

**STAFF REPORT TO THE BOARD OF ADMINISTRATIVE APPEALS FOR
CONSIDERATION AT THE APPEAL HEARING OF NOVEMBER 7th, 2024**

PREPARED BY: Maraea Melander #6393 – Animal Control Officer
DATE: November 7th, 2024
SUBJECT: Appeal of Actions after Determination of Vicious dog
Animal Services Case No: A24-002901
Antioch Municipal Code § 6-1.805

REQUEST:

Appellant Andrew Schooler wishes to appeal determination of Vicious Animal Declaration for his dog "Cazz".

BACKGROUND INFORMATION:

Activity #24-002901

Parties Involved:

Animals Involved: "Cazz" A148632 BLACK, N, PIT BULL MIX
Reporting Party: Cindi Moskowitz
Dog Owner: Andrew Schooler

On 08/27/2024, I Animal Control Officer Melander #6393, was working the front counter at Antioch Animal Services when a female wanted to report her cat being killed by a dog in the neighborhood.

The female identified herself as CINDI MOSKOWITZ of [REDACTED] W. 3rd Street in Antioch. MOSKOWITZ stated that she was informed by her neighbor at [REDACTED] W. 4th Street that his dog had killed her cat in the vacant near their homes. She described the dog as a black, medium sized Pit Bull who is frequently off leash to roam the vacant lot of [REDACTED] W. 3rd St. She stated the male came to her residence to apologize and advised he had placed her deceased cat's body inside his garbage bin earlier in the morning.

On 09/04/2024, I responded to [REDACTED] W. 4th Street for follow up. A prior records check indicated no licensed animals residing at the address.

I responded to the residence and met with a male who identified himself as ANDREW SCHOOLER and dog owner of "Cazz" a five-year old, neutered male Pit Bull mix. I informed SCHOOLER I was at the home for follow up after a report of a dog killing a cat. He stated he was aware and was present when his dog "Cazz" killed the cat.

SCHOOLER provided the following statement as summarized:

SCHOOLER has lived at the [REDACTED] W. 4th Street home for a couple of years. He and his neighbor from [REDACTED] D Street frequently allow both of their dogs to roam the vacant lot located behind the property to run and use the bathroom. He stated his dog has previously chased after cats in the neighborhood before but was unsuccessful in attacking them.

That morning, SCHOOLER let his dog go out into the vacant lot where there was a cat located. The dog immediately attacked and shook the cat ultimately killing it. As SCHOOLER approached the cat, he found it lying deceased. He picked up the cat and placed it in his garbage bin as it was garbage day, and the truck was coming.

He later found out the cat belonged to the woman located at [REDACTED] W. 4th Street and went to her residence to apologize for what his dog had done.

On 09/04/2024, Animal Services Acting Manager Catriona Cottle was presented with the report and declared "Cazz" a Vicious Animal pursuant to Antioch Municipal Code 6-1.801. SCHOOLER was provided with the Vicious Animal documents.

APPEAL:

Appellant requests the appeal as they feel their dog is not a bad dog, and that this was an accident. They feel their dog "Cazz" should be allowed home with them without the designation of a "Vicious Animal" and not abide to the stipulations that are associated with this designation as laid forth in the City of Antioch Municipal Code.

RECOMMENDATION:

Based on the findings of the investigation and the concern for proper confinement, it is Staff recommendation to deny the appeal and uphold the order for Schooler to abide by one of the following options promptly.

1. Surrender the dog to Antioch Animal Services for humane euthanasia; or
2. Sign the "Vicious Animal Declaration: Terms and Conditions Agreement," pay the outstanding fees, and comply with all the terms and conditions in order for the dog to be returned. A copy of this agreement has been enclosed.

SUPPLEMENTAL ATTACHMENTS:

Antioch Municipal Code

Decision Appeal Application by Andrew Schooler including Vicious Animal Declaration

Vicious Animal Terms and Conditions

Activity Report A24-002901

Activity Card

COPY

A24-002901-1 INV/AN V. AN

Priority Level: **DAILY**

Total Animals: 1 Animal Type: DOG

Activity Address: [REDACTED] W 4TH ST

Activity Comment: dog from this 20 attacked and killed a cat in the vacant lot

Owner Information:

P087494 ANDREW SCHOOLER

[REDACTED] W 4TH ST

ANTIOCH, CA 94509

[REDACTED]

Caller Information:

P055013 CINDI MOSKOWITZ

[REDACTED] W 3RD ST

ANTIOCH, CA 94509

[REDACTED]

A148632

A148632

Officer: P996393 MELANDER

Clerk: MRM6393

Call Date: 09/04/24 11:59 AM

New Date: 09/04/24 11:59 AM

Dispatch Date:

Working Date:

Complete Date: 09/04/24 12:01 PM

Result Codes:

Memos:

Activity Card

09/04/24 13:21: On 08/27/2024, I Animal Control Officer Melander #6393, was working the front counter at Antioch Animal Services when a female wanted to report her cat being killed by a dog in the neighborhood.

