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ALSO ADMITTED IN NEW YORK**Fed. R. Evid. 408 Settlement Communication**

October 30, 2025

*Via Email Only*

Trey V. Perez  
GISLASON & HUNTER LLP  
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Re: HHCA Registry Dispute

Dear Trey:

I write regarding the most recent draft of the Conditional Memorandum of Understanding (“MOU”) exchanged between HHCA and AHCA. Over the past several months, AHCA have engaged with HHCA in good faith discussions aimed at finding a practical resolution that would avoid the need for litigation – to be clear, litigation, which would involve AHCA bringing claims against HHCA. Therefore, AHCA’s efforts have been directed towards memorializing the terms it understood HHCA had agreed to that would allow both parties to move forward without AHCA needing to bring suit against HHCA.

The latest draft of the MOU that AHCA received, however, introduced new provisions that have not been the subject of prior negotiations. More concerningly, the HHCA’s revisions suggest a shift in responsibility that implies that AHCA bears equal culpability in the circumstances giving rise to these discussions. That characterization of culpability is inaccurate and is inconsistent with our negotiations.

AHCA entered these discussions precisely to afford HHCA the opportunity to resolve this matter short of litigation. AHCA’s draft MOU was structured to reflect that understanding. By introducing provisions that alter that balance and shift obligations that were never contemplated, HHCA risks undermining the progress and jeopardizing the resolution that both parties have made and been working towards.

AHCA remains willing to finalize an agreement that reflects the commitments HHCA has already made, which would allow AHCA to stand down. But we must return to the

framework the parties have been constructing together. Namely, HHCA will remove references to AHCA from its website, registry, herdbook, rules, and handbook, and will no longer consider an animal's AHCA registration when evaluating its classification in the HHCA registry; and HHCA will no longer accept an application form which attaches an animal's registration with another registry, instead only process those who fill in the HHCA's specific form requesting the names of sire, dam, grandsires, and granddams of the animal being registered. Therefore, we have gone back to our original MOU that we sent you and made some of the revisions you made in yours which, although we may not agree with, we are willing to compromise on to resolve this matter.

If there are proposed edits you have that address the framework that we have been discussing and to which HHCA largely already agreed to, we are open to such minor refinements. But we are not willing to entertain the large-scale changes and false equivalencies that you have added to the MOU.

Please let me know if HHCA remains willing to do what it agreed to in your June 18, 2025 letter and sign the attached MOU, in which case, AHCA would be willing to stand down.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Anne M. Lockner', with a long horizontal flourish extending to the right.

Anne M. Lockner

Attachment