

1 intimately. And I can tell you without question if they
2 are put together in one group, within an hour there will be
3 serious, serious injuries to several of the animals. And
4 if there were no way to stop it, they would be dead. There
5 is just no question. Thank you.

6 THE COURT: Thank you, doctor.

7 It is now 20 to three at this point. I am going
8 to take a brief recess to organize my thoughts, and I will
9 reconvene at 3:15 to announce my decision. That might even
10 give everyone an opportunity to grab some semblance of a
11 late lunch.

12 (Short recess.)

13 THE COURT: This Court has considered the rather
14 thorough arguments of counsel that was supplemented in the
15 record by the statements of various witnesses with
16 pertinent knowledge, and I will analyze the issues before
17 me as follows.

18 First, the plaintiff raised the issue of standing.
19 The defendant did not believe it was an issue as such. But
20 to the extent that Ms. Anderson felt that it was an issue,
21 felt that the plaintiff did not have standing based on the
22 manner in which she distinguished the relevant cases. I
23 will consider the issue of standing first.

24 I think that distilled to its essence, the primary
25 issue of standing is whether there was an issue in fact.

1 Based on this Court's analysis, the possible injury in fact
2 that could have been suffered by Dr. Boysen was the right
3 to plan with respect to the placement of the chimps
4 pursuant to the memorandum of understanding.

5 The Court finds that she may have had under the
6 memorandum of understanding a right to have a voice, with
7 the other pertinent university officials who were
8 signatories to the MOU, to have a voice in where the chimps
9 were ultimately placed in the event that the triggering
10 event occurred, and the triggering event essentially was
11 whether it was determined that funds in the center's
12 accounts were insufficient to operate the center. In that
13 respect, she would have suffered an injury in fact.

14 The other injuries to which Dr. Boysen alluded
15 were far too speculative. For instance, she alleged an
16 injury in fact that can be characterized as separation
17 anxiety. She noted that she had been with the chimps for
18 ~~have been separated from them and suffered an injury were repeated~~555Vp
19
20 from them.

21 The Court finds that this argument lacks merit
22 because in negotiating the memorandum of understanding, the
23 plaintiff obviously contemplated the possibility of being
24 separated from the chimps. Dr. Boysen negotiated a
25 contract under the terms of which the chimps would be moved

1 to Chimp Haven in Shreveport, Louisiana. There was no
2 concomitant provision stating that if they were to be moved
3 to Shreveport, she would accompany them. So she apparently
4 contemplated in negotiating this MOU that she would be
5 separated from them upon the occurrence of certain events,
6 which obviously have occurred.

7 She has no property interest or no ownership
8 interest in eight of the chimps because there is no
9 evidence supporting such, and no evidence contradicting the
10 fact that eight of the chimpanzees were donated to the
11 comparative cognition project, which is an Ohio State
12 University entity. And it's a distinction without a
13 difference to say that because she was affiliated with the
14 project and/or ran the project, that when the chimps were
15 donated to the project, they were in fact donated to her
16 and not to the university. I think they were in fact
17 donated to the university and, therefore, she doesn't have
18 a proprietary interest in them.

19 She may have a proprietary interest in the one
20 chimpanzee that she purchased for which she has not been
21 reimbursed. And in that chimpanzee she may assert an
22 injury in fact and, hence, have standing. But because she
23 may have been conferred standing in the memorandum of
24 understanding in that she has some right to plan with
25 respect to the placement of the chimps and the fact that

