

UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

In re:

Issac¹ Wiesenfeld & Elias Wiesenfeld,) P & S Docket No. 16-0047
) P & S Docket No. 16-0048
)
)
)
Respondents) DEFAULT DECISION AND ORDER

This proceeding was instituted under the PSA by a complaint filed on February 10, 2016, by the Deputy Administrator, Packers and Stockyards Administration, United States Department of Agriculture, alleging that the respondents PA Farm Products, Issac Wiesenfeld and Elias Wiesenfeld violated the PSA by purchasing live poultry from individuals and business entities and failing to pay and/or failing to pay when due for such poultry.

The complaint and a copy of the Rules of Practice Governing formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes (7 C.F.R. § 1.130) (Rules of Practice) was served upon respondent Issac Wiesenfeld by certified mail on or about March 19, 2016 and upon respondent Elias Wiesenfeld by certified mail on or about February 17, 2016. Respondents were informed in the complaint and the accompanying letter of service that an answer should be filed pursuant to the rules of practice and that failure to answer would constitute an admission of all the material allegations contained in the complaint and a waiver of hearing.

On February 19, 2016, complainant's attorney received a letter from attorney Ira R. Abel, who represents PA Farm Products in a Chapter 11 bankruptcy proceeding filed on December 8th,

¹ This is the correct spelling of respondent's first name.

2015 in the United States Bankruptcy Court for the Eastern District of New York. (In re: E & I Holdings, LP, Wise Kosher Natural Poultry, Inc., PA Farm Products, LLC, E & I Management, LLC, (Debtors) United States of America (movant) against PA Farm Products, LLC (respondent) Case No. 15-45751-nhl (lead case). Mr. Abel acknowledged receipt of the complaint, stating PA Farm Products had filed a petition for bankruptcy and that the USDA may not unilaterally commence a lawsuit against a debtor without obtaining prior approval of the Bankruptcy Court in which the Chapter 11 case is pending.

Complainant sought clarification from the bankruptcy court on proceeding against respondents. The bankruptcy court confirmed that the administrative case could continue to proceed against respondents Issac Wiesenfeld and Elias Wiesenfeld in the administrative action.

(See attached Order). *2 pages, United States Bankruptcy Judge JSC*

As respondents failed to file an answer denying the allegations contained in the complaint as required by 7 C.F.R. § 1.136(b), the respondents are deemed to have admitted the following:

Findings of Fact

I.

(a) Elias Wiesenfeld, (“respondent”), at all times material herein, is and was a co-owner of PA Farm Products, LLC, a business incorporated in the Commonwealth of Pennsylvania. Mr. Wiesenfeld’s mailing address is on file with the USDA Hearing Clerk’s Office.

(b) Issac Wiesenfeld, (“respondent”), at all times material herein, is and was a co-owner of PA Farm Products, LLC, a business incorporated in the Commonwealth of Pennsylvania. Mr. Wiesenfeld’s mailing address is on file with the USDA Hearing Clerk’s Office.

(c) At all times material herein, respondents were engaged in business as live poultry

dealers in the Commonwealth of Pennsylvania

II.

(a) On or about December 4, 2013 to January 10, 2014, respondents purchased live poultry from seller Marlin Horning for a total price of ninety-four thousand, one hundred and fifty-one dollars and sixty cents (\$94,151.60) and failed to pay the full purchase price of such poultry, in violation of 7 U.S.C. § 228b-1(a). (See Exhibit 1). At the time of the investigation, April 22, 2014, respondents still owed Mr. Horning seventy-one thousand, five hundred fifty-one dollars and sixty cents (\$71,551.60).

(b) On or about November 19, 2013, respondents purchased live poultry from seller Harold Good for a total of price of thirty-seven thousand, six hundred thirty-eight dollars and eighty cents (\$37,638.80) and failed to pay the full purchase price of such poultry, in violation of 7 U.S.C. § 228b-1(a). (See Exhibit 1). At the time of the investigation, April 22, 2014, respondents still owed Mr. Good thirty-thousand dollars (\$30,000.00).

(c) On or about November 20 to November 22, 2013, respondents purchased live poultry from seller Mark Sensenig for a total of price of thirty thousand, seventy-nine dollars and twenty cents (\$30,079.20) and failed to pay the full purchase price of such poultry, in violation of 7 U.S.C. § 228b-1(a). (See Exhibit 1). At the time of the investigation, April 22, 2014, respondents still owed Mr. Sensenig seventeen thousand, nine hundred, ninety-four dollars and forty cents (\$17, 994.40).

(d) On or about December 9, 2013, respondents purchased live poultry from seller BJ&E Realty Company, LP, d/b/a BJE Farm for a total price of fifty seven thousand, six hundred eight dollars and eight cents (\$57, 608.08) and failed to pay the full purchase price of such poultry, in

violation of 7 U.S.C. § 228b-1(a). (See Exhibit 1). At the time of the investigation, April 22, 2014 respondents had failed to pay any monies towards the purchase price of the live poultry.

