

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
BROWNSVILLE DIVISION  
CIVIL ACTION NO. \_\_\_\_\_**

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**RONALD S. HINES, D.V.M.,**

**Plaintiff,**

**v.**

**BUD E. ALLDREDGE, JR., D.V.M., in his  
official ) capacity as President of the Texas  
State Board of Veterinary Medical Examiners;  
J. TODD HENRY, D.V.M., in his official  
capacity as Vice President of the Texas State  
Board of Veterinary Medical Examiners;  
JOE MAC KING, D.V.M., in his official capacity)  
as Secretary of the Texas State Board of  
Veterinary Medical Examiners; RICHARD S.  
BONNER, JR., in his official capacity as  
Member of the Texas State Board of  
Veterinary Medical Examiners; JANIE  
CARPENTER, D.V.M., in her official capacity  
as Member of the Texas State Board of  
Veterinary Medical Examiners; JOHN D.  
CLADER, D.V.M., in his official capacity as  
Member of the Texas State Board of  
Veterinary Medical Examiners; MANUELA  
“MAMIE” SALAZAR-HARPER, in her  
official capacity as Member of the Texas State  
Board of Veterinary Medical Examiners;  
DAVID W. ROSBERG, JR., D.V.M., in his  
official capacity as Member of the Texas State  
Board of Veterinary Medical Examiners; and  
CHAD UPHAM, in his official capacity as  
Member of the Texas State Board of  
Veterinary Medical Examiners,**

**Defendants.**  
\_\_\_\_\_

**COMPLAINT FOR  
DECLARATORY AND  
INJUNCTIVE RELIEF**

## INTRODUCTION

1. It should not be illegal for veterinarians to give veterinary advice. This First Amendment challenge seeks to vindicate the free-speech rights of Plaintiff Dr. Ronald Hines, a 69-year-old, Texas-licensed veterinarian. Since 2002, Dr. Hines has provided—for free and for a nominal fee—veterinary advice to pet owners across the country and around the world. For many of these pet owners, Dr. Hines is the only realistic option. Despite his good works and the absence of even an allegation that his advice has harmed any animal, the Texas State Board of Veterinary Medical Examiners suspended his license, fined him, and forced him to retake the jurisprudence portion of the veterinary licensing exam because Texas law forbids a veterinarian from giving advice unless he or she has first physically examined the animal. The State Board’s actions violate the First Amendment because the Board cannot carry its burden of proving that silencing Dr. Hines is a necessary and appropriately tailored way to advance Texas’s interests.

## JURISDICTION AND VENUE

2. Dr. Hines brings this civil-rights lawsuit pursuant to the First and Fourteenth Amendments to the United States Constitution; the Civil Rights Act of 1871, 42 U.S.C. § 1983; and the Declaratory Judgment Act, 28 U.S.C. § 2201.

3. Dr. Hines seeks declaratory and injunctive relief against the enforcement of the Texas Veterinary Licensing Act, Tex. Occ. Code §§ 801.001 *et seq.*, regulations promulgated pursuant to that Act, Tex. Admin. Code §§ 571.1 *et seq.*, and against the practices and policies of the Texas State Board of Veterinary Medical Examiners (the “State Board”), that deny his First Amendment right to communicate his opinions and advice on veterinary medicine to pet owners

across the country and around the world without having performed recent physical examinations of those pet owners' animals.

4. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 1343.

5. Venue lies in this Court under 28 U.S.C. § 1391(b).

### **PARTIES**

6. Dr. Ronald S. Hines is a United States citizen and resides in Brownsville, Cameron County, Texas. He is the sole owner of, and sole writer for, a website called [www.2ndchance.info](http://www.2ndchance.info), which he uses as a portal for providing veterinary information and advice.

7. Defendants Bud E. Alldredge, D.V.M., David W. Rosberg, D.V.M., J. Todd Henry, D.V.M., Richard S. Bonner, Janie Carpenter, D.V.M., John D. Clader, D.V.M., Joe Mac King, D.V.M., Manuela "Maime" Salazar-Harper, and Chad Upham are members of the Texas State Board of Veterinary Medical Examiners and are sued in their official capacities.

### **FACTUAL ALLEGATIONS**

#### **Dr. Hines's Veterinary Background**

8. Dr. Hines is a Texas-licensed veterinarian.

9. Dr. Hines graduated from Texas A&M School of Veterinary Medicine in 1966. He also has a Ph.D. in microbiology from the Hebrew University in Jerusalem, Israel.

10. In 1966, Dr. Hines enlisted in the United States Public Health Service. He was assigned to the Division of Research Resources at the National Institutes of Health ("NIH") in Bethesda, Maryland, where he maintained primate, dog, and rodent colonies for research.

11. In 1977, Dr. Hines fell from a catwalk into machinery at an NIH facility and sustained a serious spinal cord injury. Although not fully paralyzed, Dr. Hines suffered

permanent nerve damage, which has left him with lower-body numbness, caused problems with walking and his excretory functions, and rendered him highly susceptible to fatigue.

12. In 1978, the Surgeon General of the United States awarded Dr. Hines the Public Health Service Commendation Medal.

13. Dr. Hines retired from the Public Health Service in 1979 with a 100-percent disability rating.

14. In 1980, Dr. Hines opened an animal hospital in San Antonio, which he equipped to accommodate his disabilities. He continued to operate this hospital until 1990 when he sold it because he could not physically tolerate the rigors of a busy practice.

15. In 1989, Dr. Hines became one of two staff veterinarians at Sea World San Antonio, where he remained until 1992.

16. In 1992, Dr. Hines moved to Sarasota, Florida and practiced veterinary medicine there until returning to Texas in 2002.

#### **Dr. Hines Offers Veterinary Information and Advice Online**

17. In February 2002, Dr. Hines was effectively retired from the practice of veterinary medicine. His disabilities and advancing age made it too difficult to continue working in a conventional brick-and-mortar practice. From February 2006 until October 2007, he worked once a week at a Petco pet store administering vaccinations.

18. In February 2002, Dr. Hines began to use his website, [www.2ndchance.info](http://www.2ndchance.info), to post general articles that he had written about pet health and pet care. Since launching his website, he has posted over two hundred articles, all of which he makes available to the world for free. His only restriction is that others may not re-post his articles on other websites without

his consent because he does not want to be construed by association as endorsing any website or any particular approach to veterinary medicine.

19. Dr. Hines's articles cover typical household pets such as cats and dogs as well as more exotic animals and wildlife, which he has experience working with as a veterinarian for the NIH and Sea World.

20. After launching his website in 2002, Dr. Hines was soon inundated with emails from across the country and around the world seeking his advice about particular animals. Dr. Hines quickly decided to use his website not only to disseminate his articles to the general public, but also to provide veterinary advice to specific pet owners about their pets.

21. This veterinary advice—which usually begins with email and may include telephone calls—between Dr. Hines and his readers about their respective animals not only provides advice to the animal owners, but also gives Dr. Hines useful feedback on his general articles, enabling him to improve them, which he does on a regular basis. This communication also allows Dr. Hines to write new articles to fulfill the unmet needs of his readers.

