

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

(Amendment No. 9)

CENTRAL GARDEN & PET COMPANY

(Name of Issuer)

Common Stock, \$.01 Par Value

(Title of Class of Securities)

153527 10 6

(CUSIP Number)

**William E. Brown
Central Garden & Pet Company
1340 Treat Boulevard, Suite 600
Walnut Creek, California 94597
(925) 948-4000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

Copy to:

**John F. Seegal, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
(415) 773-5700**

March 25, 2008

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box:

1 NAME OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

William E. Brown

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

USA

7 SOLE VOTING POWER

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

3,039,070

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

2,993,522

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

3,039,070

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

12.7%¹

14 TYPE OF REPORTING PERSON

IN

¹ Based on the Company's Form 10-Q for the fiscal quarter ended December 29, 2007 as filed on February 7, 2008, there were outstanding (as of January 31, 2008) 22,282,321 shares of common stock and 1,652,262 shares of Class B common stock, which are convertible on a one-for-one basis into common stock.

Item 1. Security and Issuer

The class of equity securities to which this Amendment No. 9 to Statement on Schedule 13D relates is the Common Stock, \$.01 par value ("Common Stock"), of Central Garden & Pet Company (the "Issuer"), a Delaware corporation. The Common Stock is listed on the NASDAQ Global Select Market under the symbol "CENT". The Issuer's principal executive offices are located at 1340 Treat Boulevard, Suite 600, Walnut Creek, California 94597.

Item 2. Identity and Background

This Schedule 13D is being filed on behalf of William E. Brown. Mr. Brown is a citizen of the United States and his principal business address is c/o Central Garden & Pet Company, 1340 Treat Boulevard, Suite 600, Walnut Creek, California 94597. Mr. Brown's principal occupation is Chief Executive Officer of the Issuer. Mr. Brown is also the Chairman of the Board of Directors of the Issuer.

During the last five years, Mr. Brown has not (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On March 25, 2008, Mr. Brown entered into a voting agreement with the holder of 45,548 shares of the Issuer's Class B common stock ("Class B Stock") (the "Voting Agreement"). As part of the Voting Agreement, Mr. Brown loaned \$207,699 of his personal funds to the owner of the shares and, in return, received an irrevocable proxy to vote the shares until March 31, 2018.

Item 4. Purpose of Transaction.

Mr. Brown believes the Issuer's shares are undervalued and wishes to increase his investment in the Issuer. Mr. Brown also intends to pursue opportunities that arise from time to time to preserve and/or selectively increase his voting power in the Issuer through acquisitions of additional shares of Common Stock or voting arrangements with respect to the Issuer's Common Stock or Class B Stock. Consistent with this objective, he may reduce his investment in the Issuer's non-voting Class A common stock ("Class A Stock") by selling Class A Stock from time to time.

Mr. Brown has no plans or proposals which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, except as contemplated by the first paragraph of this Item 4, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or

(j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a) As a result of the transaction reported in Item 3, Mr. Brown now beneficially owns 3,039,070 shares of Common Stock, representing 12.7% of the total outstanding Common Stock (including shares issuable upon any conversion of Class B Stock beneficially owned by Mr. Brown). These 3,039,070 shares of Common Stock are owned as follows:

(i) Mr. Brown individually owns 1,370,063 shares of Common Stock.

(ii) Mr. Brown has the right to acquire zero shares of Common Stock issuable upon the exercise of outstanding stock options, which are exercisable within 60 days of March 25, 2008.

(iii) Mr. Brown individually owns 1,600,459 shares of Class B Stock, representing 96.9% of the total outstanding Class B Stock. At the option of the holder, each share of Class B Stock is convertible at any time and from time to time into one share of Common Stock.

(iv) Mr. Brown's spouse individually owns 23,000 shares of Common Stock. Mr. Brown disclaims beneficial ownership of the shares of Common Stock owned by his spouse, Sharon Brown.

(v) Mr. Brown has an irrevocable proxy to vote an additional 45,548 shares of Class B Stock but does not have dispositive power with respect to those shares.

In addition, Mr. Brown owns 3,338,884 shares of Class A Stock. The Class A Stock is non-voting and is not convertible into Common Stock.

(b) Mr. Brown has sole power to vote and direct the disposition of 1,393,063 shares of Common Stock (including shares of Common Stock held by his spouse, of which he disclaims beneficial ownership) and 1,600,459 shares of Class B Stock. Mr. Brown also has sole power to vote 45,548 shares of Class B Stock pursuant to the Voting Agreement. Each share of Common Stock is entitled to one vote, and each share of Class B Stock has the lesser of ten votes or 49% of the votes cast. As a result, Mr. Brown has sole power to control 46.0% of the voting power of Central's capital stock. In addition, Mr. Brown has sole power to direct the disposition of 3,338,884 shares of Class A Stock. The Class A Stock is not entitled to vote, except as required by Delaware law. Mr. Brown does not have shared power to vote or direct the disposition of any Central shares.

(c) Mr. Brown has not engaged in any transaction in Common Stock or Class B Stock since those reported in the last amendment to his Schedule 13D, except as described in Item 3 above.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities discussed above, except for the shares of Class B Stock covered by the Voting Agreement.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

On March 25, 2008, Mr. Brown entered into the Voting Agreement with Neill J. Hines & Patricia A. Hines TR UA FEB 17 97 The Hines Living Trust (the "Trust"), the holder of 45,548 shares of the Issuer's Class B Stock. As part of the Voting Agreement, Mr. Brown loaned \$207,699 of his personal funds to the Trust pursuant to a secured, limited recourse promissory note and, in return, the Trust granted Mr. Brown an irrevocable proxy to vote the shares until March 31, 2018.

Item 7. Material to be filed as Exhibits.

The following exhibits are filed as part of this Amendment No. 9 to Schedule 13D Statement:

Exhibit 1 Voting Agreement between William E. Brown and Neill J. Hines & Patricia A. Hines TR UA FEB 17 97 The Hines Living Trust dated March 25, 2008, including the form of Irrevocable Proxy and Secured Limited Recourse Promissory Note.

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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 7, 2008.

/S/ WILLIAM E. BROWN

William E. Brown

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VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is entered into as of March 25th, 2008, by and between Neill J. Hines & Patricia A. Hines TR UA FEB 17 97 The Hines Living Trust ("Stockholder") and William E. Brown ("Brown") with respect to 45,548 shares of Class B stock (the "Shares") of Central Garden & Pet Company, a Delaware corporation (the "Company") owned by the Stockholder.

1. Restrictions on Shares.

1.1 Stockholder shall not transfer, sell, pledge or otherwise dispose of or encumber any of the Shares until March 31, 2018 (the "Expiration Date").

1.2 Stockholder shall not, directly or indirectly, grant any proxies or powers of attorney with respect to any of the Shares (other than the Proxy), deposit any of the Shares into a voting trust, or enter into a voting agreement or similar arrangement or commitment with respect to any of the Shares until the Expiration Date.

2. Agreement Not to Vote Shares. Stockholder agrees that prior to the Expiration Date, he will not vote the Shares.

3. Irrevocable Proxy. Concurrently with the execution and delivery of this Agreement, Stockholder shall deliver to Brown a duly executed proxy in the form attached hereto as Exhibit A (the "Proxy"), which proxy is coupled with an interest, and, until the Expiration Date, shall be irrevocable to the fullest extent permitted by law.

4. Loan. Concurrently with the execution and delivery of this Agreement, Brown shall loan \$207,698.88 to Stockholder, and Stockholder shall deliver to Brown a promissory note in the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be executed as of the date first above written.

BROWN:

NEILL J. HINES & PATRICIA A. HINES
TR UA FEB 17 97 THE HINES LIVING
TRUST:

/s/ WILLIAM E. BROWN

By: /s/ NEILL J. HINES
Neill J. Hines, as Trustee

EXHIBIT A

IRREVOCABLE PROXY

The undersigned stockholder ("**Stockholder**") of Central Garden & Pet Company (the "**Company**") hereby irrevocably appoints William E. Brown ("**Brown**") as the sole and exclusive attorney and proxy of the undersigned to vote and exercise all voting and related rights in accordance with the terms of this Irrevocable Proxy with respect to all of the 45,548 shares of Class B stock of the Company that are owned by the undersigned (the "**Shares**"). The undersigned hereby revokes any and all prior proxies given by the undersigned with respect to the Shares. Without the prior written consent of Brown, the undersigned shall not grant any subsequent proxies or enter into any other agreement or understanding with any person to vote or give instructions with respect to the Shares in any manner inconsistent with the terms of this Irrevocable Proxy until after the Expiration Date.

This Irrevocable Proxy is irrevocable (to the fullest extent permitted by applicable law), is coupled with an interest and is granted pursuant to that certain Voting Agreement dated as of March 25th, 2008 between Brown and the undersigned (the "**Voting Agreement**").

Brown is hereby authorized and empowered by the undersigned, at any time prior to March 31, 2018 (the "**Expiration Date**"), to act as the undersigned's attorney and proxy to vote the Shares, and to exercise all voting and other rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents pursuant to the Delaware General Corporation Law), at every annual, special or adjourned meeting of the stockholders of the Company and in every written consent in lieu of such meeting.

All authority herein conferred shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

This Irrevocable Proxy may not be amended or otherwise modified without the prior written consent of the Company. This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: March 25, 2008

NEILL J. HINES & PATRICIA A. HINES TR UA FEB 17 97 THE
HINES LIVING TRUST

By: _____
Neill J. Hines, as Trustee

EXHIBIT B

SECURED, LIMITED RECOURSE PROMISSORY NOTE

\$207,698.88

March 25th, 2008

FOR VALUE RECEIVED, the undersigned ("**Debtor**") promises to pay to William E. Brown ("**Creditor**"), the principal sum of \$207,698.88, together with interest on the outstanding balance of said sum at a per annum interest rate of four and three tenths percent (4.3%). All computations of interest under this promissory note ("**Note**") shall be made on the basis of a year of 365/366 days (as applicable), for actual days elapsed.

1. Payments and Prepayments.

- (a) Principal and Interest Payments. Debtor shall pay the principal sum due hereunder, together with all accrued interest on March 31, 2018.
- (b) Prepayments. Debtor may, at its option, prepay the principal amount of this Note in whole or in part upon thirty (30) days' notice to Creditor. Debtor shall pay all accrued interest to the date of prepayment on all principal amounts prepaid.

2. Default.

- (a) Optional Acceleration. Creditor may declare all principal and interest outstanding under this Note immediately due and payable in full upon the occurrence of any of the following:
 - (i) The failure of Debtor to make any payment of principal or interest required under this Note within forty five (45) days after due; or
 - (ii) The insolvency of Debtor or the failure of Debtor generally to pay its debts as such debts become due.
- (b) Automatic Acceleration. All principal and interest outstanding under this Note shall be immediately due and payable in full, without demand or notice of any kind, upon the occurrence of any of the following:
 - (i) The commencement by or against Debtor of any case under the federal bankruptcy laws or any other proceeding under any other laws relating to bankruptcy, insolvency, reorganization, arrangement, debt adjustment or debtor relief;
 - (ii) Any assignment by Debtor for the benefit of his creditors; or

(iii) The appointment of a receiver, trustee, custodian or similar official for all or substantially all of Debtor's property.

Each of the foregoing sub-clauses under clauses (a) and (b) above are hereinafter referred to as an **'Event of Default'**.

3. **Security.** As security for the timely payment of all amounts owed by Debtor to Creditor under this Note, including all principal, interest, fees and expenses payable hereunder, Debtor hereby pledges and assigns to Creditor and grants to Creditor a first priority perfected security interest in all right, title and interest of Debtor in and to the Collateral, wherever located and whether now owned or hereafter acquired.

Upon the occurrence of an Event of Default, Creditor shall have all rights, powers and remedies afforded by law, including, without limitation, the right to resort to any or all of the Collateral and to exercise any or all of the rights of a secured party pursuant to applicable law. All rights, powers and remedies of Creditor may be exercised at any time by Creditor and from time to time after the occurrence and during the continuance of any Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

As used herein, the term "Collateral" shall mean (i) 45,548 shares of Class B Stock of Central Garden & Pet Company evidenced by stock certificate Nos. CB-383 (5,548 shares), CB-384 (5,000 shares), CB-385 (5,000 shares), CB-386 (5,000 shares), CB-387 (5,000 shares), CB-388 (10,000 shares) and CB-389 (10,000 shares) and owned by beneficiary and/of record by Debtor (collectively, the **"Pledged Shares"**) and (ii) any and all cash proceeds and/or noncash proceeds of any of the foregoing.

4. **Limited Recourse.** BY ACCEPTANCE OF THIS NOTE, CREDITOR HEREBY AGREES THAT THE OBLIGATIONS OF DEBTOR HEREUNDER ARE AT ALL TIMES LIMITED SOLELY TO THE COLLATERAL. CREDITOR WAIVES AND RELEASES ANY PERSONAL LIABILITY OF DEBTOR ON ACCOUNT OF THE INDEBTEDNESS EVIDENCED BY THIS NOTE.

5. **Miscellaneous.** This Note shall inure to the benefit of Creditor's successors and beneficiaries. If any amounts owing under this Note are not paid when due, Debtor shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Creditor in the collection or enforcement of this Note. To the extent permitted by law, Debtor waives diligence, presentment, demand, notice of nonpayment, protest, notice of protest and notice of every kind. This Note shall be governed by and construed in accordance with the laws of the State of California.

NEILL J. HINES & PATRICIA A. HINES TR UA FEB 17 97 THE
HINES LIVING TRUST

By: _____
Neill J. Hines, as Trustee