

IN THE COUNTY COURT, THIRD  
JUDICIAL CIRCUIT, IN AND FOR  
MADISON COUNTY, FLORIDA,  
TIM SANDERS, CLERK

CASE NO. 2012-025 ~~BYC~~ D.C.

*April Herring*

THE HONORABLE BEN STEWART, in his  
official capacity as the Sheriff of Madison  
County, Florida,

Petitioner,

vs.

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

Respondent.

ORDER DISPOSING OF ORDER TO SHOW CAUSE

THIS CASE was before the Court on June 27, 2014, on the Court's Order to Show Cause dated May 23, 2014, and being fully advised in the premises the Court finds as follows:

1. Appearing at the above hearing on behalf of the Respondent, Caboodle Ranch, Inc., a Florida not-for-profit corporation, (hereinafter "Caboodle") was Mr. Craig Grant, Caboodle's principal and Caboodle's attorney, David Collins, Esq.
2. Appearing on behalf of the Petitioner, the Honorable Ben Stewart, in his official capacity as the Sheriff of Madison County, Florida, (hereinafter the "Sheriff") was his attorney George T. Reeves, Esq.
3. At the beginning of the hearing, the following representations were made by Caboodle and Mr. Grant:
  - a. Presently Caboodle possesses and has custody of some 45 cats on the property (the "Property") in Madison County, Florida from which animals were seized by

the SHERIFF on or about February 27, 2012, as recounted in the court's Order Placing Animals dated June 22, 2012.

- b. Presently Caboodle has been accepting donated funds and expending such funds in support of the above animals.
  - c. Neither Caboodle nor Mr. Grant intends to remain on the Property. Mr. Grant intends to and has arranged to relocate outside of Madison County, Florida with the above animals.
  - d. Caboodle is aware that Madison County Ordinance No. 2011-196 (the "Ordinance") makes it unlawful to keep or allow to be kept more than 30 dogs or cats on the Property without a duly issued, valid and effective excess animal habitat permit issued by Madison County and no excess animal habitat permit applicable to the Property has been issued.
4. After the above representations were made, the parties announced the following agreement:
- a. Hereafter, Caboodle shall not accept any new animals.
  - b. Hereafter, Caboodle shall not accept any donations of funds or materials of any kind.
  - c. Hereafter, the animals remaining on the Property shall be kept in good condition.
  - d. Hereafter through October 1, 2014, neither Caboodle nor Mr. Grant shall allow any animals, other than the approximately 45 animals referenced above, to remain on the Property.
  - e. By no later than October 1, 2014, no animals shall be allowed to remain on the Property except as allowed in the Ordinance.

- f. Between July 2, 2014 and October 1, 2014, Caboodle shall have Caboodle dissolved and “wind up” and “liquidate” all of its affairs. Further during this time, CABOODLE shall not expend any sums of money for any purpose except transferring its funds to another entity as part of the “winding up” and “liquidating” of its affairs.
- g. By no later than October 1, 2014, Caboodle shall be finished “winding up” and “liquidating” its affairs and be dissolved. To be clear, by this date, Caboodle shall no longer be conducting any affairs, “winding up” or otherwise, shall not have possession or custody of any animals, shall not own any assets and shall not have any open bank accounts.
- h. From the date of the above hearing until October 15, 2014, Madison County Animal Control may conduct random, unannounced inspections of the Property to confirm the number of animals on the Property, the condition of such animals and to ensure that no new animals are accepted or allowed to remain on the Property and ultimately to confirm that the above animals have been removed. Caboodle and Mr. Grant shall ensure that Madison County Animal Control has a key or some other means to access the Property unannounced.
- i. Should all of the above representations be and remain true and all of the above agreements be met, Caboodle shall not be held in contempt of the court’s Order Placing Animals dated June 22, 2012, and proceedings will not be instituted for violation of the Ordinance. However, if at any time, any of the above representations be shown to be false or the above agreements not met, the court may, upon motion and hearing, adjudge Caboodle in contempt and impose

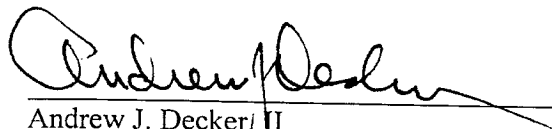
sanctions as appropriate. Further proceedings may be instituted for violation of the Ordinance. Such future contempt proceedings may be brought before the court on a motion and notice of hearing served on the attorney for Caboodle in the same manner for service of civil motion, and shall not require the issuance of an order to show cause or service of process.

**ACCORDINGLY, IT IS ORDERED:**

6. The parties' agreement recounted above and as *ore tenus* represented to the Court at the hearing on June 27, 2014, is accepted and ratified by the Court and is incorporated herein as part of this Order.

7. The parties are ordered and directed to comply with each and every provision thereof.

**DATE:** June 29, 2014, *nunc pro tunc*, June 27, 2014, in Madison, Madison County, Florida.



Andrew J. Decker II  
Acting Madison County Judge

Copies to:

David W. Collins, Esquire  
Post Office Box 541  
Monticello, Florida 32345  
[collins.fl.law@gmail.com](mailto:collins.fl.law@gmail.com)  
[fanlewfl@aol.com](mailto:fanlewfl@aol.com)

George T. Reeves, Esquire  
Post Office Drawer 652  
Madison, Florida 32341  
[tomreeves@earthlink.net](mailto:tomreeves@earthlink.net)