

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

| | | |
|--|---|-----------------------------------|
| FELD ENTERTAINMENT, INC. | : | |
| | : | |
| Plaintiff, | : | |
| | : | |
| v. | : | Case No. 07-1532 (EGS/JMF) |
| | : | |
| ANIMAL WELFARE INSTITUTE, <u>et al.</u> | : | |
| | : | |
| Defendants. | : | |
| | : | |
| | : | |
| | : | |
| | : | |

**PLAINTIFF FELD ENTERTAINMENT, INC.'S OPPOSITION TO
DEFENDANT ANIMAL WELFARE INSTITUTE'S MOTION TO COMPEL**

EXHIBIT 8

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

| | |
|---------------------------|---|
| FELD ENTERTAINMENT, INC., |) |
| |) |
| Plaintiff, |) |
| |) |
| v. |) |
| |) |
| AMERICAN SOCIETY FOR THE |) |
| PREVENTION OF CRUELTY TO |) |
| ANIMALS, <i>et al.</i> , |) |
| |) |
| Defendants. |) |
| |) |

Civ. No. 1:07-cv-1532 (EGS)

**DEFENDANT ANIMAL WELFARE INSTITUTE’S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS**

Pursuant to Federal Rules of Civil Procedure 26 and 34 and the Court’s December 9, 2010 Order, Defendant Animal Welfare Institute (“AWI”), by and through its undersigned counsel of record, requests that Plaintiff Feld Entertainment, Inc. (“FEI”) produce for inspection and copying all Documents and tangible things responsive to these Requests that are in its possession, custody, or control including, without limitation, Documents or information subject to its control but in the possession or custody of its agents, accountants, attorneys, or other persons. Within thirty (30) days, FEI shall provide responsive materials to the offices of DiMuroGinsberg, P.C., c/o Stephen L. Neal, Jr., 908 King Street, Suite 200, Alexandria, VA 22314.

DEFINITIONS

1. “AWI” means defendant Animal Welfare Institute.
2. “Liss” means Cathy Liss.
3. “Silverman” means Tracy Silverman, Esq.
4. “FEI”, “Ringling” or “Circus” means plaintiff Feld Entertainment, Inc.

5. "You," "Your," or "Yours" means FEI.
6. "Rider" means defendant Tom Rider.
7. "WAP" means defendant Wildlife Advocacy Project.
8. "ASPCA" means defendant American Society for the Prevention of Cruelty to Animals.
9. "HSUS" means defendant Humane Society of the United States.
10. "Fund" means defendant Fund for Animals, Inc.
11. "Born Free" means defendant Born Free USA.
12. "MGC" means defendant Meyer, Glitzenstein & Crystal.
13. "Meyer" means defendant Katherine A. Meyer.
14. "Glitzenstein" means defendant Eric R. Glitzenstein.
15. "Crystal" means defendant Howard M. Crystal.
16. "Lovvorn" means defendant Jonathan R. Lovvorn.
17. "Ockene" means defendant Kimberly D. Ockene.
18. "Amended Complaint" means the Amended Complaint filed by FEI in this Court on or about February 16, 2010.
19. "Defendants" or "Defendant" means the defendants named in the Amended Complaint.
20. "ESA Action" means the lawsuit captioned *American Society for the Prevention of Cruelty to Animals, et al. v. Feld Entertainment, Inc.*, Case Nos. 01-1641& 03-2006 (D.D.C.)
21. "Ankus" or "Bull Hook" means elephant hook and/or any other tool or instrument that consists of a handle with metal head that is used to train, control, guide, discipline, correct, or otherwise handle elephants.

22. “Handler” means all Persons who have any responsibilities to care for, clean, manage, guard, train, discipline, work with, or perform with elephants.

23. “CEC” means the Center for Elephant Conservation in Polk City, Florida.

24. “Williston” means Your elephant retirement facility in Williston, Florida.

25. “USDA” means the United States Department of Agriculture, its headquarters, regional and field offices, and all employees, independent contractors and consultants of that agency.

26. “Communication” means any transmission of information from one Person, group, or entity to another including, without limitation, by personal meeting, telephone, facsimile, electronic mail, teleconference, and/or videoconference, for any purpose, whether or not planned.

27. “Person” means natural person(s), corporation(s), firm(s), partnership(s), unincorporated association(s), trust(s) or other legal, business or governmental entities.

28. “Employee(s)” means any officer, director, trustee, agent, attorney, employee, representative, assign, accountant, investigator, and anyone else acting on his/her behalf, whether active or retired, full-time or part-time, current or former, and compensated or not.

29. “Document(s)” has the same meaning herein as used in Rule 34 of the Federal Rules of Civil Procedure and shall be construed in its broadest sense to include, without limitation, any written, printed, typed, recorded, magnetic, punched, copied, graphic, or other tangible thing in, through, or from which information is embodied, translated, conveyed, or stored including, without limitation, contracts, correspondence, marketing plans, business plans, financial statements, memoranda, notes, records, books, papers, telegrams, telexes, electronic mail, dictation tapes, audio tapes, video tapes, computer tapes (including back-up tapes),

computer disks (including back-up disks), CD Rom, diskette, magnetic tape, computer print outs, microfilm, microfiche, worksheets, diaries, calendars, phone messages, appointment books, and all copies and drafts of such Documents except those that are identical in every respect to the original Documents. Different versions of the same Documents including, but not limited to, drafts, revisions, or Documents with handwritten notations or marks not found in the original or on other copies are different Documents and must be produced. To the extent You have possession, custody, or control of any information or Documents or other materials responsive to the Requests which constitute, is contained in, or is stored or represented on a computer hard drive, computer disk, CD Rom, diskette, magnetic tape, audio tape, video tape, compact disk, microfiche, film, or other media that store information, text or data electronically, magnetically, or mechanically, it shall be within the meaning of Document as defined above and You are required to produce duplicates of all such information either in hard copy form or in any other form such that the information or material is accessible.

30. “Electronically Stored Information” (also referred to as “Information”) has the same meaning herein as used in Rule 34 of the Federal Rules of Civil Procedure and shall be construed in its broadest sense to include writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations--stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form.

31. Information or Documents “Relating To”, “Related To”, or which “Relates To”, any subject matter shall mean any information or Document which constitutes, contains, embodies, evidences, reflects, supports, concerns, identifies, states, refers to, regards, records, deals with, describes, explains, or is in any way pertinent to that subject.

32. “Identify” or “Identity” as applied to a natural Person means: (1) the full name, last known address, and telephone number of the Person; (2) the name, address, and telephone number of the present employer of the Person, and the present position(s) of the Person with the present employer; and (3) if different, the employer (including address and telephone number) of and position(s) held by the Person at the time of the events Pertaining to the Request. The term as applied to a Person other than a natural Person means: (1) the address, telephone number, and full name or title of the entity; and (2) the principal business or activity of the entity.

33. “And” as well as “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these Requests information or Documents which might otherwise be construed to be outside their scope.

34. “Each” shall be construed to include the word “every” and “every” shall be construed to include the word “each.” “Any” shall be construed to include the word “all” and “all” shall be construed to include the word “any” whenever necessary to bring within the scope of these Requests information or Documents which might otherwise be outside their scope.

35. As used herein, the singular shall include the plural and the plural shall include the singular whenever necessary to bring within the scope of these Requests information or Documents which might otherwise be outside their scope.

36. As used herein, the masculine shall include the feminine and the feminine shall include the masculine whenever necessary to bring within the scope of these Requests information and Documents which might otherwise be outside their scope.

INSTRUCTIONS

1. Each Document or item of electronically stored information produced pursuant to a Request shall be identified by the number of the Request in response to which the Document is

produced. If, after a good faith and diligent search for the Documents and Information requested herein, You conclude that there never has been any Documents and/or Information in existence responsive to a Request, so state. Unless stated otherwise, AWI requests responsive materials from January 1, 2000 to the present.

2. The original and each non-identical copy of each Document, electronically stored information or other tangible thing requested herein that is in Your possession, custody, or control is to be produced. A Document with handwritten notes, editing marks, etc., is not identical to such a Document without such notes or marks and therefore is to be produced.

3. Computer hard drives, files, databases, and similar electronic records shall be produced in a readable and accessible industry-standard format or form mutually agreed upon by the parties, except where more specific instructions are expressly provided.

4. Each Request shall be answered fully unless it is objected to in good faith, in which event the reasons for Your objection shall be stated in accordance with these Instructions. If an objection pertains to only a portion of a Request or a word, phrase, or clause contained therein, You are required to state Your objection to that portion only. All portions of the Request that are not objected to must be produced.

5. If any Document, tangible thing or item of electronically stored information requested herein was formerly in Your possession, custody, or control and has been lost, destroyed, or otherwise disposed of, You shall submit in lieu of any such Document, tangible thing or item of electronically stored information a written statement describing in detail: (a) the nature of the item and its contents; (b) the identity of the Person (s) who prepared or authored the item and, if applicable, the identity of the Person(s) to whom the item was sent or shown; (c) the date on which the item was prepared or transmitted; and (d) the date the item was lost or

destroyed and, if destroyed, the events of and reason(s) for such destruction and the Identity, employer(s), and position(s) of the Person(s) requesting and/or performing the destruction.

6. Documents or Information not otherwise responsive to these Requests including, but not limited to, routing slips, transmittal memoranda, letters, comments, evaluations, and email are to be produced if they are attached to, enclosed with, or electronically forwarded with any Document that is responsive.

7. Each Request shall be deemed continuing so as to require supplemental responses if You obtain or discover additional information or Document, tangible thing or item of electronically stored information after the date of Your initial production.

8. Where a Request calls for any Document or item of electronically stored information as to which You would claim any privilege or protection as grounds for non-production, You shall provide the following information for each such Document:

- (a) The place, approximate date, and manner of recording, creating, or otherwise preparing the item;
- (b) The identity of each Person, other than a stenographer or clerical assistant, participating in the preparation and/or creation of the item;
- (c) The identity of all sender(s), recipient(s), and/or custodians of the item;
- (d) A statement of the basis on which privilege is claimed with respect to each item and whether or not its contents are limited solely to legal advice or information provided for the purpose of securing legal advice;
- (e) The subject matter of the item, without revealing the contents as to which the privilege is claimed; and
- (f) Any additional facts on which You base Your claim of privilege or protection.

REQUESTS

1. Each Document and Communication that You used, Identified, or referred to in answering AWI's First Set of Interrogatories and/or Requests for Admissions.

RESPONSE:

2. Each Document and Communication You obtain by issuing subpoenas *duces tecum* to third parties.

RESPONSE:

3. Each Document and Communication Identified in Your Initial Disclosures or any supplements to Your Initial Disclosures.

RESPONSE:

4. Each Document and Communication Related To the facts alleged in the Amended Complaint.

RESPONSE:

5. Each Document and Communication Related To Your damages, including all time sheets, pre-bills, billing statements, invoices, etc.

RESPONSE:

6. Each Document and Communication Related To payments made to each of Your counsel for the ESA Action, including bank records, cancelled checks, receipt of payments, public filings, etc.

RESPONSE:

7. Each Document and Communication between You and AWI.

RESPONSE:

8. Each Document and Communication between You and any of the Defendants that Relate To the facts alleged in the Amended Complaint.

RESPONSE:

9. Each Document and Communication between You and any other Person that Relate To the facts alleged in the Amended Complaint, including those individuals Identified in Your and Defendants' Initial Disclosures.

RESPONSE:

10. Each Document and Communication Related To Your contention in the Amended Complaint that Liss, Silverman, or any other representative of AWI made misrepresentations and/or false statements.

RESPONSE:

11. Each Document and Communication Related To Your contention in the Amended Complaint that the other Defendants made misrepresentations and/or false statements.

RESPONSE:

12. Each Document and Communication Related To Rider.

RESPONSE:

13. Each Document and Communication Related To AWI's payments to Rider.

RESPONSE:

14. Each Document and Communication Related To the other Defendants' payments to Rider.

RESPONSE:

15. Each Document and Communication Related To Your contention in the Amended Complaint that Liss, Silverman, and/or any other representative of AWI played a role in Rider's filing of his tax returns and/or his failure to file tax returns.

RESPONSE:

16. Each Document and Communication Related To Your contention in the Amended Complaint that Liss, Silverman, and/or any other representative of AWI played a role in Rider's provision of false answers to deposition questions and/or false responses to interrogatories in the ESA Action.

RESPONSE:

17. Each Document and Communication Related To Your contention in Paragraph 31 of the Amended Complaint that AWI provided false answers to deposition questions and false responses to interrogatories in the ESA Action.

RESPONSE:

18. Each Document and Communication Related To Your contention in Paragraph 35 of the Amended Complaint that Liss, Silverman and/or any other representative of AWI played a role in the payments to Rider.

RESPONSE:

19. Each Document and Communication Related To Your contention in Paragraph 35 of the Amended Complaint that Silverman “became, in effect, Rider’s ‘handler’, and, on behalf of the other defendants, was in charge of keeping tabs on Rider’s whereabouts and seeing to, among other things, the fact that Rider regularly received his money.”

RESPONSE:

20. Each Document and Communication Related To Your contention in Paragraph 51 of the Amended Complaint that AWI played a role in Rider’s false statements of fact.

RESPONSE:

21. Each Document and Communication Related To Your Contention in Paragraph 60 of the Amended Complaint that AWI paid Rider for his participation as a plaintiff and as a key fact witness in the ESA Action.

RESPONSE:

22. Each Document and Communication Related To Your contention in the Amended Complaint that others made payments to Rider for his participation as a plaintiff and key fact witness in the ESA Action.

RESPONSE:

23. Each Document and Communication Related To Your contention in Paragraph 64 of the Amended Complaint that the payments made by AWI and others influenced Rider's testimony.

RESPONSE:

24. Each Document and Communication Related To Your contention in the Amended Complaint that AWI is an agent of WAP or any of the other Defendants.

RESPONSE:

25. Each Document and Communication Related To Your contention in the Amended Complaint that Rider's testimony changed to become more favorable while he received payments from various Defendants.

RESPONSE:

26. Each Document and Communication Related To Your contention in Paragraph 127 of the Amended Complaint that upon information and belief, “AWI had already made the decision to provide continuous funding to Rider through WAP, and this ‘grant proposal’ was written to give cover to that funding decision.”

RESPONSE:

27. Each Document and Communication Related To Your contention in Paragraph 156 of the Amended Complain that “[i]n May 2001, FFA/HSUS joined ASPCA and AWI in agreeing to make a \$1,000.00 payment to Rider. FFA/HSUS’ agreement to pay Rider \$1,000.00 came after discussions with ASPCA and AWI after Rider quit his ‘security’ job with another animal rights organization and co-plaintiff on the initial Complaint in the ESA Action.”

RESPONSE:

28. Each Document and Communication Related To Your contention in Paragraph 157 of the Amended Complaint that “[i]n May 2003, when it became apparent that ASPCA would not continue funding Rider, ASPCA, AWI, FFA/HSUS and MGC had discussions regarding continued funding for Rider. AWI and FFA/HSUS agreed to assume Rider’s funding.”

RESPONSE:

29. Each Document and Communication Related To Your contention in the Amended Complaint that AWI and others attempted to cover up the payments made to Rider.

RESPONSE:

30. Each Document and Communication Related To Your contention in Paragraph 231 of the Amended Complaint that “[u]pon information and belief, one or more of ASPCA, AWI, FFA/HSUS, API, MGC and/or one or more of the lawyer defendants procured Rider’s absence from [a court] hearing and/or told him not to attend.”

RESPONSE:

31. Each Document and Communication Related To Your contention in Paragraph 235 of the Amended Complaint that AWI did not take adequate measures to preserve and/or spoliated documents and other information pertaining to payments to Rider.

RESPONSE:

32. Each Document and Communication Related To Your contention in Paragraph 239 of the Amended Complaint that AWI and others paid Rider for testifying before the United States Congress and legislatures of at least three states.

RESPONSE:

33. Each Document and Communication Related To the RICO enterprise discussed in Paragraphs 276-281 of the Amended Complaint.

RESPONSE:

34. Each Document and Communication Related To each predicate act of racketeering committed by AWI as alleged in Paragraphs 282-288 of the Amended Complaint.

RESPONSE:

35. Each Document and Communication Related To each predicate act of racketeering committed by the other Defendants as alleged in Paragraphs 282-288 of the Amended Complaint.

RESPONSE:

36. Each Document and Communication Related To the RICO conspiracy alleged in Paragraphs 289-296 of the Amended Complaint.

RESPONSE:

37. Each Document and Communication Related To Your contention in Paragraph 291 of the Amended Complaint that “[e]ach defendant agreed that at least two acts of racketeering activity would be committed by a member of the conspiracy in furtherance of the Enterprise.”

RESPONSE:

38. Each Document and Communication Related To the allegations made in Count III of the Amended Complaint.

RESPONSE:

39. Each Document and Communication Related To the allegations made in Count IV of the Amended Complaint.

RESPONSE:

40. Each Document and Communication Related To the allegations made in Count V of the Amended Complaint.

RESPONSE:

41. Each Document and Communication Related To the allegations made in Count VI of the Amended Complaint.

RESPONSE:

42. Each Document and Communication Related To advertising and public relations for Your Circuses, including the amount of money spent on such advertising and public relations.

RESPONSE:

43. Each Document and Communication Related To the amount of money You have spent on the conservation of habitat in the wild for Asian elephants.

RESPONSE:

44. Each Document and Communication Related To each project You have undertaken since 1994 to conserve elephant habitat in the wild in Asia.

RESPONSE:

45. Each Document and Communication Related To Your treatment of elephants.

RESPONSE:

46. Each Document and Communication Related To Your treatment of other animals.

RESPONSE:

47. Each Document and Communication Related To Your treatment of elephants in Your Circuses.

RESPONSE:

48. Each Document and Communication Related To Your treatment of other animals in Your Circuses.

RESPONSE:

49. Each Document and Communication Related To Your treatment of elephants at the CEC.

RESPONSE:

50. Each Document and Communication Related To Your treatment of elephants at Williston.

RESPONSE:

51. Each Document and Communication Related To Your treatment of elephants at any other FEI facility.

RESPONSE:

52. Each Document and Communication Related To Your treatment of other animals at any FEI facility.

RESPONSE:

53. Each Document and Communication Related To Your handling, training, controlling, or disciplining of elephants.

RESPONSE:

54. Each Document and Communication Related To Your handling, training, controlling or disciplining of other animals.

RESPONSE:

55. Each Document and Communication Related To Your use of an Ankus or Bull Hook on elephants.

RESPONSE:

56. Each Document and Communication Related To Your use of an Ankus or Bull Hook on other animals.

RESPONSE:

57. Each Document and Communication Related To Your use of whips on elephants.

RESPONSE:

58. Each Document and Communication Related To Your use of whips on other animals.

RESPONSE:

59. Each Document and Communication Related To Your transportation of elephants, including the use of trains.

RESPONSE:

60. Each Document and Communication Related To Your transportation of other animals, including the use of trains.

RESPONSE:

61. Each Document and Communication Related To Your chaining of elephants.

RESPONSE:

62. Each Document and Communication Related To Your chaining of other animals.

RESPONSE:

63. Each Document and Communication Related To Your use of “hotshots” or electric prods on elephants.

RESPONSE:

64. Each Document and Communication Related To Your use of “hotshots” or electric prods on other animals.

RESPONSE:

65. Each Document and Communication Related To Your use of “Wonder-dust” or other cauterizing agents on elephants.

RESPONSE:

66. Each Document and Communication Related To Your use of “Wonder-dust” or other cauterizing agents on other animals.

RESPONSE:

67. Each Document and Communication Related To the deprivation of water to train or control Your elephants.

RESPONSE:

68. Each Document and Communication Related To the deprivation of water to train or control Your other animals.

RESPONSE:

69. Each Document and Communication Related To Your training of elephants.

RESPONSE:

70. Each Document and Communication Related To Your training of other animals.

RESPONSE:

71. Each Document and Communication Related To Your policies and practices with respect to the use of an Ankus, Bull Hook, whip, “hot shots” or any other instrument to train, control, discipline, correct, separate, wean, guide, or perform with elephants.

