

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

**FELD ENTERTAINMENT, INC.**

**Plaintiff,**

**v.**

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

**Defendants.**

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**Case No. 07- 1532 (EGS)**

**PLAINTIFF FELD ENTERTAINMENT, INC.'S  
MOTION TO STRIKE INSUFFICIENT DEFENSES**

**EXHIBIT 1**

<b>Defendant</b>	<b>Defense # in Answer</b>	<b>DEFENSE</b>
		<b>Contributory Negligence/Assumption of Risk</b>
Rider	4	Plaintiff's alleged injuries or damages, if any, were or may have been caused or proximately caused by the plaintiff's contributory negligence.
Rider	8	Plaintiff's claims are or may be barred by the doctrine of assumption of the risk.
API	11	FEI's alleged injuries or damages, if any, were or may have been caused or proximately caused by the plaintiff's contributory negligence.
API	15	Plaintiff's claims are or may be barred by the doctrine of assumption of the risk.
MGC	4	Plaintiff's alleged injuries or damages, if any, were or may have been caused or proximately caused by the plaintiff's contributory negligence and/or assumption of the risk.
Lovvorn	6	Plaintiff's claims are barred, in whole or in part, by doctrines of estoppel, waiver, laches, unclean hands, <i>in pari delicto</i> , and/or assumption of the risk.
Lovvorn	11	Plaintiff's alleged injuries or damages, if any, were proximately caused by the plaintiff's contributory negligence.
Ockene	6	Plaintiff's claims are barred, in whole or in part, by doctrines of estoppel, waiver, laches, unclean hands, <i>in pari delicto</i> , and/or assumption of the risk.
Ockene	11	Plaintiff's alleged injuries or damages, if any, were proximately caused by the plaintiff's contributory negligence.
		<b>Lack of Privity</b>
Rider	10	Plaintiff's claims are or may be barred by lack of privity of contract and/or because these defendants owed no duty to plaintiff.
MGC	8	Plaintiff's claims are or may be barred by lack of privity of contract and/or because these defendants owed no duty to plaintiff.

<b>Defendant</b>	<b>Defense # in Answer</b>	<b>DEFENSE</b>
		<b>Relief Sought Violates Due Process</b>
AWI	24	The relief sought by plaintiff is so egregious, excessive and inequitable that it would violate the Due Process clause of the Fifth and Fourteenth Amendments of the United States Constitution.
Lovvorn	7	The relief sought by plaintiff is so egregiously excessive and inequitable that it would violate the Due Process Clause of the Fifth and Fourteenth Amendments of the United States Constitution.
Ockene	7	The relief sought by plaintiff is so egregiously excessive and inequitable that it would violate the Due Process Clause of the Fifth and Fourteenth Amendments of the United States Constitution.
		<b>Reasonable/Good Faith Conduct</b>
ASPCA	6	Plaintiff's claims are barred because at all relevant times ASPCA's conduct was reasonable, lawful, and in good faith.
AWI	19	Plaintiff's RICO and State law claims are barred because at all relevant times AWT's conduct was reasonable, lawful, and in good faith.
FFA	11	FEI's claims are barred, in whole or in part, because The Fund for Animals acted in good faith at all times.
Rider	27	Plaintiff's claims are or may be barred in whole or in part because at all relevant times Rider's conduct was reasonable, lawful, and in good faith.
API	20	Plaintiff's claims are or may be barred in whole or in part because Born Free at all relevant times acted in good faith.
MGC	24	Plaintiff's claims are or may be barred in whole or in part because at all relevant times the MGC Defendants' conduct was reasonable, lawful, and in good faith.
		<b>Compliance with D.C. Rule of Professional Conduct 1.3(a)</b>
Lovvorn	8	In all aspects of his participation in the ESA action, Defendant acted in good faith in accordance Rule 1.3(a) of the D.C. Bar Rules of Professional Conduct to represent his clients zealously and diligently within the bounds of the law.
Ockene	8	In all aspects of her participation in the ESA action, Defendant acted in good faith in accordance Rule 1.3(a) of the D.C. Bar Rules of Professional Conduct to represent her clients zealously and diligently within the bounds of the law.

Defendant	Defense # in Answer	DEFENSE
		<b>D.C. Anti-SLAPP Act</b>
ASPCA	9	Plaintiff's claims are barred in whole or in part by the District of Columbia's Anti-SLAPP Act ("strategic lawsuits against public participation"), codified at D.C. Code §§ 16-5501 <i>et seq.</i> (2010).
AWI	5	Plaintiff's RICO and State law claims are barred by the Noerr-Pennington Doctrine, the First Amendment rights of Defendants and/or the District of Columbia's Anti-SLAPP Act, codified at D.C. Code §§ 16-5501 <i>et seq.</i> (2010).
Rider	20	Plaintiff's claims are or may be barred in whole or in part by the District of Columbia's Anti-SLAPP Act ("strategic lawsuits against public participation") codified at D.C. Code §§ 16-5501 <i>et seq.</i> (2010).
API	18	Plaintiff's claims are or may be barred in whole or in part by the District of Columbia's Anti-SLAPP Act ("strategic lawsuits against public participation") codified at D.C. Code §§ 16-5501 <i>et seq.</i> (2010).
WAP	11	Plaintiff's claims are or may be barred in whole or in part by the District of Columbia's Anti-SLAPP Act ("strategic lawsuits against public participation") codified at D.C. Code §§ 16-5501 <i>et seq.</i> (2010).
MGC	18	Plaintiff's claims are or may be barred in whole or in part by the District of Columbia's Anti-SLAPP Act ("strategic lawsuits against public participation") codified at D.C. Code §§ 16-5501 <i>et seq.</i> (2010).
Lovvorn	16	Plaintiff's claims are barred, in whole or in part, by the District of Columbia Anti-SLAPP Act, D.C. Code § 16-5501 <i>et seq.</i>
Ockene	16	Plaintiff's claims are barred, in whole or in part, by the District of Columbia Anti-SLAPP Act, D.C. Code § 16-5501 <i>et seq.</i>
		<b>Conduct Taken By Others Outside Control</b>
ASPCA	7	Plaintiff's claims are barred because the alleged conduct complained of by Plaintiff was taken by persons other than ASPCA and, at all relevant times, said persons or entities acted without the consent, authorization, knowledge, or ratification of ASPCA.
ASPCA	23	Plaintiff's alleged injuries and/or damages, if any, were or may have been proximately caused by the superseding and/or intervening acts or negligence of others for whom ASPCA is not responsible.
AWI	20	Plaintiff's RICO and State law claims are barred because the alleged conduct complained of by Plaintiff in its Amended Complaint was taken by persons or entities other than AWI and, at all relevant times, said persons or entities acted without the consent, authorization, knowledge, or ratification of AWI.

<b>Defendant</b>	<b>Defense # in Answer</b>	<b>DEFENSE</b>
		<b>Conduct Taken By Others Outside Control</b>
AWI	21	To the extent Plaintiff sustained damages as alleged in the Amended Complaint (which AWI denies), such damages were caused by persons or entities other than AWI, and, at all relevant times, said persons or entities acted without the consent, authorization, knowledge, or ratification of AWI.
FFA	8	FEI's damages, if any, were proximately caused by superseding and/or intervening acts or negligence done by others for whom The Fund for Animals is (or was) not responsible, including the acts or negligence of persons acting outside the scope of their employment or agency and for whom the Fund for Animals is (or was) not responsible.
Rider	5	Plaintiff's alleged injuries, if any, were not caused or proximately caused by any actions or omissions of these defendants or any of their agents.
Rider	6	Plaintiff's alleged injuries and/or damages, if any, were or may have been proximately caused by the superseding and/or intervening acts or negligence of others for whom these defendants are not responsible.
Rider	7	Plaintiff's alleged injuries and/or damages, if any, were or may have been proximately caused by the acts or negligence of persons acting outside the scope of their employment and for whom these defendants are not responsible.
API	12	FEI's injuries and damages, if any, were not caused or proximately caused by any acts and/or omissions by Born Free.
API	13	FEI's alleged injuries and/or damages, if any, were or may have been proximately caused by superseding and/or intervening acts or negligence of others for whom Born Free is not responsible.
API	14	Plaintiff's alleged injuries and/or damages, if any, were or may have been proximately caused by the acts of negligence of persons acting outside the scope of their employment and for whom Born Free is not responsible.
WAP	4	Plaintiff's alleged injuries, if any, were not caused or proximately caused by any actions or omissions of WAP or any of its agents.
MGC	5	Plaintiff's alleged injuries and damages, if any, were not caused or proximately caused by any acts and/or omissions of these defendants or their agents and any alleged injuries and/or damages, if any, were or may have been proximately caused by the superseding and/or intervening acts or negligence of others for whom these defendants are not responsible.

Defendant	Defense # in Answer	DEFENSE
		<b>Conduct Taken By Others Outside Control</b>
MGC	7	Plaintiff's alleged injuries and/or damages, if any, were or may have been proximately caused by the acts or negligence of persons acting outside the scope of their employment and for whom these defendants are not responsible.
Lovvorn	9	Defendant has no vicarious liability as a partner of any other defendant or of any law firm because (i) Defendant has never been a general partner at any law firm, (ii) any unlawful acts by a partner of any such firm were unauthorized by the partnership, and (iii) any unlawful acts by a partner of any such firms were made without Defendant's actual or apparent consent, authorization, knowledge or ratification.
Lovvorn	12	Plaintiff's alleged injuries or damages, if any, were proximately caused by the superseding and/or intervening acts of others without the consent, authorization, knowledge, or ratification of Defendant.
Ockene	9	Defendant has no vicarious liability as a partner of any other defendant or of any law firm because (i) Defendant has never been a general partner at any law firm, (ii) any unlawful acts by a partner of any such firm were unauthorized by the partnership, and (iii) any unlawful acts by a partner of any such firms were made without Defendant's actual or apparent consent, authorization, knowledge or ratification.
Ockene	12	Plaintiff's alleged injuries or damages, if any, were proximately caused by the superseding and/or intervening acts of others without the consent, authorization, knowledge, or ratification of Defendant.
		<b>Unclean Hands, <i>In Pari Delicto</i>, Laches, Estoppel, and Waiver</b>
ASPCA	5	Plaintiff's claims are barred by the equitable doctrines of unclean hands, estoppel, laches and/or waiver.
AWI	18	Plaintiff's RICO and State law claims are barred by the equitable doctrines of unclean hands, estoppel, laches and/or waiver.
FFA	6	As a result of its own actions, inactions, inadvertence, oversight, deleteriousness, or other conduct, FEI has waived the claims set forth in its First Amended Complaint.
FFA	7	FEI's claims are barred, in whole or in part, by the doctrine of estoppel or laches.
FFA	12	FEI's claims are barred in whole or in part by the doctrines of <i>in pari delicto</i> and unclean hands.

Defendant	Defense # in Answer	DEFENSE
		<b>Unclean Hands, <i>In Pari Delicto</i>, Laches, Estoppel, and Waiver</b>
Rider	11	Plaintiff's claims are or may be barred by the doctrines of laches, waiver and/or estoppel.
Rider	18	Plaintiff's claims are or may be barred in whole or in part by the doctrine of unclean hands.
Rider	19	Plaintiff's claims are or may be barred by the doctrine of <i>pare delicto</i> .
API	5	FEI's claims are barred, in whole or in part, by the doctrines of estoppel, waiver, and/or laches.
API	6	FEI's claims are barred, in whole or in part, by the doctrine of unclean hands.
API	17	Plaintiff's claims are or may be barred in whole or in part by the doctrine of <i>in pari delicto</i> .
WAP	6	Plaintiff's claims are or may be barred by the doctrines of laches, waiver and/or estoppel.
WAP	9	Plaintiff's claims are or may be barred in whole or in part by the doctrine of unclean hands.
WAP	10	Plaintiff's claims are or may be barred by the doctrine of <i>pare delicto</i> .
MGC	9	Plaintiff's claims are or may be barred by the doctrines of laches, waiver and/or estoppel.
MGC	16	Plaintiff's claims are or may be barred in whole or in part by the doctrine of unclean hands and/or <i>pare delicto</i> .
HSUS	7	Plaintiff's claims are barred, in whole or in part, by the doctrines of estoppel, waiver, laches, and/or unclean hands.
Lovvorn	6	Plaintiff's claims are barred, in whole or in part, by doctrines of estoppel, waiver, laches, unclean hands, <i>in pari delicto</i> , and/or assumption of the risk.
Ockene	6	Plaintiff's claims are barred, in whole or in part, by doctrines of estoppel, waiver, laches, unclean hands, <i>in pari delicto</i> , and/or assumption of the risk.