

IN THE CIRCUIT COURT, THIRTEENTH
JUDICIAL CIRCUIT, IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA

CASE NUMBER: 20-CA-006289

DONNA L. PETTIS, an individual,
LYNDA L. SANCHEZ, an individual,
GALE L. RATHBONE, an individual and
ANNE MCQUEEN, an individual,

Plaintiffs,

v.

CAROLE BASKIN, an individual,
SUSAN BRADSHAW, an individual,
KENNETH WAYNE FARR, an individual,
HOWARD BASKIN, an individual,
BIG CAT RESCUE CORP., a Florida corporation
d/b/a "BIG CAT RESCUE," and
BIG CAT RESCUE AND SANCTUARY
a Florida corporation d/b/a "BIG CAT RESCUE,"

Defendants.

AMENDED COMPLAINT FOR A PURE BILL OF DISCOVERY
AND
PLAINTIFF ANNE MCQUEEN'S COMPLAINT FOR DAMAGES

COME NOW, Plaintiffs DONNA L. PETTIS, LYNDA L. SANCHEZ, GALE L. RATHBONE, and ANNE MCQUEEN, by and through their undersigned counsel, and bring this equitable action to determine the identities of proper party defendant(s), the appropriate legal theories for relief and whether (and to what extent) a complaint for damages is warranted, as well as to ensure evidence is preserved.¹ It is filed against the Defendants Carol Baskin, Susan

1. ¹ Plaintiffs are utilizing Florida Rule of Civil Procedure 1.190, entitled, "Amended and Supplemental Pleadings," to amend their Complaint in light of the lack of responsive pleadings. It states, "(a) Amendments. A party may amend a pleading once as a matter of course at any time before a responsive pleading is served." Given Plaintiffs have only received two Motions to Dismiss and one non-compliant, legally insufficient submission, same does not require leave.

Bradshaw, Kenneth Wayne Farr, Howard Baskin, Big Cat Rescue Corp., a Florida corporation and doing business as “Big Cat Rescue,” and Big Cat Rescue and Sanctuary, a Florida corporation and doing business as “Big Cat Rescue.”

Additionally, Plaintiff ANNE MCQUEEN hereby brings an action for damages against Carole Baskin, Howard Baskin, Big Cat Rescue Corp, a Florida corporation and doing business as “Big Cat Rescue,” and Big Cat Rescue and Sanctuary, a Florida corporation and doing business as “Big Cat Rescue.” In support of equity and damages, Plaintiffs allege:

JURISDICTIONAL ALLEGATIONS

1. This Complaint is a pure bill of discovery and for damages as alleged herein.
2. The basis for the Court’s jurisdiction lies in both equity and damages. For jurisdictional purposes, Plaintiffs allege that the damages action is well in excess of the minimum amount required for jurisdiction of this court of thirty thousand dollars (\$30,000.00), exclusive of interest, costs, and attorneys’ fees.
3. At all times material hereto, Plaintiff Donna L. Pettis was a natural person and resident of Pasco County, Florida and daughter of Jack Don Lewis. Plaintiff Donna L. Pettis is an actual party at interest herein and is not merely a witness or third party.
4. At all times material hereto, Plaintiff Lynda L. Sanchez was a natural person and resident of Sumter County, Florida and daughter of Jack Don Lewis. Plaintiff Lynda L. Sanchez is an actual party at interest herein and is not merely a witness or third party.
5. At all times material hereto, Plaintiff Gale L. Rathbone was a natural person and resident of Pasco County, Florida and daughter of Jack Don Lewis. Plaintiff Gale L. Rathbone is an actual party at interest herein and is not merely a witness or third party.

6. At all times material hereto, Plaintiff Anne McQueen was a natural person and resident of Hillsborough County, Florida. Plaintiff Anne McQueen is an actual party at interest herein and is not merely a witness or third party.

7. At all times material hereto, Defendant Carole Baskin was a natural person and resident of Hillsborough County, Florida. Venue is proper in this county since Defendant Carole Baskin resides there and since the causes of action under investigation and/or at issue arose therein.

8. At all times material hereto, Defendant Susan Bradshaw was a natural person and resident of Hillsborough County, Florida. Venue is proper in this county since Defendant Susan Bradshaw resides there and since the causes of action under investigation and/or at issue arose therein.

9. At all times material hereto, Defendant Kenneth Wayne Farr was a natural person and resident of Hillsborough County, Florida. Venue is proper in this county since Defendant, Kenneth Wayne Farr resided there at the time of the cause of action and since the causes of action under investigation and/or at issue arose therein.

10. At all material times hereto, Defendant Howard Baskin was a natural person and resident of Hillsborough County, Florida. Venue is proper in this county since Defendant Howard Baskin resides there and since the causes of action under investigation and/or at issue arose therein.

11. Big Cat Rescue Corp. is a Florida corporation and doing business as “Big Cat Rescue” in Hillsborough County, Florida. It has published statements on websites as well as in print, which have been distributed in Hillsborough County, Florida and all over the world.

12. Big Cat Rescue and Sanctuary, is a Florida corporation and doing business as “Big Cat Rescue” in Hillsborough County, Florida. It has published statements on websites as well as in print, which have been distributed in Hillsborough County, Florida and all over the world.

13. Venue is proper in Hillsborough County, Florida since the causes of action under investigation and/or at issue arose in Tampa, Hillsborough County, Florida.

RELEVANT FACTUAL BACKGROUND

14. Plaintiffs would not normally allege this much detail, but as the Defendants' Motions to Dismiss allege lack of information and a pure bill for discovery is requested, Plaintiffs outline an overview of the solvable conflicts herein which will reveal what claims, if any, are warranted, timely and in good faith without resulting to a scattershot, guesswork complaint for damages.

15. Upon information and belief, discovery against Defendants Carole Baskin, Howard Baskin, Susan Bradshaw, Kenneth Farr, Big Cat Rescue Corp., and Big Cat Rescue and Sanctuary is necessary to investigate facts within their knowledge, deeds and/or writings to aid in the identity of who and what facts exist related to potential claims of:

- a. Intentional Infliction of Emotional Distress;
- b. Negligent Infliction of Emotional Distress;
- c. Defamation, Defamation Per Se, Libel and/or Slander;
- d. Breach of Contract or Fraudulent Inducement;
- e. Breach of Fiduciary Duty;
- f. Fraud or Misrepresentation;
- g. Intentional Tort Resulting in Death;²
- h. Negligence; and/or
- i. Other claims necessitating discovery to be alleged in good faith.

² This subsection "shall not be construed to require an arrest, the filing of formal criminal charges, or a conviction for a violation of s. 782.04 or s. 782.07 as a condition for filing a civil action."

Jack Donald Lewis and Carole Baskin

16. Defendant Carole Baskin was the last known spouse of Jack Donald Lewis (hereinafter Don Lewis) (April 30, 1968 – August 15-18, 1997).

17. Although Carole Baskin and Don Lewis engaged in a premarital relationship, Carole Baskin and Don Lewis divorced their respective spouses and married in 1991. They were married until the disappearance or death of Don Lewis in 1997.

18. Carole Baskin documented jealousy and desperation during their relationship, concerning Don Lewis' lack of faithfulness. At one point during their relationship, Carole Baskin claims a witch or demons were trying to take Don Lewis' soul through infidelity.

19. However, a day after he died she showed complacency, claiming publicly that a missing person's report was a waste of the officer's time because her husband "strayed" so much.

20. Carole Baskin documented the couple regularly argued about Don Lewis' thriftiness and the direction of their "zoo."

21. On or about June 12, 1997, Mr. Lewis filed a Petition for a Restraining Order against Carole Baskin in Hillsborough County, Case No. 97-DR-7370. In it, he wrote, "This is the second time Carole has got angry enouf (sic) to threaten to kill me." And, during a "fuss," Carole Baskin, "Ordered me out of the house or she would kill me and if I came back should would kill me." (Attached hereto as ***Exhibit "A"***).

22. Mr. Lewis was last seen between August 15 to August 18, 1997, approximately two months after seeking a restraining order, and was declared legally deceased in 2002.

23. In statements made in an entry called "1997 06 12 Carole Diary," published to the public on June 24, 2020, Carole Baskin claims she did not know about the restraining order until after Don Lewis was gone, but retroactively examined it the day it was filed (June 12, 1997) in her diary. In 2020, she said:

- a. Don wanted “to tear down the Caracal pens to prove that he was in control. He was angry that I had the trash hauled off and had been mad that I had replaced the ant infested den boxes in the Caracals’ pen before he left, so he said in retaliation that he was going to tear down the cages.”
 - b. She published, “(I) told him that his actions have been so bizarre that I would have him “Baker Acted” if he did not go of his own accord to be tested. He said “If you do that, you will live only long enough to regret it!” He said he would poison ALL of the cats with antifreeze. I asked why he would inflict such a painful death on an innocent animal and he said it would be worth it to him, just to see me suffer. I told him to get off the property, and not come back. I told him that if he did not go, I would have him arrested. I told him that he could not come back until he had been tested for Alzheimer’s disease and if it proved that he was sane, and just evil, then he could have his divorce, but if the tests concluded that he was ill, then I would take care of him until he died.”
24. Don Lewis did not have any mental disease or defect.
25. On Friday, August 15, 1997, Don Lewis indicated to Plaintiff Anne McQueen, and others, he was going to tell Carole Baskin he wanted a divorce. Don Lewis also told Anne McQueen if anything happened to him, she should give an envelope to police. It contained his application for restraining order discussed herein.
26. According to Carole Baskin’s statements, she was the last known person to see Don Lewis alive during the early morning hours of Monday, August 18, 1997. At approximately 11 PM the night before, Carole Baskin claims she made a late night trip to a grocery store, which turned out to be closed, then her car broke down and she was unable to call Don Lewis because

cat urine destroyed their bedroom phones. Her brother, a sheriff's officer, or another officer came to her rescue.

27. She returned home and said, "I told Don about the car and he wanted to go get it right then, which was at around 4:00 in the morning." And, "Rather than argue, I just let him rant on as we went for the wagon."

28. After not hearing from him during the day Monday, Carole Baskin said Plaintiff Anne McQueen, "was really frantic about Don not getting in touch with her, but I find it hard to get all worked up over him disappearing for a day because this has become so much of his behavior with me that it no longer surprises me."

29. Plaintiff Anne McQueen repeatedly called Don Lewis as he was supposed to be preparing for a significant business trip to Costa Rica, including a shipment of a substantial amount of freight by barge, which needed to be inventoried.

30. Anne McQueen's frantic concern and insistence that something was wrong allegedly caused Carole Baskin to file a missing person's report.

31. The missing person's report was filed by Carole Baskin on Tuesday, August 19, 1997, indicating he was gone by 6 AM the morning of August 18, 1997. Describing the reporting officer, Carole Baskin said, "He was very polite in dealing with a situation where it appears that I am over reacting to a straying husband. If he knew anything about Don's history, he probably would not have even bothered to drive out here."

32. Days later, Carole Baskin admits to Anne McQueen that Don Lewis gave her his car phone during the early morning hours before his disappearance or that she otherwise found it in a car and thus she knew Don Lewis did not possess it and told Anne McQueen to stop calling him.

33. At no point did Carole Baskin ask Don Lewis' daughters if they saw or heard from their father or otherwise alert his sanguine family that he was missing for several days.

34. Other witnesses indicate Don Lewis expressed plans to divorce Carole Baskin the week of his disappearance.

35. Trish (Farr) Payne has since publicly indicated her husband, Kenneth Farr, told her Don Lewis was gone and not returning on a date before Carole Baskin claims she last saw him.

"The Diaries"

36. Over the last several months, up to and through the date of this filing, Carole Baskin has publicly published new information in video and transcribed "diaries," which she claims are from the past, although she actively edits and makes corrections to some of them while she reads.

37. These videos have revealed additional information and inconsistencies never known or able to be acquired by Plaintiffs.

38. Carole Baskin has received great fame and notoriety and is currently on the show "Dancing with the Stars," has multiple shows about her in production and is now a public figure. She uses her fame to bring attention to her spoken and written publications. She also regularly responds to questions and statements made to her, revealing even more information not previously available to Plaintiffs.

39. Despite the long standing claims of a marriage free of turbulence or suspicion of wrongdoing, in a video diary uploaded August 20, 2020, called "1997 10 14 Carole Diary," Carole Baskin claims Don Lewis spent the last hours of his life allegedly sabotaging her car by making her brakes dysfunctional.

- a. Baskin said, "I remember the night before Don disappeared how anxious he was to bring that car home at four in the morning when it had overheated on me. There was no reason why it could not have set there until the following morning when

Kenny Farr could have wrecked it in on his way to work. If Don knew he was going somewhere very early Monday, why did he bother with the car so late? Monday morning when I blew the engine up on interstate in the silver wagon, I called Kenny Farr to wreck it in. It was then that he discovered Don had completely removed two of the brakes and had sabotaged the remaining brake assembly.”

- b. And further, Carole Baskin said in 2020, “What they discovered is that someone had cut the power lines to both brake lights and had re-taped them to disguise the fact that one of each dual line had been severed. Who ever had done this had gone to the extra bother to just barely connect the lines so that if a tester was used under the hood, it would give the appearance of power to the lights, but the least little jolt (in this case slamming the hood) was enough to disconnect the lines that had just been slid in place, but not attached. Only Don would have had the time to do so much to my car without anyone thinking about him messing under the hood.”

40. In the same video, Carole Baskin publishes other allegations where Don Lewis put her in harm’s way, put her family in harm’s way and/or tried to kill her while he was alive. These occasions include Don Lewis doing something nefarious to her parent’s mobile home, keeping her daughter in jeopardy by only allowing “space heaters- used ones at that,” screwing the home windows shut, a collapse of “a falling ton of metal” with Don Lewis blocking Baskin and her father’s escape with his van, and Don Lewis swinging a tree from a crane in an effort to hit her with it and more.

41. In 2020, Carole Baskin publicly claimed she went to the courthouse in 1997 to get a restraining order against Don Lewis before he applied for one. Despite all of the now claimed alleged death threats and attempts, Carole Baskin indicated legal justification did not exist to

support her application for a restraining order against her husband and thus she left without filing one, specifically:

In an entry entitled, “1998 09 06 Carole Diary,” published September 19, 2020, Carole Baskin said, “I had gone down to apply that June while Don was still in Costa Rica, because he had threatened to turn the cats loose upon his return and although I expected him to calm down before returning home, (I had given away some of his precious trash) I wanted to know what had to be done ahead of time. I was told that unless Don threatened to hurt me, then I could not get a restraining order, so I did not fill out the paperwork. When Don went to the courthouse on June 12th he must have been told the same thing and said that I had threatened to kill him and that I had his gun and another gun.”

42. Despite allegations Don Lewis was simply a “straying” husband, Carole Baskin quickly made advances towards assets owned by Don Lewis and other business partners, within days of his “straying.”

43. In a published video, “1997 08 29 Carole Diary,” Carole Baskin says, “Friday 9:00 am passed and no sign of Anne but Donna Pettis, Don’s eldest daughter, pulled up and told me she and her sisters were meeting with their attorney and going to have Anne appointed as Conservator so that no one but Anne would have access to the office. She asked me to come with her to her Attorney and consent to this order and I told her I needed to find legal counsel and would meet with them later. I told her that I had Don’s Power of Attorney and that there was no need to appoint a conservator to run our business. Thinking back on how defensive Anne had been and all of the illegal transfers to her maiden name, I reasoned that she had persuaded Don’s children to appoint her conservator so that she could destroy all documentation giving me the authority to run the business since she always had originals of the Power and the Will and the Trusts, although since Don’s disappearance she has started saying she didn’t remember the documents but that she was looking for them for me.”

44. Carole Baskin further said, “Suspecting there would be a huge fight, I drove home to get my Power of Attorney. The code for the alarm that Anne gave me the night before, must

have been changed, because we could not shut off the alarm and the police arrived. I showed them the POA and my dad explained the situation to him, so he left. We loaded all of the file cabinets and drawers that we could fit into the two pickup trucks and the Jeep.”

45. Carole Baskin further said, “I called our crew and told them to bring every man and every vehicle they could find to the office. In three hours all of the files we could load were on their way to my home.”

46. In a “diary entry” entitled “1997 11 10 Carole Diary,” Carole published, “Since it was my office, I broke in and loaded all of the file cabinets into three trucks and took them home with me.”

47. The office did not belong to Carole Baskin. It belonged to a business owned by Don Lewis and others, United Truck and Trailer. In fact, that is the business listed of Don Lewis by Carole Baskin on his missing person’s report. Her business field was left empty. She was not a shareholder in United Truck and Trailer.

48. Relying on the mysterious POWER OF ATTORNEY, Baskin justified her actions to seize control of all assets and businesses of Don Lewis and his partners while distancing those who were hired to operate it.

49. Carole Baskin thereafter admits she produced a power of attorney and began forcibly seizing control of various information, assets and businesses of Mr. Lewis.

The Conservatorship

50. According to the Conservatorship Petition filed on August 27, 1997, by Plaintiff Donna Pettis, Don Lewis’ eldest daughter, “That (on August 27, 1997) the spouse and/or her agents have broken into the business property, after assuring Petitioner that she would not, and has cut the locks off the gate and door and entered the property without permission and may be removing assets and/or documents and records of the absentee and/or his businesses.”

51. Donna Pettis also filed a petition for an order for ex parte injunctive relief to prevent Carole Baskin from further forcible control of Don Lewis' property and records. The Honorable F. Dennis Alvarez, the Chief Judge, granted the petition and entered an Order for Injunctive Relief on August 29, 1997, enjoining all persons from any dealings with Don Lewis' assets, "except that Anne McQueen was the only one allowed to enter the premises for purposes of conducting the usual and on-going business as authorized by the Absentee."

52. In an issue of the zoo's magazine, "Cat-Tales", Carole Baskin wrote and published fourteen (14) pages which were distributed to over three thousand (3,000) subscribers. Carole Baskin alleged, "our secretary had transferred over \$600,000.00 of our accounts into her own name" and further alleged that the life insurance policy owned by Anne McQueen on the life of Don Lewis was taken out a couple of months before Mr. Lewis's disappearance." This was false then and it is false now.

53. Carole Baskin objected to the Conservatorship, saying, "This Court does not have jurisdiction to appoint a conservator for the property of Jack Donald Lewis under F.S. §747.02, since Donald Lewis provided an adequate Power of Attorney to his wife Carole Lewis authorizing her to act on his behalf with regard to all of his property."

54. In another pleading, Carole Baskin averred, "That Carole Lewis holds in her possession an original Durable Family Power of Attorney, duly signed, witnessed and notarized." And, "Donna Pettis and Anne McQueen both knew of the existence of this Power of Attorney prior to their application to the Court for Injunctive Relief. This document has been examined by two expert forensic examiners and is considered in their written reports to be authentic."

55. Further stating, "The written reports by J.J. Berrie & Associates and Mark Write, Inc. are attached and marked Lewis Exhibits 2 and 3 respectively and by reference are incorporated

as though fully set out herein. The affidavits of the parties who witnessed and notarized Jack Donald Lewis' signing of the power of attorney, the will and the guardian angel land trust."

56. Carole Baskin alleged an "apparent conspiracy of Anne McQueen, Donna L. Pettis, Lynda L. Sanchez, Gale Rathbone" as none "would have had any right to the estate of Don Lewis if the supporting documents were found to be intact."

57. Additionally, Carole Baskin refuted paying any attorney's fees of Anne McQueen, claiming, "That Civil Theft charges have been brought against Anne McQueen in this case and until all of the matters are resolved to the satisfaction of the Court, it would be premature to Order payment of Attorney fees to any party involved."

58. Ultimately, this matter proceeded to various mediations. The Will and Power of Attorney were not ever determined by the court to be valid or invalid, as the parties resolved the dispute globally, but at all times Carole Baskin and her attorneys used what is believed to be false documents to gain leverage and power over Plaintiffs and it resulted in an inequitable, unfavorable settlement.

59. On September 9, 1998, Carole Baskin, on behalf of the conservatorship, settled with Anne McQueen.

60. In a notarized apology, on September 9, 1998, Carole Baskin said to Anne McQueen, "I, Carole Lewis, apologize to Anne McQueen for all the allegations that I have made about Anne McQueen. I never would have done so, if I had not felt that Anne McQueen was trying to take over mine and Don's business. Upon further investigation, I have found that the allegations made were without full knowledge of the facts, which I now know are unfounded." (Attached hereto as ***Exhibit "B"***)

61. Further, as a term to the settlement on September 9, 1998, "The parties agree to pay to Anne McQueen the sum of \$50,000.00, from the DL assets, as full and final settlement of her

libel and slander claim, as well as all other claims or potential claims brought by her against the Conservatorship Estate or any party to this Agreement.” (Attached hereto as ***Exhibit “C”***)

62. In other words, in 1998, Carole Baskin not only settled libel and slander claims brought by Anne McQueen based on Carole Baskin publicly accusing her of fraud, theft and involvement in the death of Don Lewis, but she fully and formally apologized in front of a notary.

63. As a result of the agreement, “Anne McQueen agrees to cooperate with the Co-Conservators with respect to the administration of the assets in the Conservatorship Estate. The parties further agree not to institute any actions against one another, unless future actions by a party constitutes a breach of fiduciary duty to the other parties or as otherwise provided in this Agreement.”

64. To this day, Carole Baskin maintains the Will and Power of Attorney was always valid.

The POWER OF ATTORNEY

65. Issues still exist about whether the last known Will and Testament and a Power of Attorney of Mr. Lewis was bona fide. (Attached hereto as ***Exhibit “D”, Power of Attorney***)

66. In a Motion to Dismiss the prior version of this Complaint, Baskin’s attorney Craig E. Rothburd references a Conservatorship, which he defended on behalf of Baskin in 1997-1998.

67. It is unknown if Craig E. Rothburd was in any way involved with the drafting or revision of the subject power of attorney, but discovery is necessary about these issues.

68. In the Motion to Dismiss, Carole Baskin (through attorney Rothburd) claims, “Baskin utilized neither the will nor the power of attorney,” seeking to make what appears to be a fraudulent document into a legally irrelevant one. This is untrue.

69. As described herein, Carole Baskin used the power of attorney to gain control of assets before Don Lewis was either declared deceased or truly disappeared. In fact, he had not

even been the suspect of anything more than a “straying” before the Power of Attorney was used by Carole Baskin for her seizure of control of Don Lewis’ records and assets.

70. Carole Baskin used the Power of Attorney to gain entry into a business office and take control of documents which did not belong to her.

71. Carole Baskin used the Power of Attorney to gain access to documents and potentially destroy other documents, move assets around and otherwise cause the need for Donna Pettis and Don Lewis’ heirs to file the Conservatorship in the first place.

72. According to the Conservatorship Petition filed on August 27, 1997, by Donna Pettis, Don Lewis’ eldest daughter, it was averred, “That (on August 27, 1997) the spouse and/or her agents have broken into the business property, after assuring Petitioner that she would not, and has cut the locks off the gate and door and entered the property without permission and may be removing assets and/or documents and records of the absentee and/or his businesses.”

73. It was the suspected fraudulent Power of Attorney which allowed Baskin the ability to assume control of Don Lewis’ assets and estate and secure her role as “co-conservator.” It also gave her significant leverage in the resolution of Don Lewis’ estate.

74. Further, Baskin repeatedly attempted to influence Don Lewis’ family to accept the fraudulent Power of Attorney, saying in an undated letter from Carole Baskin to the daughters of Don Lewis, Baskin wrote in 1998,

“The only way that we can quickly dissolve GALT A and PSRL is through the documents that your father provided me with while he was still of sound mind. The Power of Attorney gives me the right to dispose of his assets. Anne is no longer a party to the case and cannot keep us from acting quickly. What I am proposing is that we sit down with our attorneys and draft an agreement that will protect all of us from each other should circumstances change. We need to have our attorneys, perhaps jointly, see to the insurance premium collection and payments. (I think the premium is over 20k this year but have to check) We need to spell out the disbursement just like we did in the stipulation agreement. We need to agree that the PSRL properties are yours and that I will sign whatever documents are necessary to transfer them out

of your father's trust to you or a trust you set up. I will want the same release from you. Then I need you to go before the Judge and say that the conservatorship is no longer necessary and that you believe the Power of Attorney, the trust documents and the Will to be authentic. I have the reports from two independent handwriting experts verifying this fact. If we are all in agreement that these documents are authentic, then there is no legal reason for the courts to impose this conservatorship.”³

75. Throughout the Conservatorship, Baskin filed numerous pleadings designed to use the seemingly fraudulent Power of Attorney to influence the court and parties, which it did.

76. She filed a court document, which said:

“That Carole Lewis holds in her possession an original Durable Family Power of Attorney, duly signed, witnessed and notarized and a true and correct certified copy of same is attached hereto as Lewis Exhibit “1” and by reference is incorporated as though fully set out herein. This Power of Attorney from Jack Don Lewis gives her all necessary authority to continue managing the affairs of Jack Don Lewis until his return. Donna Pettis and Anne McQueen both knew of the existence of this Power of Attorney prior to their application to the Court for Injunctive Relief. This document has been examined by two expert forensic examiners and is considered in their written reports to be authentic. The written reports by J. J. Berne & Associates and Mark Write, Inc. are attached and marked Lewis Exhibits 2 and 3 respectively and by reference are incorporated as though fully set out herein. The affidavits of the parties who witnessed and notarized Jack Donald Lewis's signing of the Power of Attorney, the Will and the Guardian Angel Land Trust Documents are attached hereto as Lewis Exhibits 4, 5, and 6 and by reference are incorporated as though fully set out herein.”

77. Carole Baskin often refers to her expert handwriting reports, but those reports did not determine if Don Lewis' signature was traced or duplicated. They determined if it was an exemplar of “his signature.”

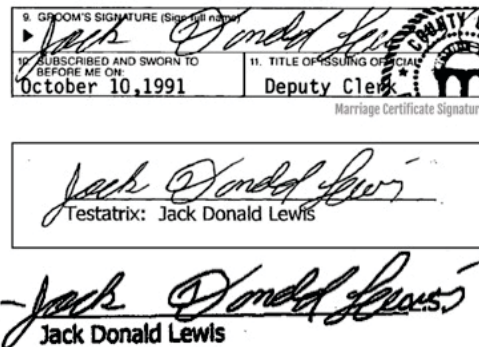
- a. Mark Write, Inc., said, “At your request, we have examined and compared the questioned signatures of Donald Lewis AKA/ Jack Don Lewis with the known signatures, as listed below. You have asked for a determination, if possible, of

³ Baskin waived attorney-client communications with Attorney Rothburn by publishing the subject letter.

whether the questioned signatures are genuine, or whether they may be the work of another party. Also noteworthy is Mark White, Inc., did not examine Jack Don Lewis' marriage certificate.

- b. The opinion of J. J. Berrie & Associates was even more worthless. They said, "My assignment was to determine, if possible, whether the Jack Donald Lewis/Don Lewis signatures submitted for comparison were written by the same person." Their opinion is that the signatures "were written by the same person." A traced or recreated signature would be the same.

78. Don Lewis' signature on the Power of Attorney is "his signature." It was copied or regenerated from his marriage certificate or similar prior documents. It just was not placed by him on the specific documents Carole Baskin claims it was.



79. Additionally, in her Answer to this very lawsuit, Susan Bradshaw filed a pleading which stated, "In relation to the will and power of attorney of Jack Donald Lewis, someone placed my name as witness on those documents, and in doing so, made me as much a victim as any of the plaintiffs." (Answer of Susan Bradshaw Attached hereto as **Exhibit "E"**)

80. Susan Bradshaw has made other private statements in the past which indicate she had moved out of the area three months before she allegedly signed as a witness on the subject documents, described herself as a "supposed witness," said "Carole had me backed against a wall

at the time and from fear of her then I signed a statement swearing it to be my signature even though it wasn't, that Carole Baskin "forges signatures all the time," that she's "been threatened" by "not only" Carole Baskin, but "by the psycho people that work for her," that she's a "DANGEROUS woman," and would only testify "if I were subpoenaed to testify."

81. The other witness affidavits referenced by Baskin all indicate that Susan Bradshaw was physically present at the execution of the power of attorney and also are due to be challenged.

82. Carole Baskin has also recently and regularly posted online about Susan Bradshaw, accusing her of lies based on her Answer filed in this action, saying:

- a. "Hardly believable coming from a serval owner; but you are wrong. Susan did witness the docs and only changed her story later when she got hooked up w/Antle. Trashing me was her ticket to getting the kinds of cats for her backyard zoo that she couldn't get otherwise."
- b. "She partnered up with Doc Antle because she wanted to breed cats for life in cages. Trash talking me was probably her ticket into his inner circle."
- c. And similar statements.

83. Defendant Susan Bradshaw appeared *pro se* to this action via an unsigned paper and has not returned the undersigned's communications to otherwise determine the veracity of any of this.

84. The Power of Attorney was conditioned on whether Don Lewis disappeared. In a diary entry called, "1996 07 26," uploaded June 9, 2020, Carole Baskin states, "On July 19, 1996 the Tico Times reported that Austrian tourist, Matilde Schaffer, age 31 was found dead. Schaffer is the latest in a string of German-speaking tourists who have fallen victim to violence or tragedy in Costa Rica this year. This is part of why we included 'disappearance' in the Durable Family Power of Attorney."

85. In a video called “1997 10 25 Carole Diary,” Carole Baskin acknowledges a different reason why the word “disappearance” is important. She verbally said and wrote, “From a financial standpoint, if Don were to die, then I stood to gain all that we had together. Again, for Don to be simply missing, I stood the risk of being in exactly the position I am in, which is to be under suspicion, and not in control of our affairs, and to watch greed and malice destroy through the ensuing legal battles all that we worked for. If I had done something to Don for my own gain, I would have to leave a body in plain sight, and an ironclad trail to anything or anyone but myself, for me to gain anything.”

86. While the subject Power of Attorney was dated November 21, 1996, there are issues surrounding its date of creation, the alleged facts justifying it and when and how it was created.

87. Other significant issues discredit the subject Power of Attorney. Its veracity is due to be examined through discovery. This has been impossible before now and still will require a subpoena or court order according to Susan Bradshaw’s prior statements.

88. Without the disappearance or death of Don Lewis, the power of attorney would have been a powerless document. However, coupling power of attorney with the disappearance or death of Don Lewis, it gave Carole Baskin significant control and power in a time she knew or should have known Don Lewis was seeking a divorce, a restraining order from her, or a separation from her.

89. The Power of Attorney not only is potentially a fraud on all of the prior agreements of the parties, a breach of fiduciary duty and a potentially ongoing breach of the contract, but is a key piece of evidence of motive of Don Lewis’ disappearance or death and stands as potential evidence of defamation and other torts in the past and present.

90. The only way to determine the veracity of all of this is to require discovery.

Other Issues and Inconsistencies

91. Despite inheriting millions, in a published statement entitled “1997 10 25 Carole Diary,” from August 21, 2020, Carole Baskin claimed she would not benefit from his disappearance and also stated she would only be married to Don Lewis for “another 5-7 years.”

92. In another published statement entitled “1997 11 10 Carole Diary,” from August 24, 2020, Carole Baskin states the financial statement related to Don’s estate, if made public, “puts me in a dangerous position to anyone who would woo my daughter and kill me for her inheritance. It puts us both in a precarious position to anyone who would desire to take over WildLife on Easy Street, because if we both die, all the money goes there.”

93. In an entry called, “1998 09 06 Carole Diary,” Carole Baskin admits she was relatively soon in love with someone else and, “My family and those at church know what Hell I went through being married to Don (Lewis).”

94. Additionally, whether by “diary entry” or public comment, a number of false statements and inconsistent statements have been uttered about possible ways Don Lewis has died or how his body was disposed. These need to be properly investigated.

95. Carole Baskin claimed theories involving his body being disposed of in an open septic tank or with a mere “little tabletop, hand crank thing” were categorically false.

96. Evidence has revealed the septic tank was installed around the time Jack Don Lewis disappeared after Carole Baskin categorically stated it was not.

97. In a recent change in position, Carole Baskin said about the septic tank, “When I discovered some of my timing was off, I took this one down to correct it based on new information. I may not always be right (when trying to recall something from 22 years ago) but I will always be honest.”

98. Carole Baskin and her husband Howard Baskin have since expressed gamesmanship (and possibly an illegal offering of gambling) to debunk whether the septic tank

location is a burial place of Jack Don Lewis, stating, “The notion of Don being in or under the septic tank is still just as ridiculous and just as easily disproven. Howie (Baskin) suggested that we challenge anyone who wants to make such outlandish claims to put up \$100k in escrow against our matching funds. If Don’s not there we get their \$100k. If Don is there, they get our money. It would be money well spent, if by some miracle someone managed to kill and bury him there, just to have closure. I don’t think anyone who claims it, actually believes it. They just love that the media and the mob runs with the idea of it.”

99. Evidence has revealed Big Cat Rescue possessed or owned a meat grinder which was larger than the one described by Carole Baskin.

100. There are a host of recently published “diary entries” about the months prior to Don Lewis’ disappearance which warrant discovery.

The Breach of Contract, Intentional Attack and Defamation of Anne McQueen for the Same Allegations Settled and Subject of Carole Baskin’s Notarized Apology in in 1998

101. Disparagement, defamation, defamation per se and other accusations are numerous and ongoing. The utterances are not only by Carole Baskin, but also her husband Howard Baskin and in the name of the “Big Cat Rescue” defendants both online and in print. As noted herein, Carole Baskin not only apologized for these exact utterances, but settled with Anne McQueen in 1998 for \$50,000 for “libel and slander,” with her agreement stating, “The parties agree to pay to Anne McQueen the sum of \$50,000.00, from the DL assets, as full and final settlement of her libel and slander claim, as well as all other claims or potential claims brought by her against the Conservatorship Estate or any party to this Agreement.”

102. On September 9, 1998, Carole Baskin issued a written, notarized retraction and apology to Anne McQueen, stating: “ I, Carole Lewis, apologize to Anne McQueen for all the allegations that I have made about Anne McQueen. I never would have done so, if I had not felt

that Anne McQueen was trying to take over mine and Don's business. Upon further investigation, I have found that the allegations made were without full knowledge of the facts, which I now know are unfounded." And, as noted, settled all libel and slander claims Anne McQueen has as a result of these same false accounts.

103. Carole Baskin omits this retraction, apology and determination in all of her false statements about Anne McQueen in all subsequent republishing of her insulting theories about Anne McQueen.

104. In 2020, Carole Baskin, Howard Baskin and the Big Cat Rescue Defendants are back to publishing falsehoods about Anne McQueen.

105. Some of these statements about Anne McQueen were made in correspondence to Attorney Craig E. Rothburd, but they have been recently fully published by Carole Baskin. Rothburd apparently prepared the agreement Carole Baskin and other defendants now breach.

106. Carole Baskin verbally and textually published a letter she wrote Attorney Rothburd on or about June 27, 1998, in which she states, "I want Wendell and Anne to pay for Don's disappearance." In it, she says, "That is why I want to see Anne in jail for embezzlement. She and Wendell may have gotten away with doing harm to Don but they haven't escaped all of their treacherous deeds. I want what little justice Don and I may ever see from this whole ordeal."

107. While a letter to a lawyer would never be defamation and a diary entry would never be published or the statute of limitations would have long expired on a 1998 utterance, Carole Baskin posted a video of her reading this and other "diary" publications to YouTube and other websites on September 9, 2020, after the subject case started. One such publication is entitled, "1998 06 27 Carole Diary" and contains both spoken word and written text.

108. Even as recently as a few days ago, Carole Baskin published verbally and textually her thoughts from sitting in depositions back in 1998. She said, “I believe that if there was foul play in Don’s disappearance that Anne and Wendell are behind it.” The video is entitled “1998 09 05 Carole Baskin.”

109. In addition to the video journals, the website “bigcatrescue.org” has countless statements falsely accusing Anne McQueen of theft, fraud or involvement with Jack Don Lweis’ death.

110. In one entry on Defendants’ website entitled, “The Main People Interviewed and Their Lies,” the author says, “Anne McQueen is referred to as Don's trusted assistant. A few months before his disappearance we caught her embezzling roughly \$600,000.00 in properties by buying them with our funds and putting them in her name. A court ordered her to return them. Not the best sign of integrity, credibility, someone to believe. Conservatorship case #97-CP-002001.” Defendants literally cite the conservatorship case where Carole Baskin paid to settle this as a libel and slander claim and apologized.

111. In another website entry, Big Cat Rescue published, “For 17 years, my best girlfriend was my secretary. In April of 1997 she had a cat who was spraying all over her house and she was threatening to send the cat to the pound so I took her home and turned her loose in the yard with the other domestic cats. That same month, unbeknownst to me, my friend and secretary embezzled 600,000.00 and when my husband’s million dollar life insurance renewal came in, she changed the beneficiary to herself. Don couldn’t read and didn’t know what he was signing. Four months later I discovered the embezzling and Don ordered her to sign the properties back over to us. She refused and Don mysteriously disappeared on August 18, 1997.” And, “The cat was the only good thing to come out of that 17 year friendship with Anne.”

112. There are numerous accusations linking Anne McQueen and life insurance, which were and are designed to not only accuse her of financial wrongdoing, but with financial foresight to his death or incentive to cause his death. It is categorically untrue.

113. Jack Don Lewis, in fact, could read and graduated high school in three years and became a multi-millionaire and read and signed countless contracts and agreements, read three newspapers daily, wrote postcards to his family, wrote out a restraining request against Carole Baskin and otherwise was literate and could comprehend life insurance.

114. In social media posts promoting her video entries, she additionally accused Anne McQueen of theft, fraud or involvement with Don Lewis' death.

115. In a video entitled "08 05 18 Carole Diary," uploaded September 5, 2020, Carole Baskin published, "' I did not kill my husband. I did not have him killed and if he has been killed I don't know who may have done it, other than my suspicions about Anne and Wendell. - Carole Baskin #carolebaskin."

116. Further in the same video, Carole reveals attorney-client privileged information discussing a letter to a lawyer and reveals she knew then, and knows now, that what she said and did is wrong and simply designed as subterfuge, stating "As we discussed, I wish to pull my assets out of the conservatorship and will get some fight from the kids, but expect the majority of the litigation to come from Anne's protests. I would like to remove her from the conservatorship first, so that I don't have to pay you and her attorney to battle out something that is none of her business. I will lose more by trying to pull out while Anne can still give me so much grief. As you may recall, getting Anne out of the picture may be a little complicated."

117. In a video entitled "98 03 02 Carole Diary," uploaded August 29, 2020, Carole Baskin published additional falsehoods about Anne McQueen.

118. In a comment to a video “08 05 18 Carole Diary,” published September 6, 2020, Carole was asked in a comment, “Didn’t you get suspicious when ann (sic) started worrying about your husband?” Carole Baskin replied, “Did you not get that from what I said?”

119. In a video entitled “97 08 28 Carole Diary,” Carole Baskin focuses on Anne McQueen and makes untrue and disparaging statements about her for the entirety of the video.

120. In a comment to a video “1998 08 28 Carole Baskin,” Carole Baskin said, “If you look at how many times the kids, Gladys and Anne accused me of being the greedy one in Tiger King and then look at who was trying to steal from who here, it is a wonder that people don't get it.”

121. In a video, “97 10 01 Carole Diary,” published August 18, 2020, Carole Baskin denies the forgery of the Power of Attorney and discusses how Plaintiffs were attempting to destroy what Don Lewis and her created. She also claims Anne McQueen “knew” the subject Power of Attorney was real. This is also untrue.

122. In another entry, Carole Baskin accuses Anne McQueen of stealing or buying her stolen diaries and “sold their story and my diary to Hard Copy.” This is untrue.

123. Making matters more outrageous is that many of these entries were allegedly written 1997 and 1998, and the result of a settlement and apology but are being read, published and promoted and are creating havoc and damages in 2020 because they are posted as if they are true today.

124. As a result, Anne McQueen is the subject of character attack by defendants with the goal simply being deflection and defamation of misinformation they already have admitted was untrue in a prior court proceeding.

125. Carole Baskin repeatedly claims in some published locations that her publications are “for entertainment purposes only,” but she is profiting and seeking publicity off of this false, defamatory, malicious narrative.

126. Amplifying the false narrative, Carole Baskin repeatedly comments on social media and in traditional media along this same false narrative and will continue to do so as she is the subject of numerous other national lucrative celebrity opportunities.

127. In the “Summer of 2020,” the “Big Cat Rescue’s Big Cat Times” published additional statements, which were actually located next to an envelope where people can send donations. The statements included an article by Howard Baskin, which said:

- a. “As the Hillsborough County Sheriff has reaffirmed, there was never a shred of evidence to suggest Carole was in any way involved in the traumatic disappearance of her former husband Don 23 years ago.”
- b. When he went missing, his secretary, who has been caught a few months earlier trying to steal over \$500,000.00 in properties from him and Carole, and his ex-wife and children, colluded to try and take over not only the portion of the estate they were entitled to, but also the portion Carole was entitled to.”
- c. “As part of that effort, they spread absurd rumors.”
- d. “For instance that Don was run through a tiny kitchen meat grinder and fed to the cats.”
- e. And, “You can view our rebuttal to the lies at BigCatRescue.org/truth.” (Attached hereto as ***Exhibit “F”***)

128. Each and every aspect of Carole Baskin’s life is being made public by her in daily video entries, revealing daily inconsistencies and an everlasting need to change and amend this pleading and its claims, thus necessitating discovery prior to a formal, larger lawsuit for damages.

A pure bill of discovery is a must to decipher between truth and lies. However, the beginning of claims by Anne McQueen is certainly ripe and filed herewith.

129. She is currently appearing in Dancing with the Stars and is complicit with jokes about Don Lewis' death:

- a. On the September 14, 2020 premier, a judge of the show, Derek Hough, referenced a viral Baskin-inspired Tik Tok, singing his critique of Baskin's dancing, "Carole Baskin, ya danced that with Pasha, you smacked it," The original version Mr. Hough emulated said, "Carole Baskin killed her husband, whacked him. Can't convince me that it didn't happen. Fed him to Tigers, they snackin'. What's happening?" Carole Baskin failed to comment or censure this activity.
- b. Judge Bruno Tonioli scored Carole Baskin a "3," while quipping: "For me you didn't quite kill the paso doble, it was kind of sedated." Use of the terms "sedated" and "killed" were neither corrected, nor condemned by Carole Baskin.
- c. Carole Baskin not only stood complicit, but went along with the joke, responding later that night in an interview with Good Morning America, she'd, "really kill it next week."

130. In other publications by Carole Baskin, she makes potentially actionable statements about Mr. Lewis's children, Donna L. Pettis, Lynda L. Sanchez, and Gale L. Rathbone, as well as his longtime co-worker, Anne McQueen.

131. Multiple concerning statements have been made regarding the disappearance and death of Mr. Lewis by Carole Baskin. Some have been inconsistent or sensational and others have been used to deflect the fact she sought publicity for herself and now uses her "15 minutes" to damage Plaintiffs.

132. Even how she met Jack Don Lewis has three or four different stories.

- a. According to her video interview on *Tiger King* (Season 1. Episode 3, which aired March 20, 2020), Don Lewis met Carole Baskin on Nebraska Avenue in Tampa in 1981, on a night when she fled her house after being attacked by her abusive first husband, Michael Murdock. Baskin recounts Don Lewis circling by her three times and offering her the ability to point a gun on him while they talked, he picked her up and they spent the night together that evening.
- b. In her video journals, Baskin says she met Don Lewis, “in January 1981.” And, “a 70s model Cadillac or some other huge boxy shaped car” circled her. Baskin said, “The man inside asked me to get in, but I declined, he did this a couple more times. The last time there was a large (maybe .357 magnum pistol) on the front seat. The blonde haired, blue eyed man, plead so earnestly that he just needed someone to talk to and that I could hold the gun on him if that made me feel safe. I was in a very bad part of town, so this seemed the lesser of two evils.” She elaborated, “Even though I picked up the gun to sit down, I didn’t point it at him because I know better than to point a gun at anything unless you intend to kill it. I pretty quickly laid it in the floorboard because I felt confident that if he meant me harm he wouldn’t have offered the gun.” She said, “Later on he took me to a cheap motel frequented by truckers and prostitutes. He promised not to try anything and I agreed to go. He barricaded the door, brushed his teeth and was getting ready for bed. Not wanting to get anything started, I didn’t undress. He assured me that he wouldn’t look, or touch, but I didn’t believe him. He had a suitcase and said his wife had thrown him out. He dug out his baggy pajamas and offered them to me. I felt ridiculous but was more comfortable in them. I fell in love with him then and there.” Finally, she said, “After that Don and I began seeing each other once or

twice a week, and he called everyday for hours at a time. I even knitted a cushion for the earpiece of his phone. I loved him so much. He told me if I needed him in an emergency I could call where he worked and ask Anne to go get Bob Martin. I tried not to call unless I had to.”

c. In Baskin’s child custody battle with her then husband, Michael Murdoch, Mr. Murdoch filed pleadings with the court, alleging Baskin, “subjected (her) minor child to episodes of sexual misconduct and parental irresponsibility.” Baskin was asked to “tell the Court how you came about meeting this gentlemen, Jack Don Lewis.” She responded, “I met him through the real estate dealings that I did, and Mike has been very hard to live with.” She also testified they didn’t have sex until about “six months” after meeting. And the first time they had sex was around “1982 or 1983.”

d. In a letter to Mr. Lewis’ first wife, Carole Baskin recounts, ““The night I had met Don he had just had his last fight with Gladys, his wife, and I had just had a tremendous blow up with my ex-husband. Don had all of his clothes, guns and money packed in the trunk of his navy blue Lincoln. He told me he wanted to take me to New Orleans, divorce his wife and never look back. I had a daughter and would not go. Don went back to his wife the next day and that is how our relationship began. It was May 1981.”

133. In that same letter, Carole Baskin reveals some other issues and statements which warrant investigation, including:

a. “I don’t know what your feelings for Don are at this juncture in your life. If I had thought that you would take him back into your heart and be able to free him from this Evil that controlls (sic) him, I would remove myself from him forever.”

- b. "He is a good man and I believe with the exception of his straying would be a perfect husband. You, undoubtedly, know this better than I do. I want his love, with all my heart, but if you still want him in your life, I believe that it would be wrong for me to seek that."
- c. "August 16, 1990 (total sum of the digits being "7"). This was my third night alone since leaving my lover, partner and companion of ten years, Don Lewis. Our break up had been the result of an ongoing affair of four years that he had had with a woman by the name of Pamela Enriquez."
- d. "In August 1986 after five years of begging Don to help me leave my husband I met Roy Persons who came into my life and made it possible to leave my bad marriage."
- e. "Perhaps I asked for too much, but I had to get out of my marriage and would have eventually killed my husband to do it."
- f. "The night I had met Don he had just had his last fight with Gladys, his wife, and I had just had a tremendous blow up with my ex-husband. Don had all of his clothes, guns and money packed in the trunk of his navy blue Lincoln. He told me he wanted to take me to New Orleans, divorce his wife and never look back. I had a daughter and would not go. Don went back to his wife the next day and that is how our relationship began. It was May 1981."
- g. "On Valentine's Day 1990 Don moved in with me. His wife had filed for divorce and he said that he would give up Pam and dissolve their business if I would try to make a go of it. I was never so happy in my whole life!"
- h. "I found out, months later, that he and his wife (Gladys) had broken up around Christmas of 1989 and he had been spending his nights with Pam. He would have

her page him at my house, when she was ready for him and put Don's wife's phone number in his pager, so that he could show it to me and tell me that it was Gladys and that he had to go home to her."

