

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

**PEOPLE OF THE STATE OF NEW YORK,
BY LETITIA JAMES, ATTORNEY
GENERAL OF THE STATE OF NEW
YORK**

INDEX NO. 451625/2020

Plaintiff,

V.

**THE NATIONAL RIFLE ASSOCIATION
OF AMERICA, INC., WAYNE
LAPIERRE, WILSON PHILLIPS, JOHN
FRAZER, and JOSHUA POWELL,**

Defendants.

**DEFENDANT THE NATIONAL RIFLE ASSOCIATION'S
FIRST AMENDED VERIFIED ANSWER TO AMENDED AND SUPPLEMENTAL
COMPLAINT AND COUNTERCLAIMS**

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Defendant, the National Rifle Association of America (the “NRA” or the “Association”), by and through its undersigned counsel, hereby responds to the Verified Amended and Supplemental Complaint (the “Complaint”) filed in the above-captioned action (the “Action”) by Plaintiff the People of the State of New York, by Letitia James, Attorney General of the State of New York (the “NYAG”),¹ as follows.

Even before assuming office, and without a shred of evidence that the NRA had done anything wrong, Attorney General James vowed to weaponize the supervisory powers of the NYAG to destroy one of the nation’s oldest, largest civil rights organizations. Her impetus was nakedly political: to weaken the NRA as a political force in advance of the 2020 elections. In order to deliver on James’ corrupt campaign promise, the Complaint abandons any pretense of impartial regulatory oversight. It sought dissolution—a corporate death sentence—based on allegations which, even if true, could never justify that remedy. It aligns the NYAG shamelessly with vendors, and other faithless fiduciaries, that stole millions from the charity the NYAG purports to supervise. Worse, it purposefully misconstrues and elides testimony from courageous whistleblowers who came forward to help protect the NRA—not destroy it. These whistleblowers testified repeatedly to the NYAG during the course of her “investigation” that they were protected when they came forward, and their concerns addressed. The NYAG distorts the narrative of their involvement and deliberately omits such testimony from the Complaint.

¹ The NRA objects to the caption of the Complaint on the ground that this action is purportedly brought in the name of “the people” rather than “the state.” See N.Y. CPLR 1301 (“An action brought in behalf of the people ... shall be brought in the name of the state.”); *New York ex rel. Boardman v Natl. R.R. Passenger Corp.*, 233 F.R.D. 259, 265 (N.D.N.Y. 2006) (“Although New York’s general statutory scheme is for the Attorney General to prosecute lawsuits,... ***the case has to be prosecuted in the name of the State of New York..***) (emphasis added). The NRA further notes that the caption incorrectly references “The National Rifle Association of America, Inc.”; although the NRA is a corporation, it is not denominated “Inc.”.

Notably, in her public campaign trail statements about the NRA, James made it clear that she intended to harm the NRA because she claimed to disagree with the substance of the NRA's constitutionally protected political speech. For example, on October 25, 2018, James stated that the NRA "is an organization that needs to be held accountable for the destruction and the loss of lives . . . across our nation."²

Similarly, on or about November 8, 2018, James tweeted: "Let me be clear: when I take office I will investigate the non-profit status of the NRA & take every legal step I can to help ensure another life isn't lost to senseless gun violence. #GunControlNow."³

As recently as October 29, 2021, James touted her "work[] to eliminate the NRA" as a reason why voters should support her now-suspended candidacy for New York Governor.⁴

Moreover, in February 2019, after James became Attorney General but before she authorized her office's formal investigation of the NRA, senior representatives of her office met with representatives of Everytown for Gun Safety Action Fund ("Everytown") about the NRA. This was an in-person meeting in OAG's offices in New York. It lasted about an hour.

According to Everytown's web site and a recorded statement by its president, Everytown is a 501(c)(4) organization that "was created to serve as a counterweight to the NRA" that "focuses on advocacy and legislative work and fights to end gun violence with every legal tool available."

A representative of OAG testified under oath that the purpose of the meeting between the representatives of James's office and Everytown was for Everytown to advise the NYAG of a

² <http://liherald.com/stories/nassau-protests-nra-fundraiser,107617> (Oct. 25, 2018) (reporting that after learning that the NRA Foundation was going to host a Friends of the NRA fundraiser in New Hyde Park, "Letitia James, New York City Public Advocate and Democratic nominee for attorney general, hosted a Gun Violence Roundtable in Mineola the morning of the fundraiser in reaction to the event").

³ @TishJames Twitter post (November 8, 2018).

⁴ <https://ijr.com/new-york-attorney-general-letitia-james-run-governor>) (October 29, 2021) (last visited January 9, 2022).

complaint about the NRA's 2017 IRS Form 990 filing.

Notably, representatives of the OAG at the meeting included the Chief of the OAG's Charities Bureau (the person who verified the NYAG's complaint against the NRA) and then-Assistant Attorney General Laura Wood. Assistant Attorney General William Wang testified that at the time of the meeting Ms. Wood served as "an Assistant Attorney General within the executive division of the [NYAG's] office."

According to the same testimony of Assistant Attorney General William Wang, Everytown sent five people to the meeting, including its Senior Director of Community Safety Initiatives and none other than AAG Sheehan's predecessor as the head of OAG's Charities Bureau Jason Lilien. At the time of the meeting, Everytown retained Mr. Lilien to serve as its outside counsel.

Two months after the meeting with representatives of the NRA's political "counterweight" about the NRA's regulatory filings, Attorney General James authorized an investigation of the NRA. After the NRA sought records related to the meeting from the OAG and Everytown, both moved for a protective order, claiming in part that discovery was stayed and Everytown also claiming that compliance with the request for documents would be unduly burdensome. James commenced a sweeping, costly, invasive, and concertedly publicized investigation of the NRA concerning types of purported misconduct that have never incited the same hostility for similarly situated, comparator charities. For example, years before James took office, a public ranking of America's "50 Worst Charities" listed multiple New York domiciled entities whose leadership allegedly "t[ook] multiple salaries, secretly paid themselves consulting fees or arranged fundraising contracts with friends"—yet the public record discloses no evidence of *any* enforcement action against these charities by the NYAG, let alone enforcement action choreographed, timed, and hyped with the goal of impairing the charities' political speech or

mission impact.⁵ And other charities registered to solicit funds in New York have undergone highly publicized scandals with allegations resembling or exceeding those here—yet the public record discloses no evidence that the NYAG took enforcement action to redress or punish inaccuracies in their CHAR500 filings, or made efforts to block future solicitation in this State.⁶

In addition, the NYAG’s false narrative has been fatally undermined, and her claims rendered utterly meritless, by the findings of a Texas federal bankruptcy court following a twelve-day trial, featuring 23 witnesses, in which the NYAG asserted the identical allegations in this proceeding, in an effort to advance an identical false narrative. Judge Harlan D. Hale found that by 2018, the NRA had undertaken a “course correction”—before the Attorney General was even elected—and that the Association’s CFO had credibly testified that “the change that has occurred within the NRA over the past few years could not have occurred without the active support of” NRA Executive Vice President and CEO Wayne LaPierre. Significantly, the court commended the NRA for elevating one of the certified public accountants who came forward to raise concerns about the faithless fiduciaries, Sonya Rowling, as its Chief Financial Officer.⁷ Those are not the actions of an organization that withholds protection from whistleblowers; they are precisely the opposite. Dispositive of James’s claims here, the court found that “the NRA now understands the

⁵ See Kris Hundley and Kendall Taggart, *America’s 50 worst charities rake in nearly \$1 billion for corporate fundraisers*, TAMPA BAY TIMES (June 6., 2013), <https://www.tampabay.com/news/nation/americas-50-worst-charities-rake-in-nearly-1-billion-for-corporate/2339540/>. Upon information and belief, the following listed charities are registered in New York: Firefighters Charitable Foundation; the Veterans Assistance Foundation; and, the United Breast Cancer Foundation.

⁶ Such charities include the Southern Poverty Law Center, FJC, and the Black Lives Matter Global Foundation. See Bob Moser, *The Reckoning of Morris Dees and the Southern Poverty Law Center*, THE NEW YORKER (March 21, 2019), <https://www.newyorker.com/news/news-desk/the-reckoning-of-morris-dees-and-the-southern-poverty-law-center>; Aaron Sibarium, *Teens Take Charge Likely Violating Federal Tax Law, Experts Say*, THE WASHINGTON FREE BEACON (June 15, 2021), <https://freebeacon.com/campus/teens-take-charge-likely-violating-federal-tax-law-experts-say/>; Sean Campbell, *The BLM Mystery: Where did the money go?*, NEW YORK MAGAZINE (January 31, 2022), <https://nymag.com/intelligencer/2022/01/black-lives-matter-finances.html>

⁷ The Court dubbed Ms. Rowling a “champion of compliance.” Ms. Rowling has since been elected Treasurer by the Board of Directors on May 2, 2021.

importance of compliance,” and it “can pay its creditors, *continue to fulfill its mission, continue to improve its governance and internal controls*, [and] contest dissolution” in this Action.

So troubling is this lawsuit that it has been condemned as overtly unconstitutional by sixteen states,⁸ multiple scholars,⁹ and the ACLU.¹⁰ Politically motivated and born of the NYAG’s threats even before she assumed office, this proceeding is counterproductive to any legitimate charitable-supervisory effort. Most importantly, for all who love our democratic institutions, it will fail.

I. AMENDED VERIFIED ANSWER

Except as otherwise expressly admitted in this Amended Verified Answer, the NRA denies each and every allegation contained or implied anywhere in the Complaint whether in the body, titles, headings, sub-headings, footnotes or otherwise. To the extent the NRA uses terms herein

⁸ See *NRA v. James*, Civ. No. 1:20-cv-00889-MAD-TWD (Dkt. No. 25) (Brief of States of Arkansas, Alaska, Georgia, Idaho, Mississippi, Oklahoma, Kansas, Kentucky, Louisiana, Missouri, Ohio, South Carolina, South Dakota, Texas, Utah and West Virginia as *Amici Curiae* in Support of Plaintiff and in Opposition to Dismissal) (“The New York AG’s actions threaten the civil rights of five million members, including citizens of the *Amici* states.)

⁹ See, e.g., Ruth Marcus, *The NRA is a Cesspool. That Doesn’t Mean It Should Be Dissolved*, WASH. POST. (Opinion, Aug. 9, 2020), <https://www.washingtonpost.com/opinions/2020/08/09/nra-is-cesspool-that-doesnt-mean-it-should-be-dissolved/>; Noah Feldman, *New York’s Attorney General Shouldn’t Dismantle the NRA*, BLOOMBERG (Opinion, Aug. 6, 2020), <https://www.bloomberg.com/opinion/articles/2020-08-06/new-york-s-attorney-general-shouldn-t-dismantle-nra-in-lawsuit>; David Cole, *The NRA Has a Right to Exist*, WALL ST. J. (Opinion, Aug. 26, 2020), https://www.wsj.com/articles/the-nra-has-a-right-to-exist-11598457143?mod=opinion_lead_pos7 (“The American Civil Liberties Union rarely finds itself on the same side as the National Rifle Association in policy debates or political disputes. Still, we are disturbed by New York Attorney General Letitia James’s recent effort to dissolve the NRA”); Jonathan Turley, *The Tragic Irony of the New York State Lawsuit Against the NRA*, THE HILL (Opinion, Aug. 8, 2020), <https://thehill.com/opinion/judiciary/511155-the-tragic-irony-of-the-new-york-state-lawsuit-against-the-national-rifle-association> (“Trying to dissolve an organization engaged in political speech should not occur absent overwhelming proof that it is a criminal enterprise, which is why this has never happened with a group like the NRA.”); Alan Z. Rozenstein, *The Attempt to Dissolve the NRA Threatens Democratic Norms*, LAWFARE (Opinion, Aug. 11, 2020), <https://www.lawfareblog.com/attempt-dissolve-nra-threatens-democratic-norms> (“I personally can’t stand [the NRA] . . . [b]ut that said James’s attempt to dissolve the NRA in its entirety is a violation of key democratic and rule-of-law norms.”).

