

UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

In re:) P & S Docket No. D-12-0072
)
Mohammad S. Malik and Kiran)
Enterprises, Inc., d/b/a Trenton)
Halal Meat Packing Co.,)
)
Respondents) **Decision and Order**

PROCEDURAL HISTORY

Alan R. Christian, Deputy Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture [hereinafter the Deputy Administrator], instituted this disciplinary administrative proceeding by filing a Complaint and Notice of Hearing [hereinafter Complaint] on November 17, 2011. The Deputy Administrator instituted the proceeding under the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. §§ 181-229b) [hereinafter the Packers and Stockyards Act], and the Rules of Practice Governing Formal Adjudicatory Proceedings Instituted by the Secretary Under Various Statutes (7 C.F.R. §§ 1.130-1.151) [hereinafter the Rules of Practice].

The Deputy Administrator alleges, during the period on or about July 30, 2009, through October 20, 2009, Mohammad S. Malik and Kiran Enterprises, Inc., d/b/a

Trenton Halal Meat Packing Co. [hereinafter Kiran Enterprises], purchased livestock and failed to pay, when due, the full purchase price of the livestock, in willful violation of 7 U.S.C. §§ 192(a) and 228b.¹

The Hearing Clerk served Mr. Malik and Kiran Enterprises with the Complaint, the Rules of Practice, and the Hearing Clerk's service letter on November 21, 2011.² Neither Mr. Malik nor Kiran Enterprises filed an answer to the Complaint within 20 days after service, as required by 7 C.F.R. § 1.136(a). The Hearing Clerk sent Mr. Malik and Kiran Enterprises a letter dated December 19, 2011, informing them that they had failed to file a timely response to the Complaint. Neither Mr. Malik nor Kiran Enterprises responded to the Hearing Clerk's December 19, 2011, letter.

On December 20, 2011, the Deputy Administrator filed a Motion for Default Decision and a proposed Decision Without Hearing By Reason of Default [hereinafter Proposed Default Decision]. The Hearing Clerk served Mr. Malik and Kiran Enterprises with the Deputy Administrator's Motion for Default Decision and Proposed Default Decision and the Hearing Clerk's service letter on December 23, 2011.³ Neither

¹Compl. at 2 ¶¶ II-III.

²United States Postal Service Domestic Return Receipt for article number 7009 1680 0001 9852 1315.

³United States Postal Service Track & Confirm for article number 7009 1680 0001 9852 7454.

Mr. Malik nor Kiran Enterprises filed a response to the Deputy Administrator's Motion for Default Decision and Proposed Default Decision.

On January 26, 2012, Administrative Law Judge Janice K. Bullard [hereinafter the ALJ], in accordance with 7 C.F.R. § 1.139, issued a Decision Without Hearing By Entry of Default Against Respondents [hereinafter Default Decision]: (1) concluding that Mr. Malik and Kiran Enterprises willfully violated 7 U.S.C. §§ 192(a) and 228b by failing to make full payment promptly; (2) ordered Mr. Malik and Kiran Enterprises to cease and desist from failing to pay, within the time period required by the Packers and Stockyards Act, the full purchase price of livestock; and (3) assessed Mr. Malik and Kiran Enterprises a \$31,600 civil penalty.⁴

On February 15, 2012, Mr. Malik and Kiran Enterprises appealed the ALJ's Default Decision to the Judicial Officer. On March 5, 2012, the Deputy Administrator filed Complainant's Opposition to Respondent's [sic] Appeal Petition. On March 7, 2012, the Hearing Clerk transmitted the record to the Office of the Judicial Officer for consideration and decision. Based upon a careful review of the record, I adopt, with minor changes, the ALJ's Default Decision as the final agency decision.

⁴ALJ's Default Decision at 2-3.

DECISION

Statement of the Case

Mr. Malik and Kiran Enterprises failed to file an answer to the Complaint within the time prescribed in 7 C.F.R. § 1.136(a). Pursuant to 7 C.F.R. § 1.136(c), the failure to file an answer within the time provided in 7 C.F.R. § 1.136(a) is deemed, for purposes of the proceeding, an admission of the allegations in the complaint. Further, pursuant to 7 C.F.R. § 1.139, the failure to file an answer, or the admission by the answer of all the material allegations of fact contained in the complaint, constitutes a waiver of hearing. Accordingly, the material allegations in the Complaint are adopted as findings of fact, and I issue this Decision and Order pursuant to 7 C.F.R. § 1.139.

Findings of Fact

1. Mr. Malik is an individual who is president and 50 percent owner of Kiran Enterprises.
2. Kiran Enterprises is a corporation organized and existing under the laws of the State of New Jersey.
3. Mr. Malik and Kiran Enterprises' business mailing address is 610 Roebling Avenue, Trenton, New Jersey 08611.
4. Mr. Malik and Kiran Enterprises, at all times material to this proceeding:

(a) Engaged in the business of buying livestock, in commerce, for the purposes of slaughter and manufacturing or preparing meats or meat products for sale or shipment, in commerce; and

(b) Operated as a packer within the meaning of, and subject to, the Packers and Stockyards Act.

5. On or about the dates and in the transactions set forth in Appendix A, attached to this Decision and Order, Mr. Malik and Kiran Enterprises purchased livestock and failed to pay, when due, the full purchase price of the livestock.

Conclusion of Law

By failing to make full payment promptly, Mr. Malik and Kiran Enterprises have willfully violated 7 U.S.C. §§ 192(a) and 228b.

Mr. Malik and Kiran Enterprises' Appeal Petition

Mr. Malik and Kiran Enterprises raise two issues in their appeal of the ALJ's Default Decision. First, Mr. Malik and Kiran Enterprises request that I set aside the ALJ's Default Decision. Mr. Malik and Kiran Enterprises admit they failed to file a timely answer to the Complaint and state they cannot explain the reasons for their failure to file a timely answer. (Appeal Pet. at 1.)

Mr. Malik and Kiran Enterprises' failure to file a timely answer to the Complaint is deemed, for purposes of the proceeding, an admission of the allegations of the Complaint

and constitutes a waiver of hearing.⁵ Therefore, the ALJ properly issued the Default Decision. On rare occasions, I have set aside default decisions for good cause shown or in proceedings in which the complainant does not object to setting aside the default decision.⁶ Mr. Malik and Kiran Enterprises state they cannot explain the reasons for their

⁵7 C.F.R. §§ 1.136(c), 1.139, 1.141(a).

⁶*See In re Dale Goodale*, 60 Agric. Dec. 670 (2001) (Remand Order) (setting aside the default decision because the administrative law judge adopted apparently inconsistent findings of a dispositive fact in the default decision and the order in the default decision was not clear); *In re Deora Sewnanan*, 60 Agric. Dec. 688 (2001) (setting aside the default decision because the respondent was not served with the complaint); *In re H. Schnell & Co.*, 57 Agric. Dec. 1722 (1998) (Remand Order) (setting aside the default decision, which was based upon the respondent's statements during two telephone conference calls with the administrative law judge and the complainant's counsel, because the respondent's statements did not constitute a clear admission of the material allegations in the complaint and concluding the default decision deprived the respondent of its right to due process under the Fifth Amendment to the Constitution of the United States); *In re Arizona Livestock Auction, Inc.*, 55 Agric. Dec. 1121 (1996) (setting aside the default decision because facts alleged in the complaint and deemed admitted by failure to answer were not sufficient to find a violation of the Packers and Stockyards Act or jurisdiction over the matter by the Secretary of Agriculture); *In re Veg-Pro Distributors*, 42 Agric. Dec. 273 (1983) (Remand Order) (setting aside the default decision because service of the complaint by registered and regular mail was returned as undeliverable, and the respondent's license under the Perishable Agricultural Commodities Act had lapsed before service was attempted), *final decision*, 42 Agric. Dec. 1173 (1983); *In re Vaughn Gallop*, 40 Agric. Dec. 217 (1981) (Order Vacating Default Decision and Remanding Proceeding) (vacating the default decision and remanding the case to the administrative law judge to determine whether just cause exists for permitting late answer), *final decision*, 40 Agric. Dec. 1254 (1981); *In re J. Fleishman & Co.*, 38 Agric. Dec. 789 (1978) (Remand Order) (remanding the proceeding to the administrative law judge for the purpose of receiving evidence because the complainant had no objection to the respondent's motion for remand), *final decision*, 37 Agric. Dec. 1175 (1978); *In re Richard Cain*, 17 Agric. Dec. 985 (1958) (Order Reopening After Default) (setting aside a default decision and accepting a late-filed answer because the complainant did not object to the respondent's motion to reopen after default).

