conspirator firms, and equipment and supplies necessary to the production and

1 distribution of aftermarket auto lights, as well as payments for aftermarket auto lights,
 2 traveled in interstate and foreign commerce. The business activities of the defendant and
 3 its co-conspirators in connection with the production and sale of aftermarket auto lights
 4 that were the subjects of this conspiracy were within the flow of, and substantially
 5 affected, interstate and foreign trade and commerce.

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

9 POSSIBLE MAXIMUM SENTENCE

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

13 (a) \$100 million (15 U.S.C. § 1);

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

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

18 6. In addition, the defendant understands that:

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

21 (b) pursuant to §8B1.1 of the United States Sentencing Guidelines
 22 (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) or 18 U.S.C. § 3563(b)(2) or
 23 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and

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

26 SENTENCING GUIDELINES

27 7. The defendant understands that the Sentencing Guidelines are advisory, not
 28 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,

1 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing
 2 sentence. The defendant understands that the Guidelines determinations will be made by the
 3 Court by a preponderance of the evidence standard. The defendant understands that although the
 4 Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its
 5 sentence must be reasonable based upon consideration of all relevant sentencing factors set forth
 6 in 18 U.S.C. § 3553(a).

7 SENTENCING AGREEMENT

8 8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant
 9 agree that the appropriate disposition of this case is, and agree to recommend jointly that the
 10 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of
 11 \$200,000 payable in full before the fifteenth (15th) day after the date of judgment, and no order
 12 of restitution ("the recommended sentence"). The parties agree that there exists no aggravating
 13 or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by
 14 the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure
 15 pursuant to U.S.S.G. §5K2.0. The parties agree not to seek or support any sentence outside of
 16 the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in this
 17 Plea Agreement. The parties further agree that the recommended sentence set forth in this Plea
 18 Agreement is reasonable.

19 (a) The defendant understands that the Court will order it to pay a \$400
 20 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine
 21 imposed.

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

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1 (c) Both parties will recommend that no term of probation be imposed, but the
 2 defendant understands that the Court's denial of this request will not void this Plea
 3 Agreement.

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

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

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

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

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

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

20 DEFENDANT'S COOPERATION

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

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1 (a) producing to the United States all non-privileged documents, information,
2 and other materials, wherever located (and with translations into English), in the
3 possession, custody, or control of the defendant, requested by the United States in
4 connection with any Federal Proceeding; and

5 (b) using its best efforts to secure the full, truthful, and continuing
6 cooperation, as defined in Paragraph 13 of this Plea Agreement, of the current and
7 former directors, officers, and employees of the defendant as may be requested
8 by the United States, but excluding Chien Chung Chen, a/k/a Andrew Chen, including
9 making these persons available in the United States and at other mutually agreed-upon
10 locations, at the defendant's expense, for interviews and the provision of testimony in
11 grand jury, trial, and other judicial proceedings in connection with any Federal
12 Proceeding.

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

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

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

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

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

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

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

GOVERNMENT'S AGREEMENT

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

15. The United States agrees to the following:

(a) Upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence and subject to the exceptions noted in Paragraph 15(c), the United States will not bring criminal charges

1 against any current or former director, officer, or employee of the defendant for any act
2 or offense committed before the date of this Plea Agreement and while that person was
3 acting as a director, officer, or employee of the defendant that was undertaken in
4 furtherance of an antitrust conspiracy involving the manufacture or sale of aftermarket
5 auto lights ("Relevant Offense"), except that the protections granted in this paragraph
6 shall not apply to Chien Chung Chen, a/k/a Andrew Chen;

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

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

17 (d) Except as provided in Paragraph 15(e), information provided by a person
18 described in Paragraph 15(b) to the United States under the terms of this Plea Agreement
19 pertaining to any Relevant Offense, or any information directly or indirectly derived from
20 that information, may not be used against that person in a criminal case, except in a
21 prosecution for perjury (18 U.S.C. § 1621), making a false statement or declaration
22 (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18 U.S.C. § 1503, *et seq.*);

