



Animal and Plant
Health Inspection
Service

VIA: USPS Certified Mail
Shipping Event: 1st

February 20, 2015

Marketing and
Regulatory Programs
Business Services

[Redacted]

Investigative and
Enforcement Services

Headquarters:
4700 River Road
Unit 85
Riverdale, MD 20737
Voice 301.851.2948
Fax 301.734.4328

SETTLEMENT AGREEMENT

Re: Reference number [Redacted]

Dear [Redacted]

Eastern Region:
920 Main Campus Drive
Suite 200
Raleigh, NC 27608
Voice 919.855.7080
Fax 919.855.7090

We believe that you violated the Horse Protection Act, 15 U.S.C. § 1821 *et seq.* (HPA), as described in the enclosed Settlement Agreement. Our agency, the Animal and Plant Health Inspection Service (APHIS), is responsible for enforcing the HPA. The HPA prohibits horses that are subjected to a practice called soring from participating in auctions, exhibitions, sales, or shows. The HPA also prohibits the transportation of sored horses to or from these events.

Western Region:
2150 Centre Avenue
Building B-3W10
Fort Collins, CO 80526
Voice 970.494.7486
Fax 970.494.7487

Violations of the HPA can have serious and costly impacts, detrimental to animals and the public interest. After providing you with an opportunity for a hearing, we may pursue civil penalties of up to \$2,200 and seek to disqualify you from participating in horse shows or exhibitions for a period of not less than one year for the first violation, and not less than five years for any subsequent violation, or other sanctions, for each violation described in this Settlement Agreement. However, we are offering you the opportunity to resolve this matter by agreeing to meet the terms specified in the enclosed Settlement Agreement.

What are the terms of the Settlement Agreement?

Briefly, the Settlement Agreement provides that APHIS will not initiate formal enforcement action for the alleged violations outlined in the Settlement Agreement, if:

1. You agree to be disqualified for a period of eight (8) months from (1) showing, exhibiting or entering any horse, or otherwise participating in any horse show or exhibition, and (2) judging or managing any horse show, horse exhibition, horse sale or auction. Your disqualification period will begin on April 1, 2015 and will end November 31, 2015.



Please be aware that "participating" means engaging in any activity beyond that of a spectator, and includes, without limitation, transporting or arranging for the transportation of horses to or from equine events, personally giving instructions to exhibitors, being present in the warm-up or inspection areas, or in any area where spectators are not allowed, and financing the participation of others in equine events.

2. You agree not to gift or otherwise transfer ownership, title, or custody of any of your horses to any actual or potential participant in any horse show or exhibition unless you first sell the horses to the participant for their full market value prior to the show or exhibition.
3. You acknowledge that the Secretary has jurisdiction over activities governed by the HPA and waive your opportunity for a hearing in this matter.
4. You agree that your failure to comply with the terms of the Settlement Agreement will void the Settlement Agreement, and allow APHIS to pursue any and all remedies and sanctions.

The above is a summary of the terms in the Settlement Agreement. You should review the Settlement Agreement in its entirety.

When must I respond?

If you agree to meet the terms of the Settlement Agreement, sign the Settlement Agreement and send it to our office by **March 31, 2015**: USDA, APHIS, IES TN140074-AC, 4700 River Road, Unit 85, Riverdale, MD 20737-1234. We reserve the right to withdraw the Settlement Agreement if you fail to comply with any of the terms.

What are my other options?

- If you do not agree with the terms of the Settlement Agreement, you may submit a request for a hearing, with your Reference Number, to our office by **March 31, 2015**: USDA, APHIS, IES TN140074-AC, 4700 River Road, Unit 85, Riverdale, MD 20737-1234.

What happens if I fail to respond?

If we do not receive your signed Settlement Agreement or request for a hearing by **March 31, 2015**, we will forward this matter to our Office of the General Counsel for litigation.



What should I do if I need help?

If you have any questions concerning this letter, contact Tyrese Coleman at (301) 851-2758, or call our main office at (301) 851-2948.

I am a small business owner and have comments or concerns regarding APHIS's enforcement of animal and plant health laws. Who should I contact?

APHIS always welcomes comments on how it can better assist small businesses. If you have comments about APHIS's enforcement of animal and plant health laws, please contact me, Bernadette Juarez, the APHIS Small Business Ombudsperson, at 301-851-2948. If you would prefer to comment to someone outside APHIS, you may contact the Small Business Regulatory Enforcement Ombudsperson at <http://sba.gov/ombudsman>, email ombudsman@sba.gov, or toll free at 1-888-REG-FAIR. The Ombudsperson's office receives comments from small businesses and annually evaluates federal agency enforcement activities for their responsiveness to the special needs of small businesses.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernadette Juarez".

Bernadette Juarez
Director
Investigative and Enforcement Services



SETTLEMENT AGREEMENT

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

1. [REDACTED] is a resident of [REDACTED]. On or about March 14, 2014, [REDACTED] allowed the showing of the horse known as [REDACTED] at the 46th Annual National Walking Horse Trainer's Show in Shelbyville, TN.

2. APHIS has documented evidence of [REDACTED] non-compliance with the Horse Protection Act (15 U.S.C. § 1821 *et seq.*) ("HPA") and specifically, has documented evidence that [REDACTED] allowed the showing of the horse known as [REDACTED] at the 46th Annual National Walking Horse Trainer's Show in Shelbyville, TN while the horse was sore, in violation of section 5(2)(D) of the Act (15 U.S.C. § 1824(2)(D), 9 C.F.R. § 11.3).

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

4. APHIS and [REDACTED] have determined to settle the issues related to the potential violation(s) of the HPA, as described above.

NOW, THEREFORE, it is agreed as follows:

5. [REDACTED] admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. [REDACTED] consents and agrees to the following:

- a. [REDACTED] is disqualified for an uninterrupted period of eight months from showing, exhibiting, or entering any horse, directly or indirectly through any agent, employee, or other device, and from judging, managing, or otherwise participating in any horse show,



horse exhibition, or horse sale or auction. "Participating" means engaging in any activity beyond that of a spectator, and includes, without limitation, transporting or arranging for the transportation of horses to or from equine events, personally giving instructions to exhibitors, being present in the warm-up or inspection areas, or in any area where spectators are not allowed, and financing the participation of others in equine events.

b. [REDACTED] period of disqualification shall begin on April 1, 2015 and end on November 30, 2015.

c. From the effective date of this consent agreement through the duration of the disqualification period imposed herein, [REDACTED] shall not gift or otherwise transfer ownership, title, or custody of any of his horses to any actual or potential participant in any horse show or exhibition unless he first sells said horses to said participant for their full market value prior to the show or exhibition.

7. [REDACTED] 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 [REDACTED] based upon the alleged violation(s) documented at the 46th Annual National Walking Horse Trainer's Show in Shelbyville, TN, in connection with horse protection investigation [REDACTED], and any future violations, and to pursue any and all remedies available to APHIS under the HPA.

8. For and in consideration of [REDACTED] agreements and actions described in paragraph 6 above, and the promises and admissions of [REDACTED] set forth herein, APHIS agrees not to institute an administrative or



civil enforcement action against [REDACTED] in connection with the alleged HPA violation(s) documented in horse protection investigation [REDACTED]

APHIS and [REDACTED] 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.

[REDACTED]

Signature: _____ Date: _____

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

Signature: _____ Date: _____

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