- i. "I told him that if he did not break off all contact with her by August 1, 1990, I would leave him."
- j. "He began to drain our business out, pulling out his money as deals closed and not reinvesting it. He continued to invest with her and to give her part of the commissions I had been promised on our deals when he could find no excuse to do so."
- k. "I fear for Don and I fear for myself, as I feel that I have been the instrument to a demon and so is he. I fear for all of us here on this planet as I have never feared before. I have heard of demons as they were spoken of in the Bible."
- l. "Until having looked Satan straight in the eye and feeling helpless to his persuasions, I could never have felt this present darkness which overshadows us."
- m. "Don would never consort with witches, if he knew up front what they were from the start but Don's security is money and this demon has used his own insecurities to draw him to trust and believe this woman who makes money for him (referring to Pam)."
- n. "I have done much wrong in my life and am now ready to change, but I will not leave those that I love to be consumed while I rescue my own soul. I know that to sleep with a man to whom I am not married is wrong, but I know that Don is a very insecure person and often feels that he is not good enough. To reject him physically would be to drive him even further into the powers of this demon ridden Woman of Ekkobar."

- o. “(Don and Gladys) are divorced now and to make matters worse (Gladys) is in love with another man; a purportedly good and God fearing man. I want to share the rest of my life with this man (Don), but I do not want this continued Satanic link to Pam.”
- p. “(Pam) desires to be rich beyond perception and has told me that she needs Don’s “magic” to increase her own wealth. This has proven itself to be true based upon the fact that she never had anything before she seduced Don and in all of her investing with other people since meeting Don she has managed to tie up every cent that they gave her, which has been somewhere between \$150,000.00 and \$250,000.00 and has been unable to turn any kind of profit. If her ability to make money for Don was based upon her own talents, then there is no reason why she has not been successful with other people, unless her words were true that she has had to be able to tie into Don’s ‘magic.’”

134. There are so many aspects of Don Lewis and Carole Baskin which have never been investigated. Each and every aspect of Carole Baskin’s life is being made public by her in daily video entries, revealing daily inconsistencies and an ever growing need to change and amend this pleading and the claims, thus necessitating discovery prior to a formal lawsuit for damages.

135. Defendant Kenneth Wayne Farr was a longtime employee of both Mr. Lewis and Carole Baskin. He was heavily involved in the decedent’s business and personal affairs. Kenneth Farr is believed to have information regarding the disappearance and death of Mr. Lewis. Furthermore, based upon a recently publicized interview, Kenneth Farr claims to have direct information regarding Mr. Lewis’ assets and financial interests.

136. Kenneth Farr was also said by his ex-wife to have additional information regarding the timing of Don Lewis’ disappearance.

137. Susan Bradshaw has allegedly indicated Carole Baskin asked her to testify that she was witness to the execution of Mr. Lewis's testamentary documents and/or power of attorney, when she was not.

138. Donna L. Pettis, Lynda L. Sanchez, Gale L. Rathbone, and Anne McQueen have retained the services of Phillips & Hunt to determine if they are victims in a criminal case, a civil case, both or neither. The only way to determine this is to engage in discovery.

139. Part of the justification for the necessity of a Pure Bill of Discovery is to determine the truth.

140. Despite contentions to the contrary, the truth has never been explored in any court and there is a good faith basis to believe the truth will open up many viable remedies.

141. Plaintiffs have been not only been lulled into inaction, but falsely threatened into inaction by Baskin's then and now attorney Craig Rothburd, his firm and his law partner. In a letter from 1998, Mr. Rotherburd's law partner threatened to sue Plaintiff Donna Pettis for libel and/or slander for indicating Carole Baskin may know more about or be in some way responsible for Mr. Lewis' death or disappearance.

142. Anne McQueen hereby asserts claims for defamation (negligent), defamation (malicious) and defamation per se.

143. This Complaint will need to be amended once discovery reveals additional facts which are not and cannot be known by Plaintiffs at this time.

144. A Pure Bill of Discovery is appropriate as this action seeks to determine the identity of proper party defendant(s), the appropriate legal theories for relief and whether a complaint for damages is warranted and determine the basis therefore.

ENTITLEMENT TO RELIEF
PURE BILL OF DISCOVERY

145. This is an action in equity. Under Florida law, a pure bill of discovery should be granted if there is some reasonable basis to believe that discovery in a later damages action would be inadequate or too late to vindicate the litigant's right to evidence. See Lewis v. Weaver, 969 So.2d 586 (Fla. 4th DCA 2007).

146. The pure bill allows a putative plaintiff to “obtain the disclosure of facts within the defendant's knowledge, or deeds or writings or other things in [the defendant's] custody, in aid of the prosecution or defense of an action pending or about to be commenced.” See First National Bank of Miami v. Dade-Broward Co., 125 Fla. 594, 171 So. 510, 510-11 (1936). It may also avoid a spoliation claim later. See St. Mary's Hosp. v. Brinson, 685 So.2d 33 (Fla. 4th DCA 1996), rev. denied, 695 So.2d 701 (Fla.1997) (prospective action for damages is a valuable ‘probable expectancy’ that the court must protect from interference).

147. A Pure Bill of Discovery also allows the putative plaintiffs to determine the identity of the proper party defendant(s) and the appropriate legal theories for relief. See Mendez v. Cochran, 700 So.2d 46, 47 (Fla. 4th DCA 1997) citing; Sunbeam Television Corp. v. Columbia Broad. Sys., 694 F.Supp. 889, 892 (S.D. Fla. 1988); Adventist Health Sys./Sunbelt, Inc. v. Hegwood, 569 So.2d 1295 (Fla. 5th DCA 1990).

148. Upon information and belief, discovery against Defendants Baskin, Bradshaw and Farr is necessary to investigate facts within their knowledge, deeds and/or writings to aid in the identity of who and what facts exist related to potential claims of:

- a. Intentional Infliction of Emotional Distress;
- b. Negligent Infliction of Emotional Distress;
- c. Defamation, Libel and/or Slander;
- d. Fraud or Misrepresentation;

- e. Intentional Tort Resulting in Death;⁴
- f. Negligence;
- g. Breach of fiduciary duty; or
- h. Other claims necessitating discovery to be alleged in good faith.

149. Criminal investigations are ongoing as to some of these issues, but Plaintiffs have been denied access to this evidence due to statutory privileges afforded to active law enforcement investigations and prosecutions.

150. An unripe or inadequate legal remedy exists at this time such that a pure bill of discovery will be useful to identify potential defendants and theories of liability and to obtain information necessary for meeting a condition precedent to filing suit.

151. It is unknown to what extent these claims involve parties other than Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw or Farr.

152. Although, actions brought under “Intentional Tort Resulting in Death” carry no statute of limitations, actions for defamation, libel or slander carry two year statutes of limitation. As such, this matter must be expedited.

153. As courts have said, “One of the purposes of a true bill of discovery is to allow the injured party to ascertain whether a lawsuit may properly be asserted and under what theory or theories. There must of course be some basis for targeting a particular defendant, and where a plaintiff is truly on nothing more than a ‘fishing expedition,’ the court, in equity, will not supply the rod and reel.” This is not a fishing expedition, but it is narrowly tailored to determine which of the above claims are true and viable through an abbreviated discovery process.

⁴ This subsection “shall not be construed to require an arrest, the filing of formal criminal charges, or a conviction for a violation of s. 782.04 or s. 782.07 as a condition for filing a civil action.”

154. Plaintiffs file this Pure Bill of Discovery to determine which “theories of liability” remain viable to Plaintiffs after twenty-three (23) years and are not time barred. As stated previously, Mr. Lewis’ death, the central underlying act of a variety of Plaintiff’s potential causes of actions, occurred in 1997. Some of Plaintiff’s potential civil causes of actions may be time barred by the Statute of Limitations, unless an exception applies. Plaintiffs reasonably believe that two distinct exceptions apply to Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue, Defendants, Bradshaw or Farr, and other “potential defendants” which would overcome the statute of limitations bar, thus opening the door to a number of “theories of liability”.

155. The Florida Supreme Court has established both the “**Delayed Discovery Rule**” and the doctrine of “**Equitable Estoppel**” which allows Plaintiff’s to file civil actions against certain defendants beyond the expiration of the statute of limitations if certain conditions are met.

156. Plaintiffs file this Pure Bill of Discovery in an effort to gather information regarding the applicability of these doctrines to Defendants Carole Baskin, Howard Baskin, Susan Bradshaw, Kenneth Farr, Big Cat Rescue Corp, Big Cat Rescue and Sanctuary and other “potential defendants.” In other words, Carole Baskin, Howard Baskin, Susan Bradshaw, Kenneth Farr, Big Cat Rescue Corp, Big Cat Rescue and Sanctuary may be “potential defendants” to a number of causes of actions if an exception to the statute of limitations applies, if they committed an act without a statute of limitations or committed an act within a current statute of limitation- all appear to need good faith investigation. Plaintiffs file this Pure Bill of Discovery to obtain this necessary and otherwise unavailable information.

157. Plaintiffs seek and are entitled to evidence surrounding the Defendants’ wrongdoing. Plaintiffs file this Pure Bill because they reasonably believe that the Defendants will restrict access to this information in a subsequently filed damages action due to the anticipated statute of limitations defense. Under Florida law, “a pure bill of discovery should be granted if

there is reasonable basis to believe that discovery in a later damages action would be inadequate or too late to vindicate the litigants right to the evidence.” Lewis v. Weaver, 969 So.2d 586 (Fla. 4th DCA 2007).

158. Based upon information recently revealed, the Plaintiffs have a good faith basis to believe that Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue, Defendants, Bradshaw, Farr and others may have committed the civil offense of fraud against Plaintiffs and/or have information about who committed such act of fraud.

159. The Florida Supreme Court in Davis v. Monahan, 832 So.2d 708 (Fla.2002), established that under the Delayed Discovery Doctrine, “An exception [to the statute of limitations defense] is made for claims of fraud and products liability in which the accrual of the causes of action is delayed until the plaintiff either knows or should know that the last element of the cause of action occurred.”

160. Plaintiffs here seek discovery of information regarding the elements of fraud against Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw, Farr and others and also seek discovery regarding when this information could and/or should have been discovered by the Plaintiffs. A plethora of information regarding the “disappearance” of Mr. Lewis was recently presented to the Plaintiffs. Only recently have witnesses with information surrounding Mr. Lewis’ “disappearance” and death, including Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw, and Farr been publicly interviewed. Much of the information recently revealed to Plaintiffs had otherwise been hidden from Plaintiffs for the previous twenty-three (23) years. Plaintiffs seek a pure bill of discovery regarding this recently publicized information and seeks discovery regarding when this information was made available to the Plaintiffs.

161. In addition to seeking the identify of proper parties and legal theories of relief, the Plaintiffs seek this necessary information in the form of a Pure Bill of Discovery to determine if and when a cause of action for fraud against Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw and Farr accrued under Florida's delayed discovery doctrine and seek discovery of information regarding the elements of fraud against Defendants and other "potential defendants".

162. In addition, Plaintiffs seek this Pure Bill of Discovery to discover information in regards to the doctrine of "Equitable Estoppel" and its potential application to Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw, Farr and other "potential defendants".

163. In, Major League Baseball v. Morsani, 790 So.2d 1071, 1077 (Fla. 2001) the Florida Supreme Court held:

Equitable estoppel is not concerned with the running and suspension of the limitations period, but rather comes into play only after the limitations period has run and addresses itself to the circumstances in which a party will be estopped from asserting the statute of limitations as a defense to an admittedly untimely action because his conduct has induced another into forbearing suit within the applicable limitations period. Its application is wholly independent of the limitations period itself and takes its life, not from the language of the statute, but from the equitable principle that no man will be permitted to profit from his own wrongdoing in a court of justice. Thus, because equitable estoppel operates directly on the defendant without abrogating the running of the limitations period as provided by statute, it might apply no matter how unequivocally the applicable limitations period is expressed."

164. As applied, Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw and Farr's wrongful conduct from twenty-three (23) years ago to present make them "potential defendants" and may also open the door to a number of "theories of liability" against them, despite any potential statute of limitations defense, based upon the doctrine of "Equitable Estoppel".

165. Based upon recently discovered information, Plaintiffs believe that Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw, Farr's conduct, from 1997 to present, induced Plaintiffs into "forbearing suit within the applicable limitations period." See Morsani, *Supra*.

166. Plaintiffs seek this Pure Bill of Discovery in regards to Defendants Carole Baskin, Howard Baskin, the Big Cat Rescue Defendants, Bradshaw, Farr and other "potential defendants" to determine whether or not the doctrine of "Equitable Estoppel" applies to them, despite the passing of the statute of limitations, because of their own wrongdoing. For example, based upon recently obtained information, Plaintiffs have a good faith basis to believe that documents surrounding Mr. Lewis' estate may have been forged by Carole Baskin, which prevented Plaintiffs from obtaining information regarding Mr. Lewis' estate and finances following his disappearance and death.

167. Plaintiffs Pure Bill of Discovery seeks this and similar information for two purposes: 1) to determine which "theories of liability" are viable against Defendants Baskin, Bradshaw and Farr based upon Florida's "equitable estoppel doctrine", and 2) to identify all other "potential defendants" to which the doctrine of "equitable estoppel" may apply. See Mendez v. Cochran, 700 So.2d 46, 47 (Fla. 4th DCA 1997), *supra*. ("We recognize that a bill of discovery is available as an aid in bringing or defending an action about to be commenced. It may be used to identify potential defendants and theories of liability and to obtain information necessary for meeting a condition precedent to filing suit.")

168. Some of the above claims require subpoenas be issued to third parties to determine whether the Defendants' statements and communications meet the standards of defamation, libel,

slander, infliction of emotional distress, fraud and wrongful death outside of the normal statute of limitations period and/or if other third parties are responsible.

169. Defendants, Carole Baskin, Susan Bradshaw and/or Kenneth Wayne Farr, have and have had the ability to delete and/or destroy and/or dispose of evidence which gives rise to the necessity for discovery in this matter.

170. This action is designed to allow discovery and prevent the destruction of evidence, spoliation of evidence, and/or failure to preserve evidence.

171. Plaintiffs seek discovery of any and all electronic devices and/or data in the possession or control of the named Defendants relevant to the issues stated herein.

172. Plaintiffs seek discovery of the diaries, digital or paper chronologies and investigative materials in the possession or control of Defendants relevant to the issues stated herein.

173. Plaintiffs seek to identify what relief is available to them and from whom.

174. Plaintiffs seek depositions and statements under oath.

WHEREFORE, Plaintiffs, Donna L. Pettis, Lynda L. Sanchez, Gale L. Rathbone, and Anne McQueen, demand judgment against Defendants Carole Baskin, Susan Bradshaw, Kenneth Wayne Farr, Howard Baskin, Big Cat Rescue Corp as a Florida corporation and doing business as “Big Cat Rescue,” and Big Cat Rescue and Sanctuary, as a Florida corporation and doing business as “Big Cat Rescue” for equitable relief, discovery, compensatory damages, costs, interest as allowed by law, and for such other relief as this Court deems just and proper.

DEFAMATION PER SE OF ANNE MCQUEEN BY DEFENDANTS CAROLE BASKIN, HOWARD BASKIN, BIG CAT RESCUE CORP AND/OR BIG CAT RESCUE AND SANCTUARY

175. Defamation is generally defined as the unprivileged publication of false statements which naturally and proximately result in injury to another. Wolfson v. Kirk, 273 So. 2d 774 (Fla. 4th DCA 1973).

176. To establish a cause of action for defamation, a plaintiff must show: (1) That the defendant published a false statement about the plaintiff; (2) To a third party; and (3) That the falsity of the statement caused injury to the plaintiff. See Razner v. Wellington Regional Med. Ctr., Inc., 837 So. 2d 437 (Fla. 4th DCA 2002).

177. For the reasons and based on the grounds stated herein, Anne McQueen has been the subject of the publication of false statements by Carole Baskin, Howard Baskin, Big Cat Rescue Corp and Big Cat Rescue and Sanctuary.

178. The statements caused and are continuously causing her damages.

179. Further, these publications constitute defamation per se, as they are imputing to or upon Anne McQueen a criminal offense amounting to a felony, as well as imputing to or upon Anne McQueen conduct, characteristics or a condition incompatible with the proper exercise of her lawful business, trade, profession, or office.”

180. Defendants are accusing Ann McQueen of fraud, embezzlement, theft, murder and/or complicit with some or all of those crimes.

181. Defendants never sought criminal charges or sued Anne McQueen as a result of these claims back when they were alleged to have occurred. In fact, the allegations were all retracted and apologized about.

182. Defendants are literally publishing false statements they admitted were false on September 9, 1998.

183. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff ANNE MCQUEEN, has suffered substantial injury, damage, loss, harm, anxiety, embarrassment,

humiliation, shame, and severe emotional distress. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff has been damaged and will be damaged, in an amount subject to proof.

WHEREFORE, Plaintiff, ANNE MCQUEEN, demands judgment against Defendants Carole Baskin, Howard Baskin, Big Cat Rescue Corp as a Florida corporation and doing business as “Big Cat Rescue,” and Big Cat Rescue and Sanctuary, as a Florida corporation and doing business as “Big Cat Rescue” for compensatory damages, costs, interest as allowed by law, and for such other relief as this Court deems just and proper.

**DEFAMATION BY NEGLIGENCE OF ANNE MCQUEEN BY DEFENDANTS
CAROLE BASKIN, HOWARD BASKIN, BIG CAT RESCUE CORP AND/OR BIG
CAT RESCUE AND SANCTUARY**

184. Defamation is generally defined as the unprivileged publication of false statements which naturally and proximately result in injury to another. *Wolfson v. Kirk*, 273 So. 2d 774 (Fla. 4th DCA 1973).

185. To establish a cause of action for defamation, a plaintiff must show: (1) That the defendant published a false statement about the plaintiff; (2) To a third party; and (3) That the falsity of the statement caused injury to the plaintiff. See *Razner v. Wellington Regional Med. Ctr., Inc.*, 837 So. 2d 437 (Fla. 4th DCA 2002).

186. For the reasons and based on the grounds stated herein, Anne McQueen has been the subject of the publication of false statements by Carole Baskin, Howard Baskin, Big Cat Rescue Corp and Big Cat Rescue and Sanctuary.

187. The statements caused and are continuously causing her damages.

188. Further, these publications constitute defamation per se, as they are imputing to or upon Anne McQueen a criminal offense amounting to a felony, as well as imputing to or upon

Anne McQueen conduct, characteristics or a condition incompatible with the proper exercise of her lawful business, trade, profession, or office.”

189. Defendants are accusing Anne McQueen of fraud, embezzlement, theft, murder and/or complicit with some or all of those crimes.

190. Defendants never sought criminal charges or sued Anne McQueen as a result of these claims back when they were alleged to have occurred. In fact, the allegations were all retracted and apologized about.

191. Defendants are literally publishing false statements they admitted were false on September 9, 1998.

192. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff ANNE MCQUEEN, has suffered substantial injury, damage, loss, harm, anxiety, embarrassment, humiliation, shame, and severe emotional distress. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff has been damaged and will be damaged, in an amount subject to proof.

WHEREFORE, Plaintiff, ANNE MCQUEEN, demands judgment against Defendants Carole Baskin, Howard Baskin, Big Cat Rescue Corp as a Florida corporation and doing business as “Big Cat Rescue,” and Big Cat Rescue and Sanctuary, as a Florida corporation and doing business as “Big Cat Rescue” for compensatory damages, costs, interest as allowed by law, and for such other relief as this Court deems just and proper.

DEFAMATION BY MALICE OF ANNE MCQUEEN BY DEFENDANTS CAROLE BASKIN, HOWARD BASKIN, BIG CAT RESCUE CORP AND/OR BIG CAT RESCUE AND SANCTUARY

193. Defamation is generally defined as the unprivileged publication of false statements which naturally and proximately result in injury to another. Wolfson v. Kirk, 273 So. 2d 774 (Fla. 4th DCA 1973).

194. To establish a cause of action for defamation, a plaintiff must show: (1) That the defendant published a false statement about the plaintiff; (2) To a third party; and (3) That the falsity of the statement caused injury to the plaintiff. See *Razner v. Wellington Regional Med. Ctr., Inc.*, 837 So. 2d 437 (Fla. 4th DCA 2002).

195. For the reasons and based on the grounds stated herein, Anne McQueen has been the subject of the publication of false statements by Carole Baskin, Howard Baskin, Big Cat Rescue Corp and Big Cat Rescue and Sanctuary.

196. The statements caused and are continuously causing her damages.

197. Further, these publications constitute defamation per se, as they are imputing to or upon Anne McQueen a criminal offense amounting to a felony, as well as imputing to or upon Anne McQueen conduct, characteristics or a condition incompatible with the proper exercise of her lawful business, trade, profession, or office.”

198. Defendants are accusing Anne McQueen of fraud, embezzlement, theft, murder and/or complicit with some or all of those crimes.

199. Defendants never sought criminal charges or sued Anne McQueen as a result of these claims back when they were alleged to have occurred. In fact, the allegations were all retracted and apologized about.

200. Defendants are literally publishing false statements they admitted were false on September 9, 1998.

201. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff ANNE MCQUEEN, has suffered substantial injury, damage, loss, harm, anxiety, embarrassment, humiliation, shame, and severe emotional distress. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff has been damaged and will be damaged, in an amount subject to proof.

WHEREFORE, Plaintiff, ANNE MCQUEEN, demands judgment against Defendants Carole Baskin, Howard Baskin, Big Cat Rescue Corp as a Florida corporation and doing business as “Big Cat Rescue,” and Big Cat Rescue and Sanctuary, as a Florida corporation and doing business as “Big Cat Rescue” for compensatory damages, costs, interest as allowed by law, and for such other relief as this Court deems just and proper.

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS TO ANNE MCQUEEN BY
DEFENDANTS CAROLE BASKIN, HOWARD BASKIN, BIG CAT RESCUE CORP
AND/OR BIG CAT RESCUE AND SANCTUARY**

202. The above actions and statements were made to (1) deliberately or recklessly inflict emotional distress and mental suffering on Anne McQueen.

203. Accusing Anne McQueen of felonies, fraud, and some scheme involving the death of her longtime boss and friend constitutes outrageous conduct.

204. The above conduct caused, and causes emotional distress.

205. The distress is severe.

206. Additionally, the prior admissions, apologies and statements of some or all of the Defendants expressed an intent to use false allegations as deflection and to weaponize and delay litigation and settlement.

207. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff ANNE MCQUEEN, has suffered substantial injury, damage, loss, harm, anxiety, embarrassment, humiliation, shame, and severe emotional distress. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff has been damaged and will be damaged, in an amount subject to proof.

WHEREFORE, Plaintiff, ANNE MCQUEEN, demands judgment against Defendants Carole Baskin, Howard Baskin, Big Cat Rescue Corp as a Florida corporation and doing business as “Big Cat Rescue,” and Big Cat Rescue and Sanctuary, as a Florida corporation and doing

business as “Big Cat Rescue” for compensatory damages, costs, interest as allowed by law, and for such other relief as this Court deems just and proper.

BREACH OF CONTRACT AND FIDUCIARY DUTY BY DEFENDANT
CAROLE BASKIN TO ANNE MCQUEEN

208. In a notarized apology, on September 9, 1998, Carole Baskin said to Anne McQueen, “I, Carole Lewis, apologize to Anne McQueen for all the allegations that I have made about Anne McQueen. I never would have done so, if I had not felt that Anne McQueen was trying to take over mine and Don’s business. Upon further investigation, I have found that the allegations made were without full knowledge of the facts, which I now know are unfounded.”

209. Further, as a term to the settlement on September 9, 1998, “The parties agree to pay to Anne McQueen the sum of \$50,000.00, from the DL assets, as full and final settlement of her libel and slander claim, as well as all other claims or potential claims brought by her against the Conservatorship Estate or any party to this Agreement.”

210. As a result of the agreement, “The parties further agree not to institute any actions against one another, unless future actions by a party constitutes a breach of fiduciary duty to the other parties or as otherwise provided in this Agreement.”

211. Carole Baskin has breached, and is breaching the agreement. Additionally, she has breached and is breaching fiduciary duties owed to Anne McQueen.

212. As a result of the breaches, Anne McQueen has been and continues to sustain injury and damages.

213. As a direct and proximate result of the aforementioned acts by Defendants, Plaintiff ANNE MCQUEEN, has suffered substantial injury, damage, loss, harm, anxiety, embarrassment, humiliation, shame, and severe emotional distress. As a direct and proximate result of the

aforementioned acts by Defendants, Plaintiff has been damaged and will be damaged, in an amount subject to proof.

WHEREFORE, Plaintiff, ANNE MCQUEEN, demands judgment against Defendants Carole Baskin for attorney's fees and costs, compensatory damages, costs, interest as allowed by law, and for such other relief as this Court deems just and proper.

A JURY TRIAL IS REQUESTED ON ALL CLAIMS OF ANNE MCQUEEN.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed via electronic portal to the Clerk of Hillsborough county and a true and correct copy was sent via electronic delivery to David Rothburn, Eric Husby and David Caldevilla and Susan Bradshaw, via U.S. Mail at 4702 Cooper Road, Plant City, FL 33565 on this **22nd** day of September, 2020.

PHILLIPS & HUNT

/s/ John M. Phillips

John M. Phillips, B.C.S.

Florida Bar No.: 0477575

212 N. Laura Street

Jacksonville, FL 32202

(904) 444-4444

(904) 508-0683 Facsimile

Attorney for Plaintiffs

jmp@floridajustice.com

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
FAMILY LAW DIVISION

Case No. 97-7370

Petitioner,

48.

CAROLE A LEWIS

Divisions:

Respondent.

**PETITION FOR INJUNCTION FOR PROTECTION
AGAINST DOMESTIC VIOLENCE**

Before me, the undersigned authority, appeared the Petitioner, who has been sworn and says that the following statements are true:

- (b) An immediate and present danger of domestic violence exists and irreparable harm and injury will probably occur in the form of violence to Petitioner or Person lawfully with Petitioner unless this injunction is issued without notice.

(b) Petitioner resides at:

No. _____ Street _____ Apt. No. _____
City _____ State _____ Zip Code _____

Physical Description of Petitioner: Sex M Race W DOB [REDACTED] Age [REDACTED]

*Petitioner may furnish address to the Court in a separate confidential filing if, for safety reasons, the Petitioner requires the location of the current residence to be confidential.

(c) Respondent resides at:

Name [REDACTED] Street [REDACTED] Apt. No. [REDACTED]
 City [REDACTED] State [REDACTED] Zip Code [REDACTED]

Physical Description of Respondent: Sex F Race N DOB [REDACTED] Age: [REDACTED]

Height 5/10 Weight 165 Hair Color BLOND Eye Color BROWN

Aliases: X Scars, Tattoos: X

EXHIBIT

"A"

97-7370

(d) Respondent's Place of Employment: HOME

Address: [REDACTED] [REDACTED] [REDACTED]
No. Street
[REDACTED] [REDACTED] [REDACTED]
City State Zip Code

Check (✓) the best location for the Sheriff's office to find the Respondent and serve a copy of the Injunction: (✓) Residence; Employment; () County Jail;

Other Residence (List Address): _____

What is the best time for the Sheriff to find them at this location?: 6 AM 10 PM

Respondent's Vehicle Description and License Tag No. ?

(e) To the best of my knowledge, the Respondent has, in the past: (Check (✓) Yes or No)

1. Sought professional treatment for Alcohol or Drug Abuse? () Yes (✓) No
2. Been involuntarily held for evaluation under the Baker Act? () Yes (✓) No
3. Obtained or attempted to obtain an Injunction for Protection Against Domestic Violence against you? Yes (✓) No

(f) The Petitioner has, in the past:

1. Sought professional treatment for Alcohol or Drug Abuse? () Yes (✓) No
2. Been involuntarily held for evaluation under the Baker Act? () Yes (✓) No
3. Obtained or attempted to obtain an Injunction for Protection against the Respondent? () Yes (✓) No

(g) Relationship of Respondent to Petitioner (Check (✓) only one item below):

(✓) Respondent is the spouse of the Petitioner.

() Respondent is the former spouse of the Petitioner.

() Related by blood or marriage to the Petitioner -- Relationship: _____

Respondent is or was residing within a single dwelling unit with Petitioner, as a family.

Respondent is a person with whom the Petitioner has a child in common, regardless of whether the Petitioner and Respondent are or were married or residing as if a family.

Q7-7370

(h) Please answer the following questions about any pending court cases between the Petitioner and the Respondent: (Check ☒ Yes or No)

(1) Is there a pending dissolution of marriage, custody, support or other civil action filed? ☐ Yes ☒ No

If yes, please provide a brief description and case number: _____

(2) Are there any pending Criminal charges? ☐ Yes ☒ No

If yes, please provide the case number and brief description of the charges: _____

(3) Have there been any previous attempts by either the Petitioner or the Respondent to obtain an Injunction for Protection? ☐ Yes ☒ No

If yes, please provide the case numbers and the results of that attempt: _____

(i) Indicate behaviors and situations you experienced (Check ☒ all that apply):

☐ Intentional touching, hitting, slapping, pushing and/or shoving.

☐ Intentional physical harm by use of a weapon, or intentional touching, hitting, slapping, pushing, and/or shoving while known to be pregnant.

☐ Physical abuse of a sexual nature.

☐ Medical attention required and sought.

☐ Minor children witnessed the violence.

☐ Arrest of the Respondent for the violence

☒ Verbal, face-to-face threats to do immediate bodily harm or injury, together with an apparent ability to do so.

☒ Respondent has ready access to a firearm.

☒ Respondent has caused you a considerable amount of emotional distress by repeatedly harassing you or by following you.

☐ Property Damage in connection with the violence to you.

97-7370

- (1) Use your responses to the behaviors and situations you experienced and briefly state how you are a victim of Domestic Violence. Briefly describe the most recent incident of violence or threats of violence. Be precise and include specific incidents and dates. The Court may not consider your petition if these are not included. PLEASE PRINT:

THIS IS THE SECOND TIME CAROLE
HAS GOT ANGRY ENOUGH TO THREATEN
TO KILL ME.

I WAS AWAY FROM OUR HOUSE HOACRE
SHE GAVE 2 JUNK MEN PERMISSION TO
COME ON PROPERTY AND REMOVE TRUCKS
& EQUIPMENT THAT I HAD STORED
THERE THAT A MAN OWED ME \$17,000
ON - WHEN I FOUND OUT THE MAN
THAT OWNED THE EQUIPMENT
HAD TO CALL SHERIFF TO MAKE THEM
STOP WHEN I GOT BACK ME AND
CAROLE GOT IN A BIG FUSS SHE
ORDERED ME OUT OF THE HOUSE
OR SHE WOULD KILL ME & IF I CAME
BACK SHE WOULD KILL ME (SHE HAS
A .45 REVOLVER & SHE TOOK MY 357
& HID IT

I HAVE OWNED THE HOME & LAND 17 YEARS
WE HAVE ONLY LIVED THERE 3 YEARS
I HAVE A LOT OF EQUIPMENT + ANIMALS THERE
& CATS STOP!!!

(DO NOT WRITE ON THE BACK)

6-12-97

MOST VIOLENT

PAGE 4 OF 6

I HAVE 132 EXOTIC
CATS I TAKE CARE

977370

(k) Petitioner alleges the following additional specific facts:
(Please answer the following questions and provide the necessary information.)

1) Are you the custodian of a minor child or children? Yes ☐ No ☒

If yes, please provide the name(s) and date(s) of birth: _____

2) Is the Respondent the parent of the minor child(ren)? ☒ Yes ☐ No

3) Do you fear that the Respondent will abuse, remove, or hide the minor child or children? ☐ Yes ☒ No
DAS NOT LIVE WITH US

If yes, please provide a brief description why: _____

4) Are you able to obtain safe alternative housing? ☐ Yes ☒ No

If no, please provide a brief description why: I WORK AT MY HOUSE
+ I HAVE 132 EXOTIC CATS TO FEED
+ CARE FOR

(l) Are the Petitioner and Respondent living in the same dwelling? ☒ Yes ☐ No

If No, please continue on to the next page.

If Yes, please mark the selection below that best describes the ownership or lease of that dwelling:

☐ The shared dwelling is jointly owned or jointly leased (rented) by both parties.

☐ The shared dwelling is owned or leased solely by the Petitioner.

☐ The shared dwelling is owned or leased solely by the Respondent.

