UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

REC'D - USDA/OALJ/HCO
2025 JUNE 26 11:35 AM

In re:	
Kolb's Dairy Sales, LLC.	P&S Docket No. 25-J-0012
and	
Matthew Kolb,	P&S Docket No. 25-J-0013
Respondents	**Consent Decision and Order**

1. 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, Fair Trade Practices Program, Agricultural Marketing Service (AMS), United States Department of Agriculture, alleging that the Respondent willfully violated the Act and the regulations promulgated thereunder (9 C.F.R. § 201.1 et seq.).

2. The Complaint was served upon Respondents, and Respondents filed an Answer to the Complaint. Respondents admit that the Secretary has jurisdiction in this matter. The parties now consent and agree, for the purpose of settling this matter, to the entry of this Consent Decision and Order, pursuant to section 1.138 of the Rules of Practice (7 C.F.R. § 1.138). The parties agree to the issuance of the following Consent Decision and Order without further proceeding or hearing. Respondents waive any and all rights or defenses the Respondents have or might have for the matter to be adjudicated in a federal district court in the first instance, including any associated right to a jury trial. Respondents specifically waive the right to any further process or procedure in this proceeding. Respondents further waive all rights to seek judicial review and otherwise challenge or contest the validity of this decision, including waiving

challenges to the Administrative Law Judge's authority to enter this Decision and Order under the Administrative Procedure Act and the Constitution of the United States, and waive any action against the United States Department of Agriculture under the Equal Access to Justice Act of 1980 (5 U.S.C. § 504 *et seq*.) for fees and other expenses incurred by Respondents in connection with this proceeding or any action against any USDA employee in their individual capacity.

3. Respondent Kolb's Dairy Sales, LLC ("Kolb's Dairy") is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania whose business mailing address is a home address located in the Commonwealth of Pennsylvania.

4. Respondent Kolb's Dairy is, and at all times material herein was:

   a. Engaged in the business of, and operating as, a dealer subject to the provisions of the Act; and

   b. Registered with the Secretary of Agriculture as a dealer to buy and sell livestock for his own account in commerce.

5. Respondent Matthew Kolb ("Kolb") is an individual whose mailing address is a home address located in the Commonwealth of Pennsylvania.

6. Respondent Kolb is, and at all times material herein was:

   a. The owner of Kolb's Dairy;

   b. Engaged in the business of, and operating as, a dealer subject to the provisions of the Act; and

   c. Registered with the Secretary of Agriculture as a dealer to buy and sell livestock in commerce.

7. The Complaint alleges failure by Respondents to make timely payment for certain dairy cows sold at auction by New Holland Sales Stables, Inc. ("New Holland Sales").

8. On May 14 , 2025, Kolb's Dairy commenced a civil suit against New Holland Sales in the Court of Common Pleas of Lancaster County, Pennsylvania ("State Court") at no. CI-25-03660 ("State Court Action").

9. Kolb's Dairy alleges in the State Court Action, *inter alia*, that cows sold by New Holland Sales were diseased such that they prematurely died after sale or were otherwise unmerchantable or unfit to be resold for dairy as had been their intended use.

10. Kolb's Dairy seeks various kinds of relief in the State Court Action, including without limitation a declaration that Kolb's does not owe any net sum to New Holland Sales by reason of the sales of the cows that are the subject of the present action (as more fully stated in the Complaint D-25-J-0012, D-25-J-0013), while further seeking monetary relief and/or rescission of the agreements of sale.

11. The parties hereto have discussed this matter and agree that resolution of the State Court Action will likely be dispositive of the material questions at issue in this action.

12. In order to avoid the expenditure of time and money required to litigate largely duplicative actions in two different forums, the parties have agreed to request that the present action (D-25-J-0012, D-25-J-0013) be held in abeyance for a period of one year to allow the State Court Action to progress.

CONCLUSIONS OF LAW

Respondents having admitted the jurisdictional facts and the parties having agreed to the entry of this decision, such decision will be entered.

ORDER

The present action (D-25-J-0012, D-25-J-0013) is held in abeyance for a period of one year to allow the State Court Action to progress.

1) If the State Court Action is adjudicated by final unappealable decision in Respondents' favor such that no net monies (by reason of the sales of the cows that are the subject of the present action [as more fully stated in Complaint D-25-J-0012, D-25-J-0013]) are owed by Respondents to New Holland Sales, the parties agree that the present action will be voluntarily dismissed and permanently closed.

2) If the State Court rules by final unappealable decision that net monies by reason of the sales of the cows that are the subject of the present action [D-25-J-0012, D-25-J-0013]) *are* owed by Respondents to New Holland Sales, then Respondents agree that they, any agents and assigns acting as Respondents or in Respondents' capacity, directly or through any corporate or other device, in connection with operations subject to the Act, shall cease and desist from:

a) Failing to pay, when due, the full purchase price of livestock; and

b) Issuing checks to livestock sellers without having sufficient funds in the bank upon which they were drawn to pay such checks when presented.

3) Further, if the State Court rules by final unappealable decision that net monies by reason of the sales of the cows that are the subject of the present action [D-25-J-0012, D-25-J-0013]) *are* owed by Respondents to New Holland Sales, Respondents agree that in accordance with section 312 of the Act (7 U.S.C. § 213), it will pay a $4,000.00 civil penalty within thirty days after the date of the final, unappealable decision, with such payment to be made by certified check or money order to the Treasurer of the United States and sent to USDA, AMS, General, PO Box 790257, St. Louis Missouri 63179-0257.

4) As part of this agreement, Respondents agree that if the State Court rules that net monies as stated in paragraphs 2 and 3 above *are* owed by Respondents and they are required to pay the civil penalty stated in paragraph 3, Respondents' (the named Respondents, Kolb's Dairy

Sales, LLC and Matthew Kolb) Packers and Stockyards registration will be suspended until the amount owed to New Holland Sales is paid in full.

Kolb's Dairy through counsel advises that in Pennsylvania's Unified Judicial System civil suits often take more than one year to come to trial.

If the State Court Action is not adjudicated within one year, provided Kolb's Dairy has made reasonable efforts to advance the State Court Action, the parties agree jointly to request that the instant action be held in further abeyance for an additional six months, and following that, the parties will submit motions (separately or jointly) regarding their position(s) regarding any additional stays of this administrative proceeding.

/s/ Aaron D. Martin, Pa. Atty. I.D. 76441, 06/25/2025

Aaron Martin
Attorney for Respondent

MICHELLE MCMURTRAY
Digitally signed by MICHELLE MCMURTRAY
Date: 2025.06.24 16:19:17 -04'00'

Michelle McMurtray
Attorney for Complainant

CHRISTOPHER YOUNG
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Date: 2025.06.24 16:16:00 -04'00'

Christopher Young
Attorney for Complainant

Done at Washington, D.C.

June 26, 2026

Tierney Carlos

Tierney Carlos
Administrative Law Judge