

Mike Beam, Secretary

Laura Kelly, Governor

November 17, 2023

TO: Unleashed Pet Rescue and Adoption, Inc. (License Nos. CB0001PQ and CB0010MS)  
RE: Notice of errors or omissions in renewal applications and current unlicensed status; Notice of potential initiation of emergency proceedings

Dear Unleashed Pet Rescue and Adoption, Inc. representative:

The Kansas Department of Agriculture (“KDA”) is reaching out to Unleashed Pet Rescue and Adoption, Inc. (“Unleashed”) for the following three reasons, which will be further detailed herein:

- (1) KDA is providing notice pursuant to K.S.A. 77-511(a)(1) that Unleashed’s license renewal applications contain errors or omissions, including material misstatements.
- (2) KDA is providing notice and confirmation that *Unleashed currently fails to hold a current license to conduct activities under the Kansas pet animal act*, K.S.A. 47-1701 *et seq.*, and amendments thereto, and rules and regulations adopted thereunder (“Kansas Pet Animal Act”) due to the fact that Unleashed’s previous licenses expired as of October 1, 2023, and Unleashed has not obtained the renewal licenses required to continue conducting activities requiring a license for the 2023-2024 license year.
- (3) KDA is providing notice that KDA is considering the potential initiation of emergency proceedings if the suspected violations detailed herein are confirmed.

KDA emphasizes and cautions that if Unleashed is currently operating as an animal shelter or pound, and/or as a boarding or training kennel, then Unleashed is considered to be unlawfully operating without a license in violation of K.S.A. 47-1704(a), and/or K.S.A. 47-1723(a), respectively, since Unleashed has not yet obtained the required renewal licenses from the Commissioner.

**(1) Notice of errors or omissions in Unleashed’s renewal applications and current unlicensed status.**

The renewal application form for the October 1, 2023, to September 30, 2024, license year (“2023-2024 license year”), requires that all AFI licensees either certify that a current Veterinary Care Form (“vet care form”) is on file with the office at the time of the submission of the renewal application, or alternatively, submit a current vet care form with their renewal application and certify that they are doing so. Failure to comply with these requirements results in a license renewal application being considered incomplete and is grounds for the Commissioner to deny a renewal license pursuant to K.S.A. 47-1706(a)(11). Further, if the applicant certifies that a vet care form is on file with the office when it is not so on file, or if the applicant certifies that a vet care form is attached with the renewal application when it is not so attached, the applicant is considered to have made a material misstatement

in the application for renewal, which is grounds for the Commissioner to deny a renewal license pursuant to K.S.A. 47-1706(a)(1).

As detailed herein, it is undisputed that Unleashed did not have a current vet care form on file with the office, nor provide an updated vet care form with their renewal applications,<sup>1</sup> at the time Unleashed submitted the renewal applications. Specifically, records received and maintained by KDA, and Unleashed's own written admissions made through its counsel, reflect that it was impossible for Unleashed to have had a current vet care form on file with the AFI Program at any time between the time period of September 15, 2023 – October 4, 2023. Unleashed nonetheless represented, in its renewal applications postmarked September 29, 2023, and received by KDA on October 2, 2023, that it had a current vet care form on file with the AFI program. Making such representation constituted a material misstatement in violation of K.S.A. 47-1706(a)(1). Subsequent representations by Unleashed that this misstatement was inadvertent and that it did not know that its current vet care form had expired, in addition to not being credible, simply do not negate the fact that a material misstatement was made. While Unleashed has since submitted an updated vet care form, it failed to either correct its material misstatement or provide a current vet care form prior to October 1, 2023, which is the beginning of the 2023-2024 license year.

Due to these material misstatements in its renewal application, and due to the fact Unleashed did not provide a current vet care form with its renewal applications as required by the renewal applications, Unleashed's license renewal applications were not both "timely *and* sufficient," as required by K.S.A. 77-511(d). Therefore, *Unleashed's previous licenses did not extend* beyond September 30, 2023, pursuant to K.S.A. 77-511(d). Accordingly, Unleashed was unlicensed as of October 1, 2023. It remains unlicensed as of the date of this letter, as the Commissioner has not made a determination as to whether to grant the 2023-2024 renewal applications due to continuing investigations into numerous violations of the Kansas Pet Animal Act that KDA has reasonable grounds to believe Unleashed has committed and is continuing to commit. If confirmed, each of these violations would independently serve as separate grounds for denying the renewal applications, and some of them may even lead to the initiation of emergency proceedings in order to protect public and animal health, safety, and welfare. These suspected violations are detailed in **Attachment A**, enclosed. They include but are not limited to the following:

- Unleashed made a material misstatement in the renewal applications, due to representing it had a current vet care form on file with the office when it was impossible for one to have been. (Grounds for denial of a renewal license pursuant to K.S.A. 47-1706(a)(1)).
- Unleashed has made and continues to make misrepresentations to the public with respect to its business practices, namely concealing its practice of buying dogs from animal breeders via dog auctions and reselling such dogs, under the guise of "rescuing" its dogs from "high kill shelters" (or other sources where Unleashed represents that if Unleashed did not "rescue" them, they would "die") and then adopting out such dogs via an adoption fee, including facts establishing that Unleashed bought dogs via a dog auction for approximately \$50-\$100 in May of 2022,

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<sup>1</sup> Unleashed submitted two different renewal applications for the 2023-2024 license year: One to renew their animal shelter or pound license and one to renew their boarding or training kennel license (License Nos. CB0001PQ and CB0010MS, respectively).

and then resold these same dogs for approximately \$800. (Grounds for denial of a renewal license pursuant to K.S.A. 47-1706(a)(6)).

- Unleashed's housing practices consist of housing unaltered adult dogs at foster homes instead of at the animal shelter in a primary enclosure that is not also housing unaltered adult dogs of the opposite sex at the same time, the practices of which are inconsistent with the Kansas Pet Animal Act. (Grounds for denial of a renewal license pursuant to K.S.A. 47-1706(a)(9)).

Once KDA completes its investigation of such suspected violations, KDA will either grant the renewal licenses or initiate proceedings in accordance with the Kansas Administrative Procedure Act, K.S.A. 77-501, *et seq.* ("KAPA") to deny Unleashed's renewal licenses and may seek additional relief if necessary. In the meantime, if Unleashed has documentation disproving any of the facts currently being investigated as set forth herein, Unleashed may send such documentation to: [Nichole.Costanzo@ks.gov](mailto:Nichole.Costanzo@ks.gov).

KDA notes receipt of Unleashed's email to KDA on October 18, 2023, at 10:01p.m. ("October 18<sup>th</sup> email"). KDA notes that Unleashed's October 18<sup>th</sup> email in part demands KDA immediately process and approve Unleashed's renewal applications and takes the position that KDA is intentionally delaying in acting on the renewal application, in retaliation against Unleashed. That allegation was made notwithstanding Unleashed's acknowledgement that Unleashed made material misstatements in both renewal applications, and it is not accurate. KDA will process and issue a decision with respect to Unleashed's license renewal applications within the 90-day period provided for in K.S.A. 77-511(a)(2) and in accordance with other applicable laws. KDA has not completed its review due to KDA investigating the numerous suspected violations of the Kansas Pet Animal Act that serve as independent and separate grounds for denying the renewal licenses at the discretion of the Commissioner pursuant to K.S.A. 47-1706(a).

For the foregoing reasons, Unleashed is hereby notified that ***Unleashed currently does not have a license to conduct any activities under the Kansas Pet Animal Act***, and any continued operation as an animal shelter or pound and/or as a boarding or training kennel will result in, at minimum, a finding of "willful disregard" of K.S.A. 47-1704(a) and/or K.S.A.47-1721(a), respectively, for purposes of K.S.A. 47-1706(a)(2).

**(2) Notice of potential initiation of emergency proceedings.**

KDA is charged with enforcing the Kansas Pet Animal Act to prevent endangerment to the public health, safety, and welfare, and to prevent endangerment to animals' health, safety, and welfare. Unleashed has acknowledged that its community's shelters are at or over capacity, yet Unleashed continues to import thousands of dogs per year from out of state and into this same community. Unleashed further contributes to, at minimum, the risk of exacerbating the existing overpopulation crisis by immediately placing these same animals in foster homes without spaying or neutering them. KDA also has reason to believe that in some cases Unleashed has even falsely represented to foster homes that female adult dogs, placed in their care, have been spayed.

Next, KDA's review of records Unleashed provided during the October 12, 2023, inspection reflect that two dogs in a transport full of animals imported into Kansas by Unleashed on September 27, 2023, tested positive for communicable diseases. Specifically, one dog tested positive for a URI on October 3, 2023, and one dog tested positive for giardia on October 7, 2023. Records further reflect

that some of the other dogs on this same transport vehicle had just been treated for, or were in the process of being treated for, giardia at the time of transport, making it very possible for one of those dogs to have spread giardia to the dog that tested positive for it on October 7, 2023, or even to all the other dogs. Nonetheless, records reflect that Unleashed never examined the remaining dogs from that transport van or tested them for giardia, or even notified the foster families of the potential that the dogs they are or were fostering for Unleashed could potentially have this disease and be spreading it to their own family pets or the family members, including those with compromised immune systems like children and the elderly.

**Unleashed is currently unlicensed**, and KDA has reason to believe it is openly acting in blatant disregard of the Kansas Pet Animal Act statutes and regulations adopted thereunder that were designed in part to ensure animal welfare and control spread of diseases. Accordingly, Unleashed is hereby provided **notice of the potential initiation of emergency proceedings** in accordance with K.S.A. 47-1707(c) and/or K.S.A. 77-536, including immediate seizure of animals and/or other actions KDA determines are necessary in the interest of animal and/or public health, safety, and welfare if KDA confirms the potential violations detailed herein at the conclusion of its investigation. To that end, Unleashed may submit any documentation or other evidence that it believes shows these violations did not occur or are not occurring to [Nichole.Costanzo@ks.gov](mailto:Nichole.Costanzo@ks.gov) no later than **December 1, 2023**.

KDA emphasizes again that, while this letter does not itself legally compel Unleashed to cease conducting activities that would require licensure under the Kansas Pet Animal Act based on Unleashed's currently unlicensed status, it does serve as notice of such unlicensed status, and thus Unleashed continuing to undertake any activities that would require licensure under the Kansas Pet Animal Act after receipt of this notice will give rise to a finding of willful disregard of K.S.A. 47-1704(a) and/or K.S.A.47-1721(a) for purposes of K.S.A. 47-1706(a)(2), which would constitute sufficient grounds for the Commissioner to deny the renewal application, in addition to judicial enforcement action.

Thank you for your prompt attention to this matter, and please feel free to contact our office for any questions or assistance.

Sincerely,



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Nichole Costanzo  
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Manhattan, Kansas 66502  
[Nichole.Costanzo@ks.gov](mailto:Nichole.Costanzo@ks.gov)  
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*Enclosures:* Certificate of Service  
Attachment A

## ATTACHMENT A

Below are examples of some, but not all, of Unleashed's suspected violations, which may serve as separate and independent grounds for the Commissioner to exercise his discretion to refuse to issue Unleashed a renewal license, and for which the Commissioner is investigating facts pertaining thereto. Please submit any documentation you believe disputes these suspected facts at your earliest convenience and no later than December 1, 2023, via electronic mail addressed to: [Nichole.Costanzo@ks.gov](mailto:Nichole.Costanzo@ks.gov), or via mail to Kansas Department of Agriculture, Attn: Nichole Costanzo, 1320 Research Park Drive, Manhattan, Kansas 66502.

### **1. Material misstatement in the renewal applications. (Grounds for denial of renewal license pursuant to K.S.A. 47-1706(a)(1)).**

The Commissioner is determining whether to exercise his discretion to deny the renewal application due to Unleashed making a “[m]aterial misstatement in the application for the original license or permit, or in the application for any renewal of a license or permit.”

As detailed herein, unleashed stated that it had a current vet care on file when it submitted its renewal application for the 2023-2024 license year, when in reality, it did not have a current vet care form on file with the office or anywhere else. This was clearly a material misstatement, as the vet care form is a material requirement to renew a license. Unleashed's CEO signed each application, acknowledging that she “understand[s] that a material misstatement in this application form may be grounds for denial, suspension or revocation of a license,” and that she understands that “The information contained within this application is true and correct to the best of my knowledge.”

KDA notes that unleashed acknowledged in its October 18th email that it failed to maintain a current vet care form on file with the office when it submitted its renewal application yet marked the box indicating that the “Current veterinary care form is on file with the AFI Program,” and acknowledged in the October 18th email that this statement was incorrect. Still, Unleashed appears to demand that the Commissioner nonetheless immediately overlook and excuse the fact Unleashed made this material misstatement and the fact Unleashed failed to maintain a current veterinary form at all times during the license year, on grounds that it was due to Unleashed making a mistake. Specifically, Unleashed's excuses relating to its failure to provide accurate material information on their renewal application, and to their failure to maintain a current vet care form at all times during the license year, are set forth in Unleashed's October 18th email:

“As you know, my client timely submitted its Renewal Application on or about 9.29.2023, marking the box indicating that the ‘Current veterinary care form is on file with the AFI Program.’ *That was obviously inadvertent*, considering my client knows the KDA has knowledge of what is in its own files. The issue is that my *client was under the mistaken belief* that its vet care form was not scheduled to be re-filed with the Commissioner until November, as that was the date of the prior forms. *My client simply forgot* that it signed a new vet care form earlier last year, i.e., September 14, 2022, rather than in November. *The mistake makes sense*, considering the Vet Care Form had expired and been submitted in November in the past, and *employees other than Ms. Reno have overseen that process in the past*. I had not talked to my client about this issue previously and assumed all licensees' vet care forms were renewed on the same date as the licenses and therefore submitted with the applications, and I

*assumed* my client had done so in this case. Obviously not, as the regulations treat both the renewal and vet care form processes as distinct separate processes.”<sup>2</sup>

KDA notes that in Unleashed’s October 18th email, Unleashed admits and acknowledges it made material misstatements in the renewal application, yet nonetheless demands KDA immediately process and approve this application, appearing to justify this demand based on fact the material misstatement was inadvertent and thus not made in bad faith. However, the fact of whether this was in fact in good faith or bad faith would only be relevant if KDA was seeking to deny the renewal application on the grounds of Unleashed making a “substantial misrepresentation” in its renewal application pursuant to K.S.A. 47-1706(a)(5), as opposed to on grounds of Unleashed making a “material misstatement,” in its renewal application pursuant to K.S.A. 47-1706(a)(1). However, since KDA may deny the renewal application based on the vet care form certification being a “material misstatement” pursuant to K.S.A. 47-1706(a)(1), as opposed to based on the vet care form certification being a “substantial misrepresentation” pursuant to K.S.A. 47-1706(a)(5), Unleashed’s intent in making the material misstatement is irrelevant for these purposes.

Although KDA is uncertain as to whether Unleashed’s demand for KDA to immediately approve the renewal application is in reference to the September 29, 2023 renewal application that contains a material misstatement, or whether Unleashed has since then submitted a renewal application that does not have a material misstatement therein, KDA notes that either application would nonetheless fail to meet the requirement of making a “timely *and* sufficient” application, both elements of which were required to have met the requirements pursuant to K.S.A. 77-511(d) for allowing extension of the previous license that expired effective October 1, 2023. (Emphasis added). The fact that it would have been impossible for Unleashed to have satisfied both of these elements prohibits extension of Unleashed’s previous licenses that expired October 1, 2023.

Regardless, the Commissioner is still investigating additional facts which would independently deem granting a renewal license improper, and further notes that this demand only further supports the position that Unleashed acknowledges its previous license has not extended until a final decision has been made on this or any other renewal application.

In response to Unleashed’s statement in its October 18th email, that “KDA knows what is in its own files,” KDA emphasizes that it is a licensee’s responsibility to ensure it has a current vet care form on file and that the information that a licensee submits to KDA is correct; not the sole responsibility of the AFI office. The application form requires the licensee to review its own files to ensure that the licensee does not make a material misstatement, and the renewal process is streamlined when licensees provide correct information on their application forms.

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<sup>2</sup> Email dated October 18, 2023, at 10:01 p.m. from Unleashed counsel Court Kennedy to KDA counsel Nichole Costanzo (emphasis added).

2. **Unleashed's housing practices are inconsistent with the Kansas Pet Animal Act, due to Unleashed's practices of immediately housing unaltered adult animals with foster homes without prior examination by a veterinarian nor required medical documentation. (Grounds for denial of renewal license pursuant to K.S.A. 47-1706(a)(9); grounds for denial of renewal license pursuant to K.S.A. 47-1706(a)(2) due to willful disregard of K.A.R. 9-18-28(i)(1)).**

Unleashed's practices of housing unaltered adult dogs at foster homes instead of at the animal shelter in a primary enclosure that is not also housing unaltered adult dogs of the opposite sex at the same time, is inconsistent with the Kansas Pet Animal Act, since the Kansas Pet Animal Act explicitly prohibits these housing practices. Unleashed's continuous conduct of placing unaltered adult animals with foster homes notwithstanding Unleashed continues to be cited for such housing practice is considered a willful disregard of K.A.R. 9-18-28(i)(1), which is also grounds for denial of a renewal license pursuant to K.S.A. 47-1706(a)(2).

KDA notes a violation of K.A.R. 9-18-28(i)(1) was cited in the September 28, 2023 inspection report due to inspectors discovering during a September 28, 2023 inspection that Unleashed placed an adult unaltered dog named "Gand" with a foster home on September 27, 2023, without obtaining and providing a written opinion by a veterinarian reflecting the veterinarian has examined "Gand," and reflecting the reasons why the veterinarian recommends that "Gand" should not be altered, along with an estimated time of when, if ever, "Gand" can be altered.

This violation was then cited again in the October 12, 2023 inspection report because Unleashed failed to correct this violation with respect to "Gand," since records provided to inspectors during an October 12, 2023 inspection reflected that "Gand" was still unaltered, yet still was being housed at the same foster home unaltered, and also because Unleashed was found to have later repeated this violation with respect to over a dozen additional animals, notwithstanding the violation had just been cited in the September 28, 2023 inspection report.

KDA notes that during the October 12, 2023, inspection, Unleashed's designated representative provided the inspectors with a document titled, "Blanket contraindication statement," which was an undated document. Although this document was potentially intended by Unleashed to purportedly serve as the medical documentation required by K.A.R. 9-18-28(i)(1) to negate a violation with respect to the unaltered adult dogs Unleashed imported on September 27, 2023, KDA notes that this "blanket" statement is simply a reference by Unleashed's attending veterinarian to Unleashed's protocol of immediately placing imported transport animals with foster homes, regardless of alteration status, for a period of 14 days to provide for the health of the animals.

KDA further notes that even if this "blanket" statement was intended to pertain to these dogs Unleashed imported on September 27, 2023, that records reflect that approximately 11 adult dogs still remained unaltered at the foster homes notwithstanding it had been more than 14 days since these animals had been imported, and thus even if the regulations allowed a "blanket" statement to meet the medical documentation requirement, the "blanket" statement did not negate the violation with at least 11 dogs on October 12, 2023. KDA further notes that even if this "blanket" statement was intended to pertain to these dogs Unleashed imported on September 27, 2023, at least two of these dogs were in fact spayed or neutered on October 5, 2023, a mere eight days after such importation (as opposed to 14 days), and thus Unleashed's veterinarian would then have acted in contradiction to its own "Blanket

contraindication statement,” and thus according to the veterinarian, would have risked these two dogs’ health. Regardless, as Unleashed has acknowledged during the course of a previous enforcement action, a “blanket” statement cannot replace the requirement for each individual animal to have a documented examination and subject written opinion prior to placement in foster homes.

Moreover, notwithstanding the October 12, 2023, inspection report cited Unleashed for violating K.A.R. 9-18-28(i)(1) once again, on or about October 26, 2023, Unleashed then publicly solicited foster homes to place *additional* unaltered adult animals it later acquired, this time publicizing its intent for the foster homes to house these dogs “several weeks” until they could get spay/neuter appointments. KDA further notes that Unleashed’s protocol of sending unaltered adult animals to foster homes without proper medical documentation is a housing practice that is not consistent with the Kansas Pet Animal Act, considering this practice is in contradiction to an explicit regulatory requirement, specifically K.A.R. 9-18-28(i)(1). The fact that this is Unleashed’s practice is evidenced by this being Unleashed’s “protocol” set forth in the “Blanket contraindication statement,” and the fact that Unleashed repeatedly engages in this unlawful housing practice. These repetitive violations would also reflect that Respondent has willfully disregarded K.A.R. 9-18-28(i)(1) and continues to do so.

**3. Misrepresentation due to Unleashed buying dogs from animal breeders via a dog auction and reselling such dogs under the guise of rescuing such dogs and adopting such dogs via an adoption fee. (Grounds for denial of renewal license pursuant to K.S.A. 47-1706(a)(6)).**

KDA is investigating whether Unleashed has made a misrepresentation with respect to its business practices, including whether Unleashed misrepresents to the public that it does not buy animals from auctions or animal breeders. KDA received credible records reflecting that Unleashed’s CEO, Danielle Reno, directed an agent at least one time in May of 2022 to buy over 50 dogs from the Southwest Auction in Missouri for Unleashed to then sell (“adopt out”). KDA received copies of communication and a financial transaction by Danielle Reno for these dogs. If these facts are true, then Unleashed’s renewal license is subject to denial due to Unleashed making a “misrepresentation or false promise, made through advertising, salespersons, agents or otherwise, in connection with the operation of business of the licensee or permittee,” pursuant to K.S.A. 47-1706(a)(6).

Unleashed is hereby notified that this conduct of buying and reselling dogs would constitute unlawful operation as an animal distributor because Unleashed would be considered operating an animal distributor premises. If this Missouri resident is not licensed as an out of state animal distributor, or licensed with the USDA, then Unleashed would be buying from an unlicensed person in violation of K.S.A. 47-1724(a) (“It shall be unlawful for any person to knowingly purchase a dog or a cat for the purpose of resale to another from a person required to be licensed or permitted under public law 91-579, 7 U.S.C. § 2131 et seq., or K.S.A. 47-1701 et seq., and amendments thereto, or both, if that person is not so licensed or permitted.”).

**4. Substantial misrepresentation due to knowingly making a false statement to a pet animal foster home regarding a dog’s alteration status. (Grounds for denial of renewal license pursuant to K.S.A. 47-1706(a)(5)).**

KDA is investigating whether a substantial misrepresentation was made when Unleashed told a pet animal foster home family that an unaltered adult female dog was spayed when in fact Unleashed knew this dog was not spayed; and thus, this was either inadequate record-keeping or a substantial misrepresentation. The misrepresentation would be substantial, since knowledge of whether an animal

is spayed or not is material in addressing the community's shelter overcapacity crisis, in addition to the effects resulting from ignorance of an animal going into heat, and the accidental breeding that could have on an unexpecting foster family.

Specifically, KDA received information reflecting that at least one unaltered adult female dog was sent to a foster home, yet Unleashed represented to the foster home that the dog had already been spayed; the foster home only found out that the dog had not been spayed after the dog went into heat; after the foster home reached out to Unleashed to notify them of the female dog being in heat notwithstanding Unleashed's representation that the animal was in fact spayed, Unleashed acknowledged it was aware of the unaltered status, yet explained that Unleashed must have simply inserted the wrong information on the records.

**5. Failure to maintain a current vet care form with the office from September 15, 2023 – October 4, 2023; Failure to provide a copy of current vet care form upon request. (Grounds for denial of renewal license pursuant to K.S.A. 47-1706(a)(11) and (2)).**

A current vet care form must be maintained at all times during the license year and must be on file with the office at time of renewal for the renewal application to be considered complete. The application form references this requirement, asking the licensee to attach a copy of a current vet care form if one is not on file with the office already at the time the licensee submits the renewal application. The failure to attach a copy of the current vet care form with the renewal application when one was not on file with the office is considered a failure to provide a copy of the vet care form when access to such form is requested by the Commissioner or the Commissioner's authorized representatives, thereby serving as grounds to refuse to issue a renewal license pursuant to K.S.A. 47-1706(a)(11).

The fact no current vet care form existed at the time the renewal application was submitted, or at least prior to the expiration of the 2022-2023 license year, makes clear that at the time of the renewal application, Unleashed failed to have a current vet care form on file with the office.

KDA further notes that Unleashed's failure to maintain a current vet care form has been cited as a violation in the past, making this a repeated violation of the requirement to maintain a current vet care form on file at all times during the license year. Therefore, the failure to maintain a current vet care form once again may still be considered a willful disregard of K.S.A. 47-1701(dd)(1)(A) and/or (C), potentially serving as additional grounds to deny the renewal license.

Moreover, the 2022-2023 renewal application warned licensees of the requirement to provide a copy of a licensee's updated vet care form prior to the previous vet care form expiring, as detailed herein. Additionally, as stated, the 2023-2024 renewal application requested the applicant to provide a copy of its updated current vet care form for inspection if one was not already on file with the office, at the time the applicant submitted its renewal application. Considering Unleashed did not have a current vet care form on file with the office September 15, 2023 to October 4, 2023 as requested by the Commissioner pursuant to K.S.A. 47-1701(dd)(1)(C), and, separately, considering Unleashed failed to provide a copy of the current vet care form at the time it submitted its renewal application, as requested by the Commissioner pursuant to K.S.A. 47-1701(dd)(1)(C), the Commissioner is determining whether to exercise his discretion in denying the renewal application pursuant to K.S.A. 47-1706(a)(11).

KDA notes that Unleashed's renewal applications for both the 2022-2023 and the 2023-2024 license year have a warning at the very top of the form that states, "\*A current Vet Care Form is Required\*". "Vet Care Form" is in reference to the documentation of the provision of adequate veterinary medical care, as required in K.S.A. 47-1701(dd), the failure to maintain for which serves as additional and separate grounds for denying a renewal application pursuant to K.S.A. 47-1706(a)(11).

The vet care form begins with one page that states at the top, "Kansas Veterinary Care Form" which has the following statement at the beginning of the form: "Each facility licensed under the Kansas Pet Animal Act (excluding USDA licensed Animal Breeders and/or Distributors) is required to have a current veterinary care form on file with the Animal Facility Inspection Program. *This form is evaluated and must be renewed on an annual basis.* By completing and signing this document, the veterinarian agrees that a veterinary-client-patient relationship has been established for the primary care of the animals according to K.S.A. 47-1701(dd), an onsite visit of the facility, completion of the veterinary inspection form, and a program of veterinary care has been established." (Emphasis added).

The Kansas Veterinary Care Form also provides a copy of the full text of K.S.A 47-1701(dd)(1)(A) ("A documented program of disease control and prevention, euthanasia and routine veterinary care shall be established and maintained under the supervision of a licensed veterinarian, on a form provided by the commissioner, and shall include a documented on-site visit to the premises by the veterinarian at least once a year."). The form provided by the Commissioner that must include this annual on-site visit documentation is titled, Kansas Veterinary Care Form, along with the "Veterinarian On-Site Visit and Inspection Form," and is what the applications refer to as the "vet care form," which Unleashed is familiar with. The Kansas Veterinary Care Form includes the documented on-site annual visit on the form on the page titled, "Veterinarian On-Site Visit and Inspection Form," that is incorporated by reference as an essential piece of the vet care form at the top of that page, the form states, "This must be filled out during the required onsite annual inspection." At the bottom of the form, the Veterinary Certification Statement includes a certification that an "onsite visit of the facility and the veterinary inspection form has been completed."

KDA notes that Unleashed's renewal applications for the 2022-2023 license year have the same warnings regarding the requirement for a current vet care form to be submitted with the renewal application if one was not on file with the office already, and that Licenses will not be renewed unless a current form is on file. These renewal applications were signed by Unleashed's CEO, Danielle Reno, on September 7, 2022. KDA further notes that the AFI PPM referenced in Unleashed's October 18th email did not include several changes that were made to the AFI PPM which formally became effective on September 25, 2023. One of these changes include designating the failure to maintain a current (vet care form) an automatic failed inspection. KDA also notes that Unleashed's CEO and Unleashed's counsel were notified of KDA's intention to implement this change on July 24, 2023, during the deposition of Dr. Sasha Thomason (See page 70 of unofficial deposition transcript).

**6. Failure to maintain and provide adequate records, in willful disregard of K.A.R. 9-18-7. (Grounds for denial of renewal license pursuant to K.S.A. 47-1706(a)(2)).**

The October 12, 2023, inspection report reflects Unleashed did not have the required name and address of the person from whom at least 20 animals were acquired, which was discovered upon a review of a sampling of 44 animals' records. This violation reflects a willful violation of 9-18-7, which Unleashed has previously been given leniency by way of KDA providing Unleashed several chances

to remedy and attain compliance with. Unleashed is aware that the Kansas Pet Animal Act requires Unleashed to maintain and provide records regarding the name and address from whom it acquires its animals, considering the March 15, 2023 Amended Order cited a small sampling of records which were found to lack records regarding the name and address from whom it acquired animals, and email exchanges reflect KDA has informed Unleashed on several occasions the existence and importance of this regulatory requirement, and have given Unleashed several opportunities to correct numerous records. Furthermore, as specified above, the failure to maintain records reflecting the alteration status of at least one animal was recently discovered and still being investigated.

As previously mentioned, if Unleashed has documentation disproving any of the above facts currently being investigated, Unleashed may send such documentation by December 1, 2023, either via email at [Nichole.Costanzo@ks.gov](mailto:Nichole.Costanzo@ks.gov) or via physical mail addressed to:

Kansas Department of Agriculture  
Attn: Nichole Costanzo  
1320 Research Park Drive  
Manhattan, Kansas 66502

**CERTIFICATE OF SERVICE**

I certify that on November 17, 2023, I sent a copy of the foregoing to Unleashed Pet Rescue and Adoption, Inc. via electronic mail addressed to: [Pdavis@pauldavislawfirm.com](mailto:Pdavis@pauldavislawfirm.com) and [Ckennedy@gatesshields.com](mailto:Ckennedy@gatesshields.com).

I further certify that on November 17, 2023, a copy of the foregoing was deposited in the United States certified mail, postage prepaid, return receipt requested, addressed to the following:

Gates Shields Ferguson Swall Hammond P.A.  
Attn: Court T. Kennedy  
10990 Quivira Road, Suite 200  
Overland Park, Kansas 66210  
[Ckennedy@gatesshields.com](mailto:Ckennedy@gatesshields.com)  
Attorney for Plaintiff

And

Paul Davis Law Firm, LLC  
Attn: Paul T. Davis  
932 Massachusetts Street, Suite 301  
Lawrence, Kansas 66044  
[Pdavis@pauldavislawfirm.com](mailto:Pdavis@pauldavislawfirm.com)  
Attorney for Plaintiff

And

Unleashed Pet Rescue and Adoption, Inc.  
Attn: Danielle Reno  
5918 Broadmoor Street  
Mission, Kansas 66202



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Nichole Costanzo  
Staff Attorney, Kansas Department of Agriculture