☐ The shared dwelling is not owned by the Petitioner or Respondent, but is owned by:

Name of Owner: _____

Relationship of Owner to Petitioner: _____

Relationship of Owner to Respondent: _____

97-1370

(X) Removing the Respondent from my residence which we presently share as our primary residence, and thereafter giving me the temporary exclusive use and possession of that dwelling and further restraining the Respondent from returning to my residence located at: [REDACTED]

immediately restraining the Respondent from coming to my residence or upon the property of my residence located at: _____

immediately restraining the Respondent from entering upon the property of my place of employment, and from the immediate vicinity of any educational classes that I may attend or from other places I regularly visit.

- Granting to me the temporary care and custody of my minor child(ren), reserving the issue of visitation by the Respondent for the hearing to be scheduled at a later date. (A Uniform Child Custody Jurisdiction Act (UCCJA) Affidavit must be provided to the court for consideration of child custody and visitation.)

Establishing temporary support payments for the minor child(ren) of the parties and in my care and custody at the time of the hearing. (A Financial Affidavit must be completed and provided to the court for consideration of temporary support.)

Directing the Respondent to participate in a program designed and designated to provide treatment for whatever behaviors which may have contributed to the acts of violence upon me.

R. Von Lewin
Deponent's Signature

Editorial Phone Number

Sworn to and subscribed on this 12 day of June, 1997

DEPUTY CLERK

***COPIES TO:** "Hillsborough County Sheriff's Office, Central Booking, Civil Pro
Respondent
Victim Assistance

☒ Yes ☐ No
☒ Yes ☐ No
☒ Yes ☐ No
☒ Yes ☐ No

LEADERSHIP

Page 15 of 18

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILSBOROUGH COUNTY

JACK D. LEWIS

Petitioner,

Case No.: 97-7370

RICHARD AKE
CLERK OF CIRCUIT COURT
HILSBOROUGH COUNTY

vs.

CAROLE R. LEWIS

Respondent.

Initiation

V

FOR RECORDING INFORMATION ONLY

ORDER DENYING TEMPORARY INJUNCTION

THIS CAUSE being before the Court for the Court's consideration on the sworn Petition of the hereinabove named Petitioner, and the Court having considered the verified pleading or affidavit for an order to restrain the respondent as an abusive person, and the Court being otherwise advised in the premises that the Petition or affidavit offered by the Petitioner does not warrant the issuance of a Temporary Injunction by the Court.

REASON: no immediate threat to his welfare

It is therefore,

ORDERED AND ADJUDGED that the Petition for a Temporary Injunction against the Respondent, hereinabove named, be, and the same hereby, DENIED.

DONE AND ORDERED in Chambers at Tampa, Hillsborough County, Florida, this

12 day of June, 1997

[Signature]
CIRCUIT COURT JUDGE

Copies to:

Petitioner
Court File

JUN 16 PM 1:18

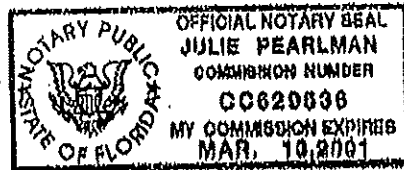
0097153253

ANNE McQUEEN

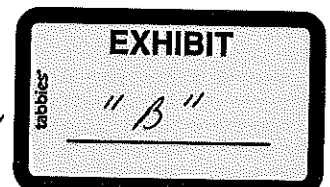
I, Carole Lewis, apologize to Anne McQueen for all the allegations that I have made about Anne McQueen. I never would have done so, if I had not felt that Anne McQueen was trying to take over mine and Don's business. Upon further investigation, I have found that the allegations made were without full knowledge of the facts, which I now know are unfounded.

Carole Lewis, dated 9/9/98

CAROLE LEWIS



*Julie Pearlman
Notary Public*



IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GUARDIANSHIP DIVISION

IN RE: CONSERVATORSHIP OF

File Number: 97-2001

JACK DONALD LEWIS,
a/k/a J.D. LEWIS, a/k/a
DONALD LEWIS

Division: "A"

STIPULATION

THIS STIPULATION is entered by and among Carole Lewis, Individually and as Co-Conservator, Doug Stalley, as Co-Conservator, Gale Rathbone, Lynda Sanchez, Donna Pettis, and Anne McQueen, a/k/a Elizabeth Anne McQueen, a/k/a E.A. Riggs ("Anne McQueen").

Definitions

"DL" shall refer to Jack Donald Lewis a/k/a Donald Lewis.

"Conservatorship Estate" shall refer to the above styled conservatorship.

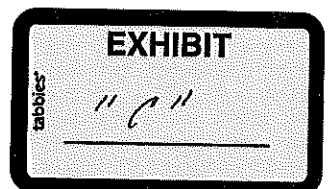
"GALTA" shall refer to the Guardian Angel Land Trust Agreement dated June 12, 1992, and revised August 14, 1995.

"PSRL" shall refer to the PSRL Land Trust Agreement dated April 30, 1992, and revised August 14, 1995.

WHEREAS, the parties hereto desire to fulfill the wishes and directions of Donald Lewis as if he were still here; and

WHEREAS, the parties believe that it would be in the best interest of the Conservatorship Estate for an amicable resolution of various matters that remain between them; it is thereupon stipulated and agreed as follows:

1. With respect to that certain life insurance Policy No. 62702361, with Prudential Insurance Company of America, the parties agree that said policy has no paid up cash value and that said policy should not be an asset of the Conservatorship Estate. The parties agree that said policy shall be removed



from the Conservatorship and that the beneficiaries of said policy shall be as set forth in the latest beneficiary provision, to-wit: \$200,000.00 to Anne McQueen, per stirpes; \$133,333.33 to be paid to each Gale Rathbone, Lynda Sanchez and Donna Pettis, per stirpes; \$250,000.00 to Carole A. Lewis, or her successors or assigns; with the remainder being used to pay off potential claimants of the Estate of Donald Lewis, to-wit: Gladys Cross, Roy Dawson and Tommy Baker. From the funds remaining after payment of the above, \$25,000.00 will be paid to Tiffany Lewis and the balance shall be contributed to Wildlife on Easy Street.

2. Anne McQueen, Gale Rathbone, Lynda Sanchez, Donna Pettis, and Carole Lewis shall be the owners of the policy and shall pay their pro rata share of the premium, as it is due from time to time. If any owner fails to pay their pro rata share of the premium, then said party shall forfeit Five (5%) percent of the principal amount that party is to receive from the insurance policy. The Five (5%) percent forfeiture will be assessed each year that any party fails to pay their portion of the premium and is intended to be cumulative. The balance of premiums, including shortfalls, shall be paid from the DL assets and forfeitures shall be paid as set forth in this Agreement. Douglas B. Stalley is designated recipient for the life insurance premium notices. On or before March 19, 1999 and every year thereafter, the parties shall pay and deliver to Douglas B. Stalley, their pro rata share of the premium. Douglas B. Stalley shall collect the premiums and timely make the premium payments.

3. The DL account shall include all current DL assets, the McQueen assets and UTTS assets, which shall be managed by Carole Lewis, who will make investment and sales decisions and who shall be made the sole signer on the bank accounts with the provision that she provide detailed accountings of her actions as required by the court, to Douglas B. Stalley, and all interested parties in the Conservatorship Estate, to ensure against unauthorized conveyances for the personal benefit of Carole Lewis, or any other third party.

4. Anne McQueen shall quit claim her right, title and interest to all property held by her or her

attorneys as trustee or beneficiary and execute such satisfactions or assignments of mortgage as may be necessary to transfer any interest she may have, except for those certain three (3) properties described in this Agreement, to the Conservatorship Estate, which properties shall become a part of the DL assets as described in this Agreement.

5. Anne McQueen agrees to cooperate with the Co-Conservators with respect to the administration of the assets in the Conservatorship Estate. The parties further agree not to institute any actions against one another, unless future actions by a party constitutes a breach of fiduciary duty to the other parties or as otherwise provided in this Agreement.

6. The parties hereto agree to support one another with respect to all actions which may be instituted against the Conservatorship by any third party and agree to cooperate fully in the protection of the assets belonging to the Conservatorship Estate.

7. The parties agree to pay to Anne McQueen the sum of \$50,000.00, from the DL assets, as full and final settlement of her libel and slander claim, as well as all other claims or potential claims brought by her against the Conservatorship Estate or any party to this Agreement. This paragraph shall not be deemed an admission of liability by any party to this Agreement and is in settlement of a disputed claim.

8. The parties agree to pay to Leroy H. Merkle, Jr., the total sum of \$15,000.00 in attorneys fees, which sum shall include the amount previously awarded by the Court in its Order dated August 20, 1998. One-half of the attorney's fees shall be payable from the PSRL assets and one-half of the attorneys fees shall be payable from the GALTA assets of the Conservatorship Estate.

9. The balance of the sum held in Leroy H. Merkle's trust account in connection with the Conservatorship Estate, of approximately \$86,381.43, shall be paid to the Conservatorship Estate without interest or penalty and become a part of the DL assets after deduction is made in the amount of \$65,000.00, representing the settlement payment and attorneys fees as provided in this Agreement.

10. The parties agree the following property should be distributed to the Anne McQueen as the

Conservatorship Estate has no interest in those assets, to-wit: 6808 Thomas Circle, Tampa, Florida 33619; 6504 and 6506 East 25th Avenue, Tampa, Florida 33619; and the Bertha Gashler Mortgage held on 702 N. Woodrow Wilson, Plant City, Florida 33566. All receipts, interest, and disbursements are to be accounted for with respect to properties described in this paragraph and any proceeds shall be returned to Anne McQueen after deductions are made for expenses incurred by the Conservatorship Estate, subject to the review and approval by Anne McQueen.

11. The parties agree to the removal of the properties contained in Count I of the Petition for Removal of Assets filed by Carole Lewis, and consent to the entry of an Order on the same.

12. The parties shall execute all documents necessary to complete this Agreement.

13. To the extent that the stipulation dated August 28, 1998 by and between Carole Lewis, Gladys Cross, Gale Rathbone, Lynda Sanchez and Donna Pettis does not conflict with the provisions herein, it is incorporated herein. To the extent that the stipulations are inconsistent the provisions of this stipulation shall control.

14. After approval of stipulation by the Court the parties shall execute general releases of each other and the Conservatorship Estate from all liability, except as provided in this Agreement. That upon the entry of the Court order approving this stipulation all claims or potential claims for or against Anne McQueen shall be deemed dismissed with prejudice.

15. That this Agreement is subject to Court approval.

16. The parties acknowledge that they have read and understand the terms of this Stipulation and had the opportunity to consult with their attorney before executing this Stipulation.

17. It would be consistent with law and in the best interest of all parties concerned for these matters to be resolved by agreement.

18. The parties request for this Court to enter an Order incorporating the Agreement hereinabove.

19. The Court shall retain jurisdiction to enforce this Stipulation agreement and the prevailing

party shall be entitled to recover attorney's fees and cost.

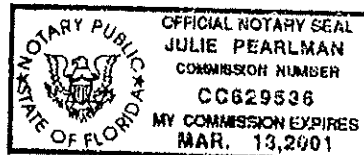
IN WITNESS WHEREOF the parties have set their hands and seal on this 9th day of September, 1998.

Witness

Witness

Carole A. Lewis
Carole A. Lewis, Individually and
as Co-Conservator

The foregoing instrument was acknowledged before me this 9th day of September, 1998, by Carole A. Lewis Individually and as Co-Conservator, who is personally known to me or has produced a driver's license, as identification.



Julie Pearlman
NOTARY PUBLIC

Julie Pearlman
Print
State of Florida at Large (Seal)
My Commission Expires:

Witness

Witness

Anne McQueen
Anne McQueen, a/k/a
Elizabeth Anne McQueen, a/k/a
E.A. Riggs

The foregoing instrument was acknowledged before me this 9th day of September, 1998, by Anne McQueen, a/k/a Elizabeth Anne McQueen, a/k/a E.A. Riggs, who is personally known to me or has produced a driver's license, as identification.



Julie Pearlman
NOTARY PUBLIC

Julie Pearlman
Print
State of Florida at Large (Seal)
My Commission Expires:

Madelyn Cross
Witness

Gale Rathbone
Gale Rathbone

Lynda Sanchez
Witness

The foregoing instrument was acknowledged before me this 11th day of September, 1998, by
Gale Rathbone, who is personally known to me or has produced a _____,
as identification.



Clifford Ray Opp Jr.
NOTARY PUBLIC

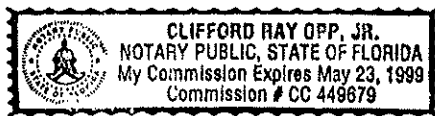
Clifford Ray Opp Jr.
Print
State of Florida at Large (Seal)
My Commission Expires:

Madelyn Cross
Witness

Lynda Sanchez
Lynda Sanchez

Gale Rathbone
Witness

The foregoing instrument was acknowledged before me this 11th day of September, 1998, by
Lynda Sanchez, who is personally known to me or has produced a _____,
as identification.



Clifford Ray Opp Jr.
NOTARY PUBLIC

Clifford Ray Opp Jr.
Print
State of Florida at Large (Seal)
My Commission Expires:

Lynda Sanchez
Witness

Donna Pettis
Donna Pettis

Mali L. Rabbone
Witness

The foregoing instrument was acknowledged before me this 11th day of September, 1998, by
Donna Pettis, who is personally known to me or has produced a _____, as
identification.



Clifford Ray Opp Jr.
NOTARY PUBLIC

Clifford Ray Opp Jr.
Print
State of Florida at Large (Seal)
My Commission Expires:

[Signature]
Witness

Douglas B. Stalley
Douglas B. Stalley, as Co-Conservator

[Signature]
Witness

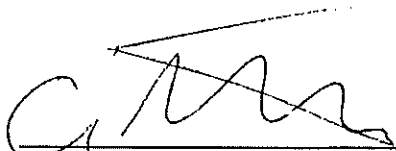
The foregoing instrument was acknowledged before me this 15th day of September, 1998, by
Douglas B. Stalley, as Co-Conservator, who is personally known to me ~~or has produced a~~
_____, as identification.

[Signature]
NOTARY PUBLIC

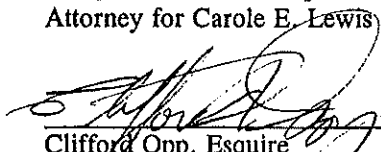
Print
State of Florida at Large (Seal)
My Commission Expires:




BENJAMIN G. MORRIS
COMMISSION # CC 481412
EXPIRES AUGUST 30, 1999
BONDED THRU
ATLANTIC MARINE CO., INC.


Craig E. Rothburd, Esquire
Attorney for Carole E. Lewis

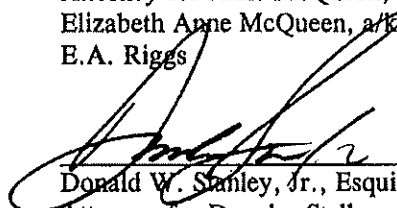
Dated this 9th day of September, 1998


Clifford Opp, Esquire
Attorney for Gale Rathbone,
Lynda Sanchez and Donna Pettis

Dated this 11th day of September, 1998


LeRoy H. Merkle, Jr., Esquire
Attorney for Anne McQueen, a/k/a
Elizabeth Anne McQueen, a/k/a
E.A. Riggs

Dated this 9th day of September, 1998


Donald W. Stanley, Jr., Esquire
Attorney for Douglas Stalley,
Co-Conservator

Dated this 24th day of September, 1998

THIS IS NOT A
CERTIFIED COPY

OFF REC 8695 P 0504

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

DURABLE FAMILY POWER OF ATTORNEY

BY THIS DURABLE FAMILY POWER OF ATTORNEY, I, JACK DONALD LEWIS, of 12802 Easy Street Tampa, Hillsborough County, Florida, (herein after referred to as "Donor"), appoint as my attorney in fact to manage my affairs, Carole Lewis, my wife.

This durable family power of attorney shall not be affected by any disability or disappearance of the principal except as provided by statute, and shall be exercisable from this date. All acts done by my attorney pursuant to this power shall bind me, my heirs, devisees and personal representatives. This durable power of attorney can not be delegated and is valid until such time as the donor may die, or revoke the power of attorney in writing. This durable family power of attorney over rides, replaces and revokes any and all prior powers of attorney that I have executed to this or any other individual.