failure to file a timely answer to the Complaint; therefore, I find Mr. Malik and Kiran Enterprises have failed to show good cause for setting aside the ALJ's Default Decision. Moreover, the Deputy Administrator objects to setting aside the ALJ's Default Decision (Complainant's Opposition to Respondent's [sic] Appeal Petition at 3-6). Under these circumstances, I find no basis upon which to set aside the ALJ's properly issued Default Decision.

Second, Mr. Malik and Kiran Enterprises request that I suspend or waive the civil penalty assessed by the ALJ. Mr. Malik and Kiran Enterprises cite, as the bases for their request, the following: (1) while they have not always paid for livestock in accordance with the Packers and Stockyards Act, they have never failed to pay an invoice; (2) no livestock seller has ever been instituted an action against them for failure to pay for livestock, when due; (3) they have always tried to comply with the Packers and Stockyards Act; and (4) in the future, they fully expect to pay for livestock in accordance with the Packers and Stockyards Act. (Appeal Pet. at 1.)

The Packers and Stockyards Act explicitly requires each packer purchasing livestock, before the close of the next business day following the purchase of the livestock and the transfer of possession of the livestock, to pay the full amount of the purchase price.⁷ Mr. Malik and Kiran Enterprises do not deny their failure to pay for livestock in accordance with the Packers and Stockyards Act, as alleged in the Complaint.

⁷7 U.S.C. § 228b(a).

Mr. Malik and Kiran Enterprises' payment of all invoices for livestock, Mr. Malik and Kiran Enterprises' attempt to comply with the Packers and Stockyards Act, Mr. Malik and Kiran Enterprises' expectation that they will comply with the Packers and Stockyards Act in the future, and the fact that no livestock seller has ever instituted an action against Mr. Malik or Kiran Enterprises for failure to pay for livestock, when due, are not defenses to their violations of the Packers and Stockyards Act or bases upon which to suspend or waive the civil penalty assessed by the ALJ.

Mr. Malik and Kiran Enterprises also assert the civil penalty assessed by the ALJ should be suspended or waived because their violations of the Packers and Stockyards Act were not intentional (Appeal Pet. at 1). The ALJ concluded that Mr. Malik and Kiran Enterprises' violations of the Packers and Stockyards Act were willful.⁸ 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 careless disregard of statutory requirements.⁹ Mr. Malik and Kiran Enterprises' willfulness is reflected by their

⁸ALJ's Default Decision at 2.

⁹*See, e.g., In re Robert Morales Cattle Co.*, ___ Agric. Dec. ___, slip op. at 15 (Mar. 6, 2012); *In re Richard L. Reece*, ___ Agric. Dec. ___, slip op. at 7 (Oct. 17, 2011); *In re Marysville Enterprises, Inc.*, 59 Agric. Dec. 299, 309-12, (2000); *In re Hines and Thurn Feedlot, Inc.*, 57 Agric. Dec. 1408, 1414, 1423 (1998); *In re Samuel J. Dalessio, Jr.* (Decision as to Samuel J. Dalessio, Jr., and Douglas S. Dalessio, d/b/a Indiana Farmers Livestock Market, Inc.), 54 Agric. Dec. 590, 607 (1995), *aff'd*, 79 F.3d 1137 (3d Cir. 1996) (Table); *In re Hardin County Stockyards, Inc.* (Decision as to Hardin County Stockyards, Inc., and Rex Lineberry), 53 Agric. Dec. 654, 658 (1994); *In re Syracuse Sales Co.* (Decision as to John Knopp), 52 Agric. Dec. 1511, 1529 (1993),
(continued...)

violations of express provisions of the Packers and Stockyards Act, the length of time during which Mr. Malik and Kiran Enterprises committed the violations, and the dollar amount and number of the violative transactions. I find, under the circumstances, Mr. Malik and Kiran Enterprises intentionally failed to pay the full amount of the purchase price of livestock, when due; therefore, Mr. Malik and Kiran Enterprises' violations of the Packers and Stockyards Act were willful. Accordingly, I reject Mr. Malik and Kiran Enterprises' request that I suspend or waive the civil penalty assessed by the ALJ.

For the foregoing reasons, the following Order is issued.

ORDER

1. Mr. Malik and Kiran Enterprises, their agents and employees, directly or indirectly through any corporate or other device, in connection with their activities subject to the Packers and Stockyards Act, shall cease and desist from failing to pay, within the time period required by the Packers and Stockyards Act, the full purchase price of livestock, as required by 7 U.S.C. § 228b(a).

2. Mr. Malik and Kiran Enterprises are assessed, jointly and severally, a \$31,600 civil penalty. The civil penalty shall be paid by certified check or money order made payable to the "Treasurer of the United States" and sent to:

⁹(...continued)
appeal dismissed, No. 94-9505 (10th Cir. Apr. 29, 1994); *In re Red River Livestock Auction, Inc.*, 30 Agric. Dec. 898, 904 (1971); *In re Rayville Livestock Auction, Inc.*, 30 Agric. Dec. 886, 896 (1971).

USDA-GIPSA
P.O. Box 790335
St. Louis, MO 63197-0335

Payment of the civil penalty shall be sent to, and received by, USDA-GIPSA within 60 days after service of this Order on Mr. Malik and Kiran Enterprises. Mr. Malik and Kiran Enterprises shall state on the certified check or money order that payment is in reference to P & S Docket No. D-12-0072.

