

**UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE**

In re:)
)
Imperial Frozen Foods Op Co, LLC) PACA-D Docket No. 21-J-0001
)
Respondent.)

Decision and Order Without Hearing

Appearances:

Shelton S. Smallwood, Esq., with the Office of the General Counsel, United States Department of Agriculture, Washington, DC, for the Complainant, Deputy Administrator, Fair Trade Practices Program, Agricultural Marketing Service (“AMS”); and

Gregory B. Crampton, Esq., and Steven C. Newton, Esq., of Nicholls & Crampton, P.A., Raleigh, NC, counsel for Gregory B. Crampton, Chapter 7 Bankruptcy Trustee for Imperial Frozen Foods Op Co, LLC.

This is a disciplinary proceeding brought pursuant to the provisions of the Perishable Agricultural Commodities Act, 1930, as amended (7 U.S.C. § 499a *et seq.*) (“PACA”), the regulations promulgated pursuant to the PACA (7 C.F.R. Part 46) (“Regulations”), and the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted By the Secretary (7 C.F.R. §§ 1.130 through 1.151) (“Rules of Practice”).

PROCEDURAL BACKGROUND

The Complaint, filed October 5, 2020, alleges that Respondent committed willful, flagrant and repeated violations of section 2(4) of the PACA (7 U.S.C. § 499b(4)) by failing to make full payment promptly to thirty-one (31) sellers for 389 lots of perishable agricultural commodities which Respondent purchased, received, and accepted in interstate and foreign commerce, in the total amount of \$6,374,648.97 during the period from May 2019 through January 2020.¹ Complainant requests the issuance of an order finding that Respondent

¹ Although the Complaint alleges Respondent failed to make full and prompt payment to thirty-

committed willful, flagrant and repeated violations of section 2(4) of the PACA (7 U.S.C. § 499b(4)), and publication of the facts and circumstances surrounding the violations pursuant to section 8(a) of the PACA (7 U.S.C. § 499h(a)).

On November 2, 2020, Respondent filed its Answer, by and through Gregory B. Crampton, an attorney, and Respondent's Chapter 7 Bankruptcy Trustee. In its Answer Respondent stated that it filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*) in U.S. Bankruptcy Court, Eastern District of North Carolina. The Answer also admitted the material allegations of the Complaint, including that Respondent failed to make full payment to the sellers listed on its bankruptcy Schedule E/F, a copy of which is attached as Appendix A to the Complaint. Answer at 2, para III. Respondent also admitted in its Answer that its Schedule E/F of the voluntary bankruptcy petition listed the thirty-one (31) sellers listed in Appendix A of the Complaint which hold unsecured produce debt claims against Respondent in the amount of \$5,247,130.63. Answer at 3, para IV.² In its Answer, Respondent raised two affirmative defenses stating: "To the extent the USDA seeks in its Complaint the termination of Imperial's already terminated PACA license, such action appears futile, unnecessary and unreasonable, and beyond the proper exercise of any police or regulatory power of the USDA"

one (31) sellers between May 2019 and January 2020, Appendix A indicates payment due dates between May 2019 and December 2019 on transactions between April 2019 and November 2019. The dates listed in Appendix A are consistent with Respondent's Answer stating that it ceased business in November 2019 when it filed for Chapter 7 Bankruptcy. In addition, while the Complaint alleges thirty-one (31) sellers of 389 lots and the Answer admitted to thirty-one (31) unsecured creditors, Palmetto Processing Solutions LLC, a seller of one (1) lot listed in Appendix A of the Complaint is not listed in Schedule E/F. Thus, the Schedule E/F lists thirty (30) of the thirty-one (31) sellers listed in Appendix A to the Complaint owing a total of \$5,247,130.63.

² See also *supra* note 1.

and the Respondent “reserves the right to assert that the USDA’s pursuit of its Complaint against a Chapter 7 Debtor no longer in business, and no longer the holder of a PACA license, is in violation of 11 U.S.C. § 362 to the extent that such action are not properly excluded from the Automatic Stay provisions of Section 362 of the Bankruptcy Code.”

