

OA091 (Rev. 12/03) Criminal Complaint

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF IOWA

UNITED STATES OF AMERICA
V.
SHOLOM RUBASHKIN

CRIMINAL COMPLAINT

Case Number: 08-MJ-381

(Name and Address of Defendant)

I, the undersigned complainant state that the following is true and correct to the best of my knowledge and belief. Beginning at least May 2008 continuing until October 31, 2008 in Allamakee

County, in

the Northern District of Iowa defendant(s) did,

(Track Statutory Language of Offense)

did knowingly execute and attempt to execute a scheme to defraud and to obtain money by false and fraudulent pretenses from a federally insured financial institution

in violation of Title 18 United States Code, Section(s) 1344

I further state that I am a(n) Special Agent and that this complaint is based on the following facts:
Official Title

See attached affidavit.

Continued on the attached sheet and made a part of this complaint:

[X] Yes [] No

Signature of Complainant (with handwritten signature)

Michael D. Fischels
Printed Name of Complainant

Sworn to before me and signed in my presence,

November 14, 2008
Date

at

Cedar Rapids, IA
City State

Jon S. Scoles Magistrate
Name of Judge Title of Judge

Signature of Judge (with handwritten signature)

effect on September 14, 2005. The line of credit noted in this agreement allows Agriprocessors to borrow up to a maximum of \$35,000,000 as available collateral will allow. The allowable balance to be borrowed on the line of credit was computed using a borrowing base formula which included 85% of accounts receivable and 50% of inventory on hand at Agriprocessors. Throughout 2008, Agriprocessors consistently maintained a balance owed on this line of credit in excess of \$32,000,000.

4. The loan agreement specifies certain notice requirements and events which constitute a default of the agreement. The agreement requires that an officer of Agriprocessors, Inc., or that officer's designee, request all advances on the line of credit. The loan agreement includes a provision whereby the requesting officer certifies to the lender that the representations and warranties required by the agreement are in compliance. The officer of Agriprocessors is to make such certification in writing with regard to each request for an advance on the line of credit. This certificate confirms that the borrowers are in compliance with all covenants of the loan agreement, that all representations and warranties contained in the loan agreement are correct on and as of the date of such advance, and that no event has occurred and is continuing or would result from such advance which would constitute a default or an event of default.

5. The loan agreement states that if Agriprocessors is in violation of any law, statute, or regulation applicable to Agriprocessors that would in any respect materially and adversely affect the collateral, this act would constitute a default under the conditions of the loan agreement. Upon knowledge that they are in

violation of such a law, rule, or regulation, Agriprocessors is to promptly send notice of the violation to First Bank.

6. On May 12, 2008, ICE Agents executed a search at Agriprocessors, Incorporated, in Postville, Iowa. During the execution of the warrants, ICE Agents encountered approximately 389 undocumented aliens who were working at the plant. None of the undocumented alien workers were in possession of documents allowing them to work or reside in the United States legally. The majority of the employees who were arrested on May 12, 2008 had worked at Agriprocessors longer than four weeks. Evidence obtained during the search warrant, coupled with the subsequent testimony of witnesses, revealed that Agriprocessors' vice president, Sholom Rubashkin, was knowledgeable, beginning at least as early as May 2008, that Agriprocessors was employing illegal workers. Your affiant incorporates by reference the complaint and affidavit filed in *United States v. Sholom Rubashkin*, Northern District of Iowa Case number 08-MJ-363, as if set forth herein in its entirety. A copy of the complaint and affidavit is attached hereto as Exhibit A. Despite this knowledge, Sholom Rubashkin did not notify First Bank of Agriprocessors' default. Following the search on May 12, 2008, and the arrest of approximately 50% of its labor force, Agriprocessors' financial condition appeared to have been adversely affected. This was evidenced by a reported increase in wage rate paid to the employees hired to replace the arrested employees.

7. On or about November 7, 2008, the individual at First Bank with primary responsibility for the Agriprocessors loan participated in an interview and

stated that, shortly after the May 12, 2008, search at Agriprocessors, he/she visited the Postville facility. One of the purposes of the visit was to evaluate the risk of continuing to loan money to Agriprocessors under the line of credit. The individual stated that Sholom Rubashkin told him/her that Agriprocessors did not know that the persons who had been arrested on May 12, 2008, were illegal aliens. The individual noted that, had Sholom Rubashkin told him/her that he knew the employees were illegal aliens, that fact would have been a material consideration in the bank's decision to continue to loan money to Agriprocessors.

8. Also during the November 7, 2008 interview, the individual primarily responsible for the Agriprocessors loan at First Bank stated that, during the term of the line of credit that was initiated in 1999, Agriprocessors has requested an advance on the line of credit nearly every business day. Each time Agriprocessors made an advance request for additional money from the line of credit, its officer or that officer's designee was required to certify that Agriprocessors was in compliance with all provisions of the loan agreement.

9. On November 4, 2008, ICE Agents executed a search at Agriprocessors, Incorporated, in Postville, Iowa. During the search, ICE agents seized a series of certifications entitled "Form Request for Advance" made by Agriprocessors in support of advances from First Bank. There are approximately 77 such certifications for the time period beginning on July 1, 2008, and ending on October 20, 2008. The amounts requested in each certification vary from \$615,000 to \$1,500,000, with the majority of the certifications requesting in excess of \$1,000,000. Each certification states in part:

"The undersigned hereby certifies on behalf of Borrower that:

- (i) There is no Default or Event of Default;
- (ii) The representations and warranties of Borrower in the Credit

Agreement are true as if made on the date hereof; [and] ...

(iv) All conditions precedent to an advance set forth in the Credit Agreement have been satisfied."

Each certification bears a signature of (or on behalf of) Sholom Rubashkin.

10. Under the loan agreement, all of Agriprocessors' accounts receivable constituted collateral for the line of credit. Accordingly, the loan agreement with First Bank required Agriprocessors to deposit customer payments on accounts receivable directly into a designated depository bank account at Decorah Bank & Trust in Decorah, Iowa (the "sweep account"). Once the checks received by Agriprocessors from its customers are deposited into the "sweep account," the resulting funds are automatically swept to First Bank as payment on the line of credit.

11. On November 13, 2008, your affiant interviewed an Agriprocessors' employee from the Accounting Department. The interviewee is currently employed by Agriprocessors as the sole Accounts Receivable employee and has been so employed for more than 10 years. During the interview with him/her, he/she described a scheme by which Sholom Rubashkin would regularly divert customer payments on accounts receivable away from the "sweep account" and into a different Agriprocessors account at a different bank. At Sholom Rubashkin's direction, the diverted customer payments would not be posted to the customers'

accounts in Agriprocessors' accounting system until a later date. As a result, Sholom Rubashkin fraudulently diverted millions of dollars in First Bank collateral. In addition, because Agriprocessors' records of payments on its accounts receivable were incomplete, the scheme resulted in the fraudulent inflation of the value of Agriprocessors' accounts receivable. The inflation of the accounts receivable resulted in Agriprocessors being able to borrow additional funds from First Bank without proper collateralization.

12. During the interview on November 13, 2008, the interviewee from the Accounting Department at Agriprocessors told your affiant that customer checks are typically received by Agriprocessors, on a daily basis, and then forwarded to the interviewee for processing. The interviewee would first record all the checks using an Excel spreadsheet. The interviewee stated that he/she stored the Excel spreadsheets on a thumb drive (portable media storage device) that was given to him/her by Sholom Rubashkin approximately two years prior. The interviewee stated that Sholom Rubashkin told him/her to specifically use this thumb drive to store the check information. He/She stated that, in addition to recording the customer checks in the Excel spreadsheet, he/she also entered the customer checks, again, into Agriprocessors' accounting software on Agriprocessors' computer system.

13. During the interview on November 13, 2008, the interviewee from the Accounting Department at Agriprocessors told your affiant that, although he/she would always record the receipt of customer checks as described in the above paragraph, he/she would normally speak with Sholom Rubashkin before "posting"

any of the day's checks – that is, crediting the check payments to the appropriate customer accounts in Agriprocessors' accounting system. In speaking with Sholom Rubashkin each day about the checks, Sholom Rubashkin would typically tell the interviewee to do one of three things (described in paragraphs (a), (b) and (c) below):

- (a) Some days Sholom Rubashkin would tell the interviewee to go ahead and deposit all of the customer checks into the "sweep account".
- (b) Other days Sholom Rubashkin would tell the interviewee to take a portion of the customer checks – expressed in an approximate dollar amount – and deposit them into Agriprocessors' general account at a different bank. In such cases, as instructed by Sholom Rubashkin, the interviewee would not "post" the diverted checks to the customers' accounts in Agriprocessors' accounting system. As a result, daily reports to First Bank regarding Agriprocessors' accounts receivable would be skewed. At times, Sholom Rubashkin would go through the day's customer checks and choose the specific customer checks that were to be diverted. Other times, the interviewee would simply divert a group of larger checks which added up to the approximate dollar figure expressed by Sholom Rubashkin.
- (c) On other days, Sholom Rubashkin would tell the interviewee to add an additional amount of money – expressed in an approximate dollar amount – to the "sweep account" deposit in order to make up for checks that had previously been diverted. When adding money, Sholom Rubashkin would instruct the interviewee to use multiple checks from a certain bank

account (the bank account changed over time) and to apportion the total amount needed over approximately two to five checks. The checks were made payable to Agriprocessors. Sholom Rubashkin instructed the interviewee to make sure that all the checks were for odd (seemingly random) dollar amounts, and that the combination of checks did not add up to a whole dollar amount. On the days that additional money was added to the "sweep account", as instructed by Sholom Rubashkin, the interviewee would "post" payments on an approximately equivalent dollar amount of customer checks which had previously been diverted. Sometimes Sholom Rubashkin identified which diverted customer checks to "post" in Agriprocessors' system. Other times the interviewee "posted" the new funds to cover the customer checks which had been diverted for the longest period of time.

14. The Accounting Department employee described the various checking accounts which Sholom Rubashkin instructed him/her to use to add funds to the "sweep account" over the previous two years. One such account was a checking account for a small grocery store in Postville called Kosher Community Grocery (Kosher Community). Sholom Rubashkin is an owner of Kosher Community. ICE's investigation had previously determined that, from approximately August 2007 through approximately March 2008, approximately \$10.6 million in checks had flowed - first from an Agriprocessors bank account to a Kosher Community bank account - and then from the Kosher Community account to the "sweep account". During his/her November 13, 2008, interview, the Accounting

Department employee reviewed a list of the checks written on the Kosher Community account and deposited into the "sweep account". The interviewee reviewed photocopies of several of the checks. The interviewee determined that, with few exceptions, he/she had created the checks, at Sholom Rubashkin's direction, and deposited them into the "sweep account" as part of the scheme to divert payments on Agriprocessors' accounts receivable. Another such account identified by the interviewee as being used for the same purpose was a bank account for Torah Education Program of NE Iowa (Torah Education), an organization that provides education for Jewish students in the Postville area. ICE's investigation had previously determined that, from approximately April 2, 2008, through May 16, 2008, Agriprocessors wrote approximately \$6.1 million worth of checks to Torah Education. The checks were all drawn upon Agriprocessors' account and deposited into Torah Education's account. During approximately the same period of time, from approximately April 1, 2008, through approximately May 15, 2008, approximately \$5.8 million worth of checks were written on the same Torah Education account, payable to Agriprocessors. The checks were all subsequently deposited into the "sweep account". The interviewee reviewed a list of the checks written on the Torah Education account and deposited into the "sweep account". The interviewee also examined a photocopy of one of the checks. The interviewee determined that, with few exceptions, he/she had created the checks, at Sholom Rubashkin's direction, and deposited them into the "sweep account" as part of the scheme to divert payments on Agriprocessors' accounts receivable.

15. The Accounting Department employee told your affiant that, on Wednesday, October 29, 2008, Sholom Rubashkin asked for and took the thumb drive that he/she used to store the Excel spreadsheets showing all customer checks received by Agriprocessors,. The interviewee has not seen the thumb drive since that day and does not know what Sholom Rubashkin did with the thumb drive. He/She also stated that, at the same time, Sholom Rubashkin asked for and took a folder that the interviewee used to store copies of customer checks which had been diverted and not yet "posted" to customer accounts in Agriprocessors' accounting system.

16. On October 30, 2008, Sholom Rubashkin was arrested pursuant to an arrest warrant issued in the Northern District of Iowa. Sholom Rubashkin was released from custody on October 30, 2008, subject to the conditions of pre-trial release. During the interview with the employee from the Accounting Department, he/she told your affiant that, on October 31, 2008, Sholom Rubashkin told him/her to delete any checks that he/she had entered into Agriprocessors' computer accounting system but which had not been "posted." He/She also stated that, on that same day, Sholom Rubashkin also told him/her to "clean" his/her desk. Based on what Sholom Rubashkin told the interviewee and the manner that he told him/her, the interviewee understood that "cleaning his/her desk" meant to remove any and all items relating to the information stored on the thumb drive taken by Sholom Rubashkin two days prior. The interviewee stated that he/she did delete the checks that he/she had entered into the system as instructed and also cleaned his/her desk.

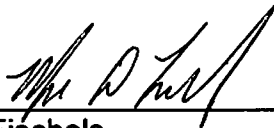
17. It should be noted that on October 30, 2008, First Bank filed a federal civil lawsuit against Agriprocessors alleging that Agriprocessors defaulted on the \$35,000,000 line of credit.

18. Pursuant to Title 18, United States Code, Section 1344, it is a criminal offense to knowingly execute or attempt to execute a scheme to defraud a financial institution or to obtain moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of, a financial institution, by means of false or fraudulent pretenses, representations, or promises.

19. Based on the above facts, your affiant submits that Sholom Rubashkin knowingly and intentionally executed a scheme to defraud First Bank by diverting First Bank collateral and inflating Agriprocessors' accounts receivable. Sholom Rubashkin also withheld material facts from First Bank, and falsely certified to First Bank that Agriprocessors, located in the Northern District of Iowa, was in compliance with material provisions of the loan agreement. Sholom Rubashkin did so for the purpose of inducing First Bank to extend additional credit, and advance additional funds, to Agriprocessors.

21. I declare under the penalty of perjury that the foregoing facts and circumstances are true and correct to the best of my knowledge and belief.

Executed this 14th day of November, 2008.



Michael D. Fischels
Special Agent
Immigration and Customs Enforcement

Sworn to before me and subscribed in my presence this 14th day of November, 2008.



Jon S. Scoles
Magistrate Judge
United States District Court

OA091 (Rev. 12/03) Criminal Complaint

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF IOWA

UNITED STATES OF AMERICA
V.
SHOLOM RUBASHKIN

CRIMINAL COMPLAINT

Case Number: 08-MJ-00363

(Name and Address of Defendant)

I, the undersigned complainant state that the following is true and correct to the best of my knowledge and belief. Beginning at least May 2008 in Allamakee County, in the Northern District of Iowa defendant(s) did,

(Track Statutory Language of Offense)

did knowingly conspire, confederate and agree with others, for the purpose of commercial advantage and private financial gain, to harbor one or more aliens at his place of employment in Postville, Iowa, knowing and in reckless disregard of the fact that such aliens had come to, entered and remained in the United States and aided and abetted the possession and use of fraudulent identification documents and aided and abetted aggravated identity theft

in violation of Title 18 United States Code, Section(s) 1324(a)(1)(A)(v)(I); 1324(a)(1)(B)(i); 18 U.S.C. §1546(a); 18 U.S.C. §1028A; 18 U.S.C. §2

I further state that I am a(n) Special Agent and that this complaint is based on the following facts: Official Title

See attached affidavit.

Continued on the attached sheet and made a part of this complaint:

Yes No

Signature of Complainant

Michael D. Fischels

Printed Name of Complainant

Sworn to before me and signed in my presence,

October 30, 2008 Date

at

Cedar Rapids, IA City State

Jon S. Scoles Magistrate Name of Judge Title of Judge

Signature of Judge



STATE OF IOWA]

] ss:

AFFIDAVIT

COUNTY OF LINN]

Your Affiant, Michael Fischels, being duly sworn, does depose and state:

1. I, Michael D. Fischels, am a Special Agent with the United States Department of Homeland Security, Immigration and Customs Enforcement (hereinafter "ICE") (previously the Department of Justice, Immigration and Naturalization Service). I have been employed with this agency since July 7, 1996. ICE agents are authorized to investigate violations of the Immigration and Nationality Act (INA), as well as offenses found in Title 8, 18 and Title 19 (Customs) of the United States Code.

2. I am aware of the information set forth below through personal investigation, as well as from discussions with others persons involved in this investigation.

3. On May 12, 2008, ICE Agents executed a search at Agriprocessors, Incorporated, in Postville, Iowa (hereinafter "Agriprocessors"). Agriprocessors is a slaughterhouse and meat processing facility. During the execution of the warrants, ICE Agents encountered approximately 389 undocumented aliens who were working at the plant. None of the undocumented alien workers were in possession of documents allowing them to work or reside in the United States legally.

4. During the execution of the warrants, agents discovered and seized dozens of fraudulent permanent resident alien cards from offices within the human

resources department at Agriprocessors. Most of the cards were attached to application paperwork dated May 11 or May 12, 2008. Additional resident alien cards were grouped in stacks and not attached to any paperwork. Based upon common features, ICE agents determined that the vast majority of the fraudulent resident alien cards came from the same manufacturer. Out of approximately 96 fraudulent resident alien cards, approximately 90 exhibited alien registration numbers which were then assigned to other actual persons.

5. Approximately thirteen of the fraudulent resident alien cards seized from the offices of the within the Human Resources Department exhibited photographs of persons who were determined to have been working at Agriprocessors prior to May 11, 2008. All but two of those cards exhibited names which were different than the names the employees had been working under.

6. On or about July 9, 2008, your affiant interviewed Subject P. Subject P is a current employee at Agriprocessors whose responsibilities include providing safety orientation to new employees. Subject P told your affiant that he/she was working at Agriprocessors on May 11, 2008, and had been told to administer orientation briefings and packets for a large number of new applicants. Subject P noted that it was unusual to process so many applicants on a Sunday as new hiring usually took place on Tuesdays. Subject P stated that, in the afternoon of May 11, 2008, Subject P spoke with then Agriprocessors vice-president and CEO, Sholom Rubashkin. Subject P asked Sholom Rubashkin if Subject P could go home. Subject P told your affiant that Sholom Rubashkin replied by asking Subject P to just do one more group of employees.

7. On or about August 15, 2008, your affiant interviewed Subject U. Subject U was a former supervisor of the beef-kill area at Agriprocessors. This area included four different departments. Subject U told your affiant about a re-hiring scheme that had taken place at Agriprocessors shortly before the execution of the search warrants on May 12, 2008.

8. Subject U stated that, approximately two weeks prior to the May 12, 2008, search, Subject U's supervisor, Subject S, told Subject U that he/she would be losing some of his/her foremen because they had bad papers. Subject S is an operations manager at Agriprocessors. The following week, on or about the Thursday before the search, Subject U received a list of employees who worked in his/her departments from Subject A, an assistant of the human resources department at Agriprocessors. Subject A told Subject U that the employees on the list had to be terminated because their names did not match their social security numbers. Subject U set up a meeting with the employees under his/her supervision. Prior to the meeting, Subject U and Subject S discussed helping the employees who were on the list. Subject S told Subject U to meet with the employees to determine how they could help.

9. Subject U stated that, later that afternoon or evening, Subject U met with employees from his/her departments. Subject U told the employees that were on the list that they would have to be terminated because their names did not match their social security numbers. Subject U stated that one of his/her foreman was at the meeting and said he/she could purchase new identification documents for the employees who were to be terminated. Subject U explained that the foreman

arranged to charge the employees \$200.00 for new identification documents and \$20.00 for gas.

10. Subject U told your affiant that many of the employees did not have the money to pay for the documents. Subject U stated that he/she met with Subject S and explained that the employees needed about \$4,500.00 for new documents. Subject S agreed they should try to loan them the money.

11. Later that evening, Subject S took Subject U to meet with Sholom Rubashkin. They met near the barn area of the Agriprocessors plant. Although he/she did not participate in the meeting, Subject A was nearby in his/her vehicle. During the meeting, Subject U told Sholom Rubashkin that Subject U and Subject S needed \$4,500.00 to help the employees who were to be terminated from Subject U's departments. Sholom Rubashkin asked if the money had to be in the form of cash and Subject U confirmed that the money had to be in cash form.

12. Subject U stated that, the next morning, on Friday, May 9, 2008, Subject U was called to another meeting with Subject S and Sholom Rubashkin. Subject U stated that he/she again told Sholom Rubashkin that Subject U and Subject S needed \$4,500.00 to help the employees. Sholom Rubashkin agreed to loan the money. Sholom Rubashkin also asked Subject U and Subject S why they did not want to get money for all of the employees who needed help instead of just the employees from Subject U's departments. Subject U replied stating that he/she was only taking care of his/her department employees.

13. Subject U said that, later that day, Subject S gave Subject U \$4,500.00 in \$100.00 bills.

14. Subject U stated that, at the end of the shift on the Friday before the search, Subject U provided \$200.00 to each of his/her employees who needed a loan for the purchase of the new identification documents. Subject U stated that he/she provided the funds to the employees who, in turn, provided the money to the foreman who arranged the purchase of the documents. Subject U stated that each of the employees who were ordering new documents also provided the foreman with a new name, a date of birth, and a photograph to be used on their new identification documents. Subject U stated that he/she provided approximately \$1,800.00 to \$2,000.00 to the employees on that Friday.

15. Subject U explained that on Sunday, May 11, 2008, he/she provided the remainder of the loan money back to Subject S.

16. Subject U stated that, during the afternoon of May 11, 2008, the foreman returned to Agriprocessors with the completed new identification documents for the employees in Subject U's departments and other employees from other departments. Upon the foreman's arrival at the company, Subject U went to his/her office and assisted in providing the completed documents to the appropriate employees. Subject U stated that approximately 39-40 employees from his/her department and other departments came to pick up their new identification documents.

17. Subject U stated that, in the afternoon and evening of May 11, 2008, Subject U, Subject S and Subject A assisted the employees who had received new identification documents in completing new applications in the human resources office of Agriprocessors. Subject U stated that the employees who received the new

identification documents completed new applications using new names and numbers.

18. On or about July 16, 2008, Subject T testified in the grand jury. Your affiant has reviewed the grand jury transcript. The following information is based upon the undersigned's review of that grand jury transcript.

19. Subject T is an undocumented alien who was employed at Agriprocessors in early May, 2008. Subject T testified that, on Friday, May 3, 2008, Subject A told Subject T that Subject T's name was on a list and that Subject T needed to get a new social security card and other papers immediately. On Monday, May 5, 2008, Sholom Rubashkin asked Subject T if Subject A had talked to Subject T yet and reiterated that Subject T needed to make sure Subject T got new papers to work because Subject T was going need them.

20. On or about October 28, 2008, Subject A participated in an interview with your affiant. Subject A stated that, on approximately Thursday, May 8, 2008, he/she picked up Sholom Rubashkin at his house and drove him to the barn area at Agriprocessors. Subject A stated that Sholom Rubashkin met with Subject S for a short period while Subject U was also present in the area.

21. Subject A stated that, on Friday, May 9, 2008, Sholom Rubashkin asked Subject A to come in and process new employee applications on Sunday, May 11, 2008. Subject A noted that new hiring usually happened on Tuesdays and it was very unusual to be processing new applications on Sunday. Subject A agreed to come in on Sunday and assist with the applications.

22. Subject A stated that, on Sunday afternoon and evening, May 11,

2008, he/she assisted in processing a large number of new applications in the human resources area at Agriprocessors. Subject U, Subject S and Sholom Rubashkin were present. While processing the new applications, Subject A noticed that the first group of applicants all had white permanent resident alien cards that all appeared to be new. Subject A stated that he/she believed that these applicants may have been current employees of Agriprocessors who were supposed to have been terminated the previous Friday. Subject A stated that Sholom Rubashkin inspected the first group of IDs and told him/her that, the IDs looked good to him, and that he would sign the I-9 Forms for the applicants. Subject A stated that Sholom Rubashkin did not sign any I-9 Forms for the applicants. Subject A stated that he/she did recognize one of the applicants, Subject K, as a current employee of Agriprocessors.

23. Under Title 8, United States Code, Section 1324(a), it is a criminal offense to encourage or induce an alien to reside in the United States, knowing or in reckless disregard of the fact that such residence is in violation of law. It is also a violation of Section 1324(a) to engage in a conspiracy to do the same. Section 1324(a)(1)(B) provides for enhanced penalties where the offense was done for the purpose of commercial advantage or private financial gain. Under Title 18, United States Code, Section 1546(a) and Title 18, United States Code, Section 2, it is a criminal offense to aid and abet the possession and use of fraudulent identification documents including those used to establish employment eligibility in the United States. Under Title 18, United States Code, Section 1028A, and Title 18, United States Code, Section 2, it is an additional criminal offense to aid and abet the

transfer, possession, or use, without lawful authority, of a means of identification of another person in relation to certain felony offenses, including Title 8, United States Code, Section 1324(a), and Title 18, United States Code, Section 1546(a). Based on these facts, and your affiant's training and experience, your affiant believes the defendant, Sholom Rubashkin, has violated Title 8, United States Code, Section 1324(a), Title 18, United States Code, Section 1546(a), Title 18, United States Code, Section 1028A, and Title 18, United States Code, Section 2.

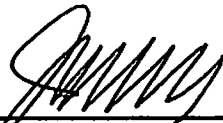
24. I declare under the penalty of perjury that the foregoing facts and circumstances are true and correct to the best of my knowledge and belief.

Executed this 30th day of October, 2008.



Michael D. Fischels
Special Agent
Immigration and Customs Enforcement

Sworn to before me and subscribed in my presence this 30th day of October, 2008.



Jon S. Scoles
Magistrate Judge
United States District Court