

STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO

FILED
SECOND JUDICIAL DISTRICT
2008 NOV 14 PM 4:01

KENDRA GOERS

Juanita M. Duran

BAT WORLD SANCTUARY, a
Non-Profit Corporation,

vs.

No: CV 2008-11394

NO

TALKING TALONS YOUTH LEADERSHIP, a
Non-Profit Corporation

**SECOND AMENDED COMPLAINT FOR BREACH OF CONTRACT,
INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE, AND ATTORNEY'S FEES**

Plaintiff, for its Second Amended Complaint, states:

1. Plaintiff is a non-profit corporation established in the State of Texas for the purpose of providing worldwide rescue and sanctuary services for bats. Plaintiff does, and at all times material hereto, did business in the State of New Mexico.
2. Defendant is a Domestic Non-Profit Corporation with its primary place of business in Bernalillo County, New Mexico.
3. The parties acted through their authorized officers, directors, employees, volunteers, or agents at all times material to the allegations made in this complaint.
4. The Second Judicial District Court for the State of New Mexico has jurisdiction over the parties named in this complaint, as well as the subject matter raised therein.
5. Venue is proper in Bernalillo County, New Mexico.
6. Plaintiff's complaint arises out of a written contract entered into by the parties on November 5, 2004, a copy of which is attached hereto as Exhibit 1, and incorporated herein, whereby Plaintiff loaned 52 bats to Defendant for educational purposes, in exchange for Defendant's promise to follow stated guidelines for welfare of the bats.

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7. Defendant breached Paragraph No. 2 of the parties' contract by failing to provide proper food, housing, and daily enrichment for the bats.

8. Defendant breached Paragraph 3 of the contract by failing to adhere to the American Sanctuary Association code of ethics for animals held in captivity.

9. Defendant breached Paragraph 5 of the contract by failing to neuter any male bats born of the bats originally loaned by Plaintiff.

10. Defendant breached Paragraph 7 of the contract by failing to promptly apprise Plaintiff of the death of bats loaned to Defendant, by failing to provide necropsies, and by failing to provide details of all necropsies to Plaintiff.

11. Paragraph 9 of the contract provides that Plaintiff may repossess the bats if, in Plaintiff's opinion, any provision of the contract is being violated.

12. Defendant violated Paragraph 9 by failing to return the bats to Plaintiff upon demand.

REQUEST FOR INJUNCTIVE RELIEF

Plaintiff incorporates Paragraphs 1-12, herein.

13. Upon information and belief, some of the bats loaned by Plaintiff to Defendant recently died due to the cold conditions in which they are kept by Defendant. An order enjoining Defendant from continuing to keep the bats loaned to it by Defendant, and requiring Defendant to immediately return the bats to Plaintiff is necessary in order to prevent Plaintiff and the bats from suffering irreparable harm.

14. It was necessary for Plaintiff to retain an attorney for the return of the bats, and Plaintiff is therefore entitled to an award of attorney's fees pursuant to Paragraph 9 of the contract.

WHEREFORE Plaintiff requests judgment against Defendant, as well as the

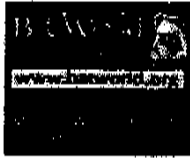
following relief:

- A. An order enjoining Defendant from continuing to keep the bats loaned to it by Plaintiff;
- B. The immediate return of all bats loaned by Plaintiff to Defendant, as well as all progeny of those bats;
- C. Detailed information on the death of each bat loaned by Plaintiff to Defendant, including, but not limited to all necropsies;
- D. Attorney's fees; and,
- E. Costs incurred in the prosecution of this case.

Respectfully submitted by:



Gregory Gahan
Attorney for Plaintiff
1400 Central Ave. SE
Suite 2000
Albuquerque, NM 87106
Tel. No. (505) 764-2629
Fax No. (505) 998-6628



Bat World Sanctuary WELFARE/LOAN AGREEMENT

The undersigned parties representing the institutions listed below agree to the following transaction.

Loaner of Animals: Bat World Sanctuary, Mineral Wells, TX

Recipient of Loaned Animals: Talking Talons Youth Leadership, Tijeras, NM

Species	Sex	Number of Each
<i>Roussetus aegyptiacus</i> : Egyptian fruit bat	F	15
<i>Roussetus aegyptiacus</i> : Egyptian fruit bat	M	1
<i>Artibeus jamaicensis</i> : Jamaican fruit bat	F	15
<i>Artibeus jamaicensis</i> : Jamaican fruit bat	M	1
<i>Antrozous pallidus</i> : Pallid Bat	Mixed	10
<i>Eptesicus fuscus</i> : Big brown bat	Mixed	10
<i>Tadarida brasiliensis</i> : Mexican free-tail bat	Mixed	10

- 1) Bat World Sanctuary has loaned the above specimens for the sole purpose of education.
- 2) Talking Talons Youth Leadership agrees to provide the proper food, housing, daily enrichment and veterinary care for the above specimens. Unless otherwise approved, flight cages must be provided in the following sizes according to the species being housed. Fruit bats: 15 feet by 20 feet by 7.5 feet or larger. Insectivorous bats: 10 feet by 12 feet by 7.5 feet or larger.
- 3) Talking Talons Youth Leadership will adhere to the American Sanctuary Association code of ethics for animals held in captivity.
- 4) In the event that any fruit bats on loan produce offspring, Talking Talons Youth Leadership agrees to neuter any male bats that may be born to prevent further breeding. All prodigy born to either the fruit bat or the insectivorous bat specimens listed above become the property of Bat World Sanctuary.
- 5) Talking Talons Youth Leadership agrees not to sell, loan or give away any specimens on loan or any of their offspring.
- 6) Talking Talons Youth Leadership agrees to provide either a written or verbal report, upon request, on the health and general condition of the animals.
- 7) In the event of serious disease, injury or death, Talking Talons Youth Leadership will promptly appraise Bat World Sanctuary of the condition and will consult with Bat World Sanctuary. In the event of the death of any specimens, Talking Talons Youth Leadership will provide a necropsy at their expense and provide full details of the necropsy to Bat World Sanctuary.
- 8) This agreement will remain effective for the lifetime of the specimens on loan or any of their offspring that may be born to said specimens on loan.
- 9) Talking Talons Youth Leadership agrees that, without liability, Bat World Sanctuary or any representative of Bat World Sanctuary may investigate Talking Talons Youth Leadership to evaluate the conditions in which the bats are being kept and may take possession of the bats if in the opinion of Bat World Sanctuary that the bats are being improperly housed, receiving less than adequate care, or if any other condition of this contract is being or has been violated. If Talking Talons Youth Leadership refuses to return said animals upon demand, Talking Talons Youth Leadership agrees to pay reasonable attorney's fees in the event an attorney is consulted or if suit is brought for the return of the bats. Talking Talons Youth Leadership acknowledges reading and understanding this contract and willfully accepts the terms outlines in this legally binding agreement.

Daniel Abram
Executive Director
Position

Talking Talons Youth Leadership

Bat World Sanctuary

Patricia Lopez
President
Position

Date: 11-5-2001

Date: Nov 5, 2001



**STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO**

**BAT WORLD SANCTUARY, a
Non-Profit Corporation,**

vs.

No: CV 2008-11394

**TALKING TALONS YOUTH LEADERSHIP, a
Non-Profit Corporation**

FILED
SECOND JUDICIAL DISTRICT COURT
BERNALILLO
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No

CATHY CHAVEZ

**FIRST AMENDED COMPLAINT FOR BREACH OF CONTRACT,
SPECIFIC PERFORMANCE, AND ATTORNEY'S FEES**

1. Plaintiff is a non-profit corporation established in the State of Texas for the purpose of providing worldwide rescue and sanctuary services for bats. Plaintiff does, and at all times material hereto, did business in the State of New Mexico.
2. Defendant is a Domestic Non-Profit Corporation with its primary place of business in Bernalillo County, New Mexico.
3. The parties acted through their authorized officers, directors, employees, volunteers, or agents at all times material to the allegations made in this complaint.
4. The Second Judicial District Court for the State of New Mexico has jurisdiction over the parties named in this complaint, as well as the subject matter raised therein.
5. Venue is proper in Bernalillo County, New Mexico.
6. Plaintiff's complaint arises out of a written contract entered into by the parties on November 5, 2004, a copy of which is attached hereto as Exhibit 1, and incorporated herein, whereby Plaintiff loaned 52 bats to Defendant for educational purposes, in exchange for Defendant's promise to follow stated guidelines for welfare of the bats.
7. Defendant breached Paragraph No. 2 of the parties' contract by failing to provide

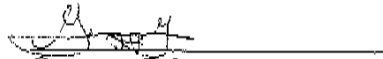
proper food, housing, and daily enrichment for the bats.