22. Because the animal owners to whom Dr. Hines provides advice are scattered across the country and around the world, and because Dr. Hines does not maintain a brick-and-mortar veterinary facility, he never physically examines the animals that are the subject of his advice. He does, however, frequently review veterinary records that animal owners provide him, which typically include notes concerning physical examinations.

23. Dr. Hines always requests the complete medical records from the owner's local veterinarian. Should none exist, when practicable, he attempts to find the most qualified veterinarian in the client's area and urges that they have their pet examined there. He has trusted

veterinary colleagues around to the world and throughout the United States to whom he refers these pets and asks that he receive a copy of the results of those examinations.

24. There are many instances in which it is possible for a veterinarian to give useful advice to a pet owner solely via electronic means and in which it would be needlessly expensive and time-consuming for the pet owner to bring the pet in for a physical examination.

25. Veterinarians and pet owners routinely make cost-benefit decisions about whether treatment options make financial sense for the pet owner, given the species at issue, its age, its relationship to the pet owner, etc. For example, a pet owner and veterinarian could legally and ethically euthanize a hamster rather than opt for expensive treatment even though such a decision would be completely illegal and unethical if it were a medical doctor and parent making a similar decision about a sick child.

26. Dr. Hines received, and continues to receive, five basic types of correspondence from readers of his website: (1) email from people in parts of the world where there is no ready access to trustworthy veterinary care and for whom Dr. Hines or someone like him is their only realistic option; (2) email from people in the United States and overseas who have received conflicting diagnoses from local veterinarians concerning a chronic problem and who would like Dr. Hines to offer his insights; (3) email from people in the United States and overseas who simply cannot afford conventional veterinary care and whose pets would go without veterinary care in the absence of someone like Dr. Hines, who in such instances tries to find local veterinarians or local SPCAs able to treat the animal for free; (4) email from distressed people, frequently the elderly, who have dying pets and simply want a sympathetic ear; and (5) email from veterinarians who want to consult with Dr. Hines.

27. For example, Dr. Hines has corresponded with Scottish AIDS relief workers living in rural Nigeria about the cat that they brought with them from Scotland. This married couple does not have access to a qualified veterinarian and so they turned to Dr. Hines for help when they needed it. Without Dr. Hines, or someone like him who can provide qualified veterinary advice via the Internet, this couple's family pet would not have veterinary care.

28. In another example, a respected veterinary facility in New York City diagnosed a cat as having leg weakness due to a blood clot. Upon reviewing the cat's records, Dr. Hines found inconsistencies and suggested the cat be examined by a specific veterinarian at the Animal Medical Center in Manhattan. That veterinarian discovered that the problem was actually a leg fracture, which was successfully treated.

29. In another example, Dr. Hines helped a severely disabled New Hampshire resident. This man had lost both legs in an industrial accident and lived alone with his beloved dog. When the dog became ill, the man could not afford to pay for conventional veterinary care. Dr. Hines provided as much advice as he could and, when it became apparent that the dog required more care than Dr. Hines could responsibly provide online, he used his personal contacts in the veterinary community to find a vet that would be willing to help this man in person at no cost.

30. In a last example, pet owners experience profound grief when their pets are incurably ill or die. Dr. Hines answers every email from grieving pet owners with a sense of empathy nurtured over a lifetime of service to people and their animals. Recently, he corresponded with a despondent elderly lady and, in addition to sharing kind words and pet

photos, he explained how she could go about volunteering at an animal shelter to help other animals in need and work out her grief.

31. In November 2003, Dr. Hines decided to add a PayPal button to his website that would allow him to charge a flat fee of \$8.95 for veterinary advice. Dr. Hines did this to screen out the minor requests and to identify the more serious ones, which he believed would enable him to do the most good. This fee also helped cover the cost of maintaining his website.

32. In September 2011, Dr. Hines raised the flat fee to \$58, which he determined through trial and error produced the most interesting questions and gave him the opportunity to do the most good. Dr. Hines could charge more than a flat fee of \$58 and make more money, but he does not want to.

33. When it appears to him that his fee is a burden to someone in need, he refunds it and charges nothing. Dr. Hines tries to provide help to everyone who writes him, whether they can pay or not.

34. Dr. Hines had gross income from his website of \$2,797.24 in 2011. This was all he made despite devoting most of his time to correspondence with animal owners across the country and around the world.

35. The most interesting cases, and the cases in which Dr. Hines believes he does the most good, involve a chronic health problem, miscommunication, and conflicting diagnoses from veterinarians in the pet owner's location. These pet owners come to Dr. Hines via the Internet to ask his advice about what they should do in light of the conflicting diagnoses. In many cases, Dr. Hines will consult veterinary journals and do independent research to try to guide the pet owner.



36. Dr. Hines has discovered many times that pets have been prescribed an inappropriate medication for their diagnosed condition or they have been prescribed the wrong dose of the correct medication. In such instances, Dr. Hines sends the pet's owner copies of the FDA guidelines and the manufacturer's dosage information. He always suggests that the pet owner return to his or her primary veterinarian and very respectfully request that the primary veterinarian review the original dosing instructions.

37. It is often the case that Dr. Hines cannot assist a pet owner because an in-person examination is necessary, because time is of the essence due to an emergency, or because he feels that the pet's current veterinary care is excellent and most reliable under the circumstances. In such instances, Dr. Hines refunds any payments made to him, does not provide veterinary advice, and explains to the pet owner that providing advice would be inappropriate under the circumstances.

38. In many instances, Dr. Hines has instructed a pet owner to take his or her pet to a veterinary hospital immediately because Dr. Hines has recognized a serious or even life-threatening condition. Dr. Hines telephones these pet owners, rather than relying on email, and urges them to take their pets to the hospital at once.

39. Dr. Hines does not try to be a pet owner's primary veterinarian. He does not prescribe medication. His website contains a clear disclaimer explaining to pet owners the inherent limitations of providing veterinary advice via the Internet.

40. Dr. Hines has never, and would never, advise a pet owner to take any action with regard to their animal that would not otherwise be legal for the pet owner to take without Dr. Hines's advice.

41. To Dr. Hines's knowledge, no one has ever complained to him or to the State Board about veterinary advice that he has provided via the Internet.

42. Dr. Hines estimates that five percent or less of the pet owners with whom he communicates and to whom he offers veterinary advice are residents of Texas. Forty-five percent are residents of the United States outside of Texas and the remainder are residents of foreign countries.

43. The pet owners whom Dr. Hines helps who are not residents of Texas have no connection at all with Texas and their animals have no connection with Texas.

#### **Dr. Hines's Helpful Veterinary Advice Is a Crime**

44. Under the Texas Veterinary Licensing Act, Dr. Hines is practicing "veterinary medicine" when he provides veterinary advice, whether for free or for compensation, to animal owners with whom he communicates online about their specific animals. The Act defines the "practice of veterinary medicine" as providing veterinary advice, holding oneself out as qualified and willing to provide veterinary advice, using the term "veterinarian" to describe oneself, or charging for veterinary advice. Tex. Occ. Code § 801.002(5). Dr. Hines's advice via his website meets all four separate criteria defining the "practice of veterinary medicine."

45. The crux of this case is the statutory requirement that veterinarians are permitted to render veterinary advice only in the context of a formal veterinarian-client-patient relationship. Tex. Occ. Code § 801.351(a). A veterinarian-client-patient relationship exists where the veterinarian assumes responsibility for medical judgments, possesses adequate knowledge of the animal to provide sound advice, and is readily available for follow-up care. *Id.*

46. Texas law states that a veterinarian has “adequate knowledge” of an animal for the purposes of a veterinarian-client-patient relationship only if the veterinarian has recently examined the animal or visited the premises where it is kept. Tex. Occ. Code § 801.351(b).

47. In 2005, a statutory amendment clarified that the requirements of a formal veterinarian-client-patient relationship apply to veterinary advice communicated via the telephone or Internet by forbidding such a relationship from arising solely via electronic means. H.B. 1767, 2005 Leg., 79th Reg. Sess. (Tex. 2005) (codified as Tex. Occ. Code § 801.351(c)).

48. The 2005 statutory amendment does not require that the recent physical examination relate in any way to the subject of the veterinary advice in order for veterinary advice to be communicated lawfully via electronic means.

49. Violations of the Texas Veterinary Licensing Act are criminal offenses. Tex. Occ. Code § 801.504. *See also id.* §§ 801.451-61 (administrative penalties).

50. The Texas Veterinary Licensing Act does not make any exception for pet owners and their animals outside of Texas or outside of the United States to the requirement that Texas-licensed veterinarians may offer advice only after a recent physical examination.

51. The Texas Veterinary Licensing Act does not make any exception to the requirement of a recent physical examination for veterinary advice offered by Texas-licensed veterinarians in contexts in which there is no realistic alternative to the sort of online veterinary advice that Dr. Hines provides, such as when a pet owner has no access to veterinary care or cannot afford it.

52. For example, if a pet owner in Africa asks Dr. Hines for advice via the Internet because there is no ability to obtain qualified veterinary advice locally, the Texas Veterinary

Licensing Act requires that pet owner and that pet to go entirely without veterinary care rather than be able to consult Dr. Hines.

53. The 2005 amendment to the Veterinary Licensing Act adopted a 2003 amendment to the Model Veterinary Practice Act of the American Veterinary Medical Association, which is the largest professional umbrella group for veterinarians in the United States.

54. When the American Veterinary Medical Association amended its Model Veterinary Practice Act in 2003, there was no evidence—and it has none now— that online veterinary advice was harming animals in Texas or anywhere else at rates beyond what would be expected in a brick-and-mortar practice setting.

55. When the American Veterinary Medical Association amended its Model Veterinary Practice Act in 2003, there was no evidence—and it has none now— that online veterinary advice was resulting in consumer fraud in Texas or anywhere else at rates beyond what would be expected in a brick-and-mortar practice setting.

56. When the American Veterinary Medical Association amended its Model Veterinary Practice Act in 2003, there was no evidence—and it has none now— that online veterinary advice was resulting in public-health emergencies in Texas or anywhere else at rates beyond what would be expected in a brick-and-mortar practice setting.

57. When the American Veterinary Medical Association amended its Model Veterinary Practice Act in 2003, there was evidence that online veterinary information and advice, as well as the ability to obtain prescription medications for pets via the Internet, was causing pet owners to visit conventional brick-and-mortar veterinary practices less often.

58. The primary purpose and effect of the American Veterinary Medical Association's amendment to its Model Veterinary Practice Act was to protect the financial interests of conventional brick-and-mortar veterinary practices by making it more difficult for pet owners to consult with online sources of veterinary advice.

59. When Texas amended the Veterinary Licensing Act in 2005 to forbid veterinarians from creating a veterinarian-client-patient relationship solely by electronic means, it had no evidence that online veterinary advice was harming animals in Texas or anywhere else at rates beyond what would be expected in a brick-and-mortar practice setting.

60. When Texas amended the Veterinary Licensing Act in 2005 to forbid veterinarians from creating a veterinarian-client-patient relationship solely by electronic means, it had no evidence that online veterinary advice was resulting in consumer fraud in Texas or anywhere else at rates beyond what would be expected in a brick-and-mortar practice setting.

61. When Texas amended the Veterinary Licensing Act in 2005 to forbid veterinarians from creating a veterinarian-client-patient relationship solely by electronic means, it had no evidence that online veterinary advice was resulting in public-health emergencies in Texas or anywhere else at rates beyond what would be expected in a brick-and-mortar practice setting.

62. When Texas amended the Veterinary Licensing Act in 2005 to forbid veterinarians from creating a veterinarian-client-patient relationship solely by electronic means, it had no evidence that online veterinary advice was adversely affecting the reputation of Texas's veterinary-licensing scheme or the perceived quality of care provided by Texas-licensed veterinarians.

**The State Board Punishes Dr. Hines in an Arbitrary Enforcement Action**

63. Ten years after Dr. Hines launched his website, the State Board informed him on March 19, 2012, that, based on an investigation of his website, he was in violation of the statutory prohibition on providing veterinary advice outside the context of a formal veterinary-client-patient relationship.

64. Dr. Hines was astonished to learn that he had been breaking the law by helping hundreds of pet owners across the country and around the world through his website.

65. Dr. Hines immediately stopped providing veterinary advice via electronic means because he feared punishment.

66. On June 13, 2012, the State Board met and determined that Dr. Hines had in fact violated Texas law by offering to provide veterinary advice without first performing a physical examination of the animal.

67. On June 26, 2012, the State Board sent Dr. Hines a proposed order that would punish him for providing veterinary advice solely via electronic means without first physically examining the animal. *See* Exhibit A.

68. The proposed order sought to impose a \$1,000 fine, a one-year suspension of his Texas veterinary license, and a requirement that he retake the jurisprudence portion of the veterinary-licensing exam. *Id.*

69. The statement of facts in the proposed order does not identify any person from anywhere in the world who complained to the State Board about any problem arising from Dr. Hines's rendering of veterinary advice via the Internet without performing a recent physical examination. *Id.*

70. The statement of facts in the proposed order does not identify any harm that any animal anywhere in the world suffered as a result of Dr. Hines's rendering of veterinary advice via the Internet without performing a recent physical examination. *Id.*

71. Veterinarians across Texas and the United States routinely offer veterinary advice solely via electronic means without ever having performed a physical examination of the animal in question. For example, in Austin, Texas, where the State Board is located, the morning show on the local Fox television station has a regular segment featuring a Texas-licensed veterinarian who takes calls from viewers and offers veterinary advice about their pets in a manner that is materially indistinguishable from what Dr. Hines has been doing with his website. Likewise, the deputy director of the Dallas Zoo and the Dallas Director of the Texas Veterinary Medical Association (both veterinarians) operate a radio program called Animals on the Air, during which they give veterinary advice to pet owners who call them on the telephone, even though they do not physically examine any of the callers' animals.

