

E-Filing

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12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 UNITED STATES OF AMERICA )  
16 )  
17 v. )  
18 JUI HUNG "SAM" WU, )  
19 Defendant. )  
\_\_\_\_\_ )

Case No. CR 10-0781 SI

20 **PLEA AGREEMENT**

21 The United States of America and Jui Hung "Sam" Wu ("defendant") hereby enter into  
22 the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal  
23 Procedure ("Fed. R. Crim. P.):

24 **RIGHTS OF DEFENDANT**

- 25 1. The defendant understands his rights:  
26 (a) to be represented by an attorney;  
27 (b) to be charged by Indictment;

10

1 (c) as a permanent resident of Taiwan and holder of a Taiwan passport, to  
2 decline to accept service of the Summons in this case, and to contest the jurisdiction of  
3 the United States to prosecute this case against him in the United States District Court for  
4 the Northern District of California;

5 (d) to plead not guilty to any criminal charge brought against him;

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

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

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

12 (h) to appeal his conviction, if he is found guilty; and

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

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

16 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph  
17 1(b)-(h) above, including all jurisdictional defenses to the prosecution of this case, and agrees  
18 voluntarily to consent to the jurisdiction of the United States to prosecute this case against him in  
19 the United States District Court for the Northern District of California. The defendant also  
20 knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other  
21 writ or motion, including, but not limited to, an appeal under 18 U.S.C. § 3742 or a motion under  
22 28 U.S.C. § 2241 or 2255, that challenges the sentence imposed by the Court if that sentence is  
23 consistent with or below the recommended sentence in Paragraph 8 of this Plea Agreement,  
24 regardless of how the sentence is determined by the Court. This agreement does not affect the  
25 rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c). Nothing in  
26 this paragraph, however, shall act as a bar to the defendant perfecting any legal remedies he may  
27 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of  
28 counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive

1 indictment and plead guilty at arraignment to a one-count Information to be filed in the United  
2 States District Court for the Northern District of California. The Information will charge the  
3 defendant with participating in a conspiracy to suppress and eliminate competition by fixing the  
4 prices of certain thin-film transistor liquid crystal display panels ("TFT-LCD") sold in the United  
5 States and elsewhere, from on or about September 21, 2001, to on or about January 31, 2006, in  
6 violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

7 3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty to  
8 the criminal charge described in Paragraph 2 above and will make a factual admission of guilt to  
9 the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4, below. The United  
10 States agrees that, at the arraignment, it will stipulate to the release of the defendant on his  
11 personal recognizance, pursuant to 18 U.S.C. § 3142, pending the sentencing hearing in this case.

12 **FACTUAL BASIS FOR OFFENSE CHARGED**

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

15 (a) For purposes of this Plea Agreement, the "relevant period" is  
16 that period from on or about September 21, 2001, to on or about January 31, 2006.  
17 During portions of the relevant period, the defendant held the position of Executive  
18 Director for Global Sales & Marketing at HannStar Display Corporation ("HannStar"), a  
19 corporation organized and existing under the laws of Taiwan, with its principal place of  
20 business in Taipei, Taiwan. During the relevant period, HannStar was a producer of TFT-  
21 LCD and sold computer notebook and monitor TFT-LCD into various markets, including  
22 the United States. TFT-LCD are glass panels composed of an array of tiny pixels that are  
23 electronically manipulated in order to display images. TFT-LCD are manufactured by  
24 various producers in a broad range of sizes and specifications for use in televisions,  
25 notebook computers, desktop monitors, mobile devices, and other applications.

26 (b) During portions of the relevant period, the defendant participated in a  
27 conspiracy with other persons and entities engaged in the manufacture and sale of TFT-  
28 LCD, the primary purpose of which was to fix the price of certain TFT-LCD sold in the

1 United States and elsewhere. In furtherance of the conspiracy, the defendant engaged in  
2 conversations and attended meetings, including group meetings commonly referred to by  
3 some of the participants as “crystal meetings,” with representatives of other TFT-LCD  
4 producing firms. During such meetings and conversations, agreements were reached to  
5 fix the price of certain TFT-LCD to be sold in the United States and elsewhere.

6 (c) During the relevant period, TFT-LCD sold by one or more of the  
7 conspirator firms, and equipment and supplies used in the production and distribution of  
8 TFT-LCD, as well as payments for TFT-LCD, traveled in interstate and foreign  
9 commerce. Certain of the business activities of HannStar and coconspirators in  
10 connection with the production and sale of TFT-LCD that were the subjects of the  
11 conspiracy were within the flow of, and substantially affected, interstate and foreign trade  
12 and commerce.

13 (d) Acts in furtherance of this conspiracy were carried out within the  
14 Northern District of California. TFT-LCD that were the subjects of the conspiracy were  
15 sold by one or more of the conspirators to customers in this District.

#### 16 **POSSIBLE MAXIMUM SENTENCE**

17 5. The defendant understands that the statutory maximum penalty which may be  
18 imposed against him upon conviction for a violation of Section One of the Sherman Antitrust Act  
19 is:

20 (a) a term of imprisonment for ten (10) years (15 U.S.C. § 1);

21 (b) a fine in an amount equal to the greatest of (1) \$1 million, (2) twice the  
22 gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross  
23 pecuniary loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18  
24 U.S.C. § 3571(b) and (d)); and

25 (c) a term of supervised release of three (3) years following any term of  
26 imprisonment. If the defendant violates any condition of supervised release, the  
27 defendant could be imprisoned for up to two (2) years (18 U.S.C. § 3559(a)(3); 18 U.S.C.  
28

1 § 3583(b)(2) and (e)(3); and United States Sentencing Guidelines (“U.S.S.G.,”  
2 “Sentencing Guidelines,” or “Guidelines”) § 5D1.2(a)(2)).

3 6. In addition, the defendant understands that:

4 (a) pursuant to U.S.S.G. § 5E1.1 or 18 U.S.C. § 3663(a)(3) or 3583(d), the  
5 Court may order him to pay restitution to the victims of the offense; and

6 (b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order the  
7 defendant to pay a \$100.00 special assessment upon conviction for the charged crime.

8 **SENTENCING GUIDELINES**

9 7. The defendant understands that the Sentencing Guidelines are advisory, not  
10 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,  
11 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing  
12 sentence. The defendant understands that the Guidelines determinations will be made by the  
13 Court by a preponderance-of-the-evidence standard. The defendant understands that, although  
14 the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its  
15 sentence must be reasonable, based upon consideration of all relevant sentencing factors set forth  
16 in 18 U.S.C. § 3553(a).

17 **SENTENCING AGREEMENT**

18 8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant  
19 agree that the appropriate disposition of this case is, and agree to recommend jointly that the  
20 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of  
21 \$20,000 payable in full before the thirtieth (30<sup>th</sup>) day after the date of judgment, with interest  
22 accruing under 18 U.S.C. § 3612(f)(1)-(2); a period of imprisonment of two hundred and ten  
23 (210) days; no order of restitution; and no period of supervised release (“the recommended  
24 sentence”). The defendant agrees that he will not request that he be allowed to serve any part of  
25 his sentence in home detention, intermittent confinement, or community confinement. The  
26 United States will not object to the defendant’s request that the Court make a recommendation to  
27 the Bureau of Prisons that the Bureau of Prisons designate that the defendant be assigned to a  
28 Federal Minimum Security Camp, specifically to the Federal Minimum Security Camp at Taft,

1 California, to serve his sentence and that the defendant be released following the imposition of  
2 sentence to allow him to self-surrender to the assigned prison facility on a specified date. The  
3 parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree,  
4 not adequately taken into consideration by the U.S. Sentencing Commission in formulating the  
5 Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not  
6 to seek or support any sentence other than the recommended sentence set forth in Paragraph 8.  
7 The parties further agree that the recommended sentence set forth in this Plea Agreement is  
8 reasonable. The defendant understands that the Court will order him to pay a \$100 special  
9 assessment pursuant to 18 U.S.C. § 3013(a)(2)(A) in addition to any fine imposed.

10 9. The United States and the defendant agree that the defendant should not be  
11 ordered to pay restitution in light of the civil cases filed against the defendant's former  
12 employer, HannStar, including *In re TFT-LCD (Flat Panel) Antitrust Litigation, No. 3:07-md-*  
13 *01827 SI* in the United States District Court, Northern District of California, which potentially  
14 provide for a recovery of a multiple of actual damages and the opportunity for potential victims  
15 to pursue damages through nonclass claims in the multidistrict litigation and other proceedings.

16 10. The United States and the defendant agree that the applicable Guidelines fine and  
17 imprisonment ranges exceed the fine and term of imprisonment contained in the recommended  
18 sentence set out in Paragraph 8 above. Subject to the full and continuing cooperation of the  
19 defendant, as described in Paragraph 13 of this Plea Agreement, and prior to sentencing in this  
20 case, the United States agrees that it will make a motion, pursuant to U.S.S.G. § 5K1.1, for a  
21 downward departure from the Guidelines fine and imprisonment range in this case and will  
22 request that the Court impose the fine and term of imprisonment contained in the recommended  
23 sentence set out in Paragraph 8 of this Plea Agreement because of the defendant's substantial  
24 assistance in the government's investigation and prosecutions of violations of federal criminal  
25 law in the TFT-LCD industry.

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



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

4 12. 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 Plea  
6 Agreement.

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

12 (b) If the Court does not accept the recommended sentence, the defendant will  
13 be free to withdraw his guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the defendant  
14 withdraws his plea of guilty, this Plea Agreement, the guilty plea, and any statement made  
15 in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty plea or  
16 this Plea Agreement or made in the course of plea discussions with an attorney for the  
17 government shall not be admissible against the defendant in any criminal or civil  
18 proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, the defendant  
19 agrees that, if he withdraws his guilty plea pursuant to this subparagraph of the Plea  
20 Agreement, the statute of limitations period for any Relevant Offense, as defined in  
21 Paragraph 14 below, will be tolled for the period between the date of the signing of the  
22 Plea Agreement and the date the defendant withdrew his guilty plea, or for a period of  
23 sixty (60) days after the date of the signing of the Plea Agreement, whichever period is  
24 greater. For a period of three (3) consecutive days following such a withdrawal of the  
25 guilty plea under this subparagraph, the United States shall take no action, based upon  
26 either a Relevant Offense or any actual or alleged violation of the Plea Agreement, to  
27 revoke the defendant's release on his personal recognizance, to subject the defendant to  
28

1 service of process, arrest, or detention, or to prevent the defendant from departing the  
2 United States.

3  
4 **DEFENDANT'S COOPERATION**

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

12 (a) producing in the United States and at other mutually agreed-upon  
13 locations all nonprivileged documents, including claimed personal documents, and other  
14 materials, wherever located, in the possession, custody, or control of the defendant,  
15 requested by attorneys and agents of the United States in connection with any Federal  
16 Proceeding;

17 (b) making himself available for interviews in the United States and at other  
18 mutually agreed-upon locations, not at the expense of the United States, upon the request  
19 of attorneys and agents of the United States in connection with any Federal Proceeding;

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

24 (d) otherwise voluntarily providing the United States with any  
25 nonprivileged material or information, not requested in (a) - (c) of this paragraph, that he  
26 may have that is related to any Federal Proceeding; and

27 (e) when called upon to do so by the United States in connection with any  
28 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the



1 United States fully, truthfully, and under oath, subject to the penalties of perjury (18  
2 U.S.C. § 1621), making false statements or declarations in grand jury or court  
3 proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401 - 402), and obstruction of  
4 justice (18 U.S.C. § 1503, *et seq.*).

5 **GOVERNMENT'S AGREEMENT**

6 14. Subject to the full, truthful, and continuing cooperation of the defendant, as  
7 described in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of the guilty  
8 plea called for by this Plea Agreement and the imposition of the recommended sentence, the  
9 United States will not bring further criminal charges against the defendant for any act or offense  
10 committed before the date of this Plea Agreement that was undertaken in furtherance of an  
11 antitrust conspiracy involving the manufacture or sale of TFT-LCD or undertaken in connection  
12 with any investigation of such a conspiracy ("Relevant Offense"). The nonprosecution terms of  
13 this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or  
14 securities laws, or to any crime of violence.

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

24 16. (a) Subject to the full and continuing cooperation of the defendant,  
25 as described in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of  
26 the defendant's guilty plea and imposition of sentence in this case, the United States  
27 agrees not to seek to remove the defendant from the United States under Sections 238 and  
28 240 of the Immigration and Nationality Act, 8 U.S.C. §§ 1228 and 1229a, based upon the

1 defendant's guilty plea and conviction in this case, should the defendant apply for or  
2 obtain admission to the United States as a nonimmigrant (hereinafter referred to as the  
3 "agreement not to seek to remove the defendant"). The agreement not to seek to remove  
4 the defendant is the equivalent of an agreement not to exclude the defendant from  
5 admission to the United States as a nonimmigrant or to deport the defendant from the  
6 United States. (Immigration and Nationality Act, § 240(e)(2), 8 U.S.C. § 1229a(e)(2)).

7 (b) The Antitrust Division of the United States Department of  
8 Justice has consulted with United States Immigration and Customs Enforcement ("ICE")  
9 on behalf of the United States Department of Homeland Security ("DHS"). ICE, on  
10 behalf of DHS and in consultation with the United States Department of State, has agreed  
11 to the inclusion in this Plea Agreement of this agreement not to seek to remove the  
12 defendant. The Secretary of DHS has delegated to ICE the authority to enter this  
13 agreement on behalf of DHS.

14 (c) So that the defendant will be able to obtain any nonimmigrant  
15 visa that he may need to travel to the United States, DHS and the Visa Office, United  
16 States Department of State, have concurred in the granting of a nonimmigrant waiver of  
17 the defendant's inadmissibility. This waiver will remain in effect so long as this  
18 agreement not to seek to remove the defendant remains in effect. While the waiver  
19 remains in effect, the Department of State will not deny the defendant's application for a  
20 nonimmigrant visa on the basis of the defendant's guilty plea and conviction in this case,  
21 and DHS will not deny his application for admission as a nonimmigrant on the basis of  
22 his guilty plea and conviction in this case. This nonimmigrant waiver only applies to  
23 applications for entry as a nonimmigrant. DHS does not agree to waive any grounds of  
24 removability on an application for an immigrant visa.

25 (d) This agreement not to seek to remove the defendant will remain  
26 in effect so long as the defendant:

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

1 (ii) is not convicted of any felony under the laws of the United  
2 States or any state, other than the conviction resulting from the defendant's guilty  
3 plea under this Plea Agreement or any conviction under the laws of any state  
4 resulting from conduct constituting an offense subject to this Plea Agreement; and

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

7 The defendant understands that, should the Antitrust Division become aware that  
8 the defendant has violated any of these conditions, the Antitrust Division will  
9 notify DHS. DHS will then determine, in consultation with the Antitrust  
10 Division, whether to rescind this agreement not to seek to remove the defendant.

11 (e) The defendant agrees to notify the Assistant Attorney General  
12 of the Antitrust Division should the defendant be convicted of any other felony under the  
13 laws of the United States or of any state.

14 (f) Should the United States rescind this agreement not to seek to  
15 remove the defendant because of the defendant's violation of a condition of this Plea  
16 Agreement, the defendant irrevocably waives his right to contest his removal from the  
17 United States under the Immigration and Nationality Act on the basis of his guilty plea  
18 and conviction in this case, but retains his right to notice of removal proceedings.

19 17. The defendant understands that he may be subject to administrative  
20 action by federal or state agencies other than the United States Department of Justice, Antitrust  
21 Division, based upon the conviction resulting from this Plea Agreement, and that this Plea  
22 Agreement in no way controls whatever action, if any, other agencies may take. However, the  
23 United States agrees that, if requested, it will advise the appropriate officials of any governmental  
24 agency considering such administrative action of the fact, manner, and extent of the cooperation  
25 of the defendant as a matter for that agency to consider before determining what administrative  
26 action, if any, to take. In addition, if any foreign government initiates any enforcement action  
27 against the defendant relating to the Relevant Offense, the United States agrees that, if requested,  
28 it will advise the appropriate foreign government officials of the fact, manner, and extent of the

1 cooperation of the defendant as a matter for that foreign government to consider before  
2 determining what enforcement action, if any, to take.

3 **REPRESENTATION BY COUNSEL**

4 18. The defendant has reviewed all legal and factual aspects of this case with his  
5 attorney and is fully satisfied with his attorney's legal representation. The defendant has  
6 thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory  
7 explanations from his attorney concerning each paragraph of this Plea Agreement and  
8 alternatives available to the defendant other than entering into this Plea Agreement. After  
9 conferring with his attorney and considering all available alternatives, the defendant has made a  
10 knowing and voluntary decision to enter into this Plea Agreement.

11 **VOLUNTARY PLEA**

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

18 **VIOLATION OF PLEA AGREEMENT**

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

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

7 21. The defendant understands and agrees that in any further prosecution  
8 of him resulting from the release of the United States from its obligations under this Plea  
9 Agreement based on the defendant's violation of the Plea Agreement, any documents,  
10 statements, information, testimony, or evidence provided by him to attorneys or agents of the  
11 United States, federal grand juries, or courts, and any leads derived therefrom, may be used  
12 against him in any such further prosecution. In addition, the defendant unconditionally waives  
13 his right to challenge the use of such evidence in any such further prosecution, notwithstanding  
14 the protections of Fed. R. Evid. 410.

15 22. The defendant agrees to and adopts as his own the factual statement contained in  
16 Paragraph 4 above. In the event that the defendant breaches the Plea Agreement, the defendant  
17 agrees that the Plea Agreement, including the factual statement contained in Paragraph 4 above,  
18 provides a sufficient basis for any possible future extradition request that may be made for his  
19 return to the United States to face charges either in the Information referenced in Paragraph 2 of  
20 this Plea Agreement or in any related indictment. The defendant further agrees not to oppose or  
21 contest any request for extradition by the United States to face charges either in the Information  
22 referenced in Paragraph 2 of this Plea Agreement or in any related indictment.

23 **ENTIRETY OF AGREEMENT**

24 23. This Plea Agreement constitutes the entire agreement between the  
25 United States and the defendant concerning the disposition of the criminal charge in this case.  
26 This Plea Agreement cannot be modified except in writing, signed by the United States and the  
27 defendant.

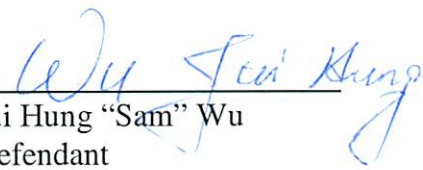
28 24. The undersigned attorneys for the United States have been authorized


1 by the Attorney General of the United States to enter this Plea Agreement on behalf of the United  
2 States.


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

6  
7 DATED: 11/12, 2010

Respectfully submitted,

8  
9 BY:   
10 Jui Hung "Sam" Wu  
11 Defendant

BY:   
Peter K. Huston  
Michael L. Scott  
Heather S. Tewksbury  
E. Kate Patchen  
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12  
13 BY:   
14 Counsel for Defendant  
15 Gail Shifman  
16 Shifman Group  
17 44 Montgomery Street, Suite 3850  
18 San Francisco, CA 94104



U.S. Department of Homeland Security  
500 12th Street, SW  
Washington, D.C. 20536



U.S. Immigration  
and Customs  
Enforcement

The Honorable Christine A. Varney  
Assistant Attorney General for  
Antitrust Division  
U.S. Department of Justice  
Washington, D.C. 20530

Dear Ms. Varney:

Ms. Belinda Barnett of the Department of Justice (DOJ) Antitrust Division has asked U.S. Immigration and Customs Enforcement (ICE), on behalf of the Department of Homeland Security (DHS), to agree to the inclusion of a provision in a contemplated plea agreement with Jui Hung Wu that would relieve him of any adverse immigration consequences as a result of his impending conviction for a criminal violation of the antitrust laws, 15 U.S.C. § 1 (2007). The requested provision, based on the March 15, 1996 memorandum of understanding between DOJ and the former Immigration and Naturalization Service, would constitute a waiver of inadmissibility under § 212(d)(3) of the Immigration and Nationality Act (INA), 8 U.S.C.A. § 1182(d)(3)(A) (2010). The Secretary of Homeland Security has delegated the authority to give this concurrence to ICE.

Mr. Wu is a citizen and resident of Taiwan. He was an executive with oversight responsibility for a liquid crystal display (LCD) panel manufacturing and sales company. LCD panels are glass panels composed of an array of tiny pixels that are electronically manipulated in order to display images. According to Ms. Barnett, DOJ considers Mr. Wu's cooperation critical to the investigation and prosecution of an alleged conspiracy to fix the price of LCD panels sold in the United States and elsewhere. Furthermore, DOJ believes that Mr. Wu poses no continuing threat to United States commerce and is unlikely to take part in any future criminal activity. Ms. Barnett has advised ICE that Mr. Wu is not readily subject to extradition to the United States, and his continued ability to travel to the United States as a nonimmigrant is a critical factor in securing his cooperation. The Directorate for Visa Services, Department of State (DOS), has concurred in the requested waiver. Based on the memorandum of understanding, Ms. Barnett's petition, and the DOS concurrence, I agree to Ms. Barnett's request on behalf of DHS. You may file this letter, or a copy, with the appropriate district court, as provided in 28 C.F.R. § 0.197 (2008).

Please note that when Mr. Wu comes to the United States to enter his guilty plea, and then again when he comes to serve his sentence, he does not qualify for admission as a nonimmigrant visitor for "business." INA § 101(a)(15)(B), 8 U.S.C. § 1101(a)(15)(B) (2008).

The Honorable Christine A. Varney  
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Therefore, on those two particular trips he will require the grant of parole to be admitted into the United States. I am willing to authorize his parole into the United States for the specific purpose those trips. Ms. Stephanie Lytle and Ms. Novella Whitman are the ICE points of contact for public benefit parole requests. Mr. Wu may contact Ms. Lytle or Ms. Whitman at (202) 732-1364 to make parole arrangements. For future trips, Mr. Wu will be able to seek admission as a nonimmigrant in accordance with the INA § 212(d)(3) waiver granted as part of his plea agreement.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Morton", with a long horizontal flourish extending to the right.

John Morton  
Director