

FILED IN OPEN COURT
U.S.D.C. Atlanta

NOV 24 2014

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

JAMES N. HATTEN, Clerk
By: *S. Coalson* Deputy Clerk

UNITED STATES OF AMERICA

v.

CONTINENTAL AUTOMOTIVE
ELECTRONICS LLC and CONTINENTAL
AUTOMOTIVE KOREA LTD.,

Defendants.

Criminal No. 3:14-CR-19

FILED:

Violation: 15 U.S.C. § 1

PLEA AGREEMENT

Continental Automotive Korea Ltd. and Continental Automotive Electronics LLC, including its predecessor Siemens VDO, (collectively, “Defendants”), corporations organized and existing under the laws of the Republic of Korea, hereby enter into the following Plea Agreement with the United States of America pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure (“Fed. R. Crim. P.”):

RIGHTS OF DEFENDANTS

1. Each Defendant understands its rights:
 - (a) to be represented by an attorney;

(b) to be charged by Indictment;

(c) as a corporation organized and existing under the laws of the Republic of Korea, to decline to accept service of the Summons in this case, and to contest the jurisdiction of the United States to prosecute this case against it in the United States District Court for the Northern District of Georgia;

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

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

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

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

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

AGREEMENT TO PLEAD GUILTY
AND WAIVE CERTAIN RIGHTS

2. Defendants knowingly and voluntarily waive the rights set out in Paragraph 1(b)-(g) above. Defendants also knowingly and voluntarily waive the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742, that challenges the sentence imposed by the Court if that sentence is consistent with or below the recommended sentence in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by the Court. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b)-(c). Nothing in this paragraph, however, will act as a bar to Defendants perfecting any legal remedies they may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. Defendants agree that there is currently no known evidence of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), Defendants will waive indictment and plead guilty to a one-count Information, attached hereto as Attachment A, to be filed in the United States District Court for the Northern District of Georgia. The Information will charge Defendants with

participating in a combination and conspiracy to suppress and restrain competition by allocating bids, rigging bids, and submitting rigged and non-competitive bids for the sale of instrument panel clusters installed in vehicles produced by Hyundai Motor Company, Kia Motors Corporation, and their subsidiaries in the United States and elsewhere (hereinafter “vehicle manufacturers”), and sold in the United States (including the Northern District of Georgia) and elsewhere between at least March 2004 and May 2012. The combination and conspiracy engaged in by Defendants and their co-conspirators was in unreasonable restraint of interstate and foreign trade and commerce in violation Section 1 of the Sherman Act (15 U.S.C. §1).

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

FACTUAL BASIS FOR OFFENSE CHARGED

4. Defendants admit the following facts:

(a) For purposes of this Plea Agreement, the “relevant period” is that period from at least as early as March 2004 until at least May

2012. During the relevant period, Defendant Continental Automotive Electronics LLC was a corporation organized and existing under the laws of the Republic of Korea with its principal place of business in Cheongwon, South Korea. During the relevant period, Defendant Continental Automotive Korea Ltd. was a corporation organized and existing under the laws of the Republic of Korea with its principal place of business in Seongnam-si, South Korea. Defendants have a United States affiliate located in Auburn Hills, Michigan.

(b) An instrument panel cluster is a set of instruments located on the dashboard of a vehicle that contains gauges such as a speedometer, tachometer, odometer, and fuel gauge, as well as warning indicators for gearshift position, seat belt, parking-brake engagement, engine malfunction, low fuel, low oil pressure, and low tire pressure.

(c) During the relevant period, Defendants developed, produced, supplied, and sold instrument panel clusters for vehicles sold in the United States and elsewhere, and employed 200 or more individuals. During the relevant period, Defendants were engaged in

the supply of instrument panel clusters to vehicle manufacturers in the United States and elsewhere.

(d) During the relevant period, Defendants' sales of instrument panel clusters affecting vehicle manufacturers in the United States and elsewhere totaled approximately \$13.0 million.

