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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 UNITED STATES OF AMERICA)

Case No. CR 08-0803 SI

13 v.)

14 LG DISPLAY CO., LTD. and)
15 LG DISPLAY AMERICA, INC.,)

16 Defendants.)
_____)

17
18 **PLEA AGREEMENT**

19 The United States of America and LG DISPLAY CO., LTD., formerly known as
20 LG.Philips LCD Co., Ltd., a corporation organized and existing under the laws of the Republic of
21 Korea ("Korea"), and LG DISPLAY AMERICA, INC., formerly known as LG.Philips LCD
22 America, Inc., a corporation organized and existing under the laws of the State of California,
23 (hereinafter referred to collectively as "defendants") hereby enter into the following Plea
24 Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R.
25 Crim. P.):

26 **RIGHTS OF DEFENDANTS**

27 1. The defendants understand their rights:

28 (a) to be represented by an attorney;

1 (b) to be charged by Indictment;

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

6 (d) to plead not guilty to any criminal charge brought against them;

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

10 (f) to confront and cross-examine witnesses against them and to subpoena
11 witnesses in their defense at trial;

12 (g) to appeal their conviction if they are found guilty; and

13 (h) to appeal the imposition of sentence against them.

14 **AGREEMENT TO PLEAD GUILTY**
15 **AND WAIVE CERTAIN RIGHTS**

16 2. The defendants knowingly and voluntarily waive the rights set out in Paragraph
17 1(b)-(g) above, including all jurisdictional defenses to the prosecution of this case, and agree
18 voluntarily to consent to the jurisdiction of the United States to prosecute this case against
19 them in the United States District Court for the Northern District of California. The
20 defendants also knowingly and voluntarily waive the right to file any appeal, any collateral
21 attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. §
22 3742, that challenges the sentence imposed by the Court if that sentence is consistent with or
23 below the recommended sentence in Paragraph 8 of this Plea Agreement, regardless of how
24 the sentence is determined by the Court. This agreement does not affect the rights or
25 obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c). Nothing in this
26 paragraph, however, shall act as a bar to the defendants perfecting any legal remedies they
27 may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of
28 counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendants will

1 waive indictment and plead guilty at arraignment to a one-count Information to be filed in the
2 United States District Court for the Northern District of California. The Information will
3 charge the defendants with participating in a conspiracy to suppress and eliminate competition
4 by fixing the prices of thin-film transistor liquid crystal display panels ("TFT-LCD") sold in
5 the United States and elsewhere, from on or about September 21, 2001, to on or about June 1,
6 2006, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

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

10 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

13 (a) For purposes of this Plea Agreement, the "relevant period" is that period from
14 on or about September 21, 2001, to on or about June 1, 2006. During the relevant
15 period, LG.Philips LCD Co., Ltd., a joint venture between LG Electronics and Philips
16 Electronics, and a corporation organized and existing under the laws of Korea, and
17 LG.Philips LCD America, Inc., a corporation organized and existing under the laws of
18 the State of California, sold TFT-LCD into various markets, including the U.S.
19 Effective March 4, 2008, LG.Philips LCD Co., Ltd., changed its name to LG
20 DISPLAY CO., LTD., and effective March 6, 2008, LG.Philips LCD America, Inc.
21 changed its name to LG DISPLAY AMERICA, INC., the named defendants in this
22 Plea Agreement. LG DISPLAY CO., LTD. has its headquarters and principal place of
23 business in Seoul, Korea, and LG DISPLAY AMERICA, INC. has its headquarters
24 and principal place of business in San Jose, California. During the relevant period, the
25 defendants were engaged in the sale of TFT-LCD in the United States and elsewhere,
26 and employed 5,000 or more individuals.

27 (b) TFT-LCD are glass panels composed of an array of tiny pixels that are
28 electronically manipulated in order to display images. TFT-LCD are manufactured in

1 a broad range of sizes and specifications for use in televisions, notebook computers,
2 desktop monitors, mobile devices and other applications.

3 (c) During the relevant period, the defendants, through their officers and
4 employees, including high-level personnel of the defendants, participated in a
5 conspiracy among major TFT-LCD producers, the primary purpose of which was to fix
6 the price of TFT-LCD sold in the United States and elsewhere. In furtherance of the
7 conspiracy, the defendants, through their officers and employees, engaged in
8 discussions and attended meetings, including group meetings commonly referred to by
9 the participants as "crystal meetings," with representatives of other major TFT-LCD
10 producers. During these discussions and meetings, agreements were reached to fix the
11 price of TFT-LCD to be sold in the United States and elsewhere.

