

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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

ANSWER OF DEFENDANT WILDLIFE ADVOCACY PROJECT

This Answer is submitted solely on behalf of Defendant Wildlife Advocacy Project (“WAP”) in response to the First Amended Complaint (“FAC”) of Feld Entertainment, Inc. (“FEI”). Unless specifically noted, WAP lacks sufficient knowledge or information to admit or deny any of FEI’s allegations regarding any other Defendant. Unless specifically noted, with respect to FEI’s repeated references to “FFA/HSUS,” WAP is also without sufficient knowledge or information to admit or deny FEI’s allegations as to the Humane Society of the United States (“HSUS”) and the Answer will consider “FFA/HSUS” as a reference to the Fund for Animals (“FFA”).

WAP objects to the FAC 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 of the FAC 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, WAP generally denies all of the allegations in the FAC. WAP denies any and all allegations of illegality or impropriety in connection with any conduct discussed or alleged in the FAC. WAP

denies each and every allegation in the FAC that is not specifically admitted.

With respect to the specific paragraphs set forth in the FAC:

1. WAPs admits that FEI purports to bring this case as stated in this paragraph, but notes that the Court has dismissed FEI's champerty claim and has limited several of FEI's other claims.

2. Denied.

3. The first sentence is admitted, with the caveat that the case was also brought on behalf of several other plaintiffs who also sought to redress their aesthetic injuries, as well as organizations that sought to redress organizational injuries. The remainder of this paragraph is denied.

4. The first sentence is admitted. It is admitted that Mr. Rider also worked with other circuses which used bullhooks. The remainder of this paragraph is denied.

5. The first two sentences are denied. The remainder of this paragraph is denied as phrased.

6. WAP admits only that its participation in funding to Mr. Rider was to fund his living and travel expenses while he engaged in public education and media outreach, and that different people knew about some of that funding at different times, but denies the first sentence of this paragraph to the extent that it is inconsistent with this admission. WAP denies the remaining allegations in this paragraph as phrased.

7. Denied.

8. The first sentence is admitted, with the caveat that FEI, rather than the plaintiffs in the ESA action, was largely responsible for the delay and expense of the ESA Action. The second sentence is denied. The remainder of this paragraph characterizes and quotes from the

Court's final opinion in the ESA action, which speaks for itself and is the best evidence of its contents.

9. Denied.

10. WAP is without sufficient knowledge or information to admit or deny what Defendants knew or believed about the results of the relief sought in the ESA Action, or about the intent of Congress in enacting the ESA.

11. The first sentence is denied. WAP is without sufficient knowledge or information to form a belief as to the truth of the allegations in the second sentence and, therefore, denies those allegations. The remainder of this paragraph is denied until the last sentence. As to the last sentence of this paragraph, WAP admits that Ringling Bros. and Barnum & Bailey Circus was originally named as a Defendant, but the remainder of the sentence is denied.

12. It is admitted that the ESA action plaintiffs did not seek a preliminary injunction in 2000, but the remainder of the first four sentences of this paragraph is denied. As to the fifth sentence, it is admitted that at an early stage of the litigation in the ESA action plaintiffs withdrew their request that FEI be required to forfeit its possession of the Asian elephants, but this allegation is denied to the extent that it is inconsistent with this admission. The sixth and seventh sentences are denied. The final sentence characterizes FEI's FAC which speaks for itself and is the best evidence of its contents.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

18. It is admitted that ASPCA, AWI, FFA, API, and Mr. Rider were plaintiffs in the ESA Action, and that FEI was a defendant, but it is denied that HSUS was a plaintiff in that case. As to the second sentence, it is admitted that Mr. Rider was one of the plaintiffs in the ESA case, along with several organizational plaintiffs, and it is also admitted that establishing Article III standing with respect to at least one of the plaintiffs was essential to establishing the jurisdiction of the court in that case, but otherwise WAP denies this sentence of this paragraph to the extent that it is inconsistent with this admission. The remainder of this paragraph is denied.

19. As to the first sentence of this paragraph, it is admitted that funding was provided to Mr. Rider from 2001 and continuing through the trial to allow him to conduct public education and media outreach concerning FEI's mistreatment of Asian elephants, that some of that funding was provided by ASPCA, AWI, FFA, and API, and that Mr. Rider accepted that funding; it is also admitted that some of that funding was originally provided by Meyer & Glitzenstein ("MG") and then reimbursed by plaintiffs in the ESA Action, and that some of the funding was provided to WAP which then provided it to Mr. Rider; WAP otherwise denies this sentence of this paragraph to the extent that it is inconsistent with any of these admissions. The second sentence of this paragraph is denied. WAP lacks sufficient knowledge or information to admit or deny the third sentence. The fourth sentence is denied. As to the fifth sentence, it is admitted that funding was provided to Mr. Rider by the ASPCA, AWI, FFA and API either directly, through MG and/or WAP to fund his living and travel expenses while he engaged in public education and media outreach. The remainder of this paragraph is denied.

20. It is admitted that Mr. Rider received some funding from one or more of ASPCA, AWI, FFA, API, and/or MG and/or WAP from 2001 through at least the trial of the ESA Action

in February-March, 2009. The second sentence is admitted with respect to ASPCA, AWI, FFA, and API. As to the third sentence, it is admitted that at times ASPCA, AWI, FFA and API provided funding directly to Mr. Rider and at other times, ASPCA, AWI, FFA, and API's funding was provided by MG and then reimbursed by these groups, or provided to WAP which provided funding to Mr. Rider, but WAP otherwise denies this sentence to the extent that it is inconsistent with these admissions. The final sentence of this paragraph is denied.

21. It is admitted that the funding provided to Mr. Rider for his public education and media outreach from 2001 through 2009 totaled approximately \$190,000.00, but WAP otherwise denies this sentence as phrased. It is admitted that Mr. Rider was provided funding through a donation to the WAP to purchase a used van to use for his public education and media outreach, that he occasionally stayed in hotel rooms while he conducted his public education campaign, that he was provided cell phone use, and some camera equipment, and that he had a lap top, and it is also admitted that some of these items were initially provided by MG which was then reimbursed by the ESA Action plaintiffs, but WAP is without sufficient knowledge to admit or deny whether all of these items listed in this paragraph were provided by the named entities. WAP denies the remaining allegations in this paragraph as phrased.

22. Denied.

23. Denied.

24. Denied.

25. As to the first sentence of this paragraph, it is admitted that Mr. Rider was provided funding from one or more of ASPCA, AWI, FFA, and API, and/or MG and WAP and WAP denies anything else in this sentence that is inconsistent with these admissions. The remainder of this paragraph is denied.

26. Denied.

27. The Court's opinion in the ESA action speaks for itself and is the best evidence of its contents.

28. The first two sentences of this paragraph are denied. As to the last sentence of this paragraph, it is admitted that MG and WAP sent Mr. Rider 1099 Forms that reported the funding they had provided to him, but otherwise WAP denies this sentence to the extent that it is inconsistent with this admission.

29. With regard to the first two sentences, Mr. Rider testified to these matters in the ESA case, and his testimony speaks for itself; any allegations inconsistent with Mr. Rider's testimony concerning his payment of taxes is denied. As to the third sentence, it is admitted that Mr. Rider has only the equivalent of a high-school education and that one of his counsel stated to the Court that he was not sophisticated; WAP denies that he is a man of little skill. The fourth sentence and fifth sentences are denied, and WAP specifically denies any suggestion that it or any other defendant counseled Mr. Rider not to pay taxes.

30. The first two sentences are denied. As to the third sentence, it is admitted that API changed the way it referred to the grants, but WAP denies any implication that this was in any way designed to cover up these payments.

31. Denied.

32. Denied.

33. To the best of WAP's knowledge, the first sentence is admitted as an accurate characterization of FEI. The second sentence is admitted.

34. As to the first sentence in this paragraph, it is admitted that the ASPCA is a non-profit organization dedicated to eliminating the abuse, neglect, and exploitation of all

animals, including animals used in entertainment, but WAP otherwise denies this sentence to the extent that it is inconsistent with this admission. As to the second sentence, WAP is without knowledge sufficient to form a belief as to the truth of those allegations and therefore denies those allegations. As to the third sentence, it is admitted that Lisa Weisberg served as ASPCA's 30(b)(6) organizational representative for the ESA action, was involved in ASPCA's funding Mr. Rider's living and travel expenses while he engaged in public education and media outreach, and was ASPCA's Senior Vice President of Government Affairs and Public Policy. With regard to the fourth sentence, WAP lacks sufficient information to admit or deny whether Ms. Weisberg is a licensed attorney at this time.

35. As to the first sentence in this paragraph, WAP admits that AWI is a non-profit membership organization which professes to be dedicated to eliminating pain and fear inflicted by people on animals, including animals used for entertainment purposes, but otherwise WAP denies this sentence to the extent that it is inconsistent with this admission. As to the second sentence, WAP is without knowledge sufficient to form a belief as to the truth of those allegations and therefore denies those allegations. As to the third sentence, WAP admits that Cathy Liss served as AWI's 30(b)(6) organizational representative for the ESA action and is the President of AWI, but is without sufficient information or knowledge with respect to the remainder of this allegation. As to the remainder of this paragraph, WAP admits that at some time in 2005 Tracy Silverman became involved in representing AWI's interests in the ESA litigation and in AWI funding Mr. Rider's living and travel expenses while he engaged in public education and media outreach, and that Ms. Silverman is AWI's General Counsel and a licensed attorney, but denies the rest of this sentence to the extent that it is inconsistent with these admissions.

36. WAP admits that both FFA and HSUS are non-profit membership organizations, but otherwise denies the first sentence as phrased. The second sentence states a legal conclusion as to which no response is required. As to the third sentence, WAP is without sufficient information or knowledge to respond to this allegation. The fourth sentence is admitted. As to the fifth sentence, WAP is without knowledge or information sufficient to admit or deny this allegation. As to the sixth and seventh sentences, WAP admits that Mr. Markarian served as FFA's 30(b)(6) organizational representative for the ESA action and is the President of FFA and Executive Vice-President of HSUS, but is otherwise without sufficient knowledge or information to admit or deny this allegation. As to the last sentence in this allegation, WAP admits that employees of HSUS appeared as counsel of record for all of the plaintiffs in the ESA Action, deny that they continue do so, and deny that Mr. Markarian ever acted as counsel in the ESA action.

37. Admitted.

38. As to the first sentence of this paragraph, WAP admits that Born Free USA United With Animal Protection Institute (AAPI@) is a non-profit membership organization dedicated to eliminating the abuse, neglect, and exploitation of animals, including animals used in entertainment, but denies all other allegations that are inconsistent with this admission. As to the second sentence, WAP admits that API and Born Free became associated in 2007, but is without sufficient knowledge or information as to the truth of the remainder of this sentence. As to the third sentence, WAP is without sufficient information and knowledge to know whether this allegation is true and therefore deny it. As to the remainder of this paragraph, WAP admits that Nicole Paquette served as API's 30(b)(6) organizational representative for the ESA action and was involved with API funding Mr. Rider's living and travel expenses while he engaged in

public education and media outreach, that she was a Senior Vice-President and General Counsel of API, and is a licensed attorney, but denies the rest of these sentences as phrased.

39. The first sentence is admitted. The second sentence is admitted. The third sentence is admitted, with the caveat that MG was not always located in the same suite as Meyer Glitzenstein & Crystal. The last sentence is admitted.

40. Admitted.

41. Admitted.

42. The first three sentences of this paragraph are admitted. As to the last sentence, WAP admits that at some point in time Mr. Crystal learned that Mr. Rider was receiving funding for living and travel expenses while he engaged in public education and media outreach, but denies this sentence to the extent that it is inconsistent with this admission.

43. As to the first sentence, WAP admits that it is a non-profit advocacy group, and denies the remainder of this allegation. As to the second sentence, it is admitted that WAP was founded by Katherine Meyer and Eric Glitzenstein. As to the third sentence, it is admitted that WAP was established to engage in public education on animal protection issues, and that some of these issues also relate to public interest litigation pursued by MGC; otherwise this sentence is denied. The fourth sentence is denied. The fifth sentence is denied. The sixth, seventh, and eighth sentences are admitted. As to the ninth sentence, it is admitted that the other directors do not have an Aactive@ role in the daily management of WAP, but WAP denies that they do not play an active role in the supervision of WAP. As to the tenth sentence, it is admitted that Glitzenstein and Meyer are officers who are active in the management and supervision of WAP, but WAP denies that other directors are not active in the supervision of WAP. As to the eleventh sentence, it is admitted that there currently are no full-time employees of WAP, but the

rest of this statement is denied. The twelfth, thirteenth, fourteenth, and fifteenth sentences are admitted. As to the sixteenth sentence, it is admitted that some of WAP's advocacy projects are related to public interest cases being litigated by MGC, but WAP denies that this is true with respect to all of WAP's projects. As to the seventeenth sentence, it is admitted that groups and individuals made contributions to WAP to help fund Mr. Rider's living and travel expenses while he engaged in public education and media outreach and that WAP provided funding to Mr. Rider for that purpose, but WAP denies the remainder of the allegations in this sentence. The eighteen and nineteenth sentences are denied. As to the twentieth sentence, it is admitted that WAP received grant contributions from ASPCA, AWI, FFA, and API that were used to help fund Mr. Rider's public education and media outreach, but WAP denies the remainder of this sentence. As to the last sentence, it is admitted that the majority of the funds that WAP received from late 2001 through the trial of the ESA Action to help fund Mr. Rider's public education and media outreach was provided to Mr. Rider for that purpose, but WAP denies the rest of this sentence to the extent that it is inconsistent with this admission.

44. The first sentence is admitted. The second sentence is admitted, with the caveat that Mr. Lovvorn was a non-equity partner at MGC. The third sentence is admitted. The fourth sentence is admitted with the caveat that Mr. Lovvorn was a non-equity partner at MGC. The fifth sentence is admitted. As to the sixth sentence, it is admitted that at some point Mr. Lovvorn knew about some of the funding that was provided to Mr. Rider and may have participated in discussions about some of that funding, but WAP is otherwise without sufficient knowledge to form a belief as to the truth of the extent of Mr. Lovvorn's knowledge or discussion about such funding and therefore denies these allegations, and it also denies the remainder of the allegations in this sentence to the extent that they are inconsistent with the

stated admissions. As to the last sentence, it is admitted that Mr. Lovvorn participated in providing funding for WAP on behalf of FFA for WAP's public education and media outreach concerning circus elephants and that such funding was provided for Mr. Rider's living and traveling expenses as part of that effort, but WAP is without sufficient knowledge regarding the truth of the remainder of this sentence and hence denies it.

45. The first sentence is admitted. The second sentence is admitted, with the caveat that Ms. Ockene was a non-equity partner at MGC. The third sentence is admitted. The fourth sentence is admitted with the caveat that Ms. Ockene was a non-equity partner at MGC. The fifth sentence is admitted. As to the last sentence, it is admitted that at some point, Ms. Ockene was aware that Mr. Rider was being provided funding for his public education and media outreach, but WAP denies the remainder of this sentence to the extent that it is inconsistent with this admission.

46. This paragraph sets forth legal conclusions, to which no response is required.

47. The allegations in the FAC speak for themselves and are the best evidence of their contents.

48. This paragraph states a conclusion of law as to which no response is required.

49. This paragraph states a conclusion of law as to which no response is required.

50. The first sentence is admitted except that the case was not brought on behalf of HSUS, and therefore that part of the allegation is denied. The second sentence is admitted except that HSUS was not a party to the Second Amended Complaint, and therefore that part of the allegation is denied. The third sentence is admitted. As to the fourth sentence, WAP admits that the Court of Appeals did not decide the standing of the organizational plaintiffs, but otherwise denies this allegation.

51. The first sentence is a conclusion of law as to which no response is required. The remainder of this paragraph largely characterizes filings in the ESA action that speak for themselves and are the best evidence of their contents. All other allegations in this paragraph are denied.

52. Denied.

53. Denied.

54. The allegations in the first four sentences of this paragraph characterize the D.C. Circuit briefing and ruling in the ESA action which speak for themselves and are the best evidence of their contents; all other allegations in these sentences are denied. As to the fifth sentence, it is admitted that Mr. Rider sought an injunction against FEI's bull hook and chaining practices, and that he also originally sought an injunction requiring FEI to forfeit the elephants, but WAP denies the remainder of the allegations in this statement to the extent that they are inconsistent with these admissions. As to the sixth sentence, it is admitted that Mr. Rider's standing was not premised specifically on informational injury, but WAP denies the remainder of this statement to the extent that it is inconsistent with this admission. The seventh sentence is denied. As to the eighth sentence, WAP denies that there was any conflict of interest with respect to the position of the plaintiffs in the ESA case and hence this allegation is denied. The ninth, tenth and eleventh sentences are denied.

55. The allegations in this paragraph characterize filings in the ESA action which speak for themselves and are the best evidence of their contents.

56. The allegations in this paragraph characterize legal filings and proceedings in the ESA action, which speak for themselves. The remainder of this paragraph is denied.

57. This paragraph characterizes filings in the ESA action which speak for themselves

and are the best evidence of their contents.

58. Admitted.

59. The first sentence is admitted to the extent that the Court found that plaintiffs lacked standing. With regard to the second sentence, the Court's opinion speaks for itself and is the best evidence of its contents. The third sentence is denied. The fourth sentence is admitted. The fifth sentence is denied. As to the sixth sentence, it is admitted that the Court held that API failed to carry its burden of proof for standing, but otherwise this sentence is denied to the extent that it is inconsistent with this admission. As to the last sentence, WAP admits that the ESA Action was dismissed as to all plaintiffs and was dismissed with prejudice as to Rider, but denies that the ASPCA, AWI, or FFA completely defaulted on the standing issue at trial, and therefore WAP denies this allegation.

60. Denied.

61. As to the first sentence of this paragraph it is admitted that during the time that Mr. Rider was a plaintiff in the ESA case he received funding from one or more of the plaintiffs for living and travel expenses while he engaged in public education and media outreach and that some of the funding was provided to him by MG and then reimbursed by the plaintiffs, but otherwise WAP denies the allegations as stated. As to the second sentence, WAP admits that Mr. Rider performed security for the Performing Animal Welfare Society ("PAWS") which was an original plaintiff in the ESA Action, and that Mr. Rider testified that he did not regard this as a job, but otherwise WAP denies the allegations as stated. As to the third sentence, it is admitted that Mr. Rider continued to perform security for PAWS until May 2001, and that PAWS withdrew from the ESA Action in January 2001, but WAP otherwise denies the allegations as stated. As to the fourth sentence, it is admitted that Mr. Rider wrote a letter to

PAWS stating that officials at PAWS told him after PAWS settled its own lawsuit against Ringling that as long as he was on PAWS's payroll he could not engage in media or public education concerning Ringling Bros. anymore, and that he would be fired if he did so, and that he has explained that this was why he left PAWS, but otherwise WAP denies the allegations as stated. As to the fifth sentence, it is admitted that after Mr. Rider left PAWS, the ASPCA decided to fund his living and travel expenses while he engaged in public education and media outreach, and that at some point thereafter AWI and FFA also contributed to that funding and otherwise WAP denies any of the allegations in this sentence that are inconsistent with these admissions. As to the last sentence, WAP denies the first clause of this sentence, but admits that at various times the organizational plaintiffs contributed funding to Mr. Rider's living and travel expenses while he engaged in public education and media outreach, and that Ms. Weisberg, Ms. Liss, and Mr. Markarian were involved in that effort; the remainder of the allegations in this paragraph are denied as phrased.

62. The first sentence is admitted. The second sentence is admitted, except that HSUS was not an organizational plaintiff and hence was not charged for any of these expenses, and therefore that particular allegation is denied. The last sentence is denied.

63. It is admitted that since May 2001 through the trial of the ESA Action in February-March, 2009, Mr. Rider received funding from the ASPCA, AWI, FFA, API, and/or WAP, and that he also received some funding from MG that was reimbursed by the organizational plaintiffs, and WAP otherwise denies any of the allegations in this sentence that are inconsistent with these admissions.

64. Denied.

65. Denied.

66. It is admitted that FEI purports to detail what it refers to as the mechanics of the funding that was provided to Mr. Rider, but otherwise denies this sentence as phrased.

67. It is admitted that funds MG provided for Mr. Rider's living and travel expenses while he engaged in public education and media outreach were charged back to the organizational plaintiffs ASPCA, AWI, and FFA as either shared expenses or special expenses, but WAP denies that HSUS was an organizational plaintiff, and hence denies this part of this allegation and any other allegations in this statement that are inconsistent with the stated admission. The second and third sentences are denied as phrased. The fourth sentence is denied. As to the fifth sentence, it is admitted that the some of the plaintiff organizations provided funding to Mr. Rider at various points through the trial for his living and travel expenses while he engaged in public education and media outreach, but WAP denies the remainder of this statement as phrased. As to the sixth sentence, WAP admits that some of the plaintiff organizations provided funding to Mr. Rider at various points through the trial for his living and travel expenses while he engaged in public education and media outreach, admit that some of that money was provided by MG and then billed to the organizational plaintiffs, admit that some of that funding was provided to Mr. Rider by WAP, and denies the remainder of this allegation to the extent that it is inconsistent with the stated admissions.

68. It is admitted that at various times from May 2001 until November 2003, Mr. Rider received funding for his living and traveling expenses while he engaged in public education and media outreach. The second sentence is admitted except that no legal bills were sent to HSUS, and WAP denies the remaining allegations in this paragraph.

69. As to the first sentence in this paragraph, it is admitted that after May 2001 and for some time thereafter the ASPCA provided funding directly to Mr. Rider for his living and

traveling expenses while he engaged in public education and media outreach, but WAP is without sufficient information to confirm the precise amount of that funding and therefore denies this allegation. As to the second sentence, WAP is without sufficient knowledge to know what appeared to FEI with regard to when ASPCA ceased its financial assistance to Mr. Rider, and therefore deny this allegation. As to the third sentence, it is admitted that at some point, AWI and FFA contributed funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach, and otherwise this allegation is denied as phrased. The last sentence is denied.

70. WAP admits that at various times after 2003 though the trial of the ESA Action AWI or FFA contributed funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach, and that some of this funding was provided to Mr. Rider directly or by WAP, but the specific figure set forth in this paragraph is denied.

71. As to the first sentence in this paragraph, WAP admits that API joined the ESA Action in February 2006 and also admits that at some point API contributed funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach, but otherwise denies this allegation as phrased. The second and third sentences are denied as phrased.

72. The first and second sentences are admitted. As to the third sentence in this paragraph, WAP admits that MG, Ms. Meyer and Mr. Glitzenstein were all counsel of record for plaintiffs in the ESA Action during the time that funding was made available by MG and then reimbursed by the organizational clients to help fund Mr. Rider's living and travel expenses while he engaged in public education and media outreach, but WAP otherwise denies this allegation as phrased. As to the fourth sentence, WAP admits that Ms. Meyer was aware that

MG had provided funding to Mr. Rider for his living and travel expenses while he engaged in public education and media outreach and that this funding was charged to ASPCA, AWI, and FFA as out-of-pocket costs, but otherwise denies the remainder of this allegation as phrased.

73. WAP admits that the amount of funding provided to Mr. Rider and then charged to the organizational clients is approximately as stated in this paragraph, and otherwise denies the remainder of this allegation as phrased.

74. With regard to the first sentence, it is admitted that Mr. Rider was sent an IRS Form 1099 for tax year 2001, which speaks for itself. With respect to the second sentence, Mr. Rider provided testimony in the ESA action concerning the matters referred to and that testimony speaks for itself; WAP denies the allegations in this paragraph to the extent that they are inconsistent with that testimony or the record in the ESA action as a whole.

75. WAP admits that a check was erroneously written to Mr. Rider in the amount of \$1,639.34 for Mr. Rider's public education and media outreach that was supposed to have come from WAP, but otherwise denies this allegation as phrased.

76. The first sentence is denied as phrased. As to the second sentence, WAP admits that Ms. Meyer sent the fundraising letter that is partially excerpted in this paragraph. The letter speaks for itself and is the best evidence of its contents.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

81. The first and second sentences are denied as phrased. The third and fourth sentences are denied. As to the fifth sentence, WAP admits that the MG 1099 and invoices

were provided to FEI after August 23, 2007, but otherwise denies this allegation as phrased.

The sixth sentence is denied. As to the seventh sentence, it is admitted that the ASPCA, AWI, and FFA produced such invoices without asserting a privilege, but the remainder of this sentence is denied both as phrased and to the extent that it is otherwise inconsistent with what has been admitted here. The last sentence is denied.

82. WAP admits that from 2002 through the trial of the ESA Action, WAP provided regular funding to Mr. Rider for his living and travel expenses while he engaged in public education and media outreach, and it also admits that WAP received much of that funding from the ASPCA, AWI, FFA, or API. WAP denies the remainder of this allegation as phrased.

83. As to the first sentence of this paragraph, WAP admit that the IRS Forms 1099 that WAP provided to Mr. Rider show that WAP provided funding to Mr. Rider totaling approximately \$155,000, which funded his living and travel expenses for multiple years while he engaged in public education and media outreach concerning FEI's mistreatment of Asian elephants, but WAP otherwise denies this allegation as phrased. As to the second sentence, WAP admits that the amount of funding provided to Mr. Rider by WAP each year is approximately correct, but WAP otherwise denies this allegation as phrased. The third sentence purports to describe Form 1099s filed with the IRS, which speak for themselves and are the best evidence of their contents.

84. With respect to the first sentence, Mr. Rider testified in the ESA action to the matters referred to, and that testimony speaks for itself and is the best evidence of its contents; WAP specifically denies any suggestion that it or any defendant advised or encouraged Mr. Rider not to pay taxes. As to the second sentence, WAP admits that Mr. Rider reported this information to the IRS and reached some kind of settlement, but WAP is without sufficient

knowledge to know the truth of the allegation regarding the amount of the settlement reached with the IRS, or how Mr. Rider ultimately resolved this matter, and hence denies the remainder of these allegations.

85. As to the first sentence, WAP admits that it provided funding to Mr. Rider during January 15 - March 12, 2002 at least nine times, but otherwise denies this allegation as phrased. As to the second sentence, WAP admits that the funding ranged from approximately \$441.00 to \$1,639.34, but otherwise denies this allegation as phrased. As to the third sentence, WAP admits that it recorded the funding provided to Mr. Rider as funding for media for elephants, but otherwise denies these allegations as phrased.

86. As to the first sentence of this paragraph, WAP admits that on December 21, 2001, ASPCA provided a grant in the amount of \$6,000 to WAP to help fund Mr. Rider's living and travel expenses while he engaged in public education and media outreach concerning FEI's mistreatment of Asian elephants, but otherwise denies this allegation as phrased. As to the second and third sentences, to the extent that these allegations refer to the contents of documents, those documents speak for themselves and are the best evidence of their contents. As to the last sentence, WAP admits that some of the funding provided by WAP to Mr. Rider between January 15 - March 12, 2002 was made possible by the grant that ASPCA had provided WAP, and otherwise denies this allegation as phrased.

87. This allegation is denied as phrased.

88. WAP admits that ASPCA reimbursed MG for \$526.16 for funding provided by MG to Mr. Rider for his living and travel expenses while he engaged in public education and media outreach, but the document quoted speaks for itself and is the best evidence of its contents.

89. As to the first sentence, it is admitted that at some point in March 2002 to

sometime in July 2003 the ASPCA provided funding directly to Mr. Rider to fund his living and travel expenses while he engaged in public education and media outreach about FEI's mistreatment of elephants, but otherwise this allegation is denied as phrased. The second sentence is admitted.

90. As to the first sentence of this paragraph, it is admitted that WAP provided funding to Mr. Rider after May 2003, but otherwise this allegation is denied as phrased. The second sentence is denied as phrased.

91. It is admitted that sometime after 2003, WAP began to regularly provide funding to Mr. Rider for his living and travel expenses while he engaged in public education and media outreach concerning FEI's mistreatment of elephants, but otherwise this allegation is denied as phrased.

92. As to the first sentence, it is admitted that a significant amount of the funding that WAP was able to provide to Mr. Rider since July 2003 came from AWI, FFA and API. With regard to the second sentence, it is admitted that during the specified time-frame, AWI provided grants to WAP in this approximate amount. With regard to the third sentence, it is admitted that funding was given by AWI that was intended to provide funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach concerning FEI's mistreatment of elephants, but this sentence is otherwise denied as phrased. As to the fourth sentence, it is admitted that from March 17, 2005 to June 15, 2005, WAP received checks from HSUS in the stated amounts but this allegation is otherwise denied as phrased. The last sentence is admitted.

93. It is admitted that funding received from AWI, FFA, and API during 2004-2007 was used to fund Mr. Rider's living and travel expenses while he engaged in public education

and media outreach, but otherwise this allegation is denied as phrased.

94. It is admitted that WAP helped defray Mr. Rider's living and traveling expenses at times by paying them directly, but otherwise this allegation is denied as phrased.

95. This paragraph purports to quote from or characterize documents which speak for themselves and are the best evidence of their contents.

96. As to the first sentence of this paragraph, the documents referred to speak for themselves and are the best evidence of their contents, but WAP otherwise denies the allegation as phrased. As to the second sentence, it is admitted that during the specified time-frame, WAP provided funding for Mr. Rider's cell phone use, but WAP otherwise denies this allegation as phrased. As to the third and fourth sentences, the documents speak for themselves and are the best evidence of their contents, and WAP otherwise denies the allegations as phrased.

97. It is admitted that WAP provided funding for Mr. Rider to stay at a hotel in Nebraska while he testified before the Nebraska legislature, but otherwise this allegation is denied as phrased.

98. Denied.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

103. With regard to the first two sentences, Mr. Rider testified in the ESA action concerning these matters and his testimony speaks for itself and is the best evidence of its contents; WAP specifically denies that it or any other defendant advised or encouraged Mr. Rider not to pay taxes. The third sentence refers to tax returns that speak for themselves and

are the best evidence of their contents. As to the remainder of this paragraph, WAP admits that Mr. Rider reported his income to the IRS and reached a settlement with that agency, but WAP is without sufficient knowledge to confirm the details of that settlement and how it was discharged and on that basis denies the remainder of these allegations.

104. The first sentence of this paragraph is denied. As to the second sentence, it is admitted that WAP's accounting records record that the funds provided to Mr. Rider were for media expenses, but otherwise this allegation is denied as phrased. As to the remaining sentences, the documents referred to speak for themselves and are the best evidence of their contents.

105. As to the first sentence, it is admitted that Mr. Rider used to live in a van while he engaged in public education and media outreach, and that funding he received was used to defray his living and travel expenses while he did so; the remainder of this allegation is denied as phrased. As to the second sentence, it is admitted that the funding provided to Mr. Rider was used for his living and traveling expenses while he conducted his public education and media outreach; otherwise the allegation is denied as phrased.

106. As to the first sentence, it is admitted that WAP sent Mr. Rider a check so that he could buy a used van with which to conduct his public education and media outreach concerning FEI's mistreatment of Asian elephants, but otherwise this allegation is denied as phrased. As to the second sentence, it is admitted that in April 2005 WAP gave Mr. Rider a grant in the amount of \$5,500 to allow him to purchase a used van, but otherwise this allegation is denied as phrased. As to the third sentence, it is admitted that WAP provided a grant to Mr. Rider in part to enable him to travel around the country to educate the public and the media about FEI's mistreatment of the elephants, which also involved at times being in the same city or town when the circus was

there, which also allowed Mr. Rider to visit the elephants and collect additional evidence of FEI's continuing mistreatment of the elephants; otherwise the allegations in this sentence are denied as phrased. The fourth and fifth sentences are denied.

107. As to the first sentence, it is admitted that funding WAP provided to Mr. Rider helped to maintain the van that he used to travel around the country and educate the public and the media about FEI's mistreatment of the elephants, but otherwise this allegation is denied as phrased. As to the second, third, and fourth sentences, it is admitted that Mr. Rider may have used some of that funding to pay for the registration, insurance, and repair for the van, but otherwise these allegations are denied as phrased.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

112. As to this allegation, it is admitted that WAP defrayed Mr. Rider's living and travel expenses while he conducted public education and media outreach concerning FEI's mistreatment of the Asian elephants, but the remainder of this allegation is denied as phrased.

113. As to the first sentence, it is admitted that the funding provided to Mr. Rider was often sent via Federal Express, but otherwise this allegation is denied as phrased. As to the second sentence, it is admitted that some of the funding provided to Mr. Rider was sent to him via Western Union, but otherwise this allegation is denied as phrased. The third, fourth, and fifth sentences are admitted. The sixth sentence is denied.

114. With regard to the first sentence, it is admitted that some packages sent by WAP to Mr. Rider contained these items. The second sentence is denied.

115. Denied.

116. The first sentence is denied. With regard to the second sentence, it is admitted that the funding from WAP was used for Mr. Rider's living and travel expenses while he engaged in public education and media outreach. The remainder of this paragraph is denied.

117. As to the first sentence, it is admitted that the funding provided to Mr. Rider was provided to him in advance for his living and traveling expenses but otherwise this allegation is denied as phrased. As to the second sentence, it is admitted that WAP provided funding to Mr. Rider approximately every two weeks while he was engaged in public education and media outreach with funding from WAP, and that Mr. Rider periodically provided receipts for his expenditures to WAP, but the remainder of this allegation is denied as phrased. The third and fourth sentences are admitted. The fifth sentence is denied as phrased. As to the sixth sentence, it is admitted that Mr. Rider used the funding he received from WAP to buy a shirt that he wore at his deposition, but WAP cannot speak for Mr. Rider as to how he regarded the funding, and hence the remainder of this allegation is denied.

118. The first sentence is denied. The second sentence is denied as phrased. The third sentence is denied. The fourth sentence is denied as phrased. The fifth sentence is denied.

119. The first, second, and third sentences are denied. The remaining sentences of this paragraph quote from and characterize the Court's opinion in the ESA action which speaks for itself and is the best evidence of its contents.

120. As to the first sentence, it is admitted that the cover letters were usually signed by Mr. Glitzenstein, but this allegation is otherwise denied as phrased. The second sentence is denied. As to the third sentence, it is admitted that WAP did not always send cover letters to

Mr. Rider, but otherwise this allegation is denied as phrased. As to the fourth, fifth, and sixth sentences, it is admitted that the cover letters and ledger usually referred to certain venues where the circus was performing, but otherwise these allegations are denied as phrased. The seventh sentence is denied as phrased. The eighth sentence is denied.

121. The first sentence purports to characterize deposition testimony provided by WAP which is the best evidence of its contents; otherwise the sentence is denied as phrased. With regard to the second sentence, it is admitted that in 2005 the ledger began to reflect the fact that Mr. Rider was generally targeting his media efforts at cities where the circus was performing.

122. The first sentence is admitted. As to the second sentence, it is admitted that a number of WAP cover letters and checks were sent to Mr. Rider in Florida, but otherwise this allegation is denied as phrased. As to the third sentence, it is admitted that some of Mr. Rider's media work was conducted over the phone and his laptop computer but the remainder of this allegation is denied as phrased. The last sentence is denied as phrased.

123. The first sentence is denied. As to the second sentence, it is admitted that Mr. Rider was not always able to generate media coverage of FEI's mistreatment of Asian elephants, but otherwise this allegation is denied as phrased. The third sentence is denied as phrased. The fourth sentence is denied as phrased. As to the remaining sentences it is admitted that WAP did not cease funding Mr. Rider on the ground that he had not done enough media work, but otherwise these allegations are denied as phrased.

124. As to the first sentence, it is admitted that the public education and media outreach done by Mr. Rider while he received funding for living and travel expenses was done in conjunction with the ESA litigation, but otherwise this allegation is denied as phrased. As to the second sentence, Mr. Rider's testimony speaks for itself and is the best evidence of its

contents. The third sentence purports to describe deposition testimony provided by WAP, which speaks for itself and is the best evidence of its contents; otherwise the sentence is denied as phrased

125. To the extent this paragraph purports to characterize information in WAP's records those records speak for themselves and are the best evidence of their contents; in all other respects this paragraph is denied.

126. As to the first sentence, it is admitted that WAP continued to fund Mr. Rider's living and travel expenses while he engaged in public education and media outreach during this time period, but otherwise this allegation is denied as phrased. The second and third sentences are denied.

127. As to the first sentence, it is admitted that WAP engaged in activities to raise funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach, but otherwise this allegation is denied as phrased. As to the second sentence, it is admitted that Ms. Meyer transmitted a grant proposal to Ms. Liss for the purpose of funding Mr. Rider's living and travel expenses while he engaged in public education and media outreach, but otherwise this allegation is denied as phrased. The remainder of this allegation is denied.

128. The first sentence is denied. As to the second sentence, it is admitted that a grant proposal was sent to FFA, but otherwise this allegation is denied as phrased. As to the third sentence, it is admitted that a grant proposal was sent to a woman, but otherwise this sentence is denied as phrased.

129. Denied.

130. Denied.

131. The first two sentences are denied. As to the third sentence, it is admitted that

the ASPCA provided funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach during this time period but otherwise this allegation is denied as phrased.

132. As to the first sentence, it is admitted that some funding was provided to Mr. Rider by MG for living and travel expenses while he engaged in public education and media outreach and MG was then reimbursed by the ESA clients including the ASPCA, but otherwise this allegation is denied as phrased. The second, third, and fourth sentences characterize invoices that speak for themselves and are the best evidence of their contents. As to the fifth sentence, it is admitted that neither the ASPCA nor Mr. Rider produced any such forms in discovery in the ESA Action, but WAP is otherwise without sufficient information to verify this statement and hence it is denied, and the remainder of this allegation is denied as phrased.

133. It is admitted that the ASPCA provided grants to Mr. Rider for living and traveling expenses while he engaged in public education and media outreach but otherwise this allegation is denied as phrased.

134. As to the first sentence, it is admitted that the ASPCA provided Mr. Rider funding for certain expenses in connection with his public education campaign but otherwise this allegation is denied as phrased. As to the second sentence, it is admitted that some of these expenses were paid with the ASPCA's corporate credit card issued to Ms. Weisberg. As to the third sentence, it is admitted that the ASPCA retrieved these records from American Express, but this allegation is otherwise denied as phrased. The fourth sentence is denied as phrased. The fifth sentence is denied.

135. The first sentence is admitted. As to the second sentence, it is admitted that neither the ASPCA nor Mr. Rider produced any such forms in discovery in the ESA Action, but

WAP is otherwise without sufficient information to verify this statement and hence it is denied.

136. The first sentence is denied as phrased. As to the second sentence, it is admitted that ASPCA sent WAP a check for \$6,000 to support Mr. Rider's living and travel expenses while he engaged in public education and media outreach but otherwise this allegation is denied as phrased. As to the third sentence, WAP cannot speak for the ASPCA and what it understood, and hence this allegation is denied as phrased. The fourth sentence is admitted insofar as Lisa Weisberg knew that WAP was founded by Ms. Meyer and Mr. Glitzenstein; otherwise the sentence is denied as phrased. As to the fifth sentence, WAP lacks sufficient knowledge to form a belief as to the truth of this allegation as phrased, and on that basis denies it. The sixth sentence is denied as phrased. The seventh sentence is denied. The eighth sentence refers to receipts whose contents speak for themselves and WAP otherwise denies this allegation as phrased. The ninth and tenth sentences are denied. As to the last sentence, it is admitted that neither the ASPCA nor Mr. Rider produced the tax forms during discovery in the ESA action, but WAP otherwise lacks sufficient knowledge to admit or deny these allegations concerning other parties and their records. WAP denies the remaining allegations in this paragraph.

137. The first sentence is denied as phrased. The second and third sentences are admitted. WAP is without sufficient information or knowledge to respond to the allegations in the fourth sentence and on that basis they are denied. As to the last sentence, it is admitted that neither the ASPCA nor Mr. Rider produced such forms in discovery in the ESA Action, but WAP is otherwise without sufficient information to admit or deny this statement.

138. Denied.

139. Denied.

140. Denied.

141. Denied.

142. Denied.

143. Denied.

144. Denied as phrased.

145. Denied as phrased.

146. As to the first two sentences, WAP admits that during this time period some funding was provided by MG to Mr. Rider for his living and travel expenses while he engaged in public education and media outreach and was then reimbursed by the ESA clients including AWI, but otherwise this allegation is denied as phrased. The remainder of this paragraph characterizes invoices that speak for themselves and are the best evidence of their contents.

147. It is admitted that AWI provided funding to Mr. Rider for his living and travel expenses while he engaged in public education and media outreach and that some of this funding was used to repair the van that Mr. Rider used for this purpose, but otherwise this allegation is denied as phrased.

148. As to the first sentence it is admitted that AWI provided grants to WAP to help fund Mr. Rider's living and travel expenses while he engaged in public education and media outreach concerning FEI's mistreatment of Asian elephants. To the extent the remainder of this paragraph purports to characterize information in WAP's records and an AWI Form 990, those records speak for themselves and are the best evidence of their contents; in all other respects the remainder of this paragraph is denied.

149. The first sentence is denied as phrased. With regard to the second sentence, it is admitted that neither AWI nor Mr. Rider produced such forms in discovery in the ESA Action,

but WAP otherwise lacks sufficient information to admit or deny the allegations concerning other parties and their records.

150. Denied.

151. Denied.

152. Denied.

153. Denied.

154. Denied.

155. Denied.

156. WAP admits that FFA contributed funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach concerning FEI's mistreatment of Asian elephants, but denies the remainder of this allegation as phrased.

157. It is admitted that the ASPCA, AWI and FFA all contributed funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach, but otherwise this allegation is denied as phrased.

158. As to the first two sentences, it is admitted that some funding was provided to Mr. Rider by MG for living and travel expenses while he engaged in public education and media outreach and was then reimbursed by the ESA clients including FFA, but otherwise these allegations are denied as phrased. The last sentence characterizes invoices that speak for themselves and are the best evidence of their contents.

159. As to the first sentence, it is admitted that FFA provided some funding directly to Mr. Rider, but otherwise this allegation is denied as phrased; WAP is without sufficient knowledge or information to form a belief as to the relationship between FFA and HSUS and hence whether any of the funding provided for Mr. Rider's public education and media was

provided by HSUS rather than FFA, and therefore also deny that part of this allegation. The second sentence is admitted. The third and fourth sentences are admitted with respect to FFA except that WAP is without sufficient knowledge or information to admit or deny whether FFA received any such receipts; WAP is without sufficient knowledge or information to form a belief as to the relationship between FFA and HSUS and hence whether any of the funding provided for Mr. Rider's public education and media was provided by HSUS rather than FFA, and therefore denies that part of this allegation. As to the last sentence, it is admitted that Mr. Rider appeared at the press conference with Mr. Markarian, and also that Mr. Markarian was FFA's Rule 30(b)(6) witness in the ESA Action, but otherwise this allegation is denied.

160. The first sentence is a conclusion of law as to which no response is required. WAP denies the remainder of this allegation as phrased; WAP is without sufficient knowledge or information to form a belief as to the relationship between FFA and HSUS and hence the degree to which the funding provided for Mr. Rider's public education and media was provided by HSUS rather than FFA. The remainder of this paragraph purports to characterize information in WAP's records which speak for themselves and are the best evidence of their contents; otherwise the remainder of this paragraph is denied.

161. As to the first sentence, WAP admits that before Mr. Rider was able to purchase a used van for his public education and media outreach with funding provided by WAP, he used an older used van for this purpose, but otherwise denies this allegation as phrased. As to the second and third sentences, it is admitted that FFA paid for repairs for this van to enable Mr. Rider to attend a press conference in Denver, Colorado; WAP denies the remainder of this allegation as phrased; the MGC Defendants are without sufficient knowledge or information to form a belief as to the relationship between FFA and HSUS and hence whether any of the

funding provided for Mr. Rider's public education and media was provided by HSUS rather than FFA, and therefore deny this part of the allegation.

162. As regards the first sentence it is admitted that FFA provided funding for Mr. Rider's living and travel expenses while he engaged in public education and media outreach concerning the mistreatment of the Asian elephants, but otherwise this allegation is denied as phrased. As to the last sentence, it is admitted that neither FFA nor Mr. Rider produced such forms in discovery in the ESA Action, but WAP is otherwise without sufficient information to admit or deny the allegations concerning other parties and their records.

163. Denied.

164. Denied.

165. Denied.

166. Denied.

167. Denied.

168. Denied.

169. The first sentence is admitted. The second sentence is denied. As to the third sentence, WAP lacks sufficient knowledge or information regarding this allegation and on that basis denies it. The last sentence is denied as phrased.

170. As to the first sentence, it is admitted that API provided grants to WAP to support Mr. Rider's living and travel expenses while he engaged in public education and media outreach concerning FEI's mistreatment of Asian elephants, but otherwise this allegation is denied as phrased. As to the second sentence, it is admitted that funding provided by API to support Mr. Rider's living and travel expenses while he engaged in public education and media outreach was provided to Mr. Rider for that purpose, but otherwise this allegation is denied as phrased. The

remainder of this paragraph characterizes and quotes from letters and checks which speak for themselves and are the best evidence of their contents.

171. The first sentence is denied. As to the second sentence, it is admitted that API changed the way it recorded this information some time in 2006, but the remainder of this allegation is denied as phrased.

172. As to the first sentence, it is admitted that API provided funding directly to Mr. Rider for his living and travel expenses while he engaged in public education and media outreach, but the remainder of this allegation is denied as phrased. As to the second sentence, it is admitted that API paid Mr. Rider's expenses in connection with his travel to Omaha, Nebraska to testify at a legislative hearing, but WAP is without sufficient information to verify the precise amounts, and therefore otherwise denies this sentence.

173. It is admitted that API provided funding for Mr. Rider's public education and media outreach concerning FEI's mistreatment of Asian elephants, but otherwise the first sentence as phrased is denied. WAP is without sufficient knowledge or information to admit or deny the second sentence and on that basis it is denied.

174. Denied.

175. Denied.

176. Denied.

177. Denied.

178. Denied.

179. As to the first sentence, WAP admits that in July 2005, the ASPCA, AWI and HSUS held a benefit, but otherwise denies this allegation as phrased. The second sentence characterizes documents that speak for themselves and are the best evidence of their contents.

As to the third sentence, WAP admits that one or more attorneys from MGC attended the fundraiser but otherwise denies this sentence as phrased. The fourth sentence is denied. The remainder of this paragraph quotes from a document that speaks for itself and is the best evidence of its contents.

180. The allegations of this paragraph pertaining to the invitation are denied, and to the extent the paragraph purports to characterize the invitation, the document speaks for itself and is the best evidence of its contents. The last sentence purports to characterize a WAP ledger that speaks for itself and is the best evidence of its contents.

181. Denied.

182. Denied.

183. Denied.

184. Admitted.

185. The allegations in this paragraph characterize discovery responses and a trial exhibit that speak for themselves and are the best evidence of their contents.

186. Denied.

187. Denied.

188. Denied.

189. Denied.

190. As to the first sentence, WAP admits that Mr. Rider appeared as a fact witness and that his testimony had to be continued to a second day, but otherwise denies this allegation as phrased. As to the second, third and fourth sentences, the allegations in these sentences quote from and characterize the Court's opinion in the ESA action which speaks for itself and is the best evidence of its contents; the allegation is otherwise denied. The sixth sentence is

denied. The seventh sentence is denied.

191. Denied.

192. Denied.

193. Mr. Rider testified in the ESA action with regard to the matters referred to in this paragraph and that testimony speaks for itself; any allegations in this paragraph inconsistent with that testimony are denied. WAP specifically denies that it or any other defendant counseled or encouraged Mr. Rider not to pay taxes.

194. The first sentence is denied. The second, third, and fourth sentences purport to characterize filings in the ESA action or other materials that speak for themselves and are the best evidence of their contents. As to the fifth sentence, it is admitted that on October 3, 2006, the WAP website may have been temporarily down, but otherwise this allegation is denied as phrased. The sixth sentence is denied as phrased. The seventh sentence is denied.

195. This paragraph purports to characterize API documents that speak for themselves and are the best evidence of their contents; otherwise this allegation is denied as phrased.

196. The first sentence is denied. The second sentence is denied as phrased. As to the third sentence, it is admitted that the ASPCA disclosed in June 2004 that it had provided funding to WAP, but otherwise this allegation is denied as phrased.

197. Denied.

198. Denied as phrased.

199. This paragraph purports to describe discovery requests and responses that speak for themselves and are the best evidence of their contents.

200. To the extent the allegations in this paragraph refer to documents those documents speak for themselves and are the best evidence of their contents. In all other respects WAP is

without sufficient knowledge or information to admit or deny what particular officials at AWI knew or should have known at the time AWI submitted discovery responses.

201. The allegations in this paragraph characterize discovery requests and responses that speak for themselves and are the best evidence of their contents.

202. The allegations in this paragraph characterize discovery requests and responses that speak for themselves and are the best evidence of their contents.

203. Denied.

204. Denied.

205. Denied.

206. This paragraph purports to characterize the Rule 30(b)(6) deposition of Cathy Liss which speaks for itself and is the best evidence of its contents.

207. To the extent the allegations in this paragraph refer to documents those documents speak for themselves and are the best evidence of their contents. In all other respects WAP is without sufficient knowledge or information to admit or deny what particular officials at AWI knew or should have known at the time of the Rule 30(b)(6) deposition.

208. This paragraph purports to characterize deposition testimony, invoices, and other documents that speak for themselves and are the best evidence of their contents. In all other respects, the allegations in this paragraph are denied as phrased.

209. This paragraph purports to characterize deposition testimony, invoices, and other documents that speak for themselves and are the best evidence of their contents. In all other respects, the allegations in this paragraph are denied as phrased.

210. This paragraph purports to describe deposition testimony, invoices, and other documents which speak for themselves and are the best evidence of their contents. The

remaining allegations in the paragraph are denied.

211. To the extent the allegations in this paragraph refer to documents those documents speak for themselves and are the best evidence of their contents. In all other respects WAP is without sufficient knowledge or information to admit or deny what Ms. Liss knew or should have known.

212. To the extent the allegations in this paragraph refer to documents those documents speak for themselves and are the best evidence of their contents. In all other respects WAP is without sufficient knowledge or information to admit or deny what Ms. Liss knew or should have known.

213. To the extent the allegations in this paragraph refer to documents those documents speak for themselves and are the best evidence of their contents. WAP is otherwise without sufficient knowledge or information to admit or deny what Ms. Liss knew or should have known at the time of AWI's Rule 30(b)(6) deposition, and in all other respects the allegations in this paragraph are denied as phrased. The last sentence is denied.

214. Denied.

215. Denied.

216. Denied.

217. This paragraph purports to characterize the Rule 30(b)(6) deposition of Michael Markarian, which speaks for itself and is the best evidence of its contents.

218. To the extent the allegations in this paragraph refer to documents those documents speak for themselves and are the best evidence of their contents. In all other respects WAP is without sufficient knowledge or information to admit or deny what Mr. Markarian knew or should have known at the time of the Rule 30(b)(6) deposition.

219. To the extent the allegations in this paragraph refer to documents those documents speak for themselves and are the best evidence of their contents. The remaining allegations are denied as phrased, but WAP specifically denies that FEI was not aware that the ESA plaintiffs were funding Mr. Rider's living and travel expenses while he engaged in public education and media outreach until after August 23, 2007, or was not aware that the ESA plaintiffs also provided funding to WAP for that purpose until FEI served a subpoena on WAP.

220. Denied.

221. Denied.

222. Denied.

223. This paragraph purports to describe discovery requests, responses, and objections which speak for themselves and are the best evidence of their contents.

224. This paragraph purports to describe discovery responses and various documents, which speak for themselves and are the best evidence of their contents. WAP denies the allegations to the extent that they are inconsistent with these materials or the record in the ESA action as a whole.

225. The allegations in this paragraph characterize an interrogatory and response that speak for themselves and are the best evidence of their contents.

226. The first sentence is denied. As to the second sentence, it is admitted that Mr. Rider received funding from the ESA action plaintiffs to fund his living and travel expenses while he engaged in public education and media outreach but the sentence is otherwise denied as phrased. The third sentence is admitted. The fourth sentence purports to quote from and characterize tax forms that speak for themselves and are the best evidence of their contents. As to the fifth sentence, it is admitted that the funding was provided for Mr. Rider's living and travel

expenses while he engaged in public education and media outreach but the allegation is otherwise denied as phrased. The last sentence purports to quote from and characterizes tax forms that speak for themselves and are the best evidence of their contents. The remaining allegations in the paragraph are denied.

227. The first sentence is denied. As to the second sentence, it is admitted that Ms. Meyer knew of the funding that had been provided to Mr. Rider, but otherwise this allegation is denied as phrased. As to the third sentence, it is admitted that Ms. Meyer was a principal of WAP and MG, and that WAP and MG sent Mr. Rider 1099s, but otherwise this allegation is denied as phrased. As to the fourth sentence, it is admitted only that the Performing Animal Welfare Society previously employed Mr. Rider and was a former client of MG; the sentence also refers to a form 1099 that speaks for itself and is the best evidence of its contents. The final sentence is denied.

228. Denied.

229. Denied.

230. Denied.

231. The first two sentences characterize an evidentiary hearing, the transcript of which speaks for itself and is the best evidence of its contents. The third sentence is admitted. To the extent the first clause in fourth sentence characterizes Mr. Rider's testimony that testimony speaks for itself and is the best evidence of its contents, and the clause is otherwise denied; the second clause of this sentence is denied as phrased. The fifth sentence is denied. The last sentence is denied.

232. WAP admits that at the time of the hearing, Mr. Rider was receiving funding from WAP for his living and travel expenses while he engaged in public education and media outreach

and that some of that funding had been provided by one or more of the organizational plaintiffs, and that those entities knew about the funding they had provided, as did some of the lawyers, but otherwise this allegation is denied as phrased.

233. Denied.

234. Denied.

235. The first and second sentences are denied. As to the third sentence, WAP admits that the ASPCA did not have copies of all of these credit card records but was able to obtain them and disclose them to FEI; accordingly, any statement that is inconsistent with this admission is denied. The fourth sentence is denied as phrased. The fifth sentence is denied. The last sentence is denied as phrased.

236. Denied.

237. It is admitted that in 1999 a bill was introduced in Congress that would have outlawed the use of elephants in traveling shows and circuses and for the purpose of providing elephant rides, but otherwise this allegation is denied.

238. It is admitted that legislation has been introduced in state and local legislatures to ban certain practices with respect to elephants, but otherwise this allegation is denied as phrased.

239. The first sentence is admitted. The second and third sentences are denied as phrased. The fourth sentence is denied. The fifth sentence is denied as phrased.

240. Denied.

241. Denied.

242. To the extent the allegations in this paragraph refer to records or testimony those records and testimony speak for themselves and are the best evidence of their contents; the paragraph is otherwise denied.

243. The first sentence refers to a statement made by Mr. Rider, which speaks for itself and is the best evidence of its contents. As to the second sentence, it is admitted that at the time Mr. Rider testified he was receiving funding from WAP for his public education and media outreach and that PETA may have paid for some of his expenses in connection with his travel to that hearing, but otherwise this allegation is denied as phrased. The last statement is denied.

244. It is admitted that the ASPCA, FFA, and AWI, with assistance from MG, issued a report concerning FEI's Asian elephants, but otherwise this allegation is denied as phrased.

245. As to the first sentence, it is admitted that after the trial of the ESA Action Mr. Rider worked with the Animal Defenders International in Europe to educate the public about the mistreatment of animals by circuses, but otherwise this allegation is denied as phrased. WAP lacks sufficient knowledge or information to admit or deny the allegations in the second sentence and on that basis they are denied. As to the third sentence, WAP admits that after the ESA Action was over Mr. Rider continued to tell the public about what he had witnessed when he worked at the circus, but otherwise this allegation is denied as phrased.

246. Denied.

247. Denied.

248. WAP lacks knowledge sufficient to form a belief as to the truth of these allegations and they are therefore denied.

249. WAP lacks knowledge sufficient to form a belief as to the truth of these allegations and they are therefore denied.

250. WAP lacks knowledge sufficient to form a belief as to the truth of these allegations and they are therefore denied.

251. It is admitted that Mr. Hagan executed an affidavit during this time period

concerning the mistreatment of animals by FEI that he had witnessed when he worked for FEI, but otherwise these allegations are denied; WAP lacks knowledge sufficient to form a belief as to the truth of these allegations concerning PETA and therefore denies these allegations for this reason as well.

252. WAP lacks knowledge sufficient to form a belief as to the truth of these allegations and they are therefore denied.

253. It is admitted that Mr. Hagan met with a USDA investigator and provided an affidavit to the USDA regarding FEI's mistreatment of animals, but otherwise this allegation is denied as phrased.

254. It is denied that Mr. Hagan's affidavits were false or misleading and WAP is without knowledge sufficient to form a belief as to the truth of the remainder of these allegations which are therefore denied.

255. It is admitted that MGC Defendants have represented PETA. As to the second sentence WAP lacks information or knowledge sufficient to form a belief as to the truth of this allegation and on that basis it is denied.

256. The first four sentence of this paragraph characterize a subpoena for and deposition of Mr. Hagan that speak for themselves and are the best evidence of their contents. The fifth sentence is admitted. As to the sixth sentence, WAP lacks information or knowledge sufficient to form a belief as to the truth of the sentence and on that basis it is denied.

257. The first sentence purports to describe deposition testimony which speaks for itself and is the best evidence of its contents. The second sentence is denied. The third sentence refers to portions of Mr. Hagan's deposition that were moved into evidence in the ESA trial; those portions and the trial proceedings as a whole speak for themselves and are the best

evidence of their contents.

258. Admitted.

259. WAP lacks knowledge sufficient to form a belief as to the truth of this allegation and it is therefore denied.

260. Admitted.

261. Admitted.

262. The first sentence is admitted. As to the second sentence it is admitted that Ms. Hundley testified that she worked mostly with one horse and did not testify that she had responsibilities for elephants.

263. It is admitted that Ms. Hundley testified in the ESA action with respect to the matters discussed in these paragraphs, and that testimony speaks for itself and is the best evidence of its contents. Any allegations inconsistent with Ms. Hundley's testimony or that take that testimony out of context are denied.

264. It is admitted that Mr. and Mrs. Tom testified in the ESA action with respect to the matters discussed in this paragraph, and that testimony speaks for itself and is the best evidence of its contents. Any statements in this paragraph that are inconsistent with Mr. or Mrs. Tom's testimony, or that take that testimony out of context, are denied.

265. As to the first sentence, it is admitted that PETA has been a client of MGC's, including Ms. Meyer, on several occasions over the years, but otherwise this allegation is denied as phrased. As to the second sentence, WAP lacks knowledge sufficient to form a belief as to the truth of this allegation and it is therefore denied.

266. The first two sentences characterize filings and a Court order in the ESA action which speak for themselves and are the best evidence of their contents. The third sentence

characterizes Mrs. Tom's deposition testimony which speaks for itself and is the best evidence of its contents. The fourth and fifth sentences are denied.

267. The first sentence characterizes declarations that speak for themselves and are the best evidence of their contents; to the extent the declarations conflict with portions of this sentence it is denied. The second sentence is admitted. The third sentence is denied as phrased. As to the last sentence, WAP lacks information or knowledge sufficient to form a belief as to the truth of this statement and on that basis it is denied.

268. It is admitted that Ms. Hundley and Mr. and Mrs. Tom testified in the ESA action to the matters discussed in this paragraph, and that testimony speaks for itself and is the best evidence of its contents. Any allegations inconsistent with that testimony or that takes it out of context are denied. The last sentence is admitted.

269. As to the first sentence, it is admitted that Ms. Hundley testified in the ESA action to the matters discussed in this paragraph and that testimony speaks for itself and is the best evidence of its contents. Any allegations inconsistent with that testimony or that takes it out of context are denied. As to the last sentence, WAP lacks information or knowledge sufficient to form a belief as to the truth of the sentence and on that basis it is denied.

270. WAP lacks information or knowledge sufficient to form a belief as to the truth of these statements and on that basis they are denied.

271. As to the first sentence, WAP lacks information or knowledge sufficient to form a belief as to the truth of this allegation and it is therefore denied. The second sentence is admitted. The third and fourth sentences are denied.

272. This paragraph purports to characterize proceedings in the ESA action, which speak for themselves and are the best evidence of their contents. WAP denies any allegations

that are inconsistent with those proceedings or that take them out of context.

273. Denied.

274. It is admitted that FEI retained these two law firms but WAP has no knowledge of FEI=s obligations toward the attorneys, and therefore this part of the allegation is denied.

275. WAP hereby incorporates its responses to paragraphs 1-274 as set forth above.

276. This paragraph contains conclusions of law to which no response is required. To the extent it is deemed to contain allegations of fact to which a response is required, the paragraph is denied.

277. This paragraph contains conclusions of law to which no response is required. To the extent it is deemed to contain allegations of fact to which a response is required, the paragraph is denied.

278. This paragraph contains conclusions of law to which no response is required. To the extent it is deemed to contain allegations of fact to which a response is required, the paragraph is denied.

279. Denied.

280. Denied.

281. Denied.

282. Denied.

283. Denied.

284. This paragraph contains conclusions of law to which no response is required. To the extent it is deemed to contain allegations of fact to which a response is required, the paragraph is denied.

285. Denied.

286. Denied.

287. Denied.

288. Denied.

289. WAP hereby incorporates its responses to paragraphs 1-288 as set forth above.

290. Denied.

291. Denied.

292. Denied.

293. Denied.

294. Denied.

295. Denied.

296. Denied.

297. Denied.

298. Denied.

299. Denied.

300. Denied.

301. Denied.

302. WAP hereby incorporates its responses to paragraphs 1-301 as set forth above.

303. This paragraph purports to characterize pleadings and other developments in the ESA action which speak for themselves and are the best evidence of their contents. Any allegations inconsistent with those proceedings or that take them out of context are denied.

304. The first sentence is admitted. The remaining sentences characterize the Court's ruling in the ESA Action which speaks for itself and is the best evidence of its contents.

305. Denied.

306. Denied.

307. The first sentence is denied. The second sentence is denied as phrased. With regard to the last sentence, WAP lacks sufficient information to admit or deny this allegation with respect to the funding practices of all defendants. With respect to WAP, the allegation is denied as phrased.

308. This allegation is denied as phrased.

309. All but the last phrase of this paragraph is denied. As to the amount of donations, WAP is without sufficient information or knowledge to respond and on that basis this statement is denied

310. This paragraph contains conclusions of law to which no response is required. To the extent it is deemed to contain allegations of fact to which a response is required, the paragraph is denied.

311. The first sentence is denied. As to the second sentence, it is admitted that some of the defendants disseminated some non-confidential information they obtained in discovery to the public and legislative entities, but otherwise this allegation is denied as phrased.

312. The first sentence is admitted. The second sentence is denied as phrased. The third sentence is denied. The fourth sentence purports to characterize legislative testimony, which speaks for itself and is the best evidence of its contents; any allegations at variance with that testimony or that takes specific statements out of context are denied. The fifth and sixth sentences are denied as phrased. As to the last sentence, it is admitted that one or more of the defendant organizations and one or more of the defendant lawyers has participated in legislative activity involving circus animals, but otherwise these allegations are denied as phrased.

313. This paragraph contains conclusions of law to which no response is required. To

the extent it is deemed to contain allegations of fact to which a response is required, the paragraph is denied.

314. This paragraph purports to describe proceedings and positions taken in the ESA action, which speak for themselves and are the best evidence of their contents. Any statements inconsistent with the record in the ESA action are denied.

315. The first four sentences are denied. As to the fifth sentence, WAP lacks sufficient information or knowledge to know how long a permit proceeding would have taken, and the sentence is otherwise denied.

316. Denied.

317. Denied.

318. Denied.

319. Denied.

320. Denied.

321. Denied. WAP specifically denies that FEI has suffered any compensatory damages for which WAP is responsible and denies any allegations of wrongdoing that might entitle FEI to relief.

322. Denied. WAP specifically denies any and all allegations of wrongdoing and specifically denies that FEI is entitled to any punitive damages.

323. WAP hereby incorporates its responses to paragraphs 1-322 as set forth above.

324. The Court's decision and judgment speak for themselves and are the best evidence of their contents.

325. Denied.

326. Denied.

327. Denied.

328. The statements in this paragraph characterize this Court's opinion in the ESA Action which speaks for itself and is the best evidence of its contents.

329. Denied.

330. Denied.

331. Denied.

332. Denied.

333. Denied. WAP specifically denies any and all allegations of wrongdoing and specifically denies that FEI is entitled to the relief requested.

334. WAP incorporates its responses to paragraphs 1- 333 as set forth above.

335. The first sentence is admitted. The second, third, and fourth sentences are denied as phrased. The last sentence is admitted.

336. The first two sentences are denied. The third sentence is admitted. The fourth sentence is denied as phrased. With regard to the last sentence, it is WAP's understanding that this statement is true but WAP has no independent knowledge of whether the specified organizations have ever owned or cared for an Asian elephant.

337. Denied.

338. The allegations contained in this paragraph are denied as phrased.

339. Denied.

340. Denied.

341. Denied.

342. Denied.

343. Denied.

344. Denied. WAP specifically denies that it has engaged in any wrongdoing or that FEI is entitled to any damages.

345 - 354. FEI's champerty claims have been dismissed by the Court and accordingly no response to these allegations is required; to the extent any response is required these allegations are all denied.

AFFIRMATIVE DEFENSES

1. The FAC fails to state a claim on which relief can be granted.
2. Plaintiff lacks standing to pursue some or all of its claims.
3. The claims are or may be barred by the applicable statute of limitations.
4. Plaintiff's alleged injuries, if any, were not caused or proximately caused by any actions or omissions of WAP or any of its agents.
5. Plaintiff has failed to mitigate its alleged damages and, instead, caused or contributed to its own alleged damages.
6. Plaintiff's claims are or may be barred by the doctrines of laches, waiver and/or estoppel.
7. Plaintiff's claims are or may be barred by its failure to plead and/or prove the necessary elements of a RICO claim or a Virginia Conspiracy Act claim against WAP.
8. WAP's conduct is protected by the *Noerr-Pennington* doctrine and the First Amendment.
9. Plaintiff's claims are or may be barred in whole or in part by the doctrine of unclean hands.
10. Plaintiff's claims are or may be barred by the doctrine of *pare delicto*.
11. Plaintiff's claims are or may be barred in whole or in part by the District of Columbia's

Anti-SLAPP Act (“strategic lawsuits against public participation”) codified at D.C. Code §§ 16-5501 *et seq.* (2010).

12. Plaintiff’s claims are or may be barred by the doctrines of res judicata and/or collateral estoppel.
13. Plaintiff’s claims are barred because they constitute a compulsory counterclaim in the ESA action pursuant to Fed. R. Civ. P. 13(a).
14. Plaintiff’s malicious prosecution claim fails as a matter of law 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.
15. Plaintiff’s abuse of process claim fails as a matter of law because there was no perversion of the regular and contemplated judicial process in the conduct of the ESA action.
16. Plaintiff’s maintenance claim fails as a matter of law because such a claim is not recognized in this jurisdiction, and the defendants had and have a strong interest in advancing the humane treatment of performing animals.
17. Because the RICO claim fails as a matter of law, there is no pendent jurisdiction over any of the state law claims.
18. Plaintiff’s claims are or may be barred in whole or in part because of the failure to comply with the heightened pleading requirements of Fed. R. Civ. P. 9(b).
19. WAP reserves the right to assert each and every additional defense, including affirmative defenses that may become available during the course of discovery.

JURY DEMAND

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

Respectfully submitted,

/s/Stephen L. Braga
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Counsel for Defendant WAP

Date: August 9, 2012

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of August, 2012, copies of the foregoing Answer of Defendant Wildlife Advocacy Project was served by ECF on all counsel of record.

/s/ Stephen L. Braga
Stephen L. Braga