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7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 SAN FRANCISCO DIVISION

10 UNITED STATES OF AMERICA )  
11 )  
12 Plaintiff, )  
v. )  
13 CHAE KYUN CHUNG, )  
14 Defendant. )

Case No. CR 06-0126 PJH  
PLEA AGREEMENT

15 PLEA AGREEMENT

16 The United States of America and Chae Kyun Chung (“Defendant”) hereby enter into  
17 the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal  
18 Procedure (“Fed. R. Crim. P.”):

19 RIGHTS OF DEFENDANT

- 20 1. Defendant understands that he has the right:  
21 (a) to be represented by an attorney;  
22 (b) to be charged by Indictment;  
23 (c) to plead not guilty to any criminal charge brought against him;  
24 (d) as a citizen and resident of the Republic of Korea (“Korea”), to decline to  
25 accept service of the Summons in this case, and to contest the jurisdiction of the United  
26 States to prosecute this case against him in the United States District Court for the  
27 Northern District of California;  
28

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

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

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

7 (h) to appeal his conviction; and

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

9 **AGREEMENT TO PLEAD GUILTY**  
10 **AND WAIVE CERTAIN RIGHTS**

11 2. Defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-  
12 (h) above, including all jurisdictional defenses to the prosecution of this case, and agrees  
13 voluntarily to consent to the jurisdiction of the United States to prosecute this case against him  
14 in the United States District Court for the Northern District of California. Defendant also  
15 knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other  
16 writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under  
17 28 U.S.C. § 2241 or 2255 that challenges the sentence imposed by the Court, if that sentence is  
18 consistent with or below the recommended sentence in Paragraph 8 of this Plea Agreement,  
19 regardless of how the sentence is determined by the Court. This agreement does not affect the  
20 rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b)-(c). Nothing in this  
21 paragraph, however, shall act as a bar to the Defendant perfecting any legal remedies he may  
22 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of  
23 counsel. Further, pursuant to Fed. R. Crim. P. 7(b), Defendant will waive Indictment and plead  
24 guilty at arraignment to a one-count Information to be filed in the United States District Court  
25 for the Northern District of California. The Information will charge that beginning on or about  
26 April 1, 1999, and continuing until on or about June 15, 2002, Hynix Semiconductor Inc.  
27 (“Hynix”) and co-conspirators participated in a conspiracy in the United States and elsewhere to  
28 suppress and eliminate competition by fixing the price of dynamic random access memory

1 (“DRAM”) to be sold to certain original equipment manufacturers of personal computers and  
2 servers (“OEMs”), in violation of the Sherman Antitrust Act, 15 U.S.C. § 1. The Information  
3 will further charge that Defendant, an employee of Hynix, joined and participated in the  
4 charged conspiracy from on or about April 1, 2001, until on or about June 15, 2002.

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

8 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

11 (a) For purposes of this Plea Agreement, the “relevant period” is that period  
12 from on or about April 1, 2001, to on or about June 15, 2002. Hynix is an entity organized and  
13 existing under the laws of Korea, with its principal place of business in Korea. During the  
14 relevant period, Defendant was employed by Hynix as the Director, Global Strategic Account  
15 Sales for Memory Products.

16 (b) DRAM is the most commonly used semiconductor memory product.  
17 DRAM provides high-speed storage and retrieval of electronic information in personal  
18 computers, servers, and other devices.

19 (c) In the course of his employment during the relevant period, Defendant  
20 was engaged in the sale of DRAM in the United States. Among other responsibilities,  
21 Defendant recommended to his superiors and other employees at Hynix the prices for the sale of  
22 DRAM to be sold to certain OEMs in the United States.

23 (d) During the relevant period, Defendant participated in a pre-existing  
24 conspiracy, as described below, in the United States and elsewhere among certain DRAM  
25 producers and their officers and employees, the primary purpose of which was to raise the price  
26 of DRAM sold to certain OEMs. The conspiracy directly affected these OEMs in the United  
27 States: Dell Inc., Hewlett-Packard Company, Compaq Computer Corporation, International  
28 Business Machines Corporation, Apple Computer Inc., and Gateway, Inc. Defendant

1 participated in the conspiracy by engaging in communications with representatives of other  
2 DRAM producers and sellers, during which information on pricing was exchanged between  
3 competitors with the effect of influencing the price of DRAM sold to certain OEMs. Also  
4 during these communications understandings were reached, the effect of which was to stabilize  
5 and raise the price of DRAM sold to certain OEMs. Defendant also participated in the  
6 conspiracy by reporting pricing information to his superiors with the knowledge that minimum  
7 pricing floors for the sale of DRAM to certain OEMs in the United States would be set based on  
8 pricing information obtained by him and other Hynix employees in communications with  
9 competitors.