On December 17, 2020, Complainant filed a Motion for A Decision Without Hearing Based on Admissions (“Complainant’s Motion”) asking that a decision and order without hearing be issued against Respondent due to its failure to make a full and prompt payment for produce purchases made in willful, flagrant, and repeated violation of the PACA (7 U.S.C. § 499b(4)). With the Motion, Complainant also filed a proposed Decision and Order. In its Motion, at 3, Complainant states that Respondent’s Answer to the Complaint admitted the material allegations of the Complaint by stating that “it is also admitted on information and belief that Imperial failed to make full payment to the sellers in its bankruptcy Schedule E/F, a copy of which is attached to Appendix A to the Complaint” (internal quotations omitted) and Respondent specifically admitted in its Answer that in the Schedule E/F of the voluntary bankruptcy petition all thirty-one (31) of the thirty-one (31) sellers listed in Appendix A to the Complaint hold unsecured produce debt claims against Respondent in the amount of \$5,247,130.63.³

On January 7, 2021, Respondent, filed a Response and Objection to Motion

³ Complainant explains the discrepancy between its Complaint and its Motion in the amount owed in its Motion at 3, fn. 4: “The amounts listed in the Schedule E/F for six (6) of the PACA creditors are considerably smaller than the amounts listed in Appendix A to the Complaint: National Frozen Foods Corporation (\$35,830.15 v. \$278,507.01); Sun Mark Foods Limited (\$113,686.58 v. \$238,686.58); Fruitrade International, Inc. (\$261,832.34 v. \$437,689.27); MB Global Foods (\$422,629.37 v. \$559,709.94); Alex Ingredients, Inc. (\$531,470.79 v. 622,087.15); Bonduelle USA, Inc. (\$74,755.91 v. \$139,168.09).”

(“Respondent’s Response”). Therein, Respondent stated, at 2, para. 8, that “at least twenty-one (21) of the claimants listed on Complaint’s Exhibit List filed on January 2, 2021 submitted themselves to the exclusive jurisdiction of the United States Bankruptcy Court in the Chapter 7 case for determination of the validity of their respective PACA claims” and proceeds to list five (5) sellers who were denied status as PACA claims. In its Response, at 3-4, Respondent also contends that Respondent’s Answer did not admit the material allegations in the Complaint but contends that “the promptness of payment is a material element of the PACA violation alleged in the Complaint, and that element was **not** admitted in Respondent’s Answer.” (Emphasis in original).

DISCUSSION

The Rules of Practice, 7 C.F.R. §§ 1.130 *et seq.*, apply in this matter. Pursuant to 7 C.F.R. § 1.136, a respondent is required to file an answer within twenty (20) days after service of a complaint. The Rules of Practice provide that an answer shall “[c]learly admit, deny, or explain each of the allegations of the Complaint and shall clearly set forth any defense asserted by the respondent.” Moreover, “[t]he failure to file an answer, or the admission by the answer of all the material allegations of fact contained in the complaint, shall constitute a waiver of hearing.” 7 C.F.R. § 1.139. Here, Respondent has in fact admitted the material allegations of fact alleged in the Complaint and, thus, a hearing is not necessary.

Respondent does not cite any authority for the defense raised in its Answer, at 4, para. 4, that the present action “is in violation of 11 U.S.C. section 362 to the extent that such actions are not properly excluded from the Automatic Stay provisions of Section 362 of the Bankruptcy Code.” Likewise, Respondent’s Response fails to cite any authority to show why the Bankruptcy Court’s determinations of “no PACA claim” with respect to various sellers listed in both

Respondent's Schedule E/F and Appendix A to the Complaint would have any effect on, or jurisdiction over, the present enforcement action by the USDA under its statutory and regulatory authority.

Although actions by creditors are automatically stayed by the filing of a petition in bankruptcy, 11 U.S.C. § 362(b)(4) of the Bankruptcy Act expressly provides that the automatic stay does not extend to an action of proceeding by a governmental unit to enforce that unit's police or regulatory power. Moreover, 11 USC § 525(a) specifically excludes the PACA from the code's provisions, limiting the revocation, suspension or refusal of licenses.⁴ The present case is a disciplinary action under the USDA's statutory and regulatory power. The present case will not have any impact on the bankruptcy proceeding and it will not determine any financial obligations or determine any claims judgments with respect to any of the parties to the bankruptcy proceeding. The same applies in reverse here. The findings of the Bankruptcy Court do not affect the administrative jurisdiction of the USDA to enforce the PACA. The Complaint seeks a finding that the Respondent violated the PACA and to publish the facts and circumstances of such violations. I see no difference between the authority to revoke, suspend, or refusal to grant a license and the authority to order the publishing of the facts and circumstances surrounding PACA violations. Both are disciplinary actions clearly authorized under the PACA.⁵ Accordingly, any objection to this Courts' jurisdiction or authority to

⁴ As is clear from the legislative history, in carving out the above exceptions, Congress recognized the importance of having only financially responsible firms in the perishable agricultural commodity business and was well aware of the Department's well established policy of revoking one's license for failure to pay in full for produce purchases. The Departmental policy has repeatedly been upheld in the Federal Circuit Courts. *See Melvin Beene Produce Co.*, 41 Agric. Dec. 2422 (1982), *aff'd* 728 F.2d 347 (6th Cir. 1984); *Carpenito Bros. Inc.*, 46 Agric. Dec. 486 (1987), *aff'd* 851 F.2d 1500 (D.C. Cir. 1988) (Table).

⁵ *See* 7 U.S.C. §§ 499b(4) (requiring merchants and dealers to make "full payment promptly" for

proceed in this matter is denied.

Moreover, even if this Court were to accept that five (5) of the at least twenty-one (21) creditors who submitted themselves to the jurisdiction of the Bankruptcy Court were found to have “no PACA claim,”⁶ that would still leave at least twenty-five (25)⁷ sellers with approximately \$4,700,000.00 in outstanding claims, a more than *de minimus* amount.⁸

In his Response, Respondent also alleges that it did not admit in its Answer that Respondent did not promptly pay all of the sellers. However, Respondent fails to explain how admitting to outstanding unsecured debt of over \$5 million dollars and filing for bankruptcy on such debts can be evidence of anything other than failure to promptly pay its creditors. As the Secretary stated in *Scamcorp, Inc., d/b/a Goodness Greeness*, 57 Agric. Dec. 527, 547-549 (U.S.D.A 1998) (emphasis added):

PACA requires full payment promptly, and commission merchants, dealers and brokers are required to be in compliance with the payment provisions of the PACA at all times. . . . In any PACA disciplinary proceeding in which it is alleged that a respondent has failed to pay in accordance with the PACA and respondent

perishable agricultural commodities, usually within ten (10) days of acceptance, unless the parties have agreed to different terms prior to the purchase); 7 U.S.C. § 499h(a) (which states “Whenever ... the Secretary determines, as provided in section 499f of this title, that any commission merchant, dealer, or broker has violated any of the provisions of section 499b of this title ... the Secretary may publish the facts and circumstances of such violation and/or, by order, suspend the license of such offender for a period not to exceed ninety days, except that, if the violation is flagrant or repeated, the Secretary may, by order, revoke the license of the offender.”).

⁶ Respondent does not explain what a “no PACA claim” means and how it would be relevant to this proceeding.

⁷ Only thirty (30) of the sellers were listed in Appendix A of the Complaint were listed in the Schedule E/F. *See supra* note 1. Thirty (30) minus the five (5) “no PACA claim” would equal twenty-five (25) sellers.

⁸ *See Fava & Co.*, 46 Agric. Dec. 79, 81 (U.S.D.A. 1984) (ruling on certified question) (no hearing required unless “the amount presently due and unpaid would be de minimis, e.g., less than \$5,000”), final decision, 44 Agric. Dec. 870 (U.S.D.A 1985).

admits the material allegations in the complaint and makes no assertion that the respondent has achieved or will achieve full compliance with the PACA within 120 days after the complaint is served on that respondent, or the date of the hearing, whichever occurs first, the PACA case will be treated as a ‘no-pay’ case.

Indeed, by filing for Bankruptcy protection and listing unsecured creditors, Respondent has affirmed under penalty of perjury, that it has not and is unable to pay such creditors.⁹

Respondent’s Response also states, at 4, para. 10, that although Respondent admitted Imperial lists in its Schedule E/F, thirty (30) creditors as holding unsecured debt claims against Imperial in the amount of \$5,247,130.63, Respondent “did not admit that such Debtor-listed unsecured produce claims was accurate.” Such claim is without merit and contradicted by its own filings in Bankruptcy Court. Schedule E/F filed in the Bankruptcy proceedings required Respondent to list all unsecured claims. Schedule E/F required Respondent to check a box indicating whether such claims were contingent, unliquidated, or disputed. Respondent did not check that any of the claims were contingent, unliquidated, or disputed. In addition, Respondent did not allege that any of the claims were subject to offset. The Schedule E/F was submitted under declaration under penalty of perjury by Respondent’s Chief Financial Officer. To now allege that the amount of the outstanding claims that was submitted under declaration of perjury by the Respondent’s CFO is not accurate is contradicted by the Schedule E/F filing and quite frankly irrelevant. Even if the \$5,247,130.63 is not the exact amount Respondent still owes the