72. Here are just some of the websites that provide veterinary advice without a recent physical examination:

- a. <http://www.justanswer.com/pet/>;
- b. <http://allcreaturesnutrition.com/home>;
- c. <http://www.tufts.edu/vet/nutrition/>;
- d. [http://www.vmeth.missouri.edu/clin\\_nu.htm](http://www.vmeth.missouri.edu/clin_nu.htm);
- e. <http://www.petpoisonhelpline.com/>;
- f. <http://www.mspca.org/vet-services/angell-poison-control/>;
- g. <http://www.pearl.com/sip/veterinarians>;

- h. <http://www.vetinfo.com/vets/answers/>;
- i. <http://www.vetlive.com/>;
- j. <http://www.wilnerveterinaryconsult.com/>;
- k. <http://www.petmend.com/phone-internet-consultations.shtml>;
- l. <http://petnutritionconsulting.com/>;
- m. <http://www.vet.cornell.edu/FHC/camuti.cfm>;
- n. [http://www.rainbowbridgevet.com/Phone\\_Consult.html](http://www.rainbowbridgevet.com/Phone_Consult.html)
- o. [http://wizofpaws.net/laurie\\_coger-consultation.aspx](http://wizofpaws.net/laurie_coger-consultation.aspx);
- p. <http://www.naturalpetfamily.com/naturalpet/phone-consultations.html>;
- q. <http://www.askariel.com/product-p/72.htm>;
- r. [http://vet.tufts.edu/fhsa/veterinary\\_specialties/pain\\_clinic.html](http://vet.tufts.edu/fhsa/veterinary_specialties/pain_clinic.html).

73. The State Board has no evidence that any animal anywhere in Texas or around the world has been harmed as a result of an animal owner relying on veterinary advice that was obtained solely via electronic means without a recent physical examination.

74. On July 6, 2012, Dr. Hines asked the State Board to extend the response date to the proposed order so that he could retain counsel and make an informed decision. This request was granted.

75. On September 27, 2012, Dr. Hines's counsel met with the State Board in an informal conference in which the State Board once again proposed punishment. The State Board reduced the proposed fine from \$1,000 to \$500, but kept the one-year suspension of his license, and the requirement that he retake the jurisprudence exam.



76. The State Board informed Dr. Hines in writing and through counsel that failure to accept the proposed punishment for his past speech on the Internet would automatically result in formal administrative procedures for imposing punishment.

77. On November 1, 2012, Dr. Hines signed the State Board's order imposing the Board's punishment of Dr. Hines for his past speech on the Internet in the form of veterinary advice to pet owners whose pets he had not physically examined. *See* Exhibit B.

78. On March 25, 2013, at its next regular meeting, the State Board ratified the punishment of Dr. Hines and his punishment commenced. *Id.*

79. The State Board's punishment of Dr. Hines's past speech in the form of veterinary advice communicated via the Internet consisted of: (1) the suspension of his license for one year (although that suspension was probated, which means that he is still able to practice); (2) the requirement that he retake the jurisprudence portion of the veterinary licensing exam; and (3) the imposition of a \$500 fine. *Id.*

80. On Tuesday, March 26, 2013, Dr. Hines retook the jurisprudence portion of the veterinary licensing exam. That same day, the State Board notified Dr. Hines that he passed the exam.

81. On Tuesday, March 26, 2013, Dr. Hines paid the \$500 fine.

82. The probated suspension of his license will end on March 26, 2014. When the probated suspension ends on March 26, 2014, Dr. Hines's license will revert to its previous status and he will be authorized to practice veterinary medicine in Texas without having to perform any further act or seek additional permission or licensure.

**Dr. Hines Wants to Resume Providing Veterinary Advice via the Internet**

83. Dr. Hines has stopped providing veterinary advice via his website. He has posted an explanation on his website stating that Texas law forbids him from providing online advice and that Texas has formally punished him for providing online veterinary advice in the past.

84. Dr. Hines receives regular inquiries from readers of his website who seek his veterinary advice. Many of these inquiries are from low-income Americans or people overseas who cannot afford or do not have access to qualified veterinarians.

85. Many of the animals that are the subject of these inquiries from readers across the country and around the world will get no veterinary care at all because Texas has forbidden Dr. Hines from providing such care, to the extent he can, via his website.

86. Some of the animals that are the subject of these inquiries from readers across the country and around the world are inadvertently being given an incorrect dose of a prescription medication by their primary veterinarians—an error that Dr. Hines sees frequently and is easily able to identify so that the pet owner can return to his or her primary veterinarian to have the dose adjusted. These animals will continue to be given the wrong dose of medicine because Texas has forbidden Dr. Hines from communicating with pet owners about their animals, which in turn will prevent those pet owners from being able to communicate effectively with their primary veterinarians.

87. Animals and pet owners across the country and around the world who otherwise would have been able to benefit from Dr. Hines's veterinary advice via the Internet are harmed because Texas refuses to allow him to communicate his knowledge to willing pet owners via

electronic means unless he has performed a physical examination, which is impossible as a practical matter due to the location of the animals and his physical disabilities.

88. Dr. Hines wants to continue his mission of helping animals and pet owners across the country and around the world by offering veterinary advice online via his website without a requirement that he first physically examine the animals.

89. Dr. Hines would resume providing veterinary advice online when his suspension expires if he could do so without being punished again by the State Board for communicating with pet owners across the country and around the world in the form of electronic veterinary advice without first physically examining the animals.

#### **Injury to Dr. Hines**

90. On March 25, 2013, the State Board punished Dr. Hines for rendering veterinary advice to pet owners in the United States and around the world without first physically examining those animals. That punishment consisted of a \$500 fine, a probated one-year suspension of his license, and the requirement that he retake the jurisprudence portion of the veterinary licensing exam. *See* Ex. B.

91. The State Board punished Dr. Hines based solely on the fact that he engaged in prohibited communications with pet owners and not based on any evidence that Dr. Hines harmed an animal or defrauded a consumer.

92. The State Board punished Dr. Hines based on the content of his communications with pet owners in the United States and around the world. Specifically, Dr. Hines was punished for engaging in speech with pet owners in the form of veterinary advice whereas Dr. Hines

would not have been punished for speech on other topics or for general speech about animals that was not presented as advice for a particular animal.

93. Dr. Hines wants to resume offering veterinary advice through solely electronic means, just as he did from February 2002 until March 2012, once the suspension of his license ends on March 26, 2014.

94. Dr. Hines will not resume offering veterinary advice through solely electronic means when his suspension expires because he has an objectively reasonable fear of being investigated and punished again—and he expects his punishment to be more severe—based on the fact that the State Board punished him in the past.

