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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA)	No. 16-CR-0366-JD
)	
v.)	
)	VIOLATION: 15 U.S.C. § 1
)	Price Fixing
HOLY STONE HOLDINGS CO., LTD.,)	
)	
Defendant.)	PLEA AGREEMENT
)	

The United States of America and Holy Stone Holdings Holdings Co., Ltd.
 ("defendant"), a corporation organized and existing under the laws of Samoa, hereby enter into
 the following Plea Agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal
 Procedure ("Fed. R. Crim. P.):

RIGHTS OF DEFENDANT

1. The defendant understands its rights:
 - (a) to be represented by an attorney;
 - (b) to be charged by Indictment;

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1 (c) as a corporation organized and existing under the laws of Samoa, to
2 decline to accept service of the Summons in this case, and to contest the jurisdiction of
3 the United States to prosecute this case against it in the United States District Court for
4 the Northern District of California;

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

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

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

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

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

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

14 2. The defendant knowingly and voluntarily waives the rights set out in
15 subparagraph 1(b)-(g) above. The defendant also knowingly and voluntarily waives the right to
16 file any appeal, any collateral attack, or any other writ or motion, including but not limited to an
17 appeal under 18 U.S.C. § 3742, that challenges the sentence imposed by the Court if that
18 sentence is consistent with or below the recommended sentence in Paragraph 9 of this Plea
19 Agreement, regardless of how the sentence is determined by the Court. This agreement does not
20 affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Nothing
21 in this paragraph, however, will act as a bar to the defendant perfecting any legal remedies it may
22 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of
23 counsel or prosecutorial misconduct. The defendant agrees that there is currently no known
24 evidence of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R.
25 Crim. P. 7(b), the defendant will waive indictment and plead guilty to a one-count Information
26 that has been filed in the United States District Court for the Northern District of California. The
27 Information charges the defendant with participating, from in or about April 2010 until in or
28 about January 2014, in a conspiracy to suppress and eliminate competition by fixing prices and

1 rigging bids of certain electrolytic capacitors in the United States and elsewhere, in violation of
2 the Sherman Antitrust Act, 15 U.S.C. § 1.

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

6 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

9 (a) For purposes of this Plea Agreement, the “relevant period” is the period
10 from in or about April 2010 until in or about January 2014. During the relevant period,
11 the defendant was a corporation organized and existing under the laws of Samoa, with its
12 principal place of business in Apia, Samoa. During the relevant period, defendant’s
13 wholly owned subsidiary, Holy Stone Polytech Co., Ltd. (“HPC”), was a manufacturer of
14 tantalum electrolytic capacitors headquartered in Miharu, Fukushima, Japan, and was
15 engaged in the sale of such capacitors in the United States and elsewhere. In June 2014,
16 Vishay Israel Ltd. (“Vishay”) purchased HPC and subsequently changed HPC’s name to
17 Vishay Polytech Co., Ltd. Pursuant to an indemnity agreement between defendant and
18 Vishay, defendant retains liability for the antitrust conduct of its former subsidiary, HPC,
19 relating to tantalum electrolytic capacitors. Electrolytic capacitors are a major
20 subcategory of capacitors, fundamental components of electrical circuits used primarily
21 to store and regulate electrical current. Tantalum capacitors are a type of electrolytic
22 capacitor.

23 (b) During the relevant period, HPC, through its officers and employees,
24 including high-level personnel of HPC, participated in a conspiracy among manufacturers
25 of electrolytic capacitors, the primary purpose of which was to fix prices and rig bids of
26 certain electrolytic capacitors sold in the United States and elsewhere. In furtherance of
27 the conspiracy, HPC, through its officers and employees, at times engaged in discussions
28 and attended meetings with representatives of other manufacturers of electrolytic

1 capacitors. During certain of these discussions and meetings, the conspirators agreed to
2 fix the price and/or rig bids of certain electrolytic capacitors to be sold in the United
3 States and elsewhere.

4 (c) During the relevant period, HPC and its coconspirators manufactured
5 certain electrolytic capacitors outside the United States and sold them in the United States
6 or for delivery to the United States. During the relevant period, one or more of the
7 conspirator firms sold certain foreign-manufactured electrolytic capacitors outside the
8 United States for incorporation into products that were sold in or for delivery to the
9 United States. During the relevant period, certain electrolytic capacitors sold by one or
10 more of the conspirator firms traveled in interstate commerce.

