

1 ALEXANDRA J. SHEPARD (Cal. Bar No. 205143)
2 CHRISTOPHER M. RIES (Ohio Bar No. 0080028)
3 Antitrust Division
4 U.S. Department of Justice
5 450 Golden Gate Avenue
6 Box 36046, Room 10-0101
7 San Francisco, CA 94102-3478
8 Tel: (415) 436-6660; Fax: (415) 436-6687
9 alexandra.shepard@usdoj.gov
10 christopher.ries@usdoj.gov
11 Attorneys for the United States

FILED

OCT 10 2013

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION

12 UNITED STATES OF AMERICA) CR 04:13-0473-YGR
13)
14 v.) **PLEA AGREEMENT**
15)
16 LG CHEM, LTD.,)
17 Defendant.)

18
19 The United States of America and LG Chem, Ltd. (“the defendant”), a corporation
20 organized and existing under the laws of the Republic of Korea (“Korea”), hereby enter into the
21 following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal
22 Procedure (“Fed. R. Crim. P.”):

23 **RIGHTS OF DEFENDANT**

- 24 1. The defendant understands its rights:
25 (a) to be represented by an attorney;
26 (b) to be charged by Indictment;
27 (c) as a corporation organized and existing under the laws of the Republic of
28 Korea, to decline to accept service of the Summons in this case, and to contest the

1 jurisdiction of the United States to prosecute this case against it in the United States
2 District Court for the Northern District of California;

3 (d) to plead not guilty to any criminal charge brought against it;

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

7 (f) to confront and cross-examine witnesses against it and to subpoena
8 witnesses in its defense at trial;

9 (g) to appeal its conviction if it is found guilty; and

10 (h) to appeal the imposition of the sentence against it.

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

12 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph
13 1(b)-(g) above. The defendant also knowingly and voluntarily waives the right to file any
14 appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal
15 under 18 U.S.C. § 3742, that challenges the sentence imposed by the Court if that sentence is
16 consistent with or below the recommended sentence in Paragraph 9 of this Plea Agreement,
17 regardless of how the sentence is determined by the Court. This agreement does not affect the
18 rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b)-(c). Nothing in this
19 paragraph, however, will act as a bar to the defendant perfecting any legal remedies it may
20 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of
21 counsel or prosecutorial misconduct. The defendant agrees that there is currently no known
22 evidence of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R.
23 Crim. P. 7(b), the defendant will waive indictment and plead guilty to a one-count Information to
24 be filed in the United States District Court for the Northern District of California. The
25 Information will charge the defendant with participating in a conspiracy to suppress and
26 eliminate competition by fixing the prices of cylindrical lithium ion battery cells sold in the
27 United States and elsewhere for use in notebook computer battery packs from about April 2007
28 to about September 2008, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

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

4 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

7 (a) For purposes of this Plea Agreement, the “relevant period” is that period
8 from about April 2007 to about September 2008.

9 (b) During the relevant period, the defendant was a corporation organized and
10 existing under the laws of the Republic of Korea. The defendant had its principal place
11 of business in Seoul, Korea. During the relevant period, the defendant, a producer of
12 cylindrical lithium ion battery cells, was engaged in the sale of cylindrical lithium ion
13 battery cells in the United States and elsewhere and employed 200 or more individuals.
14 The cylindrical lithium ion battery cells sold by LG Chem are rechargeable batteries that,
15 when incorporated in groups into more powerful battery packs, are commonly used to
16 power notebook computers and power tools.

17 (c) During the relevant period, the defendant, through its employees,
18 including high-level personnel of the defendant, participated in a conspiracy with other
19 persons and entities engaged in the manufacture and sale of cylindrical lithium ion
20 battery cells, the primary purpose of which was to fix the prices of cylindrical lithium ion
21 battery cells sold in the United States and elsewhere for use in notebook computer battery
22 packs. In furtherance of the conspiracy, the defendant, through its employees, engaged in
23 discussions and attended meetings with representatives of competitors. During these
24 discussions and meetings, agreements were reached to fix the prices of cylindrical lithium
25 ion battery cells sold in the United States and elsewhere for use in notebook computer
26 battery packs.

27 (d) During the relevant period, cylindrical lithium ion battery cells sold by one
28 or more of the conspirator firms for use in notebook computer battery packs, and

1 notebook computer battery packs containing the price-fixed cells, as well as payments for
2 notebook computer battery packs and cylindrical lithium ion battery cells used in
3 notebook computer battery packs, traveled in interstate and foreign trade and commerce.
4 The business activities of the defendant and its co-conspirators in connection with the
5 production and sale of cylindrical lithium ion battery cells used in notebook computer
6 battery packs that were the subjects of this conspiracy were within the flow of, and
7 substantially affected, interstate and foreign trade and commerce. During the relevant
8 period, the defendant's sales of cylindrical lithium ion battery cells used in notebook
9 computer battery packs affecting U.S. customers totaled at least \$3,359,000.

10 (e) Acts in furtherance of this conspiracy were carried out within the Northern
11 District of California. Cylindrical lithium ion battery cells used in notebook computer
12 battery packs and battery packs containing the price-fixed cells that were the subjects of
13 this conspiracy were sold by one or more of the conspirators to customers in this District.

14 **ELEMENTS OF THE OFFENSE**

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

- 16 (a) the conspiracy described in the Information existed at or about the time
17 alleged;
18 (b) the defendant knowingly became a member of the conspiracy; and
19 (c) the conspiracy described in the Information either affected interstate and
20 foreign commerce in goods or services or occurred within the flow of interstate and
21 foreign commerce in goods or services.

22 **POSSIBLE MAXIMUM SENTENCE**

23 6. The defendant understands that the statutory maximum penalty that may be
24 imposed against it upon conviction for a violation of Section One of the Sherman Antitrust Act is
25 a fine in an amount equal to the greatest of:

- 26 (a) \$100 million (15 U.S.C. § 1);
27 (b) twice the gross pecuniary gain the conspirators derived from the crime (18
28 U.S.C. § 3571(c) and (d)); or

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

3 7. In addition, the defendant understands that:

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

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

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

11 **SENTENCING GUIDELINES**

12 8. The defendant understands that the Sentencing Guidelines are advisory, not
13 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,
14 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing
15 sentence. The defendant understands that the Guidelines determinations will be made by the
16 Court by a preponderance-of-the-evidence standard. The defendant understands that although
17 the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its
18 sentence must be reasonable, based upon consideration of all relevant sentencing factors set forth
19 in 18 U.S.C. § 3553(a).

20 **SENTENCING AGREEMENT**

21 9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant
22 agree that the appropriate disposition of this case is, and agree to recommend jointly that the
23 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of
24 \$1,056,000, payable in full before the thirtieth (30th) day after the date of judgment, and no order
25 of restitution. The parties agree that there exists no aggravating or mitigating circumstance of a
26 kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission
27 in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0.
28 The parties agree not to seek at the sentencing hearing any sentence outside of the Guidelines

1 range nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement.
2 The parties further agree that the recommended sentence set forth in this Plea Agreement is
3 reasonable.

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

7 (b) In light of the civil cases filed against the defendant in multiple
8 jurisdictions, including In Re: Lithium Ion Batteries Antitrust Litigation, No.13-md-
9 02420-YGR (N.D. Cal.), in the United States District Court, Northern District of
10 California, which potentially provide for a recovery of a multiple of actual damages, the
11 recommended sentence does not include a restitution order for the offense charged in the
12 Information.

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

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

1 10. Subject to the full, truthful, and continuing cooperation of the defendant and its
2 subsidiaries, as defined in Paragraph 12 of this Plea Agreement, and before sentencing in this
3 case, the United States will fully advise the Court and the Probation Office of the fact, manner,
4 and extent of the defendant's cooperation and its commitment to prospective cooperation with
5 the United States' investigation and prosecutions, all material facts relating to the defendant's
6 involvement in the charged offense, and all other relevant conduct.

7 11. The United States and the defendant understand that the Court retains complete
8 discretion to accept or reject the recommended sentence set forth in Paragraph 9.

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

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

DEFENDANT'S COOPERATION

25
26 12. The defendant and its subsidiaries will cooperate fully and truthfully with the
27 United States in the prosecution of this case, the current federal investigation of violations of
28 federal antitrust and related criminal laws involving the manufacture or sale of cylindrical

1 lithium ion battery cells, any other federal investigation resulting therefrom, and any litigation or
2 other proceedings arising or resulting from any such investigation to which the United States is a
3 party (“Federal Proceeding”). The defendant’s subsidiaries for purposes of this Plea Agreement
4 are entities in which the defendant had a greater than 50% ownership interest as of the date of
5 signature of this Plea Agreement. The full, truthful, and continuing cooperation of the defendant
6 and its subsidiaries will include, but not be limited to:

7 (a) producing to the United States all non-privileged documents, information,
8 and other materials, wherever located (and with translations into English), in the
9 possession, custody, or control of the defendant or any of its subsidiaries, requested by
10 the United States in connection with any Federal Proceeding; and

11 (b) using its best efforts to secure the full, truthful, and continuing
12 cooperation, as defined in Paragraph 13 of this Plea Agreement, of the current and former
13 directors, officers, and employees of the defendant or any of its subsidiaries as may be
14 requested by the United States, but excluding the three individuals listed in Attachment A
15 filed under seal, including making these persons available in the United States and at
16 other mutually agreed-upon locations, at the defendant’s expense, for interviews and the
17 provision of testimony in grand jury, trial, and other judicial proceedings in connection
18 with any Federal Proceeding. Current directors, officers, and employees are defined for
19 purposes of this Plea Agreement as individuals who are directors, officers, or employees
20 of the defendant and its subsidiaries as of the date of this Plea Agreement.

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

24 (a) producing in the United States and at other mutually agreed-upon
25 locations all non-privileged documents, including claimed personal documents, and other
26 materials, wherever located (and with translations into English), requested by attorneys
27 and agents of the United States in connection with any Federal Proceeding;
28

1 (b) making himself or herself available for interviews in the United States and
2 at other mutually agreed-upon locations, not at the expense of the United States, upon the
3 request of attorneys and agents of the United States in connection with any Federal
4 Proceeding;

5 (c) responding fully and truthfully to all inquiries of the United States in
6 connection with any Federal Proceeding, without falsely implicating any person or
7 intentionally withholding any information, subject to the penalties of making false
8 statements or declarations (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. §
9 1503, *et seq.*), or conspiracy to commit such offenses;

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

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

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

25 **GOVERNMENT'S AGREEMENT**

26 14. Subject to the full, truthful, and continuing cooperation of the defendant and its
27 subsidiaries, as defined in Paragraph 12 of this Plea Agreement, and upon the Court's acceptance
28 of the guilty plea called for by this Plea Agreement and the imposition of the recommended

1 sentence, the United States agrees that it will not bring further criminal charges against the
2 defendant or any of its subsidiaries for any act or offense committed before the date of this Plea
3 Agreement that was undertaken in furtherance of an antitrust conspiracy involving the
4 manufacture or sale of cylindrical lithium ion battery cells. The nonprosecution terms of this
5 paragraph do not apply to (a) any acts of subornation of perjury (18 U.S.C. § 1622), making a
6 false statement (18 U.S.C. § 1001), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or
7 conspiracy to commit such offenses; (b) civil matters of any kind; (c) any violation of the federal
8 tax or securities laws or conspiracy to commit such offenses; or (d) any crime of violence.

9 15. The United States agrees to the following:

10 (a) Upon the Court's acceptance of the guilty plea called for by this Plea
11 Agreement and the imposition of the recommended sentence and subject to the
12 exceptions noted in Paragraph 15(c), the United States will not bring criminal charges
13 against any current or former director, officer, or employee of the defendant or its
14 subsidiaries for any act or offense committed before the date of this Plea Agreement and
15 while that person was acting as a director, officer, or employee of the defendant or its
16 subsidiaries that was undertaken in furtherance of an antitrust conspiracy involving the
17 manufacture or sale of cylindrical lithium ion battery cells ("Relevant Offense"), except
18 that the protections granted in this paragraph do not apply to the three individuals listed
19 in Attachment A filed under seal.

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

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

1 Agreement as they pertain to that person and the agreement not to prosecute that person
2 granted in this Plea Agreement will be rendered void, and the United States may
3 prosecute such person criminally for any federal crime of which the United States has
4 knowledge, including, but not limited to, any Relevant Offense.

5 (d) Except as provided in Paragraph 15(e), information provided by a person
6 described in Paragraph 15(b) to the United States under the terms of this Plea Agreement
7 pertaining to any Relevant Offense, or any information directly or indirectly derived from
8 that information, may not be used against that person in a criminal case, except in a
9 prosecution for perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false
10 statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. §
11 1503, *et seq.*), or conspiracy to commit such offenses.

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

17 (f) The nonprosecution terms of this paragraph do not apply to civil matters
18 of any kind; any violation of the federal tax or securities laws or conspiracy to commit
19 such offenses; any crime of violence; or perjury or subornation of perjury (18 U.S.C.
20 §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623),
21 obstruction of justice (18 U.S.C. § 1503, *et seq.*), or conspiracy to commit such offenses.

22 (g) Documents provided under Paragraphs 12(a) and 13(a) will be deemed
23 responsive to outstanding grand jury subpoenas issued to the defendant or any of its
24 subsidiaries.

25 16. The United States agrees that when any person travels to the United States for
26 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for
27 meetings with counsel in preparation therefor, the United States will take no action, based upon
28 any Relevant Offense, to subject such person to arrest, detention, or service of process, or to

1 prevent such person from departing the United States. This paragraph does not apply to an
2 individual's commission of perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a
3 false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. §
4 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses in
5 connection with any testimony or information provided or requested in any Federal Proceeding.

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

14 **REPRESENTATION BY COUNSEL**

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

19 **VOLUNTARY PLEA**

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

26 **VIOLATION OF PLEA AGREEMENT**

27 20. The defendant agrees that, should the United States determine in good faith,
28 during the period that any Federal Proceeding is pending, that the defendant or any of its

1 subsidiaries have failed to provide full, truthful, and continuing cooperation, as defined in
2 Paragraph 12 of this Plea Agreement, or have otherwise violated any provision of this Plea
3 Agreement, the United States will notify counsel for the defendant in writing by personal or
4 overnight delivery, e-mail, or facsimile transmission, and may also notify counsel by telephone,
5 of its intention to void any of its obligations under this Plea Agreement (except its obligations
6 under this paragraph), and the defendant and its subsidiaries will be subject to prosecution for
7 any federal crime of which the United States has knowledge, including, but not limited to, the
8 substantive offenses relating to the investigation resulting in this Plea Agreement. The defendant
9 may seek Court review of any determination made by the United States under this paragraph to
10 void any of its obligations under this Plea Agreement. The defendant agrees that, in the event
11 that the United States is released from its obligations under this Plea Agreement and brings
12 criminal charges against the defendant or its subsidiaries for any offense referred to in Paragraph
13 14 of this Plea Agreement, the statute of limitations period for such offense will be tolled for the
14 period between the date of the signing of this Plea Agreement and six (6) months after the date
15 the United States gave notice of its intent to void its obligations under this Plea Agreement.

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

25 **ENTIRETY OF AGREEMENT**

26 22. This Plea Agreement and Attachment A constitute the entire agreement between
27 the United States and the defendant concerning the disposition of the criminal charges in this
28

1 case. This Plea Agreement cannot be modified except in writing, signed by the United States
2 and the defendant.

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

6 24. The undersigned attorneys for the United States have been authorized
7 by the Attorney General of the United States to enter this Plea Agreement on behalf of the
8 United States.

9 25. A facsimile or PDF signature will be deemed an original signature for the purpose
10 of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
11 executing this Plea Agreement.

12

13

14

15

16

17

18

19

20

21

22

23

24

25

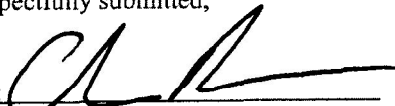
26

27

28

Respectfully submitted,

BY: Heung-Ryul Yoon
Heung Ryul Yoon
Vice President/Legal Department
LG Chem, Ltd.

BY: 
Alexandra J. Shepard
Christopher M. Ries
Attorneys
U.S. Department of Justice
Antitrust Division
450 Golden Gate Ave.
Box 36046, Room 10-010
San Francisco, CA 94102
Tel.: (415) 436-6660

DATED: 6/25/2013

BY: Kenneth P. Ewing
Kenneth P. Ewing
Steptoe & Johnson LLP
1330 Connecticut Ave., NW
Washington, DC 20036
Tel.: (202)-429-3000
Counsel for LG Chem, Ltd.

DATED: 6/25/2013

CERTIFICATE

I, Heung Ryul Yoon, Vice President, Legal Department of LG Chem, Ltd., a company organized and existing under the laws of Korea and having its head office at LG Twin Towers, 20, Yeouido-dong, Yeongdeungpo-gu, Seoul 150-721, South Korea, do hereby certify, as the person responsible for keeping minutes of the Board of Directors meeting, that the attached resolutions adopted by the Board of Directors of LG Chem, Ltd. at the Meeting of the Board of Directors held on June 24, 2013, are true, correct and complete, and that said resolutions have not been amended, modified or repealed, and remain in full force and effect, as of the date hereof.

Signed in Seoul this 25th day of June, 2013 by

Heung-Ryul. Yoon

Heung Ryul Yoon
Vice President, Legal Department
LG Chem, Ltd.

LG CHEM, LTD.
BOARD RESOLUTIONS

At the Meeting of the Board of Directors of LG Chem, Ltd. held on June 24, 2013, the Board:

RESOLVED, that execution, delivery and performance of a Plea Agreement between LG Chem, Ltd. (the "Company") and the United States Department of Justice, in substantially the form attached hereto as Exhibit 1, is hereby approved;

RESOLVED, that Mr. Heung Ryul Yoon, Vice President, Legal Department, be and with power to act alone hereby is, authorized, empowered and directed, for and on behalf of the Company, to execute and deliver the Plea Agreement;

RESOLVED, that Mr. Heung Ryul Yoon, Vice President, Legal Department, be and with power to act alone hereby is, authorized to represent the Company at any hearing in order to waive any and all rights of the Company referred to under sections 1 and 2 of the Plea Agreement and to plead guilty at such hearing, for and on behalf of the Company, in accordance with the provisions of the Plea Agreement; and

RESOLVED, that Mr. Heung Ryul Yoon, Vice President, Legal Department, be and with power to act alone hereby is, authorized to take individually any and all actions required or appropriate in order to carry out the intent and purpose of the preceding resolutions.