



U.S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your clients, [REDACTED] and [REDACTED] jointly and severally (the [REDACTED] and the officers who are signatories to this Agreement in connection with the Antitrust Division's investigation of [REDACTED]

[REDACTED] through their signatory officers and other employees will cooperate fully and truthfully with the Antitrust Division concerning such investigation to include, but not limited to, the following:

- (a) [REDACTED] shall provide promptly and without requirement of subpoena, all documents or other items in their possession requested by the Antitrust Division, to the extent not already produced;

- [REDACTED]
- (b) [REDACTED] shall make their directors, officers, and employees available for such interviews as the Antitrust Division may require at a reasonable time and place designated by the Antitrust Division;
  - (c) [REDACTED] and their officers and employees, shall respond truthfully and fully to all questions asked in interviews, grand jury appearances, or at trial;
  - (d) [REDACTED] shall make no attempt to protect any person or entity with false information or falsely implicate any person or entity; and
  - (e) [REDACTED] and their signatory officers shall make their best efforts to ensure cooperation of non-signatory employees; provided, however, no [REDACTED] shall forfeit any leniency to which it is entitled under this agreement because non-signatory employees refuse to cooperate.

Documents provided to the Antitrust Division pursuant to this agreement shall be treated as if the same had been produced to a Grand Jury and shall be accorded the protections from disclosure consistent with the requirements of the Federal Rules of Criminal Procedure.

#### CORPORATE LENIENCY

[REDACTED] are hereby accorded leniency pursuant to the Corporate Leniency Program of the Antitrust Division, as reflected in the Antitrust Division policy statement dated August 10, 1993. Subject to the corporations' full and continuing cooperation as described above, the Antitrust Division agrees that it will not criminally prosecute [REDACTED] or any of them, for any act or offense it may have committed prior to the date of this letter in connection with [REDACTED]

[REDACTED] If the Antitrust Division determines at any time that [REDACTED], or any of them, intentionally and materially violated the aforestated terms, this Agreement will be rendered null and void; acceptance into the Corporate Leniency Program will be revoked; the Antitrust Division may

[REDACTED]

criminally prosecute [REDACTED] or any of them, and no statements or information provided by [REDACTED] shall be deemed to be precluded from use against them in any such prosecution.

IMMUNITY FOR DIRECTORS, OFFICERS, AND EMPLOYEES

Subject to their full and continuing cooperation, the Antitrust Division agrees that directors, officers, and employees of [REDACTED], including any signatories to this Agreement, who as part of the corporate confession, admit their involvement in the violation of the antitrust laws under investigation, will not be criminally prosecuted for any act or offense they may have committed prior to the date of this letter in connection with [REDACTED]

[REDACTED] In addition, no testimony or other information provided by its directors, officers, or employees in connection with this investigation, nor any information directly or indirectly derived from such testimony or other information will be used against such directors, officers, or employees in any criminal case, provided the terms of this Agreement are not materially violated. In the event a director, officer, or employee fails to fully comply with their obligations hereunder, this Agreement as it pertains to such individual will be rendered null and void and any immunity granted under the Corporate Leniency Program will be lost. The Antitrust Division may then elect to criminally prosecute the non-cooperating individual, and any testimony or other information provided by such individual pursuant to this Agreement will be used against them.

This letter constitutes the entire agreement between the Antitrust Division, [REDACTED] and their signatory officers and supercedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

The Antitrust Division and [REDACTED] 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

[REDACTED]

acknowledge the Agreement of [REDACTED] their  
signatory officers and the Antitrust Division to the foregoing  
terms and conditions.

Sincerely,

[REDACTED]

[REDACTED]



U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement entered into between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your clients, [REDACTED] in connection with the Antitrust Division's investigation of possible [REDACTED]

**AGREEMENT**

**1. Representations:** [REDACTED]

[REDACTED] desire to report illegal activity in connection with the Antitrust Division's investigation of possible [REDACTED]

[REDACTED] represent to the Antitrust Division that, in connection with the matter under investigation, they

(a) have terminated their part in the illegal activity being reported; and

(b) did not coerce another party to participate in the illegal activity and clearly were not the leaders in, or originators of, the activity.

**2. Cooperation:** [REDACTED]

[REDACTED] agree to provide full, continuing and complete cooperation with the Antitrust Division in its investigation of [REDACTED]

[REDACTED] including, but not limited to, the following:

(a) providing promptly and without requirement of subpoena, all documents or other items in their possession requested by the Antitrust Division, to the extent not already produced;

(b) using best efforts to secure complete, candid and truthful cooperation of employees, and encouraging such persons to voluntarily come forward with any information relevant to the Antitrust Division's investigation;

(c) making themselves reasonably available for any interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(d) responding completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, or at trial;

(e) making no attempt to either falsely protect or falsely implicate any person or entity; and

(f) making best efforts to make restitution to any party injured as a result of its [REDACTED]

**3. Corporate Leniency:** Subject to verification of the representations in paragraph 1 above, and subject to the corporations full, continuing and complete cooperation as described in paragraph 2 above, the Antitrust Division agrees to accept [REDACTED] into the Corporate Leniency Program of the Antitrust Division of the Department of Justice, as explained in the Antitrust Division Policy Statement dated August 10, 1993. Pursuant to that program, The Antitrust Division agrees not to criminally prosecute [REDACTED] for any act or offense that it may have committed prior to the date of this letter in connection with [REDACTED]

[REDACTED] This Agreement is limited to the Antitrust Division, although the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies, if requested. If the Antitrust Division determines, at any time, that [REDACTED] has violated this Agreement, this Agreement will be rendered null and void; acceptance into the Corporate Leniency Program will be revoked; the Antitrust Division may criminally prosecute [REDACTED] and no statements or other information provided by [REDACTED] shall be deemed to be precluded from use against it in any such prosecution.

**4. Leniency for [REDACTED]** Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that [REDACTED] will not be criminally

prosecuted for any act or offense [REDACTED] may have committed prior to the date of this letter in connection with [REDACTED]. In addition, no testimony or other information provided by [REDACTED] in connection with this investigation, nor any information directly or indirectly derived from such testimony or other information, will be used against [REDACTED] in any criminal prosecution, provided the terms of this Agreement are not violated. This Agreement is limited to the Antitrust Division, although the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies, if requested. In the event [REDACTED] fails to fully comply with [REDACTED] obligations hereunder, the Agreement as it pertains to [REDACTED] will be rendered null and void; and any leniency, immunity, or non-prosecution granted under the Corporate Leniency Program will be lost. The Antitrust Division may then elect to criminally prosecute [REDACTED] and any testimony or other information provided by [REDACTED] pursuant to this Agreement may be used against [REDACTED].

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

**6. Authority and Capacity:** The Antitrust Division, [REDACTED] 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,

[REDACTED]



U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

Re:

[REDACTED]

Dear

[REDACTED]

This letter sets forth the terms and conditions of an agreement entered into between the Antitrust Division of the United States Department of Justice ("Antitrust Division") and your clients, [REDACTED] ("the Companies"), in connection with the Antitrust Division's investigation of possible antitrust violations in the [REDACTED]

**AGREEMENT**

1. **Representations:** The Companies desire to report illegal activity in connection with the Antitrust Division's investigation of possible criminal violations in the [REDACTED]. The Companies represent to the Antitrust Division that, in connection with the matter under investigation, the Companies:

(a) terminated their part in the illegal activity and reported such illegal activity to the Antitrust Division; and

(b) did not coerce another party to participate in the illegal activity and were not the leaders in, or originators of, the illegal activity.

2. Cooperation: The Companies agree to provide full, continuing, and complete cooperation in connection with the Antitrust Division's investigation of possible criminal violations in the [REDACTED]. Such cooperation shall include, but not be limited to, the following:

(a) continuing to provide promptly all documents or other materials in their possession relevant to the Antitrust Division's investigation of possible criminal violations in the [REDACTED]

(b) securing the full, continuing, and complete cooperation of their current officers, directors, and employees and their former officers, directors, and employees who were employed by any of the Companies as of [REDACTED] in the Antitrust Division's investigation of possible criminal violations in the [REDACTED]

(c) using their best efforts to secure the full, continuing, and complete cooperation of their former officers, directors, and employees who separated from any of the Companies prior [REDACTED] in the Antitrust Division's investigation of possible criminal violations in the [REDACTED] and [REDACTED]

(d) making best efforts to provide restitution, where possible, to any party who was, in fact, injured as result of any of the Companies' illegal activities.

The full, continuing, and complete cooperation of those individuals covered by paragraphs 2(b) and 2(c) shall include, but not be limited to:

(i) making his or her relevant personal documents and other materials available to attorneys and agents of the United States;

(ii) making himself or herself available for interviews with attorneys and agents of the United States;

(iii) responding fully and truthfully to all inquiries of the United States in connection with any federal investigation involving the [REDACTED] [REDACTED] without falsely implicating any person or intentionally withholding any information;

(iv) cooperating in all law enforcement activities of the United States in connection with any federal investigation involving the [REDACTED] [REDACTED]

(v) otherwise giving the United States access to knowledge or information he or she may have relevant to any such federal investigation; and

(vi) when called upon to do so by the United States, testifying 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).

3. **Corporate Leniency:** Subject to verification of the Companies' representations in paragraph 1, above, and subject to the Companies' full, continuing, and complete cooperation as described in paragraph 2, above, the Antitrust Division agrees to accept the Companies into the Corporate Leniency Program of the Antitrust Division of the United States Department of Justice, as contained in the Antitrust Division policy statement dated August 10, 1993. Pursuant to that program, the Antitrust Division agrees not to criminally prosecute the Companies for any act committed prior to the date of this agreement involving

[REDACTED] This agreement is limited to the Antitrust Division, although the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies, if requested by any of the Companies. The Companies understand that the United States is free to notify any local, state, federal, foreign agency, department, or government by which any of the Companies is licensed, or with which any of the Companies does business, of this Agreement, if so requested by any local, state, federal, foreign agency, department, or government.

4. **Breach of Agreement by The Companies:** The Companies agree that should the Antitrust Division determine in good faith that any of the Companies has breached this agreement in whole or in part, the Antitrust Division, in its sole discretion, may take any or all of the following actions: void all or any part of this Agreement; revoke any or all of the Companies' acceptance into the Corporate Leniency Program; criminally prosecute any or all of the Companies for any offense of which the Antitrust Division has knowledge, including, but not limited to, obstruction of justice and the antitrust offense subject to the investigation resulting in this Agreement; and use any information, testimony, or evidence provided by any or all of the Companies, or any of their current or former officers, directors, or employees, to attorneys or agents of the United States, federal grand juries, or courts, against any or all of the Companies in any such prosecution. In the event of such prosecution, the Companies waive their right to move to exclude such evidence.

**5. Leniency for Corporate Officers, Directors, and Employees:** Subject to their full, continuing, and complete cooperation, as described in paragraph 2, above, the Antitrust Division agrees that current or former officers, directors, and employees of the Companies [REDACTED]

who, as part of the corporate confession, admit their involvement in the illegal activities under investigation, will not be criminally prosecuted for any act committed prior to the date of this agreement involving [REDACTED]

[REDACTED] This agreement is limited to the Antitrust Division, although the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies, if requested by any of the Companies or those officers, directors, and employees seeking leniency and providing the cooperation as described in paragraph 2, above. In order to receive the protections afforded by this paragraph, those officers, directors, and employees seeking leniency must provide the staff investigating this matter with a full and truthful proffer of information concerning illegal activities at the Companies, no later than 120 days from the date of this Agreement.

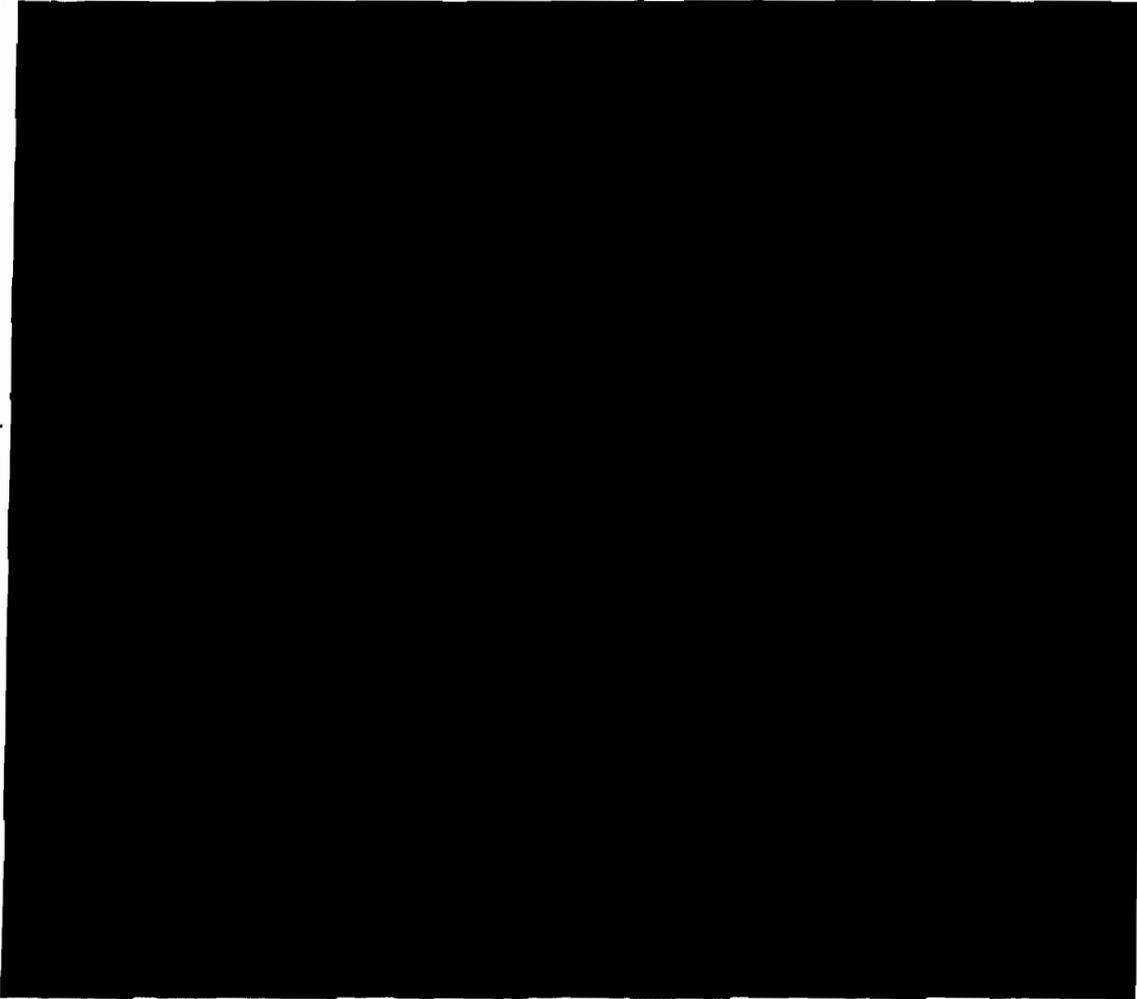
**6. Breach of Agreement by Corporate Officers, Directors, and Employees:** If the Antitrust Division determines, in the exercise of good faith, at any time, that any officer, director, or employee seeking the leniency protection described in paragraph 5, above, has failed to provide cooperation in accordance with paragraph 2, above, the Antitrust Division, in its sole discretion, may take any or all of the following actions: void all or any part of this Agreement as it relates to that individual; revoke that individual's acceptance into the Corporate Leniency Program; criminally prosecute that individual for any offense of which the Antitrust Division has knowledge, including, but not limited to, obstruction of justice and the antitrust offense subject to the investigation resulting in this Agreement; and use any information, testimony, or evidence provided by that individual, the Companies, or any of their current or former officers, directors, or employees, to attorneys or agents of the United States, federal grand juries, or courts, against that individual in any such prosecution. In the event of such prosecution, that individual waives his or her right to move to exclude such evidence.

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

**8. Authority and Capacity:** The Antitrust Division and the Companies 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

VIA FACSIMILE AND U.S. MAIL

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 [redacted] in connection with possible [redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [redacted]. The Antitrust Division and [redacted] are [redacted] covering conduct which violated Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [redacted]. The agreement in this letter does not cover the conduct that is the subject of the [redacted].

**AGREEMENT**

1. **Representations:** [redacted] desire to report to the Antitrust Division possible [redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [redacted]. [redacted] represent to the Antitrust Division that, in connection with the activity being reported, they:

- (a) took prompt and effective action to terminate their part in the activity upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and were not leaders in, or originators of, the activity.

2. **Cooperation:** [redacted] agree 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 promptly, and without requirement of subpoena, all non-privileged documents or other items in their possession, custody or control requested by the Antitrust Division, to the extent not already produced;
- (b) using their best efforts to secure the complete, candid and truthful cooperation of their current and former directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible [redacted] or other conduct violative of 15 U.S.C. § 1, in the [redacted];
- (c) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (d) using their best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, grand jury appearances and at trial;
- (e) using their best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity, and
- (f) where possible, making restitution to any person or entity that [redacted] believes in good faith to have been injured by any [redacted] or other conduct violative of 15 U.S.C. § 1, in the [redacted] in which [redacted] was a participant.

3. Corporate Leniency. Subject to verification of [redacted] representations in paragraph 1, above, and subject to their continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept [redacted] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1995 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [redacted] for any act or offense they may have committed prior to the date of this letter in connection with the activity being reported in the [redacted]

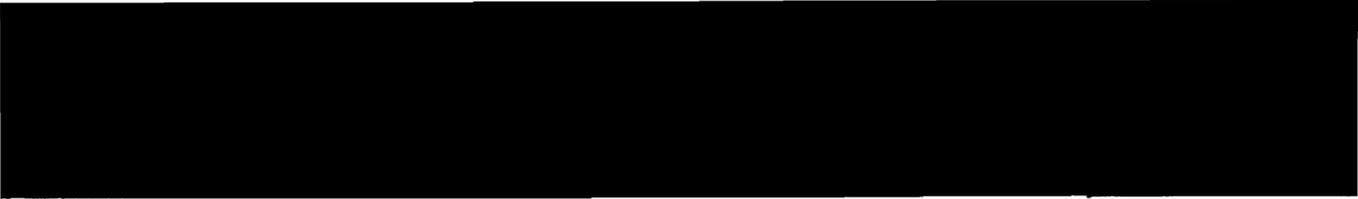
The commitments in this Agreement are

binding only upon the Antitrust Division; although, upon request of [REDACTED], 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 in good faith that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke [REDACTED] conditional acceptance into the Corporate Leniency Program. Should the Antitrust Division revoke [REDACTED] conditional acceptance into the Corporate Leniency Program, the Antitrust Division may thereafter initiate criminal prosecutions against [REDACTED], without limitation. Should such prosecutions be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current or former director, officer or employee of [REDACTED] received pursuant to this Agreement, may be used against [REDACTED] in such prosecutions.

4. **Leniency for Corporate Directors, Officers and Employees:** Subject to their continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [REDACTED] who cooperate fully with the United States shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the activity being reported in the [REDACTED]. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon the request of [REDACTED] 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 [REDACTED] 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 the Corporate Leniency Program 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 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 [REDACTED] 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 [REDACTED] represent and warrant each to the other that the signatories to this Agreement on

  
  
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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,  


[REDACTED]

[REDACTED]

Page 4

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 [REDACTED]

[REDACTED]



Antitrust Division

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

The purpose of this letter is to inform you that the Antitrust Division has decided to grant your client, [REDACTED] leniency, as defined in the Division's 1993 Corporate Leniency Policy, in connection with the illegal activity that [REDACTED] reported to the Antitrust Division beginning in [REDACTED].

Your client [REDACTED] came forward early to the Antitrust Division to confess their wrongdoing concerning a conspiracy of which the Antitrust Division was not aware. The decision to grant your client leniency was based on this factor, in part, and also on your representation that [REDACTED] will continue to cooperate fully with the Antitrust Division's investigation of this matter and in any related proceedings.

Sincerely yours,

[REDACTED]

[REDACTED]

U. S. Department of Justice

Antitrust Division

Re: Application by

Dear

made application for corporate immunity for any ("antitrust activities"). You also have requested that, as an integral part of its application, employees of who come forward by some prescribed date be granted immunity for their cooperation and complete, candid and truthful testimony concerning antitrust activities.

The purpose of the Corporate Leniency Policy is (1) to provide quicker enforcement of federal criminal law and (2) to save valuable law enforcement resources by permitting wrongdoers the opportunity to confess their illegal activity. A meeting between the Antitrust Division and is scheduled for . The purpose of the meeting is to allow the Antitrust Division to assess more fully application for corporate immunity. In particular, being the first company to apply for leniency and the Division not yet having evidence against the company that is likely to result in a sustainable conviction, the Division will assess whether satisfies the remaining five conditions. See Corporate Leniency Policy at 2-3 (August 10, 1993).

The following will apply in the assessment and processing of application:

1. understands that a grand jury is investigating

2. [REDACTED] decision to go forward with this leniency request is entirely voluntary.

3. Except for Paragraphs 5, 6 and 8, below, the Antitrust Division has made no promise that [REDACTED] its agents or its employees (a) will not be prosecuted or (b) will receive any form of immunity from prosecution.

4. On [REDACTED] counsel will provide oral attorney proffers concerning the activities within the last [REDACTED]

[REDACTED] -- that relate to any agreement to suppress competition in [REDACTED]

5. The Antitrust Division will attribute no statement made during the attorney proffers to [REDACTED] or to any of its agents or employees, nor shall the Antitrust Division otherwise use or disclose any such statement. However, should the Antitrust Division conclude on the basis of the attorney proffers that [REDACTED] does not qualify for corporate immunity, the Antitrust Division may nevertheless use any leads derived from such statements to investigate and prosecute anyone, including [REDACTED] its agents or its employees.

6. If, in the judgment of the Antitrust Division, the attorney proffers indicate that [REDACTED] was involved in criminal activity within the last [REDACTED] and indicate that [REDACTED] will qualify for corporate immunity, the Antitrust Division will promptly notify [REDACTED] and request interviews of certain [REDACTED] employees. If, in the judgment of the Antitrust Division, the information derived from the interviews is consistent with the attorney proffers; if all information in the possession of [REDACTED] relevant to the grand jury investigation is provided; and if [REDACTED] satisfies the restitution condition of the Corporate Leniency Policy, [REDACTED] will be granted corporate immunity for antitrust activities.

7. If [REDACTED] remains qualified or has received corporate immunity, it shall do the following as a condition to the grant of immunity:

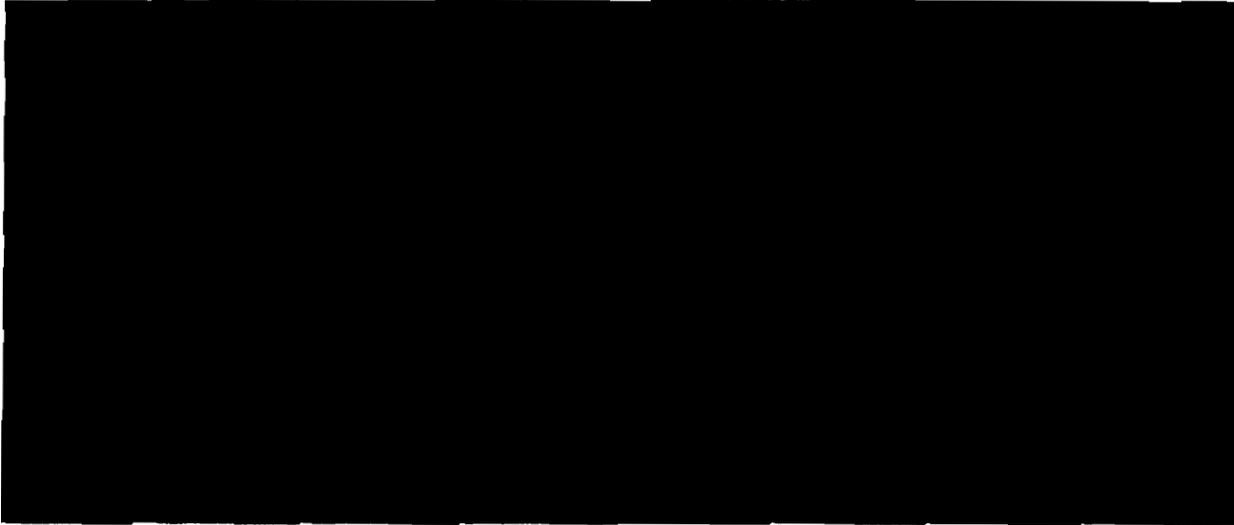
- a. Cooperate fully with the Antitrust Division in its current investigation, in any investigation initiated as a result of information disclosed by [REDACTED] and its employees, and in any

litigation by the Antitrust Division that results from any such investigation.

- b. Provide all relevant information in [REDACTED] possession concerning antitrust activities.
  - c. Encourage and assist employees, on a continuing basis, in fully cooperating with the Antitrust Division.
  - d. Use its best efforts to arrange interviews by the Antitrust Division of its employees, including paying its employees expenses to be interviewed in [REDACTED]
8. If [REDACTED] remains qualified or has received corporate immunity, each of its employees, who comes forward between [REDACTED] and provides information concerning antitrust activities, that in the judgment of the Antitrust Division is complete, candid, and truthful, will be treated according to the attached letter.

Your signature below signifies your acceptance of the foregoing procedures and conditions governing [REDACTED] request for corporate immunity pursuant to the Antitrust Division's Corporate Leniency Policy.

Sincerely,  
[REDACTED]





U. S. Department of Justice

Antitrust Division

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement entered into between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your clients, [REDACTED] (hereinafter "Clients"), in connection with possible [REDACTED]

**AGREEMENT**

1. **Representations:** Clients desire to report to the Antitrust Division possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED]. Clients represent to the Antitrust Division that, in connection with the activity being reported, they:

(a) took prompt and effective action to terminate their part in the activity upon discovery of the activity; and

(b) did not coerce any other party to participate in the activity and were not leaders in, or originators of, the activity.

2. **Cooperation:** Clients agree 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 promptly, and without requirement of subpoena, all documents or other items in their possession, custody or control requested by the Antitrust Division, to the extent not already produced;

(b) using their best efforts to secure the complete, candid and truthful cooperation of their current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to a possible [REDACTED] or other conduct violative of 15 U.S.C. § 1, in the [REDACTED]

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[REDACTED]

(c) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(d) using their best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, grand jury appearances and at trial;

(e) using their best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and

(f) using their best efforts to make restitution to any person or entity injured as a result of [REDACTED] or other conduct violative of 15 U.S.C. § 1, in the [REDACTED] in which either Client was a participant.

3. **Corporate Leniency:** Subject to verification of Clients' representations in paragraph 1, above, and subject to Clients' full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept Clients 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 Clients for any act or offense they may have committed prior to the date of this letter in connection with the activity being reported in the [REDACTED]. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon request of Clients, 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 Clients have violated this Agreement, this Agreement shall be null and void, and the Antitrust Division may revoke Clients' conditional acceptance into the Corporate Leniency Program. Should the Antitrust Division revoke Clients' conditional acceptance into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution(s) against Clients, without limitation. Should such a prosecution(s) be initiated, any documentary or other information provided by Clients, as well as any statements or other information provided by any current director, officer or employee of Clients received pursuant to this Agreement, may be used against Clients (and against such persons individually) in such prosecution(s).

4. **Leniency for Corporate Directors, Officers and Employees:** Subject to their full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of Clients, who admit their knowledge of or participation in the 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 activity being reported in the [REDACTED]. In addition, the Antitrust Division agrees not to use any information directly or indirectly derived from any statement or other information provided by any current directors, officers or employees in connection with the activity being reported against Clients, nor against such directors, officers, or employees in any criminal prosecution, provided none of the terms and conditions of this Agreement are violated. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon the request of Clients, 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 Clients fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be null and void, and any leniency, immunity or non-prosecution

[REDACTED]

granted to such individual under the Corporate Leniency Program 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 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 Clients, 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 Clients 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,

[REDACTED]



Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of the agreement entered into between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your clients, subsidiaries

as [REDACTED] in connection with the Antitrust Division's investigation of [REDACTED]

AGREEMENT

1. Cooperation: [REDACTED] will cooperate fully and truthfully with the Antitrust Division including, but not limited to, the following:

(a) [REDACTED] shall provide promptly and without requirement of subpoena all documents or other items requested by the Antitrust Division, to the extent not already produced:

(b) [REDACTED] shall make all directors, officers and employees reasonably available for any interviews the Antitrust Division may require at the time and place

[REDACTED]

designated by the Antitrust Division, as well as for any grand jury or trial appearances arising from the aforesaid investigation;

(c) [REDACTED] shall respond truthfully and fully to all questions asked of them in interviews, grand jury appearances or at trials; and

(d) [REDACTED] shall make no attempt to protect any person or entity through false information or falsely implicate any person or entity.

2. **Corporate Leniency:** [REDACTED] has been accepted into the April 10, 1993 Corporate Leniency Program of the Antitrust Division of the Department of Justice. Subject to the corporation's full and continuing cooperation as described in Paragraph 1 above, the Antitrust Division agrees that it will not criminally prosecute [REDACTED] for any criminal violations of the federal antitrust laws that it may have committed prior to the date of this letter in connection with [REDACTED]. This agreement not to prosecute is limited to the Antitrust Division although the Antitrust Division will bring this agreement to the attention of other prosecuting offices or administrative agencies, if requested. If the Antitrust Division determines at any time that [REDACTED] has violated this agreement, this agreement will be rendered null and void, acceptance into the Corporate Leniency Program will be forfeited, the Antitrust Division may criminally prosecute [REDACTED] and no statements or information provided by [REDACTED] shall be deemed to be precluded from use against it in any such prosecution.

3. **Leniency for Directors, Officers and Employees:** Subject to their full and continuing cooperation as described in Paragraph 1 above, the Antitrust Division agrees that [REDACTED] having admitted their involvement in the violation of the antitrust laws under investigation, will not be criminally prosecuted by the Antitrust Division for criminal violations of the federal antitrust laws that they may have committed prior to the date of this letter in connection with the [REDACTED]. This agreement not to prosecute is limited to the Antitrust Division although the Antitrust Division will bring this agreement to the attention of other prosecuting offices or administrative agencies, if requested. In addition, no testimony or other information provided by [REDACTED] in connection with this investigation, or any information directly or indirectly derived from such

[REDACTED]

testimony or other information, will be used against [REDACTED] in any criminal case, provided the terms of this agreement are not violated. If [REDACTED] fails to comply fully with [REDACTED] obligations under this agreement, this agreement will be rendered null and void, leniency granted to [REDACTED] under the Corporate Leniency Program will be lost, the Antitrust Division may criminally prosecute [REDACTED] and any testimony or other information provided by [REDACTED] will be used against [REDACTED]. No statements or other information provided by [REDACTED] pursuant to this agreement shall be deemed precluded from use against [REDACTED] in case of [REDACTED] breach of this agreement.

This letter supersedes all prior understandings, if any, whether oral or written, between the Antitrust Division, [REDACTED] relating to the subject matter herein. Your signatures below acknowledge the agreement of [REDACTED] to the foregoing terms and conditions.

Sincerely yours,

[REDACTED]



U.S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

This letter responds to the offer by [REDACTED] and its owner/officers to cooperate fully in the investigation currently being conducted by the United States into alleged [REDACTED]

[REDACTED] We accept the offer of cooperation based on your acceptance of the following terms and conditions:

1. [REDACTED] and its owner/officers agree to cooperate completely and truthfully with the United States in the conduct of all federal grand jury or other investigations of any criminal antitrust violations in the [REDACTED] and in all

litigation arising therefrom. This cooperation shall include, but is not limited to, [REDACTED] and its owner/officers: (a) using their best efforts to secure complete, candid, and truthful cooperation of other employees in any such investigation or litigation; (b) encouraging such persons voluntarily to come forward with such information; and (c) providing the United States, without the requirement of a subpoena all of the evidence and relevant information in the possession or control of [REDACTED] and its owner/officers.

2. [REDACTED] and its owner/officers shall be available for interviews or testimony as requested and the information they provide shall be complete, candid, and truthful.

3. [REDACTED] has satisfied all of the conditions of Part B of the Corporate Leniency Policy announced by the Antitrust Division of the Department of Justice on August 10, 1993, and has been accepted into the Corporate Leniency Program. Subject to [REDACTED] full and continuing cooperation as described in paragraph 1 and paragraph 2, above, and its fulfillment of all of the terms and conditions in this agreement, the Antitrust Division of the United States Department of Justice agrees that it will not criminally prosecute [REDACTED] for violations of the federal antitrust laws in connection with the [REDACTED] to the date of this letter. If the staff determines at any time during the investigation or subsequent litigation that [REDACTED] has violated this agreement, the United States will not be bound by the terms of this agreement and may criminally prosecute [REDACTED] for violations of the federal antitrust laws, and no statements or other information provided by [REDACTED] shall be deemed to be precluded from use against it.

4. This agreement applies only to criminal violations of the federal antitrust laws and matters pertaining thereto and, therefore, it does not apply to any other violation of federal law, including but not limited to securities laws and tax laws, or to any civil matter of any kind. Also, this agreement does not apply to criminal violations of the federal antitrust laws that begin or continue after the date of this agreement or that involve any product other than [REDACTED]

This letter constitutes the entire agreement between the United States and [REDACTED]. Your acknowledgement below signifies the agreement of [REDACTED] to the foregoing terms and conditions.

Sincerely, [REDACTED]

**Acknowledgement**

[REDACTED]



U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement entered into between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your client, [REDACTED] in connection with the Antitrust Division's investigation of possible [REDACTED]

AGREEMENT

1. Cooperation: [REDACTED] and its owners and officers agree to cooperate fully and truthfully with the Antitrust Division in its investigation of [REDACTED] including, but not limited to, the following:

- (a) providing promptly and without requirement of subpoena, all documents or other items requested by the Antitrust Division, to the extent not already produced;
- (b) using its best efforts to secure complete, candid and truthful cooperation of employees, and encouraging such persons to voluntarily come forward with any information relevant to the Antitrust Division's investigation;
- (c) making themselves reasonably available for any interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (d) making no attempt to either falsely protect or falsely implicate any person or entity; and

(e) making its best effort to make restitution to any party injured as a result of its [REDACTED]

2. **Corporate leniency:** Subject to the corporation's full and continuing cooperation as described in Paragraph 1 above, the Antitrust Division agrees to accept [REDACTED] into the April 10, 1993 Corporate Leniency Program of the Antitrust Division of the Department of Justice. Pursuant to that program, the Antitrust Division agrees not to criminally prosecute [REDACTED] for any criminal violations of the antitrust laws that may have been committed prior to [REDACTED] in connection with [REDACTED]

This agreement is limited to the Antitrust Division, although the Antitrust Division will bring this agreement to the attention of other prosecuting offices or administrative agencies, if requested. If the Antitrust Division determines, at any time, that [REDACTED] has violated this agreement, this agreement will be rendered null and void; acceptance into the Corporate Leniency Program will be forfeited; the Antitrust Division may criminally prosecute [REDACTED] and no information provided by [REDACTED] shall be deemed to be precluded from use against it in any such prosecution.

This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. Your signatures below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

[REDACTED]



U.S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

The purpose of this letter is to inform you that the Antitrust Division has decided to grant your client, [REDACTED] leniency, as defined in the Division's 1993 Corporate Leniency Policy, in connection with the illegal activity that [REDACTED] reported to the Antitrust Division beginning in [REDACTED].

Your client came forward early to the Antitrust Division to confess its wrongdoing concerning a conspiracy of which the Antitrust Division was not aware. The decision to grant your client leniency was based on this factor, in part, and also on your representation that [REDACTED] will continue to cooperate fully with the Antitrust Division's investigation of this matter and in any related proceedings.

Sincerely yours,

[REDACTED]



U.S. Department of Justice

Antitrust Division

[Redacted]

[Redacted]

[Redacted]

Re:

[Redacted]

Dear

[Redacted]

This letter sets forth the Agreement between the United States and your client [Redacted] and its directors, officers, employees, and partners who are signatories to this Agreement, regarding the Antitrust Division's investigation of anticompetitive conduct in the [Redacted]

**AGREEMENT**

1. [Redacted] through its signatory directors, officers, employees, and partners, will cooperate fully and completely with the United States in its criminal investigation of anticompetitive conduct in the [Redacted]

This cooperation shall include, but not be limited to, the following:

- (a) [Redacted] through its signatory directors, officers, employees, and partners, shall respond fully and truthfully to all questions asked in interviews, grand jury appearances, depositions, trials, or other proceedings;
- (b) [Redacted] through its signatory directors, officers, employees, and partners, shall make no attempt to protect any person or entity through false information or omission, or falsely implicate any person or entity.

[Redacted]

- [REDACTED]
- (c) [REDACTED] through its signatory directors, officers, employees, and partners, shall, on reasonable notice, provide promptly and without requirement of subpoena, all relevant documents or other items requested by the United States;
  - (d) [REDACTED] through its signatory directors, officers, employees, and partners, shall make itself reasonably available for any interviews as the United States may require at a time and place reasonably designated by the United States, taking into consideration the schedule of the individual but consistent with the needs of the investigation;
  - (e) [REDACTED] through its signatory directors, officers, employees, and partners, shall make itself available on reasonable notice for testimony before federal grand juries, or at depositions, trials, or other proceedings in the United States;
  - (f) [REDACTED] through its signatory directors, officers, employees, and partners, shall make its best efforts to insure cooperation of non-signatory employees; however, the company shall not solicit any testimony to which it is entitled under Paragraph 2 of this agreement because such non-signatory employees refuse to cooperate.

2. Corporate Leniency: Subject to its full, complete, and continuing cooperation, as described in Paragraph 1 above, [REDACTED] will qualify for acceptance into the August 10, 1998 Corporate Leniency Program of the Assistant Division of the Department of Justice. If [REDACTED] qualifies for the Corporate Leniency Program, the United States agrees that it will not prosecute [REDACTED] for any criminal violations of the federal antitrust laws and matters pertaining thereto that it may have committed prior to the date of this letter arising out of anticompetitive conduct in the [REDACTED]

If [REDACTED] breaches this Agreement, it will not qualify for acceptance into the Corporate Leniency Program, and the United States may prosecute [REDACTED] for any criminal violations of the federal antitrust laws and matters pertaining thereto.

If the United States brings a prosecution against [REDACTED] following a breach of this Agreement, the United States may use any statement or other information, including documents or other objects, [REDACTED] provided to prosecute it; [REDACTED] waives any right to claim that such use is barred; and the statute of limitations shall be deemed tolled for the period of time between the date of this Agreement and the date the United States notified [REDACTED] that it has breached this Agreement.

Leniency for Directors, Officers, Employees, and Partners: Subject to their full, complete, and continuing cooperation as described in Paragraph 1 above, the United States agrees that signatory directors, officers, employees, and partners of [REDACTED] will

[REDACTED]

not be prosecuted by the United States for criminal violations of the federal antitrust laws and matters pertaining thereto that they may have committed prior to the date of this letter, acting out of anticompetitive conduct in the [REDACTED] provided they enter into an agreement with the United States in the form attached to this Agreement as Exhibit 1.

If a signatory director, officer, employee, or partner breaches this agreement, such individual will not qualify for acceptance into the Corporate Leniency Program, and the United States may prosecute such individual for any criminal violations of the federal antitrust laws and matters pertaining thereto, and may use any statement or other information, including documents or other objects, such individual has provided against [REDACTED]. Further, the United States may use any statement or other information, including documents or other objects, [REDACTED] has provided pursuant to this Agreement, including statements or other information provided through its directors, officers, employees, and partners pursuant to this Agreement, to prosecute such individual.

This letter constitutes the entire Agreement between the United States and [REDACTED] and its signatory directors, officers, employees, and partners and supersedes all prior understandings, if any, whether oral or written. Your signature below signifies [REDACTED] and its directors, officers, employees, and partners voluntarily accept this Agreement.

Sincerely,

[REDACTED]

[REDACTED]



U.S. Department of Justice

Antitrust Division

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the agreement between the Antitrust Division of the United States Department of Justice ("Antitrust Division") and your client, [REDACTED] in connection with the Antitrust Division's investigation of the [REDACTED] ("the investigation").

1. [REDACTED] through its directors, officers, and employees, will cooperate fully, truthfully, and continuously in the Antitrust Division's investigation. This cooperation includes, but is not limited to, the following:

(a) [REDACTED] shall provide all documents or other items requested by the Antitrust Division for the investigation, to the extent not already produced;

(b) On reasonable notice, [REDACTED] shall make its directors, officers, and employees, available for interviews by Antitrust Division staff for the investigation at times and places designated by the Antitrust Division;

(c) [REDACTED] through its directors, officers, and employees, shall respond fully and truthfully to all questions asked of it in interviews, grand jury appearances or at trials; and

(d) [REDACTED] through its directors, officers, and employees, shall make no attempt to protect or to implicate falsely any person or entity through false or misleading information or by withholding information.

2. [REDACTED] has been accepted into the August 10, 1993, Corporate Leniency Policy program of the Antitrust Division. Subject to the continued full and truthful cooperation of [REDACTED] as described in paragraph 1 of this letter, the Antitrust Division agrees that it will not criminally prosecute [REDACTED] for any antitrust offense it may have committed prior to the date of this letter in connection with [REDACTED]

[REDACTED] If the Antitrust Division determines at any time that [REDACTED] has violated this agreement, the agreement will be rendered null and void, acceptance into the Corporate Leniency Policy program will be forfeited, the Antitrust Division may criminally prosecute [REDACTED] and no statements or information provided by [REDACTED] through its directors, officers, or employees, shall be deemed to be precluded from use against it in any such prosecution.

3. The Antitrust Division agrees, pursuant to the August 10, 1993, Corporate Leniency Policy program, that it will not criminally prosecute any director, officer, or employee, of [REDACTED] or any of its affiliates, for any antitrust violation committed prior to the date of this letter in connection with [REDACTED]

provided that the director, officer, or employee, provides full, truthful, and continuing cooperation in the investigation. In the event a director, officer, or employee, fails to fully comply with his or her obligations under this agreement, this agreement shall be rendered null and void, leniency granted under the Corporate Leniency Policy program will be forfeited, the Antitrust Division may criminally prosecute such non-cooperating individual, and any testimony or other information provided by such individual may be used against him or her in any such prosecution.

4. It is understood that any director, officer, or employee, of [REDACTED] or any of its affiliates, who resides in [REDACTED] and who appears in the United States for the purpose of cooperating in the investigation does so voluntarily and the Antitrust Division represents that, in asking any [REDACTED] director, officer, or employee, of [REDACTED] or any of its affiliates, to voluntarily appear in the United States, it is doing so solely for purposes of the investigation and for no other reason. It is further understood that any such [REDACTED] director, officer, or employee, who voluntarily appears in the United States for the purpose of cooperating in the investigation does not waive any rights they may have, including to contest personal jurisdiction if they should receive legal process regarding any other matter while they are in the United States cooperating in the investigation.

5. This letter constitutes the entire agreement between [REDACTED] and the Antitrust Division regarding the investigation. It supersedes all prior understandings and agreements, if any, whether oral or written, relating to the investigation. Your signature and that of the officers authorized to approve this agreement on behalf of [REDACTED] (please type or print the officer's name and position under the signature) constitutes acceptance of this agreement by [REDACTED]

Sincerely yours, [REDACTED]

[REDACTED]

[REDACTED]

Agreement Regarding Amnesty, Restitution, and Statute of  
Limitations

The Antitrust Division of the Department of Justice, having considered [REDACTED] request for corporate amnesty and its cooperation thus far in the investigation into antitrust violations in [REDACTED] [REDACTED] will grant [REDACTED] amnesty conditioned on [REDACTED]: (1) continuing its cooperation with the ongoing investigation and any resulting prosecutions; (2) providing restitution to injured parties; and (3) agreeing to unconditionally waive its right to interpose the statute of limitations as a defense to any action filed prior to the receipt of written notification from the Department of Justice that [REDACTED] has satisfied conditions (1) and (2).

Regarding its obligation to make restitution for actual damages to parties injured by [REDACTED] [REDACTED] agrees to place [REDACTED] in an escrow account, established by [REDACTED] [REDACTED] with the consent and approval of the United States of America, as a guarantee of restitution. It is understood that [REDACTED] is obligated to make complete restitution to the injured parties for actual damages. [REDACTED] agrees to pay a minimum of [REDACTED] to the injured parties in a form (e.g., cash, in-kind payments, or discounts) acceptable to the injured parties. Upon

completion of [REDACTED] payment of restitution, any funds that remain in the escrow account may be returned to [REDACTED].

Agreed to this [REDACTED] day of [REDACTED]

[REDACTED]



U. S. Department of Justice

Antitrust Division

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement entered into between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your client, [REDACTED] (hereinafter "Client"), in connection with the Antitrust Division's investigation into [REDACTED] anti-competitive conduct in the [REDACTED]

#### AGREEMENT

1. **Representations:** Client desires to report to the Antitrust Division activity relating to the Antitrust Division's investigation into [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED]. Client represents to the Antitrust Division that, in connection with the 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 coerce any other party to participate in the activity and was not a leader in, or an originator of, the activity.

2. **Cooperation:** Client 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 promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control requested by the Antitrust Division, to the extent not already produced;

[REDACTED]

(b) using its best efforts to secure the complete, candid and truthful cooperation of its current directors, officers, employees and those individuals designated in Paragraph 4 of this agreement, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to [REDACTED] or other conduct violative of 16 U.S.C. § 1, in the [REDACTED]

(c) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(d) using its best efforts to ensure that current directors, officers, employees and those individuals designated in Paragraph 4 of this agreement who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, grand jury appearances and at trial;

(e) using its best efforts to ensure that current directors, officers, employees and those individuals designated in Paragraph 4 of this agreement who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity, and

(f) using its best efforts to make restitution to any domestic person or entity actually injured as a result of [REDACTED] or other conduct violative of 15 U.S.C. § 1 in the [REDACTED] in which Client was a participant.

**3. Corporate Leniency:** Subject to verification of Client's representations in Paragraph 1, above, and subject to Client's full, continuing and complete cooperation, as described in Paragraph 2 above, the Antitrust Division agrees to accept Client 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 prosecution against Client for any act or offense it may have committed prior to the date of this letter in connection with the activity being reported in the [REDACTED]

The commitments in this Agreement are binding only upon the Antitrust Division, although, upon request of Client, 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 Client has violated this Agreement, this Agreement shall be null and void, and the Antitrust Division may revoke Client's conditional acceptance into the Corporate Leniency Program. Should the Antitrust Division revoke Client's conditional acceptance into the Corporate Leniency Program, the Antitrust Division may thereafter initiate criminal prosecution(s) against Client, without limitation. Should such prosecution(s) be initiated, any documentary or other information provided by Client, as well as any statements or other information

[REDACTED]

provided by any current director, officer or employee of Client, received pursuant to this Agreement, may be used against Client (and against such persons individually) in such prosecution(s).

**4. Non-prosecution for Designated Individuals:** Subject to their full continuing and complete cooperation, the Antitrust Division agrees that [REDACTED] who admit their knowledge of or participation in the 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 activity being reported in the [REDACTED] while acting on behalf of the Client. In addition, the Antitrust Division agrees not to use any information provided by the above named individuals against them in any criminal case, provided the terms and conditions of this agreement are not violated. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon the request of Client, the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event any of the above individuals fail to comply fully with [REDACTED] obligations hereunder, this Agreement as it pertains to such individual shall be null and void, and any non-prosecution granted to such individual under this paragraph may be revoked by the Antitrust Division. Should any non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person pursuant to this Agreement may be used against [REDACTED] in such prosecution.

**5. Immunity for Other Individuals:** Other individuals currently employed as directors, officers or employees of the Client who have knowledge of [REDACTED] or other anti-competitive conduct in the [REDACTED] will have the opportunity within a reasonably prompt time to proffer the information they have. If, in the judgment of the Antitrust Division, such proffers provide truthful and complete information concerning the conduct, the Antitrust Division agrees to seek immunity for such individuals subject to their continuing cooperation.

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

[REDACTED]

7. **Authority and Capacity:** The Antitrust Division and Client 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,

[REDACTED]



U. S. Department of Justice

Antitrust Division

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your client, [REDACTED] in connection with the Antitrust Division's investigation of [REDACTED]

[REDACTED] through its officers, directors and other employees, will cooperate fully and truthfully with the Antitrust Division concerning such investigation. Cooperation by [REDACTED] shall include, but not be limited to, the following:

- (a) [REDACTED] shall provide promptly and without requirement of subpoena, all non-privileged documents or other items in their possession requested by the Antitrust Division, to the extent not already produced;
- (b) [REDACTED] shall make their officers, directors and employees available for such interviews as the Antitrust Division may require at a reasonable time and place designated by the Antitrust Division;
- (c) [REDACTED] and their officers, directors and employees, shall respond truthfully and fully to all questions asked in interviews, grand jury appearances, or at trial;
- (d) [REDACTED] shall make no attempt to protect any person or entity with false information or falsely implicate any person or entity; and

[REDACTED]

(e) [REDACTED] shall make its best efforts to ensure cooperation of present and former employees; provided, however, that [REDACTED] shall not forfeit any leniency to which it is entitled under this agreement because present or former employees refuse to cooperate with the Antitrust Division.

(f) [REDACTED] shall, pursuant to [REDACTED] its [REDACTED] the [REDACTED] under [REDACTED] and [REDACTED] all [REDACTED] and [REDACTED] on account of said [REDACTED]

Documents provided to the Antitrust Division pursuant to this agreement [REDACTED]

### CORPORATE LENIENCY

[REDACTED] is hereby accorded leniency pursuant to paragraph "B" of the Corporate Leniency Program of the Antitrust Division, as reflected in the Antitrust Division policy statement dated August 10, 1993. Subject to the corporation's full and continuing cooperation as described above, the Antitrust Division agrees that it will not commence any further criminal prosecutions against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the [REDACTED]

[REDACTED] If the Antitrust Division determines at any time that [REDACTED] intentionally and materially violated the aforestated terms, this Agreement will be rendered null and void; acceptance into the Corporate Leniency Program will be revoked; the Antitrust Division may criminally prosecute [REDACTED] and no statements or information provided by [REDACTED] shall be deemed to be precluded from use against them in any such prosecution.

### IMMUNITY FOR OFFICERS, DIRECTORS, AND EMPLOYEES

Present and former officers, directors and employees of [REDACTED] who, as part of the corporate confession, provide or have provided truthful and complete incriminating information to the Antitrust Division detailing illegal antitrust activity occurring within the five year statute of limitations will be subpoenaed to testify before a grand jury. The Antitrust Division shall have sole discretion in determining whether information proffered by any individual satisfies these standards. The Antitrust Division shall seek to compel the testimony of each individual so subpoenaed pursuant to an immunity order as provided by 18 U.S.C. § 6001 et seq.

[REDACTED]

This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supercedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

The Antitrust Division and [REDACTED] 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 the Agreement of [REDACTED] and the Antitrust Division to the foregoing terms and conditions.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]



U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement entered into between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your clients [REDACTED] (hereinafter "Clients"), in connection with possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, [REDACTED] (the "Products").

**AGREEMENT**

1. **Representations:** Clients desire to report to the Antitrust Division possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, on the Products. Clients represent to the Antitrust Division that, in connection with the activity being reported, they:

(a) took prompt action to report an invitation to join in the activity; and

(b) did not coerce any other party to participate in the activity and were not a leader in, or an originator of, the activity.

2. **Cooperation:** Clients agree 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) upon reasonable notice, providing promptly, and without requirement of subpoena, all documents or other items in their possession, custody or control requested by the Antitrust Division, to the extent not already produced;

(b) using their best efforts to secure the complete, candid and truthful cooperation of their current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to a possible [REDACTED] or other conduct violative of 15 U.S.C. § 1, on the Products;

(c) upon reasonable notice, facilitating the ability of current directors, officers and employees, who may be accompanied by counsel, to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(d) using their best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, grand jury appearances and at trial;

(e) using their best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and

(f) using their best efforts to make restitution to any person or entity injured as a result of Clients' conduct to the extent such conduct may be violative of 15 U.S.C. § 1, in the industry of the Products, in which Clients were a participant.

**3. Corporate Leniency:** Subject to verification of Clients' representations in paragraph 1, above, and subject to Clients' full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept Clients 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 Clients for any act or offense they may have committed prior to the date of this letter in connection with the activity being reported in the industry of the Products. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon request of Clients, 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 Clients have violated this Agreement, this Agreement shall be null and void, and the Antitrust Division may revoke Clients' conditional acceptance into the Corporate Leniency Program. Should the Antitrust Division revoke Clients' conditional acceptance into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution(s) against Clients, without limitation. Should such a prosecution(s) be initiated, any documentary or other information provided by Clients, as well as any statements or other information provided by any current director, officer or employee of Clients received pursuant to this Agreement, may be used against Clients (and against such persons individually) in such prosecution(s).

**4. Leniency for Corporate Directors, Officers and Employees:** Subject to their full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of Clients, who admit their knowledge of or participation in the 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 activity being reported in the industry of the Products. In addition, the Antitrust Division agrees not to use any information directly or indirectly derived from any statement or other information provided by any current directors, officers or employees in connection with the activity being reported against Clients, nor against such directors, officers, or employees in any criminal prosecution, provided none of the terms and conditions of this Agreement are violated. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon the request

of Clients, 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 Client fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be null and void, and any leniency, immunity or non-prosecution granted to such individual under the Corporate Leniency Program 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 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 Clients, 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 Clients 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

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

The purpose of this letter is to inform you that the Antitrust Division has decided to grant your client, [REDACTED] leniency, as defined in the Division's 1993 Corporate Leniency Policy, in connection with the illegal activity that [REDACTED] reported to the Antitrust Division beginning in [REDACTED]

Your client [REDACTED] came forward early to the Antitrust Division to confess their wrongdoing concerning a conspiracy of which the Antitrust Division was not aware. The decision to grant your client leniency was based on this factor, in part, and also on your representation that [REDACTED] will continue to cooperate fully with the Antitrust Division's investigation of this matter and in any related proceedings.

Sincerely yours,

[REDACTED]

[REDACTED]



U.S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED] Amnesty

Dear [REDACTED]

The purpose of this letter is to advise you that [REDACTED] has met the conditions set forth in the Agreement Regarding Amnesty, Restitution, and Statute of Limitations dated [REDACTED]. Therefore, [REDACTED] has qualified for and received amnesty.

Sincerely,

[REDACTED]



U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED] Investigation

Dear [REDACTED]

This letter is to advise you that pursuant to the Amnesty Program of the Antitrust Division, the Department of Justice does not intend to bring any criminal charges under the Sherman Act, 15 U.S.C. Section 1, against your client, [REDACTED] or any of its present or former officers and employees, arising out of our recently completed investigation of [REDACTED]. The amnesty does not extend to any future conduct nor to any matters not covered by this investigation.

Since the investigation has now been concluded, if your client wants to have the [REDACTED] returned to it please let me know promptly at [REDACTED]. If the documents are not returned to your client they will be shredded.

Thank you for your continued cooperation in this matter.

Sincerely yours,

[REDACTED]



U.S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

The purpose of this letter is to inform you that the Antitrust Division has decided to grant your client, [REDACTED] leniency, as defined in the Division's 1993 Corporate Leniency Policy, in connection with the illegal activity that [REDACTED] reported to the Antitrust Division beginning in [REDACTED].

Your client [REDACTED] came forward early to the Antitrust Division to confess their wrongdoing concerning a conspiracy of which the Antitrust Division was not aware. The decision to grant your client leniency was based on this factor, in part, and also on your representation that [REDACTED] will continue to cooperate fully with the Antitrust Division's investigation of this matter and in any related proceedings.

Sincerely yours,  
[REDACTED]

[REDACTED]



U.S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED] Request for Corporate Leniency

Dear [REDACTED]

This letter responds to the request for corporate leniency made by [REDACTED] supported by your memorandum dated [REDACTED] with respect to the Antitrust Division's grand jury investigation of [REDACTED] [REDACTED] has been accepted into the Corporate Leniency Policy program of the Antitrust Division, as published August 10, 1993.

Contingent upon continuing and full cooperation by [REDACTED] with the Division's investigation, as discussed more fully below, and upon restitution to [REDACTED] in the amount of [REDACTED] as described in your [REDACTED] memo, the Division will not criminally prosecute [REDACTED] for any antitrust offense it may have committed prior to [REDACTED] relating to [REDACTED]

This grant of leniency does not extend to any individual persons. If the Division determines at any time that [REDACTED] has failed to provide continuing and full cooperation as requested by the Division, acceptance into the Corporate Leniency Policy program will be forfeited, and no statements or information provided by [REDACTED] through its directors, officers, employees, or agents, shall be deemed to be precluded from use against it in any such prosecution.

This grant of immunity is conditioned upon continuing and full cooperation from [REDACTED] with the Division's investigation as may reasonably be required. This cooperation must include, but may not be limited to, assistance necessary for the Department to use the [REDACTED] produced by [REDACTED] from its [REDACTED] and [REDACTED] offices as evidence in any grand jury or criminal trial proceeding. This will require access to and use of the [REDACTED] convenient use of the necessary [REDACTED] and ready access to witnesses from [REDACTED] able to describe [REDACTED]

[REDACTED]

We have discussed the nature of the continuing cooperation necessary for the Department to use the [REDACTED] as evidence in general terms, and I understand that you have committed to provide any necessary cooperation in a timely manner.

Sincerely,

[REDACTED]



U.S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement entered into between the Antitrust Division of the United States Department of Justice (Antitrust Division) and your client, [REDACTED] and its directors, officers and employees who are signatories to this agreement, in connection with the Antitrust Division's investigation of [REDACTED]

## AGREEMENT

1. Cooperation: [REDACTED] through its signatory directors, officers and employees, will cooperate fully and truthfully with the Antitrust Division including, but not limited to, the following:

(a) [REDACTED] through its signatory directors, officers and employees, shall provide promptly and without requirement of subpoena all documents or other items requested by the Antitrust Division, to the extent not already produced;

(b) [REDACTED] through its signatory directors, officers and employees, shall make itself reasonably available for any interviews as the Antitrust Division may require at the time and place designated by the Antitrust Division;

(c) [REDACTED] through its signatory directors, officers and employees, shall respond truthfully and fully to all questions asked of it in interviews, grand jury appearances or at trials; and

(d) [REDACTED] through its signatory directors, officers and employees, shall make no attempt to protect any person or entity through false information or falsely implicate any person or entity.

(e) [REDACTED] through its signatory directors, officers and employees, shall make their best efforts to insure cooperation of non-signatory employees, however, the company shall not forfeit any leniency to which it is entitled under Paragraph 2 of this agreement because such non-signatory employees refuse to cooperate.

2. Corporate Leniency: [REDACTED] has been accepted into the April 10, 1993 Corporate Leniency Program of the Antitrust Division of the Department of Justice. Subject to the corporation's full and continuing cooperation as described in Paragraph 1 above, the Antitrust Division agrees that it will not criminally prosecute [REDACTED] for any criminal violations of the federal antitrust laws and

matters pertaining thereto that it may have committed prior to the date of this letter in connection with the [REDACTED]. This agreement not to prosecute is limited to the Antitrust Division although the Antitrust Division will bring this agreement to the attention of other prosecuting offices or administrative agencies, if requested. If the Antitrust Division determines at any time that [REDACTED] has violated this agreement, this agreement will be rendered null and void, acceptance into the Corporate Leniency Program will be forfeited, the Antitrust Division may criminally prosecute [REDACTED] and no statements or information provided by [REDACTED] shall be deemed to be precluded from use against it in any such prosecution.

3. **Leniency for Directors, Officers and Employees:** Subject to their full and continuing cooperation as described in Paragraph 1 above, the Antitrust Division agrees that signatory directors, officers and employees of [REDACTED] and any other directors, officers and employees who, as part of the corporate confession, admit their involvement in the violation of the antitrust laws under investigation, will not be criminally prosecuted by the Antitrust Division for criminal violations of the federal antitrust laws and matters pertaining thereto that they may have committed prior to the date of this letter in connection with the [REDACTED]. This agreement not to prosecute is limited to the Antitrust Division although the Antitrust Division will bring this agreement to the attention of other prosecuting offices or administrative agencies, if requested. In addition, no testimony or other information provided by such directors, officers or employees in connection with this investigation, or any information directly or indirectly derived from such testimony or other information, will be used against such directors, officers or employees in any criminal case, provided the terms of this agreement are not violated. In the event that a signatory director, officer or employee fails to fully comply with his obligations under this agreement, this agreement as to such non-cooperating individual will be rendered null and void, leniency granted to such non-cooperating individual under the Corporate Leniency Program will be lost, the Antitrust Division may criminally prosecute such non-cooperating individual, and any testimony or other information provided by such individual will be used against him. No statements or other information provided by any of the signatory directors, officers and employees pursuant to this agreement shall be deemed precluded from use against any individual in case of such individual's breach of this agreement.

This letter constitutes the entire agreement between the Antitrust Division, [REDACTED] and its signatory directors, officers and employees, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. Your signatures below acknowledge the agreement of [REDACTED] and its directors, officers and employees to the foregoing terms and conditions.

Sincerely yours,

Date