95. This civil-rights lawsuit is not a challenge to the State Board's punishment of Dr. Hines for his communication in the past. Dr. Hines does not seek an order from this Court that would nullify or otherwise alter the State Board's punishment of Dr. Hines or compel the State Board to return the \$500 fine.

96. Instead, this civil-rights action seeks only prospective declaratory and injunctive relief to prevent the State Board from being able to punish Dr. Hines again after his suspension expires on March 26, 2014.

97. But for Dr. Hines's objectively reasonable fear of additional and more severe punishment by the State Board, Dr. Hines would definitely resume offering advice for free via his website, emails, and the telephone when his suspension expires on March 26, 2014.

98. But for Dr. Hines's objectively reasonable fear of additional and more severe punishment by the State Board, Dr. Hines would definitely resume offering advice for

compensation via his website, emails, and the telephone when his suspension expires on March 26, 2014.

## **CONSTITUTIONAL VIOLATIONS**

### **Count I: First Amendment**

#### **Veterinary Advice Rendered Without Compensation**

99. Dr. Hines re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 98 of this Complaint as if fully set forth herein.

100. The Free Speech and Association Clauses of the First Amendment to the U.S. Constitution protect the right to speak and associate freely.

101. Dr. Hines's online and telephonic veterinary advice for which no compensation is received is pure speech and does not fall within any historically recognized exception to the First Amendment.

102. The application of the Texas Veterinary Licensing Act, as well as the attendant regulations and policies of the State Board, to Dr. Hines's electronic veterinary advice for which no compensation is required is a content-based restriction on his speech.

103. Defendants have no evidence that Dr. Hines's free electronic veterinary advice caused actual harm to any animal or person anywhere in the world.

104. Defendants have no evidence that any person anywhere in the world who received free online advice from Dr. Hines perceived him as being able to provide through his website the full range of veterinary advice and services that a veterinarian is able to offer at a conventional veterinary office.

105. Defendants' censorship of Dr. Hines's free online veterinary advice—regardless of with whom he communicates and where on Earth that person is located, and regardless of whether that censorship will result in the animal getting no care—sweeps far more broadly than necessary to protect Texas's interests in the health of animals within Texas, the health and safety of the public within Texas, the protection of Texas consumers against fraud, and the need to ensure that the advice rendered by Texas-licensed veterinarians is competent.

106. Defendants' requirement that a veterinarian must always have conducted at least one recent examination—regardless of whether there is any connection between the examination and the advice being sought—before offering free advice does not advance Texas's interests in the health and safety of animals.

107. Defendants' requirement that a veterinarian must always have conducted at least one recent examination—regardless of whether there is any connection between the examination and the advice being sought—before offering free advice ignores that pet owners seeking veterinary advice are capable of making informed decisions about their pets and also ignores that those pet owners have a First Amendment interest in being able to hear advice that those pet owners deem valuable.

108. Defendants' censorship of Dr. Hines's free online veterinary advice violates the First Amendment.

109. Unless Defendants are enjoined, Dr. Hines will suffer irreparable harm in being unable to resume providing his free online advice when his license suspension expires.

**Count II: First Amendment**

**Veterinary Advice Rendered for a Fee**

110. Dr. Hines re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 109 of this Complaint as if fully set forth herein.

111. The Free Speech and Association Clauses of the First Amendment to the U.S. Constitution protect the right to speak and associate freely.

112. Dr. Hines's online and telephonic veterinary advice for which compensation is received is pure speech and does not fall within any historically recognized exception to the First Amendment.

113. The application of the Texas Veterinary Licensing Act, as well as the attendant regulations and policies of the State Board, to Dr. Hines's online veterinary advice for compensation is a content-based restriction on his speech.

114. Defendants have no evidence that Dr. Hines's compensated online veterinary advice caused actual harm to any animal or person anywhere in the world.

115. Defendants have no evidence that any person anywhere in the world who received compensated online advice from Dr. Hines perceived him as being able to provide, through his website, the full range of veterinary advice and services that a veterinarian is able to offer at a conventional veterinary office.

116. Defendants' censorship of Dr. Hines's compensated online veterinary advice—regardless of with whom he communicates and where on Earth that person is located, and regardless of whether that censorship will result in the animal getting no care—sweeps far more broadly than necessary to protect Texas's interests in the health of animals within Texas, the

health and safety of the public within Texas, the protection of Texas consumers against fraud, and the need to ensure that the advice rendered by Texas-licensed veterinarians is competent.

117. Defendants' requirement that a veterinarian must always have conducted at least one recent examination—regardless of whether there is any connection between the examination and the advice being sought—before offering compensated advice does not advance Texas's interests in the health and safety of animals.

118. Defendants' requirement that a veterinarian must always have conducted at least one recent examination—regardless of whether there is any connection between the examination and the advice being sought—before offering compensated advice ignores that pet owners seeking veterinary advice are capable of making informed decisions about their pets and also ignores that those pet owners have a First Amendment interest in being able to hear advice that those pet owners deem valuable.

119. The fact that Dr. Hines may be compensated for his veterinary advice does not strip that advice of First Amendment protection.

120. Defendants' censorship of Dr. Hines's compensated online veterinary advice violates the First Amendment.

121. Unless Defendants are enjoined, Dr. Hines will suffer irreparable harm in being unable to resume his compensated online activities when his license suspension expires.

### **Count III: Fourteenth Amendment Substantive Due Process**

#### **No Rational Basis for Requiring an In-Person Examination in Every Case**

122. Dr. Hines re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 121 of this Complaint as if fully set forth herein.



123. The substantive component of the Due Process Clause of the Fourteenth Amendment includes an unenumerated right to engage in one's chosen occupation without arbitrary and irrational interference.

124. As a Texas-licensed veterinarian, Dr. Hines has the authority under Texas law to exercise his professional judgment when rendering advice and treatment to animals.

125. It is arbitrary and irrational for Texas to presume that Dr. Hines is never capable of exercising appropriate professional judgment unless he has performed a recent physical examination of an animal.

126. It is arbitrary and irrational for Texas to forbid Dr. Hines from rendering veterinary advice to pet owners around the world and across the country who have no realistic alternative to Dr. Hines and whose animals will have to forego veterinary treatment altogether if Dr. Hines is forbidden from communicating with them.

127. It is arbitrary and irrational for Texas to forbid a qualified and duly licensed veterinarian from rendering advice to a pet owner in a jurisdiction outside of Texas in order to purportedly protect those animals because Texas has a negligible interest in protecting animals outside of Texas, particularly when those animals are not even in the United States and have absolutely no connection to the United States.

128. It is arbitrary and irrational for Texas to forbid a qualified and duly licensed veterinarian from rendering advice to a pet owner without charge because there is no consumer-protection interest at stake.

129. It is arbitrary and irrational to require that a veterinarian must have conducted at least one recent examination, regardless of the nature of that examination and regardless of

whether there is any relationship between the examination and the type of advice presently being sought.

130. The primary purpose and effect of forbidding duly licensed and qualified Texas-licensed veterinarians from providing veterinary advice solely via electronic means is to protect the financial interests of brick-and-mortar veterinary practices, which is not a legitimate government interest.

131. Defendants' enforcement of the Texas Veterinary Licensing Act against Dr. Hines is an arbitrary and irrational abridgment of his liberty that violates the substantive component of the Due Process Clause of the Fourteenth Amendment.

132. Unless Defendants are enjoined, Dr. Hines will suffer irreparable harm in being unable to resume his online activities when his license suspension expires.

#### **Count IV: Fourteenth Amendment Equal Protection**

##### **No Rational Basis for Treating All Veterinary Advice As Equally Requiring a Recent Physical Examination**

133. Dr. Hines re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 132 of this Complaint as if fully set forth herein.

134. The Equal Protection Clause of the Fourteenth Amendment forbids arbitrary and irrational statutory classifications.

135. It is arbitrary and irrational for Texas to treat a qualified and duly licensed veterinarian as though he or she is an unqualified and unlicensed layperson, and hence forbidden from rendering veterinary advice, in every instance in which a veterinarian concludes that it is professionally acceptable to provide veterinary advice without having performed a recent physical examination of an animal.

136. The primary effect of forbidding duly licensed and qualified Texas-licensed veterinarians from providing veterinary advice solely via electronic means is to protect the financial interests of brick-and-mortar veterinary practices.

137. Defendants' enforcement of the Texas Veterinary Licensing Act against Dr. Hines is an arbitrary and irrational abridgment of his liberty that violates the Equal Protection Clause of the Fourteenth Amendment.

138. Unless Defendants are enjoined, Dr. Hines will suffer irreparable harm in being unable to resume his online activities when his license suspension expires.

#### **PRAYER FOR RELIEF**

A. For entry of judgment declaring that Tex. Occ. Code § 801.351; Tex. Occ. Code §§ 801.401-402; Tex. Admin. Code Title 22, Part 24, § 573.27 (Rule of Professional Conduct involving "Honesty, Integrity and Fair Dealing"); and related regulations and practices promulgated or carried out pursuant to the Texas Veterinary Licensing Act, are unconstitutional as applied and on their face to the extent that they prohibit Dr. Hines from providing veterinary advice solely through electronic means without first physically examining the animal that is the subject of that advice;

B. For entry of a permanent prospective injunction enjoining Defendants from enforcing these unconstitutional statutes, regulations, and practices against Dr. Hines and others similarly situated;

C. For an award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988; and

D. For such further legal and equitable relief as the Court may deem just and proper.

Respectfully submitted,

/s/ Jeff Rows

Jeff Rows\* (NY Bar No. 4211991)

Attorney in Charge

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*Attorneys for Plaintiff*

*\*Application pro hac vice to be filed*



## TEXAS BOARD OF VETERINARY MEDICAL EXAMINERS

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June 26, 2012

Via CM RRR #91 7199 9991 7030 6418 0694  
and First Class Mail

Ronald Hines, D.V.M.  
70 Haynes Lane  
Brownsville, Texas 78521

Re: Docket No. 2012-98; Case No. 12-167

Dear Dr. Hines:


On June 13, 2012 a committee of the Board's staff met under the authority of Texas Occupations Code §801.2056 to consider the above referenced cases. After reviewing the facts, the committee determined that a violation(s) occurred and sanctions were justified. The Committee's recommended actions are set out in the enclosed Agreed Order.

If you wish to dispose of the issues without further proceedings, please do so by signing the Agreed Order in the presence of a notary and returning it to this office by **July 19, 2012**. The Agreed Order will then be presented to the Board for formal adoption at its next meeting. You need not attend that meeting.

If you wish to contest the Agreed Order, you may request that an informal conference be held in Austin before the Enforcement Committee of the Board. If the signed Agreed Order is not returned by **July 19, 2012** the case will automatically be scheduled for an informal conference. Following the informal conference, the Enforcement Committee will propose a settlement to you or take other appropriate action. You will be informed of your rights following the informal conference. Please call me if you have any questions.

Please call me at 512-305-7572 if you have any questions.

Sincerely yours,

  
Laura Moriarty  
General Counsel

Enclosed: Agreed Order

DOCKET NO. 2012-98

IN THE MATTER OF	§	TEXAS BOARD OF
THE LICENSE OF	§	VETERINARY
RONALD S. HINES, D.V.M.	§	MEDICAL EXAMINERS

**AGREED ORDER**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, came to be considered by the Texas Board of Veterinary Medical Examiners ("Board") the matter of the license of Ronald S. Hines, D.V.M. ("Respondent"). Pursuant to Section 801.2056, Texas Occupations Code, a committee of the Board's staff met on June 13, 2012 to consider alleged violations of the Veterinary Licensing Act and the Board's rules by Respondent.

Respondent, without admitting the truth of the findings and conclusions set out in this Agreed Order, wishes to waive a formal adjudicative hearing and thereby informally dispose of the issues without a formal adjudication. Respondent agrees to comply with the terms and conditions set forth in this Order. In waiving an adjudicative hearing, Respondent acknowledges his understanding of the alleged violations and the adequacy and sufficiency of the notice provided to him.

Upon the recommendation of the Staff Committee and with Respondent's consent, the Board makes the following Findings of Fact and Conclusions of Law and enters this Agreed Order as set forth below.

**Findings of Fact**

1. Respondent, Ronald S. Hines, D.V.M. of Brownsville, Texas, holds Texas veterinary license 2419.
2. The Board has jurisdiction over the subject matter and Respondent. Respondent received notice, which may be required by law and by the rules of the Board. All jurisdictional requirements have been satisfied under Tex. Occ. Code Ann. Title 4 (Act). By entering into this Agreed Order, Respondent waives any defect in the notice and any further right to notice and hearing under the Act; Tex. Gov't Code Ann. §§ 2001.051-.054; and the Rules of the Texas Board of Veterinary Medical Examiners (Board Rules) (22 Tex. Admin. Code, Chapter 575).
3. Prior to April 2012, Respondent posted a website in which he offered "advice to dog, cat and exotic animal pet owners," promising, "if you ask me, in many cases I can help you with your decisions or lead you through your pet's treatment options." On the website, Respondent



also wrote, "To ask me about the illness that is affecting your pet, I charge a one-time fee of \$58 for a thorough review in which we discuss the problem and methods of treatment." After customers pay the fee for his advice, Respondent requests that they fill out an electronic form online, and that if the customer has a problem with the form, "don't worry - I will contact you by email for all the information I will need to begin." Respondent also requested on the website that the prospective customer "send photographs and lab work" to him electronically.

### Conclusions of Law

1. Respondent is required to comply with the provisions of the Veterinary Licensing Act, Chapter 801, Texas Occupations Code, and with the Board's Rules.
2. Based on Findings of Fact 1 through 3, Respondent has violated Section 801.351 of the Veterinary Licensing Act, Texas Occupations Code, which requires that a veterinarian establish and maintain a veterinarian-client-patient relationship prior to practicing veterinary medicine by examining the animal, and specifies that a veterinarian-client-patient relationship cannot be established solely by telephone or electronic means.
3. Based on Findings of Fact 1 through 3 and Conclusions of Law 1 and 2, Respondent has violated Section 801.402 (4) of the Veterinary Licensing Act, Texas Occupations Code, and is subject to disciplinary action by the Board:

801.402. GENERAL GROUNDS FOR LICENSE DENIAL OR DISCIPLINARY ACTION. A person is subject to denial of a license or to disciplinary action under Section 801.401 if the person:

(4) engages in dishonest or illegal practices in, or connected with, the practice of veterinary medicine or the practice of equine dentistry.

4. Based on Conclusions of Law 1 through 3, Respondent is subject to disciplinary action under Section 801.401 of the Veterinary Licensing Act, Texas Occupations Code:

801.401. DISCIPLINARY POWERS OF BOARD. (a) If an applicant or license holder is subject to denial of a license or to disciplinary action under Section 801.402, the Board may: (a)

- (1) refuse to examine an applicant or to issue or renew a license;
- (2) revoke or suspend a license;
- (3) place on probation a license holder or person whose license has been suspended;

- (4) reprimand a license holder; or
- (5) impose an administrative penalty.

.... (d) In addition to other disciplinary actions authorized by this subchapter, the board may require a license holder who violates this chapter to participate in a continuing education program.

5. Based on Conclusions of Law 1 through 4, Respondent may be disciplined in the manner set out in Section 801.451, IMPOSITION OF ADMINISTRATIVE PENALTY, of the Veterinary Licensing Act, which authorizes an administrative penalty for violations of the Act and Board rules.

NOW, THEREFORE, THE BOARD AND RESPONDENT AGREE AS FOLLOWS:

Based on the above Findings of Fact and Conclusions of Law, the Board ORDERS that Respondent receive a FORMAL REPRIMAND.

The Board further ORDERS that Respondent's license be SUSPENDED for ONE YEAR, with said SUSPENSION STAYED and Respondent placed on PROBATION for the entire period of SUSPENSION.

The Board ORDERS that Respondent pay, within 45 days of the date of this Order, an ADMINISTRATIVE PENALTY of ONE THOUSAND DOLLARS (\$1,000.00). If Respondent fails to pay the administrative penalty within 45 days of the date of this Order, Respondent's license may be suspended until the penalty is paid, and any payment by the Respondent to the Board to renew his license will be applied toward the payment of any administrative fee owed to the Board, and further enforcement action may be taken.

The Board further ORDERS that Respondent shall take and pass the Texas veterinary jurisprudence examination within 90 days from the date of this Agreed Order.

The Board further ORDERS that:

1. Respondent shall abide by the Rules of Professional Conduct, the Texas Veterinary Licensing Act, and the laws of the State of Texas and the United States.
2. Respondent shall cooperate with the Board's attorneys, investigators, compliance officers and other employees and agents investigating Respondent's compliance with this Agreed Order.
3. Failure by Respondent to comply with the terms of this Agreed Order or with any other provisions of the Licensing Act or the Board Rules, may result in further disciplinary

Agreed Order 2012-167  
Ronald S. Hines, D.V.M.

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action.

Respondent, by signing this Agreed Order, acknowledges his understanding of the Agreed Order, the notice, and Findings of Fact and Conclusions of Law set forth herein, and agrees that he will satisfactorily comply with the mandates of the Agreed Order in a timely manner or be subject to appropriate disciplinary action by the Board.

Respondent, by signing this Agreed Order, waives his right to a formal hearing and any right to seek judicial review of this Agreed Order. Respondent acknowledges that he had the right to be represented by legal counsel in this matter.

RESPONDENT WAIVES ANY FURTHER HEARINGS OR APPEALS TO THE BOARD OR TO ANY COURT IN REGARD TO ALL TERMS AND CONDITIONS OF THIS AGREED ORDER. RESPONDENT AGREES THAT THIS IS A FINAL ORDER.

The effective date of this Agreed Order shall be the date it is adopted by the Board.

I, RONALD S. HINES, D.V.M., HAVE READ AND UNDERSTAND THE FOREGOING AGREED ORDER. I UNDERSTAND BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY. I UNDERSTAND THAT THIS ORDER CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

\_\_\_\_\_  
RONALD S. HINES, D.V.M.

\_\_\_\_\_  
DATE

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, on this day, personally appeared Ronald S. Hines, D.V.M., known to me as the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes stated therein.

Given under the hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

SIGNED AND ENTERED by the TEXAS BOARD OF VETERINARY MEDICAL  
EXAMINERS on this the \_\_\_\_\_, 20\_\_.

Bud E. Alldredge, Jr., D.V.M., President

Agreed Order 2012-167  
Ronald S. Hines, D.V.M.

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DOCKET NO. 2012-98

IN THE MATTER OF	§	TEXAS BOARD OF
THE LICENSE OF	§	VETERINARY
RONALD S. HINES, D.V.M.	§	MEDICAL EXAMINERS

**AGREED ORDER**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, came to be considered by the Texas Board of Veterinary Medical Examiners ("Board") the matter of the license of Ronald S. Hines, D.V.M. ("Respondent"). Pursuant to Section 801.408, Texas Occupations Code, and Board Rule 575.29, an informal conference was held on September 27, 2012. Respondent did not attend the informal conference, but was represented at the conference by counsel, Jeff Henry. The Board was represented at the conference by the Board's Enforcement Committee.

Respondent, without admitting the truth of the findings and conclusions set out in this Agreed Order, wishes to waive a formal adjudicative hearing and thereby informally dispose of the issues without a formal adjudication. Respondent agrees to comply with the terms and conditions set forth in this Order. In waiving an adjudicative hearing, Respondent acknowledges his understanding of the alleged violations and the adequacy and sufficiency of the notice provided to him.

Upon the recommendation of the Enforcement Committee and with Respondent's consent, the Board makes the following Findings of Fact and Conclusions of Law and enters this Agreed Order as set forth below.

**Findings of Fact**

1. Respondent, Ronald S. Hines, D.V.M. of Brownsville, Texas, holds Texas veterinary license 2419.
2. The Board has jurisdiction over the subject matter and Respondent. Respondent received notice, which may be required by law and by the rules of the Board. All jurisdictional requirements have been satisfied under Tex. Occ. Code Ann. Title 4 (Act). By entering into this Agreed Order, Respondent waives any defect in the notice and any further right to notice and hearing under the Act; Tex. Gov't Code Ann. §§ 2001.051-.054; and the Rules of the Texas Board of Veterinary Medical Examiners (Board Rules) (22 Tex. Admin. Code, Chapter 575).
3. Under Section 801.002(5) of the Veterinary Licensing Act, Texas Occupations Code, "practice of veterinary medicine" is defined to include:

(a) the diagnosis, treatment, correction, change, manipulation, relief, or prevention of animal disease, deformity, defect, injury or other physical condition...

(b) the representation of an ability or willingness to perform an act listed in Paragraph A;

(c) the use of a title, a word, or letters to induce the belief that a person is legally authorized and qualified to perform an act listed in Paragraph A; or

(d) the receipt of compensation for performing an act listed in Paragraph A.

4. Under Section 801.351 of the Veterinary Licensing Act, Texas Occupations Code, a person may not engage in the practice of veterinary medicine unless a veterinarian-client-patient relationship exists, and a veterinarian-client-patient relationship may not be established solely by telephone or electronic means.

5. Prior to April 2012, Respondent posted a website in which he identified himself as "Dr. Ron Hines, veterinarian," and offered "advice to dog, cat and exotic animal pet owners," stating, "if you ask me, in many cases I can help you with your decisions or lead you through your pet's treatment options." On the website, Respondent also wrote, "To ask me about the illness that is affecting your pet, I charge a one-time fee of \$58 for a thorough review in which we discuss the problem and methods of treatment." After customers pay the fee for his advice, Respondent requested that they fill out an electronic form online, and that if the customer has a problem with the form, "don't worry--I will contact you by email for all the information I will need to begin." Respondent also requested on the website that the prospective customer "send photographs and lab work" to him electronically for his review.

6. In addition to the individually tailored diagnostic services and veterinary medical advice for specific animals that Respondent offered for a fee on his website, Respondent also publishes articles on his website with general information on veterinary health issues that are not targeted at any individual patient. Because these general articles do not claim to treat and are not tailored to address the symptoms of any specific individual patient, these articles do not offer a diagnosis or treatment for any specific animal and therefore do not fall within the "practice of veterinary medicine" under Section 801.002(5) of the Veterinary Licensing Act, Texas Occupations Code.

#### **Conclusions of Law**

1. Respondent is required to comply with the provisions of the Veterinary Licensing Act, Chapter 801, Texas Occupations Code, and with the Board's Rules.

2. Based on Findings of Fact 1 through 5, Respondent has violated Section 801.351 of the Veterinary Licensing Act, Texas Occupations Code, which requires that a veterinarian establish and maintain a veterinarian-client-patient relationship prior to practicing veterinary medicine by

examining the animal, and specifies that a veterinarian-client-patient relationship cannot be established solely by telephone or electronic means.

3. Based on Findings of Fact 1 through 3 and Conclusions of Law 1 and 2, Respondent has violated Section 801.402 (4) of the Veterinary Licensing Act, Texas Occupations Code, and is subject to disciplinary action by the Board.

4. Based on Conclusions of Law 1 through 3, Respondent is subject to disciplinary action under Section 801.401 of the Veterinary Licensing Act, Texas Occupations Code:

801.401. DISCIPLINARY POWERS OF BOARD. (a) If an applicant or license holder is subject to denial of a license or to disciplinary action under Section 801.402, the Board may: (a)

- (1) refuse to examine an applicant or to issue or renew a license;
- (2) revoke or suspend a license;
- (3) place on probation a license holder or person whose license has been suspended;
- (4) reprimand a license holder; or
- (5) impose an administrative penalty.

.... (d) In addition to other disciplinary actions authorized by this subchapter, the board may require a license holder who violates this chapter to participate in a continuing education program.

5. Based on Conclusions of Law 1 through 3, Respondent may be disciplined in the manner set out in Section 801.451, IMPOSITION OF ADMINISTRATIVE PENALTY, of the Veterinary Licensing Act, which authorizes an administrative penalty for violations of the Act and Board rules.

NOW, THEREFORE, THE BOARD AND RESPONDENT AGREE AS FOLLOWS:

Based on the above Findings of Fact and Conclusions of Law, the Board ORDERS that Respondent receive a FORMAL REPRIMAND.

The Board further ORDERS that Respondent's license be SUSPENDED for ONE YEAR, with said SUSPENSION STAYED and Respondent placed on PROBATION for the entire period of SUSPENSION.

The Board ORDERS that Respondent pay, within 45 days of the date of this Order, an ADMINISTRATIVE PENALTY of FIVE HUNDRED DOLLARS (\$500.00). If Respondent

fails to pay the administrative penalty within 45 days of the date of this Order, Respondent's license may be suspended until the penalty is paid, and any payment by the Respondent to the Board to renew his license will be applied toward the payment of any administrative fee owed to the Board, and further enforcement action may be taken.

The Board further ORDERS that Respondent shall take and pass the Texas veterinary jurisprudence examination within 90 days from the date of this Agreed Order.

The Board further ORDERS that:

1. Respondent shall abide by the Rules of Professional Conduct, the Texas Veterinary Licensing Act, and the laws of the State of Texas and the United States.
2. Respondent shall cooperate with the Board's attorneys, investigators, compliance officers and other employees and agents investigating Respondent's compliance with this Agreed Order.
3. Failure by Respondent to comply with the terms of this Agreed Order or with any other provisions of the Licensing Act or the Board Rules, may result in further disciplinary action.

Respondent, by signing this Agreed Order, acknowledges his understanding of the Agreed Order, the notice, and Findings of Fact and Conclusions of Law set forth herein, and agrees that he will satisfactorily comply with the mandates of the Agreed Order in a timely manner or be subject to appropriate disciplinary action by the Board.

Respondent, by signing this Agreed Order, waives his right to a formal hearing and any right to seek judicial review of this Agreed Order. Respondent acknowledges that he had the right to be represented by legal counsel in this matter.

RESPONDENT WAIVES ANY FURTHER HEARINGS OR APPEALS TO THE BOARD OR TO ANY COURT IN REGARD TO ALL TERMS AND CONDITIONS OF THIS AGREED ORDER. RESPONDENT AGREES THAT THIS IS A FINAL ORDER.

The effective date of this Agreed Order shall be the date it is adopted by the Board.

I, RONALD S. HINES, D.V.M., HAVE READ AND UNDERSTAND THE FOREGOING AGREED ORDER. I UNDERSTAND BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY. I UNDERSTAND THAT THIS ORDER CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

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Ronald S. Hines, D.V.M.

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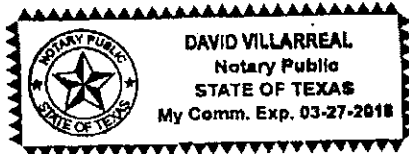
Ronald S. Hines  
RONALD S. HINES, D.V.M.

November 7 2012  
DATE

STATE OF TEXAS §  
COUNTY OF Cameron §

BEFORE ME, on this day, personally appeared Ronald S. Hines, D.V.M., known to me as the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes stated therein.

Given under the hand and seal of office this 1st day of November, 2012.



[Signature]  
Notary Public

SIGNED AND ENTERED by the TEXAS BOARD OF VETERINARY MEDICAL EXAMINERS on this the \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bud E. Alldredge, Jr., D.V.M., President