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Attorneys for the United States

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA

v.

SATOSHI OKUBO (aka OHKUBO),
Defendant.

No.

CE-17-74-JD-1

VIOLATION: 15 U.S.C. § 1

Price Fixing

PLEA AGREEMENT

The United States of America and Satoshi Okubo ("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 Japan, to decline to accept service of the

1 Summons in this case, and to contest the jurisdiction of the United States to prosecute this
 2 case against him in the United States District Court for the Northern District of
 3 California;

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

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

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

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

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

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

13 **AGREEMENT TO PLEAD GUILTY**

14 **AND WAIVE CERTAIN RIGHTS**

15 2. The defendant knowingly and voluntarily waives the rights set out in
 16 subparagraphs 1(b)-(h) above. The defendant also knowingly and voluntarily waives the right to
 17 file any appeal, any collateral attack, or any other writ or motion, including but not limited to an
 18 appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or § 2255, that challenges the
 19 sentence imposed by the Court if that sentence is consistent with or below the recommended
 20 sentence in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by
 21 the Court. This agreement does not affect the rights or obligations of the United States as set
 22 forth in 18 U.S.C. § 3742(b)-(c). Nothing in this paragraph, however, will act as a bar to the
 23 defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack
 24 respecting claims of ineffective assistance of counsel or prosecutorial misconduct. The
 25 defendant agrees that there is currently no known evidence of ineffective assistance of counsel or
 26 prosecutorial misconduct. Consistent with Fed. R. Crim. P. 11(b)(1)(O), the defendant
 27 recognizes that if he is not a citizen of the United States pleading guilty may have consequences
 28 with respect to his immigration status, including removal from the United States, denial of

1 citizenship, and denial of admission to the United States in the future. Pursuant to Fed. R. Crim.
 2 P. 7(b), the defendant will waive indictment and plead guilty to a one-count Information to be
 3 filed in the United States District Court for the Northern District of California. The Information
 4 will charge the defendant with participating, from at least as early as August 2002 until in or
 5 about January 2014, in a conspiracy to suppress and eliminate competition by fixing prices and
 6 rigging bids of certain electrolytic capacitors in the United States and elsewhere, in violation of
 7 the Sherman Antitrust Act, 15 U.S.C. § 1.

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

13 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

16 (a) For purposes of this Plea Agreement, the “relevant period” is the period
 17 beginning at least as early as August 2002 until in or about January 2014. From August
 18 2002 to June 2009, defendant worked in capacitor sales at Elna Co., Ltd. (“Elna”), an
 19 entity organized and existing under the laws of Japan and with its principal place of
 20 business in Yokohama, Japan. From July 2009 to January 2014, defendant worked in
 21 capacitor sales at Matsuo Electric Company Limited (“Matsuo”), an entity organized and
 22 existing under the laws of Japan and with its principal place of business in Osaka, Japan.
 23 During the relevant period, the defendant held several titles, including General Manager
 24 of Elna’s Sales Department and Overseas Sales Manager of Matsuo’s Sales Department.
 25 During the relevant period, Elna and Matsuo were manufacturers of electrolytic
 26 capacitors and were engaged in the sale of electrolytic capacitors in the United States and
 27 elsewhere. Electrolytic capacitors are a major subcategory of capacitors, fundamental
 28 components of electrical circuits used primarily to store and regulate electrical current.

1 (b) During the relevant period, the defendant participated in a conspiracy with
 2 other persons and entities engaged in the manufacture and sale of electrolytic capacitors,
 3 the primary purpose of which was to fix prices and rig bids of certain electrolytic
 4 capacitors sold in the United States and elsewhere. In furtherance of the conspiracy, the
 5 defendant engaged in discussions and attended meetings with representatives of other
 6 major electrolytic capacitor manufacturers. During these meetings and discussions,
 7 agreements were reached to fix the price and/or rig bids of certain electrolytic capacitors
 8 to be sold in the United States and elsewhere.

9 (c) During the relevant period, defendant's employers, Elna and Matsuo, and
 10 their coconspirators manufactured certain electrolytic capacitors outside the United States
 11 and sold them in the United States or for delivery to the United States. During the
 12 relevant period, one or more of the conspirator firms sold certain foreign-manufactured
 13 electrolytic capacitors outside the United States for incorporation into products that were
 14 sold in or for delivery to the United States. During the relevant period, certain
 15 electrolytic capacitors sold by one or more of the conspirator firms traveled in interstate
 16 commerce.

17 (d) Acts in furtherance of this conspiracy were carried out within the Northern
 18 District of California. Certain electrolytic capacitors that were the subject of this
 19 conspiracy were sold by one or more of the conspirators to customers in this District.

20 ELEMENTS OF THE OFFENSE

21 5. The elements of the charged offense are that:

22 (a) the conspiracy described in the Information existed at or about the time
 23 alleged;

24 (b) the defendant knowingly became a member of the conspiracy; and

25 (c) the conspiracy described in the Information either (1) substantially
 26 affected interstate and U.S. import trade or commerce in electrolytic capacitors or
 27 occurred within the flow of interstate or U.S. import trade or commerce in electrolytic
 28 capacitors, or (2) had a direct, substantial, and reasonably foreseeable effect on interstate

1 or U.S. import trade or commerce in certain electrolytic capacitor-containing products
2 and that effect, in part, gives rise to the charge in the Information.

3 **POSSIBLE MAXIMUM SENTENCE**

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

7 (a) a term of imprisonment for ten (10) years (15 U.S.C. § 1);

8 (b) a fine in an amount equal to the greatest of (1) \$1 million, (2) twice the
9 gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross
10 pecuniary loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18
11 U.S.C. § 3571(b) and (d)); and

12 (c) a term of supervised release of three (3) years following any term of
13 imprisonment. If the defendant violates any condition of supervised release, the
14 defendant could be required to serve up to two (2) years in prison (18 U.S.C. §
15 3559(a)(3); 18 U.S.C. § 3583(b)(2) and (e)(3); and United States Sentencing Guidelines
16 ("U.S.S.G.," "Sentencing Guidelines," or "Guidelines") § 5D1.2(a)(2)).

17 7. In addition, the defendant understands that:

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

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

22 **SENTENCING GUIDELINES**

23 8. The defendant understands that the Sentencing Guidelines are advisory, not
24 mandatory, but that the Court must consider, in determining and imposing sentence, the
25 Guidelines Manual in effect on the date of sentencing unless that Manual provides for greater
26 punishment than the Manual in effect on the last date that the offense of conviction was
27 committed, in which case the Court must consider the Guidelines Manual in effect on the last
28 date that the offense of conviction was committed. The parties agree there is no *ex post facto*

1 issue under the November 1, 2016 Guidelines Manual. The Court must also consider the other
 2 factors set forth in 18 U.S.C. § 3553(a) in determining and imposing sentence. The defendant
 3 understands that the Court will make Guidelines determinations by applying a standard of
 4 preponderance of the evidence. The defendant understands that although the Court is not
 5 ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must
 6 be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. §
 7 3553(a).

8 SENTENCING AGREEMENT

9 9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C) and subject to the full, truthful, and
 10 continuing cooperation of the defendant, as defined in Paragraph 13 of this Plea Agreement, the
 11 United States and the defendant agree that the appropriate disposition of this case is, and agree to
 12 recommend jointly that the Court impose, a sentence requiring a period of imprisonment of
 13 twelve (12) months and one day; no fine; no period of supervised release; and no order of
 14 restitution (“the recommended sentence”). The defendant agrees that he will not request that he
 15 be allowed to serve any part of his sentence in home detention, intermittent confinement, or
 16 community confinement. The United States will not object to the defendant’s request that the
 17 Court make a recommendation to the Bureau of Prisons that the Bureau of Prisons designate that
 18 the defendant be assigned to a Federal Minimum Security Camp (if possible at Lompoc or Taft,
 19 California) to serve his sentence and that the defendant be released following the imposition of
 20 sentence to allow him to self-surrender to the assigned prison facility on a specified date. The
 21 parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree,
 22 not adequately taken into consideration by the U.S. Sentencing Commission in formulating the
 23 Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not
 24 to seek at the sentencing hearing any sentence outside of the Guidelines range nor any
 25 Guidelines adjustment for any reason that is not set forth in this Plea Agreement. The parties
 26 further agree that the recommended sentence set forth in this Plea Agreement is reasonable.

1 (a) The defendant understands that the Court will order him to pay a \$100
2 special assessment pursuant to 18 U.S.C. § 3013(a)(2)(A) in addition to any fine
3 imposed.

4 (b) In light of the civil cases filed against the defendant's employers,
5 including *In Re: Capacitors Antitrust Litigation* (14-CV-03264-JD), filed in the United
6 States District Court, Northern District of California, which potentially provide for a
7 recovery of a multiple of actual damages, the recommended sentence does not include a
8 restitution order for the offense charged in the Information.

9 10. The United States and the defendant agree that the applicable Guidelines fine and
10 imprisonment ranges exceed the fine and term of imprisonment contained in the recommended
11 sentence set out in Paragraph 9 above. Subject to the full, truthful, and continuing cooperation of
12 the defendant, as defined in Paragraph 13 of this Plea Agreement, and prior to sentencing in this
13 case, the United States agrees that it will make a motion, pursuant to U.S.S.G. § 5K1.1, for a
14 downward departure from the Guidelines fine and imprisonment ranges in this case and will
15 request that the Court impose no fine and the term of imprisonment contained in the
16 recommended sentence set out in Paragraph 9 of this Plea Agreement because of the defendant's
17 substantial assistance in the government's investigation and prosecutions of violations of federal
18 criminal law in the electrolytic capacitors industry.

19 11. Subject to the full, truthful, and continuing cooperation of the defendant, as
20 defined in Paragraph 13 of this Plea Agreement, and prior to sentencing in this case, the United
21 States will fully advise the Court and the Probation Office of the fact, manner, and extent of the
22 defendant's cooperation and his commitment to prospective cooperation with the United States'
23 investigation and prosecutions, all material facts relating to the defendant's involvement in the
24 charged offense, and all other relevant conduct. To enable the Court to have the benefit of all
25 relevant sentencing information, the United States may request, and the defendant will not
26 oppose, that sentencing be postponed until his cooperation is complete.

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28 //

1 12. 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 9 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 subparagraph 12(b) below,
6 will be rendered void. Neither party may withdraw from this Plea Agreement, however,
7 based on the type or location of the prison facility to which the defendant is assigned to
8 serve his sentence.

9 (b) If the Court does not accept the recommended sentence, the defendant will
10 be free to withdraw his guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the defendant
11 withdraws his plea of guilty, this Plea Agreement, the guilty plea, and any statement
12 made in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty plea
13 or this Plea Agreement or made in the course of plea discussions with an attorney for the
14 government will not be admissible against the defendant in any criminal or civil
15 proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, the defendant
16 agrees that, if he withdraws his guilty plea pursuant to this subparagraph of this Plea
17 Agreement, the statute of limitations period for any Relevant Offense, as defined in
18 Paragraph 14 below, will be tolled for the period between the date of signature of this
19 Plea Agreement and the date the defendant withdrew his guilty plea or for a period of
20 sixty (60) days after the date of signature of this Plea Agreement, whichever period is
21 greater. For a period of three (3) consecutive days following such a withdrawal of the
22 guilty plea under this subparagraph, the United States will take no action, based upon
23 either a Relevant Offense or any actual or alleged violation of this Plea Agreement, to
24 revoke the defendant's release on his personal recognizance, to subject the defendant to
25 service of process, arrest, or detention, or to prevent the defendant from departing the
26 United States. The "date of signature of this Plea Agreement," as used in this Agreement,
27 means the date that the United States signs this Agreement.

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DEFENDANT'S COOPERATION

13. The defendant will cooperate fully and truthfully with the United States in the prosecution of this case, the current federal investigation of violations of federal antitrust and related criminal laws involving the manufacture or sale of electrolytic capacitors, any federal investigation resulting therefrom, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party (collectively "Federal Proceeding"). Federal Proceeding includes, but is not limited to, an investigation, prosecution, litigation, or other proceeding regarding obstruction of, the making of a false statement or declaration in, the commission of perjury or subornation of perjury in, the commission of contempt in, or conspiracy to commit such offenses in, a Federal Proceeding. The full, truthful, and continuing cooperation of the defendant will include, but not be limited to:

(a) producing in the United States and at other mutually agreed-upon locations all documents, including claimed personal documents, and other materials, wherever located, not protected under the attorney-client privilege or the work-product doctrine, (and with translations into English), in the possession, custody, or control of the defendant, that are requested by attorneys and agents of the United States in connection with any Federal Proceeding;

(b) making himself available for interviews in the United States and at other mutually agreed-upon locations, upon the request of attorneys and agents of the United States in connection with any Federal Proceeding;

(c) responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or conspiracy to commit such offenses;

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(d) otherwise voluntarily providing the United States with any material or information not requested in (a) - (c) of this paragraph and not protected under the attorney-client privilege or work-product doctrine that he may have that is related to any Federal Proceeding; and

(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 a false statement or declaration 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.*).

GOVERNMENT'S AGREEMENT

14. Subject to the full, truthful, and continuing cooperation of the defendant, as defined in Paragraph 13 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 signature of this Plea Agreement that was undertaken in furtherance of an antitrust conspiracy involving the manufacture or sale of electrolytic capacitors ("Relevant Offense"). The nonprosecution terms of this paragraph do not apply to (a) any acts of perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses; (b) civil matters of any kind; (c) any violation of the federal tax or securities laws or conspiracy to commit such offenses; or (d) any crime of violence.

15. The United States agrees that when the defendant 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 the defendant to arrest, detention, or service of process, or to prevent the defendant from departing the United States. This paragraph does not apply to the

1 defendant's commission of perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a
2 false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. §
3 1503, *et seq.*), contempt (18 U.S.C. §§ 401 - 402), or conspiracy to commit such offenses.

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

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

22 (c) So that the defendant will be able to obtain any nonimmigrant visa that he
23 may need to travel to the United States, DHS and the Visa Office, United States
24 Department of State, have concurred in the granting of a nonimmigrant waiver of the
25 defendant's inadmissibility, pursuant to Attachment A. This waiver will remain in effect
26 so long as this agreement not to seek to remove the defendant remains in effect. While
27 the waiver remains in effect, the Department of State will waive any denial, made on the
28 basis of the defendant's guilty plea and conviction in this case, of the defendant's

1 application for a nonimmigrant visa, and DHS will waive any denial, made on the basis
2 of his guilty plea and conviction in this case, of his application for admission as a
3 nonimmigrant. This nonimmigrant waiver only applies to applications for entry as a
4 nonimmigrant. DHS does not agree to waive any grounds of removability on an
5 application for an immigrant visa.

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

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

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

14 (iii) does not engage in any other conduct that would warrant his
15 removal from the United States under the Immigration and Nationality Act.

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

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

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

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

10 **REPRESENTATION BY COUNSEL**

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

18 **VOLUNTARY PLEA**

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

24 **VIOLATION OF PLEA AGREEMENT**

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

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

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

20 **ENTIRETY OF AGREEMENT**

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

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

27 //

28 //

24. A facsimile or PDF signature will 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,

BY: _____
SATOSHI OKUBO

BY: Paradi Javandel
JACKLIN CHOU LEM
HOWARD J. PARKER
PARADI JAVANDEL

Dated: _____

Trial Attorneys
U.S. Department of Justice
Antitrust Division

Dated: February 7, 2017

BY: _____
ARIEL A. NEUMAN
Bird, Marella P.C.
Counsel for Satoshi Okubo

Dated: _____

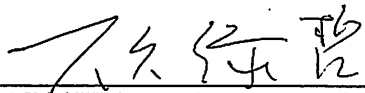
I, _____, hereby certify that I am a professional translator and am competent to translate between the Japanese and English languages. I also certify that I provided to SATOSHI OKUBO a complete and accurate translation of this agreement from the original English version into Japanese to the best of my abilities and belief.

Translator: _____

Dated: _____

24. A facsimile or PDF signature will 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,


BY: 
SATOSHI OKUBO

BY: _____
JACKLIN CHOU LEM
HOWARD J. PARKER
PARADI JAVANDEL

Dated: Feb. 07. 2017

Trial Attorneys
U.S. Department of Justice
Antitrust Division

Dated: _____

BY: 
ARIEL A. NEUMAN
Bird, Marella P.C.
Counsel for Satoshi Okubo

Dated: February 7, 2017

I, _____, hereby certify that I am a professional translator and am competent to translate between the Japanese and English languages. I also certify that I provided to SATOSHI OKUBO a complete and accurate translation of this agreement from the original English version into Japanese to the best of my abilities and belief.

Translator: _____ Dated: _____

24. A facsimile or PDF signature will 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,

BY: _____
SATOSHI OKUBO

BY: _____
JACKLIN CHOU LEM
HOWARD J. PARKER
PARADI JAVANDEL

Dated: _____

Trial Attorneys
U.S. Department of Justice
Antitrust Division

Dated: _____

BY: _____
ARIEL A. NEUMAN
Bird, Marella P.C.
Counsel for Satoshi Okubo

Dated: _____

I, Sadaaki Matsutani, hereby certify that I am a professional translator and am competent to translate between the Japanese and English languages. I also certify that I provided to SATOSHI OKUBO a complete and accurate translation of this agreement from the original English version into Japanese to the best of my abilities and belief.

Translator: Sadaaki Matsutani Dated: Feb. 6, 2017