



St. Bernard Parish Government

8201 West Judge Perez Drive Chalmette, Louisiana 70043
Phone (504) 278-1200 Fax (504) 278-1330

David E. Peralta
Parish President

REQUEST FOR VIEWING AND/OR RECEIVING PUBLIC RECORDS

Date: January 14, 2016

Name: Marcelle Beaulieu Attn: Donna Phone #: _____

Address:

Street	City/State	Zip
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Records requested:

I am requesting a certified copy of the transcript of the minutes of the hearing, or any records related to the incident concerning an alleged dog bite involving the dog, known as "Walle," owned by Nicholas Alatzas and/or Lailani Crosby, who reside at 1816 Mehle St., Arabi, Louisiana 70032, that occurred on or about April 28, 2014 wherein said dog was alleged to have bitten Dylan O'Brien, the minor son of Michello O'Brien and Paul Fahey.

Date, time and location scheduled for viewing records: I can come pick up the records whenever they are ready. Thank you!

FOR OFFICE USE ONLY:

Received by: J Beaulieu

Date/ Time received: 1/21/16 @ 11:30

Witnessed by: _____

Cost: 17.50

Note: Anyone requesting records are required to pay \$.25 per page after the first four (4) pages.

RECEIVED

JAN 14 2016

PRESIDENT'S OFFICE



St. Bernard Parish Government

8201 West Judge Perez Drive

Chalmette, Louisiana 70043

278-4227

278-4330(jur)

January 15, 2016

Marcelle Beaulieu
c/o Donna
935 Gravier Street
New Orleans, LA 70112

Re: Public Records Request

Dear Mr. Beaulieu:

Please allow this to serve as my initial response to your Public Records Request dated January 14, 2016. The documents that you seek are currently in use. We have begun the process of retrieving the documents.

Even though the search is ongoing and the Parish believes that documents in its possession are public records, the Parish will avail itself of any statutory provision which either exempts or prohibits production of documents. The Parish will avail itself of the attorney client privilege. The Parish recognizes and will not produce the thirty-nine (39) exceptions, including subparts, that are identified, but not discussed in Title 44 of the Louisiana Revised Statutes. The identification of these exceptions is located in La. R. S. 44:4.1. Further, the Parish will not produce records that fall within exceptions specified in Chapter 44 of the Louisiana Statutes, including but not limited to:

1. La. R.S. 44:3: Records of prospective, investigative, and law enforcement agencies, and communications districts.

2. La. R. S. 44:4(15): Any pending claims or pending claim files in the custody of Parish Administration, including the Department of Risk Management or the Legal Department; any attorney files concerning pending legal claims involving the Department of Risk Management; any pending claims relating to loss reserves maintained or established by the office of risk management, division of administration or any office with similar responsibilities for any claims or for losses incurred but not reported, as such would jeopardize or have detrimental effect on the litigating position of the Parish.

3. La. R.S. 44:11: As to public employees, the home telephone number that is unlisted/private, or the home telephone number and address when the employee requests that it be confidential; and the name and account number of any financial institution to which an employee's wages and salary are deposited; the social security number; and all medical records.

4. La. R.S. 33:4891: The identity of a complainant in a Code Enforcement or Animal Services matter.

5. La. R.S. 44:3(A)(1) and La. R.S. 44:4(15): Open Code Enforcement or Animal cases.

As electronic searches are time consuming and burdensome to our servers most electronic searches must be performed by outside contractors after working hours. You may be required to pay the cost of a contractor to perform electronic searches for these emails at \$45.00 per hour. Upon receipt of your request you shall be informed whether extra expenses were incurred.

Sincerely,



SCOTT M. SMITH
8201 W. Judge Perez Drive
Chalmette, Louisiana 70043
Phone: (504) 278-4349;
Fax: (504) 278-4493
LEGAL COUNSEL FOR,
ST. BERNARD PARISH
GOVERNMENT

Lenor Duplessis

From: Shelley C. Tank
Sent: Friday, January 15, 2016 2:09 PM
To: Charlotte Luna
Cc: Scott M. Smith; Lenor Duplessis
Subject: Public Records Request
Attachments: doc03951320160115140016.pdf

Charlotte,

Attached is a public records request that requires assistance from your department.
Please forward the information to me.

Thank you,
Lenor Duplessis

-----Original Message-----

From: Pres_Copier@sbgp.net [mailto:Pres_Copier@sbgp.net]
Sent: Friday, January 15, 2016 2:00 PM
To: Shelley C. Tank
Subject:

TASKalfa 3550ci
[00:c0:ee:a6:db:40]

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, Louisiana 70043 USA
www.sbgp.net

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MINUTES OF THE **EXECUTIVE/FINANCE COMMITTEE MEETING HELD ON AUGUST 27, 2014 AT THREE O'CLOCK (3:00) P.M. IN ST. BERNARD PARISH COUNCIL CHAMBERS, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA.**

The Executive/Finance Committee met on Thursday, August 14, 2014 in the St. Bernard Parish Council Chambers pursuant to notice given to each member and posted in the manner required by law.

Committee Chairman, Mr. Lewis, convened the meeting at 3:04 p.m. and directed the Clerk of Council, Roxanne Adams, to call the roll.

There were present: Committee Chairman Richard "Richie" Lewis and Committee Member Manuel "Monty" Montelongo.

There was absent: Casey Hunnicutt

President Peralta, and Ross Gonzales, Finance Director were present representing Administration and Councilman McInnis was also present.

Mr. Montelongo led the Pledge of Allegiance.

#1 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to approve minutes of the August 27, 2014 Executive/Finance Committee meeting.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

NAYS: None

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#2 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss **Summary No. 3116**, an ordinance to amend Chapter 4, Animals and Fowl; Article II, Animal Control Regulations, Sections 4-21, 4-22, 4-25, 4-30, 4-39, 4-130, 4-131, 4-141(D)(6); Article III, Veterinary Advisory Board, Sections 4-151, and 4-152 of the St. Bernard Code of Ordinances.

Discussion ensued;

On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to forward Summary No. 3116 to the full Council with a recommendation for approval with possible amendments.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

Minutes of Executive/Finance Committee Meeting of August 27, 2014
Page -2-

NAYS: None

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#3 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss **Summary No. 3123**, an ordinance to amend Ordinance SBPC #1378-03-13, to Create the St. Bernard Parish Adjudicated Surplus Properties Program.

Discussion ensued;

On motion of the Chair, without objection and by unanimous consent, it was moved to forward Summary No. 3123 to the full Council with a recommendation for approval with amendments at introduction.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

NAYS: None

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#4 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss a resolution authorizing the Parish President to submit a grant application to the Louisiana Housing Authority under the 2014 Emergency Solutions Grants Program to benefit the Saint Bernard Battered Women's Program, Inc.

On motion of the Chair, without objection and by unanimous consent, it was moved to forward this item to the full Council with a recommendation for approval.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

NAYS: None

Minutes of Executive/Finance Committee Meeting of August 27, 2014
Page -3-

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#5 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss a resolution to express support for the adopted St. Bernard Parish Comprehensive Plan.

On motion of the Chair, without objection and by unanimous consent, it was moved to forward this item to the full Council with a recommendation for approval.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

NAYS: None

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#6 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss a resolution to change the November 4, 2014 Council Meeting to November 5, 2014.

On motion of the Chair, without objection and by unanimous consent, it was moved to forward this item to the full Council with a recommendation for approval.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

NAYS: None

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#7 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss a resolution with respect to the Municipalities Continuing Disclosure Cooperative Initiative of the Securities and Exchange Commission.

Minutes of Executive/Finance Committee Meeting of August 27, 2014

Page -4-

On motion of the Chair, without objection and by unanimous consent, it was moved to forward this item to the full Council with a recommendation for approval.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

NAYS: None

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#8 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss the incident of a dog biting a child on Mehle St. and subsequent actions taken by Animal Control.

Discussion ensued; no official action was taken.

#9 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss policy for forwarding items to the Executive Finance Committee.

Discussion ensued; it was recommended to have all resolutions prior to a Council meeting with the exception of ABBD's and all ordinances once they are introduced be addressed at the EFC meeting.

On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to forward these recommendations to the full Council with a recommendation for approval in resolution form.

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Montelongo

NAYS: None

ABSENT: Hunnicutt

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 27th day of August, 2014.

#10 On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to discuss the Valero agreement to replace sidewalks in the "buyout" area.

Minutes of Executive/Finance Committee Meeting of August 27, 2014
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Discussion ensued; Councilman Hunnicutt is present.

No official action was taken.

#11 On motion of Mr. Montelongo, seconded by Mr. Hunnicutt, it was moved to discuss a letter received from the Parish President requesting that Councilman McInnis and Councilman Lewis initial/sign overtime sheets submitted by the fire department to fully operate and staff all fire stations as it relates to Article V of the St. Bernard Parish Home Rule Charter.

Discussion ensued; no official action was taken.

#12 On motion of Mr. Montelongo, seconded by Mr. Hunnicutt, it was moved to discuss July 2014 Financials.

Discussion ensued; no official action was taken.

There being no further business for discussion, the meeting was adjourned at 4:32 p.m. on the 27th day of August, 2014.

Roxanne Adams

Roxanne Adams
CLERK OF COUNCIL

Richard Lewis

Richard Lewis
COMMITTEE CHAIRMAN

Return to Owner/Guardian Contract - Nov 4 2014 Tel.: 504-278-1534 | Fax:504-281-4731



St. Bernard Parish's Animal Shelter
5455 East Judge Perez Drive
Violet, Louisiana 70092 USA
animalcontrol@sbgp.net
www.sbgp.net

Nicolai Alatzus
1816 Mehle Street
Arabi, Louisiana 70032 USA

Person ID: P17546703
Tel:504-682-9112 Ext.

Animal Information

Animal ID:	A22066747	Name:	Walle	Types:	Dog	Gender:	Male
ARN:		DOB:	2/18/2011	Breeds:	Hound/Mix	Altered:	Yes
Chip #:	0A125F721F	Current Age:	3 y 8 m 17 d	Colors:	Brown	Size:	Large
Type:	24PetWatch	Age Group:	Adult	Pattern:		Weight:	

Reclamation Agreement

How did the animal get out? RELEASED FROM ENCLOSURE AFTER BEING ENTERED

What counseling or assistance did SBPAC offer? SECURITY RANKER, SAFEGUARDING

1. I will provide humane care, proper food, water, shelter, exercise, annual vaccinations, monthly heartworm prevention and competent veterinary care in case of illness or injury. ___

2. I will comply with all laws and ordinances in force in the area in which I reside, applicable to said animal.

Signed [Signature]

Signature of Owner

Signed Colby

Signature of Employee

Report

ay Hold	C-10	4/29/2014 12:25:18 PM	Shannon Asevedo
ed		2/26/2014 1:31:37 PM	Cathy Landry
ug Stray Hold	C-10	2/18/2014 8:02:24 AM	Cathy Landry

Hold

Reason	From (Date/Time) / By	Review Date	To (Date/Time) / By	Hold for	Print Contract	Release Reason
Bite	04/29/2014 12:29 PM				Open	
Quarantine	sasevedo					

Comments
2nd bite

Memo

Type	SubType	Data Time	Comments	By	Review Date
Outcome		4/29/2014 12:36:44 PM	This is Walle's 2nd bite case within a two month period. Mr. Alatzus was informed that Walle will be deemed a dangerous dog which means when his ten day bite quarantine has expired, Walle will either be humanely euthanized or he will need to be removed from St. Bernard Parish, immediately following his quarantine hold. Mr. Altazus said that he may be able to have Walle relocated to is mother-n-laws rescue in New Mexico. Nicolai Alatzus HOME NUMBER 504-682-9112 Cell: 504-435-3083	sasevedo	

Animal Profile

Featured Pet	Adoption Price	Housetrained	Housetraining Comments		
No	\$0.00	Unknown			
Special Needs	Behavioral	Medical	Historical Environment	Recommended Environment	Service Animal
No					No

Special Needs Comments

Veterinarian	Allergies	Medications

Animals

<u>Qty</u>	<u>Animal Type</u>	<u>Lived With</u>	<u>Interacted With</u>	<u>Tested With</u>	<u>Do Not Place</u>

People

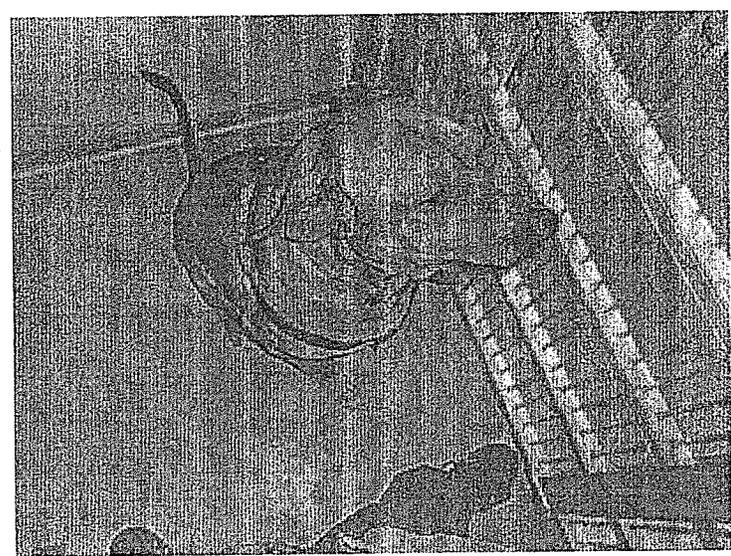
<u>Qty</u>	<u>Age Groups</u>	<u>Lived With</u>	<u>Interacted With</u>	<u>Tested With</u>	<u>Do Not Place</u>

Activity

I enjoy:	I'm afraid of:	People describe me as:	
Activity Level:	Vocalization Level:	Off Leash:	Training History:
Unknown	Unknown	Unknown	Unknown

Specific Known Commands:

Animal Profile Comments:



Case View Report



St. Bernard Parish's Animal Shelter
 5455 East Judge Perez Drive
 Violet, Louisiana 70092 USA
 animalcontrol@sbgp.net
 www.sbgp.net
 Tel.: 504-278-1534 | Fax: 504-281-4731
 Printed: 07/21/2014 07:29AM By: cluna

Case Details

Case #: C02442191 Case Date/Time: 04/28/2014 04:30PM Reported:
 Reference #: Jurisdiction: Arabi
 Status: Open

Category: Incident 1816 Mehle Street , ARABI , 70032 , Louisiana , United States
 Type: Bite , Location Type: Single Family Dwelling
 Subtype: Animal to Person Directions:
 Officer: Donna Miller Result: Impound By: Melodie Couture Date/Time: 04/29/2014 01:07PM
 Review Date: Result Comments: See Case Memo

Created By: sasevedo Animal Info: Large brown short haired dog. Formally here at the shelter named "Walle"
 Created: 04/29/2014 01:07PM
 Last Updated By: cluna Person Info: Sheriffs Dept.
 Updated: 05/13/2014 08:49AM

Case Memo(s)

Memo #	Reference	Reference #	Memo Type Memo Subtype	Created Date/Time	Created By	Updated Date/Time	Updated By	Review Date/Time
2492172	Case		Statements	04/29/2014 01:21PM	sasevedo	04/29/2014 01:07PM	sasevedo	

Victim: 10 year old Dylan O'Brien DOB: 12-30-2003 MOTHER: Michelle O'Brien Phone # 781-812-8475. Dylan was going to Mr. Alatzus house where he had been numerous times to play with the young girl who lives there. Dylan had never seen the dog in any of his previous visits, says the dog was always kept up. Dylan was in the front yard of Mr. Alatzus's home when the dog began jumping at the wooden gate from the back yard side. The dog kept jumping at the gate until he finally broke through, and ran up to Dylan and bit him on the upper part of his right thigh and buttock area. Injuries sustained: punctures and abrasions.

2492186	Case		Site Visit	04/29/2014 01:29PM	sasevedo	04/29/2014 01:21PM	cluna	
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Mr. Alatzus was not home at the time of the incident and Animal Control went to the home on Tuesday, April 29th and seized the dog where he will remain at the St. Bernard Parish Animal Shelter throughout his 10 day bite quarantine. Director, Charlotte Luna, explained to Mr. Alatzus that beings this is the second time that Walle has bitten within a two month period, we will have no other choice but to deem him dangerous. With the dog being deemed dangerous, Mr. Alatzus will have only two options. He could one, remove the dog from the parish immediately following his bite quarantine or we will have him humanely euthanized. Mr. Alatzus said that he may be able to have him sent to his Mother-n-Laws rescue in New Mexico

2504120	Case		Cite Narrative	05/13/2014 08:45AM	cluna	05/13/2014 08:36AM	cluna	
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Sent registered letter deeming Walle "dangerous dog" 5/12/14. owners have 3 days from receipt to appeal designation. Phone conversation and cite visit with Walle's owners only resulted in them denying Walle's temperament and negative comments towards shelter and its staff. They had made no provisions for Walle to be relocated or to provide an enclosure for him as stated in ordinances Div 5. Walle is considered a threat and can not be released under the same conditions in which he previously was housed.

Related Cases

Case # Ref #	Case Date/Time	Case Category	Case Type	Case Subtype	Case Officer	Case Jurisdiction Patrol Area	Case Address	Case Status	Case Result
C02405233	2/16/2014 6:59:00 PM	Incident	Bite	Animal to Person	Melodie Couture	Arabi	1816 Mehle ARABI, 70032, LA	Closed	No violation observed

Case View Report



St. Bernard Parish's Animal Shelter
5455 East Judge Perez Drive
Violet, Louisiana 70092 USA
animalcontrol@sbgg.net
www.sbgg.net

Tel.: 504-278-1534 | Fax: 504-281-4731
Printed: 04/29/2014 01:29PM By: sasevedo

item # none exist

Case Details

Case #: C02442191 Case Date/Time: 04/28/2014 04:30PM Reported:
Reference #: Jurisdiction: Arabi
Status: Open

Category: Incident 1816 Mehle Street , ARABI , 70032 , Louisiana , United States
Type: Bite , Location Type: Single Family Dwelling
Subtype: Animal to Person Directions:
Officer: Donna Miller Result: Impound By: Melodie Couture Date/Time: 04/29/2014 01:07PM
Review Date: Result Comments: See Case Memo

Created By: sasevedo Animal Info: Large brown short haired dog. Formally here at the shelter named "Walle"
Created: 04/29/2014 01:07PM
Last Updated By: sasevedo Person Info: Sheriffs Dept.
Updated: 04/29/2014 01:07PM

Case Memo(s)

Memo #	Reference	Reference #	Memo Type Memo Subtype	Created Date/Time	Created By	Updated Date/Time	Updated By	Review Date/Time
2492172	Case		Statements	04/29/2014 01:21PM	sasevedo	04/29/2014 01:07PM	sasevedo	

Victim: 10 year old Dylan O'Brien DOB: 12-30-2003 MOTHER: Michelle O'Brien Phone # 781-812-8475. Dylan was going to Mr. Alatzus house where he had been numerous times to play with the young girl who lives there. Dylan had never seen the dog in any of his previous visits, says the dog was always kept up. Dylan was in the front yard of Mr. Alatzus's home when the dog began jumping at the wooden gate from the back yard side. The dog kept jumping at the gate until he finally broke through, and ran up to Dylan and bit him on the upper part of his right thigh and buttock area. Injuries sustained: punctures and abrasions.

2492186	Case		Site Visit	04/29/2014 01:29PM	sasevedo	04/29/2014 01:21PM	sasevedo	
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Mr. Alatzus was not home at the time of the incident and Animal Control went to the home on Tuesday, April 30th and seized the dog where he will remain at the St. Bernard Parish Animal Shelter throughout his 10 day bite quarantine. Director, Charlotte Luna, explained to Mr. Alatzus that beings this is the second time that Walle has bitten within a two month period, we will have no other choice but to deem him dangerous. With the dog being deemed dangerous, Mr. Alatzus will have only two options: He could one, remove the dog from the parish immediately following his bite quarantine or we will have him humanely euthanized. Mr. Alatzus said that he may be able to have him sent to his Mother-n-Laws rescue in New Mexico.

*owner of property 1816 Mehle:
Delia Poche
98 Wren St.
New Orleans 70124*

Field Report

Officer Name: Cathy/Charlotte

Officer Badge Number: _____

Address of Incident: 1709 Mehle

Type of Incident: Dog Bit

Type of Animal: _____

Sex of Animal: _____

Description of Animal: _____

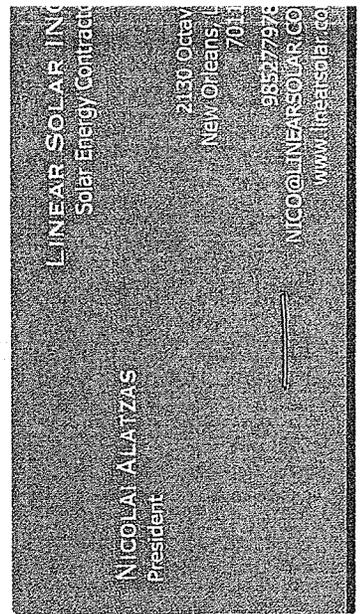
On scene Report: Dylan O'Brien 10yr. 12-30-03
617 Community St 70032 Michelle O'Brien
Bite on right thigh requiring
637 Mehle,
Michelle O'Brien
781-812-8475

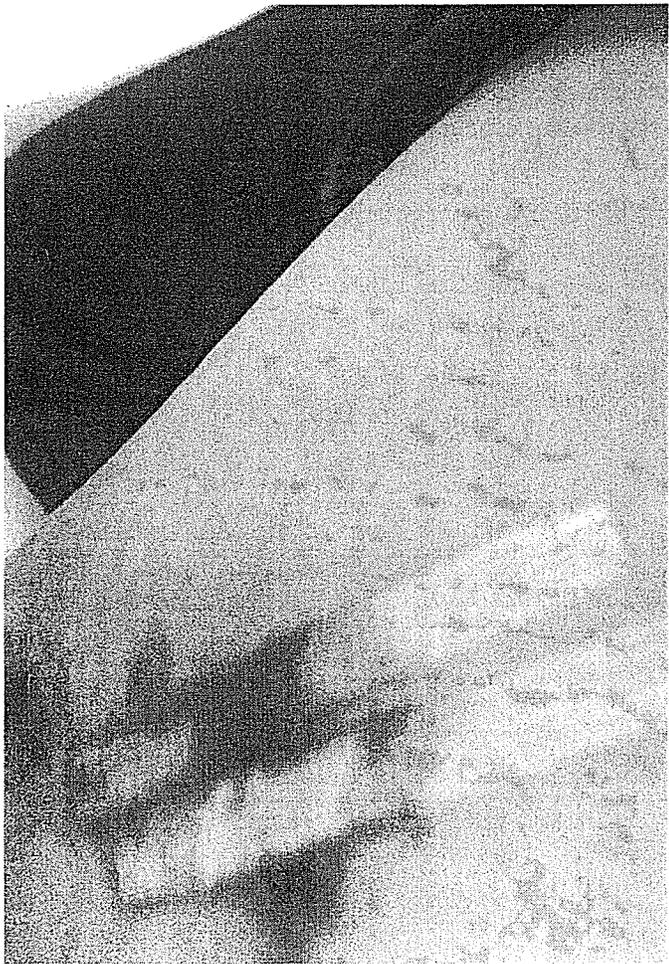
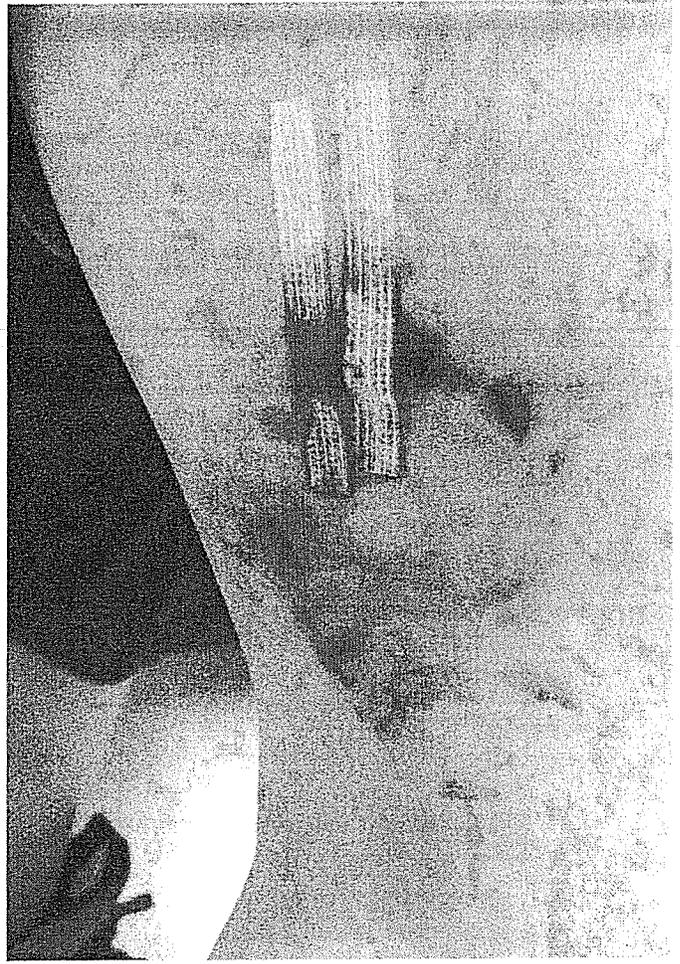
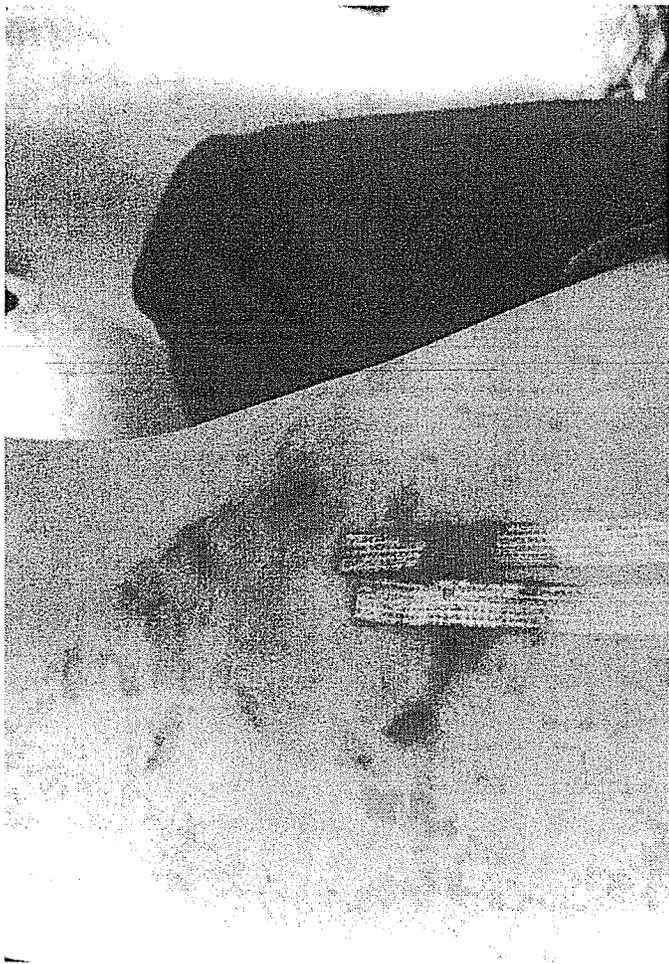
Brown short hair dog - Walle
playing with Isabella Nicolai
dog pushed gate open and bit, back of
right thigh and Rt buttock (punctured
abrasion

Officer Signature

Date of Incident

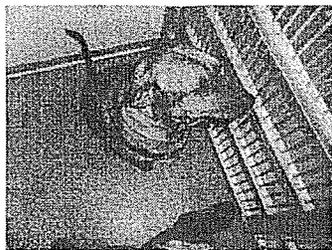
Filing Date





Kennel Card

Tel.: 504-278-1534 | Fax: 504-281-4731



Adopt and Protect this pet with the 24PetWatch Gift of Pet Insurance. Visit us at www.24PetWatch.com or call 1.877.291.1524.

Make sure they can always find their way home with 24PetWatch lost pet recovery services. For more information visit www.24PetWatch.com or call 1.866.597.2424.



Walle

Animal ID: A22066747 Stage: Bite Quarantine Review Date: Location: 03Dog Stray Hold/C-05

Description:

Walle Hound/ Mix, Brown/ / , Large
 Dog 3 y 3 m 16 d , DOB: 2/18/2011 , Currently Altered: Yes
 Male Declawed: None
 Adult Collars: / , Bitten: Bite History, Distinguishing Marks: None

Intake Info:

<u>Intake Date/Time</u>	<u>Emancipation Date/Time</u>	<u>Intake Type</u>	<u>Intake Sub Type</u>	<u>Intake Reason</u>
04/29/2014 12:25PM	05/09/2014 12:25PM	Seized / Custody	Bite Quarantine	
<u>Jurisdiction</u>	<u>Location Found</u>			
Arabi	Mehle Street			

Hold Info:

<u>Hold Type</u>	<u>From (Date/Time)</u>	<u>Hold for</u>	<u>Hold Review Date</u>	<u>Comments</u>
Bite Quarantine	04/29/2014 12:29 PM			2nd bite

Field Report

Officer Name: CL

Officer Badge Number: _____

Address of Incident: 1816 Muhl

Type of Incident: _____

Type of Animal: _____

Sex of Animal: _____

Description of Animal: _____

On scene Report: Phone conversation with Mr. Nicolai Alatzus Thurs 5/6/14 to see what provisions have been put in place for Walle when 10 quarantine is complete May 8, 2014. Mr. Alatzus felt time restriction given to comply was unrealistic. Copy of Chap 4 Div. 5 & Sec 4-21 were given on 4/29/14 in order for provisions w/in restrictions could be met. Mr. Alatzus felt he should appeal the decision to deem Walle dangerous and stated Walle was teased as 10 yr old Daylan Brien proned his buttock to the gate Walle stood behind repeatedly which caused Walle to bite. Mr. Alatzus was informed Walle would not be released until provisions were in place.

Officer Signature

Date of Incident

Filing Date

~~Mr~~
Mrs. Leilani Crosby site visit 5/7/14
visited Walle and discussed
the restrictions placed on Walle's
release. Mrs Crosby stated her disgust
of our facility, and myself as well as
St Bernard Parish. Was angered that
she has no option for Walle except
euthanasia. After repeated discussion
of relocation or abiding by restrictions
defined in Municode. Div 5 "dangerous
dog" Mrs Crosby contradicted her husband
in saying that ~~Dylan~~ Dylan O'Brien open the
latch on the gate which held Walle
while dancing in front of him.
~~Dylan~~ Dylan O'Brien gave statement Walle forced
gate open, Mr Alatzus also stated
Walle forced gate open upon being teased
by child dancing.

5/8/14 Mr Alatzus called to say he
clearly wanted to appeal "dangerous
dog" restriction, stated he would
be out of town 5/10 - 5/20

BOUTERIE LAW FIRM
A Professional Law Corporation

Alan G. Bouterie
Alan G. Bouterie Jr.
David M. Serio

St. Bernard Office:
2110 Pakenham Dr.
Chalmette, LA 70043
(Tel) 504-279-3303
(Fax) 504-279-5560

[Please send mail to St. Bernard address]

Slidell Office:
122 Village Street
Slidell, LA 70458
(Tel) 985-641-9002

October 31, 2014

Via Fax No. 504-278-4330
and Email wmcgoey@sbgg.net

Mr. William McGoey
Mr. Scott Smith
Mr. Corey Grant
Legal Counsel for the St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, LA 70043

RE: Nicolai Alatzas, et al versus St. Bernard Parish Government
Case Number 14-0735, Division "D"
Appeal of St. Bernard Parish Department of Animal Services
Relative to the "Dog Known as Walle"

Dear Counsel:

Attached is a copy of the insurance policy required under the agreement reached in the above captioned matter.

Additionally, please be advised that Mr. Alatzas has paid all fees due to the Animal Shelter and has completed erecting the necessary enclosure for Walle.

Mr. Alatzas would like to pick up Walle today from the Animal Shelter and I ask that you contact me upon receipt of this letter so that we can further discuss this matter.

Very truly yours,

Alan G. Bouterie Jr.

AGBjr/rp
Enclosure

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
10/29/2014

PRODUCER AND THE NAMED INSURED
Evolution Insurance Brokers, LLC.

8722 S. Harrison St.
Sandy, UT 84070
(801) 304-5500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.



INSURERS AFFORDING COVERAGE

INSURED
Nicolai Alatzas

1816 Meble Ave
Arabi, LA 70032

INSURER A: Prime Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> Animal Liability <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Exclude Products <input checked="" type="checkbox"/> Exclude Completed Operations	SC1410110	10/28/2014	10/28/2015	\$50,000 Per Person \$100,000 Per Accident \$200,000 Policy Aggregate
<input type="checkbox"/> Commercial Auto Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Drive Away				
<input type="checkbox"/> Commercial Garage Liability G.K.L.L. O.T.R.P.D. D.O.C. Cargo On Hook Employee Dishonesty Wrongful Repossession Claims Made Exclude Products Exclude Completed Operations				
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Claims Made				

OTHER

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Coverage is limited to only insured activities or operations identified in the Policy. Animal Liability - Walle - Sharpei Mix

CERTIFICATE HOLDER
 ADDITIONAL INSURED
 LOSS PAYEE

FOR PROOF OF INSURANCE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Valerie Daphneton

LA. Dept. of Ins. LDI
 Cert. of Ins. COI
 Assigned LDI No. 271128 04 11
 Date 10/2014



8722 South Harrison St., Sandy, UT 84070
P.O. Box 4439, Sandy, UT 84091
Phone: 877-678-7342 - Fax: 800-482-6818
Website: www.eibdirect.com
E-mail: quotes@eibdirect.com

Premium Invoice

Bill to:

PDR-CA5332
Einhorn Insurance
3836 Centraloma Dr
San Diego, CA 92107

Customer Number E14-108937
Policy Number: SC1410110-0
Insured Name: Nicolai Alatzas

Invoice Number: INV0496510
Certificate No.:

Policy Effective Date: 10/28/2014

Policy Expiration Date: 10/28/2015

Billing Information:

Gross Premium	\$1,951.00
Additions:	
Policy Fees	\$50.00
State Tax	\$100.05
SLSC	\$0.00
Less:	
Commission Retained	\$195.10
Policy Fees Retained	\$0.00
Premium Tax Retained	\$0.00
Amount Received	\$840.52
Total Due:	\$1,065.43
Due Date:	11/27/2014

Please Remit Payment To:

E.I.B.
P.O. Box 4439
Sandy, UT 84091

Make check payable to: E.I.B.



8722 South Harrison St., Sandy, UT 84070
P.O. Box 4439, Sandy, UT 84091
Phone: 877-678-7342 - Fax: 800-482-6818
Website: www.primeis.com
E-mail: quotes@primeis.com

Binder

10/29/2014

Einhorn Insurance
3836 Centraloma Dr
San Diego, CA 92107

Re: Nicolai Alatzas

All Exclusions/Amendments apply as per the Quote provided.

This Binder is valid for 30 days on the condition that all duties and obligations of the Insured are met; including, but not limited to, the Insured's full and truthful disclosure of information during the application process, the Insured's compliance with the terms and conditions of coverage, and the Insured's payment of the stated premium and full compliance with these Payment Terms. Any potential coverage provided by this Binder will be deemed rescinded and void from the date of the Binder in the event of non-payment of the required premium or for any other failure of the Insured to perform or cooperate in the application, binding, or coverage process.

Carrier: Prime Insurance Company

Binder Number: SPANA14101110

Customer Number: E14-108937

Invoice Number: INV496510

Effective Date: 10/28/2014

Expiration Date: 10/28/2015

Retroactive Date: 10/28/2014

Description of Risk(s) Animal Liability - Walle - Sharpei Mix

Description of Coverage: Animal Liability Insurance

Premium:	\$1,951.00	Agent Commission Percentage: 10%
Policy/Inspection Fee:	\$50.00	Agent Commission Amount: \$195.10
State Taxes:	\$100.05	Minimum Earned: 40%
SLSC:	\$0.00	
	\$0.00	
Total:	\$2,101.05	

Conditions: Review and comply with all the conditions below and complete and return all requirements on the coverage request form.

Must receive claims history & incident disclosure form to verify details of both previous incidents: when did each occur, what happened exactly, amount paid out if claim made

Quote is subject to change

Leash is required anytime canine is outside of an enclosed area

Use of muzzle is required when off premises and/or in public areas. Also, dog must be in care and control of named insured.

Animal Liability - Only scheduled canines are covered on the policy - Walle - Sharpei Mix

Animal Liability - No coverage exists for any animal running at large.

Animal Liability - To avoid cancellation for non-compliance you must comply with all or any requirements set forth by your city or town ordinance

Animal Liability - Risk location must be enclosed with 6-foot high fencing around yard if dog is to be outdoors unattended. Canine may be locked in an individual 6 foot high kennel as an alternative.

Higher Limits - If Higher Liability Limits are required by the insured, please contact underwriting for a formal quote.

Insured canine is not to be allowed in yard unattended - must be kept in 10x10 locked kennel if outdoors unattended, otherwise must be on leash and muzzled

If applicable, the Broker is responsible for all surplus lines taxes and fees.



8722 South Harrison St., Sandy, UT 84070
 P.O. Box 4439, Sandy, UT 84091
 Phone: 877-678-7342 - Fax: 800-482-6818
 Website: www.primeis.com
 E-mail: quotes@primeis.com

Commercial Liability

\$50,000 Per Person
 \$100,000 Per Accident

\$2,500 SIR_BI
 \$2,500 SIR_PD

Products: Include Exclude
 Completed Ops: Include Exclude
 Form Type: Claims Made Occurrence

\$200,000 Aggregate

Limitations: The Policy provides coverage for only those activities and operations otherwise covered under the Policy as listed below and for which a specific coverage charge has been paid.

Classification and Description of activities and operations	Code No.	Basis of Coverage Charge
Animal Liability - Walle - Sharpei Mix	88888	Number of Units

Loc No.	Address
1	1816 Mehle Ave Arabi, LA 70032

Prime Insurance Company

8722 South Harrison Street
Sandy, UT 84070

Phone: (877) 585-2851 Fax:(877) 585-2852

Please Sign and Return this Form

Policy Receipt Form and Coverage Conditions Summary

TO THE PRODUCER AND 'INSURED': Coverage provided under the Policy referenced below is expressly conditioned upon you (the 'Insured') reviewing and properly executing and returning this Policy Receipt Form and Coverage Conditions Summary ('Form') to us (the 'Insured') within 10 days of receipt of the Policy. This Form requires you to make certain representations and warranties regarding the coverage provided by the Policy and to warrant continuing compliance with terms and conditions of coverage; however, this Form is NOT a complete summary of all terms and conditions of the Policy—you should read the Policy in its entirety. In the event this Form is not timely completed and returned, we reserve the right to cancel the Policy at any time upon notice to you.

Please verify the following information and correct it if necessary.

Insured: Nicolai Alatzas Policy Number: SC1410110 /

Physical Address: 1816 Mehle Ave, Arabi, LA 70032

Mailing Address:

Phone: 5043339620 Fax: E-mail: alatzas.nicolai@gmail.com

Endorsements Delivered: PAP-99-06, PAL-00-01, PAP-99-03, PAP-99-07 PAP-99-16, PAP-99-35

You understand, acknowledge, and agree as follows:

- 1. You received a copy of the Policy and all Endorsements listed on the Declarations. (We sent the Policy to your broker or agent who is responsible for providing the Policy to you. If you have not received the Policy, please contact your broker or agent immediately and request it.)
2. The Policy is a 'manuscript policy,' which means it does not follow any standard insurance policy form.
3. The insurance broker or agent is acting as your agent and NOT our agent, and the broker or agent is not authorized to bind coverage on our behalf.
4. Coverage is limited to the activities and operations and at those locations listed, described, and defined on the Declarations and in the Policy any changes to you policy, including address changes, must be made in writing through your broker or agent.
5. You are required to give notice within 72 hours to us of your discovery of any incident, occurrence, event, loss, or accident, which may lead to a claim: cda@primeis.com or 877-585-2849. Claim Expenses reduce the available Limits of Liability available under the Policy.
6. We have the right to collect additional premium equal to 25% of the total premium due for the Policy if you fail to comply with any premium audit request made by us at anytime..
7. The Policy provides for a Self-Insured Retention ("SIR") that must be paid by you in the event of a claim, per claim.
8. Both our delivery of the Policy to the broker or agent acting for you and your signature on this form separately constitute your express acceptance of the terms and conditions of the Policy.
9. The undersigned is authorized to execute this form and to bind the Insured identified on the Declarations.
10. Terrorism and retroactive date coverages were offered to you for an additional premium and you expressly rejected such coverage, unless expressly paid for and listed on the Declarations.
11. In the event of any Claim, the minimum, fully earned premium for the Policy will be 100% of the total premium stated on the Declarations and such minimum, fully earned premium will replace any other minimum-earned premiums charged and will not be subject to short -rate or pro-rata adjustment.
12. The undersigned acknowledges that he/she has been informed that the insurance risk for which he/she desires coverage has been placed pursuant to the surplus line insurance law; and that he/she understands that the insurance company's rules and forms are not subject to review by the state insurance department; that the protection of the Guaranty Fund does not apply to the policy written pursuant to the surplus line insurance law; and that a surplus lines tax is required by law to be collected on all surplus line insurance premiums.
13. The Insured understands and acknowledges that the Insurer conducts its business activities, including underwriting, risk management and claims services within the State of Utah. The Insured represents and acknowledges that the Insured has purposefully directed its actions to procure the insurance services of the Insurer within the State of Utah and, for that purpose, will make continuous and systematic requests for the Insurer's services in the State of Utah. The Insured acknowledges that, by entering into this policy of insurance, the Insured is deemed to be transacting business within the State of Utah such that the courts of Utah may exercise jurisdiction over it regarding any issues arising out of this Policy. In addition, the Insured hereby understands and consents to the jurisdiction of the courts in the State of Utah and agrees that those courts shall be the exclusive forum for the resolution of any claims or disputes arising between the parties related to any insurance coverage issues and any payments due the Insured under the Policy, unless both the Insurer and Insured agree otherwise in writing.
14. By signing below the Applicant acknowledges that municipal, state, federal or other law may require higher or otherwise different limits of liability coverage than have been offered. The Applicant further accepts responsibility for obtaining additional insurance or self-insuring to fulfill the requirements of the law.

NOTE: If this Quote is being provided by Evolution Insurance Brokers ('EIB') for insurance placed with Prime Insurance Company ('Prime') , you are hereby informed that EIB is acting as a surplus lines broker for and on behalf of Prime. Certain agreements are in place between EIB and Prime that affect the types and nature of insurance offered through EIB. These agreements include Rick J. Lindsey serving as an officer of both EIB and Prime.. You are further informed that nothing herein is meant to indicate that EIB is acting as an agent or broker on your behalf. All insurance decisions must be made independently by you and you are free to seek professional advice regarding such decisions.

Dated: _____

Insured Signature _____ Print Name and Title _____



Evolution Insurance Brokers, LLC (EIB)
8722 South Harrison St. Sandy, UT 84070
Phone: 877-678-7342 Fax: 877-452-6910
Website: www.eibdirect.com

October 29, 2014

Nicolai Alatzas
1816 Mehle Ave
Arabi, LA 70032

RE: Insurance Policy and Policy Receipt Form

We are pleased to provide the enclosed insurance policy and a Policy Receipt Form.
In order to continue coverage, you must review your Policy and sign and return the enclosed Receipt Form within 10 days of receipt of your Policy acknowledging that you have read and understood your coverage.

Please retain a copy for your records and return the signed Policy Receipt Form to:

Risk Management Direct
P.O. Box 4439
Sandy, UT 84091-4439
Phone: 877-585-2851
Fax: 877-585-2852 Email: rmd@primeis.com

In addition to providing insurance coverage, we are pleased to provide you with the services of Risk Management Direct, a partner of EIB. Risk Management Direct partners with you by providing risk management support as well as a Risk Management Manual, available at www.eibdirect.com under Forms/Risk Management. Using the Risk Management Manual is an excellent way of starting a risk management program for your covered operations. Please contact us toll free at 1-800-257-5590 or refer to the Contact Us link at www.eibdirect.com if you should have any questions. We appreciate your business and look forward to working with you.

Sincerely,

Valerie Dykhuizen
Evolution Insurance Brokers, LLC (EIB)
Contract & Policy Services
Phone: (800) 257-5590 Ext. 5010
Fax: (877) 452-6910
Email: polycyservices@primeis.com

Encl.



Prime Insurance Company Declarations

Page 1 of 2

THIS CLAIMS MADE INSURANCE POLICY (the "Policy") is a manuscript policy, meaning it is a negotiated agreement between the Insured and the Insurer, and as such it may differ significantly from policies offered by other insurance companies. As a claims made insurance policy, this Policy contains very strict claim reporting requirements which must be followed as conditions precedent to coverage. The terms of this Policy are contractual and are not merely recitals and all discovery form(s), warranty form(s), and other forms completed by the Insured to obtain coverage form a part of this Policy and constitute warranties of the Insured to the Insurer.

Policy Number: SC1410110

Customer Number: E14-108937

Policy Period: From Effective Date: 10/28/2014 To Expiration Date: 10/28/2015 Retroactive Date: 10/28/2014
(All dates (12:01 a.m.) of the physical address of the Insured.)

Name and Physical Address of the Insured:

Nicolai Alatzas
1816 Mehle Ave
Arabi, LA 70032

Mailing Address:

Same

Policy Premium:

Premium:	\$1,951.00
Insurer Inspection/Policy Fee:	\$50.00
Surplus Lines Broker Fee	\$0.00
State Tax:	\$100.05
SLSC:	\$0.00

Total: \$2,101.05

40 % Premium Earned at Inception

Description of coverage afforded hereunder: Animal Liability Insurance

Endorsements and forms afforded to this policy: PAP-99-06, PAL-00-01, PAP-99-03, PAP-99-07 PAP-99-16, PAP-99-35

Producer: Elnhorn Insurance
3836 Centraloma Dr
San Diego, CA 92107

Contact: Doriana Rachael Elnhorn
License No: 558477

Issuing Office: Prime Insurance Company
8722 South Harrison St.
Sandy, UT 84070

Address Notice of Claims to: Claims Direct Access (CDA)
8722 South Harrison St.
Sandy, UT 84070



Prime Insurance Company Declarations

Commercial Liability \$50,000 Per Person \$100,000 Per Accident \$200,000 Policy Aggregate	Line Premium: \$1,951 \$2,500 Bodily Injury Liability SIR \$2,500 Property Damage Liability SIR	
Form Type: <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	Completed Operations: <input type="checkbox"/> Include <input checked="" type="checkbox"/> Exclude	Products: <input type="checkbox"/> Include <input checked="" type="checkbox"/> Exclude
Limitations: The Policy provides coverage for only those activities and operations otherwise covered under the Policy as listed below and for which a specific coverage charge has been paid.		
Classification and Description of activities and operations Animal Liability - Walle - Sharpei Mix	Code No. 88888	Basis of Coverage Charge Number of Units

Loc.No.	Address
1	1816 Mehle Ave Arabi, LA 70032

Insured Name: Nicolai Alatzas	
Issuing Date: 10/29/2014	Authorized Representative

"This insurance policy is being issued by an insurer that may not be licensed by the state insurance department in this state and may not be subject to this state's supervision and may not be protected in the event of the insolvency of the insurer by this state's guaranty or security fund. This policy issued may not be subject to any or all of the regulations of this state's insurance department pertaining to policy form."

Rick J. Lindsey - 402897
 8722 South Harrison Street, Sandy, UT 84070

This insurance policy is delivered as surplus lines coverage under the Louisiana Insurance Code. In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Guaranty Association which guarantees only specific types of policies issued by insurance companies authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

Additional Interests:	Greenlight Premium Finance Company P.O. Box 66501 Saint Louis, MO 63166
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SERVICE OF SUIT ENDORSEMENT

PAP-99-06

This Endorsement changes the terms and conditions of the Policy issued. Please read it carefully!

Pursuant to a statute of any state of the United States which makes provision therefore, Prime Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for the purpose in the statute, as its true and lawful attorney for the purpose of accepting service of process of any suit instituted by or on behalf of the Insured.

This Endorsement applies solely to service of process and does not modify any forum selection or choice of law provisions contained in the Policy.

ANIMAL LIABILITY INSURANCE POLICY

PAL-00-01

THIS CLAIMS MADE ANIMAL LIABILITY POLICY ("Policy") is a manuscript policy, meaning it is a negotiated agreement between the Insured and the Insurer, and as such it may differ significantly from liability policies offered by other insurance companies. As a claims made insurance policy, this Policy contains very strict claim reporting requirements which must be followed as conditions precedent to coverage. The terms of this Policy are contractual and are not merely recitals and all application(s), discovery form(s), warranty form(s), and other forms completed by the Insured to obtain coverage, constitute warranties of the Insured to the Insurer.

Coverage is provided only for otherwise covered Claims which meet all of the following requirements:

- (1) Which are first made against an Insured during the Policy Period, and
- (2) Which result from an Accident occurring during the Policy Period, and
- (3) For which written notice is given to the Insurer in writing during the Policy Period in accordance with the specific informational and timeliness requirements specified in the Policy.

In addition, coverage is strictly limited to the Insured Animal(s) and at those locations listed, described, and defined herein. Various other provisions of this Policy restrict and limit the coverage provided. Please read the Policy and all Endorsements carefully to determine your rights and duties and what is and is not covered.

Claim Expenses reduce the available Limits of Liability stated on the Declarations. In the event of any Claim, the total amount of any Policy premium charged shall be 100% earned and not subject to short-rate or pro-rata adjustment.

Throughout the Policy and any Endorsements, the words "you," "your," "Insured," and "Named Insured" refer to the Insured shown on the Declarations and any person or organization qualifying as an Insured under Section II of the Policy. The words "we," "us," "our," "Insurer," and the "Company" refer to the insurance company providing this Policy.

Capitalized terms have specific meaning throughout the Policy as defined in the Definitions Section below.

The terms of this Policy are contractual and not merely recitals, and the Policy shall be construed as a whole, including all paragraphs, sections, conditions, provisions, exclusions, and Endorsements.

SECTION I — COVERAGE

A. Insuring Agreement

1. Subject to all other terms and conditions of the Policy, we will pay on your behalf those Damages that you are legally obligated to pay because of Bodily Injury or Property Damage to which this Policy applies:
 - a. Should an Accident occur whereby an Insured Animal causes Bodily Injury or Property Damage; and
 - b. Should such Accident occur during the Policy Period (including any Policy Period extended by a specifically identified Retroactive Date) stated on the Declarations and within the United States of America or its territories; and
 - c. Should a Claim arising out of the Accident be made against you and reported to us in writing during the Policy Period.

The date of an Accident is the date upon which an Accident that results in Bodily Injury or Property Damage occurs regardless of when the Bodily Injury or Property Damage is first discovered or first manifest or reported. Claims arising from Accidents occurring prior to the Policy Period are not covered regardless of when Damages are first manifest or discovered.

2. We have both the right and the duty to provide for your defense with respect to a Claim covered by the Policy. We have the exclusive right to designate and appoint legal counsel to represent you and to otherwise control such defense. Notwithstanding anything to the contrary, our duty to provide for such defense will immediately terminate:
 - a. When the applicable Limits of Liability of the Policy are exhausted by payment of Damages and/or Claim Expenses;
 - b. If the Insured fails to fulfill any Self-Insured Retention obligation imposed by this Policy in a timely manner;
 - c. If the Application, including any supplemental information related thereto, is discovered by us to contain any material misrepresentation of fact; or
 - d. If you violate any of the conditions set forth in this Policy.
3. We have the sole right, but not the duty, under this Policy to settle those otherwise covered Claims for which the proposed amount to be paid as Damages does not exceed the applicable Limits of Liability. Any such settlement will be binding upon the Insured and will not require the Insured's prior consent or ratification. Payment of settlement funds or expenses by us shall not relieve you of your duty to make timely payment of any applicable Self-Insured Retention.
4. We will pay with respect to any Claim we defend:
 - a. All Claim Expenses we incur; or
 - b. All costs of Suit pursuant to statute or order of court after a verdict is entered against the Insured in the Suit; and
 - c. All interest on any judgment that accrues after entry of the judgment and before we pay, tender, or deposit with the court that part of the judgment that does not exceed our Limits of Liability.

Any of the above payments are part of and will reduce the Limits of Liability provided by this Policy.

B. Exclusions

No coverage is afforded nor shall any duty to defend exist under this Policy for:

1. Any Claim that occurs if at the time of Accident:
 - a. The animal involved, whether owned by the Insured or not, is not specifically scheduled on the Declarations or any Endorsement as an Insured Animal; or
 - b. The Insured Animal is not currently and validly registered with the county or state where the Insured resides and where the Insured Animal is housed or kept; or
 - c. The Insured Animal is not fully compliant with any and all governmental regulations as prescribed by the municipality, county, or state; or
 - d. The Insured Animal is being harbored, kept, maintained, or boarded by any boarding kennel or other facility unless the facility is fully disclosed in writing on the application for insurance and accepted by the Company by being listed on the Declarations or any Endorsement; or

- e. The Insured allowed the Insured Animal outside of an enclosed area and failed to maintain direct physical control of the Insured Animal; or
- f. The Insured Animal has not been properly vaccinated for rabies as required by law; or
- g. The Insured Animal is a vicious animal that has been surgically debarked; or
- h. The Insured Animal is being used for any commercial business purpose.

This exclusion 1 h. does not apply when the specific commercial business purpose has been identified on the Declarations or any Endorsement.

2. Death or physical damage or injury to any Insured Animal.

3. Bodily Injury to:

- a. Any Insured; or
- b. The spouse, child, parent, brother, or sister of any Insured as a consequence of Bodily Injury to any Insured.

This exclusion applies to any obligation to share Damages with or repay someone else who must pay Damages because of the Bodily Injury including Damages awarded for contribution or indemnity suits.

4. Bodily Injury or Property Damage for which an Insured is obligated to pay Damages by reason of the assumption of liability under any contract or agreement. This exclusion does not apply to liability for Damages assumed in a contract or agreement specifically approved by the Insurer by Endorsement to this Policy, provided the Bodily Injury or Property Damage occurs subsequent to execution of the contract or agreement, or that the Insured would have in the absence of the contract or agreement.

5. Bodily Injury or Property Damage arising out of the willful violation of a penal statute or ordinance.

6. Bodily Injury or Property Damage expected or intended from the standpoint of any Insured.

7. Property Damage to:

- a. Property you own, use, rent; or occupy regardless of when the Property Damage occurs or was discovered;
- b. Personal property in your care, custody, or control; or
- c. Property loaned to you.

8. Bodily Injury or Property Damage which directly or indirectly is the result of an Accident prior to the Policy Period stated on the Declarations, regardless of the date the Bodily Injury or Property Damage was first discovered, first manifest, or reported.

9. Any Claim for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award, or the return or restitution of legal fees, costs, and expenses. Claims for or awards against any Insured for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award are not covered by the Policy regardless of whether they are demanded or awarded based upon the conduct of an Insured or upon the conduct of others for whose conduct the Insured may be deemed to be vicariously liable.

10. Any Claim seeking relief other than for monetary damages including, but not limited to, claims for injunctions, temporary restraining orders, or other equitable relief or requiring any Insured to take any action other than the payment of compensatory monetary damages for Bodily Injury or Property Damage as defined herein.

C. Conditions and Requirements for Continuing Coverage

1. As conditions precedent to coverage being provided under this Policy, the Insured represents and warrants the following:
 - a. At the commencement of this Policy each Insured Animal is in sound health and free from known disabilities and vicious tendencies; and
 - b. The Insured is the sole owner of each Insured Animal hereby insured. This Policy shall cease to cover an Insured Animal immediately if the Insured sells it or parts with any interest in such Insured Animal, whatsoever, whether temporarily or permanently; and
 - c. The Insured Animal is and will be kept in an enclosed area when not under the direct physical control of an Insured.
2. Coverage shall be terminated at midnight, local time, immediately prior to the day in which any of the following events occur:
 - a. The Insured fails to provide proper care and attention for an Insured Animal; or
 - b. The Insured Animal is removed from the continental United States of America and/or Canada.
3. If the Insurer becomes liable for any payment under this Policy with respect to an Insured Animal, the Insurer shall be subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party with respect to such Insured Animal and shall be entitled, at their own expense, to sue in the name of the Insured. The Insured shall give to the Insurer all such assistance in his power as the Insurer may require to secure their rights and remedies and, at Insurer's request, shall execute all documents necessary to enable the Insurer effectively to bring suit in the name of the Insured.
4. This Policy is void in the event of fraud, misrepresentation, or concealment at any time by any Insured, or for or on behalf of any Insured, as it relates to this Policy in obtaining coverage, representing what is covered property or the value of any covered property or Damage or Loss or Loss, or in reporting any Damage or Loss or Loss claim;

SECTION II — WHO IS AN INSURED?

- A. An Insured is any person and/or entity expressly designated on the Declarations as an Insured.
- B. An Insured is the spouse of the person designated on the Declarations as an Insured.
- C. An Insured is any immediate family living in the residence of the person designated on the Declarations as an Insured.
- D. An Insured Animal is any animal specifically identified on the Declarations or any Endorsement as an Insured Animal and for which the required premium is paid.

SECTION III — LIMITS OF LIABILITY

- A. The Limits of Liability shown on the Declarations and the conditions set forth below fix the most we will pay regardless of the number of:
 1. Insured Animals; or

2. Claims made or Suits brought; or
 3. Persons or organizations making Claims or bringing Suits.
- B. Each Accident Limit of Liability listed on the Declarations is the most we will pay for any combination of Damages and/or Claim Expenses because of all Bodily Injury and Property Damage arising out of any one Accident. Claim Expenses reduce the available Limits of Liability.
- C. This Policy is subject to any and all Sub-limits identified in this Policy, including any identified on the Declarations or on any included Endorsement.
- D. All Claim settlement costs and Claim Expenses are included within the Limits of Liability shown on the Policy Declarations and are not in addition to such Limits of Liability. The Limits of Liability apply to the total sum which the Insured, or the Insurer, become legally obligated to pay by reason of any Bodily Injury or Property Damage for which coverage is provided by the Policy, including any supplementary payment either through adjudication or compromise, any hospital, medical, or funeral charges, and any sums paid or payable as salaries, wages, compensation, fee charges, interest, or expenses of doctors, nurses, investigators, attorneys, and other persons relating to any settlement, adjustment, investigation, or defense of any Claim.
- E. The following items affect our Limits of Liability as outlined:
1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident limit and/or the annual aggregate maximum limit to be exhausted at which time the Insured will have no further benefits under the Policy;
 2. Upon the exhaustion of our Limits of Liability, the Insured may request the Insurer to reinstate the original Limits of Liability for the remainder of the Policy Period for an additional coverage charge as may be calculated and offered by the Insurer on the Policy issued; although, the Insurer has no obligation to accept the Insured's request; and
 3. The Insured understands and agrees that the Insurer has no obligation under the coverage provided by the Policy to notify the Insured of the possibility that the maximum coverage payable is or may be exhausted by any Accident or combination of Accidents that occur or may occur during the Policy Period. The Insured, in his, her, or its sole discretion, must determine if additional coverage should be purchased, and the Insurer has no duty to make a determination or advise the Insured concerning additional coverage.
- F. Notwithstanding anything contained in this Policy to the contrary, the Insurer's financial obligation imposed by the coverage with respect to all Claims, including any Claim Expenses and other related costs, incurred hereunder shall not exceed the amount specified on the Declarations as the aggregate Limit of Liability.
- G. Amounts payable under paragraphs B, C, and D of this section above shall directly diminish the respective Limits of Liability as stated on the Declarations.
- H. ~~Our obligation to make any payments under this Policy shall only arise after the payment by the Insured of~~ any SIR amount as specified on the Declarations. The SIR amount shall apply separately to each and every Claim and to each and every Insured. The Insurer shall have no duty to make any payment for the defense or settlement of any Claim, or for the satisfaction of any judgment, until the Insured has paid the SIR. The Limits of Liability of this Policy include the amount of the SIR and are not in excess thereof.

The Insured will pay 100% of the SIR on each and every Claim for Damages and/or Claim Expenses before any payment is due pursuant to the terms of this Policy. The SIR applies to each and every Claim regardless of whether a claimant presents multiple Claims. The following obligations and restrictions apply to the SIR:

1. The Insurer may assume control and defense of all Claims, Suits, and proceedings which, at its sole discretion, may involve this Policy. Such assumption of the control and defense of any Claim, Suit, or proceeding by the Insurer, including the selection and/or appointment of defense counsel by the Insurer, shall not affect the Insured's responsibility to pay the SIR.

2. A separate SIR shall be paid for each Claim. Multiple Claims arising from the same event shall be subject to multiple SIRs.
3. The Insurer, at its sole discretion and without the consent of the Insured, may agree to the payment of all or any part of the SIR in satisfaction of Claim Expenses, settlements, Damages, or judgments.
4. The Insurer, at its sole discretion, may pay the amount of the SIR from its own funds in satisfaction of Claim Expenses, Damages, settlements or judgments. In the event the Insurer chooses to make such payment, the Insured shall reimburse the Insurer within 15 days of the mailing of a demand by the Insurer.
5. The Insurer, at its sole discretion, may direct the Insured to pay all or any part of the SIR to a third party in satisfaction of Claim Expenses incurred or Damages paid or of settlement or judgment amounts. The Insured shall make any required SIR payment within 15 days of the Insurer's direction to make such payment.
6. In the event the Insured fails to reimburse the Insurer for any SIR amount advanced by the Insurer and the Insurer incurs collection expenses, the Insurer shall be entitled to recover such collection expenses, including reasonable attorneys' fees and expenses, from the Insured to the extent permitted by law.
7. The Insurer has the right, but not the duty, to settle any covered Claim for which the proposed amount to be paid in Damages and Claim Expenses does not exceed the applicable Limits of Liability. Such settlements are binding on the Insured and do not require the Insured's prior consent or ratification.
 - a. Any settlement agreed to by the Insurer pursuant to its settlement right shall be subject to cancellation by the Insurer if the Insured fails to pay the SIR timely.
 - b. If any settlement agreed to by the Insurer is not concluded due to the failure of the Insured to pay the SIR for any reason, the liability of the Insurer for all Claims Expenses, Damages, and/or settlement and judgment amounts shall be limited to the amount for which the Claim could have been settled but for the Insured's failure to tender the SIR.
8. The Policy shall have available at the option of the Insurer, medical benefits payable as expenses in excess of any other collectible insurance or benefit available to any injured third party. The maximum benefit is \$1,000.00 per person, with an aggregate limit of \$5,000.00 per Policy Period.
9. This Policy shall not apply to any Claim first reported to the Insurer while the Insured is in default in the payment of any SIR due from the Insured.
10. Failure to timely pay the SIR as required shall be considered to be the same as failure to pay premium when due, and the Insurer may, at its sole discretion, cancel the Policy for such non payment subject to the same notice requirements as set forth in the Policy for cancellation for non-payment of premium. Such cancellation shall not relieve the Insured of its duty to pay any SIR, and the Insurer may offset any return premium due the Insured against any unpaid SIR and take any other necessary steps to collect any unpaid SIR.

SECTION IV — CONDITIONS

A. Notice of Accident, Potential Claim, Claim, or Suit

1. As an express condition precedent to coverage under this Policy, you must give us immediate written notice, as soon as possible and in no event later than 72 hours, of any incident, event, occurrence, loss, or Accident which might give rise to a Claim covered by this Policy. Written notice must be given to: Claims Direct Access, P.O. Box 4439, Sandy, Utah 84091-4439, U.S.A. Phone: (877) 585-2849 or (801) 304-5530; Fax: (877) 452-6909 or (801) 304-5536, and include:
 - a. How, when, and where the incident, event, occurrence, loss, or Accident took place;

- b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the Accident.
2. You and any other involved Insured must:
- a. Immediately or at the earliest practicable moment, and in no event later than 10 days after receipt by you, send us copies of any demands, notices, summonses, or legal papers received in connection with any Claim or Suit and act in all diligence and prudence to resolve the Claim or Suit; provided, however, that no settlement in excess of any applicable SIR will be agreed to by the Insured without the Insurers' express written consent;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement, or defense of the Claim or Suit—the Insurer may require that the Insured submit to examination or questioning, attend hearings, depositions, and trials—additionally, in the course of investigation or defense, the Insurer may require written and/or sworn statements concerning the Claim; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured, or which provides similar benefits to the Insured, because of injury or damage to which this Policy may also apply.
3. No Insured will, except at his own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior consent in excess of any applicable SIR without prior written consent of the Insurer.

B. Legal Action Against Us

No person or organization has a right under this Policy to:

1. Join the Insurer as a party or otherwise bring them into a Suit asking for Damages from an Insured; or
2. Sue the Insurer under this Policy unless all of the terms of the Policy have been fully complied with by the Insured.

A person or organization may sue the Insurer to recover on an Agreed Settlement or a final judgment obtained after an actual trial against an Insured, but the Insurer will not be liable for Damages that are not payable under the terms of this Policy or that are in excess of the applicable Limits of Liability available to an Insured.

C. Other Insurance

1. If other valid and collectible insurance, whether primary, excess, or contingent or on any other basis, including any form of self-insurance or self-insured retention, is available to an Insured for a loss covered under this Policy, then:
 - a. This Coverage is excess over the other insurance, including any form of self-insurance or self-insured retention; and
 - b. We will have no duty to defend any Claim or Suit that any other insurer has a duty to defend. If no other insurer or issuer of a form of self-insurance or self-insured retention defends, we may undertake to do so, but we will then be entitled to enforce the Insured's rights against those other insurers, self-insurers, or self-insured entity for defense costs, contribution, or indemnity.
2. When both this Policy and other insurance, whether primary, excess, or contingent or on any other basis, including any form of self-insurance or self-insured retention, apply to the loss on the same basis, we will

not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a. If all such other insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than that which would be payable if each Insurer or self-insured entity contributes an equal share until the share of each Insurer or self-insured entity equals the lowest applicable Limits of Liability under any one policy or the full amount of the loss is paid. With respect to any amount of the loss not so paid, each remaining Insurer or self-insured entity will then contribute an equal share of the remaining amount of the loss until each such Insurer has paid its limit in full or the full amount of the loss is paid.
 - b. If all such other insurance does not provide for contribution by equal shares, the Insurer shall not be liable for a greater proportion of such loss than the applicable Limits of Liability under this Policy bears to the total applicable Limits of Liability of all other valid and collectible insurance applicable to such loss.
3. If this Policy and any other policy or coverage contract issued to you by us or any company affiliated with us apply to the same Accident, the aggregate maximum Limit of Liability or an applicable Sub-limits under all of the policies and coverage contracts shall not exceed the highest applicable Limits of Liability or Sub-limit under any one policy or coverage contract. This condition does not apply to any policy or coverage contract issued by us, or an affiliated company, specifically to apply as excess insurance over this Policy.

D. Premium

1. We will compute the premium for this Policy in accordance with our rules and rates at the time coverage is issued.
2. In the event of any Claim, the minimum, fully-earned premium for the Policy will be 100% of the total premium stated on the Declarations, and such minimum, fully-earned premium will replace any other minimum-earned premiums charged and will not be subject to short-rate or pro-rata adjustment.

E. Insured's Representation

By accepting this Policy, you agree that:

1. The statements on the Declarations, the Application, and any supplemental applications for insurance are accurate and complete representations made by you to us;
2. We have issued this Policy in reliance upon the submitted Application and any supplemental information provided by you; and
3. You are subject to all the Policy provisions.

F. Transfer of Rights of Recovery Against Others To Us

If an Insured has rights to recover all or a part of any payment for Damages or Claim Expenses we have made under this Policy from any person or organization, those rights are hereby transferred to the Insurer. The Insured must do nothing after the loss to impair these rights. At our request, the Insured will bring Suit or transfer those rights to us and will do all things we request to assist us to enforce those rights and collect payments made under the Policy.

G. Non-Assignable

No interest, coverage, or rights under this Policy may be assigned or transferred to any other person or entity without the prior written consent of the Insurer. This Policy is issued to the Insured as owned and managed at the time of the Application and does not transfer upon a change in ownership or management without prior written approval of the Insurer.

H. Cancellation

1. The Insured shown on the Declarations may cancel this Policy by mailing a request to cancel to the Insurer. No prior notice to the Policy's regular coverage ending date is required.
2. The Insurer may cancel this Policy by mailing first class or by hand delivery to the Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium or upon your failure to pay any SIR premium or any other cost or fee required to be paid under the terms of this Policy; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The Insurer will mail or deliver any notice of cancellation or any other notice to be delivered under the Policy to the Insured's mailing address shown on the Declarations or on any written Endorsement changing such address.
4. Notice of cancellation will state the effective date of cancellation and the Policy Period will end on that date.
5. If this Policy is cancelled by the Insurer, the Insurer will return unearned premiums calculated on a pro-rate basis. If this Policy is cancelled by the Insured, unearned premium will be calculated on a short-rate basis; however, the Insurer will not return any portion of the minimum earned premium specified in the Declarations. The Insurer has no obligation to return premiums in the event it has made payment on any claim(s) which total amount exceeds the minimum earned premium specified in the Declarations. The Insurer has no obligation to return any unearned premiums until the resolution of any pending claims.
6. If notice is mailed, a prepaid proof of mailing is sufficient proof of notice to the Insured. Notice deposited in the mail in the manner described above shall be effective when so deposited.
7. This Policy is not subject to renewal. The Insurer has no obligation to offer you insurance in the future and has no obligation to provide you with further notice of the expiration of this Policy. The Insurer may, at its option, offer you terms for future separate policies.
8. At no time will cancellation of this Policy for any reason require the Insurer to refund an amount of premium over or above the minimum, fully earned premium set out in this Policy.

I. Changes

This Policy, including any Endorsements, contains all of the agreements between the Insured and the Insurer concerning the insurance provided by the Policy. The coverage terms can be amended or waived only by Endorsement issued by us and made a part of the Policy. Endorsements adding additional Insureds, coverage, or otherwise materially changing the Policy will require additional premium to be collected from the Insured before the Endorsement will become effective. Additional premium associated with any Endorsement will be calculated by the Insurer based upon its then current rates; although, no specific rate is guaranteed to the Insured. Notice to any agent, broker, or service provider, or knowledge possessed by any agent, broker, service provider, or by any other person, shall not effect, waive, or change any part of the coverage provided the Insured under the Policy, or limit the Insurer from asserting any right under the terms of the Policy.

J. Examinations, Inspections, and Surveys

The Insurer has the right, but is not obligated to:

1. Examine and audit your books and records as they relate to this Policy at anytime during the Policy period and up to three years thereafter;
2. Make inspections and surveys of the Insured and its Insured Animals at anytime;

3. Prepare reports on the results of the inspections and surveys, and provide copies of said reports to the Insured; and
4. Recommend and/or require acts to be completed as a condition precedent to continued coverage under the Policy.

K. False or Fraudulent Claim

If any Insured shall make any Claim under this Policy knowing such Claim to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

SECTION V — DEFINITIONS

- A. "Accident" means an incident, event, or circumstance which is unexpected and unintended from the standpoint of any Insured.
- B. "Agreed Settlement" means a settlement and/or release of liability signed and/or authorized in writing by the Insurer.
- C. "Application" means the application for insurance coverage form, and any information provided therewith, completed by or for or on behalf of the Insured requesting insurance coverage from the Insurer.
- D. "Bodily Injury" means physical injury to a person's body, including death, but shall exclude:
 1. Sickness or disease sustained by any person or death resulting therefrom; and
 2. Mental or emotional distress, mental anguish, humiliation, embarrassment, mental anxiety, or other emotional, psychological or mental injury, or any physical manifestation thereof.
- E. "Claim(s)" means any demand for Damages, including a written demand, a civil action, Suit, or institution of arbitration proceeding.
- F. "Claim Expenses" mean:
 1. All fees, costs, and expenses charged by any lawyer or other service provider designated by the Insurer to represent the Insured; and
 2. All other fees, costs, and expenses, including the Insurer's own internal fees, costs, and expenses, or those of an affiliate, resulting from the investigation, adjustment, defense, and appeal of a Claim, as authorized by the Company.

The determination of the Insurer as to the reasonableness of Claim Expenses shall be conclusive on the Insured. All Claim Expenses reduce the available Policy limits.

- G. "Damages" means a compensatory sum, monetary judgment, award, or settlement an Insured is or may reasonably become legally obligated to pay as the result of an Accident, but does not include fines or statutory penalties, sanctions, whether imposed by law or otherwise, punitive, exemplary, treble damages, or any multiplied portion of a compensatory award, nor the return or restitution of legal fees, costs, and expenses.
- H. "Declarations" means the summary of coverage provided in conjunction with this Policy setting forth essential terms that are expressly deemed a part of this Policy.
- I. "Endorsement" means any additional coverage or limitation of coverage contained in any attachment or addendum to this Policy. Any Endorsement is an indispensable and indivisible part of this Policy.

- J. "Insured Animal" is any animal specifically identified on the Declarations or any Endorsement as an Insured Animal and for which the required premium is paid
- K. "Limit(s) of Liability" means the maximum amount the Insurer will be obligated to pay for an otherwise covered Claim, including payment for Claim Expenses, Damages, or any other sums due under this Policy, the amount of which is set forth on the Declarations.
- L. "Policy" means the Policy issued by the Insurer to the Insured including all Endorsements thereto.
- M. "Policy Period" means the period of time beginning on the "Effective Date," as stated on the Declarations, and ending on the earlier of the initial "Expiration Date," as stated on the Declarations, and any effective cancellation date pursuant to the terms of the Policy
- N. "Property Damage" means:
1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 2. Loss of use of tangible property that is not physically damaged. All such loss shall be deemed to occur at the time of the Accident that caused it.
- O. "Retroactive Date" means any date expressly identified on the Declarations as the Retroactive Date. An expressly identified Retroactive Date shall be considered the Effective Date for determining the Policy Period. If no Retroactive Date is expressly identified on the Declarations, no coverage is provided for any period of time before the Effective Date.
- P. "Self-Insured Retention" or "SIR" means the amount set forth on the Declarations that the Insured will pay for each and every Claim for any combination of Damages and/or Claim Expenses otherwise covered under this Policy. The Insured will pay 100% of the Self-Insured Retention before any payment is due pursuant to the terms of this Policy.
- Q. "Sub-limit" means a limited portion of the aggregate Limit of Liability under the Policy, identified for a specific Accident, person, or type or nature of loss covered under this Policy. Sub-limits effective under the Policy are identified on the Declarations or in Endorsements attached to the Policy. All Sub-limits are expressly subject to and deplete any other applicable Sub-limit(s) and the aggregate Limit of Liability. Sub-limits are within, and not in addition to, the aggregate Limit of Liability. Both Sub-limits and any aggregate Limit of Liability are reduced by Claims Expenses. Specific Sub-limits are further defined as follows:
1. Any "Per Person" Sub-limit limits the portion of the aggregate Limit of Liability the Insurer may be obligated to pay as the result of Bodily Injury and/or Property Damage sustained by any person involved in an otherwise covered Accident to such person, aggregated with all Damages claimed by other person(s) through, or as a result of, the Bodily Injury and/or Property Damage sustained by the person involved in the Accident, including but not limited to Claims for loss of consortium or other Damages by immediate family members, relatives, or third parties.
 2. Any "Per Accident" Sub-limit limits the portion of the aggregate Limit of Liability the Insurer may be obliged to pay as the result of Bodily Injury and/or Property Damage claimed by all persons as a result of an Accident. Any Per Accident Sub-limits are expressly subject to any applicable Per Person Sub-limits.
- R. "Suit" means any proceeding seeking recovery for Damages for Bodily Injury or Property Damage, including:
1. Any civil action filed in a court of law;
 2. An arbitration proceeding to which you must submit or do submit with our consent; or
 3. Any other alternative dispute resolution proceeding to which you submit with our consent.

SECTION VI— REIMBURSEMENT

In the event we provide a defense for an Insured under the Policy and it is at any time determined that any Claim or theory of recovery for which a defense has been provided by us is not covered under the Policy, we expressly reserve the right to seek reimbursement of any Damages and/or Claim Expenses associated with any such Claim or theory of recovery from the Insured, including reimbursement on a prorated basis for that portion of any Claim or theory of recovery not covered if multiple Claims or theories of recovery have been asserted.

SECTION VII — SEVERABILITY

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

SECTION VIII — MUTUAL AFFIRMATION

Pursuant to the signature, facsimile or otherwise, appearing on the Application, quote, warranty form, Policy, or any other document provided to the Insurer to obtain insurance coverage, the parties affirm that all provisions serve to embody and articulate the entire agreement between the parties hereto, and that the parties unqualifiedly accept and agree to abide by the terms and conditions of the Policy.

SECTION IX — GOVERNING LAW

This Agreement is entered into in the State of Utah and the Agreement, and any rights, remedies, or obligations provided for in this Agreement, shall be construed and enforced in accordance with the laws of Utah.

SECTION X — FORUM SELECTION AND CONSENT TO JURISDICTION

The Insured understands and acknowledges that the Insurer conducts its business activities, including underwriting, risk management and claims services within the State of Utah. The Insured represents and acknowledges that the Insured has purposefully directed its actions to procure the insurance services of the Insurer within the State of Utah and, for that purpose, will make continuous and systematic requests for the Insurer's services in the State of Utah. The Insured acknowledges that, by entering into this policy of insurance, the Insured is deemed to be transacting business within the State of Utah such that the courts of Utah may exercise jurisdiction over it regarding any issues arising out of this Policy. In addition, the Insured hereby understands and consents to the jurisdiction of the courts in the State of Utah and agrees that those courts shall be the exclusive forum for the resolution of any claims or disputes arising between the parties related to any insurance coverage issues and any payments due the Insured under the Policy, unless both the Insurer and Insured agree otherwise in writing.

ANIMAL LIABILITY COVERAGE ENDORSEMENT

PAP-99-03

This Endorsement changes the terms and conditions of the Policy issued. Please read it carefully!

The Policy provides limited liability coverage, subject to all of the terms and conditions of the Policy, for the animals specifically and individually listed on this Endorsement as Insured Animals. This coverage provides no physical damage coverage for the injury or death of scheduled animals.

Schedule of Insured Animals with Liability Coverage

Animal's Name	Years Owned	Age, Color and Type of Animal or Breed	Registration/ Tag Number	Used For	Use Description
1. Walle	6.5	6.5, Brindle/Tan, Sharpei Mix, 100 lbs	17010	Personal	

CLAIMS WARRANTY AND COVERAGE STATEMENT

PAP-99-07

Coverage provided under the Policy/Certificate is contingent on the following warranty, requirements, and acknowledgements as evidenced by the Applicant's signature.

WARRANTY STATEMENT

The "Applicant" is the party to be named as the "Insured"/"Assured" in any insuring contract if issued. By signing this statement, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer/Underwriter to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer/Underwriter can and will rely upon the Application and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) all supplemental information and documents provided in conjunction with the Application are warranties that may become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the Insurer/Underwriter to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Application, any coverage provided will be deemed void from initial issuance. The Applicant hereby authorizes the Insurer/Underwriter and its agents to gather any additional information the Insurer/Underwriter deems necessary to process the Application for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit reporting agencies.

FUTURE CLAIM INCIDENT/REPORTING REQUIREMENT

As an express condition precedent to coverage under this Policy, you must give us immediate written notice no later than 72 hours after any incident, event, occurrence, loss, or Accident which might give rise to a Claim covered by this Policy. Written notice must be given to: Claims Direct Access, P.O. Box 4439, Sandy, Utah 84091-4439, U.S.A. Phone: (877) 585-2849 or (801) 304-5530; Fax: (877) 452-6909 or (801) 304-5536.

ACKNOWLEDGEMENT OF RESTRICTIVE SURPLUS LINES COVERAGES

The Policy/Certificate to be issued differs significantly from policies offered by other insurance companies. It is a manuscript policy with very strict reporting requirements. The "warranty-prior claims" forms are a part of the Policy/Certificate and constitute warranties. Coverage is provided only for otherwise covered Claims: (1) Which are first made by or against an Insured/Assured during the Policy Period; (2) Which result from an Accident occurring during the Policy Period; and (3) For which written notice is given to the Insurer/Underwriter during the Policy Period.

NOTE: If this Quote is being provided by Evolution Insurance Brokers ("EIB") for insurance placed with Prime Insurance Company ("Prime"), you are hereby informed that EIB is acting as a surplus lines broker for and on behalf of Prime. Certain agreements are in place between EIB and Prime that affect the types and nature of insurance offered through EIB. These agreements include Rick J. Lindsey serving as an officer of both EIB and Prime. You are further informed that nothing herein is meant to indicate that EIB is acting as an agent or broker on your behalf. All insurance decisions must be made independently by you and you are free to seek professional advice regarding such decisions.

In addition, coverage is strictly limited to those activities and operations and at those locations listed, described, and defined in the Policy/Certificate. Unless otherwise specifically stated in the Policy, the Policy is subject to Utah law and any coverage disputes shall be determined only by a court in the State of Utah. Various other provisions of this Policy/Certificate restrict and limit the coverage provided. Please read the Policy/Certificate and all Endorsements carefully to determine your rights and duties and what is and is not covered.

Claim Expenses reduce the available Limits of Liability stated on the Declarations. In the event of any Claim, the total amount of any premium charged shall be 100% earned and not subject to short-rate or pro rata adjustment.

The Applicant expressly understands, acknowledges, and agrees that (i) any and all policy fees are fully earned at inception; accordingly, no refund of any policy fees will be made regardless of whether the Policy is cancelled by the covered party or the Insurer/Underwriter for any reason, (ii) the Applicant agrees to pay a service fee for any Endorsements made to the Policy after initial binding unless additional premium is associated with such Endorsement. An additional fee may be assessed if a notice of cancellation is processed; (iii) The Insurer/Underwriter may process checks electronically, and a \$25 charge may be assessed for any check or electronic transaction returned for insufficient funds, (iv) the Applicant agrees to pay additional premium equal to 25% of the total premium due for the Policy if the Applicant fails to comply with any premium audit request made by the Insurer/Underwriter at any time, and (v) if any portion of the premium is financed through Greenlight Premium Finance Company, the Insurer/Underwriter may add, at any time, any additional premium, audit premium, endorsement fees, cancellation or other fees related to prior or current coverage to the amount financed by the Applicant.

Please check the corresponding box to accept or reject the following coverages, if accepted additional premium will apply.

Accepted Rejected: (YOU MUST MAKE A SELECTION)

- Limited Terrorism Coverage (ADDITIONAL PREMIUM required if accepted).
- Retroactive Coverage for renewal coverage only (SEE QUOTE - ADDITIONAL PREMIUM required if accepted).

All other terms and conditions of this Policy/Certificate remain unchanged.

[Signature]
Applicant's Signature/Date

Signature of Broker/Agent of Applicant/Date

Nicholas Hatzas
Print Applicant's Name

Print Broker/Agent Name

PAP-99-07 15MAY2014

GENERAL CHANGE ENDORSEMENT

PAP-99-16

This Endorsement changes the terms and conditions of the Policy issued. Please read it carefully!

Subject to all of the terms and conditions of the Policy, unless expressly changed hereby, this Endorsement and any attached Endorsement(s) are to be deemed to be and form a part of the following Policy:

SC1410110

Reference No:

Insured: Nicolai Alatzas

Insurer: Prime Insurance Company

At its agency located in Sandy, Utah

Endorsement Effective Date 10/28/2014

Endorsement type date: 10/29/2014

The undersigned hereby represents, acknowledges, and agrees that the Policy is amended through the inclusion of this Endorsement, and any attached Endorsement(s), as follows:

- Leash is required anytime canine is outside of an enclosed area.
- Use of muzzle is required when off premises and/or in public areas. Also, dog must be in care and control of named insured.
- Insured canine is not to be allowed in yard unattended - must be kept in 10x10 locked kennel if outdoors unattended, otherwise must be on leash and muzzled

Total Premium: \$0.00

State Tax: \$0.00

SLSC: \$0.00

All other terms and conditions of the policy remain unchanged.

Endorsement: 1

Valerie Daphne

Authorized Signature



Rick J. Lindsey# 402997



8722 South Harrison St., Sandy, UT 84070
P.O. Box 4439, Sandy, UT 84091
Phone: 8772438181 - Fax: 801-304-5551
Website: www.primels.com
E-mail: quotes@primels.com

Commercial Liability
\$50,000 Per Person
\$100,000 Per Accident
\$2,500 SIR_BI
\$2,500 SIR_PD
Products: [] Include [x] Exclude
Completed Ops: [] Include [x] Exclude
Form Type: [x] Claims Made [] Occurrence
\$200,000 Aggregate

Limitations: The Policy provides coverage for only those activities and operations otherwise covered under the Policy as listed below and for which a specific coverage charge has been paid.

Table with 3 columns: Classification and Description of activities and operations, Code No., Basis of Coverage Charge. Row: Animal Liability - Walle - Sharpei Mix, 88888, Number of Units: 1

Table with 2 columns: Loc No., Address. Row: 1, 1816 Mehle Ave Arabi, LA 70032

Optional Limits: Limits and charges for non liability coverage would remain the same (Premium does not include fees or taxes).
Option # 2 Per Person: / Per Accident: 100,000 / Aggregate: 100,000 Premium: \$1,696.
Option # 3 Per Person: / Per Accident: 100,000 / Aggregate: 200,000 Premium: \$2,290.

Other Coverages Available: (Additional underwriting required and an increase in premium, if accepted)
Limited Terrorism Coverage - see Claims Warranty form.
Retroactive Coverage - see Claims Warranty form.

PERSONAL GUARANTEE

PAP-99-35

Coverage provided under the Policy is contingent on the following:
I hereby agree that I will be personally responsible for any unpaid premiums and/or Self Insured Retentions ("SIRs") payable under the Policy. I acknowledge and agree that my obligation to pay such amounts will not be diminished or otherwise altered by a change in ownership or management of the insured entity, or by bankruptcy, dissolution, insolvency or any other change with respect to the Company.

PRINT NAME: [Signature]
SIGNATURE: [Signature] DATED: 10/16/2014
JOB TITLE/CAPACITY OF SIGNOR: PRESIDENT

LOUISIANA DEPARTMENT OF INSURANCE
FORM 438

ACKNOWLEDGEMENT OF APPLICANT FOR PERSONAL LINES
INSURANCE COVERAGE IN THE SURPLUS LINES MARKET

I am applying for personal lines insurance coverage in the surplus lines market. By placing my initials on the four (4) statements below, and dating and signing this form, I hereby acknowledge the following in accordance with La. R.S. 22:438, to wit:

[Initial] The insurance may be placed with an approved unauthorized insurer or eligible unauthorized insurer.

CONFINEMENT AGREEMENT

All provisions must be met as outlined in Sec 4-101 Control of public nuisances, dangerous, or vicious animals and Sec 4-102 Registration, insurance and micro-shipping of vicious or dangerous animals including specifications for a proper enclosure. Enclosures shall be defined as: a securely locked, fenced pen or structure constructed in accordance with standards established by the department of animal control which is suitable to prevent the entry of children and designed to prevent the animal from escaping. Such a pen or structure shall have a cement floor and be surrounded by a chain link fence that is anchored to the cement slab. The top must have a solid cover to protect the animal from the elements and a dog house of proper size within the enclosure. The outdoor enclosure size will be determined by the size of the animal but must be at least four(4) feet by ten(10) feet and six(6) feet in height. In the case of "Walle" the pen must be no less than six(6) feet by ten(10) feet and six(6) feet in height.

Since "Walle" also resided inside the home an Indoor Confinement must also be provided. Indoor Confinement is defined as: A room secured by a dead bolt lock to which the owner has a key. The dog must remain in this room and this room must remained locked when someone is entering or exiting the house or when someone outside the family is inside the house. The room size will be determined by the size of the dog being housed as approved by the department of animal control.

In the case of "Walle" in relation to the confiscation of dangerous or vicious dogs, any dangerous or vicious dog shall be immediately confiscated by an animal control officer or by any law enforcement officer if the dog is not validly registered or if the owner does not secure and maintain a proper enclosure for said dog; or the dog is outside of the dwelling of the owner, and outside the proper enclosure or the owners property, and off the owners property and not under any physical restraint of the responsible owner when the dog is not in a secured environment or inflicts injury or otherwise attacks a human or domestic animal, said dog will be confiscated by animal control and shall be destroyed in a humane manner.

AGREED BY:

Owner

Date

David E. Peralta, as
President of St. Bernard Parish Government

Date

Wally
Jules week

6/14/14 - 6/20/14

Linear Solar INC
2130 Octavia Street
New Orleans, LA 70115
(985) 277-9786

PAY TO THE ORDER OF SBA

Twenty Five dollars & 00/100

DOLLARS

\$ 25.00

DATE 6/19/2014

84-13-654

0319

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR Wally Jules Week

Wally Jules

DATE 6-20-14

No. 00000000

\$ 25.00

RECEIVED FROM Wally Jules

DOLLARS

FOR RENT

Wally Jules Week

ACCOUNT 123456

PAYMENT 25.00

BAL. DUE 0.00

CASH
 MONEY ORDER
 CHECK
 CREDIT CARD

FROM Wally Jules

TO 06/19/14

BY Wally Jules

1182

RECEIPT

RECEIPT

DATE 10-07-14 No. 976716

RECEIVED FROM Nicki Alatas \$ 35.00

Thirty Five & 00/100 DOLLARS

FOR RENT
 FOR Walle Boarding Fee

ACCOUNT	<u>35.00</u>	<input checked="" type="radio"/> CASH	FROM	<u>SBAC</u>	TO	
PAYMENT	<u>35.00</u>	<input type="radio"/> MONEY ORDER				
BAL. DUE	<u>0</u>	<input type="radio"/> CHECK				
		<input type="radio"/> CREDIT CARD	BY	<u>Shannon</u>		

adams 1182

RECEIPT

DATE 7/11/14 3:30 pm No. 976716

RECEIVED FROM Nicolai Alatas \$ 70.00

Seventy 00/100 DOLLARS

FOR RENT
 FOR Walle fee 7-4-14 + 7-11-14

ACCOUNT		<input checked="" type="radio"/> CASH	FROM		TO	
PAYMENT		<input type="radio"/> MONEY ORDER				
BAL. DUE		<input type="radio"/> CHECK	BY	<u>Cathy</u>		
		<input type="radio"/> CREDIT CARD				

adams 1182

RECEIPT DATE 8/8/14 No. 976718

RECEIVED FROM Nicolai Alatas \$ 140.00

One hundred forty 00/100 DOLLARS

FOR RENT
 FOR Walle Boarding ck 0347

ACCOUNT		<input type="radio"/> CASH	FROM		TO	
PAYMENT		<input checked="" type="radio"/> CHECK				
BAL. DUE		<input type="radio"/> MONEY ORDER	BY	<u>Cathy</u>		
		<input type="radio"/> CREDIT CARD				

LINEAR SOLAR INC.
2130 OCTAVIA ST.
NEW ORLEANS, LA 70115-5656

84-13
654 222

210

DATE 10/17/2014

PAY TO THE
ORDER OF

St. Bernard Animal Control

\$ 455.00

four-hundred and fifty-five and 00/100

DOLLARS



Security Features
Included
Details on Back

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

WALF

[Signature]

NP

⑆065400137⑆

256265683⑈0210

RECEIPT

DATE 10/19/14 No. _____

RECEIVED FROM *Lulama Crosby* \$455.00

_____ DOLLARS

FOR RENT
 FOR *Aug 8 - Oct 17 - 7 wks @ \$35 per wk; 3 wks @ \$70 per wk*

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT	455.00	<input type="checkbox"/> MONEY ORDER
BAL. DUE	2 2	<input checked="" type="checkbox"/> CHECK
		<input type="checkbox"/> CREDIT CARD

FROM _____ TO _____

BY *Lulama*

1182

Walle

Charlotte Luna [charlottesluna@yahoo.com]

Sent: Sunday, August 24, 2014 9:35 PM**To:** Charlotte Luna

All provisions must be met as outlined in Sec 4-101 Control of public nuisances, dangerous, or vicious animals and Sec 4-102 Registration, insurance and micro-chipping of vicious or dangerous animals including specifications for a proper enclosure. Enclosures shall be defined as: a securely locked, fenced pen or structure constructed in accordance with standards established by the department of animal control which is suitable to prevent the entry of children and designed to prevent the animal from escaping. Such a pen or structure shall have a cement floor and be surrounded by a chain link fence that is anchored to the cement slab. The top must have a solid cover to protect the animal from the elements and a dog house of proper size with in the enclosure. The outdoor enclosure size will be determined by the size of the animal but must be at least four(4) feet by ten(10) feet and six(6) feet in height.

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In the case of "Walle" in relation to the confiscation of dangerous or vicious dogs, any dangerous or vicious dog shall be immediately confiscated by an animal control officer or by any law enforcement officer if the dog is not validly registered or if the owner does not secure and maintain a proper enclosure for said dog; or the dog is outside of the dwelling of the owner, or outside the proper enclosure or the owners property, or off the owners property or not under any physical restraint of the responsible owner when the dog is not in a secured environment or inflicts injury or otherwise attacks a human or domestic animal, said dog will be confiscated by animal control and shall be destroyed in a humane manner.



St. Bernard Parish's Animal Shelter
 5455 East Judge Perez Drive
 Violet, Louisiana 70092 USA
 animalcontrol@sbgp.net
 www.sbgp.net
 Tel.: 504-278-1534 | Fax:504-281-4731
 Printed: 07/21/2014 07:35AM By: cluna

Case Details

Case #: C02405233 Case Date/Time: 02/16/2014 06:59PM Reported:
 Reference #: Jurisdiction: Arabi
 Status: Closed

Category: Incident 1816 Mehle , ARABI , 70032 , Louisiana , United States
 Type: Bite . Location Type: Street
 Subtype: Animal to Person Directions:
 Officer: Melodie Couture Result: No violation observed By: Melodie Couture Date/Time: 02/16/2014 06:59PM
 Review Date: Result Comments: See Case Memo

Created By: sasevedo Animal Info: Male brown and black neutered hound mix.
 Created: 03/25/2014 02:00PM
 Last Updated By: sasevedo Person Info: Sheriffs Dept.
 Updated: 03/25/2014 02:16PM

Case Memo(s)

<u>Memo #</u>	<u>Reference</u>	<u>Reference #</u>	<u>Memo Type</u> <u>Memo Subtype</u>	<u>Created</u> <u>Date/Time</u>	<u>Created By</u>	<u>Updated</u> <u>Date/Time</u>	<u>Updated By</u>	<u>Review</u> <u>Date/Time</u>
2462316	Case		Site Visit	03/25/2014 02:16PM	sasevedo	03/25/2014 02:15PM	cluna	

Kids were outside screaming and yelling for the other kids that reside at 1816 Mehle Ave. to come outside. The 7 yr old girl opened the door and the dog ran out of the door and bit the nine yr old child. I received the call at 6:pm to go pick up the dog. I was only able to talk to the owners of the dog. According to the owner of the dog the victim was not by the grandmother and the young girl didn't have any punctures. It happened 4 hrs before I picked up the dog.

Related Cases

Case # Ref #	Case Date/Time	Case Category	Case Type	Case Subtype	Case Officer	Case Jurisdiction Patrol Area	Case Address	Case Status	Case Result
C02442191	4/28/2014 4:30:00 PM	Incident	Bite	Animal to Person	Donna Miller	Arabi	1816 Mehle Street ARABI, 70032, LA	Open	Impound

Field Report

Officer Name: Melodie Couture

Officer Badge Number: _____

Address of Incident: 1816 Mehle Ave, Aralie

Type of Incident: Bite Case

Type of Animal: ~~Shamp~~ hound mix

Sex of Animal: male neutered

Description of Animal: Brown/black

On scene Report: Kids were outside screaming and yelling for the other children that reside @ 1816 Mehle ave to come outside. The 7 year old girl opened the door and the dog ran out of the door and bit the 9 year old child. I received the call at 6:59 pm. to go pick up the dog. I was only able to speak with the owner of the dog. The victim was met by the grandmother. According to the owner of the dog. The young girl didn't have any punctures and bit happened 4 hours before I picked up the dog.

Melodie Couture 2-16-14

2-18-14

Officer Signature

Date of Incident

Filing Date

Call and report to Sheriff's Office

Sheriff Office call ~~Call~~ Jun 2/16/14
6:21 pm
called mother @ 6:24

Child 9 yrs - ankle
Deborah Lynn Thoulion

{ 606 - 2973
Sophia Thoulion
1031 6th St.
Yuma PA 17053 }
called Melodie at 6:39

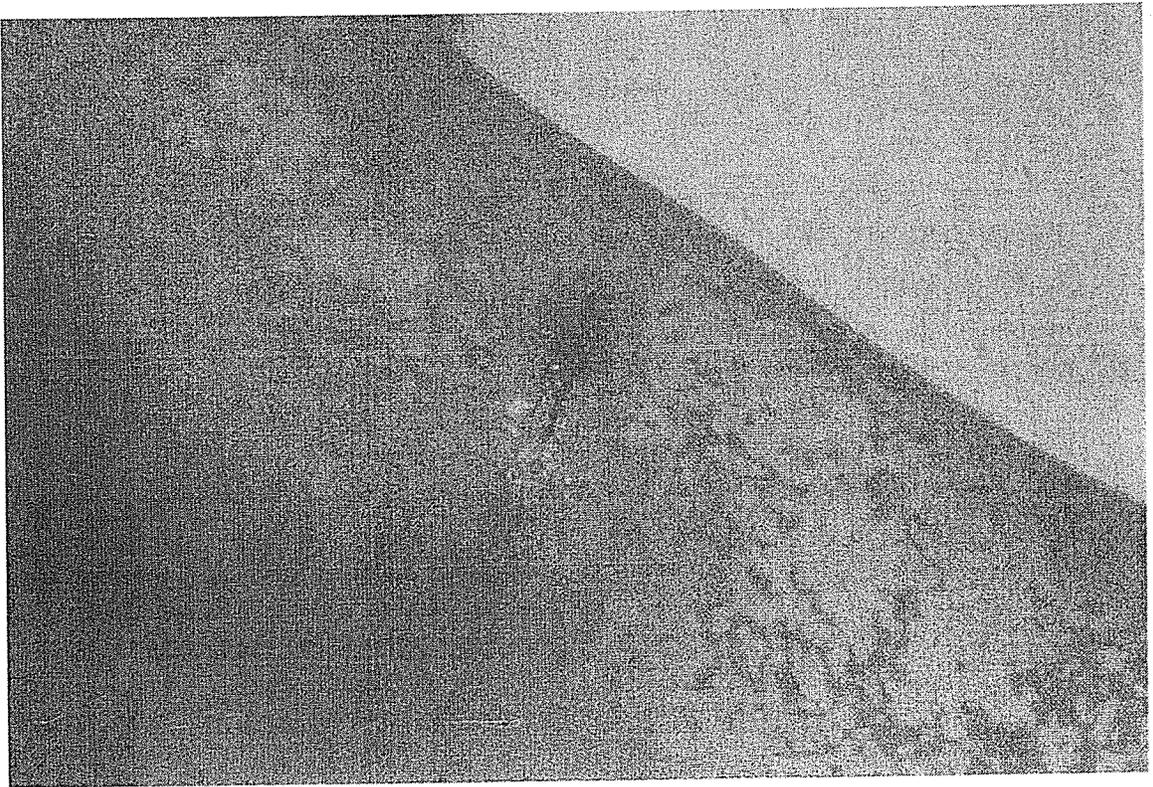
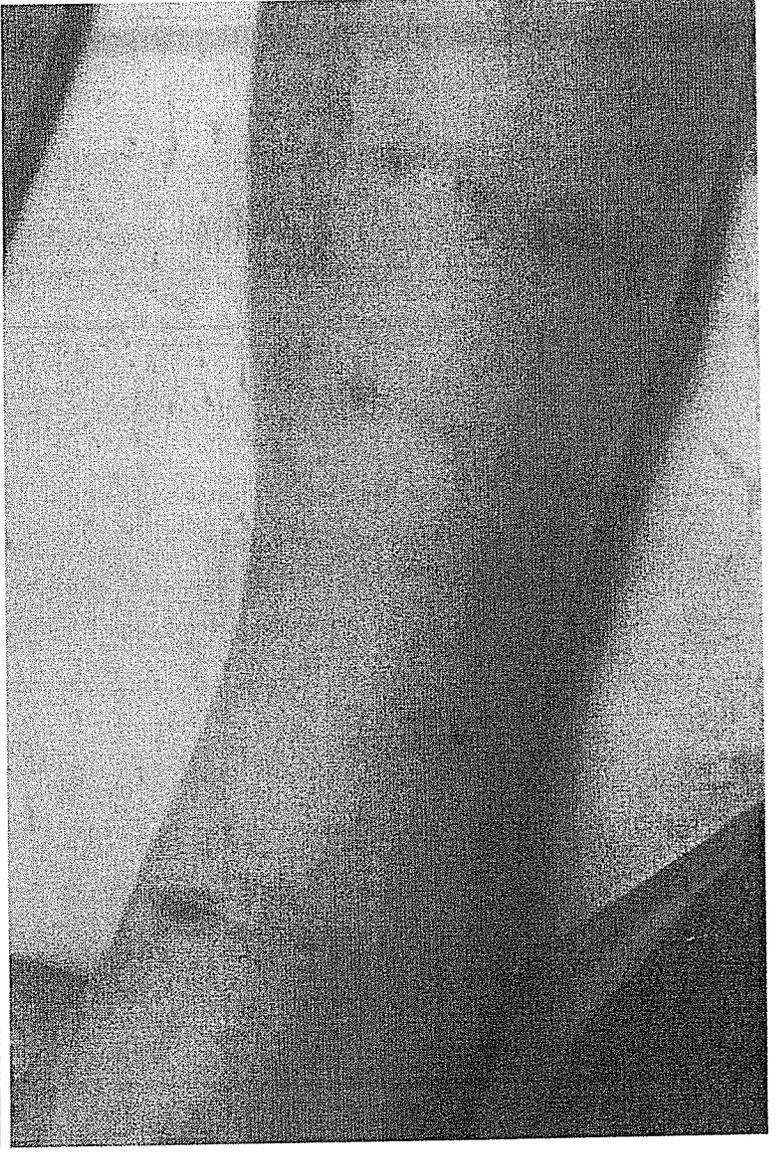
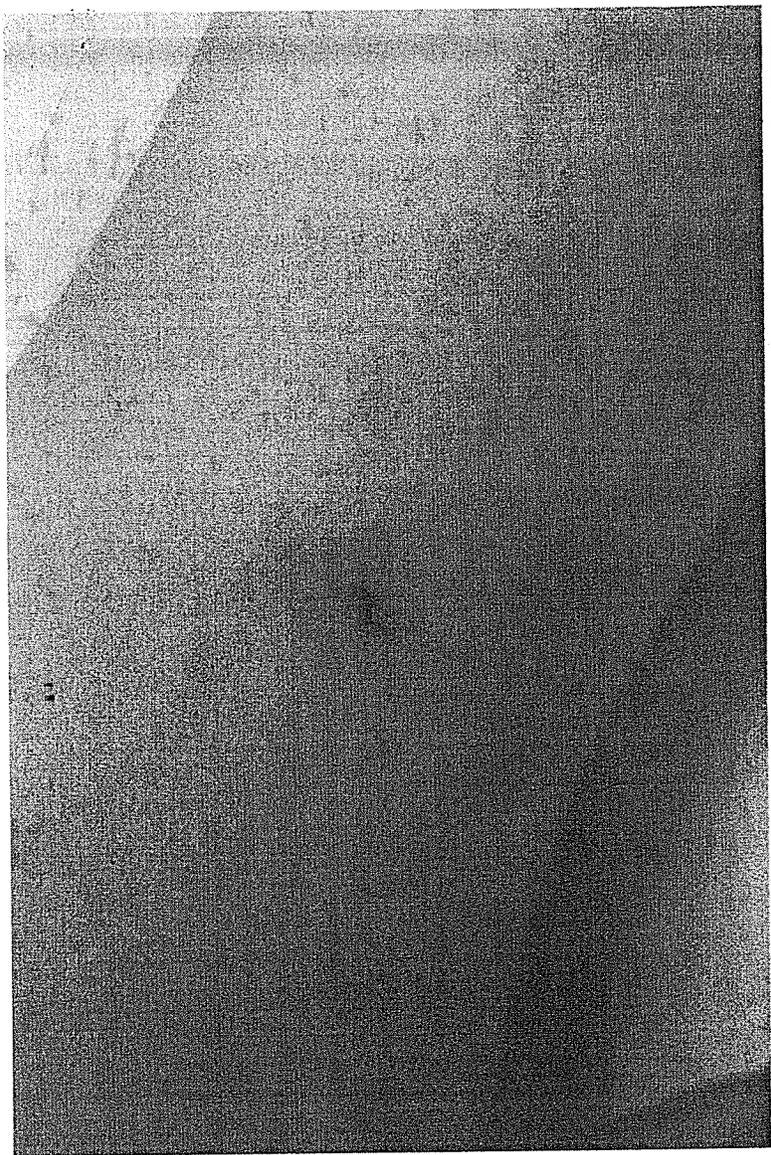
Child was playing w/ other children at
1816 Meble, a child opened the door
at 1816 Meble. The dog ran out &
Deborah Lynn was bit on ankle.

Grandmother lives at 1919 Angela

Went to:

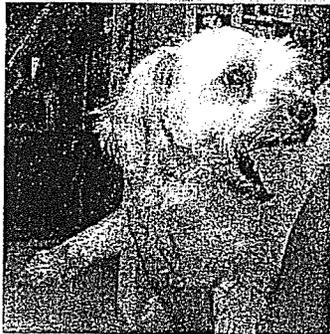
Chelmsite Medical Center Emergency
cleaned apply tripe anti ointment

[Mrs. Thoulion bringing copies of photos of injury
to leg 2/20/14 or 2/21/14



Kennel Card

Tel.: 504-278-1534 | Fax: 504-281-4731



Adopt and Protect this pet with the 24PetWatch Gift of Pet Insurance. Visit us at www.24PetWatch.com or call 1.877.291.1524.



Make sure they can always find their way home with 24PetWatch lost pet recovery services. For more information visit www.24PetWatch.com or call 1.866.597.2424.

Blue Berry

Animal ID: A22887679 Stage: Released Review Date: Location: Released/

Description:

Blue Berry Terrier, Yorkshire/ Mix, Silver/ Cream/ Bicolor, Small
 Dog 6 y 2 m 2 d , DOB: 6/4/2008 , Currently Altered: *Yes*
 Male Declawed: None
 Senior Collars: / , Bitten: No Bite History, Distinguishing Marks: None

Intake Info:

Intake Date/Time	Emancipation Date/Time	Intake Type	Intake Sub Type	Intake Reason
06/04/2014 09:41AM	06/09/2014 09:41AM	Stray	Public Drop Off	
Jurisdiction	Location Found			
Arabi	Sable			

Medical Summary

Medical Record #	Type	Subtype	Medical Status	Temperament Status	Exam/ Surgery Date	Review Date
M24557528	Exam	Initial Exam			06/04/2014 09:48 AM	

Conditions	Type	Noted Date	Body Part	Resolution Date	Review Date	Record #
Normal	Symptom	06/04/2014 09:48AM				M24557528

Vaccinations	Type	Vaccination Date	Re-Vacc Date	Pet ID	Pet ID Type	Record #
Bordetella, Intra Nasal	Not Set up	06/04/2014 09:48AM				M24557528
DAPPV	Not Set up	06/04/2014 09:48AM	06/04/2015 09:48AM			M24557528

This is the dog that was attacked in the yard. See back



Surgery: Spay/Neuter was scheduled for 6/17/14 but was postponed until 6/19/14 due to incident in yard with Walle (#22066747)

While being penned in yard Walle broke through gate as ACO/Kennel Emily exited pen to fill water bucket. Walle grabbed Blueberry who was in adjoining yard and ran into ~~the pen~~ a corner of the pen and began to viciously shake Blueberry. Dr Paige ~~refused to~~ examined & choose not to neuter Blueberry due ~~to the~~ signs of distress & possible shock.

Neuter was performed 2 days later 6/19/14



St. Bernard Parish Government

8201 West Judge Perez Drive
Phone (504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4330

David E. Peralta
Parish President

July 11, 2014

Alan G. Bouterie, *ESQ.*
2110 Pakenham Dr.
Chalmette, LA 70043
Tel: 504-279-3303
Fax: 504-279-5560

Re: THE DOG KNOWN AS WALLE

Dear Mr. Bouterie:

Please consider this notice that the St. Bernard Parish Department of Animal Services is moving forward with the euthanasia of the dog known as Walle. St. Bernard Parish Code of Ordinances Sec. 4-109 allows for a thirty day appeal period. The appeal period has run with no action taken by owner. We regretfully inform that our facilities are of limited means, and cannot house a dangerous and vicious animal in perpetuity. It is for these reasons that Walle will be humanly euthanized next week.

Please inform your client of our decision.

If you have any questions regarding the above please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Smith", is written over a horizontal line.

Scott M. Smith (35332)
Legal Counsel for,
St. Bernard Parish Government



St. Bernard Parish Government

8201 West Judge Perez Drive
Phone (504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4330

David E. Peralta
Parish President

June 10, 2014

Alan G. Bouterie, ESQ.
2110 Pakenham Dr.
Chalmette, LA 70043
Phone: 504-279-3303

Re: "The dog known as Walle"

Dear Mr. Bouterie:

The dog was initially seized on April 28, 2014. Then a 10 day rabies observation was conducted costing \$75.00. The fees for boarding are to be calculated at \$5.00 a day starting from May 8, 2014. On June 13, 2014 the total amount due in fees shall be \$255.00. Please pay this amount promptly this Friday. SBPG shall charge Mr. Alatzas \$35.00 each week, payable every Friday. If the fees are not paid within five working days after Friday of each week the dog shall be euthanized. SBPCO 4-110(b).

Mr. Alatzas also had some questions on the confinement of the dog after the appeal process is completed. I would like to reference our code sections 4-101- 4-102 for enclosure requirements. Further, the animal control director is exercising her prerogative granted by SBPCO 4-100(b) and is requiring a 10' X 10' concrete slab to be erected. The fence must also be on the slab itself where the dog cannot dig under or push the fence out.

Attached please find the judgment of the hearing officer.

If you have any questions regarding the above please do not hesitate to contact my office.

Sincerely,

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Scott M. Smith
Legal Counsel for,
St. Bernard Parish Government

LEILANI M. CROSBY
1816 MEHLE AVE..
ARABI, LA 70032

84-13
654 239

1209

DATE 6/11/14

PAY TO THE
ORDER OF

St. Bernard Parish

\$ 255⁰⁰

two-hundred and fifty-five and 00/100 — DOLLARS

 Security Features
Printed
Details on Back.

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

WALK

Leilani Crosby ^{MP}

⑆065400137⑆

724226071⑈1209

BOUTERIE LAW FIRM

A Professional Law Corporation

Alan G. Bouterie
Alan G. Bouterie Jr.
David M. Serio

St. Bernard Office:
2110 Pakenham Dr.
Chalmette, LA70043
(Tel) 504-279-3303
(Fax) 504-279-5560

[Please send mail to St. Bernard address]

Slidell Office:
122 Village Street
Slidell, LA 70458
(Tel) 985-641-9002

June 6, 2014

Via Fax No. 504-281-4731
and Email animalcontrol@sbsp.net

Parish of St. Bernard
Department of Animal Services
5455 E. Judge Perez Drive
Violet, LA 70092

Attn: Charlotte Luna, Manager

RE: Appeal of St. Bernard Parish Department of Animal Services
Relative to the "Dog Known as Walle"

Dear Ms. Luna:

My client, Nicolai Alatzas, contacted your facility to make arraignments to pay boarding fees, as set out in Section 4-110(b) of the St. Bernard Parish Ordinances, but was told that no one would speak to him and he needed to speak to the legal department.

I am copying this letter to the legal department and asking that you contact my office and let me know the amount of any boarding fees that Mr. Alatzas has to pay, pending the appeal of the Animal Control Hearing Officer's decision, regarding the "Dog Known as "Walle".

Please continue to provide appropriate food and treatment to "Walle" unless and until you provide us with a two-week advance notice.

Very truly yours,

/s/ Alan G. Bouterie

Alan G. Bouterie

AGB/jm

cc: Mr. William McGoey, Parish Attorney, Via Fax No. 504-278-4493,
and Email wmcgoey@sbng.net



St. Bernard Parish Government

8201 West Judge Perez Drive
Phone (504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4330

David E. Peralta
Parish President

July 11, 2014

Alan G. Bouterie, *ESQ.*
2110 Pakenham Dr.
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Tel: 504-279-3303
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Scott M. Smith (35332)
Legal Counsel for,
St. Bernard Parish Government



St. Bernard Parish Government

8201 West Judge Perez Drive
Phone (504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4330

David E. Peralta
Parish President

June 10, 2014

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2110 Pakenham Dr.
Chalmette, LA 70043
Phone: 504-279-3303

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Scott M. Smith
Legal Counsel for,
St. Bernard Parish Government

LEILANI M. CROSBY
1816 MEHLE AVE..
ARABI, LA 70032

84-13
654 239

1209

DATE 6/11/14

PAY TO THE
ORDER OF

St. BERNARD Parish

\$ 255⁰⁰

two-hundred and fifty-five and ⁰⁰/₁₀₀ — DOLLARS

 Security Features
Included.
Details on Back.

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

Wally

Leilani Crosby ^{MP}

⑆065400137⑆

724226071⑈1209

BOUTERIE LAW FIRM

A Professional Law Corporation

Alan G. Bouterie
Alan G. Bouterie Jr.
David M. Serio

St. Bernard Office:
2110 Pakenham Dr.
Chalmette, LA 70043
(Tel) 504-279-3303
(Fax) 504-279-5560

[Please send mail to St. Bernard address]

Slidell Office:
122 Village Street
Slidell, LA 70458
(Tel) 985-641-9002

June 6, 2014

Via Fax No. 504-281-4731
and Email animalcontrol@sbspa.net

Parish of St. Bernard
Department of Animal Services
5455 E. Judge Perez Drive
Violet, LA 70092

Attn: Charlotte Luna, Manager

RE: Appeal of St. Bernard Parish Department of Animal Services
Relative to the "Dog Known as Walle"

Dear Ms. Luna:

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Very truly yours,

/s/ Alan G. Bouterie

Alan G. Bouterie

AGB/jm

cc: Mr. William McGoey, Parish Attorney, Via Fax No. 504-278-4493,
and Email wmcgoey@sbg.net

BOUTERIE LAW FIRM
A Professional Law Corporation

Alan G. Bouterie
Alan G. Bouterie Jr.
David M. Serio

St. Bernard Office:
2110 Pakenham Dr.
Chalmette, LA 70043
(Tel) 504-279-3303
(Fax) 504-279-5560

[Please send mail to St. Bernard address]

Slidell Office:
122 Village Street
Slidell, LA 70458
(Tel) 985-641-9002

FAX

DATE: 6-3-14

TO: Dept of Animal Services Attn:

FAX NO: 504-281-4731

RE: Nicolai Alstzas - Appeal Re: Walle

NUMBER OF PAGES TO FOLLOW: 2

If you do not receive all pages, please contact the Law Office of

Alan G. Bouterie at (504) 279-3303.

Thank You.

BOUTERIE LAW FIRM
A Professional Law Corporation

Alan G. Bouterie
Alan G. Bouterie Jr.
David M. Serio

St. Bernard Office:
2110 Pakenham Dr.
Chalmette, LA 70043
(Tel) 504-279-3303
(Fax) 504-279-5560

[Please send mail to St. Bernard address]

Slidell Office:
122 Village Street
Slidell, LA 70458
(Tel) 985-641-9002

June 3, 2014

Via Fax No. 504-281-4731
and Email animalcontrol@sbsp.net

Certified Mail No. 7013 1710 0000 1155 9948
Return Receipt Requested

Parish of St. Bernard
Department of Animal Services
5455 E. Judge Perez Drive
Violet, LA 70092

Attn: Charlotte Luna, Manager

RE: Appeal of St. Bernard Parish Department of Animal Services
Relative to the "Dog Known as Walle"

Dear Ms. Luna:

I represent Nicolai Alatzas who owns the "Dog Known as Walle". It is my understand that there was a hearing at the Government Complex today, June 3, 2014, wherein the Animal Hearing Officer found that the "Dog Known as Walle" met the qualifications to be designated as dangerous and vicious.

Pursuant to the provisions of Section 4-109 of the St. Bernard Parish Code of Ordinances, Mr. Alatzas intends to exercise his appeal rights to the 34th Judicial District Court for the Parish of St. Bernard. This letter serves as notice to you of Mr. Alatzas' intention to appeal in accordance with Section 4-109 of the St. Bernard Parish Code of Ordinances.

Page 2
June 3, 2014
Ms. Charlotte Luna

This notice also serves as Mr. Alatzas' objection to the "Dog Known as Walle" being euthanized or removed from the Parish of St. Bernard pending his right of appeal.

I respectfully request that all notices, report of findings, and other documents relative to this dog be directed to me as opposed to Mr. Alatzas until further notice.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alan G. Bouterie". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Alan G. Bouterie

AGB/rp

cc: Mr. William McGoey, Parish Attorney, Via Fax No. 504-278-4493,
and Email wmcgoey@sbsp.net
Mr. David E. Peralta, Parish President, Via Fax No. 504-278-4330

June 9, 2014

To Whom It May Concern,

This letter is written in reference to a 3 year old, male neutered dog, named Walle (Animal ID # A22066747). He is described as a large, hound mix breed. He had been designated by St. Bernard Animal Control to be a dangerous or vicious animal. A hearing was held at 10:00a.m. on Tuesday, June 3rd, where I, designated as the Animal Hearing Officer, met with the owner of Walle, Mr. Nicolai Alatzas and his two children and members of St. Bernard Animal Services (names are a matter of record).

Walle has been involved in 2 bite cases, both while he was contained in his residence but was able to break free. The first incident on 2/16/14 involving a 9 year old girl occurred when the front door to the home where Walle resides; 1816 Mehle St. Arabi, LA, was opened by Mr. Alatzas' 7 year old daughter. The report filed reads that children were outside calling for Mr. Alatzas' daughter to come outside, she then opened the door and Walle ran out and bit the 9 year old. She sustained wounds to her shin and calf.

The second bite which occurred on 4/28/14 involved a 10 year old boy who was dancing and playing in the driveway of the home where Walle resides with Mr. Alatzas' 7 year old daughter. The young boy had played at the home several times but had never seen Walle previously. While dancing in the drive way and Walle began to jump up on the wooden gate, he continued to jump until the gate broke free. The 10 year old boy was then bitten on the rear of his right thigh and also on his right buttock. The severity of the bite wounds can be seen in pictures taken by Animal Control. More detail should be sought from the doctors that treated the children.

Walle has been quarantined since the 4/28/14 incident while his designation as a dangerous, vicious dog is being appealed. He has not become submissive to the handlers at the shelter and still lunges at his door whenever it is passed. Only 2 of the shelter employees can safely handle him. Walle's overall temperament is vicious. I predict future bites, not only to the public but even to his immediate family. I think it is important to also note that MR. Alatzas has done very little to try to make sure Walle is not dangerous to the public. Mr. Alatzas' mind-set is that Walle is not vicious but only protecting his home and yard. The failure to truly realize how mean this dog is puts the public at a greater risk.

At this time, I agree that Walle should definitely be considered dangerous and vicious. I feel Walle is both a threat to public safety as well as a threat to Mr. Alatzas' personal family. Pure and simple, this is a vicious animal and every precaution possible should be used in handling Walle.

Sincerely,



Donald R. Duplantier, D.V.M.

Animal Hearing Officer

June 4, 2014

To Whom It May Concern,

This letter is written in reference to a 3 year old, male neutered dog, named Walle (Animal ID # **A22066747**). He is described as a large, hound mix breed. He had been designated by St. Bernard Parish Animal Control to be a dangerous or vicious animal. A hearing was held at 10:00a.m. on Tuesday, June 3rd, where I, designated as the Animal Hearing Officer, met with the owner of Walle, Nicolai Alatzas and his two children, and members of St. Bernard Animal Services (names are a matter of record).

At this time, I agreed that Walle should definitely be considered dangerous and vicious. I feel Walle is both a threat to public safety as well as a threat to Mr. Alatzas' personal family. I can express numerous reasons and would be glad to in person at any future time, if this matter goes forward. But, pure and simple, this is a **VICIOUS** animal.

Sincerely,

A handwritten signature in black ink that reads "Donald R. Duplantier, D.V.M." The signature is written in a cursive style.

Donald R. Duplantier, D.V.M.
Animal Hearing Officer

Department of Animal Services

Charlotte Luna - Manager

5455 E. Judge Perez Drive

Violet, LA 70092

Ph. (504) 278-1534

Fax: (504) 278-1536

Email: animalcontrol@sbgg.net

In accordance with the (Ord. No. SBPC-975-04-09, § 1, 4-7-09) I Nicolai Alatzas and represented by the Bouterie Law Firm APLC in the case regarding Walle is exercising his right to appeal. This letter shall serve as formal notification of the Appeals Process

Sec. 4-109. Appeal of hearing.

All parties shall have the right to appeal a finding of the animal hearing officer issued at a determination hearing to the district court provided that written notification is given to animal control within three (3) working days of determination hearing and the appeal is filed with the court within thirty (30) calendar days.

(Ord. No. SBPC-975-04-09, § 1, 4-7-09)

Sec. 4-108. Shelter designations; notification to owner.

We have not received formal written request to the specific requirements regarding an outdoor enclosure and question the need if said animal is kept inside and not left unattended. Charlotte Luna has indicated only verbally that an outdoor enclosure must have concrete. Please provide us with this information so we may pick up our dog at the point when we meet the other requirements of Sec. 4-102. **Registration, Insurance and micro-chipping of vicious or dangerous animals.**

Sincerely,


Nicolai Alatzas

1816 Mehle

Arabi, LA

70032

May 15, 2014

Ms. Charlotte Luna
Director
St. Bernard Animal Services
5455 E. Judge Perez Dr.
Violet, LA 70092

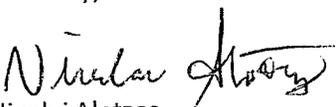
Dear Charlotte Luna,

This letter is in response to the letter we received on May 14, 2014 regarding our beloved Walle. We are appealing, Sec. 4-107, to the charges against Walle for the incident that occurred on April 28, 2014. According to witnesses, the facts that were stated in the letter are inaccurate.

I would like to note that the letter we received on May 14, 2014 was dated incorrectly, as was the date stated for when the incident occurred.

We hope to resolve this and bring our sweet hearted, loyal Walle home.

Sincerely,



Nicolai Alatzas
1816 Mehle Ave.
Arabi, LA 70032

Fwd: Walle = Section 4-105 Exceptions and Exemptions

Nicolai Alatzas [nico@linearsolar.com]

Sent: Thursday, May 08, 2014 10:58 AM

To: Charlotte Luna

----- Forwarded message -----

From: Nicolai Alatzas <nico@linearsolar.com>

Date: Wed, May 7, 2014 at 3:50 PM

Subject: Walle = Section 4-105 Exceptions and Exemptions

To: animalcontrol@sbsp.net, Leilani Crosby <leilanicrosby@gmail.com>

Dear Charlotte Luna,

The following is presented as clear dismissal based on evidentiary witness in the case being tried against our beloved family member Walle.

Ordinance Number SBPC-975-04-09, § 1, 4-7-09

Sec. 4-105. - Exceptions and Exemptions.

(b) Affirmative defenses. Notwithstanding the provisions of this division, no animal may be declared dangerous or vicious if an injury is sustained by a person who, at the time such injury or damage was sustained, was committing a willful trespass or other tort upon the premises occupied by the owner of the animal, **or was teasing**, tormenting, abusing, or attacking the animal or was committing to commit a crime; **no animal may be declared dangerous or vicious if an injury or damage was sustained by and animal who was teasing**, tormenting, abusing or attacking said animal; no animal may be declared dangerous or vicious if said animal was protecting or defending human being within the immediate vicinity of the animal from an unjustified attack or assault.

We seek an immediate cease and desist on this matter and request Walle back at the end of his 10 day quarantine. Without your clear adherence to said laws and regulation on the matter we will be forced to seek adjudication in the matter.

Most Sincerely,

Nicolai Alatzas and Family

St. Bernard Parish Council, Louisiana, Code of Ordinances >> - CODE REVISION >> Chapter 4 - ANIMALS AND FOWL >> ARTICLE II. - ANIMAL CONTROL REGULATIONS >> DIVISION 5. - DANGEROUS AND VICIOUS ANIMALS >>

DIVISION 5. - DANGEROUS AND VICIOUS ANIMALS

Sec. 4-100. - Ownership of public nuisances, dangerous, or vicious animals.

Sec. 4-101. - Control of public nuisances, dangerous, or vicious animals.

Sec. 4-102. - Registration, insurance and micro-chipping of vicious or dangerous animals.

Sec. 4-103. - Powers and duties of animal control officer and animal hearing officer in enforcement of this article.

Sec. 4-104. - Noncompliance: confiscation and impoundment of animal: disposition.

Sec. 4-105. - Exceptions and exemptions.

Sec. 4-106. - Prohibited ownership: unlawful purpose: shelter designations.

Sec. 4-107. - Hearings on animal shelter designations.

Sec. 4-108. - Shelter designations: notification to owner.

Sec. 4-109. - Appeal of hearing.

Sec. 4-110. - Impoundment pending hearing or appeal.

Sec. 4-111. - Adoption or sale of animals designated dangerous or vicious.

Secs. 4-112—4-119. - Reserved.

Sec. 4-100. - Ownership of public nuisances, dangerous, or vicious animals.

- (a) *Ownership.* It shall be unlawful for any person to own, possess, keep or harbor a public nuisance, dangerous, or vicious animal except in accordance with the provisions of this article.
- (b) *Confinement of dangerous or vicious animals.* Dangerous or vicious animals shall be confined within a building or dwelling by their owner and/or keeper. Confinement shall be in such a manner that the animal cannot come in contact with any person except under supervised conditions and the animal is under physical restraint of the owner or other responsible person. Animal control may designate additional conditions in order to prevent or mitigate the danger to the public on a case by case basis.
- (c) *Public nuisances.* Animals designated as public nuisances may only be kept under conditions specified by animal control in order to prevent or mitigate a nuisance to the public.
- (d) *Public menaces.* If any severe injury from an unprovoked attack of an animal results in the death of a human, the animal shall be deemed a public menace and shall be destroyed in a humane manner following the appropriate delay period as provided in this article. It shall be a violation of this article for any person to own an animal which is a public menace.

(Ord. No. SBPC-975-04-09, § 1, 4-7-09)

Sec. 4-101. - Control of public nuisances, dangerous, or vicious animals.

- (a) *Ownership.* It shall be unlawful for any person to own, possess, keep or harbor a public nuisance, dangerous, or vicious animal unless the owner complies with the requirements of

May 12, 2014

Mr. Nicolai Alatzus
1816 Mehle St
Arabi, LA 70032

Dear Mr. Alatzus,

On April 28, 2014, the St. Bernard Parish Animal Services was called to your home by the Sheriff's Department. Your dog viciously attacked 10 year old Dylan O'Brien in the front of your home at 1816 Mehle St. Arabi, LA. Dylan sustained a full mouth bite to the back of the right thigh and puncture wound to the upper right thigh as a result of incident. Walle, a brown, neutered hound mix, jumped against the gate while children played in front of the home until gate broke open. This is the second time that St Bernard Parish Animal Shelter has housed Walle for a 10 day bite quarantine within a 2 month period. The first incident occurred when Walle ran out of the home when the front door was opened and bit a 9 year old girl.

St Bernard Parish Animal Service's first concern is for the safety of the public and we have deemed your dog as dangerous to the public.

Attached is a copy Division 5. Dangerous and Vicious Animals of the Parish Ordinances which explains provisions which need to met in order to house a dangerous dog. One shall not own a dangerous dog unless the owner complies with the requirements of Sec. 4-102.

Quarantine fees in the amount of \$75.00 are due upon receipt of this letter. If you choose to appeal the designation a \$5.00 per day boarding fee will be imposed and collection of said fees are required on a weekly basis as per Sec. 4-104.

From the date of this received letter, you have 3 days to appeal the dangerous dog determination by written notification to the administrator to the animal shelter. You have the right to file as per Sec. 4-107 Hearings on animal shelter designations.

Sincerely,

Charlotte Luna
Director
St Bernard Parish Animal Services
5455 E Judge Perez Dr
Violet, LA 70092