

Reference Number: 1A10049-AC Issuance Date: May 3, 2012

Version: Final

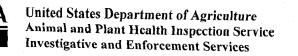
## SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Marty Gadient and Keelee Gadient, with reference to the following facts:

- 1. At all times mentioned herein, Marty Gadient and Keelee Gadient operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 612 Buchanan Street, Cascade, Iowa, 52033.
- 2. APHIS has documented evidence of Marty Gadient and Keelee Gadient'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 Marty Gadient and Keelee Gadient's failure to allow APHIS official to complete an inspection of the facility during normal business hours and 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, 2.126, 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 Marty Gadient and Keelee Gadient 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. Marty Gadient and Keelee Gadient admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.
  - Marty Gadient and Keelee Gadient consent and agree to the following:

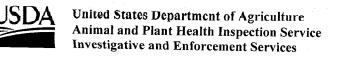


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a. Marty Gadient and Keelee Gadient agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises, regardless of ownership, within twelve (12) weeks from the date they sign this Settlement Agreement.

- b. Animal Care will, upon written request, grant an exemption for Marty Gadient and Keelee Gadient to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where they live allow them 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 Marty Gadient and Keelee Gadient hold at the time they sign 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 present immediately at Marty Gadient and Keelee Gadient's facility to determine the current inventory of animals, and Animal Care shall take a second inventory of the animals present at Marty Gadient and Keelee Gadient's facility within twelve (12) weeks from the date they sign this Settlement Agreement to verify compliance with paragraph (a) above. Marty Gadient and Keelee Gadient shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventory. Marty Gadient and Keelee Gadient 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 they sign this Settlement Agreement.
- e. As of the date Marty Gadient and Keelee Gadient sign this Settlement Agreement, AWA license 42-A-0707 is hereby revoked.
- f. Marty Gadient and Keelee Gadient and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial



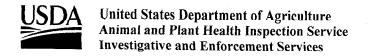
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interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 612 Buchanan Street, Cascade, Iowa, 52033.

- 7. Marty Gadient and Keelee Gadient consent and agree that their 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 Marty Gadient and Keelee Gadient based upon the non-compliant items documented at 612 Buchanan Street, Cascade, Iowa, 52033, in connection with animal welfare investigation IA10049-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.
- 8. For and in consideration of Marty Gadient and Keelee Gadient's agreements and actions described in paragraph 6 above, and the promises and admission's of Marty Gadient and Keelee Gadient set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Marty Gadient and Keelee Gadient in connection with the alleged AWA violations documented in animal welfare investigation IA10049-AC.

APHIS and Marty Gadient and Keelee Gadient 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.



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Marty Gadient and Keelee Gadient

Signature:		
Signature:		

Date: 6-11-12

Date: 6/11/12

Date:

U.S. DEPARTMENT OF AGRICUTURE ANIMAL RVICE Signature:

JUN 2 0 2012

Robert J. Huttenlocker, Director Investigative and Enforcement Services Animal and Plant Health Inspection Service United States Department of Agriculture