The female identified herself as CINDI MOSKOWITZ of [REDACTED] W. 3rd Street in Antioch. MOSKOWITZ stated that she was informed by her neighbor at [REDACTED] W. 4th Street that his dog had killed her cat in the vacant near their homes. She stated the dog is described as a black, medium sized Pit Bull who is frequently off leash to roam the vacant lot. She stated the male came to her residence to apologize and advised he had placed her deceased cat's body inside his garbage bin earlier in the morning.

I advised Moskowitz I would look into the incident further.

MRM6393

Activity Card

09/10/24 12:12:

On 09/04/2024, I responded to [REDACTED] W. 4th Street for follow up. I met with a male who identified himself as ANDREW SCHOOLER and dog owner of "Cazz" a five-year old, neutered male Pit Bull mix. I informed SCHOOLER I was at the home for follow up after a report of a dog killing a cat. He stated he was aware and was present when his dog "Cazz" killed the cat.

SCHOOLER provided the following statement as summarized:

SCHOOLER has lived at the [REDACTED] W. 4th Street home for a couple of years. He and his neighbor from 318 D Street frequently allow both of their dogs to roam the vacant lot located behind the property to run and use the bathroom. He stated his dog has previously chased after cats in the neighborhood before but was unsuccessful in attacking them.

That morning, SCHOOLER let his dog go out into the vacant lot where there was a cat located. The dog immediately attacked and shook the cat ultimately killing it. As SCHOOLER approached the cat, he found it lying deceased. He picked up the cat and placed it in his garbage bin as it was garbage day and the truck was coming.

He later found out the cat belonged to the woman located at [REDACTED] W. 3rd Street and went to her residence to apologize for what his dog had done.

End of summary.

SCHOOLER began to go on about how he looked into the laws and believed his dog was not in any violation. I explained to SCHOOLER that the action of his dog being at large and killing another domestic animal is against the ATMC 6-1.501(C) At Large and Article 8 6-1.801(B) Potentially Dangerous and Vicious animals.

SCHOOLER then stated "Cazz" was his service animal. I questioned what service the dog provided for SCHOOLER and he stated emotional support therapy as he is a veteran with PTSD. I then questioned him if "Cazz" had ever been licensed in the City of Antioch and he stated he was not sure.

I advised SCHOOLER I would need to contact my supervisor on how to proceed as "Cazz" would be impounded pending a Vicious Animal declaration.

I called Animal Services Supervisor Cat Cottle who informed me that if SCHOOLER stated "Cazz" was a service animal we could proceed with the Vicious Animal declaration in home and SCHOOLER could be provided the documents.

I informed SCHOOLER of this decision and informed him he could come down to animal services around 1300 hours and I would have the Vicious Animal declaration and terms & conditions ready for him.

At approximately 1330 hours, SCHOOLER came into animal services to collect the documents. I provided him the Vicious Animal Declaration and Terms and Conditions documents along with the applicable fees for "Cazz". I explained all the documents and steps to SCHOOLER and asked if he had any questions regarding the designation or documents. He appeared obviously frustrated and did not have any questions further. He took the documents and left the lobby.

09/10/24 14:54: On 09/10/2024, SCHOOLER called the Animal Services telephone to inquire about what documents he needed for the appeal process. I informed SCHOOLER he would need to pay all applicable fees as stated on the paperwork and make the appeal with Antioch City Hall.

He stated he was going to do so as he collected all his "evidence".

MRM6393

Activity Card

09/20/24 13:08: I called Cindi Moskowitz via telephone to inform her the Board of Appeals Meeting is scheduled for November 7th, 2024.

MRM6393

COPY



ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police

ANTIOCH ANIMAL SERVICES
VICIOUS ANIMAL DECLARATION
TERMS AND CONDITIONS

Dog Owner:

Andrew Schooler
[REDACTED] W 4th St
Antioch, CA 94509

Pursuant to Antioch Municipal Code Section 6-1.801, on September 4th, 2024, the following animal was declared to be a **VICIOUS ANIMAL:**

- "Cazz" A148632 BLACK N PIT BULL MIX

The Owner or Custodian of the above-described dog is hereby directed to keep the animal under strict restraint and control at all times. An Animal Control Officer of the City of Antioch may seize the animal and petition to have it humanely euthanized in the event the animal is found in violation of any restriction and/or condition outlined below.

Please initial to show you have read & understood the following.

1. If not all Owners of the subject dog sign this Agreement, the signing Owner represents that he/she has the authority of the other Owners to sign on their behalf. _____
2. Antioch Animal Services shall have the authority, at reasonable times, to inspect and approve the area of confinement of the declared Potentially Dangerous Dog. _____
3. Adult Owner(s) and dog **must** enroll in, and satisfactorily complete, a basic obedience/aggressive dog training course within 90 days of release. **Proof of satisfactory completion must be presented to Antioch Animal Services within 5 business days of completion.** _____
4. Prior to release, the dog shall be micro-chipped for permanent identification at the Owner's expense and the identification numbers kept registered with Pet Link by DataMars Inc. as provided in the microchip information packet at the Owner's expense. N/A

ANTIOCH POLICE DEPARTMENT



Brian Addington, Interim Chief of Police

5. Prior to release, the dog shall be spayed or neutered at the Owner's expense. An employee of Antioch Animal Services will transport the dog to an Antioch Veterinarian approved by the Owner if no DVM is available. _____
6. The dog when in public, must wear a humane muzzle, a dog harness and be restrained by a leash not exceeding 6 feet in length and under the control of a competent adult. _____
7. The dog shall not be allowed loose in the front yard. _____
8. The dog must not be left unattended or tethered in the front yard. _____
9. Owner must post a "BEWARE OF DOG" sign at each entry gate to rear/side yards. The sign must depict the head of a growling dog. _____
10. An adult must be present and supervising the dog when it is loose in the side and/or rear yards. _____
11. Owner is required to have a large outside dog kennel. [See attached for Kennel Requirements] When the dog is unsupervised in the side and/or rear yard, it must be kept in a totally enclosed kennel with gates locked. The kennel must be inspected and approved by an Animal Control Officer prior to the release of the dog. _____
12. Exit gates and/or doors from premises must be self-closing, self-latching and in good operating order. _____
13. A security screen door must be properly installed on the front door entrance of the premises. _____
14. Doors leading from the rear of side yards and/or residence into garage must be self-closing, self-latching and in good operating order. _____
15. The dog must be kept current on rabies vaccination and dog license. _____
16. Owner must immediately contact Antioch Animal Services whenever the dog escapes the Owner's premises or whenever they bite a human or animal. _____
17. Owner must comply with all applicable animal care and control laws. _____
18. Owner must advise all caregivers/custodians of the dog of these terms and conditions. _____
19. All fees owing to the City of Antioch will be paid prior to release of the dog. _____

ANTIOCH POLICE DEPARTMENT



Brian Addington, Interim Chief of Police

20. The Owner or Keeper of the declared Potentially Dangerous / Vicious Animal must present to the Supervisor of Animal Services proof that the Owner or Keeper has procured liability insurance from an insurer licensed to practice in the state of California, in a single incident amount of not less than one hundred thousand dollars for each animal, for injury to or death of any person or persons, or loss or damage to any property caused by or resulting from any act of such animal. Liability insurance shall not be canceled unless the Owner or Keeper ceases to own or keep the animal prior to expiration of that insurance. Coverage shall be evidenced by a certificate issued by the insurer. The Owner shall also provide documentation from the insurer warranting that the insurer will provide Antioch Animal Services at least thirty days advance notice of cancellation of insurance. _____

Please be advised that the owner of the property where the dog resides will be notified of the animal's "Potentially Dangerous Animal" status and a copy of this declaration will be issued as a courtesy through registered mail.

Owner acknowledges that the above-described dog has been declared to be a "**POTENTIALLY DANGEROUS ANIMAL**", and agrees to comply with the Terms and Conditions of this agreement and acknowledges that any violation of these terms and conditions may result in Antioch Animal Services seizing the dog and recommending that the animal be euthanized.

CITY OF ANTIOCH:

By: _____
Animal Services Representative

Date: _____

ANIMAL OWNER:

By: _____

Date: _____

COPY



of the continued retention, after any request of redemption and tendering of all other costs and fees by the owner.

(Ord. 2083-C-S, passed 4-8-14)

§ 6-1.705 **STERILIZATION.**

No unclaimed dog or cat shall be released for adoption without:

(A) Being sterilized; or

(B) A written agreement from the adopter guaranteeing that the animal will be sterilized and a sterilization deposit made. The sterilization fee deposit is established by resolution of the Council. If the animal is not sterilized within 14 business days after the date of purchase, the sterilization deposit collected at the time of adoption will be considered abandoned and the money applied to the General Animal Control Fund for use as the city may determine. (See Food and Agric. Code § 30503.)

(Ord. 2083-C-S, passed 4-8-14)

§ 6-1.706 **SURRENDER OF ANIMALS.**

(A) *For disposal.* At the request of a person not operating a commercial establishment for the sale and/or care of animals, the Animal Control Supervisor shall accept and dispose of any small animal, such as a dog, cat, bird, or rabbit, lawfully in the possession of the person.

(B) *For adoption.* An owner may surrender an animal to the Animal Control Supervisor for placement for adoption. It is understood that no guarantee of placement will be made, and euthanasia will be at the discretion of the Animal Control Supervisor. A surrender fee is established by resolution of the Council.

(Ord. 2083-C-S, passed 4-8-14)

ARTICLE 8: POTENTIALLY DANGEROUS AND VICIOUS ANIMALS

§ 6-1.801 **PURPOSE; DEFINITIONS.**

(A) *Purpose.* The purpose of this article is to reduce the risk of serious attacks or bites by dogs or other animals. This article sets forth the procedures for finding an animal potentially dangerous or vicious and subject the animal to appropriate controls and enforcement actions. (See Cal. Health and Safety Code §§ 31601 et seq.; Cal. Food and Agric. Code §§ 31601 through 31683.)

(B) *Definitions.* For the purpose of this article the following definitions shall apply unless the context clearly indicates or requires a different meaning.

POTENTIALLY DANGEROUS DOG OR ANIMAL. Any of the following, as determined by the city:

(a) A dog or other animal which, when unprovoked, on two separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by a person or another animal to prevent bodily injury when the person and the dog are: off the property of the dog's owner; or on the property of the dog's owner by invitation or with implied permission. (See Cal. Food and Agric. Code § 31602);

(b) A dog or animal which, when unprovoked, bites a person causing a less severe injury than as defined here as a **SEVERE INJURY** (Cal. Food and Agric. Code §§ 31602 and 31064); or

(c) A dog or animal which, when unprovoked, has bitten, inflicted injury or otherwise caused injury attacking a domestic animal. (See Cal. Food and Agric. Code § 31602.)

SECURE ENCLOSURE. A kennel, pen or structure with secure sides and a secure, attached top. The kennel or pen shall be constructed in a manner so that it cannot be broken down by any action of the confined animal. All structures used for confinement of a vicious animal must be locked with a key or combination lock of sufficient strength to ensure confinement of the animal. The structures must be erected on a secure bottom or floor constructed of concrete or other material sufficient to prevent the animal from digging free. A vicious animal enclosed in a house, apartment, building or similar structure is allowed only where the windows and doors of the structure are secured to prevent the animal from exiting without the assistance of the owner or other person in control. (See also Cal. Food and Ag. Code § 31605.)

SEVERE INJURY. A physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery. (See Cal. Food and Agric. Code § 31604.)

VICIOUS DOG OR ANIMAL. Any of the following, as determined by the city:

(a) A dog or animal seized under Cal. Penal Code § 599aa and upon the sustaining of a conviction of the owner under Cal. Penal Code § 597.5;

(b) A dog or animal which, when unprovoked, in an aggressive manner inflicts severe injury on or kills a person or a domestic animal;

(c) A dog or animal previously determined to be and currently listed as a potentially dangerous dog or animal which, after its owner has been notified of this determination: continues the behavior described as a potentially dangerous dog or animal; or is not kept indoors or secured on the owner's property. Here, **SECURED** means contained within a fence or structure suitable to prevent the entry of young children and to confine a potentially dangerous or vicious dog or animal, designed to prevent the animal from escaping. (See Food and Agric. Code §§ 31603, 31641, 31642 or 31643.)

(C) Other definitions in § [6-1.102](#) also apply unless the context indicates or requires a different meaning.

(Ord. 2083-C-S, passed 4-8-14)

§ 6-1.802 SEIZURE AND IMPOUNDMENT.

If upon investigation the Animal Control Supervisor or law enforcement officer determines that probable cause exists to believe a dog or animal poses an immediate threat to public safety, then the Animal Control Supervisor or law enforcement officer may seize and impound the animal pending the opportunity for hearing under this section. (See Cal. Food and Agric. Code § 31625.) The animal's owner is liable to the city for the fees and costs of keeping the animal if it is determined to be potentially dangerous or vicious. At the Supervisor's discretion, the animal may be quarantined on the owner's property in an approved enclosure. (See Cal. Food and Agric. Code § 31605 regarding enclosure. See also definitions at § [6-1.801\(B\)](#).) (See § [6-1.705\(A\)](#) regarding fees and costs.) (Ord. 2083-C-S, passed 4-8-14)

COPY



CITY OF ANTIOCH
Clerk's Department

SEP 18 2024

Decision Appeal Application

RECEIVED

CITY OF ANTIOCH ATTN: CITY CLERK P.O. BOX 5007 ANTIOCH, CA 94531-5007 (925) 779-7009		
Date of Decision: SEPT 4, 2024		
Name: ANDREW SCHOOLER		
Property Address: [REDACTED] W. 4TH ST ANTIOCH, CA 94509		
Mailing Address: SAME		
Home Phone: ()	Work Phone: ()	Cell Phone: [REDACTED]
Email: [REDACTED]		
REASON FOR APPEAL		
SEE ATTACHED		
Signature [REDACTED]		Date 9/18/24

***PLEASE NOTE:** A \$50.00 Board of Administrative Appeals Fee is also due when filing your appeal as per our City of Antioch's Master Fee Schedule located on our City's Website under the following link: Master Fee Schedules – City of Antioch, California (antiochca.gov).

