



U.S. Department of Justice

*United States Attorney
District of New Jersey*

970 Broad Street, 7th floor
Newark, New Jersey 07102

973-645-2700

KPO/PL AGR
2010R01104

December 6, 2013

William J. Hughes, Esq.
Cooper Levenson
1125 Atlantic Avenue
Atlantic City, New Jersey 08401

Re: Plea Agreement with Christopher Byers

Dear Mr. Hughes:

This letter sets forth the plea agreement between your client, Christopher Byers, and the United States Attorney for the District of New Jersey ("this Office").

Charge

Conditioned on the understandings specified below, this Office will accept a guilty plea from Christopher Byers to a one-count information, which charges conspiracy to violate the false records provision of the Lacey Act and to obstruct justice, contrary to 16 U.S.C. §§ 3372(d)(2) and 3373(d)(3)(A)(ii) and 18 U.S.C. § 1519, in violation of 18 U.S.C. § 371. If Christopher Byers enters a guilty plea and is sentenced on this charge, and otherwise fully complies with all of the terms of this agreement, this Office will not initiate any further criminal charges against Christopher Byers for conspiring to falsify, and falsifying, Fishing Vessel Trip Reports, which were submitted to the National Oceanic and Atmospheric Administration of the Department of Commerce ("NOAA") from in or about March 2007 through in or about March 2008, and

for conspiring to make false statements, and making false statements, to NOAA, in or about March 2008. However, in the event that a guilty plea in this matter is not entered for any reason or the judgment of conviction entered as a result of this guilty plea does not remain in full force and effect, defendant agrees that any dismissed charges and any other charges that are not time-barred by the applicable statute of limitations on the date this agreement is signed by Christopher Byers may be commenced against him, notwithstanding the expiration of the limitations period after Christopher Byers signs the agreement.

Sentencing

The violation of 18 U.S.C. § 371 to which Christopher Byers agrees to plead guilty carries a statutory maximum prison sentence of five years, and a statutory maximum fine equal to the greatest of: (1) \$250,000; (2) twice the gross amount of any pecuniary gain that any persons derived from the offense; or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense. Fines imposed by the sentencing judge may be subject to the payment of interest.

The sentence to be imposed upon Christopher Byers is within the sole discretion of the sentencing judge, subject to the provisions of the Sentencing Reform Act, 18 U.S.C. § 3551-3742, and the sentencing judge's consideration of the United States Sentencing Guidelines. The United States Sentencing Guidelines are advisory, not mandatory. The sentencing judge may impose any reasonable sentence up to and including the statutory maximum term of imprisonment and the maximum statutory fine. This Office cannot and does not make any representation or promise as to what guideline range may be found by the sentencing judge, or as to what sentence Christopher Byers ultimately will receive.

Further, in addition to imposing any other penalty on Christopher Byers, the sentencing judge: (1) will order Christopher Byers to pay an assessment of \$100 pursuant to 18 U.S.C. § 3013, which assessment must be paid by the date of sentencing; (2) may order Christopher Byers, pursuant to 18 U.S.C. § 3555, to give notice to any victims of his offense; and (3) pursuant to 18 U.S.C. § 3583, may require Christopher Byers to serve a term of supervised release of not more than three

years, which will begin at the expiration of any term of imprisonment imposed. Should Christopher Byers be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, Christopher Byers may be sentenced to not more than two years' imprisonment in addition to any prison term previously imposed, regardless of the statutory maximum term of imprisonment set forth above and without credit for time previously served on post-release supervision, and may be sentenced to an additional term of supervised release.

