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Chief Approval 

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 2: 25-cr-161-SPC-NPM

CHRISTOPHER LEE

PLEA AGREEMENT

8/26/25
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CEH
8/26/25
Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Sara C. Sweeney Attorney for the United States, Acting under Authority Conferred by Roger B. Handberg, United States Attorney for the Middle District of Florida, 28 U.S.C. § 515

and the defendant, Christopher Lee, and the attorney for the defendant, Laurin Mills, mutually agree as follows:


A. Particularized Terms

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Counts One and Two of the Information. Count One charges the defendant with Conspiracy to Commit Mail Fraud in violation of 18 U.S.C. § 1349. Count Two charges the defendant with Conspiracy to Commit Wire Fraud in violation of 18 U.S.C. § 1349.

2. Maximum Penalties

Counts One and Two each carry a maximum sentence of 20 years' imprisonment, a maximum fine of \$250,000 or twice the gross gain or loss

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caused by the offense, whichever is greater, a term of supervised release of not more than three years, and a special assessment of \$100 per count.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

3. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offenses with which he has been charged and to which he is pleading guilty. The elements of Count One, which charges Conspiracy to Commit Mail Fraud in violation of 18 U.S.C. § 1349, are:

First: two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit mail fraud, as charged in the information; and

Second: the defendant knew the unlawful purpose of the plan and willfully joined in it.

The elements of Count Two, which charges Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 1349, are:

First: two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit wire fraud, as charged in the information; and

Second: the defendant knew the unlawful purpose of the plan and willfully joined in it.

4. Indictment Waiver

The defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge the defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. §§ 3663A(a) and (b), the defendant agrees to make full restitution to the United States Department of Agriculture (USDA). In anticipation of a restitution order for the USDA, the Defendant agrees to take all necessary steps to identify and liquidate assets for payment of his anticipated restitution.

7. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted,

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the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that he cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

8. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United

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States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by the Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

9. Cooperation - Substantial Assistance to be Considered

The defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in the defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney ^{for the Middle District of Florida} for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the

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applicable guideline range pursuant to USSG § 5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States ^{ns Office} Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the ^{ns Office} United States Attorney for the Middle District of Florida, and the defendant agrees that he cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

10. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant, or the defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the \$1,150,747.54 in proceeds the defendant admits he obtained as

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the result of the commission of the offenses to which he is pleading guilty. The defendant acknowledges and agrees that: (1) the defendant obtained this amount as a result of the commission of the offense(s), and (2) as a result of the acts and omissions of the defendant, the proceeds have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result of the offense(s) of conviction. The defendant further consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offense(s) and consents to the entry of the forfeiture order into the Treasury Offset Program. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant additionally agrees that if some or all of the criminal proceeds have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence, the preliminary and final orders of forfeiture should authorize the United States Attorney's Office to conduct discovery (including depositions, interrogatories, requests for production of documents, and the issuance of subpoenas), pursuant to Rule

32.2(b)(3) of the Federal Rules of Criminal Procedure, to help identify, locate, and forfeit substitute assets.

The defendant also agrees to waive all constitutional, statutory, and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United States before the defendant's sentencing. To that end, the defendant agrees to

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make a full and complete disclosure of all assets over which the defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation. The defendant further agrees that he will not take any steps to encumber or otherwise transfer any assets under his control or to which he otherwise holds title or interest without prior approval from the government. To the extent that there are assets remaining at the time of sentencing, the defendant agrees that he will sign any additional documents necessary to allow the government to liquidate those assets through restitution or to perfect the criminal forfeiture.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information

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about substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction-of-justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon the defendant's heirs, successors, and assigns until the agreed forfeiture, including the forfeiture of any substitute assets, is final.

B. Standard Terms and Conditions

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1. Restitution, Special Assessment, and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the defendant agrees to deliver a cashier's check, certified check, or money order to the Clerk of the Court in the amount of \$200.00,

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payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities,

if any, not limited to the count(s) to which the defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate, and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee, or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office the financial

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affidavit, any of the defendant's federal, state, and local tax returns, bank records, and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. The defendant further understands and acknowledges that any discussions between the defendant or the defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, the defendant will not be permitted to withdraw

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his plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal the defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. §§ 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

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It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring the defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of the defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that he is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges his understanding of the nature of the offense or offenses to which he is pleading guilty and the elements thereof, including the penalties provided by law, and the defendant's complete satisfaction with the representation and advice received from his undersigned counsel (if any). The defendant also understands that he has the

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right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against the defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in the defendant's defense; but, by pleading guilty, the defendant waives or gives up those rights and there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded, and if the defendant answers those questions under oath, on the record, and in the presence of counsel (if any), the defendant's answers may later be used against the defendant in a prosecution for perjury or false statement. The defendant also understands that he will be adjudicated guilty of the offenses to which he has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

The defendant is pleading guilty because he is in fact guilty. The defendant certifies that he does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove these facts, and others, beyond a reasonable doubt.

FACTS

In or around the fall of 2018, Christopher Lee began working as the Farm Manager for Coconspirator 1 and Coconspirator 1's various business entities (collectively, the "Farm Organization"). Lee served as the Farm Manager for the Farm Organization from in or around the fall of 2018 until on or about December 19, 2024. During his time with the Farm Organization, Lee conspired with others to defraud the Federal Crop Insurance Program, the Coronavirus Food Assistance Program, and the Emergency Relief Program.

As the Farm Manager for the Farm Organization, Lee was responsible for managing all of Coconspirator 1's farming operations in Hendry, Charlotte, and Collier counties. During the entirety of Lee's tenure as a farm manager, Lee knew Coconspirator 1 to be the individual overseeing, funding, and holding ultimate responsibility for all of the Farm Organization's farm operations in Hendry, Charlotte, and Collier counties. Lee knew Coconspirator 1 to use straw farmers and nominee entities—that is, Lee knew Coconspirator 1 to claim that other individuals or entities, who had no financial risk in the farm operation or crop, to be "owners" of the farms/crops. Lee knew Coconspirator 1 to use straw farmers and nominee entities so that Coconspirator 1 could receive more (fraudulent) government proceeds.

In or around 2020, Lee personally began acting as a straw farmer for Coconspirator 1. Lee used nominee entity C Lee Farms, LLC, and (later) nominee entity C Lee Pepper Farms, LLC, to do so. Lee did not pay for any farm-input expenses for C Lee Farms or C Lee Pepper Farms, and Lee did not receive any share of the crop produced by C Lee Farms or C Lee Pepper Farms. In other words, neither Lee nor his entities had an “insurable interest” in any crop that was being grown and insured—even though possessing an “insurable interest” was a requirement of his/his nominee entities’ crop-insurance policies. Lee signed false crop-insurance paperwork that, among other things, asserted that Lee’s nominee entities had the sole interest in the insured crop, and asserted that Lee had not been provided or promised any sort of benefit to obtain the crop-insurance policies. In reality, Coconspirator 1 had 100% interest in the crop (not Lee or Lee’s nominee entities), and Lee had been promised financial benefits to procure the crop-insurance policies.

In addition to himself, Lee knew Coconspirator 1 to use numerous other straw farmers/nominee entities.

In or around 2021 or 2022, at the direction of, or with the knowledge of, Coconspirator 1, Lee began engaging in “insurance farming.” At the direction of, and/or with the knowledge of, Coconspirator 1, Lee would not follow “good farming practices” on certain insured crops. Instead, Lee would

minimize the input costs put into certain insured crops—for example, not properly fumigating or fertilizing the crops—always intending to file an insurance claim on those crops. Lee understood that Coconspirator 1 and the Farm Organization, by minimizing input costs and filing fraudulent crop-insurance claims, were attempting to maximize their (fraudulent) return/profit. On one occasion, when Lee expressed embarrassment at how the (deficiently farmed) “insurance crops” looked, Coconspirator 1 advised Lee that he should worry about the bottom line of the Farm Organization at the end of the year, not what others thought of Lee as a farmer/grower.

As part of the Farm Organization’s crop-insurance-fraud scheme, Lee would submit, or cause to be submitted, false records and documents in support of the claims. For example, Lee kept a “bullshit bank” of photos of damaged crops on his phone; Lee submitted photos from this “bullshit bank,” or provided the photos to co-conspirators to submit, in support of crop-insurance claims related to different years, different fields, and/or different causes of loss than the crop depicted in the photos. Additionally, Lee would create fake spray logs to submit with crop-insurance claims; those spray logs were fabricated—asserting various insecticides, herbicides, fungicides, or other chemicals were sprayed on various dates that they were not sprayed—in an effort to portray that good-farming practices were followed when farming the

insured crop (as required by all of the Farm Organization's crop-insurance policies).

Lee knew the Farm Organization to have an "insurance agent," Coconspirator 2. Lee knew Coconspirator 2 to conspire with him and others in the Farm Organization with respect to their crop-insurance fraud. This included, for example, Coconspirator 2 delaying filing acreage reports so that insured crops could not timely be inspected by crop-insurance adjusters, and Coconspirator 2 backdating documents, or notarizing false documents, to further the crop-insurance fraud. Lee also knew Coconspirator 2 to make other offers to assist in the Farm Organization's crop-insurance fraud, including offering to run interference with crop-insurance adjusters and offering to create fake spray logs.

From 2019 to November 2024, Lee's nominee entities—C Lee Farms, LLC and C Lee Pepper Farms, LLC—received approximately \$1,926,653 in crop-insurance indemnities; the federal government also subsidized approximately \$514,033 of C Lee Farms and C Lee Pepper Farms' crop-insurance premiums, and paid the entities' Approved Insurance Provider(s) approximately \$194,730 of Administrative and Operating Expenses. Lee knew, intended, and reasonably foresaw that the mail would be used to receive crop-insurance-indemnity checks.

In addition to the crop-insurance fraud scheme, Lee also engaged in other fraudulent schemes for Coconspirator 1. For example, in August 2020 and September 2020, Lee submitted fraudulent applications under the Coronavirus Food Assistance Program (“CFAP”). Lee used his nominee entity C Lee Farms, LLC to do so.

The Coronavirus Food Assistance Program, or CFAP, was supposed to provide monetary support to farmers and crop producers impacted by the COVID-19 pandemic. C Lee Farms, LLC was an inactive company that was reactivated in August 2020 to commit CFAP fraud. C Lee Farms did not produce a crop, or have a share in the risk of producing a crop, during the relevant time period, rendering it ineligible for CFAP proceeds. Lee submitted CFAP applications which misrepresented C Lee Farms’ crop production from January 15, 2020, to March 15, 2020 (CFAP-1 application), and its crop sales in 2019 (CFAP-2 application), so that C Lee Farms would receive CFAP funds.

In addition to misrepresenting that C Lee Farms was engaged in crop production during the relevant timeframe, Lee also misrepresented the company’s active owners/managers on the CFAP applications to obtain more CFAP proceeds. Specifically, Lee added his mother and father as “owners” of C Lee Farms, LLC, despite neither of his parents engaging in 400 hours of active personal labor or management for the company (as required by CFAP). This

caused C Lee Farms to become eligible for an additional \$1 million total in CFAP-1 and CFAP-2 proceeds. As a result of the fraudulent applications submitted by Lee, C Lee Farms fraudulently obtained approximately \$1,400,858.10 in CFAP funds. Lee knew, intended, and reasonably foresaw that interstate wires would be used to receive CFAP payments.

Lee also submitted fraudulent applications for another government assistance program: the Emergency Relief Program ("ERP"). While there were different rounds and phases of ERP, each round/phase was designed to provide monetary support to farmers that suffered losses due to qualifying disaster events. Lee submitted two different fraudulent ERP applications on behalf of his nominee entity C Lee Farms, but—due to this case/investigation—payments were mostly withheld; C Lee Farms only received \$4,000 in ERP proceeds.

Most of the fraudulent government proceeds that Lee received—including crop-insurance proceeds, CFAP proceeds, and ERP proceeds—benefited Coconspirator 1. For example, the fraudulent government proceeds would be used to pay Coconspirator 1's farming expenses and debt, or be provided to other businesses owned by Coconspirator 1, or be used to buy assets (such as precious metals) for Coconspirator 1 and other coconspirators. But Lee was also rewarded for his part in the fraudulent schemes; for engaging in CFAP,

ERP, and/or crop-insurance fraud, Coconspirator 1 provided Lee various benefits with a total approximate value of \$1,150,747.54.

The above is merely a summary of some of the events, some of the persons involved, and some other information relating to this case. It does not include, nor is it intended to include, all the events, persons involved, or other information relating to this case.

12. Entire Agreement

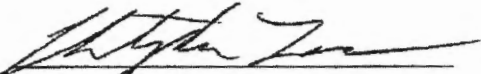
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

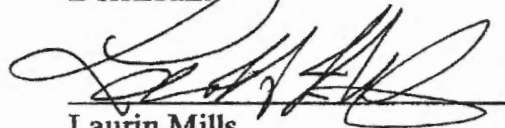
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13. Certification


The defendant and the defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant, and that the defendant fully understands its terms.

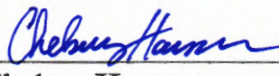
DATED this 25 day of January 2025.



Christopher Lee
Defendant


Laurin Mills
Attorney for Defendant

~~ROGER B. HANDBERG~~
~~United States Attorney~~


Trenton J. Reichling
Assistant United States Attorney


Chelsey Hanson
Assistant United States Attorney


Simon R. Eth
Assistant United States Attorney


Jesus M. Casas
Assistant United States Attorney
Chief, Fort Myers Division

Sara C. Sweeney
Attorney for the United
States, Acting under
Authority Conferred by
28 U.S.C. § 515

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