

Exhibit 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FELD ENTERTAINMENT, INC.,)	
)	
Plaintiff,)	
)	
v.)	Civ. No. 07-1532 (EGS)
)	
AMERICAN SOCIETY FOR THE)	
PREVENTION OF CRUELTY TO)	
ANIMALS, <i>et al.</i> ,)	
)	
Defendants.)	

FIRST SUPPLEMENTAL ANSWER OF DEFENDANT THE HUMANE SOCIETY OF THE UNITED STATES TO THE FIRST AMENDED COMPLAINT

Defendant The Humane Society of the United States (“Defendant” or “HSUS”) answers the separately numbered paragraphs of the First Amended Complaint by Feld Entertainment Inc. (“Plaintiff” or “FEI”) as follows:

1. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, Defendant admits that Plaintiff purports to bring this suit under the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961 *et seq.*, and pursuant to state law statutory and tort claims against the named defendants. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as one entity “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, Defendant denies the allegations.

2. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in

this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 2. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 2, and thus denies them.

3. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 3. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 3, and thus denies them.

4. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 4. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 4, and thus denies them.

5. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 5. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 5, and thus denies them.

6. Defendant denies the existence of “FFA/HSUS” as a single entity. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 6. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 6, and thus denies them.

7. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 7. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 7, and thus denies them.

8. Defendant admits that there was a trial in *ASPCA v. Feld*, No. 03-2006, that the Court issued a memorandum opinion on December 30, 2009, and that the memorandum opinion speaks for itself. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 8, and thus denies them.

9. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph,

including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 9. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 9, and thus denies them.

10. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 10. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 10, and thus denies them.

11. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to the FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 11. The second and third sentences of paragraph 11 purport to characterize IRS Forms 990s for 2006 through 2008, which speak for themselves. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 11, and thus denies them.

12. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph, including reference to “Defendants,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 12. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 12, and thus denies them.

13. To the extent that the allegations in this paragraph, including reference to “defendants,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 13. The allegations in paragraph 13 purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 13, and thus denies them.

14. To the extent that the allegations in this paragraph, including reference to “defendants,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 14. The allegations in paragraph 14 purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 14, and thus denies them.

15. To the extent that the allegations in this paragraph, including reference to “defendants,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 15. The allegations in paragraph 15 purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 15, and thus denies them.

16. To the extent that the allegations in this paragraph, including reference to “defendants,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 16. The allegations in paragraph 16 purport to state various conclusions of law to which no response is required, however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 16, and thus denies them.

17. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 17. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 17, and thus denies them.

18. Defendant admits that ASPCA, AWI, API, FFA, and Rider were plaintiffs and FEI was a defendant in the ESA Action. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 18. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 18, and thus denies them.

19. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 19. Defendant admits that FFA directed funding to WAP through checks that were processed by the HSUS Accounting Department. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 19, and thus denies them.

20. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 20. Defendant admits that FFA directed funding to WAP through checks that were processed by the HSUS Accounting Department. Defendant denies the

allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 20, and thus denies them.

21. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 21. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 21, and thus denies them.

22. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 22. Paragraph 22 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 22, and thus denies them.

23. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 23. Paragraph 23 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 23, and thus denies them.

24. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 24. Paragraph 24 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. The remaining factual allegations against HSUS are denied. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 24, and thus denies them.

25. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 25. Defendant admits that FFA directed funding to WAP through checks that were processed by the HSUS Accounting Department. Paragraph 25 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. The remaining factual allegations against HSUS are denied. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 25, and thus denies them.

26. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 26. Paragraph 26 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. The remaining factual allegations against

HSUS are denied. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 26, and thus denies them.

27. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 27. The fourth sentence of paragraph 27 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant admits that there was a trial in *ASPCA v. Feld*, No. 03-2006, that the Court issued a memorandum opinion on December 31, 2009, and that the memorandum opinion speaks for itself. The remaining factual allegations against HSUS are denied. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 27, and thus denies them.

28. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 28. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 28, and thus denies them.

29. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 29. Defendant denies the remaining

allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 29, and thus denies them.

30. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 30. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 30, and thus denies them.

31. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 31. The third sentence purports to state conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. The remaining factual allegations against HSUS are denied. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 31, and thus denies them.

32. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 32, and thus denies them.

33. Admitted.

34. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 34, and thus denies them.

35. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35, and thus denies them.

36. Defendant admits the allegations in the first sentence of paragraph 36 that the Fund for Animals and the Humane Society of the United States are both non-profit member organizations, but denies the existence of “FFA/HSUS” as a single entity. Defendant denies the allegation in the second sentence of paragraph 36 that it merged with FFA. Defendant denies the allegations in the third sentence of paragraph 36 to the extent that they allege that the Fund for Animals and HSUS merged. Defendant admits the allegations in the third sentence of paragraph 36 to the extent that the Fund for Animals operates advocacy programs together with HSUS and that the HSUS represents the largest animal protection organization in the United States.

Defendant admits that the HSUS has more than 10.5 million members and constituents and has had annual revenues of \$130 million and assets of \$200 million in the past. Defendant admits the allegations in the fourth sentence of paragraph 36. The allegations in the fifth sentence of paragraph 36 purport to characterize the contents of the Defendant’s IRS Form 990 for the calendar year 2008, and Defendant refers to the Form 990 as the best source of evidence for determining its contents. As to the sixth sentence of paragraph 36, Defendant admits that Mr. Markarian was the representative of The Fund for Animals in connection with the ESA litigation; denies that Mr. Markarian was the representative of Defendant in connection with the ESA Action because HSUS was not a plaintiff in the ESA Action; admits that Mr. Markarian is the President of the Fund for Animals; admits that Mr. Markarian was the Executive Vice President, External Affairs of HSUS from January 1, 2005 through April 30, 2009; and denies the remainder of the allegations in the sixth sentence of paragraph 36 as to HSUS. Defendant denies the allegations in the seventh sentence of paragraph 36 other than to admit that employees of HSUS have appeared

as counsel on behalf of The Fund for Animals and in that capacity appeared as counsel of record in the ESA Action. Defendant denies the remaining allegations of paragraph 36 as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 36, and thus denies them.

37. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37, and thus denies them.

38. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 38, and thus denies them.

39. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39, and thus denies them.

40. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40, and thus denies them.

41. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41, and thus denies them.

42. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42, and thus denies them.

43. Defendant admits the first sentence of paragraph 43. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 43, and thus denies them.

44. Defendant admits the allegations in the first and fifth sentences of paragraph 44. Defendant admits that Jonathan R. Lovvorn (“Mr. Lovvorn”) is employed by HSUS and does business at 2100 L Street, N.W., Washington, D.C. 20037. Defendant admits that Mr. Lovvorn was an employee of Meyer & Glitzenstein between 1997 and 2004. Defendant admits that Mr. Lovvorn appeared as counsel of record in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. Defendant denies that HSUS was a plaintiff in the ESA Action. Defendant denies that Mr. Lovvorn entered an appearance on behalf of HSUS in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 44. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 44, and thus denies them.

45. Defendant admits the allegations in the first and fifth sentences of paragraph 45. Defendant admits that Kimberly D. Ockene (“Ms. Ockene”) is employed by HSUS, which is located at 2100 L Street, N.W., Washington, D.C. 20037. Defendant admits that Ms. Ockene appeared as counsel of record in the ESA Action. Defendant admits that Ms. Ockene was employed by Meyer & Glitzenstein during part of the period alleged. Defendant admits that Ms. Ockene was counsel of record for the plaintiffs in the ESA Action. Defendant denies that HSUS was a plaintiff in the ESA Action or that Ms. Ockene entered an appearance on behalf of HSUS in the ESA Action. Defendant denies the remaining allegations as to HSUS. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 45, and thus denies them.

46. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 46. Paragraph 46 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 46, and thus denies them.

47. This states a legal conclusion to which no response is required.

48. This states a legal conclusion to which no response is required.

49. This states a legal conclusion to which no response is required.

50. Defendant denies that it was a plaintiff in the original ESA Action, Civil Action No. 00-1641. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 50. Paragraph 50 purports to characterize various pleadings and rulings of the Court; the pleadings and rulings speak for themselves. Defendant denies the remaining allegations as to HSUS.

51. Defendant denies that it was a plaintiff in Civil Action Nos. 00-1641 and/or 03-2006 and/or a party to Appeal No. 01-7166. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 51. Defendant

denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 51, and thus denies them.

52. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 52. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 52, and thus denies them.

53. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 53. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 53, and thus denies them.

54. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 54. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 54, and thus denies them.

55. Defendant denies that it was a plaintiff in the ESA Action, numbered Civil Action No. 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that

the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 55. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 55, and thus denies them.

56. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 56. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 56, and thus denies them.

57. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 57. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 57, and thus denies them.

58. Defendant denies that it was a plaintiff in the ESA Action. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 58, and thus denies them.

59. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the

allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 59. Defendant admits that there was a trial in *ASPCA v. Feld*, No. 03-2006, that the Court issued a memorandum opinion on December 30, 2009, and that the memorandum opinion speaks for itself. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 59, and thus denies them.

60. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 60. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 60, and thus denies them.

61. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 61. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 61, and thus denies them.

62. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a

merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 62. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 62, and thus denies them.

63. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 63. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 63, and thus denies them.

64. Paragraph 64 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 64, and thus denies them.

65. Paragraph 65 purports to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 65, and thus denies them.

66. Paragraph 66 makes no allegations of fact and thus no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 66, and thus denies them.

67. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 63. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 63, and thus denies them.

68. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 68. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 68, and thus denies them.

69. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 69. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 69, and thus denies them.

70. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 70. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 70, and thus denies them.

71. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 71, and thus denies them.

72. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 72. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 72, and thus denies them.

73. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 73. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 73, and thus denies them.

74. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 74, and thus denies them.

75. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 75, and thus denies them.

76. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 76. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 76, and thus denies them.

77. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 77. Paragraph 77 purports to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 77, and thus denies them.

78. Paragraph 78 purports to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to

HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 78, and thus denies them.

79. Paragraph 79 purports to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 79, and thus denies them.

80. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first sentence of paragraph 80. The second sentence of paragraph 80 purports to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations, and thus denies them.

81. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 81. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 81, and thus denies them.

82. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the

allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 82. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 82, and thus denies them.

83. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 83, and thus denies them.

84. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 84, and thus denies them.

85. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 85, and thus denies them.

86. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 86, and thus denies them.

87. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 87, and thus denies them.

88. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 88, and thus denies them.

89. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 89, and thus denies them.

90. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 90. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 90, and thus denies them.

91. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 91, and thus denies them.

92. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 92. Defendant admits that FFA directed \$5,500.00 to WAP through checks processed by the HSUS Accounting Department from March 17, 2005 to June 15, 2005. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 92, and thus denies them.

93. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 93. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 93, and thus denies them.

94. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 94, and thus denies them.

95. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 95, and thus denies them.

96. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 99. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 96, and thus denies them.

97. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 97, and thus denies them.

98. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 98. The allegations in the first and second sentences purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 98, and thus denies them. Defendant denies the remaining factual allegations as to HSUS.

99. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as

“FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 99. The allegations in the first and second sentences purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 99, and thus denies them.

100. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 100. To the extent that the allegations in the fourth sentence purport to state various conclusions of law, no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 100, and thus denies them. Defendant denies the remaining factual allegations as to HSUS.

101. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 101. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 101, and thus denies them.

102. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 102. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 102, and thus denies them.

103. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 103. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 103, and thus denies them.

104. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 104. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 104, and thus denies them.

105. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 105. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 105, and thus denies them.

106. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 106, and thus denies them.

107. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 107, and thus denies them.

108. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 108, and thus denies them.

109. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 109, and thus denies them.

110. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 110, and thus denies them.

111. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 111, and thus denies them.

112. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 112, and thus denies them.

113. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 113, and thus denies them.

114. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 114, and thus denies them.

115. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 115, and thus denies them.

116. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 116, and thus denies them.

117. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 117, and thus denies them.

118. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 118, and thus denies them.

119. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 119. Defendant admits that there was a trial in *ASPCA v. Feld*, No. 03-2006, that the Court issued a memorandum opinion on December 30, 2009, and that the memorandum opinion speaks for itself. Defendant

denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 119, and thus denies them.

120. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 120, and thus denies them.

121. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 121, and thus denies them.

122. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 122, and thus denies them.

123. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 123, and thus denies them.

124. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 124, and thus denies them.

125. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 125. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 125, and thus denies them.

126. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 126. Defendant denies the remaining allegations as to HSUS. The allegations in the third sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 126, and thus denies them.

127. Defendant denies the existence of "FFA/HSUS" as a single entity. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 127, and thus denies them.

128. Defendant denies the existence of "FFA/HSUS" as a single entity. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 128, and thus denies them.

129. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 129. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 125, and thus denies them.

130. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 130, and thus denies them.

131. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 131, and thus denies them.

132. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 132, and thus denies them.

133. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 133, and thus denies them.

134. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 134, and thus denies them.

135. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 135, and thus denies them.

136. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 136. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 136, and thus denies them.

137. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 137, and thus denies them.

138. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 138. Defendant denies the remaining factual allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 138, and thus denies them.

139. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 139. Defendant denies the remaining factual allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 139, and thus denies them.

140. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 140. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks

knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 140, and thus denies them.

141. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 141. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 141, and thus denies them.

142. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 142, and thus denies them.

143. The allegations in the second sentence purport to state various conclusions of law to which no response is required, but to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 143, and thus denies them.

144. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 144. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 144, and thus denies them.

145. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 145. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 145, and thus denies them.

146. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 146, and thus denies them.

147. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 147, and thus denies them.

148. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 148, and thus denies them.

149. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 149, and thus denies them.

150. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 150. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required, but to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge

or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 150, and thus denies them.

151. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 151. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 151, and thus denies them.

152. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 152. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 152, and thus denies them.

153. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 153. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information

sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 153, and thus denies them.

154. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 154. Defendant denies the remaining allegations as to HSUS. The allegations in this paragraph purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 154, and thus denies them.

155. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 155, and thus denies them.

156. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 156. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 156, and thus denies them.

157. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as

“FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 157. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 157, and thus denies them.

158. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 158. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 158, and thus denies them.

159. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 159. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 159, and thus denies them.

160. Defendant denies that it merged with FFA. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 160. Defendant admits that FFA directed

\$11,500.00 to WAP through checks that were processed by the HSUS Accounting Department. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 160, and thus denies them.

161. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 161. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 161, and thus denies them.

162. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 162. The IRS Form 1099s speak for themselves. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 162, and thus denies them.

163. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to

FFA's Answer to paragraph 163. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 163, and thus denies them.

164. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 164. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 164, and thus denies them.

165. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 165. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 165, and thus denies them.

166. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 166. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 166 purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 166, and thus denies them.

167. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 167. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 167 purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 167, and thus denies them.

168. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 168. Defendant denies the remaining allegations as to HSUS. The

allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 168, and thus denies them.

169. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 169, and thus denies them.

170. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 170, and thus denies them.

171. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 171, and thus denies them.

172. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 172, and thus denies them.

173. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 173, and thus denies them.

174. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 174. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 174, and thus denies them.

175. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 175. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 175, and thus denies them.

176. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 176. Defendant denies the remaining allegations as to HSUS. The allegations in this paragraph purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 176, and thus denies them.

177. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 177. Defendant denies the remaining allegations as to HSUS. The allegations in this paragraph purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or

information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 177, and thus denies them.

178. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 178, and thus denies them.

179. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 179. Defendant admits that a fundraiser was held in July 2005. Defendant admits that paragraph 179 quotes, in part, from an invitation to that fundraiser, which speaks for itself. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 179, and thus denies them.

180. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 180. Defendant admits the existence of an invitation to the July 2005 fundraiser, which speaks for itself. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 180, and thus denies them.

181. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 181. Defendant denies the remaining allegations as to HSUS. The allegations in the first and second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 181, and thus denies them.

182. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 182. Defendant denies the remaining allegations as to HSUS. The allegations in this paragraph purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 182, and thus denies them.

183. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 183. Defendant denies the remaining allegations as to HSUS. The allegations in this paragraph purport to state various conclusions of law to which no response is required; however, to the extent that a response

is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 183, and thus denies them.

184. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 184, and thus denies them.

185. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 185. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 185, and thus denies them.

186. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 186. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 186, and thus denies them.

187. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 187, and thus denies them.

188. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 188. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 188, and thus denies them.

189. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 189. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 189, and thus denies them.

190. Defendant admits that there was a trial in *ASPCA v. Feld*, No. 03-2006, that the Court issued a memorandum opinion on December 30, 2009, and that the memorandum opinion speaks for itself. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 190. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 190, and thus denies them.

191. The allegations in paragraph 191 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 191, and thus denies them.

192. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 192. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 192, and thus denies them.

193. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 193. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 193, and thus denies them.

194. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 194, and thus denies them.

195. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 195, and thus denies them.

196. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 196. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 196, and thus denies them.

197. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 197. Defendant denies the remaining allegations as to HSUS. The allegations in the second sentence purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 197, and thus denies them.

198. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 198, and thus denies them.

199. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 199, and thus denies them.

200. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 200. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 200, and thus denies them.

201. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 201, and thus denies them.

202. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 202, and thus denies them.

203. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 203, and thus denies them.

204. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 204, and thus denies them.

205. The allegations in paragraph 205 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 205, and thus denies them.

206. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 206, and thus denies them.

207. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 207. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 207, and thus denies them.

208. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 208. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 208, and thus denies them.

209. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 209. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 209, and thus denies them.

210. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as

“FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 207. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 210, and thus denies them.

211. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 211. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 211, and thus denies them.

212. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 212. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 212, and thus denies them.

213. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to

FFA's Answer to paragraph 213. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 213, and thus denies them.

214. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 214, and thus denies them.

215. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 215, and thus denies them.

216. The allegations in paragraph 216 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 216, and thus denies them.

217. Defendant admits that Mr. Markarian testified as a Rule 30(b)(6) witness on behalf of FFA on June 22, 2005. Defendant denies that Mr. Markarian, President of FFA, testified as a Rule 30(b)(6) witness on behalf of HSUS on June 22, 2005. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 217. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 217, and thus denies them.

218. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 218. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 218, and thus denies them.

219. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 219. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 219, and thus denies them.

220. Defendant denies that Mr. Markarian testified as a Rule 30(b)(6) witness on behalf of HSUS on June 22, 2005. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 220. The allegations in this paragraph purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant denies the remaining

allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 220, and thus denies them.

221. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 221. The allegations in this paragraph purport to state various conclusions of law to which no response is required; however, to the extent that a response is required, Defendant denies the allegations as to HSUS. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 221, and thus denies them.

222. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 222. The remaining allegations in paragraph 222 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 222, and thus denies them.

223. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 223, and thus denies them.

224. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 224. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 224, and thus denies them.

225. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 225, and thus denies them.

226. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 226. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 226, and thus denies them.

227. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 227. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 227, and thus denies them.

228. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 228, and thus denies them.

229. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 229, and thus denies them.

230. The allegations in paragraph 30 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 230, and thus denies them.

231. Defendant admits that the magistrate judge held a discovery hearing in February and March 2008 in the ESA Action. The pleadings and hearing transcripts speak for themselves. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 231. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 231, and thus denies them.

232. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 232. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 232, and thus denies them.

233. The allegations in paragraph 233 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 233, and thus denies them.

234. The allegations in paragraph 234 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 234, and thus denies them.

235. Defendant denies that it was a plaintiff in the ESA Action. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 235. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 235, and thus denies them.

236. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 236. Defendant admits that it has supported legislation barring the abuse of animals. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 236, and thus denies them.

237. Defendant admits that H.R. 2929 was introduced in Congress in 1999. Defendant refers to H.R. 2929 as the best source of evidence of its contents. The remaining allegations are denied.

238. Defendant admits that various government entities have introduced legislation and/or regulation related to the use of exotic animals, such as elephants. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 238, and thus denies them.

239. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 239. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 239, and thus denies them.

240. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 236. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 240 otherwise purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information

sufficient to form a belief as to the truth of the remaining allegations in paragraph 240, and thus denies them.

241. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 241. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 241, and thus denies them.

242. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 242, and thus denies them.

243. Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 243, and thus denies them.

244. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 244. Defendant admits that it has been involved with other litigation involving at least one endangered Asian elephant. Defendant admits that a report was compiled concerning FEI’s Asian elephants, but denies that it was involved in compiling the report. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 244, and thus denies them.

245. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 245. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 245, and thus denies them.

246. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 246. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 246, and thus denies them.

247. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 247. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 247 purport to state various conclusions of law, no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 247, and thus denies them.

248. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 248, and thus denies them.

249. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 249, and thus denies them.

250. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 250, and thus denies them.

251. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 251, and thus denies them.

252. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 252, and thus denies them.

253. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 253, and thus denies them.

254. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 254, and thus denies them.

255. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 255, and thus denies them.

256. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 256, and thus denies them.

257. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 257. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 257, and thus denies them.

258. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 258, and thus denies them.

259. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 259, and thus denies them.

260. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 260, and thus denies them.

261. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 261, and thus denies them.

262. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 262, and thus denies them.

263. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 263, and thus denies them.

264. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 264, and thus denies them.

265. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 265, and thus denies them.

266. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 266. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 266, and thus denies them.

267. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 267, and thus denies them.

268. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 268, and thus denies them.

269. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 269, and thus denies them.

270. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 270, and thus denies them.

271. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 271. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 271, and thus denies them.

272. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 272, and thus denies them.

273. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 273. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 273, and thus denies them.

274. Defendant admits that the law firms of Fulbright and Jaworski L.L.P. and Covington & Burling L.L.P are or were listed as counsel of record for FEI on the docket in *ASPCA*

v. Feld, Civil Action No. 03-2006. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 274, and thus denies them.

275. Paragraph 275 realleges and incorporates prior paragraphs, and thus no response is required. To the extent a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-274 as if set forth fully herein.

276. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 276 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 276, and thus denies them.

277. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 277. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 277 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 277, and thus denies them.

278. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 278. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 278 purport to state

various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 278, and thus denies them.

279. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 279. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 279 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 279, and thus denies them.

280. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 280. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 280 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 280, and thus denies them.

281. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 281. Defendant

denies the remaining allegations as to HSUS. The allegations in paragraph 281 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 281, and thus denies them.

282. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 282. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 282 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 282, and thus denies them.

283. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 283. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 283 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 283, and thus denies them.

284. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 284. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 284 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 284, and thus denies them.

285. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 285. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 285 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 285, and thus denies them.

286. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 286. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 286 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks

knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 286, and thus denies them.

287. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 287. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 287 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 287, and thus denies them.

288. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 288. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 288 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 288, and thus denies them.

289. Paragraph 289 realleges and incorporates prior paragraphs, and thus no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-288 as if set forth fully herein.

290. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in

this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 290. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 290 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 290, and thus denies them.

291. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 291. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 291, and thus denies them.

292. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 287. Defendant denies the remaining allegations as to HSUS. The remaining allegations in paragraph 292 purport to state various conclusions of law to which no response is required; however, to the extent a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 292, and thus denies them.

293. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 293. Defendant

denies the remaining allegations as to HSUS. The allegations in paragraph 293 purport to state various conclusions of law, no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 293, and thus denies them.

294. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 294. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 294 purport to state various conclusions of law, no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 294, and thus denies them.

295. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 295. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 295 purport to state various conclusions of law, no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 295, and thus denies them.

296. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in

this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 296. Defendant denies the remaining allegations as to HSUS. The allegations in paragraph 296 purport to state various conclusions of law, no response is required; however, to the extent a response is required, Defendant denies the allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 296, and thus denies them.

297. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 297. To the extent that paragraph 297 realleges and incorporates prior paragraphs, no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-296 as if set forth fully herein. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 297, and thus denies them.

298. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 298. To the extent that paragraph 298 realleges and incorporates prior paragraphs, no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-297 as if set forth fully herein. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 298, and thus denies them.

299. Defendant denies that it was a plaintiff in the ESA Action. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 299. To the extent that paragraph 299 realleges and incorporates prior paragraphs, no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-298 as if set forth fully herein. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 299, and thus denies them.

300. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 300. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 300, and thus denies them.

301. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 301. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 301, and thus denies them.

302. Paragraph 302 realleges and incorporates prior paragraphs, and thus no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-301 as if set forth fully herein.

303. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 303. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 303, and thus denies them.

304. Defendant admits that there was a trial in the ESA Action following which the Court issued a memorandum opinion, which speaks for itself. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 304, and thus denies them.

305. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 305. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 305, and thus denies them.

306. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 306. Defendant

admits that it is an animal protection organization and that it opposes the use of captive wild animals such as elephants as performers in circuses. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 306, and thus denies them.

307. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 307. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 307, and thus denies them.

308. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 308. Defendant admits that a fundraising event was held in July 2005. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 308, and thus denies them.

309. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the

allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 309. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 309, and thus denies them.

310. Denied.

311. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 311. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 311, and thus denies them.

312. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 312. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 312, and thus denies them.

313. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 313. Defendant

denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 313, and thus denies them.

314. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 314. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 314, and thus denies them.

315. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 315. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 315, and thus denies them.

316. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 316. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or

information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 316, and thus denies them.

317. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 317. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 317, and thus denies them.

318. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 318. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 318, and thus denies them.

319. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 319. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or

information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 319, and thus denies them.

320. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 320. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 320, and thus denies them.

321. This characterizes Plaintiff's action and therefore no response is required; to the extent a response is required, the allegations are denied.

322. This characterizes Plaintiff's action and therefore no response is required; to the extent a response is required, the allegations are denied.

323. Paragraph 323 realleges and incorporates prior paragraphs, and thus no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-322 as if set forth fully herein.

324. Defendant admits the existence of a memorandum opinion issued by the Court in *ASPCA v. Feld*, which is the best evidence of its content. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 324, and thus denies them.

325. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as

“FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 325. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 325, and thus denies them.

326. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 326. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 326, and thus denies them.

327. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 327. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 327, and thus denies them.

328. Defendant admits the existence of a memorandum opinion issued by the Court in *ASPCA v. Feld*, which is the best evidence of its content. Defendant lacks knowledge or

information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 328, and thus denies them.

329. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 329. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 329, and thus denies them.

330. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 330. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 330, and thus denies them.

331. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 331. To the extent the allegations in paragraph 331 purport to state various conclusions of law, no response is required. To the extent that a response is required, Defendant denies the remaining

allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 331, and thus denies them.

332. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 332. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 332, and thus denies them.

333. This characterizes Plaintiff's action and therefore no response is required; to the extent a response is required, the allegations are denied.

334. Paragraph 334 realleges and incorporates prior paragraphs, and thus no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-333 as if set forth fully herein.

335. Defendant admits that WAP was never a party in the ESA Action. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 335, and thus denies them.

336. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 336. Defendant denies the remaining allegations as to HSUS.

Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 336, and thus denies them.

337. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 337. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 337, and thus denies them.

338. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 338. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 338, and thus denies them.

339. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to

FFA's Answer to paragraph 339. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 339, and thus denies them.

340. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as "FFA/HSUS," are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 340. To the extent that the allegations in paragraph 340 purport to state a conclusion of law, no response is required. To the extent that a response is required, Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 340, and thus denies them.

341. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. To the extent that the allegations in this paragraph are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA's Answer to paragraph 341. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 341, and thus denies them.

342. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as

“FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 342. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 339, and thus denies them.

343. Defendant denies that it was a plaintiff in the ESA Action, Civil Action Nos. 00-1641 and 03-2006. Defendant denies the existence of “FFA/HSUS” as a single entity. To the extent that the allegations in this paragraph, including reference to FFA and HSUS jointly as “FFA/HSUS,” are predicated upon or imply a merger between HSUS and FFA, HSUS denies the allegations. To the extent that the allegations in this paragraph are directed at FFA, HSUS refers to FFA’s Answer to paragraph 343. Defendant denies the remaining allegations as to HSUS. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 343, and thus denies them.

344. This characterizes Plaintiff’s action and therefore no response is required; to the extent a response is required, the allegations are denied.

345. Paragraph 334 realleges and incorporates prior paragraphs, and thus no response is required. To the extent that a response is required, Defendant incorporates by reference each and every answer to paragraphs 1-344 as if set forth fully herein.

346. Plaintiff’s claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 346, and thus denies them.

347. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 347, and thus denies them.

348. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 348, and thus denies them.

349. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 349, and thus denies them.

350. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 350, and thus denies them.

351. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 351, and thus denies them.

352. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or

information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 352, and thus denies them.

353. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 353, and thus denies them.

354. Plaintiff's claim for champerty was dismissed by the Court and therefore no response is required. To the extent that a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining factual allegations in paragraph 354, and thus denies them.

FEI'S PRAYER FOR RELIEF

Defendant denies that Plaintiff is entitled to any of the items set forth in items "A" through "H" of its Prayer for Relief.

DEFENSES

As defenses, Defendant avers as follows:

1. The First Amended Complaint fails to state any claim upon which relief may be granted against Defendant. The Court has already held, on July 9, 2012, that FEI has pled no claims against Defendant as an entity independent of its alleged merger with FFA.
2. Defendant and FFA did not merge as a matter of law or fact.
3. Defendant did not assume FFA's alleged unlawful liabilities.
4. The law of successor liability is inapplicable to Defendant.

5. Plaintiff's claims against Defendant are barred to the extent that the Asset Acquisition Agreement ("the Agreement") between FFA and Defendant is voidable under Section 2.10 of the Agreement.

6. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

7. Plaintiff's claims are barred, in whole or in part, by the doctrines of estoppel, waiver, laches, and/or unclean hands.

8. Plaintiff's claims must be dismissed pursuant to the Noerr-Pennington Doctrine.

9. Plaintiff's claims must be dismissed on constitutional grounds because they infringe on First Amendment rights.

10. As noted above, Defendant denies the existence of "FFA/HSUS" as a single entity. To the extent that the allegations in the First Amended Complaint are directed at FFA, HSUS refers to and incorporates the defenses listed in FFA's Answer to the First Amended Complaint.

11. Defendant is entitled to a set-off or reduction in damages, should any damages be awarded against it, of any amount(s) obtained by Plaintiff with respect to the same alleged injuries or damages, including but not limited to, the ASPCA's settlement payment to Plaintiff and any attorneys' fees that may be awarded to Plaintiff in the related ESA Action (No. 03-2006-EGS (D.D.C.)). Defendant is also entitled to have any damages that may be awarded to Plaintiff in this action reduced by the value of any other benefit or payment to Plaintiff from any collateral source that reduces Plaintiff's loss.

PRAYER FOR RELIEF

WHEREFORE, Defendant requests that the Court:

- (1) Dismiss the action with prejudice;
- (2) Award Defendant costs and attorneys' fees; and
- (3) Grant such further relief as it deems proper.

JURY DEMAND

Defendant demands a trial by jury on all causes so triable.

Date: [~~August 9, 2012~~]_____, 2013

Respectfully submitted,

/s/ W. Brad Nes

Christian J. Mixer (DC Bar No. 352328)

W. Brad Nes (DC Bar No. 975502)

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*Counsel for Defendant The Humane Society of the
United States*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was served via electronic filing this [9]__ day of [~~August, 2012,~~]____, 2013, to all counsel of record.

/s/ W. Brad Nes
W. Brad Nes