

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS  
PEORIA DIVISION

**FILED**

OCT 21 2022

CLERK OF COURT  
U.S. DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
)  
v. )  
)  
RAVI KUMAR CHERMALA, )  
)  
Defendant. )  
)

Case No. 22-10032

PLEA AGREEMENT AND STIPULATION OF FACTS

Pursuant to Rule 11(c)(1)(A) and (B) of the Federal Rules of Criminal Procedure, Gregory K. Harris, United States Attorney for the Central District of Illinois, Katherine G. Legge, Assistant United States Attorney, Cody Matthew Herche, Trial Attorney, and James Nelson, Senior Trial Attorney, United States Department of Justice, Consumer Protection Branch, and the defendant, Ravi Kumar Chermala, personally and by the defendant's attorney, Michael Kim Krouse, have agreed upon the following:

SCOPE

1. This document contains the complete and only plea agreement (hereafter, "Agreement") between the United States Attorney for the Central District of Illinois and United States Department of Justice, Consumer Protection Branch, and the defendant. This agreement supersedes and replaces any and all prior formal and informal, written and oral, express and implied, plea agreements

between the parties. No other agreement, understanding, promise, or condition between the United States Attorney for the Central District of Illinois and United States Department of Justice, Consumer Protection Branch, and the defendant exists, except as set forth in this plea agreement.

2. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim. The obligations of this Agreement are limited to the United States Attorney for the Central District of Illinois and United States Department of Justice, Consumer Protection Branch, and cannot bind any other federal, state, or local prosecuting, administrative or regulatory authorities, except as expressly set forth in this Agreement.

#### THE PLEA

3. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), the defendant will enter a plea of guilty to a three-count Information, in which the defendant is charged with Introduction of Adulterated Food into Interstate Commerce, in violation of Title 21, United States Code, Sections 331(a) and 333(a)(1). Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), if the Court does not accept the recommendations of the parties as set forth below, the defendant understands that he does not have the right to withdraw his plea of guilty.

ELEMENTS OF THE CHARGE

4. The defendant has personally read the charge to which the defendant is pleading guilty, and the charge has been explained to the defendant by the defendant's attorney. Furthermore, the defendant fully understands the nature and elements of the crime to which he is pleading guilty.

5. The charge of Introduction of Adulterated Food into Interstate Commerce, in violation of Title 21, United States Code, Sections 331(a) and 333(a)(1), has the following elements, each of which the United States must prove beyond a reasonable doubt:

First. That the substance was an adulterated food; and

Second. That a person caused the introduction of, or delivered for introduction, into interstate commerce adulterated food.

POTENTIAL PENALTIES

6. Each charge of Introduction of Adulterated Food into Interstate Commerce, in violation of Title 21, United States Code, Sections 331(a) and 333(a)(1), has the following potential penalties:

- a. up to one (1) year imprisonment;
- b. a fine of no more than \$1,000;
- c. not more than one (1) year supervised release;
- d. not less than one (1) year and no more than five (5) years probation; and
- e. a special assessment of \$25.

7. The defendant further understands that upon violation of any of the terms of the defendant's supervised release, the supervised release may be revoked and the defendant may be imprisoned for all or part of the supervised release period without credit for time previously served.

8. The defendant agrees to pay the mandatory special assessment at the time of sentencing in a payment acceptable to the Clerk of the United States District Court, and further understands that the defendant will be required to do so as a condition of this Agreement. Failure to comply with this requirement, however, will not constitute grounds for the defendant to withdraw the defendant's plea of guilty.

WAIVER OF RIGHTS TO APPEAL AND COLLATERAL ATTACK

9. The defendant is aware that Title 18 and Title 28 of the United States Code afford him rights to challenge his conviction and sentence through an appeal and through a collateral attack. The defendant and his attorney have discussed the defendant's appeal and collateral attack rights, and the defendant understands those rights.

10. Except as otherwise specified in this plea agreement, in exchange for the United States' recommendations and/or concessions in this agreement, the defendant waives all rights to appeal and/or collaterally attack his conviction and sentence. The term "sentence" means any term of imprisonment, term of supervised release, term of probation, supervised release condition, fine, forfeiture

order, and/or restitution order and includes the manner and/or method the district court uses to determine, impose, announce, and/or record the sentence.

11. The defendant's waiver of appeal and collateral attack rights includes, but is not limited to, the waiver of the right to bring any claim that (A) the statute(s) under which the defendant is convicted or sentenced is unconstitutional, and/or (B) the conduct to which the defendant has admitted does not fall within the scope of the statute(s).

12. The defendant's waiver of appeal and collateral attack rights does not apply to a claim that the defendant received ineffective assistance of counsel.

13. The defendant understands that, although he is permitted to raise an excepted claim on appeal and collateral attack, he does not have the right to bring a legally or factually frivolous claim.

14. The defendant further understands that if he successfully challenges this plea agreement on appeal or collateral attack, the agreement will be canceled. In such an event, both the defendant and the United States will be released from their obligations under this agreement, and any benefits the defendant has received or anticipates receiving under this agreement will be canceled.

15. That the defendant is permitted to raise an excepted claim on appeal and collateral attack does not prevent the government from raising any applicable defense to such a claim.

ADVISORY SENTENCING GUIDELINES

16. The defendant understands that the Court will calculate the defendant's offense level and criminal history category under the United States Sentencing Guidelines, and that the Court will use those calculations to arrive at an advisory sentencing range under the Guidelines. The defendant understands that the Court must consider the advisory Sentencing Guideline range when imposing sentence. The Court shall also consider the other factors listed under Title 18, United States Code, Section 3553(a) in determining the specific sentence to be imposed.

17. The defendant understands that, while the United States Sentencing Guidelines are not binding upon the Court, the Court is required to consider the Sentencing Guidelines in imposing sentence, and that, even though not required to do so, the Court may choose to impose a sentence in accordance with the Sentencing Guidelines.

18. Based on the information currently available, the defendant and the United States agree on the following points regarding the application of the Sentencing Guidelines to the offense to which the defendant is pleading guilty:

a. The parties agree that the base offense level is 6, pursuant to Guideline Sections 2N2.1 and 3D1.2.

b. The parties agree, based upon facts currently known by the United States, that the defendant has clearly demonstrated a recognition and

affirmative acceptance of personal responsibility for the defendant's criminal conduct in accordance with Section 3E1.1 of the Sentencing Guidelines and, therefore, a two-level reduction in the offense level is appropriate. Acceptance of personal responsibility shall include cooperating fully with the United States Probation Office in the preparation of a presentence report and not committing any bond violations while on pretrial release, including but not limited to the commission of any local, state or federal offenses. This agreement does not preclude the United States from changing its position if new evidence to the contrary is discovered or if the defendant later demonstrates a lack of acceptance of personal responsibility for the defendant's criminal conduct.

c. The parties also agree that with regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

19. Therefore, based on the facts now known to the United States, the anticipated offense level would be 4 which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 0 to 6 months imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

20. The defendant and the United States agree that the above statements regarding Sentencing Guidelines are not binding on the Court, and relate only to

the positions the parties take regarding the applicable advisory Sentencing Guideline range based upon the information of which they are currently aware. The Court will remain free to make its own independent determination of the applicable advisory Sentencing Guideline range and to impose whatever sentence it deems appropriate. The defendant and the United States agree that if the sentence imposed by the Court falls within the applicable advisory Sentencing Guidelines range, such a sentence is reasonable.

21. The defendant agrees that at the time of sentencing, the Court will not be bound by any recommendation made by any party, and that the Court will be free to impose whatever sentence it deems appropriate up to the statutory maximum. The defendant agrees and understands that the defendant will not be allowed to withdraw the defendant's guilty plea because of an objection to the calculation of the Sentencing Guidelines, or to the Court's sentencing findings or rulings, or because the defendant receives a sentence higher than that recommended under the plea agreement.

#### IMMIGRATION STATUS

22. The defendant recognizes that pleading guilty may have consequences with respect to immigration status if the defendant is not a citizen of the United States. Under federal law, a broad range of crimes may trigger additional immigration consequences, including, but not limited to (1) removal from the United States; (2) the denial of the ability to obtain United States



citizenship in the future; and/or (3) the denial of future admission to the United States. Removal, deportation, and/or other immigration consequences are the subject of a separate proceeding. The defendant understands and acknowledges that no one, including defense counsel and the Court, can predict the effect of the entry of a conviction under this Agreement on the defendant's immigration status.

23. Regardless of the possible effect on the defendant's immigration status, the defendant understands and desires to plead guilty pursuant to this Agreement, even if the consequence is automatic removal and exclusion from the United States. The defendant understands and agrees that any unanticipated collateral consequences as a result of a conviction under this Agreement, including but not limited to removal or deportation, will not give the defendant any right to withdraw this guilty plea.

#### COOPERATION BY THE DEFENDANT

24. As a condition of this entire Plea Agreement, the defendant will cooperate fully with law enforcement officials. All information and testimony given by the defendant must at all times be complete and truthful. This means, for instance, that the defendant must neither minimize the defendant's own actions nor fabricate or exaggerate anyone else's actions or involvement. The defendant's status does not hinge upon obtaining a conviction against anyone else;

it is dependent solely upon the defendant being truthful about the facts whatever those may be.

25. The defendant agrees that if the defendant violates the above cooperation terms, the United States will be completely released from all of its obligations under this Plea Agreement. The defendant agrees, however, that under such a circumstance the defendant will not be allowed to withdraw from any previously accepted guilty plea.

26. The United States reserves the right, in its sole discretion, to make a motion at the time of sentencing for a downward deviation from the sentencing guideline range pursuant to Section 5K1.1 of the Sentencing Guidelines and/or from any mandatory minimum sentence pursuant to Title 18 United States Code, Section 3553(e) if the defendant provides substantial assistance in the investigation or prosecution of other criminal offenses. If the defendant provides substantial assistance in the investigation or prosecution of other criminal offenses, but the defendant's cooperation is not complete at the time of sentencing, the United States reserves the right, in its sole discretion, to refrain from making a motion pursuant to U.S.S.G. §5K1.1 and 18 U.S.C. § 3553(e) at the sentencing and instead to make a motion, after the defendant's cooperation is complete, for a deviation from the sentencing guideline range pursuant to Federal Rule of Criminal Procedure 35(b). The defendant understands that it is the policy of the United States to make a motion under either U.S.S.G. §5K1.1 or Federal Rule of Criminal

Procedure 35(b), but not both. The extent of any such recommended deviation will depend solely upon the United States' evaluation of the nature, extent, and value of the defendant's assistance, including the defendant's truthfulness.

27. The defendant and the defendant's attorney acknowledge that they have reviewed, and the defendant understands, the possible application of Title 18, United States Code, Section 3553(e), United States Sentencing Guidelines §5K1.1, and Federal Rule of Criminal Procedure 35(b). They further acknowledge, consistent with Application Note 3 to §5K1.1, that the United States is in the best position to assess the value of the defendant's cooperation to the United States and its law enforcement efforts. In return for receiving the opportunity to cooperate with the government and for the opportunity to be considered by the government for a motion and recommendation for a downward deviation pursuant to Title 18, United States Code, Section 3553(e) and/or U.S.S.G. §5K1.1, the defendant and his attorney agree to limit any argument regarding the extent of a downward deviation for substantial assistance to only those grounds specifically set forth in Title 18, United States Code, Section 3553(e) and/or U.S.S.G. §5K1.1 and its application notes.

28. The defendant agrees to waive any rights the defendant may have under the Speedy Trial Act, and the defendant understands that the defendant's sentencing may be delayed until the defendant's cooperation has been completed so that the sentencing Court will have the benefit of all relevant information.

FOIA WAIVER

29. The defendant waives all rights to obtain, directly or through others, information about the investigation and prosecution of this case under the Freedom of Information Act and the Privacy Act of 1974, 5 U.S.C. Sections 552, 552A.

THE UNITED STATES ATTORNEY'S  
AND DEPARTMENT OF JUSTICE'S OBLIGATIONS

30. The United States Attorney for the Central District of Illinois and Department of Justice, Consumer Protection Branch, agree to bring no additional criminal charges in the Central District of Illinois against the defendant relating to or arising from the offense charged in the Information, except for any crime of violence and any crime unknown to the United States Attorney for the Central District of Illinois or Department of Justice, Consumer Protection Branch prior to the time this plea agreement is signed by the parties.

31. The United States agrees that at the time of sentencing it will fully inform the Court of the nature, extent, and value of any cooperation rendered by the defendant.

STIPULATION OF FACTS

32. The defendant will plead guilty because the defendant is in fact guilty of the charges contained in Counts One, Two, and Three of the Information. In pleading guilty to the charges, the defendant stipulates to and admits to the

following factual basis, which is not intended to be a complete description of the offense or the Defendant's involvement in it, but rather is sufficient for satisfying the requirements of Federal Rule of Criminal Procedure 11(b)(3):

Ravi Chermala admits and agrees that beginning in or around June 2016, in the Peoria Division of the Central District of Illinois and elsewhere, he did cause the shipment of adulterated food, namely boxed breakfast cereal marketed as Kellogg's Honey Smacks, in interstate commerce, in violation of 21 U.S.C. §§ 331(a) and 333(a)(1).

Specifically, beginning in or around June 2016 and continuing through June 2018, Chermala, after learning about insanitary conditions at Kerry Inc.'s ("Kerry") food processing facility in Gridley, Illinois, directed subordinates at Kerry to not report certain positive environmental pathogen tests to the customer for which Kerry manufactured the cereal, Kellogg's, and to communicate statements to Kellogg's that prevented Kellogg's from learning of the insanitary conditions. At Chermala's direction, subordinates at the Gridley Facility characterized several positive environmental pathogen test results as not related to food safety and represented that the Gridley Facility was communicating to Kellogg's all positive environmental pathogen tests. At Chermala's direction, Kerry reported only approximately 10 percent of the Gridley Facility's positive environmental pathogen tests to Kellogg's between June 2016 and June 2018. In addition, Chermala also directed subordinates at the Gridley Facility to alter the plant's

program for monitoring for the presence of pathogens in the plant, limiting the Gridley Facility's ability to accurately detect insanitary conditions. Chermala directed subordinates at the Gridley Facility to manipulate the designation of "zones" or characterizations of locations in the plant to be tested to mask insanitary conditions, cancel additional testing that would confirm positive environmental pathogen results, and withhold data about pathogens in the plant from Kellogg's. This course of conduct provided to Kellogg's an inaccurate representation of the insanitary conditions at the Gridley Facility.

On or about January 31, 2018, at Chermala's direction, a Kerry employee emailed Kellogg's reporting a positive environmental pathogen test in the plant and stating that the positive presented "no food safety risk." On February 1, 2018, Kerry shipped Honey Smacks manufactured at the Gridley Facility.

On or about April 17, 2018, at Chermala's direction, a Kerry employee emailed Kellogg's reporting a positive environmental pathogen test in the plant and stating that the positive presented "no food safety risk." On April 19, 2018, Kerry shipped Honey Smacks manufactured at the Gridley Facility.

On or about May 29, 2018, Chermala wrote an email to Kellogg's reporting positive environmental pathogen tests in the plant and stating that Kerry suspected that the root cause was related to "traffic" at the plant. Chermala did not report more than 100 positive environmental pathogen results that Kerry had

received. Kerry continued to ship Honey Smacks manufactured at the Gridley Facility following this email and other statements discussed above.

On June 14, 2018, the Centers for Disease Control and Prevention ("CDC") reported that between March 3, 2018 to August 7, 2018, 130 people in 36 states were sickened from *Salmonella* Mbandaka infections after eating Honey Smacks. The CDC stated that the illnesses were epidemiologically traced to Honey Smacks. All Honey Smacks sold in the United States between June 2016 and June 2018, were produced at the Gridley Facility. On June 14, 2018, Kellogg's issued a nationwide recall for all Honey Smacks produced in the previous year.

Chermala's conduct described above was in the course and scope of his employment at Kerry and done in part to benefit the corporation.

Chermala agrees that he committed all the essential elements of the offense. This factual basis is not intended to be a complete accounting of all the facts and events related to the offense charged in this case. The limited purpose of this statement of facts is to demonstrate that a factual basis exists to support the defendant's guilty plea to Counts One, Two, and Three of the Information.

#### VIOLATION OF AGREEMENT BY DEFENDANT

33. The defendant further agrees that if the defendant violates the terms of this plea agreement the United States has the option to declare the plea agreement null and void. In the event the United States exercises its option to declare the plea agreement null and void, the United States will be completely

released from all of its obligations under this plea agreement and the United States will be free to file additional charges against the defendant. In the event, however, the United States exercises its option to declare the plea agreement null and void, the defendant will not be allowed to withdraw from any previously accepted guilty plea.

34. The defendant also agrees to waive any and all double jeopardy rights and the applicable statute of limitations should the United States decide to reinstate any charges against the defendant after a violation of this Agreement. The defendant agrees, however, that under such a circumstance the defendant will not be allowed to withdraw any previously accepted guilty plea.

35. Whether or not the defendant has violated the terms of the plea agreement shall be determined by the Court. The burden of proof shall rest with the United States to establish by a preponderance of the evidence that the defendant violated the terms of the plea agreement.