¹⁰ See David Cole, *The NRA Has a Right to Exist*, WALL ST. J. (Aug. 26, 2020), <https://www.wsj.com/articles/the-nra-has-a-right-to-exist-11598457143> (“The American Civil Liberties Union rarely finds itself on the same side as the National Rifle Association . . . [s]till, we are disturbed by New York Attorney General Letitia James’s recent effort to dissolve the NRA. . . . You may have your own opinions about the NRA, but all Americans should be concerned about this sort of overreach.”)

which are defined in the Complaint, that use is not an acknowledgment or admission of any characterization Plaintiff may ascribe to the defined terms. The NRA further denies that Plaintiff is entitled to any relief. The NRA expressly reserves the right to amend and/or supplement this Answer as may be necessary.

II. PRELIMINARY STATEMENT

1. The NRA admits that it is a New York not-for-profit corporation. The NRA denies the remaining allegations set forth in Paragraph 1 of the Amended Complaint.
2. The NRA admits that Mr. LaPierre has served as Chief Executive Officer of the NRA since 1991. The NRA denies the remaining allegations in Paragraph 2 of the Amended Complaint.
3. The NRA admits so much of the first sentence of Paragraph 3 as alleges that Mr. LaPierre has discretion which should be exercised in the best interests of the organization. The NRA denies the remaining allegations set forth in Paragraph 3 of the Amended Complaint.
4. The NRA denies the allegations set forth in Paragraph 4 of the Amended Complaint.
5. The NRA admits so much of Paragraph 5 as alleges that Mr. LaPierre entrusted others with responsibility for NRA's legal compliance. The NRA denies the remaining allegations set forth in Paragraph 5 of the Amended Complaint.
6. The NRA admits that significant travel and entertainment expenses were billed to the NRA by its disgraced and former vendor, Ackerman McQueen, Inc., in violation of applicable accounting controls. The NRA lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 6 of the Amended Complaint concerning Mr. Powell and Mr. Phillips, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 6 of the Amended Complaint.

7. The NRA admits that Mr. Powell received salary increases, and that he was terminated for cause in January 2020. The NRA denies the remaining allegations set forth in Paragraph 7 of the Amended Complaint.

8. The NRA lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8 of the Amended Complaint concerning Mr. Frazer's practice prior to his employment at the NRA, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 8 of the Amended Complaint.

9. The NRA admits that Mr. LaPierre travels by private air charter pursuant to a *bona fide* security program, and has occasionally been accompanied by family members and other passengers. The NRA states that expenses associated with private air travel which were determined to constitute excess benefits were reimbursed by Mr. LaPierre to the NRA. To the extent that Paragraph 9 of the Amended Complaint sets forth allegations concerning travel or leisure activities undertaken by Mr. LaPierre and his family other than in connection with NRA business, the NRA lacks knowledge or information sufficient to form a belief as to the truth of such allegations and therefore denies them. The NRA denies the remaining allegations set forth in Paragraph 9 of the Amended Complaint.

10. The NRA admits that Mr. Powell failed to timely disclose relationships with certain NRA vendors, and states that Mr. Powell is no longer employed by the NRA. The NRA further states that post-employment consulting agreements negotiated by Mr. Phillips with departing employees which were not in the best interest of the NRA have been terminated, and Mr. Phillips is no longer employed by the NRA. The NRA denies the remaining allegations set forth in Paragraph 10 of the Amended Complaint.

11. The NRA admits that in 2018, certain employees notified the Audit Committee of their concerns regarding allegedly improper practices and behavior, and that some of these concerns involved Mr. Powell. The NRA denies the remaining allegations set forth in Paragraph 11 of the Amended Complaint.

12. The NRA denies the allegations set forth in Paragraph 12 of the Amended Complaint.

13. The NRA admits that it filed for chapter 11 protection on January 15, 2021. To the extent the Amended Complaint paraphrases and quotes from the opinion of the United States Bankruptcy Court for the District of Texas, the NRA respectfully refers the court to the full text of the opinion for its complete, accurate contents and denies the allegations to the extent they are inconsistent with the opinion. The NRA denies the remaining allegations set forth in Paragraph 13 of the Amended Complaint.

14. To the extent that Paragraph 14 purports to characterize New York statutes or remedies sought thereunder, its allegations consist of legal conclusions to which no response is required; to the extent a response is required, the NRA states that this Court, on March 2, 2022, dismissed claims relating to the request by the Attorney General for dissolution, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 14 of the Complaint.

15. To the extent that Paragraph 15 purports to characterize New York statutes or remedies sought thereunder, its allegations consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 15 of the Amended Complaint.

Part One – The Parties

16. Paragraph 16 of the Amended Complaint contains legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

17. The NRA admits that it is a not-for-profit corporation that has been domiciled in the State of New York since its formation on November 17, 1871. The NRA further admits that it engages in fundraising and is registered with the Charities Bureau of the Office of the Attorney General to conduct business and solicit donations. The remaining allegations in Paragraph 17 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

18. The NRA admits the allegations set forth in Paragraph 18 of the Amended Complaint.

19. Paragraph 19 of the Amended Complaint purports to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 19 are inconsistent with the referenced document, the NRA denies them.

