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UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

In re: Josiah J. Wingard d/b/a JJW Livestock LLC Respondent.	P&S Docket No. 25-J-0008

Appearance:

Todd J. Lewellen, Esq., Office of the General Counsel, United States Department of Agriculture, Washington, D.C., for the Complainant, the Deputy Administrator, Fair Trade Practices Program, Agricultural Marketing Service

DECISION AND ORDER
WITHOUT HEARING BY REASON OF DEFAULT

This is a proceeding under the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. §§ 181 et seq.) ("P&S" or "Act"); the regulations promulgated thereunder (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 Complainant, the Deputy Administrator, Fair Trade Practices Program, Agricultural Marketing Service ("AMS"), United States Department of Agriculture ("USDA") initiated this proceeding by filing a Complaint against Respondent, Josiah J. Wingard doing business as JJW Livestock LLC, on October 8, 2024.

The Complaint alleges that Respondent willfully violated sections 312(a), 401, and 409 of the Act (7 U.S.C. §§ 204, 213(a), 221, and 228b); and sections 201.29, 201.30, and 201.43 of the Regulations (9 C.F.R. §§ 201.29, 201.30, and 201.43) as follows:

1) that Respondent failed to keep and maintain records that fully and correctly disclose all the transactions involved in his business as a dealer, as required by the Act (Complaint at 2-3, para. 5);
2) that during the period from February 16, 2022, through March 9, 2022, Respondent purchased a total of 150 head of livestock in five transactions involving Shipshewana Auction, Inc. and United Producers Incorporated for a total purchase price of $38,347.75 and that, in each of these transactions, Respondent engaged in the business of a dealer buying and selling livestock in commerce without maintaining an adequate bond or bond equivalent (*id.* at 3, para. 6);
3) that during the period from September 3, 2021, through October 5, 2021, in two transactions involving Joseph Hubbard and Topeka Livestock Auction, Respondent purchased a total of 362 head of livestock for a total purchase price of $47,824.08 but failed to pay the full purchase price of the livestock (*id.,* para. 7);
4) that during the period from April 6, 2021, through October 20, 2021, in 12 transactions involving three livestock sellers, Topeka Livestock Auction, Shipshewana Auction, Inc., and Rochester Sale Barn, Respondent purchased a total of 940 head of livestock for a total purchase price of $176,300.04 but failed to pay, when due, the full purchase price of the livestock (*id.,* para. 8); and
5) that Respondent issued checks in payment for livestock purchases which checks were returned unpaid by the bank upon which they were drawn because Respondent 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 they were presented for payment (*id.* at 4*,* para. 9).

The Complaint, at 5, requested

> That an order be issued requiring Respondent to cease and desist from the violations of the Act and the regulations found to exist; suspending Respondent as a registrant under the Act for a specified period; prohibiting Respondent, for a specified period, from engaging in business in any capacity for which bonding is required under the Act; and for such other and further relief as warranted under the Act and the surrounding circumstances.

After the Hearing Clerk's Office attempted to serve the Complaint via certified mail on several occasions, with each attempt unsuccessful, on July 3, 2025, Resident Agent Jonathan Fawbush of Complainant's Packers and Stockyards Division travelled to Respondent's address [1] and personally served Respondent with copies of (1) the Complaint, (2) the Rules of Practice, and (3) the Hearing Clerk's Letter in this matter dated October 23, 2024. A copy of the Hearing Clerk's Letter as well as a Memorandum to File and Certificate of Service prepared by Mr. Fawbush to document service on Respondent were attached as exhibits to Complainant's Motion for Default. The undersigned has reviewed these documents and finds that they establish that Respondent was personally served with the Complaint on July 3, 2025. Respondent is therefore deemed to have received the Complaint on that date, *see* 7 C.F.R. § 1.147(c)(3)(ii), and was required to file an answer with the Hearing Clerk by July 23, 2025, *see* 7 C.F.R. 1.136(a). However, Respondent has failed to file an answer.

Respondent's failure to file an answer in this proceeding constitutes a waiver of hearing and an admission of the allegations in the Complaint. Under the Rules of Practice, "[t]he failure to file an answer … shall constitute a waiver of hearing," 7 C.F.R. § 1.139, and "shall be deemed, for purposes of the proceeding, an admission of the allegations in the Complaint …

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[1] Respondent's address will not be stated in this decision to protect Respondent's privacy but was provided by Complainant at the time the complaint was filed with the Hearing Clerk, United

States Department of Agriculture,

unless the parties have agreed to a consent decision."[2] *Id.* § 1.136(c). Under these circumstances, furthermore, the undersigned is authorized to "issue a decision without further procedure or hearing." *Id.* § 1.139.

Complainant filed a Motion for A Decision Without Hearing By Reason of Default ("Motion for Default") and [Proposed] Decision and Order Without Hearing by Reason of Default ("Proposed Decision") on December 2, 2025.[3] Respondent has neither filed an answer nor filed a response to Complainant's Motion for Default and Proposed Decision.

Respondent's violations of the Act and regulations warrant Complainant's requested relief.

Complainant's Motion for Default requests that an order be issued (1) requiring Respondent to cease and desist from (a) failing to keep and maintain records required by the Act; (b) operating as a dealer buying and selling livestock in commerce without maintaining an adequate bond or bond equivalent; (c) failing to pay the full purchase price of livestock; (d) failing to pay, when due, the full purchase price of livestock; and (e) issuing insufficient funds checks in payment for livestock; (2) suspending Respondent as a registrant under the Act until Respondent demonstrates to the Packers and Stockyards Division that Respondent has obtained the required bond and paid the unpaid livestock sellers listed in paragraph 7 of the Complaint;

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[2] The parties in this case have not agreed to a consent decision.

[3] United States Postal Service records reflect the Motion for Default and Proposed Decision were sent to Respondent via certified mail and returned to the Hearing Clerk's Office as "Refused." In accordance with the Rules of Practice, the Hearing Clerk re-mailed (*see* 7 C.F.R. § 1.132) the package to the same address by ordinary mail on July 14, 2026. 7 C.F.R. § 1.147(c)(1). Respondent had 20 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 workday. 7 C.F.R. § 1.147(h). In this case, Respondent's response was due on or before August 3, 2026. Respondent has not filed a response.

and (3) prohibiting Respondent from engaging in any operations subject to the Act while Respondent's registration is suspended.

The sanctions Complainant seeks are authorized by the Act. *See* 7 U.S.C. §§ 203 (prohibiting a dealer or market agency from operating subject to the Act unless it has registered with the Secretary), 204 (authorizing the Secretary to suspend registrants if they are insolvent or have violated the Act), 213(b) (authorizing cease and desist orders).

The sanctions Complainant seeks are also warranted under the facts and circumstances of this case. The Secretary of Agriculture's policy in disciplinary proceedings is to impose sanctions based on the specific circumstances of each case. *See Middlebury Packing Co., Inc.*, 53 Agric. Dec. 649, 652 (U.S.D.A. 1993). This policy is intended to deter the violator and other members of the industry from committing the same or similar violations of the Act in the future. *Id.* As the Judicial Officer explained in *S.S. Farms Linn County, Inc.*:

> the sanction in each case will be determined by examining the nature of the violations in relation to the remedial purposes of the regulatory statute involved, along with all relevant circumstances, always giving appropriate weight to the recommendations of the administrative officials charged with the responsibility for achieving the congressional purpose.

50 Agric. Dec. 476, 497 (U.S.D.A. 1991) (Decision to James Joseph Hickey & Shannon Hansen), *aff'd*, 991 F.2d 803, 1993 WL 128889 (9th Cir. 1993) (not to be cited as precedent under 9th Circuit Rule 36-3).

Complainant's Motion for Default shows that it has adequately considered these factors in formulating the recommended sanctions in this case. Respondent's failure to maintain a bond is a serious violation of the Act and the regulations. "The purpose of the bond requirement . . . in the Packers and Stockyards Act . . . was to safeguard farmers and ranchers who produce cattle against the losses they would suffer if they sold their livestock to insolvent or defaulting

purchasers." *Travelers Indemnity Co. v. Manley Cattle Co.*, 553 F.2d 943, 945 (5th Cir. 1977). "By building confidence in the financial stability of dealers, the Act intended to stabilize and encourage the production of beef and other livestock." *Id.* "Thus, such bonding provisions are considered vital to the effective enforcement of the Act and for the protection of livestock producers." *Bruce D. Camenzind*, No. D-22-J-0024, 2022 WL 10772890, at *6 (U.S.D.A. Oct. 5, 2022) (stating that "[i]t is well-settled that operating without a bond is a serious violation"). In this case, Respondent's violation of the bond requirement undermines this important protection. As the Complaint alleges, at 3, para. 6, Respondent conducted multiple transactions involving significant sums without maintaining the required bond.

Respondent's failure to pay timely for livestock is also a serious violation of the Act. The prompt payment provisions of the Act recognize that "[t]imely payment in a livestock purchase prevents the seller from being forced, in effect, to finance the transaction." *Van Wyk v. Bergland*, 5720, F.2d 701, 704 (8th Cir. 1978). "By insuring that the seller will receive the fair market value of his livestock, undiminished by the cost of financing the sale, the requirement that a purchaser make timely payment fulfills the purpose of the Act." *Id.* Respondent's issuance of insufficient funds checks is also significant. "The issuance of insufficient funds drafts and checks . . . are serious violations of the Act because there is a forced extension of credit placed upon sellers, which often forces financially vulnerable sellers out of the industry and may, thereby, decrease competition." *Camenzind*, 2022 WL 10772890, at *6.

Furthermore, the record shows that this is not the first time that Respondent has violated the Act and regulations. As the Complaint alleges, on November 27, 2020, the Packers and Stockyards Division sent Respondent a Notice of Violation (NOV) informing him that he had (1) failed to keep and maintain records that fully and correctly disclose all his transactions as a

market agency and dealer, (2) failed to make prompt payment for certain livestock purchases in October and November 2020, and (3) issued checks without sufficient funds available in the account on which the checks were drawn to pay the checks when they were presented for payment. Complaint at 2, para. 3. The NOV further informed Respondent that these practices violated the Act and regulations and that a failure to correct his business practices and bring them into statutory and regulatory compliance could subject to disciplinary action. *Id.*

And on November 15, 2021, the Packers and Stockyards Division sent Respondent a letter informing him that the bond maintained in connection with his registration would be terminated on December 17, 2021. *Id.*, para. 4. The letter also informed Respondent that he needed to secure a new bond or bond equivalent or discontinue all livestock operations for which bonding is required under the Act. *Id.* The letter further informed Respondent that operating as a livestock dealer without a bond is a violation of the Act and regulations. *Id.* These prior warnings have been insufficient to persuade Respondent to correct his business practices, however, and he has continued to violate the Act and regulations.

Having considered the serious and repeated nature of Respondent's violations, I find that the requested sanctions are reasonable and appropriate. As Respondent has failed to file an answer to the Complaint, and upon Complainant's Motion for Default, this Decision and Order without Hearing by Reason of Default is issued without further procedure or hearing pursuant to sections 1.136(c) and 1.139 of the Rules of Practice. 7 C.F.R. §§ 1.136(c), 1.139.

Findings of Fact

1. Josiah J. Wingard, doing business as JJW Livestock LLC (Respondent), is an individual whose current address is in the State of Indiana. His address will not be stated in this

Complaint to protect Respondent's privacy but will be provided to the Hearing Clerk, United States Department of Agriculture, for the purpose of service of this Complaint.

2. Respondent is, and at all times material herein was:
    a. Engaged in the business of a dealer buying and selling livestock in commerce for his own account and for the accounts of others;
    b. Engaged in the business of a market agency buying livestock in commerce on a commission basis; and
    c. Registered with the Secretary of Agriculture as a dealer to buy and sell livestock in commerce and as a market agency to buy livestock in commerce on a commission basis.
3. On November 27, 2020, the Packers and Stockyards Division sent Respondent a Notice of Violation (NOV) informing him that he had (1) failed to keep and maintain records that fully and correctly disclose all his transactions as a market agency and a dealer, (2) failed to make prompt payment for certain livestock purchases in October and November 2020, and (3) issued checks without sufficient funds available in the account on which the checks were drawn to pay the checks when presented for payment. The NOV further informed Respondent that these practices violated the Act and regulations and that failure to correct his business practices and bring them into statutory and regulatory compliance could subject him to disciplinary action. Notwithstanding the NOV, Respondent continued to violate the Act and regulations.
4. On November 15, 2021, the Packers and Stockyards Division sent Respondent a letter informing him that the bond maintained in connection with his registration would be terminated on December 17, 2021. The letter also informed Respondent that he needed to secure a new bond or bond equivalent or discontinue all livestock operations for which

bonding is required under the Act. The letter further informed Respondent that continuing livestock operations in commerce without filing an adequate bond or bond equivalent is a violation of the Act and regulations. Notwithstanding the letter, Respondent continued to operate as a dealer and a market agency after his bond was terminated.

5. Respondent, in connection with his operations subject to the Act, failed to keep and maintain records that fully and correctly disclose all the transactions involved in his business as a dealer and market agency. Specifically, Respondent failed to keep and maintain records documenting all his purchases and sales of livestock, including purchase and sale invoices, bank statements, receipts, and check images.
6. During the period from February 16, 2022, through March 9, 2022, Respondent purchased a total of 150 head of livestock in five transactions involving Shipshewana Auction, Inc. and United Producers Incorporated for a total purchase price of $38,347.75. In each of these transactions, Respondent engaged in the business of a dealer buying and selling livestock in commerce without maintaining an adequate bond or bond equivalent.
7. During the period from September 3, 2021, through October 5, 2021, in two transactions involving Joseph Hubbard and Topeka Livestock Auction, Respondent purchased a total of 362 head of livestock for a total purchase price of $47,824.08 but failed to pay the full purchase price of the livestock.
8. In addition to the transactions listed in paragraph 7, during the period from April 6, 2021, through October 20, 2021, in 12 transactions involving three livestock sellers, Topeka Livestock Auction, Shipshewana Auction, Inc., and Rochester Sale Barn, Respondent purchased a total of 940 head of livestock for a total purchase price of $176,300.04 but failed

to pay, when due, the full purchase price of the livestock. For the transactions in which final payment information could be verified, payment was between six and 21 days late.

9. During the period from April 6, 2021, through October 20, 2021, in the same 14 transactions involving the four livestock sellers referenced in paragraphs 7 and 8, Topeka Livestock Auction, Shipshewana Auction, Inc., Rochester Sale Barn, and Joseph Hubbard, Respondent issued checks in payment for livestock purchases which checks were returned unpaid by the bank upon which they were drawn because Respondent 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.

Conclusions of Law

1. The Secretary of Agriculture has jurisdiction in this matter.
2. Respondent has willfully violated sections 312(a), 401, and 409 of the Act (7 U.S.C. §§ 204, 213(a), 221, and 228b); and sections 201.29, 201.30, and 201.43 of the regulations (9 C.F.R. §§ 201.29, 201.30, and 201.43), by failing to keep and maintain adequate records, by operating as a livestock dealer without a bond, and by failing to pay timely for livestock.

Order

1. Complainant's Motion for Decision by Reason of Default is GRANTED.
2. Respondent and Respondent's agents, employees, successors, and assigns, directly or indirectly through any corporate or other device, in connection with Respondent's activities subject to the Packers and Stockyards Act, shall cease and desist from (a) failing to keep and maintain records required by the Act; (b) operating as a dealer buying and selling livestock in commerce without maintaining an adequate bond or bond equivalent; (c) failing to pay the

full purchase price of livestock; (d) failing to pay, when due, the full purchase price of livestock; and (e) issuing insufficient funds checks in payment for livestock.

3. Respondent's registration is suspended until Respondent demonstrates to the Packers and Stockyards Division that Respondent has obtained the required bond and paid the unpaid livestock sellers listed in paragraph 7 of the Complaint.
4. Respondent is prohibited from engaging in any operation subject to the Act while its registration is suspended.

This Decision and Order without Hearing by Reason of Default shall be final and effective without further proceedings 35 days after service, unless an appeal to the Judicial Officer is filed with the Hearing Clerk within 30 days after service as provided in sections 1.139 and 1.145 of the Rules of Practice. 7 C.F.R. §§ 1.139, 1.145.

Copies of this Decision and Order shall be served upon the parties and counsel by the Hearing Clerk.

Done at Washington, D.C., this 11th day of August 2026

Tierney Carlos

Tierney Carlos
Administrative Law Judge

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