

A G R E E M E N T

This agreement (the "Agreement") is made and entered into effective as of this 19 day of July 2016 by and between the North Carolina Department of Agriculture and Consumer Services, Veterinary Division, Animal Welfare Section (hereinafter referred to as either the "Department" or the "Animal Welfare Section"), and the United Animal Coalition, Inc., (hereinafter "UAC") formerly d/b/a Guilford County Animal Shelter, located at 4525 Wendover Avenue, Greensboro, Guilford County, North Carolina 27409 (hereinafter the "Guilford County Shelter") and d/b/a Davidson County Animal Shelter, 490 Glendale Road, Lexington, Davidson County, North Carolina (hereinafter the "Davidson County Shelter").

R E C I T A L S

WHEREAS, on November 16, 2015, the Department assessed UAC a civil penalty in the amount of Two Hundred and Ninety Thousand Dollars (\$290,000.00) as a result of the Department's discovery of evidence indicating that UAC had in multiple instances violated 02 N.C.A.C. 52J .0210(c) and (d) (2015) at the Guilford County Shelter; and

WHEREAS on November 16, 2015, the Department assessed UAC a civil penalty in the amount of Ten Thousand Dollars (\$10,000.00) as a result of the Department's discovery of evidence indicating that UAC had in multiple instances violated 02 N.C.A.C. 52J .0210(b) and (c) at the Davidson County Shelter; and

WHEREAS, on November 16, 2015, the Department issued UAC written Civil Penalty Assessments which, among other things, described in detail the evidence referred to in the preceding paragraphs of this Agreement; and

WHEREAS, a true and correct copy of the November 16, 2015 written Civil Penalty Assessments are attached hereto as Exhibit 1 (Guilford County Shelter) and Exhibit 2 (Davidson County Shelter) and are incorporated by reference in this Agreement; and

WHEREAS, UAC disputes the November 16, 2015 written Civil Penalty Assessments; and

WHEREAS, UAC has the right to contest the November 16, 2015 written Civil Penalty Assessments by filing a petition for a contested case hearing in the North Carolina Office of Administrative Hearings; and

WHEREAS, UAC has dissolved its status as a North Carolina nonprofit corporation pursuant to N.C. Gen. Stat. § 55A-14-03; and

WHEREAS, a true and correct copy of UAC's Articles of Dissolution are attached as Exhibit 3 and are incorporated by reference in this Agreement; and

WHEREAS, UAC has transferred the entire balance of its bank account containing "Susie's Fund," in the amount of \$233,636.90, to Guilford County to be used for providing abused, neglected and injured animals in the Guilford County Animal Shelter with medical care in accordance with the purpose for which these funds were originally donated and in accordance with the donors' intent; and

WHEREAS, UAC has transferred the entire balance of its bank account containing the "Building Fund," in the amount of \$31,108.92, to Guilford County to be used for capital improvement on the Guilford County Animal Shelter in accordance with the purpose for which these funds were originally donated and in accordance with the donors' intent; and

WHEREAS, UAC has transferred all real and personal property used at the Guilford County Animal Shelter while operating the Guilford County Animal Shelter to Guilford County per UAC's contract with Guilford County; and

WHEREAS, UAC has shown that, after transferring these sums and paying its outstanding invoices and debts, UAC has no remaining assets from which any civil penalty assessments could be collected; and

WHEREAS, the parties recognize that litigating the November 16, 2015 written Civil Penalty Assessments would be expensive and time-consuming; and

WHEREAS, UAC and the Department desire to fully and finally compromise and settle this and all other disputes and controversies between them involving the Department's November 16, 2015 assessments of civil penalties against UAC; and

WHEREAS, UAC and the Department desire to enter into such a compromise and settlement solely in order to avoid the burden and expense of litigation.

NOW THEREFORE, for and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Department and UAC agree as follows:

1. The Recitals set forth above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. UAC, and its Board of Directors, agree that UAC shall remain dissolved as a North Carolina non-profit corporation and will not be reincorporated or reformed, in any form or under any alternate name, for the purposes of acting as or operating an animal shelter as defined by N.C. Gen. Stat. § 19A-23(5).

3. Given the promises, obligations and representations of UAC and its Board of Directors, as reflected in this Agreement, and the showing that UAC has no remaining assets from which the Department could collect the civil penalties assessed, by its signature below, the Department hereby waives the civil penalties assessed against UAC on November 16, 2015.

4. The persons signing this Agreement below represent and warrant that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.

5. The parties agree to act in good faith in the implementation of this Agreement.

6. The parties agree to bear their own attorneys' fees and costs associated with this Agreement and with the matters referred to in this Agreement.

7. The parties acknowledge that this Agreement contains the entire agreement between them regarding the matters set forth and described herein, and that it supersedes all previous negotiations, discussions and understandings between them regarding such matters.

8. The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed by all signatories hereto.

9. The parties acknowledge and agree that any and all disputes arising out of or under this Agreement, whether sounding in contract, tort or otherwise and including, among all others, the validity, construction, interpretation and enforcement of this Agreement, shall be governed by North Carolina law. Despite the foregoing, the parties further acknowledge and agree that this Agreement shall not be interpreted in favor of or against any party based upon which party drafted or participated in drafting this Agreement.

10. If any of the provisions of this Agreement are later determined to be invalid or unenforceable by a court of competent jurisdiction, the provisions found to be invalid or unenforceable shall be treated as being severable from the other provisions of this Agreement and this Agreement shall be construed and enforced as if any such invalid or unenforceable provision(s) had not been included in the Agreement.

11. This Agreement shall be binding in perpetuity upon and shall inure to the benefit of the parties, their agents, officers, employees, successors, assigns, heirs, executors and administrators.

Agreement continues on the follow pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed as of the day and year indicated by their signatures below:

THE NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES,
VETERINARY DIVISION, ANIMAL WELFARE
SECTION

By:  _____

Patricia Norris, DVM
Director, Animal Welfare Section, North Carolina
Department of Agriculture and Consumer Services

Date: 7/19/2016

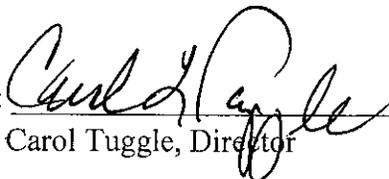
UNITED ANIMAL COALITION, INC.

By:  _____
Carolyn Cudd, Director

Date: 7/7/16

By:  _____
John Merman, Director

Date: 7/6/16

By:  _____
Carol Tuggle, Director

Date: 7/13/2016

Exhibit 1

**November 16, 2015
Guilford County Shelter
Civil Penalty Assessment**



Steven W. Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Veterinary Division

R. Douglas Meckes, DVM
State Veterinarian

November 16, 2015

A. Scott Jackson
Registered Agent
United Animal Coalition
701 Green Valley Road
Greensboro, NC 27408

NOTICE OF CIVIL PENALTY

**Re: CIVIL PENALTY ASSESSMENT FOR VIOLATIONS OF TITLE 02, N. C. ADMINISTRATIVE CODE, CHAPER 52J, SECTION .0210 (c) and .0210 (d).
Facility: Guilford County Animal Shelter**

Dear Mr. Jackson:

Pursuant to N. C. General Statute § 19A-40 I am issuing this notice to you that the United Animal Coalition is assessed a civil penalty of \$290,000.00 as provided in the enclosed Notice of Violations.

With regard to the civil penalty, within 60 days from the date of receipt, you must do one of the following:

1. Pay the civil penalty assessment; or
2. File a written petition for a contested case hearing with the N. C. Office of Administrative Hearings to appeal the penalty assessment.

Pursuant to N. C. General Statute § 150B-22, either party to a dispute may initiate informal settlement negotiations at any time. To negotiate a settlement of this assessment, you may present your offer to me. I can be contacted by telephone at (919) 707-3280. Settlement offers do not extend the 60-day deadline for payment of filing of a contested case petition.

Additional information about your options is provided below:

PAYMENT

To pay the penalty, please send your payment by check or money order made payable to the North Carolina Department of Agriculture and Consumer Services to:

North Carolina Department of Agriculture and Consumer Services
Dr. Patricia Norris
Director, Animal Welfare Section
1030 Mail Service Center
Raleigh, NC 27699-1030

APPEAL

If you file a contested case petition, it must be in writing and in the form prescribed by N.C. General Statute § 150B-23. The petition must be accompanied by a filing fee of twenty dollars (\$20.00) payable to the N.C. Office of Administrative Hearings ("OAH"). Should you have any questions about what the fee would be for your case, please contact the OAH Clerk's Office at 919-431-3000. Payment can be made by cash, money order, certified check or check drawn on an attorney's trust account. Make checks payable to: Office of Administrative Hearings. File the petition and one copy with:

Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714

Any questions about filing a petition may be directed to the Clerk of OAH by telephone at 919-431-3000. You must serve NCDA&CS by mailing a copy of the petition to:

Ms. Tina Hlabse
North Carolina Department of Agriculture and Consumer Services
Registered Agent and General Counsel
1001 Mail Service Center
Raleigh, NC 27699-1001

Payment of the penalty will not foreclose further enforcement action against you for any new violation. If the violations which resulted in the assessment are of a continuing nature, NCDA&CS reserves the right to assess additional civil penalties in the future or take other enforcement action against you.

Your attention to this matter is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia Norris', with a long horizontal flourish extending to the left.

Patricia Norris, DVM
Director, Animal Welfare Section

Attachment: Notice of Violations, Assessment of Civil Penalty

cc: R. Douglas Meckes, DVM, NCDA&CS
Tina Hlabse, General Counsel, NCDA&CS
Joe Reardon, Assistant Commissioner, NCDA&CS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, VETERINARY DIVISION
ANIMAL WELFARE SECTION

IN THE MATTER OF)
)
UNITED ANIMAL COALITION DBA) NOTICE OF VIOLATIONS
GUILFORD COUNTY ANIMAL SHELTER) ASSESSMENT OF CIVIL PENALTY
)
) FOR VIOLATIONS OF
) 02 NCAC 52J (c) and (d)

Acting pursuant to N.C. Gen. Stat. § 19A-30, Dr. Patricia Norris, Director, Animal Welfare Section ("AWS"), North Carolina Department of Agriculture and Consumer Services ("NCDA&CS") makes the following:

FINDINGS OF FACT

1. On August 4, 2015, Dr. Patricia Norris, Director, AWS, NCDA&CS conducted a complaint investigation on the premises of the United Animal Coalition DBA Guilford County Animal Shelter ("UAC"), located at 4525 W. Wendover Avenue, Greensboro, NC, concerning the lack of care of an injured dog. Her findings are as follows:
 - a) Upon inspection, Dr. Norris located the dog that was the subject of the complaint in the general intake area. Dr. Norris was able to confirm the severity of the injuries and the extent of suffering by observation and physical examination.
 - b) Upon examination the dog had multiple fractures and severely swollen rear legs, was unable to stand, had bloody urine, multiple abrasions and was severely dehydrated.
 - c) Review of this dog's records revealed that the dog had been in the custody of the shelter for four (4) days. On intake it was noted that the dog was possibly hit by a car, had a broken back right leg, puncture on the inside of the right leg, abdomen scraped and bruised, bloody urine and would not eat. Records further indicate that the dog was placed on "medications through the stray period." There was no record of a veterinary examination.
2. On August 11, 2015, Dr. Norris returned to the shelter to continue her complaint investigation. Dr. Norris' review of UAC records included review of UAC's Annual Program of Veterinary Care dated May 12, 2015 that was submitted to AWS with its license application. UAC's Annual Program of Veterinary Care indicated that "[a]ll ill or injured animals are removed from the general public and placed in our sick isolation areas. Veterinary Technicians provide medication prescribed by our veterinarian as she directs. **Any severely ill or injured animals are taken to outside veterinarians for immediate evaluation and veterinarians' recommendations and protocol are followed.**" (emphasis added) Dr. Norris' review of UAC records found more than a hundred documented instances of inadequate veterinary care and failure to comply with the submitted Annual Program of Veterinary Care. Each of these constitute a separate violation of the North Carolina Animal Welfare Act. The most egregious of these violations are listed below:
 - a) A dog with a prolapsed rectum was taken in and on intake was placed on "pain meds thru stray period." A computerized medical summary indicated that the dog was healthy on intake. The dog was euthanized four (4) days after intake. There is no record of any veterinary examination given.

- b) A cat with a shattered back leg, bloody urine, possible spinal injury and internal bleeding was housed at the shelter for seven (7) days before it was euthanized. Upon intake the cat was placed on "pain meds thru stray period." Pain medication is documented for only five of the seven days. There is no record of any veterinary examination during this time period.
- c) A dog with a gunshot wound below its right eye, with bloodshot and protruding right eye was housed for twelve (12) days before it was euthanized. Upon intake the dog was noted to be "placed on pain meds." Medication is only documented for the date of intake. There is no record of any veterinary examination or antibiotic administration during this time period.
- d) A dog hit by a car was taken in and assessed as non-weight bearing on back legs and possibly no feeling in his right hind legs. Records indicated that the dog was placed on pain medication through the "stray period" and was not euthanized until six (6) days after intake. There is no record of any veterinary examination during this time period.
- e) A cat was taken into the shelter and noted to have a twisted spine, possibly broken, and a broken back leg. There is no record of medical treatment being provided to the cat. The cat was not euthanized until more than twenty-four (24) hours after intake.
- f) A dog that was hit by a car and noted on intake to have a ruptured left eye, labored breathing, possible internal injuries and bleeding, possible broken leg and multiple abrasions was placed on medication "thru stray" period. Dog was signed over to the shelter by its owner. Dog was not euthanized until four (4) days after intake. There is no record of any veterinary examination during this time.
- g) A kitten with a broken right leg that appeared to be broken at the hip was placed on pain medication on intake and noted to be re-evaluated after "stray" period. There is no documented veterinary exam and the cat was not euthanized until four (4) days after intake.
- h) A dog that was hit by a car was observed on intake to have large amounts of road rash on his back end, unable to use his back legs and was placed on pain meds. The dog was surrendered by owner without proof of ownership. The dog was not euthanized until four (4) days after intake. There is no record of any veterinary examination, wound treatment or antibiotics given.
- i) A cat with a broken right leg was placed on pain medication at intake. The cat was not euthanized until four (4) days after intake. There is no record of any veterinary examination.
- j) A cat that was hit by a car with its tail degloved and small abrasion below its right eye was placed on pain meds at intake and noted to be "re-eval after stray period." The cat was euthanized four (4) days after intake. There is no record of any veterinary examination, wound treatment or antibiotics given.
- k) A cat with a possible broken right leg and covered in healed and healing bite wounds on intake was "placed on pain meds thru stray" period. There was no documented veterinary exam, wound treatment or antibiotics given. The cat was euthanized four (4) days after intake.
- l) A cat noted to have abscessed bite wounds on the left side of its face and unable to see out of its left eye was placed on pain meds at intake. The cat died in its kennel four (4) days later. There is no record of any veterinary examination, wound treatment or antibiotics given.
- m) A cat that was possibly hit by a car with its front right leg missing and its chin degloved was "placed on pain meds" at intake and noted to be re-evaluated after "stray" period. The cat was euthanized ten (10) days after intake. There is no record of any veterinary examination. There are multiple and differing copies of documentation with regard to dates medication given.
- n) A dog that had possibly been hit by a car and noted to have a possible pelvic fracture, unable to use its back legs and large amounts of road rash inside its back legs was "placed on pain meds" at intake. The dog was euthanized six (6) days after intake and there is no record of a veterinary examination during this time period.
- o) A dog was hit by a car and diagnosed with a spinal luxation at T13-L1 by a veterinarian prior to intake at the shelter. This veterinarian placed an intravenous catheter and the animal was

transported to and then accepted for intake at the shelter. During intake it was noted "placed dog on pain meds and monitor thru stray period." The dog was euthanized five (5) days after intake and there is no documentation that the dog received a veterinary examination while at the shelter.

- p) A kitten noted to have a large potential bite wound behind the joint of its front right leg, which appeared broken, was admitted to the shelter. On intake the cat was placed on "pain meds thru stray period." The kitten was euthanized four (4) days after intake. There is no record of a veterinary examination, wound treatment or antibiotics given.
- q) A dog hit by a car with possible internal bleeding, bleeding from penis, swelling in the abominable area, possible broken back left leg and labored breathing was admitted to the shelter. The dog was in the shelter for over two weeks. There is no record of a veterinary examination or antibiotics given during this time.
- r) A dog that was hit by a car and noted to have a broken leg, abrasions on legs and face and gash on front right leg was placed "on pain meds thru stray period" on intake. The dog was returned to his owner on the second day. There is no record of a veterinary examination, wound treatment or antibiotics given.
- s) A dog arrived at the shelter with a temperature of 108.5. There is no record of a veterinary consultation or exam noted. First aid was applied to reduce the dog's temperature to 102.5 wherein it was placed in a kennel. The dog died overnight in the kennel. Records are contradictory on dates and times.
- t) A dog noted to have a possible broken right leg on which it could not walk was placed on pain meds at intake. The dog was euthanized ten (10) days after intake and there was no record of a veterinary examination or antibiotics given.
- u) A cat noted to have a broken back left leg at the knee and an upper respiratory infection was "placed on pain meds thru stray period." Cat was euthanized seven (7) days after intake. Pain medication was only documented for five (5) days. There is no record of any veterinary examination or antibiotics given.
- v) A dog noted to have bite wounds on its face and with a swollen and ruptured scrotum was "placed on pain meds thru stray" period on intake. The dog was euthanized four (4) days after intake. There is no record of any veterinary examination, wound treatment or antibiotics given.
- w) An elderly dog was brought into the shelter by its owner, (no proof of ownership), who wanted it euthanized. The dog was noted to be unable to walk on its own, had alopecia, a distended abdomen, urinating on itself and was bleeding from its rectum. Euthanasia was approved for the dog two (2) days after intake. The dog was not euthanized until four (4) days after intake. There is no record of any veterinary examination during this time period.
- x) A kitten noted to have a possible broken pelvis, unable to stand or use its back legs, no anal tone, no feeling middle back through back legs, and unable to use bathroom was recommended for humane euthanasia on intake. However, the kitten was not euthanized until three (3) days after intake. There is no record of any veterinary examination or any medications given during this time.
- y) A dog noted to have a broken front right leg, swollen, possibly infected and several puncture wounds at intake was placed on "pain meds thru stray period." The dog was euthanized four (4) days after intake. There is no record of any veterinary examination, wound treatment or antibiotics given.
- z) A pregnant dog that was hit by a car and noted to have a possible injury to its hip and possible head trauma was admitted at intake without any pain medication due to pregnancy. On day two of admission the dog vomited up trash. There is no documentation that the dog saw a veterinarian until eight (8) days after intake. A veterinarian performed exploratory surgery and performed humane euthanasia due to possible toxic material ingestion.

