

UNITED STATES OF AMERICA,

Plaintiff,

v.

QUINCY CONVENIENCE STORE, LLC,  
CUN YONG LIU, and WEI ZHENG,

Defendants.

Civil Action No.

WHEREAS, this action is brought by Plaintiff, the United States, on behalf of the United States Department of Agriculture (“USDA”), against Quincy Convenience Store, LLC (“Quincy Convenience”), and its owners and Systems and Controls Signatories Cun Yong Liu and Wei Zheng (collectively, “the defendants”) by filing a Complaint in this Court (“the Complaint”) seeking permanent injunctive relief to enjoin the defendants, their successors and assigns, their agents and employees, and those persons in active concert or participation with them, whether directly or indirectly, from committing violations of the Federal Meat Inspection Act, as amended, 21 U.S.C. § 601, *et seq.* (“FMIA”) and the Poultry Products Inspection Act, as amended, 21 U.S.C. § 451 *et seq.* (“PPIA”); and the regulations promulgated thereunder.

NOW, THEREFORE, it is ORDERED, ADJUDGED, and DECREED that:

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

2. The defendants have engaged in the conduct that violated the FMIA and PPIA set forth in Paragraphs xx through xx of the Complaint, a copy of which is annexed here as Exhibit A.

3. For purposes of this Consent Decree, the term articles “capable of use as human food” has a meaning defined by the FMIA, *see* 21 U.S.C. § 601(k), the PPIA, *see* 21 U.S.C. § 453(v), and the regulations promulgated under either statute.

4. The defendants and their members, officers, agents, servants, representatives, employees, successors and assigns, and any persons in active concert or participation with the defendants, directly or indirectly, are permanently enjoined from: (a) selling, transporting, offering for sale or transport, or receiving for transportation in commerce, any non-federally inspected, misbranded and/or ineligible articles capable of use as human food required to be inspected and passed by the USDA; (b) not keeping such records as will fully and correctly disclose the receipt, offer for sale, sale, transport, and/or any other transaction regarding any articles capable of use as human food involved in their business; and (c) engaging in any other conduct that would violate the FMIA, the PPIA, and/or the regulations promulgated under either statute.

5. The defendants shall upon request, and at all reasonable times, afford to representatives of the USDA full and immediate access to Quincy Convenience’s business premises. “Full and immediate access” shall include full and unimpeded opportunity to inspect and examine all areas of the facility including the basement, inventory, and records. “Full and immediate access” also includes allowing the USDA to copy records and to take reasonable

samples of inventory. “All reasonable times” shall include any hours when Quincy Convenience does business, including hours before dawn where applicable. Defendants will at all times cooperate and not interfere with that access.

6. In addition to the right of entry provided to the USDA in Paragraph 5, authorized representatives of the USDA shall have the right to detain, seize, and destroy any and all non-federally inspected, misbranded, and/or ineligible articles capable of use as human food, in accordance with applicable laws, regulations, and USDA Food Safety and Inspection Service directives.

7. The defendants must prepare and maintain business records of all transactions involving meat, meat food products, poultry, and poultry food products in any form and quantity that the defendants sell, transport, offer for sale or transportation, or receive in commerce, showing the food vendor’s name, address, and telephone number, a description of the food products (i.e. sales receipts/invoices), the amount of meat, meat food product, poultry, and/or poultry food product purchased by the defendants, and the receipts or invoices for such purchases; and the amount of meat, meat food product, poultry, and/or poultry food product sold by the defendants to customers, and the receipts or invoices for such sales. This also includes, but is not limited to, transactions while operating pursuant to any exemption of the requirement to obtain a federal grant of inspection under the FMIA (an “FMIA Inspection Exemption”), 9 C.F.R. Part 320; and transactions while operating pursuant to any exemption of the requirement to obtain a federal grant of inspection under the PPIA (a “PPIA Inspection Exemption”), 9 C.F.R. Part 381. The defendants must maintain any record prepared and maintained under this paragraph for a period of no less than five (5) years from the date of origination of such record. These records must be maintained at Quincy Convenience.

8. If the defendants sell, transport, offer for sale or transport, or receive in commerce, any meat, meat food product, poultry, and/or poultry food product capable of use as human food in violation of this Consent Decree at any time after the entry of the Consent Decree by the Court, the defendants shall upon the first occasion of such violation jointly and severally pay to the United States the sum of five hundred dollars (\$500.00) for each pound, or portion thereof, of non-federally inspected, misbranded, and/or ineligible meat, meat food product, poultry, and/or poultry food product capable of use as human food. For any subsequent violations, the defendants shall jointly and severally pay to the United States the sum of one thousand dollars (\$1,000.00) for each pound, or portion thereof, of non-federally inspected, misbranded, and/or ineligible meat, meat food product, poultry, and/or poultry food product capable of use as human food.

9. If the defendants fail to keep records as will fully and correctly disclose the purchase, receipt, offer for sale, sale, transport, and/or any other transaction regarding meat, meat food product, poultry, and/or poultry food product capable of use as human food involved in their business, the defendants shall upon the first occasion of such violation jointly and severally pay the United States the sum of one hundred dollars (\$100.00) for each pound, or portion thereof, of non-federally inspected, misbranded, and/or ineligible meat, meat food product, poultry, and/or poultry food product capable of use as human food for which no record or an inadequate record was maintained. For any subsequent violations, the defendants shall jointly and severally pay to the United States the sum of five hundred dollars (\$500.00) for each pound, or portion thereof, of non-federally inspected, misbranded, and/or ineligible meat, meat food product, poultry, and/or poultry food product capable of use as human food for which no record or an inadequate record was maintained.

10. The defendants, and any directors, officers, employees, and agents of the defendants, agree to fully cooperate with all USDA inspections and investigations initiated because of illegally imported, non-federally inspected, and/or misbranded meat, meat food products, poultry, and/or poultry products found at Quincy Convenience. This shall include, but is not limited to, providing full and immediate access to Quincy Convenience's premises for inspection during business hours; producing any and all illegally imported, non-federally inspected, misbranded, and/or ineligible meat, meat food product, poultry, and/or poultry food product capable of use as human food known to the defendants to be present at Quincy Convenience at the time of inspection; and providing information requested by USDA investigators regarding the illegally imported, non-federally inspected, misbranded, and/or ineligible meat, meat food product, poultry, and/or poultry food product capable of use as human food including, but not limited to, how and from where the defendants obtained these products. If the defendants deny USDA investigators access to any part of Quincy Convenience for inspection during business hours; refuse to provide information to USDA investigators necessary to determine the source or location of any and all non-federally inspected, misbranded, and/or ineligible meat, meat food product, poultry, and/or poultry food product capable of use as human food, or make a false statement to USDA investigators in an effort to obstruct the USDA's inspection or investigation of Quincy Convenience or a third-party from which the defendants purchased, received, offered for sale, sold, transported, and/or any other transaction regarding meat, meat food product, poultry, and/or poultry food product capable of use as human food, the defendants shall pay the United States the sum of one thousand dollars (\$1,000.00) for each denial, refusal, or false statement.

11. The amounts set forth in Paragraph 8, 9, and 10 shall be separate and apart from any other remedy that the United States may pursue for violations of this Consent Decree. Should enforcement proceedings beyond this Consent Decree be necessary, the defendants agree that the United States shall be entitled to recover from the defendants all court costs and expenses incurred by the USDA's Food Safety and Inspection Service division in such proceedings, including investigation, preparation time, and attorneys' fees for the USDA and the United States Attorney's Office in the District of Massachusetts.

12. If the defendants disagree with a determination made by the USDA pursuant to Paragraphs 8, 9, or 10 of this Consent Decree, the defendants may petition the Court for an independent review of USDA's determination(s). Any such petition must be filed within thirty (30) days of the USDA's determination(s) for which review is sought. In reviewing USDA's determination(s), the Court will apply the same standard of review applicable to review of final agency action under the Administrative Procedure Act, 5 U.S.C. § 701, *et seq.* In the absence of a timely petition for review, USDA's determination(s) will become final and unreviewable. If the Court denies the defendants' request or otherwise affirms the USDA's determination(s) made pursuant to Paragraphs 8 and/or 9 of this Consent Decree, the defendants will pay the costs and expenses incurred by the United States in any such court proceeding within thirty (30) days of service of a demand by the United States. Such expenses shall include, but not be limited to, expenses incurred by the USDA's Food and Safety Inspection Service at the rate of \$45.00 per hour per USDA employee. The defendants shall further be liable for such relief as the Court deems appropriate in a proceeding brought either *sua sponte* or by the United States, for any failure to comply with any terms of this Consent Decree.

13. This Consent Decree does not limit any rights or remedies available to the United States for any violation of the FMIA, the PPIA, and/or any regulations promulgated thereunder, or any rights or remedies available to the United States for any criminal violations. The defendants hereby waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to violations of this Consent Decree that may be based in whole or in part on a contention that under the Double Jeopardy Clause in the Fifth Amendment to the United States Constitution, the Excessive Fines Clause in the Eighth Amendment to the United States Constitution, any statute of limitations or the doctrine of laches, or that this Consent Decree bars a remedy sought in such a criminal prosecution or administrative action.

14. The parties agree that nothing in this Consent Decree shall preclude any future regulatory or administrative action authorized by law, regulation, or otherwise, including, but not limited to, the referral of any matter to any agency for possible criminal, civil, or administrative proceedings.

15. After the defendants and their members, officers, agents, servants, representatives, employees, successors, and assigns have maintained substantial compliance with all requirements of this Consent Decree, as well applicable provisions of the FMIA and the PPIA, for a period of five (5) years following the entry of the Consent Decree, the defendants may serve upon the United States a request for termination of the Consent Decree ("Request for Termination"), explaining how they satisfactorily complied with all such requirements, together with all necessary supporting documents. The parties shall thereafter confer informally concerning the Request for Termination and any disagreement that the parties may have as to whether the defendants and their members, officers, agents, servants, representatives, employees,

successors, and assigns have satisfactorily complied with the requirements for termination of the Consent Decree. If the United States agrees that the Consent Decree may be terminated, the parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree. If the United States does not agree that the Consent Decree may be terminated, the defendants may file a motion with the Court seeking relief from judgment pursuant to Rule 60(b) of the Federal Rules of Civil Procedure, provided, however, that the defendants will not file any such motion until sixty (60) days after service of the Request for Termination on the United States. The defendants must bear the burden of demonstrating to the Court that they have satisfactorily complied with all requirements of the Consent Decree and applicable provisions of the FMIA and PPIA, and that there is good cause to terminate the Consent Decree under Rule 60(b) of the Federal Rules of Civil Procedure.

16. The defendants must provide a copy of this Consent Decree to each of their officers, directors, and employees within ten (10) days of the date of entry of this Consent Decree and must provide the Director of the Enforcement Operations Staff, Office of Investigation, Enforcement and Audit, Food Safety and Inspection Service for the USDA with a sworn declaration of compliance, containing the information set forth below, within thirty (30) days of the date of entry of this Consent Decree. To the extent necessary, the defendants will have the Consent Decree translated, at their own expense, into the language of any officer, director and employee unable to read the English version of the Consent Decree. The defendants must complete a sworn declaration that sets forth the fact and manner of compliance with this paragraph and must identify the name and position of each person provided with a copy of this Consent Decree (and in what language if applicable). If the person provided a copy of the



Consent Decree does not have a formal title, the sworn declaration must set forth after such person's name the function that such person performs.

17. If at any time while this Consent Decree remains in operation, Cun Yong Liu and/or Wei Zheng transfer or assign an interest in Quincy Convenience to another person or entity, the successor or assignee must comply with the obligations imposed by Paragraph 15 within ten (10) days of succeeding to or being assigned Quincy Convenience's interest.

18. The obligations imposed by the Consent Decree run separately as to Quincy Convenience, Cun Yong Liu, and Wei Zheng. If Quincy Convenience, Cun Yong Liu, or Wei Zheng ceases to be affiliated with one another at any time while this Consent Decree remains in operation, each must separately request termination of the Consent Decree from the other if it wishes to be relieved of any obligation imposed by the Consent Decree.

19. The defendants shall be jointly and severally liable for any violations of the Consent Decree committed while Quincy Convenience, Cun Yong Liu, and/or Wei Zheng are affiliated with one another. Quincy Convenience, Cun Yong Liu, and Wei Zheng shall be severally liable for any violations of the terms of the Consent Decree committed during any period in which the defendants are not affiliated.

20. Each party shall bear their own costs and attorneys' fees except as set forth in Paragraphs 11 and 12.

21. For purposes of this Consent Decree, service upon the USDA and the United States must be accomplished by either hand delivery or by overnight delivery and shall be made to the following addresses:

*For the USDA:*

United States Department of Agriculture  
Food Safety and Inspection Service

Office of Investigation, Enforcement and Audit  
Attention: Director, Enforcement Operations Staff  
Stop Code 3753, Room 2148  
1400 Independence Avenue, SW  
Washington, D.C. 20250

*For the United States of America:*

United States Attorney's Office  
District of Massachusetts  
Attn: Assistant United States Attorney Steven Sharobem  
One Courthouse Way, Suite 9200  
Boston, MA 02210

22. If the defendants are required to make any payment pursuant to this Consent Decree, the defendants will make such payment pursuant to written instructions that will be provided by the United States.

23. The Court retains jurisdiction to issue further decrees and orders as may be necessary to construe, carry out, modify, or enforce compliance with this Consent Decree. Should the defendants fail to abide by and perform all the terms and conditions set forth herein or such further decree as may be entered in this action, the United States shall apply only to this Court for relief, and any alleged violation of this Consent Decree shall be adjudicated by the Court.

Dated: Boston, Massachusetts  
October \_\_, 2024  
*November 22, 2024*

CUN YONG LIU

By:

  
CUN YONG LIU

Dated: Boston, Massachusetts  
October \_\_, 2024  
*November 22, 2024*

*Counsel for Cun Yung Liu*

  
RUSSELL CHIN  
Chin Law Firm

Dated: Boston, Massachusetts  
October \_\_, 2024  
*November 22, 2024*


WEI ZHENG

By:

  
WEI ZHENG

Dated: Boston, Massachusetts  
October \_\_, 2024  
*Nov. 22, 2024*

*Counsel for Wei Zheng*

  
RUSSELL CHIN  
Chin Law Firm

Agreed and Consented to:

Dated: Boston, Massachusetts  
October \_\_, 2024

JOSHUA S. LEVY  
ACTING UNITED STATES ATTORNEY  
*Attorney for Plaintiff United States of America*

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

STEVEN T. SHAROBEM  
Assistant United States Attorney  
John Joseph Moakley Courthouse  
One Courthouse Way, Suite 9200  
Boston, Massachusetts 02210  
[REDACTED]

Dated: Boston, Massachusetts  
~~October~~ \_\_, 2024  
November 22, 2024

QUINCY CONVENIENCE STORE, LLC

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

[INSERT NAME]

Dated: Boston, Massachusetts  
~~October~~ \_\_, 2024  
Nov. 22, 2024

*Counsel for Quincy Convenience Store, LLC*

\_\_\_\_\_  
RUSSELL CHIN  
Chin Law Firm