



REVISED SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Peterson Express Transport Service, LLC operated as a Class T “Carrier” under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 3701 Long Lane Road, Cookeville, TN 38507.

2. APHIS has documented evidence of Peterson Express Transport Service, LLC’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 Peterson Express Transport Service, LLC’s failure to properly maintain the animal cargo space of a primary conveyance in a manner that protected the health and well-being, safety and comfort of dogs in transport; and to properly observe animals during transport as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 3.16(e), and 3.18(a)).

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

4. APHIS and Peterson Express Transport Service, LLC 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. Peterson Express Transport Service, LLC admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.



6. Peterson Express Transport Service, LLC consents and agrees to the following:

- a. Your Carrier registration expired on July 30, 2021. (63-T-0116)
- b. Refrain from acquiring animals regulated by the AWA.
- c. You agree to refrain from applying for an Animal Welfare Act registration in the future. Any future attempt by you to register shall be ineffective unless term is waived by the Deputy Administrator of APHIS Animal Care within USDA, or his or her sole discretion.
- d. Pay the amount due, \$12,000, by **April 18, 2022**.

7. Peterson Express Transport Service, LLC consents and agrees that its 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 Peterson Express Transport Service, LLC based upon the non-compliant items documented at 3701 Long Lane Road, Cookeville, TN 38507, in connection with animal welfare investigation TN210001-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Peterson Express Transport Service, LLC's agreements and actions described in paragraph 6 above, and the promises and admissions of Peterson Express Transport Service, LLC set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Peterson Express Transport Service, LLC, or its officers (including Kyle Peterson), owners, employees, volunteers, and contractors for the alleged violations outlined in the December 8, 2021 Citation/Notice and Settlement Agreement in connection with the alleged AWA violations documented in animal welfare investigation TN210001-AC.

APHIS and Peterson Express Transport Service, LLC 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.

Peterson Express Transport Service, LLC

Signature: _____

OWNER/MANAGER PETS LLC

Date: 3-18-2022

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

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Signature: _____

Date: _____

Eileen Sullivan, Director

Investigative and Enforcement Services

Animal and Plant Health Inspection Service

United States Department of Agriculture

for Eileen Sullivan