

IN THE CIRCUIT COURT OF JONES COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

DAVID SENNE AND MARY ELLEN SENNE

PLAINTIFFS

VS.

NO.: 2018-10-CV8

ALEX HODGE, IN HIS OFFICIAL CAPACITY AS
SHERIFF OF JONES COUNTY, MISSISSIPPI, AND
THE HUMANE SOCIETY OF THE UNITED STATES

DEFENDANTS

ORDER OF DISMISSAL

This day this cause came on to be heard on a joint *ore tenus* motion of the parties that this matter be dismissed with prejudice, and the Court, having considered the same, and it being made known to the Court that the parties are in agreement thereto, finds that said motion is well taken.

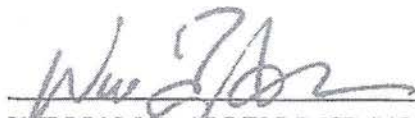
IT IS THEREFORE ORDERED that this cause is hereby dismissed with prejudice, each party shall bear their own costs and expenses.

SO ORDERED and ADJUDGED this the 8TH day of OCT., 2019.

Dale Williamson
CIRCUIT COURT JUDGE

J. Ronald Parrish
J. RONALD PARRISH, ESQ. (MSB# 4025)
Attorney at Law
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Attorney for Plaintiffs

FILED
OCT 18 2019
CONCETTA BROOKS
CIRCUIT CLERK
JONES COUNTY, MS



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Attorneys for Defendant, Humane Society of United States

STATE OF MISSISSIPPI

COUNTY OF JONES

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE entered into on this the 27th day of September, 2019, by and between the parties hereinafter named, WITNESSETH as follows:

WHEREAS, there is now pending a claim for damages styled *David Senne and Mary Ellen Senne vs. Alex Hodge, in his official capacity as Sheriff of Jones County, Mississippi, and the Humane Society of the United States*, CA No. 2018-CV-10, in the Circuit Court of Jones County, Mississippi; and

WHEREAS, while denying and protesting any liability in the premises, an offer of compromise has been made for economic reasons on the part of the Jones County, Mississippi, in connection with the same, Jones County, Mississippi, Sheriff Alex Hodge and the Humane Society being more particularly described as "Releasees" hereinafter, and David and Mary Ellen Senne, more particularly described as "Releasers" hereinafter, are desirous of accepting said compromise settlement and believe it would be in the best interests of the animals in question and granting a full and final release unto Releasee:

NOW, THEREFORE, in consideration of the mutual promises exchanged herewith, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. PARTIES: The parties to this Agreement and Release are as follows:
 - A. Releasers are David Senne and Mary Ellen Senne; and
 - B. Releasees are:
 1. Jones, County, Mississippi, and all its agents, servants, employees, officials (elected and appointed), including but not limited to Sheriff Alex Hodge (officially and individually), and any and all other persons, firms, corporations, or entities associated with the above mentioned Releasee, including its insurance carrier; and,
 2. The Humane Society of the United States, Angels of Assisi, and all individuals and entities who have taken possession, cared for and/or adopted the animals which are the subject

of subject lawsuit, and their officers, directors, employees, employers, insureds, agents, insurers, adjusters, bonding companies, servants, successors, parent companies, subsidiary companies, attorneys, legal representatives and all other affiliated persons, firms, corporations, associations or partnerships.

2. PURPOSE OF RELEASE: The purpose of this Release and Agreement is for the Releasors, upon payment of the consideration hereinafter recited, to release the aforesaid Releasees from any and all claims, losses, damages, or injuries sustained by them as it pertains to the July 11, 2018 search and seizure of animals from Plaintiffs' property including all events pertaining to the search and seizure, transpiring before, during or after the same, that are in any way connected with Releasees herein.

3. CONSIDERATION: The total consideration paid for this release shall be Five Thousand Dollars (\$5000.00), the attached Statement by HSUS and the dismissal of all pending criminal charges against Releasors pursuant to *Town of Newton v. Rumery*, 107 S.Ct. 1187 (1987) upon execution of this release. The parties to this agreement agree that the same is:

- A. Voluntarily made;
- B. The Parties have had the counsel of their choice;
- C. The agreement is not the product of prosecutorial overreaching, and
- D. The agreement is in the public interest.

Town of Newton v. Rumery, 107 S.Ct. 1187 (1987); *Nwaorie v. U.S. Customs & Border Prot.*, No. CV H-18-1406, 2019 WL 3753734, at *11 (S.D. Tex. Aug. 8, 2019).

4. RELEASE: The Releasors do, for themselves and all heirs, executors, administrators and wrongful death beneficiaries, assign, release, acquit, and forever discharge the aforementioned Releasees, officially and individually, and any and all other persons, firms or corporations from any and all claims, demands, damages, actions, (judicial or administrative) causes of action, (legal or equitable) suit or suits, attorney's fees and all other costs, loss or losses, compensation and all direct and/or consequential or inconsequential damages or costs related to, on account of, or in any way growing out of any action, inaction, occurrence, or incidences or any and all known and unknown personal losses and/or injuries and property damage resulting or to result from the actions, inactions, and/or occurrences relative to the above-referenced search and seizure by the Releasees, as well as any actions or inactions or event or

events that transpired prior to during, or subsequent to the aforementioned damages received by Releasors that pertain to Releasees arising out of the same.

5. **REPRESENTATIONS:** This is a compromise settlement for a claim for damages that resulted from the July 11, 2018 search and seizure of animals from Releasors' property all damages received by Releasors. The dismissal of criminal charges pursuant to *Town of Newton v. Rumery*, 107 S.Ct. 1187 (1987), is not to be construed as an admission of liability on the part of any agent, person, firm, entities or corporations hereby released, it being expressly understood that the Releasees herein protest and deny liability in the premises and affirmatively set forth that this settlement is made only for economic purposes and reasons.

6. **WARRANTIES:** The undersigned Releasors hereby expressly covenant and warrant that they are the only persons/entities with any claim arising out of the aforementioned search and seizure and that no other person whatsoever has any right or interest in the claim hereby compromised and settled, whether by assignment, contract, subrogation, statute, common law, or otherwise, or if any other person is entitled to be reimbursed any sums as a result of this accident same will be paid and satisfied from the consideration mentioned in paragraph 3 above. Releasors agree to defend, indemnify, save, and hold harmless and reimburse Releasees from any and all expenses incurred, including but not limited to, attorney's fees, in the event any claim whatsoever is made by any party whatsoever asserting any right or entitlement to any benefit or interest in the claim that is the subject matter of this suit and is hereby compromised and settled.


7. **ORDER:** The parties agree that upon execution of this agreement, they will jointly submit an Agreed Order of Dismissal in *David Senna and Mary Ellen Senne vs. Alex Hodge*, in his official capacity as Sheriff of Jones County, Mississippi, and the Humane Society of the United States, CA No. 2018-CV-10, in the Circuit Court of Jones County, Mississippi. The parties further agree that the prosecutor will call for a hearing in the pending criminal matter against Releasors and, at that time, dismiss the criminal charges.

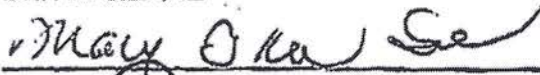
8. **STATUS OF ANIMALS:** The animals in question were transported to an animal shelter in Virginia and all animals were subsequently adopted out to forever homes. See, HSUS Statement attached hereto.

9. **ENTIRE AGREEMENT:** This release and the agreement herein contained constitute the entire agreement between the parties, the terms of which are contractual and not mere recitals, and Releasor acknowledges that he has read the foregoing release and agreement and knows the contents thereof and has signed the same of his own free act and deed and that he did so with the lawful authority of the premises.

THIS IS A FULL AND COMPLETE RELEASE OF ANY AND ALL CLAIMS OR DAMAGES, OF EVERY KIND AND NATURE, WITH REGARD TO INJURIES AND DAMAGES SUSTAINED BY RELEASORS AS A RESULT OF THE ABOVE-MENTIONED SEARCH AND SEIZURE WHEREIN ANIMALS WERE SEIZED BY RELEASEES AND THE EVENTS LEADING UP TO, DURING AND HAPPENING SUBSEQUENT TO THE SAME INSOFAR AS IT PERTAINS TO THOSE RELEASED HEREIN AND SHALL CONSTITUTE AN ABSOLUTE RELEASE, ACCORD, AND SATISFACTION OF ANY CLAIMS THAT THE UNDERSIGNED MAY HAVE AGAINST ANY AND ALL PARTIES RELEASED HEREIN.

WITNESS my signature, this the 29th day of September, 2019.




DAVID SENNE


MARY HELEN SENNE

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for said county and state, DAVID SENNE, who after being duly sworn, stated on oath that the matters and facts set out in the above and foregoing agreement and release are true and correct as therein stated.



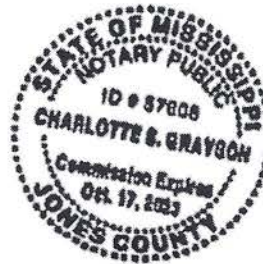
DAVID SENNE

Sworn to and subscribed before me, this the 27th day of September, 2019.



NOTARY PUBLIC

My commission expires: 10-17-23




STATE OF MISSISSIPPI
COUNTY OF JONES

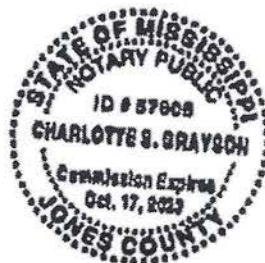
Personally appeared before me, the undersigned authority in and for said county and state, MARY ELLEN SENNE, who after being duly sworn, stated on oath that the matters and facts set out in the above and foregoing agreement and release are true and correct as therein stated.


MARY ELLEN SENNE

Sworn to and subscribed before me, this the 27th day of September, 2019.


NOTARY PUBLIC

My commission expires: 10-17-23



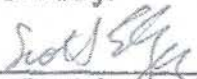
ATTORNEY'S CERTIFICATE

The undersigned attorney acknowledges that he has reviewed this Agreement and Release with the Releasors, has explained the terms and conditions and ramifications in full, and certifies that the Releasors know the contents of this release and is competent to execute same.



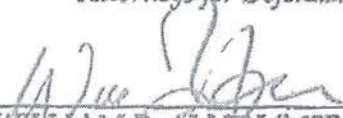
J. RONALD PARRISH, ESQ.

Approved By:



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Scott T. Ellzey, Esq. (MSB #10435)
Autum T. Breeden, Esq. (MSB #105422)
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Attorneys for Defendant, Sheriff Alex Hodge, in his Official Capacity

STATEMENT


On July 11, 2018, the Jones County Sheriff's department ("Sheriff's Department") executed a search and seizure warrant on the Sennes' property located at 178 Lyon Ranch Road, Ellisville, Mississippi (the "Senne Property"). The Humane Society of the United States (the "HSUS") assisted the Sheriff's Department, at its request, in the seizure, which resulted in 89 live animals (55 dogs and 34 cats) and 17 deceased animals being removed from the Senne Property. On the date of the seizure, Ms. Senne voluntarily relinquished and forever surrendered ownership of 84 live animals (50 dogs and 34 cats) to the HSUS. At that time, the remaining five dogs were not voluntarily relinquished by Ms. Senne (collectively, the "Dogs in Question"). As set forth in Plaintiffs' Complaint, the Dogs in Question are:

1. Precious, a domesticated dog, poodle mix, weight approximately 15 pounds, age approximately 15 years, partially blind.
2. Abby, a domesticated dog, mixed breed, weight approximately 40 pounds, age approximately 12 years, partially blind and deaf.
3. Miss Poo, a domesticated dog, poodle, weight approximately 10 pounds, docked tail, approximately 20 years old, blind and deaf, on medication.
4. Sister Angel, a domesticated dog, poodle, white with docked tail, weight approximately 15 pounds, approximately 20 years old, deaf, has skin issues (dermatitis).
5. Coco, a domesticated dog, poodle, weight approximately 10 pounds, approximately 20 years old, blind and deaf, light gray in color with skin issues (dermatitis), on heart medication prescribed by veterinarian.

All animals seized from the Senne Property on July 11, 2018, including the Dogs in Question, were immediately transported to a temporary shelter in Ellisville, Mississippi where they were cared for and received veterinary attention.

On July 19, 2018, by court order, ownership of the Dogs in Question was forfeited to the Sheriff's Department. Pursuant to Section 4(d) of the Pre-Deployment Cooperative Agreement between HSUS and the Sheriff's Department, the Sheriff's Department subsequently transferred its ownership of the now-forfeited Dogs in Question to HSUS.

On July 21, 2018, the HSUS transported the Dogs in Question by plane to Manassas, Virginia, where they were picked up by Angels of Assisi, an animal welfare organization that operates an animal shelter in Roanoke, Virginia ("AofA"). Ownership of the Dogs in Question was transferred from HSUS to AofA at that time. Based on public statements made by AofA, the HSUS understands that all of the Dogs in Question were adopted into forever homes by September 5, 2018, and the HSUS believes, to the best of its knowledge, that to be accurate.



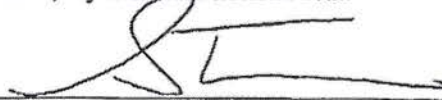
G. Thomas Waite III
Acting Chief Operating Officer
The Humane Society of the United States
Date: 9/20/19

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I hereby certify that on the 20th day of SEPTEMBER 2019, before me, the subscriber, a notary public of the State of Maryland, in and for the county of MONTGOMERY, personally appeared G. THOMAS WAITE and made affirmation in due form of law that the matters and facts set forth in the attached Statement are true to the best of his knowledge, information, and belief.



As witness, my hand and notarial seal.



Name: STEVEN MCVEIGH

Notary Public

My Commission expires 6-27-2021

IN THE JUSTICE COURT OF JONES COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

VS.

DOCKET NO. 941/ Page 287

DAVID SENNE

ORDER OF DISMISSAL WITH PREJUDICE

This matter is before the Court on the Joint Motion, ore tenus, of the County Attorney representing the State of Mississippi and J. Ronald Parrish, *and Scott Schwetz* one of the attorneys representing the abovenamed Defendant, David Senne, requesting the Court to dismiss this cause with prejudice, as evidenced by their signatures below, and the Court is of the opinion that said Joint Motion to dismiss with prejudice should be sustained,

IT IS THEREFORE, ORDERED that the abovestyled cause wherein the Defendant, DAVID SENNE, is charged with the crime of aggravated animal cruelty be and the same is hereby dismissed with prejudice.

SO ORDERED this the 8th day of October, 2019.

Billie J. Graham
JUSTICE COURT JUDGE

ORDER REQUESTED AN APPROVED BY:

[Signature]
Brad Thompson, Jones County
Prosecuting Attorney

[Signature]
J. Ronald Parrish, Attorney for Defendant

[Signature]
Scott J. Schwetz, Attorney for Defendant



IN THE JUSTICE COURT OF JONES COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

VS.

DOCKET NO.

9411 Page 286

MARY ELLEN SENNE

ORDER OF DISMISSAL WITH PREJUDICE

This matter is before the Court on the Joint Motion, ore tenus, of the County Attorney representing the State of Mississippi and J. Ronald Parrish, and Scott Schwartz, one of the attorneys representing the abovenamed Defendant, Mary Ellen Senne, requesting the Court to dismiss this cause with prejudice, as evidenced by their signatures below, and the Court is of the opinion that said Joint Motion to dismiss with prejudice should be sustained,

IT IS THEREFORE, ORDERED that the abovestyled cause wherein the Defendant, MARY ELLEN SENNE, is charged with the crime of aggravated animal cruelty be and the same is hereby dismissed with prejudice.

SO ORDERED this the 8th day of October, 2019.

Billie J. Graham
JUSTICE COURT JUDGE

ORDER REQUESTED AN APPROVED BY:

Brad Thompson

Brad Thompson, Jones County
Prosecuting Attorney

J. Ronald Parrish

J. Ronald Parrish, Attorney for Defendant

Scott J. Schwartz

Scott J. Schwartz, Attorney for Defendant

