

FILED

SEP 19 2016

Waller County JP#1
Judge Charles J. Karisch

CR16-0049-JP1

Agreement of Kathie Digillo and the Waller County District Attorney's Office

1. True Blue is awarded ownership of 24 horses not awarded to Digillo or others.
2. Digillo is awarded seven horses to be chosen by her after payment of restitution to True Blue through the District Attorney's Office. Digillo shall select the seven horses within one week of her final reimbursement payment due on September 16, 2016. These horses shall be returned to Digillo only after satisfactory certification of the property mentioned below. In the event that the property is not certified, Digillo shall be responsible to pay for their care and upkeep with True Blue or shall make satisfactory arrangements with a third party to maintain the quality of life and standards under the care of True Blue. Should this occur, the District Attorney's Office shall continue to monitor the horses and ensure that their quality of life is maintained, but the defendant shall be responsible for the costs.
3. Three individuals shall complete paperwork or submit bills of sale to the District Attorney's Office in order to acquire three horses that were purchased prior to the seizure. Once the paperwork is completed or submitted to the District Attorney's Office, these three individuals shall be awarded ownership of these horses by the court. One of these horses is identified as "Flyer" and he shall be picked up upon payment of \$12,000 restitution made out to True Blue. The other two horses shall be picked up by their owners or qualified designees after the remaining restitution has been paid to the District Attorney's Office, namely the sum of \$18,000.00 due on September 16, 2016 payable at the District Attorney's Office. These horses shall be picked up by their owners after submitting the documents mentioned above.
4. Once the restitution mentioned above is paid to the District Attorney's Office, the ten horses mentioned above shall no longer be the property of True Blue.
5. Digillo's property shall be inspected and certified as safe for horses by qualified veterinary staff at Brazos Valley Equine Hospital or veterinary staff with similar qualifications (BVEH etc.) acceptable to the District Attorney's Office with Digillo being responsible for payment. This shall include certification that the property is able to safely house horses, that proper food and nutrition requirements are available for the horses, that proper and recurring veterinary care for the horses is provided, that the horses not be confined in inhumane ways, that proper care and feeding is occurring, and that the property is reasonably safe from parasites and salmonella according to accepted veterinary standards. These certifications shall be routinely made (at least three times a year) by these agreed upon facilities while the horses are in the possession of Digillo.
6. Digillo shall not be allowed to acquire any new horses either on her property or on any other property. Digillo shall not breed any horses or allow any horses on her property to breed. Digillo shall employ humane and reasonably accepted measures to ensure that the horses do not breed and are enclosed in facilities that are reasonably accepted for rearing horses. Digillo shall not use third parties to do any of the acts mentioned above.
7. The horses on Digillo's property are not allowed to breed. To ensure that no horses breed, accepted methods shall be instituted and shall have the best welfare of the horses as the

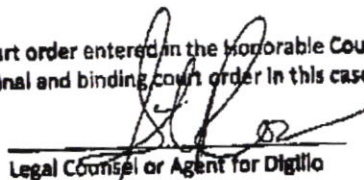
primary goal. These measures shall be approved by BVEH etc. and submitted to the District Attorney's Office for acceptance.

- 8. Digillo, at her expense, shall ensure periodic inspections of her property at least three times a year to ensure that the property is safe for horses. Digillo shall have BVEH etc. staff routinely inspect the horses to ensure that they are healthy and ensure that adequate food and water is available through accepted techniques.
- 9. Digillo shall reimburse True Blue in the sum of \$30,000 for the care of the horses including \$12,000 paid by September 2, 2016 and \$18,000 paid within two weeks. Payment shall be made to the WCDA who shall then tender the amounts to True Blue.
- 10. Any violation of this court order and agreement shall result in the return of the animals to any appropriate charity for adoption.
- 11. Digillo shall have a reasonable amount of time to make remediation attempts at any violation of the above agreement. Should the parties fail to agree what a reasonable time is, then the experts at BVEH etc. shall determine the time at the expense of Digillo.
- 12. This agreement is only valid between and applicable to the District Attorney's Office and the defendant through the court and the court order entered September 2, 2016. No other parties, including True Blue, are parties to this agreement.
- 13. The defendant shall not use any third person or other party to obtain horses or for the purpose of violating this agreement and court order.
- 14. The defendant shall lose all rights of appeal (including writs) in relation to the the possession of the horses and this agreement. The criminal case and appeals therefrom are not affected by this hearing or this agreement.

This agreement is a reflection of the agreement and court order entered in the Honorable Court on September 2, 2016 and is adopted by the Court as the final and binding court order in this case.


Defendant

Assistant District Attorney


Legal Counsel or Agent for Digillo

September 16, 2016

Date


Honorable Charles Karisch

Date