

# PROBABLE CAUSE AFFIDAVIT

Test (Cont)  
ce to  
year (Cont)

3. Arrest Affidavit  
4. Complaint Affidavit  
5. Request for Capias

5

Juvenile

N

Case Number

Agency ORI Number FL0400000

Agency Name

MADISON CO SHERIFF'S OFFICE

Agency Report Number

12-09-0260

Location of Offense (Business Name, Address) 711 SE BENCHMARK DRIVE, LEE, FLORIDA 32059

Date of Offense 09/06/2011

Date of Arrest

Name (Last, First, Middle)

GRANT

CRAIG

A

Alias

Race W - White 1 - American Indian  
B - Black O - Oriental/Asian

Sex W

Date of Birth or Age M 04/05/1948

63

Height 511

Weight 160

Eye Color BRO

Hair Color GRY

Complexion LT

Build MED

Address (Street, Apt. Number) 711 SE BENCHMARK DRIVE (City) LEE (State) FL (Zip) 32059

Phone 000 00000000

1. Parent 2. Legal Cust Name of Parent or Custodian (Last, First, Middle)

3. Other

Residence Phone

Address (Street, Apt. Number) (City) (State) (Zip)

Business Phone

Notified By: (Name)

Date

Time

Juvenile Disposition

1. Handled/Processed Within Dept. and Released

2. Turned Over to HRS/CYF

3. Incarcerated (County Jail)

Released to: (Name)

Relationship

Date

Time

Activity

N. N/A

S. Sell

B. Buy

R. Smuggle

D. Deliver

K. Dispense / Distribute

M. Manufacture / Produce / Cultivate

Z. Other

Drug Type

N. N/A

A. Amphetamine

B. Barbiturate

C. Cocaine

E. Heroin

H. Hallucinogen

M. Marijuana

O. Opium / Deriv.

P. Paraphernalia / Equipment

S. Synthetic

U. Unknown

Z. Other

Charge Description

ANIMAL CRUELTY

Counts

4

☒ F.S.

☐ Ord.

Statute Violation Number

828

13

Violation of Section (ORD)

Activity

Drug Type

Amount/Unit

State Attorney Number

Court Number

☐ PC

☐ Capias

☐ AC

☐ BW

☐ FW

☐ PW

☐ Juv. PU

☐ Citation

Date Issued

☐ Writ. Att.

☐ Domestic Viol. Inj.

☐ Order of Arrest

Charge Description

Counts

☐ F.S.

☐ Ord.

Statute Violation Number

Violation of Section (ORD)

Activity

Drug Type

Amount/Unit

State Attorney Number

Court Number

☐ PC

☐ Capias

☐ AC

☐ BW

☐ FW

☐ PW

☐ Juv. PU

☐ Citation

Date Issued

☐ Writ. Att.

☐ Domestic Viol. Inj.

☐ Order of Arrest

Charge Description

Counts

☐ F.S.

☐ Ord.

Statute Violation Number

Violation of Section (ORD)

Activity

Drug Type

Amount/Unit

State Attorney Number

Court Number

☐ PC

☐ Capias

☐ AC

☐ BW

☐ FW

☐ PW

☐ Juv. PU

☐ Citation

Date Issued

☐ Writ. Att.

☐ Domestic Viol. Inj.

☐ Order of Arrest

The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named Defendant committed the following violation of law:

On the 6 day of SEPTEMBER 2011 at (Specifically includes facts constituting cause for arrest.)

## NARRATIVE:

Mr. Craig A. Grant, founder, overseer and president, of Caboodle Ranch, Inc, located at 711 SE Benchmark Drive, Lee, Florida, an alleged cat rescue and sanctuary, did then and there unlawfully and unnecessarily fail to provide the veterinary intervention necessary to alleviate the suffering that he (Grant) creates both through his (Grant) actions (actively amassing a number of cats) and his (Grant) inactions (his (Grant) failure to provide necessary veterinary treatment when animals become sick). Also, the described "sanctuary" continues to fail to provide an acceptable standard of care in order to ensure humane treatment of the animals in his (Grant) custody.

P.C. Exists for Charge(s)

Judge's Signature

Date

☐ Miranda

Hold for Other Agency

Verified By

Date

Bond: Charge #

Bond: Charge #

Bond: Charge #

Adults Only

☐ Hold for First Appearance

Do Not Bond Out.

Reason:

Bond 1. ROR

3. Surety

5. Cert

Type 2. Cash

4. Bail/Bond

6. Other

Type

Type

Type

I swear/affirm the above and reverse and attached statements are true and correct.

Sworn to and subscribed before me, the undersigned

authority this

17th day

Returnable Court Date

Returnable Court Time

☐ A.M.

☐ P.M.

Release Date

Release Time

☐ A.M.

☐ P.M.

Releasing Officer

Page

of

Officer's/Complainant's Signature

of

17th day

Returnable Court Date

Returnable Court Time

☐ A.M.

☐ P.M.

Release Date

Release Time

☐ A.M.

☐ P.M.

Releasing Officer

Page

of

Name (Printed)

ID. No./Dist.

Name/Title of Person Authorized to Administer Oath



4. Beginning on September 6, 2011, I have volunteered at Caboodle Ranch, Inc. ("Caboodle"), 711 SE Benchmark Dr., Lee, FL 32059-6038. According to its web site, Caboodle is a cat rescue sanctuary. Caboodle is operated by its founder and president, Craig Grant (hereinafter, "Grant"), with whom I have had frequent personal contact while volunteering. On February 6, 2012, Caboodle corporate officer Nanette Entriiken (hereinafter, "Entriiken") indicated to me that she would be housing those of Caboodle's cats requiring the most care, as well as operating Caboodle's office, in her new home just west of Caboodle's western-most driveway off of Benchmark Drive. So far, I have volunteered at Caboodle on ~~60~~ 72 days, typically from about 10:30 a.m. to about 4 p.m. I captured photographs and video recordings pertaining to many of the observations I describe below. All dates that follow are in 2011 unless stated otherwise.

5. During my time as a volunteer at Caboodle, I observed the condition of a black and white cat, whom I named Lilly and whose right eye was severely injured, decline beginning on September 17, until Lilly died in Grant's custody on or about January 31, 2012. Grant denied this cat veterinary examination and care and repeatedly refused my suggestions that Lilly receive veterinary care as well as my offers to drive the cat to Madison Veterinary Clinic for treatment and take custody of Lilly to provide the cat with veterinary examination and care. On September 17, I found that pink tissue covered Lilly's right eye of Lilly and that the cornea was virtually invisible. That day, I brought Lilly's condition to the attention of Grant. On September 19, I found that Lilly remained in a similar condition, with a virtually-invisible right cornea and pink, severely-irritated-appearing right eye surrounded by fur stained pink with discharge. On October 1, I found a red mass on Lilly's severely-inflamed, vividly-red right eye, and that the surrounding tissue remained swollen. On October 4, I found that Lilly remained in a similarly-severe condition. The same day, I described Lilly's condition to Grant, who claimed to be treating the cat, but did not specify how and quickly changed the subject. On October 6, I found that Lilly's severely-swollen eye had black matter and other debris stuck to it and was oozing discharge and surrounded by inflamed tissue. On October 14, I showed Lilly's condition to Grant, who claimed that he was giving the cat "eye stuff" and that the cat would "probably" have to have the right eye removed. On October 15 and 17, I found that Lilly remained in a similarly-severe condition. On October 17, I placed the cat in a crate and called Grant's attention to Lilly's condition. As Grant looked at Lilly, I told him that I thought Lilly needed to be brought to a veterinarian. Grant appeared unconcerned, replied, "Soon, yeah" and claimed that he was "told"—by an unspecified party—to put drops in Lilly's eye, but admitted that he did not know where he had left the drops. I found an unopened box and bottle of Tobramycin drops, whose label contained no information indicating by and for whom it was prescribed, and showed it to Grant, who confirmed this was the medication to which he was referring. At Grant's instruction, I put two drops of the drug into Lilly's affected eye. On October 18, I found that Lilly remained in a similarly-severe condition. At Grant's instruction, I put two drops of Tobramycin into Lilly's affected eye. On October 20, I found that Lilly remained in a similarly-severe condition. On October 24, I was unable to find Lilly and asked Grant about the cat's whereabouts. Grant claimed that Lilly's condition had improved and that he thought (s)he would regain vision in the eye. That day, Grant told me that he once had a cat whose condition was "so bad, both eyes looked like volcanoes." Grant told me that he was



"scared" that he was "going to get in trouble" for that cat's condition. Grant stated that an unidentified veterinarian—when (s)he examined cats in such conditions as Lilly and this second, unidentified cat—always wanted to remove the affected eye(s) or euthanize the animal. Instead, Grant told me, one could "wait," and "as terrible as it is," eyes in a condition similar to that of Lilly's would heal, apparently on their own, and regain vision. I understood Grant's comments to mean that he never intended to—nor would he—provide Lilly with veterinary care. On November 2, I found Lilly in a similarly-severe condition and brought Lilly to Grant, who observed the cat's face and replied, "Oh yeah, clean her up with some wet naps." Given that I knew of no "wet naps" at Caboodle, I understood Grant to be instructing me to apply Clorox wipes to Lilly's inflamed, irritated eye. After Grant used his thumb to wipe a large amount of green discharge from Lilly's right eye, I used a wet paper towel to gently clean the area around Lilly's right eye. On November 3, I brought Grant to observe Lilly's severe condition and offered to take the cat to a veterinarian for him. Grant replied, "Why," did not accept the offer, removed Lilly from the crate, picked at and wiped the cat's eye with his fingers and dropped Lilly back into a crate. Grant handed me an unopened tube of Terramycin and told me to apply it to Lilly's right eye, which I did. On November 5, I found that Lilly remained in a similarly-severe condition and, at Grant's instruction, put Terramycin on the cat's right eye. On November 7, 8, 10, 15 and 19, I found that Lilly remained in a similarly-severe condition. On November 15, Dr. John Lewis, of Madison Veterinary Clinic, visited Caboodle—to my knowledge, only to generally observe conditions there and not examine or prescribe treatment for individual animals—and entered the trailer where Lilly was kept but, to my knowledge, did not address Lilly's condition. I do not know if Dr. Lewis saw Lilly. On November 28 and 29, I found that Lilly's right eye appeared clouded. On December 1, Grant told me that he wanted to show her how much better Lilly—whom Grant referred to as the cat with the "bad eye"—was doing. I saw that Lilly's right eye remained in a similar condition and was grey and asked Grant if Lilly could see with the eye; Grant mumbled something indecipherable in reply. On December 5, 8, 12 22, and 31 and January 3 and 13, 17 and 24, 2012, I found that Lilly remained in a similar condition. On January 26, 2012, I found that Lilly—whose right eye was cloudy—appeared depressed inside Caboodle's so-called sick ward trailer. On January 28, 2012, I found that Lilly was missing fur, exposing scaly and cut skin. On January 30, 2012, I found that Lilly was non-responsive and cold; that she had nasal discharge and that the fur around her mouth was wet; and that Lilly was breathing through her mouth. I offered Lilly, who appeared to weak to hold her head up without my help, water, in which she showed no interest. On picking up the cat while cleaning, I found that Lilly felt lifeless. When I offered to Grant that day to take Lilly and provide her with veterinary care, Grant told me, "she's dying" and that he was "working on her." I told Grant that I did not want Lilly to die and reiterated my offer, which Grant accepted, but shortly thereafter, Grant told me that he might take Lilly to Madison Veterinary Clinic, which he said he would be visiting later. Later on January 30, 2012, Grant told me that he was going to bring Tommy, a cat, and "the other guy" to Madison Veterinary Clinic the following day. I asked Grant if he was referring to Lilly; Grant affirmed that he was. I asked Grant if he was certain that he did not want me to take Lilly home that evening; Grant did not respond. I repeatedly told Grant that he needed to take Lilly to a veterinarian. Grant reiterated that he would "work" on Lilly that evening. On January 31, 2012, upon my arrival at the facility at about 10:30 a.m. Grant told me that



Lilly "didn't make it" and had "died at 8" that morning. To my knowledge, Grant did not provide Lilly with licensed veterinary care and examination between the time I left Caboodle on January 30, 2012 and Lilly's death. Later on January 31, 2012, I asked Grant if I could have Lilly's remains; Grant gave me what he indicated were Lilly's remains, in a garbage bag. I immediately left Caboodle with this garbage bag. After leaving Caboodle, I opened the bag and found the remains of Lilly inside. I drove the remains to my home, where I put them, and the garbage bag they were given to me in, inside two additional garbage bags. I tied the bags shut. I taped the outermost bag closed with duct tape. I taped around the outermost bag and wrote my initials on that tape. I put Lilly's remains in my refrigerator, where they stayed in my possession, overnight into February 1, 2012. On February 1, 2012, I put Lilly's bagged, undisturbed remains on ice, in a cooler, and transported them to Spartanburg (S.C.) Humane Society. There, I transferred custody of Lilly's remains to Dr. Dana Miller, so that a necropsy and other tests could be performed.

6. During my time as a volunteer at Caboodle, I observed the severe condition of a brown tabby cat decline on November 28, whom Grant told me on December 1 "didn't make it." To my knowledge, Grant denied this cat veterinary examination and care; he rejected my suggestion that (s)he be rushed for emergency veterinary care and ignored my repeated expressions of concern for the cat's dire condition. On November 28, I found this cat lying on a floor at Caboodle; the cat was cold, unresponsive to touch, had green discharge oozing from the nose, and was breathing from his or her mouth. I picked the cat up and, noting that (s)he was limp in my arms, called out to and searched for Grant. I found Grant inside his so-called sick ward trailer, brought the cat to Grant and told him that I believed the cat needed urgent care at Madison Veterinary Clinic—which Grant had stated he was visiting that very day. Grant took the cat from me and wiped a Clorox wipe cloth across the cat's nose and near or on his or her eyes. Grant told me that he had been "treating" this cat and needed to provide the animal—whom, to my knowledge, had not been examined by a veterinarian for this condition—with Clavamox and "doxy." Despite repeatedly expressing my concern for the cat's dire condition, Grant left the cat lying near him and proceeded to discuss various projects he was working on and other cats in the room. Later that day, I found that this cat remained in a similarly-severe condition; the cat was laboring to breathe through the mouth, was cold and minimally responsive to touch and showed no interest in the food or water I offered to him or her. On November 29, I looked for—but was unable to locate—this cat at Caboodle, including in the so-called sick ward trailer where Grant had left him or her a day earlier. On December 1, Grant told me that this cat "didn't make it." To my knowledge, the cat died at Caboodle without receiving licensed veterinary examination and care for his or her condition(s).

7. During my time as a volunteer at Caboodle, I observed the severe condition of a white kitten, with an apparent severe upper respiratory infection, decline between October 11 and October 25. To my knowledge, Grant denied this cat veterinary examination and care until (s)he died in his custody prior to November 10. On October 11, I found this small white kitten—whose eyes were sealed shut with dried discharge—in a cat house alongside the path that runs through Caboodle. I brought the kitten to Grant, who claimed to be aware of the animal's presence and to have put the kitten in another cat house earlier that day with a nursing calico cat and three other kittens. On October 13, I found that this



kitten's right eye was sealed shut with dried discharge and was surrounded by swollen, pink tissue. I brought the kitten to Grant, whom I found wiping another cat's ears with a Clorox wipe. I saw Grant, who stated that he needed to obtain more "eye stuff," take that very Clorox wipe and rub it against and across the kitten's irritated, apparently-infected eye. When I suggested to Grant that applying the product to the kitten might be harmful, he did not respond, but instead began manually picking the dried discharge from the kitten's eye. Grant then licked his thumb and roughly picked at and wiped the kitten's eye with it. I heard the kitten cry out loudly as Grant roughly handled the animal. On October 14, I found that this kitten's eyes were again sealed shut with extensive, dried brown discharge. After removing the discharge with a wet paper towel, I brought the kitten's condition to the attention of Grant, who told me to apply "eye stuff" to the kitten's eyes. I found that Grant was referring to a bottle of Tobramycin Ophthalmic Solution which—despite being labeled "Rx only"—was not labeled as having been prescribed by anyone, for any individual animal. I followed Grant's instruction and placed a drop of the solution into each of the kitten's eyes. On October 15, I found dried discharge in the corners of both this kitten's eyes and, at Grant's instruction, placed a drop of Tobramycin in each eye. On October 17, Grant instructed me to move this kitten—and the adult cat and three kittens with whom (s)he was housed—into a crate in his so-called sick ward trailer; I complied. On October 25, I found that this kitten's eyes were sealed shut with discharge and appeared swollen. I brought my observation to the attention of Grant. I saw Grant only roughly wipe the kitten's eyes. Later that day, I offered to care for the kitten as Grant left the premises; Grant did not accept my offer. On November 10, I found that this white kitten was missing from the crate in which (s)he had been kept with an adult cat and three other kittens. When I asked Grant about the kitten's whereabouts, he replied causally, "Oh yeah, he died," and added that the kitten had bad eyes. To my knowledge, the cat died at Caboodle without receiving licensed veterinary examination and care for his or her condition(s).

8. During my time as a volunteer at Caboodle, I observed the condition of a grey cat, whom I named Grey and whose right eye was severely injured, decline beginning on November 5. Grant denied this cat veterinary examination and care for nearly two months and dismissed my concern for the cat's condition. On November 5, I found that Grey was breathing through congestion and had dark discharge from the left eye, on the nose and from his or her mouth. On November 26, I found that this cat remained in a similar condition, with squinted and nearly-shut eyes, visible and pink nictitating membranes and dried brown ocular discharge. On December 3, I found that Grey had brown discharge coming from his or her squinted eyes; Grey's nictitating membranes were extended and one was red. On December 6, I found that Grey remained in a similar, obviously-ill condition. On December 10, I found that Grey's condition remained severe; the cat's left eye was virtually shut and, on inspection, pink, inflamed and watery. On December 12, I found that Grey remained in a severe condition and brought Grey to Grant's attention. When I asked Grant what should be done for Grey, Grant replied "the eye is fine" and claimed to have been putting "eye stuff"—apparently without having any medication prescribed for the cat—in Grey's eye. I found that Grey's left eye was squinted, red, and oozing discharge, which drained onto the surrounding fur. On December 13, I found that Grey remained in a similarly-severe condition; the cat's left eye appeared irritated and watery, and the cornea appeared to be largely red, with a grey area at its center. On



December 15, I found that Grey—whose left eye was severely inflamed—was among approximately seven cats outside a gate to Caboodle, which was left open for the duration of my time at the facility that day. Later that day, Grant told me that he thought that the cat's eye was "shaping up." On December 17, I found that Grey's left eye remained in a similarly-severe, inflamed condition. Later that day, Grant told me to crate Grey "out of plain view"; I suspected that Grant did not want visitors to Caboodle to see Grey's condition. On December 20, I found that Grey remained in a similarly-severe condition; the cat's left eye was remarkably red and had a pin-sized hole in the cornea. On December 22 and 26, I observed that Grey was in a similarly-severe condition. On December 28, I heard Dr. Lewis—briefly visiting Caboodle in apparent support of Grant's application for a permit under county law—tell Grant that Grey's left eye had to be removed because an ocular ulcer related to an upper respiratory infection had ruptured. On December 29, at Grant's instruction, I transported Grey to Madison Veterinary Clinic. On December 31, I found that Grey—whose left eye appeared to have been removed and was sutured shut—was housed in a kennel at Caboodle with an orange and white cat who was growling and repeatedly swiping at Grey's face. I told Grant about my observation; he said that Grey could be let out of the kennel, which I did. Later that day, I found small insects on Grey's sutured eye. That day, Grant did not indicate that Grey's wound needed to be cleaned or if Grey was receiving antibiotics. On January 3 and 13, 2012, I found that Grey's wound remained sutured. On January 16, 2012, Grant told me that he was taking Grey to Madison Veterinary Clinic to have the sutures removed. On January 21, 2012, I found Grey loose at the facility; the sutures appeared to have been removed. On January 26, 2012, I found Grey in a similar condition. To my knowledge, Grey is still at Caboodle.

9. During my time as a volunteer at Caboodle, I documented the severe upper respiratory infections and other ailments of three kittens—whom I named Luna, Felix and Bronson—born at Caboodle in early October. To my knowledge, Grant denied these kittens—believed to be siblings of the above-described white kitten—licensed veterinary examination and treatment for approximately six weeks before giving them to me. I took the kittens to the University of Florida (UF) Small Animal Hospital immediately after I was given the animals. Despite intensive care, one of the kittens, Luna, was euthanized on a veterinarian's recommendation two days later in light of her declining, severe condition. On November 21, I offered to Grant to take the kittens. That day, Grant accepted the offer and told me that he thought that one of the kittens, whom I would later name Luna, "might die." Immediately after leaving Caboodle on November 21, I drove the three kittens directly to the UF Small Animal Hospital in Gainesville, Fla., where the animals were admitted as emergency patients and examined by veterinary student Katie Malensek and Dr. Cristina Flamini. Dr. Flamini concluded that the kittens "appeared depressed, dehydrated and slightly underweight for their age"; had "nasal and ocular muco-purulent discharge"; had "a mild amount of otitis externa"; had "flea infestation"; had "likely ... intestinal parasite infestation"; "seem to be affected by a common feline disease caused by a group of viruses and bacteria, commonly referred to as Feline Respiratory Disease Complex"; and had "conjunctivitis." On November 21 and 22, I administered medications and care to the kittens per Dr. Flamini's instruction. On November 23, I administered medications and care to Luna, Felix and Bronson, per Dr. Flamini's direction. That evening, I observed that Luna showed lethargy, was listless and depressed, and showed no



interest in food. After observing the cat pass an apparent tapeworm and begin laboring to breathe through her mouth, I rushed Luna to the UF Small Animal Hospital. There and into early on the morning of November 24, Luna was cared for by Dr. Owen Skinner, who found Luna to be cold, non-responsive, and pale, with a low heart rate and severe shortness of breath; Dr. Skinner put the kitten's chance of survival at 50-50. Dr. Skinner diagnosed Luna as suffering from "[f]lea/parasite induced anemia/hypoglycemia/hypothermia exacerbated by upper respiratory disease." Despite repeated administrations of dextrose to raise Luna's blood sugar level and being warmed with heating pads, Luna's condition further deteriorated. After consultation with Dr. Skinner, Luna was euthanized. On November 24, I continued to administer medications and care to Felix and Bronson, per Dr. Flamini's direction. After hearing Bronson coughing, I went to the UF Small Animal Hospital and discussed my observations with Dr. Flamini, who prescribed pyrantel, a deworming agent, for Felix and Bronson. Between November 25 and December 2, I continued to care for Felix and Bronson, per Dr. Flamini's directions. On December 2, I called the UF Small Animal Hospital to inquire about the kittens' continued use of Clavamox, their initial prescription of which was to be discarded after 10 days. That day, Dr. Gareth Buckley told me that the kittens should receive Clavamox for seven more days and issued me a new prescription for the drug, which I picked up and began administering. Only on December 3 did Grant ask me how the kittens were before adding, "Do I even want to know?" When I told Grant that one of the kittens did not survive and that the other two animals' conditions were improving, Grant nodded and shrugged. Between December 3 and December 7, I continued to care for Felix and Bronson, per Dr. Flamini's and Dr. Buckley's directions. On December 7, Felix and Bronson were again examined, by Dr. Amy E. Stone, the chief of the primary care and dentistry service at the UF Small Animal Hospital. Dr. Stone found that the kittens' condition had "improved" in my charge; both kittens had gained significant weight and were found to now be of "ideal" weight. However, Dr. Stone found that both kittens still exhibited ocular discharge; she diagnosed Felix to have a "[p]ersistent upper respiratory infection, likely viral with secondary bacterial" in origin, and Bronson to have "[u]pper respiratory complex." Dr. Stone indicated that the kittens' immune systems were still not strong enough for the kittens to be vaccinated against viruses; she explained that their long recovery period was indicative of the severity of their infections. Dr. Stone also found that both kittens had hairless skin lesions, which she suspected indicated ringworm. Dr. Stone issued me prescriptions and directions to treat Felix and Bronson for ringworm, infections and fleas. Between December 8 and December 27, I continued to care for Felix and Bronson, per the instructions of Dr. Flamini, Dr. Buckley and Dr. Stone. On December 27, Felix and Bronson were examined by Dr. Julia Wuerz, at the UF Small Animal Hospital. Dr. Wuerz found that while the kittens remained in ideal weight, Bronson's congestion remained; Dr. Wuerz prescribed Lysine supplements for the kittens to improve their immune systems and help clear up Bronson's congestion. On January 12, 2012, Felix and Bronson were again examined by Dr. Stone. Dr. Stone found that both kittens remained in ideal weight and that their ringworm and upper respiratory infections had largely resolved. I have continued to care for these kittens, per the instructions of Dr. Flamini, Dr. Buckley, Dr. Stone and Dr. Wuerz. Felix and Bronson are still in my custody as of February 9, 2012.



10. During my time as a volunteer at Caboodle, I observed the condition of Duchess, a white cat whose left eye was severely injured, decline beginning on December 15. Grant denied this cat veterinary examination and care for two weeks and later repeatedly refused my offers to drive the cat to Madison Veterinary Clinic for treatment. On November 14, Entriken told me that Duchess and her brother, Duke, were admitted to the facility on November 12. Also on November 14, I noted that both Duchess and Duke were sexually intact and, with Grant's permission, took them to Madison Veterinary Clinic that day to be sterilized. On November 17, I saw Duchess in unremarkable condition at Caboodle. On December 15, "Christina"—whose surname I do not know and whom Grant apparently began paying on or about December 2 to sporadically clean at Caboodle—told me that Grant had asked her to give a female kitten, whom I identified as Duchess, Terramycin for what Christina called an eye infection. Later on December 15, I found Duchess loose near the General Store. I saw that the cat's left eye was pink, very watery and squinted. I saw yellowish discharge coming from the eye. That day, I administered Terramycin to the eye, as Christina had indicated that Grant requested. On December 17, I heard Grant's son, Robert Grant (hereinafter, "Rob") ask Grant if Duchess had been brought to a veterinarian yet. I heard Grant tell Rob that "she doesn't need to go"; I heard Grant state that the veterinary staff would just tell him to put Terramycin in the cat's eye, which Grant said he was already doing. That day, I heard Rob tell Grant that it looked like Duchess's eye was "rolling off to the side"; I heard Grant reply that the cat was fine and did not need to go to the veterinarian. Later on December 17, I saw that Duchess's left eye appeared to be in a more-severe condition than it did on December 15; I saw that the eye was red, watery and squinted. On December 17, after I heard Grant say that he put some cats in Caboodle's so-called sick ward trailer to "hide" them from visitors, I saw Christina pick Duchess up and tell Grant that she was going to put Duchess in the sick ward trailer, to hide her from visitors to Caboodle, and give her Terramycin. On December 19, I found that Duchess's left eye was severely squinted and watery and saw clear discharge coming from her nose. On December 26, I saw that Duchess's left eye was shut, appeared irritated and was surrounded by wet fur. The same day, I heard Rob remark on Duchess's left eye to Grant, who did not say much other than that Duchess "flips out" when he tried to clean the eye. On December 28, I found that Duchess's left eye remained in a similarly-severe condition. On December 29, at Grant's instruction, I transported Duchess to Madison Veterinary Clinic; that day, Grant told me that Duchess's prior owner was coming to Caboodle on December 31 to reclaim her and Duke. On December 31, I found sutures in Duchess's left eye; Grant told me that the cat's prior owner was coming to Caboodle that day to reclaim Duchess and Duke, but might not be able to reclaim Duchess given the recent surgery. On January 2, 2012, I found yellow discharge under Duchess's closed, sutured left eye. That day, Grant told me that the cat's prior owner had not come to Caboodle on December 31 to reclaim Duchess and Duke. On the morning of January 16, 2012, I found that the fur around Duchess's eyes, nose and mouth was wet and had dried, brown discharge on it. At that time, I found that Duchess—who was kept in a crate with two kittens breathing with audible congestion—appeared lethargic and was hunched over; I felt Duchess's spine and that she felt lighter than she had previously. On the afternoon of January 16, 2012, I was startled to find that Duchess's face was bloody. I immediately called Grant inside the General Store, where Duchess was housed, and pointed to her. I saw Grant stare at Duchess for a few seconds before he said, "Yeah?" Grant did not appear to me to be



concerned by Duchess's condition. I offered to Grant that I would bring Duchess to Madison Veterinary Clinic. Grant replied, "She just got back from the vet"; Grant told me to clean Duchess's face with a "wipe," gestured towards a bottle of Clorox wipes, and went back outside to talk to visitors. That day, I used a wet paper towel to clean Duchess's face as best as I could. On January 17, 2012, I found Duchess outside at Caboodle, with small insects covering her eyes and face. I saw that Duchess remained in a similarly-severe condition; I saw blood around her left eye and on the fur on her face, which was also wet and dark with discharge. I placed Duchess alone in a crate in the General Store and saw her pawing at her left eye. That day, I saw Rob stare at Duchess; he told me that her eye had been removed and remarked to me that she did not look good. Later on January 17, 2012, I showed Duchess to Grant and asked him again if I could take her to a veterinarian; Grant did not respond, but I am certain that he heard me make this offer. I then asked Grant if I could take Duchess home to take care of her; Grant said that he was giving Duchess fluids and that because her right eye was "leaking," he did not think that my proposal was a good idea. Grant told me that he "might" take Duchess to the veterinarian the next day. On January 19, 2012, I repeatedly found Duchess loose at Caboodle and placed her in a crate; I saw that sutures remained in her left eye and that there was blood on her nose. On January 21, 2012, I saw discharge around Duchess's left eye, where sutures remained, and around her right eye and on her face; I saw that Duchess was lethargic. On January 23, 2012, I saw dark, dried material around Duchess's still-sutured left eye and what appeared to be blood on her nose. On January 26, 2012, I saw that Duchess remained in a similar condition. On January 31, 2012, I found that Duchess's left eye remained sutured. That day, I asked Grant if Duchess had never been provided with any pain relief following her surgery; Grant replied, "no." On February 4, 2012, I found that Duchess's left eye socket appeared to have been opened; that she was housed with other cats in a kennel downstairs in the General Store; and that her right eye was squinted and watery. On February 6, 2012, Grant told me that Duchess's sutures had not been removed. That day, I saw that Duchess's left eye socket appeared to have been opened—around which I saw insects—and that there was some discharge from her right eye. To my knowledge, Duchess is still at Caboodle.

11. During my time as a volunteer at Caboodle, I documented the slow death of a black kitten between January 22 and January 24, 2012, when, to my knowledge, (s)he died without Grant having provided the animal with emergency veterinary examination and care. On January 23, 2012, Grant told me that a black kitten in Caboodle's so-called sick ward trailer was "trying to die." Grant told me that he left the kitten at the facility on January 22, 2012 and suspected that (s)he might be dead on his return. Early on January 23, 2012, Grant told me, he found that the kitten was "dying" and worried that the animal would be dead when Grant woke up later that morning. On January 24, 2012, I asked Grant about this kitten's condition. Grant told me that the kitten had died overnight. To my knowledge, Grant did not provide this cat with licensed veterinary examination and care.

12. During my time as a volunteer at Caboodle, I documented the birth and death of three kittens, between January 24 and January 28, 2012. To my knowledge, Grant denied these kittens veterinary examination and care until they died in his custody. On January 24, 2012, Grant told me that kittens had been born overnight at Caboodle. That day, I found a tortoiseshell cat, who was missing a significant amount of hair from her body and



breathing with audible congestion, and five kittens in a wicker basket in Grant's so-called sick ward trailer, atop a bloodied blanket. That day, Grant and I found that one of the kittens had died, apparently as we looked at the litter. That day, I noted that the black kitten in the litter appeared weaker than his or her three surviving siblings. On January 26, 2012, Grant told me that this black kitten had died. On January 28, 2012, "Debbie," whose surname I do not know but whom Grant apparently began paying to clean at Caboodle in early December, told Grant and me that another of these kittens, who was orange, had died. I saw that Grant did not appear surprised. Grant told me and Debbie that this kitten was not "looking good" the prior evening. Later on January 28, 2012, I noted that the kittens' mother wore a yellow collar with "12-8" written on it in my handwriting; this indicated that the cat had been housed in Caboodle's so-called sick ward trailer on December 8, when I applied such collars to cats there. On February 6, 2012, I found that this tortoiseshell cat and her two surviving kittens remained housed upstairs in the General Store at Caboodle; the tortoiseshell cat was still breathing with audible congestion and missing a significant amount of hair from her body.