

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

JIER SHIN KOREA CO., LTD.

and

SANG JOO LEE,

Defendants.

CASE NO. 2:20-cv-1778

**PROPOSED FINAL JUDGMENT AS TO DEFENDANTS JIER SHIN KOREA CO., LTD.
AND SANG JOO LEE**

WHEREAS Plaintiff, United States of America, filed its Complaint on April 8, 2020, the United States and Defendants Jier Shin Korea Co., Ltd. (“Jier Shin Korea”) and Sang Joo Lee, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law;

WHEREAS, this Final Judgment does not constitute any evidence against or admission by any party regarding any issue of fact or law;

NOW, THEREFORE, before the taking of any testimony and without trial or final adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

This Court has jurisdiction over the subject matter of this action and each of the parties. The Complaint states a claim upon which relief may be granted to the United States against Jier Shin Korea and Sang Joo Lee under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II. APPLICABILITY

This Final Judgment applies to Jier Shin Korea and Sang Joo Lee, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

III. PAYMENTS

Jier Shin Korea and Sang Joo Lee jointly and severally shall pay to the United States the total sum of two million dollars (\$2,000,000) over three installments:

- (a) within ten (10) business days of the entry of this Final Judgment, the amount of one million dollars (\$1,000,000);
- (b) within one (1) calendar year of the entry of this Final Judgment, the amount of five hundred thousand dollars (\$500,000); and
- (c) within two (2) calendar years of the entry of this Final Judgment, the amount of five hundred thousand dollars (\$500,000);

less the amount paid (excluding any interest) pursuant to the settlement agreement attached hereto as Attachment 1. These payments satisfy all civil antitrust claims alleged against Jier Shin Korea and Sang Joo Lee by the United States in the Complaint. Payments of the amounts ordered hereby shall be made by wire transfer of funds or cashier's check. If the payment is made by wire transfer, Jier Shin Korea and Sang Joo Lee shall contact Janie Ingalls of the Antitrust Division's Antitrust Documents Group at (202) 514-2481 for instructions before making the transfer. If the payment is made by cashier's check, the check shall be made payable

to the United States Department of Justice and delivered to: Janie Ingalls, United States Department of Justice Antitrust Division, Antitrust Documents Group, 450 5th Street, NW, Suite 1024, Washington, D.C. 20530. In the event of a default in payment, interest at the rate of eighteen (18) percent per annum shall accrue thereon from the date of default to the date of payment.

Jier Shin and Sang Joo Lee have provided sworn financial disclosure statements (“Financial Statements”) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in agreeing to this Final Judgment. Jier Shin and Sang Joo Lee warrant that the Financial Statements are complete, accurate, and current. If the United States learns of any asset(s) in which Jier Shin and Sang Joo Lee had an interest as of April 8, 2020 that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Jier Shin and Sang Joo Lee on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$100,000 or more, the United States may collect the full payments set forth in this section plus one hundred percent (100%) of the value of the net worth of Jier Shin and Sang Joo Lee previously undisclosed. Jier Shin and Sang Joo Lee agree not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney’s fees and expenses.

IV. COOPERATION

Jier Shin Korea and Sang Joo Lee shall cooperate fully with the United States regarding any matter about which they have knowledge or information relating to any ongoing civil investigation, litigation, or other proceeding arising out of any ongoing federal investigation of

the subject matter discussed in the Complaint (hereinafter, any such investigation, litigation, or proceeding shall be referred to as a “Civil Federal Proceeding”).

The United States agrees that any cooperation provided pursuant to the settlement agreement attached hereto as Attachment 1 will be considered cooperation for purposes of this Final Judgment, and the United States will use its reasonable best efforts, where appropriate, to coordinate any requests for cooperation in connection with the Civil Federal Proceeding with requests for cooperation in connection with the settlement agreement attached hereto as Attachment 1, so as to avoid unnecessary duplication and expense.

Jier Shin Korea and Sang Joo Lee’s cooperation shall include, but not be limited to, the following:

- (a) Upon request, completely and truthfully disclosing and producing, to the offices of the United States and at no expense to the United States, copies of all non-privileged information, documents, materials, and records in their possession (and for any foreign-language information, documents, materials, or records, copies must be produced with an English translation), regardless of their geographic location, about which the United States may inquire in connection with any Civil Federal Proceeding, including but not limited to all information about activities of Jier Shin Korea and present and former officers, directors, employees, and agents of Jier Shin Korea;
- (b) Making available in the United States, at no expense to the United States, Jier Shin Korea’s present officers, directors, employees, and agents to provide information and/or testimony as requested by the United States in connection with any Civil Federal Proceeding, including the provision of testimony in trial and other judicial proceedings,

as well as interviews with law enforcement authorities, consistent with the rights and privileges of those individuals;

- (c) Using their best efforts to make available in the United States, at no expense to the United States, Jier Shin Korea's former officers, directors, employees, and agents to provide information and/or testimony as requested by the United States in connection with any Civil Federal Proceeding, including the provision of testimony in trial and other judicial proceedings, as well as interviews with law enforcement authorities, consistent with the rights and privileges of those individuals;
- (d) Providing testimony or information necessary to identify or establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence produced by Jier Shin Korea or Sang Joo Lee in any Civil Federal Proceeding as requested by the United States; and
- (e) Completely and truthfully responding to all other inquiries of the United States in connection with any Civil Federal Proceeding.

However, notwithstanding any provision of this Final Judgment, Jier Shin Korea and Sang Joo Lee are not required to: (1) request of Jier Shin Korea's current or former officers, directors, employees, or agents that they forgo seeking the advice of an attorney nor that they act contrary to that advice; (2) take any action against Jier Shin Korea's officers, directors, employees, or agents for following their attorney's advice; or (3) waive any claim of privilege or work product protection.

The obligations of Jier Shin Korea and Sang Joo Lee to cooperate fully with the United States as described in this Section shall cease upon the conclusion of all Civil Federal Proceedings (which may include Civil Federal Proceedings related to the conduct of third

parties), including exhaustion of all appeals or expiration of time for all appeals of any Court ruling in each such Civil Federal Proceeding, at which point the United States will provide written notice to Jier Shin Korea and Sang Joo Lee that their obligations under this Section have expired.

V. ANTITRUST COMPLIANCE PROGRAM

A. Within thirty (30) days after entry of this Final Judgment, Jier Shin Korea shall appoint an Antitrust Compliance Officer and identify to the United States his or her name, business address, telephone number, and email address. Within forty-five (45) days of a vacancy in the Antitrust Compliance Officer position, Jier Shin Korea shall appoint a replacement, and shall identify to the United States the Antitrust Compliance Officer's name, business address, telephone number, and email address. Jier Shin Korea's initial or replacement appointment of an Antitrust Compliance Officer is subject to the approval of the United States, in its sole discretion.

B. The Antitrust Compliance Officer shall institute an antitrust compliance program for Jier Shin Korea's employees and directors. The antitrust compliance program shall provide at least two hours of training annually on the antitrust laws of the United States, such training to be delivered by an attorney with relevant experience in the field of United States antitrust law.

C. Each Antitrust Compliance Officer shall obtain, within six months after entry of this Final Judgment, and on an annual basis thereafter, on or before each anniversary of the entry of this Final Judgment, from each person subject to Paragraph V.B of this Final Judgment, and thereafter maintaining, a certification that each such person has received the required two hours of annual antitrust training.

D. Each Antitrust Compliance Officer shall communicate annually to all Jier Shin Korea employees that they may disclose to the Antitrust Compliance Officer, without reprisal, information concerning any potential violation of the United States antitrust laws.

E. Each Antitrust Compliance Officer shall provide to the United States within six months after entry of this Final Judgment, and on an annual basis thereafter, on or before each anniversary of the entry of this Final Judgment, a written statement as to the fact and manner of Jier Shin Korea's compliance with Section V of this Final Judgment.

VI. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any of the parties to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

VII. ENFORCEMENT OF FINAL JUDGMENT

A. The United States retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. Jier Shin Korea and Sang Joo Lee agree that in any civil contempt action, any motion to show cause, or any similar action brought by the United States regarding an alleged violation of this Final Judgment, the United States may establish a violation of the decree and the appropriateness of any remedy therefor by a preponderance of the evidence, and Jier Shin Korea and Sang Joo Lee waive any argument that a different standard of proof should apply.

B. The Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore all competition the United States alleged was harmed by the challenged conduct. Jier Shin Korea and Sang Joo Lee agree that they may be held in contempt of, and that the Court may enforce, any provision of this Final Judgment that, as

interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not it is clear and unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against either party as the drafter.

C. In any enforcement proceeding in which the Court finds that Jier Shin Korea or Sang Joo Lee has violated this Final Judgment, the United States may apply to the Court for a one-time extension of this Final Judgment, together with such other relief as may be appropriate. In connection with any successful effort by the United States to enforce this Final Judgment against Jier Shin Korea or Sang Joo Lee, whether litigated or resolved prior to litigation, Jier Shin Korea and Sang Joo Lee agree to reimburse the United States for the fees and expenses of its attorneys, as well as any other costs including experts' fees, incurred in connection with that enforcement effort, including in the investigation of the potential violation.

VIII. EXPIRATION OF FINAL JUDGMENT

Unless this Court grants an extension, this Final Judgment shall expire seven (7) years from the date of its entry, except that after five (5) years from the date of its entry, this Final Judgment may be terminated upon notice by the United States to the Court, Jier Shin Korea, and Sang Joo Lee that the continuation of the Final Judgment no longer is necessary or in the public interest.

IX. PUBLIC INTEREST DETERMINATION

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including making copies available to the public of this Final Judgment, the Competitive Impact Statement, and any comments thereon and the United States' responses to comments. Based upon the record before the Court, which includes the Competitive Impact Statement and any comments and response to comments filed with the Court, entry of this Final Judgment is in the public interest.

DATED: _____

UNITED STATES DISTRICT JUDGE

ATTACHMENT 1

Settlement Agreement among the United States, Relator, Jier Shin Korea, and Sang Joo Lee

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the Civil Division of the United States Department of Justice and the United States Attorney's Office for the Southern District of Ohio, on behalf of the Defense Logistics Agency (DLA) and the Army and Air Force Exchange Service (AAFES) (collectively the "United States"), Jier Shin Korea (Jier Shin) and Sang Joo Lee, and Relator [REDACTED] (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

- A. Jier Shin is a South Korea-based logistics company. Sang Joo Lee is the President of Jier Shin and a shareholder.
- B. On February 28, 2018, Relator, a resident and citizen of South Korea, filed a *qui tam* action in the United States District Court for the Southern District of Ohio captioned *United States ex rel. [REDACTED] v. GS Caltex, et al.*, Civil Action No. [REDACTED], pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil FCA Action). Relator contends that Jier Shin conspired with other South Korean entities to rig bids on Department of Defense contracts to supply fuel to U.S. military bases throughout South Korea beginning in 2005 and continuing until 2016, including DLA Post, Camps, and Stations contracts executed in 2006, 2009, 2011, and 2013, and AAFES contracts executed in 2008.
- C. Jier Shin and Sang Joo Lee will execute a Stipulation with the Antitrust Division of the United States Department of Justice in which Jier Shin and Sang Joo Lee will consent to the entry of a Final Judgment to be filed in *United States v. Jier Shin Korea*, Civil Action No. [to be assigned] (S.D. Ohio) (the Civil Antitrust Action) that will settle any and all civil antitrust claims of the United States against Jier Shin and Sang Joo Lee arising from any act or offense

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committed before the date of the Stipulation that was undertaken in furtherance of an attempted or completed antitrust conspiracy involving PC&S and/or AAFES fuel supply contracts with the U.S. military in South Korea during the period 2005 through 2016.

D. The United States contends that it has certain civil claims against Jier Shin and Sang Joo Lee arising from a conspiracy among South Korean entities to rig bids on Department of Defense contracts to supply fuel to U.S. military bases throughout South Korea beginning in 2005 and continuing to 2016, including DLA Post, Camps, and Stations contracts executed in 2006, 2009, 2011, and 2013, and AAFES contracts executed in 2008. The conduct described in in this Paragraph, as well as the conduct, actions, and claims alleged by Relator in the Civil FCA Action is referred to below as the Covered Conduct.

E. This Settlement Agreement is neither an admission of liability by Jier Shin and Sang Joo Lee nor a concession by the United States or Relator that their claims are not well founded.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees, and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Jier Shin and Sang Joo Lee jointly and severally agree to pay to the United States five hundred thousand dollars (\$500,000) by electronic funds transfer no later than ten (10) business days after the Effective Date of this Agreement pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice (Initial Payment). Jier

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Shin and Sang Joo Lee jointly and severally agree to pay to the United States five-hundred thousand dollars (\$500,000) by electronic funds transfer no later than sixty (60) days after the Effective Date of this Agreement (Second Payment). Jier Shin and Sang Joo Lee jointly and severally agree to pay to the United States five-hundred thousand dollars (\$500,000) by electronic funds transfer no later than one (1) year after the Effective Date of this Agreement (Third Payment). Jier Shin and Sang Joo Lee jointly and severally agree to pay to the United States five-hundred thousand dollars (\$500,000) by electronic funds transfer no later than two (2) years after the Effective Date of this Agreement (Final Payment). The sum of the Initial Payment, Second Payment, Third Payment, and Final Payment shall constitute the FCA Settlement Amount. Relator claims entitlement under 31 U.S.C. § 3730(d) to Relator's reasonable expenses, attorneys' fees and costs. The FCA Settlement Amount does not include the Relator's fees and costs, and Jier Shin and Sang Joo Lee acknowledge (without waiving any applicable arguments or defenses) that Relator retains all rights to seek to recover such expenses, attorneys' fees, and costs from Jier Shin pursuant to 31 U.S.C. § 3730(d).

2. Subject to the exceptions in Paragraph 4 (concerning excluded claims) below, and conditioned upon Jier Shin and Sang Joo Lee's full payment of the FCA Settlement Amount, the United States releases Sang Joo Lee and Jier Shin together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; Contract Disputes Act, 41 U.S.C. §§ 7101-7109; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

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3. Except as set forth in Paragraph 1 (concerning Relator's claims under 31 U.S.C. § 3730(d)), and subject to the exceptions in Paragraph 4 below, and conditioned upon Sang Joo Lee and Jier Shin's full payment of the FCA Settlement Amount, Relator, on behalf of: (a) his respective heirs, successors, assigns, agents and attorneys; and (b) his companies, [REDACTED]

[REDACTED]

together with their direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them); hereby fully and finally releases, waives, and forever discharges Sang Joo Lee and Jier Shin, together with its direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, from: (i) any civil monetary claim Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; (ii) any claims or allegations Relator has asserted or could have asserted against Sang Joo Lee and Jier Shin arising from the Covered Conduct; and (iii) all liability, claims, demands, actions or causes of action whatsoever, whether known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal, Korean, or state statute or regulation or otherwise, or in common law, including claims for attorneys' fees, costs, and expenses of every kind and however denominated, that Relator would have standing to bring or which Relator may now have or claim to have against Sang Joo Lee and Jier Shin and/or its direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them.

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4. Notwithstanding the releases given in paragraphs 2 and 3 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals other than Sang Joo Lee;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). In connection with this Agreement and this Civil FCA Action, Relator, on behalf of himself and his heirs, successors, attorneys, agents, and assigns, agrees that neither this Agreement, nor any intervention by the United States in the Civil FCA Action in order to dismiss the Civil FCA Action, nor any dismissal of the Civil FCA Action, shall waive or otherwise affect the ability of the United States to contend that

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provisions in the False Claims Act, including 31 U.S.C. § 3730(d)(3), bar Relator from sharing in the proceeds of this Agreement, except that the United States will not contend that Relator is barred from sharing in the proceeds of this agreement under 31 U.S.C. § 3730(e)(4). Moreover, the United States and Relator, on behalf of himself and his heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relator should receive of any proceeds of the settlement of his claims, and that no agreements concerning Relator share have been reached to date.

6. Jier Shin and Sang Joo Lee waive and shall not assert any defenses Jier Shin and Sang Joo Lee may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement has a remedy sought in such criminal prosecution or administrative action.

7. Jier Shin and Sang Joo Lee fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Jier Shin and Sang Joo Lee have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

8. Sang Joo Lee and Jier Shin, together with its direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, hereby fully and finally releases, waives, and forever

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discharges the Relator, together with his respective heirs, successors, assigns, agents and attorneys, and his companies [REDACTED] [REDACTED] from any claims or allegations Jier Shin or Sang Joo Lee has asserted or could have asserted, arising from the Covered Conduct, and from all liability, claims, demands, actions or causes of action whatsoever arising from or in any manner related to the Covered Conduct, whether known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal, Korean, or state statute or regulation or otherwise, or in common law, including claims for attorneys' fees, costs, and expenses of every kind and however denominated, that it would have standing to bring or which Jier Shin or Sang Joo Lee may now have or claim to have against Relator and his heirs, successors, assigns, agents, and attorneys.

9. a. **Unallowable Costs Defined:** All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Sang Joo Lee and Jier Shin, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement and any related civil antitrust agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Sang Joo Lee and Jier Shin's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

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- (4) the negotiation and performance of this Agreement and any related civil antitrust agreement;
- (5) the payments that Sang Joo Lee and Jier Shin make to the United States pursuant to this Agreement and any payments that Jier Shin may make to Relator, including costs and attorneys' fees,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. **Future Treatment of Unallowable Costs:** Unallowable Costs will be separately determined and accounted for by Sang Joo Lee and Jier Shin, and Sang Joo Lee and Jier Shin shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. **Treatment of Unallowable Costs Previously Submitted for Payment:** Within 90 days of the Effective Date of this Agreement, Sang Joo Lee and Jier Shin shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Sang Joo Lee and Jier Shin or any of its subsidiaries or affiliates from the United States. Sang Joo Lee and Jier Shin agree that the United States, at a minimum, shall be entitled to recoup from Jier Shin any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Jier Shin's books and records and to disagree with any calculations submitted by Jier Shin or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously

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sought by Jier Shin, or the effect of any such Unallowable Costs on the amount of such payments.

10. Jier Shin and Sang Joo Lee have provided sworn financial disclosure statements (Financial Statements) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Jier Shin and Sang Joo Lee warrant that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which Jier Shin and Sang Joo Lee had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Jier Shin and Sang Joo Lee on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$100,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Jier Shin and Sang Joo Lee previously undisclosed. Jier Shin and Sang Joo Lee agree not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses. The United States agrees to notify Relator if the United States invokes either of its options pursuant to this paragraph. Nothing in this agreement shall be interpreted as a waiver of Relator's right to request a share of any proceeds collected by the United States pursuant to this paragraph.

11. In the event that the United States, pursuant to Paragraph 10 (concerning disclosure of assets), above, opts to rescind this Agreement, Jier Shin and Sang Joo Lee agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations,

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laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 60 calendar days of written notification to Jier Shin and Sang Joo Lee that this Agreement has been rescinded, and (h) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

12. Sang Joo Lee and Jier Shin agree to cooperate fully and truthfully with the United States in connection with the Civil FCA Action. Sang Joo Lee and Jier Shin's ongoing, full, and truthful cooperation shall include, but not be limited to:

a. upon request by the United States with reasonable notice, producing at the offices of counsel for the United States in Washington, D.C. and not at the expense of the United States, complete and un-redacted copies of all non-privileged documents related to the Covered Conduct wherever located in Sang Joo Lee and Jier Shin's possession, custody, or control, including but not limited to, reports, memoranda of interviews, and records concerning any investigation of the Covered Conduct that Sang Joo Lee and Jier Shin have undertaken, or that has been performed by another on Sang Joo Lee and Jier Shin's behalf;

b. upon request by the United States with reasonable notice, making Hyun Dae Shin, Sang Joo Lee, and current Jier Shin directors, officers, and employees available for interviews, consistent with the rights and privileges of such individuals, by counsel for the United States and/or their investigative agents, not at the expense of the United States, in the United States or Taiwan, unless another place is mutually agreed upon;

c. upon request by the United States with reasonable notice, (i) using best efforts to assist in locating former Jier Shin directors, officers, and employees identified by attorneys and/or investigative agents of the United States, and (ii) using best efforts to make any such former Jier Shin directors, officers, and employees available for interviews, consistent with

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the rights and privileges of such individuals, by counsel for the United States and/or their investigative agents, not at the expense of the United States, in the United States or Taiwan, unless another place is mutually agreed upon; and

d. upon request by the United States with reasonable notice, making Hyun Dae Shin, Sang Joo Lee, and current Jier Shin directors, officers, and employees available, and using best efforts to make former Jier Shin directors, officers, employees available, to testify, consistent with the rights and privileges of such individuals, fully, truthfully, and under oath, without falsely implicating any person or withholding any information, (i) at depositions in the United States, Taiwan, or any other mutually agreed upon place, (ii) at trial in the United States, (iii) at any other judicial proceedings wherever located related to the Civil FCA Action, and (iv) by declaration or affidavit executed in compliance with 28 U.S.C. § 1746.

13. This Agreement is intended to be for the benefit of the Parties only.

14. Upon receipt of the Initial Payment of the FCA Settlement Amount described in Paragraph 1 above, the United States and Relator shall promptly sign and file a Joint Stipulation of Dismissal, with prejudice, of the claims filed against Jier Shin in the Civil FCA Action, pursuant to Rule 41(a)(1), which dismissal shall be subject to the terms of this Agreement, including full payment of the FCA Settlement Amount, and conditioned on the Court retaining jurisdiction over Relator's claims to a relator's share and recovery of attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

15. Except with respect to payment (if any) by Jier Shin of Relator's attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d), each Party shall bear its own legal and other costs incurred in connection with this matter. The Parties agree that Relator, Jier Shin, and

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Sang Joo Lee will not seek to recover from the United States any costs or fees related to the preparation and performance of this Agreement.

16. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

17. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Southern District of Ohio. Jier Shin and Sang Joo Lee agree that the United States District Court for the Southern District of Ohio has jurisdiction over it for purposes of this Agreement. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

18. This Agreement constitutes the complete agreement between the Parties on the subject matters addressed herein. This Agreement may not be amended except by written consent of the Parties.

19. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

21. This Agreement is binding on Sang Joo Lee and Jier Shin's successors, transferees, heirs, and assigns.

22. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.


23. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public, as permitted by order of the Court. This

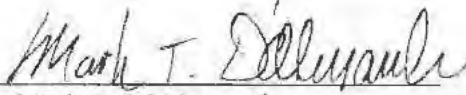
Settlement Agreement among the United States, Relator, Jier Shin Korea, and Sang Joo Lee

Agreement shall not be released in un-redacted form until the Court unseals the entire Civil FCA Action.

24. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 4/3/2020 BY: 
Andrew A. Steinberg
Trial Attorney
Commercial Litigation Branch
Civil Division, U.S. Department of Justice

DATED: 4/3/2020 BY: 
Mark T. D'Alessandro
Civil Chief
Andrew Malek
Assistant United States Attorney
U.S. Attorney's Office for the
Southern District of Ohio

JIER SHIN KOREA

DATED: _____ BY: _____
Sang Joo Lee
Authorized Representative of
Jier Shin Korea

DATED: _____ BY: _____
Mark Rosman
Counsel for Jier Shin Korea

Settlement Agreement among the United States, Jier Shin Korea, and Sang Joo Lee

Agreement shall not be released in un-redacted form until the Court unseals the entire Civil FCA Action.

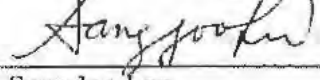
24. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

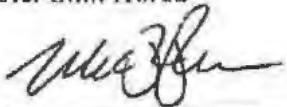
THE UNITED STATES OF AMERICA

DATED: _____ BY: _____
Andrew A. Steinberg
Trial Attorney
Commercial Litigation Branch
Civil Division, U.S. Department of Justice

DATED: _____ BY: _____
Mark T. D'Alessandro
Civil Chief
Andrew Malck
Assistant United States Attorney
U.S. Attorney's Office for the
Southern District of Ohio

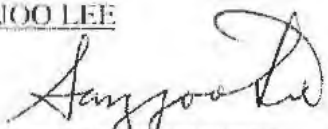
JIER SHIN KOREA

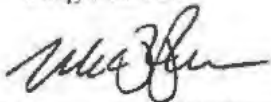
DATED: 6 Apr '20 BY: 
Sang Joo Lee
Authorized Representative of
Jier Shin Korea

DATED: 4/6/20 BY: 
Mark Rosman
Counsel for Jier Shin Korea

Settlement Agreement among the United States, Relator, Jee Shin Kwon, and Sang Joo Lee

SANG JOO LEE

DATED: 6 APR '20 BY: 
Sang Joo Lee

DATED: 4/6/20 BY: 
Mark Rosman
Counsel for Sang Joo Lee

RELATOR 

DATED: _____ BY: _____


DATED: _____ BY: _____
Eric R. Havian
Constantine Cannon LLP
Counsel for Relator

Settlement Agreement among the United States, Relator, Jier Shin Korea, and Sang Joo Lee

SANG JOO LEE

DATED: _____ BY: _____
Sang Joo Lee

DATED: _____ BY: _____
Mark Rosman
Counsel for Sang Joo Lee

RELATOR [REDACTED]

DATED: April 2020 BY: [REDACTED]

DATED: _____ BY: _____
Eric R. Havian
Constantine Cannon LLP
Counsel for Relator

Settlement Agreement among the United States, Relator, Jier Shin Korea, and Sang Joo Lee


SANG JOO LEE

DATED: _____ BY: _____
Sang Joo Lee

DATED: _____ BY: _____
Mark Rosman
Counsel for Sang Joo Lee

RELATOR [REDACTED]

DATED: _____ BY: _____
[REDACTED]

DATED: 4/7/20 BY: 
Eric R. Havian
Constantine Cannon LLP
Counsel for Relator