12 (d) During the relevant period, TFT-LCD sold by one or more of the conspirator
13 firms, and equipment and supplies necessary to the production and distribution of
14 TFT-LCD, as well as payments for TFT-LCD, traveled in interstate and foreign
15 commerce. The business activities of the defendants and their co-conspirators in
16 connection with the production and sale of TFT-LCD that were the subjects of the
17 conspiracy were within the flow of, and substantially affected, interstate and foreign
18 trade and commerce.

19 (e) Acts in furtherance of this conspiracy were carried out within the Northern
20 District of California. TFT-LCD that were the subjects of the conspiracy were sold by
21 one or more of the conspirators to customers in this District.

22 **POSSIBLE MAXIMUM SENTENCE**

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

26 (a) \$100 million (15 U.S.C. § 1);

27 (b) twice the gross pecuniary gain the conspirators derived from the crime

28 (18 U.S.C. § 3571(c) and (d)); or

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

3 6. In addition, the defendants understand that:

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

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

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

13 **SENTENCING GUIDELINES**

14 7. The defendants understand that the Sentencing Guidelines are advisory, not
15 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,
16 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing
17 sentence. The defendants understand that the Guidelines determinations will be made by the
18 Court by a preponderance-of-the-evidence standard. The defendants understand that, although
19 the Court is not ultimately bound to impose a sentence within the applicable Guidelines range,
20 their sentence must be reasonable based upon consideration of all relevant sentencing factors
21 set forth in 18 U.S.C. § 3553(a). Under U.S.S.G. § 1B1.8, the United States agrees that self-
22 incriminating information that the defendants provide to the United States under this Plea
23 Agreement will not be used to increase the volume of affected commerce attributable to the
24 defendants or in determining the defendants' applicable Guidelines range, except to the extent
25 provided in U.S.S.G. § 1B1.8(b).

26 **SENTENCING AGREEMENT**

27 8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendants
28 agree that the appropriate disposition of this case is, and agree to recommend jointly that the

1 Court impose, a sentence requiring payment to the United States of a single criminal fine of
2 \$400 million, pursuant to 18 U.S.C. § 3571(d), payable in installments as set forth below, with
3 interest accruing under 18 U.S.C. § 3612(f)(1)-(2) ("the recommended sentence"). The parties
4 agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not
5 adequately taken into consideration by the U.S. Sentencing Commission in formulating the
6 Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree
7 not to seek or support any sentence outside of the Guidelines range nor any Guidelines
8 adjustment for any reason that is not set forth in this Plea Agreement. The parties further
9 agree that the recommended sentence set forth in this Plea Agreement is reasonable.

10 (a) The United States and the defendants agree to recommend, in the
11 interest of justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. § 8C3.2(b), that the
12 fine be paid in the following installments: within six months of imposition of the
13 sentence – \$20 million (plus any accrued interest); within eighteen months of
14 imposition of the sentence – \$76 million (plus any accrued interest); within thirty
15 months of imposition of the sentence – \$76 million (plus any accrued interest); within
16 forty-two months of imposition of the sentence – \$76 million (plus any accrued
17 interest); within fifty-four months of imposition of the sentence – \$76 million (plus
18 any accrued interest); within sixty months of imposition of the sentence – \$76 million
19 (plus any accrued interest); provided, however, that the defendants shall have the
20 option at any time before sixty months after imposition of the sentence of prepaying
21 the remaining balance (plus any accrued interest) then owing on the fine.

22 (b) The defendants understand that the Court will order them each to pay a
23 \$400 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine
24 imposed.

25 (c) The United States and the defendants will recommend that no term of
26 probation be imposed, but the defendants understand that the Court's denial of this
27 request will not void this Plea Agreement.

28 (d) The United States and the defendants jointly submit that this Plea

1 Agreement, together with the record that will be created by the United States and the
2 defendants at the plea and sentencing hearings, and the further disclosure described in
3 Paragraph 10, will provide sufficient information concerning the defendants, the crime
4 charged in this case, and the defendants' role in the crime to enable the meaningful
5 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. This further
6 record includes a Joint Sentencing Memorandum, which is mutually agreed to and
7 executed by the United States and the defendants. The United States and the
8 defendants agree to request jointly that the Court accept the defendants' guilty plea and
9 impose sentence on an expedited schedule as early as the date of arraignment, based
10 upon the record provided by the defendants and the United States, under the provisions
11 of Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule 32-1(b) of the
12 U.S.D.C. N.D. California Criminal Local Rules. The Court's denial of the request to
13 impose sentence on an expedited schedule will not void this Plea Agreement.

14 9. The United States and the defendants agree that the applicable Guidelines fine
15 range exceeds the fine contained in the recommended sentence set out in Paragraph 8 above.
16 Subject to the full and continuing cooperation of the defendants, as described in Paragraph 13
17 of this Plea Agreement, and prior to sentencing in this case, the United States agrees that it
18 will make a motion, pursuant to U.S.S.G. § 8C4.1, for a downward departure from the
19 Guidelines fine range and will request that the Court impose the recommended sentence set
20 out in Paragraph 8 of this Plea Agreement because of the defendants' substantial assistance in
21 the government's investigation and prosecutions of violations of federal criminal law in the
22 TFT-LCD industry.

23 10. Subject to the ongoing, full, and truthful cooperation of the defendants
24 described in Paragraph 13 of this Plea Agreement, and before sentencing in the case, the
25 United States will fully advise the Court and the Probation Office of the fact, manner, and
26 extent of the defendants' cooperation and their commitment to prospective cooperation with
27 the United States' investigation and prosecutions, all material facts relating to the defendants'
28 involvement in the charged offense, and all other relevant conduct.

1 in the prosecution of this case, the conduct of the current federal investigation of violations of
2 federal antitrust and related criminal laws involving the manufacture or sale of TFT-LCD in
3 the United States and elsewhere, any other federal investigations resulting therefrom, and any
4 litigation or other proceedings arising or resulting from any such investigation to which the
5 United States is a party ("Federal Proceeding"). The ongoing, full, and truthful cooperation of
6 the defendants shall include, but not be limited to:

7 (a) producing to the United States all non-privileged documents,
8 information, and other materials, wherever located, in the possession, custody, or
9 control of the defendants or any of their related entities, requested by the United States
10 in connection with any Federal Proceeding; and

11 (b) using their best efforts to secure the ongoing, full, and truthful
12 cooperation, as defined in Paragraph 14 of this Plea Agreement, of the current and
13 former directors, officers, and employees of the defendants or any of their related
14 entities, as may be requested by the United States – but excluding Duk Mo Koo, Bock
15 Kwon, Chan Sik Shin, and Chang Suk Chung – including making these persons
16 available in the United States and at other mutually agreed-upon locations, at the
17 defendants' expense, for interviews and the provision of testimony in grand jury, trial,
18 and other judicial proceedings in connection with any Federal Proceeding.

19 14. The ongoing, full, and truthful cooperation of each person described in
20 Paragraph 13(b) above will be subject to the procedures and protections of this paragraph, and
21 shall include, but not be limited to:

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

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

1 Federal Proceeding;

2 (c) responding fully and truthfully to all inquiries of the United States in
3 connection with any Federal Proceeding, without falsely implicating any person or
4 intentionally withholding any information, subject to the penalties of making false
5 statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503, *et seq.*);

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

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

15 (f) agreeing that, if the agreement not to prosecute him or
16 her in this Plea Agreement is rendered void under Paragraph 16(c), the statute of
17 limitations period for any Relevant Offense as defined in Paragraph 16(a) will be tolled
18 as to him or her for the period between the date of the signing of this Plea Agreement
19 and six (6) months after the date that the United States gave notice of their intent to
20 void their obligations to that person under the Plea Agreement.

21 **GOVERNMENT'S AGREEMENT**

22 15. Upon acceptance of the guilty plea called for by this Plea Agreement and the
23 imposition of the recommended sentence, and subject to the cooperation requirements of
24 Paragraph 13 of this Plea Agreement, the United States agrees that it will not bring further
25 criminal charges against the defendants or any of their related entities for any act or offense
26 committed before the date of this Plea Agreement that was undertaken in furtherance of an
27 antitrust conspiracy involving the manufacture or sale of TFT-LCD in the United States and
28 elsewhere, or undertaken in connection with any investigation of such a conspiracy. The

1 nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any
2 violation of the federal tax or securities laws, or to any crime of violence.

3 16. The United States agrees to the following:

4 (a) Upon the Court's acceptance of the guilty plea called for by this Plea
5 Agreement and the imposition of the recommended sentence and subject to the
6 exceptions noted in Paragraph 16(c), the United States will not bring criminal charges
7 against any current or former director, officer, or employee of the defendants or their
8 related entities for any act or offense committed before the date of this Plea Agreement
9 and while that person was acting as a director, officer, or employee of the defendants
10 or their related entities that was undertaken in furtherance of an antitrust conspiracy
11 involving the manufacture or sale of TFT-LCD in the United States and elsewhere, or
12 undertaken in connection with any investigation of such a conspiracy ("Relevant
13 Offense"), except that the protections granted in this paragraph shall not apply to Duk
14 Mo Koo, Bock Kwon, Chan Sik Shin, and Chang Suk Chung;

15 (b) Should the United States determine that any current or former director,
16 officer, or employee of the defendants or their related entities may have information
17 relevant to any Federal Proceeding, the United States may request that person's
18 cooperation under the terms of this Plea Agreement by written request delivered to
19 counsel for the individual (with a copy to the undersigned counsel for the defendants)
20 or, if the individual is not known by the United States to be represented, to the
21 undersigned counsel for the defendants;

22 (c) If any person requested to provide cooperation under Paragraph 16(b)
23 fails to comply with his or her obligations under Paragraph 14, then the terms of this
24 Plea Agreement as they pertain to that person, and the agreement not to prosecute that
25 person granted in this Plea Agreement, shall be rendered void;

26 (d) Except as provided in Paragraph 16(e), information provided by a
27 person described in Paragraph 16(b) to the United States under the terms of this Plea
28 Agreement pertaining to any Relevant Offense, or any information directly or

1 indirectly derived from that information, may not be used against that person in a
2 criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a false
3 statement or declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18
4 U.S.C. § 1503, *et seq.*);

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

10 (f) The nonprosecution terms of this paragraph do not apply to civil
11 matters of any kind, to any violation of the federal tax or securities laws, or to any
12 crime of violence; and

13 (g) Documents provided under Paragraphs 13(a) and 14(a) shall be deemed
14 responsive to outstanding grand jury subpoenas issued to the defendants or any of their
15 related entities.

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

26 18. The defendants understand that they may be subject to administrative action by
27 federal or state agencies other than the United States Department of Justice, Antitrust
28 Division, based upon the conviction resulting from this Plea Agreement, and that this Plea

1 Agreement in no way controls whatever action, if any, other agencies may take. However, the
2 United States agrees that, if requested, it will advise the appropriate officials of any
3 governmental agency considering such administrative action of the fact, manner, and extent of
4 the cooperation of the defendants and their related entities as a matter for that agency to
5 consider before determining what administrative action, if any, to take.

6 **REPRESENTATION BY COUNSEL**

7 19. The defendants have been represented by counsel and are fully satisfied that
8 their attorneys have provided competent legal representation. The defendants have thoroughly
9 reviewed this Plea Agreement and acknowledge that counsel has advised them of the nature of
10 the charge, any possible defenses to the charge, and the nature and range of possible sentences.

11 **VOLUNTARY PLEA**

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

17 **VIOLATION OF PLEA AGREEMENT**

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

1 paragraph to void any of its obligations under the Plea Agreement. The defendants and their
2 related entities agree that, in the event that the United States is released from its obligations
3 under this Plea Agreement and brings criminal charges against the defendants or their related
4 entities for any offense referred to in Paragraph 15 of this Plea Agreement, the statute of
5 limitations period for such offense will be tolled for the period between the date of the signing
6 of this Plea Agreement and six (6) months after the date the United States gave notice of its
7 intent to void its obligations under this Plea Agreement.

8 22. The defendants understand and agree that in any further prosecution
9 of them or their related entities resulting from the release of the United States from its
10 obligations under this Plea Agreement, because of the defendants' or their related entities'
11 violation of the Plea Agreement, any documents, statements, information, testimony, or
12 evidence provided by them or their related entities, or current or former directors, officers, or
13 employees of them or their related entities to attorneys or agents of the United States, federal
14 grand juries, or courts, and any leads derived therefrom, may be used against them or their
15 related entities in any such further prosecution. In addition, the defendants unconditionally
16 waive their right to challenge the use of such evidence in any such further prosecution,
17 notwithstanding the protections of Fed. R. Evid. 410.

18 **ENTIRETY OF AGREEMENT**

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

23 24. The undersigned is authorized to enter this Plea Agreement on behalf of the
24 defendants as evidenced by the Resolution of the Board of Directors of the defendants
25 attached to, and incorporated by reference in, this Plea Agreement.

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

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

AGREED

BY: J. Taig Hong
Jong Taig Hong
Head of Legal Department
LG Display Co., Ltd.
West Tower, LG Twin Towers
20 Yoido-dong, Youngdungpo-gu
Seoul, Republic of Korea 150-721

DATED: November 12, 2008

BY: J. Taig Hong
Jong Taig Hong
On behalf of LG Display America, Inc.
150 E Brokaw Rd.
San Jose, CA 95112

DATED: November 12, 2008

BY: Michael R. Lazerwitz
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Counsel for LG Display Co., Ltd. and
LG Display America, Inc.

DATED: November 12, 2008

BY: Michael L. Scott
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Tel: (415) 436-6660
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DATED: November 17, 2008

**RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
LG DISPLAY CO., LTD.**

November 12, 2008

A meeting of the Board of Directors (the "Board") of LG DISPLAY CO., LTD. (the "Company") was held on November 12, 2008 at the Company's registered office having its address at LG Twin Towers (West Tower), 20 Yoido-dong, Youngdungpo-gu, Seoul, Korea.

The following Directors ("Directors") were present and constituted a quorum:

Young Soo Kwon
Simon (Shin Ik) Kang
James (Hoyoung) Jeong
Paul Verhagen
Dongwoo Chun
Ingoo Han
William Y. Kim
Bruce I. Berkoff

The following resolutions are hereby adopted by the Board of Company in accordance with the Commercial Laws of the Republic of Korea:

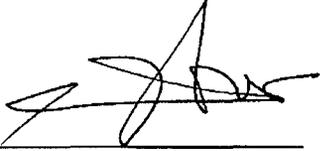
WHEREAS, it is deemed in the best interest of the Company to enter a plea agreement with United States Department of Justice;

NOW, THEREFORE, be it

RESOLVED, that execution, delivery and performance of a plea agreement, by and among the Company, LG Display America, Inc., and the United States Department of Justice, in substantially the form made available to the Board ("Agreement"), is hereby approved; and

FURTHER RESOLVED, that Mr. Jong Taig Hong, Head of Legal Department of the Company is hereby fully authorized to execute the Agreement and any other related documents on behalf of the Company and take all necessary actions including representing the Company at any hearing in order to waive any and all rights of the

Company referred to in the Agreement and to plead guilty on behalf of the Company according to the terms of the Agreement.



Young Soo Kwon



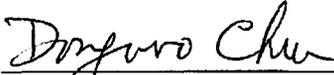
Simon (Shin Ik) Kang



James (Hoyoung) Jeong



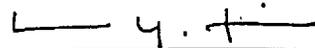
Paul Verhagen



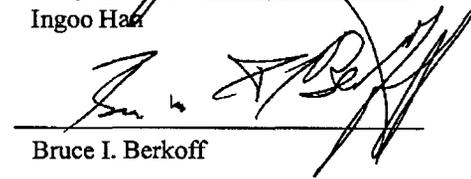
Dongwoo Chun



Ingoo Han



William Y. Kim



Bruce I. Berkoff

LG DISPLAY AMERICA, INC.

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS**

The undersigned, being all of the directors of LG DISPLAY AMERICA, INC., a California corporation (the "Corporation"), pursuant to authority to act without a meeting in accordance with Section 307 (b) of the California Corporations Code and Section 3.13 of the bylaws of the Corporation, consent to taking of the following actions and adopt the resolutions set out below. This Unanimous Written Consent of the Board of Directors is in lieu of a special meeting of the Board of Directors of the Corporation. All of the actions taken in this consent shall have the same force and effect as if they were taken and adopted at a special meeting of the Board of Directors of the Corporation.

WHEREAS, it is deemed in the best interest of the Corporation to enter a plea agreement with United States Department of Justice;

NOW, THEREFORE, be it

RESOLVED, that execution, delivery and performance of a plea agreement, by and among LG Display Co., Ltd., Corporation, and the United States Department of Justice, in substantially the form made available to the Board of Directors ("Agreement"), is hereby approved; and

FURTHER RESOLVED, that Mr. Jong Taig Hong, Head of Legal Department of LG Display Co., Ltd. is hereby fully authorized to execute the Agreement and any other related documents on behalf of the Corporation and take all necessary actions including representing the Corporation at

Page 1

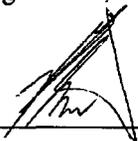
Unanimous Written Consent of the Board of Directors
LG DISPLAY AMERICA, INC.

any hearing in order to waive any and all rights of the Corporation referred to in the Agreement and to plead guilty on behalf of the Corporation according to the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned directors have executed this written consent as of November 11, 2008, and direct that it be filed in the minute book of the Corporation.

Seok Hwa Lee, Director

Yoong Ki Min, Director

A handwritten signature in black ink, appearing to be 'YK Min', written over a horizontal line.

Bong Joon Kim, Director

any hearing in order to waive any and all rights of the Corporation referred to in the Agreement and to plead guilty on behalf of the Corporation according to the terms of the Agreement.

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Seok Hwa Lee, Director



Yoong Ki Min, Director



Bong Joon Kim, Director

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Seok Hwa Lee, Director



Yoong Ki Min, Director



Bong Joon Kim, Director