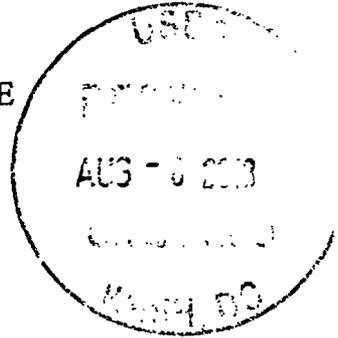


UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE



In re:) P & S Docket No. D-13-
Premier Poultry, Inc.)
Respondent) COMPLAINT 316

There is reason to believe that the respondent named herein has willfully violated provisions of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. § 181 *et seq.*) therefore, this complaint is issued alleging the following:

I.

(a) Premier Poultry, Inc., hereinafter referred to as respondent, is a business incorporated in the State of New York and currently located at 2282 Route 17B West Bethel, New York 12726. Respondent was previously located at 64 Cherry Street, Brooklyn, New York 11222 at the time of the alleged violations.

(b) Respondent at all times material herein was engaged in the business as a live poultry dealer in the State of New York.

II.

From March 9, 2012 to May 11, 2012, on twenty-two separate dates, respondent obtained live poultry from Clark's Feed Mills Inc., located in Shamokin, PA, and failed to timely deliver the full amount due to Clark's Feed Mills Inc., in the amount of \$269,307.19 (two hundred and sixty-nine thousand, three hundred and seven dollars and nineteen cents), in violation of 7 U.S.C. § 228b-1(a). (See Appendix).

III.

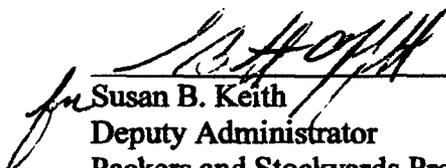
WHEREFORE, it is hereby ordered that for the purpose of determining whether the respondent has willfully violated the Act and the regulations issued hereunder, this complaint shall be served upon the respondent. The respondent shall have twenty (20) days in which to file with the Hearing Clerk, United States Department of Agriculture, Washington, D.C. 20250, an answer in accordance with the rules of practice governing proceedings under the Act (7 C.F.R. § 1.130 *et seq.*). Allegations not answered shall be deemed admitted for the purpose of this proceeding. Failure to file an answer shall constitute an admission of all the material allegations of this complaint.

The Packers and Stockyards Administration requests:

1. That unless respondent fails to file an answer within the time allowed, or files an answer admitting all the material allegations of this complaint, this proceeding be set for oral hearing in accordance with the rules of practice governing proceedings under the Act; and
2. That such order or orders be issued, including an order requiring respondent to cease and desist from the violations of the Act found to exist and assessing such civil penalty as authorized by the Act.

Done at Washington, D.C.

this 8th day of August, 2013



for Susan B. Keith
Deputy Administrator
Packers and Stockyards Program

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US Department of Agriculture
Grain Inspection, Packers and Stockyards Administration
Packers and Stockyards Program (P&SP)
Schedule of Failure to Pay When Due for Poultry (V1-28-09)
Entity Information

Investigation Date	Entity							DBA				Mailing Address	Control Number	
8/18/2012	Premier Poultry, Inc.											64 Cherry St. Brooklyn, NY 11222	143448	
Purchase Date	Seller's Name	Purchase Type	Poultry Pounds	Poultry Amount	Invoice Adjustments	Total Invoice	Credit Agreement	Due Date	Check Date	Check Number	Check Amount	Days Late per Check Date	Remarks	Exhibit Number
4/4/2012	Clark's Feed Mills, Inc.	Live	22,760	\$13,842.40	\$0.00	\$13,842.40	No	4/5/2012				109	Check 12843 paid for invoices listed.	A-5
4/6/2012	Clark's Feed Mills, Inc.	Live	20,000	\$12,611.35	\$0.00	\$12,611.35	No	4/9/2012				105		
4/8/2012	Clark's Feed Mills, Inc.	Live	12,400	\$7,538.65	\$0.00	\$7,538.65	No	4/9/2012				105		
4/9/2012	Clark's Feed Mills, Inc.	Live	8,980	\$5,498.20	\$0.00	\$5,498.20	No	4/10/2012				104		
4/11/2012	Clark's Feed Mills, Inc.	Live	25,500	\$15,988.30	\$0.00	\$15,988.30	No	4/12/2012				102		
				\$58,468.90		\$58,468.90			7/23/2012	12843	\$58,468.90			

Note: There was no written credit agreement between Premier and Clark's, but Clark's invoices showed due dates of up to 21 days after the purchase dates. Premier did not take advantage of the extended times to pay these invoices.