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MAY 02 2007

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

1 NIAL E. LYNCH (CSBN 157959)
2 NATHANAEL M. COUSINS (CSBN 177944)
3 MAY LEE HEYE (CSBN 209366)
4 BRIGID S. MARTIN (CSBN 231705)
5 CHARLES P. REICHMANN (CSBN 206699)
6 E. KATE PATCHEN (NY Reg. 41204634)
7 U.S. Department of Justice
8 Antitrust Division
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E-Filed

Attorneys for the United States

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

IL UNG KIM,)

Defendant.)

Case No. CR 06-0692 PJH

PLEA AGREEMENT

PLEA AGREEMENT

The United States of America and Il Ung Kim (“Defendant”) hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure (“Fed. R. Crim. P.”):

RIGHTS OF DEFENDANT

1. Defendant understands that he has the right:
 - (a) to be represented by an attorney;
 - (b) to be charged by Indictment;
 - (c) to plead not guilty to any criminal charge brought against him;
 - (d) as a citizen and resident of the Republic of Korea (“Korea”), to decline to accept service of the Summons in this case, and to contest the jurisdiction of the United States to prosecute this case against him in the United States District Court for the

1 Northern District of California;

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

5 (f) to confront and cross-examine witnesses against him and to subpoena
6 witnesses in his defense at trial;

7 (g) not to be compelled to incriminate himself;

8 (h) to appeal his conviction; and

9 (i) to appeal the imposition of sentence against him.

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

12 2. Defendant knowingly and voluntarily waives the rights set out in Paragraph 1(c)-
13 (h) above, including all jurisdictional defenses to the prosecution of this case, and agrees
14 voluntarily to consent to the jurisdiction of the United States to prosecute this case against him
15 in the United States District Court for the Northern District of California. Defendant also
16 knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other
17 writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under
18 28 U.S.C. § 2241 or 2255, that challenges the sentence imposed by the Court if that sentence is
19 consistent with or below the recommended sentence in Paragraph 8 of this Plea Agreement,
20 regardless of how the sentence is determined by the Court. This agreement does not affect the
21 rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b)-(c). Nothing in this
22 paragraph, however, shall act as a bar to the Defendant perfecting any legal remedies he may
23 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of
24 counsel. Further, Defendant will plead guilty to a one-count Indictment filed in the United
25 States District Court for the Northern District of California. The Indictment charges that,
26 beginning on or about April 1, 1999, and continuing until on or about June 15, 2002, Samsung
27 Electronics Co., Ltd. ("Samsung") and coconspirators participated in a conspiracy in the United
28 States and elsewhere to suppress and eliminate competition by fixing the price of dynamic

1 random access memory (“DRAM”) to be sold to certain original equipment manufacturers of
2 personal computers and servers (“OEMs”), in violation of the Sherman Antitrust Act, 15 U.S.C.
3 § 1. The Indictment further charges that Defendant, an employee of Samsung, joined and
4 participated in the charged conspiracy from on or about April 1, 2001, until on or about June 15,
5 2002.

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

9 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

12 (a) For purposes of this Plea Agreement, the “relevant period” is that period
13 from on or about April 1, 2001, to on or about June 15, 2002. Samsung is an entity organized
14 and existing under the laws of Korea, with its principal place of business in Seoul, Korea.
15 During the relevant period, Defendant was employed by Samsung, and his title was Vice
16 President of Marketing.

17 (b) DRAM is the most commonly used semiconductor memory product.
18 DRAM provides high-speed storage and retrieval of electronic information in personal
19 computers, servers, and other devices.

20 (c) In the course of his employment during the relevant period, Defendant
21 was engaged in the sale and marketing of DRAM in the United States. As Vice President of
22 Marketing, Defendant was a superior to some other employees engaged in the sale and
23 marketing of DRAM in the United States and was responsible for setting price guidelines for
24 DRAM worldwide. Those guidelines were a factor Samsung sales personnel used in setting
25 prices to customers worldwide, including the United States.

