

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Case No. 08-45664 (DML)
	§	
Pilgrim’s Pride Corporation, et. al,¹	§	
Debtors	§	Chapter 11
	§	
	§	
	§	(Jointly Administered)
	§	

**DECLARATION OF SHAOSONG SUN IN SUPPORT OF DEBTORS’
APPLICATION TO EMPLOY AND RETAIN THE
GUANTAO LAW FIRM AS SPECIAL COUNSEL**

I, Shaosong Sun, pursuant to Section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge:

1. My name is Shaosong Sun. I am over the age of 21 and competent in all respects to make this Declaration (the “Declaration”). I am a partner of the Guantao Law Firm (“Guantao”), which maintains offices for the practice of law at F17/F, Tower 2, Yingtai Center, No. 28, Finance Street, Xicheng District, Beijing 100140, P.R. China. Unless otherwise stated, I have personal knowledge of all facts set forth in this Declaration and they are true and correct.

2. I am a licensed lawyer and am authorized to practice law in the Peoples Republic of China. There are no disciplinary actions against me.

3. I submit this Declaration in support of the above-captioned debtors’ (“Debtors”) Application to Employ the Guantao Firm as Special Counsel (the

¹ The Debtors include PPC, PFS Distribution Company, PPC Transportation Company, To-Ricos, Ltd., To-Ricos Distribution, Ltd., Pilgrim’s Pride Corporation of West Virginia, Inc and PPC Marketing, Ltd.

“Application”) filed concurrently with this Declaration, pursuant to the provisions of 11 U.S.C. § 327(e), 329 and Federal Rules of Bankruptcy Procedure 2014 and 2016(b).

4. I am not related and, to the best of my knowledge, no other attorney of Guantao is related to any judge of the United States Bankruptcy Court for the Northern District of Texas or to the United States Trustee for this District or his employees.

A. Services to be Provided by Guantao

5. The Debtors seek to employ Guantao pursuant to the Engagement Letter which is attached hereto as **Exhibit 1**. The professional services that Guantao will render to the Debtors may include the following:

- (a) Submitting registration documents to MOFCOM on behalf of the Debtors;
- (b) Assisting the Debtors to fill in the MOFCOM questionnaires and submit the responses to MOFCOM;
- (c) Assisting the Debtors to provide responses to MOFCOM supplementary questions;
- (d) Participating in the hearings, if any, held by MOFCOM on behalf of the Debtors;
- (e) Assisting the Debtors in the on-site verifications held by MOFCOM to the Debtors;
- (f) Communicating with MOFCOM on behalf of the Debtors during the investigation process as requested by the Debtors; and
- (g) Performing other work as requested by the Debtors in connection with the Anti-Dumping and Counterveilling Duty Investigations.

B. Guantao's Compensation

6. Guantao intends to apply for compensation for professional services rendered in connection with the Debtors' cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, the Local Bankruptcy Rules for the Northern District of Texas (the "Local Rules"), the guidelines established by the Office of the United States Trustee and the Court's orders, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges that Guantao incurs.

7. Guantao's hourly rates are subject to periodic adjustments to reflect economic and other conditions. The rates are designed to fairly compensate Guantao for the work of its attorneys and legal assistants and to cover fixed and routine overhead expenses. Guantao will charge hourly rates to the Debtors that are consistent with customary hourly rates charged by Guantao. Guantao's currently hourly rates are set forth as follows:

Billing Categories	Amount
Partners	RBM 2500 ²
Associates	RBM 1800 per hour
Translation Services	RBM 500 per page

8. It is Guantao's policy to charge its clients for expenses incurred in connection with the client's account. Guantao will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Guantao's other clients. Guantao believes that it is more equitable to charge these expenses to the clients

² RMB or Renminbi is Chinese currency and the current exchange rate vis-à-vis the U.S. dollar is 1 RMB to \$.1464 as of 10/7/09. Thus, the hourly rate for Guantao Partners in U.S. dollars as of October 7, 2009 is \$365.98.

incurring such expenses, as opposed to spreading the expenses among all clients by increasing hourly rates.

9. Guantao has not received any promises as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Guantao has no agreement with any other entity or person to share (a) any compensation it has received or may receive for services rendered in connection with these cases or (b) any compensation another entity or person has received or may receive for services rendered in connection with these bankruptcy Cases.

C. Guantao's Disinterestedness

10. Guantao is a “disinterested person” as defined by the Bankruptcy Code and does not hold an interest adverse to the Debtors’ estates pursuant to 11 U.S.C. §§ 327 and 101(14).

11. Guantao is required to disclose to this Court any and all connections with the Debtors, their creditors, and other parties in interest.

12. Guantao and certain of its partners, counsel and associates have in the past represented and may in the future represent parties in interest of the Debtors in connection with matters unrelated to the Debtors and chapter 11 cases. Guantao has conducted a search of its client database to ascertain its connections with known parties in interest in these chapter 11 cases and to ensure that it is in compliance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of this Court regarding employment of professionals by debtors and debtors in possession under the Bankruptcy Code. Guantao collected this information using the following procedures:

a) Guantao obtained a list of the debtors, creditors and potential parties in interest maintained by Weil Gotschal & Manges (“WGM”), which was prepared by WGM and the Debtors (the “Retention Checklist”).

b) Guantao maintains a client conflict database, which includes the name of the entities for which any attorney time charges have been billed (the “Client Database”). The Client Database includes, among other things, the name of current and former clients, the name of the parties who are or were adverse to such client, and the names of the Guantao personnel who are responsible for current matters for such clients.

c) Guantao has reviewed the conflict reports for each party on the Retention Checklist to determine that, to the best of its knowledge, it does not represent any of them in connection with the Debtors or these chapter 11 cases.

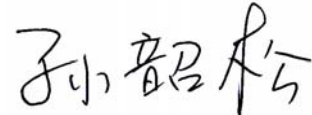
d) Guantao checked its Client Database for connections with each of the parties listed on the Retention Checklist. The attached **Exhibit 2** lists the parties that Guantao identified as clients or former clients.

13. While the results of the conflicts search revealed no conflicts of interest to Guantao’s anticipated representation of the Debtors, they did reveal “connections” to potential parties in interest that I feel must be disclosed under Bankruptcy Rule 2014. Each connection on **Exhibit 2** is a present, former or affiliate relationship between Guantao and a party-in-interest in this case, yet wholly unrelated to the Debtors and these chapter 11 cases. These past and present discrete and unrelated representations will have no impact or influence on Guantao’s duties and responsibilities on behalf of the Debtors in these chapter 11 cases. Guantao will not represent any connection identified on **Exhibit 2** in these chapter 11 cases.

14. Neither I, the Debtors, nor any partner, counsel or associate of the firm insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates. I am not aware of any claims that Guantao holds or would hold against the Debtors. To the extent that I become aware of any additional relationship that may be relevant prior to the Court's determination of the Application, I will promptly file a supplemental declaration disclosing such information.

15. Guantao will not represent any person or entity in a transaction with the Debtors that may conflict with Guantao's representation of the Debtors in these chapter 11 cases.

Dated: October 10, 2009



/s/ Shaosong Sun
Shaosong Sun