

of the United States Department of Justice and	
in connection with possible	or other conduct violative of Section 1 of the
Sherman Act, 15 U.S.C. § 1, in the	This
agreement is conditional and depends upon	satisfying the conditions set forth
below. After all of these conditions are met, the Div	ision will notify in writing
that the application has been granted. It is further	agreed that disclosures made by counsel for
in furtherance of the amnesty	application will not constitute a waiver of the
attomey-client privilege or the work-product privile	sge.

AGREEMENT

]. Representations:	desires to report to the Antitrust Division possible
or other conduct violative	of the Sherman Act in the
("the ant	icompetitive activity being reported").

represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: agrees to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

(a) providing a full exposition of all facts known to providing a full exposition of all facts known to provide the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody, or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers, and employees of **secure the Antitrust Division** and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers, and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly, and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which and the satisfaction of the participant.

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request the Antitrust Division will bring this Agreement to the attention of other of prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal

prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to an advect the full, continuing, and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of the second second who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at

reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury orother 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), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of the attention of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust



Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Sincerely yours.

	UNUNK LIVISIOD
Dear	
This letter sets forth the terms and condit	ions of an agreement between the Antistast Division of
the United States Department of Justice and	
mbadiary	in.
connection with a possible	or other conduct violative of

This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify the writing that the application has been granted. It is further agreed that disclosures made by counsel for for the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: desires to report to the Antirust Division a possible violative of the Sharman Act in the

Section 1 of the Sherman Act; 15 U.S.C. § 1, in the

(hereinafter "the anticompetitive activity being reported"). represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
- (b) did not operce any other party to participate in the activity and was not the leader in, or the originator of, the activity.

2. Cooperation: Agrees to provide full, continuing and complete cooperation to the Antinust Division in connection with the activity being reported, including, but not limited to, the following:

> (a) providing a full exposition of all fasts known to anticompetitive activity being reported;

> > ATR/FOIA-405

Page 2

- (b) providing promptly, and without requirement of subpocus, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the axtent not already produced;
- (c) using its best efforts to secure the complete, candid and truthful cooperation of its current directors, officers and employees, and encouraging such persons voluntarily to provide the Antibust Division with any information relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony as the Ability Division may require at the times and places designated by the Antituust Division;
- (e) using its best efforts to consure that current directors, officers and employees who provide information to the Anthrust Division respond completely, candidly and untifully to all questions asked in interviews, grand jury appearances, at trial, and other proceedings;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division make no attempt either to falsely implicate or protect any person or entity or intentionally withhold any information; and
- (g) making all reasonable efforts, to the astisfaction of the Antitrust Division, to pay reating the any person or entity injured as a result of the anticompetitive activity being reported.

3. Corparate Leatency: Subject to verification of representations in personals 1 above, and subject to its fall, continuing and complete cooperation, as described in paragraph 2 above, the Antitrast Division agrees conditionally to accept antipart of the Corporate Lesioney Program, as explained in an Antitrast Division policy statement dated August 10, 1993 (attached). Putpunal to that policy, the Anthrust Division agrees not to bring any triminal prosecution against for any act of offense it may have committed prior to the date of this agreement in connection. with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Amimust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antiirust Division at any time determines that has violated this Agreement, this Agreement shall be wid, into the Corporate Loniency and the Antitrust Division may revoke the conditional acceptance of Program. Should the Antimust Division revolve the conditional acceptance of into the Corporate Lonency Program, the Antistust Division may thereafter inkints a privinal processition against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current

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director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against the say such prosecution.

4. Non-Prospention: Protection For Current Corporate Directors, Officers And Employees: Subject to find full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of

who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antirust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at gring prior to the date of this agreement in connection with the anticompetitive activity being reported.

Such full and truthful cooperation shall include, but not be limited to:

- (a) making his relevant personal documents and records available in the United States to attorneys and agents of the United States without requirement of a subpoena;
- (b) making himself available in the United States to attorneys and agents of the United States for interviews;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the auticompetitive activity being reported, without fulsely implicating or protecting any person or intentionally withholding any information;
- (d) otherwise giving the United States access to knowledge or information he may have relevant to the nationspetitive activity being reported; and
- (c) when called upon to do so by the United States, testifying in trial and gread jury or other proceedings in the United States, faily, truthfaily, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making takes statements or declarations is gread jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments is this paragraph are binding only upon the Astitrust Division, although, upon the request of the Astitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current dimeter, officer or coupleyee of the state of a state of the state of the

ATR/FOIA-407

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5. Eatire Agreement: This latter constitutes the outire agreement between the Antitrust Division and **State Band** supersedes all prior understandings. if any, whether oral or written, relating to the subject metter berein.

6. Authority And Capacity: The Antitust Division and **Example present** and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties bereto.

The signatories below acknowledge acceptance of the foregoing terms and coaditions.



ATR/FOIA-408

	U.S. Department of Justice
	Antitrust Division
Re:	
Dear	
of Paragraph 8 of the Cond	
	Sincerely,



U. S. Department of Justice

Antitrust Division

VIA FACSIMILE



This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and in connection with possible and for other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the

This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Antitrust Division will notify the in writing that the application has been granted. It is further agreed that disclosures made by counsel for the in furtherance of the annesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: desires to report to the Antitrust Division conduct constituting criminal violations of the Sherman Act in the ("the anticompetitive activity being reported").

represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: agrees to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody, or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers, and employees of **secure** and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers, and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial;
- (f) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing, and complete cooperation. as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution for any act or offense committed prior to the date of this letter in against connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer, or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

4. Non-Prosecution Protection for Corporate Directors, Officers, and Employees: Subject to the full, continuing, and complete cooperation, the Antitrust Division agrees that current and former directors, officers, and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information not requested in (a)-(c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer, or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity, or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and **Sector** and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority and Capacity: The Antitrust Division and the present and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,



Attachment

ATR/FOIA-414

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U.S. Department of Justice

Antitrust Division



Gentlemen:

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and the subsidiaries subsidiaries (hereinafter for the Sherman Act, 15 U.S.C. § 1, in the States Department is conditional and depends upon satisfying the Conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for the the the amount of the amount of the attorneyclient privilege or the work-product privilege.

AGREEMENT

1. Representations: desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the

to the Antitrust Division that, in connection with the anticompetitive activity being reported") means represents

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did non-coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which the was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal for any act or offense it may have committed prior to the date of this prosecution against letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust into the Corporate Leniency Program, the Division revoke the conditional acceptance of Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or

former director, officer or employee of the to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other 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), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Sincerely yours,



U. S. Department of Justice

Antitrust Division

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Dear			

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AGREEMENT

1. Representations: desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the

Division that, in connection with the anticompetitive activity being represents to the Antitrust

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: Expression to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of the representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 into Part A of the Corporate above, the Antitrust Division agrees conditionally to accept Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of bc. Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the into the Corporate Leniency Program. Should the Antitrust conditional acceptance of into the Corporate Leniency Program, the Division revoke the conditional acceptance of Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current director, officer or

employee of the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to the second second

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of **the second second** 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and **sector** and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours.



U.S. Department of Justice

Antitust Division



This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and the set of Section 1 of the Sherman Act. 15 U.S.C. § 1, in the set of the set

AGREEMENT

1. Representations: desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the represents to the Antitrust Division that, in connection with the anticompetitive activity reported, it:

- - (a) took prompt and effective action to determine its part in upon discovery of the activity; and
 - (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of,

2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

(a) providing a full exposition of all facts known to relating to the second se

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with **Sector Sector** as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the antitrust Division relevant
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the antitrust was a participant.

Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees into Part B of the Corporate Leniency conditionally to accept Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal for any act or offense it may have committed prosecution against prior to the date of this letter in connection with The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall

be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the second second

4. Non-Prosecution Protection For Corporate Directors, Officers and Employees: Subject to manufacture full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of the date of this letter in connection with the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the date of this letter in connection with cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a)-(c) of this paragraph, that he or she may have relevant to
- (e) When called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C.§ 1623), in connection with

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the second second the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the second se

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and the subject matter herein.

6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Sincerely yours,

	A TO LETTER AGREEM	ENT BETWEEN	
AND THE A	NTITRUST DIVISION O	F THE U.S. DEPARTMEN	T OF JUSTICE
	Antim	and the Antitrust the Letter Agreement, signed ust Agreement, on vision is amended to reflect	by between
1. participate in the	is an Corporate Legicncy Prog		d is eligible to
2.	is d	eemed an employee of	25
the term "employ	vee" is used in the Letter A	greement	

		Antitrust Div	vision	
Dear				

in connection with possible Section 1 of the Sherman Act. | 5 U.S.C. § 1, in the This agreement is conditional and depends upon Applicant satisfying the conditions set forth below. After all of these conditions are met, the Division will notify Applicant in writing that the application has been granted. It is further agreed that disclosures made by counsel for Applicant in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: Applicant desires to report to the Antitrust Division possible for other conduct violative of the Sherman Act in the ("the anticompetitive activity being reported"). Applicant represents to the Antitrust Division that, in connection with the anticompetitive activity being reported and did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the activity.

2. Cooperation: Applicant agrees to provide full, continuing, and complete cooperation to the Antitust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making available for interviews in the United States upon request of attorneys and agents of the United States;



- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

3. Individual Leniency: Subject to verification of Applicant's representations in paragraph 1 above, and subject to Applicant's full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Applicant into the Individual Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1994 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Applicant for any act or offensed may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. If the Antitrust Division at any time determines that Applicant has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Applicant into the Individual Leniency Program. Should the Antitrust Division revoke the conditional acceptance of Applicant into the Individual Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against Applicant, without limitation. Should such a prosecution be initiated, any documentary information, statements, or other information provided by Applicant to the Antitrust Division pursuant to this Agreement may be used against Applicant in any such prosecution.

4. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Applicant, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. The commitments in this paragraph are binding only upon the Antitrust Division. Sincerely,

The signatories below acknowledge acceptance of the foregoing terms and conditions.

ATR/FOIA-430

U.S. Department of Justice
Antitrust Division
Dear
This letter sets forth the terms and conditions of an agreement between the Antitrust
Division of the United States Department of Justice and
in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the industry for
This Agreement is conditional and depends upon satisfying the conditions set forth below.
After all of these conditions are met, the Division will notify the financian writing that the application has been granted. It is further agreed that disclosures made by counsel for the further ance of
the amnesty application will not constitute a waiver of the attorney-client privilege or the work- product privilege.
AGREEMENT
1. Representations: desires to report to the Antitrust Division possible
or other conduct violative of the Sherman Act in the
for ("the anticompetitive activity being reported").
represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:
(a) took prompt and effective action to terminate its part in the anticompetitive
activity being reported upon discovery of the activity; and
(b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to providing to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of the and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which the was a participant.

representations in paragraph 1 Corporate Leniency: Subject to verification of above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Lenicncy Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal for any act or offense it may have committed prior to the date of this prosecution against letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the into the Corporate Leniency Program. Should the Antitrust conditional acceptance of Division revoke the conditional acceptance of the into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by well as any statements or other information provided by any current director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against the in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to the full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other 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), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution. 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.





	Re:	
Dear		

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and the set of the Sterman Act, 15 U.S.C. § 1, in the States Department of Justice and States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the States Department of Justice and States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the States Department of Justice and States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman States of Section 1 of the Sterman Act, 15 U.S.C. § 1, in the Sterman Ste

AGREEMENT



(b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: Example agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- providing a full exposition of all facts known to set the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoent, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- O) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of encouraging such persons voluntarily to provide the Antitrast Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which **setting** was a participant.

3. Corporate Lenlency: Subject to verification of the presentations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept the prior of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against the formation of the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon
the Antitrust Division will bring this Agreement to the attention of other request of prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by the set well as any statements or other information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

4. Non-Prosecution Protection for Corporate Directors, Officers and Employees: Subject to **Statistics** full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of **Statistics** who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at

reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- O) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - O) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other 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), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his/her obligations bereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual shall be void, and any leniency, immunity or non-prosecution. Should any leniency, immunity or non-prosecution granted be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and **Section** and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority and Capacity: The Antitust Division and second party represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Sincerely yours,

ATR/FOIA-438



This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and the state of a defined below, in connection with possible the state of or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the state of the state of

AGREEMENT

1. Representations:	and any of its subsidiaries that are or	have in the past
been engaged in the		
desire to report to	o the Antitrust Division possible	or other
conduct violative of the Sherman Act in	n the	
("the anticompetitive act	tivity being reported"). represen	ts to the Antitrust
Division that, in connection with the anticompetitive activity being reported, it:		

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

(a) providing a full exposition of all facts known to anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Lenlency: Subject to verification of representations in paragraph l above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the into the Corporate Leniency Program. Should the Antitrust conditional acceptance of Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information as well as any statements or other information provided by any current or provided by

former director, officer or employee of **second** to the Antitrust Division pursuant to this Agreement, may be used against **second** in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of the admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other 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), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution. 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and the represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Sincerely yours.

	U.S. Departmen of Justice	
	Antitrust Division	
	· · ·	
Re:		
Dear		
This letter sets forth the terms and condition of the United States Department of Justice and	is of an agreement between the Antitrust Division	
	e of Section 1 of the Sherman Act, 15 U.S.C. § 1, This	
agreement is conditional and depends upon all of these conditions are met, the Division will n been granted. It is further agreed that disclosures m	satisfying the conditions set forth below. After totify a writing that the application has	
amnesty application will not constitute a waiver of		

AGREEMENT

1. Representations: desires to report to the Antitust Division possible or other conduct violative of the Sherman Act in the

privilege.

that, in connection with the anticompetitive activity being reported") represents to the Antitrust Division

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items relating to the anticompetitive activity being reported in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity located in the United States injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph l above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal for any act or offense it may have committed prior to the date of this prosecution against letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional

acceptance of the comporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the comporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against the without limitation. Should such a prosecution be initiated, any documentary or other information provided by the as well as any statements or other information provided by any current or former director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against the antitrust Division in any such

prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of the state of as well as former personnel who do not consult or work, and have not consulted or worked since leaving the state of t

who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other 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), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any

leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Sincerely yours,



This letter sets firsts the imme and conditions of an automent between the Antimust Division of the United States Department of Justice and subsidiaries in connection with possible and of other conduct

violative of Section 1 of the Shatman Act, 15 U.S.C. § 1; is the This agreement is conditional and

depends upon settinging the conditions set forth below. After all of these conditions are met, the Division will notify the time in writing that the application has been granted. It is further agreed that disclosures made by counsel for the stimute in furthermore of the atmenty application will not constitute a waiver of the attorney-client privilege or the work-product privilege, except as provided in Paragraph 2(g) below.

AGREEMENT

Representations: desires to report to the Antimust Division nonable or other conduct violative of the Sherman Act in the ""the anticompetitive activity being reported").
reported"). represents to the Antimust Division that:
(a) upon discovery of the anticompetitive activity being reported, it took prompt and effective activity act (i) terminate its part in the activity and (ii) come forward and report the activity; and

(b) it did not course any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

The representation of the Anthrony Division upon its discovery, is critical to the Division's analysis as to whether the Anthrony Division sumber 7 of Part B of its Corporate Lanisacy Program because of the advanced stage of the Anthrony Division's investigation at the time of the application. In varifying the representations in 1(a)(i) and 1(a)(ii), the Division will pay particular struction to whether sufficiently representatives of the company for legal metters had knowledge of the anticompetitive activity being reported prior to the company for legal metters had knowledge of the anticompetitive activity being reported prior to the company for legal metters had knowledge of the anticompetitive activity being reported prior to the company for legal metters had knowledge of the anticompetitive activity being reported prior to the company for legal metters had knowledge of the anticompetitive activity being reported prior to the company for legal metters had knowledge of the anticompetitive activity being reported prior to the company for legal meters had knowledge of the anticompetitive activity being reported prior to the company for legal meters had knowledge of the anticompetitive activity being reported prior to the company for legal meters had knowledge of the anticompetitive activity being reported prior to the company for legal meters had knowledge of the anticompetitive activity being reported prior to the company for legal meters had knowledge of the anticompetitive activity being reported prior to the company for legal meters had knowledge of the anticompetitive activity being reported prior to the company for legal meters had knowledge of the anticompetitive activity being reported prior to the company for legal meters and the company for legal meters had knowledge activity being reported prior to the company for legal meters and the com

2. Cooperation: **Examples** agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to providing to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subposes, all documents or other items in its possession, castody or southol, wherever located, requested by the Aktivant Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees of

and encouraging such persons voluntarily to provide the Antistant Division with any information they may have relevant to the anticompetitive activity being reported;

- (d) facilitating the ability of current directors, officers, employees, and to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (c) using its best afforts to source that current directors, officers, unployees, and the subcompetitive activity being reported respond completely, candidly and trathfully to all quantices saked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to assure that current directors, officers, employees, and assure the provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate may person or entity;
- (g) weiving its attorney-client and work-product privileges with respect to (i) any information obtained by relating to the auticompetitive activity bring reported; and (ii) any information obtained by inside or outside counsel for relevant to the Antitrast Division's verification of the representation in 1(a)(i) above.
- (h) making all reasonable efforts, to the satisfaction of the Antibust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

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3. Corperate Leulency: Subject to verification of the representations of Paragraph 1 above, and subject to its full, communing and complete cooperation, as described in Paragraph 2 above, the Antitrast Division agrees conditionally to accept into Part B of the Corporate Loniency Program, as explained in an Anthrone Division policy statement dated August 10, 1993 (attached). Puryount to that policy, the Anthrast Division agrees not to bring my criminal prosecution against for any set or offcase it may have committed wire to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antituast Division will bring this Agreement to the stigation of other prosecuting offices or administrative accucies. If the Antitust Division at my time determines that has violated this Agreement, this Agreement shall be void, and the Antistust Division may revoke the conditional acceptance of into the Corporate Lenisboy Program. Should the Antistust Division revoke the conditional acceptance of the state into the Corporate Leniency Program, the Antiquest Division may thereafter initiate a criminal prosocution against without limitation. Should such a prossection be initiated, say documentary or other information as well as my sustainents or other information provided by my current ployes of the Astimust Division pursuant to this Agreement. provided by to the Amitrust Division pursuant to this Agreement, director, officer or employee of in my such prosecution. may be used against

4. Non-Proceeding Protection For Corporate Directors. Officers And Employees: Subject to the full, continuing and complete cooperation of the statement Division agrees that current directors, officers, and supployees of the statement of the Antitute Division in knowledge of, or participation in, and fully and stubifully cooperate with the Antitute Division in its investigation of the anticompetitive activity being reported, shall not be proceeding criminally by the Antitute Division for any act or officerse committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or berself available for interviews in the United States upon the request of atomsys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials of information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the antisompetitive activity being reported; and
- (c) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, withfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false

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·J.

statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitust Division, although, upon the request of the Antitust Division will bring this Agreement to the stantion of other prosenting offices or administrative agencies. In the event a current director, officer, or employee of the stantistic of the stantistrative agencies. In the event a current director, officer, or employee of the stantistic of the stantistrative agencies. In the event a current director, officer, or employee of the stantistic of the stantistrative agencies. In the event a current director, officer, or employee of the stantistic of the stantistrative agencies in the stantistic of the stantist of the stantistic of the stantistic

5. Entire Agreement: This lotter constitutes the entire agreement between the Antitrust Division and **Sector and supersectes all prior understandings**, if my, whether oral or written, relating to the subject matter berein.

6. Authority And Capacity: The Against Division and an every second and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the sutherity and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below scienowledge acceptance of the foregoing terms and conditions.



Sincerely yours,

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