

September 18, 2023

File Number: 0010-254141

**VIA E-MAIL AND CERTIFIED MAIL**

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[REDACTED]

Robert Garcia, Esq.  
HSSA Board of Directors, Chairperson  
[REDACTED]  
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Re: Request for Information regarding Small Animal Transfer From San Diego Humane Society

Gentlemen:

On behalf of the San Diego Humane Society (SDHS), we request the Humane Society of Southern Arizona's (HSSA) full transparency related to SDHS's transfer of 318 small animals on August 7, 2023 into HSSA's care for the express purpose of finding these animals permanent homes (the Transfer). We are also requesting that HSSA immediately cease and desist from making false claims regarding the impetus for this Transfer.

Specifically, we request an accounting of all animals transferred out of the care of HSSA to a presently unidentified rescue, including the animals that were ultimately transferred back to HSSA. This accounting shall include the names and contact information for the rescue group(s) and associated individuals that received, at any point, custody or possession of any of the animals, as well as an identification of the outcome of each and every animal with supporting documentation.

To date, HSSA has claimed that the animals subject to the Transfer were subsequently transported and surrendered to a private rescue group based out of the Phoenix region. Per HSSA, these animals have allegedly been successfully adopted into individual homes. However, we have investigated these claims and, the evidence does not support the veracity of these statements. Due to HSSA's lack of accountability and transparency, we are now requesting HSSA provide documentation to support its claims.

These aforementioned claims are not the only suspicious statements made by HSSA that we have discovered following the Transfer. In entering into an agreement with HSSA related to the Transfer, the parties understood the purpose of the Transfer was to provide for the ultimate adoption of these animals into permanent homes. More specifically, it was understood by the parties that HSSA would work within an established rescue community for the safe permanent placement of these animals. SDHS expressly relied on this understanding when agreeing to

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facilitate the Transfer. At no point was SDHS alerted to HSSA's intent to relinquish the animals to a single, unaccredited, anonymous organization. To this end, HSSA misrepresented how it would work to place these animals and compelling evidence demonstrates that HSSA induced SDHS to enter this agreement under false pretenses.

Because of HSSA's breach of this agreement, SDHS has become collateral damage in HSSA's refusal to release information related to the animals, and in the process has suffered, among other things, reputational injury and distress. HSSA's actions and continued refusal to meaningfully respond to baseline inquiries about the disposition of these animals has caused SDHS to experience an erosion of public trust, credibility and donor confidence.

SDHS has spent decades building a bond of trust with its community based on transparency, integrity and adhering to the highest standards of animal welfare. The opaque handling of this situation has eroded this public trust, leading to skepticism from staff, volunteers, donors and constituents about its actions. Similarly, SDHS has worked to build credibility as a trustworthy partner with others in the rescue community, vendors, and the general public. Both judgment and credibility have been compromised due to the lack of transparency by HSSA following the Transfer. Additionally, philanthropic support has been jeopardized. Donors expect that organizations share their values and commitment to accountability and transparency. This breach in public trust will have unknown impacts on SDHS' donor confidence and may result in an unknown impact in financial support to fund vital programs. Because of this, SDHS reasonably believes HSSA's actions carry the potential to continue to expose SDHS to more grievous injuries from the negative media attention HSSA is generating, including loss of funding and key personnel, as well as operating inefficiencies, which could ultimately jeopardize SDHS's continued ability to serve the communities within Southern California.

More importantly, the ultimate outcome of these animals is of paramount concern to SDHS. It is critically important to SDHS that the welfare of these animals is taken seriously and protected. HSSA's failure to meaningfully respond to SDHS's simple request to be provided documentation and explanation about the disposition of the animals is inexplicable. No humane society, animal shelter or rescue group would deny such a request from a fellow animal welfare organization – never mind partners who have worked cooperatively together for the past 3 years.

In addition to the damage HSSA has caused, and continues to cause SDHS, there is reason to believe key members of HSSA's management team have breached their fiduciary obligations and duties owed to the organization, its stakeholders, and donors. Such conduct would not be protected under the business judgment rule under Arizona law, thereby threatening the ongoing operations of HSSA. In the harm incurred by both SDHS and HSSA, it is the animals in the care of these organizations that have the potential to suffer the most should either organization be unable to sustain the damage caused by HSSA's actions. The fact that this reality does not compel HSSA to do the right thing and provide the requested information is disappointing and disheartening.

In order to limit the exposure and damage HSSA has caused, we request that HSSA provide the aforementioned accounting no later than **Monday, September 25, 2023**. Should HSSA continue

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to refuse to provide the requested information, this letter serves as written notice to HSSA of our intention to pursue all remedies available to SDHS to address HSSA's actions, including, but not limited to, those associated with breach of contract, breach of implied covenants of good faith and fair dealing, and fraud.

Additionally, this letter serves as a demand that HSSA immediately cease and desist from further claims that the impetus of the Transfer was to alleviate the suffering of the animals otherwise "languishing" in SDHS's care and at risk of euthanasia. There is no basis for these falsehoods that HSSA has perpetrated against SDHS to its staff, volunteers, Board of Directors and the public. To the contrary, since 2015, SDHS has ensured that no healthy or treatable shelter animal in San Diego County is at risk of euthanasia. If HSSA fails to cease and desist from such defamation and does not correct prior misstatements, SDHS is prepared to explore all remedies available to it for defamation, libel and slander.

The statements in this letter do not constitute a full and complete statement of the facts of, or SDHS's rights with regard to, this matter, nor do such statements constitute a waiver of any legal or equitable rights or remedies available to SDHS, all of which are expressly reserved.

Sincerely,

Whitney A. Hodges  
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4895-2770-3167

cc: Gary Weitzman, DVM  
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