

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CENTRAL GARDEN & PET COMPANY

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

68-0275553
(I.R.S. Employer
Identification No.)

3697 Mt. Diablo Boulevard, Lafayette, California 94549
(Address of Principal Executive Offices)

Central Garden & Pet Company
2003 Omnibus Equity Incentive Plan
Non-Plan Nonemployee Director Stock Options
(Full Title of the Plans)

Glenn W. Novotny
Chief Executive Officer
Central Garden & Pet Company
3697 Mt. Diablo Boulevard, Lafayette, California 94549
(925) 283-4573
(Name, Address and Telephone Number, Including Area Code, of Agent For Service)

Copies to:

John F. Seegal, Esq.
Orrick, Herrington & Sutcliffe LLP
400 Sansome Street
San Francisco, California 94111-3143
(415) 392-1122

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount To Be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
2003 Omnibus Equity Incentive Plan				
Common Stock, par value \$.01 per share	2,500,000 shares	\$24.59(2)	\$61,475,000(2)	\$4,973.32
Non-Plan Nonemployee Director Stock Options				
Common Stock, par value \$.01 per share	3,709 shares	\$13.48(3)	\$49,997.32(3)	\$4.04
Total	2,503,709 shares		\$ 61,524,997.32	\$ 4,977.36

- (1) This Registration Statement shall also cover any additional shares of Common Stock which become issuable under the Plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the Registrant's outstanding shares of Common Stock.
- (2) Estimated in accordance with Rules 457(c) and 457(h) under the Securities Act solely for the purpose of calculating the registration fee on the basis of \$24.59 per share, the average of the high and low sale prices of the Common Stock on the Nasdaq National Market on June 4, 2003.
- (3) Pursuant to Rule 457(h)(1) under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price have been calculated on the basis of \$13.48 per share, the exercise price of the stock options.

This Registration Statement shall become effective immediately upon filing with the Securities and Exchange Commission, and sales of the registered securities will begin as soon as reasonably practicable after such effective date.

PART I

Item 1. Plan Information *

Item 2. Registrant Information and Employee Plan Annual Information *

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”), and the Note to Part I of Form S-8.

PART II

Item 3. Incorporation of Certain Documents by Reference

Central Garden & Pet Company (the “Registrant”) hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the “Commission”):

- (a) The Registrant’s Annual Report on Form 10-K (File No. 0-20242) for the fiscal year ended September 28, 2002;
- (b) The Registrant’s Current Report of Form 8-K (File No. 0-20242) filed on June 9, 2003;
- (c) All reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, since the end of the fiscal year covered by the Registrant’s latest annual report; and
- (d) The description of the Registrant’s Common Stock contained in the Registration Statement on Form 8-A filed with the Commission on March 30, 1993, including any amendment or report filed for the purpose of updating such information.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in a subsequently filed document which is also incorporated by reference herein modifies or supersedes such statement.

Item 4. Description of Securities

Inapplicable.

Item 5. Interests of Named Experts and Counsel

Inapplicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware (the “Delaware Law”) authorizes a Delaware corporation to indemnify officers, directors, employees and agents of the corporation, in connection with actual or threatened actions, suits or proceedings provided that such officer, director, employee or agent acted in

good faith and in a manner such officer reasonably believed to be in or not opposed to the corporation's best interests, and, for criminal proceedings, had no reasonable cause to believe his or her conduct was unlawful. This authority is sufficiently broad to permit indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act.

The Registrant's Restated Certificate of Incorporation, as amended, and By-Laws provide that its directors will not be liable to the Registrant or its stockholders for monetary damages for breaches of fiduciary duty, to the fullest extent permitted by law. This provision is intended to allow the Registrant's directors the benefit of the Delaware Law which provides that directors of Delaware corporations may be relieved of monetary liability for breaches of their fiduciary duty of care except under certain circumstances, including breach of the duty of loyalty, acts or omissions not in good faith or involving intentional misconduct or known violation of law or any transaction from which the director derived an improper personal benefit.

The Registrant has entered into separate indemnification agreements with each of its directors and executive officers, whereby the Registrant agrees, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers, to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified, and to obtain directors' and officers' insurance if available at reasonable terms. The Registrant currently maintains liability insurance for officers and directors.

Item 7. Exemption From Registration Claimed

Inapplicable.

Item 8. Exhibits

<u>Exhibit Number</u>	<u>Name</u>
5.1	Opinion of Orrick, Herrington & Sutcliffe LLP.
23.1	Independent Auditors' Consent.
23.2	Consent of Orrick, Herrington & Sutcliffe LLP is included in Exhibit 5.1 to this Registration Statement.
24	Powers of Attorney is included on signature page of this Registration Statement.
99.1	2003 Omnibus Equity Incentive Plan (incorporated by reference from Exhibit 10.8 to Registrant's Form 10-Q filed May 8, 2003, File No. 0-20242).
99.2	Central Garden & Pet Company Nonqualified Stock Option Agreement between the Registrant and David N. Chichester, dated as of August 28, 2002.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the

estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lafayette, State of California on the 9th of June, 2003.

CENTRAL GARDEN & PET COMPANY
(Registrant)

By: /s/ GLENN W. NOVOTNY

Glenn W. Novotny
Chief Executive Officer

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Glenn W. Novotny and William E. Brown, jointly and severally, his or her attorneys-in-fact and agents, each with the power of substitution and resubstitution, for him or her and in his or her name, place or stead, in any and all capacities, to sign any amendments to this Registration Statement on Form S-8, and to file such amendments, together with exhibits and other documents in connection therewith, with the Securities and Exchange Commission, granting to each attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as he or she might or could do in person, and ratifying and confirming all that the attorneys-in-fact and agents, or his or her substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ GLENN W. NOVOTNY</u> Glenn W. Novotny	Chief Executive Officer and Director (Principal Executive Officer)	June 9, 2003
<u>/s/ STUART W. BOOTH</u> Stuart W. Booth	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	June 9, 2003
<u>/s/ WILLIAM E. BROWN</u> William E. Brown	Chairman and Director	June 9, 2003
<u>/s/ BROOKS M. PENNINGTON, III</u> Brooks M. Pennington, III	Director	June 9, 2003
<u>/s/ JOHN B. BALOUSEK</u> John B. Balousek	Director	June 9, 2003

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<div>/s/ DAVID N. CHICHESTER</div> <div>David N. Chichester</div>	Director	June 9, 2003
<div>/s/ DANIEL P. HOGAN, JR.</div> <div>Daniel P. Hogan, Jr.</div>	Director	June 9, 2003
<div>/s/ BRUCE A. WESTPHAL</div> <div>Bruce A. Westphal</div>	Director	June 9, 2003

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Name</u>
5.1	Opinion of Orrick, Herrington & Sutcliffe LLP.
23.1	Independent Auditors' Consent.
23.2	Consent of Orrick, Herrington & Sutcliffe LLP is included in Exhibit 5.1 to this Registration Statement.
24	Powers of Attorney is included on signature page of this Registration Statement.
99.1	2003 Omnibus Equity Incentive Plan (incorporated by reference from Exhibit 10.8 to Registrant's Form 10-Q filed May 8, 2003, File No. 0-20242).
99.2	Central Garden & Pet Company Nonqualified Stock Option Agreement between the Registrant and David N. Chichester, dated as of August 28, 2002.

June 9, 2003

Central Garden & Pet Company
3697 Mt. Diablo Boulevard
Lafayette, California 94549

Re: Central Garden & Pet Company
Registration Statement on Form S-8

Ladies and Gentlemen:

At your request, we are rendering this opinion in connection with the proposed issuance pursuant to the Central Garden & Pet Company 2003 Omnibus Equity Incentive Plan and non-plan nonemployee director stock options (the "Plans"), of up to 2,503,709 shares of common stock, \$.01 par value ("Common Stock"), of Central Garden & Pet Company, a Delaware corporation (the "Company").

We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; and (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based on such examination, we are of the opinion that the 2,503,709 shares of Central Garden & Pet Company issuable under the Plans are duly authorized, and, when issued in accordance with the provisions of the Plans, will be legally issued, fully paid, and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the above referenced Registration Statement on Form S-8 and to the use of our name wherever it appears in said Registration Statement. In giving such consent, we do not consider that we are "experts" within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder with respect to any part of the Registration Statement, including this opinion, as an exhibit or otherwise.

Very truly yours,

/s/ ORRICK, HERRINGTON & SUTCLIFFE LLP

Orrick, Herrington & Sutcliffe LLP

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Central Garden & Pet Company on Form S-8 of our report dated December 4, 2002 (January 30, 2003 as to Note 16) (which report expresses an unqualified opinion and includes an explanatory paragraph relating to a change in accounting principle), appearing in the Current Report on Form 8-K of Central Garden & Pet Company filed with the Securities and Exchange Commission on June 9, 2003.

/s/ DELOITTE & TOUCHE LLP

Deloitte & Touche LLP

San Francisco, California
June 9, 2003

**CENTRAL GARDEN & PET COMPANY
NONQUALIFIED STOCK OPTION AGREEMENT**

1. Grant of Option. Central Garden & Pet Company (the “Company”) hereby grants to David N. Chichester (the “Director”), as a separate incentive in connection with his or her service on the Board and not in lieu of any fees or other compensation for his or her services, a nonqualified stock option to purchase, on the terms and conditions set forth in this Agreement, all or any part of an aggregate of 3,709 shares of authorized but unissued or treasury shares of common stock, \$0.01 par value, of the Company (“Shares”). The option granted hereby is not intended to be an incentive stock option within the meaning of section 422 of the Internal Revenue Code (“Code”).

2. Exercise Price. The purchase price per Share for this option (the “Exercise Price”) shall be \$13.48, which is the Fair Market Value per Share on August 28, 2002, the effective date of this Agreement (the “Grant Date”).

