

IN THE COUNTY COURT OF THE THIRD JUDICIAL CIRCUIT,  
IN AND FOR MADISON COUNTY, FLORIDA

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The Hon. BEN STEWART, in his official  
capacity as the Sheriff of Madison County,  
Florida,

Petitioner,

v.

CABOODLE RANCH, INC., a Florida  
not-for-profit corporation,

Respondent.

TIM ~~BADESS~~ ~~CLERK~~  
BY \_\_\_\_\_ D.C.

Case No. 2012-25-CC

**ORDER ON MOTION TO AMEND AUGUST 9, 2012 ORDER**

**THIS CAUSE**, having come before the Court on the American Society for the Prevention of Cruelty to Animals' ("ASPCA") Motion to Intervene and to Amend the Court's August 9, 2012 Order, and the Court having heard the arguments of counsel, the evidence presented, and being otherwise fully advised in the premises, finds as follows:

1. On February 27, 2012, the ASPCA entered into a written agreement with the Madison County Sheriff's Office to assist with the care and sheltering of nearly 700 severely neglected cats and two dogs ("former Caboodle Ranch animals") seized by the Sheriff from Respondent Caboodle Ranch, Inc. ("Caboodle Ranch") pursuant to a criminal warrant. See attached Exhibit "A."
2. The former Caboodle Ranch animals were considered evidence in a criminal investigation subject to the control of the County Court, Third Judicial Circuit, Madison County, Florida.

3. On March 2, 2012, the Petitioner Sheriff of Madison County ("Sheriff") filed a Verified Petition in this Court for custody, control, and disposition of the former Caboodle Ranch animals pursuant to Fla. Stat. § 828.073. The Sheriff requested, among other relief, that the Court terminate Caboodle Ranch's rights in the former Caboodle Ranch animals on grounds that Caboodle Ranch was not able to provide adequately for and was not fit to have custody of them.
4. On June 22, 2012, after a three-day evidentiary hearing, this Court issued an Order Placing Animals, which terminated Caboodle Ranch's rights, title, and interest in the former Caboodle Ranch animals, and remanded them to the custody of the Sheriff. See attached Exhibit "B." The Order further stated that the former Caboodle Ranch animals would not be released to the Sheriff until authorized by the Office of the State Attorney, Third Judicial Circuit.
5. Assistant State Attorney Karen Hatton issued a letter to the Sheriff on June 25, 2012, that transferred custody and control of the former Caboodle Ranch animals to the Sheriff. See attached Exhibit "C."
6. On June 29, 2012, the Sheriff transferred ownership of the former Caboodle Ranch animals to the ASPCA. The transfer agreement stated, among other things, that "the ASPCA may transfer ownership and/or custody of the animals to a third party in the sole discretion of the ASPCA." See attached Exhibit "D."
7. Accordingly, as of June 29, 2012, the ASPCA assumed legal ownership of the animals without restriction on its control over the care and disposition of the animals.

8. Notwithstanding the fact that the ASPCA had clear legal ownership of the animals and was never a party to the litigation, on August 9, 2012, this Court entered an Order Modifying Stay in Madison County Case No. 2012-214-CA.

9. The August 9, 2012 Order contained the following provisions applicable to the ASPCA:

- The ASPCA shall make a good faith effort to locate and identify the cats referenced in [Caboodle Ranch's July 25 Motion] (Tommy, Meatball, Toot, Snoop Dog, and Crackers) and to the extent such cats have not already been placed, such cats shall not be placed and remain with the ASPCA until further order of the court.
- No further animals shall be placed with other shelters without the prior permission of the court, except in the case of emergency. All placements shall be with individuals until further order of the court. The court understands that some animals have already been placed with other shelters prior to this order becoming effective.
- No animal shall be euthanized, except where euthanasia is recommended in writing by a licensed veterinarian, due to medical or veterinary necessity due to immediate suffering.
- The ASPCA will not decline an adoption of any animals based solely on a prospective adopter's association with Caboodle or Craig Grant, individually, or known opinions about the above styled case, court rulings, the ASPCA or PETA. Should the ASPCA wish to deny adoption to any such prospective adopter due to concerns of inadequate care or abuse, the animals which the prospective adopter wishes to adopt (no more than 3 animals per person) shall be reserved for that person pending a subsequent hearing if such a reservation and determination by the court is requested immediately in writing to the APSCA by the person who is declined placement.

(August 9, 2012 Order ¶¶ 2-5)

10. The ASPCA thereafter intervened in the case for the limited purpose of challenging this Court's August 9, 2012 Order Modifying Stay, on grounds that the Court lacked

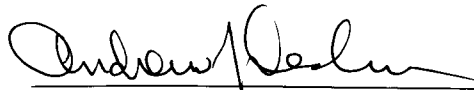
personal and subject-matter jurisdiction to restrict the ASPCA's care and disposition of the former Caboodle Ranch animals.

11. On September 18, 2012, with the agreement of the parties, the Court granted the ASPCA's Motion to Intervene.
12. At the hearing held on March 22, 2013, the parties had a full and fair opportunity to present their arguments on the ASPCA's Motion to Amend.
13. All four of the exhibits attached to this Order were admitted into evidence based on the stipulation of the parties.
14. Having heard the arguments and evidence presented, the Court finds that as of June 29, 2012, the ASPCA had clear title to and possession of the former Caboodle Ranch animals and was not a party to the litigation.
15. It being well-settled that a court can only bind the actions of a party, Chastain v. Uiterwyk, 462 So. 2d 1212, 1213 (Fla. 2nd DCA 1985), the Court agrees with the ASPCA that the August 9, 2012 Order should be amended to remove all references to the ASPCA.
16. Moreover, because the animals were no longer present within the territorial jurisdiction of the Court at the time of the August 9, 2012 Order, the Court also lacked *in rem* jurisdiction over the animals. See Hanson v. Denckla, 78 S. Ct. 1228, 1236, 2 L. Ed. 2d 1283 (1958).
17. In reaching its decision today, the Court finds that there is no merit to Caboodle Ranch's argument that the Court lacks jurisdiction to modify its August 9, 2012 Order, or that Caboodle Ranch's pending appeal of the June 22, 2012 Order Placing Animals operates as a stay on the proceedings before this Court.

**THEREFORE** it is **ORDERED** and **ADJUDGED** as follows:

- A. The August 9, 2012 Order is amended to remove any and all language that purportedly applies to the ASPCA. Specifically, paragraphs 2-5 of the August 9, 2012 Order are hereby stricken.
- B. Pursuant to Fla. R. Civ. P. 1.250(b), the ASPCA is hereby dropped as a party to this action. Should any remaining party seek reconsideration or further review of this order, the ASPCA will be allowed to intervene in these proceedings again, and may do so by filing and serving a notice so stating therein.
- C. All other prior Orders otherwise remain in full force and effect.

Done and Ordered this 16 day of April, 2013 in chambers at Madison, Madison County, Florida, nunc pro tunc March 22, 2013.



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ANDREW J. DECKER, III  
ACTING COUNTY JUDGE

Copies to:  
George T Reeves, Attorney for the Petitioner  
David Collins, Attorney for Caboodle Ranch, Inc.  
Lucas J. Taylor, Attorney for ASPCA



This agreement (this "Agreement") is entered into as of February 27, 2012 by and between The American Society for the Prevention of Cruelty to Animals, located at 424 East 92<sup>nd</sup> Street, New York, NY 10128 (the "ASPCA"), and the Hon. Ben Stewart, in his official capacity as the Sheriff of Madison County, Florida, (hereinafter the "Sheriff"), with offices located at 239 SW Pinckney Street, Madison, FL 32340-2470. The Sheriff and ASPCA may be referred to individually as a "Party" or collectively as "Parties."

### RECITALS

WHEREAS, it is anticipated that the Sheriff shall seize and take custody of approximately 700 cats and/or an unspecified number of dogs (the "Seized Animals") pursuant to a lawful court order on or about February 27, 2012 and that the custody of the Seized Animals shall be subsequently transferred by the Sheriff to the ASPCA.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Costs and Expenses Related to the Seized Animals. The Sheriff shall transfer the care and custody of the Seized Animals to the ASPCA. The ASPCA shall then bear all costs and expenses related to the care and custody of the Seized Animals. Such costs and expenses are anticipated to include, but are not limited to, costs and expenses associated with housing, feeding, veterinary care, and other costs and expenses. It is anticipated that such costs and expenses shall be borne by the owner of the Seized Animals. The ASPCA shall not seek reimbursement of such costs and expenses from the Sheriff or from Madison County. Any costs received by the Sheriff pursuant to an order of the court or negotiated settlement shall be immediately forwarded by the Sheriff to the ASPCA.
2. No Charge to Sheriff or County for Services. The Parties acknowledge and agree that the services to be provided by the ASPCA related to the care and custody of the Seized Animals are valuable and compensable; however, the ASPCA shall not charge the Sheriff or Madison County for the value of the services that it provides. It is anticipated that the value of such services shall be paid by the owner of the Seized Animals. Any costs received by the Sheriff pursuant to an order of the court or negotiated settlement shall be immediately forwarded by the Sheriff to the ASPCA.
3. Jurisdiction and Control of the Seized Animals. The ASPCA acknowledges and agrees that the Seized Animals are considered by the Sheriff to be evidence in a criminal investigation. While the Sheriff acknowledges and agrees that the ASPCA may transport and house the Seized Animals outside of Madison County, the ASPCA acknowledges that the Seized Animals remain subject to the control of the County Court, Third Judicial Circuit, in and for Madison County, Florida, and agrees that the Seized Animals will be returned to Madison County (i) pursuant to any lawful court order directing the ASPCA to do so or (ii) upon direction or authorization to do so by the State's Attorney.

4. Term. This Agreement shall be binding upon the Parties until the earlier of the following:
- The mutual written termination of this Agreement by the Parties; or
  - ASPCA (i) is advised by the Sheriff that the Seized Animals are no longer required in connection with any ongoing investigation or litigation and (ii) has lawful ownership of the Seized Animals.

5. Miscellaneous. This Agreement shall be binding upon the parties, their representatives, successors, administrators and assigns. This Agreement and the rights and obligations herein may not be assigned or delegated in whole or part by either of the Parties to any third party without the prior written consent of both of the Parties. This Agreement does not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between ASPCA and the Sheriff. No waiver of default by any Party hereto shall be implied from any omission by such Party to take action on account of any default. One or more waivers of any covenant, term or condition of this Agreement by a party shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of subsequent or similar acts by a party or parties. This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except on written consent of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

IN WITNESS WHEREOF, the Parties have, by their authorized agents, signed and delivered this Agreement as of the date of the last signature below.

THE AMERICAN SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS

BEN STEWART, IN HIS OFFICIAL  
CAPACITY AS THE SHERIFF OF MADISON  
COUNTY, FLORIDA

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

IN THE COUNTY COURT, THIRD JUDICIAL CIRCUIT,  
IN AND FOR MADISON COUNTY, FLORIDA.

The Hon. BEN STEWART, in his  
official capacity as the Sheriff  
of Madison County, Florida,

TIM SANDERS, CLERK

*April Herding* DC

Petitioner,

vs.

CASE NO. 2012-25-CC

CABOODLE RANCH, INC.,  
a Florida not-for-profit corporation,

Respondents.



**ORDER PLACING ANIMALS**

THIS CAUSE having come before the court on the petition of the Petitioner, the Hon. BEN STEWART, in his official capacity as the Sheriff of Madison County, Florida, (hereinafter the "SHERIFF") and the Respondent, CABOODLE RANCH, INC., a Florida not-for-profit corporation, (hereinafter "CABOODLE") and the court having considered the matters presented and being fully advised in the premises finds as follows:

1. This is an action for the custody, control and disposition of animals pursuant to § 828.073, Fla.Stat.
2. The court has jurisdiction over the subject matter of and parties to this action.
3. On or about February 27, 2012 ("date of seizure"), the SHERIFF seized and took custody of certain animals (hereinafter the "ANIMALS").
4. By stipulation of the parties, a portion of the ANIMALS have previously been released and are no longer subject to this action. The remaining ANIMALS (hereinafter the "CABOODLE ANIMALS") are being held by the SHERIFF pursuant to the order of the court in



the presently pending criminal case of *State of Florida v. Craig Allan Grant*, Case No. 2012-39-CF, in the Circuit Court of the Third Judicial Circuit in and for Madison County, Florida (the "CRIMINAL CASE").

5. By stipulation of the parties, at the time of the above seizure, CABOODLE was the owner of the CABOODLE ANIMALS.

6. On May 3, 2012, May 4, 2012 and May 21, 2012, the court held a hearing pursuant to § 828.073(2), Fla.Stat., to determine the custody and control of the CABOODLE ANIMALS. At such hearing, the SHERIFF was represented by GEORGE T. REEVES, Esq., and CABOODLE was represented by DAVID W. COLLINS, Esq.

