

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

**AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS, et al.,**

Plaintiffs,

V.

Case No. 03-2006 (EGS/JMF)

**RINGLING BROS. AND BARNUM &
BAILEY CIRCUS, et al.,**

Defendants.

EXHIBIT 15

TO

**MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF FEI'S MOTION TO COMPEL
DISCOVERY FROM PLAINTIFF TOM RIDER
AND FOR SANCTIONS, INCLUDING DISMISSAL**

FULBRIGHT & JAWORSKI L.L.P.

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February 2, 2007

VIA FACSIMILE AND U.S. MAIL

Katherine A. Meyer
Meyer Glitzenstein & Crystal
1601 Connecticut Avenue, N.W.
Suite 700
Washington, DC 20009-1056

Re: ASPCA v. Feld (No. 03-2006)(EGS): LCvR 7(m) Conference Regarding
Plaintiffs' Discovery Deficiencies

Dear Ms. Meyer:

As stated in my January 19, 2007 letter, it appears that the parties have reached an impasse over fundamental issues and we would like to schedule a meet and confer to avoid any further delay. Specifically, I suggested that we meet on Wednesday, February 7, 2007, but our request to meet with you has been ignored. We have no intention of delaying this any further. If you are unwilling to meet with us on or before February 7, 2007, we will proceed with filing our motion to compel. Indeed, the supplemental discovery responses provided by plaintiffs on January 31, 2007 clearly indicate that plaintiffs refuse to take seriously their overdue discovery obligations.

On a related note, I received a letter from Ms. Sanerib dated January 23, 2007 that enclosed an invoice for copying costs associated with the Animal Protection Institute's document production. I was particularly surprised to see that your law firm is now charging us \$0.20 per page – only seven months after Ms. Ockene argued that our rate of \$0.15 per page was excessive and stated that your firm is "typically charged \$.11 per page, and frequently \$.10 per page, by [your] outside vendor." See Ockene letter to Joiner (June 19, 2006) (misdated as May 19, 2006). Please confirm in writing that \$0.20 per page is the same rate that your firm charges its clients and that your clients actually pay. See, e.g., Joiner letter to Ockene (July 21, 2006) (confirming that the \$0.15 per page rate charged to plaintiffs is the same rate that is charged to our clients).

Once we receive such confirmation, we will credit the \$1,433.20 invoice towards plaintiffs' outstanding balance for the cost of copying our productions. As you may recall from previous correspondence, the copying cost associated with our document production is \$6,200.25. Plaintiffs, moreover, have not yet paid the \$1,156.91 charge for copies of videos that were provided to them in October. See Pardo letter to Ockene (Oct. 11, 2006). Plaintiffs'

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current outstanding balance, therefore, is \$7,225.84. This total reflects a credit of \$131.32 pursuant to Ms. Ockene's letter to Ms. Pardo dated August 10, 2006.

Please remit payment to us within thirty days. Assuming you confirm in writing that \$0.20 per page is the rate that your law firm charges its clients and the rate that your clients actually pay, plaintiffs' outstanding balance will be \$5,792.64.

Very truly yours,

A handwritten signature in cursive script, appearing to read "George Gasper".

George A. Gasper