



SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Randy Schweitzer operated as an Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 547 294th Road Milford, NE 68405.

2. APHIS has documented evidence of the non-compliance of Randy Schweitzer with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence that Randy Schweitzer (1) failed to provide access and allow inspection of records and property during business hours to allow APHIS officials to inspect and photograph the facilities, property and animals and necessary to enforce the provisions of the Act, the regulations and the standards in this subchapter. (9 C.F.R. § 2.126(a)(4).

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

4. APHIS and Randy Schweitzer 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:

5. Randy Schweitzer admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Randy Schweitzer consents and agrees to the following:

a. To sell, donate, and/or transfer ownership and possession of any regulated animals on his premises, regardless of



ownership, within twelve (12) weeks from the date he signs 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 regulated animals that Randy Schweitzer holds at the time he signs this Settlement Agreement, to include the transportation of regulated animals that are less than eight (8) weeks of age.

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



e. As of the date Randy Schweitzer signs this Settlement Agreement, AWA licenses 47-A-0490 and 47-A-0534 are hereby revoked.

f. Randy Schweitzer and any partnerships, firms, corporations or other legal entities that he controls or in which he 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 547 294th Road Milford, NE 68405.

g. Randy Schweitzer will pay a monetary settlement in the amount of \$1,000 by **December 11, 2023**.

7. Randy Schweitzer consents and agrees that his 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 Randy Schweitzer based upon the non-compliant items documented at 547 294th Road Milford, NE 68405, in connection with animal welfare investigation NE230003-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Randy Schweitzer's agreements and actions described in paragraph 6 above, and the promises and admissions of Randy Schweitzer set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Randy Schweitzer in connection with the alleged AWA violations documented in animal welfare investigation NE230003-AC.

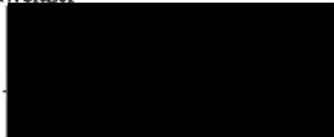


United States Department of Agriculture

APHIS and Randy Schweitzer 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.

Randy Schweitzer

Signature:



Date: 11-14-23

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

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Signature: POPOVIC

Date: _____

Natalie Popovic, Acting Director
Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture