



SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Alvin Harrell and Shirley Harrell operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 941 E 535 Road, Lawrence, Kansas..

2. APHIS has documented evidence of Alvin Harrell and Shirley Harrell'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 Alvin Harrell and Shirley Harrell's failure to provide dogs with minimally-adequate veterinary care, individual identification, enclosures that were clean, sanitized, and maintained in good condition, water receptacles that were clean and sanitized, and failure to provide APHIS officials with records and complete inventories of all dogs at the facility, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.50, 2.75, 3.1, 3.3, 3.10, 3.11).

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

4. APHIS and Alvin Harrell and Shirley Harrell 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. Alvin Harrell and Shirley Harrell admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.

6. Alvin Harrell and Shirley Harrell consent and agree to the following:



a. Alvin Harrell and Shirley Harrell 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 Alvin Harrell and Shirley Harrell sign this Settlement Agreement.

b. Animal Care will, upon written request, grant an exemption for Alvin Harrell and Shirley Harrell 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 Alvin Harrell and Shirley Harrell live allow them 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 dog that Alvin Harrell and Shirley Harrell hold at the time they sign 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 currently present at Alvin Harrell and Shirley Harrell's facility, and Animal Care shall take a second inventory of animals present at Alvin Harrell and Shirley Harrell's facility within twelve (12) weeks from the date they sign this Settlement Agreement to verify compliance with paragraph (a) above. Alvin Harrell and Shirley Harrell shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventory. Alvin Harrell and Shirley Harrell 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 Alvin Harrell and Shirley Harrell sign this Settlement Agreement.

e. As of the date Alvin Harrell and Shirley Harrell sign this Settlement Agreement, AWA license 48-A-1423 is hereby revoked.



f. Alvin Harrell and Shirley Harrell and any partnerships, firms, corporations or other legal entities that they have 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 941 E 535 Road, Lawrence, Kansas..

7. Alvin Harrell and Shirley Harrell 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 Alvin Harrell and Shirley Harrell based upon the non-compliant items documented at 941 E 535 Road, Lawrence, Kansas., in connection with animal welfare investigation KS09034-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Alvin Harrell and Shirley Harrell's agreements and actions described in paragraph 6 above, and the promises and admissions of Alvin Harrell and Shirley Harrell set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Alvin Harrell and Shirley Harrell in connection with the alleged AWA violations documented in animal welfare investigation KS09034-AC.

APHIS and Alvin Harrell and Shirley Harrell 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: KS09034-AC
 Issuance Date: March 7, 2012
 Version: Final

Alvin Harrell and Shirley Harrell

Signature:

Date: 3-12-12

Signature:

Date: 3-12-12

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

Date: 3/21/12

Signature
 Robert J. Huttenlocker
 Director
 Investigative and Enforcement Services
 Animal and Plant Health Inspection Service
 United States Department of Agriculture

