

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

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

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

**DEFENDANT ANIMAL WELFARE INSTITUTE’S ANSWER AND AFFIRMATIVE  
DEFENSES**

Defendant Animal Welfare Institute (“AWI”), by and through its undersigned counsel of record, respectfully submits its Answer and Affirmative Defenses to Plaintiff Feld Entertainment, Inc.’s (“Plaintiff” or “FEI”) First Amended Complaint (“Amended Complaint”), and states as follows:<sup>1</sup>

**ANSWER**

**ALLEGED NATURE OF THE ACTION**

1. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, AWI admits that FEI brought this action against AWI and the other Defendants identified in paragraph 1.

<sup>1</sup> The vast majority of the allegations in the Amended Complaint are not specific as to AWI. Instead, Plaintiff has impermissibly engaged in “group pleading” – generally lumping AWI together with all the other Defendants. In answering the Amended Complaint, AWI is answering for itself and not for the other Defendants. In addition, AWI objects to the Amended Complaint on the grounds that it fails to comply with the pleading requirements set forth in Fed. R. Civ. P. 8(d) in that the individual numbered paragraphs contain multiple, compound and lengthy averments, such that each allegation is not simple, concise, and direct, rendering it difficult, if not impossible, to respond. For this reason, AWI generally denies all of the allegations in the Amended Complaint.

2. AWI admits that it and other parties participated in a lawsuit against FEI pursuant to the Endangered Species Act (the "ESA Action"), but denies the remaining allegations contained in paragraph 2.

3. AWI admits that the ESA Action was filed in part to redress Tom Rider's aesthetic injury resulting from FEI's abuse of its Asian elephants, but denies the remaining allegations contained in paragraph 3.

4. AWI admits that Mr. Rider is a former employee of FEI who worked with its elephants, but denies the remaining allegations contained in paragraph 4.

5. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through the Wildlife Advocacy Project ("WAP") for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, or about additional income to Mr. Rider, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 5.

6. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI denies the remaining allegations contained in paragraph 6.

7. AWI admits that this Court dismissed the ESA Action on standing grounds as to all plaintiffs in 2001, and the D.C. Circuit overturned that ruling in 2003, but denies the remaining allegations contained in paragraph 7.

8. AWI admits the ESA Action went to trial and respectfully refers the Court to the December 30, 2009 opinion cited within this paragraph for its content, which speaks for itself. AWI denies the remaining allegations contained in paragraph 8.

9. AWI denies the allegations contained in paragraph 9.

10. AWI denies the allegations contained in paragraph 10.

11. AWI admits that it engaged in fundraising during the referenced time period, but denies the remaining allegations contained in paragraph 11.

12. AWI admits that the plaintiffs in the ESA Action did not seek a preliminary injunction when they brought the action in 2000, but denies the remaining allegations contained in paragraph 12.

**ALLEGED OVERVIEW OF THE RACKETEERING ACTIVITY**

13. AWI denies the allegations contained in paragraph 13.

14. AWI denies the allegations contained in paragraph 14.

15. AWI denies the allegations contained in paragraph 15.

16. AWI denies the allegations contained in paragraph 16.

17. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr.

Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI denies the remaining allegations contained in paragraph 17.

18. AWI admits that it and the other identified parties were plaintiffs to the ESA Action that FEI was a defendant to that action, and that Mr. Rider was an important witness for one of its standing theories, but denies the remaining allegations contained in paragraph 18.

19. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, about additional income to Mr. Rider, or his finances/living expenses, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 19.

20. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, about additional income to Mr. Rider, or his finances/living expenses, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 20.

21. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, about additional income to Mr. Rider, or his finances/living expenses, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 21.

22. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, AWI denies the allegations contained in Paragraph 22.

23. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, AWI denies the allegations contained in Paragraph 23.

24. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, AWI denies the allegations contained in Paragraph 24.

25. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis. The last two sentences of this paragraph state a legal conclusion to

which no response is required. To the extent a response is required, these allegations are denied.

AWI denies the remaining allegations contained in paragraph 25.

26. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, AWI denies the allegations contained in Paragraph 26.

27. AWI respectfully refers the Court to the December 30, 2009 opinion referred to within this paragraph for its content, which speaks for itself. This paragraph also states a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations. AWI denies the remaining allegations contained in paragraph 27.

28. AWI respectfully refers the Court to the documents referenced within this paragraph for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 28.

29. AWI lacks knowledge or information sufficient to form a belief about the content of income tax filings made by Mr. Rider or other allegations contained in paragraph 29. To the extent a response is required, AWI denies these allegations. AWI respectfully refers the Court to the tax returns referred to within this paragraph for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 29.

30. The last sentence of paragraph 30 does not contain allegations related to AWI, and thus no response is required. AWI denies the remaining allegations contained in paragraph 30.

31. AWI denies the allegations contained in paragraph 31.

32. AWI denies the allegations contained in paragraph 32.

### **THE PARTIES**

33. AWI admits the allegations contained in paragraph 33.

34. The allegations contained in paragraph 34 relate to another Defendant, and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

35. AWI admits the first sentence of paragraph 35. With respect to the second sentence, AWI respectfully refers the Court to the document referenced within this paragraph for its content, which speaks for itself. AWI admits that Cathy Liss is AWI's President and Tracy Silverman is a licensed attorney and AWI's General Counsel. AWI admits that Ms. Liss and Ms. Silverman acted as representatives of AWI in connection with the ESA Action. AWI admits that at various times Ms. Liss and Ms. Silverman had knowledge of funding of Mr. Rider and participated in discussions with certain of the ESA Action plaintiffs and counsel regarding funding of Mr. Rider. AWI admits that Ms. Silverman spoke with Mr. Rider over the telephone on many occasions and met with him a number of times regarding the ESA Action and funding. AWI denies the remaining allegations contained in paragraph 35.

36. The allegations contained in paragraph 36 relate to another Defendant, and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

37. The allegations contained in paragraph 37 relate to another Defendant, and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI admits that Mr. Rider is a former employee of FEI and cared for its elephants.

38. The allegations contained in paragraph 38 relate to another Defendant, and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

39. The allegations contained in paragraph 39 relate to another Defendant, and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI admits that Meyer Glitzenstein & Crystal ("MGC") acted as counsel of record for AWI in the ESA Action.

40. AWI admits the allegations contained in paragraph 40.

41. AWI admits the allegations contained in paragraph 41.

42. AWI admits the allegations contained in paragraph 42.

43. AWI admits that WAP is a non-profit advocacy group. AWI lacks sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in paragraph 43, and denies these allegations on this basis.

44. AWI admits that Jonathan R. Lovvorn ("Mr. Lovvorn") was an attorney at MGC and is currently employed by the Humane Society of the United States ("HSUS"). AWI admits that Mr. Lovvorn was, at various time, counsel of record for AWI in the ESA Action. AWI lacks information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 44, and denies these allegations on this basis.

45. AWI admits that Kimberly D. Ockene ("Ms. Ockene") was an attorney at MGC and is currently employed by HSUS. AWI admits that Ms. Ockene was, at various time, counsel of record for AWI in the ESA Action. AWI lacks information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 45, and denies these allegations on this basis.

46. AWI admits that Ms. Meyer, Mr. Glitzenstein, Mr. Crystal, Mr. Lovvorn, and Ms. Ockene served as counsel for AWI in the ESA Action. The remaining allegations contained in paragraph



46 state a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations.

**JURISDICTION AND VENUE**

47. The allegations contained in paragraph 47 state a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations.

48. The allegations contained in paragraph 48 state a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations.

49. The allegations contained in paragraph 49 state a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations.

**FACTUAL BACKGROUND AND COMMON ALLEGATIONS**

50. AWI admits that it, along with other plaintiffs, were parties to a complaint, captioned Civil Action No. 00-1641 on July 11, 2000; a second amended complaint was filed in the ESA Action on April 10, 2001; the Court dismissed the second amended complaint on June 29, 2001; and that decision was reversed by the D.C. Circuit on February 4, 2003. AWI respectfully refers the Court to these filings for their content, which speak for themselves. The remaining allegations contained in paragraph 50 state a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations.

51. The first sentence of paragraph 51 states a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations. AWI admits that the allegations in the third sentence of this paragraph were contained in the complaints in the ESA Action. AWI denies the remaining allegations contained in paragraph 51.

52. AWI admits that Mr. Rider worked for a circus after leaving his employment with FEI, but denies the remaining allegations contained in paragraph 52.

53. AWI denies the allegations contained in paragraph 53.

54. AWI admits that in the ESA Action AWI sought an order requiring FEI to apply for a permit from the federal government. The remaining allegations contained in paragraph 54 state legal conclusions or characterize the behavior of other parties, and no response is required. To the extent a response is required, AWI denies these allegations.

55. AWI admits the allegations contained in paragraph 55.

56. AWI admits that the complaint described in this paragraph contained an allegation that Mr. Rider was making efforts to observe the FEI elephants. AWI denies the remaining allegations contained in paragraph 56.

57. AWI admits the allegations contained in paragraph 57.

58. AWI admits the allegations contained in paragraph 58.

59. AWI admits that on December 30, 2009, the Court issued an opinion. AWI respectfully refers the Court to that opinion for its content (which speaks for itself) and denies Plaintiff's characterization of that opinion.

60. AWI denies the allegations contained in paragraph 60.

61. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI admits that Mr. Rider worked for a period of for the Performing Animal Welfare Society ("PAWS"). AWI lacks sufficient knowledge and information to form a belief

about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 61.

62. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 62.

63. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 63.

64. The allegations in paragraph 64 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

65. The allegations in paragraph 65 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

66. Paragraph 66 makes no averments of fact and thus no response is required. To the extent a response is required, AWI denies these allegations.

67. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI admits that representatives of AWI discussed funding provided to Mr. Rider with the other plaintiffs and counsel in the ESA Action. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 67.

68. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

69. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he

observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 69.

70. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

71. AWI admits that the Animal Protection Institute ("API") was added as an additional plaintiff in the ESA Action in February 2006. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

72. AWI admits that MGC, Ms. Meyer, and Mr. Glitzenstein were counsel of record for AWI in the ESA Action. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other

improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

73. AWI admits that it provided funding to Mr. Rider through MGC and AWI respectfully refers the Court to the legal bills referenced within Paragraph 72 for their content, which speak for themselves. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

74. AWI respectfully refers the Court to the document referenced within paragraph 74 for its content, which speaks for itself. AWI lacks sufficient knowledge and information to form a belief about the remaining allegations contained in paragraph 74, and denies them on this basis.

75. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

76. AWI respectfully refers the Court to the document referenced within paragraph 76 for its content, which speaks for itself. AWI denies the remaining allegations contained in paragraph 76.

77. The allegations in paragraph 77 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

78. The allegations in paragraph 78 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

79. The allegations in paragraph 79 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

80. The allegations in paragraph 80 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

81. AWI denies the first sentence of paragraph 81. The second sentence of paragraph 81 states a legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations. AWI denies the third and fourth sentences of paragraph 81. AWI admits the fifth sentence of paragraph 81. With respect to the sixth sentence, the fact that the quoted communication was made to counsel for FEI is admitted; the remainder of this sentence is denied. With respect to the seventh sentence, AWI admits that the invoices described in this paragraph were produced in the ESA Action following an August 23, 2007 order of the Court; the remainder of this sentence is denied. The eighth sentence is denied.

82. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

83. AWI respectfully refers the Court to the document referenced within paragraph 83 for its content, which speaks for itself.

84. The allegations in paragraph 84 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

85. The allegations in paragraph 85 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

86. The allegations in paragraph 86 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

87. The allegations in paragraph 87 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

88. The allegations in paragraph 88 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

89. The allegations in paragraph 89 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

90. The allegations in paragraph 90 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI admits that representatives of AWI discussed funding provided to Mr. Rider with certain other plaintiffs and counsel in the ESA Action.

91. The allegations in paragraph 91 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.



92. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

93. AWI admits that AWI's contributions alleged in paragraph 93 were used to fund WAP's disbursements to Mr. Rider for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. AWI lacks sufficient knowledge and information to form a belief about the amount and timing of funding provided to Mr. Rider by other Defendants, and denies these allegations on this basis.

94. The allegations in paragraph 94 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

95. The allegations in paragraph 95 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

96. The allegations in paragraph 96 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

97. The allegations in paragraph 97 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

98. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. The allegations in paragraph 98 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations. AWI denies the remaining allegations contained in paragraph 98.

99. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. The allegations in paragraph 99 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations. AWI denies the remaining allegations contained in paragraph 99.

100. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr.

Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. The allegations in paragraph 100 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations. AWI denies the remaining allegations contained in paragraph 100.

101. AWI denies the allegations contained in paragraph 101.

102. AWI denies the allegations contained in paragraph 102.

103. The allegations in paragraph 103 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

104. The allegations in paragraph 104 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. To the extent any of these allegations relate to AWI, they are denied.

105. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. The allegations in paragraph 105 also relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis, except that AWI admits that Mr. Rider most often lived in a van.

106. The allegations in paragraph 106 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 106.

107. The allegations in paragraph 107 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

108. AWI denies the allegations contained in paragraph 108.

109. The allegations in paragraph 109 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 109 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

110. The allegations in paragraph 110 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 110 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

111. AWI denies the allegations contained in paragraph 111.

112. The allegations in paragraph 112 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

113. The allegations in paragraph 113 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

114. The allegations in paragraph 114 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

115. The allegations in paragraph 115 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI also respectfully refers the Court to the documents referenced in this paragraph for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 115.

116. AWI denies the allegations contained in paragraph 116.

117. The allegations in paragraph 117 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

118. The allegations in paragraph 118 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 118.

119. AWI admits that paragraph 119 quotes findings of fact by the Court, which speak for themselves. AWI denies the remaining allegations contained in paragraph 119.

120. AWI respectfully refers the Court to the documents referenced in paragraph 120 for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 120.

121. The allegations in paragraph 121 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

122. The allegations in paragraph 122 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

123. The allegations in paragraph 123 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 123.

124. AWI respectfully refers the Court to the testimony referenced within paragraph 124 for its content, which speaks for itself. The allegations in paragraph 124 also relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 124.

125. The allegations in paragraph 125 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 125 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

126. The allegations in paragraph 126 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 126 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

127. AWI lacks sufficient knowledge and information to form a belief as to the truth of the allegations is the first sentence of Paragraph 127, and denies these allegations on this basis. AWI respectfully refers the Court to the document referenced in paragraph 127 for its content, which speaks for itself. AWI denies that it had already made the decision to provide continuous funding for Mr. Rider through WAP and that the “grant proposal” was written to give cover to that funding decision. AWI denies the remaining allegations contained in paragraph 127.

128. The allegations in paragraph 128 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

129. The allegations in paragraph 129 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 129 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

130. The allegations in paragraph 130 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 130 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

131. The allegations in paragraph 131 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

132. The allegations in paragraph 132 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

133. The allegations in paragraph 133 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

134. The allegations in paragraph 134 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

135. The allegations in paragraph 135 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

136. The allegations in paragraph 136 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

137. The allegations in paragraph 137 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

138. The allegations in paragraph 138 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 138 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

139. The allegations in paragraph 139 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 139 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

140. The allegations in paragraph 140 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 140 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

141. The allegations in paragraph 141 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these



allegations on this basis. The allegations in paragraph 141 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations

142. The allegations in paragraph 142 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 142 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

143. The allegations in paragraph 143 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 143 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

144. AWI admits that its representatives discussed funding provided to Mr. Rider with certain other plaintiffs and counsel in the ESA Action and that it agreed to provide funding to Mr. Rider for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI.

145. AWI admits that its representatives discussed funding provided to Mr. Rider with certain other plaintiffs and counsel in the ESA Action for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI, but denies that AWI agreed to assume Mr. Rider's funding. The remaining allegations contained in paragraph 145 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

146. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public

education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI respectfully refers the Court to the documents referenced within paragraph 146 for their content, which speak for themselves. The allegations in paragraph 146 also relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

147. AWI admits to contributing funds directly to Mr. Rider for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI, and respectfully refers the Court to the documents produced by AWI and others in the ESA Action for their content, which speak for themselves.

148. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI respectfully refers the Court to AWI's IRS Form 990 and documents produced by AWI and others in the ESA Action for their content, which speak for themselves. The allegations in paragraph 148 also relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

149. AWI admits to contributing funds directly and indirectly to Mr. Rider for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. AWI respectfully refers the Court to AWI's IRS Form 990 and documents produced by AWI and others in the ESA Action for their content and the amount of sums paid, which speak for themselves.

150. AWI denies the allegations contained in paragraph 150. The allegations in paragraph 150 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

151. AWI denies the allegations contained in paragraph 151. The allegations in paragraph 151 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

152. AWI denies the allegations contained in paragraph 152. The allegations in paragraph 152 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

153. AWI denies the allegations contained in paragraph 153. The allegations in paragraph 153 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

154. AWI denies the allegations contained in paragraph 154. The allegations in paragraph 154 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

155. AWI denies the allegations contained in paragraph 155. The allegations in paragraph 155 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

156. AWI admits that its representatives discussed funding provided to Mr. Rider with certain other plaintiffs and counsel in the ESA Action for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. The remaining allegations in paragraph 156 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

157. AWI admits that its representatives discussed funding provided to Mr. Rider with certain other plaintiffs and counsel in the ESA Action for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI, but denies that it agreed to assume Mr. Rider's funding. The remaining allegations in paragraph 157 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

158. The allegations in paragraph 158 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

159. The allegations in paragraph 159 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

160. The allegations in paragraph 160 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

161. The allegations in paragraph 161 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

162. The allegations in paragraph 162 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

163. The allegations in paragraph 163 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 163 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

164. The allegations in paragraph 164 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 164 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

165. The allegations in paragraph 165 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 165 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

166. The allegations in paragraph 166 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 166 also state legal conclusion to which no response is required. To the extent a response is required, AWI denies these allegations.

167. The allegations in paragraph 167 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 167 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

168. The allegations in paragraph 168 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 168 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

169. AWI admits that API was added as an additional plaintiff in the ESA Action on or about February 23, 2006. The allegations in paragraph 169 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 169.

170. The allegations in paragraph 170 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

171. AWI denies the first sentence of paragraph 171. The remaining allegations in paragraph 171 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

172. The allegations in paragraph 172 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

173. The allegations in paragraph 173 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

174. The allegations in paragraph 174 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 174 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

175. The allegations in paragraph 175 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 175 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

176. The allegations in paragraph 176 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 176 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

177. The allegations in paragraph 177 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 177 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

178. The allegations in paragraph 178 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 178 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

179. AWI admits that in July 2005, it participated in a joint fundraiser with certain other Defendants in this case, but denies the remaining allegations contained in Paragraph 179. AWI respectfully refers the Court to the invitation referenced within this paragraph for its content, which speaks for itself.

180. AWI respectfully refers the Court to the invitation referenced within this paragraph for its content, which speaks for itself. AWI lacks sufficient knowledge and information to form a belief as to the truth of the allegations regarding the combined net assets of the Defendants, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 180.

181. AWI denies the allegations contained in paragraph 181. The allegations in paragraph 181 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

182. AWI denies the allegations contained in paragraph 182. The allegations in paragraph 182 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

183. AWI denies the allegations contained in paragraph 183. The allegations in paragraph 183 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

184. AWI admits the allegations contained in paragraph 184.

185. AWI admits that it made use of Mr. Rider's interrogatory responses and October 12, 2006 deposition for purposes of litigation in the ESA Action. AWI denies the remaining allegations contained in paragraph 185.

186. AWI denies the allegations contained in paragraph 186.



187. AWI respectfully refers the Court to the document referenced in this paragraph for its content, which speaks for itself. AWI denies the remaining allegations contained in paragraph 187.

188. AWI denies the allegations contained in paragraph 188.

189. AWI denies the allegations contained in paragraph 189.

190. With respect to the first sentence, AWI admits that Mr. Rider appeared as a witness for plaintiffs in the ESA Action and testified over the course of two days. AWI respectfully refers the Court to the December 30, 2009 opinion cited within this paragraph for its content, which speaks for itself. AWI denies the remaining allegations contained in paragraph 190.

191. The allegations in paragraph 191 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 191 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

192. The allegations in paragraph 192 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. For itself, AWI denies the allegations contained in paragraph 192.

193. The allegations in paragraph 193 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

194. The allegations in paragraph 194 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

195. The allegations in paragraph 195 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

196. AWI respectfully refers the Court to the organizational plaintiffs' discovery responses that are referenced within this paragraph for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 196.

197. AWI denies the allegations contained in paragraph 197. The allegations in paragraph 197 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

198. AWI denies the allegations contained in paragraph 198.

199. AWI admits that AWI submitted its initial response to FEI's interrogatories in the ESA Action on June 9, 2004, but denies that Ms. Meyer signed the response.

200. AWI admits that it directly and indirectly provided Mr. Rider with funding for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. AWI respectfully refers the Court to the documents that are referenced within this paragraph for their content, which speak for themselves. The remainder of the allegations relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 200.

201. AWI respectfully refers the Court to the interrogatory and response referenced within paragraph 201 for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 201.

202. AWI respectfully refers the Court to the interrogatory and response referenced within paragraph 202 for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 202.

203. AWI denies the allegations contained in paragraph 203. The allegations in paragraph 203 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

204. AWI denies the allegations contained in paragraph 204. The allegations in paragraph 204 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

205. AWI denies the allegations contained in paragraph 205. The allegations in paragraph 205 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

206. AWI respectfully refers the Court to the testimony referenced within paragraph 206 for its content, which speaks for itself.

207. AWI admits that it directly and indirectly provided Mr. Rider with funding for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. AWI respectfully refers the Court to the documents that are referenced within this paragraph for their content, which speak for themselves. The remainder of the allegations relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 207.

208. AWI respectfully refers the Court to the documents that are referenced within this paragraph for their content, which speak for themselves.

209. AWI respectfully refers the Court to the testimony and documents that are referenced within this paragraph for their content, which speak for themselves. AWI denies that Ms. Liss testified falsely and denies the remaining allegations contained in paragraph 209.

210. AWI respectfully refers the Court to the testimony and documents that are referenced within this paragraph for their content, which speak for themselves. AWI denies that Ms. Liss testified falsely and denies the remaining allegations contained in paragraph 210.

211. AWI respectfully refers the Court to the testimony and documents that are referenced within this paragraph for their content, which speak for themselves. AWI denies that Ms. Liss testified falsely and denies the remaining allegations contained in paragraph 211.

212. AWI respectfully refers the Court to the testimony and documents that are referenced within this paragraph for their content, which speak for themselves. AWI denies that Ms. Liss testified falsely and denies the remaining allegations contained in paragraph 212.

213. AWI respectfully refers the Court to the testimony and documents that are referenced within this paragraph for their content, which speak for themselves. AWI denies that Ms. Liss testified falsely and denies the remaining allegations contained in paragraph 213.

214. AWI denies the allegations contained in paragraph 214. The allegations in paragraph 214 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

215. AWI denies the allegations contained in paragraph 215. The allegations in paragraph 215 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

216. AWI denies the allegations contained in paragraph 216. The allegations in paragraph 216 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

217. The allegations in paragraph 217 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

218. AWI admits that it provided Mr. Rider with funding for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI and that representatives of AWI discussed funding provided to Mr. Rider with other plaintiffs and counsel in the ESA Action. The remaining allegations in paragraph 218 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

219. The allegations in paragraph 219 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

220. The allegations in paragraph 220 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 220 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

221. The allegations in paragraph 221 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these

allegations on this basis. The allegations in paragraph 221 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

222. The allegations in paragraph 222 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 222 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

223. AWI admits that Mr. Rider's initial responses to FEI's interrogatories in the ESA action were submitted on June 9, 2004 and that Ms. Meyer signed the objections, but AWI denies the remaining allegations contained in paragraph 223.

224. AWI admits that it directly and indirectly provided Mr. Rider with funding for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI and that representatives of AWI discussed funding provided to Mr. Rider with other plaintiffs and counsel in the ESA Action. The remaining allegations in paragraph 224 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

225. AWI respectfully refers the Court to the documents referenced in this paragraph for their content, which speak for themselves.

226. AWI respectfully refers the Court to the document referenced in this paragraph for its content, which speaks for itself. The remaining allegations in paragraph 226 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

227. AWI respectfully refers the Court to the document referenced in this paragraph for its content, which speaks for itself. The remaining allegations in paragraph 227 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

228. AWI denies the allegations contained in paragraph 228. The allegations in paragraph 228 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations

229. AWI denies the allegations contained in paragraph 229. The allegations in paragraph 229 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

230. The allegations in paragraph 230 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 230 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

231. With respect to the first sentences of paragraph 231, AWI admits that the magistrate judge in the ESA Action held a hearing in February and March 2008, to discuss discovery disputes between the parties, and that Mr. Rider did not appear at that hearing; AWI denies the remaining allegations in these 3 sentences. The fourth and fifth sentences relate to other Defendants in this action, and AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis. The sixth sentence is denied as to AWI; as to the other Defendants, AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis.

232. AWI admits that at various times, it contributed funds directly to Mr. Rider and indirectly to Mr. Rider through WAP for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. Although AWI contributed these funds, AWI never paid Mr. Rider or anyone else to lie under oath, say anything that was not true, or engage in any other improper conduct. AWI denies that it had anything to do with Mr. Rider's alleged absence from the hearing discussed in paragraph 232. The remaining allegations contained in paragraph 232 relate to other Defendants, and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis.

233. The allegations in paragraph 233 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

234. The allegations in paragraph 234 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

235. AWI denies the allegations contained in paragraph 235 that relate to AWI. The remaining allegations relate to the other Defendants in this action, and AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis.

236. Based upon the Court's ruling on the initial dispositive motion in this case, allegations regarding legislative activities cannot serve as the basis for a RICO claim, and therefore no response to these allegations is required. If a response is required, AWI admits that it has supported legislation pending in Congress and a number of states and municipalities concerning the welfare of animals. AWI lacks knowledge and information sufficient to form a belief about



the positions other Defendants have taken regarding pending legislation. AWI denies the remaining allegations contained in paragraph 236.

237. Based upon the Court's ruling on the initial dispositive motion in this case, allegations regarding legislative activities cannot serve as the basis for a RICO claim, and therefore no response to these allegations is required. If a response is required, AWI respectfully refers the Court to the document referenced in this paragraph for its content, which speaks for itself.

238. Based upon the Court's ruling on the initial dispositive motion in this case, allegations regarding legislative activities cannot serve as the basis for a RICO claim, and therefore no response to these allegations is required. If a response is required, AWI respectfully refers the Court to the documents referenced in this paragraph for their content, which speak for themselves. AWI lacks knowledge and information sufficient to form a belief as to the specific content of the unspecified bills contained in paragraph 238.

239. Based upon the Court's ruling on the initial dispositive motion in this case, allegations regarding legislative activities cannot serve as the basis for a RICO claim, and therefore no response to these allegations is required. If a response is required, AWI admits that it provided funding to Mr. Rider for his living and travel expenses while he engaged in public education outreach and public relations/media efforts related to the elephant mistreatment he observed when he worked at FEI. The remaining allegations in paragraph 239 relate to other Defendants in this action, and AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis.

240. The allegations in paragraph 240 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

241. AWI respectfully refers the Court to the testimony referenced in this paragraph for its content, which speaks for itself. AWI denies the remaining allegations contained in paragraph 241.

242. AWI respectfully refers the Court to the testimony referenced in this paragraph for its content, which speaks for itself. The remaining allegations in paragraph 242 relate to other Defendants in this action and AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis.

243. AWI respectfully refers the Court to the testimony referenced in this paragraph for its content, which speaks for itself. The remaining allegations in paragraph 243 relate to the other Defendants in this action and AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis.

244. AWI admits that it has been involved in other litigation concerning the welfare of animals and participated in the preparation of a report concerning FEI's Asian elephants.

245. The second sentence of paragraph 245 is denied as to AWI. The remaining allegations in paragraph 245 relate to other Defendants in this action and AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis.

246. The allegations in paragraph 246 relate to other Defendants in this action and AWI lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and denies these allegations on this basis.

247. AWI denies the allegations contained in paragraph 247. The allegations in paragraph 247 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

248. The allegations contained in paragraph 248 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

249. The allegations contained in paragraph 249 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

250. The allegations contained in paragraph 250 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

251. The allegations contained in paragraph 251 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

252. The allegations contained in paragraph 252 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

253. The allegations contained in paragraph 253 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

254. The allegations contained in paragraph 254 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

255. The allegations contained in paragraph 255 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

256. The allegations contained in paragraph 256 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

257. The first and third sentences of paragraph 257 are admitted, except that the date of the deposition referenced in this paragraph was November 9, 2004. With respect to the second sentence of paragraph 257, AWI respectfully refers the Court to the testimony referenced in this paragraph for its content, which speaks for itself.

258. AWI admits the allegations contained in paragraph 258.

259. The allegations contained in paragraph 259 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

260. The allegations contained in paragraph 260 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

261. The allegations contained in paragraph 261 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

262. The allegations contained in paragraph 262 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

263. The allegations contained in paragraph 263 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

264. The allegations contained in paragraph 264 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

265. The allegations contained in paragraph 265 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

266. AWI respectfully refers the Court to the documents and testimony referenced in this paragraph for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 266.

267. AWI respectfully refers the Court to the documents referenced in this paragraph for their content, which speak for themselves. The remaining allegations contained in paragraph 267 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

268. The allegations contained in paragraph 268 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

269. The allegations contained in paragraph 269 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

270. The allegations contained in paragraph 270 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

271. AWI respectfully refers the Court to the documents referenced in this paragraph for their content, which speak for themselves. The remainder of the allegations contained in paragraph 271 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

272. The allegations contained in paragraph 272 relate to non-parties to this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies the allegations on this basis.

273. AWI denies the allegations contained in paragraph 273.

274. AWI admits that FEI has been represented by Fulbright & Jaworski L.L.P. and Covington and Burling L.L.P. in the ESA Action. AWI lacks sufficient knowledge and information to form a belief as to the truth of the remaining allegations in paragraph 274, and denies the allegations on this basis.

## COUNT I

### RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT

#### CONDUCTING THE AFFAIRS OF THE ENTERPRISE THROUGH A PATTERN OF RACKETEERING ACTIVITY

(18 U.S.C. §§ 1962(c) and 1964(c))

(Against All Defendants)

275. AWI reiterates its responses to paragraphs 1 – 274 of the Amended Complaint as if set forth fully herein.

276. The allegations in paragraph 276 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

277. AWI denies that it formed or was part of any associated-in-fact enterprise. The remaining allegations in paragraph 277 state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

278. AWI denies the allegations contained in paragraph 278. The allegations in paragraph 278 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

279. AWI denies the allegations contained in paragraph 279. The allegations in paragraph 279 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

280. AWI denies the allegations contained in paragraph 280. The allegations in paragraph 280 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

281. AWI denies the allegations contained in paragraph 281. The allegations in paragraph 281 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

282. AWI denies the allegations contained in paragraph 282. The allegations in paragraph 282 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

283. AWI denies the allegations contained in paragraph 283. The allegations in paragraph 283 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

284. AWI denies the allegations contained in paragraph 284. The allegations in paragraph 284 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

285. AWI denies the allegations contained in paragraph 285. The allegations in paragraph 285 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

286. AWI denies the allegations contained in paragraph 286. The allegations in paragraph 286 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

287. AWI denies the allegations contained in paragraph 287. The allegations in paragraph 287 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

288. AWI denies the allegations contained in paragraph 288. The allegations in paragraph 288 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

**COUNT II**

**RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT**

**CONSPIRACY TO CONDUCT THE AFFAIRS OF THE ENTERPRISE  
THROUGH A PATTERN OF RACKETEERING ACTIVITY IN VIOLATION  
OF § 1962(C)**

**(18 U.S.C. §§ 1962(d) and 1964(c))**

**(Against All Defendants)**

289. AWI reiterates its responses to paragraphs 1 – 288 of the Amended Complaint as if set forth fully herein.



290. AWI denies the allegations contained in paragraph 290. The allegations in paragraph 290 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

291. AWI denies the allegations contained in paragraph 291. The allegations in paragraph 291 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

292. AWI denies the allegations contained in paragraph 292. The allegations in paragraph 292 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

293. AWI denies the allegations contained in paragraph 293. The allegations in paragraph 293 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

294. AWI denies the allegations contained in paragraph 294. The allegations in paragraph 294 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

295. AWI denies the allegations contained in paragraph 295. The allegations in paragraph 295 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

296. AWI denies the allegations contained in paragraph 296. The allegations in paragraph 296 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

**COUNT III**  
**VIRGINIA CONSPIRACY ACT**  
**CONSPIRACY TO HARM A BUSINESS**

**(Va. Code Ann. § 18.2-499(a), § 18.2-500)**

**(Against All Defendants)**

297. AWI denies the allegations contained in paragraph 297. The allegations in paragraph 297 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

298. AWI denies the allegations contained in paragraph 298. The allegations in paragraph 298 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

299. AWI denies the allegations contained in paragraph 299. The allegations in paragraph 299 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

300. AWI denies the allegations contained in paragraph 300. The allegations in paragraph 300 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

301. AWI denies the allegations contained in paragraph 301. The allegations in paragraph 301 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

**COUNT IV**

**ABUSE OF PROCESS**

**(Against All Defendants)**

302. AWI reiterates its responses to paragraphs 1 – 301 of the Amended Complaint as if set forth fully herein.

303. AWI admits the allegations contained in paragraph 303.

304. AWI admits that a non-jury trial of the ESA Action took place from February 4, 2009 through March 18, 2009, and that on December 30, 2009, the Court issued an opinion and AWI respectfully refers the Court to the opinion for its content, which speaks for itself. AWI denies the remaining allegations contained in paragraph 304.

305. AWI denies the allegations contained in paragraph 305.

306. For itself, AWI denies the allegations contained in paragraph 306.

307. AWI denies the allegations contained in paragraph 307. AWI lacks sufficient knowledge and information as to the truth of the allegations in this paragraph as to other Defendants, and denies these allegations on this basis.

308. AWI respectfully refers the Court to the documents referenced in this paragraph for their content, which speak for themselves. AWI denies the remaining allegations contained in paragraph 308.

309. AWI lacks sufficient knowledge and information as to the truth of the allegations regarding the total amount of donations received by the plaintiffs in the ESA Action, and denies these allegations on this basis. AWI denies the remaining allegations contained in paragraph 309.

310. AWI denies the allegations contained in paragraph 310.

311. AWI denies the allegations contained in paragraph 311.

312. AWI admits that Mr. Rider has testified before legislative bodies, but AWI denies providing funding for him to do so and/or to ever testify falsely.

313. AWI denies the allegations contained in paragraph 313.

314. AWI admits the third sentence contained in paragraph 314. AWI denies the remaining allegations contained in paragraph 314.

315. AWI denies the allegations contained in paragraph 315. The allegations in paragraph 315 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

316. AWI denies the allegations contained in paragraph 316. The allegations in paragraph 316 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

317. AWI denies the allegations contained in paragraph 317. The allegations in paragraph 317 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

318. AWI denies the allegations contained in paragraph 318. The allegations in paragraph 318 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

319. AWI denies the allegations contained in paragraph 319. The allegations in paragraph 319 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

320. AWI denies the allegations contained in paragraph 320. The allegations in paragraph 320 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

321. AWI denies the allegations contained in paragraph 321. The allegations in paragraph 321 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

322. AWI denies the allegations contained in paragraph 322. The allegations in paragraph 322 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

**COUNT V**

**MALICIOUS PROSECUTION**

**(Against All Defendants)**

323. AWI reiterates its responses to paragraphs 1 – 322 of the Amended Complaint as if set forth fully herein.

324. AWI admits that on December 30, 2009, the Court issued an opinion and respectfully refers the Court to the opinion for its content, which speaks for itself.

325. AWI denies the allegations contained in paragraph 325. The allegations in paragraph 325 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

326. AWI denies the allegations contained in paragraph 326. The allegations in paragraph 326 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

327. AWI denies the allegations contained in paragraph 327. The allegations in paragraph 327 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

328. AWI respectfully refers the Court to the findings referenced in this paragraph for their content, which speak for themselves.

329. AWI admits that the Court dismissed the ESA Action on standing grounds as to all plaintiffs in 2001, and the D.C. Circuit overturned that ruling. AWI respectfully refers the Court to the D.C. Circuit's opinion for its content, which speaks for itself. AWI denies the remaining allegations contained in paragraph 329. The allegations in paragraph 329 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

330. AWI denies the allegations contained in paragraph 330. The allegations in paragraph 330 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

331. AWI denies the allegations contained in paragraph 331. The allegations in paragraph 331 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

332. AWI denies the allegations contained in paragraph 332. The allegations in paragraph 332 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

333. AWI denies the allegations contained in paragraph 333. The allegations in paragraph 333 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

**COUNT VI**

**MAINTENANCE**

**(Against ASPCA, AWI, FFA/HSUS, API and WAP)**

334. AWI reiterates its responses to paragraphs 1 – 333 of the Amended Complaint as if set forth fully herein.

335. The allegations in paragraph 335 relate to other Defendants in this action and AWI lacks sufficient knowledge and information to form a belief as to their truth, and denies these allegations on this basis. The allegations in paragraph 335 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

336. AWI admits the allegations contained in the fifth sentence of paragraph 336, but denies the remaining allegations contained in paragraph 336. The allegations in paragraph 336 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

337. AWI denies the allegations contained in paragraph 337. The allegations in paragraph 337 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

338. AWI denies the allegations contained in paragraph 338. The allegations in paragraph 338 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

339. AWI denies the allegations contained in paragraph 339. The allegations in paragraph 339 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

340. AWI denies the allegations contained in paragraph 340. The allegations in paragraph 340 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

341. AWI denies the allegations contained in paragraph 341. The allegations in paragraph 341 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

342. AWI denies the allegations contained in paragraph 342. The allegations in paragraph 342 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

343. AWI denies the allegations contained in paragraph 343. The allegations in paragraph 343 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

344. AWI denies the allegations contained in paragraph 344. The allegations in paragraph 344 also state legal conclusions to which no response is required. To the extent a response is required, AWI denies these allegations.

**COUNT VII**

**CHAMPERTY**

**(Against MGC, Meyer, Glitzenstein, Crystal, Lovvorn and Ockene)**

345. AWI reiterates its responses to paragraphs 1 – 344 of the Amended Complaint as if set forth fully herein.

346. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

347. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

348. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

349. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

350. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.



351. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

352. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

353. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

354. Plaintiff's claim for champerty was not directed at AWI and was dismissed by the Court; therefore, no response is required.

355. AWI denies all allegations of wrongdoing and denies all allegations of the Amended Complaint to which AWI has not specifically admitted, denied, or otherwise pleaded.

#### **PRAYER FOR RELIEF**

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

#### **AFFIRMATIVE DEFENSES**

##### **FIRST DEFENSE**

Plaintiff's RICO and State law claims fail to state claims upon which relief may be granted.

##### **SECOND DEFENSE**

Plaintiff's RICO and State law claims are barred because Plaintiff lacks standing to bring them.

##### **THIRD DEFENSE**

Plaintiff's RICO and State law claims are barred by the applicable statutes of limitations.

##### **FOURTH DEFENSE**

Plaintiff's RICO and State law claims should be dismissed because they constitute

compulsory counterclaims pursuant to Fed. R. Civ. 13(a) that were required to be brought, if at all, in the ESA Action.

**FIFTH DEFENSE**

Plaintiff's RICO and State law claims are barred by the Noerr-Pennington Doctrine, the First Amendment rights of Defendants and/or the District of Columbia's Anti-SLAPP Act, codified at D.C. Code §§ 16-5501 *et seq.* (2010).

**SIXTH DEFENSE**

Plaintiff's RICO claims fail because Plaintiff has not alleged and cannot prove either "but for" or "proximate" causation.

**SEVENTH DEFENSE**

Plaintiff's RICO claims based upon misrepresentations and/or fraud fail to comply with the heightened pleading requirements of Fed. R. Civ. P. 9(b).

**EIGHTH DEFENSE**

Plaintiff's RICO claims fail because Plaintiff has not alleged and cannot prove an actionable RICO "pattern."

**NINTH DEFENSE**

Plaintiff's RICO claims fail because Plaintiff has not alleged and cannot prove a sufficiently distinct RICO "enterprise."

**TENTH DEFENSE**

Plaintiff's RICO claims fail as to AWI because Plaintiff has not alleged and cannot prove that AWI was engaged in the operation or management of the RICO "enterprise."

**ELEVENTH DEFENSE**

Plaintiff's RICO claims fail because Plaintiff has engaged in impermissible "group pleading."

**TWELFTH DEFENSE**

Plaintiff's RICO claims fail because Plaintiff has not alleged and cannot prove a specific intent to defraud by AWI.

**THIRTEENTH DEFENSE**

Plaintiff's RICO claims fail because Plaintiff has not alleged and cannot prove the elements of the underlying predicate acts.

**FOURTEENTH DEFENSE**

Plaintiff RICO Conspiracy claim fails because Plaintiff has not alleged and cannot prove a RICO conspiracy.

**FIFTEENTH DEFENSE**

Plaintiff's malicious prosecution claim fails because there was no favorable termination of the ESA Action on the merits and Plaintiff has not alleged and cannot prove a special injury as a result of the ESA Action.

**SIXTEENTH DEFENSE**

Plaintiff's abuse of process claim fails because Plaintiff has not alleged and cannot prove that AWI used process to accomplish an improper or unrelated end outside the relief sought in the ESA Action.

**SEVENTEENTH DEFENSE**

Plaintiff's maintenance claim fails because such a claim is likely not recognized in this jurisdiction and AWI had and has a strong interest in advancing the humane treatment of

performing animals.

**EIGHTEENTH DEFENSE**

Plaintiff's RICO and State law claims are barred by the equitable doctrines of unclean hands, estoppel, laches and/or waiver.

**NINETEENTH DEFENSE**

Plaintiff's RICO and State law claims are barred because at all relevant times AWI's conduct was reasonable, lawful, and in good faith.

**TWENTIETH DEFENSE**

Plaintiff's RICO and State law claims are barred because the alleged conduct complained of by Plaintiff in its Amended Complaint was taken by persons or entities other than AWI and, at all relevant times, said persons or entities acted without the consent, authorization, knowledge, or ratification of AWI.

**TWENTY-FIRST DEFENSE**

To the extent Plaintiff sustained damages as alleged in the Amended Complaint (which AWI denies), such damages were caused by persons or entities other than AWI and, at all relevant times, said persons or entities acted without the consent, authorization, knowledge, or ratification of AWI.

**TWENTY-SECOND DEFENSE**

Plaintiff has, or may have, failed to mitigate its damages.

**TWENTY-THIRD DEFENSE**

Plaintiff has failed to state a claim against AWI upon which punitive damages, costs, expenses, interest, or attorneys' fees may be awarded.

**TWENTY-FOURTH DEFENSE**

The relief sought by plaintiff is so egregious, excessive and inequitable that it would violate the Due Process clause of the Fifth and Fourteenth Amendments of the United States Constitution.

AWI intends to rely upon any and all other defenses that might become available during the course of this litigation – including those raised by other Defendants - and respectfully reserves the right to supplement these Affirmative Defenses based upon discovery in this matter.

**JURY DEMAND**

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

**WHEREFORE**, AWI respectfully requests that Plaintiff be denied any relief, that Plaintiff's Amended Complaint be dismissed with prejudice, and that AWI be awarded all attorneys' fees and costs incurred in the defense of this action.

**Date: August 9, 2012**

**Respectfully submitted,  
ANIMAL WELFARE INSTITUTE**

**By Counsel**

\_\_\_\_\_/s/  
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*Counsel for Plaintiff Animal Welfare Institute*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY on this 9<sup>th</sup> day of August, 2012, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send a notification of such filing to all counsel of record.

\_\_\_\_\_/s/  
Bernard J. DiMuro