Restitution

Christopher Byers shall pay a total award of \$520,371 in restitution to the U.S. Government. The parties stipulate and agree that this amount represents the value of more than 79,000 pounds of falsely reported Atlantic Sea Scallops less 24,146 pounds of Atlantic Sea Scallops that were either seized by NOAA on or about March 13, 2008 and sold by NOAA, or sold by D.C. Air & Seafood, Inc. to wholesalers, the proceeds of which were seized by NOAA, for a total amount of \$146,433 (hereinafter, the "scallop proceeds"). Such order of restitution shall be imposed on Christopher Byers jointly and severally with the order of restitution to be imposed upon defendant D.C. Air & Seafood, Inc. in U.S. v. D.C. Air & Seafood, Inc. (Crim. No. 13-____ (WHW)).

Christopher Byers consents to administrative forfeiture by NOAA of the scallop proceeds, in consideration for a credit in that amount towards the total restitution award. Christopher Byers agrees that he will not file a claim or a petition for remission or mitigation in the administrative forfeiture proceedings being conducted by NOAA as to the scallop proceeds or in any other civil or administrative proceeding involving the scallop proceeds, and will not cause or assist anyone else in doing so. Christopher Byers agrees that he will promptly withdraw any claim or petition he has filed to the scallop proceeds and agrees to file any documents necessary to effect the administrative forfeiture of the scallop proceeds. Christopher Byers further agrees that he is hereby barred from asserting any claim against the United States, its departments and agencies, their agents and employees, including the Department of Commerce, NOAA, and the United States Attorney's

Office for the District of New Jersey, in connection with, or arising out of, NOAA's seizure of Atlantic Sea Scallops on or about March 13, 2008, NOAA's seizure of the proceeds of the sale of Atlantic Sea Scallops by D.C. Air & Seafood, Inc. to wholesalers, or the sale or administrative forfeiture of the scallop proceeds, and will promptly withdraw any such claims that may have been filed or otherwise initiated.

Christopher Byers understands and agrees that restitution is authorized for the offense charged in the information. See 18 U.S.C. § 3663A (Mandatory Victim Restitution Act) ("MVRA"); 18 U.S.C. § 3663 (Victim Witness Protection Act) ("VWPA").

Christopher Byers shall also complete a financial statement in a form acceptable to the United States prior to sentencing, to be reviewed by the Financial Litigation Unit ("FLU") of this Office.

Rights of This Office Regarding Sentencing

Except as otherwise provided in this agreement, this Office reserves its right to take any position with respect to the appropriate sentence to be imposed on Christopher Byers by the sentencing judge, to correct any misstatements relating to the sentencing proceedings, and to provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. In addition, this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of Christopher Byers's activities and relevant conduct with respect to this case.

Stipulations

This Office and Christopher Byers agree to stipulate at sentencing to the statements set forth in the attached Schedule A, which hereby is made a part of this plea agreement. This agreement to stipulate, however, cannot and does not bind the sentencing judge, who may make independent factual findings and may reject any or all of the stipulations entered into by the parties. To the extent that the parties do not stipulate to a particular fact or legal conclusion, each reserves the right

to argue the existence of and the effect of any such fact or conclusion upon the sentence. Moreover, this agreement to stipulate on the part of this Office is based on the information and evidence that this Office possesses as of the date of this agreement. Thus, if this Office obtains or receives additional evidence or information prior to sentencing that it determines to be credible and to be materially in conflict with any stipulation in the attached Schedule A, this Office shall not be bound by any such stipulation. A determination that any stipulation is not binding shall not release either this Office or Christopher Byers from any other portion of this agreement, including any other stipulation. If the sentencing court rejects a stipulation, both parties reserve the right to argue on appeal or at post-sentencing proceedings that the sentencing court was within its discretion and authority to do so. These stipulations do not restrict this Office's right to respond to questions from the Court and to correct misinformation that has been provided to the Court.

Waiver of Appeal and Post-Sentencing Rights

As set forth in Schedule A, this Office and Christopher Byers waive certain rights to file an appeal, collateral attack, writ, or motion after sentencing, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255.