ANTIOCH POLICE DEPARTMENT

Brian Addington, Chief of Police



September 4th, 2024

Andrew Schooler
[REDACTED] W 4th St
Antioch, CA 94509

RE: Vicious Dog Declaration

- “Cazz” A148621 BLACK N PIT BULL MIX

Dear Mr. Schooler:

Your dog, “Cazz” has been found to be in violation of **Antioch Municipal Code § 6-1.801 Vicious Dog** based on an incident that occurred on August 23rd, 2024.

(b) A dog or animal which, when unprovoked, in an aggressive manner inflicts severe injury on or **kills a person or a domestic animal**

Accordingly, Antioch Animal Services, a division of the Antioch Police Department, has determined that there exists probable cause that your dog is “**Vicious**” under Article 8 of Chapter 1 of Title 6 of the Antioch Municipal Code and Article 2 of Chapter 9 of the California Food and Agricultural Code.

You have three mutually exclusive options now that your dogs have been declared as “**Vicious**” which are described in more detail on the following pages:

1. By 4:30 p.m. on September 18th, 2024 surrender the dog to Antioch Animal Services; or
2. By 4:30 p.m. on September 18th, 2024, sign the “Vicious Animal Declaration: Terms and Conditions Agreement,” pay the outstanding fees, and comply with all of the terms and conditions in order for the dogs to be returned to you. A copy of this agreement has been enclosed; or
3. By 4:30 p.m. on September 18th, 2024, file all papers and pay fees to appeal the determination that your dogs are potentially dangerous animals. The dogs will remain at Animal Services until the Board of Administrative Appeals renders its decision.

Your failure to choose one of these three options by 4:30pm on September 18th, 2024 will result in your dog being deemed to have been surrendered to the City of Antioch. Your dog will be humanely euthanized and you will be billed for all fees due.

300 L Street, Antioch, CA 94509
Phone: (925) 779-6989 / Fax: (925) 779-6992
<https://www.antiochca.gov/police/animal-services/>

ANTIOCH POLICE DEPARTMENT



Brian Addington, Chief of Police

Additional boarding fees will be due for every day your dog is held at the Antioch Animal Shelter pending the outcome of the hearing with the Board of Administrative Appeals. Boarding fees will be charged from the date of impoundment through to the hearing date if the Board of Administrative Appeals denies your appeal.

It is possible for the \$450.00 Dangerous Animal Investigation Fee to be deferred until the Board of Administrative Appeals makes a decision. However, for deferment, you must submit a Hardship Waiver Application with the required supporting documentation to the City Clerk's Office for review. If the hardship waiver is not approved, you must pay the \$450.00 fee at the time of filing your appeal.

Should you have any questions concerning this matter, please feel free to contact Antioch Animal Services at (925) 779-6989. Animal Services is open to the public Tuesday through Saturday 10am to 5:00pm.

Please check the City's website: <http://www.antiochca.gov/police/animal-services/> or call Animal Services regarding any holiday closures.

Respectfully,

Catriona Cottle
Acting Animal Services Manager
Antioch Police Department
Animal Services Division
300 L Street
Antioch, CA 94509
925-779-6989

Issued by: _____

Enc.: Potentially Dangerous / Vicious Animal Declaration Terms and Conditions
Hardship Waiver Application
Kennel Design

Andrew J. Schooler
[REDACTED] W 4th St.
Antioch, CA 94509
[REDACTED]

To the Antioch Board of Administrative Review:

I am writing to you today on behalf of myself and my dog, Cazz, to provide evidence that he is not a vicious animal as alleged. I have provided in this packet several character reference letters from our immediate neighbors, some of them long-time residents of Antioch. I have provided documentation of Cazz's status as a service animal provided to me by the Department of Veterans' Affairs. I have written and signed a factual testimony of the incident in question. I will refer to these supplementary documents in this letter, which will serve as my subjective plea to the Board to appeal the Vicious Dog designation for Cazz.

Cazz is beloved by everyone who meets him. He is gentle and loving with children, adults, and is incredibly social with all of the dogs on our regular trips to Koda dog park. The supplemental letters provided also reveal his demeanor to be calm and affectionate.

I adopted Cazz a little over three years ago through the Veterans' program at Animal Rescue Foundation. I am a veteran of the United States Marine Corps [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] I have a degree as an engineer and am a local small business owner.

Cazz [REDACTED] He has been by my side [REDACTED]

[REDACTED] He kept me on the right side [REDACTED] He is my best friend, and although I see the need for a Vicious Dog status in certain cases, I believe that he is absolutely an exception to the letter of the law in this case.

As stated, I am a small business owner. I build custom furniture when I am able but have not taken on a contract since early this year due to some physical issues. [REDACTED]

[REDACTED] I am frankly appalled at the lack of due process that has resulted in substantial fees already. The financial pressure on me to simply allow my dog to be declared vicious or risk his life seems like a sweet legal form of extortion, if you want my Yelp review. Regardless of my take on this bureaucracy, I cannot sustain such fees and insurances and renovations that would be required if my dog is deemed vicious. I urge you to take this into consideration along with the rest of the evidence in this case.

