

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

FILED  
U.S. DISTRICT COURT  
DISTRICT OF NEBRASKA  
10 JAN 25 AM 11:58  
OFFICE OF THE CLERK

UNITED STATES OF AMERICA,	)	8:09CR 459
	)	
Plaintiff,	)	
	)	PLEA AGREEMENT
vs.	)	
	)	
ROBB FEEDYARD, INC.	)	
	)	
Defendant.	)	

The United States of America, by and through the United States Attorney for the District of Nebraska, the State of Nebraska, by and through the Attorney General for the State of Nebraska, and the defendant, Robb Feedyard, Inc., by and through its attorneys, Stephen D. Mossman and Clarence E. Mock, pursuant to Rule 11(c) of the Federal Rules of Criminal Procedure, agree as follows:

1. Robb Feedyard, Inc. agrees to plead guilty to a criminal Information that charges the defendant with negligently causing a discharge of livestock waste in violation of the Clean Water Act under Title 33, United States Code, Section 1319(c)(1)(A).
2. The defendant understands that the United States Sentencing Guidelines, which might normally govern this case, do not apply to the imposition of fines for organizations for environmental crimes. See U.S.S.G. § 8C2.1 (Commentary-Background). The maximum amount of the fine to be imposed for this criminal violation is a fine of \$200,000 (18 U.S.C. §3571(c)(5)). The defendant understands that it is subject to a mandatory special assessment of \$125.

3. If acceptable to the Court, the defendant and the United States will waive the Presentence Investigation Report pursuant to Rule 32(c)(1) of the Federal Rules of Criminal Procedure and ask that the defendant be sentenced at the time the plea is entered.

4. The United States and Robb Feedyard, Inc. jointly recommend that the Court:

(1) Order that, immediately upon sentencing, defendant shall pay a fine in this case totaling \$75,000.

(2) Place Robb Feedyard, Inc. on probation for a period of two years under the following terms and conditions:

(a) Robb Feedyard, Inc. will continue to work with the Nebraska Department of Environmental Quality ("NDEQ") to ensure that no more discharges occur into the Platte River. The United States Probation Office, alone or in conjunction with NDEQ, may monitor discharges and compliance with the permit. The facility inspectors, the Probation Office and NDEQ will have unfettered access to the Feed Yard to insure compliance.

(b) Robb Feedyard, Inc. will enter into a consent decree with the State of Nebraska. As part of the decree Robb Feedyard, Inc. will pay a civil penalty of \$15,000. An additional civil penalty of \$20,000 will be deferred and ultimately remitted or waived provided that Robb Feedyard, Inc. remains in compliance with all applicable federal and state laws, rules and regulations relating to the operation of a CAFO during the period of probation.

(c) Robb Feedyard, Inc. will make a Twenty Thousand Dollar (\$20,000) contribution to the Nebraska Attorney General's Environmental Protection Fund. The contribution is to be made at the time of sentencing and may not be carried as a deductible contribution for tax purposes.

5. Robb Feedyard, Inc. agrees to pay, upon sentencing, the special assessment of \$125 due under Title 18, United States Code, Section 3013.

6. In exchange for the agreements made by Robb Feedyard, Inc. and enumerated herein, the United States agrees not to further prosecute the defendant, or any of the defendant's officers, directors, shareholders, or employees, for criminal environmental offenses related to the offenses charged in the Information. This agreement binds only the United States Attorney's Office for the District of Nebraska and the Nebraska Attorney General's Office.

7. The United States and Robb Feedyard, Inc. agree that the terms and conditions outlined in this Plea Agreement provide an appropriate disposition of this case. If the Court rejects this Plea Agreement or any material provision of the Plea Agreement, the parties shall be released from their obligations under this Plea Agreement and it shall be null and void.

8. In the event the Court accepts and implements this Plea Agreement in its entirety, Robb Feedyard, Inc. expressly waives all defenses or objections to the Information and reserves no future defenses or rights to appeal any decision of the Court.


9. A corporate representative with authority to bind the corporation will appear on behalf of Robb Feedyard, Inc. to enter the guilty plea and for the imposition of the sentence in the United States District Court for the District of Nebraska.

10. The parties agree that the allegations set forth in the Information constitute the factual basis for the plea pursuant to Rule 11(b)(3) of the Federal Rules of Criminal Procedure.


11. This agreement applies only to criminal prosecution. Nothing in this agreement shall be construed to limit any federal, state, or local civil or administrative action.

12. No promises, agreements, or conditions have been entered into other than those set forth in this Plea Agreement and none will be entered into unless in writing and signed by all parties.


1/25/10  
Date

  
MICHAEL P. NORRIS  
Assistant United States Attorney

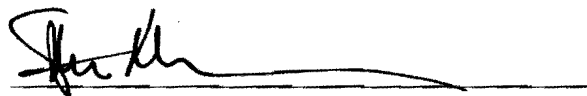
January 22, 2010  
Date

  
KEVIN GRIESS  
Attorney General's Office

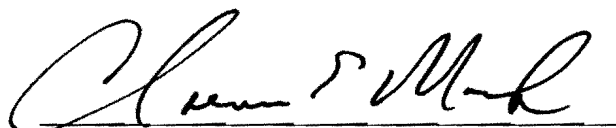
January 27 2010  
Date

  
GREGORY ROBB  
Director, Robb Feedyard, Inc.

January 22, 2010  
Date

  
STEPHEN D. MOSSMAN  
Attorney for Robb Feedyard, Inc.

1-27-10  
Date

  
CLARENCE E. MOCK  
Attorney for Robb Feedyard, Inc.