

AGREEMENT

In exchange for the agreement by Michael Angelo's Gourmet Foods, Inc. to the terms set forth below, the State of Texas, by and through Ronald Earle, Travis County District Attorney, agrees not to prosecute Michael Angelo's Gourmet Foods, Inc. (hereinafter "the Corporation") for all potential offenses, including all offenses in Chapter 19 of the Texas Penal Code, in connection with the death of Daniel Romero-Cruz in June of 2003.

This agreement shall be deemed to have been executed on the date that it has been signed by each of the following persons: Michael Renna, CEO of Michael Angelo's Gourmet Foods; David Botsford, Attorney for Michael Renna and the Corporation; Strasburger & Price, by Francine Breckenridge, Attorney for the Corporation and Ronald Earle, District Attorney of Travis County, Texas, representing the State of Texas.

Upon receipt of satisfactory proof of the Corporation's compliance with the agreement described below, the State agrees to not seek an indictment against the Corporation or any individual related to this offense and will take no other steps to proceed with prosecution of this case. Any violation of the terms of this agreement by the Corporation may result in the presentation of the case to the grand jury.

The Corporation agrees to the following:

1. The Corporation agrees to follow all OSHA safety regulations.
2. The Corporation agrees to undergo an external safety compliance review by OSHCON. (See attached Safety Expert and Training Clause)

3. The Corporation agrees to provide safety training to all workers in their native language and provide or make available Spanish safety training videos to all workers.

4. The Corporation agrees to develop internal company protocol to deal with notification of worker injuries to their families.

5. The Corporation has proposed to allow a representative worker from each shift to meet with management to review safety procedures.

6. The Corporation agrees to execute a Waiver of Statute of Limitations for a period of one year from the date of the execution of this Agreement.

7. The Corporation will provide timely proof of completion of all terms and conditions of this Agreement on or before March 31st, 2009 by facsimile transmission to the Travis County District Attorney White Collar Crime Unit or hand-deliver to:

Travis County District Attorney
White Collar Crime Unit
509 W. 11th Street, Suite 1.100
Austin, Texas 78701

The State of Texas, by and through her District Attorney, enters into the agreement after taking into consideration the following:

1. The Corporation certifies that it has enacted internal policies and developed and adopted an internal compliance plan to promote the cause of worker safety.

2. The Corporation agrees to uphold the highest worker safety standards.

3. The District Attorney believes that the public would be better served by resolving the case through this agreement.

4. The resolution of this case by way of this agreement will serve to cause corporations to more closely monitor and evaluate worker safety in Texas and throughout the United States.

5. The Corporation proposed to adopt and promote through a press conference the attached Worker Safety Standards.

6. The Corporation has proposed to financially support (see attached funding agreement) the Equal Justice Center & UT Law School Transnational Worker Rights Clinic, La Fuente Learning Center, El Buen Samaritano and Freedom Writers to assist the community with various legal and educational programs.

7. The Corporation has proposed to create the Central Texas Employees Council, comprised of other businesses in the Central Texas region. The Corporation will sponsor, publicize and host a minimum of three meetings of the Central Texas Employees Council in conjunction with the District Attorney's Office and the Equal Justice Center /UT Law School Transnational Worker Rights Clinic. The purpose of these meetings is to address the issues raised within this agreement.

SIGNED:

Michael Renna, CEO for Michael Angelo's Gourmet Foods, Inc.

Printed Name

Date:_____

David Botsford
Attorney for Michael Renna and Michael Angelo's Gourmet Foods, Inc.

Date:_____

Francine Breckenridge
Attorney for Michael Angelo's Gourmet Foods, Inc.

Date: _____

Ronald Earle
Travis County District Attorney

Date: _____