Immigration Consequences

The defendant understands that, if he is not a citizen of the United States, his guilty plea to the charged offense may result in his being subject to immigration proceedings and removed from the United States by making him deportable, excludable, or inadmissible, or ending his naturalization. The defendant understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. The defendant wants and agrees to plead guilty to the charged offense regardless of any immigration consequences of this plea, even if this plea will cause his removal from the United States. The defendant understands that he is bound by his guilty plea regardless of any immigration consequences of the plea. Accordingly, the defendant waives any and all challenges to his guilty plea and

to his sentence based on any immigration consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction, or sentence, based on any immigration consequences of his guilty plea.

Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind other federal, state, or local authorities. However, this Office will bring this agreement to the attention of other prosecuting offices, if requested to do so.

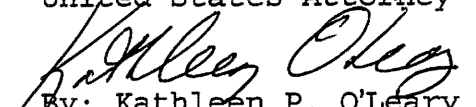
This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against Christopher Byers. This agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service), or any third party from initiating or prosecuting any civil or administrative proceeding against Christopher Byers.

No Other Promises

This agreement constitutes the plea agreement between Christopher Byers and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

Very truly yours,

PAUL J. FISHMAN
United States Attorney


By: Kathleen P. O'Leary
Assistant U.S. Attorney

APPROVED:



Jacob T. Elberg
Chief
Health Care and Government Fraud Unit

I have received this letter from my attorney, William J. Hughes, Esq. It has been read to me. My attorney and I have discussed it and all of its provisions, including those addressing the charge, sentencing, stipulations, restitution, waiver, and immigration consequences. I understand this letter fully. I hereby accept its terms and conditions and acknowledge that it constitutes the plea agreement between the parties. I understand that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties. I want to plead guilty pursuant to this plea agreement.

AGREED AND ACCEPTED:



Christopher Byers

Date: 12/11/2013

I have discussed with my client this plea agreement and all of its provisions, including those addressing the charge, sentencing, stipulations, restitution, waiver, and immigration consequences. My client understands this plea agreement fully and wants to plead guilty pursuant to it.



William J. Hughes, Esq.

Date: 12/11/2013

Plea Agreement With Christopher Byers

Schedule A

1. This Office and Christopher Byers recognize that the United States Sentencing Guidelines are not binding upon the Court. This Office and Christopher Byers nevertheless agree to the stipulations set forth herein, and agree that the Court should sentence Christopher Byers within the Guidelines range that results from the total Guidelines offense level set forth below. This Office and Christopher Byers further agree that neither party will argue for the imposition of a sentence outside the Guidelines range that results from the agreed total Guidelines offense level.

2. The version of the United States Sentencing Guidelines effective November 1, 2013, applies in this case. The applicable guideline is U.S.S.G. § 2Q2.1, which carries a Base Offense Level of 6.

3. Specific Offense Characteristic § 2Q2.1 (b) (1)(A) applies because the offense was committed for pecuniary gain or otherwise involved a commercial purpose. This increases Christopher Byers's offense level by 2.

4. Specific Offense Characteristic 2Q2.1(b)(3)(A)(ii) applies because the market value of the fish or wildlife exceeded \$5,000. This increases Christopher Byers's offense level by 12, pursuant to § 2B1.1(b)(1)(G), which is incorporated into this provision by reference, because the market value of the fish or wildlife was more than \$200,000.

5. Christopher Byers was an organizer, leader, manager, or supervisor of the relevant criminal activity, pursuant to U.S.S.G. § 3B1.1(c). This results in an increase of 2 levels.

6. As of the date of this letter, Christopher Byers has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the offense charged. Therefore, a downward adjustment of 2 levels for acceptance of responsibility is appropriate if Christopher Byers's acceptance

of responsibility continues through the date of sentencing. See U.S.S.G. § 3E1.1(a).