- aa) A dog noted to have multiple bite wounds, possible broken front left leg and trouble walking was administered pain medication on intake. The dog was euthanized five (5) days after intake. There is no record of any veterinary examination or antibiotics given.
- bb) A dog noted to have "its eye popped out of its socket" likely due to blunt force trauma and a bite wound on its right ear was placed on pain medication at intake. The dog was euthanized five (5) days after intake. There is no record of any veterinary examination or antibiotics given.
- cc) A dog noted to have three (3) large puncture wounds on his shoulder/chest area, non-weight bearing on his front left leg and in pain. The wound was cleaned and the dog "placed on pain meds thru stray period" at intake. Records noted that the dog was in pain and difficult to examine. This was an owner surrender without proof. The dog was euthanized six (6) days after intake. There is no record of any veterinary examination, wound treatment beyond the initial cleaning or antibiotics given.
- dd) A dog with an open embedded collar wound on the back of its neck was taken into the shelter and at intake was placed on "pain meds thru stray period." The dog was euthanized three (3) days after intake. There is no record of any wound treatment or antibiotics given.
- ee) A dog that was hit by a car and noted to have multiple abrasions, possible broken back leg, and road rash on his back right leg/hip area, around his left eye, on his chest and on knee of back left leg was "placed on pain meds thru stray period." The dog was adopted six and one-half (6 ½) weeks after intake. There is no record of any veterinary examination, wound treatment or antibiotics administration during this time.
- ff) A dog noted to have a large ruptured tumor on his right side was "placed on pain meds thru stray period." Records indicate that there was an emergency medical evaluation on intake; however, the actual record of the emergency medical evaluation could not be located. Records indicate that the dog was surrendered to the shelter as a euthanasia request. The dog was euthanized six (6) days after intake. Records indicate medication was given only one day. There is no record of a veterinary examination.
- gg) A dog on intake was noted to have mange, an abscessed bite wound on his neck, and to feel feverish. He was "placed on pain meds." The dog was euthanized ten (10) days after intake. Pain medication is documented for five (5) days. There is no record of a veterinary examination.
- hh) A dog was brought into the shelter by its owner asking to put the dog to sleep because she appeared to be in pain from what was judged to be general old age issues and may have had recent seizures. The owner had no proof of ownership. The dog was euthanized six (6) days after intake. There is no record of any pain medication administration or veterinary examination.
- ii) A dog noted to have bite wounds on the back of its neck, the start of an embedded collar, and smelled like infection was "placed on pain meds thru stray period" on intake. The dog was surrendered by its owner to the shelter; however, there was no proof of ownership. The dog was euthanized ten (10) days after intake. There is no record of any veterinary examination or antibiotics given.
- jj) A sick kitten was admitted to the shelter and eleven (11) days later was euthanized. Records indicate the kitten had a severe upper respiratory infection. There is no record of a veterinary examination.
- kk) A cat was noted at intake to have been hit by a car one week earlier. It was noted to possibly have a broken leg due to it limping and not putting its full weight on its back left leg. The cat was "placed on pain meds thru stray period." The cat was euthanized five (5) days after intake. There is no record of a veterinary examination.
- ll) A dog on intake was noted to be showing neurologic signs as evidenced by the dog stumbling while walking and wobbling its head. It was noted also to have wounds on its legs and dilated

- pupils. The records note on intake "head trauma vs distemper vs rabies vs other neurological issues." The dog was euthanized four (4) days after intake. There is no record of a veterinary examination.
- mm) A cat with a large ruptured abscess on the left side of its neck was turned into the shelter. Staff noted that the cat was feral so they were unable to examine it. The cat was placed on pain medication. The cat was euthanized four (4) days after intake. There is no record of a veterinary examination or antibiotics given.
- nn) A dog was surrendered by its owner to the shelter. The owner did not have proof of ownership. The dog had a large area of hair loss on its face and an embedded collar wound. The dog was "placed on pain meds thru stray" period. The dog was euthanized five (5) days after intake. There is no record of a veterinary examination, any wound treatment or antibiotics given.
- oo) A dog with Cushings disease was surrendered to the shelter by its owner. The records indicate that the dog was unable to use its back legs. The dog was euthanized six (6) days after intake. There is no record of any veterinary examination.
- pp) A cat noted to have severe diarrhea, anus and vagina swollen and raw, and hair under the tail missing was surrendered to the shelter. The record indicates that medication was given for one day. The cat was euthanized eleven (11) days after intake. There is no record of a veterinary examination or treatment given.
- qq) A kitten was taken to the shelter by animal control that appeared to have a bite wound on the top of its head. The wound was noted to be crusted over, but swollen. The kitten was placed on "pain meds thru stray period." The kitten died in its kennel five (5) days after intake. There is no record of a veterinary examination or antibiotics given.
- rr) A dog was surrendered to the shelter by its owner without proof of ownership. The dog was noted to have bite wounds on muzzle and side of face and its right ear was torn and bleeding. The dog was placed on "pain meds thru stray period." The dog was euthanized five (5) days after intake. There is no record of a veterinary examination or antibiotics given.
- ss) A cat with a large wound on top of its head was "placed on pain meds" at intake. The cat was euthanized four (4) days after intake. There is no record of a veterinary examination or antibiotics given.
- tt) A dog noted to have multiple bite wounds all over, some infected, was "placed on pain meds" at intake. The dog was euthanized five (5) days after intake. There is no record of a veterinary examination, wound treatment or antibiotics given.
- uu) A dog with cloudy eyes was taken to the shelter. It was noted to have some very limited sight but acted as though it did not have any depth perception, and was noted as a fall/jump risk. The dog was also noted to have the start of an embedded collar, cutting into its skin, severe matting and fur ripped out. The wounds were noted to be infected. The dog was placed on "pain meds thru stray period." The dog was euthanized four (4) days after intake. There is no record of a veterinary examination, wound treatment or antibiotics given.
- vv) A cat with ulcerated, blood shot, swollen, and protruding eyes was admitted and noted on intake to be painful. The cat was put on "pain meds thru stray period." The cat was euthanized four (4) days after intake. There is no record of any veterinary exam or medications given.
- ww) A dog with a large mammary tumor was taken to the shelter. At intake it was noted that its feet appeared raw and its nails were extremely long and unkempt. The dog's tumor was discovered ruptured the following morning approximately 24 hours after intake. The dog was placed on pain medication "thru stray period." The dog was euthanized five (5) days after intake. There is no record of a veterinary examination.
- xx) A stray cat was taken to the shelter. It was noted on the day of intake that it appeared to have an old break to its jaw, bottom jaw was degloved and the left side of its face was hard and

- swollen where the jaw connects. The cat was "placed on pain meds thru stray period." The cat was euthanized seven (7) days after intake. There is no record of a veterinary examination or medications given daily.
- yy) A dog was taken to the shelter and noted to have a hole in its chest that appeared to be a fresh bite wound. The dog was placed on "pain meds thru stray period" at intake. The dog was euthanized four (4) days after intake. There is no record of a veterinary examination or antibiotics given.
- zz) A kitten was surrendered to the shelter by its owner without proof of ownership. Records indicate that the cat had symptoms of an upper respiratory infection and conjunctivitis. The cat was euthanized eight (8) days after intake. There is no record of a veterinary examination or medication given.
- aaa) A stray cat was brought to the shelter with the left side of its face noted to be extremely swollen and hard and a probable tumor. On intake it was also noted that the cat's eye was protruding, although not completely. The cat was noted to be drinking and eating. The cat was placed on "pain meds thru stray period." The cat was euthanized six (6) days after intake. There is no record of a veterinary examination or antibiotics given.
- bbb) A cat that had possibly been hit by a car was brought to the shelter. It was noted to have an abrasion on its chin and its back left leg was possibly broken or dislocated. It is noted that no open wounds were seen and movement fine otherwise. It was placed on "pain meds thru stray period." The cat was euthanized eight (8) days after intake. There is no record of a veterinary examination.
- ccc) A dog that had been in a dog fight was surrendered to the shelter. It was noted on intake to have bite wounds below its right eye and on its neck. It was "placed on pain meds thru stray period" at intake. The dog was euthanized seventeen (17) days after intake. There is no record of a veterinary examination, wound treatment or antibiotics given.
- ddd) A kitten was brought to the shelter with an abscessed bite wound that was swollen and infected. The kitten was placed on "pain meds thru stray period" at intake. The cat was euthanized five (5) days after intake. There is no record of a veterinary examination or antibiotics given.
- eee) A cat on intake was noted to have "a worble in hole on neck." Shelter staff noted that it pulled the worble out but the wound was infected. The cat was "placed on pain meds thru stray period" and the wound was flushed out. The cat was found dead in its kennel six (6) days after intake. There is no record of a veterinary examination or antibiotics given.
- fff) A dog was brought into the shelter and noted to be very aggressive so that staff was only able to do a cursory examination. Records indicate the dog had a large wound over its right hip area. Records indicate "place dog inside on pain meds then re-evaluate after stray period." The dog was euthanized twelve (12) days after intake. There is no record of a veterinary examination or antibiotics given.
- ggg) Upon intake to the shelter it was noted that a cat appeared hypoglycemic. It was also noted to be emaciated, and have symptoms of conjunctivitis and an upper respiratory infection. The cat was euthanized eleven (11) days after intake. There is no record of a veterinary examination or any medications given.
- hhh) A cat noted to have with neurological symptoms of head bobbles and possibly hypoglycemic was admitted to the shelter. It was euthanized seven (7) days after intake. There is no record of a veterinary examination or any medication given.
- iii) A stray dog was brought into the shelter covered in bite wounds. Some were noted to be new and some as healed. The dog was also noted to have a gash on his back left leg. The dog was "placed on pain meds thru stray period." The dog was euthanized four (4) days after intake. There is no record of a veterinary examination, wound treatment or antibiotics given.

- jjj) A dog was brought to the shelter with multiple bite wounds noted to be both old and new. The dog was noted to have a swelling on the right side of its face, was emaciated, and had a hematoma on its right ear. The dog was also noted on intake to have a swollen abdomen and its mouth smelled of infection. The dog was placed on "pain meds through stray period." The dog was euthanized five (5) days after intake. There is no record of a veterinary examination, wound treatment or antibiotics given.
- kkk) A dog was surrendered to the shelter without proof of ownership. On intake it was noted that the dog could not walk and had severe hip dysplasia. The dog was euthanized four (4) days after intake. There is no record of a veterinary examination or any pain medications given.
- lll) A kitten was brought to the shelter with its back left leg swollen from unknown trauma. It is noted that the leg could possibly be broken. The kitten was "placed on pain meds thru stray period." The day after intake it was also noted that the bite wounds had ruptured. There is no record of a veterinary examination or antibiotics given.
- mmm) A dog with a possible broken back right leg was brought to the shelter. It is noted that the dog had puncture on the inside of his right leg and his abdomen was scraped and bruised. It is further noted that the dog would be kept "on pain medication through stray period." The dog was euthanized three (3) days after intake. There is no record of a veterinary examination or a medical log.

3. Dr. Norris' review of UAC records on August 11, 2015 found the following instances of failure to rabies vaccinate an animal by day 15 from intake:

- a) An adult cat was housed for twenty (20) days without a rabies vaccination being administered.
- b) A young adult dog was housed for twenty-two (22) days without a rabies vaccination being administered.
- c) An adult dog was housed for twenty-two (22) days without a rabies vaccination being administered.
- d) A dog was housed for six and a half (6 ½) months before a rabies vaccination was administered.
- e) An adult dog was housed for two (2) months before a rabies vaccination was administered.

CONCLUSIONS

As a result of this investigation, the North Carolina Department of Agriculture and Consumer Services, Veterinary Division, Animal Welfare Section, finds that you either by act or omission, violated the following provisions the North Carolina Administrative Codes:
02 NCAC 52J .0210 (c) and (d).

- a) 02 NCAC 52J .0210 (c) – 66 violations
- b) 02 NCAC 52J .0210 (d) – 5 violations

(See Appendix for text of cited General Statutes and Administrative Codes)

CIVIL PENALTIES

As required by N.C. Gen. Stat. § 19A-40 in determining the amount of the civil penalty, I have considered the degree and extent of harm caused by the violations listed above.

Accordingly the United Animal Coalition is assessed a civil penalty. The amount of the penalty for each violation is detailed below:

66 violations of 02 NCAC 52J .0210 (c)

- 1) \$5,000.00 for failure to provide adequate veterinary care for 4 days to the dog as noted in Findings of Fact subparagraph 1;
- 2) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (a);
- 3) \$5,000.00 for failure to provide adequate veterinary care for 7 days to the cat noted in Findings of Fact subparagraph 2 (b);
- 4) \$5,000.00 for failure to provide adequate veterinary care for 12 days to the dog noted in Findings of Fact subparagraph 2 (c);
- 5) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the dog noted in Findings of Fact subparagraph 2 (d);
- 6) \$1,000.00 for failure to provide adequate veterinary care for 1 day to the cat noted in Findings of Fact subparagraph 2 (e);
- 7) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (f);
- 8) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the kitten noted in Findings of Fact subparagraph 2 (g);
- 9) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (h);
- 10) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the cat noted in Findings of Fact subparagraph 2 (i);
- 11) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the cat noted in Findings of Fact subparagraph 2 (j);
- 12) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the cat noted in Findings of Fact subparagraph 2 (k);
- 13) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the cat noted in Findings of Fact subparagraph 2 (l);
- 14) \$5,000.00 for failure to provide adequate veterinary care for 10 days to the cat noted in Findings of Fact subparagraph 2 (m);
- 15) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the dog noted in Findings of Fact subparagraph 2 (n);
- 16) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (o);

- 17) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the kitten noted in Findings of Fact subparagraph 2 (p);
- 18) \$5,000.00 for failure to provide adequate veterinary care for 14 days to the dog noted in Findings of Fact subparagraph 2 (q);
- 19) \$2,000.00 for failure to provide adequate veterinary care for 2 days to the dog noted in Findings of Fact subparagraph 2 (r);
- 20) \$1,000.00 for failure to provide adequate veterinary care for 1 day to the dog noted in Findings of Fact subparagraph 2 (s);
- 21) \$5,000.00 for failure to provide adequate veterinary care for 10 days to the dog noted in Findings of Fact subparagraph 2 (t);
- 22) \$5,000.00 for failure to provide adequate veterinary care for 7 days to the cat noted in Findings of Fact subparagraph 2 (u);
- 23) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (v);
- 24) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (w);
- 25) \$3,000.00 for failure to provide adequate veterinary care for 3 days to the kitten noted in Findings of Fact subparagraph 2 (x);
- 26) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (y);
- 27) \$5,000.00 for failure to provide adequate veterinary care for 8 days to the dog noted in Findings of Fact subparagraph 2 (z);
- 28) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (aa);
- 29) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (bb);
- 30) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the dog noted in Findings of Fact subparagraph 2 (cc);
- 31) \$3,000.00 for failure to provide adequate veterinary care for 3 days to the dog noted in Findings of Fact subparagraph 2 (dd);
- 32) \$5,000.00 for failure to provide adequate veterinary care for 42 days to the dog noted in Findings of Fact subparagraph 2 (ee);
- 33) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the dog noted in Findings

- of Fact subparagraph 2 (ff);
- 34) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (gg);
- 35) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the dog noted in Findings of Fact subparagraph 2 (hh);
- 36) \$5,000.00 for failure to provide adequate veterinary care for 10 days to the dog noted in Findings of Fact subparagraph 2 (ii);
- 37) \$5,000.00 for failure to provide adequate veterinary care for 11 days to the kitten noted in Findings of Fact subparagraph 2 (jj);
- 38) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the cat noted in Findings of Fact subparagraph 2 (kk);
- 39) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (ll);
- 40) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the cat noted in Findings of Fact subparagraph 2 (mm);
- 41) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (nn);
- 42) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the dog noted in Findings of Fact subparagraph 2 (oo);
- 43) \$5,000.00 for failure to provide adequate veterinary care for 11 days to the cat noted in Findings of Fact subparagraph 2 (pp);
- 44) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the kitten noted in Findings of Fact subparagraph 2 (qq);
- 45) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (rr);
- 46) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the cat noted in Findings of Fact subparagraph 2 (ss);
- 47) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (tt);
- 48) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (uu);
- 49) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the cat noted in Findings of Fact subparagraph 2 (vv);

- 50) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (ww);
- 51) \$5,000.00 for failure to provide adequate veterinary care for 7 days to the cat noted in Findings of Fact subparagraph 2 (xx);
- 52) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (yy);
- 53) \$5,000.00 for failure to provide adequate veterinary care for 8 days to the kitten noted in Findings of Fact subparagraph 2 (zz);
- 54) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the cat noted in Findings of Fact subparagraph 2 (aaa);
- 55) \$5,000.00 for failure to provide adequate veterinary care for 8 days to the cat noted in Findings of Fact subparagraph 2 (bbb);
- 56) \$5,000.00 for failure to provide adequate veterinary care for 17 days to the dog noted in Findings of Fact subparagraph 2 (ccc);
- 57) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the kitten noted in Findings of Fact subparagraph 2 (ddd);
- 58) \$5,000.00 for failure to provide adequate veterinary care for 6 days to the cat noted in Findings of Fact subparagraph 2 (eee);
- 59) \$5,000.00 for failure to provide adequate veterinary care for 12 days to the dog noted in Findings of Fact subparagraph 2 (fff);
- 60) \$5,000.00 for failure to provide adequate veterinary care for 11 days to the cat noted in Findings of Fact subparagraph 2 (ggg);
- 61) \$5,000.00 for failure to provide adequate veterinary care for 7 days to the cat noted in Findings of Fact subparagraph 2 (hhh);
- 62) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (iii);
- 63) \$5,000.00 for failure to provide adequate veterinary care for 5 days to the dog noted in Findings of Fact subparagraph 2 (jjj);
- 64) \$4,000.00 for failure to provide adequate veterinary care for 4 days to the dog noted in Findings of Fact subparagraph 2 (kkk);
- 65) \$1,000.00 for failure to provide adequate veterinary care to the kitten noted in Findings of Fact subparagraph 2 (lll); and
- 66) \$3,000.00 for failure to provide adequate veterinary care for 3 days to the dog noted in Findings of Fact subparagraph 2 (mmm).

5 violations of 02 NCAC 52J .210 (d)

- 1) \$200.00 for failure to provide rabies vaccination within 15 days for the cat noted in Findings of Fact subparagraph 3 (a);
- 2) \$200.00 for failure to provide rabies vaccination within 15 days for the dog noted in Findings of Fact subparagraph 3 (b);
- 3) \$200.00 for failure to provide rabies vaccination within 15 days for the dog noted in Findings of Fact subparagraph 3 (c);
- 4) \$200.00 for failure to provide rabies vaccination within 15 days for the dog noted in Findings of Fact subparagraph 3 (d); and
- 5) \$200.00 for failure to provide rabies vaccination within 15 days for the dog noted in Findings of Fact subparagraph 3 (e).

\$290,000.00 TOTAL AMOUNT ASSESSED

11/16/2015
Date



Patricia Norris, DVM
Director, Animal Welfare Section
North Carolina Department of
Agriculture & Consumer Services

Appendix

RELEVANT LAWS AND REGULATIONS

§ 19A-40. Civil Penalties.

The Director may assess a civil penalty of not more than five thousand dollars (\$5,000) against any person who violates a provision of this Article or any rule promulgated thereunder. In determining the amount of the penalty, the Director shall consider the degree and extent of harm caused by the violation. The clear proceeds of civil penalties assessed pursuant to this section shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. (1995, c. 516, s. 6; 1998-215, s. 3.)

02 NCAC 52J .0210 VETERINARY CARE

- (a) A written program of veterinary care to include disease control and prevention, vaccination, euthanasia, and adequate veterinary care shall be established with the assistance of a licensed veterinarian by any person who is required to be licensed or registered under the Animal Welfare Act, Article 3 of Chapter 19A of the General Statutes.
- (b) If there is a disease problem that persists for more than 30 days at the facility, the facility operator shall obtain and follow a veterinarian's written recommendations for correcting the problem.
- (c) Each dog and cat shall be observed daily by the animal caretaker in charge, or by someone under his direct supervision. Sick or diseased, injured, lame, or blind dogs or cats shall be provided with veterinary care or be euthanized, provided that this shall not affect compliance with any state or local law requiring the holding, for a specified period, of animals suspected of being diseased. If euthanasia is performed at a certified facility, a list of personnel approved to perform euthanasia shall be maintained in a Policy and Procedure Manual as described in 02 NCAC 52J .0800. Diseased or deformed animals shall be sold or adopted only under the policy set forth in the "Program of Veterinary Care." Full written disclosure of the medical condition of the animal shall be provided to the new owner.
- (d) All animals in a licensed or registered facility shall be in compliance with the North Carolina rabies law, G.S. 130A, Article 6, Part 6. However, no shelter shall be disapproved following inspection or otherwise cited for failure to inoculate any dog or cat known to be less than 12 weeks old or until such animals have been in the shelter at least 15 days.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. March 23, 2009; January 1, 2005.

Exhibit 2

**November 16, 2015
Davidson County Shelter
Civil Penalty Assessment**



Steven W. Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Veterinary Division

R. Douglas Meckes, DVM
State Veterinarian

November 16, 2015

A. Scott Jackson
Registered Agent
United Animal Coalition
701 Green Valley Road
Suite 100
Greensboro, NC 27409

NOTICE OF CIVIL PENALTY

**Re: CIVIL PENALTY ASSESSMENT FOR VIOLATIONS OF TITLE 02, N. C. ADMINISTRATIVE CODE, CHAPTER 52J, SECTION .0210 (b) and (c).
Facility: Davidson County Animal Shelter**

Dear Mr. Jackson:

Pursuant to N. C. General Statute § 19A-40 I am issuing this notice to you that the United Animal Coalition is assessed a civil penalty of \$10,000.00 as provided in the enclosed Notice of Violations.

With regard to the civil penalty, within 60 days from the date of receipt, you must do one of the following:

1. Pay the civil penalty assessment; or
2. File a written petition for a contested case hearing with the N. C. Office of Administrative Hearings to appeal the penalty assessment.

Pursuant to N. C. General Statute § 150B-22, either party to a dispute may initiate informal settlement negotiations at any time. To negotiate a settlement of this assessment, you may present your offer to me. I can be contacted by telephone at (919) 707-3280. Settlement offers do not extend the 60-day deadline for payment of filing of a contested case petition.

Additional information about your options is provided below:

PAYMENT

To pay the penalty, please send your payment by check or money order made payable to the North Carolina Department of Agriculture and Consumer Services to:

North Carolina Department of Agriculture and Consumer Services
Dr. Patricia Norris
Director, Animal Welfare Section
1030 Mail Service Center
Raleigh, NC 27699-1030

APPEAL

If you file a contested case petition, it must be in writing and in the form prescribed by N.C. General Statute § 150B-23. The petition must be accompanied by a filing fee of twenty dollars (\$20.00) payable to the N.C. Office of Administrative Hearings ("OAH"). Should you have any questions about what the fee would be for your case, please contact the OAH Clerk's Office at 919-431-3000. Payment can be made by cash, money order, certified check or check drawn on an attorney's trust account. Make checks payable to: Office of Administrative Hearings. File the petition and one copy with:

Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714

Any questions about filing a petition may be directed to the Clerk of OAH by telephone at 919-431-3000. You must serve NCDA&CS by mailing a copy of the petition to:

Ms. Tina Hlabse
North Carolina Department of Agriculture and Consumer Services
Registered Agent and General Counsel
1001 Mail Service Center
Raleigh, NC 27699-1001

Payment of the penalty will not foreclose further enforcement action against you for any new violation. If the violations which resulted in the assessment are of a continuing nature, NCDA&CS reserves the right to assess additional civil penalties in the future or take other enforcement action against you.

Your attention to this matter is appreciated.

Sincerely,



Patricia Norris, DVM
Director, Animal Welfare Section

Attachment: Notice of Violations, Assessment of Civil Penalty

cc: R. Douglas Meckes, DVM, NCDA&CS
Tina Hlabse, General Counsel, NCDA&CS
Joe Reardon, Assistant Commissioner, NCDA&CS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, VETERINARY DIVISION
ANIMAL WELFARE SECTION

IN THE MATTER OF

UNITED ANIMAL COALITION DBA
DAVIDSON COUNTY ANIMAL SHELTER

)
) NOTICE OF VIOLATIONS
) ASSESSMENT OF CIVIL PENALTY
)
) FOR VIOLATIONS OF
) 02 NCAC 52J .0210 (b) and (c)

Acting pursuant to N.C. Gen. Stat. § 19A-30, Dr. Patricia Norris, Director, Animal Welfare Section ("AWS"), North Carolina Department of Agriculture and Consumer Services ("NCDA&CS") makes the following:

FINDINGS OF FACT

1. On June 11, 2015, Dr. Patricia Norris, Director, AWS, NCDA&CS conducted a complaint investigation, including a records review, on the premises of the United Animal Coalition DBA Davidson County Animal Shelter ("UAC"), located at 490 Glendale Road, Lexington, NC, concerning the lack of care of a severely injured dog. Dr. Norris' review of UAC records included review of UAC's Annual Program of Veterinary Care dated April 27, 2015 that was submitted to AWS with its license application. UAC's Annual Program of Veterinary Care indicated that "[a]ll ill or injured animals are removed from the general public and placed in our sick isolation areas. Veterinary Technicians provide medication prescribed by our veterinarian as she directs. **Any severely ill or injured animals are taken to outside veterinarians for immediate evaluation and veterinarians' recommendations and protocol are followed.**" (emphasis added) Dr. Norris' findings are as follows:

- a) The investigation of the records revealed that on intake the dog was noted to appear paralyzed from the shoulders down and possibly have a broken back. It was also noted that the dog was placed on "pain meds thru stray period." The dog was euthanized three (3) days after intake. There is no record of a veterinary examination.
 - b) By the date of the investigation, the dog had already been euthanized.
2. On August 13, 2015, Dr. Norris returned to the shelter to continue her complaint investigation. Dr. Norris' review of UAC records again included review of UAC's Annual Program of Veterinary Care. Dr. Norris' review of UAC records revealed the following:
- a) In January 2015 nine (9) animals were found dead in their kennels. Five (5) of these were dogs and four (4) were cats.
 - b) In February 2015 twenty-three (23) animals were found dead in their kennels. Five (5) of these were dogs and nineteen (19) were cats.
 - c) In March 2015 nine (9) animals were found dead in their kennels. Five (5) of these were dogs and four (4) were cats.
 - d) In April 2015 forty-seven (47) animals were found dead in their kennels. Four (4) of these were dogs and forty-three (43) were cats. From April 1-14, 2015 there were seven (7) deaths. From April 15-30, there were forty (40) deaths.
 - e) In May 2015 ninety-six (96) animals were found dead in their kennels. Five (5) of these were dogs and ninety-one (91) were cats.

- f) In June 2015 ninety-one (91) animals were found dead in their kennels. Five (5) of these were dogs and eighty-six (86) were cats.
- g) In July 2015 ninety-two (92) animals were found dead in their kennels. Fourteen (14) of these were dogs and seventy-eight (78) were cats.
- h) From August 1-12, 2015 thirty-eight (38) animals were found dead in their kennels. Four (4) of these were dogs and thirty-four (34) were cats.

3. Review of the euthanasia records for the shelter from May 1 through August 13, 2015 revealed an overwhelming number of euthanasias due to moderate to severe medical reasons and/or contagious disease.

4. No written program for disease control written by a veterinarian could be located that addressed this apparent disease problem.

