



SETTLEMENT AGREEMENT

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

1. At all times mentioned herein, Theodore H. Johnson operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 42875 375th Street, Windom, MN 56101-3226.

2. APHIS has documented evidence of Theodore H. Johnson’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 Theodore H. Johnson’s failure to establish and maintain a program of adequate veterinary care and to use appropriate methods to prevent, control, diagnose, and treat diseases and injuries; to provide sufficient ventilation to minimize odors and ammonia levels; to make, keep, and maintain records which fully and correctly disclose all required information on each animal; to spot-clean daily and sanitize hard surfaces with which dogs come in contact to prevent the accumulation of excreta and reduce disease hazards; and to construct and maintain primary enclosures in a manner that allowed them to be readily cleaned and sanitized, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40(b)(2); 2.75(a)(1); 3.1(c); 3.3(b)).

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

4. APHIS and Theodore H. Johnson 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. Theodore H. Johnson admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Theodore H. Johnson consents and agrees to the following:

a. Theodore H. Johnson agrees to sell, donate, and/or transfer ownership and possession of any dogs on his premises, regardless of ownership, within twelve (12) weeks from the date Theodore H. Johnson 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 dog that Theodore H. Johnson holds at the time Theodore H. Johnson signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Theodore H. Johnson 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 Theodore H. Johnson 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 Theodore H. Johnson's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Theodore H. Johnson's facility within twelve (12) weeks from the date Theodore H. Johnson signs this Settlement Agreement to verify compliance with paragraph (a) above. Theodore H. Johnson shall not unreasonably withhold his consent to a time and date for Animal Care to

conduct the inventories. Theodore H. Johnson 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 Theodore H. Johnson signs this Settlement Agreement.

e. As of the date Theodore H. Johnson signs this Settlement Agreement, AWA license 41-A-0466 is hereby revoked.

f. Theodore H. Johnson 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 42875 375th Street, Windom, MN 56101-3226.

7. Theodore H. Johnson 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 Theodore H. Johnson based upon the non-compliant items documented at 42875 375th Street, Windom, MN 56101-3226, in connection with animal welfare investigation MN140037-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Theodore H. Johnson's agreements and actions described in paragraph 6 above, and the promises and admissions of Theodore H. Johnson set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Theodore H. Johnson in



connection with the alleged AWA violations documented in animal welfare investigation MN140037-AC.

APHIS and Theodore H. Johnson 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.

Theodore H. Johnson

Signature:

[Redacted Signature]

Date:

1/4/15

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

Signature:

[Redacted Signature]

Date:

1/26/20¹⁵

Bernadette [Redacted]
Director
Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture