

STIPULATION AND AGREEMENT

This document constitutes a formal agreement between Ridglan Farms, Inc. ("Ridglan Farms") and the State of Wisconsin. The parties enter into this agreement with no admission of fault or criminal or civil liability and with full reservation of rights if either party fails to perform its obligations in this agreement. This document sets out the precise terms and understanding of the parties. Further, the State of Wisconsin through its representative agrees that it has the power to bind the State of Wisconsin as it relates to all charges referred by Judge Lanford in 24JD1, and the claims and/or citations based on alleged violations of Ch. ATCP 16 that DATCP has referred to the District Attorney for civil enforcement in the DATCP matter referred to as "Ridglan Farms; Case No. 149309" which claims and/or citations are incorporated herein by reference.

As it relates to Ridglan Farms, it agrees:

1. On or before, July 1, 2026 Ridglan Farms will voluntarily surrender its license to operate as a "dog breeder" as defined by the provisions of Wis. Stat. § 173.41 (hereafter "DATCP License"). Upon surrendering the DATCP License, Ridglan Farms will cease those actions that give rise to the requirement of operating under the DATCP License.
2. Between the date of this agreement and the date Ridglan Farms surrenders the DATCP License, Ridglan Farms will continue to operate under the DATCP License as a "dog breeder" as defined in Wis. Stat. § 173.41 and will ensure compliance with all stipulations entered into with the Veterinary Examining Board ("VEB") and any orders issued by VEB related to Ridglan Farms operations.
3. After July 1, 2026 Ridglan Farms will cease to operate as a "dog breeder" as defined in Wis. Stat. § 173.41 under DATCP's licensing authority and will continue to operate under the terms of its USDA licenses.
4. The dogs in Ridglan Farms' possession on the date this document is signed will be sold or used consistent with Ridglan Farms' USDA licenses and, prior to July 1, 2026, its DATCP License. Upon Ridglan Farms' surrender

of its DATCP License, dogs that have not been sold or cannot be used consistent with Ridgland Farms' USDA licenses will be offered for adoption as appropriate or otherwise handled consistent with the requirements and limitations of State law.

As it relates to the State of Wisconsin and upon Ridgland Farms' surrender of its DATCP License on or before July 1, 2026, the State of Wisconsin agrees to the following:

5. All alleged civil and criminal violations referred to in and contemplated by Judge Rhonda Lanford's referral in case no. 24JD1 will not be brought against Ridgland Farms and are forever barred from being brought in a criminal or civil action.
6. All of the DATCP claims and/or citations captured in "Ridgland Farms; Case No. 149309" and incorporated herein by reference are dismissed with prejudice.

In addition to the foregoing terms, the parties make explicit: If Ridgland Farms fails to surrender its license on or before July 1, 2026, the State of Wisconsin may bring those charges referred to in paragraph 5 and the claims and/or citations referred to in paragraph 6 may be pursued for further civil enforcement. Immediately upon Ridgland Farms giving up its DATCP License, the criminal and civil actions contemplated in paragraphs 5 and 6 cannot be brought up again, in any context or proceeding involving the State of Wisconsin—in any criminal, civil, or administrative action against Ridgland Farms.

Tim Gruenke 10/28/25

Tim Gruenke
District Attorney for State of Wisconsin

 10/28/25
Joseph A. Bugni
Counsel for Ridglan Farms

/s/ James Burns
Dr. James Burns
Owner of Ridglan Farms

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