

1 between fiscal years 2019-2020 and 2024-25. Again, to my knowledge, Ms. Verret voiced no
2 objection to any of the distributions approved at any of these meetings she attended or thereafter,
3 and raised them for the first time in the declaration she submitted in this lawsuit.

4 119. Ms. Verret complains that the GLAZA did not spend any money from GLAZA's
5 endowment to cover the Zoo's losses during the pandemic. However, I'm not aware of the Zoo
6 ever making a request or submitting a proposal to GLAZA's management or Board of Trustees to
7 consider using a portion of the endowment to support the Zoo during the pandemic.

8 120. In addition, GLAZA engaged in several activities to support the Zoo and GLAZA
9 during the pandemic, including creating a special online fundraising campaign known as "Critical
10 Support is Needed Now!" This campaign raised over \$275,000, and the Zoo and GLAZA agreed
11 to split the funds evenly between them.

12 121. Ms. Verret directed GLAZA to deposit the Zoo's proceeds of \$139,633 from the
13 "Critical Support is Needed Now!" campaign into a restricted fund for general Zoo programs or
14 operations. However, the Zoo has directed GLAZA to distribute only \$52,491 of these funds,
15 meaning approximately \$87,142 of those funds have laid dormant for years with the City failing
16 to deploy them for the benefit of the Zoo.

17 122. Also in late 2020, GLAZA produced a series of drive-in movies in the Zoo's
18 parking lot. GLAZA and the Zoo agreed this series would be treated as a GLAZA-produced
19 nighttime ticketed event, in which GLAZA would pay 100% of net proceeds to the Zoo. GLAZA
20 ultimately paid \$22,576 to the Zoo on March 11, 2021 earned from pandemic-era drive-in movies
21 series.

22 123. GLAZA has taken personnel-related actions to ensure that salary expenses do not
23 result in substantial losses. For example, prior to the Covid-19 pandemic, GLAZA had over 50
24 full-time employees. During the pandemic, GLAZA laid off seven full-time employees and
25 eliminated their positions, and furloughed four full-time employees. All GLAZA staff also took
26 substantial pay cuts for most of 2020 after the pandemic began.

27 124. I currently supervise 26 full-time employees, 6 part-time employees, and 44
28 seasonal part-time employees.

125. GLAZA’s employees are not managed or controlled by the City or the Zoo and they do not report to the City or the Zoo.

126. Recently, GLAZA has laid off seven full-time employees and eliminated their positions.

127. GLAZA is currently evaluating what staff it will keep after the Interim Agreement expires on June 30, 2025.

GLAZA’s Membership and Donor Data

128. Prior to entering into the Interim Agreement, GLAZA collected and maintained information about individuals who signed up for membership at the Zoo. This information includes members’ names, contact information, and payment information (“Member Data”).

129. Prior to entering into the Interim Agreement, GLAZA collected and maintained information about individuals, entities, or estates that donated money to GLAZA. This information includes donor names, contact information, date of donation, donation amounts, and any restrictions on donations contributed for the benefit of the Zoo, if any (“Donor Data”).

130. GLAZA’s privacy policies in effect prior to June 2024 stated that personal information of members and donors would not be shared with third parties. A true and correct copy of the privacy policy in place prior to June 2024 is attached as Exhibit 20 to the Compendium. The only exception was that GLAZA informed individuals that GLAZA may exchange or sell membership information, “limited to names and addresses,” with other select institutions for a one-time use basis for that institution, and that individuals could opt out of those exchanges.

131. During the negotiation of the Interim Agreement in late 2023 and early 2024, GLAZA rejected the City’s proposed terms that would have required GLAZA to provide all of GLAZA’s historical Member Data and Donor Data to the City. An example of the City’s proposed terms that would have required GLAZA to turn over historical Member Data and Donor Data to the City is attached as Exhibit 4 to the Compendium. GLAZA rejected the City’s proposed terms.

132. Instead, the final Interim Agreement executed by GLAZA and the City requires GLAZA to share with the City current Member Data and Donor Data on a going-forward basis only after GLAZA updated its privacy policies in order to disclose the sharing of the personal

1 information of donors, members, and ticket purchasers with the Zoo. (*See* Interim Agreement at
2 §§ 2.A.7; 2.B.7.)

3 133. Prior to and during the Interim Agreement, including up to the present time,
4 GLAZA has not provided its historical Member Data and Donor Data to the City.

