



SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Jerry L. Holly operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 13204 Duley Station Road, Upper Marlboro, MD 20772.

2. APHIS has documented evidence of the non-compliance of Jerry L. Holly with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence that Jerry L. Holly (1) failed to make, keep, and maintain records or forms which fully and correctly disclose information concerning animals other than dogs and cats, purchased or otherwise acquired, owned, held, leased, or otherwise in his possession or under his control, or which are transported, sold, euthanized, or otherwise disposed of; (2) failed to handle all animals as expeditiously and carefully as possible in a manner that does not cause trauma, overheating, excessive cooling, behavioral stress, physical harm, or unnecessary discomfort; and (3) operated as a dealer without a valid license as required by the AWA regulations for the humane handling and treatment of animals (9 C.F.R. §§ 2.1(a)(1), 2.75(b)(1), and 2.131(b)(1)).

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

4. APHIS and Jerry L. Holly 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:

5. Jerry L. Holly admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Jerry L. Holly consents and agrees to the following:

a. Jerry L. Holly agrees to sell, donate, and/or transfer ownership and possession of any regulated animals on his premises, regardless of ownership, within twelve (12) weeks from the date he signs 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 regulated animals that Jerry L. Holly holds at the time he signs this Settlement Agreement, to include the transportation of regulated animals that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Jerry L. Holly to retain a reasonable number of regulated animals that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where he lives allow him 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 Jerry L. Holly's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at his facility within twelve (12) weeks from the date he signs this Settlement Agreement to verify compliance with paragraph (a) above. Jerry L. Holly shall not unreasonably withhold his consent to a time and date for Animal



Care to conduct the inventories. Jerry L. Holly 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 he signs this Settlement Agreement.

e. As of the date Jerry L. Holly signs this Settlement Agreement, AWA license 51-A-0044 is hereby revoked.

f. Jerry L. Holly and any partnerships, firms, corporations or other legal entities that he controls or in which he 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 13204 Duley Station Road, Upper Marlboro, MD 20772

g. Jerry L. Holly will pay a monetary settlement in the amount of \$15,000 by **November 24, 2023**.

7. Jerry L. Holly consents and agrees that his 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 Jerry L. Holly based upon the non-compliant items documented at 13204 Duley Station Road, Upper Marlboro, MD 20772, in connection with animal welfare investigation MD220002-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

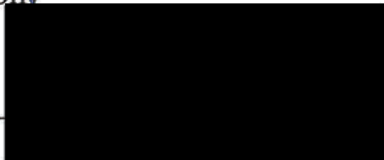
8. For and in consideration of Jerry L. Holly's agreements and actions described in paragraph 6 above, and the promises and admissions of Jerry



L. Holly set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Jerry L. Holly in connection with the alleged AWA violations documented in animal welfare investigation MD220002-AC.

APHIS and Jerry L. Holly 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.

Jerry L. Holly



Signature:

Date: 11/22/2023

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

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Digitally signed by
NATALIE POPOVIC

Date: 2023.11.27
13:26:02 -05'00'

Signature: POPOVIC

Date:

Dr. Anthony Baker, Acting Director
Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture