

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service (“APHIS”), and Deloris and Dick Richards, with reference to the following facts:

1. At all times mentioned herein, Deloris and Dick Richards operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 2336 250th Street, Marshall, MN 56258.

2. APHIS has documented evidence of Deloris and Dick Richards’ non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Deloris and Dick Richards’ failure to provide adequate veterinary care and to maintain housing facilities and primary enclosures as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1, 3.3-3.4, 3.6, 3.10-3.12).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Deloris and Dick Richards have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Deloris and Dick Richards admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.

6. Deloris and Dick Richards consent and agree to the following:

a. Deloris and Dick Richards agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises,

regardless of ownership, within twelve (12) weeks from the date Deloris and Dick Richards sign this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Deloris and Dick Richards hold at the time Deloris and Dick Richards sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Deloris and Dick Richards to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where Deloris and Dick Richards allow them to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Deloris and Dick Richards' facility to determine their existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Deloris and Dick Richards' facility within twelve (12) weeks from the date Deloris and Dick Richards sign this Settlement Agreement to verify compliance with paragraph (a) above. Deloris and Dick Richards shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventories. Deloris and Dick Richards shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Deloris and Dick Richards sign this Settlement Agreement.

e. As of the date Deloris and Dick Richards sign this Settlement Agreement, AWA license 41-A-0016 is hereby revoked.

f. Deloris and Dick Richards and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 2336 250th Street, Marshall, MN 56258.

7. Deloris and Dick Richards consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Deloris and Dick Richards based upon the non-compliant items documented at 2336 250th Street, Marshall, MN 56258, in connection with animal welfare investigation MN140022-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Deloris and Dick Richards agreements and actions described in paragraph 6 above, and the promises and admissions of Deloris and Dick Richards set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Deloris and Dick Richards in connection with the alleged AWA violations documented in animal welfare investigation MN140022-AC.

APHIS and Deloris and Dick Richards warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

Reference Number:
MN140022-AC
Issuance Date: February 20,
2015
Version: Final



#9

Deloris and Dick Richards

Signature: [Redacted]

Date: 3/26/2015

Signature: [Redacted]

Date: 3/26/2015

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: [Redacted]

Date: 4/2/2015

Bernadette Juarez
Director
Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture