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July 15, 2011

Sarah Conant
Chief, Animal Health and Welfare Enforcement Branch
USDA, APHIS, IES
4700 River Road, Unit 85
Riverdale, MD 20737-1234

Dear Madam:

Mr. Dollarhite has reviewed the proposed Stipulation Agreement of June 22, 2011, and is of the opinion that it does not adequately reflect the terms that had previously been discussed with him. Specifically, the Stipulation Agreement provided by the USDA asks Mr. Dollarhite to waive any future right to challenge the USDA's jurisdiction over his alleged activities and it seeks to prohibit him from engaging in future activities that in no way violate the Animal Welfare Act or current regulations adopted pursuant to that Act. This is neither fair, nor acceptable. Mr. Dollarhite is absolutely willing to conform his future behavior to the restrictions imposed on all other citizens, but he will not sacrifice his right to be treated like his neighbors or to question the USDA's authority in any legal proceeding that should arise as a result of his actions. Accordingly, Mr. Dollarhite proposes the attached Substitute Stipulation Agreement.

Sincerely,

Richard L. Anderson
Attorney for John Dollarhite
RLA/ja

SUBSTITUTE STIPULATION AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), Animal Care, and John Dollarhite (doing business as Dollarvalue Rabbitry), with reference to the following facts:

I. At all times mentioned herein, John Dollarhite was an unlicensed individual whose mailing address is 1537 Osburn Lane, Nixa, Missouri 65714.

II. APHIS has alleged John Dollarhite's non-compliance with the Animal Welfare Act (7 U.S.C. § 2131 et. seq.) (A WA) and the regulations promulgated thereunder (9 C.F.R. § 1.1 et seq.), and, specifically, has alleged that John Dollarhite sold rabbits used for exhibition and/or for resale without a valid USDA license as required by the A W A regulations (9 C.F.R. § 2.1(a)(I)). APHIS does not allege John Dollarhite has abused or neglected any animal in his possession.

III. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph II.

IV. APHIS and John Dollarhite have determined to settle the issues related to the alleged violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

A. APHIS agrees not to institute an administrative enforcement action based on the findings described above in paragraph II or other facts currently known to APHIS or IES alleged to constitute violations committed prior to the date this agreement is entered.

B. John Dollarhite consents and agrees to the following:

1. John Dollarhite agrees not to initiate any legal action challenging the jurisdiction of the USDA or the constitutionality of the Animal Welfare Act (7 U.S.C. § 2131 et. seq.) (A WA) and the regulations promulgated thereunder (9 C.F.R. § 1.1 et seq.); provided, he reserves his right to raise jurisdictional or constitutional arguments as affirmative defenses to any administrative or legal action against him initiated by government agencies or officials.

2. John Dollarhite agrees not to sell, own, or possess buy or sell breeding rabbits or other animals for the purpose of exhibition or resale under any circumstance under which a valid USDA license is required by the A W A regulations [9 C.F.R. § 2.1(a)(I)] without first applying for, obtaining, and being issued the required license. "Breeding rabbits", for purpose of this paragraph, are rabbits which have not been spayed or neutered. [Under current A W A regulations, Dollarhite may own and possess breeding

rabbits not intended or used for exhibition or resale (for example, meat rabbits kept only for home consumption).]

3. John Dollarhite and any partnership, firm, corporation, or other legal entity that he controls or in which he has a substantial interest, financial or otherwise, shall not engage in activities governed by the AWA (7 V.S.C. § 2131 et seq.) and regulations issued thereunder (9 C.F.R. § 1.1 et seq.) as related to breeding rabbits, either directly or indirectly, on or off 1537 Osburn Lane, Nixa, Missouri 65714, without first applying for and obtaining an AWA license for the exhibition or resale of rabbits and shall not hereafter in any manner violate the terms of the Animal Welfare Act (7 U.S.C. Section 2131, et. seq.), or the A W A regulations (9 C.F.R. Sec. 1, et. seq.)

C. John Dollarhite consents and agrees that his failure to comply with the terms of this Agreement shall automatically void paragraph D below, and that APHIS shall have the right to immediately institute enforcement proceedings against John Dollarhite based upon the non-compliant items alleged in connection with animal welfare investigation M009099-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

D. For and in consideration of John Dollarhite's agreements and actions described in paragraph B above, and the promises of John Dollarhite set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against John Dollarhite in connection with the alleged AWA violations documented in animal welfare investigation M009099-AC. APHIS and John Dollarhite warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Agreement and to bind each of the parties, respectively, to this Agreement.

JOHN DOLLARHITE

Date: July 15, 2011

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

By: _____
Authorized Representative

Date: _____

Robert M. Gibbens, Director, Animal Care, Western Region Animal and Plant
Health Inspection Service United States Department of Agriculture