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February 21, 2007

The Honorable Richard D. Bennett
United States District Court
District of Maryland
U.S. Courthouse - Chambers 5D
101 W. Lombard Street
Baltimore, MD 21201

Re: **Snyder v. Phelps, et al.**
Civil No. RDB 06-1389

Dear Judge Bennett:

Plaintiff has requested this conference and this letter is submitted pursuant to the Court's Order, by means of a letter, dated November 28, 2006. In general, Plaintiff is requesting that Defendant, Fred Phelps, be ordered to appear in Maryland for a deposition.

By way of background, Plaintiff previously requested that Defendants sign a stipulation concerning discovery in Kansas. Defendants refused and Plaintiff brought this matter to the Court's attention. After some discussion, the Court indicated that there was no support in the law to order Defendants to sign the stipulation concerning discovery in Kansas. However, Plaintiff requested, alternatively, that Defendant Phelps be required to attend a deposition in Kansas. The Court indicated that it had the authority to order Defendant Phelps to be present for a deposition in Maryland. Based upon that response from the Court, Defendants indicated that they would agree to a stipulation concerning discovery in Kansas. However, what Defendants meant to say was -- they will agree to a stipulation they draft and that allows Plaintiff and his counsel to be sued in Kansas.

By way of further background, this dialogue only began because Defendant Phelps supposedly has medical concerns which prevent his travel. Plaintiff's stipulation stated "Defendant Phelps, by and through counsel, represented to the Court that his current physical health made travel to Maryland for a deposition difficult." Incredibly, Defendants would not agree to that paragraph of the stipulation and requested that it be changed to state "Defendant Phelps, by and through counsel, represented to the Court that he is unable to travel to Maryland for a deposition." Another alarming fact is that the Defendants refused to agree to paragraph 14 of the stipulation which states "Defendants agree not to initiate or pursue any action against

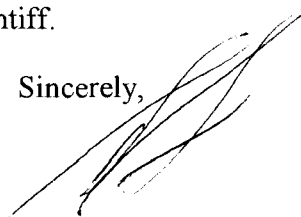
Plaintiff or his counsel for any act or omission concerning or related to discovery in Kansas. The sole purpose for the Plaintiff or his counsel to travel to Kansas is to accommodate the Defendants in the discovery process." The refusal to agree to this paragraph reveals Defendants true intentions.

In a good faith effort to resolve this matter without the necessity of Court involvement, Plaintiff eliminated much of the background information in the stipulation and gave Defendants and Phelps-Chartered the ability to file ethics complaints against Plaintiff's counsel. It is apparent that Defendants and Phelps-Chartered intend to use Defendant Phelps deposition as a basis to establish jurisdiction over Plaintiff and his counsel for a subsequent lawsuit.

In response to Plaintiff's good faith efforts to resolve this matter, Defendants responded by stating "Defendants are without sufficient information to know what business Plaintiff and his counsel have done or not done in Kansas, so it is not reasonable for Defendants to agree about the extent of Plaintiff and his counsel's activities in Kansas. Nor is it reasonable to bind anyone so broadly about the future." This statement misses the point. The stipulation is clearly intended to bind Defendants and their family law firm from pursuing litigation against Plaintiff and his counsel for discovery in Kansas. After all, the discussions concerning Defendant Phelps' deposition in Kansas were only to accommodate him, purportedly because of health concerns. Now, Defendant Phelps will not even stipulate that he is unable to travel because of health concerns.

The Court and the parties have wasted enough time attempting to accommodate Defendant Phelps and it is clear that his deposition is being used as subterfuge so that a separate lawsuit can be filed against Plaintiff or his counsel in Kansas. Plaintiff respectfully requests that Defendant Phelps appear for his deposition on the previously scheduled date of March 5, 2007, in Maryland at a place to be designated by Plaintiff.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean E. Summers", written over a horizontal line.

Sean E. Summers