

**FILED**

**MAY 22 2009**

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

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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 09-0247 SI

13 v.

14 HITACHI DISPLAYS LTD., )

15 Defendant. )  
16

17 **PLEA AGREEMENT**

18  
19 The United States of America and HITACHI DISPLAYS LTD. ("defendant"), a  
20 corporation organized and existing under the laws of Japan, hereby enter into the following Plea  
21 Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R.  
22 Crim. P.):

23 **RIGHTS OF DEFENDANT**

- 24 1. The defendant understands its rights:  
25 (a) to be represented by an attorney;  
26 (b) to be charged by Indictment;  
27 (c) as a corporation organized and existing under the laws of Japan to decline  
28 to accept service of the Summons in this case, and to contest the jurisdiction of the United

1 States to prosecute this case against it in the United States District Court for the Northern  
2 District of California;

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

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

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

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

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

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

13 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph  
14 1(b)-(g) above, including all jurisdictional defenses to the prosecution of this case, and agrees  
15 voluntarily to consent to the jurisdiction of the United States to prosecute this case against it in  
16 the United States District Court for the Northern District of California. The defendant also  
17 knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any  
18 other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742, that  
19 challenges the sentence imposed by the Court if that sentence is consistent with or below the  
20 recommended sentence in Paragraph 8 of this Plea Agreement, regardless of how the sentence  
21 is determined by the Court. This agreement does not affect the rights or obligations of the  
22 United States as set forth in 18 U.S.C. § 3742(b) and (c). Nothing in this paragraph, however,  
23 shall act as a bar to the defendant perfecting any legal remedies it may otherwise have on  
24 appeal or collateral attack respecting claims of ineffective assistance of counsel or  
25 prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive  
26 indictment and plead guilty at arraignment to a one-count Information to be filed in the United  
27 States District Court for the Northern District of California. The Information will charge the  
28 defendant with participating in a conspiracy to suppress and eliminate competition by fixing

1 the prices of thin-film transistor liquid crystal display panels (“TFT-LCD”) sold to Dell Inc.  
2 or its subsidiaries (“Dell”) for use in desktop monitors and notebook computers, from on or  
3 about April 1, 2001 to on or about March 31, 2004, in violation of the Sherman Antitrust Act,  
4 15 U.S.C. § 1.

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

8 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

11 (a) For purposes of this Plea Agreement, the “relevant period” is that period  
12 from on or about April 1, 2001 to on or about March 31, 2004. During the relevant period,  
13 Hitachi Displays Ltd. (“Hitachi”) was a corporation organized and existing under the laws of  
14 Japan. Prior to 2002, the defendant was a division of Hitachi Ltd. The defendant has its  
15 headquarters and principal place of business in Chiba, Japan. During the relevant period, the  
16 defendant was a producer of TFT-LCD, was engaged in the sale of TFT-LCD in the United  
17 States and elsewhere, and employed between 1,000 and 5,000 individuals.

18 (b) TFT-LCD are glass panels composed of an array of tiny pixels that are  
19 electronically manipulated in order to display images. TFT-LCD are manufactured in a broad  
20 range of sizes and specifications for use in televisions, notebook computers, desktop monitors,  
21 mobile devices, and other applications.

22 (c) From on or about April 1, 2001 to on or about March 31, 2004, the  
23 defendant, through its officers and employees, participated in a conspiracy with other major  
24 TFT-LCD producers, the primary purpose of which was to fix the price of TFT-LCD sold to  
25 Dell for use in notebook computers. In furtherance of the conspiracy, the defendant, through its  
26 officers and employees, engaged in telephone discussions and attended bilateral meetings with  
27 representatives of other major TFT-LCD producers. During these discussions and meetings,  
28 agreements were reached to fix the price of TFT-LCD sold to Dell for use in notebook

1 computers.

