

UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE ADMINISTRATOR
FOOD SAFETY AND INSPECTION SERVICE

In re:)
)
Warrenton Slaughter House, Inc¹,)
and) STIPULATION AND
Mr. Kheder Rababeh,) CONSENT AGREEMENT
)
Respondents)

This administrative action was instituted by the delivery of a Notice of Ineligibility for Custom Exempt Status on or about May 26, 2016, to Mr. Kheder Rababeh, and Warrenton Slaughter House, Inc., (“Respondents,”) notifying them that they were no longer eligible for custom exemption under the Federal Meat Inspection Act (FMIA) (21 U.S.C. § 601 *et seq.*) and the regulations promulgated thereunder. The Notice of Ineligibility that was hand delivered by FSIS personnel was effective upon receipt, and resulted from Respondents’ alleged failure to maintain their facility in a sanitary manner.

The aforementioned action was instituted by the Food Safety and Inspection Service (FSIS) of the United States Department of Agriculture (USDA), hereafter “Complainant,” in accordance with Section 23(c)(2) of the FMIA (21 U.S.C. § 623(c)(2), and Part 303 of the Federal Meat Inspection Regulations (9 C.F.R. § 303.1 *et seq.*.)

The Parties have agreed that this administrative proceeding should be terminated by the execution of this Stipulation and Consent Agreement, hereinafter “Agreement,” set forth below and have agreed to the following stipulations:

1. For the purpose of this Stipulation and the provisions of this Agreement only,

¹ Previously known as Lebanese Butcher Slaughter House, Inc.

Respondents admit the jurisdictional allegations of the above-mentioned Notice of Ineligibility and waive:

- (a) any further procedural steps in the proceeding;
- (b) any requirement that this Agreement in this proceeding contains findings and conclusions with respect to fact or law, as well as to reason and basis thereof; and
- (c) all rights to seek further judicial review or otherwise challenge or contest the validity of this Agreement.

2. This Agreement is for settlement purposes in this proceeding only, and does not otherwise constitute an admission or denial by Respondents that they have violated any Federal regulation or statute.

3. Respondents waive any action against the USDA under the Equal Access to Justice Act of 1980 (5 U.S.C. 504 et seq.) for fees or other expenses incurred in connection with this proceeding, and any other action against the USDA and its employees in connection with this proceeding and the facts and events that gave rise to this proceeding.

FINDINGS OF FACT

1. Respondent Warrenton Slaughter House, Inc., is now and at all times material herein was, an incorporated business operating as a custom exempt meat slaughter and processing facility at 241 West Shirley Road, Warrenton, Virginia 20186.

2. Respondent Kheder Rababeh is now, and at all times, owner and operator of Warrenton Slaughter House, Inc.

3. Respondents operate under the custom exemption eligibility, pursuant to Section 23(a) of the FMIA and applicable federal meat inspection and sanitation regulations (9 C.F.R. §§ 303.1 and 416).

4. In the Notice of Ineligibility letter delivered on or about May 26, 2016, Respondents were notified that they were no longer eligible to operate under the custom exempt provisions of the FMIA because of violations of sanitation, facility, and other requirements, as required by 9 C.F.R. § 303 and 416.

CONCLUSION

In as much the parties have agreed to the provisions set forth in the following Agreement in disposition of this proceeding, the following Agreement will be issued.

AGREEMENT

Custom exempt livestock slaughter and meat processing privileges under Section 23 of the FMIA (21 U.S.C. §623) and 9 C.F.R. Part 303.1, are terminated from Respondents and its owners, officers, directors, partners, successors, affiliates, or assigns, directly or through any corporate device, for a period of three (3) years. This termination of exemption privileges shall be held in abeyance and custom exemption privileges shall be provided to Respondents, pursuant to Section 23 (a) of the FMIA, and 9 C.F.R. Parts 303.1, and 416, provided all statutory and regulatory requirements and the additional conditions set forth in this Agreement are met.

CONDITIONS

1. Prior to the to the resumption of custom exemption privileges, and subject to verification and a satisfactory determination by FSIS, Respondents shall demonstrate compliance with the FSIS statutory and regulatory requirements including, but not limited to, 9 C.F.R. Parts 303.1, and 416, upon a review and examination of: (a) Respondents' written operational procedures and other programs and (b) of the physical and sanitary conditions of Respondent's facility.

2. Prior to resumption of custom exemption privileges, Respondents shall meet the regulatory requirements to resume operations under a grant of Federal inspection.

3. Prior to the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents shall address and repair any premises, facility and or equipment issues identified by FSIS at the time of the facility review conducted pursuant to paragraph 1 of this Agreement.

4. Prior to the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents' facility shall receive an "acceptable" rating in every category of FSIS' "Exempt Establishment Review Report," FSIS Form 5930-1.

Sanitation Performance Standards (SPS)

5. Prior to the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents shall:

(a) develop written procedures for monitoring and identifying noncompliance, corrective and preventive actions, and recordkeeping that Respondents will conduct, and implement, to operate and maintain its premises, facilities, equipment, and outside premises, in a manner sufficient to prevent the creation of insanitary conditions and practices;

(b) comply with the requirements of the Sanitation Performance Standards (SPS) regulations (9 C.F.R. Parts 416.1 to 416.6);

(c) ensure that meat and meat food products stored, prepared, and packed are not contaminated or adulterated; and

(d) address and repair the premises, facility, and/or equipment noncompliance issues previously identified by FSIS.

6. Upon the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents shall comply with the requirements of the SPS regulations (9 C.F.R. 416.1 to 416.6).

Sanitation Standard Operating Procedures (SSOP)

7. Prior to the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents shall develop written Sanitation Standard Operating Procedures (SSOP) to describe the monitoring activities, record keeping, and other procedures that Respondents will conduct, implement and maintain on a daily and on-going basis, before, during and after operations, in accordance with 9 C.F.R. Parts 416.11 to 416.16, to ensure sanitary conditions and prevent product adulteration.

8. Upon the resumption of custom exemption privileges, and subject to verification of FSIS, Respondents shall:

(a) implement, conduct, and maintain on a daily and ongoing basis their SSOP system as required by 9 C.F.R. § 416 to ensure sanitary conditions and prevent product adulteration; and

(b) implement, conduct, and maintain corrective and preventive actions, in accordance with 9 C.F.R. § 416.15.

Planned Improvement Program (PIP)

9. Prior to the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents shall develop a written Planned Improvement Program (PIP) designed to identify and correct noncompliance and to ensure that the entire structure of the facility, to include its rooms and compartments, is of sound construction and that all equipment is maintained in proper working order and kept in good repair.

10. Upon the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents shall implement, conduct, and maintain their PIP as required in this Agreement, and document any findings of, and corrective actions taken to address, needed structural and/or mechanical repairs and/or improvements to their facility and make these records available to FSIS for review and/or copying upon request.

Pest Management Program

11. Prior to the resumption of custom exemption privileges, and subject to verification by FSIS, Respondents shall develop a written pest management program, to be implemented and maintained by Respondents, to prevent the harborage and breeding of pests within the facility and on its grounds consistent with 9 C.F.R. 416.2 (a) and (b) to ensure that:

(a) Respondents review and service the facility and grounds on at least a weekly frequency for any signs of rodent and insect presence and activity; and

(b) Respondents provide written reports detailing their findings, corrective actions and recommendations based on their review and service of the facility and grounds for any signs of rodent and insect presence and activity.

12. Upon the resumption of custom exemption privileges, and subject to verification of FSIS, Respondents shall implement and maintain their pest control program in a manner sufficient to prevent the creation of insanitary conditions and practices, to prevent the harborage and breeding of pests, and to ensure that meat products stored, prepared, and packed are not contaminated or adulterated.

Humane Handling and Slaughter

13. Prior to the resumption of custom exempt privileges, and subject to verification by FSIS, Respondents shall develop written procedures that ensure that any cattle, sheep, swine, or goats slaughtered or handled in connection with slaughter at their facility comply with the Humane Methods of Slaughter Act (HMSA) of August 27, 1958 (7 U.S.C. 1901-1906), 9 C.F.R. Part 313, and any Federal, state, or local laws regarding the humane treatment of animals.

Carcass Handling and Marking

14. Prior to the resumption of custom exempt privileges, and subject to verification by FSIS, Respondents shall develop a program to identify procedures for carcass handling and marking of custom exempt carcasses and products "Not for Sale."

Sewage and Waste Disposal

15. Prior to the resumption of custom exempt privileges, and subject to verification by FSIS, Respondents shall have a sewage waste disposal system in place that properly removes sewage and waste materials to prevent the adulteration of food products consistent with 9 C.F.R. 303.1(a)(2)(i), and 416.2(e)(f).

16. Upon Resumption of custom exempt privileges, and subject to verification by FSIS, Respondents shall maintain the sewage and waste disposal systems to prevent the adulteration of food products. When the sewage disposal system is a private system requiring approval by a State or local health authority, Respondent must furnish FSIS with a letter of approval from that authority upon request as required 9 C.F.R. 416.2 (e)(f).