(e) On or about November 15, 2013 through April 12, 2014, respondents purchased live poultry from BJ&E Realty Company, LP, d/b/a/ BJE Contract for a total purchase price of two million, one hundred thirty-seven thousand, eight hundred and ninety-four dollars and twenty-five cents (\$2,137,894.25) and failed to pay the full purchase price of such poultry, in violation of 7 U.S.C. § 228b-1(a). (See Exhibit 1). At the time of the investigation, April 22, 2014, respondents made two payments and still owed BJE Contract a total of two million, one hundred eleven thousand, five hundred forty-nine dollars and seventy-four cents (\$2,111,549.74).

(f) On or about November 13, 2013, respondents issued check number 2208 in the amount of thirteen thousand, two hundred seventy-eight dollars and sixty-two cents (\$13,278.62) to BJE Contract for live poultry purchases that was returned once unpaid by the bank upon which it was drawn because respondents did not have and maintain sufficient funds on deposit and available in the accounts upon which such check was drawn to pay such check when presented, in violation of 7 U.S.C. § 228b-1(a). (See Exhibit 2).

(g) On or about February 6, 2014, respondents issued check number 2209 for twenty-three thousand, five hundred and six dollars (\$23,506.00) and on April 1, 2014 issued its replacement check number 2570 to BJE Contract for live poultry purchases that were returned unpaid by the bank upon which it was drawn because respondents did not have and maintain sufficient funds on deposit and available in the accounts upon which such check was drawn to pay such checks when presented, in violation of 7 U.S.C. § 228b-1(a). The check amount remains unpaid. (See Exhibit 2).

(h) On or about March 31, 2014, respondents issued check number 2569 for eighteen thousand, five hundred and fifty-eight dollars and seventy-three cents (\$18, 558.73) to BJE Contract for live poultry purchases that were returned unpaid by the bank upon which it was drawn because respondents did not have and maintain sufficient funds on deposit and available in the accounts upon which such check was drawn to pay such checks when presented , in violation of 7 U.S.C. § 228b-1(a). The check amount remains unpaid. (See Exhibit 2).

(i) On or about April 3, 2014, respondents issued check number 2613 for twenty three thousand, four hundred sixty four dollars and fifty five cents (\$23,464.55) to BJE Contract for live poultry purchases that were returned unpaid by the bank upon which it was drawn because respondents did not have and maintain sufficient funds on deposit and available in the accounts upon which such check was drawn to pay such checks when presented , in violation of 7 U.S.C. § 228b-1(a). The check amount remains unpaid. (See Exhibit 2).

(j) On or about April 4, 2014, respondents issued check number 2614 for twenty one thousand nine hundred eighty five dollars and twelve cents (\$21,985.12) to BJE Contract for live poultry purchases that were returned unpaid by the bank upon which it was drawn because respondents did not have and maintain sufficient funds on deposit and available in the accounts upon which such check was drawn to pay such checks when presented, in violation of 7 U.S.C. § 228b-1(a). The check amount remains unpaid. (See Exhibit 2).

CONCLUSIONS

(a) The Secretary has jurisdiction in this matter.

(b) The respondents willfully violated 7 U.S.C. § 228b-1(a) of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. § 181 *et seq.*).

ORDER

The respondents, his agents and employees, assigns or successors, directly or through any corporate or other device, in connection with activities subject to the Act, shall do the following:

1. Respondents shall cease and desist from paying growers not in accordance with the Packers and Stockyards Act. Respondents, as a live poultry dealer, shall pay live poultry growers in accordance with 7 U.S.C. § 228b-1(a) of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. § 181 *et seq.*). Each live poultry dealer obtaining live poultry by purchase in a cash sale shall, before the close of the next business day following the purchase of poultry, and each live poultry dealer obtaining live poultry under a poultry growing arrangement shall, before, the close of the fifteenth day following the week in which the poultry is slaughtered, deliver, to the cash seller or poultry grower from whom such live poultry dealer obtains the poultry, the full amount due to such cash seller or poultry grower on account of such poultry.

2. In accordance with section 312(b) of the Act (7 U.S.C. § 213(b)), each respondent is assessed a civil penalty of sixteen thousand dollars (\$16,000.00). Respondent Issac Wiesenfeld shall pay a civil penalty of sixteen thousand dollars and respondent Elias Wiesenfeld shall pay a civil penalty of sixteen thousand dollars. Each respondent shall send a certified check or money order for sixteen thousand dollars (\$16,000.00) made out to “Treasurer of the United States”, to the United States Department of Agriculture, Office of the General Counsel, 14th and Independence Ave., S.W., ATTN: Tracey Manoff, Room 2324, South Building, Washington, D.C. 20250-1400. The check or money order should be mailed by Federal Express, United Postal Service or any other service where delivery of mail is acknowledged.

3. The provisions of this order shall become effective on the sixth day after this Default Decision and Order becomes final.

Finality

This Default Decision and Order shall be final without further proceedings 35 days after service upon respondent, unless an appeal to the Judicial Officer is filed with the Hearing Clerk within 30 days after service, pursuant to section 1.145 of the Rules of Practice (7 C.F.R. § 1.145, see attached Appendix A).

Copies of this Default Decision and Order, including Appendix A, including the 2-page Order of the United States Bankruptcy Judge, including the 3-page Exhibit 1, and including Exhibit 2, shall be served by the Hearing Clerk upon each of the parties

Done at Washington, D.C.
this 28th day of October 2016



Jill S. Clifton
Administrative Law Judge

Hearing Clerk's Office
U.S. Department of Agriculture
Stop 9203 South Building Room 1031
1400 Independence Ave SW
Washington, DC 20250-9203
202-720-4443
FAX 202-720-9776
OALJHearingClerks@ocio.usda.gov

APPENDIX A

7 C.F.R.:

TITLE 7—AGRICULTURE

SUBTITLE A—OFFICE OF THE SECRETARY OF AGRICULTURE

PART 1—ADMINISTRATIVE REGULATIONS

....

SUBPART H—RULES OF PRACTICE GOVERNING FORMAL

ADJUDICATORY PROCEEDINGS INSTITUTED BY THE SECRETARY UNDER

VARIOUS STATUTES

...

§ 1.145 Appeal to Judicial Officer.

(a) *Filing of petition.* Within 30 days after receiving service of the Judge's decision, if the decision is a written decision, or within 30 days after issuance of the Judge's decision, if the decision is an oral decision, a party who disagrees with the decision, any part of the decision, or any ruling by the Judge or who alleges any deprivation of rights, may appeal the decision to the Judicial Officer by filing an appeal petition with the Hearing Clerk. As provided in § 1.141(h)(2), objections regarding evidence or a limitation regarding examination or cross-examination or other ruling made before the Judge may be relied upon in an appeal. Each issue set forth in the appeal petition and the arguments regarding each issue shall be separately numbered; shall be plainly and concisely stated; and shall contain detailed citations to the record, statutes, regulations, or authorities being relied upon in support of each argument. A brief may be filed in support of the appeal simultaneously with the appeal petition.

(b) *Response to appeal petition.* Within 20 days after the service of a copy of an appeal petition and any brief in support thereof, filed by a party to the proceeding, any other party may file with the Hearing Clerk a response in support of or in opposition to the appeal and in such response any relevant issue, not presented in the appeal petition, may be raised.

(c) *Transmittal of record.* Whenever an appeal of a Judge's decision is filed and a response thereto has been filed or time for filing a response has expired, the Hearing Clerk shall transmit to the Judicial Officer the record of the proceeding. Such record shall include: the pleadings; motions and requests filed and rulings thereon; the transcript or recording of the testimony taken at the hearing, together with the exhibits filed in connection therewith; any documents or papers filed in connection with a pre-hearing conference; such proposed findings of fact, conclusions, and orders, and briefs in support thereof, as may have been filed in connection with the proceeding; the Judge's decision; such exceptions, statements of objections and briefs in support thereof as may have been filed in the proceeding; and the appeal petition, and such briefs in support thereof and responses thereto as may have been filed in the proceeding.

(d) *Oral argument.* A party bringing an appeal may request, within the prescribed time for filing such appeal, an opportunity for oral argument before the Judicial Officer. Within the time allowed for filing a response, appellee may file a request in writing for opportunity for such an oral argument. Failure to make such request in writing, within the prescribed time period, shall be deemed a waiver of oral argument. The Judicial Officer may grant, refuse, or limit any request for oral argument. Oral argument shall not be transcribed unless so ordered in advance by the Judicial Officer for good cause shown upon request of a party or upon the Judicial Officer's own motion.

(e) *Scope of argument.* Argument to be heard on appeal, whether oral or on brief, shall be limited to the issues raised in the appeal or in the response to the appeal, except that if the Judicial Officer determines that additional issues should be argued, the parties shall be given reasonable notice of such determination, so as to permit preparation of adequate arguments on all issues to be argued.

(f) *Notice of argument; postponement.* The Hearing Clerk shall advise all parties of the time and place at which oral argument will be heard. A request for postponement of the argument must be made by motion filed a reasonable amount of time in advance of the date fixed for argument.

(g) *Order of argument.* The appellant is entitled to open and conclude the argument.

(h) *Submission on briefs.* By agreement of the parties, an appeal may be submitted for decision on the briefs, but the Judicial Officer may direct that the appeal be argued orally.

(i) *Decision of the [J]udicial [O]fficer on appeal.* As soon as practicable after the receipt of the record from the Hearing Clerk, or, in case oral argument was had, as soon as practicable thereafter, the Judicial Officer, upon the basis of and after due consideration of the record and any matter of which official notice is taken, shall rule on the appeal. If the Judicial Officer decides that no change or modification of the Judge's decision is warranted, the Judicial Officer may adopt the Judge's decision as the final order in the proceeding, preserving any right of the party bringing the appeal to seek judicial review of such decision in the proper forum. A final order issued by the Judicial Officer shall be filed with the Hearing Clerk. Such order may be regarded by the respondent as final for purposes of judicial review without filing a petition for rehearing, reargument, or reconsideration of the decision of the Judicial Officer.

[42 FR 743, Jan. 4, 1977, as amended at 60 FR 8456, Feb. 14, 1995; 68 FR 6341, Feb. 7, 2003]

7 C.F.R. § 1.145

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X	
In re	:
	:
	:
E&I HOLDINGS, LP, WISE KOSHER	:
NATURAL POULTRY, INC., PA FARM	:
PRODUCTS, LLC, and E&I MANAGEMENT,	:
LLC,	:
	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 15-45751-nhl (*lead case*)
Case No. 15-44725-nhl
Case No. 15-45755-nhl
Case No. 15-45754-nhl

(*Jointly Administered*)

**ORDER REGARDING MOTION OF THE UNITED STATES OF
AMERICA FOR RELIEF FROM THE AUTOMATIC STAY
PURSUANT TO 11 U.S.C. § 362(d)(1)**

The United States of America, on behalf of the Grain Inspection, Packers and Stockyards Administration (“GIPSA”) of the United States Department of Agriculture (“USDA”), having moved on June 10, 2016 for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d)(1), and upon consideration of the Declaration of Tracey Manoff filed in support of the Motion, as well as the supporting papers and the files and records in these cases, and upon the arguments presented on the Motion before this Court, and any objections to the Motion having been considered, and for good cause having been shown,

IT IS HEREBY ORDERED THAT:

I. The automatic stay imposed by 11 U.S.C. § 362(a) in this bankruptcy proceeding is not applicable to the administrative proceeding by GIPSA against non-debtors Issac Wiesenfeld and Elias Wiesenfeld, individually, which bears the caption, *In re: PA Farm Products, LLC, Is[s]ac Wiesenfeld and Elias Wiesenfeld, Packers & Stockyards* (“P&S”) Docket Nos. 16-0046, 16-0047, and 16-0048 (“Administrative Action”) and, as such, such

Administrative Action against the non-debtor individuals does not violate any automatic stay imposed in this bankruptcy proceeding.

2. GIPSA shall sever debtor, PA Farm Products, LLC, from the Administrative Action.

3. The United States of America shall supplement, if and when necessary, its Proof of Claim as to debtor, PA Farm Products, LLC, which was filed on June 10, 2016 in this action.

Dated: August 15, 2016
Brooklyn, New York



Nancy Hershey Lord

Nancy Hershey Lord
United States Bankruptcy Judge



US Department of Agriculture
Packers and Stockyards Program (P&SP)
FAILURE TO PAY FOR POULTRY

Investigation Date		Entity									
4/22/2014		PA Farm Products									
Seller's Name	Date "Sold"	Invoice Amount	Check Amount	Check Number	Check Date	Due Date	Days Late	Balance Owed	Exhibit		
MARLIN HORNING	12/04/13	\$14,980.00				Monday, December 23, 2013	120		A-1		
753 State Road	12/05/13	\$7,620.00				Monday, December 23, 2013	120				
Myerstown, PA, PA 17067	12/12/13	\$32,040.00				Monday, December 30, 2013	113				
	12/20/13	\$16,891.60				Monday, January 06, 2014	106				
	01/10/14	\$22,620.00				Monday, January 27, 2014	85				
			\$7,490.00	2506	3/14/14						
			\$7,490.00	2529	3/19/14						
HORNING TOTAL		\$94,151.60	\$ 22,600.00					\$ 71,551.60			
HAROLD GOOD	11/19/13	\$37,638.80	\$ 7,638.80	2585	4/1/14	Monday, December 09, 2013	134	\$ 30,000.00	A-2		
135 Binder Road											
Stevens, PA 17578											
MARK SENSENIG	11/20/13	\$12,084.80				Monday, December 09, 2013	134		A-3		
300 Glenwood Dr.	11/22/13	\$17,994.40				Monday, December 09, 2013	134				
Ephrata, PA 17522			\$6,042.40	2404	3/11/14						
			\$6,042.40	2591	4/1/14						
SENENIG TOTAL		\$30,079.20	\$ 12,084.80					\$ 17,994.40			
BJ&E Realty Company, LP DBA BJE Farm	12/09/13	\$1,308.31	\$0.00			Monday, December 23, 2013	120		A-4		
P. O. Box 38	12/09/13	\$10,454.28	\$0.00			Monday, December 23, 2013	120				
Kreamer, PA 17833	01/05/14	\$14,230.44	\$0.00			Monday, January 20, 2014	92				
	01/07/14	\$12,118.18	\$0.00			Tuesday, January 21, 2014	91				
	01/07/14	\$4,520.27	\$0.00			Tuesday, January 21, 2014	91				
	01/13/14	\$12,274.48	\$0.00			Monday, January 27, 2014	85				
BJE FARM TOTAL		\$57,608.08	\$0.00			Friday, February 07, 2014	74	\$ 57,608.08			
BJ&E Realty Company, LP DBA BJE Contract	11/15/13	\$36,784.62	\$13,278.62	2208	2/5/14	Friday, November 29, 2013	144	\$ 23,506.00	A-5		
P. O. Box 38	12/09/13	\$18,558.73	\$0.00			Monday, December 23, 2013	120	\$18,558.73			
Kreamer, PA 17833	12/10/13	\$4,509.62	\$0.00			Tuesday, December 24, 2013	119	\$4,509.62			
	12/10/13	\$23,464.55	\$0.00			Tuesday, December 24, 2013	119	\$23,464.55			
	12/11/13	\$21,985.12	\$0.00			Wednesday, December 25, 2013	118	\$21,985.12			
	12/16/13	\$19,065.77	\$13,065.89	credit card	4/14/14	Monday, December 30, 2013	113	\$ 5,999.88			
	12/17/13	\$34,549.78	\$0.00			Tuesday, December 31, 2013	112	\$34,549.78			
	12/18/13	\$25,372.61	\$0.00			Wednesday, January 01, 2014	111	\$25,372.61			
	12/18/13	\$12,304.78	\$0.00			Wednesday, January 01, 2014	111	\$12,304.78			
	12/19/13	\$24,836.43	\$0.00			Thursday, January 02, 2014	110	\$24,836.43			
	12/19/13	\$31,565.20	\$0.00			Thursday, January 02, 2014	110	\$31,565.20			
	12/22/13	\$10,415.42	\$0.00			Monday, January 06, 2014	106	\$10,415.42			
	12/22/13	\$30,327.80	\$0.00			Monday, January 06, 2014	106	\$30,327.80			
	12/22/13	\$484.98	\$0.00			Monday, January 06, 2014	106	\$484.98			
	12/23/13	\$10,953.53	\$0.00			Monday, January 06, 2014	106	\$10,953.53			
	12/23/13	\$34,994.10	\$0.00			Monday, January 06, 2014	106	\$34,994.10			
	12/25/13	\$17,753.16	\$0.00			Wednesday, January 08, 2014	104	\$17,753.16			
	12/25/13	\$18,389.53	\$0.00			Wednesday, January 08, 2014	104	\$18,389.53			
	12/26/13	\$1,681.63	\$0.00			Thursday, January 09, 2014	103	\$1,681.63			
	12/26/13	\$10,555.92	\$0.00			Thursday, January 09, 2014	103	\$10,555.92			
	12/29/13	\$29,680.76	\$0.00			Monday, January 13, 2014	99	\$29,680.76			
	12/29/13	\$18,897.85	\$0.00			Monday, January 13, 2014	99	\$18,897.85			
	12/30/13	\$3,300.00	\$0.00			Monday, January 13, 2014	99	\$3,300.00			
	12/30/13	\$14,885.26	\$0.00			Monday, January 13, 2014	99	\$14,885.26			
	12/30/13	\$24,501.69	\$0.00			Monday, January 13, 2014	99	\$24,501.69			
	01/01/14	\$12,601.44	\$0.00			Wednesday, January 15, 2014	97	\$12,601.44			
	01/01/14	\$20,685.30	\$0.00			Wednesday, January 15, 2014	97	\$20,685.30			
	01/05/14	\$1,982.71	\$0.00			Monday, January 20, 2014	92	\$1,982.71			
	01/05/14	\$21,334.32	\$0.00			Monday, January 20, 2014	92	\$21,334.32			
	01/06/14	\$12,440.52	\$0.00			Monday, January 20, 2014	92	\$12,440.52			
	01/06/14	\$21,903.48	\$0.00			Monday, January 20, 2014	92	\$21,903.48			
	01/07/14	\$8,229.40	\$0.00			Tuesday, January 21, 2014	91	\$8,229.40			
	01/07/14	\$19,417.32	\$0.00			Tuesday, January 21, 2014	91	\$19,417.32			
	01/08/14	\$3,691.50	\$0.00			Wednesday, January 22, 2014	90	\$3,691.50			



US Department of Agriculture
Packers and Stockyards Program (P&SP)
FAILURE TO PAY FOR POULTRY

Investigation Date		Entity							
4/22/2014		PA Farm Products							
Seller's Name	Date "Sold"	Invoice Amount	Check Amount	Check Number	Check Date	Due Date	Days Late	Balance Owed	Exhibit
BJE Contract - Continued	01/08/14	\$32,537.09	\$0.00			Wednesday, January 22, 2014	90	\$32,537.09	
	01/09/14	\$14,600.52	\$0.00			Thursday, January 23, 2014	89	\$14,600.52	
	01/10/14	\$7,888.80	\$0.00			Friday, January 24, 2014	88	\$7,888.80	
	01/10/14	\$1,300.11	\$0.00			Friday, January 24, 2014	88	\$1,300.11	
	01/12/14	\$19,075.31	\$0.00			Monday, January 27, 2014	85	\$19,075.31	
	01/12/14	\$14,600.52	\$0.00			Monday, January 27, 2014	85	\$14,600.52	
	01/13/14	\$20,346.12	\$0.00			Monday, January 27, 2014	85	\$20,346.12	
	01/14/14	\$3,135.96	\$0.00			Tuesday, January 28, 2014	84	\$3,135.96	
	01/14/14	\$10,275.01	\$0.00			Tuesday, January 28, 2014	84	\$10,275.01	
	01/14/14	\$21,142.08	\$0.00			Tuesday, January 28, 2014	84	\$21,142.08	
	01/15/14	\$830.23	\$0.00			Wednesday, January 29, 2014	83	\$830.23	
	01/15/14	\$20,472.86	\$0.00			Wednesday, January 29, 2014	83	\$20,472.86	
	01/15/14	\$10,173.60	\$0.00			Wednesday, January 29, 2014	83	\$10,173.60	
	01/15/14	\$7,008.83	\$0.00			Wednesday, January 29, 2014	83	\$7,008.83	
	01/17/14	\$1,088.95	\$0.00			Friday, January 31, 2014	81	\$1,088.95	
	01/17/14	\$1,883.87	\$0.00			Friday, January 31, 2014	81	\$1,883.87	
	01/19/14	\$6,684.12	\$0.00			Friday, January 03, 2014	109	\$6,684.12	
	01/19/14	\$21,771.72	\$0.00			Monday, February 03, 2014	78	\$21,771.72	
	01/19/14	\$9,769.68	\$0.00			Monday, February 03, 2014	78	\$9,769.68	
	01/19/14	\$104.77	\$0.00			Monday, February 03, 2014	78	\$104.77	
	01/20/14	\$30,063.74	\$0.00			Monday, February 03, 2014	78	\$30,063.74	
	01/22/14	\$341.00	\$0.00			Wednesday, February 05, 2014	76	\$341.00	
	01/22/14	\$35,828.54	\$0.00			Wednesday, February 05, 2014	76	\$35,828.54	
	01/23/14	\$14,366.16	\$0.00			Thursday, February 06, 2014	75	\$14,366.16	
	01/23/14	\$6,686.04	\$0.00			Thursday, February 06, 2014	75	\$6,686.04	
	01/24/14	\$1,604.33	\$0.00			Friday, February 07, 2014	74	\$1,604.33	
	01/24/14	\$2,042.25	\$0.00			Friday, February 07, 2014	74	\$2,042.25	
	01/26/14	\$14,812.02	\$0.00			Monday, February 03, 2014	78	\$14,812.02	
	01/27/14	\$20,530.57	\$0.00			Monday, February 10, 2014	71	\$20,530.57	
	01/27/14	\$14,531.40	\$0.00			Monday, February 10, 2014	71	\$14,531.40	
	01/28/14	\$22,366.80	\$0.00			Tuesday, February 11, 2014	70	\$22,366.80	
	01/28/14	\$14,551.49	\$0.00			Tuesday, February 11, 2014	70	\$14,551.49	
	01/28/14	\$1,229.80	\$0.00			Tuesday, February 11, 2014	70	\$1,229.80	
	01/29/14	\$16,318.80	\$0.00			Wednesday, February 12, 2014	69	\$16,318.80	
	01/29/14	\$15,869.04	\$0.00			Wednesday, February 12, 2014	69	\$15,869.04	
	01/29/14	\$6,532.00	\$0.00			Wednesday, February 12, 2014	69	\$6,532.00	
	01/30/14	\$10,162.80	\$0.00			Thursday, February 13, 2014	68	\$10,162.80	
	01/30/14	\$12,306.32	\$0.00			Thursday, February 13, 2014	68	\$12,306.32	
	02/02/14	\$19,438.92	\$0.00			Monday, February 17, 2014	64	\$19,438.92	
	02/03/14	\$5,434.90	\$0.00			Monday, February 17, 2014	64	\$5,434.90	
	02/04/14	\$23,792.40	\$0.00			Tuesday, February 18, 2014	63	\$23,792.40	
	02/05/14	\$15,262.50	\$0.00			Wednesday, February 19, 2014	62	\$15,262.50	
	02/05/14	\$19,093.32	\$0.00			Wednesday, February 19, 2014	62	\$19,093.32	
	02/05/14	\$24,261.43	\$0.00			Wednesday, February 19, 2014	62	\$24,261.43	
	02/07/14	\$292.50	\$0.00			Friday, February 21, 2014	60	\$292.50	
	02/06/14	\$5,405.37	\$0.00			Thursday, February 20, 2014	61	\$5,405.37	
	02/08/14	\$5,873.01	\$0.00			Thursday, February 20, 2014	61	\$5,873.01	
	02/07/14	\$1,439.86	\$0.00			Friday, February 21, 2014	60	\$1,439.86	
	02/09/14	\$20,973.39	\$0.00			Monday, February 24, 2014	57	\$20,973.39	
	02/10/14	\$27,326.16	\$0.00			Monday, February 24, 2014	57	\$27,326.16	
	02/12/14	\$33,087.76	\$0.00			Wednesday, February 26, 2014	55	\$33,087.76	
	02/18/14	\$11,200.68	\$0.03			Monday, March 03, 2014	50	\$11,200.68	
	02/18/14	\$17,432.22	\$0.03			Monday, March 03, 2014	50	\$17,432.22	
	02/16/14	\$2,288.52	\$0.03			Monday, March 03, 2014	50	\$2,288.52	
	02/17/14	\$4,881.60	\$0.03			Monday, March 03, 2014	50	\$4,881.60	
	02/17/14	\$23,933.88	\$0.00			Monday, March 03, 2014	50	\$23,933.88	
	02/18/14	\$16,475.40	\$0.00			Tuesday, March 04, 2014	49	\$16,475.40	
	02/18/14	\$21,989.88	\$0.00			Tuesday, March 04, 2014	49	\$21,989.88	
	02/19/14	\$30,866.40	\$0.00			Wednesday, March 05, 2014	48	\$30,866.40	
	02/21/14	\$123.20	\$0.00			Friday, March 07, 2014	46	\$123.20	
	02/23/14	\$36,396.00	\$0.00			Monday, March 10, 2014	43	\$36,396.00	
	02/24/14	\$32,533.92	\$0.00			Monday, March 10, 2014	43	\$32,533.92	
	02/25/14	\$10,476.18	\$0.00			Tuesday, March 11, 2014	42	\$10,476.18	
	02/25/14	\$18,951.84	\$0.00			Tuesday, March 11, 2014	42	\$18,951.84	
	02/26/14	\$19,506.96	\$0.00			Wednesday, March 12, 2014	41	\$19,506.96	
	02/26/14	\$12,050.64	\$0.00			Wednesday, March 12, 2014	41	\$12,050.64	
	03/02/14	\$23,586.12	\$0.00			Monday, March 17, 2014	36	\$23,586.12	

A-5 Cont.



US Department of Agriculture
Packers and Stockyards Program (P&SP)
FAILURE TO PAY FOR POULTRY

Investigation Date		Entity							
4/27/2014		PA Farm Products							
Seller's Name	Date "Sold"	Invoice Amount	Check Amount	Check Number	Check Date	Due Date	Days Late	Balance Owed	Exhibit
BJE Contract - Continued	03/03/14	\$35,629.20	\$0.00			Monday, March 17, 2014	36	\$35,629.20	
	03/03/14	\$5,589.78	\$0.00			Monday, March 17, 2014	36	\$5,589.78	
	03/03/14	\$5,281.20	\$0.00			Monday, March 17, 2014	36	\$5,281.20	
	03/05/14	\$1,474.80	\$0.00			Wednesday, March 19, 2014	34	\$1,474.80	
	03/04/14	\$32,418.28	\$0.00			Tuesday, March 18, 2014	35	\$32,418.28	
	03/05/14	\$38,877.84	\$0.00			Wednesday, March 19, 2014	34	\$38,877.84	
	03/09/14	\$19,023.12	\$0.00			Monday, March 24, 2014	29	\$19,023.12	
	03/10/14	\$15,314.40	\$0.00			Monday, March 24, 2014	29	\$15,314.40	
	03/10/14	\$21,658.32	\$0.00			Monday, March 24, 2014	29	\$21,658.32	
	03/11/14	\$9,820.19	\$0.00			Tuesday, March 25, 2014	28	\$9,820.19	
	03/11/14	\$19,714.32	\$0.00			Tuesday, March 25, 2014	28	\$19,714.32	
	03/11/14	\$1,724.88	\$0.00			Tuesday, March 25, 2014	28	\$1,724.88	
	03/12/14	\$13,147.92	\$0.00			Wednesday, March 26, 2014	27	\$13,147.92	
	03/12/14	\$26,215.92	\$0.00			Wednesday, March 26, 2014	27	\$26,215.92	
	03/17/14	\$1,650.00	\$0.00			Monday, March 31, 2014	22	\$1,650.00	A-5
	03/17/14	\$1,650.00	\$0.00			Monday, March 31, 2014	22	\$1,650.00	Cont.
	03/16/14	\$24,546.24	\$0.00			Monday, March 31, 2014	22	\$24,546.24	
	03/17/14	\$24,429.58	\$0.00			Monday, March 31, 2014	22	\$24,429.58	
	03/17/14	\$3,829.28	\$0.00			Monday, March 31, 2014	22	\$3,829.28	
	03/18/14	\$3,022.88	\$0.00			Tuesday, April 01, 2014	21	\$3,022.88	
	03/18/14	\$38,348.48	\$0.00			Tuesday, April 01, 2014	21	\$38,348.48	
	03/19/14	\$21,174.48	\$0.00			Wednesday, April 02, 2014	20	\$21,174.48	
	03/21/14	\$4,516.59	\$0.00			Friday, April 04, 2014	18	\$4,516.59	
	03/23/14	\$30,577.34	\$0.00			Monday, April 07, 2014	15	\$30,577.34	
	03/24/14	\$36,201.60	\$0.00			Monday, April 07, 2014	15	\$36,201.60	
	03/25/14	\$13,391.29	\$0.00			Tuesday, April 08, 2014	14	\$13,391.29	
	03/25/14	\$17,366.40	\$0.00			Tuesday, April 08, 2014	14	\$17,366.40	
	03/25/14	\$3,637.44	\$0.00			Tuesday, April 08, 2014	14	\$3,637.44	
	03/26/14	\$19,806.12	\$0.00			Wednesday, April 09, 2014	13	\$19,806.12	
	04/08/14	\$18,838.69	\$0.00			Tuesday, April 22, 2014	0	\$18,838.69	
	04/08/14	\$7,904.34	\$0.00			Tuesday, April 22, 2014	0	\$7,904.34	
	04/09/14	\$21,395.33	\$0.00			Wednesday, April 23, 2014	-1	\$21,395.33	
	04/10/14	\$25,781.29	\$0.00			Thursday, April 24, 2014	-2	\$25,781.29	
	04/12/14	\$22,827.93	\$0.00			Saturday, April 26, 2014	-4	\$22,827.93	
BJE CONTRACT TOTAL		\$2,137,894.25	\$26,344.51					\$ 2,111,549.74	



US Department of Agriculture
Grain Inspection, Packers and Stockyards Administration
Packers and Stockyards Program (P&SP)
Schedule of NSF Checks for Poultry
Entity Information

Investigation Date	Entity			DBA				Mailing Address		Control Number	
4/22/2014	PA Farm Products, LLC & Issac Wiesenfeld, President & COO							12/28/1902		181995	
Purchase Date	Seller's Name	Invoice Amount	Credit Days	Due Date	Check Date	Check Number	Check Amount	Last Date Check Returned	Date Cleared Bank	Remarks	Exhibit
11/15/2013	BJ&E Realty Company, LP DBA BJE Contract	\$36,784.62	14	11/29/2013	2/5/2014	2208	\$13,278.62	2/11/2014	2/18/2014	Checks #2208 & #2209 were issued totaling \$36,784.62. Check #2208 was returned once and cleared on redeposit. Check #2209 & it's replacement check #2570 were issued and returned NSF twice. The \$23,506.00 balance remains unpaid.	B-1
					2/5/2014	2209	\$23,506.00	2/21/2014	N/A		
					4/1/2014	2570	\$23,506.00	4/10/2014	N/A		
12/9/2013	BJ&E Realty Company, LP DBA BJE Contract	\$18,558.73	14	12/23/2013		2569	\$18,558.73	4/10/2014	N/A	Returned NSF twice, remains unpaid	B-2
12/10/2013	BJ&E Realty Company, LP DBA BJE Contract	\$23,464.55	14	12/24/2013		2613	\$23,464.55	4/14/2014	N/A	Returned NSF twice, remains unpaid	B-3
12/11/2013	BJ&E Realty Company, LP DBA BJE Contract	\$21,985.12	14	12/25/2013		2614	\$21,985.12	4/15/2014	N/A	Returned NSF twice, remains unpaid	B-4