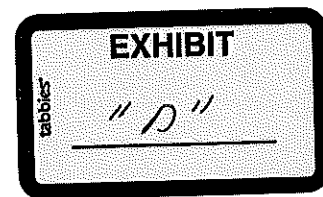
All property and interests in property, both real and personal, are subject to this durable family power of attorney. The purpose of this durable family power of attorney is to allow my attorney to carry out the disposition of the properties which are in trusts and to manage and dispose of those properties which may be held in my name, or Corporate names, or my rights to any properties in or outside the trusts, and to manage all of my estate that consists of personal property.

Without limiting the broad powers conferred by the preceding provisions, I authorize my attorney in fact to:

1. Do anything regarding my estate, property and affairs that I could do myself.
2. Collect all sums of money and other property that may be payable or belonging to me, and to execute receipts, releases, cancellations or discharges.
3. Settle any account in which I have any interest and to pay or receive the balance of that account as the case may require.
4. Enter any safe deposit box or other place of safe-keeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.
5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or building and loan deposits.
6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit, stocks, or other similar assets belonging to me.

1997 SEP -2 AM 9:50

0097226004



THIS IS NOT A CERTIFIED COPY

OFF
REC 8695

86950505

7. Purchase bonds issued by the United States that can be applied at face or maturity value on account of estate tax liabilities, commonly known as "flower bonds".
8. Sell, rent, lease for any term, or exchange any real estate or interest in it for such consideration and upon such terms and conditions as my attorney may deem fit, and execute, acknowledge and deliver all instruments conveying or encumbering title to property owned by me alone as well as any owned by me and my spouse, or by me and another person, or to which I have any beneficial interest or responsibility as Trustee.
9. Borrow money on such terms and with such security as my attorney may think fit and to execute all notes, mortgages and other instruments that my attorney finds necessary or desirable.
10. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give good receipts and discharges for all money payable in respect to them.
11. Invest the proceeds of any redemption or sales and any other of my money, in bonds, shares of stocks, and other securities as my attorney shall deem fit.
12. Vote at all meetings of stockholders of any company and otherwise act as my attorney or proxy in respect to my shares of stock or other securities investments that now or hereafter belong to me, and appoint substitutes or proxies with respect to any of those shares of stock.
13. Execute in my behalf any tax return and act for me in any examination, audit, hearing, conference or litigation relating to taxes, including authority to file and prosecute refund claims, and enter into settlements.
14. Prosecute, defend and settle all actions or other legal proceeding touching my estate or any part of it or relating to any matter in which I may be concerned in any way.
15. Authorize the discontinuance of any heroic or unusual measures for the unnatural or undue prolongation of my life and to authorize and consent to any X-Ray examination, anesthetic, medical or surgical diagnoses or treatment, and hospital care to be rendered to me under the general or specific supervision, and on the advice of, a licensed physician, surgeon, anesthesiologist, dentist, or otherwise qualified medical personnel acting under their supervision. It is my express wish that I not be kept alive artificially and further, that upon my death all usable organs shall be donated to those in need first and then to science.

The powers conferred upon my attorney in fact extend to all of my right, title and interest in property in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenancy or tenancy in common.

THIS IS NOT A CERTIFIED COPY

DEF 86-95 P 0506
REC

This instrument is executed by me in the state of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction, or Country where I may be, or have any property or interest in property, whether it be real or personal.

I hereby confirm all acts of my attorney in fact pursuant to his/her power.

Any act that is done under this power between the revocation of this instrument and notice of that revocation to my attorney shall be valid unless the person claiming the benefit of the act had notice of the written revocation.

IN WITNESS WHEREOF, I have set my hand and seal on this 21st day of November 1996 at Tampa, Florida.

Signed, sealed and delivered
In the presence of:

Doug E. Edwards Jack Donald Lewis
Witness Doug E. Edwards Jack Donald Lewis

Susan E. Aronoff
Witness Susan E. Aronoff

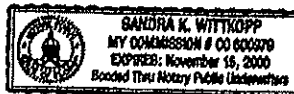
BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared Jack Donald Lewis, personally known to me and who produced a valid Florida driver's license, who, after being duly sworn, says that he/she is the Donor herein and has read the foregoing, and it's statements and contents are true.

SWORN TO before me this 21st day November 1996.

This instrument prepared by:
Mrs. Jack Donald Lewis
12002 Easy St. Tampa, FL 33635
813/988-1234

Sandra K. Wittkopp
Notary at Large
Sandra K. Wittkopp

Return to:
Cordelia Lewis
P.O. Box 25192
Tampa, FL 33623-2192



IN THE CIRCUIT COURT, TWENTY-
NINTH JUDICIAL CIRCUIT, IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA

CASE NUMBER: 20-CA-006289

DONNA L. PETTIS, an individual
LYNDA L. SANCHEZ, an individual
GALE L. RATHBONE, an individual
ANNE MCQUEEN, an individual

Plaintiffs,

v.

CAROLE BASKIN, an individual
SUSAN BRADSHAW, an individual
KENNETH WAYNE FARR, an individual

Defendants.

ANSWER

I admit to 8 and 21, and am without knowledge to all else. As it pertains to me, I have none of the items in paragraph 49 or 50.

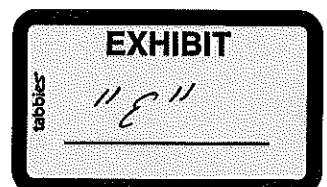
In relation to the will and power of attorney of Jack Donald Lewis, someone placed my name as witness on those documents, and in doing so, made me as much a victim as any of the plaintiffs. I have been harassed for decades by people who wrongly believe I have some great secret or knowledge relating to the disappearance of Jack Donald Lewis. I DO NOT.

Furthermore, case number 97-CP-002001 seems to have been a highly contested and litigated case where discovery either was or could have/should have been performed during the decade that this case spanned.

Therefore, I respectfully request that the judge remove me from this action.

Susan Bradshaw

I was instructed on the summons to send a copy of my response to "the Clerk of this court," with no other address or information provided. However, I could not find any twenty ninth judicial circuit in Hillsborough County. I am concluding that this was an error on someone's part and therefore forwarding this to the Clerk of the Thirteenth Judicial Circuit as that is the only one I could find (per Google). I hope this is correct so I meet my burden of deadline.



BIG CAT RESCUE'S

BIG CAT TIMES

SUMMER 2020



PURRFECTION - OCELOT



A MESSAGE FROM BCR PRESIDENT & EDITOR

Jamie Veronica

2020, go home, your drunk...

Who would have thought so much could change so fast. These last few months have been trying to say the least.

We closed our doors to the public due to the risks associated with the Covid-19 pandemic. The decision did not come lightly and was followed by even more upset. In order to be financially responsible for our commitment to the animals and not knowing how the ramifications of nationwide shutdown would affect donations we were left with no choice but to let half of our staff go.

Adding insult to injury everyone in the country was on lockdown when the inflammatory and salacious docu-garbage that is Tiger King was released. A clear win for the big cats was intentionally missed to feed the greed of the creators who we feel are no better than the cub breeders and dealers, profiting off the innocent. In the weeks following the show we were inundated with hateful people threatening us day and

night, gathering at our front gates to take selfies, deface our property, and harass our staff and volunteers.

Meanwhile we still have cats to take care of and orphaned and injured native bobcats to rescue. Despite so much to deal with we have risen above the uncertainty and hate. Our volunteer and intern force is strong and our small but mighty family of staff members have faced each new challenge with bravery and positivity. I could not be more proud.

So what does the future hold for Big Cat Rescue? We are committed to caring for the cats residing at the sanctuary for the remainder of their lives. We continue to rescue, rehabilitate and release wild Florida bobcats.

It is uncertain when we will be opening back up for tours. Because of this loss of tour revenue we had to trim expenses.

THIS COULD BE YOUR LAST ISSUE OF THE BIG CAT TIMES

We are sending this print issue of the Big Cat Times to our full mailing list because we did not want it simply not to appear to people who enjoy receiving it in the mail. In order to offset the cost, going forward we will only be able to send the print issue to those who have donated \$25 or more in the prior 12 months.

The digital version will be sent to everyone else for whom we have an email address. Thanks very much for your support and your understanding during this difficult financial time.



Big Cat Rescue, one of the world's most effective accredited sanctuaries for exotic cats, is a leading advocate in ending the abuse of captive big cats and saving wild cats from extinction. We are home to over 50 lions, tigers, bobcats, cougar, servals and other species of exotic cats, most of whom have been abandoned, abused, orphaned, saved from the fur trade, or retired from performing acts.

The sanctuary, located on 100 acres in the Citrus Park area north Tampa, was founded in 1992 and is a 501(c)(3) charity.

Big Cat Rescue is accredited by the Global Federation of Sanctuaries, certified Independent Charities of America as a "Best in America Charity," rated 4 Stars Charity Navigator, and part of a global coalition including HSUS, AWI, IFAW, WWF, GFAS, Born Free UK and other animal protection groups working together to end big cat abuse.

Read more about Big Cat Rescue and the cats who call home at BigCatRescue.org

Donation Info:
BigCatRescue.org/Donate

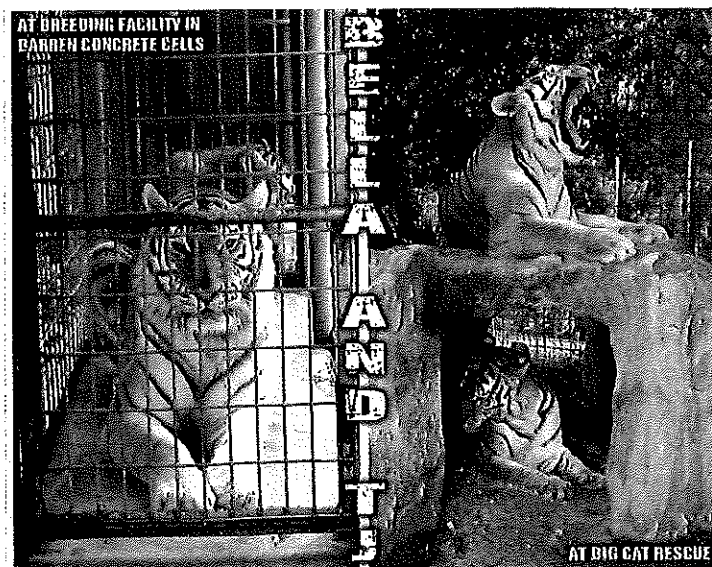
YOUR SUPPORT DURING COVID-19 AND TIGER KING THE "PERFECT STORM"

BY HOWARD BASKIN BCR TREASURER

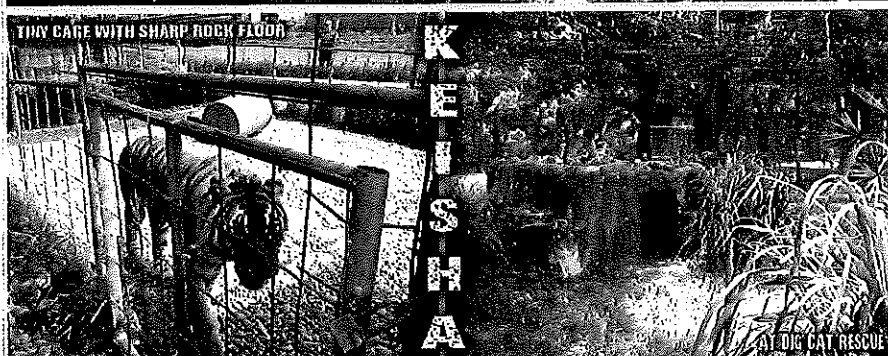
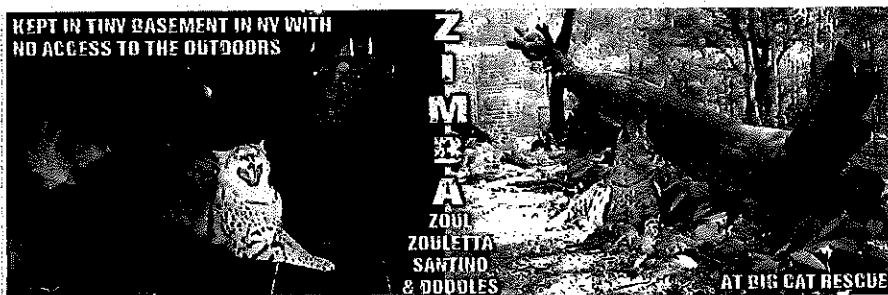
Before launching into the details of the very difficult last few months I want to try to express to you the gratitude Carole and I feel for the many, many expressions of support, both emotional and financial, that we have received during the few months leading up to this writing in early June. There truly are no words to convey how much this has meant to us, how many times it literally brought tears of gratitude to our eyes, and the degree to which it reduced the stress and helped us weather the most difficult time for the sanctuary since 9-11. God bless you all!

COVID-19

Our COVID-19 story starts when I met Carole in late 2002, which sounds strange, but I will explain. After



a few dates Carole brought me out to the sanctuary. I had spent the prior decade working with small growing companies. I was a co-founder of one. In the other cases I went into a company that was up and running but needed help. I would spend typically a year or two working there full time helping the entrepreneurial founders clean up the operational and financial issues and position the company to grow.



These images show an example of the terrible conditions many of our cats were rescued from. Responsible financial planning was critical to ensuring the cats are cared for the rest of their lives.

After I reviewed the very weak financial position the sanctuary was in then, Carole and I sat down to do what I call "kitchen table strategic planning" where Carole laid out what the goals were and the hurdles to achieving them. She described the thousands of cats living in horrible conditions and her determination to end the mistreatment. She also described what she experienced in the aftermath of 9-11, when donations and visitors dropped precipitously and she was literally selling her household goods and other personal belongings to raise money to feed the cats.

For me there were two main takeaways from this. First, the commitment we make when we take in a cat is identical to the old "defined benefit" pension plans that used to be common in large corporations like GM. Those were a commitment to pay a stated amount for the life of the retiree. Our commitment when we take in a cat and commit to care for it to the end of its life is just like that. The only difference is that here the retirees are big cats.

When we take in a ten year old tiger that is

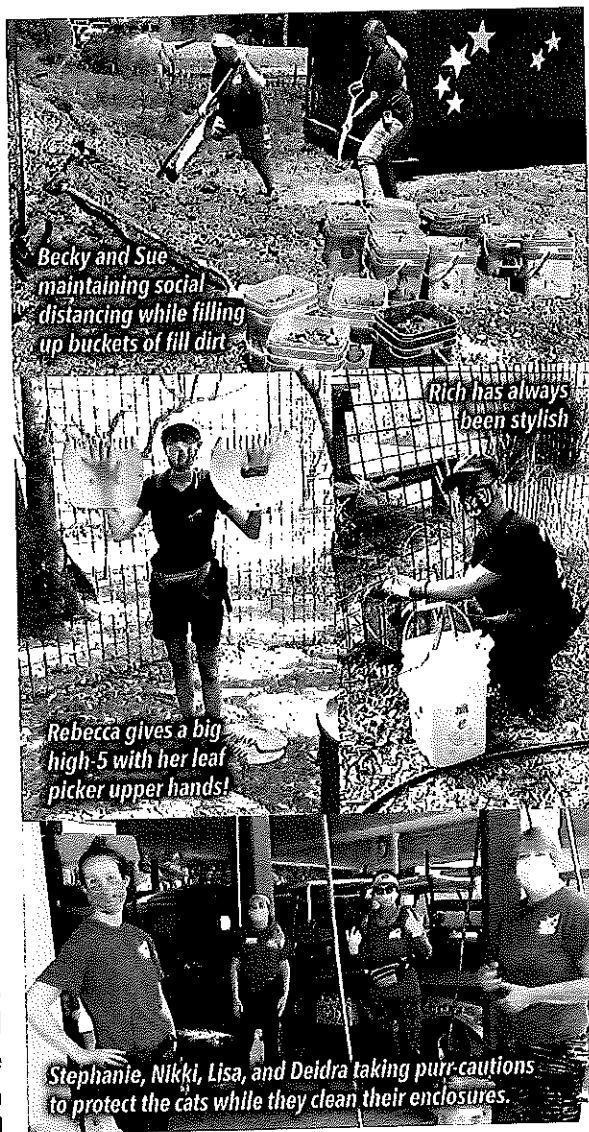
likely to live to 20, and it costs us roughly \$10,000/year on average for food and medical care, we just made a future commitment of \$100,000 – i.e. a pension liability. Companies who had those defined benefit pension plans were required to set aside money to at least partially “fund” those plans to insure they could meet the obligation.

We made a decision that if we could turn the sanctuary's finances around to have a positive bottom line, we would diligently set aside reserves to fund that pension liability. The way we thought about it then was that we needed to be in a position to survive “another 9-11,” i.e. to ensure that we could meet our commitment to the cats if a tragedy like that happened again. We followed that plan and have built significant reserves. But, we need to be careful about making them last long enough. No one knows how long COVID-19 will affect us or how bad things are going to get.

During January and February, like everyone else, we watched to see what was going to happen with the virus. By early March the picture became clearer. For the safety of our visitors, our staff, and as we later learned for the cats (as tigers elsewhere were reported to have contracted the virus), we closed down our guided tours in mid March, during what would normally be our peak season due to spring break. Because we did not know when we could reopen, we refunded the tour fees to all of the people who had paid for future tours. We just felt it was the right thing to do. We also realized that while we always had thought of it as surviving another 9-11, COVID-19 had the potential of being 9-11 on steroids when it comes to the financial impact. We had to plan for the worst.

Let me pause here and note that we are going to be very conservative about resuming having tours until we are sure it is safe for both people and the cats. In contrast, roadside zoos like GW (Joe Exotic's former zoo now run by Jeff Lowe) and “Doc” Antle's Myrtle

Beach Safari have reopened to the public despite the risks. The adult tigers who contracted COVID survived. Tiny cubs ripped from their mothers at birth have deficient immune systems because they are deprived of the mother's colostrum that provides disease fighting antibodies. If they contract the disease, their chances are far, far worse.



Becky and Sue maintaining social distancing while filling up buckets of fill dirt

Rich has always been stylish

Rebecca gives a big high-5 with her leaf picker upper hands!

Stephanie, Nikki, Lisa, and Deidra taking purr-cautions to protect the cats while they clean their enclosures.

For some sanctuaries the mission is more limited than ours. I is focused almost totally on rescuing and caring for cats. is absolutely their right to make that decision. But from the kitchen table conversation in 2003 to today, our mission has been broader. We have devoted enormous resources to solving the problem, i.e. ending having big cats suffering in captivity. Those activities include going after the bad actors like Joe Exotic, convincing venues not to allow abusive exhibits on the grounds, impressing upon major national companies not to use big cats in their advertising, and supporting changes in state and federal regulations and laws. In addition, in recent years we have run very effective but expensive digital campaigns to educate people not to engage in cat petting and we have dived head first into augmented and virtual reality to be a leader in showing that these kinds of experiences can be much richer, much more educational, and much more entertaining than gawking at

big cat in a cage. Virtual reality is the future we envision – a future where people actually do learn about animal and conservation, but without big cats inappropriately confined to cages.

The revenue from our educational guided tours represents about a third of our operating revenue. Without it, we cannot not sustain all of these activities and insure our reserves will last. As a result, in March we made the incredibly painful decision to lay off about half of our staff and Carole and I stopped taking salary. We stopped funding the discretionary programs and will focus for now on just two things – continuing to give the best possible care to our cats and past

the Big Cat Public Safety Act that we feel will end 90% of the abuse.

Meantime, we have been blessed with having remaining staff who have stepped up to the challenge of increased workload with enthusiasm, having amazing volunteers who have continued to carefully and safely come in to care for the cats, and volunteers who have been doing at home some of the tasks normally done at the sanctuary and working round the clock on our social media. We cannot thank all of them enough. Everyone is practicing social distancing and wearing masks where appropriate both at the sanctuary and in the rest of their lives so they do not bring the virus to their colleagues here or to the cats. We have changed many of our procedures and rules to address the risks associated with the virus

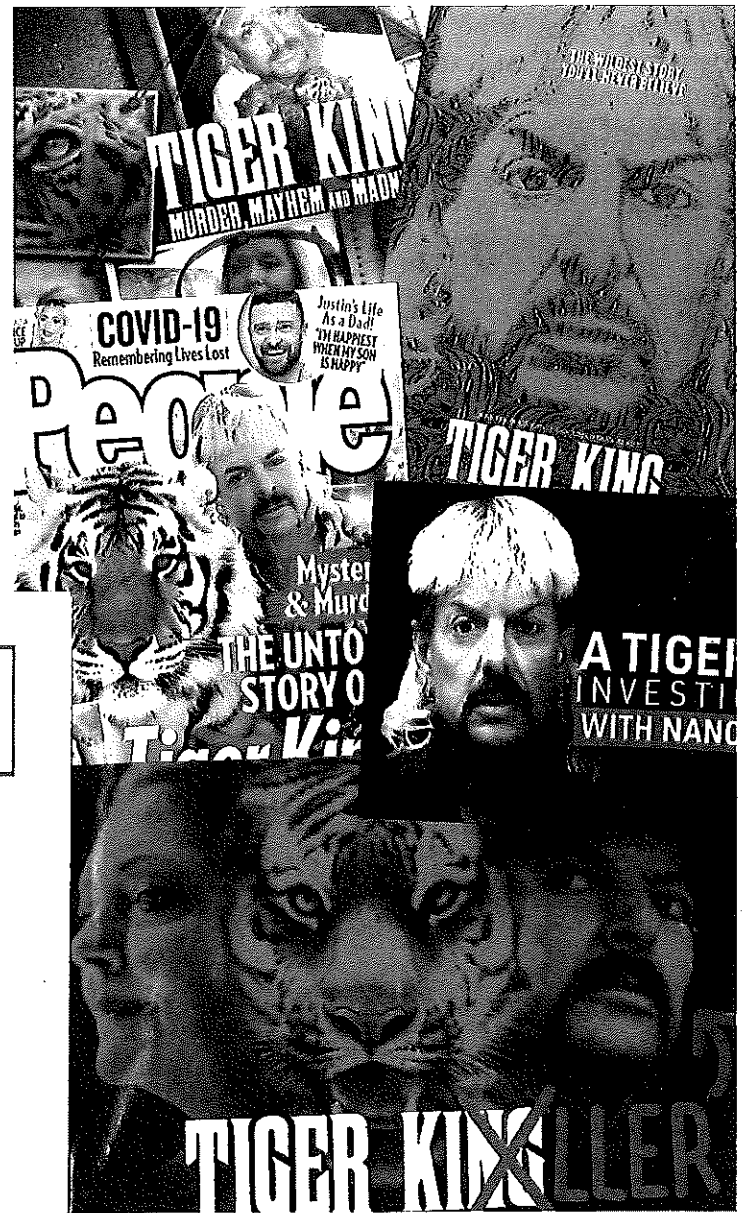
Place
Stamp
Here

Times SUMMER 2020
Easy Street
FL 33625-3702

TIGER KING

In recent years we have worked with four groups of documentary makers, all of whom have films that should come out this year. Three of those groups are people who genuinely care about the cats and want to help us end the abuse. Each of those three is examining the captive big cat issue from a different angle.

We were led to believe, or more accurately in our view misled to believe, that the makers of Tiger King, Eric Goode and Rebecca Chaiklin, also had this intention. Instead, the series gave viewers who do not know us the impression that our cages are tiny, that we are overrun with crowds of people, and that we operate for



onal financial gain, all of which is idiotic as anyone has been here knows. In other words, the series intentionally made us look like the awful roadside zoos depicted in the series. It gives the impression that there is no difference between a true, accredited sanctuary and a roadside zoo.

In addition, the series did Carole an enormous disservice, to put it mildly. As the current Hillsborough County Sheriff has reaffirmed, there was never a shred of evidence to suggest Carole was in any way involved in the traumatic disappearance of her former husband Don 23 years ago. When he went missing, his secretary, who had been caught a few months earlier trying to steal over \$500,000 in properties from him and Carole, and his ex-wife and children, colluded to try to take over not only the portion of the estate they were entitled to, but also the portion Carole was entitled to.

the Big Cat Public Safety Act that we feel will end 90% of the abuse.

Meantime, we have been blessed with having remaining staff who have stepped up to the challenge of increased workload with enthusiasm, having amazing volunteers who have continued to carefully and safely come in to care for the cats, and volunteers who have been doing at home some of the tasks normally done at the sanctuary and working round the clock on our social media. We cannot thank all of them enough. Everyone is practicing social distancing and wearing masks where appropriate both at the sanctuary and in the rest of their lives so they do not bring the virus to their colleagues here or to the cats. We have changed many of our procedures and rules to address the risks associated with the virus and continue to make improvements as we learn more detail about how the virus is transmitted.

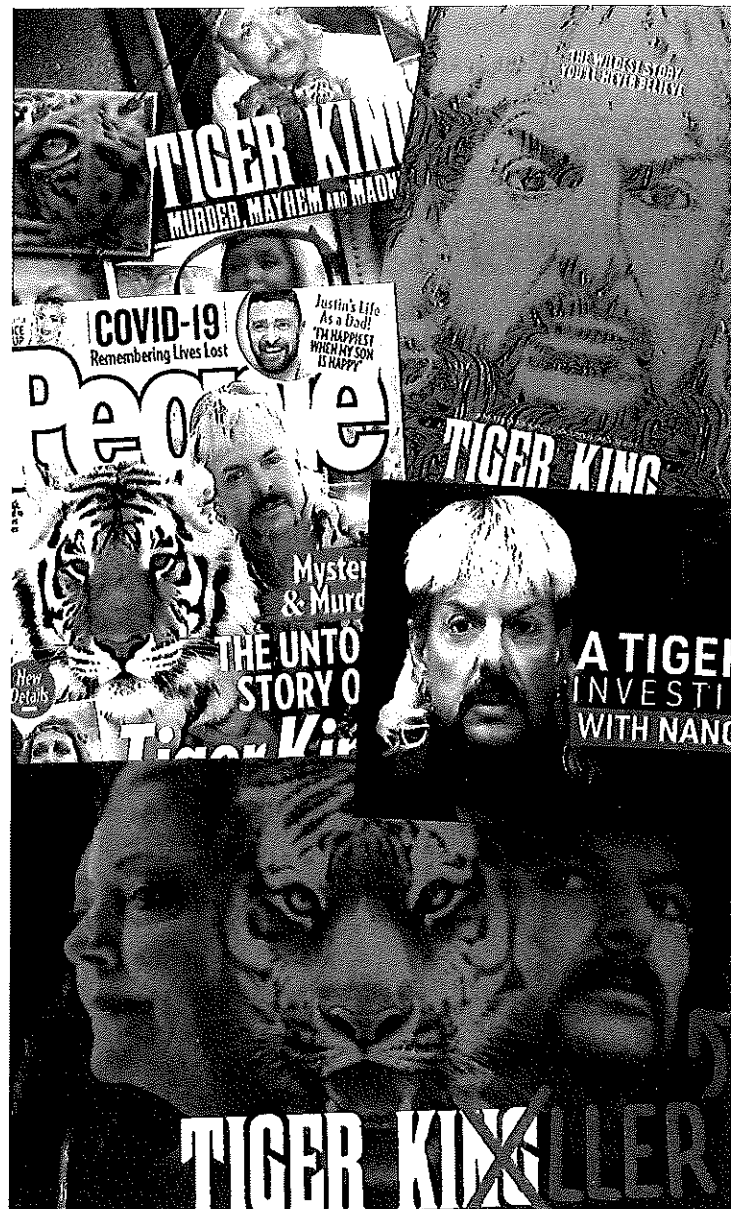
The big issue now will be how well our donations hold up. That may depend in large part on whether the virus sends us into a recession or worse. But so far, the readers of this Big Cat Times as a group have been incredibly wonderful in understanding this time of need. We fretted over how our recent annual Give Day fundraiser would go given the environment. I cannot tell you how much it meant to us, and how much it eased the stress, when supporters stepped up and made it the best Give Day in the history of the event, raising over \$100,000 for the first time.

I hope this long explanation of both our years of preparing for a crisis and the way we are responding to COVID-19 is not "TMI" as they say. And I want to end by just trying one more time to tell you that there really are no words to adequately convey how much we appreciate your incredible support at this very difficult time.

TIGER KING

In recent years we have worked with four groups of documentary makers, all of whom have films that should come out this year. Three of those groups are people who genuinely care about the cats and want to help us end the abuse. Each of those three is examining the captive big cat issue from a different angle.

We were led to believe, or more accurately in our view misled to believe, that the makers of Tiger King, Eric Goode and Rebecca Chaiklin; also had this intention. Instead, the series gave viewers who do not know us the impression that our cages are tiny, that we are overrun with crowds of people, and that we operate for



personal financial gain, all of which is idiotic as anyone who has been here knows. In other words, the series intentionally made us look like the awful roadside zoos depicted in the series. It gives the impression that there is no difference between a true, accredited sanctuary and a roadside zoo.

In addition, the series did Carole an enormous disservice, to put it mildly. As the current Hillsborough County Sheriff has reaffirmed, there was never a shred of evidence to suggest Carole was in any way involved in the traumatic disappearance of her former husband Don 23 years ago. When he went missing, his secretary, who had been caught a few months earlier trying to steal over \$500,000 in properties from him and Carole, and his ex-wife and children, colluded to try to take over not only the portion of the estate they were entitled to, but also the portion Carole was entitled to.

As part of that effort they spread absurd rumors. For instance, that Don was run through a tiny kitchen meat grinder and fed to the cats. In the series, in addition to repeating those rumors, they made other baseless disparaging statements. The series purposefully painted Carole as a murderer to make the show as salacious as possible to draw viewers.

You can view our rebuttal to the lies at

BigCatRescue.org/truth

If you have not visited the page, we urge you to do so.

Unfortunately the series was very successful at constructing the false impressions it clearly intended to create. As a result, we have been inundated with hateful and often very crude email, phone calls, and social media posts. Perhaps I am naive, but I honestly had no idea there were so many thousands of people in this country who could be so hateful. The saving grace has been our largely volunteer social media team and other volunteers and staff who pitched in to help them round the clock to combat this. While there is no point in engaging with people who send outright hateful or crude comments, in many cases our team has been able to patiently educate the people who contacted us with real questions instead of vicious hate.

Carole has a wonderful quote from Franklin D. Roosevelt at the bottom of her emails. Roosevelt said "I ask you to judge me by the enemies I have made." I think Carole expressed our reaction to all this wonderfully one day when she was doing one of her Facebook LIVE walks through the sanctuary. Some of the haters were trying to post nasty messages and our social media folks were deleting them. Carole ended the LIVE by saying that on her emails she has that Roosevelt quote and then said, "To all of you who tried to make nasty posts during the LIVE, and to all the others who sent hateful messages, I just want to say that I am proud to have you as enemies." For my part, I have taken comfort in a report I saw that said 30% of the people surveyed will not buy Corona beer because of the corona virus. I figure that must

be the 30% that are sending the hateful and crud messages.

There have been two "silver linings" in all this. The first has been the enormous number of expressions of emotional support and outrage about the series from so many of you who know the sanctuary and/or know us personally. I cannot tell you how helpful and stress-reducing that has been. The second silver lining is that despite the best efforts of the series NOT to point out the animal abuse associated with cub petting and roadside zoos, many people still got that message. Many articles in major print and online media have criticized the series for failing to focus on the animal mistreatment. Quite a few have also criticized the series' clear mistreatment of us. This has resulted in increasing attention to the need to pass the Big Cat Public Safety Act.

We cannot credit the lies in the film to this. There would be MUCH more awareness of the abuse and much more awareness of the need for the federal bill if the producers had drawn more attention to the abuse and interviewed experts to explain why breeding cubs for petting does nothing for conservation and why the cub handling is inherently cruel. But we can take some comfort in the fact that despite their failure to expose the abuse and explain the need for the bill, there has been an increase in awareness.

Again I want to thank all of you for your emotional and financial support during this difficult time. And I want to assure you that while this has been difficult, it will not in any way deter us from fulfilling our mission of stopping the mistreatment of captive big cats. In fact, it has had the opposite effect. We are more committed than ever to the fight. With your help we have been steadily winning battles and with your continued support we will absolutely win the war.

THANK YOU SO MUCH

