

NEW HOLLAND SALES STABLES, INC., NEW HOLLAND PA

This investigation focuses on price fraud by an auction market. New Holland Sales Stables is one of the largest auction markets in the northeast. A custodial account investigation led by Robby Obiekwe discovered a major fraud being committed by the market. Small packers, predominately in the Halal industry, contact the management at New Holland and give them an order to purchase livestock for their account. The investigation showed that livestock was purchased in the sales ring for an amount and then later the livestock was re-invoiced at a higher amount. The fraud scheme involves four or five Halal packers. The investigation will show that **New Holland is making \$80,000 a year. This fraud scheme has been going on since 2006.**

David Kolb asked Steve Fillippo if he would allow him to use his account(Frank Fillippo) to show that he purchased livestock that he, in fact, buys in the ring. In exchange for that, David offered to pay Steve Fillippo \$50.00 per week in cash. Steve Fillippo was interviewed on July 21, 2010. He signed an Affidavit. During the exit conference, Mr. David Kolb asked what could be the result of these actions. Before we could answer, His partner stated that he had already looked it up on line and said "possibly a cease and desist order and maybe a monetary fine up to a certain amount for each and every transaction in violation of the Act."

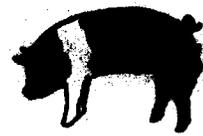
Buyer Name	Total # of head	Livestock amount	Total Dollars amount	# of head paid by Frank Filippo	Dollar amount paid by Filippo	Tag Number	Weight	Price paid to Consignor per lbs	Total amount paid to Consignor	Rebilled to buyer number	Rebilled buyer Name	Price Rebilled per lbs	Price mark up	Amount paid	Total Mark up	Total mark up for that day
Frank Filippo	71	\$ 40,858.16	\$ 40,858.16	43	\$ 22,255.42	32	975	\$ 56.50	\$ 538.98	246	Mecca Hala Meat, Inc	\$ 58.50	\$ 2.00	\$ 570.38	\$ 19.50	
						150	1080	\$ 54.50	\$ 507.60	246	Mecca Hala Meat, Inc	\$ 56.50	\$ 2.00	\$ 610.20	\$ 21.60	
						158	975	\$ 52.00	\$ 507.00	246	Mecca Hala Meat, Inc	\$ 54.00	\$ 2.00	\$ 526.50	\$ 19.50	
						199	1145	\$ 57.50	\$ 659.38	246	Mecca Hala Meat, Inc	\$ 59.50	\$ 2.00	\$ 681.28	\$ 22.90	
						346	925	\$ 61.00	\$ 564.25	246	Mecca Hala Meat, Inc	\$ 63.00	\$ 2.00	\$ 582.75	\$ 18.50	
						512	950	\$ 53.50	\$ 508.25	246	Mecca Hala Meat, Inc	\$ 55.50	\$ 2.00	\$ 527.25	\$ 19.00	
						527	1045	\$ 50.00	\$ 522.50	246	Mecca Hala Meat, Inc	\$ 52.00	\$ 2.00	\$ 543.40	\$ 20.90	
						603	920	\$ 52.00	\$ 478.40	246	Mecca Hala Meat, Inc	\$ 54.00	\$ 2.00	\$ 496.80	\$ 18.40	
						747	815	\$ 50.00	\$ 407.50	246	Mecca Hala Meat, Inc	\$ 52.00	\$ 2.00	\$ 423.80	\$ 16.30	
						1874	1060	\$ 56.50	\$ 598.90	246	Mecca Hala Meat, Inc	\$ 58.50	\$ 2.00	\$ 620.10	\$ 21.20	
																\$ 197.80

The fraud scheme involves five halal packers and has involved thousands of dollars. This schedule is just one of the Halals involved on this date. As you can see, New Holland made \$200.00 from Mecca halal.



NEW HOLLAND SALES STABLES, Inc.

ALL KINDS OF LIVESTOCK SOLD ON COMMISSION
101 W. FULTON STREET
P.O. BOX 96 • NEW HOLLAND, PA 17557
PHONE: (717) 354-4341
FAX: (717) 355-0706



DATE 01/07/2010 18:07:54
BUYER FRANK FILLIPPO
2667 EGYPT RD
ADDRESS NORRISTOWN, PA 19401-

INVOICE NO. 45624
Buyer 40
BUYER NO.

DESCRIPTION			HEAD	WEIGHT	PRICE	AMOUNT
*** RECAP *** SUMMARY ***						
CHARGE ACCOUNT	NUMBER HEAD	TOTAL WEIGHT	TOTAL AMOUNT	AVG WEIGHT	AVG PRICE	AVG AMOUNT
40	3	2350	1477.33	783	62.87	492.44
40 -5	8	10430	4911.41	1304	47.09	613.93
40 -10	15	21160	9332.60	1411	44.10	622.17
40 -10X	1	2190	1237.35	2190	56.50	1237.35
40 -30	3	4035	1014.20	1345	25.14	338.07
40 -50	13	15670	4282.53	1205	27.33	329.43
40 -100	0	100	-809.90	0	-809.90	0.00
	43	55935	21445.52			
Total Head			43			
Total Weight			55935			
Purchases			40,858.16			
Miscellaneous			809.90	CASH REFUND		
Total Bill			41,668.06	Unpaid		
Resales Applied			19,412.64			
Total Bill			22,255.42			
Continued on next page...						
AVERAGE WEIGHT		AVERAGE COST		TOTAL		

The Miscellaneous cash refund \$809.90 is the difference of the amount the livestock brought in the ring (\$18,602.74) and the re-billed amount after the sale (\$19412.64)

ADDITIONS

				ADDITIONS TOTAL	
SALES DAYS	MONDAY Horses & Mules, Beef Cattle, Hogs & Calves, Sheep & Goats	WEDNESDAY Dairy Cows, Heifers, Stock Bulls & Feeder Pigs	THURSDAY Beef Cattle, Calves, Sheep & Goats	INVOICE TOTAL	

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Disclaimer of Implied Warranties. In the sale of the livestock, New Holland Sales Stables, Inc. ("NHSS") acts as an agent only for the account of the owner whose name may be determined at our NHSS office. If livestock is accepted by the purchaser "AS IS" with the understanding that NHSS makes no express or implied warranties, as to either the title or condition of the livestock. All implied warranties of merchantability or fitness for a particular purpose are excluded. NHSS does not warrant that the livestock are free from any latent defects, conditions, sickness or disease; does not warrant against accident or death; and, does not assume any responsibility or liability for loss which may result therefrom.

NO GUARANTEES OF TITLE, OR AGAINST DEFECTS, CONDITIONS, SICKNESS, DISEASE, ACCIDENT OR DEATH



NEW HOLLAND S

ALL KINDS OF LIVESTOCK
101 W. F
P.O. BOX 96 • NE
PHONE:
FAX: (

Tag 32 sold for \$.5650 per pound in the ring totaled \$550.88 and re-billed to buyer 246 (Mecca Halal for \$.5850 per pound totaled \$570.38. Price markup of \$.02 per pound totaled \$19.50

This is page 1 of 4 of the re-billed invoices.



DATE 01/07/2010 18:07:53
BUYER FRANK FILLIPPO
2667 EGYPT RD
ADDRESS NORRISTOWN, PA 19401-

CE NO. 45624
Buyer 40
RNO. 40 -100

DESCRIPTION	HEAD	WEIGHT	PRICE	AMOUNT
32 HOL BULL	1	975	56.50	550.88
Tag 32 Resold to Buyer 246 Acct 246	-1	975 lbs.	58.50	570.38
49 BLK BULL	1	885	74.00	654.90
Tag 49 Resold to Buyer 341 Acct 425		885 lbs.	76.00	672.60
150 HOL BULL 5298	1	1080	54.50	588.60
Tag 150 Resold to Buyer 246 Acct 246	-1	1080 lbs.	56.50	610.20
151 HOL BULL 5299	1	1330	58.50	778.05
Tag 151 Resold to Buyer 308 Acct 330		1330 lbs.	60.50	804.65
152 HOL BULL 5300	1	1855	57.00	1,057.35
Tag 152 Resold to Buyer 44 Acct 498	-1	1855 lbs.	59.00	1094.45
153 HOL BULL 5301	1	985	52.00	512.20
Tag 153 Resold to Buyer 484 Acct 408		985 lbs.	60.00	591.00
158 HOL STR	1	975	52.00	507.00
Tag 158 Resold to Buyer 246 Acct 246	-1	975 lbs.	54.00	526.50
160 HOL STR	1	1170	56.50	661.05
Tag 160 Resold to Buyer 308 Acct 330		1170 lbs.	58.50	684.45
167 HOL BULL	1	1625	58.50	950.63
Tag 167 Resold to Buyer 44 Acct 498	-1	1625 lbs.	60.50	983.13
199 HOL STR	1	1145	57.50	658.38
Tag 199 Resold to Buyer 246 Acct 246		1145 lbs.	59.50	681.28
209 HOL BULL 5319	1	1160	58.00	672.80
Tag 209 Resold to Buyer 308 Acct 330		1160 lbs.	60.00	696.00
261 BLK BULL 5331	1	2095	63.00	1,319.85
Tag 261 Resold to Buyer 69 Acct 69		1995 lbs.	67.00	1336.65

Continued on next page...

AVERAGE WEIGHT	AVERAGE COST	TOTAL
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ADDITIONS

ADDITIONS TOTAL

SALES DAYS

MONDAY
Horses & Mules, Beef Cattle,
Hogs & Calves, Sheep & Goats

WEDNESDAY
Dairy Cows, Heifers,
Stock Bulls & Feeder Pigs

THURSDAY
Beef Cattle,
Calves, Sheep & Goats

INVOICE TOTAL

Notes: Accounts must be paid on the day of purchase. The title of the livestock listed above ("livestock") shall remain in the owner until the purchase price is paid in full. All sales are made and title is transferred as is and conditioned upon collection of final payment. If any check, draft, or other instrument tendered as payment for the livestock is not honored and paid promptly on presentation, this bill of sale shall not transfer title, and shall be null and void, and of no effect.

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NEW HOLLAND SALES STABLES, Inc.

ALL KINDS OF LIVESTOCK SOLD ON COMMISSION
 P.O. BOX 96 • NEW HOLLAND, PA 17557
 PHONE: (717) 354-4341

This is what the consignor received for tag 32. The consignor was paid \$.5650 per pound totaled \$550.88.

This is page 1 of 18 for all the consignors checks

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 ANST
 R DEATH

Seller 28 CHARLES MESSICK

01/07/10 PF 3350

HEAD	TAG	DESC	COMMENTS	BUYER	WGT	PRICE	AMOUNT
15279		HOL COW	20	RANDOLPH	417	-X 840	35.00 294.00
15280		HOL COW	21	CARGILL	70	1180	45.50 536.90
15281		HOL COW	22	CHAMPLAI	99	1290	47.50 612.75
15282		HOL COW	23	JBS PACK	50	-X 1445	44.00 635.80
15283		HOL COW	24	CARGILL	70	-50 1795	53.00 951.35
15284		HOL COW	25	JBS PACK	50	1165	46.00 535.90
1	26	RED STR		BUTZER	44	1520	80.75 1,227.40
1	27	RED STR		BUTZER	44	1550	80.50 1,247.75
1	28	HOL HFR		S & B LI	80	-81 1200	68.00 816.00
1	29	BLK&WHFR		WEIKERT'	85	-6 1320	55.00 726.00
1	32	HOL BULL		NEW HOLL 1	-100	975	56.50 550.88
1	33	BLK FHFR		MCELWEE	118	865	54.00 467.10
1	34	HOL FHFR		BEEGLE	440	545	42.00 228.90
1	35	HOL HFR		RANDOLPH	417	1130	48.50 548.05
1	37	HOL FHFR		S & B LI	80	-84 1135	53.50 607.23
1	40	JERS FHFR		MESSICK	484	860	44.00 378.40
1	41	HOL BULL		TROYER	973	445	25.00 111.25
1	42	HOL BULL		MCELWEE	118	490	42.00 205.80
3-Deal		MIX FHFR		NICHOLAS L	97	2395	38.50 922.08
	30	36	39				
2-Deal		HOL COW		NICHOLAS L	97	1650	40.50 668.26
	31	38					

23 Totals 23795 12,271.80

STR	2	3070	1535.00	80.62
COW	8	9365	1170.63	45.22
FHFR	7	5800	828.57	44.89
BULL	3	1910	636.67	45.44
HFR	3	3650	1216.67	57.26

Beef Pro

23.00

Continued On Next Page...

101 W. FULTON STREET P.O. BOX 96 • NEW HOLLAND, PA 17557 PHONE: (717) 354-4341

Check No. 2166074
 01/07/2010

* VOID * VOID * VOID * VOID * VOID * VOID *

VOID

PAY TO THE ORDER OF CHARLES MESSICK

M&T BANK
 HARRISBURG, PA
 CUSTODIAL ACCOUNTS
 FOR SHIPPER'S PROCEEDS

NUMERICAL COPY - NON NEGOTIABLE

We appreciate your business

Void after 6 months from issue

NEW HOLLAND SALES STABLES, Inc.

ALL KINDS OF LIVESTOCK SOLD ON COMMISSION
P.O. BOX 96 • NEW HOLLAND, PA 17557
PHONE: (717) 354-4341

2166075

NO GUARANTEE AGAINST
SICKNESS, ACCIDENT OR DEATH

Seller 28 CHARLES MESSICK

01/07/10 PF 3350

Check Continued...

Comm		309.00
Net	Thank You For Signing Your BSE Certificate	11,939.80
	Thank You For Signing Your COOL Affidavit	

THANKS FOR YOUR BUSINESS!



99-225
513

101 W. FULTON STREET P.O. BOX 96 • NEW HOLLAND, PA 17557 PHONE: (717) 354-4341

Check No. 2166075
01/07/2010

Eleven Thousand Nine Hundred Thirty Nine Dollars and 80 Cents

\$*11,939.80**

PAY TO
THE ORDER OF CHARLES MESSICK
1104 WOODLOT RD
MANHEIM, PA 17545-

M&T BANK
HARRISBURG, PA
CUSTODIAL ACCOUNTS
FOR SHIPPER'S PROCEEDS

NUMERICAL COPY - NON NEGOTIABLE

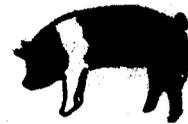
We appreciate your business

Void after 6 months from issue



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101 W. FULTON STREET
P.O. BOX 96 • NEW HOLLAND, PA 17557
PHONE: (717) 354-4341
FAX: (717) 355-0706



DATE 01/07/2010 15:53:20

INVOICE NO. 45575

BUYER MECCA HALAL MEAT, INC
P.O. BOX 16340
ADDRESS JERSEY CITY, NJ

Buyer 246
BUYER NO.

DESCRIPTION			HEAD	WEIGHT	PRICE	AMOUNT
*** RECAP *** SUMMARY ***						
CHARGE ACCOUNT	NUMBER HEAD	TOTAL WEIGHT	TOTAL AMOUNT	AVG WEIGHT	AVG PRICE	AVG AMOUNT
246	3	3115	1807.43	1038	58.02	602.48
246 -1	7	6775	3775.03	968	55.72	539.29
	10	9890	5582.46			
	Total Head		10			
	Total Weight		9890			
	Purchases		5,582.46			
	Total Bill		5,582.46	Unpaid		
AVERAGE WEIGHT	AVERAGE COST				TOTAL	

This is Mecca Halal Recap for 01/07/2010 sale. On the next page you will notice that Mecca paid \$.5850 per pound on tag # 32.

ADDITIONS

	ADDITIONS TOTAL
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SALES DAYS	MONDAY Horses & Mules, Beef Cattle, Hogs & Calves, Sheep & Goats	WEDNESDAY Dairy Cows, Heifers, Stock Bulls & Feeder Pigs	THURSDAY Beef Cattle, Calves, Sheep & Goats	INVOICE TOTAL
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Signature of Purchaser or Agent

If you look at tag 32, Mecca halal paid \$.5850 per pound totaled \$570.38. New Holland made \$19.50. Remember that the consignor already paid commission on tag 32. The consignor was paid \$.5650 per pound.

NEW HOLLAND SALES STABLES, Inc.

DEalers OF LIVESTOCK SOLD ON COMMISSION
 101 W. FULTON STREET
 BOX 96 • NEW HOLLAND, PA 17557
 PHONE: (717) 354-4341
 FAX: (717) 355-0706



DATE 01/07/2010 15:53:20
 BUYER MECCA HALAL MEAT, INC
 P.O. BOX 16340
 ADDRESS JERSEY CITY, NJ

INVOICE NO. 45575
 Buyer 246
 BUYER NO. 246 -1

DESCRIPTION	HEAD	WEIGHT	PRICE	AMOUNT
*32 HOL BULL	1	975	58.50	570.38
*150 HOL BULL	1	1080	56.50	610.20
*158 HOL STR	1	975	54.00	526.50
*312 R&W BULL	1	950	55.50	527.25
*603 HOL BULL	1	920	54.00	496.80
*747 HOL BULL	1	815	52.00	423.80
*1874 HOL BULL	1	1060	58.50	620.10
AVERAGE WEIGHT 968	AVERAGE COST 55.72	7	6775	TOTAL 3,775.03

ADDITIONS

I ATTEST THAT ALL LIVESTOCK REFERENCED BY THIS DOCUMENT AND TRANSFERRED ARE OF USA ORIGIN

ADDITIONS TOTAL 0.00

INVOICE TOTAL 3,775.03

SALES DAYS
MONDAY Horses & Mules, Beef Cattle, Hogs & Calves, Sheep & Goats
WEDNESDAY Dairy Cows, Heifers, Stock Bulls & Feeder Pigs
THURSDAY Beef Cattle, Calves, Sheep & Goats

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Signature of Purchaser or Agent

1 ANSWER: Yes.

2 QUESTION: For how long?

3 ANSWER: My father stopped going to New Holland, and I started going in his place, for about
4 the last 12 years.

5 QUESTION: How are you paid for those services?

6 ANSWER: I get paid a salary every week by Frank A. Fillippo, Inc. I buy cattle, send them to a
7 few guys in New Jersey, and then my father's corporation pays me.

8 QUESTION: do you buy livestock for Mecca Halal Meat, ZD Quality Meats, Al Marwa, LLC, or
9 ENA Meat Packing Corp.?

10 ANSWER: No.

11 QUESTION: Do you buy livestock for any halal packers?

12 ANSWER: Only for one, a cousin of the owner of ZD Quality Meats, someone I know as
13 "Anderson".

14 Questions about invoices

15 QUESTION: Do you receive invoices from New Holland Sales Stables, Inc.?

16 ANSWER: Yes.

17 QUESTION: Where do you keep those invoices?

18 ANSWER: The most current ones are at my house. Older invoices, from June
19 backward, are kept here at my father's house.

20 QUESTION: Let me show you this New Holland invoice to Frank Fillippo that
21 "09/17/2009" at "18:24:52", consisting of 10 pages, the last four pages showing mar
22 Have you ever seen this invoice?

23 ANSWER: Yes, a part of it. I received pages one through six. I did not receive pages seven
24 through 10. In the past, however, I have seen pages of New Holland invoices to Frank Fillippo like those
25 on pages seven through 10, showing marked-up prices for livestock.

26 QUESTION: Can you explain the mark-up in the prices of livestock that are shown on pages
27 seven through 10?

28 ANSWER: I was asked by David Kolb at New Holland Sales Stables if I would allow him to use our
29 account (Frank A. Fillippo, Inc.) to show that I purchased livestock that he, in fact, buys in the ring. In
30 exchange for that, David Kolb offered to pay me \$50.00 per week in cash. I agreed to Kolb's request,
31 and have since received \$50.00 in cash every week from David Kolb. On some weeks when David Kolb is

I asked fillippo to explain the mark-up in the prices of livestock. Fillippo said that David Kolb at New Holland asked him if he allow him to use his account to show that Fillippo purchased livestock that he (David), in fact, buys in the ring. In exchange for that, David offered to pay Fillippo \$50.00 a week.

One of the questions that I asked Steve Fillippo.

1 very busy, he may not pay me the \$50.00. The next week, however, David Kolb will give me \$100.00 in
2 cash. This started around two years ago, but I am not sure about the exact time or the year when it
3 started. I do not know anything about the actual sales, because David Kolb does all of the paperwork. I
4 just know that David Kolb uses our account to claim that livestock purchased by him was purchased by
5 me and he marks up the price to the packers he is buying for.

6 QUESTION: Does your father, Frank A. Fillippo, know about this deal you have with New Holland
7 Sales Stables?

8 ANSWER: Yes. I told him about it when this all first started. He did not tell me not to do it, and
9 he went along with it.

10 QUESTION: Has anyone at New Holland said anything to you about our investigation?

11 ANSWER: David Kolb and Mike McDermott at New Holland told me about a month ago that
12 Packers and Stockyards might be in touch with me. I was told by David Kolb and Mike McDermott to tell
13 Packers and Stockyards what I know, which I have done.

14

15 -----

16 Stephen Fillippo agreed to make an affidavit. Basford prepared a written statement, and after reading
17 the statement, Mr. Fillippo verified the accuracy of the statement. Mr. Fillippo then signed an affidavit
18 that incorporates his written statement.

Steve Fillippo was asked if the father approved the deal with New Holland. Steve Fillippo said that Frank never asked him not to do it. Steve was asked if anybody at New Holland said anything to him about the investigation. He said that David and Mike told him that I might be in touch with him. He said that David told him to tell me what he know.

Jamal, the owner of ZD Quality Meats, Inc. I do not purchase livestock for any other halal packers. I have never made any purchases of livestock for Mecca Halal Meats, Inc., Al Marwa, LLC, ENA Meat Packing, or ZD Quality Meats, Inc.

Approximately two years ago (I am not totally sure when), David Kolb at New Holland asked me if he could use the account of Frank A. Fillippo, Inc., to show purchases of livestock that he (David Kolb) was making in the ring. He offered (he being David Kolb) to pay me Fifty Dollars (\$50.00) per week to allow him to use the account of Frank A. Fillippo, Inc., for this purpose. I agreed to David Kolb's request, and since that time, David Kolb has paid me Fifty Dollars (\$50.00) in cash each week. On a few occasions, David Kolb was busy and did not pay me the Fifty Dollars (\$50.00) cash, but on the following week he would pay me One Hundred Dollars (\$100.00) cash.

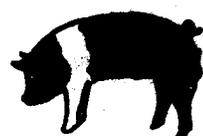
This part of the affidavit is the core of the investigation. Steve Fillippo stated how much he receives from David per week. He receives \$50.00 in cash every week.

I receive invoices from New Holland for the livestock that I actually purchase. Those



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FAX: (717) 355-0706



DATE 09/17/2009 18:24:52
BUYER FRANK FILLIPPO
2667 EGYPT RD
ADDRESS NORRISTOWN, PA 19401-

INVOICE NO. 37439
BUYER NO. Buyer 40

This is a sample of the invoice that I presented to Steve Fillippo to identify the re-billed livestock. I made it part of the affidavit

DESCRIPTION				WEIGHT		PRICE	AMOUNT
CHARGE ACCOUNT	NUMBER HEAD	TOTAL WEIGHT	AMOUNT	AVG WEIGHT	AVG PRICE	AVG AMOUNT	
40	3	1940	996.60	647	51.37	332.20	
40 -5	3	4450	2016.10	1483	45.31	672.03	
40 -10	7	9170	3269.30	1310	35.65	467.04	
40 -30	7	8270	2187.60	1181	26.45	312.51	
40 -50	7	8730	3007.95	1247	34.46	429.71	
40 -100	0	0	-1320.43	0	0.00	0.00	
	27	32560	10157.12				
General Feed Charge:						28.00	
Total Head		27					
Total Weight		32560					
Purchases		42,053.98					
Miscellaneous		1,320.43	CASH REFUND				
Feed Charges:		28.00					
Total Bill		43,402.41	Unpaid				
Resales Applied		31,896.86					
Total Bill		11,505.55					
Continued on next page...							
AVERAGE WEIGHT		AVERAGE COST		TOTAL			

ADDITIONS

					ADDITIONS TOTAL	
SALES DAYS	MONDAY Horses & Mules, Beef Cattle, Hogs & Calves, Sheep & Goats	WEDNESDAY Dairy Cows, Heifers, Stock Bulls & Feeder Pigs	THURSDAY Beef Cattle, Calves, Sheep & Goats	INVOICE TOTAL		

Notice. Accounts must be paid on the day of purchase. The title of the livestock listed above ("livestock") shall remain in the owner until the purchase price is paid in full. All sales are made and title is transferred subject to and conditioned upon collection of final payment. If any check, draft, or other instrument tendered as payment for the livestock is not honored and paid promptly on presentation, this bill of sale shall not transfer title, and shall be null and void, and of no effect.

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NO GUARANTEES OF TITLE, OR AGAINST DEFECTS, CONDITIONS, SICKNESS, DISEASE, ACCIDENT OR DEATH

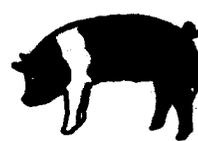
JE 7/21/10

Signature of Purchaser or Agent



NEW HOLLAND SALES STABLES, Inc.

ALL KINDS OF LIVESTOCK SOLD ON COMMISSION
101 W. FULTON STREET
P.O. BOX 96 • NEW HOLLAND, PA 17557
PHONE: (717) 354-4341
FAX: (717) 355-0706



DATE 09/17/2009 18:24:50
BUYER FRANK FILLIPPO
2667 EGYPT RD
ADDRESS NORRISTOWN, PA 19401-

INVOICE NO. 37439
Buyer 40
BUYER NO. 40 -100

This is the re-billed livestock that Fillippo identified during the interview.

DESCRIPTION	HEAD	WEIGHT	PRICE	AMOUNT
111 BLWF BULL	1	1235	58.50	722.48
Tag 111 Resold to Buyer 246	-1	1235 lbs.	62.50	771.88
116 R&W BULL 7879	1	1770	54.00	955.80
Tag 116 Resold to Buyer 44 Acct 498	-1	1770 lbs.	56.00	991.20
117 HOL BULL 7880	1	1070	69.00	738.30
Tag 117 Resold to Buyer 484 Acct 408	-1	1070 lbs.	71.00	759.70
119 BLK BULL 7882	1	1510	53.00	800.30
Tag 119 Resold to Buyer 44 Acct 498	-1	1510 lbs.	55.00	830.50
218 BLK FEDR	1	895	57.00	510.15
Tag 218 Resold to Buyer 246 Acct 246	-1	895 lbs.	66.00	590.70
222 HOL BULL	1	795	54.00	429.30
Tag 222 Resold to Buyer 246 Acct 246	-1	795 lbs.	59.00	469.05
223 BLK& FEDR	1	755	50.00	377.50
Tag 223 Resold to Buyer 246 Acct 246	-1	755 lbs.	57.00	430.35
566 HOL BULL 8068	1	1975	54.50	1,076.38
Tag 566 Resold to Buyer 44 Acct 498	-1	1975 lbs.	56.50	1115.88
597 HOL FHR	1	360	86.00	309.60
Tag 597 Resold to Buyer 44 Acct 498	-X	360 lbs.	90.00	324.00
666 HOL BULL 8163	1	2010	53.00	1,065.30
Tag 666 Resold to Buyer 44 Acct 498	-1	2010 lbs.	55.00	1105.50
715 SWIS HFR	1	1050	53.50	561.75
Tag 715 Resold to Buyer 484 Acct 408	-1	1050 lbs.	58.50	614.25
716 RDWF BULL	1	1280	63.50	812.80
Tag 716 Resold to Buyer 484 Acct 408	-1	1280 lbs.	68.50	876.80
Continued on next page...				
AVERAGE WEIGHT	AVERAGE COST		TOTAL	

ADDITIONS

				ADDITIONS TOTAL	
SALES DAYS	MONDAY Horses & Mules, Beef Cattle, Hogs & Calves, Sheep & Goats	WEDNESDAY Dairy Cows, Heifers, Stock Bulls & Feeder Pigs	THURSDAY Beef Cattle, Calves, Sheep & Goats	INVOICE TOTAL	

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NO GUARANTEES OF TITLE, OR AGAINST DEFECTS, CONDITIONS, SICKNESS, DISEASE, ACCIDENT OR DEATH

Handwritten signature

Signature of Purchaser or Agent

I, OMAR MADY, own and operate MSCCA HALAL MEAT, INC., located at 270 Raymond Blvd., Newark, NJ 07105. I place orders for the purchase of livestock at New Holland Sales Stables, Inc. When they are available to make my purchases for me, Ken Smoker or Jamal Sarameh do my bidding for me if I am unable to attend the sale at New Holland. If I am unable to attend a sale, and Ken Smoker and Jamal Sarameh are not available, I ask David Kolb with New Holland Sales Stables, Inc., to make my livestock purchases for me.

The orders for livestock that I place through David Kolb at New Holland Sales Stables, Inc. ("New Holland") are for livestock that is sold to the highest bidder in the auction ring at New Holland. The prices that I pay for livestock that I purchase through New Holland are, to my knowledge, the prices for which the livestock are sold in the ring, through the bid process. When the auctioneer announces the price at which an animal is sold, that is the price that I expect to pay.

This is where Omar stated what he expected to pay for his livestock purchases.

I am not aware of any other charges that are

Omar Mady 7/21/10

billed to me for the livestock that I purchase at New Holland, whether I make the bid or someone else makes the bid for me, I have not agreed to pay any marked-up prices above the price that the livestock brings in the ring. I have not received any invoices from New Holland that show that I am paying anything in excess of the price for which the animal is sold during the auction in the ring.

In the past, I have offered to pay David Kolb a commission when he purchases livestock for me at New Holland. David Kolb has refused that offer.

~~D. [Signature]~~
7/21/10

their teeth. This takes time and cost money, and if the animals are not within that age limit the buyers won't take them, so that is why we do it". Mr. Kolb also said that the buyers were "ok with it" even though they don't know about the practice.

He was asked why Frank Fillipo was the person used for this price mark-up activity. Mr. Kolb response was because "he (Fillipo) can re-sale them". Mr. Kolb was asked how Mr. Fillipo was compensated. He stated "I give him \$50.00 a week and some cash every now and then". Mr. Kolb said "All of the "re-sale" animals don't make money. Because the buyer may not take some of them and then we have to sell them through the ring on another day and they almost always lose money. So I give Fillipo some cash every now and then along with the fifty dollars weekly to help make up the difference for the money loss".

Mr. Kolb was asked who decides which animals are marked -up, the mark-up amount, and which buyer is to received the marked-up animals. Mr. Kolb said all of that is determined by him.

Mr. Kolb stated that "they don't want to be in violation, and asked what could be the result of these actions"? Before we could answer, Mike McDermott stated that he had already looked it up on line and said "possibly a cease and desist order and maybe a monetary fine up to a certain amount for each and every transaction in violation of the P&S Act".

After this they said that their intentions were not to deceive, but to cover certain cost and this was the only way that their computer system would allow them to record the transactions.

They were informed that since they do have a clause two (dealer) bond, they could purchase the livestock as a dealer, mark it up as they desire and sell the animals on a dealer basis which is lawful and the records should reflect the clear-cut transactions.