7. As of the date of this letter, Christopher Byers has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the court to allocate their resources efficiently. At sentencing, this Office will move for a further 1-point reduction in Christopher Byers's offense level pursuant to U.S.S.G. § 3E1.1(b) if the following conditions are met: (a) Christopher Byers enters a plea pursuant to this agreement, (b) this Office in its discretion determines that Christopher Byers's acceptance of responsibility has continued through the date of sentencing and Christopher Byers therefore qualifies for a 2-point reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a), and (c) Christopher Byers's offense level under the Guidelines prior to the operation of § 3E1.1(a) is 16 or greater.

8. In accordance with the above, the parties agree that the total Guidelines offense level applicable to Christopher Byers is 19 (the "agreed total Guidelines offense level").

9. The parties agree not to seek or argue for any upward or downward departure, adjustment or variance not set forth herein. The parties further agree that a sentence within the Guidelines range that results from the agreed total Guidelines offense level of 19 is reasonable.

10. Christopher Byers knows that he has and, except as noted below in this paragraph, voluntarily waives, 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 or a motion under 28 U.S.C. § 2255, which challenges the sentence imposed by the sentencing court if that sentence falls within or below the Guidelines range that results from the agreed total Guidelines offense level of 19. This Office will not file any appeal, motion or writ which challenges the sentence imposed by the sentencing court if that sentence falls within or above the Guidelines range that results from the

agreed total Guidelines offense level of 19. The parties reserve any right they may have under 18 U.S.C. § 3742 to appeal the sentencing court's determination of the criminal history category. The provisions of this paragraph are binding on the parties even if the Court employs a Guidelines analysis different from that stipulated to herein. Furthermore, if the sentencing court accepts a stipulation, both parties waive the right to file an appeal, collateral attack, writ, or motion claiming that the sentencing court erred in doing so.

11. Both parties reserve the right to oppose or move to dismiss any appeal, collateral attack, writ, or motion barred by the preceding paragraph and to file or to oppose any appeal, collateral attack, writ or motion not barred by the preceding paragraph.



U.S. Department of Justice

*United States Attorney
District of New Jersey*

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December 6, 2013

William J. Hughes, Esq.
Cooper Levenson
1125 Atlantic Avenue
Atlantic City, NJ 08401

Re: Plea Agreement with D.C. Air & Seafood, Inc.

Dear Mr. Hughes:

This letter sets forth the plea agreement between your client, D.C. Air & Seafood, Inc., and the United States Attorney for the District of New Jersey ("this Office").

Charge

Conditioned on the understandings specified below, this Office will accept a guilty plea from D.C. Air & Seafood, Inc. to a one-count information, which charges conspiracy to violate the false records provision of the Lacey Act and to obstruct justice, contrary to 16 U.S.C. §§ 3372(d)(2) and 3373(d)(3)(A)(ii) and 18 U.S.C. § 1519, in violation of 18 U.S.C. § 371. If D.C. Air & Seafood, Inc. enters a guilty plea and a judgment of conviction is entered that is consistent with terms of the agreed disposition set forth in this plea agreement, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, and if D.C. Air & Seafood, Inc. otherwise fully complies with all of the terms of this agreement, this

Office will not initiate any further criminal charges against D.C. Air & Seafood, Inc. for conspiring to falsify, and falsifying, Fishing Vessel Trip Reports, which were submitted to the National Oceanic and Atmospheric Administration of the Department of Commerce ("NOAA") from in or about March 2007 through in or about March 2008.

However, in the event that a guilty plea in this matter is not entered for any reason or the judgment of conviction entered as a result of this guilty plea does not remain in full force and effect, defendant agrees that any dismissed charges and any other charges that are not time-barred by the applicable statute of limitations on the date this agreement is signed by D.C. Air & Seafood, Inc. may be commenced against D.C. Air & Seafood, Inc., notwithstanding the expiration of the limitations period after D.C. Air & Seafood, Inc. signs the agreement. Should the Court at any time reject the plea under Federal Rule of Criminal Procedure 11(c)(1)(C) or act contrary to its terms, either party may elect to be relieved of the terms of this plea agreement and the parties will be returned to their status prior to entry of the plea, except that D.C. Air & Seafood, Inc. expressly waives, and agrees that it will not interpose, any defense to any charges brought against D.C. Air & Seafood, Inc. that it might otherwise have under the Constitution for pre-indictment delay, any statute of limitations, or the Speedy Trial Act.