Although the incident of discussion is certainly regrettable, I believe that the actions taken by Cazz were those of pure animal instinct, and not those of a vicious animal. As outlined in my statement of events, the cat did attack first after the presence of my dogs had startled it. Cazz is a gentle and loving dog, but in that moment a natural instinct was provoked. The way he shook the cat is the same way he whips a toy around while playing. He is a good dog. A vicious dog would have a really tough time getting even one reference letter for this appeal. My neighbors sprung to help as soon as they were informed of the situation because he is not vicious.

I hope that I have given reason in this packet to appeal the letter of the law for the case involving my dog, Cazz. I will summarize my points below:

- **Cazz is not vicious; his natural instincts were provoked.**
- **Cazz is a service animal and provides invaluable support to a disabled veteran.**
- **This designation, if applied, would cause severe financial hardship.**

I urge the Board to clear Cazz of the pending Vicious Dog designation.



9/18/24

Andrew J. Schooler

Andrew J. Schooler
[REDACTED] W 4th St.
Antioch, CA 94509
[REDACTED]

To the Antioch Board of Administrative Review:

The following letter will serve as my written testimony of an incident that occurred between my dog, Cazz, and a neighbor's cat on the morning of August 23, 2024.

I awoke around 6:30am on that Friday morning and took my dog to the empty lot adjacent to my property for their morning restroom visit. I had a guest at that time, and her dog came out with us also. I did not leash the dogs, since we had adhered to this routine every day for over two years. My dog and the visiting dog have performed this routine hundreds of times, always under my supervision, without incident until that morning.

As we entered the lot that morning and the dogs began to sniff around, Cazz must have startled a cat that was hiding there. The cat jumped from the bush and wrapped itself around Cazz's face. I ran toward them and was able to temporarily separate them. However, I was unable to stop both dogs at the same time; as I caught the other dog to keep him out of the fight, the cat and Cazz had re-engaged. Cazz caught the cat and had whipped his small body back and forth twice before I was able to get to him. I separated them again and herded both of my dogs back to my house and put them inside.

Upon returning to assess the situation, I found that the cat had already died. He was not breathing, and he had not moved from where I had separated the fight. This cat was not wearing a collar, so I determined that it must be a stray. I put the cat's body into a trash bag and into my garbage bin which was collected by the truck shortly after. I then rendered first aid to myself and to Cazz; I had sustained several bites, and Cazz had one severe bite to his ear.

I learned a few hours later that the cat had belonged to my neighbors, Cyndi and Charlie. I told Cyndi everything right then. She was understandably upset, and throughout that

day I spoke to her and other members of her family to inform them of what had happened and of my part in it. All conversations ended in a civil manner. My understanding is that this incident was reported to Antioch Animal Control almost two weeks later, not by Cyndi, but by a nearby neighbor that has no stakes in the situation.

I hereby sign that the above is true and complete to the best of my knowledge.

A solid black rectangular box redacting the signature of Andrew J. Schooler.

9/18/24

Andrew J. Schooler

Jun 10, 2021

TO WHOM IT MAY CONCERN:

RE: Andrew Schooler

This letter serves as verification of the need for a service animal. Andrew Schooler is currently receiving Readjustment Counseling Services through the Concord Vet Center and could benefit greatly from having a service animal to increase their functional capacity in society. A service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal are directly related to this individual's disability. Title II and Title III of the ADA includes defining a Psychiatric Service Dog as a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

Service animals are protected under federal law. Under the Fair Housing Amendments Act (FHAA) and the Air Carrier Access Act (ACAA), an individual who meets the proper criteria is entitled to a service animal to assist them with their life. The FHAA protects individuals by allowing their service animal to live with them (even when there are no pet policies in place). The ACAA protects individuals by allowing the service animal to fly with them in the cabin of an airplane (without having to pay any additional fees). Any dog can be a service animal, and do not have to be professionally trained. This Veteran is an appropriate candidate for a service animal. Andrew Schooler is a Veteran of the United States Military, has stable housing, and is participating in ongoing treatment. He has committed to the care, training, and provision of a safe and secure home environment for the natural lifespan of his dog as a service animal.

There are two questions that are permissible to ask a service animal handler: *"Is the dog a service animal required because of a disability?"* and *"What work or task has the dog been trained to perform?"* If you have any questions pertaining to accommodations of a service animal, you can direct your inquiries through the ADA information line at (800) 514-0301.

Sincerely,



Javeit "J.T." Bikul, LCSW 102011
Licensed Clinical Social Worker
Readjustment Counseling Therapist
Concord Vet Center

ANTIOCH POLICE DEPARTMENT



Brian Addington, Interim Chief of Police

Service Animal Affidavit

By affixing my signature to this affidavit, I hereby declare I fully understand that Section 365.7 of the Penal Code prohibits any person to knowingly and fraudulently represent himself or herself, through verbal or written notice, to be the owner or trainer of any canine licensed as, to be qualified as, or identified as, a guide dog, signal dog, or service dog, as defined in subdivisions (d), (e), and (f), respectively, of Section 365.5 of the Penal Code and paragraph (6) of subdivision (b) of Section 54.1 of the Civil Code, and that a violation of Section 365.7 of the Penal Code is a misdemeanor, punishable by imprisonment in a county jail not exceeding six months, by a fine not exceeding one thousand dollars (\$1,000), or by both that imprisonment and fine.

