

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	08 CV 3735
	)	
v.	)	
	)	
SHIN PROVISION, INC., and	:	
KI SOK AN,	)	
	)	
Defendants.	)	

**CONSENT DECREE AND JUDGMENT**

WHEREAS, on June 30, 2008, the United States of America (the “United States”), by its attorney, Patrick J. Fitzgerald, United States Attorney for the Northern District of Illinois, filed a civil complaint (the “Complaint”) against defendants Shin Provision, Inc. and Ki Sok An, the owner of Shin Provision, Inc. (collectively, “Defendants”), under the Federal Meat Inspection Act (“FMIA”), 21 U.S.C. §§ 601 *et seq.*, for permanent injunctive relief to enjoin Defendants from violating the FMIA by: (1) offering for sale or selling in commerce any meat, or meat food products required to be inspected and passed by the United States Department of Agriculture (the “USDA”), unless such products are so inspected and passed by the USDA; and (2) knowingly representing that any article has been inspected and passed under the FMIA when, in fact, it has not been so inspected and passed.

WHEREAS, the parties desire to settle this action, and therefore consent to the entry by the Court of the following provisions as judgment in this action:

NOW, on the joint application of all parties, it is hereby STIPULATED, CONSENTED TO and AGREED that:

1. This Court has personal jurisdiction over all parties to this action and jurisdiction over the subject matter of the Complaint.

2. Defendants, their successor and assigns, their agents and employees, and those persons in active concert or participation with them, whether directly or indirectly, are permanently enjoined from: (a) selling, transporting, offering for sale or transport, or receiving for transportation, in commerce, any meat or meat product required to be inspected by the USDA unless such products are so inspected and passed; (b) knowingly representing that any article has been inspected and passed under the FMIA when, in fact, it has not been so inspected and passed; and (c) engaging in any other conduct that would violate the FMIA.

3. Defendants, their successor and assigns, their agents and employees, shall prepare and maintain records documenting all meat products that Defendants sell, offer for sale, transport, offer for transportation, or receive for transportation, in commerce. Such records shall include, but are not limited to the common name of the product and the amount of each product sold to each customer, the name of the parties involved in each transaction, and the date of each transaction. Defendants shall maintain each record for a period of not less than three (3) years from the date of origination of such record.

4. Defendants, their successor and assigns, their agents and employees, shall, at all reasonable times, afford duly authorized representatives of the USDA full access to Defendants' place of business. Full access shall include full and unimpeded opportunity to inspect and examine Defendants' facilities, inventory and records, to copy all such records, and to take reasonable samples of inventory. All reasonable times shall include

any hours during which Defendants are doing business. Upon request of the USDA, Defendants shall provide English translations of any and all records.

5. Defendants agree that, upon violation of any of the provisions of this Decree, Defendants shall be immediately jointly and severally liable to the United States for each item of uninspected meat, poultry, meat product or poultry product sold, transported, offered for sale or transport, or received, in commerce, as follows: (a) the sum of \$500.00 per pound or product, whichever is greater, for the first violation; and (b) the sum of \$1,000.00 per pound or product, whichever is greater, for the second and any subsequent violation.

6. Defendants shall pay to the United States the sum of three thousand dollars (\$3,000.00), representing a portion of the investigative costs incurred in connection with the investigation of this matter. This amount shall constitute a debt due and owing upon entry of this Decree by the Court and is to be discharged by payment to the United States within thirty (30) days of the entry of this Decree. Defendants shall make such payment by a cashier's check or certification made payable to the United States Department of Justice and sent pursuant to instructions to be provided by the United States Attorney's Office, Northern District of Illinois.

7. Should enforcement proceedings beyond this Decree be necessary, the United States shall recover from Defendants the court costs and expenses incurred by the DOJ and USDA in such proceedings, including the investigative and preparation time at the rate of \$49.93 per hour, as set forth in 9 C.F.R. § 391.2.

8. This Decree does not limit any rights or remedies available to the United States for any violation of the FMIA, and associated regulations, including any rights or remedies available to the United States for any criminal violations.

9. This Court retains jurisdiction to issue further orders as may be necessary to construe, carry out, modify, or enforce compliance with this Decree, and should Defendants fail to abide by and perform all the terms and conditions of this Decree or such further decree as may be entered in this action, the United State shall apply only to this Court for relief, and any alleged violation of this Decree shall be adjudicated by this Court.

10. Each party shall bear its own costs and attorney's fees.

Dated:

PATRICK J. FITZGERALD  
United States Attorney

By: \_\_\_\_\_  
CRAIG A. OSWALD  
Assistant United States Attorney

Dated:

Attorneys for Defendants Shin  
Provision, Inc., and Ki Sok An

By: \_\_\_\_\_

Dated:

By: \_\_\_\_\_  
Ki Sok An

SO ORDERED:

Dated:

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HON.  
UNITED STATES DISTRICT JUDGE