8. Defendant breached Paragraph 3 of the contract by failing to adhere to the American Sanctuary Association code of ethics for animals held in captivity.
9. Defendant breached Paragraph 5 of the contract by failing to neuter any male bats born of the bats originally loaned by Plaintiff.
10. Defendant breached Paragraph 7 of the contract by failing to promptly apprise Plaintiff of the death of bats loaned to Defendant, by failing to provide necropsies, and by failing to provide details of all necropsies to Plaintiff.
11. Paragraph 9 of the contract provides that Plaintiff may repossess the bats if, in Plaintiff's opinion, any provision of the contract is being violated.
12. Defendant violated Paragraph 9 by failing to return the bats to Plaintiff upon demand.
13. It was necessary for Plaintiff to retain an attorney for the return of the bats, and Plaintiff is therefore entitled to an award of attorney's fees pursuant to Paragraph 9 of the contract.

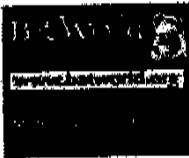
WHEREFORE Plaintiff requests judgment against Defendant, as well as the following relief:

- A. The immediate return of all bats loaned by Plaintiff to Defendant, as well as all progeny of those bats;
- B. Detailed information on the death of each bat loaned by Plaintiff to Defendant, including, but not limited to all necropsies;
- C. Attorney's fees; and,
- D. Costs incurred in the prosecution of this case.

Respectfully submitted by:



Gregory Gahan
Attorney for Plaintiff
1400 Central Ave. SE
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- 5) Talking Talons Youth Leadership agrees not to sell, loan or give away any specimens on loan or any of their offspring.
- 6) Talking Talons Youth Leadership agrees to provide either a written or verbal report, upon request, on the health and general condition of the animals.
- 7) In the event of serious disease, injury or death, Talking Talons Youth Leadership will promptly appraise Bat World Sanctuary of the condition and will consult with Bat World Sanctuary. In the event of the death of any specimens, Talking Talons Youth Leadership will provide a necropsy at their expense and provide full details of the necropsy to Bat World Sanctuary.
- 8) This agreement will remain effective for the lifetime of the specimens on loan or any of their offspring that may be born to said specimens on loan.
- 9) Talking Talons Youth Leadership agrees that, without liability, Bat World Sanctuary or any representative of Bat World Sanctuary may investigate Talking Talons Youth Leadership to evaluate the conditions in which the bats are being kept and may take possession of the bats if in the opinion of Bat World Sanctuary that the bats are being improperly housed, receiving less than adequate care, or if any other condition of this contract is being or has been violated. If Talking Talons Youth Leadership refuses to return said animals upon demand, Talking Talons Youth Leadership agrees to pay reasonable attorney's fees in the event an attorney is consulted or if suit is brought for the return of the bats. Talking Talons Youth Leadership acknowledges reading and understanding this contract and willfully accepts the terms outlined in this legally binding agreement.


 Talking Talons Youth Leadership

Daniel Abram
 Executive Director
 Position


 Bat World Sanctuary
 President
 Position

Date: 11-5-2001

Date: Nov. 5, 2001



STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

BAT WORLD SANCTUARY, a
Non-Profit Corporation,

Plaintiff,

v.

No. CV-2008-11394

TALKING TALONS YOUTH LEADERSHIP, a
Non-Profit Corporation

Defendant/ Third-Party Plaintiff,

v.

DANIEL ABRAM, an individual.

Third-Party Defendant.

**DEFENDANT'S ANSWER TO SECOND AMENDED COMPLAINT
AND THIRD-PARTY COMPLAINT FOR BREACH OF CONTRACT,
FRAUDULENT MISREPRESENTATION AND EQUITABLE INDEMNIFICATION**

For its Answer to the Second Amended Complaint (hereafter, "Complaint"), Defendant Talking Talons Youth Leadership states:

FIRST DEFENSE

1. In response to paragraph 1 of the Complaint, Defendant admits that Plaintiff is a non-profit corporation established in the State of Texas and doing business at all material times in the State of New Mexico. Defendant is without knowledge to form a belief as to the truth of the remaining allegations in paragraph 1, and therefore denies the same.

2. Defendant admits the allegations contained in paragraph 2 of the Complaint.

3. In response to paragraph 3 of the Complaint, Defendant denies acting through its authorized officers, directors, employees, volunteers, or agents with respect to the allegations

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SHANNON HUGHES
on 3rd Party

LUCY SOLIS

contained in the Complaint. Defendant affirmatively states that Daniel Abram was the Executive Director / Program Coordinator of Talking Talons Youth Leadership during the times relevant to the allegations contained in the Complaint and, as such, was subject to the terms of his employment contract with Defendant. Pursuant to the express terms of his employment contract with Talking Talons Youth Leadership, Abram was prohibited from entering into any contract without the express written authority of the Board of Directors. Abram never requested and never received the express written authority of Talking Talons Youth Leadership's Board of Directors to enter into the Welfare/Loan Agreement that is the subject of this lawsuit. Defendant is without knowledge to form a belief as to the truth of the remaining allegations in paragraph 3, and therefore denies the same.

4. Defendant admits the allegations contained in paragraph 4 of the Complaint.

5. Defendant admits the allegations contained in paragraph 5 of the Complaint.

6. In response to paragraph 6 of the Complaint, Defendant denies entering into a written contract with Plaintiff on November 5, 2004, November 5, 2001, or at any other time. Defendant affirmatively states that on or about January 19, 2002, it was gifted 10 Jamaican fruit bats and 5 Egyptian fruit bats from Bat World Sanctuary. In addition, on or about July 27, 2001, Defendant was gifted 3 insect bats ("Red bats") from Bat World Sanctuary. On December 12, 2007, Defendant transferred 11 Jamaican fruit bats and 9 Egyptian fruit bats to Bat World Sanctuary and on March 17, 2008, Defendant transferred 8 Jamaican fruit bats and 15 Egyptian fruit bats to Bat World Sanctuary. Defendant denies the remainder of the allegations contained in paragraph 6 of the Complaint.

7. Defendant denies the allegations contained in paragraph 7 of the Complaint.

8. Defendant denies the allegations contained in paragraph 8 of the Complaint.

9. Defendant denies the allegations contained in paragraph 9 of the Complaint.

10. Defendant denies the allegations contained in paragraph 10 of the Complaint.

11. Paragraph 11 of the Complaint calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained in paragraph 11 of the Complaint.

12. Paragraph 12 of the Complaint calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained in paragraph 12 of the Complaint.

13. Defendant denies the allegations contained in paragraph 13 of the Complaint.

14. Paragraph 14 of the Complaint calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained in paragraph 14 of the Complaint and affirmatively states that the parties never entered into a binding, legally enforceable contract.

15. Defendants deny that Plaintiff is entitled to any of the relief requested in paragraphs A, B, C, D, and E that follow paragraph 14 of the Complaint.

16. Defendants deny each and every allegation of the Complaint not expressly admitted herein.

SECOND DEFENSE

17. As a further, separate, and alternative defense, Defendant states that Plaintiff's Complaint is barred, in part, for lack of consideration.

THIRD DEFENSE

18. As a further, separate, and alternative defense, Defendant states that the Complaint fails, in whole or in part, to state a claim upon which relief may be granted.

FOURTH DEFENSE

19. As a further, separate, and alternative defense, Defendant states that the proximate cause, or at least a contributing proximate cause, of Plaintiff's alleged damages was the fault or negligence of Plaintiff or a third party for whose conduct Defendant is not responsible, and any recovery that might otherwise ensue must either be barred or reduced accordingly by application of the principles of comparative fault.

