IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

PETS BKG, LLC d/b/a PETLAND KENNESAW,	'	
Plaintiff,	'	CIVIL ACTION
v.	'	FILE NO.:15-1-7596-40
KAREN G. PAUL,	'	
Defendant.	'	

WITNESS AFFIDAVIT

COUNTY OF COBB

STATE OF GEORGIA

Personally came ("Affiant"), who, after being duly sworn, deposed and stated as follows:

1. I am over the age of 18 and am competent to make this affidavit.
2. Attached is a sworn statement of facts, to which I would testify were I in court, which is made a part of this affidavit.
3. I base this affidavit upon my own personal knowledge.

Dr. Michael Good, DVM
AFFIANT

Sworn to and subscribed before me
this 14 day of Feb, 2017.

Notary Public 2-18-18
My commission expires:

1.

My name is Dr. Michael Good DVM. I own and operate 6 veterinarian hospitals in the Atlanta area called, "Town & Country Veterinary Clinic".

2.

I have been a licensed veterinarian in the State of Georgia since 1978. I have won numerous awards including the 1990 Cobb County Veterinarian of the Year Award, 1991 Greater Atlanta Veterinarian of the Year Award and the 1999 HSMA Veterinarian of the Year Award.

3.

I have owned my own veterinary practice since the year after I became licensed to practice in the State of Georgia. I briefly served as the Director of Fulton County Animal Shelter.

4.

In 1998 I founded The Homeless Pets Foundation which is a non-profit 5013(c)3 organization. Through this organization's "Underhound Railroad" initiative, I have organized the rescue of over 15,000 dogs and provided these animals with veterinarian care. As a result, I have received nationwide recognition to my commitment to animal welfare.

5.

From approximately 1995 – 2005 I was Petland Kennesaw's preferred veterinarian. I did not sign a written contract with Petland Kennesaw nor was I an employee of Petland Kennesaw. Rather, I had a verbal agreement with the owner

of Petland Kennesaw, Lamar Parker, to provide veterinarian care to animals sold by Petland Kennesaw upon request.

I also agreed to provide a free initial veterinarian health examination to customers who purchased a dog or cat from Petland Kennesaw. If the animal needed medical care at the time of examination, I provided that treatment and sent an invoice for services rendered to Lamar Parker and/or Petland Kennesaw. Petland Kennesaw and/or Lamar Parker agreed to pay my invoices.

7.

After a period of almost ten years, I decided to stop working with Petland Kennesaw. In the beginning, it was clear to me that Petland Kennesaw was a new business trying to figure out how to make a profit. Throughout my time working with the Parker family and Petland Kennesaw, I did my best to assist them in treating the animals they were selling to the best of my ability. I wanted to work with them to figure out a way to provide the animals being sold at Petland Kennesaw with great veterinary care so that Petland Kennesaw could sell these animals as healthy family pets. I understood that, as a new business, they were struggling to increase their profit and make a name for themselves. I wanted to help balance that interest with the health and safety of the pet. My expectation was that if I provided excellent veterinarian care to Petland Kennesaw animals, I would develop a long lasting relationship with their customers many of which would become life-long client's.

For many years I really tried to achieve that goal not only for myself but for the animals being sold at Petland Kennesaw. The problem was that, based on my observations, Lamar Parker and/or Petland Kennesaw were buying and selling

dogs and cats from out of state breeders and brokers known as "puppy mills". A puppy mill is usually a large scale breeding operation where the breeding animal is denied adequate food, water, shelter and veterinarian care and forced to breed repeatedly until they die. The offspring of these puppy mill dogs and cats would be delivered to Petland Kennesaw in semi-trucks by the dozens. The overwhelming majority of these animals arrived sick as a result of where they were raised and their exposure to other sick animals while in transit.

I know this because I often personally witnessed and inspected the puppy and kitten shipments when they arrived at Petland Kennesaw. These animals had illnesses such a Giardia, Parvovirus and Kennel Cough. There was no way for me to save all of the animals from death and prolonged illness because they were already incredibly sick when they arrived at the store.

I did the very best I could to provide the animals owned and sold by Petland Kennesaw and/or Lamar Parker with the treatment they needed when they were submitted to me.

8.

Over time, Brad Parker, Lamar Parker's son, became increasingly involved in the business. I noticed that management, including Brad and Lamar Parker, began meeting with other Petland franchise owners and building a stronger relationship with Petland Corporate.

On one occasion, Brad Parker availed himself at my office and appeared angry. Brad Parker demanded that I stop "telling customers" that their dogs "are sick". I challenged Brad and let him know that the dogs being offered for sale at Petland Kennesaw are, in fact, sick. I further explained that it was my intention to

work with Petland Kennesaw and the new pet owner to get these animals healthy. Brad responded that it did not matter if they were sick, I could not tell the customers that information. That incident was the catalyst for my decision to no longer work with Petland Kennesaw as their preferred veterinarian.

The Parkers made it clear to me that they did not want Petland Kennesaw customers knowing where their animal came from, how sick the animal was and/or how sick the animal could be and/or why the animal was sick. I felt this was highly unethical and more importantly, detrimental to the pet and devastating to the pet owner.

8.

During the almost ten-year period I was Petland Kennesaw's preferred veterinarian I became increasingly concerned about the stores business practices. It is my understanding that the business practices of Petland Kennesaw are at issue in the case of Petland Kennesaw v. Karen G. Paul. I have read certain statements made by Mrs. Paul. The following is a list of those statements and knowledge that I possess concerning the truthfulness of those statements based on my experience as Petland Kennesaw's preferred veterinarian:

a. Statements by Karen Paul:

"over 80% of the puppies [offered for sale at Petland Kennesaw] at any given time have kennel cough"

"Sadly at least a quarter of these recent consumer [sic] will have future vet bills with their new additions. Over half of them have purchased a [sic] animal that has kennel cough or something wrong health wise."

"Over 80% of Petland's animals need medical attention…"

While I cannot testify to the exact percentage without consulting records, I would say that that many puppies and dogs sold at Petland Kennesaw, during the time period I worked with Petland Kennesaw, many of the dogs had symptoms of kennel cough or needed veterinarian care for illness. When the dogs and cats were being delivered, they were delivered in trucks (usually from the Midwestern states). These trucks held dozens of animals at a time for delivery. In my opinion, based on my knowledge as a veterinarian and first-hand knowledge examining the animals as they were delivered, the dogs and cats being delivered to Petland Kennesaw were coming from irresponsible breeders that many refer to as "puppy mills".

The spread of disease in these delivery trucks was inevitable and constant. By the time the animals arrived at Petland Kennesaw many of them had contracted illness such as those described by Karen Paul in her statements. However, the symptoms of illness often times did not manifest until approximately 7-10 days after arrival. It appeared to me, that it was Petland Kennesaw's goal, over time, became to sell these animals to unsuspecting customers within that 7-10-day period.

It was common for a customer who purchased an animal from Petland Kennesaw to bring their pet to me for treatment. The customer would often report to me that Petland Kennesaw (Brad Parker, Lamar Parker or an employee) suggested that their animal was sick because the animal contracted an illness after purchase. Brad and Lamar Parker knew that the symptoms of illness in an animal may not manifest immediately upon arrival. I know this because I expressed this concern to both Brad and Lamar Parker in the past. I often suggested to Lamar Parker that he hire a veterinarian technician and set up an area in the store where the animals could be processed and examined properly before purchase. I even offered to process them at my clinic. The Parkers always declined. I was told by Lamar Parker that Petland Corporate had its own protocol for the treatment and sale of sick animals and that the store would follow that protocol.

Since I did perform veterinarian services for animals sold at Petland Kennesaw, it was not unusual for me to visit the store. It was also not unusual for an animal to die overnight in its kennel at Petland Kennesaw. An employee would take the body of the animal and place it in the freezer. This freezer would have dead animals in it including all types of animals sold at Petland Kennesaw including puppies, kittens, reptiles and birds. I would occasionally see an employee place a dead animal in the freezer. I always found this disturbing. It appeared to me that if Brad and Lamar Parker knew an animal was sick, they did not always submit the animal to me for proper veterinarian care. Instead, the animal would be treated by Lamar or Brad Parker, to who the best of my knowledge, are not licensed to practice veterinary medicine. I would sometimes make a recommendation on treatment but their protocols were set by Petland

Corporate and I had no control over whether a particular animal would be submitted to my care.

I worked with the Parkers because I really and truly wanted better for these animals and I hoped that I could work with Petland Kennesaw to improve the lives of the animals that were sold there. Unfortunately, I witnessed sick animals that needed veterinarian care being offered for sale at Petland Kennesaw on par with any urban shelter I have worked for or with. The difference was that Petland Kennesaw had the resources to pay for proper veterinarian care and most urban shelters do not. Despite having the resources, Petland Kennesaw often refused proper veterinarian care for some of the animals it sold because it would cost the store more money to treat these animals. After working with the Parkers for years, I felt, based on my dealings with Brad and Lamar Parker that they would never adopt the changes necessary to improve the life of all of the pets they were selling. I truly love animals and could not agree to continue to support and promote this business model.

b. Statements by Karen Paul:

"It can be very traumatic [sic] to be pulled from their mother before they are even weaned"

Animals from Petland Kennesaw "are often times illegally pulled to [sic] early from their mother because they want to get them to you, the consumer at that prime puppy/kitten age…to coerce you into falling in love with the,"

In my opinion, based on my knowledge as a veterinarian and my first-hand knowledge examining animals offered for sale at Petland Kennesaw, most of the puppies and kittens sold by Petland Kennesaw, during the time I was their preferred veterinarian, were under the age of 8 weeks old. Dogs and cats should not be transported until they are, at least, 8 weeks of age. If the dog or cat is taken from its mother prior to 8 weeks it may not be properly weaned and its health is likely to be compromised as a result.

9.

To the best of my knowledge, I am no longer in possession of the health records for the Petland Kennesaw animals I examined during my time as the store's preferred veterinarian. It is not customary for veterinarians to maintain records that long. To the best of my knowledge, I was the only custodian of veterinarian records for the animals sold at Petland Kennesaw during the time I was their preferred veterinarian. During that time, I would invoice The Parker's and/or Petland Kennesaw for services rendered. Those invoices would not contain the animal's complete medical records including diagnosis. Rather, the invoices would contain a summary of worked perform which would not always show the animals diagnosis. I only provided complete medical records to Lamar Parker and/or Petland Kennesaw upon request. For the most part, they did not care to receive or review them unless they had a question about the invoice. I am of the opinion that, for the time period that I was Petland Kennesaw's preferred veterinarian, Petland Kennesaw and/or Lamar Parker did not maintain records showing how many sick animals they were selling and what type of illnesses those

animals had. Petland Kennesaw and/or Lamar Parker did not seem to care about those statistics as long as they were able to sell the animal at a profit.

Based on my experience working with Brad and Lamar Parker, I believe that any veterinarian who works as Petland Kennesaw's preferred veterinarian would have certain knowledge of the statements made by Karen Paul and should have current veterinarian records to evidence that knowledge. This knowledge would include whether or not Petland Kennesaw is currently conducting business in the same manner they did when I was their preferred veterinarian. Complete veterinarian records would also show the diagnosis for each animal.

10.

During my time working with Petland Kennesaw I was able to properly diagnose and treat these animals because I was an experienced veterinarian. The symptoms of these illnesses are similar but the treatment and severity of these illnesses require the attention of a well trained professional. Based on my own experience, I fully expect Brad and Lamar Parker to follow Petland Corporate protocol for treating sick animals.

11.

After I stopped working with Petland Kennesaw, Brad Parker has approached me on multiple occasions to work with Petland Kennesaw in another capacity. Most recently, on or about the winter of 2015 Brad Parker informally requested that I allow adoptable dogs from the Homeless Pets Foundation to be placed in front of Petland Kennesaw on occasion. I felt I had a duty to bring the proposal to other members of the organization for consideration. The organization unanimously decided not to work with Petland Kennesaw. As an organization, we

felt that Petland Kennesaw intended to use our adoptable pets to improve its own tarnished reputation in the community.

12.

I am willing to sit for deposition or appear at any court hearing to provide this testimony, and additional testimony, regarding my first-hand knowledge of the business practices of Petland Kennesaw.

Dr. Michael Good DVM
AFFIANT

Sworn to and subscribed before me
this 14 day of Feb, 2017

Notary Public
My commission expires: 02/18/18