Print name: ANDREW SCHOLER

Owner signature: 

(2) Upon the death or retirement of an assistance dog, the owner or person in possession of the assistance dog identification tag shall immediately return the tag to Animal Control.

Valerie Randolph
[REDACTED] E Street
Antioch, CA 94509

To Whom it May Concern:

My name is Valerie Randolph, an Antioch resident since 2018. I am employed as a county mobile crisis clinician partnering with EMS to provide safety, resources, and support to the community. I am a proud dog owner, and since April 2023, I have walked my dog twice daily in the downtown Antioch/Rivertown area.

Since June 2023, my dog and I have become acquainted with our neighbors Cazz and Andrew. We started going for daily walks in Rivertown together. Over this period of time, my dog's closest buddy has become Cazz. The two dogs have spent countless mornings, afternoons and evenings together. Throughout all of these play dates, hikes at the Black Diamond mines, Koda Dog Park outings, and time spent at Andrew's or my residence, I have never witnessed Cazz acting aggressively to any living being. In fact, I have nothing but praise for Cazz's character.

I can attest to Cazz being more than a pet to Andrew, myself and some other neighbors through his ability to provide emotional support. I have also come to have an endearing friendship with Cazz, as he is a vital part of my daily routine. With first hand experience of Cazz's behavior and temperament, he is far from a vicious dog. To illustrate my observations of Cazz's demeanor, when my dog and I are approaching Andrew's home, Cazz would be either sunbathing in the dirt, splooting in the living room/front porch, or napping on the couch.

The event that happened in the empty lot behind Andrew's property was awful and unfortunate. Upon reading the Antioch municipal code section 6-1.801, I understand how the event qualifies. Although, with knowing Cazz as closely as I have had the pleasure to, the dangerous animal designation is inappropriate for Cazz and I hope that you are able to take this letter into consideration of this appeal application.

If you have any questions, please feel free to contact me.

Warmly,

[REDACTED]

9/17/24


Valerie Randolph
[REDACTED]

09/06/24

To whom it may concern ,

I, Delia Sousa, and my husband, Justin Simmons, and my 6 year old daughter Mariana have known Drew and Cazz for a few years. We come to visit my father in law Jeffrey Kristich, nextdoor to Drew and Cazz, almost every Saturday and Sunday . Cazz always comes over to visit with us, he will walk over with his beautiful smile (literally smiling). Cazz is one of the most loving, gentle, calm dogs I have ever met . Drew will let Cazz come over and spend time with us, Cazz will just sit and hang out so peacefully with us. Even when other dogs come by or a squirrel or even my father-in-law's dog, Bobo, comes over and is loud, Cazz won't even flinch. Cazz is so sweet. My daughter loves him; he loves belly rubs and hugs and kisses. I have never seen any type of aggressive behavior from Cazz. I completely trust Cazz around my family. Cazz never just wanders off, he sits next to us just relaxing, Cazz would never wander off where we couldn't see him. Whenever we are leaving and we tell him "ok Cazz, it's time to go home" he listens and follows us to his home where Drew comes to get him. If Drew has to go somewhere and calls Cazz to go with him, Cazz walks to Drew with no problem. Cazz is a great dog great with kids and people. He's well behaved and a good listener. Cazz is so gentle. He truly is a man's best friend, I love Cazz, my daughter loves Cazz, anyone who meets Cazz will fall in love with him. He is the best dog, and Drew is a great dog owner.

Sincerely ,

Delia Sousa 


Justin Simmons 


Jeff Kristich 



September 6, 2024

City of Antioch, California

Animal Control Department

Re: An Investigation of the death of a cat by a dog.

My name is Susan Welch and I live at [REDACTED] W 4th Street in the downtown area of Antioch. I am a retired registered nurse and worked for over thirty years in hospitals, with most of that time in emergency services. I have years of experience evaluating people in stressful situations.

I live across the street from Andrew Schooler and his dog Cazz. They have lived in close proximity to my house for many years and I have observed the relationship between them for all of those years. Cazz is Andrew's service animal and my understanding is that he was provided to him by the Veterans Administration following his time on active duty in the Marines.

I just became aware of the event that occurred between Andrew, Cazz and a cat, that you are investigating. My first thought was that this did not fit with my knowledge of how Cazz behaves. He has always been calm, and well behaved as you would expect of a service animal. When other animals or people walk by his house he does not react or even really look interested. He does not bark or even attempt to visit with them. It's like keeping an eye on Andrew is his primary job. His behavior when on walks is much the same. He is always on a leash and walks appropriately, no pulling or crossing in front of Andrew as most dogs do. If someone tries to pet him he is cooperative and friendly. Andrew walks him frequently and the behavior is always the same, no

aggression to anything, even cats, and he never even attempts to change the direction of the walk.

