

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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NATIONAL RIFLE ASSOCIATION OF AMERICA,	:	
	:	
Plaintiff,	:	Index # _____
	:	
-against-	:	<u>ORIGINAL</u>
	:	<u>COMPLAINT</u>
OLIVER NORTH,	:	
	:	
	:	
Defendant.	:	
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Plaintiff National Rifle Association of America (“Plaintiff” or the “NRA”) files this Original Complaint against defendant Oliver North (“Defendant” or “North”), upon personal knowledge as to all facts regarding itself and upon information and belief as to others, as follows:

I.

PRELIMINARY STATEMENT

1. A former president of the NRA who departed office after a widely publicized, failed coup attempt,¹ North now seeks indemnification and advancement from the NRA for legal fees and expenses incurred by reason of his misconduct. Under New York law, North is entitled to neither.

2. The legal fees and expenses for which North seeks indemnification and advancement arise in connection with two sets of document requests—a judicial subpoena and a Congressional inquiry—that relate to a conspiracy by North to extort the NRA. As discussed in

¹ “NRA Ousts President Oliver North After Alleged Extortion Scheme Against Chief Executive,” The Washington Post, April 27, 2019, https://www.washingtonpost.com/nation/2019/04/27/nra-chief-wayne-lapierre-claims-hes-being-extorted-by-oliver-north-hes-standing-his-ground/?noredirect=on&utm_term=.f3060246ef0b; “Oliver North Steps Down as NRA President Amid Dispute Over ‘Damaging’ Information,” Reuters, April 27, 2019, <https://www.reuters.com/article/us-usa-guns-nra/oliver-north-steps-down-as-nra-president-amid-dispute-over-damaging-information-idUSKCN1S30EQ>.

the underlying litigation from which certain of these document requests arise,² North is a highly compensated agent of the NRA's former advertising agency, Ackerman McQueen, Inc. ("Ackerman"). For more than six months, North conspired with Ackerman to withhold material facts and documents from the NRA. When the NRA sued Ackerman for specific performance of a contractual obligation to furnish those documents, North and his employer took extreme measures to deter the NRA's demands for transparency. As the New York Times reported³—and secret text messages obtained by the NRA now show—North conspired with Ackerman, and another errant NRA Board member, to unseat the NRA's executive leadership and give Ackerman lucrative, *de facto* control over its largest client. That scheme failed. Unsurprisingly, it is now the subject of litigation discovery. On May 3, 2019, the United States Senate Committee on Finance also sought information from North about the same events. North has incurred legal expenses responding to these requests, but the NRA has no obligation or inclination to pay them.

3. Although North is a former President and a current director of the NRA, privileges and honors that should have estopped him from harming the NRA in the first place, he certainly cannot invoke those privileges now to obtain indemnification from the NRA for the cost of discovery into his own misconduct. The NRA would readily indemnify, in appropriate circumstances, officers or directors who discharge their roles in good faith and in the best interests

² Specifically, the subpoena which gives rise to North's indemnification demand was issued in *National Rifle Association of America v. Ackerman McQueen, Inc. and Mercury Group, Inc.*, Civil Case No. CL19002067, in the Circuit Court for the City of Alexandria, Virginia (the "Second Virginia Action"). The events summarized in this Complaint are also the subject of a related lawsuit, *National Rifle Association of America v. Ackerman McQueen, Inc. and Mercury Group, Inc.*, Civil Case No. CL19001757, in the Circuit Court for the City of Alexandria, Virginia (the "First Virginia Action," both actions, collectively, the "Virginia Litigation").

³ "Wayne LaPierre Prevails in Fierce Battle for the N.R.A.," *The New York Times*, April 29, 2019, <https://www.nytimes.com/2019/04/29/us/nra-wayne-lapierre-oliver-north.html>.

of the NRA. But the NRA cannot, and will not, expend its donors' funds to pay North's legal fees after he chose to pursue his own financial interests at the direct expense of the NRA. For example, as Exhibits to this Complaint demonstrate, the corrupt conduct spearheaded by North which gave rise to ongoing litigation discovery included premeditated efforts to invoice the NRA for work performed by Ackerman for non-NRA clients.

4. Simply put, the NRA exists to fight for the Second Amendment—not pay other people's bills. Accordingly, the NRA seeks a declaration that North's demands for indemnification and advancement fail.

II.

JURISDICTION AND VENUE

5. Pursuant to sections 301 and 302 of the New York Civil Practice Law and Rules ("CPLR"), the Court has subject matter jurisdiction over this action.

6. The Court has personal jurisdiction over Defendant because he is a director of Plaintiff (a not-for-profit corporation organized under the laws of New York), committed tortious acts causing injury to persons or property within New York, and should have reasonably expected his actions to have consequences in New York.

7. Pursuant to CPLR § 503, venue is proper in New York because Plaintiff designates New York County as the place of trial and Plaintiff is a not-for-profit corporation organized under the laws of New York.

III.

PARTIES

8. Plaintiff National Rifle Association of America is a not-for-profit corporation organized under the laws of New York with its principal place of business in Fairfax, Virginia.

9. Lieutenant Colonel Oliver North (Ret.) is an individual who resides in Virginia.

IV.

STATEMENT OF RELEVANT FACTS**A. Plaintiff National Rifle Association Of America**

10. Plaintiff NRA is a not-for-profit corporation organized under the laws of New York with its principal place of business in Fairfax, Virginia. The NRA is America's leading provider of gun-safety and marksmanship education for civilians and law enforcement. It is also the foremost defender of the Second Amendment of the United States Constitution. A 501(c)(4) tax-exempt organization, the NRA has over five million members—and its programs reach many millions more.

B. Defendant Oliver North

11. Defendant Oliver North is an employee of Ackerman, a former NRA President, and an NRA Board member.

12. Despite his fiduciary duties to the NRA, North has acted in the best interests of himself and Ackerman and at the expense of the interests of the NRA, engaged in conduct harmful to the NRA, and persistently failed to provide to the NRA important details related to his lucrative contract with Ackerman. For example, when the NRA sought to obtain information about that contract from North and Ackerman, North and Ackerman sought to deflect scrutiny by promulgating false allegations against the NRA. Their conduct left the NRA no choice but to sue Ackerman for, among other things, breaches of contract and fiduciary duties.

13. As a result of his false allegations and conduct harmful to the NRA, North was subpoenaed by the NRA for deposition and documents and also received a request for documents related to those false allegations from the United States Senate Committee on Finance.

14. Then, inexplicably, on May 6, 2019, and June 6, 2019, through counsel, North requested that the NRA indemnify him for the legal fees and expenses that he is now forced to incur all because of steps that he took adversely to the NRA.

15. Certain NRA directors have rights to indemnification of certain legal fees and expenses, but those rights exist only so long as directors meet the narrowly circumscribed requirements specified in New York law. North does not and cannot possibly meet those requirements.

C. The Relationship with Ackerman

16. Since May 2018, North has been employed by Ackerman, a public relations firm. Until recently, the details of his contract with Ackerman were concealed by him and Ackerman from the NRA.

17. The NRA and Ackerman have worked closely together since the 1980s. Over that time, the NRA placed extensive trust and confidence in Ackerman to perform services on its behalf. However, since in or around May 2018, Ackerman has repeatedly betrayed the NRA's trust. In fact, Ackerman's escalating breaches of its duties forced the NRA to file not just one but two lawsuits against Ackerman.

18. For approximately 30 years, Ackerman's work on behalf of the NRA has been governed by successive iterations of a Services Agreement. The current Services Agreement between the NRA and Ackerman dated April 30, 2017 (as amended May 6, 2018, the "Services Agreement") provides that certain categories of services, such as Owned Media and Internet Services, are compensated with an agreed annual fee, while others are required to be invoiced on an *ad hoc* basis based on estimates furnished by Ackerman and approved by the NRA.

19. The Services Agreement contains detailed guidelines identifying categories of expenses that can be invoiced to the NRA. In addition, any expenses must be authorized by the NRA.

20. Furthermore, the NRA bargained for transparency into Ackerman's files, books and records to ensure that the NRA, a not-for-profit corporation, could appropriately monitor the use of its funds. As a result, the records-examination clause of the NRA's contract with Ackerman (the "Records-Examination Clause") requires Ackerman to open its files for the NRA's inspection upon reasonable notice.

21. Over the parties' long relationship, Ackerman did not always supply underlying receipts and other support for Ackerman's expenses but repeatedly reassured the NRA that Ackerman retained appropriate documentation which could be audited at the NRA's request. Indeed, the NRA understood that annual audits of Ackerman's expense records were conducted for this purpose.

22. During early- and mid-2018, the NRA sought information from Ackerman pursuant to the Records-Examination Clause. However, after the NRA began to request access to records that would shed light on concerns which had arisen regarding Ackerman's business and accounting practices, Ackerman's responses became evasive and hostile.

23. In or around August 2018, within days after the NRA announced that it would now require supporting documentation to be transmitted contemporaneously with vendor invoices, a media outlet hostile to the NRA quoted "an anonymous source at Ackerman McQueen"—creating serious concerns about Ackerman's compliance with the stringent confidentiality obligations contained in the Services Agreement. When another outlet described the same source as a former

(rather than a current) employee of Ackerman, the NRA's trust in its longtime collaborator caused it not to pursue the matter further. Unfortunately, Ackerman's apparent breaches did not end there.

24. In late August 2018, Ackerman sent a letter to the NRA which purported to comply with the NRA's request for a comprehensive audit of Ackerman's expense records. The letter identified several categories of items, some relating to travel and entertainment, which it warned would be encompassed in a fulsome production of Ackerman's expense records—perhaps believing that the threat of such disclosure would dampen the NRA's demands for transparency. However, the NRA was undeterred. Indeed, the NRA believed that all of the expenses it incurred had been proper, and simply sought to review and verify their details.

25. Thereafter, Ackerman embarked on a campaign to kill the messenger. At first, it scapegoated the NRA's outside counsel. Then, Ackerman refused requests even from NRA executives. After the NRA retained a third-party forensic accounting firm, in or around January 2019, Ackerman indicated it would cooperate, but that pledge of cooperation was short-lived, as Ackerman purported to forbid the accountants from disclosing to the NRA material information, including copies of annual budgets that the NRA allegedly approved. When the NRA's General Counsel sought additional information in follow-up to the forensic audit, Ackerman ignored his letters.

26. As Ackerman continued to stonewall the NRA's requests for information, the NRA was contacted with increasing frequency by journalists acting on purported "leaks" relating to matters on which Ackerman had worked. The contents of these leaks reflected a malicious, out-of-context use of the NRA's confidential information, with a clear intent to damage the NRA.

27. On April 12, 2019, having exhausted its efforts to access documents pursuant to the Services Agreement, the NRA filed the First Virginia Action, a narrowly tailored suit in Virginia

seeking specific performance by Ackerman of its obligation to share relevant records with the NRA. In retaliation for the First Virginia Action, rather than provide the requested documents to the NRA (as the NRA had sought for months), Ackerman conspired with others to disseminate select, out-of-context portions of those records to members of the NRA Board of Directors, with the obvious intent of effectuating a coup against the NRA's executive leadership.

28. On or about April 22, 2019, days before the NRA's Annual Meeting of Members, Ackerman doubled down on the tactic it had previewed in its late August 2018 letter. In letters to select NRA executives, Ackerman referenced and excerpted certain expense records which had previously been withheld from the NRA. Importantly, Ackerman did not contend (nor could it) that any of the referenced expenses were improper. Nonetheless, those expenses were cynically selected by Ackerman to foster salacious, misleading impressions of the NRA's expense accounting practices. Ackerman's letters carried an implicit threat, made explicit in a subsequent series of communications: If the NRA failed to withdraw its lawsuit seeking access to Ackerman's records, Ackerman would maliciously publicize portions of those records in a manner tailored to cause maximum reputational damage to the NRA's leadership.

D. North Acts In Bad Faith And Breaches His Fiduciary Duties To The NRA.

29. Roughly one year before Ackerman's escalating breaches culminated in a lawsuit by the NRA, Ackerman and the NRA amended their Services Agreement to accommodate a purported third-party contract between Ackerman and North.

30. As North prepared to assume the presidency of the NRA, he separately discussed a potential engagement by Ackerman as the host of an NRATV documentary series. On May 6, 2018, the NRA and Ackerman amended the Services Agreement (the "Amendment") to affirm that any contract between Ackerman and North would be considered an Ackerman-Third Party NRA Contract, for which outstanding compensation would be owed by

the NRA to Ackerman if the Services Agreement was terminated. Importantly, the Amendment treated North as a third-party contractor—but not an employee—of Ackerman.

31. New York law requires that the NRA Board of Directors, or an authorized committee thereof, review and approve “any transaction, agreement, or any other arrangement in which [a director or officer of the NRA] has a financial interest and in which the [NRA or an affiliate] is a participant.” See N.Y. N-PCL § 715. Of course, a board of directors may define additional restrictions on transactions giving rise to potential conflicts of interest; and, consistent with best practices, the NRA’s Conflict of Interest Policy requires disclosure of contracts between NRA leadership and vendors, like Ackerman, that receive funds from the NRA.

32. Aware that North entered into a contract with Ackerman (the “North Contract”), the NRA diligently sought to comply with its obligations concerning analysis and approval of the North Contract. During September 2018, the Audit Committee of the NRA Board of Directors (the “Audit Committee”) reviewed a purported summary of the material terms of the North Contract and ratified the relationship pursuant to New York law—subject to carefully drawn provisos designed to avoid any conflicts of interest.

33. When the Audit Committee enacted that September 2018 resolution, it was assured that the NRA’s counsel would review the North Contract in full. But that turned out to be false, at least for the duration of 2018, as both Ackerman and North, consistent with Ackerman’s *modus operandi* described above, refused to provide the North Contract pursuant to the Records-Examination Clause. Meanwhile, North indicated via counsel that he could only disclose a copy of the contract to the NRA subject to Ackerman’s consent. This back-and-forth persisted for nearly six months.

34. Eventually, in February 2019, Ackerman acceded to a brief, circumscribed, “live” review of the North Contract (but not to retention of any copies) by the General Counsel of the NRA. This review raised concerns about whether the previous summary of the North Contract which had been provided to the Audit Committee was accurate. Among other things, the NRA’s brief, limited review of the North Contract—along with other information disclosed for the first time by North—gave rise to questions regarding whether: (i) North was a third-party contractor of Ackerman or a full-time employee with fiduciary duties to Ackerman that supersede his duties to the NRA; (ii) the prior disclosures about the costs borne by the NRA in connection with the North Contract were accurate; and (iii) the contract imposed obligations on North that prevent him from communicating fully and honestly with other NRA fiduciaries about Ackerman. Against the backdrop of escalating concerns about Ackerman’s compliance with the Services Agreement and applicable law, the NRA became determined to resolve these issues.

35. By letters dated March 25 and 26, 2019, the NRA’s General Counsel again sought additional visibility regarding the North Contract and related business arrangements, as well as copies of other material business records pursuant to the Services Agreement.

36. By this point, the NRA had been requesting North’s contract with Ackerman for over *six months*, but North continued to stonewall the NRA. Although North entered into this contract on or about May 15, 2018, he did not provide the NRA a written copy of the contract until April 2019.

37. Therefore, it was not until April of 2019 that the NRA learned that, under the contract with Ackerman, North was an actual *employee* of Ackerman, not a third-party contractor as had originally been represented. This means that all this time North has owed fiduciary duties to Ackerman. North had been provided conditional approval by the NRA to continue his

engagement with Ackerman—but such approval was based on the premise that he was a third-party contractor of Ackerman, not a full-time employee with fiduciary duties to Ackerman.

38. Under his employment agreement with Ackerman, North is compensated directly by Ackerman—money which would ultimately be reimbursed by the NRA. Such an arrangement creates a clear conflict of interest for North.

39. Subsequent to the above revelations, North dropped another bombshell—he was not meeting his contractual obligations in connection with his employment agreement with Ackerman. Ackerman had advised the NRA that it had contracted North to host “[t]welve feature-length episodes” of a digital documentary series, to be produced “during each 12 months of a three-year [a]greement,” commencing during or about May 2018. Yet by April 19, 2019—eleven months into North’s engagement—only three episodes were available, and none were “feature-length.” Rather, they are approximately 39 minutes, 33 minutes, and 11 minutes in length, respectively.

40. Although North produced only a fraction of the “American Heroes” episodes for which Ackerman and he were being compensated, North has provided no financial reimbursement to the NRA. Nor has North facilitated a report from Ackerman about the production costs it is charging the NRA for the failing series.

E. In April 2019, North Again Acts In Bad Faith, And Again Breaches His Fiduciary Duties—Again, To Deflect Scrutiny From His Seven-Figure Contract.

41. North continued to act in bad faith and for purposes that he could not have reasonably believed to be in the best interests of the NRA.

42. In April 2019, North, in conspiracy with others, resorted to even more drastic behavior: an extortion scheme, the objective of which was to enrich himself and protect his employer Ackerman, at the expense of the NRA.

43. Specifically, on or about April 24, 2019, North contacted by telephone an aide of NRA CEO and Executive Vice President Wayne LaPierre and relayed the contents of yet another letter that Ackerman purportedly planned to disseminate. On the telephone call with the aide, North emphasized that the letter would be “bad” for LaPierre and the NRA. North described a laundry list of misleading, malicious allegations that the letter would contain. Notably, according to North, the letter would (selectively) disclose travel and related expense records—the same types of records that Ackerman had refused to provide confidentially for the NRA’s review. After withholding this information for more than six months in an attempt to stonewall the NRA’s compliance efforts, Ackerman and North now threatened to strategically and selectively publicize the information in a manner calculated to cause maximum reputational harm.

44. On the same telephone call with Mr. LaPierre’s aide, North proceeded to make an extortion demand: Mr. LaPierre must resign from his position as CEO of the NRA and support North’s continued tenure as President—or the “bad” letter manufactured by Ackerman would be publicized. Mr. LaPierre was later informed he also had to meet a third condition: arrange for the NRA to withdraw its lawsuit seeking access to Ackerman’s records.

45. On the telephone call with Mr. LaPierre’s aide, North took the position that unless Mr. LaPierre acceded to these demands immediately, he would become the target of a PR campaign meant to embarrass him and the NRA through the promulgation of falsehoods. North assured Mr. LaPierre’s aide that if Mr. LaPierre acted upon the ultimatum *immediately*, Ackerman’s salacious and untrue accusations would not surface.

46. To further induce Mr. LaPierre to comply with Ackerman’s extortion, North made an additional, stunning offer: If LaPierre cooperated, North indicated that he could “negotiate with” Ackerman’s co-founder to secure an “excellent retirement” for Mr. LaPierre. In other words,

in exchange for retreating from enforcing the NRA's legal rights, and ceding leadership of the NRA to Ackerman's salaried agent, Ackerman appeared to be offering Mr. LaPierre a lucrative backroom retirement "deal."

47. Of course, Mr. LaPierre rejected North's offer.

48. North and his co-conspirators orchestrated these threats through, among other things, a string of text messages that are filed herewith. The text messages were produced in the Virginia Litigation by Dan Boren, an NRA board member employed by one of Ackerman's other major clients, the Chickasaw Nation. Boren relayed the contents of Ackerman's threatened letter to North and helped to choreograph the ultimatum they presented to Mr. LaPierre. Moreover, in email correspondence transmitted over non-NRA servers, Boren admitted his knowledge that Ackerman may have been invoicing the NRA for full salaries of employees who were actually working on the Chickasaw Nation account. The same text messages and email messages demonstrate that another errant NRA fiduciary, Chris Cox⁴—once thought by some to be a likely successor for Mr. LaPierre—participated in the Ackerman/North/Boren conspiracy.

49. Rather than accede to an obvious extortion attempt, Mr. LaPierre wrote a letter to the NRA's Board of Directors that gave a transparent account of Ackerman's threat and concluded: "so long as I have your confidence . . . I will not back down." As became widely publicized, Mr. LaPierre prevailed—and the attempted coup by Ackerman, spearheaded by North, failed. Today, North is no longer President of the NRA.

50. North engaged in extortion and other wrongful conduct to enrich himself at the expense of the NRA. He acted in bad faith, adversely to the NRA, and in breach of his fiduciary duties to the NRA.

⁴ Identified in text messages as CC and Chris.

F. North’s Misconduct Subjects Him to Subpoenas And a Request for Information, But He—Not the NRA—Should Bear the Legal Costs of Complying with Them.

51. On or about May 3, 2019, United States Senate Committee on Finance (the “Finance Committee”) sent North a request for information, which was based on media reports of North’s bad-faith conduct described above. The letter from the Finance Committee stated: “We are writing to request information related to public statements you recently made alleging financial improprieties at the [NRA]” As explained above, the statements by North were nothing more than an attempt to deflect attention from himself, avoid scrutiny on the North Contract, and enrich himself at the expense of the NRA and its membership. The Finance Committee’s request for information specifically referenced North’s attempt to obtain the resignation of Wayne LaPierre.

52. Then, approximately three days later, in a letter dated May 6, 2019, counsel for North demanded that the NRA indemnify and advance North’s legal fees and expenses in connection with his response to the Finance Committee’s May 3, 2019 request. North’s counsel’s letter did not stop there: it went on to prospectively demand that the NRA indemnify North for legal fees incurred in complying with “any other inquiries” North “may receive” in the future.

53. On or about May 13, 2019, the NRA sent a letter rejecting his demand.

54. On May 22, 2019, the NRA filed the Second Virginia Action against Ackerman. The Second Virginia Action seeks, among other things, compensatory and punitive damages from Ackerman for its breaches of contract with the NRA and for its breaches of fiduciary duties owed to the NRA, which stem in significant part from North’s conduct.

55. Shortly thereafter, in late May 2019, in the Second Virginia Action, the NRA served upon North a subpoena *duces tecum* and a deposition subpoena (collectively, the “Subpoenas”). The subpoena *duces tecum* predominantly seeks from North records related to North’s extortion

demand, his communications with other employees of Ackerman, and Ackerman's salacious allegations of allegedly inappropriate expenses.

56. By letter dated June 6, 2019, counsel for North requested that "the NRA indemnify North for the costs and legal fees he incurs relating to the NRA's subpoenas." This letter also repeated North's prior demand for indemnification in connection with the request from the Finance Committee.

57. North has no legal right to advancement or indemnification from the NRA.

G. The NRA Demands That North Resign From The NRA Board Of Directors Or From Ackerman.

58. By letter dated May 31, 2019, following a resolution by the NRA's Audit Committee that detected an "irreconcilable conflict" arising from North's continued employment with Ackerman, the NRA Secretary and General Counsel wrote to North's counsel requesting that North resign—either from his remaining leadership positions with the NRA, or from Ackerman. Prompted to choose between the NRA and Ackerman, North appears to have chosen Ackerman (although as of June 12, 2019, he has also refused to resign from the NRA Board).

V.

CAUSE OF ACTION

A. COUNT ONE: Declaratory Relief That Defendant North Is Not Entitled To Advancement Or Indemnification Of Legal Fees Or Expenses From The NRA.

59. Plaintiff repeats the allegations contained in the preceding paragraphs.

60. An actual and justiciable controversy exists between Plaintiff and Defendant.

61. Defendant contends that he is entitled to advancement and indemnification from Plaintiff.

62. Plaintiff contends that Defendant has no right to advancement or indemnification from Plaintiff.

63. North does not have a right under New York law to advancement or indemnification from the NRA for several independent reasons.

64. First, North is not entitled to advancement or indemnification under New York law because the requests were not sent to North by reason of the fact that he was or is a director of the NRA.

65. Second, North is not entitled to advancement or indemnification under New York law because the Congressional inquiry and the Second Virginia Action are not civil or criminal proceedings in which North is a defendant or is threatened to be a defendant.

66. Third, North is not entitled to advancement or indemnification under New York law because North did not act in good faith.

67. Fourth, North is not entitled to advancement or indemnification under New York law because he did not act for a purpose which he reasonably believed to be in the best interests of the NRA.

68. Fifth, North is not entitled to advancement or indemnification because, in entering into the North Contract with Ackerman and failing to properly disclose it to the NRA and the Audit Committee, North personally gained a financial profit and other advantages to which he was not legally entitled.

69. North does not have any contractual rights to advancement or indemnification from the NRA.

70. North does not have any rights to advancement or indemnification under the Certificate of Incorporation of the NRA.

71. North does not have any rights to advancement or indemnification under the Bylaws of the NRA.

72. North does not have any common law rights to advancement or indemnification from the NRA.

73. The NRA requests that the Court declare that North has no rights to advancement or indemnification from the NRA.

VI.

DEMAND FOR RELIEF

WHEREFORE Plaintiff respectfully requests that the Court enter a judgment in favor of Plaintiff National Rifle Association of America and against Defendant Oliver North (1) declaring that, insofar as Defendant Oliver North incurs any legal fees or expenses in complying with the Subpoenas and the Finance Committee's request, he has no right to advancement or indemnification of such fees or expenses from Plaintiff National Rifle Association of America; and (2) granting Plaintiff National Rifle Association of America any and all relief that the Court deems just and proper.

Dated: June 19, 2019
New York, New York

Respectfully submitted,

s/ Svetlana M. Eisenberg

William A. Brewer III

Svetlana M. Eisenberg

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