RESPONSE:

72. Each Document and Communication Related To Your policies and practices with respect to the use of an Ankus, Bull Hook, whip, “hot shots” or any other instrument to train, control, discipline, correct, separate, wean, guide, or perform with other animals.

RESPONSE:

73. Each Document and Communication Related To Your knowledge that Your Employees use an Ankus, Bull Hook, whip, or “hot shot” or any other instrument to train, control, discipline, correct, separate, wean, guide, or perform with elephants and/or other animals.

RESPONSE:

74. Each Document and Communication Related To any disciplinary measures that have been taken by You with respect to an Employee’s treatment of an elephant.

RESPONSE:

75. Each Document and Communication Related To any disciplinary measures that have been taken by You with respect to an Employee’s treatment of other animals.

RESPONSE:

76. Each Document and Communication Related To the education and training that Persons were required to have by You to be an elephant handler, trainer, performer, or veterinarian.

RESPONSE:

77. Each Document and Communication Related To the education and training that Persons were required to have by You to be a handler, trainer, performer, or veterinarian for other animals.

RESPONSE:

78. Each Document and Communication Related To the medical records for Your elephants that were *not* produced in the ESA Action.

RESPONSE:

79. Each Document and Communication Related To the medical records for Your other animals that were *not* produced in the ESA Action.

RESPONSE:

80. Each Document and Communication Related To Your elephants that have been exposed to, or treated for, tuberculosis.

RESPONSE:

81. Each Document and Communication Related To Your other animals that have been exposed to, or treated for, tuberculosis.

RESPONSE:

82. Each Document and Communication Related To Your elephants that have been exposed to, or being treated for, herpes.

RESPONSE:

83. Each Document and Communication Related To Your other animals that have been exposed to, or being treated for, herpes.

RESPONSE:

84. Each Document and Communication Related To the Identity of each elephant owned or leased by You since 1994.

RESPONSE:

85. Each Document and Communication Related To the Identity of each of Your employees who worked with each elephant that You owned or leased since 1994.

RESPONSE:

86. Each Document and Communication Related To Your removing elephants from the Circus to be sent to CEC for re-training because they were not behaving as desired or otherwise.

RESPONSE:

87. Each Document and Communication Related To “Daily Performance Reports” which may reflect injuries and other information regarding the condition of Your elephants.

RESPONSE:

88. Each Document and Communication Related To “Daily Performance Reports” which may reflect injuries and other information regarding the condition of Your other animals.

RESPONSE:

89. Each Document and Communication Related To Your practices and procedures for maintaining elephants on trains when traveling from one venue to another.

RESPONSE:

90. Each Document and Communication Related To Your practices and procedures with respect to the chaining of elephants when they are not actually performing and they are not on a train.

RESPONSE:

91. Each Document and Communication Related To the amount of time Your elephants spend on railroad cars, including “Transportation Orders” and “Master Schedules.”

RESPONSE:

92. Each Document and Communication Related To the amount of time Your other animals spend on railroad cars, including “Transportation Orders” and “Master Schedules.”

RESPONSE:

93. Each Document and Communication Related To Your policy or practice to wean or otherwise separate baby elephants from their mothers.

RESPONSE:

94. Each Document and Communication Related To Your policy or practice to wean or otherwise separate other baby animals from their mothers.

RESPONSE:

95. All photographs, videos or other recordings of training, breaking, rehearsing, chaining, correcting, disciplining, re-training, and “re-routining” of elephants, including the use of an Ankus or Bull Hook.

RESPONSE:

96. All photographs, videos or other recordings of training, breaking, rehearsing, chaining, correcting, disciplining, re-training, and “re-routining” of Your other animals, including the use of an Ankus or Bull Hook.

RESPONSE:

97. All photographs, videos or other recordings of the separation of Your baby elephants from their mothers.

RESPONSE:

98. All photographs, videos or other recordings of the separation of babies of Your other animals from their mothers.

RESPONSE:

99. All photographs, videos or other recordings of the births of Your elephants.

RESPONSE:

100. All photographs, videos or other recordings of the births of Your other animals.

RESPONSE:

101. Each Document and Communication Related To Your efforts to breed Asian elephants in captivity.

RESPONSE:

102. Each Document and Communication Related To Your efforts to breed other animals in captivity.

RESPONSE:

103. Each Document and Communication Related To Your practices and procedures for providing social interaction among elephants.

RESPONSE:

104. Each Document and Communication Related To Your practices and procedures for providing social interaction among other animals.

RESPONSE:

105. Each Document and Communication Related To Your practices and procedures with respect to video, audio, or any other recordings that may concern Your elephants or Employees who work with Your elephants.

RESPONSE:

106. Each Document and Communication Related To Your practices and procedures with respect to video, audio, or any other recordings that may concern Your other animals or Employees who work with Your other animals.

RESPONSE:

107. Each Document and Communication Related To allegations or concerns that You have mistreated an elephant in any way from any source, including from Your employees, contractors, customers, or patrons, state and local humane officers and employees, law enforcement personnel, the USDA or other federal or state agencies, and/or animal welfare and animal rights organizations.

RESPONSE:

108. Each Document and Communication with the USDA or any other federal, state or local governmental entity regarding the treatment of Your elephants, complaints about the treatment of Your elephants, or Your elephants' medical condition.

RESPONSE

109. Each Document and Communication with the USDA or any other federal, state or local governmental entity regarding the treatment of Your other animals, complaints about the treatment of Your other animals, or Your other animals' medical condition.

RESPONSE:

110. Each internal Document and Communication regarding correspondence with the USDA or any other federal, state or local governmental entity regarding the treatment of Your elephants, complaints about the treatment of Your elephants, or Your elephants' medical condition, specifically including all records generated by You and/or Your in-house or outside counsel.

RESPONSE:

111. Each internal Document and Communication regarding correspondence with the USDA or any other federal, state or local governmental entity regarding the treatment of Your other animals, complaints about the treatment of Your other animals, or Your other animals' medical condition, specifically including all records generated by You and/or Your in-house or outside counsel.

RESPONSE:

112. Each Document and Communication Related To any investigation by a federal, state, or local governmental entity into Your treatment of elephants or any other animal.

RESPONSE:

113. Each Document and Communication Related To the investigations, cases, and fact-finding matters discussed in each of the ten chapters of the report entitled “Government Sanctioned, Abuse: How the United States Department of Agriculture Allows Ringling Brothers Circus to Systematically Mistreat Elephants.”

RESPONSE:

114. Each Document and Communication Related To the death of Riccardo, including the USDA’s or any other investigation into his death.

RESPONSE:

115. Each Document and Communication Related To the death of a lion named Clyde, including the USDA’s or any other investigation into his death.

RESPONSE:

116. Each Document and Communication Related To the death of Kenny, including any investigation into his death.

RESPONSE:

117. Each Document and Communication Related To the death of Benjamin, including any investigation into his death.

RESPONSE:

118. Each Document and Communication Related To the death of Bertha, including any investigation into her death.

RESPONSE:

119. Each Document and Communication Related To the amount of money that You bring in or make each year, including both gross and net amounts, from ticket sales and commissions in connection with Circus performances that include Asian elephants.


RESPONSE:

120. Each Document and Communication Related To how profitable the Circus is, how profitable it is because it uses and exhibits elephants, and the importance of elephants to the profitability or success of the Circus.

RESPONSE:

DATED: February 25, 2011

Respectfully submitted,



Bernard J. DiMuro (D.C. Bar #393020)
Stephen L. Neal, Jr. (D.C. Bar # 441405)
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sneal@dimuro.com.

Counsel for Defendant Animal Welfare Institute

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of February, 2011, a true and accurate copy of the foregoing was sent via electronic mail upon the following counsel of record:

John M. Simpson, Esq.
Joseph T. Small, Jr., Esq.
Richard C. Smith, Esq.
Michelle C. Pardo, Esq.
FULBRIGHT & JAWORSKI LLP
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2623
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