Following the incident Andrew discovered that the cat probably belonged to a person on the next street. She is understandably upset but also partially responsible. Her responsibility is a result of the fact that she did not attempt to protect her pet by keeping it within her home. We are on the banks of the San Joaquin river and people are constantly dropping off their unwanted cats along the rivers edge. These animals then need to keep themselves alive among the feral cats that are already there. Because of this the owner of the cat should have known that her cat was potentially in danger if left outside of her home.

Hopefully you have already discovered that you are incorrectly attempting to protect the public from a well trained service dog. The very expensive requirements and fines that you are considering are not within most people's budgets, but especially so for someone who is recovering from a stress related war disorder that occurred while he was in the military. I am sure that if Andrew had been blind and Cazz was his service animal you would have dealt with the situation differently.

Hopefully during your investigation, you realize that the situation is not as it originally appeared and adjust the punishment.

Sincerely,

[REDACTED]

Susan Welch

[REDACTED]

September 5, 2024

City of Antioch, CA

Animal Control Department

We are writing this letter in support of our neighbor Andrew Schooler, regarding an incident involving a mutual combat encounter between Andrew's support dog (Cazz) and a cat that frequently roams through neighborhood properties. Unfortunately this encounter did not end well for the cat in question.

We have known Andrew since he purchased the house across the street from us about three years ago. He is a good man and a very good neighbor, but more importantly, he is a good and conscientious dog owner. He walks Cazz through the neighborhood at least twice a day and always has his dog on a leash which seems to be a rare practice in the downtown area. We know his dog well and we sometimes take care of Cazz when Andrew is on an errand. Cazz is very well behaved and gentle. He has never growled nor even made a menacing move towards a stranger or children reaching out to pet him. It was an unfortunate circumstance that the cat jumped out in front of Cazz's face but in a lunge of self-defense and instinct, Cazz reacted in a manner that one would expect any animal to do. Cazz is not only a pet but a necessary companion in

Andrew's life as a retired combat veteran. Cazz functions as a vital service animal to a deserving veteran of our Armed Forces. We ask that you reconsider your decision to brand Cazz as either dangerous or vicious to the community, as this dog has nothing in common with those labels. Likewise, the remedies that are pending for Mr. Schooler are far beyond his financial capabilities as a pensioned disabled veteran.

We both are older citizens of Antioch who have had dogs in our life for all of our years. We know good dogs from bad, gentle dogs from vicious dogs. Cazz is one of the good ones!

Respectfully, Donald & Joette Bright, [REDACTED] West 4th St. Antioch, CA.

Phone: [REDACTED]

[REDACTED]

CITY OF ANTIOCH - CITY CLERKS DEPARTMENT
CSR'S PAY SHEET

NAME: Andrew Schooler

DATE: 9/18/24

TRAN	ACCOUNT CODE	DESCRIPTION	AMOUNT
137	100-1250-47010	RETURNED CHECK CHARGE	_____
171	100-5140-46020	CODE ENFORCEMENT CITATIONS	_____
176	214-3320-42020	ANIMAL CITATIONS	<u>695.00</u>
177	100-3160-46025	POLICE DEPT CITATIONS	_____
900	100-1140-47010	FPPC COPY CHARGE (10 ¢ per page)	_____
900	100-1140-47010	ADMINISTRATIVE APPEAL FEE (\$50 per appeal)	<u>50.00</u>
900	100-1140-47010	CANDIDATE STATEMENT	_____
900	100-1140-47010	CANDIDATE FILING FEE (\$25)	_____
TOTAL			<u>\$ 745.00</u>

PREPARED BY Vanessa Rosales

NOT VALID UNLESS VALIDATED

CITY OF ANTIOCH
(925) 779-7055
www.antiochca.gov

DATE : 9/18/2024 2:52 PM
OPER : ACJ
TKBY : Amanda Johnson
TERM : 1
REC# : R02180574

900.0000 TRUE MISC RECEIPTS 50.00
ANDREW SCHOOLER 9/18/24 50.00
Miscellaneous Revenue 50.00
100-114047010 -50.00

176.0000 ANIMAL Citation fees 695.00
ANDREW SCHOOLER 9/18/24 695.00
Citation - Animal Services 695.00
214-332046020 -695.00

Paid By:ANDREW SCHOOLER 9/18/24
4-CC 745.00AUTH:681963

APPLIED 745.00
TENDERED 745.00

CHANGE 0.00

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the user.



XXXXXXXXXXXX8753
Entry Mode: CHIP READ
CVM:

EMV Details:
AC: 2E41120CFBF18C33
ATC: 0122
AID: A0000000031010
TVR: 8080008000
TSI: 6800