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UNITED STATES DEPARTMENT OF AGRICULTURE

BEFORE THE SECRETARY OF AGRICULTURE

In re:		
KEOSAUQUA SALES COMPANY, INC.,	)	
Respondent	)	P&S Docket No. 14-0073
	)	
BILL GOEHRING,	)	
Respondent	)	P&S Docket No. 14-0074
	)	
BECKY GOEHRING,	)	
Respondent	)	P&S Docket No. 14-0075

CONSENT DECISION

This proceeding was instituted under the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. § 181 et seq.) (Act), by a Complaint filed by the Deputy Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration (GIPSA), United States Department of Agriculture, alleging that Respondents Keosauqua Sales Company, Inc., Bill Goehring and Becky Goehring willfully violated the Act and section 201.42 of the regulations promulgated thereunder by the Secretary of Agriculture (9 C.F.R. § 201.42). This Consent Decision is entered pursuant to the consent decision provision of the Rules of Practice Governing Formal Adjudicatory Proceedings Instituted by the Secretary Under Various Statutes (7 C.F.R. § 1.138).

Respondents Keosauqua Sales Company, Inc., Bill Goehring and Becky Goehring admit the jurisdictional allegations in paragraph I of the Complaint and specifically admit that the Secretary has jurisdiction in this matter, neither admit nor deny the remaining allegations, waive oral hearing and further procedure, and consent and agree, for the purpose of settling this proceeding and for such purpose only, to the entry of this Consent Decision.

Complainant agrees to the entry of this Consent Decision.

Findings of Fact

1. Respondent Keosauqua Sales Company, Inc. is a corporation organized and existing under the law of the State of Iowa. Its physical address is 20555 Hwy 1, Keosauqua, Iowa 52565. The corporation's registered agent for service of process is Bill Goehring, Hwy 1 N, Box 534, Keosauqua, Iowa 52565.
2. Respondent Bill Goehring is an individual whose home address is in the State of Iowa. His address is on file with the Hearing Clerk.
3. Respondent Becky Goehring is an individual whose home address is in the State of Iowa. Her address is on file with the Hearing Clerk.
4. Respondent Keosauqua Sales Company, Inc., under the direction, management and control of Respondents Bill Goehring and Becky Goehring, at all times material to the Complaint, was:

   (a) engaged in the business of a livestock dealer buying and selling livestock in commerce and as a market agency buying and selling livestock in commerce on a commission basis; and

   (b) registered with the Secretary of Agriculture to buy and sell livestock in commerce and as a market agency to buy and sell livestock in commerce on a commission basis.
5. Respondent Bill Goehring at all times material herein was:

   (a) President of Respondent Keosauqua Sales Company, Inc.;

   (b) Owner of 50% of the stock issued by Respondent Keosauqua Sales Company, Inc.; and

(c) Responsible, along with Respondent Becky Goehring, for the direction, management, and control of Respondent Keosauqua Sales Company, Inc.

6. Respondent Becky Goehring at all times material herein was:

(a) Secretary of Respondent Keosauqua Sales Company, Inc.;

(b) Owner of 50% of the stock issued by Respondent Keosauqua Sales Company, Inc.; and

(c) Responsible, along with Respondent Bill Goehring, for the direction, management, and control of Respondent Keosauqua Sales Company, Inc.

Conclusion

Respondents Keosauqua Sales Company, Inc., Bill Goehring and Becky Goehring having admitted the jurisdictional facts and the parties having agreed to the entry of this Consent Decision, the Consent Decision will be entered.

Order

Respondents, their agents and employees, directly or through any corporate or other device, in connection with their operations subject to the Act, shall cease and desist from:

1. Failing to deposit in Keosauqua Sales Company, Inc.'s custodial account for shippers proceeds, within the time prescribed in section 201.42 of the regulations (9 C.F.R. 201.42), an amount equal to the proceeds receivable from the sale of consigned livestock;

2. Failing to timely reimburse Keosauqua Sales Company, Inc's custodial account for shippers proceeds for the Respondents' purchases within the time prescribed in section 201.42 of the regulation (9 C.F.R. 201.42); and
3. Failing to maintain Keosauqua Sales Company, Inc.'s custodial account for shippers proceeds in strict conformity with section 201.42 of the regulations (9 C.F.R. 201.42).

Respondents are suspended for a period of fourteen (14) days. However, said suspension shall be held in abeyance for one year provided that:

1. Respondents do not fail to deposit in Keosauqua Sales Company, Inc.'s custodial account for shippers proceeds, within the time prescribed in section 201.42 of the regulations (9 C.F.R. 201.42), an amount equal to the proceeds receivable from the sale of consigned livestock;
2. Respondents do not fail to timely reimburse Keosauqua Sales Company, Inc's custodial account for shippers proceeds for the Respondents' purchases within the time prescribed in section 201.42 of the regulation (9 C.F.R. 201.42); and
3. Respondents do not fail to maintain Keosauqua Sales Company, Inc.'s custodial account for shippers in strict conformity with section 201.42 of the regulations (9 C.F.R 201.42).

At the end of the one-year period, if Respondents have abided by the terms of this Consent Decision, the suspension shall be extinguished.

However, any failure by Respondents to maintain Keosauqua Sales Company, Inc.'s custodial account for shippers' proceeds in compliance with the terms of this Consent Decision shall constitute a breach of said terms. Complainant will give Respondents one opportunity to

cure a breach by sending Respondents, by certified mail, a notice that Respondents must cure this breach within 14 calendar days from the date that Respondents receive the certified notice. No failure of Respondents to personally receive, sign for, or otherwise accept the certified mail notice will delay the tolling of the 14-day calendar cure period. If Respondents fail to cure the breach, or if they cure the breach once but again fail to maintain Keosauqua Sales Company, Inc.'s custodial account for shippers proceeds in strict conformity with the requirements of section 201.42 of the regulations (9 C.F.R. 201.42), no additional opportunity to cure will be given and the suspension will become effective 6 days after Respondents' receive notice from Complainant that they have failed to abide by this Consent Decision. Should these circumstances occur, Respondents explicitly waive all further proceedings or hearings in connection with this matter.

In addition to the suspension, in accordance with section 312(b) of the Act (7 U.S.C. § 213(b)), Respondents , jointly and severally, are assessed a civil penalty in the amount of Five Thousand Five Hundred Dollars ($5,500.00) to be paid concurrently with entry of this Consent Decision.

This Order shall have the same force and effect as if entered after full hearing. The provisions of this Order shall become effective on the sixth day after service of this Consent Decision and Order on Respondents Keosauqua Sales Company, Inc., Bill Goehring and Becky Goehring.

Copies of this Consent Decision and Order shall be served upon the parties.

Keosauqua Sales Company, Inc.

By: Bill Goehring, president

[redacted]

Bill Goehring

[redacted]

Becky Goehring

[redacted]

Ernest H. VanHooser
Attorney for Respondents

[redacted]

Ciarra A. Toomey
Attorney for Complainant

Done at Washington, D.C.

this 12 day of Aug, 2014

[redacted]

Administrative Law Judge
Jill S. Clifton