5 **Publication of Summer Zoo View Issue**

6 134. Section 2.C.1 of the Interim Agreement provides that GLAZA shall continue to
7 produce and distribute certain publications for the Zoo at “publication intervals that are reasonably
8 equal to or more frequent than GLAZA’s publication practices under the 1997 Operating
9 Agreement.” The Interim Agreement also provides GLAZA shall cover its costs and expenses for
10 the publications from Zoo membership revenue.

11 135. I have reviewed the publication dates for the summer issue of Zoo View magazine
12 dating back to 2004 when GLAZA’s current Director of Publications was hired.

13 136. GLAZA published the summer issue in the month of July eleven (11) times, in the
14 month of August six (6) times, in the month of September two (2) times, in the month of June one
15 (1) time in 2007 – because GLAZA had to mail the issue in time for the June Beastly Ball since
16 the cover art from the issue was an auction item – and in the month of May one (1) time in 2010
17 when the issue was written entirely by outside writers.

18 137. GLAZA’s fiscal year runs from July 1 to June 30 each year. The budget for the
19 summer issue of Zoo View magazine has always been in the fiscal year that begins on July 1. As
20 a result, the budget for the summer issue of Zoo View magazine will be in the 2025-2026 fiscal
21 year budget, which is after the Interim Agreement expires and GLAZA is no longer receiving any
22 Zoo membership revenue that would be used to pay for the expenses of publishing the summer
23 issue of Zoo View magazine.

24 138. GLAZA’s Director of Publications has directed and managed the publication of
25 Zoo View magazine. GLAZA’s Director of Publications will not be involved in the publication
26 of the Zoo View summer issue because the Interim Agreement between GLAZA and the City
27 expires on June 30, 2025.

28 **Privatization of the Zoo**

1 139. In 2011, GLAZA responded to a request for proposal from the City about
2 privatizing the Zoo and having it operated and managed by a qualified organization or individual
3 that was licensed and permitted to acquire and manage animals by the USDA and other applicable
4 governmental bodies.

5 140. The City Council decided to not privatize the Zoo.

6 141. In the City Controller's 2018 Report, the Controller referred to this decision to not
7 privatize the Zoo and recommended that the City revisit "the Zoo's long-term governance
8 arrangement once again" while finding that only 13% percent of AZA accredited zoos were
9 government managed and the "vast majority" (81%) were being non-government managed. *See*
10 Ex. 19, pp. 23-33. In the City Controller's April 25, 2018 cover letter for the report, he stated that
11 "the City will be better served by an alternative organizational model. Los Angeles' current
12 governance structure is unique among zoos. According to a recent study of the [AZA], more than
13 80 percent of its accredited zoos are non-government managed – and largely operated by non-for-
14 profit entities." *See* Ex. 19, Cover Letter p. 2.

15 142. However, in Ms. Verret's October 11, 2023, letter to the Los Angeles City Council
16 regarding the negotiation of the term sheet for a new interim agreement with GLAZA, Ms. Verret
17 claims that the City "prioritized" the findings in the City Controller's 2018 Report and "determined
18 that careful and transparent stewardship of public resources requires the issuance of an RFP for
19 future services to be provide to the Department." *See* Exhibit 4 to Plaintiff's Amended
20 Compendium at p. 2. The City's current plan is to do the opposite of the Controller's
21 recommendation and take over complete control of all Zoo operations, which is not how the vast
22 majority of zoos in the United States are operated.

23 **Coordination of the Transition of Services from GLAZA to the City's New Vendors**

24 143. Instead of continuing its relationship with GLAZA, the City decided to conduct a
25 competitive bidding process to select new contractors to perform the Zoo support programs and
26 related services that GLAZA currently provides. The City issued separate requests for proposals
27 from bidders for each of the six (6) following programs or services: fundraising; sponsorship;
28 membership; special events; publications; and volunteers.

144. GLAZA did not respond to any of the requests for proposals for the reasons that are set forth in Erika Aronson Stern’s Declaration submitted in support of GLAZA’s Opposition to the City’s Motion for Preliminary Injunction.

145. Pursuant to the Interim Agreement, GLAZA is cooperating with the City as it plans to transition these programs and services to new contractors.

146. Section 11 of the Interim Agreement provides that if GLAZA is not a contractor selected to perform support programs and related services after the Interim Agreement, GLAZA “shall cooperate and coordinate with the City and the newly selected contractor to ensure a smooth transition of services.” (Interim Agreement, § 11, p. 19 (emphasis added).)

147. I have learned that the City is recommending that a for-profit corporation Service Systems Associates (“SSA”) be awarded a contract to manage the Zoo’s programs for membership, special events, and publications.

148. I have learned that the City is recommending that a for-profit corporation The Superlative Group be awarded a contract to manage the Zoo’s program for sponsorship.

149. I have learned that as of March 7, 2025, the City’s RFP process did not produce a viable candidate for the Zoo’s fundraising program. In the Zoo’s proposed budget submitted to the City Council in April 2025, the Zoo is requesting \$350,000 for fundraising, which indicates that the Zoo intends to do its own fundraising and not use a vendor.

150. I have learned that the Zoo is planning to manage the Zoo’s volunteer program.

151. I am not aware of the City having entered into a contract with SSA for membership, special events, and publications, or having entered into a contract with The Superlative Group for sponsorship.

152. On November 2, 2024, I advised Ms. Verret that GLAZA’s Vice President of Advancement would no longer meet with Ms. Verret in person and that discussions regarding fundraising could be had over email or on an ad hoc basis. I explained to Ms. Verret that the reason for ending the meetings was because her only stated reason for holding these meetings was to discuss fundraising activities and at the time of my email, GLAZA had already raised 90% of the Zoo’s restricted priorities for the fiscal year.

1 153. After Ms. Verret demanded that the meetings continue, GLAZA resumed its
2 meetings with Ms. Verret less than three weeks later on November 20, 2024.

3 154. On March 11, 2025, Ms. Verret sent me an email demanding the completion of
4 eighteen (18) transition forms by March 31, 2025. *See* Am. Verret Decl. at Ex. 28. Ms. Verret
5 claimed that she needed “complete responses no later than March 31, 2025, to allow the Zoo
6 sufficient time to ask additional questions, request more records, and assess the amount of any
7 other follow-up that is required.” GLAZA submitted written discovery to the City related to Ms.
8 Verret’s email, and in the City’s responses verified by Ms. Verret, the City denied that Ms. Verret
9 made a “demand” that the Zoo receive complete responses from GLAZA no later than March 31,
10 2025. A true and correct copy of the excerpt of the City’s verified Response to GLAZA’s Special
11 Interrogatory No. 41 is, attached as Exhibit 21 to the Compendium. Ms. Verret has also requested
12 that I provide her information and documents that mirror discovery requests that the City has
13 served in this case, such as requests for information about donors who have rescinded or redirected
14 their gifts related to the ACG.

15 155. On May 1, 2025, I provided Ms. Verret with the completed eighteen (18) forms and
16 additional related documents via email.

17 156. On May 1, 2025, I provided Ms. Verret with instructions about how to access and
18 obtain usernames and passwords for the Zoo’s website and social media accounts.

19 157. The City’s choice to file this lawsuit has had a significant impact on my and other
20 GLAZA employees’ time and daily activities. The City had to understand that its filing of a lawsuit
21 which seeks to seize GLAZA’s entire multi-million dollar endowment built up over decades would
22 lead to some additional concern by GLAZA related to transition communications between the
23 parties and have an impact on the smoothness of the transition process. GLAZA’s concern was
24 only validated by the City and Ms. Verret submitting transition communications between Ms.
25 Verret and me to this Court in support of this preliminary injunction motion.

26 158. However, GLAZA continues to be ready, willing, and able to coordinate with the
27 City and its newly selected for-profit contractors for the transition of GLAZA’s services to these
28 contractors before the Interim Agreement expires on June 30, 2025.

159. If the Court grants the City's motion for a preliminary injunction and requires GLAZA to surrender its endowment while also prohibiting GLAZA from soliciting funds using GLAZA's Member Data and Donor Data, GLAZA will be unable to pay its ongoing operating costs and expenses while carrying out its charitable purpose. Also, if GLAZA is unable to pay its operating expenses, including its employees' wages, then GLAZA will not be able to pay the employees who are needed to complete GLAZA's performance under the Interim Agreement, including continuing to manage donor restricted funds for the Zoo and turning over certain funds to the Zoo by August 31, 2025, or within 90 days of June 30, 2025.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 1st day of May 2025, at Los Angeles, California.

Dawn Petersen-Amend
 Dawn Petersen-Amend