20. The NRA admits that Mr. LaPierre has served as Executive Vice President of the NRA since the early 1990s, a position to which he has been annually elected by the NRA Board of Directors. The NRA further admits that Mr. LaPierre maintains an office address at 11250 Waples Mill Road, Fairfax, VA 22030. To the extent that the allegations in Paragraph 20 of the Amended Complaint purport to describe and/or summarize the NRA's bylaws, the NRA states that its bylaws speak for themselves, and respectfully refers the Court to its bylaws for their complete, accurate contents. To the extent that the allegations in Paragraph 20 are inconsistent with the referenced document, the NRA denies them.

21. The NRA admits that Mr. Powell held the positions of Chief of Staff, Executive Director of General Operations, and Senior Strategist, and served as an *ex officio* member of the Board of Directors. The NRA further admits that Mr. Powell was terminated for cause in January 2020. The NRA lacks knowledge or information sufficient to form a belief as to the truth of the Amended Complaint's allegations regarding Mr. Powell's current residence, and therefore denies such allegations. To the extent that the allegations in Paragraph 21 purport to characterize New York statutes or obligations arising thereunder, they state legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 21 of the Amended Complaint.

22. The NRA admits the allegations set forth in Paragraph 22 of the Amended Complaint.

23. The NRA admits the allegations set forth in Paragraph 23 of the Amended Complaint.

PART TWO – JURISDICTION AND VENUE

24. The allegations in Paragraph 24 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

25. The allegations in Paragraph 25 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

26. The allegations in Paragraph 26 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

27. The allegations in Paragraph 27 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

28. The NRA denies the allegations set forth in Paragraph 28 of the Amended Complaint.

PART THREE – APPLICABLE LAW

29. The allegations in Paragraph 29 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

30. The allegations in Paragraph 30 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

31. The allegations in Paragraph 31 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

32. The allegations in Paragraph 32 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

33. The allegations in Paragraph 33 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

34. The allegations in Paragraph 34 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

35. The allegations in Paragraph 35 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

36. The allegations in Paragraph 36 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

37. The allegations in Paragraph 37 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

38. The allegations in Paragraph 38 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

39. The allegations in Paragraph 39 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

40. The allegations in Paragraph 40 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

41. To the extent the allegations in Paragraph 41 set forth legal conclusions, no response is required. If a response were required, the NRA denies the allegations.

42. The allegations in Paragraph 42 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

43. The allegations in Paragraph 43 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

44. The allegations in Paragraph 44 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

45. The allegations in Paragraph 45 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

46. The allegations in Paragraph 46 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

47. The allegations in Paragraph 47 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

48. The allegations in Paragraph 48 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

49. The allegations in Paragraph 49 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

50. The NRA denies the allegations set forth in Paragraph 50 of the Amended Complaint.

51. The allegations in Paragraph 51 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

52. The allegations in Paragraph 52 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

53. The allegations in Paragraph 53 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

54. The allegations in Paragraph 54 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

55. The allegations in Paragraph 55 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

56. The allegations in Paragraph 56 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

PART FOUR – THE NRA’S HISTORY AND INTERNAL GOVERNANCE

57. The allegations in Paragraph 57 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

58. The NRA admits the allegations set forth in Paragraph 58 of the Amended Complaint.

59. The NRA admits the allegations set forth in Paragraph 59 of the Amended Complaint.

60. The NRA admits that it established itself as among the largest, oldest social-welfare nonprofits in the country, and further admits that it is a 501(c)(4) organization exempt from certain taxation. The remaining allegations in Paragraph 60 consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

61. The NRA admits the allegations set forth in the first and third sentences of Paragraph 61. The remaining allegations in Paragraph 61 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

62. The NRA denies the allegations set forth in Paragraph 62 of the Amended Complaint.

63. The NRA denies the allegations set forth in Paragraph 63 of the Amended Complaint.

64. The NRA admits the allegations set forth in the first two sentences of Paragraph 64 and denies the remaining allegations in Paragraph 64.

65. The allegations in Paragraph 65 of the Amended Complaint consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

66. Paragraph 66 of the Amended Complaint purports to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 66 are inconsistent with the referenced document, the NRA denies them.

67. To the extent that the allegations in Paragraph 67 purport to characterize New York law, they constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The remaining allegations in Paragraph 67 purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 67 are inconsistent with the referenced document, the NRA denies them.

68. Paragraph 68 of the Amended Complaint purports to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 68 are inconsistent with the referenced document, the NRA denies them.

69. Paragraph 69 of the Amended Complaint purports to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 69 are inconsistent with the referenced document, the NRA denies them.

70. Paragraph 70 of the Amended Complaint purports to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 70 are inconsistent with the referenced document, the NRA denies them.

71. Paragraph 70 of the Amended Complaint purports to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 70 are inconsistent with the referenced document, the NRA denies them.

72. The allegations in Paragraph 72 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 72 are inconsistent with the referenced document, the NRA denies them.

73. The NRA admits the allegations set forth in paragraph 73 of the Amended Complaint.

74. To the extent the allegations in Paragraph 74 of the Amended Complaint set forth legal conclusions, no response is required. If a response were required, the NRA denies the allegations.

75. The NRA admits the allegations set forth in Paragraph 75 of the Amended Complaint.

76. The NRA admits that Wayne LaPierre has been in the leadership of the NRA for approximately thirty years. The NRA denies the remaining allegations in Paragraph 76 of the Amended Complaint.

77. The allegations in Paragraph 77 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 77 are inconsistent with the referenced document, the NRA denies them.

78. The NRA admits the allegations set forth in Paragraph 78 of the Amended Complaint.

79. The allegations in Paragraph 79 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that

the allegations in Paragraph 79 are inconsistent with the referenced document, the NRA denies them.

80. The allegations in Paragraph 80 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 80 are inconsistent with the referenced document, the NRA denies them.

81. The NRA admits that Mr. Philips served as Treasurer until he was replaced in 2018. The remaining allegations in Paragraph 81 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 81 are inconsistent with the referenced document, the NRA denies them.

82. The NRA admits that Mr. Frazer has served as Secretary since 2015. The remaining allegations in Paragraph 82 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 82 are inconsistent with the referenced document, the NRA denies them.

83. The allegations in Paragraph 83 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 83 are inconsistent with the referenced document, the NRA denies them.

84. The allegations in Paragraph 84 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 84 are inconsistent with the referenced document, the NRA denies them.

85. The allegations in Paragraph 85 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 85 are inconsistent with the referenced document, the NRA denies them.

86. The NRA admits the allegations set forth in Paragraph 86 of the Amended Complaint that the NRA has dozens of standing committees of the Board and denies the remaining allegations of Paragraph 86.

87. The allegations in Paragraph 87 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 87 are inconsistent with the referenced document, the NRA denies them.

88. The allegations in Paragraph 88 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 88 are inconsistent with the referenced document, the NRA denies them.

89. The allegations in Paragraph 89 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 89 are inconsistent with the referenced document, the NRA denies them.

90. The allegations in Paragraph 90 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 90 are inconsistent with the referenced document, the NRA denies them.

91. The allegations in Paragraph 91 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 91 are inconsistent with the referenced document, the NRA denies them.

92. The allegations in Paragraph 92 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws and Audit Committee Charter, which speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent that the allegations in Paragraph 92 are inconsistent with the referenced documents, the NRA denies them. The remaining allegations in Paragraph 92 consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

93. The allegations in Paragraph 93 of the Amended Complaint purport to describe and/or summarize the contents of Audit Committee Charter, which speaks for itself. The NRA respectfully refers the Court to the Audit Committee Charter for its complete, accurate contents; to the extent that the allegations in Paragraph 93 are inconsistent with the referenced document, the NRA denies them.

94. The allegations in Paragraph 94 of the Amended Complaint purport to describe and/or summarize the contents of Audit Committee Charter, which speaks for itself. The NRA respectfully refers the Court to the Audit Committee Charter for its complete, accurate contents; to the extent that the allegations in Paragraph 94 are inconsistent with the referenced document, the NRA denies them.

95. The allegations in Paragraph 95 of the Amended Complaint purport to describe and/or summarize the contents of Audit Committee Charter, which speaks for itself. The NRA respectfully refers the Court to the Audit Committee Charter for its complete, accurate contents; to the extent that the allegations in Paragraph 95 are inconsistent with the referenced document, the NRA denies them.

96. The allegations in Paragraph 96 of the Amended Complaint purport to describe and/or summarize the contents of Audit Committee Charter, which speaks for itself. The NRA respectfully refers the Court to the Audit Committee Charter for its complete, accurate contents; to the extent that the allegations in Paragraph 96 are inconsistent with the referenced document, the NRA denies them.

97. The allegations in Paragraph 97 of the Amended Complaint purport to describe and/or summarize the contents of corporate documents, which speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent

that the allegations in Paragraph 97 are inconsistent with the referenced documents, the NRA denies them.

98. The allegations in Paragraph 98 of the Amended Complaint purport to describe and/or summarize the contents of the Statement of Corporate Ethics, which speaks for itself. The NRA respectfully refers the Court to the Statement for its complete, accurate contents; to the extent that the allegations in Paragraph 98 are inconsistent with the referenced document, the NRA denies them.

99. The allegations in Paragraph 99 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 99 are inconsistent with the referenced document, the NRA denies them.

100. The allegations in Paragraph 100 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 100 are inconsistent with the referenced document, the NRA denies them.

101. The allegations in Paragraph 101 of the Amended Complaint purport to describe and/or summarize the contents of the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 101 are inconsistent with the referenced document, the NRA denies them.

102. The allegations in Paragraph 102 of the Amended Complaint purport to describe and/or summarize the contents of the NRA Employee Handbook and the NRA Policy Manual, which speak for themselves. The NRA respectfully refers the Court to those documents for their complete, accurate contents; to the extent that the allegations in Paragraph 102 are inconsistent with the referenced documents, the NRA denies them.

103. The NRA admits that board resolutions were adopted between 1988 and 1998 that impacted the contract review process. The NRA denies the remaining allegations set forth in Paragraph 103 of the Amended Complaint.

104. To the extent that Paragraph 104 purports to describe and/or summarize the contents of resolutions adopted by the NRA Board, the NRA states that such documents speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent that the allegations in Paragraph 104 are inconsistent with the referenced documents, the NRA denies them.

105. To the extent that Paragraph 105 purports to describe and/or summarize the contents of resolutions adopted by the NRA Board, the NRA states that such documents speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent that the allegations in Paragraph 105 are inconsistent with the referenced documents, the NRA denies them.

106. The NRA admits that in 2012, Mr. LaPierre signed a memorandum discussing procedures for complying with Board resolutions governing purchasing. The NRA states that the memorandum contained inaccuracies arising from its failure to reflect policy changes enacted by the Board of Directors pursuant to its resolution dated December 21, 2005 and approved on January 7, 2006. To the extent that Paragraph 106 purports to describe and/or summarize the contents of

the memorandum, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to the memorandum for its complete, accurate contents; to the extent that the allegations in Paragraph 106 are inconsistent with the referenced document, the NRA denies them.

107. The NRA denies the allegations set forth in Paragraph 107 of the Amended Complaint.

108. The NRA admits that it has policies governing hiring, evaluating, and retaining employees. To the extent that Paragraph 108 purports to describe and/or summarize the contents of such policies, the NRA states that the policy documents speak for themselves and respectfully refers the Court to such documents for their complete, accurate contents. To the extent that the allegations in Paragraph 108 are inconsistent with the referenced documents, the NRA denies them.

109. The NRA admits the allegations in Paragraph 109.

110. Paragraph 110 purports to describe and/or summarize the contents of the NRA Employee Handbook. The NRA states that this document speaks for itself and respectfully refers the Court to the Employee Handbook for its complete, accurate contents. To the extent that the allegations in Paragraph 110 are inconsistent with the referenced document and with other NRA policy documents, including the NRA Policy Manual, the NRA denies them.

111. Paragraph 111 purports to describe and/or summarize the contents of the Travel and Business Expense Reimbursement Policy. The NRA states that this document speaks for itself, and respectfully refers the Court to the Travel and Business Expense Reimbursement Policy for its complete, accurate contents. To the extent that the allegations in Paragraph 111 are inconsistent with the referenced document and other NRA policy documents, including the NRA Policy Manual, the NRA denies them.

112. Paragraph 112 purports to describe and/or summarize the contents of the Travel and Business Expense Reimbursement Policy. The NRA states that this document speaks for itself, and respectfully refers the Court to the Travel and Business Expense Reimbursement Policy for its complete, accurate contents. To the extent that the allegations in Paragraph 112 are inconsistent with the referenced document and other NRA policy documents, including the NRA Policy Manual, the NRA denies them.

113. Paragraph 113 of the Amended Complaint purports to describe and/or summarize the contents of the NRA Employee Handbook. The NRA states that such document speaks for itself, and respectfully refers the Court to the Employee Handbook for its complete, accurate and current contents. To the extent that the allegations in Paragraph 113 are inconsistent with the referenced document, the NRA denies them.

114. Paragraph 114 purports to describe and/or summarize the contents of the Travel and Business Expense Reimbursement Policy. The NRA states that this document speaks for itself, and respectfully refers the Court to the Travel and Business Expense Reimbursement Policy for its complete, accurate contents. To the extent that the allegations in Paragraph 114 are inconsistent with the referenced document and other NRA policy documents, including the NRA Policy Manual, the NRA denies them.

115. Paragraph 115 purports to describe and/or summarize the contents of the Travel and Business Expense Reimbursement Policy. The NRA states that this document speaks for itself, and respectfully refers the Court to the Travel and Business Expense Reimbursement Policy for its complete, accurate contents. To the extent that the allegations in Paragraph 115 are inconsistent with the referenced document and other NRA policy documents, including the NRA Policy Manual, the NRA denies them.

116. Paragraph 116 purports to describe and/or summarize the contents of the Travel and Business Expense Reimbursement Policy. The NRA states that this document speaks for itself, and respectfully refers the Court to the Travel and Business Expense Reimbursement Policy for its complete, accurate contents. To the extent that the allegations in Paragraph 116 are inconsistent with the referenced document and other NRA policy documents, including the NRA Policy Manual, the NRA denies them.

117. Paragraph 117 purports to describe and/or summarize the contents of the Statement of Corporate Ethics. The NRA states that this document speaks for itself, and respectfully refers the Court to the Statement for its complete, accurate contents. To the extent that the allegations in Paragraph 117 are inconsistent with the referenced document, the NRA denies them.

118. Paragraph 118 purports to describe and/or summarize the contents of the NRA's previous whistleblower policy. The NRA states that this document speaks for itself, and respectfully refers the Court to the NRA whistleblower policy for its complete, accurate contents. To the extent that the allegations in Paragraph 118 are inconsistent with the referenced document, the NRA denies them.

119. Paragraph 119 purports to describe and/or summarize the contents of a new version of the Statement of Corporate Ethics. The NRA states that this document speaks for itself, and respectfully refers the Court to the Statement for its complete, accurate contents. To the extent that the allegations in Paragraph 119 are inconsistent with the referenced document, the NRA denies them.

120. Paragraph 120 purports to describe and/or summarize the contents of the NRA Purchasing Policy. The NRA states that the NRA Purchasing Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent

that the allegations in Paragraph 120 are inconsistent with the referenced document, the NRA denies them.

121. Paragraph 121 purports to describe and/or summarize the contents of the NRA Purchasing Policy. The NRA states that the NRA Purchasing Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 121 are inconsistent with the referenced document, the NRA denies them.

122. Paragraph 122 purports to describe and/or summarize the contents of the NRA Purchasing Policy. The NRA states that the NRA Purchasing Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 122 are inconsistent with the referenced document, the NRA denies them.

123. The NRA denies the allegations set forth in Paragraph 123 of the Amended Complaint.

124. Paragraph 124 purports to describe and/or summarize the contents of the NRA Purchasing Policy. The NRA states that the NRA Purchasing Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 124 are inconsistent with the referenced document, the NRA denies them.

125. Paragraph 125 purports to describe and/or summarize the contents of the NRA Purchasing Policy. The NRA states that the NRA Purchasing Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent

that the allegations in Paragraph 125 are inconsistent with the referenced document, the NRA denies them.

126. To the extent that Paragraph 126 purports to describe and/or summarize the contents of a resolution adopted by the NRA Board, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 126 are inconsistent with the referenced documents, the NRA denies them.

127. Paragraph 127 purports to describe and/or summarize the contents of the NRA Officers and Board of Directors Policy. The NRA states that the NRA Officers and Board of Directors Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 127 are inconsistent with the referenced document, the NRA denies them.

128. Paragraph 128 purports to describe and/or summarize the contents of the NRA Officers and Board of Directors Policy. The NRA states that the NRA Officers and Board of Directors Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 128 are inconsistent with the referenced document, the NRA denies them.

129. Paragraph 129 purports to describe and/or summarize the contents of NRA public filings. The NRA states that those public filings speak for themselves, and respectfully refers the Court to such documents for their complete, accurate contents. To the extent that the allegations in Paragraph 129 are inconsistent with the referenced documents, the NRA denies them.

130. The allegations in Paragraph 130 of the Amended Complaint constitute legal conclusions to which no response is required; to the extent that a response is required, the NRA denies the allegations.

131. The NRA admits that its Conflict of Interest and Related Party Transaction Policy was adopted in or around January 2016 and constitutes a separate policy document distinct from the Employee Handbook. The NRA denies the remaining allegations set forth in Paragraph 131 of the Amended Complaint.

132. Paragraph 132 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy. The NRA states that the NRA Conflict of Interest and Related Party Transaction Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 132 are inconsistent with the referenced document, the NRA denies them. The remaining allegations in Paragraph 132 of the Amended Complaint constitute legal conclusions to which no response is required; to the extent that a response is required, the NRA denies the allegations.

133. Paragraph 133 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy. The NRA states that the NRA Conflict of Interest and Related Party Transaction Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 133 are inconsistent with the referenced document, the NRA denies them.

134. Paragraph 134 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy. The NRA states that the NRA Conflict of Interest and Related Party Transaction Policy speaks for itself, and respectfully refers the Court

to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 134 are inconsistent with the referenced document, the NRA denies them.

135. Paragraph 135 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy. The NRA states that the NRA Conflict of Interest and Related Party Transaction Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 135 are inconsistent with the referenced document, the NRA denies them.

136. Paragraph 136 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy. The NRA states that the NRA Conflict of Interest and Related Party Transaction Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 136 are inconsistent with the referenced document, the NRA denies them.

PART FIVE – DEFENDANTS’ VIOLATIONS OF NEW YORK LAW

137. Paragraph 137 of the Amended Complaint purports to describe and/or summarize the contents of the NRA’s bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 137 are inconsistent with the referenced document, the NRA denies them.

138. Paragraph 138 of the Amended Complaint purports to describe and/or summarize the contents of the NRA’s bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 138 are inconsistent with the referenced document, the NRA denies them.

139. The NRA admits that it had approximately 550 employees.

140. The NRA admits that Mr. Philips served as Treasurer of the NRA for 26 years, a position to which he was annually elected by the NRA Board. To the extent that Paragraph 140

purports to describe and/or summarize the executive authority of the Treasurer and/or the Executive Vice President pursuant to the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents. To the extent that the allegations in Paragraph 140 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations in Paragraph 140.

141. The NRA admits that it hired Mr. Frazer as General Counsel in 2015, and further admits that Mr. Frazer has served as Secretary since 2015, a position to which he has annually been elected by the NRA Board. To the extent that Paragraph 141 purports to describe and/or summarize the executive authority of the Treasurer and/or the Executive Vice President pursuant to the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents. To the extent that the allegations in Paragraph 141 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations in Paragraph 141.

142. The NRA admits that it hired Mr. Powell as Chief of Staff in 2016, and further admits that he was appointed to the roles of Executive Director of General Operations in January 2017 and Senior Strategist in December 2018. The NRA further admits that it terminated Mr. Powell in January 2020. To the extent that Paragraph 142 purports to describe and/or summarize the executive authority of the Executive Vice President pursuant to the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents. To the extent that the allegations in Paragraph 142 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations in Paragraph 142.

143. The NRA denies the allegations set forth in Paragraph 143 of the Amended Complaint.

144. The NRA denies the allegations set forth in Paragraph 144 of the Amended Complaint.

145. The NRA admits that Mr. LaPierre's wife, Susan LaPierre, was chair of the NRA Women's Leadership Forum. With respect to testimony allegedly elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that the transcript of such testimony speaks for itself. The NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 145 of the Amended Complaint purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 145 of the Amended Complaint.

146. The NRA denies the allegations set forth in Paragraph 146 of the Amended Complaint.

147. Paragraph 147 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 147 purporting

to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 147 of the Amended Complaint.

148. To the extent that the allegations in Paragraph 148 purport to characterize testimony of Wayne LaPierre, the testimony speaks for itself and the NRA denies the allegations to the extent they are inconsistent with that testimony. The NRA otherwise denies the allegations in Paragraph 148 of the Amended Complaint.

149. Because Paragraph 149 fails to specify the "NRA records" referenced, the NRA lacks knowledge or information sufficient to form a belief as to the truth of allegations regarding such records and therefore denies such allegations. The NRA states that air charter charges determined to constitute excess benefits were reimbursed by Mr. LaPierre to the NRA. With respect to testimony allegedly elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 149 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 149 of the Amended Complaint.

150. Paragraph 150 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA

further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 150 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA admits that it incurred an air charter charge totaling \$11,435 on August 21, 2016, and states that this amount was reimbursed by Mr. LaPierre with interest. To the extent that Paragraph 150 purports to characterize travel or recreation activities undertaken by Mr. LaPierre or his family other than in connection with NRA business, the NRA lacks knowledge or information sufficient to form a belief as to the truth of such allegations and therefore denies them. The NRA denies the remaining allegations set forth in Paragraph 150 of the Amended Complaint.

151. Paragraph 151 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 151 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA admits that it incurred an air charter charge totaling \$26,995 on July 1, 2017, and states that the amount of this benefit realized from this flight was reimbursed by Mr. LaPierre with interest. The NRA denies the remaining allegations set forth in Paragraph 151 of the Amended Complaint.

152. Paragraph 152 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited

subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 152 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA states that expenses that were determined to constitute excess benefits were reimbursed to the NRA with interest. The NRA denies the remaining allegations set forth in Paragraph 152 of the Amended Complaint.

153. Paragraph 153 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 153 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA states that expenses associated with private air travel which were determined to constitute excess benefits were reimbursed by Mr. LaPierre to the NRA.

