



U. S. Department of Justice

*United States Attorney
Northern District of Iowa*

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Cedar Rapids, IA 52401 319-286-9258 (tty)

April 18, 2014

Thomas Green, Esq.
Sidley Austin, LLP
1501 K Street, N.W.
Washington, D.C. 20005

Re: Quality Egg, LLC and pending investigation

Dear Mr. Green:

This letter will serve as a REVISED memorandum of a proposed plea agreement between the United States Attorney's Office for the Northern District of Iowa and Quality Egg, LLC, defendant. All references to the "United States" or "government" in this proposed plea agreement refer to the United States Attorney's Office for the Northern District of Iowa and to no other governmental entity. This plea offer will expire on April 22, 2014, unless otherwise extended by the government.

CHARGES AND PENALTIES

1. ^{TG AD} Defendant will waive Indictment and plead guilty to Counts 1, 2 and 3 of an Information that will charge defendant in Count 1 with bribery of a public official in violation of 18 U.S.C. § 201(b)(1), in Count 2 with selling misbranded food with intent to defraud or mislead in violation of 21 U.S.C. §§ 331(a) and 333(a)(2), and in Count 3 with selling adulterated food in violation of 21 U.S.C. §§ 331(a) and 333(a)(1). Defendant also agrees to the entry of a judgment of forfeiture pursuant to the forfeiture allegation included in the Information and as further provided for in this agreement.

2. ^{TG AD} This offer is contingent upon Austin (Jack) DeCoster and Peter DeCoster accepting the plea proposals contained in letters from this office to

GOVERNMENT
EXHIBIT 1

(Quality Egg)

14-CR-3024 MWB

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their respective counsel dated April 18, 2014, and entering guilty pleas pursuant to those agreements in District Court.

3. TG AD Defendant understands that Count 1 of the Information is punishable by the following penalties: (1) a term of probation of at least one year but not more than five years; (2) a fine equal to the greater of three times the monetary equivalent of the thing of value given, offered, or promised as part of the offense, or \$500,000; and (3) a mandatory special assessment of \$400.

4. TG AD Defendant understands that Count 2 of the Information is punishable by the following penalties: (1) a term of probation of at least one year but not more than five years; (2) a fine equal to the greater of twice the gross gain resulting from the offense, twice the gross loss resulting from the offense, or \$500,000; and (3) a mandatory special assessment of \$400.

5. TG AD Defendant understands that Count 3 of the Information is punishable by the following penalties: (1) a term of probation of not more than five years; (2) a fine equal to the greater of twice the gross gain resulting from the offense, twice the gross loss resulting from the offense, or \$100,000; and (3) a mandatory special assessment of \$125.

6. TG AD Defendant understands restitution may be imposed in addition to any other sentence. The government is not currently aware of any identified victim who has been directly and proximately harmed as a result of the offenses charged in Counts 1 and 2, and thus, the government does not currently intend to seek restitution regarding those counts. With regard to Count 3, the parties agree that restitution is neither mandatory under 18 U.S.C. § 3663A, nor authorized under 18 U.S.C. § 3663. Defendant understands that defendant may be ordered to pay restitution as a condition of probation. Defendant understands that the government will seek information from any victims of defendant's offenses regarding, among other things, whether an order of restitution may be appropriate. The parties agree that any amount of money recovered by a particular victim as compensation for harm caused by defendant's offense should be credited against any restitution obligation to that victim. The government reserves the right and authority to seek restitution as provided by law, consistent with its duties and responsibilities under the Victim and Witness Protection Act, Title I of the Justice for All Act, and the regulations promulgated under the Act by the Attorney General of the United States.

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7. TG AD Defendant's guilty pleas will be tendered personally by a principal of the corporation, pursuant to appropriate corporate resolutions authorizing entry of guilty pleas in accordance with this agreement. Thereby, defendant will admit that it is guilty of the charges described in Paragraph 1 of this agreement, and will agree to the entry of a judgment of forfeiture pursuant to the forfeiture allegation included in the Information. After sentencing, the government will move for the dismissal of any remaining counts. The U.S. Attorney's Office for this District will file no additional Title 18 bribery-related or Title 21 adulterated or misbranded food-related criminal charges based upon information now in our possession. The U.S. Attorney's Office for this District will also bring no additional civil or criminal forfeiture actions against defendant based upon information now in our possession. If this office becomes aware of evidence of additional crimes warranting criminal prosecution or forfeiture, all information in our possession could be used in such a prosecution or forfeiture action.

8. TG AD Defendant understands and agrees defendant has the absolute right to plead guilty before a United States District Court Judge. However, if convenient to the Court, defendant agrees to waive and give up this right and to plead guilty before a United States Magistrate Judge. Defendant understands defendant will not be found guilty unless the United States District Court Judge accepts the plea of guilty or adopts a recommendation of the Magistrate Judge to accept such plea. Defendant agrees to execute the attached consent to proceed before the United States Magistrate Judge.

STIPULATION OF FACTS

9. TG AD By its authorized representative initialing each of the following paragraphs, the defendant stipulates to the following facts. Defendant agrees these facts are true and may be used to establish a factual basis for defendant's guilty plea and sentence. Defendant has been advised by defendant's attorney of defendant's rights under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410. Defendant waives these rights and agrees this stipulation may be used against defendant at any time in any proceeding should defendant violate or refuse to follow through on this plea agreement, regardless of whether the plea agreement has been accepted by the Court. Defendant agrees that the stipulation below is a summary of the facts against defendant and does not constitute all of the facts the government would be able to prove at trial and may be able to prove to the Court in accordance with this agreement.

Background

a) TGA AD At all times relevant to the Information, Tony Wasmund was employed by defendant Quality Egg, LLC, as a manager and exercised substantial control over the day to day operations of defendant and related entities and assets in Iowa. At certain times within the time period, A.M. was employed by defendant and managed one or more of defendant's egg production facilities in Iowa.

Bribery of a Public Official

b) TGA AD On more than one occasion in 2010, Inspectors of the United States Department of Agriculture (USDA) exercised their official authority to retain pallets of shell eggs at defendant's egg production and processing facilities in Wright County, Iowa. Such pallets of eggs were retained for failing to meet minimum quality grade standards promulgated by the USDA. Pursuant to USDA procedures, USDA Inspectors must retain or "red tag" pallets of eggs which, upon inspection, fail to meet appropriate standards. Pallets of retained or "red tagged" eggs are legally restricted and cannot be shipped or sold unless such eggs are properly re-processed and released for shipment or sale by appropriate USDA personnel. Specifically, the retained pallets of eggs at defendant's facility contained too great a percentage of restricted eggs under minimum USDA quality grade standards. That is, too many of these restricted eggs qualified as "checks," "dirty eggs," "leakers," or "losses" as defined by 21 U.S.C. § 1033(g).

c) TGA AD On or about April 12, 2010, in the Northern District of Iowa, Wasmund and A.M. gave a \$300 cash bribe to a USDA Inspector (the "Inspector") whose job responsibilities included inspecting shell eggs at one or more of defendant's egg production facilities in Wright County, Iowa. Wasmund and A.M. provided the bribe to the Inspector in an attempt to corruptly influence the Inspector with regard to an official act, that is, to exercise his authority to release pallets of retained eggs for sale by defendant without re-processing them as required by law and USDA standards. On at least one additional occasion in 2010, as part of the same course of conduct and common scheme and plan as the offense charged in the Information, Wasmund and A.M. provided a bribe to the same Inspector for the same purpose. The Inspector is now deceased.

d) TGA AD In providing the bribes, Wasmund and A.M. were each acting within their scope of employment at defendant and were acting with intent to benefit defendant.

e) TGA AD For purposes of forfeiture, the parties agree defendant obtained approximately \$10,000 in proceeds of criminal activity as a result of the bribes.

Selling Misbranded Food

f) TGA AD At all times relevant to the Information, in the United States shell egg industry, shell egg producers put dates on cases of eggs to designate the date that eggs were processed. In turn, as was well known in the shell egg industry, shell eggs were typically processed within 24 hours from the time the eggs were laid. Processing dates were typically applied to cases of eggs and not necessarily to each individual carton of eggs. The States of California and Arizona required that shell eggs be sold within 30 and 24 days of processing; other states had similar laws restricting the sale of older eggs.

g) TGA AD Beginning no later than January 1, 2006, and continuing until approximately August 12, 2010, defendant personnel, under the direction and with the approval of Wasmund, shipped some eggs in interstate commerce to various wholesale customers with deliberately mislabeled processing dates and expiration dates. In fact, some of the eggs were older than indicated by the dates on the egg cases. Some of the eggs were also shipped with no labeling so that, in some instances, labeling with inaccurate processing and expiration dates could be sent to wholesalers and affixed to the cases at the destination.

h) TGA AD Because defendant produced in excess of one million eggs every day and the market varied up and down frequently, defendant often had a surplus of eggs in storage. Defendant's options were to sell the surplus eggs to a wholesale shell egg customer or to sell them to a breaker facility that bought them for approximately one-half the market price of shell eggs. Defendant's typical practice was to sell the eggs at a reduced price to a wholesale shell egg customer rather than to sell them to a breaker. These surplus eggs had been in storage for periods of time ranging from 14 days to 40 or more days. Wasmund

referred to older eggs as "distressed eggs." He also said the only way he would not sell them to a wholesale shell egg customer was if the eggs were moldy. Then he would instruct defendant personnel to sell them to a breaker.

1) TG AD There were a number of ways that, under the direction and approval of Wasmund, defendant mislabeled older eggs with newer processing and expiration dates prior to shipping the eggs to customers in California, Arizona, and other states. Sometimes defendant personnel did not put any processing or corresponding expiration dates on the eggs when they were processed. The eggs would be kept in storage for several days and up to several weeks. Then, just prior to shipping the eggs, defendant personnel labeled the eggs with processing dates that were false in that the dates were more recent than the dates that the eggs had actually been processed and with corresponding false expiration dates. In other instances, defendant personnel re-labeled older eggs with processing dates that were false in that the dates were more recent than the dates that the eggs had actually been processed and with corresponding false expiration dates. Defendant personnel did this by removing the original labeling and affixing new, false labeling to the egg cases, and also by placing new, false labeling over existing labeling on the egg cases. In other instances, defendant personnel sent new labeling with processing dates that were false in that dates were more recent than the dates that the eggs had actually been processed and with corresponding false expiration dates with the drivers of the truck in which the eggs were shipped, so the wholesale customer could apply the new labeling at the destination. In addition, at the request of certain wholesale customers, defendant personnel printed new labeling with processing dates that were false in that dates were more recent than the dates that the eggs had actually been processed and with corresponding false expiration dates and sent false labeling to the wholesale customers so that older cases of eggs could be re-labeled to falsely indicate more-recent dates.

1) TG AD Through these mislabeling practices, defendant personnel, including Wasmund, intended to mislead, at least, state regulators and retail egg customers regarding the age of the eggs. These mislabeling practices had the effect of misleading state regulators and retail egg customer regarding the age of eggs. To date, the government's

investigation has revealed no evidence that Austin ("Jack") DeCoster and/or Peter DeCoster had knowledge of these mislabeling practices.

KTG AD In mislabeling eggs with false processing and corresponding expiration dates, Wasmund and other defendant personnel were each acting within their scope of their employment at defendant and were acting with intent to benefit defendant.

KTG AD As a result of the mislabeling of eggs with false processing and corresponding expiration dates as charged in Court 2 of the Information, Wasmund and other defendant personnel caused an actual, reasonably foreseeable pecuniary harm to retail egg customers exceeding \$400,000, but not exceeding \$1,000,000. The total number of retail egg customers who sustained a part of the actual pecuniary harm exceeded 250 persons.

KTG AD The government has investigated whether any persons became ill or otherwise sustained bodily injury as a result of ingesting eggs sold with false processing and corresponding expiration dates as charged in Court 2 of the Information. To date, the government's investigation has not identified any such persons.

Selling Contaminated Eggs

KTG AD Between about the beginning of 2010 and in or about August 2010, defendant introduced and caused to be introduced into interstate commerce food, that is shell eggs, that were adulterated. The shell eggs were adulterated in that they contained a poisonous and deleterious substance, that is, *Salmonella Enteriditis*, that may have rendered them injurious to health. Defendant produced, processed, held, and packed the contaminated eggs in Iowa and sold and caused the distribution of the eggs to buyers in states other than Iowa.

o) TKG AD To date, the government's investigation has not identified any personnel employed by or associated with defendant who had knowledge, during the time frame from January 2010 through August 12, 2010, that eggs sold by defendant were, in fact, contaminated with *Salmonella Enteriditis*.

SENTENCING PROVISIONS

10. TEAD Defendant understands and agrees to be sentenced based on facts to be found by the sentencing judge by a preponderance of the evidence and agrees facts essential to the punishment need not be (1) charged in the Information; (2) proven to a jury; or (3) proven beyond a reasonable doubt. Defendant agrees the Court will determine the appropriate sentence after considering a variety of factors, including: (1) the nature and circumstances of the offense and the history and characteristics of defendant; (2) the need for the sentence imposed to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense; (3) the need for the sentence to afford adequate deterrence to criminal conduct; (4) the need for the sentence to protect the public from further crimes of defendant; (5) the need to avoid unwarranted sentencing disparities among defendants with similar criminal records who have been found guilty of similar conduct; and (6) the need to provide restitution to any victims of the offense. Defendant understands the Court will also consider the kinds of sentence and the sentencing range established by the United States Sentencing Guidelines for the applicable category of offense(s) committed by defendant and will consider any pertinent policy statements issued as part of the Guidelines. The Court will consider relevant adjustments under the United States Sentencing Guidelines, which will include a review of such things as defendant's role in the offense, criminal history, acceptance or lack of acceptance of responsibility, and other considerations. The Court may also consider other information including any information concerning the background, character, and conduct of defendant.

11. TEAD During plea negotiations the parties may have discussed how various factors could impact the Court's sentencing decision and the determination of the advisory sentencing guidelines range. The parties agree, however, that discussions did not result in any express or implied promise or guarantee concerning the actual sentence to be imposed by the Court. Defendant understands the Court is not bound by the stipulations of the parties, nor is it bound by the sentencing range as determined pursuant to the sentencing guidelines. This plea agreement provides for no guarantee concerning the actual sentence to be imposed. Defendant further understands defendant will have no right to withdraw defendant's guilty plea if the sentence imposed is other than defendant hoped for or anticipated.

12. TEAD The parties stipulate and agree the United States Sentencing Guidelines should be applied as follows:

Counts 1 and 2

A. ~~TG~~ AD USSG §8C2.3(a) -- Offense Level

- Count 1 - Base (USSG §2C1.1) 12
- Count 1 - Multiple Bribes +2
- Count 1 - Value Receive (>\$10,000) +4
- Count 1 - Total Offense Level 18
- Count 2 - Base (USSG §2B1.1) 6
- Count 2 - Loss (>\$400,000; <\$1,000,000) +14
- Count 2 - Number of Victims (>250) +6
- Count 2 - Total Offense Level 26
- Group with Highest Offense Level (Count 2) 26
- Multiple Count/Group (§§3D1.4 and 8C2.3) 1
- Total Combined Offense Level 27

B. ~~TG~~ AD USSG §8C2.4(a)(1) -- Base Fine

- (USSG §8C2.4(d)) \$4,800,000

C. ~~TG~~ AD USSG §8C2.5 -- Culpability Score

- USSG §8C2.5(a) 5
- USSG §8C2.5(b)(4) +2
- USSG §8C2.5(g)(2) -2
- Total 5

D. ~~TG~~ AD USSG §8C2.6 -- Maximum and Minimum Multipliers

- Minimum 1.00
- Maximum 2.00

E. ~~TG~~ AD USSG §8C2.7 -- Guideline Fine Range - Count 2

- Minimum Fine \$4,800,000
- Maximum Fine \$9,600,000

Count 3

F. ~~TCAD~~ For Count 3, the parties agree the applicable guideline is
USSG §8C2.10.

13. ~~TCAD~~ The parties agree the appropriate fine to be imposed for Counts 1 and 2 of the Information, together, is \$6,690,000. The parties further agree that, for purposes of the maximum statutory fine under 18 U.S.C. § 3571(d), twice the gross gain resulting from the offense charged in Count 2 of the Information exceeds \$6,690,000. The parties further agree the appropriate fine to be imposed for Count 3 of the Information is \$100,000. In sum, the parties agree the total fine that should be imposed on all counts of conviction totals \$6,790,000. No later than July 9, 2014, defendant agrees to deposit \$1,100,000 with the Clerk of Court to be applied toward any fine imposed upon defendant at sentencing. No later than the close of business on the day prior to the date set for sentencing, defendant agrees to deposit an additional \$5,690,000 with the Clerk of the Court to be applied toward any fine imposed upon defendant at sentencing.

14. ~~TCAD~~ Defendant, defendant's attorney, and the United States may make whatever comment and evidentiary offer they deem appropriate at the time of the guilty plea, sentencing, or any other proceeding related to this case, so long as the offer or comment does not violate any other provision of this agreement. The parties are also free to provide all relevant information and controlling authority to the Probation Office and Court for use in preparing and litigating adjustments, enhancements, or departures scored in the presentence report.

15. ~~TCAD~~ The parties are free to contest or defend any ruling of the Court, unless otherwise limited by this agreement, on appeal or in any other post-conviction proceeding.

16. ~~TCAD~~ Defendant understands that, pursuant to the Victim and Witness Protection Act, Title I of the Justice for All Act, and the regulations promulgated under the Act by the Attorney General of the United States:

- A. The victim of a crime is given the opportunity to comment on the offense and make recommendations regarding the sentence to be imposed. Defendant understands the victim's comments and recommendations may be different from those of the parties to this agreement.

- B. The government is required to consult with victims of serious crimes to obtain their views regarding the appropriate disposition of the case against defendant and to make any such information regarding sentencing known to the Court. Defendant understands any victim's opinions and recommendations may be different from those presented by the government.
- C. The government is required to "fully advocate the rights of victims on the issue of restitution unless such advocacy would unduly complicate the sentencing proceeding," and the Court is authorized to order restitution by defendant to victims of crime, including, but not limited to, restitution for property loss, personal injury, or death.

CONDITIONS OF SUPERVISION

17. TEAD The parties are free to seek whatever conditions of probation they deem appropriate.

FINANCIAL MATTERS

18. TEAD Defendant agrees to pay a special assessment of \$925 as required by 18 U.S.C. § 3013. Defendant may pay the special assessment to the Clerk of Court by credit card or use the enclosed payment coupon. Defendant or defendant's representative will send or deliver the special assessment payment to the U.S. District Clerk of Court, 320 Sixth Street, Room 301, Sioux City, Iowa 51101. If defendant does not pay the Clerk of Court by credit card, payment must be in the form of a money order made out to the "U.S. District Clerk of Court." The special assessment must be paid before this signed agreement is returned to the U.S. Attorney's Office.

19. TEAD Defendant understands the Court may order defendant to pay restitution to all identifiable victims of the offense(s) to which defendant is pleading guilty. Defendant agrees to cooperate in the investigation of the amount of loss and the identification of victims. Any restitution obligation should be paid to the Clerk of Court for eventual disbursement. Complete restitution shall be due and payable at or before the time of sentencing. Defendant agrees to cooperate in efforts to collect the restitution obligation, by any means the United States deems appropriate. Defendant understands imposition or payment of restitution will not restrict or preclude the filing of any civil suit or administrative action. Defendant agrees any restitution imposed will be non-dischargeable in any bankruptcy

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proceeding and defendant will not seek a discharge or a finding of dischargeability as to the restitution obligation. If the Court finds restitution appropriate under Count 3 of the Information, and if the Court further finds that defendant or its guarantor(s) have sufficient funds immediately available to pay any such restitution obligation, the government will leave to the Court's discretion whether to apportion such liability solely against defendant consistent with 18 U.S.C. § 3664(h). Defendant agrees that, under such circumstances, the Court may so apportion any such liability.

20. TCAD Defendant agrees to fully and truthfully complete the enclosed financial statement form. Further, upon request, defendant agrees to provide the U.S. Attorney's Office with any information or documentation in defendant's possession or control regarding defendant's financial affairs and agrees to submit to a debtor's examination when requested. Defendant agrees to provide this information whenever requested until such time any judgment or claim against defendant, including principal and interest, is satisfied in full. This information will be used to evaluate defendant's capacity to pay any claim or judgment against defendant.

FORFEITURE

21. TCAD Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, defendant agrees to forfeit, give up, and give away to the United States, or any law enforcement agency designated by the United States, prior to the date of sentencing herein, the amount of \$10,000, representing proceeds of the offense of bribery charged in Count 1 of the Information in this matter.

22. TCAD By this agreement defendant not only agrees to forfeit all interests in the property referred to in the above paragraphs, but agrees to take whatever steps are necessary to convey any and all of defendant's right, title, and interest in such property to the United States. These steps include, but are not limited to, the signing of a consent decree, the signing of abandonment papers, the signing of a stipulation of facts regarding the transfer and basis for the forfeiture, and the signing any other documents necessary to effectuate such transfers.

23. TCAD Defendant agrees not to contest any forfeiture action or proceeding brought on behalf of any government agency involved in this investigation that seeks to forfeit property described in the above paragraphs.

GENERAL MATTERS

24. TEAD Defendant shall not violate any local, state, or federal law during the pendency of this agreement. Any law violation, with the exception of speeding or parking violations, committed by defendant will constitute a breach of this agreement and may result in the revocation of the entire agreement or any of its terms.

25. TEAD If the defendant violates any term or condition of this plea agreement, in any respect, the entire agreement will be deemed to have been breached and may be rendered null and void by the United States. The defendant understands, however, that the government may elect to proceed with the guilty plea and sentencing. These decisions shall be in the sole discretion of the United States. If the defendant does breach this agreement, the United States will be released from any obligations, agreements or restrictions imposed upon it under this plea agreement.

26. TEAD Defendant waives all claims defendant may have based upon the statute of limitations, the Speedy Trial Act, and the speedy trial provisions of the Sixth Amendment to the Constitution. Defendant also agrees any delay between the signing of this agreement and the final disposition of this case constitutes excludable time under 18 U.S.C. § 3161 *et seq.* (the Speedy Trial Act) and related provisions.

27. TEAD Any dismissal of counts or agreement to forego filing charges is conditional upon final resolution of this matter. If this agreement is revoked or defendant's conviction is ultimately overturned, the United States retains the right to reinstate previously dismissed counts and to file charges that were not filed because of this agreement. Dismissed counts may be reinstated and uncharged offenses may be filed if: (1) the plea agreement is revoked, or (2) defendant successfully challenges defendant's conviction through a final order in any appeal, cross-appeal, habeas corpus action, or other post-conviction relief matter. A final order is an order not subject to further review or an order that no party challenges. The United States may reinstate any dismissed counts or file any uncharged offenses within 90 days of the filing date of the final order. Defendant waives all constitutional and statutory speedy trial rights defendant may have. Defendant also waives all statute of limitations or other objections or defenses defendant may have related to the timing or timeliness of the filing or prosecution of charges referred to in this paragraph.

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ACKNOWLEDGMENT OF DEFENDANT'S UNDERSTANDING

28. TAG The undersigned authorized representative of the defendant acknowledges that he has read each of the provisions of the entire plea agreement with the assistance of counsel and understands its provisions. Defendant's authorized representative has discussed the case and defendant's constitutional and other rights with defendant's attorney. The defendant understands that by entering a plea of guilty defendant will be giving up the right to plead not guilty; to trial by jury; to confront, cross-examine and compel the attendance of witnesses; to present evidence in defendant's defense; to try to suppress or exclude evidence; to be presumed innocent until proven guilty beyond a reasonable doubt; and to raise any other challenges to the prosecution which are not jurisdictional.

VERIFICATION

29. TAG This letter constitutes the entire agreement between the parties. No other promises of any kind, express or implied, have been made to defendant by the United States or its agents. No additional agreement may be entered into unless in writing and signed by all parties. The agreement will not be deemed to be valid unless and until all signatures appear where indicated below.

If this agreement is acceptable, please have your client's authorized representative initial the line preceding each of the above paragraphs and sign below where indicated. By initialing before each paragraph above and by the signatures below, defendant's authorized representative acknowledges reading the agreement and fully understanding and agreeing to each paragraph of this agreement on behalf of defendant. By signing this agreement, you, as defendant's attorney, represent that your client understands and accepts all the terms of this plea agreement.

Enclosed are a Waiver of Indictment, the Information, and Consent to Proceed Before a United States Magistrate. After the signed waiver and consent are returned, they will be filed with the Information. The government will ask the Court to schedule a guilty plea hearing. The Information is your file copy.

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Finally, please remember to pay the special assessment as agreed above.

Thank you for your cooperation.

Sincerely,

KEVIN W. TECHAU
United States Attorney

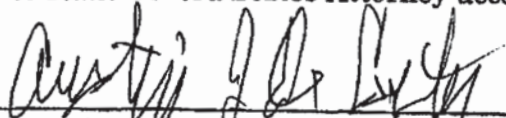
By, s/Peter Deegan

PETER E. DEEGAN, JR.
Assistant United States Attorney

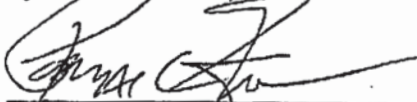
ENCLOSURES:

Financial Statement Form
Special Assessment Payment Coupon
Waiver of Indictment
Copy of Proposed Information
Consent to Proceed Before Magistrate Judge

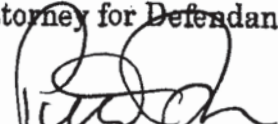
The undersigned authorized representative of the defendant, with advice of counsel, accepts the terms of this plea agreement on behalf of defendant. The undersigned Assistant United States Attorney accepts the terms of the executed plea agreement.

 4/24/2014

Authorized Representative of Date
QUALITY EGG, LLC

 4/21/2014

THOMAS GREEN, ESQ. Date
Attorney for Defendant

 4/28/14

PETER E. DEEGAN, JR. Date
Assistant United States Attorney