



**SETTLEMENT AGREEMENT**

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

1. At all times mentioned herein, Mose Zook, Jr. operated as a Breeder under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 48 N. Castle Finn Road Delta, Pennsylvania 17314.

2. APHIS has documented evidence of Mose Zook, Jr.’s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), specifically, his failure to keep his premises clean and in good repair, failure to observe animals at his facility, failure to follow the treatment plan established by the Attending Veterinarian, failure to administer treatment to animals at his facility, failure to keep structures sound and in good repair, failure to have a responsible adult available to accompany APHIS officials during the inspection process, failure to provide adequate space that allows animals to make normal postural adjustments with adequate freedom of movement, and failure to provide clean, potable water on a daily basis, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40(b)(3), 2.126(a), 2.126(b), 3.25(a), 3.28(c), 3.30, 3.31(b)).

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

4. APHIS and Mose Zook, Jr. 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. Mose Zook, Jr. admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Mose Zook, Jr. consents and agrees to the following:

a. Mose Zook, Jr. agrees to sell, donate, and/or transfer ownership and possession of any guinea pigs on his premises, regardless of ownership, within twelve (12) weeks from the date 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 guinea pig that Mose Zook, Jr. holds at the time he signs this Settlement Agreement.

c. Animal Care will, upon written request, grant an exemption for guinea pigs to retain a reasonable number of guinea pigs that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where he lives allows 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 Mose Zook, Jr.'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. Mose Zook, Jr. shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventories. Mose Zook, Jr. 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 Mose Zook, Jr. signs this Settlement Agreement, AWA license 23-A-0577 is hereby revoked.

f. Mose Zook, Jr. 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 48 N. Castle Finn Road Delta, Pennsylvania 17314.

7. Mose Zook, Jr. 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 Mose Zook, Jr. based upon the non-compliant items documented at 48 N. Castle Finn Road, Delta, Pennsylvania 17314, in connection with animal welfare investigation PA220006-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

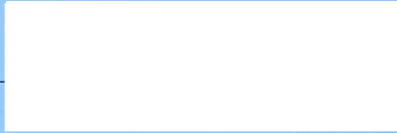
8. For and in consideration of Mose Zook, Jr.'s agreements and actions described in paragraph 6 above, and the promises and admissions of Mose Zook, Jr. set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Mose Zook, Jr. in connection with the alleged AWA violations documented in animal welfare investigation PA220006-AC.

APHIS and Mose Zook, Jr. 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.



Mose Zook, Jr.

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



Date: 3-20-23

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

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



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

Eileen F. Sullivan, Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture