

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

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

Plaintiffs,

v.

FELD ENTERTAINMENT, INC.,

Defendant.

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Case No. 03-2006 (EGS/JMF)

EXHIBIT 4

TO

**DEFENDANT’S MOTION TO ENFORCE
THE COURT’S DECEMBER 3, 2007 ORDER**

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matthewstowe@paulhastings.com

December 13, 2007

VIA COURIER

George Andrew Gasper
Fulbright & Jaworski L.L.P.
Market Square
801 Pennsylvania Avenue, N.W.
Washington, District of Columbia 20004-2623

Re: Humane Society

Dear George:

Please find enclosed documents responding to the Court's order of December 3, 2007. As requested in your motion with respect to RFP 1(a), we have enclosed a copy of the November 22, 2004, Asset Acquisition Agreement between the Humane Society of the United States and the Fund for Animals ("FFA"). This agreement was designed from its inception not to affect a merger between the two organizations, which as we have explained previously is a combination whereby one of the constituent corporations remains in being, absorbing in itself all the other constituent corporations, which cease to exist. *See, e.g., 20 Am. Jur. Proof of Facts* 2d 609. Significant real property in three different states, including land, buildings, and other facilities is retained by the FFA, as is the FFA's board of directors, although it is reduced in size and reconstituted. The FFA's board is active and has meetings, and in conjunction with the FFA we have produced minutes of those meetings to you previously.

In addition, this agreement was not designed to set forth in detail the operating relationship between the two organizations. That operating relationship was intended to be developed over time by the officers and boards of the two organizations. As a result, there have been some *de facto* course-of-dealings modifications to the Asset Acquisition Agreement over time. For example, even though section 1.1(i) and 10.6 of the Asset Acquisition Agreement grants HSUS the right to bequests left to the FFA, a subsequent *de facto* understanding between the boards has resulted in such bequests remaining with the FFA. As we have explained previously, the best documentation of the operating relationship between the two organizations is the deposition of Michael Markarian, especially at pages 25-37 and 60-62.

George Andrew Gasper
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In addition, please find enclosed records of payments made to the Wildlife Advocacy Project ("WAP"). Most are payments made by the FFA after the Asset Acquisition Agreement with HSUS, when the HSUS accounting department started processing payments made by the Fund. Also enclosed are a couple of grants to WAP directly from HSUS (as opposed to grants from the Fund that went through the HSUS accounting department) that pre-date the 2004 Asset Acquisition Agreement (dated 12/30/02 and 5/1/03). These payments are grants to WAP for use as part of a manatee-protection campaign in Florida, and are the only payments from HSUS directly to the WAP (as opposed to HSUS processing check requests from the FFA).

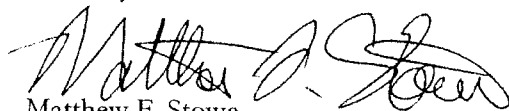
Also enclosed is the FFA's latest Form 990, which has recently become available.

Other than the enclosed documents and those voluntarily produced previously, HSUS confirms that it:

1. Does not have in its custody and control any documents referring to the litigation that were created by parties to the litigation. HSUS observes that there are some press releases and other informational materials referring to the litigation on the FFA's website, but the website is an FFA asset and HSUS has no control over its content.
2. Does not have in its custody and control any documents relating to any funding of Tom Rider's educational/litigation activities by any party to the litigation, any attorney representing a party, or the Wildlife Advocacy Project.
3. Does not have in its custody or control any documents that refer, reflect, or relate to Tom Rider.
4. Does not have any custody or control any other documents relating to the WAP covered by Judge Sullivan's order.

Please call me at 202-551-1771 if you have any questions.

Sincerely,



Matthew F. Stowe

for PAUL, HASTINGS, JANOFSKY & WALKER LLP

Enclosures