3. Number of Shares. The number and class of Shares specified in Paragraph 1 above, and/or the Exercise Price, are subject to appropriate adjustment in the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, Share combination or other change in the corporate structure of the Company affecting the Shares; provided, however, that the number of Shares subject to this option shall always be a whole number. Subject to any required action of the stockholders of the Company, if the Company is the surviving corporation in any merger or consolidation, the option granted hereunder (to the extent that it is still outstanding) shall pertain to and apply to the securities to which a holder of the same number of Shares that are then subject to the option would have been entitled.

4. Commencement of Exercisability. The right to exercise this option shall accrue as to one-third (1/3) of the Shares subject thereto six (6) months from the Grant Date, an additional one-third (1/3) of the Shares subject thereto eighteen (18) months from the Grant date, and the final one-third (1/3) of the Shares subject thereto thirty (30) months from the Grant Date; provided, however, that, if prior to any such date, the Director terminates his service on the Board on account of death or permanent and total disability within the meaning of Section 22(e)(3) of the Code, the option shall become exercisable in full on the date of such termination of service.

5. Termination of Option. The right to exercise this option shall terminate forty-two (42) months from the Grant Date.

6. Persons Eligible to Exercise. This option shall be exercisable during the Director’s lifetime only by the Director. This option is not transferable, except that the Director may transfer this option (a) by a valid beneficiary designation made in a form and manner acceptable to the Board, or (b) by will or the applicable laws of descent and distribution.

7. Death of the Director. To the extent exercisable after the Director’s death, this option shall be exercised only by the Director’s designated beneficiary or beneficiaries, or if no beneficiary survives the Director, by the person or persons entitled to the option under the

Director's will, or if the Director fails to make a testamentary disposition of the option, his or her legal representative. Any such transferee must furnish the Company (a) written notice of his or her status as a transferee, (b) evidence satisfactory to the Company to establish the validity of the transfer of this option and compliance with any laws or regulations pertaining to such transfer, and (c) written acceptance of the terms and conditions of this option as set forth in this Agreement.

8. Exercise of Option. This option may be exercised by the person then entitled to do so as to any Shares which may then be purchased (a) by giving written notice of exercise to the Secretary of the Company (or his or her designee), specifying the number of full Shares to be purchased and accompanied by full payment of the Exercise Price thereof (and the amount of any income tax the Company is required by law to withhold by reason of such exercise), and (b) by giving satisfactory assurances in writing if requested by the Company, signed by the person exercising the option, that the Shares to be purchased upon such exercise are being purchased for investment and not with a view to the distribution thereof.

9. Suspension of Exercisability. If at any time the Company shall determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority, is necessary or desirable as a condition of the purchase of Shares hereunder, this option may not be exercised, in whole or in part, unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company. The Company shall make reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

10. No Rights of Stockholder. Neither the Director nor any person claiming under or through the Director shall be or have any of the rights or privileges of a stockholder of the Company in respect of any of the Shares issuable pursuant to the exercise of this option, unless and until certificates representing such Shares shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to the Director (or such other person).

11. No Effect on Service. Nothing in this Agreement shall interfere with or limit in any way the right of the Company to terminate the Director's service on the Board at any time, with or without cause.

12. Addresses for Notices. Any notice to be given to the Company under the terms of this Agreement shall be addressed to the Company, in care of its Secretary, 3697 Mt. Diablo Boulevard, Lafayette, CA 94549, or at such other address as the Company may hereafter designate in writing. Any notice to be given to the Director shall be addressed to the Director at the address set forth beneath the Director's signature hereto, or at such other address as the Director may hereafter designate in writing. Any such notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid, registered or certified and deposited, postage and registry fee prepaid, in a United States post office.

13. Option is Not Transferable. Except as otherwise provided herein, this option and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or

hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this option, or of any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this option and the rights and privileges conferred hereby immediately shall become null and void.

14. Binding Agreement. Subject to the limitation on the transferability of this option contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

15. Conditions to Exercise. The Exercise Price for this option must be paid in the legal tender of the United States. Exercise of this option will not be permitted until satisfactory arrangements have been made for the payment of the appropriate amount of withholding taxes (as determined by the Company).

16. Board Authority. The Board shall have the power to interpret this Agreement and to adopt such rules for the administration, interpretation and application of this Agreement as are consistent therewith. All actions taken and all interpretations and determinations made by the Board in such connection shall be final and binding upon the Director, the Company and all other interested persons, and shall be given the maximum deference permitted by law. No member of the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to this Agreement.

17. Captions. The captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

18. Legend. All certificates representing the Shares issued upon exercise of this Option shall, where applicable, have endorsed thereon the following legend:

“The shares represented hereby have not been registered under the Securities Act of 1933, as amended, and may not be sold, pledged, or otherwise transferred without an effective registration thereof under such Act or an opinion of counsel, satisfactory to the Company and its counsel, that such registration is not required.”

19. Agreement Severable. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, effective as of the Grant Date.

CENTRAL GARDEN & PET COMPANY

By: /s/ WILLIAM E. BROWN

William E. Brown
Chairman and Chief Executive Officer

/s/ DAVID N. CHICHESTER

Director Signature

Address

Social Security Number