ACKNOWLEDGMENTS OF DEFENDANT AND DEFENSE COUNSEL

36. The defendant and the defendant's attorney acknowledge that they have reviewed and defendant understands the possible application of Sentencing Guidelines §1B1.3 (Relevant Conduct) and §1B1.4 (Information to be Used in Imposing Sentence).

37. The defendant understands that by entering a Plea of Guilty, the defendant is waiving certain of the defendant's rights. Specifically, the defendant



understands that by pleading guilty the defendant is waiving the following rights, among others:

a. The right to plead not guilty or persist in the plea of not guilty if already made. If the defendant persisted in a plea of not guilty to the charges the defendant would have the right to a public and speedy trial.

b. The right to a trial by jury. The defendant has an absolute right to a jury trial. The jury would be composed of twelve persons selected at random. The jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that the defendant is presumed innocent, and that it could not convict the defendant unless, after hearing all the evidence, it was persuaded that the United States had met its burden of proving the defendant guilty beyond a reasonable doubt. The defendant could also ask for a trial by the Judge instead of a trial by a jury.

c. The right to the assistance of counsel at trial. The defendant has the right to be represented by an attorney at every stage of the proceedings, including trial. If the Court finds the defendant is unable to afford an attorney, one will be appointed to represent the defendant at no cost to the defendant. By entering a guilty plea pursuant to this Agreement, the defendant will not be represented by counsel at a trial on these charges since there will be no trial.

d. The right to confront and cross-examine adverse witnesses. At a trial, the United States would be required to present its witnesses and other

evidence against the defendant. The defendant would be able to see and hear those government witnesses and the defendant's attorney would be able to cross-examine them. In turn, the defendant's counsel could present witnesses and other evidence on the defendant's behalf. If the witnesses for the defendant refused to appear voluntarily, their attendance could be required through the subpoena power of the court.

e. The right against compelled self-incrimination. At a trial, the defendant would have a privilege against self-incrimination so that the defendant could decline to testify, and no inference of guilt could be drawn from the defendant's refusal to testify. If the defendant desired to do so, the defendant could testify on the defendant's own behalf.

38. The defendant understands that by pleading guilty the defendant is waiving all the rights set forth in the prior paragraphs. The defendant's attorney has explained to the defendant those rights and the consequences of the waiver of those rights.

**AGREED:**

**Defendant's Attorney:**

39. I have read this Agreement and discussed it fully with my client, and I am satisfied that my client fully understands its contents and terms. It accurately and completely sets forth the entire Agreement. I concur in the guilty plea as set forth in this Agreement. No threats, promises, or representations have been made, nor agreements reached, express or implied, to induce my client to plead guilty other than those stated in this written Plea Agreement.

Date: 8/1/2022

*Michael K. Krouse*

\_\_\_\_\_  
Michael Kim Krouse  
Attorney for Ravi Chermala

**Defendant:**

40. I have read this entire Agreement carefully and have discussed it fully with my attorney. I fully understand this agreement and accept and agree to it without reservation, including the paragraphs labeled "Waiver of Rights to Appeal and Collateral Attack." I am entering into this Agreement voluntarily and of my own free will in order to gain the benefit of the promises made by the United States.

I am pleading guilty because I am in fact guilty, and I agree that the facts stated in this Agreement about my criminal conduct are true. No threats, promises, or commitments have been made to me or to anyone else, and no agreements have been reached, express or implied, to influence me to plead guilty other than those stated in this written Agreement, nor am I under the influence of anything that could impede my ability to understand fully this Agreement. I am satisfied with the legal services provided by my attorney in connection with this case, this Agreement and matters related to it. I further understand that by signing below I am stating I agree with everything stated in this section of the Agreement and I am accepting and entering into this Agreement in its entirety.

I hereby reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this Agreement.

Date: 08/01/2022

*Ravi Chermala*

\_\_\_\_\_  
Ravi Chermala  
Defendant

**United States:**

42. On behalf of the United States of America, I accept and agree to this

Plea Agreement.

Date: 8/2/2022



By: \_\_\_\_\_  
Katherine G. Legge  
Assistant United States Attorney  
United States Attorney's Office  
Central District of Illinois  
Peoria Division

Date: 8/3/2022

By: Cody Herche  
Cody Matthew Herche  
Trial Attorney  
James T. Nelson  
Senior Trial Attorney  
United States Department of Justice  
Consumer Protection Branch