



**SETTLEMENT AGREEMENT**

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

1. At all times mentioned herein, Karen Miller doing business as Rowe Eden Kennels operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 1905 South 1100 West Middlebury, IN 46540.

2. APHIS has documented evidence of Karen Miller’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 Karen Miller’s failure to allow APHIS officials access to inspect property and animals, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. § 2.126(a)).

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

4. APHIS and Karen Miller 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. Karen Miller admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Karen Miller consents and agrees to the following:

a. Karen Miller 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 Karen Miller this Settlement Agreement.

b. 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 Karen Miller holds at the time that she signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Karen Miller 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 Karen Miller lives allow her to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Karen Miller's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Karen Miller's facility within twelve (12) weeks from the date Karen Miller signs this Settlement Agreement to verify compliance with paragraph (a) above. Karen Miller shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Karen Miller 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 Karen Miller signs this Settlement Agreement.

e. As of the date Karen Miller signs this Settlement Agreement, AWA license 32-A-0787 is hereby revoked.



f. Karen Miller 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 1905 South 1100 West Middlebury, IN 46540.

7. Karen Miller 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 Karen Miller based upon the non-compliant items documented at 1905 South 1100 West Middlebury, IN 46540, in connection with animal welfare investigation IN240005-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Karen Miller's agreements and actions described in paragraph 6 above, and the promises and admissions of Karen Miller set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Karen Miller in connection with the alleged AWA violations documented in animal welfare investigation IN240005-AC.

APHIS and Karen Miller 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.





Karen Miller

Signature: 

Date: 3-19-24

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

ANDREA

Digitally signed by  
ANDREA MCNALLY  
Date: 2024.04.05  
13:59:04 -04'00'

Signature: MCNALLY

Date: \_\_\_\_\_

Andrea McNally, Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture