



SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Laura Schwartz operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 11378 Grouse Ave., La Plata, MO 63549.
2. APHIS has documented evidence of Laura Schwartz’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 Laura Schwartz’s failure to provide adequate veterinary care and husbandry to dogs, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Laura Schwartz 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. Laura Schwartz admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Laura Schwartz consents and agrees to the following:
 - a. Laura Schwartz agrees to sell, donate, and/or transfer ownership and possession of any dogs on his or her premises, regardless of ownership, within twelve (12) weeks from the date Laura Schwartz signs this Settlement Agreement.



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

e. As of the date Laura Schwartz signs this Settlement Agreement, AWA license 43-A-4607, is hereby revoked.

f. Laura Schwartz and any partnerships, firms, corporations or other legal entities that she controls or in which she 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 11378 Grouse Ave., La Plata, MO 63549.

7. Laura Schwartz consents and agrees that her 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 Laura Schwartz based upon the non-compliant items documented at 11378 Grouse Ave., La Plata, MO 63549, in connection with animal welfare investigation MO10012 AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Laura Schwartz's agreements and actions described in paragraph 6 above, and the promises and admissions of Laura Schwartz set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Laura Schwartz in connection with the alleged AWA violations documented in animal welfare investigation MO10012 AC.

APHIS and Laura Schwartz 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: MO10012 AC

Issuance Date: March 12, 2012

Version: Final

Laura Schwartz

Signature:

Date: March 22, 2012

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

Signature:

Robert J. Huttenlocker

Director

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

Date: MAR 30 2012