



## **SETTLEMENT AGREEMENT**

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

1. At all times mentioned herein, Norman Yoder operated as a Breeder under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 11024 Dover Road, Apple Creed, Ohio 44606.

2. APHIS has documented evidence of Norman Yoders’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 Norman Yoder’s continued pattern of numerous non-compliances with the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.50, 2.75, 2.134, 3.1, 3.4, 3.9, 3.10, 3.11, 3.13.)

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

4. APHIS and Norman Yoder 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. Norman Yoder admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Norman Yoder consents and agrees to the following:

a. To sell, donate, and/or transfer ownership and possession of any dog on his premises, regardless of ownership, within twelve (12) weeks from the date that he 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 Norman Yoder holds at the time he 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 Norman Yoder 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 he 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 Norman Yoder's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at his facility within twelve (12) weeks from the date he signs this Settlement Agreement to verify compliance with paragraph (a) above. Norman Yoder shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventories. Norman Yoder 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 he signs this Settlement Agreement.

e. As of the date Norman Yoder signs this Settlement Agreement, AWA license 31-A-0705 is hereby revoked.

f. Norman Yoder 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 11024 Dover Road, Apple Creek, Ohio 44606.

7. Norman Yoder 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 Norman Yoder based upon the non-compliant items documented at 11024 Dover Road, Apple Creek, Ohio 44606, in connection with APHIS Case Number OH260047-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Norman Yoder's agreements and actions described in paragraph 6 above, and the promises and admissions of Norman Yoder set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Norman Yoder in connection with the alleged AWA violations documented in this offer to settle.

APHIS and Norman Yoder 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.



Norman Yoder



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

ANDREA  
MCNALLY

Digitally signed by ANDREA MCNALLY  
Date: 2026.03.10 12:42:57 -04'00'

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

Date: \_\_\_\_\_

Andrea McNally, Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture