

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

FELD ENTERTAINMENT, INC.

Plaintiff,

v.

Case No. 07-1532 (EGS/JMF)

ANIMAL WELFARE INSTITUTE, et al.

Defendants.

**OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT BY
DEFENDANTS KATHERINE MEYER, ERIC GLITZENSTEIN AND
MEYER GLITZENSTEIN & CRYSTAL**

EXHIBIT 2
UNDER SEAL

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)*****2000****Rider is “working” with animal activist groups and being “used” by them.**

2000: News Article (FELD 0006398) (MGC Ex. E): “The employee, who quit in November, is now working with an animal-rights group that has filed complaints against Ringling – a fact the company has cited in discounting his story.”

5-7-2000: News Article (FELD 0006328) (MGC Ex. N): “The employee, who quit in November, is now working with an animal-rights group that has filed complaints against Ringling – a fact the company has cited in discounting his story.”

5-22-2000: FEI Internal Email (FELD 0006309) (MGC Ex. C): “Catherine Ort-Mabry, director of corporate communications for Feld Entertainment, the producer of Ringling Bros., said Rider is being used by the activist group and isn’t telling the truth.”

6-13-2000: FEI Press Release (FEI 0803) (MGC Ex. H): “Rider is clearly working in collaboration with animal activist groups, the stated purpose of which is to eliminate animals in circuses.”

2002**Rider is “follow[ing] Ringling” and ASPCA is paying for his “expenses for traveling.”**

5-28-2002: News Article (FEI 38336) (MGC Ex. I) (admitted at trial as PWC 197): “Tom said he follows Ringling around to protect ‘my girls’ [the elephants], and ASPCA pays his expenses for traveling. When pressed by Caprio, Tom said ASPCA pays for hotels, bus fare, meals, a new set of luggage, and other business expenses. So Caprio asked if he has any living expenses at all, and Tom said no. But he said if ASPCA didn’t pay for everything, he’s [*sic*] still do it – ‘I’d hitchhike for my girls.’”

→ *By the time Rider made this statement, he had received over \$15,000.00 from PAWS, AWI, MGC and ASPCA. DX 48A.*

In Defense of Animals, not a party to the ESA Action, is “sponsoring the work” of Rider, i.e., “covering all of [his] expenses.”

7-17-02: FEI Internal Email (FELD 0028213-214) (MGC Ex. S): “In Defense of Animals, a national animal protection organization, is pleased to announce that it is sponsoring the work of Tom Rider, a former Ringling Bros. Circus and Clyde Beatty Cole Circus elephant caregiver. ... IDA is covering all of Rider’s expenses as he follows Ringling Bros. across the country in a Greyhound bus, conducting press conferences before circus performances and providing his first-hand knowledge of the rampant mistreatment of animals at Ringling Bros.”

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)*****Rider is continuing to “work” with animal activist groups.**

11-22-2002: News Article (PL 08371) (MGC Ex. L): “Today he works for an extremist hate organization and he gets paid to do it. He shoveled manure for us then and he shovels manure today,” said John Kirtland, Ringling animal stewardship director.” PL 08371.

2003**Rider is “sponsored by ASPCA” and “probably other” animal rights organizations.”**

11-4-03: FEI Internal Email (FELD 0029048-49) (MGC Ex. R): “Here is a bit of information about Mr. Rider. Hosted by ASPCA lawyer Jill Buckley, and sponsored by the ASPCA (and probably other AR organizations, because when I saw him in November of 2002 the Animal Defense League-LA. was also present), Tom Rider has been touring the country giving the unsuspecting public the benefit of his ‘professional’ experience as an elephant handler and trainer in the circus industry. ... Mr. Rider has also been seen in front of circuses, lecturing in cities when a circus is performing there, and he has his own tour bus, and, I seem to recall that he appears with the PeTA media tv.”

Rider is “paid by animal rights organizations.”

11-20-2003: News Article (PL 05961) (MGC Ex. M): ““This case is very old, made by a former employee who is being paid by animal rights organizations,” said Maninger. ‘I think he’s an individual who’s down on his luck and who unfortunately was looking for an income.’”

Rider is “not employed by any animal welfare agency and he does not receive a paycheck”: “no big group” is funding him.

11-20-2003: News Article (PL 05961) (MGC Ex. M): “Rider travels in a van purchased for him by his daughter, which he sleeps in, but prior to using the van he traveled to each show via a Greyhound bus. He insists that he is not employed by any animal welfare agency and he does not receive a paycheck. ‘This year, it’s just private people donating money. No big group is even funding me this year.’ Rider states that he received a \$5000 donation from a private individual, which he has been using since June. ‘I’ve literally been living on that much money,’ he added.

→ *By the time Rider made this statement, he had received over \$36,000.00 in payments and benefits from PAWS, MGC, WAP, ASPCA, and AWI. In calendar year 2003 alone, Rider received more than \$10,000.00 in payments and benefits from MGC, WAP and ASPCA. DX 48A.*

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)*****2004****Rider “doesn’t receive money ... from animal groups,” he only receives money from a “private individual in California.”**

1-11-04: News Article (MGC Ex. U) (API 5716): “Rider said he doesn’t belong to any group and doesn’t approve of what he calls the gimmicky and extreme tactics of activists. He said he doesn’t receive money at this time from animal groups but does receive money from a private individual in California, whom he declined to name. ... ‘He’s making a living parroting animal rights rhetoric,’ Kirtland says.”

→ *By the time Rider made this statement, he had received over \$46,000.00 in payments and benefits from PAWS, MGC, WAP, ASPCA, and AWI. DX 48A.*

Rider “falsely” states under oath that has received no compensation from animal rights advocates or advocacy groups for services rendered, and the ESA Action organizational plaintiffs all fail to disclose their payments to or for Rider.

6-9-04: Initial Discovery Responses (DX 16 at 12; DX 18R at 6-11; DX 19 at 6-8; DX 20R at 12-19). The ESA Action plaintiffs provide their initial interrogatory responses, all signed by Meyer:

- Rider “falsely” states under oath that he has not received any compensation from any animal advocate or animal advocacy organization.
 - *By the time of Rider’s June 2004 interrogatory responses, he had received over \$50,000.00 in compensation from PAWS, MGC ASPCA, FFA, AWI, and WAP. None of these payments were disclosed. FOF 55-56. Compare DX 16 at 12 (6-9-04) with id. at 25-28 (9-24-07).*
- AWI and FFA do not disclose any payments to or for Rider.
 - *By the time of AWI and FFA’s June 2004 interrogatory responses, AWI had made payments to Rider directly, through WAP and through MGC. FFA also had made payments to Rider through MGC. None of these payments were disclosed. FOF 57. Compare DX 19 at 6-8 (6-9-04) with id. at 18-21 (9-24-07); compare DX 20R at 12-19 (6-9-04) with id. at 18-21 (9-24-07).*
- ASPCA discloses payments to MGC and WAP, but does not disclose that those payments are to or for Rider. ASPCA does not disclose any of its direct payments to Rider.
 - *By the time of ASPCA’s June 2004 interrogatory responses, ASPCA had made payments to Rider directly, through MGC and through WAP, totaling more than \$14,000.00. Further, ASPCA’s \$6,000.00 “grant” to WAP was deposited into an “account towards Tom Rider expenses” that was maintained by MGC and reflected on an MGC invoice to ASPCA. FOF 57. Compare DX 18R at 6-11 (6-9-04) with id. at 21-24 (9-26-07).*

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)*****Plaintiffs produce nine (9) pages of documents reflecting intermittent reimbursements of Rider's "travel expenses."**

6-9-04: Initial Document Production (Ex. 12, Payment Documents Produced on 6-9-04). Plaintiffs produce only nine (9) pages of documents showing that Rider had been intermittently reimbursed for "expenses" in connection with a traveling media campaign. No evidence was produced of any current or ongoing funding of Rider by any of the organizational plaintiffs:

- ***Rider Letter to Derby (5-14-01) (TR 00001)***: "I quit my security job at PAWS last week. ... [A]s long as I was on PAWS's payroll I could not do any media against Ringling Bros. any more."
- ***Weisberg Email to Hawk (5-7-01) (A 00046) (MGC Ex. W)***: "In order to follow the circus [Mr. Rider] cannot be employed. To pay his travel expenses for the next few months both AWI and the Fund (and us, by Nancy) have agreed to pay \$1,000 each to cover 2 months of on the road expenses."
- ***Weisberg Email to Hawk (1-29-02) (A 00073) (MGC Ex. X)***: "Tom [sic] has been doing some impressive p.r. work for us The commitment and sacrifice this guy has made for the last year is truly impressive. The level of our funding can also come down from the \$24K we budgeted (probably more in the order of \$16-18K) now that some of the logistical issues have been resolved."
- ***ASPCA Check Request (4-4-02) (A 00884) (MGC Ex. Y)***: "Reimbursement for money given to Tom Rider exceeding the \$6,000 grant to Wildlife Advocacy Project for 1st quarter 2002. \$400 of this covers zoom camera – charged to capital budget?"; \$526.16
- ***ASPCA Check Request (5-23-03) (A 00886) (MGC Ex. Z)***: "Tom Rider testimony at MA legislative hrg on anti-circus bill"; \$445.00.
- ***AWI Internal Email (6-13-01) (AWI 01832) (MGC Ex. V)***: "But Ryder [sic] disagrees, joining with the animal activists who finance his travels in filing a lawsuit against the circus."
- ***Grant/Funding Proposal (12/11/03) (F 01945-947)***: "With some very minimal grass-roots support, Mr. Rider has been touring the country for the past two years, staying just ahead of Ringling, doing media interviews and television spots on the subject, and assisting grass-roots groups in educating the public about the issue. ... He has no funds of his own and is not employed by any group. ... The \$10,000 requested would fund this public education effort for the year 2004. Funds would be spent principally on transportation, lodging, meals, phone expenses, and other administrative and out-of-pocket costs for Mr. Rider to continue these efforts."

→ *By the time of plaintiffs' June 2004 document production, ASPCA, AWI and FFA collectively had received nearly 60 pages of invoices from MGC for payments to Rider (DX 61); ASPCA had provided more than \$ 14,000.00 in "grants" directly to Rider (DX 209); WAP had provided more than \$15,000.00 in "grants" to Rider (DX 54); and MGC, PAWS and WAP had sent Rider IRS Forms 1099 reporting the "grant" money as "compensation." DX 54-57. See also DX 48A. None of these documents were produced.*

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)*****A PAWS representative testifies that Rider “did work” for PAWS “over time.”**

8-16-04: Stewart Deposition (MGC Ex. O): Stewart testifies at deposition that “over time,” Rider “did work for PAWS.” Rider was a “watch man” who “did not have regular hours.”

→ *In his June 9, 2004 interrogatory responses Rider did not disclose PAWS as an employer in response to the question calling for him to identify every job he had held since high school. DX 16 at 5-6. In October 2006 and December 2007, Rider testified **Filed Under Seal** **Filed Under Seal** Further, at trial, “Mr. Rider admit[ted] that he did not perform a ‘real job’ for PAWS.” FOF 25.*

2005**FFA and AWI are specifically asked about Rider’s funding at deposition, but they fail to disclose their payments to Rider through MGC and WAP. FOF 57.**

5-18-05: AWI testifies that it paid Rider a “couple thousand dollars” over the course of five (5) years for “travel expenses.” AWI testifies that it was “not aware” whether that it was “sharing” Rider’s “expenses” with “other organizations.” Ex. 23, AWI Dep. Excerpts at 128-46.

→ *By the time of AWI’s deposition, AWI had received seventeen (17) pages of MGC invoices for payments to Rider, some of which were “shared” expenses split by ASPCA, AWI and FFA. Further, AWI had made five (5) “donations” to WAP for Rider totaling \$10,500.00. See DX 19 at 20 n.1 (9-24-07) (correcting deposition testimony). See also DX 48A; DX 50; DX 61 at 16-33. None of these payments are identified by AWI at deposition.*

6-22-05: FFA testifies that it paid Rider on one (1) occasion in connection with a press conference in Denver. The deposition was defended by Meyer. Ex. 24, FFA Dep. Excerpts at 157-59.

→ *By the time of FFA’s deposition, FFA had received twenty-three (23) pages of MGC invoices for payments to Rider. Further, HSUS had made two (2) “donations” to WAP for Rider, that were internally marked as being for “Fund” (FFA) litigation. See DX 20R at 34 n. 1 (9-24-07) (correcting deposition testimony). See also DX 48A; DX 50; DX 61 at 34-57; Ex. 22, HSUS Disbursement Request Forms. None of these payments are identified by FFA at deposition.*

ASPCA testifies falsely at deposition about the Rider payments.

7-19-05: ASPCA testifies that it paid Rider directly, through MGC and through WAP.

- ASPCA falsely testifies that the funds it provided directly to Rider and to WAP for Rider were to “reimburse” him for his “travel” expenses,

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)***

incurred in conjunction with a “media” campaign. ASPCA also testifies that some of the funds it provided to WAP may have gone towards D’Arcy Kemnitz’s salary. Ex. 25, ASPCA Dep. Excerpts at 34-36, 45-47, & 228-29.

→ *The money was not intended to be a “reimbursement” for specific expenses. FOF 44. Further, Rider was not traveling nor was he conducting a media campaign. FOF 49-50. See also No. 03-2006, ECF 620 at 10 (“Rider did not actually follow the circus, nor did he perform significant media activity.”).*

- ASPCA falsely testifies that the funds identified in MGC Ex. AA, an ASPCA request for a check to MGC for “Ringling Bros. Media Support,” were provided to Rider for “copies and dissemination” of a report to the public, and were not provided to Rider as “compensation.” Ex. 25, ASPCA Dep. Excerpts at 41-42.

→ *ASPCA’s Court ordered interrogatory responses admitted that the funds requested by MGC AA were for Rider’s living expenses. DX 18R at 21-24 (“All of the funds that the ASPCA provided to Mr. Rider were for living expenses in connection with his important advocacy efforts ...”). The funding provided to Rider was reported on tax forms as “compensation.” DX 45-57.*

- ASPCA falsely testifies that only it only made one (1) payment to MGC that included funds that were intended to go to Rider. Ex. 25, ASPCA Dep. Excerpts at 48-49.

→ *By the date of ASPCA’s testimony, it had received fifteen (15) total pages of invoices for payments by ASPCA to Rider through MGC. DX 61.*

- ASPCA testifies that it did not know whether Rider was currently receiving money from any of the other plaintiffs or whether any of the funding had been provided through WAP. Ex. 25, ASPCA Dep. Excerpts at 80-81 & 210.

→ *By the date of ASPCA’s testimony, AWI had made five (5) “donations” to WAP for Rider totaling \$10,500.00 and HSUS had made two (2) “donations” to WAP for Rider, that were internally marked as being for “Fund” (FFA) litigation. See DX 48A; DX 50; Ex. 22, HSUS Disbursement Request Forms. None of these payments are identified by FFA or AWI at deposition.*

- ASPCA testifies that it is jointly hosting a fundraiser with AWI and HSUS to “provide additional funding for Tom Rider to continue his outreach.” Ex. 25, ASPCA Dep. Excerpts at 210.

→ *The money from the fundraiser was filtered from AWI to WAP to Rider. FOF 39.*

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)*****Meyer misleads the Court concerning the amount, nature, extent and source of the Rider payments.**

9-16-05: Meyer makes the following statement to the Court: “And what we have on the other side, Your Honor, we have Tom Rider, a plaintiff in this case, he’s going around the country in his own van, he gets money from some of the clients and some other organizations to speak out and say what really happened when he worked there.”

→ *This statement (1) omitted any reference to payments to Rider which were invoiced to ASPCA, AWI and FFA on MGC legal bills (DX 61), and for which MGC had sent Rider an IRS Form 1099 classifying the money as “compensation” (DX 55); (2) falsely represented that Rider was traveling in “his own van,” when in fact Meyer had sent Rider WAP “grant” money to purchase the van several months prior (DX 37); (3) represented that Rider actually was traveling, when he was not (FOF 49); and (4) implied that the money paid to Rider was tied to media work, when in fact it was not (FOF 50).*

WAP produces an initial set of heavily redacted documents.

9-29-05: Ex. 14, WAP 9-29-05 Production. WAP’s initial document production included (and excluded) the following:

- WAP produced a heavily redacted ledger of “receipts and disbursements relating in any fashion to elephants, Tom Rider, Ringling Brothers or the lawsuit.” DX 49 & 50.
 - *The ledger of “disbursements” redacted the following fields: name, memo, account, class, amount (DX 49). The ledger of “receipts” shows payments from ASPCA and AWI; HSUS’s identity is redacted (DX 50).*
- WAP produced cover letters from Glitzenstein to Rider (DX 53).
 - *That the “grants” were for media work in particular cities was redacted.*
- WAP produced a redacted letter from Meyer to Rider enclosing a “grant” (DX 37).
 - *That the “grant” was for the purpose of purchasing a van to purportedly follow FEI’s circus was redacted. The amount of the grant also was redacted.*
- WAP entirely withheld from production Rider’s receipts (DX 52).
- WAP entirely withheld from the production a November 2003 email from Meyer, using her MGC email account, to the representatives of the organizational plaintiffs soliciting funds to be donated to WAP to be paid to Rider (DX 65).

Ex. 15, WAP 9-29-05 Privilege Log; Ex. 16, WAP 6-30-06 Production; Ex. 17, Comparison of WAP to Rider Ledger (DX 49); Ex. 18, Comparison of WAP Deposit Ledger (DX 50); Ex. 19, Comparison of WAP Cover Letters (DX 53); Ex. 20, Comparison of WAP Van Grant Letter (DX 37).

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)*****2006****WAP makes a second production, with lifted redactions.**

6-30-06: Ex. 16, WAP 6-30-06 Production. WAP's second production including the following:

- WAP produced an unredacted copy (name, memo, account, class, amount) of the ledger of disbursement.
 - *The unredacted ledger for the first time shows the amount of money that WAP had paid Rider, more than \$70,000.00. Further, the unredacted ledger shows that, despite the nebulous initial description of the ledger (transaction related to “elephants, Tom Rider, Ringling Borthers or the lawsuit”), nearly all of WAP’s disbursements are for Rider and the payments occurred in systematic, regular payments of the same amount, weekly and bi-weekly.*
- WAP produced unredacted copies of the cover letters from Glitzenstein to Rider.
 - *The unredacted cover letters show for the first time that the “grants” were for media work in particular cities.*
- WAP produced an unredacted copy of the cover letter from Meyer to Rider enclosing a “grant.”
 - *The unredacted copy of the cover letter shows that the grant is for \$5500 and is to “purchase a used van to continue to travel around the country to the cities where the Ringling Bros. and Barnum & Bailey circus performs.”*
- WAP produced Rider’s receipts, which were withheld in their entirety from the 9-29-05 production.
 - *The receipts show that Rider’s receipts did not match up to the amount of “grant” money he was receiving from WAP.*
- WAP for the first time produced a copy of a November 2003 email from Meyer, using her MGC email account, to the representatives of the organizational plaintiffs soliciting funds to be donated to WAP to be paid to Rider. None of the organizations that had received the email produced or identified it their June 2004 discovery responses.
- WAP for the first time produced IRS Forms 1099 issued to Rider for the years 2002-2004 which classify the more than \$70,000.00 in “grant” money as “non-employee compensation.”

See also Ex. 17, Comparison of WAP to Rider Ledger (DX 49); Ex. 18, Comparison of WAP Deposit Ledger (DX 50); Ex. 19, Comparison of WAP Cover Letters (DX 53); Ex. 20, Comparison of WAP Van Grant Letter (DX 37).

TIMELINE OF KEY RIDER PAYMENT FACTS

AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)

Rider testifies that the money is his sole source of income and that he has not paid income taxes on any of it.

10-12-06: Plaintiffs notice the deposition of their co-plaintiff Rider who testifies that (1) the money he receives from WAP is his only source of income, Ex. 26, Rider Dep. Excerpts (10-06), at 135-36; and (2) he has not filed tax returns or paid any federal or state income taxes on any of the “grant” money he has received. *Id.* at 125-27 & 209-10. *See* FOF 21 & 58.

Meyer lies about the existence of legal invoices for payments to Rider in meet and confer correspondence.

12-15-06: ECF 127-7: In meet and confer correspondence, Meyer falsely states that “plaintiffs have no ‘non-privileged portions of the invoices from [our] firm that reflect monies filtered through it for payments to Mr. Rider.’”

→ *By this point in time, nearly sixty (60) pages of invoices from MGC to ASPCA, AWI and FFA, dated 2001-2003, containing non-privileged information existed (DX 61). Further, MGC sent Rider an IRS Form 1099 classifying the “grant” money paid to him in 2001 as “compensation” (DX 55). See FOF 35 & 55-56. None of these documents was produced until the Court granted FEI’s motions to compel in August 2007.*

2007

API’s first set of discovery responses indicate that it has made payments to WAP for Rider.

1-16-07: DX 21 at 5: API discloses that it also has made “donations” to WAP for Rider.

Meyer misleadingly represents that the ESA Action plaintiffs have produced all documents reflecting payments “directly to Mr. Rider and to the Wildlife Advocacy Project,” and omits any references to payments to Rider through her own law firm.

1-16-07: ECF 127-5 at 8-9 & 11: “[A]ll of the plaintiff organizations have been extremely forthcoming about funds that they have contributed to either Tom Rider or the Wildlife Advocacy Project for media Accordingly, to the extent that defendants are complaining they have been denied such information, this is simply not true. . . . [A]ll of the plaintiff organizations have been extremely forthcoming about the funds that they have contributed to either Tom Rider or the Wildlife Advocacy Project[.]”

2-8-07: ECF 127-11 at 3: “[P]laintiffs have always been extremely forthcoming about the fact that they were providing funding for this purpose, and the amount of funding they have provided directly to Mr. Rider and to the Wildlife Advocacy Project for this purpose – *i.e.*, they have answered all of the discovery requests and provided deposition testimony on this matter, and have provided defendants with all documents that reflect this

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)***

information.”.

3-30-07: ECF 132 at 15: “[P]laintiffs have been extremely forthcoming with this Court about the fact that they are providing grants either to the Wildlife Advocacy Project (“WAP”) or to Mr. Rider directly to allow him to travel around the country to educate the public about the elephants’ condition [T]he plaintiff organizations have answered every question posed to them about how they have contributed to WAP and/or Mr. Rider’s media and public education efforts,”.

4-25-07: ECF 141-1 at 3 n.1 & 4: “The other plaintiffs have also already identified all of the funding that they have provided to Mr. Rider. . . . [T]he only financial information that has ever been outstanding with respect to defendants’ discovery is any information concerning funding or other ‘items’ Mr. Rider may have received from any additional groups or individuals[.]”

6-26-07: ECF 156 at 4-5: “[D]efendants already have the only information to which they are arguably entitled concerning the funding issue – i.e., the actual amounts of funding that the groups have donated for Mr. Rider’s media and educational campaign . . . [T]here is no information remaining to compel on this matter that would not simply duplicate information already provided”

→ *At the time Meyer and/or MGC attorneys made these statements, nearly sixty (60) pages of invoices from MGC to ASPCA, AWI and FFA, dated 2001-2003, containing non-privileged information existed (DX 61). Further, MGC had sent Rider an IRS Form 1099 classifying the “grant” money paid to him in 2001 as “compensation (DX 55). See FOF 35 & 55-56. None of these documents was produced until the Court granted FEI’s motions to compel in August 2007.*

The ESA Action plaintiffs’ Court-ordered production includes nearly 60 pages of MGC invoices for payments to Rider and an IRS Form 1099 issued to Rider by MGC.

9-24-07 & 9-26-07: Plaintiffs and WAP produced nearly 1,000 pages documents, forty-four (44) revised interrogatory answers and six (6) declarations pursuant to Court-order (No. 03-2006, ECF 178), including the following:

- Rider provides a significantly revised interrogatory response indicating that he has received extensive payments from all of the organizational plaintiffs, past and present, directly, through MGC and through WAP. DX 16 at 25-29 (9-24-07).
- Rider for the first time produces IRS Forms 1099 and W-2 issued to him by MGC and PAWS for years 2000 and 2001 which classify the “grant” money as “compensation” or “wages.” FOF 55-56; DX 55-57.
- ASPCA, AWI and FFA for the first time produced nearly sixty (60) pages of invoices, dated 2001 to 2003 from MGC for payments to Rider, some of which are “shared” expenses split among ASPCA, AWI and FFA. FOF 35; DX 61.
- AWI and FFA’s revised interrogatory responses correct their false deposition testimony. DX 19 at 20 n.1 (9-24-07); DX 20R at 34 n. 1 (9-24-07).

TIMELINE OF KEY RIDER PAYMENT FACTS***AWI et al. v. Feld Entertainment, Inc., Nos. 00-1641 & 03-2006 (D.D.C.) (EGS/JMF)***

Glitzenstein testifies that Rider does not travel to the cities indicated on WAP's cover letters and ledger, the payments are not reimbursements for actual expenses, and the distinction between the "media campaign" and the litigation is "meaningless."

12-21-07 & 1-29-08: Glitzenstein serves as the Rule 30(b)(6) deponent for WAP, and testifies that:

- WAP began generating cover letters to Rider only after FEI issued a Rule 45 subpoena to WAP. FOF 45-46.
- Rider does not actually travel to all of the cities indicates on WAP's cover letters and ledger. FOF 47.
- MGC prepares the Federal Express Airbills enclosing WAP's payments to Rider. FOF 42.
- The "grants" to Rider are not intended to be reimbursements for expenses actually incurred by him. FOF 44.
- The distinction between the "public education campaign" and the litigation "is meaningless." FOF 51.

2008

MGC produces the Federal Express Airbills used to send WAP's Rider payments.

2-8-08: MGC produced the Federal Express Airbills used to mail WAP's payments to Rider (DX 58A).

→ *The Airbills demonstrate that a "significant number of WAP's cover letters and checks to Mr. Rider are mailed to Florida, even though the cover letters and the WAP ledger indicate that Mr. Rider's 'media' efforts are focused on cities throughout the United States."* FOF 47.

The ESA Action plaintiffs' second Court ordered production includes an MGC invoice to ASPCA referencing an "account towards Tom Rider expenses."

8-11-08: Plaintiffs produce additional payment documents pursuant to Court-order (ECF 325), including the following:

- ASPCA produces a document demonstrating that its \$6,000.00 "grant" to WAP may not have actually gone to WAP but was instead was deposited into an "account towards Tom Rider expenses" that was maintained by MGC and reflected on MGC invoices to ASPCA. *See* DX 209 at 44 (IC 196 / A 01254); ECF 325 at 9 (describing IC 193-97 as "Invoice from Meyer Glitz including split bill information, payment to account towards Tom Rider's expenses ...").