

STATE OF SOUTH DAKOTA)
) :SS
COUNTY OF ZIEBACH)

IN CIRCUIT COURT
FOURTH JUDICIAL CIRCUIT

STATE OF SOUTH DAKOTA)

67CIV16-000003

Plaintiff,)

v.)

SETTLEMENT AGREEMENT

KAREN SUSSMAN and THE)
INTERNATIONAL SOCIETY FOR)
THE PRESERVATION OF)
MUSTANGS AND BURROS,)
)
Defendants.)

* * * * *

Comes now, the State of South Dakota, Plaintiffs, by and through Steven Aberle, Dewey County States Attorney and Cheryl Laurenz-Bogue, Ziebach County States Attorney, the Defendants, Karen Sussman and the International Society for the Preservation of Mustangs and Burros (hereinafter referred to as ISPMB), by and through their attorney of record, Nathan Chicoine, and Sherri Sundem Wald, South Dakota Assistant Attorney General for the South Dakota Animal Industry Board (hereinafter referred to as AIB), Intervenor, and agree and file the following Settlement Agreement:

The Parties to this Settlement Agreement have reached an agreed upon disposition, that the parties believe is in the best interest of the horses belonging to the ISPMB, the taxpayers of Dewey and Ziebach Counties, and the people of the State of South

Dakota in protecting animals within the State of South Dakota.
Therefore, it is agreed as follows:

1. That the ownership of all but twenty (20) head of the horses belonging to the ISPMB be transferred to Fleet of Angels, a Colorado not for profit corporation for the benefit of at risk equine, a suitable caretaker pursuant to SDCL 40-1-34(3), (5) and (6) and Animal Industry Board rule 12:68:20:06 for the purpose of adopting all horses capable of adoption to sanctuaries, rescue organizations and individuals for proper care. Horses that are not capable of adoption due to age, physical impairment or other circumstances that make them unadoptable may be euthanized.
2. That the transfer of ownership of said horses to Fleet of Angels shall be effective as of January 26, 2017.
3. That all adoptions previously completed by Fleet of Angels and the ISPMB are hereby ratified and approved.
4. So long as neither Fleet of Angels nor its employees, agents or assigns take photographs on the ISPMB property, Fleet of Angels shall have the right to keep its horses on the property and use related facilities currently under control of the ISPMB for a period not to exceed 60 days for the purpose of feeding and caring for said horses and sorting and loading said horses.

5. That the use of said property and facilities shall be at no cost to Fleet of Angels.
6. That the use of said property shall be "as is" and Fleet of Angels shall be solely responsible for inspecting the premises and facilities and shall be responsible for accidents, injuries or damages to Fleet of Angels, its employees or agents.
7. That the ISPMB shall not be responsible for any accidents, injuries or damages sustained by Fleet of Angels, its employees or agents while on said premises.
8. That the ISPMB shall have no involvement in Fleet of Angels handling of its horses, including the manner in which the horses are fed, cared for, loaded or transported or any other decisions regarding disposition of said horses.
9. That the ISPMB shall not interfere with Fleet of Angels activity in any manner.
10. That there are approximately 80 bales of hay on the property that were not purchased by the Counties that shall remain the sole property of the ISPMB.
11. That the remaining bales on the property were purchased by the Counties. These bales may be used by Fleet of Angels to feed its horses.
12. That the horses being transferred to Fleet of Angels have been fed by the Counties on January 26, 2017. That Fleet

of Angels shall assume responsibilities for the ongoing feeding, care, custody and control of the horses that are being transferred to Fleet of Angels effective January 26, 2017. The Counties will, upon request by the ISPMB, reimburse the ISPMB for any water charge to Tri-County Water for water usage in excess of the monthly minimum while Fleet of Angles has horses on the ISPMB premises during February and March.

13. That twenty (20) head of the Gila River Horses shall be retained by the ISPMB, contingent upon the ISPMB wiring the sum of \$10,000.00 to the Dewey County Treasurer on January 26, 2017.
14. That the Counties statutory lien upon these twenty (20) head of horses pursuant to SDCL 40-1 shall be extinguished.
15. That the impoundment of the twenty (20) horses being retained shall be modified in the following manner:
 - a. That the care, custody, control and maintenance of these twenty (20) horses shall be returned to the ISPMB effective January 26, 2017. The ISPMB shall be responsible for feeding, care and maintenance of these horses at its expense.
 - b. That for a period of eighteen (18) months, the ISPMB shall provide for proper Veterinary and Farrier services for said horses that will include quarterly

on-site veterinary inspections by either Dr. Scoggin, Dr. Pat Prusha or other state licensed veterinarian.

c. That results of the inspections and all recommendations shall be sent to the ISPMB and the Sheriffs from Dewey and Ziebach Counties.

d. That it shall be the responsibility of the ISPMB to follow all recommendations of the veterinarian, including euthanizing animals, at the expense of the ISPMB. Determinations of the veterinarian shall be final.

e. That during the next eighteen (18) months, the Dewey and Ziebach County Sheriffs shall have the authority to inspect and view all retained horses upon reasonable notice to the ISPMB. If either Sheriff believes a retained horse needs additional care, the ISPMB agrees to work with said sheriff to make sure such care is provided. If there is a disagreement as to whether such care is necessary, either of the aforementioned veterinarians shall determine the proper care to be provided.

16. That for the next 5 years, the number of horses or colts owned or overseen by the ISPMB shall never exceed forty (40) on any property controlled by the ISPMB in Dewey or Ziebach Counties.

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17. That if this number ever exceeds forty (40), this shall subject the ISPMB to forfeiture of all horses. THIS LIMITATION SHALL BE STRICTLY ENFORCED.
18. The ISPMB shall identify which twenty (20) Gila River horses it shall retain by tagging said horses so they can be identified. The ISPMB will, in good faith, sort these twenty (20) horses from the other Gila River horses within a reasonably short period of time or make suitable arrangements with Fleet of Angels to keep the ISPMB horses with the Fleet of Angels horses.
19. The State may seek to have any of the requirements of the modified impoundment enforced by the Court at any time.
20. That none of the Parties to this action will make disparaging remarks, comments or statements about another party.

Dated this 27th day of January, 2017.

For Dewey County:

For Ziebach County:

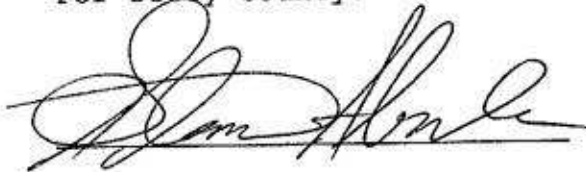
Steven Aberle
Dewey County States Attorney
PO Box 236
Timber Lake, SD 57656

Cheryl Laurenz-Bogue
Ziebach County States Attorney
PO Box 250
Faith, SD 57626

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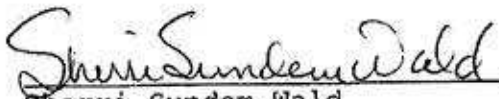
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For the SD Animal
Industry Board:

For the Defendants Sussman and
the International Society for
the Protection of Mustangs and
Burros:



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Deputy Attorney General
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