11 (d) Acts in furtherance of this conspiracy were carried out within the Northern
12 District of California. Certain electrolytic capacitors that were the subject of this
13 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 (i) substantially affected
20 interstate and U.S. import trade or commerce in electrolytic capacitors or occurred within
21 the flow of interstate or U.S. import trade or commerce in electrolytic capacitors or (ii)
22 had a direct, substantial, and reasonably foreseeable effect on interstate or U.S. import
23 trade or commerce in certain electrolytic capacitor-containing products, and that effect, in
24 part, gives rise to the charge in the Information.

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POSSIBLE MAXIMUM SENTENCE

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

- (a) \$100 million (15 U.S.C. § 1);
- (b) twice the gross pecuniary gain the conspirators derived from the crime (18 U.S.C. § 3571(c) and (d)); or
- (c) twice the gross pecuniary loss caused to the victims of the crime by the conspirators (18 U.S.C. § 3571(c) and (d)).

7. In addition, the defendant understands that:

- (a) pursuant to §8D1.2(a)(1) of the United States Sentencing Guidelines (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) or 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years; and if the defendant violates any condition of probation, the Court may, pursuant to 18 U.S.C. § 3565, (i) continue the defendant on probation, with or without extending the term or modifying or enlarging the conditions or (ii) revoke the sentence of probation and resentence the defendant;
- (b) pursuant to U.S.S.G. §8B1.1 or 18 U.S.C. § 3563(b)(2) or 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and
- (c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order the defendant to pay a \$400 special assessment upon conviction for the charged crime.

SENTENCING GUIDELINES

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

1 issue under the November 1, 2015 Guidelines Manual. The Court must also consider the other
 2 factors set forth in 18 U.S.C. § 3553(a) in determining and imposing sentence. The defendant
 3 understands that the Court will make Guidelines determinations by applying a standard of
 4 preponderance of the evidence. The defendant understands that although the Court is not
 5 ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must
 6 be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. §
 7 3553(a).

8 SENTENCING AGREEMENT

9 9. Pursuant to Fed. R. Crim. P. 11(c)(1)(B) and subject to the full, truthful, and
 10 continuing cooperation of the defendant and its related entities, as defined in Paragraph 12 of this
 11 Plea Agreement, the United States agrees that it will recommend, as the appropriate disposition
 12 of this case, that the Court impose a sentence requiring the defendant to pay to the United States
 13 a criminal fine of \$600,000, payable in full before the fifteenth (15th) day after the date of
 14 judgment, no order of restitution, and no probation ("the recommended sentence"). The
 15 defendant makes no agreement as to the appropriate criminal fine.

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

19 (b) In light of the availability of civil cases filed against the defendant,
 20 including *In re: Capacitors Antitrust Litigation* (14-CV-03264-JD), filed in the United
 21 States District Court, Northern District of California, which potentially provide for a
 22 recovery of a multiple of actual damages, the recommended sentence does not include a
 23 restitution order for the offense charged in the Information.

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

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1 10. Subject to the full, truthful, and continuing cooperation of the defendant and its
2 related entities, as defined in Paragraph 12 of this Plea Agreement, and prior to 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 and its related entities' cooperation and their commitment to
5 prospective cooperation with the United States' investigation and prosecutions, all material facts
6 relating to the defendant's 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 either party's sentencing recommendation provided for in Paragraph
9 9 of this Plea Agreement. The defendant understands that, as provided in Fed. R. Crim. P.
10 11(c)(3)(B), if the Court does not impose either party's sentencing recommendation contained in
11 this Agreement, it nevertheless has no right to withdraw its plea of guilty.

12 **DEFENDANT'S COOPERATION**

13 12. The defendant, its parent Holy Stone Enterprise Co., Ltd., and defendant's
14 subsidiaries that are engaged in the sale or production of electrolytic capacitors (collectively
15 "related entities"), will cooperate fully and truthfully with the United States in the prosecution of
16 this case, the current federal investigation of violations of federal antitrust and related criminal
17 laws involving the manufacture or sale of electrolytic capacitors, any federal investigation
18 resulting therefrom, and any litigation or other proceedings arising or resulting from any such
19 investigation to which the United States is a party (collectively "Federal Proceeding"). Federal
20 Proceeding includes, but is not limited to, an investigation, prosecution, litigation, or other
21 proceeding regarding obstruction of, the making of a false statement or declaration in, the
22 commission of perjury or subornation of perjury in, the commission of contempt in, or
23 conspiracy to commit such offenses in, a Federal Proceeding. The defendant's subsidiaries for
24 purposes of this Plea Agreement are entities that the defendant had a greater than 50% direct or
25 indirect ownership interest in as of the date of signature of this Plea Agreement. The full,
26 truthful, and continuing cooperation of the defendant and its related entities will include, but not
27 be limited to:

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1 (a) producing to the United States all documents, information, and other
2 materials, wherever located, not protected under the attorney-client privilege or the work-
3 product doctrine (and with translations into English), in the possession, custody, or
4 control of the defendant or any of its related entities, that are requested by the United
5 States in connection with any Federal Proceeding; and

6 (b) using its best efforts to secure the full, truthful, and continuing cooperation
7 of the current and former directors, officers, and employees of the defendant or any of its
8 related entities as may be requested by the United States, but excluding the individuals
9 listed in Paragraph 2 of Attachment A filed under seal. Such efforts will include, but not
10 be limited to, making these persons available in the United States and at other mutually
11 agreed-upon locations, at the defendant's expense, for interviews and the provision of
12 testimony in grand jury, trial, and other judicial proceedings in connection with any
13 Federal Proceeding. Current directors, officers, and employees are defined for purposes
14 of this Plea Agreement as individuals who are directors, officers, or employees of the
15 defendant or any of its related entities as of the date of signature of this Plea Agreement.

16 13. The full, truthful, and continuing cooperation of the current directors, officers,
17 and employees of the defendant or any of its related entities, and the individuals listed in
18 Paragraph 1 of Attachment A filed under seal, will be subject to the procedures and protections
19 of this paragraph and will include, but not be limited to:

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

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

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

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

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

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

This Paragraph 13 does not apply to the individuals listed in Paragraph 2 of Attachment A filed under seal, regardless of their employment status, or to any former director, officer, or employee of the defendant or its related entities, except those listed in Paragraph 1 of Attachment A filed under seal.

GOVERNMENT'S AGREEMENT

14. Subject to the full, truthful, and continuing cooperation of the defendant and its related entities, as defined in Paragraph 12 of this Plea Agreement, and upon the Court's

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1 acceptance of the guilty plea called for by this Plea Agreement and the imposition of sentence,
2 the United States agrees that it will not bring further criminal charges against the defendant or
3 any of its related entities for any act or offense committed before the date of signature of this
4 Plea Agreement that was undertaken in furtherance of an antitrust conspiracy involving the
5 manufacture or sale of electrolytic capacitors. The nonprosecution terms of this paragraph do
6 not apply to (a) any acts of subornation of perjury (18 U.S.C. § 1622), making a false statement
7 (18 U.S.C. § 1001), obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§
8 401-402), or conspiracy to commit such offenses; (b) civil matters of any kind; (c) any violation
9 of the federal tax or securities laws or conspiracy to commit such offenses; or (d) any crime of
10 violence.

11 15. The United States agrees to the following:

12 (a) Upon the Court's acceptance of the guilty plea called for by this Plea
13 Agreement and the imposition of sentence and subject to the exceptions noted in
14 subparagraph 15(c), the United States agrees that it will not bring criminal charges
15 against any current director, officer, or employee of the defendant or its related entities,
16 or any individual listed in Paragraph 1 of Attachment A filed under seal, for any act or
17 offense committed before the date of signature of this Plea Agreement and while that
18 person was acting as a director, officer, or employee of the defendant or its related
19 entities that was undertaken in furtherance of an antitrust conspiracy involving the
20 manufacture or sale of electrolytic capacitors ("Relevant Offense"), except that the
21 protections granted in Paragraph 15 do not apply to the individuals listed in Paragraph 2
22 of Attachment A filed under seal, regardless of their employment status, or to any former
23 director, officer, or employee of the defendant or its related entities, except those listed in
24 Paragraph 1 of Attachment A filed under seal;

25 (b) Should the United States determine that any current director, officer, or
26 employee of the defendant or its related entities, or any individual listed in Paragraph 1 of
27 Attachment A filed under seal, may have information relevant to any Federal Proceeding,
28 the United States may request that person's cooperation under the terms of this Plea

