



SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Phyllis Jean Allen operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 40403 Road 728, Cambridge, NE 69022.
2. APHIS has documented evidence of Phyllis Jean Allen’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 Phyllis Jean Allen’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 Phyllis Jean Allen 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. Phyllis Jean Allen admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Phyllis Jean Allen consents and agrees to the following:
 - a. Phyllis Jean Allen agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Phyllis Jean Allen signs this Settlement Agreement.



b. Animal Care will, upon written request, grant an exemption for Phyllis Jean Allen 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 Phyllis Jean Allen 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 Phyllis Jean Allen holds at the time she 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 Phyllis Jean Allen's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Phyllis Jean Allen's facility within twelve (12) weeks from the date Phyllis Jean Allen signs this Settlement Agreement to verify compliance with paragraph (a) above. Phyllis Jean Allen shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Phyllis Jean Allen 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 Phyllis Jean Allen signs this Settlement Agreement.

e. As of the date Phyllis Jean Allen signs this Settlement Agreement, AWA license 47-B-0103 is hereby revoked.

f. Phyllis Jean Allen 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 40403 Road 728, Cambridge, NE 69022.

7. Phyllis Jean Allen 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 Phyllis Jean Allen based upon the non-compliant items documented at 40403 Road 728, Cambridge, NE 69022, in connection with animal welfare investigation NE09012 AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Phyllis Jean Allen's agreements and actions described in paragraph 6 above, and the promises and admissions of Phyllis Jean Allen set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Phyllis Jean Allen in connection with the alleged AWA violations documented in animal welfare investigation NE09012 AC.

APHIS and Phyllis Jean Allen 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: NE09012 AC
Issuance Date: March 12, 2012
Version: Final

Phyllis Jean Allen

Signature: _____

Date: 3 - 19 - 12

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

Signature: _____

Robert J. Hutmacher

Director

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

Date: APR - 6 2012

