

AGRICULTURE DECISIONS

Volume 79

Book Two

Part Two (P&S Decisions)

Pages 536 – 580



THIS IS A COMPILATION OF DECISIONS ISSUED BY THE
SECRETARY OF AGRICULTURE AND THE COURTS
PERTAINING TO STATUTES ADMINISTERED BY THE
UNITED STATES DEPARTMENT OF AGRICULTURE

LIST OF DECISIONS REPORTED

JULY – DECEMBER 2020

PACKERS AND STOCKYARDS ACT

DEPARTMENTAL DECISIONS

In re: QUINTER LIVESTOCK MARKET, LLC; and CLINT KVASNICKA.
Docket Nos. 19-J-0081, 19-J-0082.
Final Decision and Order 536

In re: SHANE M. LYNCH, d/b/a LYNCH CATTLE COMPANY, LLC.
Docket No. 19-0007.
Initial Decision and Order 554

--

MISCELLANEOUS ORDERS & DISMISSALS

In re: QUINTER LIVESTOCK MARKET, LLC; and CLINT KVASNICKA.
Docket Nos. 19-J-0081, 19-J-0082.
Extension of Time 572

In re: HATCH AUCTION, INC., d/b/a COW HOUSE; and RAYMOND L. HATCH.
Docket Nos. 19-J-0097, 19-J-0080.
Dismissal 573

In re: QUINTER LIVESTOCK MARKET, LLC; and CLINT KVASNICKA.
Docket Nos. 19-J-0081, 19-J-0082.
Extension of Time 573

--

DEFAULT DECISIONS

In re: MICHAEL J. ROGERS.
Docket No. 19-J-0097.
Default Decision and Order 577

In re: JUSTIN HARLESS.
Docket No. 20-J-0122.
Default Decision and Order 577

In re: BILL BARTON, d/b/a BARTON CATTLE COMPANY.
Docket No. 20-J-0138.
Default Decision and Order 577

In re: AMY KNIGHT, d/b/a URBAN STOCKYARDS.
Docket No. 20-J-0139.
Default Decision and Order 577

In re: MICHAEL TOM LINDSEY.
Docket No. 20-J-0126.
Default Decision and Order 577

In re: ZYK ENTERPRISES, INC., d/b/a S.I. BUKHARI/WAQAS
MUSLIM SLAUGHTER HOUSE; and ZEESHAN QAZI.
Docket Nos. 20-J-0156, 20-J-0157.
Default Decision and Order 578

--

CONSENT DECISIONS

Consent Decisions 579

--

PACKERS AND STOCKYARDS ACT

PACKERS AND STOCKYARDS ACT

DEPARTMENTAL DECISIONS

In re: QUINTER LIVESTOCK MARKET, LLC; and CLINT KVASNICKA.

Docket Nos. 19-J-0081; 19-J-0082.

Decision and Order of Judicial Officer.

Filed August 27, 2020.

P&S-D – Bank records – Custodial account, maintenance of – Unfair practice.

Rules of Practice – Complaint, failure to deny allegations of.

Buren W. Kidd, Esq. for AMS.

Clint Kvasnicka, *pro se*.

Initial Decision by Jill S. Clifton, Administrative Law Judge.

Final Decision and Order by Judge Bobbie J. McCartney, Judicial Officer.

ORDER AFFIRMING INITIAL DECISION AND ORDER

Preliminary Statement

This is a disciplinary proceeding under the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. §§ 181 *et seq.*) (“Act”); the regulations promulgated thereunder by the Secretary of Agriculture (9 C.F.R. §§ 201.1 *et seq.*) (Regulations); and the Rules of Practice Governing Formal Adjudicatory Proceedings Instituted by the Secretary Under Various Statutes (7 C.F.R. §§ 1.130 through 1.151) (Rules of Practice).

The Deputy Administrator, Fair Trade Practices Program, Agricultural Marketing Service, United States Department of Agriculture (AMS or Complainant), initiated this proceeding by filing a complaint on May 7, 2019, alleging that Quinter Livestock Market, LLC and Clint Kvasnicka (collectively, Respondents) willfully violated the Act on numerous occasions. On July 16, 2019, AMS moved for entry of a decision and order without hearing based on admissions pursuant to sections 1.136(c) and 1.139 of the Rules of Practice (7 C.F.R. §§ 1.136(c) and 1.139). While

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

Respondents filed a timely Answer to the Complaint, Respondents failed to file a response to AMS's Motion.

On April 8, 2020, Administrative Law Judge Jill S. Clifton (Judge Clifton) issued an Initial Decision (ID) granting AMS's Motion and finding that, based upon the written record, Respondents Quinter Livestock Market, LLC and Clint Kvasnicka have willfully violated sections 307, 312(a), and 409 of the Packers and Stockyards Act (7 U.S.C. §§ 208, 213(a), and 228b); and section 201.42 of the Regulations promulgated thereunder (9 C.F.R. § 201.42). Based on these findings, Judge Clifton issued an Order that Respondents cease and desist from engaging in operations under the Packers and Stockyards Act, and that Respondents' registration as a market agency and dealer is to be suspended for a period of five (5) years after the Initial Decision becomes final.

Respondents have filed an appeal of Judge Clifton's Initial Decision to the Judicial Officer. Based upon careful consideration of the record, as well as applicable statutory, regulatory and adjudicatory precedents, including a *de novo* review of the record, for the reasons set forth herein below, it is my determination that the Initial Decision should be, and the same hereby is, *affirmed*.

Summary of Procedural History and Preliminary Findings

On May 7, 2019, AMS filed a disciplinary complaint against Respondents (Complaint), alleging that Respondents willfully violated sections 307, 312(a), and 409 of the Act (7 U.S.C. §§ 208, 213(a), and 228b); and section 201.42 of the Regulations (9 C.F.R. § 201.42), by failing to properly maintain Respondents' custodial account and by failing to pay, when due, the full purchase price of livestock.¹ Moreover, the Complaint requested that "an order be issued requiring Respondents to cease and desist from violations of the Act and the regulations found to exist; suspending Respondents as registrants under the Act; and barring Respondents from registering under the Act; prohibiting Respondents, for a specified period, from engaging in business in any capacity for which registration and bonding are required under the Act; and finally, assessing

¹ See Complaint at 3-9.

PACKERS AND STOCKYARDS ACT

any such civil penalties as may be warranted under the circumstances. Complaint at 11.

On June 3, 2019, Respondents filed a timely response (Answer)² to the Complaint.³ The Answer did not admit or deny the material allegations of the Complaint but simply stated, “We had Banking issues!!! I Informed P n S when it happened. They were aware of the problems that occurred [sic]. The Bank was at fault.”⁴

Attached to the Answer was a letter dated September 17, 2018 from Respondents’ banking institution, which stated:

Dear [left blank],

A few weeks ago, there was a check deposited into an incorrect account that caused a problem with your check from Quinter Livestock. This was a bank error and I personally want to apologize for the mix-up. If you incurred any charges at your bank regarding your cattle sales from Quinter Livestock, I will be happy to refund those.

Attachment to Answer at 1.

On July 16, 2019, AMS filed a Motion for Decision Without Hearing (Motion for Default) and Proposed Decision and Order Without Hearing (Proposed Decision) based on Respondents’ failure, pursuant to the Rules

² The response, signed by Respondent Clint Kvasnicka, was handwritten on the cover page of a copy of the Rules of Practice, which had been mailed to Respondents with the Complaint.

³ United States Postal Service records reflect that the Complaint was sent to Respondents via certified mail and delivered on May 14, 2019. Respondents had twenty days from the date of service to file a response. 7 C.F.R. § 1.136(a). Weekends and federal holidays shall be included in the count; however, if the due date falls on a Saturday, Sunday, or federal holiday, the last day for timely filing shall be the following work day. 7 C.F.R. § 1.147(h). In this case, Respondents’ answer was due by June 10, 2019.

⁴ Answer at 1.

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

of Practice (*see* 7 C.F.R. § 11.36 (b)(1)), “to deny any of the allegations contained in paragraphs I through VII of the Complaint.”⁵ Respondents failed to file a response to the Motion.⁶

Authorities

The Rules of Practice Governing Formal Adjudicatory Proceedings Instituted by the Secretary Under Various Statutes (Rules of Practice or Rules), set forth at 7 C.F.R. §§ 1.130 *et seq.*, apply to the adjudication of this matter. Pursuant to 7 C.F.R. § 1.136, a respondent is required to file an answer within twenty days after service of a complaint.⁷ The Rules require that an answer shall “[c]learly admit, deny, or explain each of the allegations of the Complaint and shall clearly set forth any defense asserted by the respondent.”⁸ Moreover, “failure to deny or otherwise respond to an allegation of the Complaint shall be deemed, for purposes of the proceeding, an admission of said allegation.”⁹ Specifically, §1.139 (7 C.F.R. § 1.139) provides:

The failure to file an answer, or the admission by the answer of the all the material allegations of fact contained in the complaint, shall constitute a waiver of hearing. Upon such admission or failure to file, complainant shall file a proposed decision, along with a motion for the adoption thereof, both of which shall be served upon the respondent by the Hearing Clerk. Within 20 days after

⁵ Motion at 1.

⁶ United States Postal Service records reflect that the Motion for Default and Proposed Decision were sent to Respondents via certified mail and delivered on July 22, 2019. Respondents had twenty days from the date of service to file objections thereto. 7 C.F.R. § 1.139. Weekends and federal holidays shall be included in the count; however, if the due date falls on a Saturday, Sunday, or federal holiday, the last day for timely filing shall be the following work day. 7 C.F.R. § 1.147(h). In this case, Respondents’ objections were due by August 12, 2019. Respondents have not filed any objections.

⁷ 7 C.F.R. § 1.136(a).

⁸ 7 C.F.R. § 1.136(b)(1).

⁹ 7 C.F.R. § 1.136(c).

PACKERS AND STOCKYARDS ACT

service of such motion and proposed decision, the respondent may file with the Hearing Clerk objections thereto. If the Judge finds that meritorious objections have been filed, complainant's Motion shall be denied with supporting reasons. *If meritorious objections are not filed, the Judge shall issue a decision without further procedure or hearing.*

7 C.F.R. § 1.139 (emphases added).¹⁰

Section 307 of the Act (7 U.S.C. § 208) requires “every stockyard owner and market agency to establish, observe, and enforce just, reasonable, and nondiscriminatory regulations and practices in respect to the furnishing of stockyard services” and provides that “every unjust, unreasonably, or discriminatory regulation or practice is prohibited and declared to be unlawful.”¹¹ Pursuant to section 312(a) of the Act:

It shall be unlawful for any stockyard owner, market agency, or dealer to engage in or use any unfair, unjustly discriminatory, or deceptive practice in connection with determining whether persons should be authorized to operate at the stockyards, or with the receiving, marketing, buying, or selling on a commission basis or otherwise, feeding, watering, holding, delivery, shipment, weighing, or handling of livestock.

7 U.S.C. § 213(a).

Under section 228b, the term “unfair practice” includes “[a]ny delay or attempt to delay by a market agency, dealer or packer purchasing livestock, the collection of funds . . . or otherwise for the purpose of or resulting in extending the normal period of payment for such livestock.”¹² With regard to the collection of funds, section 228b provides:

¹⁰ Also applicable here are sections 307, 312(a), and 409 of the Act (7 U.S.C. §§ 208, 213(a), and 228b), and section 201.42 of the Regulations (9 C.F.R. § 201.42).

¹¹ 7 U.S.C. § 208(a).

¹² 7 U.S.C. § 228b(c).

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

Each packer, market agency, or dealer purchasing livestock shall, before the close of the next business day following the purchase of livestock and transfer of possession thereof, deliver to the seller or his duly authorized representative the full amount of the purchase price: Provided, That each packer, market agency, or dealer purchasing livestock for slaughter shall, before the close of the next business day following purchase of livestock and transfer of possession thereof, actually deliver at the point of transfer of possession to the seller or his duly authorized representative a check or shall transfer funds for the full amount of the purchase price to the account of the seller by wire, electronic funds transfer, or any other expeditious method determined appropriate by the Secretary for the full amount of the purchase price; or, in the case of a purchase on a carcass or "grade and yield" basis, the purchaser shall make payment by check at the point of transfer of possession or shall transfer funds for the full amount of the purchase price to the account of the seller by wire, electronic funds transfer, or any other expeditious method determined appropriate by the Secretary for the full amount of the purchase price not later than the close of the first business day following determination of the purchase price: Provided further, That if the seller or his duly authorized representative is not present to receive payment at the point of transfer of possession, as herein provided, the packer, market agency or dealer shall transfer funds for the full amount of the purchase price by wire, electronic funds transfer, or any other expeditious method determined appropriate by the Secretary or place a check in the United States mail for the full amount of the purchase price, properly addressed to the seller, within the time limits specified in this subsection, such action being deemed compliance with the requirement for prompt payment.

7 U.S.C. § 228b(a).

PACKERS AND STOCKYARDS ACT

Furthermore, “[e]ach payment that a livestock buyer makes to a market agency selling on a commission is a trust fund,”¹³ and every market agency subject to the Act is required to establish and properly maintain a custodial account for shipper’s proceeds.¹⁴ Section 201.42(c) of the Regulations (9 C.F.R. § 201.42(c)) sets forth detailed instructions on how to properly maintain a custodial account:

The market agency shall deposit in its custodial account before the close of the next business day (the next day on which banks are customarily open for business whether or not the market agency does business on that day) after livestock is sold (1) the proceeds from the sale of livestock that have been collected, and (2) an amount equal to the proceeds receivable from the sale of livestock that are due from (i) the market agency, (ii) any owner, officer, or employee of the market agency, and (iii) any buyer to whom the market agency has extended credit. The market agency shall thereafter deposit in the custodial account all proceeds collected until the account has been reimbursed in full, and shall, before the close of the seventh day following the sale of livestock, deposit an amount equal to all the remaining proceeds receivable whether or not the proceeds have been collected by the market agency.

9 C.F.R. § 201.42(c).

Findings of Fact and Law

The Findings of Fact and Law, adopted herein based upon the written record and as set forth in the Initial Decision, are as follows:

¹³ 9 C.F.R. § 201.42(a).

¹⁴ 9 C.F.R. § 201.42(b) (“Every market agency engaged in selling livestock on a commission or agency basis shall establish and maintain a separate bank account designed as ‘Custodial Account for Shippers’ Proceeds,’ or some other identifying designation, to disclose that the depositor is acting as a fiduciary and that the funds in the account are trust funds.”).

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

1. Respondent Quinter Livestock Market, LLC (“Respondent Quinter”) is a limited liability company whose business mailing address is 7099 Highway 40, Quinter, Kansas 67752.
2. Respondent Quinter is, and at all times material herein, was:
 - a. Engaged in the business of a dealer buying and selling livestock in commerce;
 - b. Engaged in the business of a market agency buying and selling consigned livestock in commerce on a commission basis; and
 - c. Registered with the Secretary of Agriculture as a dealer buying and selling livestock in commerce and as a market agency buying and selling livestock in commerce on a commission basis.
3. Respondent Clint Kvasnicka (“Respondent Kvasnicka”) is an individual whose current address is in the State of Kansas. The address will not be stated in this Decision and Order to protect Respondent Kvasnicka’s privacy but has been provided to the Hearing Clerk, United States Department of Agriculture, for service purposes.
4. Respondent Kvasnicka is, and at all times material herein, was:
 - a. General Manager, a member, a co-owner, and President of Quinter Livestock LLC;
 - b. Responsible for the day-to-day direction, management, and control of Respondent Quinter;
 - c. Engaged in the business of a dealer buying and selling livestock in commerce; and
 - d. Engaged in the business of a market agency buying and selling consigned livestock in commerce on a commission basis.
5. On August 10, 2017, the Packers and Stockyards Program, Grain

PACKERS AND STOCKYARDS ACT

Inspection, Packers and Stockyards Administration¹⁵ sent Respondents a Notice of Violation (“NOV”), via certified mail, informing Respondents that Respondent Quinter had failed to maintain its custodial account and operated with a custodial account shortage in violation of sections 307 and 312 of the Act (7 U.S.C. §§ 208 and 213) and section 201.42 of the Regulations (9 C.F.R. § 201.42). Further, in the same NOV, the Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration informed Respondents that Respondents had failed to make prompt payment for certain livestock purchases during the period of January 2017 through May 2017. The NOV further informed Respondents that failure to pay for livestock by close of the next business day is a violation of the Act and Regulations and that failure to correct their business practices and bring them into statutory and regulatory compliance could subject them to disciplinary action. Notwithstanding the NOV, Respondents continued to misuse custodial-account funds and operate with a custodial-account shortage and continued to engage in the business as a dealer buying and selling livestock in commerce without paying, when due, the full purchase price of the livestock, as required by the Act.

6. From October 2017 through July 2018, Respondent Quinter, under the direction, management, and control of Respondent Kvasnicka, failed to properly maintain Respondents’ custodial account, thereby endangering the faithful and prompt accounting of shippers’ proceeds and the payments due to the owners or consignors of livestock, in that:

- a. As of October 31, 2017, Respondents had outstanding checks drawn on their custodial account in the amount of \$61,254.98 and had to offset such checks, a balance in the custodial account of \$91.44 and proceeds receivable of \$0, resulting in a custodial-account shortage in the amount of \$61,163.54.
- b. As of May 18, 2018, Respondents had outstanding checks drawn on their custodial account in the amount of \$84,084.74 and had to offset such checks, a negative balance in the custodial account of \$64,880.87, and proceeds receivable of \$8,592.50, resulting in a custodial-account shortage in the

¹⁵ Now known as the Packers and Stockyards Division, Fair Trade Practices Program of the Agricultural Marketing Service.

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

amount of \$140,173.11.

- c. As of June 30, 2018, Respondents had outstanding checks drawn on their custodial account in the amount of \$58,547.70 and had to offset such checks, a negative balance in the custodial account of \$50,426.31, and proceeds receivable of \$0, resulting in a custodial-account shortage in the amount of \$108,974.01.
- d. As of November 30, 2018, Respondents had outstanding checks drawn on their custodial account in the amount of \$24,415.04 and had to offset such checks, a balance in the custodial account of \$183.16, and proceeds receivable of \$0, resulting in a custodial-account shortage in the amount of \$24,231.88.
- e. The shortages in Respondent's custodial account were due, in part, to Respondents' failure to deposit into the custodial account an amount equal to the proceeds receivable from the sale of consigned livestock within the time prescribed by section 201.42 of the Regulations (9 C.F.R. § 201.42).

7. The shortages in Respondents' custodial account during the period January 1, 2018 through June 30, 2018, as set forth in paragraph 6 above, also were due in part to Respondents' misuse of custodial-account funds. Respondent Quinter, under the direction, management, and control of Respondent Kvasnicka, on or about the dates set forth below, permitted \$9,351.97¹⁶ in bank fees to be charged to its custodial account:

Date	Description	Amount
1/2/2018	Overdraft Charge	\$201.74
1/3/2018	Overdraft Charge	\$28.82
1/4/2018	Overdraft Charge	\$28.82
1/5/2018	Overdraft Charge	\$57.64
1/12/2018	Overdraft Charge	\$28.82

¹⁶ Amount revised from \$9,411.83 as stated at Complaint section IV(a) (page 5), to current amount \$9,351.97, to reflect two "return check fees" withdrawn from the allegations (September 6, 2018, and September 11, 2018, each \$29.93).

PACKERS AND STOCKYARDS ACT

1/16/2018	Overdraft Charge	\$57.64
1/17/2018	Overdraft Charge	\$86.46
1/18/2018	Overdraft Charge	\$259.38
1/19/2018	Overdraft Charge	\$57.64
1/22/2018	Overdraft Charge	\$57.64
1/23/2018	Overdraft Charge	\$57.64
1/24/2018	Overdraft Charge	\$144.10
1/25/2018	Overdraft Charge	\$28.82
1/29/2018	Overdraft Charge	\$28.82
1/31/2018	Overdraft Charge	\$172.92
1/31/2018	Service Charge	\$8.33
2/1/2018	Overdraft Charge	\$144.10
2/2/2018	Overdraft Charge	\$115.28
2/5/2018	Overdraft Charge	\$115.28
2/6/2018	Overdraft Charge	\$172.92
2/7/2018	Overdraft Charge	\$144.10
2/8/2018	Overdraft Charge	\$86.46
2/9/2018	Overdraft Charge	\$86.46
2/12/2018	Overdraft Charge	\$57.64
2/13/2018	Overdraft Charge	\$57.64
2/14/2018	Overdraft Charge	\$259.38
2/15/2018	Overdraft Charge	\$28.82
2/20/2018	Overdraft Charge	\$28.82
2/21/2018	Overdraft Charge	\$57.64
2/22/2018	Overdraft Charge	\$172.92
2/23/2018	Overdraft Charge	\$115.28
2/26/2018	Overdraft Charge	\$57.64
2/27/2018	Overdraft Charge	\$28.82
2/28/2018	Overdraft Charge	\$144.10
2/28/2018	Service Charge	\$8.33
3/1/2018	Overdraft Charge	\$230.56
3/2/2018	Overdraft Charge	\$86.46
3/5/2018	Overdraft Charge	\$57.64
3/6/2018	Overdraft Charge	\$86.46
3/7/2018	Overdraft Charge	\$115.28
3/8/2018	Overdraft Charge	\$28.82
3/9/2018	Overdraft Charge	\$115.28
3/12/2018	Overdraft Charge	\$57.64
3/13/2018	Overdraft Charge	\$57.64
3/14/2018	Overdraft Charge	\$172.92
3/15/2018	Overdraft Charge	\$57.64
3/16/2018	Overdraft Charge	\$28.82
3/19/2018	Overdraft Charge	\$201.74
3/20/2018	Overdraft Charge	\$86.46
3/21/2018	Overdraft Charge	\$28.82
3/28/2018	Overdraft Charge	\$317.02

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

3/29/2018	Overdraft Charge	\$86.46
3/30/2018	Overdraft Charge	\$86.46
3/31/2018	Service Charge	\$8.33
4/2/2018	Overdraft Charge	\$28.82
4/3/2018	Service Charge	\$115.28
4/19/2018	Mobile Deposit Fee	\$0.50
4/19/2018	Mobile Deposit Fee	\$0.50
4/24/2018	Overdraft Charge	\$28.82
4/30/2018	Overdraft Charge	\$28.82
5/1/2018	Overdraft Charge	\$57.64
5/2/2018	Overdraft Charge	\$57.64
5/3/2018	Overdraft Charge	\$86.48
5/4/2018	Mobile Deposit Fee	\$0.50
5/4/2018	Overdraft Charge	\$57.64
5/7/2018	Overdraft Charge	\$144.10
5/9/2018	Overdraft Charge	\$57.64
5/10/2018	Overdraft Charge	\$144.10
5/11/2018	Overdraft Charge	\$115.28
5/15/2018	Overdraft Charge	\$57.64
5/16/2018	Overdraft Charge	\$28.82
5/17/2018	Overdraft Charge	\$144.10
5/18/2018	Overdraft Charge	\$86.46
5/21/2018	Mobile Deposit Fee	\$0.50
5/21/2018	Overdraft Charge	\$144.10
5/22/2018	Service Charge	\$259.38
5/23/2018	Overdraft Charge	\$230.56
5/24/2018	Overdraft Charge	\$57.64
5/25/2018	Overdraft Charge	\$86.46
5/29/2018	Mobile Deposit Fee	\$0.50
5/29/2018	Mobile Deposit Fee	\$0.50
5/29/2018	Mobile Deposit Fee	\$0.50
5/29/2018	Overdraft Charge	\$115.28
5/30/2018	Overdraft Charge	\$57.54
5/31/2018	Overdraft Charge	\$28.82
5/31/2018	Service Charge	\$8.33
6/1/2018	Overdraft Charge	\$57.64
6/4/2018	Overdraft Charge	\$28.82
6/6/2018	Mobile Deposit Fee	\$0.50
6/6/2018	Overdraft Charge	\$115.28
6/7/2018	Overdraft Charge	\$114.10
6/8/2018	Overdraft Charge	\$57.64
6/11/2018	Overdraft Charge	\$28.82
6/12/2018	Overdraft Charge	\$57.64
6/13/2018	Overdraft Charge	\$86.46
6/14/2018	Overdraft Charge	\$57.64
6/15/2018	Overdraft Charge	\$86.46

PACKERS AND STOCKYARDS ACT

6/18/2018	Overdraft Charge	\$28.82
6/19/2018	Overdraft Charge	\$28.82
6/20/2018	Overdraft Charge	\$144.10
6/21/2018	Mobile Deposit Fee	\$86.46
6/22/2018	Mobile Deposit Fee	\$0.50
6/25/2018	Overdraft Charge	\$172.92
6/27/2018	Overdraft Charge	\$0.50
6/27/2018	Overdraft Charge	\$0.50
6/27/2018	Service Charge	\$115.28
6/28/2018	Overdraft Charge	\$28.82
6/29/2018	Overdraft Charge	\$28.82
6/30/2018	Mobile Deposit Fee	\$8.33
7/2/2018	Overdraft Charge	\$57.64
7/3/2018	Overdraft Charge	\$57.64
7/5/2018	Mobile Deposit Fee	\$0.50
7/5/2018	Overdraft Charge	\$86.46
7/9/2018	Overdraft Charge	\$28.82
7/18/2018	Return Check Charge	\$29.93
7/23/2018	Mobile Deposit Fee	\$0.50
7/23/2018	Return Check Charge	\$29.93
7/31/2018	Return Check Charge	\$29.93
7/31/2018	Service Charge	\$8.33
8/14/2018	Mobile Deposit Fee	\$0.50
8/22/2018	Return Check Charge	\$29.93
8/27/2018	Return Check Charge	\$29.93
9/27/2018	Return Check Charge	\$29.93
9/28/2018	Mobile Deposit Fee	\$0.50
10/4/2018	Return Check Charge	\$29.93
10/12/2018	Return Check Charge	\$59.86
10/26/2018	Overdraft Charge	\$28.82
11/21/2018	Return Check Charge	\$29.93
11/26/2018	Return Check Charge	\$29.93
11/29/2018	Return Check Charge	\$29.93

8. On or about the dates and in the transactions set forth below, Respondents failed to pay, when due, the full purchase price of such livestock.

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

Purchase Date	Seller's Name	# of Head	Livestock Amount	Net Invoice Adjustments	Net Invoice	Due Date	Payment Date	Payment Amount	Days Late Per Instrument Date	Date Cleared Bank	Instrument Date to Date Cleared
3/8/18	Colby Livestock Auction, LLC	4	\$2,763.03	\$50.00	\$2,813.03	3/9/18	3/26/18		17		
3/15/18	Colby Livestock Auction, LLC	10	\$6,194.30	\$203.55	\$6,397.85	3/16/18	3/26/18		10	3/29/18	3
	subtotals <small>¹⁷</small>	14	\$8,957.33	\$253.55	\$9,120.88		3/26/18	\$9,120.88		3/29/18	3
3/29/18	Colby Livestock Auction, LLC	3	\$4,109.65	\$28.35	\$4,138.00	3/30/18	4/2/18	\$4,138.00	3	4/4/18	2
4/10/18	Wakeeney Livestock, LLC	8	\$4,318.50		\$4,318.50	4/11/18	4/16/18	\$4,318.50	5	4/20/18	4
3/13/18	Plainville Livestock Commission, Inc.	31	\$25,917.35		\$25,917.35	3/14/18	3/16/18	\$25,917.35	2	3/20/18	4
4/10/18	Plainville Livestock Commission, Inc.	64	\$53,232.8		\$53,232.83	4/11/18	4/30/18	\$53,232.83	19	5/2/18	2

¹⁷ Subtotals are included because sellers paid for more than one transaction with one check.

PACKERS AND STOCKYARDS ACT

4/17/18	Plainville Livestock Commission, Inc.	46	\$34,995.05		\$24,995.05	4/18/18	5/7/18	\$34,995.05	19	5/9/18	2
4/19/18	Oakley Livestock Commission Co., Inc.	3	\$2,500.00		\$2,500.00	4/20/18	4/23/18		3		
4/19/18	Colby Livestock Auction, LLC	14	\$8,393.90	\$193.43	\$8,587.33	4/20/18	4/23/18		3		
4/12/18	Colby Livestock Auction, LLC	1	\$464.40		\$464.40	4/13/18	4/23/18		10		
	subtotals	18	\$11,358.30	\$193.43	\$11,551.73		4/23/18	\$11,551.73		4/27/18	4
	TOTALS	184	\$142,889.01	\$475.33	\$143,364.34			\$143,364.34			

9. During the period of July 10, 2017 through August 21, 2017, in eight of the transactions involving six different livestock sellers, Respondents issued checks in payment for livestock purchases, which checks were returned unpaid by the bank upon which they were drawn because Respondents did not have and maintain sufficient funds on deposit and available in the accounts upon which such checks were drawn to pay such checks when presented.

10. By issuing insufficient funds checks in the eight transactions in paragraph VI(a) of the Complaint, Respondents failed to pay, when due, the full purchase price of livestock.

(*Id.* at 10-20).

Decision

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

The primary issue is whether Respondent properly maintained a custodial account to cover the expenses and obligations of a livestock sales business. This custodial account is akin to a trust account, creating a fiduciary duty from the livestock dealer to its customers and suppliers. 9 C.F.R. § 201.42(b). Great care must be taken by the holder of the custodial account to ensure that deposits are timely made in order to cover subsequent payments made to suppliers. The Findings of Fact set forth above fully support the conclusion that the Respondents failed in their duty to properly maintain this custodial account, thereby breaching their fiduciary duties to those with whom Quinter Livestock, LLC, engaged in business transactions. The banking records detail the numerous, repeated instances of failure to maintain funds to cover accounts payable and show the ongoing inability of Respondents to run its business in a manner compliant with the specific requirements of the Act. Simply blaming the bank does not “clearly admit, deny, or explain each of the allegations of the Complaint.” 7 C.F.R. § 1.136 (b)(1). In any event, assertions that the bank was at fault are insufficient to explain the evidence of record documenting the repeated instances of failure to maintain sufficient funds in the custodial account. While the letter from the bank provided by the Respondents reflects one instance of an incorrect charge, there is no explanation, either from the bank or from Respondents, which would explain the approximately ninety-six (96) overdrafts committed between January 2018 and November 2018. *See id.* at 10-18.

Based upon careful consideration of the record, as well as applicable statutory, regulatory and adjudicatory precedents, including a *de novo* review of the record, for the reasons set forth herein above, it is my determination that the Initial Decision should be, and the same hereby is, ***affirmed.***

Conclusions

1. The Secretary of Agriculture has jurisdiction in this matter.
2. Judge Clifton did not err in her findings in determining that a decision on the record was appropriate in this case; further, her findings fully support her determination that Respondents willfully violated the Act as set forth therein.

PACKERS AND STOCKYARDS ACT

3. Respondents Quinter Livestock Market, LLC and Clint Kvasnicka have willfully violated sections 307, 312(a), and 409 of the Packers and Stockyards Act (7 U.S.C. §§ 208, 213(a), and 228b); and section 201.42 of the Regulations promulgated thereunder (9 C.F.R. § 201.42).
4. The following Order is authorized by the Act and warranted under the facts and circumstances of this case, as detailed above.

ORDER

1. Respondents Quinter Livestock Market, LLC and Clint Kvasnicka, their agents and employees, directly or through any corporate or other device, in connection with operations subject to the Packers and Stockyards Act, shall cease and desist from engaging in operations subject to the Packers and Stockyards Act without paying timely for each and every livestock transaction and purchase from sellers of livestock and shall cease and desist from issuing checks without sufficient funds to pay those checks.
2. Respondents Quinter Livestock Market, LLC and Clint Kvasnicka are suspended as registrants from all livestock operations as a market agency buying and selling consigned livestock in commerce on a commission basis and as a dealer for a period of five (5) years from the date when this Decision and Order becomes final; **EXCEPT THAT** in the event that Respondents can demonstrate to AMS within sixty (60) days of the date of entry of this Order that they have made payment in full as to all transactions referenced hereinabove and that they have operated their business in a manner compliant with the specific requirements of the Act since November 2018, such suspension shall be **WAIVED**.

Right to Seek Judicial Review

Petitioner has the right to seek judicial review of the Order in this Decision and Order in the appropriate United States Court of Appeals in accordance with 28 U.S.C. §§ 2341-2350. Judicial review must be sought within sixty (60) days after the date of entry of the Decision and Order, as

Quinter Livestock, LLC & Clint Kvasnicka
79 Agric. Dec. 536

indicated below, or it will become final and unappealable by operation of law.¹⁸

Copies of this Decision and Order shall be served by the Hearing Clerk upon each party. The Hearing Clerk will use both certified mail and regular mail for Respondents, and as a courtesy, also email copies to Complainant and to Respondent Clint Kvasnicka at the email address he used to reach the Hearing Clerk.

—

¹⁸ 28 U.S.C. § 2344.

PACKERS AND STOCKYARDS ACT

**In re: SHANE M. LYNCH, d/b/a LYNCH CATTLE COMPANY,
LLC.**

Docket No. 19-0007.

Decision and Order.

Filed August 19, 2020.

P&S-D.

Christopher P. Young, Esq., for AMS.

Respondent Shane M. Lynch, *pro se*.

Decision and Order by Jill S. Clifton, Administrative Law Judge.

DECISION AND ORDER

Decision Summary

1. Respondent Shane M. Lynch (“Respondent Lynch”), doing business as Lynch Cattle Company, LLC, violated the Packers and Stockyards Act, 1921 as amended and supplemented (7 U.S.C. §§ 181 *et seq.*) (“Act”), and Regulations promulgated under the Act, during 2015 and 2016 as alleged in the Complaint filed on December 4, 2018. This Decision focuses on the nature of those violations and the appropriate penalty or remedy. Respondent Lynch has not been subject to prior sanction. The following sanction is ordered: cease and desist orders; plus a 5-year prohibition from engaging in operations subject to the Packers and Stockyards Act, and prohibition during that same 5 years from registering under the Act; provided that, after having served 1 year of prohibition, Respondent Lynch may apply to AMS Fair Trade Practices Program, by showing payment-in-full of the unpaid amounts specified in the Complaint, to request a supplemental order terminating the prohibition early.

Procedural History

2. A Complaint filed with the USDA Hearing Clerk on December 4, 2018, initiated this proceeding regarding the Respondent Mr. Lynch (Docket No. 19-0007). The Complaint was signed by the Acting Deputy Administrator, Fair Trade Practices Program, Agricultural Marketing Service, United States Department of Agriculture (“AMS”).

3. The Complaint alleged that Respondent Lynch willfully violated

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

section 312(a) of the Act (7 U.S.C. § 213(a)),
section 409(a) of the Act (7 U.S.C. § 228b),
section 201.43(b)(2)(ii) of the Regulations (9 C.F.R. §
201.43(b)(2)(ii)), and
section 201.53 of the Regulations (9 C.F.R. § 201.53),

by 1) during 2015 and 2016, purchasing livestock from livestock sellers and failing to pay the full purchase price of such livestock in 4 transactions; 2) during 2016 issuing checks in 3 of those 4 transactions in payment for the full amount of the purchase invoice, which checks were returned due to insufficient funds; 3) during the period of April 2, 2016 through June 16, 2016, failing to pay, when due, the livestock purchase amount within the time period required by the Act in 6 transactions; and 4) during 2016, falsely representing ownership in livestock advertised for sale and accepting payment for falsely advertised cattle, then failing to deliver the promised cattle in 2 transactions.

4. Respondent Shane M. Lynch timely filed his Answer on January 28, 2019, denying all allegations contained in the Complaint and requesting a Hearing.

5. The Hearing was held by dial-in telephone conference on August 20 and 21, 2019. A transcript of the hearing was filed with the Hearing Clerk on September 4, 2019.

6. AMS filed Complainant's Brief and Proposed Decision and Order ("Complainant's Brief") on January 17, 2020. Complainant's Brief was served on Respondent Lynch by certified mail and was accompanied by a letter from the USDA Hearing Clerk directing Respondent Lynch: "In accordance with the applicable rules of practice, you will have 20 days after service of this letter to file an original and three copies of your response to the proposed decision."

7. ¹

¹ United States Postal Service records reflect that Complainant's Brief was sent to Respondent Lynch via certified mail on and delivered on January 30, 2020.

PACKERS AND STOCKYARDS ACT

8. Respondent Lynch did not file a response or reply brief in this matter.

Findings of Fact

1. Shane M. Lynch, doing business as Lynch Cattle Company, LLC (“Respondent Mr. Lynch”), is an individual, doing business as a limited liability company organized and existing under the laws of the State of Oklahoma, with a principal place of business and mailing address of 10870 County Road 3470, Stratford, Oklahoma 74872. CX-1.

2. At all times material herein, the Respondent Mr. Lynch was:

- a. engaged in the business of buying and selling livestock in commerce as a dealer and operating subject to the Act; and
- b. not registered with the Secretary of Agriculture as a dealer, as that term is defined and used in the Act and the regulations promulgated thereunder.

3. Between September 2015 and June 2016, the Respondent Mr. Lynch purchased livestock from four livestock sellers and failed to pay the full purchase price of that livestock in the total amount of \$259,176.85, broken down as follows:

- a. eighty-five (85) head on September 4, 2015 from Central Livestock Services, LLC in the amount of \$196,912.70 (CX-2 at 13, para. 3.3; CX-20);
- b. twenty-three (23) head on June 20, 2016 from Atoka Livestock, LLC in the amount of \$20,083.55 (CX-2 at 13, para. 3.1; CX-17 at 1; CX-22 at 1-4);

Respondent Lynch had twenty (20) days from the date of service to file a response. 7 C.F.R. § 1.143(d). Weekends and federal holidays shall be included in the count; however, if the due date falls on a Saturday, Sunday, or federal holiday, the last day for timely filing shall be the following workday. 7 C.F.R. § 1.147(h). In this case, Respondent’s response was due on or before February 19, 2020.

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

- c. thirty-seven (37) head on June 20, 2016 from Holdenville Livestock Market in the amount of \$39,980.60 (CX-18 at 1, 4); and
- d. three (3) head on June 22, 2016 from Stilwell Livestock Auction, LLC in the amount of \$2,200.00 (CX-2 at 14, para. 3.8; CX-19).

As of the date of the hearing, some portions of these monies owed had been paid: Holdenville Livestock Market was owed either \$4,438.30 (Tr. Vol. 1 at 56:19-57:3; Tr. Vol. 2 at 65:2-20) or \$2,935.00 (Tr. Vol. 2 at 23:14-15) or somewhere in between; and Atoka Livestock, LLC was owed \$19,583.55 at the time of the hearing (Tr. Vol. 2 at 64:11-21). As of the date of the hearing, a total of about \$223,134.55 was still owed to these livestock sellers, collectively.

4. Between April 2, 2016 and June 16, 2016, in six transactions involving the purchase of 169 head at Okmulgee Livestock Auction, Henryetta, Oklahoma, for a total purchase amount for livestock of \$193,417.15, the Respondent Mr. Lynch failed to pay, when due, the livestock purchase amount within the time period required by the Act (CX-8, 9, 13-16).

5. Between June 22, 2016 and June 27, 2016, the Respondent Mr. Lynch issued three checks to livestock sellers which were returned by the Respondent's bank because the Respondent did not have sufficient funds to cover the checks issued:

- e. one to Holdenville Livestock Market of Holdenville, Oklahoma on June 22, 2016 in the amount of \$40,940.60 (CX-2 at 14, para. 3.5; CX-4, 18);
- f. one to Stilwell Livestock Auction, LLC of Stilwell, Oklahoma on June 23, 2016 in the amount of \$2,200.00 (CX-2 at 14, para. 3.8; CX-4; CX-19 at 2); and
- g. one to Atoka Livestock, LLC of Atoka, Oklahoma on June 27, 2016 in the amount of \$20,403.55 (CX-4; CX-17 at 1, 5-8; CX-22 at 5-9).

PACKERS AND STOCKYARDS ACT

6. The Respondent Mr. Lynch represented ownership in livestock advertised for sale, accepted payment for the advertised cattle, and then failed to deliver the promised cattle in two separate transactions.

- h. One occurred on June 21, 2016, wherein the Respondent accepted \$80,000.00 in payment from Danny Sprayberry (also spelled as Spraberry), doing business as Sprayberry Farms, Inc., for cattle that the Respondent did not own and could not and did not produce to any buyer subsequent to the sale (CX-2 at 14, para.3.7; CX-4, 41, 42).
- i. The other occurred on June 2, 2016, wherein the Respondent accepted \$48,750.00 from Shane Smith in payment for cattle that Respondent did not own and could not and did not produce to any buyer subsequent to the sale (CX-2 at 14, para. 3.6; CX-4, 41, 43).

Discussion

1. The purpose of the Packers and Stockyards Act (“Act”) is “to prevent economic harm to producers and consumers at the expense of middlemen.” *Glover Livestock Comm’n Co. v. Hardin*, 454 F.2d 109, 114 (8th Cir. 1972), *rev’d sub nom. Butz v. Glover Livestock Comm’n Co.*, 411 U.S. 182, (1973).
2. The Act defines “dealer” as “any person, not a market agency, engaged in the business of buying or selling in commerce livestock, either on his own account or as the employee or agent of the vendor or purchaser.” 7 U.S.C. § 201(d).
3. The Act prohibits any dealer from engaging in or using “any unfair, unjustly discriminatory, or deceptive practice or device in connection with . . . the receiving, marketing, buying, or selling on a commission basis or otherwise, feeding, watering, holding, delivery, shipment, weighing, or handling of livestock.” 7 U.S.C. § 213(a).
4. The Act further requires prompt payment for the purchase of livestock by dealers, meaning delivery of payment “before the close of the next business day following the purchase of livestock and transfer of possession” unless otherwise waived by written agreement. *See* 7 U.S.C. § 228b.

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

5. The Regulations promulgated under the Act, 9 C.F.R. § 201.43(b)(2)(ii), prohibit a dealer from mailing a check for payment unless:

(A) the check is made available for actual delivery and the seller or his duly authorized representative is not present to receive payment, at the point of transfer of possession of such livestock, on or before the close of the next business day following the purchase of the livestock and transfer of possession thereof, or, in the case of a purchase on a “carcass” or “grade and yield” basis, on or before the close of the first business day following determination of the purchase price; or unless (B) the seller expressly agrees in writing before the transaction that payment may be made by such mailing of a check.

The Regulations, 9 C.F.R. § 201.53, also state that no dealer “shall knowingly make, issue, or circulate any false or misleading reports, records, or representation concerning the market conditions or the prices or sale of any livestock, meat, or live poultry.”

6. During the Hearing held on August 20 and 21, 2019, on behalf of AMS Fair Trade Practices Program, two witnesses testified: 1) Mr. Justin Ham, a Resident Agent for over ten years in eastern Oklahoma and representative of the Packers and Stockyards Division, Tr. Vol. 1 at 36:17-37:2; and 2) Mr. Timothy Hansen, Agency representative, Program Analyst with the Packers and Stockyard’s Division, Fair Trade Practices Program, who testified to provide sanction evidence. Mr. Hansen had by then worked with the Packers and Stockyard’s Division for thirty-three years. Tr. Vol. 2 at 109:7-110:10. Respondent Lynch was not assisted by counsel (appeared *pro se*), testified on his own behalf, and did not call any other witnesses to testify.

7. The Complaint alleged that Respondent Lynch violated the Act and Regulations and, in the process, caused harm to the following business in the following ways:

PACKERS AND STOCKYARDS ACT

- j. he failed to pay, when due, within the time required by the Act, and failed to pay the full purchase price for livestock to Central Livestock Services, LLC;
 - k. he failed to pay, when due, within the time required by the Act, failed to pay the full purchase price for livestock, and issued a check to pay for livestock that did not have sufficient funds to cover the amount to Atoka Livestock, LLC;
 - l. he failed to pay, when due, within the time required by the Act, failed to pay the full purchase price for livestock, and issued a check to pay for livestock that did not have sufficient funds to cover the amount to Holdenville Livestock Market;
 - m. he failed to pay, when due, within the time required by the Act, failed to pay the full purchase prices for livestock, and issued a check to pay for livestock that did not have sufficient funds to cover the amount to Stilwell Livestock Auction, LLC.
 - n. he failed to pay, when due, the livestock purchase price within the time required by the Act to Okmulgee Livestock Auction;
 - o. he represented ownership of livestock advertised for sale, accepted payment, and then failed to deliver the promised livestock to Shane Smith; and
 - p. he represented ownership of livestock advertised for sale, accepted payment, and then failed to deliver the promised livestock to Danny Spraberry (also spelled Sprayberry).
8. These violations were serious and caused significant harm to the sellers as both Mr. Ham and Mr. Hansen testified.

AMS's Explanation of the Investigation and Harm to the Victims

9. Mr. Ham, Resident Agent stationed in eastern Oklahoma, testified that, during his investigation, Respondent Lynch admitted to dealing cattle for a number of years and explained that “[a]nyone that operates as a dealer

which would be buying cattle for the sole purpose of resale under our definition is subject to our jurisdiction” Tr. Vol. 1 at 68:20-69:12, 93:18-95:8, 101-02; CX-4; CX-5 at 2; CX- 6-18; CX-22 at 9-16. *See also* Tr. Vol. 1 at 112:18-113:2 (Respondent Lynch admitting that he “never traded cattle like that before” and he “didn’t know [he] needed to do – have that stuff”). Mr. Ham testified that Respondent Lynch was not registered with the Packers and Stockyards Program and explained that registration is important for dealers because registrants “obtain the proper clause, financial instrument [or bond] that would secure obligations in case of a failure such as this.” *Id.* at 69:13-71:14.

10. Mr. Ham also testified that the damage done to a business when they receive a check that bounces due to insufficient funds is significant: “The market then has to put their own money into that account to cover the check that they pay to the consignors of that livestock.” Tr. Vol. 1 at 178:1-4. Mr. Ham testified that the “net affect” of giving a bad check is the same as not paying at all because the market has to cover the purchase with their own money one way or the other. *Id.* at 178:8-21. Mr. Ham explained that issuing a bad check, although the net effect is the same as non-payment, is really three violations: 1) not paying on time, 2) not paying, and 3) issuing the check with improper funds. *Id.* Mr. Timothy Hansen, representative for the Fair Trade Practices Program, Packers and Stockyards Division, added that, in addition, the market is subject to bank fees for bounced checks. *Id.* at 180:10-181:1. Mr. Hansen explains that the bouncing of a check can be very disruptive to the market because often the market will try to deposit the bad check a second time “to make sure that the money that buyer owes is provided to the custodial account” and the fees can add up. *Id.*; *Id.* at 181:10-182:5. Mr. Hansen further explained that payment of those fees can become further disruptive to the market when there are issues with the accounts from which fees are taken. *Id.*

Respondent Lynch’s Admissions and Defenses

11. Respondent Lynch testified on his own behalf. Respondent Lynch admitted that he was not registered with the Secretary and did not know he should be registered or bonded. Tr. Vol. 2 at 28:7-29:10. He testified that he had been “buying and selling cattle for a lot of years” and that he usually “kept anywhere from 150 to 200 mama cows at home” but that he

PACKERS AND STOCKYARDS ACT

eventually got married and had kids. *Id.* at 15:21-18:10. He explained that “things kind of went in a whirlwind” because his assistant took another job and he did not have a secretary for a few months, then he hired another secretary and added her to all his accounts to take care of them for him because he “just couldn’t do it.” *Id.* Respondent Lynch testified that about two or three months later, around July 4, 2016, his secretary called him and said “Shane, you’re out of money” and he instructed her to “find out where the money is at and transfer it over” because he did not know what was in his accounts. *Id.* Respondent Lynch explained that he got in touch with his accountant and, a couple days later, he realized he was “in trouble.” He claims that he had always taken care of it before and always knew where his money was but that he had “just mentally stepped away.” *Id.* Respondent Lynch further explained that his wife passed away from a car accident on January 2, 2016 and admits “[i]t was just a lot to handle. I lost my mind, I think. I know I did, but it’s no excuse. That’s all I really know to say about it.” *Id.* at 20:4-11.

12. In his defense regarding the fraud allegation, Respondent Lynch argued that he did not “actually” commit fraud but that he had cattle “scattered all over the place” that he bought but due to “really horrible management” he failed to pick them up and have them delivered where they belonged. Tr. Vol. 1 at 33:11-34:6. Respondent Lynch testified that he wouldn’t have sold or taken someone’s money for cattle he didn’t have and stated “I just didn’t know exactly how many head of cattle I had, where they was at and I just -- I just didn’t know what was really going on at the time.” *Id.* Respondent Lynch also testified that, during Mr. Ham’s investigation, Mr. Bart Perrier from the Texas Southwest Cattle Raisers Association “kept on pushing” Respondent Lynch to admit to defrauding cattle purchasers and “got mad” when Respondent Lynch would not. *Id.* at 74:11-75:7. Respondent Lynch avers that the situation was, in fact, that he didn’t intend to defraud anyone but lost track of his money and how many cattle he owned and, as a result, sold cattle he did not in fact own. *Id.* at 79:5-83:5, 83:17-84:3. *See also* Tr. Vol. 2 at 36:8-38:21, 42:14-43:11, 50:21-51:20, 52:10-53:20, 58:19-59:20, 78:1-79:5.

13. Respondent Lynch claims to have paid about \$40,000 back to Spraberry Farms and about “20 something thousand” to Shane Smith about a year before the hearing, and that he pays “\$650 a month to them

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

as well” via Pontotac NADA Restitution. Tr. Vol. 1 at 58:9-60:4.
Respondent Lynch further testified as follows:

JUDGE CLIFTON: I recall from our telephone discussions that there was some parcel of land that belonged to your father that was sold. If I’m right about that, tell me if that happened and where the proceeds went.

RESPONDENT LYNCH: My dad sold some land and that went to pay \$60,000.00 to Spraberry Farms and Shane Smith.

JUDGE CLIFTON: Did that money go through the District Attorney's office?

RESPONDENT LYNCH: Yes, ma’am.

JUDGE CLIFTON: That document that became RX-1, does that take into account that \$60,000.00 was already paid to bring down the money owed to them?

RESPONDENT LYNCH: Yes, ma’am, um-huh.

Tr. Vol. 2 at 21:13-22:6. RX-1 shows a remaining balance of \$22,809.40 owed to Shane Smith and a remaining balance of \$37,920.80 owed to Danny Spraberry.

14. Respondent Lynch also disputes the amount owed to Central Livestock Services, LLC as represented in CX-20 and the Complaint because he claims “they [Central Livestock Services, LLC] came and took cows and calves off my stock and then they came and took horses that were worth a lot of money and they took a horse trailer from the house just like that and never deducted it from what they say I own them.” Tr. Vol. 1 at 145:8-19.

15. Respondent Lynch also avers that the amounts reflected in CX-21, the “Schedule of Failure to Pay for Livestock” prepared by Mr. Ham during his investigation, are not accurate because Respondent has paid “on all of

PACKERS AND STOCKYARDS ACT

them but Stilwell.” *Id.* at 148:2-14. Respondent Lynch further testified as follows:

I owe \$2935.00 to Holdenville still. Central Livestock, they took the cows and calves and they took some horses and they took a trailer from me. They haven’t deducted that from the month I owe them. I’m in the middle of trying to figure out the value of the stuff that they took, and we are trying to get them to - my bankruptcy attorney is trying to get them to send us what they consider it being worth and this and that. They did send us some of the stuff on the horses and it was way off from what it should have been, but I don’t think I can do anything about it. I don’t know what to do on the figures, without letting my attorneys look at it on the bankruptcy side of it. I don’t know how that will work. Ultimately, I know I’ll have to pay whatever is left.

....

I owe Atoka Sale Barn right at \$20,000, a little bit less. I sent him a check for \$500, I think, what it was. I’m sorry. I owe Stilwell, too, and that’s \$2200.

Tr. Vol. 2 at 23:14-24:8, 24:12-15.

16. Respondent Lynch stated: “I apologize for the hardships that I put on them families and businesses.” *Id.* at 105:5-7. As I told Respondent Lynch during the hearing, I appreciate his acknowledgment that his actions created a hardship for others, and I appreciate his remorse for his actions.

Sanction Recommended

17. Mr. Hansen testified that he, as a representative of the AMS Fair Trade Practices Program, Packers and Stockyard’s Division, recommends that, as sanction for his violations of the Act, Respondent Lynch

be prohibited from engaging in operations that require a registration and bond under the Packers and Stockyards Act, and be prohibited from obtaining any such registration under the Packers and Stockyard’s Act, for a

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

period of five years. After one year of such prohibition, however, upon application to the Packers and Stockyard's Division for a registration, Respondent Lynch may apply for a supplemental order to be issued, terminating that prohibition from registration, after the one-year period, if at any time during those remaining four years, he shows that -- demonstrates to the satisfaction of the Packers and Stockyard's Division - - that all unpaid livestock sellers identified in the Complaint, have been paid in full.

Tr. Vol. 2 at 113:13-114:3. *See also* Complainant Brief. Mr. Hansen further acknowledged that due to any pending bankruptcy actions, any payments made for debts resulting as a violation of the Act would have to be made in accordance with the applicable bankruptcy rules, coded framework, or laws. *Id.* at 114:20-115:4.

18. As support for the recommended sanction, Mr. Hansen explained that “the purpose of the bond . . . is to protect the people the dealer’s buying livestock from, in the event the dealer does not pay” and that if Respondent Lynch had at least tried to register as a dealer, the Division would have ensured that he was also bonded to protect sellers; but his failure to do so was “sort of an aggravating factor here.” *Id.* at 116:7-10, 116:15-117:5.

19. Mr. Hansen also explained how failure to pay when due is a financial stress for the seller, especially if they need to pay the original producer from whom they acquired the livestock. *Id.* at 117;18-118:1. Mr. Hansen explained that, in the present case, Respondent Lynch’s failure to pay when due at the Auction Market likely caused a chain reaction, detrimental to the market. *Id.* at 118:11-121:3. Specifically, Mr. Hansen testified:

Okmulgee is a -- an Auction Market. They, in turn, are also subject to the Packers and Stockyard’s Regulations, and they have a custodial account that they have to use to channel money, basically, from the buyers, like Mr. Lynch, to the sellers, and, so, they require -- they have requirements they have to meet for maintenance of that custodial account. . . . [O]ne of the requirements is that if they have not received payment from the buyer by the

PACKERS AND STOCKYARDS ACT

close of business the seventh day following sale, they have to put their own money into the custodial account to cover what that buyer failed to -- owes them, at that point in time.

Now, in doing that, that means they have to take money out of their general account, or some other account, or borrow money, if need be, but get money and put it into the custodial account to cover that buyer, buyer's purchases. That makes it harder for the market to meet its payroll, to pay its electrical bill, and its operating expenses. The more of that that happens, the more financially weak the market becomes, and ultimately could lead to their failure, which, then means they could potentially fail to pay basically all the consigners to their recent sales.

Id. at 118:13-119:18. Mr. Hansen testified that there have been instances where such failures to pay have resulted in a market going out of business. *Id.* at 121:4-17. Here, Mr. Hansen explained, Respondent Lynch's failure to pay going back to 2016 caused the markets to have to come up with the money not paid, money that came from their operating funds or was borrowed with interest, to keep the custodial account funded. *Id.* at 124:2-21. Mr. Hansen testified that the failure to pay, as opposed to a failure to pay when due, is "more serious" as the market has to put their own money in to pay sellers "even though they never took ownership of the livestock." *Id.* at 125:8-12.

20. Mr. Hansen explained that paying by check with insufficient funds causes the same hardships on the market in addition to additional bank service fees "which can add up and be substantial" and must come out of an account other than the custodial account such as the general account or operating expenses. *Id.* at 126:7-128:3.

21. As to the fraud allegations, Mr. Hansen explained that:

the internet has become a major marketing tool in the livestock industry, and when you have someone go on the internet, and advertise livestock for sale, and then not be

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

able to provide the livestock they said they had, for whatever reason, and then kind of have accepted the money and payment for it, and not be able to pay it back, that damages the faith in the integrity of the internet as a marketing tool, and it is such an important tool these days.

Id. at 131:3-12. Mr. Hansen avers that “to a broad extent . . . that could be very disruptive to the livestock industry.”

22. Mr. Hansen testified that he considered Agency policies, case precedent, the Act, and Regulations when formulating his recommended sanction. *Id.* at 137:10-138:1. Mr. Hansen explained that if Complainant was going to impose a civil penalty, it would need to consider “respondent’s ability to pay the civil penalties without being put out of business” and here:

because Mr. Lynch was not registered, he was not filing end reports, I had no balance sheets to look at, given the nature of the violations where he’s failed to pay, pay when due, NSF checks, that does not paint a picture that tells me he’s got the wherewithal to pay civil penalties readily. Also, he’s filed bankruptcy, which, again, doesn’t look like civil penalties will really be a viable sanction tool. The other thing is where we’ve got unpaid sellers that are still unpaid, it just looks inappropriate for the government to try go to the head of the line and collect money, when there are unpaid sellers. So, we did not want to look at civil penalties.

Id. at 138:11-139:3. Mr. Hansen stated that sanctions are used for deterrence and punishment, but “[t]he ultimate goal, though, is compliance” so “the penalties, or things of that nature, is what we would pursue to get compliance.” *Id.* at 139:4-11. Mr. Hansen went on to explain:

Here, our orientation was more towards trying to get Mr. Lynch to pause, and get his house in order, before he proceeds, and also, importantly, to not have him continue operating as he is, building up more bad debts, in the

PACKERS AND STOCKYARDS ACT

meantime. . . unfortunately, he wasn't registered, so we don't have a registration to suspend.

So, then, we turn to the prohibition from registering, which means, that in the time that he would be prohibited from registering, and there I -- there would be a seize and assist [sic] [cease and desist] order . . . not to operate without, you know, being in compliance with the act and regulations. He must not operate as a livestock dealer, buying for resale, which is one of the things he's been doing. He also mentioned being an order buyer in the past, which would be a market agency buying on commission. Registration covers both those activities, as well as selling on commission, which is -- other than his part ownership at a market, at some time in the past, he's not been doing recently, as far as I know, but it would -- prohibiting from registering would preclude those activities.

We're requesting that he be precluded from those activities, for a period of five years, during which time we would hope he would finalize getting, you know, sellers paid, and so forth, or if he can do this in a shorter period of time, at any point after one year, we would be willing to lift the prohibition, if he provides us verifiable information that he has, in fact, paid the unpaid sellers listed in the complaint, by whatever means, whether it's following the bankruptcy requirements, or whatever.

Our idea is to get him to give pause, to get his house in order, not incur more debt, bad debts in the near term, and then, as soon as possible, when he can, get right, and get registered and bonded, he's got people paid and so forth. He can, again, proceed with doing what he loves to do because he's not just filing bankruptcy and walking away. There is evidence he is trying to make payments. That rather indicates he does want to rebuild his integrity and be able to get back into the business. That does seem to be his goal. The sanction we're proposing looks to help him do that, but in an orderly way, so that, hopefully, the

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

harm that's been done can be undone, and he can get right, and do things the right way, get registered and bonded, then, before he operates. So, even after one year, if he shows he's paid everyone, he would still have to register and obtain a bond before he could operate, but then he could do so.

Id. at 139:12-142:5. Mr. Hansen testified that he reviewed previous enforcement cases with similar facts and, although most were consent decisions, he concluded that a five-year prohibition from registration was well justified for the serious nature of these violations. *Id.* at 143:15-144:2.

Conclusions

1. The Secretary of Agriculture has jurisdiction over the parties and the subject matter.
2. During 2015 and 2016, Respondent Shane M. Lynch willfully violated sections 312(a) and 409(a) of the Packers and Stockyards Act (7 U.S.C. §§ 213(a), and 228b); and sections 201.43(b)(2)(ii) and 201.53 of the Regulations promulgated thereunder (9 C.F.R. §§ 201.43(b)(2)(ii), 201.53).
3. The sanction recommended by AMS is appropriate and aimed to bring Respondent Lynch into compliance. The sanction recommended gives Respondent Lynch the opportunity to re-enter the market as a registered and bonded dealer, more quickly if successful in paying those harmed.
4. The following Order is authorized by the Act and warranted under the circumstances.

ORDER

1. Respondent Shane M. Lynch, his agents and employees, directly or through any corporate or other device, in connection with operations subject to the Packers and Stockyards Act, shall cease and desist from engaging in operations subject to the Packers and Stockyards Act without paying timely for each and every livestock transaction and purchase from

PACKERS AND STOCKYARDS ACT

sellers of livestock; and shall cease and desist from issuing checks without sufficient funds to pay those checks. Specifically, Respondent, his agents and employees, directly or through any corporate or other device, in connection with operations subject to the Packers and Stockyards Act, shall cease and desist from

- A. Purchasing livestock in commerce and failing to pay or failing to pay when due, the full purchase price of such livestock as required by sections 312(a) and 409 of the Act (7 U.S.C. §§ 213(a) and 228b) and section 201.43 of the regulations (9 C.F.R. § 201.43);
- B. Issuing checks for payment and failing to maintain sufficient funds on deposit and available in the account upon which payment checks are drawn to pay such checks when presented, as required by section 312(a) of the Act (7 U.S.C. §§ 213(a)); and
- C. Representing ownership in livestock advertised for sale, accepting payment for that advertised cattle, and then failing to deliver the promised cattle.

2. Respondent Shane M. Lynch, operating individually or through any corporate or other device, is prohibited for 5 (five) years from when this Decision and Order becomes final from engaging in operations subject to the Packers and Stockyards Act; and from registering under the Packers and Stockyards Act as a dealer and as a market agency buying and selling consigned livestock in commerce on a commission basis. However, upon application to AMS, Packers and Stockyards Division, a supplemental order may be issued that shortens that 5-year prohibition. After 1 (one) year of prohibition, at any time, during those remaining 4 (four) years, if the Respondent shows that -- demonstrates to the satisfaction of the Packers and Stockyard's Division, that all unpaid livestock sellers, identified in the Complaint, have been paid in full, the prohibition could be terminated by supplemental order.

Finality

This Decision and Order becomes final and effective without further proceedings thirty-five (35) days after the date of service upon the Respondent, unless appealed to the Judicial Officer by a party to the

Shane M. Lynch, d/b/a Lynch Cattle Company, LLC
79 Agric. Dec. 554

proceeding by filing with the Hearing Clerk within thirty (30) days pursuant to section 1.145 of the Rules of Practice (7 C.F.R. § 1.145). See Appendix A.

Copies of this Decision and Order shall be sent by the Hearing Clerk to each of the parties. The Hearing Clerk will use both certified mail and regular mail for the Respondent Shane M. Lynch and as a courtesy will in addition email Respondent Shane M. Lynch at the email address he used to reach the Hearing Clerk.

—

MISCELLANEOUS ORDERS & DISMISSALS

MISCELLANEOUS ORDERS & DISMISSALS

Editor's Note: This volume continues the new format of reporting Administrative Law Judge orders involving non-precedent matters [Miscellaneous Orders] with the sparse case citation but without the body of the order. Substantive Miscellaneous Orders (if any) issued by the Judicial Officer will continue to be reported here in full context. The parties in the case will still be reported in Part IV (List of Decisions Reported – Alphabetical Index). Also, the full text of these cases will continue to be posted in a timely manner at <https://www.usda.gov/oha/services/decisions-and-determinations>.

PACKERS AND STOCKYARDS ACT

In re: QUINTER LIVESTOCK MARKET, LLC; and CLINT KVASNICKA.

Docket Nos. 19-J-0081; 19-J-0082.

Miscellaneous Order of the Judicial Officer.

Filed August 4, 2020.

P&S-D – Extension to file response to appeal petition.

Buren W. Kidd, Esq., for AMS.

¹

Clint Kvasnicka, *pro se* Respondent.

Initial Decision by Jill S. Clifton, Administrative Law Judge.

Order entered by Bobbie J. McCartney, Judicial Officer.

ORDER GRANTING COMPLAINANT'S REQUEST TO EXTEND THE TIME TO FILE A RESPONSE TO THE RESPONDENTS' APPEAL TO THE JUDICIAL OFFICER

On August 3, 2020, Complainant AMS, through counsel, filed a request for an Extension of Time to file its Response to Respondent's Appeal to the Judicial Officer. Simultaneously, Complainant filed the Response brief.

As Complainant detailed in its Response, there was some

¹ The Complainant is the Deputy Administrator, Fair Trade Practices Program, Agricultural Marketing Service, United States Department of Agriculture (AMS or Complainant).

Miscellaneous Orders & Dismissals
79 Agric. Dec. 572 – 576

confusion in this case as to service which adversely impacted the Complainant's filing of the Response to Respondent's Appeal to the Judicial Officer.

For good reason stated, Complainant's motion to extend the time for filing a Response to Respondents' Appeal is granted, and is extended to, and including, August 4, 2020.

**In re: HATCH AUCTION, INC., d/b/a COW HOUSE; and
RAYMOND L. HATCH.
Docket Nos. 19-J-0097; 19-J-0080.
Order of Dismissal.
Filed September 1, 2020.**

**In re: QUINTER LIVESTOCK MARKET, LLC; and CLINT
KVASNICKA.
Docket Nos. 19-J-0081; 19-J-0082.
Order Denying Petition for Reconsideration.
Filed September 30, 2020.**

P&S-D – New arguments, failure to raise – Reconsideration – Rules of Practice.

Buren W. Kidd, Esq., for AMS.
Clint Kvasnicka, *pro se* Respondent.
Initial Decision by Jill S. Clifton, Administrative Law Judge.
Order entered by Bobbie J. McCartney, Judicial Officer.

**ORDER GRANTING COMPLAINANT'S REQUEST TO EXTEND
THE TIME TO FILE A RESPONSE TO THE RESPONDENTS'
APPEAL TO THE JUDICIAL OFFICER**

This is a disciplinary proceeding under the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. §§ 181 *et seq.*) (Act); the regulations promulgated thereunder by the Secretary of Agriculture (9 C.F.R. §§ 201.1 *et seq.*) (Regulations); and the Rules of Practice Governing Formal Adjudicatory Proceedings Instituted by the Secretary Under Various Statutes (7 C.F.R. §§ 1.130 through 1.151) (Rules of Practice).

MISCELLANEOUS ORDERS & DISMISSALS

On May 7, 2019, Complainant filed a complaint against Respondents (Petitioners) alleging violations of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. §181 *et seq.*) (Act) and the Regulations. On June 3, 2019, Petitioners filed an Answer, wherein Petitioners failed to deny any of the allegations contained in the Complaint. On July 16, 2019, Complainant filed a Motion for Decision without a Hearing. Petitioners failed to file an Answer to Complainant's Motion. By Order issued April 8, 2020, Administrative Law Judge Jill Clifton granted Complainant's Motion for a Decision without a Hearing, in which Judge Clifton Ordered Petitioners to cease and desist from violating the Act and Regulations and suspending the Petitioners' registration for a period of five (5) years. On May 19, 2020, Petitioners appealed Judge Clifton's Decision and Order to the undersigned Judicial Officer.

On August 27, 2020, I affirmed Judge Clifton's Initial Decision and Order with a proviso that in the event that Respondents could demonstrate to AMS within sixty (60) days of the date of entry of the Order that they have made payment in full as to all transactions referenced therein and that they have operated their business in a manner compliant with the specific requirements of the Act since November 2018, AMS may waive such suspension in whole or in any part.

On September 15, 2020, Petitioners sent an electronic mail response to the Hearing Clerk regarding the August 27, 2020 Order, which was deemed by the Hearing Clerk to be a Petition for Reconsideration. As detailed in the Rules of Practice, "[a] petition to rehear or reargue the proceeding or to reconsider the decision of the Judicial Officer shall be filed within 10 days after the date of service of such decision upon the party filing the petition." 7 C.F.R. §§1.146(a)(3).

Here, the Decision and Order was filed on August 27, 2020, and served upon Petitioners on August 31, 2020, pursuant to the methods specified in the Rules of Practice (see Hearing Clerk's Letter of August 31, 2020). Ten days from that day made the Petition for Reconsideration due September 10, 2020; accordingly, the Petition

Miscellaneous Orders & Dismissals
79 Agric. Dec. 572 – 576

for Reconsideration was untimely filed.

Discussion

Assuming, *arguendo*, that objections to the late filing of the Petition for Reconsideration were to be waived, the Petition fails to comply with the Rules of Practice in several important respects: no new issues were raised to support reconsideration, nor did the Petition state specifically the grounds relied upon for reconsideration, as required by the Rules of Practice at 7 C.F.R. § 1.146 (a)(1); further, the Petition fails to specifically state the matters claimed to have been erroneously decided or to provide a brief statement of the alleged errors. 7 C.F.R. § 1.146 (a)(3).

Petitioners assert the same argument as they presented in their Answer and in their appeal, albeit with embellishments. In their Answer to the Complaint, Petitioners claimed a simple banking mistake, in which the bank inadvertently deposited a single check into an incorrect account. Now, the Petitioners assert that a drunk loan officer failed to set up a line of credit, which, presumably, resulted in all the violations alleged in the Complaint. In the August 27, 2020, Order affirming Judge Clifton's Initial Decision and Order, I explained that "[s]imply blaming the bank does not 'clearly admit, deny, or explain each of the allegations of the Complaint.' 7 C.F.R. § 1.136 (b)(1). In any event, assertions that the bank was at fault are insufficient to explain the evidence of record documenting the repeated instances of failure to maintain sufficient funds in the custodial account." Because the Petitioners fail to raise any new arguments and simply raise the same general arguments as they did in their appeal, which I have already considered and rejected, the Petitioners' Petition for Reconsideration would be denied on this basis alone even if it had been timely filed. Further, the Petition fails to "state specifically the matters claimed to have been erroneously decided" and failed to briefly state the alleged errors as required by the Rules of Practice governing this proceeding. 7 C.F.R. § 1.146 (a)(3).

ORDER

For all the reasons stated above, Petitioners' Petition for Reconsideration is hereby **DENIED** and the Judicial Officer's August 27,

MISCELLANEOUS ORDERS & DISMISSALS

2020 Decision and Order is hereby **AFFIRMED**.

1. Respondents Quinter Livestock Market, LLC and Clint Kvasnicka, their agents and employees, directly or through any corporate or other device, in connection with operations subject to the Packers and Stockyards Act, shall cease and desist from engaging in operations subject to the Packers and Stockyards Act without paying timely for each and every livestock transaction and purchase from sellers of livestock and shall cease and desist from issuing checks without sufficient funds to pay those checks.

2. Respondents Quinter Livestock Market, LLC and Clint Kvasnicka are suspended as registrants from all livestock operations as a market agency buying and selling consigned livestock in commerce on a commission basis and as a dealer for a period of five (5) years from the date when this Decision and Order becomes final; **EXCEPT THAT** in the event that Respondents can demonstrate to Atv1S within sixty (60) days of the date of entry of this Order that they have made payment in full as to all transactions referenced hereinabove and that they have operated their business in a manner compliant with the specific requirements of the Act since November 2018, AMS may waive such suspension in whole or in any part.

Right to Seek Judicial Review

Petitioner has the right to seek judicial review of the Order in this Decision and Order in the appropriate United States Court of Appeals in accordance with 28 U.S.C. §§ 2341-2350. Judicial review must be sought within sixty (60) days after the date of entry of the Decision and Order, as indicated in the caption above, or it will become final and unappealable by operation of law.²

Copies of this Decision and Order shall be served by the Hearing Clerk upon each party.

The Hearing Clerk will use both certified mail and regular mail for Respondents, and as a courtesy, also email copies to Complainant and to Respondent Clint Kvasnicka at the email address he used to reach the Hearing Clerk.

Default Decisions
79 Agric. Dec. 577 – 578

DEFAULT DECISIONS

Editor's Note: This volume continues the new format of reporting Administrative Law Judge orders involving non-precedent matters [Default Orders] with the sparse case citation but without the body of the order. Default Orders (if any) issued by the Judicial Officer will continue to be reported here in full context. The parties in the case will still be reported in Part IV (List of Decisions Reported – Alphabetical Index). Also, the full text of these cases will continue to be posted in a timely manner at: <https://www.usda.gov/oha/services/decisions-and-determinations>.

PACKERS AND STOCKYARDS ACT

**In re: MICHAEL J. ROGERS.
Docket No. 19-J-0097.
Default Decision and Order.
Filed July 28, 2020.**

**In re: JUSTIN HARLESS.
Docket No. 20-J-0122.
Default Decision and Order.
Filed September 1, 2020.**

**In re: BILL BARTON, d/b/a BARTON CATTLE COMPANY.
Docket No. 20-J-0138.
Default Decision and Order.
Filed October 7, 2020.**

**In re: AMY KNIGHT, d/b/a URBAN STOCKYARDS.
Docket No. 20-J-0139.
Default Decision and Order.
Filed October 15, 2020.**

**In re: MICHAEL TOM LINDSEY.
Docket No. 20-J-0126.
Default Decision and Order.
Filed November 24, 2020.**

DEFAULT DECISIONS

**In re: ZYK ENTERPRISES, INC., d/b/a S.I. BUKHARI/WAQAS
MUSLIM SLAUGHTER HOUSE; and ZEESHAN QAZI.
Docket Nos. 20-J-0156; 20-J-0157.
Default Decision and Order.
Filed December 2, 2020.**

CONSENT DECISIONS

PACKERS AND STOCKYARDS ACT

In re: MERLE OLSON & OLSON CATTLE CO.

Docket No. 20-J-0014.
Consent Decision and Order.
Filed July 14, 2020.

In re: JOHN (JOHNNY) P. HORTON.

Docket No. 20-J-0009.
Consent Decision and Order.
Filed August 10, 2020.

In re: MARK A. HOLDER.

Docket No. 20-J-0129.
Consent Decision and Order.
Filed August 20, 2020.

In re: JAMES STEVEN KEMP.

Docket No. 19-J-0061.
Consent Decision and Order.
Filed August 21, 2020.

In re: JAMES F. TOLLETT, JR., d/b/a TOLLETT FARMS.

Docket No. 20-J-0135.
Consent Decision and Order.
Filed August 28, 2020.

**In re: FREY CATTLE COMPANY, INC.; and ALAN
HALFMANN.**

Docket Nos. 20-J-0131; 20-J-0132.
Consent Decision and Order.
Filed October 14, 2020.

CONSENT DECISIONS

In re: ISAIAH MICHAEL PERRY.

Docket No. 20-J-0023.
Consent Decision and Order.
Filed October 14, 2020.

In re: MICHAEL AUSTIN HAND.

Docket No. 20-J-0041.
Consent Decision and Order.
Filed November 6, 2020.

In re: MINNIX CATTLE COMPANY, LLC; and GREGORY A. MINNIX.

Docket Nos. 20-J-0108; 20-J-0109.
Consent Decision and Order.
Filed November 10, 2020.

In re: 7 S PACKING, LLC, d/b/a TEXAS PACKING COMPANY.

Docket No. 19-J-0136.
Consent Decision and Order.
Filed November 24, 2020.

In re: JEREMY ANDERSON; HALLEL SHAMAM; and ABE'S KOSHER MEATS, LLC.

Docket Nos. 20-J-0141; 20-J-0142; 20-J-0143.
Consent Decision and Order.
Filed December 22, 2020.

In re: RODNEY RASCO.

Docket No. 20-J-0121.
Consent Decision and Order.
Filed December 23, 2020.