10 (e) In addition, during the relevant period Defendant was aware of the  
11 existence of the conspiracy among the employees of Hynix, and he knowingly consented to the  
12 participation of one or more of his subordinate employees in that conspiracy.

13 (f) During the relevant period, DRAM sold by one or more of the  
14 conspirators, equipment and supplies necessary to the production and distribution of DRAM,  
15 and payments for DRAM, traveled in interstate and foreign commerce. The business activities  
16 of Defendant and his co-conspirators in connection with the production and sale of DRAM  
17 affected by this conspiracy were within the flow of, and substantially affected, interstate and  
18 foreign trade and commerce.

19 (g) Acts in furtherance of this conspiracy were carried out within the  
20 Northern District of California. Furthermore, DRAM affected by this conspiracy was sold by  
21 one or more of the conspirators to customers in this District.

22 **POSSIBLE MAXIMUM SENTENCE**

23 5. Defendant understands that the statutory maximum penalty which may be  
24 imposed against him upon conviction for a violation of Section One of the Sherman Antitrust  
25 Act is:

- 26 (a) a term of imprisonment for three (3) years (15 U.S.C. § 1);  
27 (b) a fine in an amount equal to the greatest of (1) \$350,000, (2) twice the  
28 gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross

1 pecuniary loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18  
2 U.S.C. § 3571(b) and (d)); and

3 (c) a term of supervised release of one (1) year following any term of  
4 imprisonment. If Defendant violates any condition of supervised release, Defendant  
5 could be imprisoned for the entire term of supervised release (18 U.S.C. § 3559(a)(5);  
6 18 U.S.C. § 3583(b)(3) and (e)(3); and United States Sentencing Guideline (“U.S.S.G.”  
7 or “Guidelines”) § 5D1.2(a)(3)).

8 6. In addition, Defendant understands that:

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

11 (b) pursuant to 18 U.S.C. § 3013(a)(2)(A) and U.S.S.G. § 5E1.3, this  
12 Court is required to order Defendant to pay a \$100.00 special assessment  
13 upon conviction for the charged crime.

#### 14 **SENTENCING GUIDELINES**

15 7. Defendant understands that the Sentencing Guidelines are advisory, not  
16 mandatory, but that the Court must consider the Guidelines, along with the other factors set  
17 forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. Defendant understands  
18 that the Guidelines determinations will be made by the Court by a preponderance of the  
19 evidence standard. Defendant understands that although the Court is not ultimately bound to  
20 impose a sentence within the applicable Guidelines range, its sentence must be reasonable based  
21 upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Pursuant  
22 to U.S.S.G. § 1B1.8, the United States agrees that self-incriminating information that Defendant  
23 provides to the United States pursuant to this Plea Agreement will not be used to increase the  
24 volume of affected commerce attributable to Defendant or in determining the Defendant’s  
25 applicable Guidelines range, except to the extent provided in U.S.S.G. § 1B1.8(b). Defendant  
26 and the United States agree that the Court should consider the Guidelines in effect at the time of  
27 the offense, June 15, 2002, rather than at the time of sentencing, in accordance with U.S.S.G. §  
28 1B1.11(b). The United States and Defendant agree that the Guidelines may be applied and, if

1 applied, the applicable sentencing guidelines is U.S.S.G. § 2R1.1 with a base level of 10, a  
2 volume of commerce adjustment of plus 7 pursuant to U.S.S.G. § 2R1.1(b)(2)(G); a role in the  
3 offense adjustment of plus 3 pursuant to U.S.S.G. § 3B1.1, for a sub-total of 20; less a 3-level  
4 adjustment for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a) and (b), for a total  
5 offense level of 17. Further, the United States agrees to make a motion for downward departure  
6 pursuant to Paragraph 10 herein and U.S.S.G. § 5K1.1, recommending that Defendant be  
7 sentenced to the recommended sentence agreed to below.

8 **SENTENCING AGREEMENT**

9 8. (a) Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and Defendant  
10 agree that the appropriate disposition of this case is, and agree to recommend jointly that the  
11 Court impose, a sentence requiring that Defendant pay to the United States a criminal fine of  
12 \$250,000, payable in full before the fifteenth (15<sup>th</sup>) day after the date of judgment; a period of  
13 incarceration of seven months; no order of restitution; and no period of supervised release (“the  
14 recommended sentence”). Defendant understands that this Court will order him to pay a \$100  
15 special assessment pursuant to 18 U.S.C. § 3013(a)(2)(A) in addition to any fine imposed. The  
16 parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a  
17 degree, not adequately taken into consideration by the U.S. Sentencing Commission in  
18 formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The  
19 parties agree not to seek or support any sentence outside of the Guidelines range nor any  
20 Guidelines adjustment for any reason that is not set forth in this Plea Agreement. The parties  
21 further agree that the recommended sentence set forth in this Plea Agreement is reasonable.

22 (b) The United States will not object to Defendant’s request that the Court  
23 make a recommendation to the Bureau of Prisons that the Bureau of Prisons designate that  
24 Defendant be assigned to a Federal Minimum Security Camp (and specifically to the Lompoc  
25 Prison Camp in Lompoc, California) to serve his sentence of imprisonment and that Defendant  
26 be released on his own personal recognizance following the imposition of sentence to allow him  
27 to self-surrender to the designated institution on a specified date.

1           9.       The United States and Defendant agree that, pursuant to U.S.S.G. § 5E1.1(b),  
2 Defendant should not be ordered to pay restitution in light of the civil cases filed against Hynix,  
3 Defendant's employer, including *In re DRAM Antitrust Litigation*, No. M-02-1486-PJH, MDL  
4 No. 1486, consolidated in the United States District Court, Northern District of California,  
5 which potentially provide for a recovery of a multiple of actual damages.

6           10.       The United States and Defendant agree that the applicable Guidelines fine and  
7 incarceration ranges exceed the fine and term of imprisonment contained in the recommended  
8 sentence set out in Paragraph 8 above. Subject to the full and continuing cooperation of  
9 Defendant, as described in Paragraph 13 of this Plea Agreement, and prior to sentencing in this  
10 case, the United States agrees that it will make a motion, pursuant to U.S.S.G. § 5K1.1, for a  
11 downward departure from the Guidelines fine and incarceration ranges in this case. The motion  
12 for downward departure is based on cooperation that has already occurred and any additional  
13 cooperation that may occur prior to sentencing. Furthermore, the United States will request that  
14 this Court impose the fine and term of imprisonment contained in the recommended sentence  
15 set out in Paragraph 8 of this Plea Agreement because of Defendant's substantial assistance in  
16 the government's investigation and prosecutions of violations of federal criminal law in the  
17 DRAM industry.

18           11.       The United States and Defendant jointly submit that this Plea Agreement and the  
19 record that will be created by the United States and Defendant at the plea and sentencing  
20 hearing will provide sufficient information concerning Defendant, the offense charged in this  
21 case, and Defendant's role in the offense to enable the meaningful exercise of sentencing  
22 authority by this Court under 18 U.S.C. § 3553. The United States will not object to  
23 Defendant's request that this Court accept Defendant's plea of guilty and impose sentence on an  
24 expedited schedule as early as the date of arraignment, based upon the record provided by  
25 Defendant and the United States, under the provisions of Rule 32(b)(1), Fed. R. Crim. P.,  
26 U.S.S.G. § 6A1.1, and Criminal Local Rule 32-1(b). The Court's denial of the request to  
27 impose sentence on an expedited schedule will not void this Plea Agreement. Should the Court  
28 deny Defendant's request to impose sentence on an expedited schedule, the United States agrees

1 that, at the initial appearance or arraignment, it will recommend the release of Defendant on his  
2 personal recognizance and without bond, under 18 U.S.C. § 3142, without restriction as to  
3 travel, pending the sentencing hearing in this case.

4 12. The United States and Defendant understand that this Court retains complete  
5 discretion to accept or reject the recommended sentence provided for in Paragraph 8 of this Plea  
6 Agreement.

7 (a) If this Court does not accept the recommended sentence, the United States  
8 and Defendant agree that this Plea Agreement, except for Paragraph 12(b) below, shall  
9 be rendered void. Neither party may withdraw from this Plea Agreement, however,  
10 based on the type or location of the correctional facility to which Defendant is assigned  
11 to serve his sentence.

12 (b) If this Court does not accept the recommended sentence, Defendant will be  
13 free to withdraw his guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If Defendant  
14 withdraws his plea of guilty, this Plea Agreement, the guilty plea, and any statement  
15 made in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty  
16 plea or this Plea Agreement or made in the course of plea discussions with an attorney  
17 for the government shall not be admissible against Defendant in any criminal or civil  
18 proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, should the  
19 Court not accept the Plea Agreement and should Defendant then withdraw his guilty  
20 plea, the United States agrees that it will dismiss the Information, without prejudice to  
21 the United States' right to indict Defendant on the charge contained in the Information  
22 and any other related charges. In addition, Defendant agrees that, if he withdraws his  
23 guilty plea pursuant to this subparagraph of the Plea Agreement, the statute of  
24 limitations period for any Relevant Offense, as defined in Paragraph 13 below, will be  
25 tolled for the period between the date of the signing of the Plea Agreement and the date  
26 Defendant withdrew his guilty plea or for a period of sixty (60) days after the date of the  
27 signing of the Plea Agreement, whichever is greater. For a period of three (3)  
28 consecutive days following such a withdrawal of the guilty plea under this



1 subparagraph, the United States shall take no action, based upon either a Relevant  
2 Offense or any actual or alleged violation of the Plea Agreement, to revoke Defendant's  
3 release on his personal recognizance, to subject Defendant to service of process, arrest,  
4 or detention, or to prevent Defendant from departing the United States.

5 **DEFENDANT'S COOPERATION**

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

12 (a) producing in the United States and at other mutually agreed-  
13 upon locations all non-privileged documents, including claimed personal documents,  
14 and other non-privileged materials, wherever located, in the possession, custody, or  
15 control of Defendant, requested by attorneys and agents of the United States;

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

19 (c) responding fully and truthfully to all inquiries of the United  
20 States in connection with any Federal Proceeding, without falsely implicating any  
21 person or intentionally withholding any non-privileged information, subject to the  
22 penalties of making false statements (18 U.S.C. § 1001) and obstruction of justice (18  
23 U.S.C. § 1503);

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

27 (e) when called upon to do so by the United States in connection  
28 with any Federal Proceeding, testifying in grand jury, trial, and other judicial

1 proceedings in the United States, fully, truthfully, and under oath, subject to the  
2 penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand  
3 jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401 - 402), and  
4 obstruction of justice (18 U.S.C. § 1503).

5 **GOVERNMENT’S AGREEMENT**

6 14. Subject to the full, truthful, and continuing cooperation of Defendant, as  
7 described in Paragraph 13 of this Plea Agreement, and upon the Court’s acceptance of the guilty  
8 plea called for by this Plea Agreement and the imposition of the recommended sentence, the  
9 United States will not bring further criminal charges against Defendant for any act or offense  
10 committed before the date of this Plea Agreement that was undertaken in furtherance of an  
11 antitrust conspiracy involving the manufacture or sale of DRAM or undertaken in connection  
12 with any investigation of such a conspiracy (“Relevant Offense”). The nonprosecution terms of  
13 this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or  
14 securities laws, or to any crime of violence.

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

24 16. (a) Subject to the full and continuing cooperation of the Defendant,  
25 as described in Paragraph 13 of this Plea Agreement, and upon the Court’s acceptance of  
26 the Defendant’s guilty plea and imposition of sentence in this case, the United States  
27 agrees not to seek to remove the Defendant from the United States under Sections 238  
28 and 240 of the Immigration and Nationality Act, 8 U.S.C. §§ 1228 and 1229a, based

1 upon the Defendant's guilty plea and conviction in this case, should the Defendant apply  
2 for or obtain admission to the United States as a nonimmigrant (hereinafter referred to as  
3 the "agreement not to seek to remove the Defendant"). The agreement not to seek to  
4 remove the Defendant is the equivalent of an agreement not to exclude the Defendant  
5 from admission to the United States as a nonimmigrant or to deport the Defendant from  
6 the United States. (Immigration and Nationality Act § 240(e)(2), 8 U.S.C. §  
7 1229a(e)(2)).

8 (b) The Antitrust Division of the United States Department of Justice has  
9 consulted with United States Immigration and Customs Enforcement ("ICE") on behalf  
10 of the United States Department of Homeland Security ("DHS"). ICE, on behalf of  
11 DHS and in consultation with the United States Department of State, has agreed to the  
12 inclusion in this Plea Agreement of this agreement not to seek to remove the Defendant.  
13 The Secretary of DHS has delegated to ICE the authority to enter this agreement on  
14 behalf of DHS.

15 (c) So that the Defendant will be able to obtain any nonimmigrant  
16 visa that he may need to travel to the United States, DHS and the Visa Office, United  
17 States Department of State, have concurred in the granting of a nonimmigrant waiver of  
18 the Defendant's inadmissibility. This waiver will remain in effect so long as this  
19 agreement not to seek to remove the Defendant remains in effect. While the waiver  
20 remains in effect, the Department of State will not deny the Defendant's application for  
21 a nonimmigrant visa on the basis of the Defendant's guilty plea and conviction in this  
22 case, and DHS will not deny his application for admission as a nonimmigrant on the  
23 basis of his guilty plea and conviction in this case.

24 (d) This agreement not to seek to remove the Defendant will remain  
25 in effect so long as the Defendant:

26 (i) acts and has acted consistently with his cooperation

27 obligations under this Plea Agreement;

28 (ii) is not convicted of any felony under the laws of the United

1 States or any state, other than the conviction resulting from the Defendant's  
2 guilty plea under this Plea Agreement or any conviction under the laws of any  
3 state resulting from conduct constituting an offense subject to this Plea  
4 Agreement; and

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

7 The Defendant understands that should the Antitrust Division become aware that the  
8 Defendant has violated any of these conditions, the Antitrust Division will notify DHS.  
9 DHS will then determine, in consultation with the Antitrust Division, whether to rescind  
10 this agreement not to seek to remove the Defendant.

11 (e) The Defendant agrees to notify the Assistant Attorney General  
12 of the Antitrust Division should the Defendant be convicted of any other felony under  
13 the laws of the United States or of any state.

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

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

1 **REPRESENTATION BY COUNSEL**

2 18. Defendant has reviewed all legal and factual aspects of this case with his attorney  
3 and is fully satisfied with his attorney’s legal representation. Defendant has thoroughly  
4 reviewed this Plea Agreement with his attorney and has received satisfactory explanations from  
5 his attorney concerning each paragraph of this Plea Agreement and alternatives available to  
6 Defendant other than entering into this Plea Agreement. After conferring with his attorney and  
7 considering all available alternatives, Defendant has made a knowing and voluntary decision to  
8 enter into this Plea Agreement.

9 **VOLUNTARY PLEA**

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

15 **VIOLATION OF PLEA AGREEMENT**

16 20. Defendant agrees that, should the United States determine in good faith, during  
17 the period that any Federal Proceeding is pending, that Defendant has failed to provide full and  
18 truthful cooperation, as described in Paragraph 13 of this Plea Agreement, or has otherwise  
19 violated any provision of this Plea Agreement, the United States will notify Defendant or his  
20 counsel in writing by personal or overnight delivery or facsimile transmission and may also  
21 notify his counsel by telephone of its intention to void any of its obligations under this Plea  
22 Agreement (except its obligations under this paragraph), and Defendant shall be subject to  
23 prosecution for any federal crime of which the United States has knowledge including, but not  
24 limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement.

25 Defendant may seek Court review of any determination made by the United States under this  
26 Paragraph to void any of its obligations under the Plea Agreement. Defendant agrees that, in  
27 the event that the United States is released from its obligations under this Plea Agreement and  
28 brings criminal charges against Defendant for any Relevant Offense, the statute of limitations

1 period for such offense will be tolled for the period between the date of the signing of this Plea  
2 Agreement and six (6) months after the date the United States gave notice of its intent to void  
3 its obligations under this Plea Agreement.

4 21. Defendant understands and agrees that in any further prosecution  
5 of him resulting from the release of the United States from its obligations under this Plea  
6 Agreement based on Defendant's violation of the Plea Agreement, any documents, statements,  
7 information, testimony, or evidence provided by him to attorneys or agents of the United States,  
8 federal grand juries, or courts, and any leads derived therefrom, may be used against him in any  
9 such further prosecution. In addition, Defendant unconditionally waives his right to challenge  
10 the use of such evidence in any such further prosecution, notwithstanding the protections of  
11 Fed. R. Evid. 410.

12 22. Defendant agrees to and adopts as his own the factual statement contained in  
13 Paragraph 4 above. In the event that Defendant breaches the Plea Agreement, Defendant agrees  
14 that the Plea Agreement, including the factual statement contained in Paragraph 4 above,  
15 provides a sufficient basis for any possible future extradition request that may be made for his  
16 return to the United States to face charges either in the Information referenced in Paragraph 2 of  
17 this Plea Agreement or in any related indictment. Defendant further agrees not to oppose or  
18 contest any request for extradition by the United States to face charges either in the Information  
19 referenced in Paragraph 2 of this Plea Agreement or in any related indictment.

20 **ENTIRETY OF AGREEMENT**

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

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

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

DATED: February 28, 2006

Respectfully submitted,

BY:

/s/  
Chae Kyun Chung  
Defendant

/s/  
Counsel for Defendant  
Edward Swanson  
Swanson & McNamara LLP  
300 Montgomery Street, Ste. 1100  
San Francisco, CA 94104  
Tel: (415) 477-3800

/s/  
Niall E. Lynch (CSBN 157959)  
Nathanael M. Cousins (CSBN 177944)  
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