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UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

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In re:)	P & S Docket No. D-12-	0203
)		
Richard Hunter)		
d.b.a.)		
H & H Farms,)		
)		
Respondent)	Complaint	

There is reason to believe that the Respondent named herein has willfully violated provisions of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. § 181 *et seq.*), herein referred to as the Act, and, therefore, this Complaint is issued alleging the following:

I.

- (a) Richard Hunter d.b.a. H & H Farms, herein referred to as Respondent, is an individual. Respondent's business mailing address is his home address. In order to protect the personal privacy of the Respondent, Complainant is not providing Mr. Hunter's address in this Complaint, but Complainant has provided the address to the Hearing Clerk so that service can be effected.
- (b) Respondent, at all times material herein, was:
 - (1) Engaged in business as a dealer, buying and selling livestock in commerce for his own account; and
 - (2) Registered with the Secretary of Agriculture as a dealer to buy and sell livestock in commerce for his own account.

II

On October 14, 2008, the Eastern Regional Office (ERO) of the Packers and Stockyards Program sent a Notice of Default (NOD) to Respondent via certified mail, advising Respondent to comply with the payment practice provisions of the Act.¹ Specifically, the NOD advised Respondent to take immediate steps to correct the alleged violations and bring its operation into compliance with the Act. In August 2009, a follow-up ERO investigation disclosed, and Respondent admitted, that he was paying 1 to 41 days late for livestock purchases during the period of June 1, 2009 through July 31, 2009. As a result of these alleged violations, Respondent entered into a Civil Penalty Stipulation Agreement with the Grain Inspection Packers and Stockyards Administration of the U.S. Department of Agriculture on February 3, 2010; Respondent paid a civil penalty in the amount of \$3,400.00. Notwithstanding this stipulation agreement, Respondent continued to fail to pay, when due, for livestock purchases as set forth in Appendix A.

III

By reason of the facts alleged in paragraph II, Respondent has willfully violated sections 312(a) and 409 of the Act (7 U.S.C. §§ 213(a) and § 228b).

WHEREFORE, it is hereby ordered that this Complaint shall be served upon Respondent for the purpose of determining whether the Respondent has willfully violated the Act. Respondent shall have twenty (20) days after receipt of this complaint in which

¹ The delivery receipt from the U. S. Postal Service shows that Barry Woods signed for the NOD on October 17, 2008.

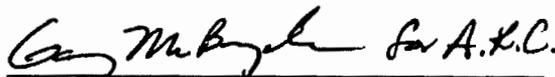
to file an answer with the Hearing Clerk, United States Department of Agriculture, Washington, D.C. 20250, in accordance with the Rules of Practice governing proceedings under the Act (7 C.F.R. § 1.130 *et seq.*). Allegations not answered shall be deemed admitted for the purpose of this proceeding. Failure to file an answer shall constitute an admission of all the material allegations of this Complaint.

The Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration (GIPSA), requests:

1. That unless Respondent fails to file an answer within the time allowed, or files an answer admitting all the material allegations of this Complaint, this proceeding be set for oral hearing in accord with the Rules of Practice governing proceedings under the Act; and

2. That such order or orders be issued, including an order requiring Respondent to cease and desist from violating the Act with respect to the matters alleged herein, and assessing such penalties as are authorized by the Act and warranted under the circumstances.

Done at Washington, D.C.
this 25 day of January, 2012

 for A.R.C.

Alan R. Christian
Deputy Administrator
Packers and Stockyards Program

Brian Sylvester
Attorney for Complainant
U.S. Department of Agriculture
Office of the General Counsel
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Appendix A

Schedule of Failure to Pay for Livestock

H&H Farms																	
Purchase Date	Buyer's Name	Parishes Type	Number of Head	Ferristock Amount	Net Losses	Credit Agreement	Exp. Date	Payment Received	Form of Payment	Check Number	Payment Amount	Date Instrument Received	Date of Bar Received	Date of Bar Cleared	Instrument Date	Instrument Cleared	Remarks
5/10/2010	H&H Farms	Live	154	\$35,882.86	\$35,882.86	No	5/10/2010	5/17/2010	Check	14401	\$35,882.86	NA	6	5/19/2010	8		
5/17/2010	H&H Farms	Live	217	\$130,987.85	\$130,987.85	No	5/17/2010	5/24/2010	Check	14435	\$130,987.85	NA	6	5/25/2010	8		
5/24/2010	H&H Farms	Live	81	\$42,648.42	\$42,648.42	No	5/24/2010	5/31/2010	Check	14449	\$42,648.42	NA	6	6/2/2010	8		
5/31/2010	H&H Farms	Live	29	\$13,631.79	\$13,631.79	No	6/1/2010	6/7/2010	Check	14463	\$13,631.79	NA	6	6/8/2010	7		
6/7/2010	H&H Farms	Live	89	\$37,338.91	\$37,338.91	No	6/8/2010	6/14/2010	Check	14482	\$37,338.91	NA	(6)	6	6/15/2010	7	Per buyer's invoice and bank statement, check back dated prior to actual sale date
6/14/2010	H&H Farms	Live	120	\$56,923.42	\$56,923.42	No	6/15/2010	6/21/2010	Check	14497	\$56,923.42	NA	(6)	6	6/23/2010	8	Per buyer's invoice and bank statement, check back dated prior to actual sale date
7/5/2010	H&H Farms	Live	174	\$89,394.15	\$89,394.15	No	7/6/2010	7/12/2010	Check	14548	\$89,394.15	NA	1	6	7/13/2010	7	
7/12/2010	H&H Farms	Live	187	\$93,754.60	\$93,754.60	No	7/13/2010	7/19/2010	Check	14571	\$93,754.60	NA	2	6	7/21/2010	8	
7/19/2010	H&H Farms	Live	150	\$72,679.38	\$72,679.38	No	7/20/2010	7/26/2010	Check	14596	\$72,679.38	NA	2	6	7/27/2010	7	
7/26/2010	H&H Farms	Live	80	\$33,832.17	\$33,832.17	No	7/27/2010	8/2/2010	Check	14619	\$33,832.17	NA	1	6	8/3/2010	7	
8/2/2010	H&H Farms	Live	47	\$17,536.19	\$17,536.19	No	8/3/2010	8/9/2010	Check	14638	\$17,536.19	NA	1	6	8/10/2010	7	
8/9/2010	H&H Farms	Live	108	\$44,045.65	\$44,045.65	No	8/10/2010	8/16/2010	Check	14660	\$44,045.65	NA	1	6	8/17/2010	7	
8/16/2010	H&H Farms	Live	29	\$12,839.03	\$12,839.03	No	8/16/2010	8/23/2010	Check	14687	\$12,839.03	NA	4	7	8/25/2010	9	
8/16/2010	H&H Farms	Live	83	\$19,233.66	\$19,233.66	No	8/17/2010	8/23/2010	Check	14675	\$19,233.66	NA	(3)	6	8/24/2010	7	Per buyer's invoice and bank statement, check back dated prior to actual sale date
8/23/2010	H&H Farms	Live	291	\$164,281.38	\$164,281.38	No	8/24/2010	8/30/2010	Check	14705	\$164,281.38	NA	0	6	8/31/2010	7	
8/30/2010	H&H Farms	Live	156	\$73,690.89	\$73,690.89	No	8/31/2010	9/6/2010	Check	14727	\$73,690.89	NA	0	6	9/8/2010	8	
9/6/2010	H&H Farms	Live	21	\$10,287.69	\$10,287.69	No	9/7/2010	9/13/2010	Check	14746	\$10,287.69	NA	1	6	9/14/2010	7	