(e) During the relevant period, Defendants', through their officers and employees, including high-level personnel, participated in a conspiracy with other persons and another company engaged in the development, production, supply, and sale of instrument panel clusters, the primary purpose of which was to suppress and restrain competition by allocating bids, rigging bids, and submitting non-competitive bids and prices for the sale of instrument panel clusters that were installed in vehicles produced by vehicle manufacturers and sold in the United States and elsewhere, including in the Northern District of Georgia. In furtherance of the conspiracy, Defendants, through their employees, engaged in discussions and attended meetings with representatives of another company involved in the development, production, supply, and sale of instrument panel clusters. During such discussions and

meetings, Defendants reached agreements with their competitor to: allocate sales of instrument panel clusters sold to vehicle manufacturers; rig bids quoted to vehicle manufacturers for instrument panel clusters; and submit intentionally non-competitive bids to vehicle manufacturers for the purchase of instrument panel clusters installed in vehicles sold in the United States and elsewhere.

(f) During the relevant period, instrument panel clusters sold by one or more of the conspirator firms, and equipment and supplies necessary to the production and distribution of instrument panel clusters, as well as payments for instrument panel clusters, traveled in interstate and foreign commerce. The business activities of Defendants and their co-conspirators in connection with the development, production, supply, and sale of instrument panel clusters that were the subject of this conspiracy were within the flow of, and substantially affected, interstate and foreign trade and commerce, including United States import commerce.

(g) Defendants acknowledge that the above summary does not set forth each and every fact that the United States could prove at trial,

nor does it necessarily encompass all of the acts Defendants committed in furtherance of the offense to which Defendants are pleading guilty.

(h) Acts in furtherance of the conspiracy, including submission of pricing affected by the collusive conduct to a vehicle manufacturer in West Point, Georgia, were carried out within the Northern District of Georgia and elsewhere. Defendants organized the sale of and supplied instrument panel clusters that were the subject of the conspiracy to a vehicle manufacturer in the Northern District of Georgia.

ELEMENTS OF THE OFFENSE

5. The elements of the charged offense are that:

(a) the conspiracy described in the Information existed at or about the time alleged;

(b) Defendants knowingly became members of the conspiracy;
and

(c) the conspiracy described in the Information involved commerce within the United States and U.S. import commerce and either substantially affected interstate and U.S. import trade and

commerce in goods or services or occurred within the flow of interstate commerce in goods and services.

POSSIBLE MAXIMUM SENTENCE

6. Defendants understand that the statutory maximum penalty which may be imposed against them upon conviction for a violation of Section One of the Sherman Act is a fine in an amount equal to the greatest of:

- (a) \$100 million (15 U.S.C. § 1);
- (b) twice the gross pecuniary gain the conspirators derived from the crime (18 U.S.C. § 3571(c) and (d)); or
- (c) twice the gross pecuniary loss caused to the victims of the crime by the conspirators (18 U.S.C. § 3571(c) and (d)).

7. In addition, Defendants understand that:

- (a) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years;
- (b) pursuant to §8B1.1 of the United States Sentencing Guidelines (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) or 18 U.S.C. § 3563(b)(2) or 3663(a)(3), the Court may order them to pay restitution to the victims of the offense; and

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

SENTENCING GUIDELINES

8. Defendants understand that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider, in determining and imposing sentence, the Guidelines Manual in effect on the date of sentencing unless that Guidelines Manual provides for greater punishment than the Guidelines Manual in effect on the last date that the offense of conviction was committed, in which case the Court must consider the Guidelines Manual in effect on the last date that the offense of conviction was committed. The parties agree there is no *ex post facto* issue under the November 1, 2013 Guidelines Manual. The Court must also consider the other factors set forth in 18 U.S.C. § 3553(a) in determining and imposing sentence. Defendants understand that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard. Defendants understand that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be

reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a).

SENTENCING AGREEMENT

9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C) and subject to the full, truthful, and continuing cooperation of Defendants, their ultimate parent corporation, and any subsidiaries of Defendants' ultimate parent that were or are involved in the development, production, supply, or sale of instrument panel clusters (individually, each a "related entity" and collectively "related entities"), the United States and Defendants agree that the appropriate disposition of this case is, and agree to recommend jointly that the Court impose, a sentence within the applicable Guidelines range requiring Defendants to pay to the United States a single criminal fine of \$4.0 million, payable in full before the fifteenth (15th) day after the date of judgment, and no order of restitution ("recommended sentence"). Subsidiaries of Defendants' ultimate parent for purposes of this Plea Agreement are entities involved in the development, production, supply, or sale of instrument panel clusters in which Defendants' ultimate parent had a greater than 50% ownership interest as of the date of signature of this Plea Agreement.

Defendants and the United States agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree not to seek at the sentencing hearing any sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement. The parties further agree that the recommended sentence set forth in this Plea Agreement is reasonable.

(a) Defendants understand that the Court will order each of them to pay a \$400 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine imposed.

(b) In light of the availability of civil causes of action, which potentially provide for a recovery of a multiple of actual damages, and other specific facts of this case, the recommended sentence does not include a restitution order for the offense charged in the Information.

(c) All parties will recommend that no term of probation be imposed, but Defendants understand that the Court's denial of this request will not void this Plea Agreement.

(d) The United States and Defendants jointly submit that this Plea Agreement, together with the record that will be created by the United States and Defendants at the plea and sentencing hearings, and the further disclosure described in Paragraph 10, will provide sufficient information concerning Defendants, the crime charged in this case, and Defendants' role in the crime to enable the meaningful exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States will not object should Defendants request that the Court accept Defendants' guilty plea and impose sentence on an expedited schedule based upon the record provided by Defendants and the United States, under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii) and U.S.S.G. §6A1.1(a)(2). The Court's denial of the request to impose sentence on an expedited schedule will not void this Plea Agreement.

10. Subject to the full, truthful, and continuing cooperation of Defendants and their related entities and prior to sentencing in this case, the United States will fully advise the Court and the Probation Office of the fact, manner, and extent of Defendants' and their related entities' cooperation, their commitment to prospective cooperation with the United States'

investigation and prosecutions, all material facts relating to Defendants' and their related entities' involvement in the charged offense, and all other relevant conduct.

11. The United States and Defendants understand that the Court retains complete discretion to accept or reject the recommended sentence provided for in Paragraph 9 of this Plea Agreement.

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

(b) If the Court does not accept the recommended sentence, Defendants will be free to withdraw their guilty pleas (Fed. R. Crim. P. 11(c)(5) and (d)). If a Defendant withdraws its plea of guilty, this Plea Agreement, the guilty plea, and any statement made in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty plea or this Plea Agreement or made in the course of plea discussions with an attorney for the government will not be admissible against that Defendant in any criminal or civil proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, Defendants agree that, if a

Defendant withdraws its guilty plea pursuant to this subparagraph of this Plea Agreement, the statute of limitations period for any offense referred to in Paragraph 14 of this Plea Agreement will be tolled for the period between the date of signature of this Plea Agreement and the date that Defendant withdrew its guilty plea or for a period of sixty (60) days after the date of signature of this Plea Agreement, whichever period is greater.

DEFENDANTS' COOPERATION

12. Defendants and their related entities will cooperate fully and truthfully with the United States in the prosecution of this case, the current federal investigation of violations of federal antitrust and related criminal laws involving the development, production, supply, or sale of instrument panel clusters, any federal investigation resulting therefrom, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party (collectively "Federal Proceeding"). Federal Proceeding includes, but is not limited to, an investigation, prosecution, litigation, or other proceeding regarding obstruction of, the making of a false statement or declaration in, the

commission of perjury or subornation of perjury in, the commission of contempt in, or conspiracy to commit such offenses in, a Federal Proceeding. The full, truthful, and continuing cooperation of Defendants and their related entities will include, but not be limited to:

(a) producing to the United States all documents, information, and other materials, wherever located, not protected under the attorney-client privilege or the work-product doctrine, and with translations into English, in the possession, custody, or control of Defendants or any of their related entities, that are requested by the United States in connection with any Federal Proceeding;

(b) using its best efforts to secure the full, truthful, and continuing cooperation, as defined in Paragraph 13 of this Plea Agreement, of the current directors, officers, and employees of Defendants or any of their related entities as may be requested by the United States, but excluding the four individuals listed in Attachment B (filed under seal), including making these persons available in the United States and at other mutually agreed-upon locations, at Defendants' expense, for interviews and the provision of testimony in

grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding. Current directors, officers, and employees are defined for purposes of this Plea Agreement as individuals who are directors, officers, or employees of Defendants or any of their related entities as of the date of signature of this Plea Agreement.

13. The full, truthful, and continuing cooperation of each person described in Paragraph 12(b) above will be subject to the procedures and protections of this paragraph, and will include, but not be limited to:

(a) producing in the United States and at other mutually agreed-upon locations all documents, including claimed personal documents, and other materials, wherever located, not protected under the attorney-client privilege or the work-product doctrine, and with translations into English, that are requested by attorneys and agents of the United States in connection with any Federal Proceeding;

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

(c) responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or conspiracy to commit such offenses;

(d) otherwise voluntarily providing the United States with any material or information not requested in (a) - (c) of this paragraph and not protected under the attorney-client privilege or work-product doctrine that he or she may have that is related to any Federal Proceeding;

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

(f) agreeing that, if the agreement not to prosecute him or her in this Plea Agreement is rendered void under Paragraph 15(c), the statute of limitations period for any Relevant Offense, as defined in Paragraph 15(a), will be tolled as to him or her for the period between the date of signature of this Plea Agreement and six (6) months after the date that the United States gave notice of its intent to void its obligations to that person under this Plea Agreement.

GOVERNMENT'S AGREEMENT

14. Subject to the full, truthful, and continuing cooperation of Defendants and their related entities, and upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence, the United States agrees that it will not bring further criminal charges against Defendants or their related entities for any act or offense committed before the date of signature of this Plea Agreement that was undertaken in furtherance of an antitrust conspiracy involving the production or sale of instrument panel clusters. The nonprosecution terms of this paragraph do not apply to (a) any acts of subornation of perjury (18 U.S.C. § 1622), making a false statement (18 U.S.C. § 1001), obstruction of

justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses; (b) civil matters of any kind; (c) any violation of the federal tax or securities laws or conspiracy to commit such offenses; or (d) any crime of violence.

15. The United States agrees to the following:

(a) Upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence and subject to the exceptions noted in Paragraph 15(c), the United States agrees that it will not bring criminal charges against any current director, officer, or employee of Defendants or their related entities for any act or offense committed before the date of signature of this Plea Agreement and while that person was acting as a director, officer, or employee of Defendants or their related entities that was undertaken in furtherance of an antitrust conspiracy involving the development, production, supply, or sale of instrument panel clusters in the United States and elsewhere ("Relevant Offense"), except that the protections granted in this paragraph do not apply to the four individuals listed in Attachment B (filed under seal);

(b) Should the United States determine that any current director, officer, or employee of Defendants or any of their related entities may have information relevant to any Federal Proceeding, the United States may request that person's cooperation under the terms of this Plea Agreement by written request delivered to counsel for the individual (with a copy to the undersigned counsel for Defendants) or, if the individual is not known by the United States to be represented, to the undersigned counsel for Defendants;

(c) If any person requested to provide cooperation under Paragraph 15(b) fails to comply fully with his or her obligations under Paragraph 13, then the terms of this Plea Agreement as they pertain to that person and the agreement not to prosecute that person granted in this Plea Agreement will be rendered void, and the United States may prosecute such person criminally for any federal crime of which the United States has knowledge, including, but not limited to any Relevant Offense;

(d) Except as provided in Paragraph 15(e), information provided by a person described in Paragraph 15(b) to the United States

under the terms of this Plea Agreement pertaining to any Relevant Offense, or any information directly or indirectly derived from that information, may not be used against that person in a criminal case, except in a prosecution for perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, et seq.), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses;

(e) If any person who provides information to the United States under this Plea Agreement fails to comply fully with his or her obligations under Paragraph 13 of this Plea Agreement, the agreement in Paragraph 15(d) not to use that information or any information directly or indirectly derived from it against that person in a criminal case will be rendered void;

(f) The nonprosecution terms of this paragraph do not apply to: civil matters of any kind; any violation of the federal tax or securities laws or conspiracy to commit such offenses; any crime of violence; or perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623),

obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses; and

(g) Documents provided under Paragraphs 12(a) and 13(a) will be deemed responsive to any outstanding grand jury subpoenas issued to Defendants or any of their related entities.

16. The United States agrees that when any person travels to the United States for interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for meetings with counsel in preparation therefor, the United States will take no action, based upon any Relevant Offense, to subject such person to arrest, detention, or service of process, or to prevent such person from departing the United States. This paragraph does not apply to an individual's commission of perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses. This paragraph does not apply to the four individuals listed in Attachment B (filed under seal).

REPRESENTATION BY COUNSEL

17. Defendants have been represented by counsel and are fully satisfied that their attorneys have provided competent legal representation. Defendants have thoroughly reviewed this Plea Agreement and acknowledge that counsel has advised them of the nature of the charge, any possible defenses to the charge, and the nature and range of possible sentences. After conferring with their attorneys and considering all available alternatives, Defendants have made a knowing and voluntary decision to enter into this Plea Agreement.

VOLUNTARY PLEA

18. Defendants' decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement and Attachment B (filed under seal). The United States has made no promises or representations to Defendants as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

VIOLATION OF PLEA AGREEMENT

19. Defendants agree that, should the United States determine in good faith, during the period that any Federal Proceeding is pending, that Defendants or any of their related entities have failed to provide full, truthful, and continuing cooperation, as defined in Paragraph 12 of this Plea Agreement, or have otherwise violated any provision of this Plea Agreement, the United States will notify counsel for Defendants in writing by personal or overnight delivery, email, or facsimile transmission and may also notify counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and Defendants and their related entities will be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. Defendants agree that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against Defendants or any of their related entities for any offense referred to in Paragraph 14 of this Plea Agreement, the statute of limitations period for such offense will be tolled for the period between the

date of signature of this Plea Agreement and 6 months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

20. Defendants understand and agree that in any further prosecution of them or any of their related entities resulting from the release of the United States from its obligations under this Plea Agreement because of Defendants' or any of their related entities' violation of this Plea Agreement, any documents, statements, information, testimony, or evidence provided by Defendants, any of their related entities, or any of their current directors, officers, or employees to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against Defendants or any of their related entities. In addition, Defendants unconditionally waive their right to challenge the use of such evidence in any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

ENTIRETY OF AGREEMENT

21. This Plea Agreement and Attachment A, Attachment B (filed under seal), Attachment C (filed under seal), and Attachment D (filed under

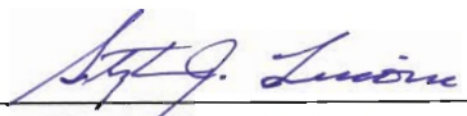
seal) constitute the entire agreement between the United States and Defendants concerning the disposition of the criminal charge in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and Defendants.

22. The undersigned is authorized to enter this Plea Agreement on behalf of Defendants as evidenced by the Resolutions of the Boards of Directors attached to, and incorporated by reference in, this Plea Agreement as Attachment C (filed under seal) and Attachment D (filed under seal).

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

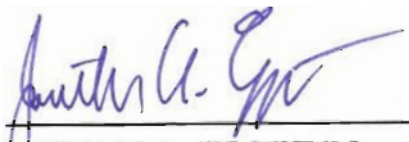
24. A facsimile or PDF signature will be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

DATED: November 24, 2014

BY: 
STEPHEN J. LICCIONE
Director of Compliance
Continental Tire the Americas, LLC

BY: 
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Respectfully submitted,

BY: 
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