Personnel and Training

17. Prior to the resumption of custom exemption privileges, and subject to verification by FSIS, all of Respondents' management and any other personnel shall complete training in

sanitation, sanitary dressing procedures, marking custom exempt carcasses “Not for Sale,” and all programs required to be maintained under this Agreement.

18. Respondents shall train and educate any new employee(s), consistent with the requirements of this Order, within thirty (30) calendar days of employment.

19. Respondents shall conduct annual training for all officers, managers, and employees, current and new, who are involved in the slaughter of livestock and the preparation of meat food products, consistent with regulatory requirements set forth in 9 CFR 303.1, and 416, and the requirements of this agreement.

20. Respondents shall document all training and education of their personnel conducted in accordance with paragraphs 15 through 17 of this Agreement, maintain training records and retain copies of all training and educational materials, and make these records and materials available to FSIS personnel for review and /or copying immediately upon request.

Custom Exemption Requirements

21. Respondents shall ensure that:

(a) product does not become adulterated during dressing, processing, handling, storage, loading and unloading, or during transportation;

(b) all slaughtered and processed animal carcasses and further processed meat or meat food products are properly marked, labeled and packaged;

(c) custom prepared products are plainly marked “Not for Sale” and kept separate and apart from any meat or poultry products held for sale, and

(d) records are maintained as required by 9 C.F.R. Part 303.

General Provisions

22. Respondents shall not:

(a) commit any felony or fraudulent act;

(b) violate any section of the FMIA, PPIA, Federal, State, or local statute or regulation involving the preparation, sale, transportation, distribution or attempted distribution of any adulterated or misbranded meat or poultry product; or

(c) assault, intimidate, impede, or interfere with, or threaten to assault, intimidate, impede, or interfere with any representative or designee of the Secretary of Agriculture.

23. Respondents shall make all records required to be maintained by the FMIA, PPIA, or regulations issued thereunder or this Agreement available to FSIS personnel for review and/or copying immediately upon request.

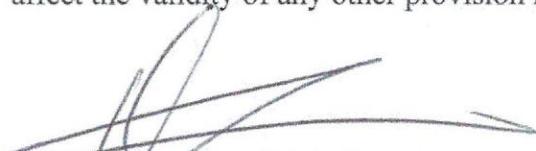
24. Respondents shall fully and completely cooperate with any USDA or FSIS investigation, inquiry, review or examination of Respondents' (a) facility, products, inventory or records, (b) compliance with the FMIA, PPIA, or the regulations issued thereunder, or (c) compliance with this Agreement.

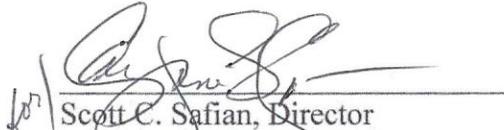
25. The Administrator, FSIS, may summarily terminate custom exemption privileges from Respondents upon a determination by the Director, Enforcement and Litigation Division, Office of Investigation, Enforcement and Audit, FSIS, that Respondents have failed to comply with 9 C.F.R. Parts 303.1, and/or 416 or any requirement of this Agreement. It is acknowledged that Respondents retain the right to request an expedited hearing concerning any violation alleged as the basis for a summary termination of custom exemption privileges. Any such request for hearing must be received by FSIS within 20 days of Respondents' receipt of a notice of summary termination of custom exempt privileges. Any such hearing will be conducted pursuant to the Adopted Rules of Practice.

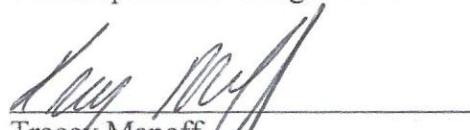
26. The provisions of this Agreement shall be applicable for three (3) years and become effective when signed by all parties and upon the reinstatement of custom exemption privileges.

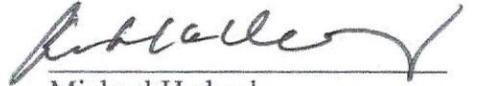
27. Nothing in this Agreement shall preclude any regulatory or administrative actions or the referral of any matter to any agency for possible criminal, civil, or administrative proceedings.

28. If any provision of this Agreement is declared invalid, such declaration shall not affect the validity of any other provision herein.


Kheder Rababeh, on behalf of himself
and for Warrenton Slaughter House, Inc.


for Scott C. Safian, Director
Food Safety and Inspection
Service
U.S. Department of Agriculture


Tracey Manoff
Attorney for Complainant
U.S. Department of Agriculture
Office of the General Counsel


Michael Hadeed
Attorney for Respondent
Virginia State Bar # 24585

Issued this 9th day of Feb. 2017


Alfred V. Almanza, Administrator
Food Safety and Inspection Service