



SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Joseph Beechy operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 19587 Harvest Ave., Bloomfield, IA 52537-7297, and at other locations.
2. APHIS has documented evidence of Joseph Beechy’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 Joseph Beechy’s failure to provide adequate guidance to personnel involved in the care and use of animals regarding handling, immobilization, anesthesia, analgesia, tranquilization, and euthanasia as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 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 Joseph Beechy 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. Joseph Beechy admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Joseph Beechy consents and agrees to the following:
 - a. Joseph Beechy agrees to sell, donate, and/or transfer ownership and possession of any dogs on his premises and at other locations, regardless of



ownership, within twelve (12) weeks from the date Joseph Beechy signs this Settlement Agreement.

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

e. As of the date Joseph Beechy signs this agreement, AWA license 42-A-1233 is hereby revoked.

f. Joseph Beechy 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 19587 Harvest Ave., Bloomfield, IA 52537-7297, and at other locations.

7. Joseph Beechy 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 Joseph Beechy based upon the non-compliant items documented at 19587 Harvest Ave., Bloomfield, IA 52537-7297, and at other locations, in connection with animal welfare investigation IA10015 AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Joseph Beechy's agreements and actions described in paragraph 6 above, and the promises and admissions of Joseph Beechy set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Joseph Beechy in connection with the alleged AWA violations documented in animal welfare investigation IA10015 AC.

APHIS and Joseph Beechy 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.



Joseph Beechy

Signature:

[Redacted Signature]

Date:

5-30-12

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

Signature:

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

[Redacted Signature]

Date:

6/5/12