⁹ See *Evergreen Fresh Farms, Inc.*, Respondent, No. PACA-D Docket No. 20-J-0110, 2020 WL 7862676, at *4 (U.S.D.A. 2020) (“The practice of taking official notice of documents filed in bankruptcy proceedings, such as the ‘Schedule F,’ that have a direct relation to matters at issue in PACA disciplinary proceedings is long-standing and well-established.”)(citing *Watford*, 69 Agric. Dec. 1533, 1535 (U.S.D.A. 2010); *KDLO Enterprises, Inc.*, 69 Agric. Dec. 1538 (U.S.D.A 2010); *Judith’s Fine Foods Int’l, Inc.*, 66 Agric. Dec. 758, 764 (U.S.D.A. 2007); *Five Star Distributors, Inc.*, 56 Agric. Dec. 827, 893 (U.S.D.A 1997); *Samuel S. Napolitano Produce, Inc.*, 52 Agric. Dec. 1607, 1609 (U.S.D.A. 1993); *Caito*, 48 Agric. Dec. 602, 609-610 (U.S.D.A. 1989)).

thirty (30) produce sellers, Respondent cannot seriously contend, and lack support to prove, that the amount owed is *de minimis*.¹⁰

Respondent has admitted in its Answer, at 3, para. IV, that Imperial failed to make full payment to the sellers listed on its bankruptcy Schedule E/F, a copy of which is attached as Appendix A to the Complaint. Answer at 2, para. III. Respondent also admitted that in its Schedule E/F of the Voluntary Petition that thirty (30) of the thirty-one (31) sellers listed in Appendix A of the Complaint, hold unsecured produce debt claims against Respondent in the amount of \$5,247,130.63.

Respondent's violations in this case were flagrant and repeated.¹¹ Respondent's violations were also willful. A violation is willful under the Administrative Procedure Act (5 U.S.C. §558(c)) if a prohibited act is done intentionally, irrespective of evil intent, or done with a careless disregard of statutory requirements.¹² In other words, a violation is willful if a prohibited act is done intentionally, regardless of the violator's intent in committing those acts.¹³ Here, Respondent knew or should have known that it could not make prompt payment for the

¹⁰ See *supra* note 8, *Fava & Co.*, 46 Agric. Dec. at 81 (no hearing required unless "the amount presently due and unpaid would be *de minimis*, e.g., less than \$5,000").

¹¹ See *Melvin Beene Produce Co.* 41 Agric Dec. 2422 (U.S.D.A. 1992), *aff'd* 728 F.2d 347 (6th Cir. 1984); (In a series of transactions over a period of several months involving a deficit in excess of a quarter of a million dollars, it is inconceivable that Respondent was unaware of their financial condition and unaware that every additional transaction they entered into was likely to result in another violation of PACA. It is hard to imagine clearer examples of "flagrant" violations of the statute than exemplified by respondents conduct). See also *D.W. Produce, Inc.*, 53 Agric. Dec. 1672, 1678 (U.S.D.A. 1994) (a finding of repeated violations is appropriate whenever there is more than one violation of the Act, and a finding of flagrant violations of the Act is appropriate whenever the total amount due and owing exceeds \$5,000.00).

¹² *Ocean View Produce, Inc.*, 2009 WL 218027 (U.S.D.A. 2009).

¹³ *Hogan Distributing, Inc.*, 55 Agric. Dec. 622, 630 (U.S.D.A. 1996).

large amounts of perishables it ordered, yet it continued to make purchases over a lengthy period of time and did not pay produce suppliers promptly.¹⁴

Respondent's actions are willful because Respondent intentionally withheld full and prompt payment from at least (30) sellers listed in Appendix A to the Complaint for produce it purchased, received and accepted in the course of or in contemplation of interstate and foreign commerce. Complainant need only demonstrate that Respondent failed to make full payment promptly to sellers for produce it purchased, received and accepted in more than a *de minimis* amount. Complainant has met that burden. Respondent has admitted by its Bankruptcy Schedule E/F filings that thirty (30) sellers are still owed \$5,247,130.63 listed in Appendix A to the Complaint, more than a *de minimis* amount.¹⁵

Pursuant to the Complainant's motion for the issuance of a decision and order without hearing based upon admissions, the following decision and order is issued without further procedure or hearing pursuant to 7 C.F.R. § 1.139.

FINDINGS OF FACT

1. Respondent is a limited liability company organized and existing under the laws of the State of North Carolina. Respondent's business address is 3150 Rogers Road, Suite 212, Wake Forest, North Carolina. The Complaint in this case was served on Respondent's Counsel, Gregory B. Crampton, of Nicholas & Crampton, P.A., P.O. Box 18237,

¹⁴ See Appendix A to the Complaint which lists continuing transactions between May 2019 and November 2019 totally over \$6 million dollars. The Schedule E/F filed in Bankruptcy proceeding lists a total of 274 creditors with a total of \$10,420,722.72 unsecured claims.

¹⁵ As stated *supra*, note 1, although Respondent admitted to thirty-one (31) creditors listed in Appendix A, Schedule E/F lists only thirty (30) of the thirty-one (31) sellers listed in Appendix A to the Complaint.

Raleigh, NC 27619 and the Respondent's principal whose address was provided to the Office of Hearing Clerk for service purpose; it was withheld from this Complaint to protect the principal's personal information and privacy.

2. At all times material herein, Respondent was licensed and/or operating subject to the provisions of the PACA. License number 20150617 was issued to Respondent on April 20, 2015. The license was listed as Active with Bankruptcy after Respondent filed a Voluntary Bankruptcy Petition on November 22, 2019. The license was terminated on June 29, 2020, pursuant to section 4(a) of the PACA (7 U.S.C. § 499d(a)), when Respondent failed to pay the required annual renewal fee.
3. Respondent, during the period May 2019 through November 2019, on or about the dates and in the transactions set forth in Appendix A to the Complaint attached hereto and incorporated by reference, failed to make full payment promptly to at least thirty (30) sellers for at least 388 lots of perishable agricultural commodities which Respondent purchased, received, and accepted in interstate and foreign commerce, in the total amount of \$5,247,130.63.
4. On November 22, 2019, Respondent filed a Voluntary Petition pursuant to Chapter 7 of the Bankruptcy Code (11 U.S.C. section 701 *et seq.*) in the United States Bankruptcy Court, Eastern District of North Carolina. The Petition was designated Case No. 19-05419-5-SWH. Respondent lists in its Schedule E/F thirty (30) PACA creditors listed in Appendix A to this Complaint hold unsecured produce debt claims against Respondent in the amount of \$5,247,130.63

Legal Conclusion

Respondent willfully violated section 2(4) of the PACA (7 U.S.C. § 499b(4)). The

failure of Respondent to make full payment promptly of the agreed purchase prices for the perishable agricultural commodities that it purchased, received, and accepted in interstate and foreign commerce constitutes willful, flagrant, and repeated violations of section 2(4) of the PACA (7 U.S.C. § 499b(4)) as described in section 46.2(aa) of the Regulations (7 C.F.R. § 46.2(aa)).

Order

A finding is made that Respondent committed willful, flagrant, and repeated violations of section 2(4) of the PACA (7 U.S.C. § 499b(4)), and that the facts and circumstances of these violations shall be published.

Pursuant to the Rules of Practice governing procedures under the PACA, this Decision will become final without further proceeding thirty-five (35) days after service hereof unless appealed to the Secretary by a party to the proceeding within thirty (30) days after service as provided in sections 1.139 and 1.145 of the Rules of Practice (7 C.F.R. §§ 1.139 and 1.145).

Copies of this Decision and Order Without Hearing by Reason of Admissions shall be served by the Hearing Clerk on each of the parties.

Done this 25th day of January 2021, at Washington, D.C.



Tierney Carlos
Administrative Law Judge

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Appendix A

Seller's Name	No. Lots	Commodity	Dates Accepted	Dates Payment Due	Amounts Past Due & Unpaid
1 BIOMAC International LLC San Antonio, Texas	4	Blueberries	04/07/19 to 12/07/19	05/07/19 to 01/06/20	\$260,101.11
2 CH Foods Nogales, Arizona	14	MXV	04/19/19 to 10/17/19	05/19/19 to 11/16/19	\$116,020.97
3 National Frozen Foods Corporation Seattle, Washington	29	MXV	05/03/19 to 12/18/19	06/02/19 to 01/18/20	\$278,507.01
4 RainSweet, Inc Salem, Oregon	11	MXF	05/30/19 to 09/11/19	06/29/19 to 10/11/19	\$235,681.60
5 Empacadora Gab Inc Laredo, Texas	26	MXV	06/04/19 to 09/30/19	07/04/19 to 10/30/19	\$372,558.00
6 Ma's Blueberries Covert, Michigan	2	Blueberries	6/14/19 to 6/17/19	7/14/19 to 7/17/19	\$74,898.00
7 A & P Fruit Growers Ltd Abbotsford, BC, Canada	2	MXFV	06/17/19	07/17/19	\$66,810.00
8 Hanover Foods Corporation Hanover, Pennsylvania	4	MXV	06/17/19 to 10/28/19	07/17/19 to 11/27/19	\$12,458.45
9 Reliance Foods International Ile Perrot, QC, Canada	25	MXF	06/05/19 to 09/20/19	07/20/19 to 11/04/19	\$1,017,772.86
10 Active Berry Packers LLC Lynden, Washington	1	Raspberries	06/27/19	07/27/19	\$18,960.00
11 InterAmerican Quality Foods San Antonio, Texas	8	MXF	07/08/19 to 09/30/19	08/07/19 to 10/30/19	\$295,027.20
12 Peterson Farms Shelby, Michigan	1	Cherries	07/09/19	08/08/19	\$54,000.00
13 Sun Mark Foods Limited Madison, New Jersey	7	MXF	07/12/19 to 08/28/19	08/11/19 to 9/27/19	\$238,686.58
14 Fruitrade International Inc Toronto, ON, Canada	17	MXF	07/17/19 to 10/25/19	08/16/19 to 11/24/19	\$437,689.27
15 Sunkist Growers Inc Valencia, California	3	Oranges	07/18/19 to 10/16/19	08/17/19 to 11/15/19	\$137,500.00
16 Lamex Agrifoods, Inc Miami, Florida	25	MXFV	07/19/19 to 11/20/19	08/18/19 to 12/20/19	\$376,440.45

17	Naturipe Value Added Foods, LLC Esteró, Florida	6	MXF	07/22/19 to 08/27/19	08/21/19 to 09/26/19	\$170,633.37
18	NORPAC Foods, Inc Salem, Oregon	2	MXV	08/02/19 to 09/10/19	09/01/19 to 10/10/19	\$40,773.15
19	SureFresh Produce Inc Santa Maria, California	1	Celery	08/16/19	09/15/19	\$20,413.50
20	Palmetto Processing Solutions LLC Ridge Spring, South Carolina	1	Sliced Peaches	08/26/19	09/25/19	\$40,800.00
21	Muzzi Family Farms LLC Moss Landing, California	1	MXV	09/24/19	10/04/19	\$11,119.50
22	MB Global Foods, Inc Vaudreuil, QC, Canada	26	MXFV	09/18/19 to 11/13/19	10/18/19 to 12/13/19	\$559,709.94
23	Superior Foods Intl LLC Watsonville, California	49	MXV	09/19/19 to 10/22/19	10/19/19 to 11/21/19	\$317,574.01
24	Dickinson Frozen Foods Inc Eagle, Idaho	15	MXV	09/20/19 to 11/15/19	10/20/19 to 12/15/19	\$133,007.26
25	MarBran USA, LLC McAllen, Texas	70	MXV	09/24/19 to 11/21/19	10/24/19 to 12/21/19	\$211,760.54
26	Alex Ingredients Inc Sainte-Anne-de-Bellevue, QC, Canada	13	MXF	09/25/19 to 11/12/19	10/25/19 to 12/12/19	\$622,087.15
27	Superior Foods Inc. Watsonville, California	2	Spinach	09/30/19 to 10/24/19	10/30/19 to 11/23/19	\$2,712.06
28	Friendly Nature USA, LLC Cumming, Georgia	3	MXV	10/11/19 to 11/07/19	11/10/19 to 12/07/19	\$69,626.50
29	Inn Foods Inc Watsonville, California	5	MXV	10/17/19 to 11/18/19	11/16/19 to 12/18/19	\$17,568.90
30	Oregon Potato Company Warden, Washington	1	Corn	10/23/19	11/22/19	\$24,583.50
31	Bonduelle USA Inc Rochester, New York	15	MXV	10/23/19 to 11/14/19	11/22/19 to 12/14/19	\$139,168.09

Sellers

389

Total \$6,374,648.97

APPENDIX A