Sentencing

The violation of 18 U.S.C. § 371, to which D.C. Air & Seafood, Inc. agrees to plead guilty, carries a statutory maximum term of probation of five years, and a statutory maximum fine equal to the greatest of: (1) \$500,000; (2) twice the gross amount of any pecuniary gain that any persons derived from the offense; or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense. Fines imposed by the sentencing judge may be subject to the payment of interest.

Sentencing Agreement

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the Government and the defendant jointly agree that the sentence to be imposed by the Court on D.C. Air & Seafood, Inc. is as follows:

A. Restitution. In furtherance of the sentencing principles provided for under 18 U.S.C. § 3553(a) and U.S.S.G § 8B1.3, and by the completion of the term of its probation, D.C. Air & Seafood, Inc. shall pay a total award of \$520,371 in restitution to the U.S. Government. The parties stipulate and agree that this amount represents the value of more than 79,000 pounds of falsely reported Atlantic Sea Scallops less 24,146 pounds of Atlantic Sea Scallops that were either seized by NOAA on or about March 13, 2008 and sold by NOAA, or sold by D.C. Air & Seafood, Inc. to wholesalers, the proceeds of which were seized by NOAA, for a total amount of \$146,433 (hereinafter, the "scallop proceeds"). Such order of restitution shall be imposed on D.C. Air & Seafood, Inc. jointly and severally with the order of restitution to be imposed upon defendant Christopher Byers in U.S. v. Christopher Byers (Crim. No. 13-___ (WHW)).

D.C. Air & Seafood, Inc. consents to administrative forfeiture by NOAA of the scallop proceeds, in consideration for a credit in that amount towards the total restitution award. D.C. Air & Seafood, Inc. agrees that it will not file a claim or a petition for remission or mitigation in the administrative forfeiture proceedings being conducted by NOAA as to the scallop proceeds or in any other civil or administrative proceeding involving the scallop proceeds, and will not cause or assist anyone else in doing so. D.C. Air & Seafood, Inc. agrees that it will promptly withdraw any claim or petition it has filed to the scallop proceeds and agrees to file any documents necessary to effect the administrative forfeiture of the scallop proceeds. D.C. Air & Seafood, Inc. further agrees that D.C. Air & Seafood, Inc., its principals, officers, agents, representatives, owners, employees and beneficiaries, are hereby barred from asserting any claim against the United States, its departments and agencies, their agents and employees, including the Department of Commerce, NOAA, and the United States Attorney's Office for the District of New Jersey, in connection with, or arising out of, NOAA's seizure of Atlantic Sea Scallops on or about March 13, 2008, NOAA's seizure of the proceeds of the sale of Atlantic Sea Scallops by D.C. Air & Seafood, Inc. to wholesalers, or the sale or administrative forfeiture of the scallop proceeds, and will promptly withdraw any such claims that may have been filed or otherwise initiated.

D.C. Air & Seafood, Inc. understands and agrees that restitution is authorized for the offense charged in the

information. See 18 U.S.C. § 3663A (Mandatory Victim Restitution Act) ("MVRA"); 18 U.S.C. § 3663 (Victim Witness Protection Act) ("VWPA").

In advance of sentencing, D.C. Air & Seafood, Inc. shall pay \$75,000 towards restitution. The remaining \$445,371 in restitution shall be paid during the period of probation.

D.C. Air & Seafood, Inc. shall also complete a financial statement in a form acceptable to the United States prior to sentencing, to be reviewed by the Financial Litigation Unit ("FLU") of this Office.

B. Mandatory Special Assessment. D.C. Air & Seafood, Inc. shall pay a special assessment of Four hundred dollars, pursuant to 18 U.S.C. § 3013.

C. Probation. D.C. Air & Seafood, Inc. will be placed on organizational probation for a period of five years from the date of sentencing, pursuant to 18 U.S.C. § 3561(c)(1) and U.S.S.G. §§ 8D1.1 and 8D1.2. The terms of probation shall include the following special conditions, in addition to the Court's standard conditions:

(1) No further violations. D.C. Air & Seafood, Inc. will commit no further violations of the Lacey Act, the Magnuson-Stevens Fishery Conservation and Management Act, or other federal, state, or local law, and shall conduct all of its operations in accordance NOAA regulations and with other federal, state and local environmental regulations.

(2) Environmental Compliance Plan. D.C. Air & Seafood, Inc. will develop, adopt, establish, implement, and fund an Environmental Compliance Plan ("ECP") to ensure that all purchases and sales of fish or wildlife are consistent with the Lacey Act and the Magnuson-Stevens Fishery Conservation and Management Act. Within thirty days of the entry of this plea agreement, D.C. Air & Seafood, Inc. agrees to submit a proposed ECP to the government for review. The ECP shall include provisions for addressing compliance with laws relating to the recording, accounting, labeling, identification, shipment, transportation, export, import, sale, purchase, control and possession, of fish or wildlife, and addressing the training of employees regarding fish or wildlife matters. The ECP shall

remain under the supervision of the Court for the duration of the term of probation. As part of the ECP, D.C. Air & Seafood, Inc. shall submit a bi-annual report to the Court and to the government signed by a duly authorized corporate officer regarding the status of the ECP and providing details, including but not limited to, the source, supplier, buyers, cost, purchase price, and applicable permits, for all sales, purchases, transportation, export and import, of fish or wildlife. As part of this agreement, D.C. Air & Seafood, Inc. agrees to provide NOAA, upon reasonable notice, with full access to all offices, warehouses and vessels owned by D.C. Air & Seafood, Inc., its principals, officers, agents, representatives, owners, employees and beneficiaries, and to all books and records. D.C. Air & Seafood, Inc. agrees to assume all reasonable costs associated with the implementation, maintenance, and court oversight of the ECP and this special condition of probation. If D.C. Air & Seafood, Inc. and the government cannot agree on any terms of the ECP, the Court shall resolve any remaining issues at the time of sentencing.

(3) D.C. Air & Seafood, Inc. will not participate in any aspect of the federally regulated scallop industry or obtain or seek to obtain permits to participate in a federally regulated scallop fishery.

Application of the Agreement

This Agreement shall bind D.C. Air & Seafood, Inc. and its successors and assigns and parent companies. D.C. Air & Seafood, Inc. and its successors-in-interest, if applicable, shall provide this office and the United States Probation Office with immediate notice of any name change, corporate reorganization, sale or purchase of fishing vessels, issuance, termination or revocation of permits, or similar action affecting this agreement. No change in name, change in corporate or individual control, corporate reorganization, change in ownership, merger, change of legal status, sale or purchase of fishing vessels, issuance, termination or revocation of permits, or similar action shall alter the responsibilities of the defendant under this agreement. D.C. Air & Seafood, Inc. shall not engage in any action to seek to avoid the obligations and conditions set forth in this agreement.

Rights of This Office Regarding Sentencing

Notwithstanding any other provision of this plea agreement, this Office reserves its right to correct any misstatements relating to the sentencing proceedings, and to provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. In addition, this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of D.C. Air & Seafood, Inc.'s activities and relevant conduct with respect to this case.

Waiver of Appeal and Post-Sentencing Rights

D.C. Air & Seafood, Inc. knowingly and voluntarily waives the right to file any appeal, any collateral attack, writ, or motion after sentencing, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255, which challenges the conviction or sentence imposed by the Court if the plea is accepted and the sentence is imposed in accordance with the terms of this agreement.

This Office will not file any appeal, motion or writ which challenges the conviction or sentence imposed by the Court if that sentence is imposed in accordance with the terms of this agreement. Furthermore, if the Court accepts the terms of this plea agreement, both parties waive the right to file an appeal, collateral attack, writ, or motion claiming that the Court erred in doing so.

Both parties reserve the right to oppose or move to dismiss any appeal, collateral attack, writ, or motion barred by the preceding paragraphs and to file or to oppose any appeal, collateral attack, writ or motion not barred by the preceding paragraphs.

Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind

other federal, state, or local authorities. However, this Office will bring this agreement to the attention of other prosecuting offices, if requested to do so.

This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against D.C. Air & Seafood, Inc. This agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service), or any third party from initiating or prosecuting any civil or administrative proceeding against D.C. Air & Seafood, Inc.

Corporate Authorization

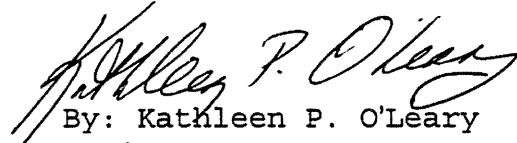
D.C. Air & Seafood, Inc. agrees that it is authorized to enter into this agreement. At the time of signing by D.C. Air & Seafood, Inc.'s corporate representative, D.C. Air & Seafood, Inc. shall provide the Government with a written statement in the form of a corporate resolution certifying that it is authorized to enter into and comply with all of the terms of this agreement. The corporate resolution shall certify that the undersigned corporate representative is authorized to sign this agreement and to obligate the corporation and affirm that all corporate formalities have been observed.

No Other Promises


This agreement constitutes the plea agreement between D.C. Air & Seafood, Inc. and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

Very truly yours,

PAUL J. FISHMAN
United States Attorney


By: Kathleen P. O'Leary
Assistant U.S. Attorney

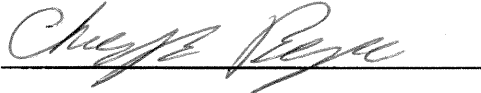
APPROVED:



Jacob T. Elberg
Chief
Health Care and Government Fraud Unit

AGREED AND ACCEPTED:


On behalf of the defendant, D.C. Air & Seafood, Inc., I am authorized to sign this plea agreement and to bind D.C. Air & Seafood, Inc. I have received this plea agreement from counsel for D.C. Air & Seafood, Inc., William J. Hughes, Esq. I have read it and discussed with counsel all of its provisions, including those addressing the charge, sentencing, restitution, the ECP, and waiver, as well as the implications of agreeing to the disposition set forth in the agreement, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. I understand the plea agreement fully. On behalf of and with the express authorization of D.C. Air & Seafood, Inc., I hereby accept its terms and conditions and acknowledge that it constitutes the plea agreement between the parties. D.C. Air & Seafood, Inc. understands that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties. D.C. Air & Seafood, Inc. wants to plead guilty pursuant to this plea agreement.



Date: 12/11/2013

As Authorized Corporate
Representative for D.C. Air & Seafood, Inc.

I am counsel for D.C. Air & Seafood, Inc. I have discussed with my client this plea agreement and all of its provisions, including those addressing the charge, sentencing, restitution, the ECP, and waiver, as well as the implications of agreeing to the disposition set forth in the agreement, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. Further I have fully advised the authorized corporate representative of D.C. Air & Seafood, Inc.'s rights regarding this plea agreement and all of its provisions, including those addressing the charge, sentencing, restitution, the ECP, and waiver, as well as the implications of agreeing to the disposition set forth in the agreement, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. My client, D.C. Air & Seafood, Inc., understands this plea agreement fully and wants to plead guilty.



William Hughes, Esq.
Cooper Levenson
Counsel for Defendant
D.C. Air & Seafood, Inc.

Date: 12/11/2013