

Reference Number: OK09003-AC Issuance Date: May 3, 2012

Version: Final

## SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Reda Ratliff, with reference to the following facts:

- 1. At all times mentioned herein, Reda Ratliff operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 et seq.) (the "AWA") at the facility located at 333219 E. 934 Road, Wellston, OK 74881.
- 2. APHIS has documented evidence of Reda Ratliff's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Reda Ratliff's failure to provide adequate veterinary care and husbandry to dogs as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).
- 3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
- 4. APHIS and Reda Ratliff 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. Reda Ratliff admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
  - 6. Reda Ratliff consents and agrees to the following:
  - a. Reda Ratliff agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Reda Ratliff signs this Settlement Agreement.

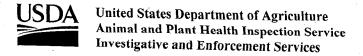


Reference Number: OK09003-AC Issuance Date: May 3, 2012

Version: Final

b. Animal Care will, upon written request, grant an exemption for Reda Ratliff to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Reda Ratliff lives allow her to keep the animals.

- c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dogs that Reda Ratliff holds at the time she signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
- d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals present at Reda Ratliff's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Reda Ratliff's facility within twelve (12) weeks from the date Reda Ratliff signs this Settlement Agreement to verify compliance with paragraph (a) above. Reda Ratliff shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Reda Ratliff 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 Reda Ratliff signs this Settlement Agreement.
- e. As of the date Reda Ratliff signs this Settlement Agreement, AWA license 73-A-1658 is hereby revoked.
- f. Reda Ratliff and any partnerships, firms, corporations or other legal entities that she controls or in which she has 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 333219 E. 934 Road, Wellston, OK 74881.



Reference Number: OK09003-AC Issuance Date: May 3, 2012

Version: Final

7. Reda Ratliff consents and agrees that her 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 Reda Ratliff based upon the non-compliant items documented at 333219 E. 934 Road, Wellston, OK 74881, in connection with animal welfare investigation OK09003-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Reda Ratliff's agreements and actions described in paragraph 6 above, and the promises and admissions of Reda Ratliff set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Reda Ratliff in connection with the alleged AWA violations documented in animal welfare investigation OK09003-AC.

APHIS and Reda Ratliff 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.

Reda Ratliff		
Signature:	Date:_	6/8/12
U.S. DEPARTMENT OF AGRICUTURE ANIMAL AND PLANT HEALTH DISPECTION SERVICE		
Signatu	D	'JUN 2 0 2012
Robert J. Huttenlocker Director	Date:	
Investigative and Enforcement Services Animal and Plant Health Inspection Service United States Department of Agriculture		