2 (d) During the relevant period, TFT-LCD sold by one or more of the  
3 conspirator firms, and equipment and supplies necessary to the production and distribution of  
4 TFT-LCD, as well as payments for TFT-LCD, traveled in interstate and foreign trade and  
5 commerce. The business activities of the defendant and its coconspirators in connection with  
6 the production and sale of TFT-LCD affected by this conspiracy were within the flow of, and  
7 substantially affected, interstate and foreign trade and commerce.

8 (e) Acts in furtherance of this conspiracy were carried out within the  
9 Northern District of California. TFT-LCD affected by this conspiracy were sold by one or  
10 more of the conspirators to customers in this District.

11 **POSSIBLE MAXIMUM SENTENCE**

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

15 (a) \$10 million (18 U.S.C. § 1);

16 (b) twice the gross pecuniary gain the conspirators derived from the crime  
17 (18 U.S.C. § 3571(c) and (d)); or

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

20 6. In addition, the defendant understands that:

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

23 (b) pursuant to § 8B1.1 of the United States Sentencing Guidelines  
24 (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) or 18 U.S.C. § 3563(b)(2) or  
25 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and

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

28 //

**SENTENCING GUIDELINES**

1  
2           7.       The defendant understands that the Sentencing Guidelines are advisory, not  
3 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,  
4 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing  
5 sentence. The defendant understands that the Guidelines determinations will be made by the  
6 Court by a preponderance-of-the-evidence standard. The defendant understands that although  
7 the Court is not ultimately bound to impose a sentence within the applicable Guidelines range,  
8 its sentence must be reasonable based upon consideration of all relevant sentencing factors set  
9 forth in 18 U.S.C. § 3553(a). Under U.S.S.G. § 1B1.8, the United States agrees that self-  
10 incriminating information that the defendant provides to the United States under this Plea  
11 Agreement will not be used to increase the volume of affected commerce attributable to the  
12 defendant or in determining the defendant's applicable Guidelines range, except to the extent  
13 provided in U.S.S.G. § 1B1.8(b).

**SENTENCING AGREEMENT**

14  
15           8.       Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant  
16 agree that the appropriate disposition of this case is, and agree to recommend jointly that the  
17 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of  
18 \$31 million, pursuant to 18 U.S.C. § 3571(d) ("the recommended sentence"), payable in full  
19 before the fifteenth (15th) day after the date of judgment. The parties agree that there exists no  
20 aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into  
21 consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines  
22 justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or support  
23 any sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that  
24 is not set forth in this Plea Agreement. The parties further agree that the recommended  
25 sentence set forth in this Plea Agreement is reasonable.

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

1 (b) Both parties will recommend that no term of probation be imposed, but  
2 the defendant understands that the Court's denial of this request will not void this Plea  
3 Agreement.

4 (c) The United States and the defendant jointly submit that this Plea  
5 Agreement, together with the record that will be created by the United States and the  
6 defendant at the plea and sentencing hearings, and the further disclosure described in  
7 Paragraph 10, will provide sufficient information concerning the defendant, the crime  
8 charged in this case, and the defendant's role in the crime to enable the meaningful  
9 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United  
10 States and the defendant agree to request jointly that the Court accept the defendant's  
11 guilty plea and impose sentence on an expedited schedule as early as the date of  
12 arraignment, based upon the record provided by the defendant and the United States,  
13 under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule  
14 32-1(b) of the U.S.D.C. N.D. California Criminal Local Rules. The Court's denial of  
15 the request to impose sentence on an expedited schedule will not void this Plea  
16 Agreement.

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

26 10. Subject to the ongoing, full, and truthful cooperation of the defendant described  
27 in Paragraph 13 of this Plea Agreement, and before sentencing in the case, the United States  
28 will fully advise the Court and the Probation Office of the fact, manner, and extent of the

1 defendant's cooperation and its commitment to prospective cooperation with the United States'  
2 investigation and prosecutions, all material facts relating to the defendant's involvement in the  
3 charged offense, and all other relevant conduct.

4 11. The United States and the defendant understand that the Court retains complete  
5 discretion to accept or reject the recommended sentence provided for in Paragraph 8 of this  
6 Plea Agreement.

7 (a) If the Court does not accept the recommended sentence, the United  
8 States and the defendant agree that this Plea Agreement, except for Paragraph 11(b)  
9 below, shall be rendered void.

10 (b) If the Court does not accept the recommended sentence, the defendant  
11 will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the  
12 defendant withdraws its plea of guilty, this Plea Agreement, the guilty plea, and any  
13 statement made in the course of any proceedings under Fed. R. Crim. P. 11 regarding  
14 the guilty plea or this Plea Agreement or made in the course of plea discussions with an  
15 attorney for the government shall not be admissible against the defendant in any  
16 criminal or civil proceeding, except as otherwise provided in Fed. R. Evid. 410. In  
17 addition, the defendant agrees that, if it withdraws its guilty plea pursuant to this  
18 subparagraph of the Plea Agreement, the statute of limitations period for any offense  
19 referred to in Paragraph 15 of this Plea Agreement will be tolled for the period  
20 between the date of the signing of the Plea Agreement and the date the defendant  
21 withdrew its guilty plea or for a period of sixty (60) days after the date of the signing of  
22 the Plea Agreement, whichever period is greater.

23 12. In light of the civil class action cases filed against the defendant, including *In re*  
24 *TFT-LCD (Flat Panel) Antitrust Litigation*, No. M:07-1827 SI, MDL No. 1827, in the United  
25 States District Court, Northern District of California, which potentially provide for a recovery  
26 of a multiple of actual damages, the United States agrees that it will not seek a restitution order  
27 for the offense charged in the Information.

**DEFENDANT'S COOPERATION**

1  
2 13. The defendant, Hitachi Displays Ltd., Hitachi Ltd., and any Hitachi Ltd.  
3 subsidiary engaged in the sale or production of TFT-LCD (collectively, "related entities") will  
4 cooperate fully and truthfully with the United States in the prosecution of this case, the conduct  
5 of the current federal investigation of violations of federal antitrust and related criminal laws  
6 involving the manufacture or sale of TFT-LCD in the United States and elsewhere, and any  
7 litigation or other proceedings arising or resulting from any such investigation to which the  
8 United States is a party ("Federal Proceeding"). The ongoing, full, and truthful cooperation of  
9 the defendant shall include, but not be limited to:

10 (a) producing to the United States all non-privileged documents,  
11 information, and other materials, wherever located, in the possession, custody, or  
12 control of the defendant or any of its related entities, requested by the United States in  
13 connection with any Federal Proceeding; and

14 (b) using its best efforts to secure the ongoing, full, and truthful  
15 cooperation, as defined in Paragraph 14 of this Plea Agreement, of the current and  
16 former directors, officers, and employees of the defendant or any of its related entities,  
17 as may be requested by the United States – but excluding Hajime Wakabayashi and  
18 Sakae Someya – including making these persons available in the United States and at  
19 other mutually agreed-upon locations, at the defendant's expense, for interviews and  
20 the provision of testimony in grand jury, trial, and other judicial proceedings in  
21 connection with any Federal Proceeding.

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

25 (a) producing in the United States and at other mutually agreed-upon  
26 locations all non-privileged documents, including claimed personal documents, and  
27 other materials, wherever located, requested by attorneys and agents of the United  
28 States;



1 (b) making himself or herself available for interviews in the United States  
2 and at other mutually agreed-upon locations, not at the expense of the United States,  
3 upon the request of attorneys and agents of the United States;

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

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

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

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

#### 23 GOVERNMENT'S AGREEMENT

24 15. Upon acceptance of the guilty plea called for by this Plea Agreement and the  
25 imposition of the recommended sentence, and subject to the cooperation requirements of  
26 Paragraph 13 of this Plea Agreement, the United States agrees that it will not bring further  
27 criminal charges against the defendant or any of its related entities for any act or offense  
28 committed before the date of this Plea Agreement that was undertaken in furtherance of an

1 antitrust conspiracy involving the manufacture or sale of TFT-LCD in the United States and  
2 elsewhere. The nonprosecution terms of this paragraph do not apply to civil matters of any  
3 kind, to any violation of the federal tax or securities laws, or to any crime of violence.

4 16. The United States agrees to the following:

5 (a) Upon the Court's acceptance of the guilty plea called for by this Plea  
6 Agreement and the imposition of the recommended sentence and subject to the  
7 exceptions noted in Paragraph 16(c), the United States will not bring criminal charges  
8 against any current or former director, officer, or employee of the defendant or its  
9 related entities for any act or offense committed before the date of this Plea Agreement  
10 and while that person was acting as a director, officer, or employee of the defendant or  
11 its related entities that was undertaken in furtherance of an antitrust conspiracy  
12 involving the manufacture or sale of TFT-LCD in the United States and elsewhere  
13 ("Relevant Offense"), except that the protections granted in this paragraph shall not  
14 apply to Hajime Wakabayashi and Sakae Someya.

15 (b) Should the United States determine that any current or former director,  
16 officer, or employee of the defendant or its 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 defendant) or,  
20 if the individual is not known by the United States to be represented, to the undersigned  
21 counsel for the defendant.

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 indirectly

1 derived from that information, may not be used against that person in a criminal case,  
2 except in a prosecution for perjury (18 U.S.C. § 1621), making a false statement or  
3 declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18 U.S.C. § 1503, *et*  
4 *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 matters  
11 of any kind, to any violation of the federal tax or securities laws, or to any crime of  
12 violence.

13 (g) Documents provided under Paragraphs 13(a) and 14(a) shall be deemed  
14 responsive to outstanding grand jury subpoenas issued to the defendant or any of its  
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. §§ 401-402)  
24 in connection with any testimony or information provided or requested in any Federal  
25 Proceeding.

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

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

6 **REPRESENTATION BY COUNSEL**

7 19. The defendant has been represented by counsel and is fully satisfied that its  
8 attorneys have provided competent legal representation. The defendant has thoroughly  
9 reviewed this Plea Agreement and acknowledges that counsel has advised it 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 defendant's 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 defendant 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 defendant agrees that, should the United States determine in good faith,  
19 during the period that any Federal Proceeding is pending, that the defendant or any of its  
20 related entities have failed to provide full and truthful cooperation, as described in Paragraph  
21 13 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the  
22 United States will notify counsel for the defendant in writing by personal or overnight delivery  
23 or facsimile transmission, and may also notify counsel by telephone, of its intention to void any  
24 of its obligations under this Plea Agreement (except its obligations under this paragraph), and  
25 the defendant and its related entities shall be subject to prosecution for any federal crime of  
26 which the United States has knowledge, including, but not limited to, the substantive offenses  
27 relating to the investigation resulting in this Plea Agreement. The defendant may seek Court  
28 review of any determination made by the United States under this Paragraph to void any of its

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

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

17 **ENTIRETY OF AGREEMENT**

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

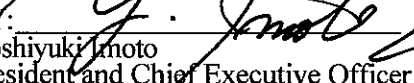
22 24. The undersigned is authorized to enter this Plea Agreement on behalf of the  
23 defendant as evidenced by the Resolution of the Board of Directors of the defendant, attached  
24 to, and incorporated by reference in, this Plea Agreement.

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

28 26. A facsimile signature shall be deemed an original signature for the purpose of

1 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of  
2 executing this Plea Agreement.

3  
4 AGREED


5 BY:   
6 Yoshiyuki Inoto  
7 President and Chief Executive Officer  
8 Hitachi Displays Ltd.  
3300, Hayano, Mobara-shi  
Chiba-ken, 297-8622, Japan

9 DATED: ~~March 21~~, 2009

10 BY: \_\_\_\_\_  
11 John H. Heman  
12 Lisa Tenorio-Kutzkey  
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16 Counsel for Hitachi Displays Ltd.

17 DATED: ~~March 21~~, 2009  
18 May 22,

BY:   
Niall E. Lynch, CA No. 157959  
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DATED: ~~March 21~~, 2009  
man