FIFTH DEFENSE

20. As a further, separate, and alternative defense, Defendant states Plaintiff's damages, which are denied, must be offset by amounts that Plaintiff owes to Defendant.

SIXTH DEFENSE

21. Defendant reserves the right to raise any defenses, cross-claims or counterclaims as may be available upon facts to be developed in discovery and/or applicable substantive law and to amend their Answer.

WHEREFORE, having fully answered the Complaint, such Complaint should be dismissed with prejudice or judgment entered for Defendant together with an award of costs, expenses, and attorneys' fees, and such other and further relief as the Court deems just and proper.

**THIRD PARTY COMPLAINT FOR BREACH OF CONTRACT,
FRAUDULENT MISREPRESENTATION AND EQUITABLE INDEMNIFICATION**

For its Third-Party Complaint against Third-Party Defendant Daniel Abram ("Abram"), Defendant / Third-Party Plaintiff Talking Talons Youth Leadership ("Talking Talons") states:

PARTIES, JURISDICTION AND VENUE

1. Talking Talons is a non-profit domestic corporation with its principal place of business in Tijeras, New Mexico.

2. Third-Party Defendant Daniel Abram ("Abram") is a resident of Bernalillo County, New Mexico.

3. The Court has subject matter jurisdiction over the Third-Party Complaint and personal jurisdiction over the parties.

4. Venue is proper in this Court.

GENERAL FACTUAL ALLEGATIONS

5. From approximately January 1, 1998 to January 16, 2008, Abram was Executive Director/ Program Coordinator for Talking Talons Youth Leadership.

6. During his tenure with Talking Talons, Abram was employed pursuant to the terms and conditions of an employment contract.

7. Abram's original employment contract was executed on January 15, 1998. This contract was subsequently replaced and renewed on May 6, 2002.

8. The employment contract executed in 1998 contained the following provision:

Powers. The employee may not enter into any contract or incur any expenses obligating TTYL funds or otherwise bind TTYL in any way without the written authority of the TTYL Board of Directors or any individual director empowered by the Board to act in its behalf. Any contracts that the employee enters without this written authorization will not be binding on TTYL.

(Relevant excerpt attached hereto as Exhibit A).

9. The May 6, 2002 contract contained an identical provision. (Relevant excerpt attached hereto as Exhibit B).

10. Pursuant to the express terms of Abram's 1998 and 2002 employment contracts with Talking Talons, Abram was prohibited from entering into any contract or otherwise binding Talking Talons without written authority.

11. Abram never sought written authority from the Talking Talons Board of Directors or any individual director to enter into a Welfare/Loan Agreement with Bat World Sanctuary.

12. Abram did not obtain written authority from the Talking Talons Board of Directors or any individual director to enter into a Welfare/Loan Agreement with Bat World Sanctuary.

13. In 2001, Abram represented to the Talking Talons Board of Directors that the bats Talking Talons received from Bat World Sanctuary were transferred to the organization with no expectation of Bat World retaining ownership and that no documentation concerning the transfer was ever executed.

14. In 2004, after a personal relationship between Abram and Amanda Lollar, President of Bat World Sanctuary ("Bat World") ended, a dispute arose between the two concerning the piercing of bats and Lollar subsequently demanded that Abram to return the bats previously sent to Talking Talons. At this time, Abram once again represented to Talking Talons Board of Directors that the bats received from Bat World Sanctuary were transferred to the organization with no expectation of Bat World retaining ownership and that no documentation concerning the transfer was ever executed.

15. In fact, in a communication transmitted to Lollar on September 24, 2004 and shared with the Talking Talons Board of Directors, Abram stated that he considered the bats a gift. Abram also indicated that he and Lollar should have put together some official transfer of ownership or loan paperwork together, but they failed to do so as they were, at the time, engaged in a personal relationship.

16. Upon information and belief, Lollar and Abram reconciled at some point prior to the purported Welfare/Loan Agreement first surfacing.

17. Talking Talons had no knowledge, either express or implied, of the existence of any contractual agreement with Bat World until it received a letter from Bat World Sanctuary's attorney on October 15, 2008.

18. Bat World alleges herein, and Talking Talons denies, that Bat World and Talking Talons entered into a written contract on November 5, 2001; that Bat World agreed to loan Talking Talons 52 bats for educational purposes; that Daniel Abram executed the contract on behalf of Talking Talons; and, that Talking Talons would agree to pay reasonable attorney's fees in the event an attorney is consulted or if suit is brought for the return of the bats.

19. Bat World alleges herein, and Talking Talons denies, that it is entitled to the award of attorney's fees and costs pursuant to the November 5, 2001 contract that Daniel Abram allegedly executed on behalf of Talking Talons.

20. Talking Talons has incurred, and will continue to incur, substantial costs in defending Bat World's claims, including attorney's fees, investigation expenses, expert fees, and other costs.

COUNT I: BREACH OF CONTRACT

21. During his tenure with Talking Talons, Abram was employed pursuant to the terms and conditions of an employment contract executed on January 15, 1998. This contract was subsequently replaced and renewed on May 6, 2002.

22. During his tenure with Talking Talons, Abram was at all times contractually prohibited from entering into any contract or incurring any expenses obligating Talking Talons' funds or otherwise binding Talking Talons in any way without the written authority of the Talking Talons Board of Directors or any individual director empowered by the Board to act in its behalf.

23. On December 12, 2008, Abram represented that he signed a Welfare/Loan Agreement with Bat World Sanctuary on behalf of Talking Talons Youth Leadership. Abram never obtained the written authority of Talking Talons Board of Directors to enter into a Welfare/Loan Agreement with Bat World Sanctuary.

24. By signing the Welfare/Loan Agreement with Bat World Sanctuary on behalf of Talking Talons Youth Leadership Abram materially breached his employment contract with Talking Talons.

25. Talking Talons has incurred and will continue to incur damages, including but not limited to, continued attorney's fees and costs associated with Bat World's claims based on the contract Abram allegedly and improperly entered on behalf Talking Talons, and payment of any settlement or judgment obtained by Bat World.

COUNT II: FRAUDULENT MISREPRESENTATION

26. Abram represented to the Talking Talons Board of Directors in 2001 and again in 2004 that the bats Talking Talons received from Bat World were that the bats received from Bat World Sanctuary were transferred to the organization with no expectation of Bat World retaining ownership and that no documentation concerning the transfer was ever executed.

27. Abram's previous representation that he signed the Welfare/Loan Agreement with Bat World Sanctuary on behalf of Talking Talons Youth Leadership in November of 2001 shows that he was aware of the falsity of his representations at the time they were being made.

28. Abram's repeated representations that the bats were received from Bat World without any expectation of Bat World retaining ownership were made with the intent to deceive and induce Talking Talons Board of Directors to rely on the representation.

29. Talking Talons Board of Directors did in fact rely on the representations.

30. As a direct and natural consequence of Talking Talons' reliance on Abram's fraudulent representations, Talking Talons has incurred and will continue to incur damages, including but not limited to, continued attorney's fees and costs associated with Bat World's claims based on the contract Abram allegedly and improperly entered on behalf Talking Talons, and payment of any settlement or judgment obtained by Bat World.

COUNT III: EQUITABLE INDEMNIFICATION

31. Talking Talons has incurred and will continue to incur damages, including but not limited to, continued attorney's fees and costs associated with Bat World's claims based on the contract Abram allegedly and improperly entered on behalf Talking Talons, and payment of any settlement or judgment obtained by Bat World.

32. If Bat World proves its allegations against Talking Talons, then Talking Talons will be forced to incur damages as a direct result of Abram's improperly entering a contract on behalf Talking Talons.

33. Talking Talons is, therefore, entitled to equitable indemnification from Abram to the extent it is forced to incur damages as a result of his actions.

WHEREFORE, Third Party Plaintiff Talking Talons Youth Leadership respectfully requests that this Court enter judgment on the Third-Party Complaint in its favor, for relief to Talking Talons pursuant to all claims set forth within the Third-Party Complaint, for an award of costs, expenses, and attorneys' fees, and such other and further relief as the Court deems just and proper.

**MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.**

By: Julia Braggi for
Ryan Flynn
Attorneys for Defendant Talking Talons Youth
Leadership
Post Office Box 2168
Bank of America Centre
500 Fourth Street NW, Suite 1000
Albuquerque, New Mexico 87103-2168
Telephone: 505-848-1800

I HEREBY CERTIFY that a true
and correct copy of the fore-
going pleading was sent by certified mail to the
following individuals on this 9th day of January, 2009.

Gregory Gahan
1400 Central Avenue, SE
Suite 2000
Albuquerque, NM 87106

**MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.**

By: Julia Braggi for
Ryan Flynn

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EMPLOYMENT CONTRACT

This contract dated Jan 15, 1998, to begin Jan 1, 1998, is made between Talking Talons Youth Leadership, Inc., PO Box 2020, Tijeras, NM 87059 ("TTYL") and Daniel Abram, 55 Young Road, Tijeras, NM 87059 ("Abram").

I. Employment:

TTYL hereby employs Abram as Executive Director/ Program Coordinator and Abram hereby accepts such employment according to the terms and conditions of this contract.

II. Duties:

The duties of the position of Executive Director/ Program Coordinator are generally described as follows:

A. Establishes and determines, in conjunction with the Founder/ National Development Coordinator, and Board of Directors, major corporate and programmatic decisions, philosophy, mission and goals; delegates responsibility in the implementation of these. Develops direction of program, both under the existing format and under new formats to be developed by Abram working with the Board of Directors and Founder/ National Development Coordinator. Assumes ultimate responsibility for the day to day operation of the corporation and program components in accordance with prescribed policies and procedures. Oversees corporate matters including but not limited to financial, educational, staffing, program, fundraising, and volunteer management. Serves as ex-officio on the Board of Directors. Responsible for conduct of personnel matters, including selection, continuation and termination of personnel, and interviewing and training of employees. Responsible for implementation/ enforcement of company Policies and Procedures. Ensures compliance with relevant permits and licenses. Supervises employee and volunteer interaction with youth participants. Oversees and participates in programmatic activities, coordination and scheduling, and animal caretaking. Coordinates with Animal Supervisor in establishing procedures and direction of animal caretaking. Establishes personnel roles and responsibilities, and personnel structure. Maintains standards for personnel performance and service delivery. Oversees preparation of budgets and grant proposals. Acts as chief spokesperson for the organization locally, and as liaison between staff and the Board, and between clients, contractual personnel, volunteers and the Board. Establishes effective collaborative relationships with other appropriate agencies and relevant federal, state and local officials. Develops appropriate reports and data reflecting program progress, concerns, needs, results of audits and evaluations, and provides the Board with appropriate data. Develops and maintains methods whereby the corporation can best utilize its funds to carry out the corporate mission. Participates in public relations for overall growth and increased community/state awareness of the organization. Carries out supervisory

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responsibilities including appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

B. Additional duties: Abram shall perform such additional work as may be required by TTYL from time to time under the terms and conditions and according to the directions and instructions of TTYL, including training and certification in prevention.

C. Change of Duties: The duties of Abram may be changed from time to time without having any effect upon any other terms of this contract.

III. TTYL Rules and Regulations:

Abram agrees to abide by all rules and regulations of TTYL which are presently in force or which may be established during the term of this contract; including but not limited to those rules and regulations set forth in the Employee Handbook. Abram agrees to follow the directions of TTYL with respect to the methods used in performing his duties.

IV. Powers:

Abram may not enter into any contract or incur any expenses obligating TTYL funds or otherwise bind TTYL in any way without the written authority of the TTYL Board of Directors or any individual director empowered by the Board to act in its behalf. Any contracts which Abram enters into without this written authorization will not be binding on TTYL.

V. Conflict of Interest:

TTYL agrees that Abram may continue to engage in any paid or volunteer work to the extent to which such pursuits do not interfere or cause a conflict of interest with his employment by TTYL. Abram shall not promote the interests of any individual, group or organization adverse to the interests of TTYL during the course of his tenure or for five years thereafter. Future use of the name "Talking Talons", the concepts, principles, and format developed by the program would be interpreted as infringement.

VI. Place of Employment:

Abram's initial place of employment shall be the TTYL office, located at 11804A South Highway 337, Tijeras, NM and the various locations of the TTYL programs, animal housing locations, training sessions, and activities. TTYL may require that Abram work at such other places as TTYL may direct.



Talking Talons

Employment Contract

This contract renewal dated May 6, 2002, is made between Talking Talons Youth Leadership, Inc., PO Box 2020, Tijeras, NM, 87059-2020, and Daniel Stephen Abram, 55 Young Road, Tijeras, NM, 87059, (505) 281-6317. The following contract replaces that previously developed on January 15, 1998.

I. Employment

Talking Talons Youth Leadership (here forward "TTYL") hereby employs Daniel Abram (here forward "the employee") as Executive Director and Daniel Abram hereby accepts employment according to the terms and conditions of this contract. New Mexico is an "at will" employment state, which means that the employer or employees may terminate employment for any or no reason at any time. However, it is the philosophy of the corporation that both employer and employee should engage in a long-term professional relationship of mutual benefit. TTYL and the employee should make every possible effort to allow one month between the time of notification and actual date of termination of this contract.

II. Description of Duties

The duties of the position titled Executive Director are generally described as follows:

- a) Actively support the mission of TTYL as outlined in the corporation's Policies and Procedures within the organization and in the community. MISSION STATEMENT: To elevate youth to become effective advocates and ethical stewards of themselves, wildlife, and our environment.
- b) Establishes and determines, in conjunction with the Board of Directors, decisions regarding major corporate and programmatic functions, philosophical approaches, mission, organizational goals, staffing roles. Delegates responsibility in the implementation of these decisions.
- c) Assumes ultimate responsibility for day-to-day operations of the corporation, its facilities, and its programmatic components in accordance with the prescribed Policies and Procedures.
 - i) Sets standards for appearance and cleanliness of TTYL facilities and oversees the implementation of those standards
 - ii) Serves as curator for Conservation Museum exhibits and designs the layout of new exhibits
 - iii) Answers questions of staff and assists in problem solving. Makes daily decisions about service delivery, facilities maintenance, personnel issues, etc., with attention to the overall organizational situation



- iii) Works with local media to promote TTYL in newspapers, television and radio. Creates press releases and advertisements for general awareness and/or awareness of special projects or accomplishments
 - iv) Maintains collaborative relationships with schools and other youth development groups
- k) Oversees the care and rehabilitation of the captive wild animals needed to implement youth/community programs
- i) Develops effective strategies in the care, rehabilitation, enrichment and educational use of a variety of species
 - ii) Maintains all licenses, permits, and facility requirements associated with protected or government regulated species
 - iii) Reports use of educational animals as specified by regulatory agencies in a timely fashion
 - iv) Designs and builds appropriate animal enclosures (permanent, transportation, exhibition)
 - v) Provides ambulatory and/or long-term care for educational animals that require it; contacts local veterinarians or wildlife rehabilitators for guidance
 - vi) Maintains a nation-wide network of animal experts to assist in decision making surrounding the use and care of non-releasable wildlife
- l) Designs and produces the quarterly *Talon Talk* newsletter and the TTYL Annual Report
- m) Creates original artwork for the organization for promotional use
- n) Performs additional duties as directed by the TTYL Board of Directors.

The duties of the Executive Director may be changed at any time by the TTYL Board of Directors without having any effect upon the terms of this contract.

III. Rules and Regulations

The employee agrees to abide by all rules and regulations of TTYL which are presently in force or which may be established during the term of this contract; including but not limited to those rules and regulations set forth in the Employee Handbook. The employee agrees to follow the directions of TTYL with respect to the methods used in performing his duties.

IV. Powers

The employee may not enter into any contract or incur any expenses obligating TTYL funds or otherwise bind TTYL in any way without the written authority of the TTYL Board of Directors or any individual director empowered by the Board to act in its behalf. Any contracts that the employee enters into without this written authorization will not be binding on TTYL.

V. Conflict of Interest

TTYL agrees that the employee may continue to engage in any paid or volunteer work to the extent to which such pursuits do not interfere or cause a conflict of interest with his employment by TTYL. The employee shall not promote the interests of any individual, group or organization adverse to the interests of TTYL during the course of his tenure or for five years thereafter.