7. At the above hearing, the initial burden was on the SHERIFF to show that the CABOODLE ANIMALS were not receiving proper and reasonable care. Once this showing was made by the SHERIFF, the burden shifted to CABOODLE to show that CABOODLE was able and fit to have custody of and provide adequately for the CABOODLE ANIMALS. These burdens are set out by statute as follows:

If the evidence indicates a lack of proper and reasonable care of the animal, the burden is on the owner to demonstrate by clear and convincing evidence that he or she is able and fit to have custody of and provide adequately for the animal.

§ 828.073(6), Fla.Stat.; *See also, Brinkley v. County of Flagler*, 769 So.2d 468, 473 (Fla. 5th DCA 2000) ([W]e interpret the statute to require initial proof of lack of care and it is only after that evidence is sufficiently presented does the burden then shift to the owner to demonstrate fitness.").

8. At the close of the SHERIFF's case in chief, the evidence presented up to that point, at a minimum, indicated a lack of proper and reasonable care of the animals sufficient to shift to CABOODLE RANCH the burden to demonstrate by clear and convincing evidence of its

ability and fitness to have custody of and provide adequately for the animals. While § 828.073(6), Fla.Stat. does not indicate that the SHERIFF would be required to present clear and convincing evidence indicating a lack of proper and reasonable care of the animal, the SHERIFF announced the belief that such quality of evidence is the burden of production required of the SHERIFF by the statute. Accordingly, in an abundance of caution, the Court does make that determination and finds that the evidence presented by the SHERIFF indicated, clearly and convincingly, that the CABOODLE ANIMALS were not receiving proper and reasonable care while in the custody of CABOODLE.

9. At the above hearing, and after presentation of the SHERIFF's case in chief, CABOODLE did not thereafter demonstrate, by clear and convincing evidence, that CABOODLE is able and fit to have custody of and provide adequately for the CABOODLE ANIMALS.

10. It is the finding of the Court, therefore, that CABOODLE is not able and fit to have custody of the animals. The Court bases its ruling upon the totality of the facts, including but not limited to the following facts:

a) That in its application to Madison County seeking a permit for an excess animal habitat ("E.A.H.") signed on December 27, 2011, CABOODLE sought authorization for 600 animals.

b) That at the time of the E.A.H. permit application CABOODLE indicated to Madison County authorities that there were 400 cats existing on its property.

c) That on the date of the seizure there were over 600 cats on the CABOODLE property, not counting those released after the date of the seizure, all of which were seized.

d) That prior to the date of seizure, CABOODLE had been advised by one or

more veterinarians that emaciated and seriously ill cats should immediately be transported to a veterinarian.

e) That prior to the date of the seizure, CABOODLE had been advised by one or more veterinarians and the county animal control officer that the sick ward should not allow for the free ingress or egress of animals from the sick ward to remaining portions of the property.

f) That prior to the date of the seizure there was not a sufficient identification and veterinary care record keeping system in place. CABOODLE never adequately explained, if at all, why or how it reported 400 cats on or about the date of the permit application when in fact it had over 600 cats in its possession on the date of the seizure. CABOODLE's own veterinarian testified that the number of animals on the CABOODLE property on the date of the seizure significantly exceeded the limits he had recommended to CABOODLE prior to the permit application. CABOODLE never presented an explanation as to why it exceeded its own veterinarian's recommendation in that regard.

g) That CABOODLE depended upon a continuing influx of new animals for its financial survival. It is more likely than not that CABOODLE would continue to fail to abide by the recommendations of its own veterinarian regarding population limitations if the animals were returned.

h) That on the date of the seizure and despite the best efforts of its veterinarian, less than 200 of the animals had any veterinarian records.

i) According to the standards of the Association of Shelter Veterinarians, and based upon there being over 600 animals, CABOODLE should have been staffed by at least 18 persons working 8 hours per day 365 days per year. The evidence indicates that the operation at CABOODLE was managed by a few full time employees and volunteers who would travel to the

location and help from time to time.

j) On the date of the seizure there existed an access to and from the sick ward by any CABOODLE animal, sick or not. Additionally, fence line contact was allowed between the animals supposedly confined to the sick ward and other animals. Sick animals were not adequately isolated despite earlier recommendations to the contrary. No explanation was given for the continued allowance of free contact between the general population of animals and those animals that apparently should have been confined in a sick ward.

k) That on the date of the seizure the sick ward was in a significantly deteriorated state indicating serious neglect of that building and its occupants. Numerous animals in the sick ward were observed on the date of seizure in desperate need of veterinary attention. Animals were observed having difficulty breathing and constantly sneezing. Many of the animals were lethargic. The litter boxes were full of feces and feces were smeared on the floor. The smell in the room was extremely noxious. The windows were smeared with mucus and blood. CABOODLE argued that testimony and photographs of these disturbing conditions present only a "snapshot" in time and do not discount the possibility that these conditions simply existed between routine and regular cleanings. CABOODLE, however, presented no credible testimony that might support the notion that the condition of the sick ward on the date of the seizure was somehow to be expected and not preventable by timely recurring cleanings. It is clearly not reasonable to conclude that the condition of the sick ward depicted in the testimony and photographs was a result of anything but a failure by CABOODLE to reasonably, properly and timely maintain that facility. Additionally, according to the testimony of the animal control officer, the sick ward was designed such that no more than 12 sick animals should have been allowed in the sick ward. On the date of the seizure there were over 30 animals found in the sick

ward, none of whom were properly isolated from the remaining animals.

l) That on the date of the seizure, buildings other than the sick ward contained similar deteriorated conditions indicating a neglect of both the animals and the facility. In the General Store animal feces and vomit were on the floor. Cats were sneezing and having difficulty breathing. The building smelled of urine and feces. Litter boxes were excessively full of feces. In at least one location 50 or 60 animals were sharing 8 litter boxes, an insufficient amount for that number. Feces were smeared on the wall. One cat in the General Store (not in the sick ward) was soaked in urine and feces and could not stand. Other cats in that building had their eyes shut and some were in pain. The caretaker's residence even had animal feces on its floor and furniture.

m) On the date of seizure of the animals, a sufficient number of animals needing immediate veterinary attention were present on the premises of CABOODLE indicating either one of two conclusions. CABOODLE had either taken possession of the critically ill animals immediately prior to the date of the seizure with no reasonable opportunity to transport the animals for immediate veterinary care prior to the seizure (suggested as a possibility by CABOODLE in argument); or CABOODLE simply failed to act reasonably and present these animals for immediate veterinary care. Either way the indications are that CABOODLE was not acting in a manner that indicated an ability and fitness to possess the over 600 cats in its possession. Even if CABOODLE had no reasonable chance to get the observed seriously ill cats to a veterinarian at the time of the seizure, CABOODLE was not fit or able to care for such cats given its current overflowing population at that time and inability to even identify the animals or maintain current medical records of that population. It was not reasonable for CABOODLE to have taken such seriously ill cats into its care under the circumstances, particularly where the

remaining population was exposed to any and all communicable illnesses suffered by these or other animals. The Court does note that no evidence was presented that would indicate that CABOODLE had recently taken in the number of seriously ill animals that were found on the date of the seizure.

n) The Court finds persuasive the opinion testimony of Dr. Julie Levy, Professor of Veterinary Science at the University of Florida, an expert in veterinary medicine and sheltering of animals. It was her opinion that, despite there being no indications of any cruelty or failure to provide adequate food or water, the animals at CABOODLE were not receiving reasonable and appropriate care.

11. The Court notes that the evidence indicates that the idea and concept of CABOODLE was a noble one, and that those involved seemed sincerely intent on providing a unique and humane alternative to other traditional animal shelters. Nonetheless, CABOODLE is clearly and substantially lacking in the resources, ability, skill, and (most importantly) willingness to follow expert veterinary advice essential to an operation dedicated to the care of such a large and apparently ever-growing number of animals it seemed intent on sheltering.

THEREFORE it is hereby ORDERED and ADJUDGED as follows:

1. Pursuant to § 828.073(4)(c)(1)(b), Fla.Stat., the CABOODLE ANIMALS are remanded directly to the custody of the SHERIFF to be disposed of as the SHERIFF sees fit. CABOODLE shall have no further right, title or interest in the CABOODLE ANIMALS.

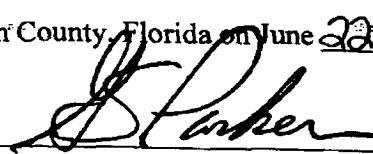
2. Pursuant to § 828.073(4)(c)(3), Fla.Stat., CABOODLE is hereby enjoined from hereafter possessing or having custody of live animals. Provided, this injunction is subject to change, modification or termination, upon petition by CABOODLE. Upon receipt of such petition, the court will hold a hearing and should the evidence show that CABOODLE can

properly assume care of animals in a responsible manner this injunction shall be appropriately modified or terminated. *See, Brinkley v. County of Flagler*, 769 So.2d 468, 472 (Fla. 5th DCA 2000).

3. Pursuant to § 828.073(4)(c)(2), Fla.Stat., the court shall hold a separate hearing to address the possible assessment of costs of the care of the CABOODLE ANIMALS, against CABOODLE.

4. The CABOODLE ANIMALS are presently under the control of the court in the CRIMINAL CASE. Therefore, the CABOODLE ANIMALS shall not be released to the SHERIFF until and unless the court, in the CRIMINAL CASE, or the State's attorney, in the CRIMINAL CASE, authorizes such release.

DONE and ORDERED in chambers at Madison County, Florida on June 22nd, 2012.

  
\_\_\_\_\_  
Greg Parker  
Acting County Judge

Copies to:

George T. Reeves  
Post Office Drawer 652  
Madison, Florida 32341

David W. Collins  
Post Office Box 541  
Monticello, Florida 32345

Gary E. Brown  
8855 141st Lane  
Live Oak, Florida 32060-6357

This certifies copies were  
furnished on: 6/22/12  
By: Maday JA



## OFFICE OF THE STATE ATTORNEY THIRD JUDICIAL CIRCUIT OF FLORIDA

Robert L. Jarvis, Jr., State Attorney

*Serving the Counties of Suwannee, Hamilton, Dixie, Lafayette, Taylor,  
Madison and Columbia*

100 S.E. Court St.  
Live Oak FL. 32064  
(386) 362-2320  
FAX (386) 362-5370

June 25, 2012

Sheriff Ben Stewart  
Madison County Sheriff's Office  
2364 West US 90  
Madison, FL

Re: State v. Craig A. Grant  
Case No. 12-39-CF



Dear Sheriff Stewart:

Judge Greg Parker has entered an order in the civil case concerning the animals seized from the Caboodle Ranch and as such has forfeited custody of these same animals from the custody of Caboodle Ranch and specifically Craig Grant. Because of this, the Criminal Court and State now have jurisdiction over the outcome of their custody. Therefore, it is the intent of the State to release the animals seized in the above case to the custody of the Madison County Sheriff's Office.

Should any of these same animals require humane euthanization based upon authorized veterinary opinion, please feel free to give this approval. Additionally, please feel free to give authorization to the ASPCA to place any of these animals in the adoptive homes of their choice.

If you have any questions or concerns, please feel free to contact me.

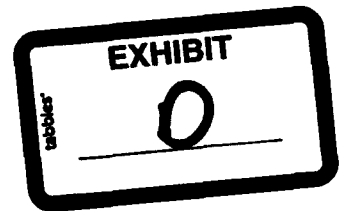
Sincerely,

Karen D. Hatton  
Assistant State Attorney in Charge

Cc: David Collins, Defense Counsel  
Court File  
Adam Leath, ASPCA



Transfer of Ownership to ASPCA of Animal(s)  
Surrendered to Law Enforcement



Name of Law Enforcement Agency: Madison County Sheriff's Office

Address: 823 SW Pinckney St. Madison, Florida 32340

Number of cats: 653 adults, 38 kittens Description: Domestic Shorthair, Medium Hair, and Long Hair

Number of dogs: 2 Description: White, male, Great Pyrenees

The law enforcement agency named above ("Law Enforcement") acknowledges that its signature on this agreement relinquishes all claims of ownership to the animals described above and in the annexed animal inventory list, which is incorporated and made a part of this agreement. No Law Enforcement representative, nor any agent of Law Enforcement acting on its behalf, may assert present and/or future claims, suits or otherwise against the American Society for the Prevention of Cruelty to Animals (ASPCA) with respect to these animals. I understand that the ASPCA will not return these animals to me, once I surrender them, under any circumstances, unless otherwise approved by the ASPCA. I am also aware that any animals surrendered to the ASPCA may be humanely euthanized if behavioral and/or medical problems render the animal(s) unsuitable for adoption, and the ASPCA may transfer ownership and/or custody of the animals to a third party in the sole discretion of the ASPCA.

Authorized Representative of Recipient

Signature: Adam W. Leath

Print Name: Adam W. Leath SE Regional Director, ASPCA's  
Field Investigations and Response Team

5/24/05 VP HHS  
USDA  
Adm

Authorized Representative of Law Enforcement Agency

Signature: Benjamin J. Stewart

Print Name: BENJAMIN J. STEWART