Done at Washington, DC

March 8, 2012

William G. Jenson
Judicial Officer

Appendix A

Schedule of Failure to Pay When Due for Livestock Purchases

Entity Information

Entity		DBA					Mailing Address			
Kiran Enterprises, Inc. and Mohammad S. Malik		Trenton Halal Meat Packing Company					610 Roebbling Ave Trenton, NJ 08611			
Purchase Date	Seller's Name	Number of Head	Total Invoice	Due Date	Payment Date	Payment Instrument	Payment Instrument Number	Payment Amount	Days Late Per Instrument Date	Remarks
7/30/2009	Larry Crenwelge d/b/a Larry's Livestock - Balance of invoice included in beginning Accounts Payable Balance	N/A	\$11,979.62	N/A	8/26/2009	Wire	400139	\$11,979.62	N/A	Balance of prior invoice on 7/30/2009-Total wire of \$50,000 paid off remaining balance as of 7/30/09-\$11,979.62 , the entire balance for 8/4 invoice \$26,937.15, and \$11,083.23 of an 8/11 invoice
8/4/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	420	\$26,937.15	8/5/2009	8/26/2009	Wire	400139	\$26,937.15	21	Total wire of \$50,000 paid off remaining balance as of 7/30/09 -\$11,979.62 , the entire balance for 8/4 invoice \$26,937.15, and \$11,083.23 of an 8/11 invoice
8/11/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	784	\$51,640.08	8/12/2009	8/26/2009	Wire	400139	\$11,083.23	14	Total wire of \$50,000 paid off remaining balance as of 7/30/09 -\$11,979.62 , the entire balance for 8/4 invoice \$26,937.15, and \$11,083.23 of 8/11 invoice
					9/3/2009	Wire	400435	\$40,556.85	22	Total wire of 60,000 paid remaining balance of 8/12 invoice \$40,556.85 and \$19,443.15 of 8/17 invoice.
								\$51,640.08		
8/15/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	470	\$31,214.63	8/17/2009	9/3/2009	Wire	400435	\$19,443.15	17	Total wire of 60,000 paid remaining balance of 8/12 invoice \$40,556.85 and \$19,443.15 of 8/17 invoice
					9/11/2009	Wire	400098	\$11,771.48	25	Total wire of 50,000 paid remaining balance of 8/17 invoice \$11,771.48 and \$38,228.52 of 8/18 invoice
								\$31,214.63		
8/18/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	810	\$51,799.91	8/19/2009	9/11/2009	Wire	400098	\$38,228.52	23	Total wire of 50,000 paid remaining balance of 8/17 invoice \$11,771.48 and \$38,228.52 of 8/18 invoice
					9/17/2009	Wire	400299	\$13,571.39	29	Total wire of 50,000 paid remaining balance of 8/18 invoice \$13,571.58, the entire 8/23 invoice \$31,078.24 and \$5,350.27 of 8/25 invoice
								\$51,799.91		

Appendix A

Schedule of Failure to Pay When Due for Livestock Purchases

Entity Information

Entity		DBA					Mailing Address			
Kiran Enterprises, Inc. and Mohammad S. Malik		Trenton Halal Meat Packing Company					610 Roebling Ave Trenton, NJ 08611			
Purchase Date	Seller's Name	Number of Head	Total Invoice	Due Date	Payment Date	Payment Instrument	Payment Instrument Number	Payment Amount	Days Late Per Instrument Date	Remarks
8/22/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	447	\$31,078.24	8/24/2009	9/17/2009	Wire	400299	\$31,078.24	24	Total wire of 50,000 paid remaining balance of 8/18 invoice \$13,571.58, the entire 8/23 invoice \$31,078.24 and \$5,350.27 of 8/25 invoice
8/25/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	657	\$46,240.12	8/26/2009	9/17/2009	Wire	400299	\$5,350.37	22	Total wire of 50,000 paid remaining balance of 8/18 invoice \$13,571.58, the entire 8/23 invoice \$31,078.24 and \$5,350.27 of 8/25 invoice
					9/24/2009	Wire	400209	\$40,889.75	29	Total wire of 50,000 paid remaining of an 8/25 invoice \$40,889.75 and \$9,110.25 of 9/1 invoice
								\$46,240.12		
9/1/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	788	\$53,084.73	9/2/2009	9/24/2009	Wire	400209	\$9,110.25	22	Total wire of 50,000 paid remaining of an 8/25 invoice \$40,889.75 and \$9,110.25 of 9/1 invoice
					10/5/2009	Wire	400536	\$43,974.48	33	Total wire of 50,000 paid remaining balance of \$43,974.48 of 9/1/09 invoice plus \$6,025.52 of an 9/6/09 invoice
								\$53,084.73		
9/6/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	425	\$29,663.34	9/8/2009	10/5/2009	Wire	400536	\$6,025.52	27	Total wire of 50,000 paid remaining balance of \$43,974.48 of 9/1/09 invoice plus \$6,025.52 of an 9/6/09 invoice
					10/13/2009	Wire	400645	\$23,637.82	35	Total wire of 45,000 paid remaining balance of \$23,637.82 for 9/6 as well \$21,362.18 of 9/13/09
								\$29,663.34		
9/11/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	452	\$32,220.27	9/14/2009	10/13/2009	Wire	400645	\$21,362.18	29	Total wire of 45,000 paid remaining balance of \$23,637.82 for 9/6 as well \$21,362.18 of 9/13/09
					10/20/2009	Wire	400372	\$10,858.09	36	Total wire of 50,000 paid remaining balance of \$10,858.09 for 9/13/09 plus entire invoice of \$37,662.07 for 9/15. It also paid \$1,479.84 of 9/22/09 invoice

Appendix A

Schedule of Failure to Pay When Due for Livestock Purchases

Entity Information

Entity		DBA					Mailing Address			
Kiran Enterprises, Inc. and Mohammad S. Malik		Trenton Halal Meat Packing Company					610 Roebling Ave Trenton, NJ 08611			
Purchase Date	Seller's Name	Number of Head	Total Invoice	Due Date	Payment Date	Payment Instrument	Payment Instrument Number	Payment Amount	Days Late Per Instrument Date	Remarks
								\$32,220.27		
9/15/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	540	\$37,662.07	9/16/2009	10/20/2009	Wire	400372	\$37,662.07	34	Total wire of 50,000 paid remaining balance of 10,858.09 for 9/13/009 plus entire invoice of \$37,662.07 for 9/15. It also paid \$1,479.84 of 9/22/09 invoice
9/22/2009	Larry Crenwelge d/b/a Larry's Livestock (Junction Stockyards, Inc. Invoice)	672	\$45,470.40	9/23/2009	10/20/2009	Wire	400372	\$1,479.84	27	Total wire of 50,000 paid remaining balance of \$10,858.09 for 9/13/009 plus entire invoice of \$37,662.07 for 9/15. It also paid \$1,479.84 of 9/22/09 invoice
					10/26/2009	Wire	400448	\$43,990.56	33	total wire of 85,000 paid remaining balance of \$43,990.56 for 9/22/09 as well as \$41,009.44 of 9/29/09
								\$45,470.40		
8/11/2009	Southwest Livestock Exchange, Inc.	387	\$21,226.71	8/12/2009	8/13/2009	Wire	400175	\$4,657.21	1	Total wire of 20,000 paid for remainder of 8/11 invoice as well as \$15,342.79 for 8/4/09 invoice
					8/20/2009	Wire	400437	\$16,569.50	8	Total wire of 20,000 paid remainder of 8/11 invoice as well as \$3,430.50 of 8/18 invoice
								\$21,226.71		
8/18/2009	Southwest Livestock Exchange, Inc.	447	\$24,404.05	8/19/2009	8/20/2009	Wire	400437	\$3,430.50	1	Total wire of 20,000 paid 3430.50 of 8/18 invoice as well as \$16,569.50 of 8/11 /09 invoice
					8/27/2009	Wire	400331	\$15,000.00	8	Total wire of 15,000 paid porition of 8/18 invoice
					9/2/2009	Wire	20090902-00045097	\$5,973.55	14	Total wire of 15,000 paid remainder of 8/18/09 invoice, the entire balance for 8/25/09 and \$6,822.17 for 9/1/09 invoice
								\$24,404.05		

Appendix A

Schedule of Failure to Pay When Due for Livestock Purchases

Entity Information

Entity		DBA					Mailing Address			
Kiran Enterprises, Inc. and Mohammad S. Malik		Trenton Halal Meat Packing Company					610 Roebling Ave Trenton, NJ 08611			
Purchase Date	Seller's Name	Number of Head	Total Invoice	Due Date	Payment Date	Payment Instrument	Payment Instrument Number	Payment Amount	Days Late Per Instrument Date	Remarks
8/25/2009	Southwest Livestock Exchange, Inc.	37	\$2,204.28	8/26/2009	9/2/2009	Wire	20090902-00045097	\$2,204.28	7	Total wire of 15,000 paid remainder of 8/18/09 invoice, the entire balance for 8/25/09 and \$6,822.17 for 9/1/09 invoice
9/1/2009	Southwest Livestock Exchange, Inc.	340	\$20,913.30	9/2/2009	9/2/2009	Wire	20090902-00045097	\$6,822.17	Timely	Total wire of 15,000 paid remainder of 8/18/09 invoice, the entire balance for 8/25/09 and \$6,822.17 for 9/1/09 invoice
					9/14/2009	Wire	400537	\$14,091.13	12	Total wire of 20,000 paid remainder of 9/1/09 invoice as well as entire invoice for 9/8/08, and advance of \$808.63 on 9/15/09 invoice
								\$20,913.30		
9/8/2009	Southwest Livestock Exchange, Inc.	81	\$5,100.79	9/9/2009	9/14/2009	Wire	400537	\$5,100.79	5	Total wire of 20,000 paid remainder of 9/1/09 invoice as well as entire invoice for 9/8/08, and advance of \$808.63 on 9/15/09 invoice
9/15/2009	Southwest Livestock Exchange, Inc.	216	\$12,446.43	9/16/2009	9/14/2009	Wire	400537	\$808.08	Timely	Total wire of 20,000 paid remainder of 9/1/09 invoice as well as entire invoice for 9/8/08, and advance of \$808.63 on 9/15/09 invoice
					10/1/2009	Wire		\$11,638.35	15	Total wire of 15,000 paid remainder of 9/15/09 invoice as well as \$3,361.65 of 9/22/09 invoice
								\$12,446.43		
9/22/2009	Southwest Livestock Exchange, Inc.	102	\$6,475.30	9/23/2009	10/1/2009	Wire		\$3,361.65	8	Total wire of 15,000 paid remainder of 9/15/09 invoice as well as \$3,361.65 of 9/22/09 invoice
					10/15/2009	Wire	400427	\$3,113.65	22	Total wire of 15,000 paid remainder of 9/22/09 invoice as well as all of 9/29/09 invoice, and \$6,804.95 of 10/6/09 invoice
								\$6,475.30		
9/29/2009	Southwest Livestock Exchange, Inc.	79	\$5,081.40	9/30/2009	10/15/2009	Wire	400427	\$5,081.40	15	Total wire of 15,000 paid remainder of 9/22/09 invoice as well as all of 9/29/09 invoice, and \$6,804.95 of 10/6/09 invoice

Appendix A

Schedule of Failure to Pay When Due for Livestock Purchases

Entity Information

Entity		DBA				Mailing Address				
Kiran Enterprises, Inc. and Mohammad S. Malik		Trenton Halal Meat Packing Company				610 Roebling Ave Trenton, NJ 08611				
Purchase Date	Seller's Name	Number of Head	Total Invoice	Due Date	Payment Date	Payment Instrument	Payment Instrument Number	Payment Amount	Days Late Per Instrument Date	Remarks
10/1/2009	Southwest Livestock Exchange, Inc. g	123	\$8,537.61	10/2/2009	10/15/2009	Wire	400427	\$6,804.95	13	Total wire of 15,000 paid remainder of 9/22/09 invoice as well as all of 9/29/09 invoice, and \$6,804.95 of 10/6/09 invoice
					11/2/2009	Wire		\$1,732.66	26	Total wire of 15,000 paid remainder of 10/6 invoice as well as entire 10/13 and 10/20 invoices, and \$2,889.01 of 10/27/09 invoice
								\$8,537.61		
10/13/2009	Southwest Livestock Exchange, Inc. g	78	\$5,228.33	10/14/2009	11/2/2009	Wire		\$5,228.33	19	Total wire of 15,000 paid remainder of 10/6 invoice as well as entire 10/13 and 10/20 invoices, and \$2,889.01 of 10/27/09 invoice
10/20/2009	Southwest Livestock Exchange, Inc. g	71	\$5,150.00	10/21/2009	11/2/2009	Wire		\$5,150.00	12	Total wire of 15,000 paid remainder of 10/6 invoice as well as entire 10/13 and 10/20 invoices, and \$2,889.01 of 10/27/09 invoice