1 Agreement by written request delivered to counsel for the individual (with a copy to the
2 undersigned counsel for the defendant) or, if the individual is not known by the United
3 States to be represented, to the undersigned counsel for the defendant;

4 (c) If any person requested to provide cooperation under subparagraph 15(b)
5 fails to comply fully with his or her obligations under Paragraph 13, then the terms of this
6 Plea Agreement as they pertain to that person and the agreement not to prosecute that
7 person granted in this Plea Agreement will be rendered void, and the United States may
8 prosecute such person criminally for any federal crime of which the United States has
9 knowledge, including, but not limited to, any Relevant Offense;

10 (d) Except as provided in subparagraph 15(e), information provided by a
11 person described in subparagraph 15(b) to the United States under the terms of this Plea
12 Agreement pertaining to any Relevant Offense, or any information directly or indirectly
13 derived from that information, may not be used against that person in a criminal case,
14 except in a prosecution for perjury or subornation of perjury (18 U.S.C. §§ 1621-22),
15 making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice
16 (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit
17 such offenses;

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

23 (f) The nonprosecution terms of this Paragraph 15 do not apply to civil
24 matters of any kind; any violation of the federal tax or securities laws or conspiracy to
25 commit such offenses; any crime of violence; or perjury or subornation of perjury (18
26 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623),
27 obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or
28 conspiracy to commit such offenses; and

1 (g) Documents provided under subparagraphs 12(a) and 13(a) will be deemed
2 responsive to outstanding grand jury subpoenas issued to the defendant or any of its
3 related entities.

4 16. The United States agrees that when any person travels to the United States for
5 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for
6 meetings with counsel in preparation therefor, the United States will take no action, based upon
7 any Relevant Offense, to subject such person to arrest, detention, or service of process, or to
8 prevent such person from departing the United States. This paragraph does not apply to an
9 individual's commission of perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a
10 false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. §
11 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses.

12 17. The defendant understands that it may be subject to suspension or debarment
13 action by state or federal agencies other than the United States Department of Justice, Antitrust
14 Division, based upon the conviction resulting from this Plea Agreement, and that this Plea
15 Agreement in no way controls what action, if any, other agencies may take. However, the
16 Antitrust Division agrees that, if requested, it will advise the appropriate officials of any
17 governmental agency considering such action of the fact, manner, and extent of the cooperation
18 of the defendant and its related entities as a matter for that agency to consider before determining
19 what action, if any, to take. The defendant nevertheless affirms that it wants to plead guilty
20 regardless of any suspension or debarment consequences of its plea.

21 **REPRESENTATION BY COUNSEL**

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

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VOLUNTARY PLEA

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

VIOLATION OF PLEA AGREEMENT

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

21. The defendant understands and agrees that in any further prosecution of it or its related entities resulting from the release of the United States from its obligations under this Plea

1 Agreement because of the defendant's or any of its related entities' violation of this Plea
 2 Agreement, any documents, statements, information, testimony, or evidence provided by it, its
 3 related entities, or their current or former directors, officers, or employees, to attorneys or agents
 4 of the United States, federal grand juries, or courts, and any leads derived therefrom, may be
 5 used against it or its related entities. In addition, the defendant unconditionally waives its right
 6 to challenge the use of such evidence in any such further prosecution, notwithstanding the
 7 protections of Fed. R. Evid. 410.

8 ENTIRETY OF AGREEMENT

9 22. This Plea Agreement and Attachment A constitute the entire agreement between
 10 the United States and the defendant concerning the disposition of the criminal charge in this case.
 11 This Plea Agreement cannot be modified except in writing, signed by the United States and the
 12 defendant.

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

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

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

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1 Respectfully submitted,

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3 BY:


4 TOM STODDARD
5 Chief Operations Officer
6 Milestone Global Technology, Inc.
d/b/a HolyStone International

7 Dated: Oct 2, 2017


BY:


JACKLIN CHOU LEM
ALEXANDRA J. SHEPARD

Trial Attorneys
U.S. Department of Justice
Antitrust Division

Dated: Oct. 2, 2017

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9
10
11 BY:


12 ERIC ENSON
13 Jones Day
Counsel, Holy Stone Holdings Co., Ltd.

14 Dated: Oct. 2, 2017