



### SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Marty Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant'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 Gadiant and Keelee Gadiant'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 Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.

6. Marty Gadiant and Keelee Gadiant consent and agree to the following:



- a. Marty Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant's facility to determine the current inventory of animals, and Animal Care shall take a second inventory of the animals present at Marty Gadiant and Keelee Gadiant's facility within twelve (12) weeks from the date they sign this Settlement Agreement to verify compliance with paragraph (a) above. Marty Gadiant and Keelee Gadiant shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventory. Marty Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant sign this Settlement Agreement, AWA license 42-A-0707 is hereby revoked.
- f. Marty Gadiant and Keelee Gadiant and any partnerships, firms, corporations or other legal entities that they control or in which they have 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 612 Buchanan Street, Cascade, Iowa, 52033.

7. Marty Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant 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 Gadiant and Keelee Gadiant's agreements and actions described in paragraph 6 above, and the promises and admissions of Marty Gadiant and Keelee Gadiant set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Marty Gadiant and Keelee Gadiant in connection with the alleged AWA violations documented in animal welfare investigation IA10049-AC.

APHIS and Marty Gadiant and Keelee Gadiant 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: IA10049-AC  
Issuance Date: May 3, 2012  
Version: Final

Marty Gadiant and Keelee Gadiant

Signature: \_\_\_\_\_

Date: 6-11-12

Signature: \_\_\_\_\_

Date: 6/11/12

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL \_\_\_\_\_ SERVICE

Signature: \_\_\_\_\_

Date: JUN 20 2012

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