26 (d) During the relevant period, Defendant participated in the conspiracy, as
27 described below, in the United States and elsewhere among certain DRAM producers and their
28 officers and employees, the primary purpose of which was to raise and stabilize the price of

1 DRAM sold to certain OEMs. The conspiracy directly affected these OEMs in the United
2 States: Dell Inc., Hewlett-Packard Company, Compaq Computer Corporation, International
3 Business Machines Corporation, Apple Computer Inc., and Gateway, Inc. The Defendant
4 participated in the conspiracy by engaging in communications with representatives of other
5 DRAM producers and sellers, during which pricing information was exchanged between
6 competitors. That pricing information was used for the purpose and with the effect of
7 influencing the price of DRAM sold to certain OEMs. Also during these communications with
8 representatives of other DRAM producers and sellers, understandings were reached, the ultimate
9 effect of which was to stabilize and raise the price, or limit the rate of price declines, of DRAM
10 sold to certain OEMs.

11 (e) In addition, during the relevant period, Defendant was aware of and
12 encouraged the involvement of other Samsung employees in this conspiracy.

13 (f) During the relevant period, DRAM sold by one or more of the
14 conspirators, equipment and supplies necessary to the production and distribution of DRAM,
15 and payments for DRAM, traveled in interstate and foreign commerce. The business activities
16 of Defendant and his coconspirators in connection with the production and sale of DRAM
17 affected by this conspiracy were within the flow of, and substantially affected, interstate and
18 foreign trade and commerce.

19 (g) Acts in furtherance of this conspiracy were carried out within the
20 Northern District of California. Furthermore, DRAM affected by this conspiracy was sold by
21 one or more of the conspirators to customers in this District.

22 POSSIBLE MAXIMUM SENTENCE

23 5. Defendant understands that the statutory maximum penalty which may be
24 imposed against him upon conviction for a violation of Section One of the Sherman Antitrust
25 Act is:

26 (a) a term of imprisonment for three years (15 U.S.C. § 1);

27 (b) a fine in an amount equal to the greatest of (1) \$350,000, (2) twice the
28 gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross

1 pecuniary loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18
2 U.S.C. § 3571(b) and (d)); and

3 (c) a term of supervised release of one year following any term of
4 imprisonment. If Defendant violates any condition of supervised release, Defendant
5 could be imprisoned for the entire term of supervised release (18 U.S.C. § 3559(a)(5);
6 18 U.S.C. § 3583(b)(3) and (e)(3); and United States Sentencing Guideline (“U.S.S.G.”
7 or “Guidelines”) § 5D1.2(a)(3)).

8 6. In addition, Defendant understands that:

9 (a) pursuant to U.S.S.G. § 5E1.1 and 18 U.S.C. § 3583(d), this Court may
10 order him to pay restitution to the victims of the offense; and

11 (b) pursuant to 18 U.S.C. § 3013(a)(2)(A) and U.S.S.G. § 5E1.3, this
12 Court is required to order Defendant to pay a \$100.00 special assessment
13 upon conviction for the charged offense.

14 **SENTENCING GUIDELINES**

15 7. Defendant understands that the Guidelines are advisory, not mandatory, but that
16 the Court must consider the Guidelines, along with the other factors set forth in 18 U.S.C. §
17 3553(a), in determining and imposing sentence. Defendant understands that the Guidelines
18 determinations will be made by the Court by a preponderance of the evidence standard.
19 Defendant understands that although the Court is not ultimately bound to impose a sentence
20 within the applicable Guidelines range, its sentence must be reasonable based upon
21 consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Pursuant to
22 U.S.S.G. § 1B1.8, the United States agrees that self-incriminating information that Defendant
23 provides to the United States pursuant to this Plea Agreement will not be used to increase the
24 volume of affected commerce attributable to Defendant or in determining the Defendant’s
25 applicable Guidelines range, except to the extent provided in U.S.S.G. § 1B1.8(b). Defendant
26 and the United States agree that the Court should consider the Guidelines in effect at the time of
27 the offense, June 15, 2002, rather than at the time of sentencing, in accordance with U.S.S.G. §
28 1B1.11(b). The United States and Defendant agree that the applicable advisory Guidelines are:

1 U.S.S.G. § 2R1.1, with a base level of 10; a volume of commerce adjustment of plus 7, pursuant
2 to U.S.S.G. § 2R1.1(b)(2)(G); a role in the offense adjustment of plus 3, pursuant to U.S.S.G. §
3 3B1.1, for a sub-total of 20; less a 3-level adjustment for acceptance of responsibility, pursuant
4 to U.S.S.G. § 3E1.1(a) and (b), for a total offense level of 17. Further, the United States agrees
5 to make a motion for downward departure pursuant to Paragraph 10 herein and U.S.S.G. §
6 5K1.1, recommending that Defendant be sentenced to the recommended sentence agreed to
7 below.

8 SENTENCING AGREEMENT

9 8. (a) Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and Defendant
10 agree that the appropriate disposition of this case is, and agree to recommend jointly that
11 the Court impose, a sentence requiring that Defendant pay to the United States a criminal
12 fine of \$250,000, payable in full before the fifteenth (15th) day after the date of
13 judgment; a period of incarceration of fourteen months; no order of restitution; and no
14 period of supervised release (“the recommended sentence”). Defendant understands that
15 this Court will order him to pay a \$100 special assessment pursuant to 18 U.S.C. §
16 3013(a)(2)(A) in addition to any fine imposed. The parties agree that there exists no
17 aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken
18 into consideration by the U.S. Sentencing Commission in formulating the Guidelines
19 justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or
20 support any sentence outside of the Guidelines range nor any Guidelines adjustment for
21 any reason that is not set forth in this Plea Agreement. The parties further agree that the
22 recommended sentence set forth in this Plea Agreement is reasonable.

23 (b) The United States will not object to Defendant’s request that the Court
24 make a recommendation to the Bureau of Prisons that the Bureau of Prisons designate
25 that Defendant be assigned to a Federal Minimum Security Camp (and specifically to the
26 Lompoc Prison Camp in Lompoc, California) to serve his sentence of imprisonment and
27 that Defendant be released on his own personal recognizance following the imposition of
28 sentence to allow him to self-surrender to the designated institution on a specified date.

1 9. The United States and Defendant agree that, pursuant to U.S.S.G. § 5E1.1(b),
2 Defendant should not be ordered to pay restitution in light of the civil cases filed against
3 Samsung, Defendant's employer, including *In re DRAM Antitrust Litigation*, No. M-02-1486-
4 PJH, MDL No. 1486, consolidated in the United States District Court, Northern District of
5 California, which potentially provide for a recovery of a multiple of actual damages.

6 10. The United States and Defendant agree that the applicable Guidelines fine and
7 incarceration ranges exceed the fine and term of imprisonment contained in the recommended
8 sentence set out in Paragraph 8, above. Subject to the full and continuing cooperation of
9 Defendant, as described in Paragraph 13 of this Plea Agreement, and prior to sentencing in this
10 case, the United States agrees that it will make a motion, pursuant to U.S.S.G. § 5K1.1, for a
11 downward departure from the Guidelines fine and incarceration ranges in this case. The motion
12 for downward departure is based on defendant's substantial assistance that has already occurred,
13 and any additional cooperation that may occur prior to sentencing in the government's
14 investigation and prosecutions of violations of federal criminal law in the DRAM industry and
15 other related industries.

16 11. The United States and Defendant jointly submit that this Plea Agreement and the
17 record that will be created by the United States and Defendant at the plea and sentencing hearing
18 will provide sufficient information concerning Defendant, the offense charged in this case, and
19 Defendant's role in the offense to enable the meaningful exercise of sentencing authority by this
20 Court under 18 U.S.C. § 3553. The United States will not object to Defendant's request that
21 this Court accept Defendant's plea of guilty and impose sentence on an expedited schedule as
22 early as the date of arraignment, based upon the record provided by Defendant and the United
23 States, under the provisions of Rule 32(b)(1), Fed. R. Crim. P., U.S.S.G. § 6A1.1, and Criminal
24 Local Rule 32-1(b). The Court's denial of the request to impose sentence on an expedited
25 schedule will not void this Plea Agreement. Should the Court deny Defendant's request to
26 impose sentence on an expedited schedule, the United States agrees that it will recommend the
27 release of Defendant on his personal recognizance and without bond, under 18 U.S.C. § 3142,
28 without restriction as to travel, pending the sentencing hearing in this case.

1 12. The United States and Defendant understand that this Court retains complete
2 discretion to accept or reject the recommended sentence provided for in Paragraph 8 of this Plea
3 Agreement.

4 (a) If this Court does not accept the recommended sentence, the United States
5 and Defendant agree that this Plea Agreement, except for Paragraph 12(b) below, shall
6 be rendered void. Neither party may withdraw from this Plea Agreement, however,
7 based on the type or location of the correctional facility to which Defendant is assigned
8 to serve his sentence.

9 (b) If this Court does not accept the recommended sentence, Defendant will be
10 free to withdraw his guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If Defendant
11 withdraws his plea of guilty, this Plea Agreement, the guilty plea, and any statement
12 made in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty
13 plea or this Plea Agreement or made in the course of plea discussions with an attorney
14 for the government shall not be admissible against Defendant in any criminal or civil
15 proceeding, except as otherwise provided in Fed. R. Evid. 410.

16 **DEFENDANT’S COOPERATION**

17 13. Defendant will cooperate fully and truthfully with the United States in the
18 prosecution of this case, the current federal investigation of violations of federal antitrust and
19 related criminal laws involving the manufacture or sale of DRAM, any other federal
20 investigation resulting therefrom, and any litigation or other proceedings arising or resulting
21 from any such investigation to which the United States is a party (“Federal Proceeding”). The
22 ongoing, full, and truthful cooperation of Defendant shall include, but not be limited to:

23 (a) producing in the United States and at other mutually agreed-
24 upon locations all non-privileged documents, including claimed personal documents,
25 and other non-privileged materials, wherever located, in the possession, custody, or
26 control of Defendant, requested by attorneys and agents of the United States;

27 (b) making himself available for interviews in the United States
28 and at other mutually agreed-upon locations, not at the expense of

1 the United States, upon the request of attorneys and agents of the United States;

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

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

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

16 **GOVERNMENT'S AGREEMENT**

17 14. Subject to the full, truthful, and continuing cooperation of Defendant, as
18 described in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of the guilty
19 plea called for by this Plea Agreement and the imposition of the recommended sentence, the
20 United States will not bring further criminal charges against Defendant for any act or offense
21 committed before the date of this Plea Agreement that was undertaken in furtherance of an
22 antitrust conspiracy involving the manufacture or sale of DRAM or undertaken in connection
23 with any investigation of such a conspiracy ("Relevant Offense"). The nonprosecution terms of
24 this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or
25 securities laws, or to any crime of violence.

26 15. The United States agrees that when Defendant travels to the United States for
27 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for
28 meetings with counsel in preparation therefor, the United States will take no action, based upon

1 any Relevant Offense, to subject Defendant to arrest, detention, or service of process, or to
2 prevent Defendant from departing the United States. This paragraph does not apply to
3 Defendant's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C. §
4 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §
5 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C. §§ 401 - 402)
6 in connection with any testimony or information provided or requested in any Federal
7 Proceeding.

8 16. (a) Subject to the full and continuing cooperation of the Defendant,
9 as described in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of
10 the Defendant's guilty plea and imposition of sentence in this case, the United States
11 agrees not to seek to remove the Defendant from the United States under Sections 238
12 and 240 of the Immigration and Nationality Act, 8 U.S.C. §§ 1228 and 1229a, based
13 upon the Defendant's guilty plea and conviction in this case, should the Defendant apply
14 for or obtain admission to the United States as a nonimmigrant (hereinafter referred to as
15 the "agreement not to seek to remove the Defendant"). The agreement not to seek to
16 remove the Defendant is the equivalent of an agreement not to exclude the Defendant
17 from admission to the United States as a nonimmigrant or to deport the Defendant from
18 the United States. (Immigration and Nationality Act § 240(e)(2), 8 U.S.C. §
19 1229a(e)(2)).

20 (b) The Antitrust Division of the United States Department of Justice has
21 consulted with United States Immigration and Customs Enforcement ("ICE") on behalf
22 of the United States Department of Homeland Security ("DHS"). ICE, on behalf of DHS
23 and in consultation with the United States Department of State, has agreed to the
24 inclusion in this Plea Agreement of this agreement not to seek to remove the Defendant.
25 The Secretary of DHS has delegated to ICE the authority to enter this agreement on
26 behalf of DHS.

27 (c) So that the Defendant will be able to obtain any nonimmigrant
28 visa that he may need to travel to the United States, DHS and the Visa Office, United

1 States Department of State, have concurred in the granting of a nonimmigrant waiver of
2 the Defendant's inadmissibility. This waiver will remain in effect so long as this
3 agreement not to seek to remove the Defendant remains in effect. While the waiver
4 remains in effect, the Department of State will not deny the Defendant's application for a
5 nonimmigrant visa on the basis of the Defendant's guilty plea and conviction in this
6 case, and DHS will not deny his application for admission as a nonimmigrant on the
7 basis of his guilty plea and conviction in this case.

8 (d) This agreement not to seek to remove the Defendant will remain
9 in effect so long as the Defendant:

10 (i) acts and has acted consistently with his cooperation
11 obligations under this Plea Agreement;

12 (ii) is not convicted of any felony under the laws of the United
13 States or any state, other than the conviction resulting from the Defendant's
14 guilty plea under this Plea Agreement or any conviction under the laws of any
15 state resulting from conduct constituting an offense subject to this Plea
16 Agreement; and

17 (iii) does not engage in any other conduct that would warrant
18 his removal from the United States under the Immigration and Nationality Act.

19 The Defendant understands that should the Antitrust Division become aware that the
20 Defendant has violated any of these conditions, the Antitrust Division will notify DHS.
21 DHS will then determine, in consultation with the Antitrust Division, whether to rescind
22 this agreement not to seek to remove the Defendant.

23 (e) The Defendant agrees to notify the Assistant Attorney General
24 of the Antitrust Division should the Defendant be convicted of any other felony under
25 the laws of the United States or of any state.

26 (f) Should the United States rescind this agreement not to seek to remove the
27 Defendant because of the Defendant's violation of a condition of this Plea Agreement,
28 the Defendant irrevocably waives his right to contest his removal from the United States

1 under the Immigration and Nationality Act on the basis of his guilty plea and conviction
2 in this case, but retains his right to notice of removal proceedings.

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

11 **REPRESENTATION BY COUNSEL**

12 18. Defendant has reviewed all legal and factual aspects of this case with his attorney
13 and is fully satisfied with his attorney's legal representation. Defendant has thoroughly
14 reviewed this Plea Agreement with his attorney and has received satisfactory explanations from
15 his attorney concerning each paragraph of this Plea Agreement and alternatives available to
16 Defendant other than entering into this Plea Agreement. After conferring with his attorney and
17 considering all available alternatives, Defendant has made a knowing and voluntary decision to
18 enter into this Plea Agreement.

19 **VOLUNTARY PLEA**

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

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1 VIOLATION OF PLEA AGREEMENT

2 20. Defendant agrees that, should the United States determine in good faith, during the
3 period that any Federal Proceeding is pending, that Defendant has failed to provide full and
4 truthful cooperation, as described in Paragraph 13 of this Plea Agreement, or has otherwise
5 violated any provision of this Plea Agreement, the United States will notify Defendant or his
6 counsel in writing by personal or overnight delivery or facsimile transmission and may also
7 notify his counsel by telephone of its intention to void any of its obligations under this Plea
8 Agreement (except its obligations under this paragraph), and Defendant shall be subject to
9 prosecution for any federal crime of which the United States has knowledge including, but not
10 limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement.
11 Defendant may seek Court review of any determination made by the United States under this
12 Paragraph to void any of its obligations under the Plea Agreement. Defendant agrees that, in the
13 event that the United States is released from its obligations under this Plea Agreement and
14 brings criminal charges against Defendant for any Relevant Offense, the statute of limitations
15 period for such offense will be tolled for the period between the date of the signing of this Plea
16 Agreement and six (6) months after the date the United States gave notice of its intent to void its
17 obligations under this Plea Agreement.

18 21. Defendant understands and agrees that in any further prosecution
19 of him resulting from the release of the United States from its obligations under this Plea
20 Agreement based on Defendant's violation of the Plea Agreement, any documents, statements,
21 information, testimony, or evidence provided by him to attorneys or agents of the United States,
22 federal grand juries, or courts, and any leads derived therefrom, may be used against him in any
23 such further prosecution. In addition, Defendant unconditionally waives his right to challenge
24 the use of such evidence in any such further prosecution, notwithstanding the protections of Fed.
25 R. Evid. 410.

26 22. Defendant agrees to and adopts as his own the factual statement contained in
27 Paragraph 4 above. In the event that Defendant breaches the Plea Agreement, Defendant agrees
28 that the Plea Agreement, including the factual statement contained in Paragraph 4 above,

1 provides a sufficient basis for any possible future extradition request that may be made for his
2 return to the United States to face charges either in the Indictment referenced in Paragraph 2 of
3 this Plea Agreement or in any related indictment. Defendant further agrees not to oppose or
4 contest any request for extradition by the United States to face charges either in the Indictment
5 referenced in Paragraph 2 of this Plea Agreement or in any related indictment.

6 **ENTIRETY OF AGREEMENT**

7 23. This Plea Agreement and the Il Ung Kim Cooperation Agreement, filed separately
8 with the Court, constitute the entire agreement between the United States and Defendant
9 concerning the disposition of the criminal charge in this case. This Plea Agreement cannot be
10 modified except in writing, signed by the United States and Defendant.

11 24. The undersigned attorneys for the United States have been authorized by the
12 Attorney General of the United States to enter this Plea Agreement on behalf of the United
13 States.

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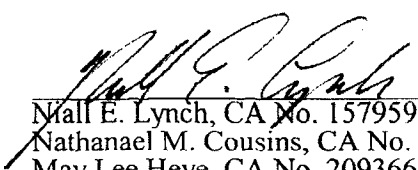
1 25. A facsimile signature shall be deemed an original signature for the purpose of
2 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
3 executing this Plea Agreement.

4
5 DATED: May 1, 2007

Respectfully submitted,

6 BY:

7
8 _____
9 Il Ung Kim
10 Defendant


11 _____
12 Nathanael M. Cousins, CA No. 177944
13 May Lee Heye, CA No. 209366
14 Brigid S. Martin, CA No. 231705
15 Charles P. Reichmann, CA No. 206699
16 E. Kate Patchen, N.Y. Reg. 41204634
17 Trial Attorneys
18 U.S. Department of Justice
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21 Box 36046, Rm. 10-0101
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23 Tel: 415/436-6660
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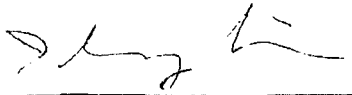
11 _____
12 Counsel for Defendant
13 Lawrence A. Callaghan, Esq., CA No. 53258
14 Tucker, Ellis & West LLP
15 One Market Street
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17 San Francisco, CA 94105
18 Tel: 415/617-2400
19 Fax: 415/617-2409

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DATED: May 1, 2007

Respectfully submitted,

BY: 

Il Ung Kim
Defendant

Counsel for Defendant
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1 25. A facsimile signature shall be deemed an original signature for the purpose of
2 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
3 executing this Plea Agreement.

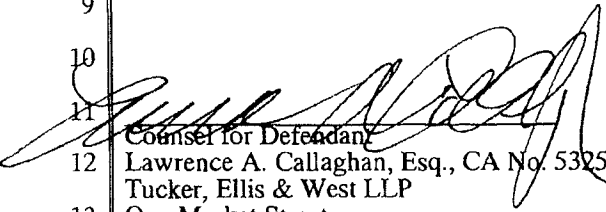
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5 DATED: May 1, 2007

Respectfully submitted,

6 BY:

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