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

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

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

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

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

REPRESENTATION BY COUNSEL

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

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VOLUNTARY PLEA

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

VIOLATION OF PLEA AGREEMENT

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

21. The defendant understands and agrees that in any further prosecution of it resulting from the release of the United States from its obligations under this Plea Agreement, because of the defendant's violation of this Plea Agreement, any documents, statements, information, testimony, or evidence provided by it or current or former directors, officers, or employees of it, to attorneys or agents of the United States, federal grand juries, or

1 courts, and any leads derived therefrom, may be used against it in any such further prosecution.
2 In addition, the defendant unconditionally waives its right to challenge the use of such evidence
3 in any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

4 22. The defendant discontinued all business operations in September 2009. The
5 United States understands that the defendant intends to terminate all activities at the conclusion
6 of this criminal prosecution. Further, the United States agrees that the termination of all
7 activities by the defendant will not be deemed to be a violation of any obligation contained
8 within this agreement.

9 **ENTIRETY OF AGREEMENT**

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

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

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

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RESOLUTION ADOPTED BY

Sabry Lee (USA), Inc.

A California Corporation

August 29, 2011

WHEREAS, Sabry Lee (USA), Inc. (the "Company") has been the subject of a criminal investigation by the United States Department of Justice Antitrust Division ("DOJ");


WHEREAS, the DOJ has communicated to outside counsel, Irell & Manella LLP ("Irell"), that it is willing to accept a non-trial disposition of the investigation in the form of a corporate felony plea agreement with a fine of \$200,000;

WHEREAS, it is deemed to be advisable and in the best interests of the Company that the Company enter into a plea agreement with the DOJ to resolve the investigation;

NOW, THEREFORE, BE IT RESOLVED, that the Company is authorized to enter into a plea agreement with the DOJ;


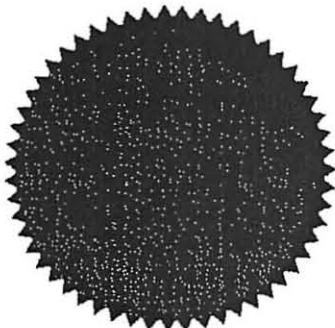
RESOLVED FURTHER, that Irell hereby is authorized, empowered, and directed to do or cause to be done all such acts or things and to execute and deliver, or cause to be executed and delivered, all such agreements with the DOJ, in the name and on behalf of the Company, including appearing in U.S. District Court on behalf of the Company to enter the plea;

RESOLVED FURTHER, that Irell hereby is authorized, empowered, and directed to execute in open court a Waiver of Indictment pursuant to Federal Rule of Criminal Procedure 7(b), in the name and on behalf of the Company, which has been advised of the nature of the charge and of its rights.



Tim Kau To, President of Sabry Lee (USA), Inc.

Subscribed and sworn to (or affirmed) before me, a Notary Public in and for the HONG KONG on this 29th day of August, 2011, by Tim Kau To, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Signature of Notary Public.
NG HON YING
Notary Public
HKSAR

10th Floor, Henan Building,
15-19 Luand Road,
Wanchai, Hong Kong.

Respectfully Submitted,

Tim Kau To
President
Sabry Lee (U.S.A.), Inc.

Jacklin Chou Lem
May Lee Heye
Howard J. Parker
Kelsey C. Linnett
Trial Attorneys
U.S. Department of Justice
Antitrust Division
450 Golden Gate Avenue
Box 36046, Room 10-0101
San Francisco, CA 94102

Dated: _____

Dated: _____

Brian J. Hennigan
Aarti Khanolkar Wilson
Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, CA 90067
Counsel for Sabry Lee (U.S.A.), Inc.

Dated: 9/6/11

26. 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.

Respectfully Submitted,

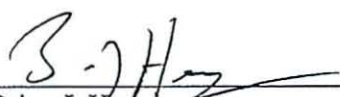


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Tim Kau To
President
Sabry Lee (U.S.A.), Inc.

Dated: _____

Dated: 9/6/11



Brian J. Hennigan
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Los Angeles, CA 90067
Counsel for Sabry Lee (U.S.A.), Inc.

Dated: 9/6/11