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Eagle Eyes Traffic Industrial Co., Ltd;
8 E-Lite Automotive, Inc.

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

12
13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 vs.

16 EAGLE EYES TRAFFIC INDUSTRIAL
CO., LTD; E-LITE AUTOMOTIVE, INC.;
17 HOMY HONG-MING HSU; and YU-
CHU LIN, AKA DAVID LIN,

18 Defendants.
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Case No. CR-11-0488 RS

**DEFENDANTS EAGLE EYES' AND E-
LITE'S REPLY TO UNITED STATES'
SENTENCING MEMORANDUM AND
SUPPLEMENTAL DECLARATION OF
KENNETH B. JULIAN IN SUPPORT
THEREOF**

[Filed concurrently herewith: Defendants Eagle
Eyes' and E-Lite's Request For Judicial Notice]

HON. RICHARD SEEBORG
DATE: OCTOBER 16, 2012
TIME: 2:30 P.M.

1 I.

2 **INTRODUCTION**

3 Defendants Eagle Eyes and E-Lite file this Reply to dispute two issues raised in the
4 government’s Sentencing Memorandum (“GSM”), namely: (1) the government’s
5 recommendation that Eagle Eyes and E-Lite be placed on 5 years probation; and (2) the
6 government’s contention that Eagle Eyes’ “Chairman Yu-Chu Lin remains an international
7 fugitive.” See GSM at 10 and 12 [Docket # 248]. The Court should disregard the government’s
8 recommendation for 5 years probation for all of the following reasons:

9 (1) In making the recommendation for 5 years probation,
10 the government has failed to honor its commitments with respect to
11 the present settlement;

12 (2) The government did not seek a probationary term for
13 Sabry Lee, Inc. (“Sabry Lee”) or Maxzone Vehicle Lighting Co.
14 (“Maxzone”);

15 (3) The government told this Court, in connection with
16 Maxzone’s sentencing, that a term of probation was unnecessary to
17 insure Maxzone’s installment payments because the government
18 had an adequate remedy under 18 U.S.C. section 3573;

19 (4) The government’s usual position in similar cases, even
20 where installment payments on a criminal fine are ordered, is to
21 not recommend probation.

22 Eagle Eyes and E-Lite will be prejudiced if the Court orders a term of 5 years probation
23 upon the government’s recommendation because that recommendation was outside the bargain
24 struck by the parties to resolve this case, and because supervision will increase the financial
25 burdens upon Eagle Eyes and E-Lite and, thereby, undermine one of the purposes of this
26 settlement. Moreover, the Court should disregard the government’s characterization of Chairman
27 Lin as a “fugitive” because it is simply wrong and the government is attempting to use it to
28 improperly sway this Court and to justify its request for 5-years probation.

1 II.

2 **THE COURT SHOULD NOT ORDER PROBATION IN THIS CASE**

3 A. **The Court Should Disregard The Government’s Recommendation As To**
4 **Probation Because The Government Made It In Violation Of The Settlement**
5 **It Struck With Defendants**

6 Following a Settlement Conference on September 19, 2012, before the Hon. Joseph C.
7 Spero, the government sent Eagle Eyes a letter on September 25, 2012 documenting the terms of
8 the settlement. At no point during the Settlement Conference, or thereafter, did the government
9 disclose it’s intent to recommend that the Court impose a 5-year term of probation upon Eagle
10 Eyes and E-Lite. Nor was such a recommendation contemplated under the terms of the
11 September 25, 2012 Letter. Indeed, on September 28, 2012, counsel for the government, May
12 Lee Heye, assured counsel for Eagle Eyes and E-Lite:

13 As I told you on our call this morning, **the government will do what**
14 **it described in its September 25, 2012 letter if Eagle Eyes and E-**
15 **Lite plead guilty and request a sentence of \$5 million based on**
16 **inability to pay:** The government will not contest or dispute that
17 Eagle Eyes has an inability to pay the minimum Guidelines fine.
18 The government will not contest or dispute that Eagle Eyes is
19 unable to pay the minimum Guidelines fine without impairing its
20 ability to make restitution to victims, without substantially
21 jeopardizing its continued viability, and that even with the use of a
22 reasonable installment schedule, is not able and will not likely
23 become able to pay the minimum Guidelines fine. The government
24 will not contest that the \$5 million fine is appropriate. Moreover,
25 the government will not dispute that pursuant to 18 U.S.C. §§
26 3572(d)(1) and 3612(f)(3)(A), as well as U.S.S.G. §8C3.2, the
27 Court should, in the interests of justice, allow Eagle Eyes to pay a
28 fine in installments on a schedule established by the court, and that
interest be waived.

29 See Heye Email 9/28/12, Exhibit A to the attached Supplemental Declaration of Kenneth B.
30 Julian (emphasis added).

31 “The federal courts have long been cognizant of the responsibility of federal prosecutors
32 meticulously to fulfill their promises.” United States v. Shapiro, 879 F.2d 468, 471 (9th Cir.
33 1989). Here, the government should be put to its promise to “do what it described in its
34 September 25, 2012 letter,” which did not include making a recommendation that Eagle Eyes and

1 E-Lite serve five (5) years of probation. There is no ambiguity on this point; however, if there
2 were, it would be construed against the government. United States v. Transfiguracion, 442 F.3d
3 1222, 1228 (9th Cir. 2006) (holding that ambiguities in agreements with the government are
4 construed in favor of the defendant).

5 The government’s probation recommendation came as a surprise because the government
6 did not raise it during the full day settlement conference, or in the extensive discussions and
7 correspondence afterwards. Moreover, the terms outlined in the September 25, 2012 letter were
8 to reflect the government’s sentencing position vis-à-vis Eagle Eyes and E-Lite. The
9 government’s request that the Court impose a 5-year term of probation constitutes a material
10 change in the government’s bargained-for sentencing position. Accordingly, Eagle Eyes and E-
11 Lite respectfully request that, in connection with sentencing, this Court disregard the
12 government’s recommendation for a 5-year term of probation for Eagle Eyes and E-Lite.

13 **B. The Government’s Usual Sentencing Positions And The Need To Avoid**
14 **Disparate Sentences Militates Against Imposing Probation**

15 Title 18 of United States Code Section 3553(a)(2) states: “The court shall impose a
16 sentence sufficient, but not greater than necessary, to” *inter alia* “reflect the seriousness of the
17 offense, to promote respect for the law, and to provide just punishment for the offense.” One
18 factor the court must consider in determining the sentence to be imposed is “the need to avoid
19 unwarranted sentence disparities among defendants with similar records who have been found
20 guilty of similar conduct.” 18 U.S.C. § 3553(a)(6).

21 Section 3553(a)(6) thus requires that similarly situated defendants receive similar
22 sentences. See United States v. Green, 592 F.3d 1057, 1072 (9th Cir. 2010) (explaining that
23 where defendants are not similarly situated, disparate sentences are not unreasonable).¹ Indeed,
24 the government’s own authority, Green (GSM at 11), acknowledges that similarly situated

25 ¹ While the government argues that section 3553(a)(6) “does not require uniformity of sentencing
26 among co-defendants within the same case,” its citations to United States v. Green, 592 F.3d
27 1057, 1072 (9th Cir. 2010) and United States v. Marcial-Santiago, 447 F.3d 715, 719 (9th Cir.
28 2006), are inapposite because in Green the defendants were not similarly situated (it was
reasonable there to impose a higher sentence on the ring leader) and in Marcial-Santiago the
defendant argued it was entitled to the same sentence as those in different types of cases accused
of committing different crimes in different districts.

1 defendants should generally be sentenced similarly; but where defendants are not similarly
2 situated, there is no need to avoid sentence disparities.

3 The government’s recommendation that Eagle Eyes and E-Lite serve 5-years probation is
4 unreasonable and should be rejected because Eagle Eyes is in a similar position to Maxzone and
5 Sabry Lee, the government did not seek probation for Maxzone or Sabry Lee, and the Court did
6 not impose probation for Maxzone or Sabry Lee. In the GSM the government cites to Section
7 8D1.1 of the Sentencing Guidelines for the proposition that probation is “mandatory” (under the
8 “advisory” guidelines); however, the government: (1) did not recommend probation for Maxzone
9 or Sabry Lee in this case; and (2) the government routinely does not recommended probation for
10 antitrust defendants who plead guilty, even those headquartered on foreign soil and making
11 installment payments.

12 **1. The Government’s Position As To Maxzone Applies Equally to Eagle Eyes**

13 With respect to Maxzone, the government took the position that probation was
14 unnecessary, despite Maxzone’s planned five years of installment payments, because section
15 3573 of Title 18 of the United States Code empowers the government to return to the Court
16 and/or petition the Court for relief if a defendant fails to honor its payment obligations.² As a
17 result, Maxzone received a sentence requiring it to pay \$43 million dollars in installments;
18 however, *it did not receive probation*. Indeed, in Maxzone’s in plea agreement, the government
19 agreed that “both parties will recommend that no term of probation be imposed . . .” See Exh. D
20 at 8(e) to Julian Decl., [docket # 247-1] the Maxzone Plea Agreement (emphasis added).

21 When the Court inquired about the lack of a probationary term, the government
22 represented that no term of probation was necessary because the government had other tools at its
23 disposal to ensure repayment:

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26 ² Section 3573 states that: “Upon petition of the Government showing that reasonable efforts to
27 collect a fine or assessment are not likely to be effective, the court may, in the interest of justice --
28 (1) remit all or part of the unpaid portion of the fine or special assessment, including interest and
penalties; (2) defer payment of the fine or special assessment to a date certain or pursuant to an
installment schedule; or (3) extend a date certain or an installment schedule previously ordered.”

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THE COURT: . . . I suppose one question I had . . . is why there isn't a probationary period in this circumstance that would be provided under the statutory scheme as an option. Perhaps you can just tell me why you haven't proposed that.

MS. LEM: Your Honor, we –

THE COURT: Before you do that -- well, let me go ahead. Ms. Lem, we'll start with you, and you can address that point among other things.

MS. LEM: Your Honor, the [1] plea agreement does not recommend any probation. I under- -- despite the fact that the fine is payable in installments, there is a statutory provision, [2] 18 U.S.C. 3573, that allows the government to petition the Court in the event that there are any issues down the road with Maxzone paying the installments. [3] In addition, Maxzone's parent company Depo has agreed to serve as guarantor for Maxzone for payment of the fine. So with all of those things, the government was comfortable and has confidence that Maxzone will be able to meet these installment payments.

Exh. F to Julian Decl., [docket # 247-1], Transcript Maxzone COP 10/8/2011 at 17:3-22.

Thus, although Maxzone was required to pay a fine which is nearly 9 times greater than the fine imposed on Eagle Eye *in installments*, it did not receive probation and the government represented to the Court it believed that section 3573 sufficed to secure its \$43 million judgment. This same result is merits here: because Eagle Eyes is similarly situated as Maxzone, there is no reason to impose a term of probation on Eagle Eyes.³

First, similar to the Maxzone plea agreement, the bargain struck under Judge Spero's supervision did not include a government recommendation for 5 years probation as to Eagle Eyes and E-Lite. Second, as the government underscored with Maxzone, "18 U.S.C. section 3573 [] allows the government to petition the Court in the event that there are any issues down the road with [Eagle Eyes or E-Lite] paying the installments." Id. Third, just as "Maxzone's parent company Depo [] agreed to serve as guarantor for Maxzone for payment of the fine," E-Lite's parent company Eagle Eyes is ultimately responsible for the entire fine amount because of joint

³ There is no allegation that, like in Green, Eagle Eyes was the ringleader or in any way more culpable or blameworthy than either Maxzone or Sabry Lee that would justify the imposition of a stiffer sentence. Green, 592 F.3d at 1072.

1 and several liability. Because the circumstances here are similar to those of the Maxzone
2 sentencing, there should be “comfort” and “confidence that [Eagle Eyes and E-Lite] will be able
3 to meet the[] installment payments” of \$5 million, just as there was enough comfort that
4 Maxzone’s staggering \$43 million fine would be repaid *without a term of probation*. Id.

5 **2. The Government’s Position As To Sabry Lee Applies Equally to E-Lite**

6 Moreover, in the Maxzone sentencing proceeding, the Court and Ms. Lem discussed how
7 the government had not recommended that Sabry Lee serve probation because it was planning on
8 ceasing operations:

9 **THE COURT:** I suppose I would be candid with you. One of the
10 reasons I asked the question is that there was an antitrust corporate
11 plea recently where the antitrust division said to me the reason for
12 the probationary period not being part of the agreement was the
13 company was going to cease operation. That’s why when I saw this,
14 that that be not the case here.

15 **MS. LEM:** That is not the case here.

16 **THE COURT:** Putting that issue aside -- and I’m not suggesting
17 that the fact that there isn’t a probationary period isn’t a reason not
18 to accept the agreement. I just wanted to know what the basis was
19 for the determination not to include it. Anything else that you want
20 to say with respect to the proposed disposition?

21 **MS. LEM:** No, Your Honor.

22 Id. at 17:3-22 (emphasis added).

23 Here, although E-Lite remains an active California corporation, it is no longer distributing
24 autolights for Eagle Eyes and its future is uncertain. In similar circumstances, the government did
25 not recommend probation for Sabry Lee. Indeed, in Sabry Lee’s plea agreement, the government
26 agreed that “both parties will recommend that no term of probation be imposed . . .” See Exh. H
27 at 8(e) to Julian Decl. [docket # 247-1]]. As to Sabry Lee, the Court imposed a criminal fine of
28 \$200,000 and did not impose a term of probation. Eagle Eyes is thus similarly situated as Sabry
Lee and, like Sabry Lee, should not receive probation.

1 Accordingly, this Court should disregard this characterization of Chairman Lin in determining
2 whether to order probation for Eagle Eyes and E-Lite.

3 Furthermore, the government's characterization of Chairman Lin as an "international
4 fugitive" is particularly unjust because, after the present Superseding Indictment in this case,
5 counsel for Chairman Lin attempted to negotiate a stipulation as to bail with the government,
6 which would have permitted Chairman Lin to appear in Court, post substantial bail, and then
7 return to Taiwan to operate Eagle Eyes during the pendency of this case. The government
8 rejected such terms. *Id.* at ¶ 5. Thus, for this additional reason, the government's
9 characterization of Chairman Lin as a fugitive is untrue and misleading.

10 **III.**

11 **CONCLUSION**

12 In light of the forgoing, Eagle Eyes and E-Lite respectfully request that this Court reject
13 the government's recommendation that Eagle Eyes and E-Lite be sentenced to a 5-year terms of
14 probation.

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18 Dated: October 12, 2012

MANATT, PHELPS & PHILLIPS, LLP

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20 By: /s/ Kenneth B. Julian
21 Kenneth B. Julian
22 *Attorneys for Defendant*
EAGLE EYES TRAFFIC INDUSTRIAL CO.,
LTD; E-LITE AUTOMOTIVE, INC.

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SUPPLEMENTAL DECLARATION OF KENNETH B. JULIAN

I, Kenneth B. Julian, hereby declare:

1. I am a partner at the law firm of Manatt, Phelps and Phillips LLP and am counsel for Defendants Eagles Eyes Traffic Industrial Co., Ltd (“Eagle Eyes”), E-Lite Automotive, Inc. (“E-Lite”), (together, “Defendants”). I make this declaration in support of Defendants Eagle Eyes’ and E-Lite’s Reply to United States’ Sentencing Memorandum. I have personal knowledge of the matters set forth in this Declaration and, if called upon to do so, could and would testify competently thereto.

2. At no point during the September 19, 2012 Settlement Conference did the government ever mention probation to counsel for Eagle Eyes. Nor did the government ever raise the possibility of probation in the extensive discussions regarding the terms of Eagle Eyes’ settlement following the Settlement Conference or in its 9/25/2012 Settlement Letter.

3. On September 28, 2012, counsel for the government, May Lee Heye, sent Eagle Eyes’ counsel an e-mail which she stated, “As I told you on our call this morning, the government will do what it described in its September 25, 2012 letter if Eagle Eyes and E-Lite plead guilty and request a sentence of \$5 million based on inability to pay . . .” (emphasis added). A true and correct copy Ms. Heye’s September 28, 2012 e-mail is attached hereto as **Exhibit A.**

4. I reviewed recent plea agreements, sentencing memorandums, and criminal judgments for corporate defendants who pled guilty to Sherman Act violations, and the government did not recommend, nor did the court impose a probation term. A true and correct copy of a chart compiling this information is attached hereto as **Exhibit B.**

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5. Chairman Lin is a resident of Taiwan and has continued to live there throughout the course of this investigation and prosecution. After the present Superseding Indictment in this case, I attempted to negotiate a stipulation with respect to bail with Howard Parker which would have permitted Chairman Lin to appear, post substantial bail, and then return to Taiwan to operate Eagle Eyes during the pendency of this case. Mr. Parker rejected such terms.

I declare under penalty of perjury under the laws of the United States that to the best of my knowledge and belief the foregoing is true and correct.

Executed on October 12, 2012, at Costa Mesa, California.

/s/ Kenneth B. Julian
Kenneth B. Julian

305203740.5

EXHIBIT A

From: Heye, May Lee [mailto:May.Heye@usdoj.gov]
Sent: Friday, September 28, 2012 5:39 PM
To: Julian, Kenneth; Lem, Jacklin; Parker, Howard
Cc: joseph_c_spero@cand.uscourts.gov; Linnett, Kelsey; Pletcher, Anna T; Ho, Yi-Chin; Williamson, Matthew; Parrish, Christina
Subject: RE: Change of Plea/Letter of 9/28/2012

Ken,

We received your letter regarding the government's position with respect to inability to pay. As I told you on our call this morning, the government will do what it described in its September 25, 2012 letter if Eagle Eyes and E-Lite plead guilty and request a sentence of \$5 million based on inability to pay: The government will not contest or dispute that Eagle Eyes has an inability to pay the minimum Guidelines fine. The government will not contest or dispute that Eagle Eyes is unable to pay the minimum Guidelines fine without impairing its ability to make restitution to victims, without substantially jeopardizing its continued viability, and that even with the use of a reasonable installment schedule, is not able and will not likely become able to pay the minimum Guidelines fine. The government will not contest that the \$5 million fine is appropriate. Moreover, the government will not dispute that pursuant to 18 U.S.C. §§ 3572(d)(1) and 3612(f)(3)(A), as well as U.S.S.G. §8C3.2, the Court should, in the interests of justice, allow Eagle Eyes to pay a fine in installments on a schedule established by the court, and that interest be waived.

Our discussion about whether the letter constitutes a "promise" was not intended to suggest in any way that the government will not do what it stated it would do in the September 25, 2012 letter. Instead, we wanted to ensure that no question arises over whether Eagle Eyes' and E-Lite's pleas are voluntary. As you know, Rule 11(b)(2) requires that "Before accepting a plea of guilty . . . , the court must address the defendant personally in open court and determine that the plea is voluntary and did not result from force, threats, or promises (other than promises in a plea agreement.)" As you have expressed, we have no plea agreement in this case. We do not believe that the government's statements in its September 25, 2012 letter implicate the concerns expressed in Rule 11(b)(2) but want to confirm that Eagle Eyes and E-Lite's pleas are voluntary and that you will be able to represent that to Judge Seeborg.

Thank you,
May

~~~~~  
May Lee Heye  
Trial Attorney  
Department of Justice, Antitrust Division  
450 Golden Gate Ave.  
Box 36046, Rm 10-0101  
San Francisco, CA 94102  
(t) (415) 436-6596  
(f) (415) 436-6667  
may.hey@usdoj.gov

**From:** Julian, Kenneth [mailto:KJulian@manatt.com]  
**Sent:** Friday, September 28, 2012 3:58 PM

**To:** Heye, May Lee; Lem, Jacklin; Parker, Howard  
**Cc:** 'joseph\_c\_spero@cand.uscourts.gov'; Linnett, Kelsey; Pletcher, Anna T; Ho, Yi-Chin; Williamson, Matthew; Parrish, Christina  
**Subject:** Change of Plea/Letter of 9/28/2012

Thank you, May. No interpreter is needed. Please also see attached letter.

Best regards,  
**Kenneth B. Julian**  
**manatt | phelps | phillips llp**  
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(714) 338-2745 Direct  
(714) 371-2550 Main Fax  
(714) 338-2795 Direct Fax  
[kjulian@manatt.com](mailto:kjulian@manatt.com)

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**From:** Heye, May Lee [mailto:May.Heye@usdoj.gov]  
**Sent:** Friday, September 28, 2012 3:46 PM  
**To:** Julian, Kenneth; Williamson, Matthew; Parrish, Christina  
**Cc:** Lem, Jacklin; Parker, Howard; Linnett, Kelsey; Pletcher, Anna T  
**Subject:** Change of Plea

Hi Ken,  
We have confirmed the Court's availability for Eagle Eyes and E-Lite's change of plea on October 4, 2012 at 4 pm. (It is after his civil law and motions calendar.) Will you guys need an interpreter?  
Thanks,  
May

~~~~~  
May Lee Heye
Trial Attorney
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EXHIBIT B

Recent Corporate Criminal Pleas and Judgments For Sherman Act Violations

Case	Probation	Recommendation for Probation in Plea Agreement/Sentencing Memorandum	Monetary Penalties
<p><u>Maxzone Vehicle Lighting Corp.</u></p> <p>Case: 3:11-cr-00653-RS Document 22 Filed 11/16/11</p>	<p>No Probation</p>	<p>Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Assessment: \$ 400.00; Fine: \$ 43,000,000.00</p> <p>Special instructions regarding the payment of criminal monetary penalties:</p> <p>The defendant shall pay a fine in the amount of \$43,000,000, which shall be paid in installments, without interest. The amount of \$3,000,000 shall be due within thirty (30) days of imposition of sentence; \$4,000,000 shall be due at the one-year anniversary of the imposition of sentence ("anniversary"); \$6,000,000 shall be due at the two-year anniversary; \$10,000,000 shall be due at the three-year anniversary; \$10,000,000 shall be due at the four-year anniversary; and \$10,000,000 at the five-year anniversary. The defendant shall have the option at any time before the five-year anniversary of prepaying the remaining balance then owing on the fine.</p>
<p><u>Sabry Lee</u></p> <p>Case: 3:11-cr-00599-RS Document 25 Filed 10/05/11</p>	<p>No Probation</p>	<p>Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Assessment: \$ 400.00; Fine: \$ 200,000.00</p> <p>Lump sum payment of \$ 200,400.00 due immediately, balance due not later than 11/14/2011.</p>
<p><u>Furukawa Electric Co. Ltd</u></p> <p>Case: 2:11-cr-20612-GCS-PJK Doc # 11 Filed 11/14/11</p>	<p>No Probation</p>	<p>Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Assessment: \$ 400.00; Fine: \$ 200,000,000.00</p> <p>Special Assessment payment of \$400.00 due immediately. Fine of \$200,000,000.00 due not later than 45 days after entry of the judgment.</p>
<p><u>U.S. v. All Nippon Airways Co., Ltd.</u></p>	<p>No Probation</p>	<p>Plea Agreement: "Based on the defendant's commitment to assist the</p>	<p>Assessment: \$800.00; Fine: \$ 73,000,000.00</p>

<p>Case: 1:10-cr-00295-JDB Document 10 Filed 12/07/10</p>		<p>ongoing investigation and litigation arising therefrom, and the improvements it has made in its corporate compliance program, both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Lump sum payment of\$ 73,000,800.00 due immediately.</p> <p>Special instructions regarding the payment of criminal monetary penalties:</p> <p>The fine shall be paid in one initial installment of 12,200,000 plus any accrued interest, followed by four (4) additional 12,200,000 installments plus any accrued interest, and one final installment of 12,000,000.</p> <p>The first installment is due within thirty (30) days of imposition of sentence while the remaining five installments are due at the yearly anniversary of sentence imposition. The defendant is afforded the option of prepaying the remaining balance plus any accrued interest then owing at any time before the five year anniversary.</p>
<p><u>Samsung SDI Co., Ltd.</u> Case: 3:11-cr-00162-WHA Document 56 Filed 08/19/11</p>	<p>No Probation</p>	<p>Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Assessment: \$ 400.00; Fine: \$ 32,000,000.00</p> <p>Lump sum payment of\$ 32,000,400.00 due immediately.</p>
<p><u>Singapore Airlines Cargo Pte Ltd.</u> Case: 1:10-cr-00322-JDB Document 11 Filed 02/08/11</p>	<p>No Probation</p>	<p>Plea Agreement: "Based on the defendant's improvements to its corporate compliance program, the United States and the defendant will jointly recommend that no term of probation be imposed, but the parties understand that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Assessment: \$ 400.00; Fine: \$ 48,000,000</p> <p>Lump sum payment of \$ 48,000,400.00 due immediately.</p> <p>Special instructions regarding the payment of criminal monetary penalties:</p> <p>The fine shall be paid in one initial installment of \$20,000,000 plus any accrued interest, followed by one additional \$28,000,000 installment plus any accrued interest. The first installment is due within 30 days of imposition of sentence while the remaining installment is due by April 29, 2011. The defendant is afforded the option</p>

			of prepaying the remaining balance plus any accrued interest then owing at any time before April 29, 2011.
<u>Bridgestone Corporation</u> Case: 4:11-cr-00651 Document 25 Filed in TXSD on 10/07/11	No Probation	Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."	Assessment \$ 800; fine \$ 28,000,000 Lump sum payment of \$800 due immediately. Special instructions regarding the payment of criminal monetary penalties: Balance of \$28,000,000 is to be paid within (10) business days after the imposition of sentences in this matter.
<u>Chunghwa Picture Tubes, Ltd.</u> Case: 3:08-cr-00804-SI Document 21 Filed 01/20/09	No Probation	Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."	Assessment: \$ 400.00 Restitution: \$ 65,000,000.00 Lump sum payment of \$ 400.00 due immediately. Special instructions regarding the payment of criminal monetary penalties: 11 Million is due within 30 days of this judgment. 11 Million with interest is due on the 1st through 4th Anniversary of this judgment. 10 Million with interest is due on the 5th Anniversary of this judgment.
<u>Sharp Corporation</u> Case: 3:08-cr-00802-SI Document 16 Filed 12/19/08	No Probation	Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."	Assessment: \$ 1,200.00; Fine: \$ 120,000,000.00 Lump sum payment of\$. \$1,200.00 due immediately. Special instructions regarding the payment of criminal monetary penalties: The fine is payable \$20 million in 30 days from 12/16/08; additional \$20 million plus accrued interest on each of the following 5 anniversary dates. The fine may be paid in advance of the 5 year anniversary date.

<p><u>LG Display Co., Ltd and LG Display America</u></p> <p>Case: 3:08-cr-00803-SI Document 20 Filed 12/23/08</p>	<p>No Probation</p>	<p>Plea Agreement: "The United States and the defendants will recommend that no probation be imposed, but the defendants understand that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Assessment: \$ 400.00; Fine: \$ 400,000,000.00</p> <p>Lump sum payment of \$ 400.00 due immediately.</p> <p>Special instructions regarding the payment of criminal monetary penalties:</p> <p>20 Million Dollars (including interest) to be paid within six months of 12/15/08. 76 Million Dollars (including interest) to be paid within 18 months of 12/15/08. 76 Million Dollars (including interest) to be paid within 30 months of 12/15/08. 76 Million Dollars (including interest) to be paid within 42 months of 12/15/08. 76 Million Dollars (including interest) to be paid within 54 months of 12/15/08 76 Million Dollars (including interest) to be paid within 60 months of 12/15/08</p>
<p><u>Hitachi Displays Ltd.</u></p> <p>Case: 3:09-cr-00247-SI Document 16 Filed 05/29/09</p>	<p>No probation</p>	<p>Plea agreement: "Both parties will recommend that no term of probation be imposed"</p>	<p>Assessment: \$ 400.00; Fine: \$ 31,000,000.00</p> <p>Lump sum payment of \$ 400.00 due immediately, balance due not later than 6/6/09.</p>
<p><u>Epson Imaging Devices Corp.</u></p> <p>Case: 3:09-cr-00854-SI Document 16 Filed 10/26/09</p>	<p>No Probation</p>	<p>Plea Agreement: "Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement."</p>	<p>Assessment: \$ 400.00; Fine: \$ 26,000,000.00</p> <p>Lump sum payment of \$ 400.00 due immediately; Defendant shall pay the fine by October 31, 2009.</p>
<p><u>Chi Mei Optoelectronics Corp.</u></p> <p>Case 3:09-cr-01166-SI</p>	<p>No Probation</p>	<p>Plea Agreement: "Both parties recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will</p>	<p>Assessment: \$ 400.00; Fine: \$ 220,000,000.00</p> <p>Lump sum of \$ 400.00 due immediately.</p>

<p>Document 16 Filed 02/11/10</p>		<p>not void this plea agreement.”</p>	<p>Special instructions regarding the payment of criminal monetary penalties:</p> <p>\$37 million within 30 days of sentence (no later than 3/10/10)</p> <p>\$37 million plus accrued interest on 1 st year anniversary</p> <p>\$37 million plus accrued interest on 2nd year anniversary</p> <p>\$37 million plus accrued interest on 3rd year anniversary</p> <p>\$37 million plus accrued interest on 4th year anniversary</p> <p>\$35 million plus accrued interest on 5th year anniversary, provided def. may prepay the balance plus interest at any time.</p>
<p><u>Hannstar Display Corp.</u></p> <p>Case: 3:10-cr-00498-SI Document 14 Filed 08/06/10</p>	<p>No Probation</p>	<p>Plea agreement: “Both parties will recommend that no term of probation be imposed, but the defendant understands that the Court's denial of this request will not void this Plea Agreement.”</p>	<p>Assessment: \$ 400.00; Fine: \$ 30,000,000.00</p> <p>Lump sum payment of \$ 400 due immediately.</p> <p>Special instructions regarding the payment of criminal monetary penalties:</p> <p>1) 8/29/10 - \$5 Million plus interest 6) 7/30/15 - \$5 Million plus interest</p> <p>2) 7/30/11 - \$5 Million plus interest</p> <p>3) 7/30/12 - \$5 Million plus interest</p> <p>4) 7/30/13 - \$5 Million plus interest</p> <p>5) 7/30/14 - \$5 Million plus interest</p>