CONCLUSIONS

As a result of this investigation, the North Carolina Department of Agriculture and Consumer Services, Veterinary Division, Animal Welfare Section, finds that you either by act or omission, violated the provisions the North Carolina Administrative Code 52J .0210 (b) and (c).

(See Appendix for text of cited General Statutes and Administrative Codes)

CIVIL PENALTIES

As required by N.C. Gen. Stat. § 19A-40 in determining the amount of the civil penalty, I have considered the degree and extent of harm caused by the violations listed above.

Accordingly the United Animal Coalition is assessed a civil penalty. The amount of the penalty for each violation is detailed below:

- 1) \$5,000.00 for failure to provide adequate veterinary care to the dog noted in Findings of Fact, Section I; and
- 2) \$5,000.00 for failure to obtain and follow a veterinarian's written recommendation for correcting a disease problem that persisted for more than 30 days at the facility.

\$10,000.00 TOTAL AMOUNT ASSESSED

11/16/2015
Date


Patricia Norris, DVM
Director, Animal Welfare Section
North Carolina Department of
Agriculture & Consumer Services

Appendix

RELEVANT LAWS AND REGULATIONS

§ 19A-40. Civil Penalties.

The Director may assess a civil penalty of not more than five thousand dollars (\$5,000) against any person who violates a provision of this Article or any rule promulgated thereunder. In determining the amount of the penalty, the Director shall consider the degree and extent of harm caused by the violation. The clear proceeds of civil penalties assessed pursuant to this section shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. (1995, c. 516, s. 6; 1998-215, s. 3.)

02 NCAC 52J .0210 VETERINARY CARE

(a) A written program of veterinary care to include disease control and prevention, vaccination, euthanasia, and adequate veterinary care shall be established with the assistance of a licensed veterinarian by any person who is required to be licensed or registered under the Animal Welfare Act, Article 3 of Chapter 19A of the General Statutes.

(b) If there is a disease problem that persists for more than 30 days at the facility, the facility operator shall obtain and follow a veterinarian's written recommendations for correcting the problem.

(c) Each dog and cat shall be observed daily by the animal caretaker in charge, or by someone under his direct supervision. Sick or diseased, injured, lame, or blind dogs or cats shall be provided with veterinary care or be euthanized, provided that this shall not affect compliance with any state or local law requiring the holding, for a specified period, of animals suspected of being diseased. If euthanasia is performed at a certified facility, a list of personnel approved to perform euthanasia shall be maintained in a Policy and Procedure Manual as described in 02 NCAC 52J .0800. Diseased or deformed animals shall be sold or adopted only under the policy set forth in the "Program of Veterinary Care." Full written disclosure of the medical condition of the animal shall be provided to the new owner.

(d) All animals in a licensed or registered facility shall be in compliance with the North Carolina rabies law, G.S. 130A, Article 6, Part 6. However, no shelter shall be disapproved following inspection or otherwise cited for failure to inoculate any dog or cat known to be less than 12 weeks old or until such animals have been in the shelter at least 15 days.

History Note: Authority G.S. 19A-24;
Eff. April 1, 1984;
Amended Eff. March 23, 2009; January 1, 2005.

Exhibit 3

**UAC
Articles of Dissolution**



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF DISSOLUTION

OF

UNITED ANIMAL COALITION, INC.

the original of which was filed in this office on the 16th day of June, 2016.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 16th day of June, 2016.

Elaine F. Marshall

Secretary of State

ARTICLES OF DISSOLUTION
OF
UNITED ANIMAL COALITION, INC.

Pursuant to Chapter 55A and §55A-14-04 of the General Statutes of North Carolina, the undersigned hereby submits these Articles of Dissolution for the purpose of dissolving UNITED ANIMAL COALITION, INC., a North Carolina nonprofit corporation (the "Corporation"):

1. The name of the Corporation is UNITED ANIMAL COALITION, INC.

2. The Corporation's Articles of Incorporation were filed with the Secretary of State of North Carolina on September 14, 1998, and were later amended on June 16, 2016 by filing Articles of Amendment with the Secretary of State of North Carolina. There have been no further amendments to such Articles of Incorporation.

3. The names, titles, and addresses of the officers of the Corporation are:

Carolyn Cudd, President
4525 West Wendover Avenue, Greensboro, NC 27409

4. The names and addresses of all of the directors of the Corporation are:

Carolyn Cudd
4525 West Wendover Avenue, Greensboro, NC 27409

John Nieman
4525 West Wendover Avenue, Greensboro, NC 27409

Carol Tuggle
4525 West Wendover Avenue, Greensboro, NC 27409

5. A copy of the Plan of Dissolution required by Section 55A-14-04 of the General Statutes of North Carolina is attached hereto as Exhibit A, and is hereby expressly incorporated herein.

6. The dissolution of the Corporation was authorized on the 17th day of May, 2016.

7. The dissolution of the Corporation was authorized by the unanimous approval of the Board of Directors of the Corporation. The Corporation has no members, and therefore member approval pursuant to Section 55A-14-02 was not required.

8. These Articles of Dissolution shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal on this the 17 day of May, 2016.

UNITED ANIMAL COALITION, INC.

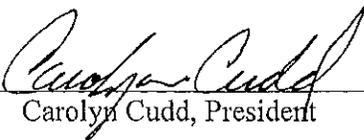
By:  (SEAL)
Carolyn Cudd, President

Exhibit A

**PLAN OF DISSOLUTION
OF
UNITED ANIMAL COALITION, INC.**

May 17, 2016

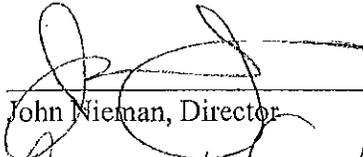
The following Plan of Dissolution was approved by the Board of Directors of UNITED ANIMAL COALITION, INC., a North Carolina nonprofit corporation (the "Corporation"), pursuant to §55A-14-03 of the North Carolina Nonprofit Corporation Act:

- (1) The officers of the Corporation shall sell or otherwise liquidate any and all of the assets of the Corporation, and shall execute deeds, bills of sale and other documents that may be necessary or appropriate to effect such sale or liquidation; and
- (2) The Corporation shall pay or discharge all of its liabilities and obligations, or adequate provision will be made therefore; and
- (3) Any assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution of the Corporation, shall be returned, transferred or conveyed in accordance with such requirements; and
- (4) All remaining assets of the Corporation shall be transferred or conveyed to one or more public charities that qualify as an exempt organization as described in Internal Revenue Code 501(c)(3) of 1986, as amended, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

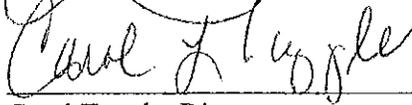
This Plan of Dissolution is effective as of the day and year first above written.



Carolyn Cudd, Director



John Nieman, Director



Carol Tuggle, Director