154. Paragraph 154 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA

further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 154 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 154 of the Amended Complaint.

155. The NRA denies the allegations set forth in Paragraph 155 of the Amended Complaint.

156. The NRA states that charges associated with private air travel which constituted potential excess benefits were reimbursed by Mr. LaPierre. The NRA denies the remaining allegations in Paragraph 156 of the Amended Complaint.

157. The NRA admits that in March and April 2019, Mr. LaPierre took business trips to Orlando, Florida and Tulsa, Oklahoma with a stop in North Platte, Nebraska. The NRA states that potential excess benefit amounts relating to these trips were reimbursed by Mr. LaPierre with interest. The NRA denies the remaining allegations in Paragraph 157 of the Amended Complaint.

158. Paragraph 158 purports to characterize testimony elicited by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription; The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations purporting to characterize the referenced testimony, and on that basis denies such allegations.

159. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 159 of the Amended Complaint, and on that basis denies such allegations.

160. The NRA denies the allegations set forth in Paragraph 160 of the Amended Complaint.

161. Paragraph 161 purports to characterize testimony elicited by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription; for example, the testimony referenced here was conducted by videoconference. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 161 of the Amended Complaint purporting to characterize the referenced testimony, and on that basis denies such allegations. The NRA denies the remaining allegations in Paragraph 161.

162. To the extent Paragraph 162 purports to describe and/or summarize the contents of regulatory filings by the NRA, the NRA states that such documents speak for themselves, and respectfully refers the Court to such documents for their complete, accurate contents. To the extent that the allegations in Paragraph 162 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 162 regarding the NYAG's success or failure at locating evidence, and on that basis denies such allegations.

163. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 163 of the Amended Complaint, and therefore denies them.

164. The allegations in paragraph 164 refer to the NRA's 2019 IRS Form 990, which speaks for itself. The NRA therefore respectfully refers the court to the Form 990 for its complete, accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the Form 990.

165. To the extent the allegations in Paragraph 165 of the Amended Complaint purport to reflect statements in the NRA's 2019 IRS Form 990, the NRA respectfully refers the court to the regulatory disclosure for its complete, accurate contents and denies the allegations to the extent they are inconsistent with the Form 990. To the extent the allegations in Paragraph 165 of the Amended Complaint purports to state legal conclusions, no response is required. To the extent a response is required, the NRA denies the allegations. The NRA otherwise denies the allegations set forth in Paragraph 165 of the Amended Complaint.

166. The NRA admits that it incurred charges relating to air travel by Mr. LaPierre to the Bahamas during the referenced period, including in connection with donor-cultivation and other business activities. The NRA states that charges deemed to constitute excess benefits were reimbursed by Mr. LaPierre. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 166 of the Amended Complaint and, on that basis, denies such allegations.

167. The NRA admits that Mr. LaPierre attended celebrity fundraising events during December in the Bahamas. The NRA denies the remaining allegations set forth in Paragraph 167 of the Amended Complaint.

168. The NRA admits that it executed contracts with each of Membership Marketing Partners (“MMP”), Allegiance Creative Group (“Allegiance”), and Concord Social & Public Relations (“Concord”), and that such contracts were signed in December 2011. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 168 of the Amended Complaint and, on that basis, denies such allegations.

169. The NRA denies the allegations set forth in Paragraph 169 of the Amended Complaint.

170. The NRA admits that it paid MMP approximately \$71 million during the period from 2014 to 2020, and admits that it paid Concord approximately \$26 million during the same period. The NRA denies the remaining allegations in Paragraph 170.

171. The NRA admits that it paid Allegiance approximately \$6 million during the period from 2014 to 2020. To the extent Paragraph 171 purports to describe and/or summarize the contents of the NRA’s 2018 Form 990, the NRA states that such form speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 171 are inconsistent with the referenced document, the NRA denies them.

172. Paragraph 172 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG’s transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 172 purporting

to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 172 of the Amended Complaint.

173. The NRA admits that over the course of 2012-2018, payments were made to MMP, Concord and Allegiance for services not originally contemplated in the entities' 2011 contracts. The NRA further admits that Mr. LaPierre signed contracts with MMP in 2015 and 2017; Allegiance in 2015, 2017 and 2019; Concord in 2015 and 2017; and ATI in 2004. To the extent Paragraph 173 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 173 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 173 of the Amended Complaint.

174. The NRA admits that it possesses, produced to the NYAG, copies of travel-expense reimbursement documents reflecting trips by Mr. LaPierre to California during the referenced period, including hotel stays and meetings with vendors. The NRA lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 174, and therefore denies such allegations.

175. To the extent Paragraph 175 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to

impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 175 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 175 of the Amended Complaint, and therefore denies them.

176. To the extent Paragraph 176 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 176 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 176 of the Amended Complaint, and therefore denies them.

177. To the extent Paragraph 177 purports to characterize the contents of the NRA Financial Disclosure Questionnaires and copies thereof submitted by Mr. LaPierre, the NRA states that such documents speak for themselves, and respectfully refers the Court to such documents for their complete, accurate contents. To the extent that the allegations in Paragraph 177 are inconsistent with the referenced documents, the NRA denies them.

178. Paragraph 178 purports to characterize the contents of the NRA Financial Disclosure Questionnaires and copies thereof submitted by Mr. LaPierre. The NRA states that such documents speak for themselves, and respectfully refers the Court to such documents for their complete, accurate contents. To the extent that the allegations in Paragraph 178 are inconsistent with the referenced documents, the NRA denies them. To the extent Paragraph 178 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 178 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations.

179. To the extent the allegations in this Paragraph of the Amended Complaint purport to cite, quote from, or paraphrase the testimony of Wayne LaPierre, that testimony speaks for itself and the NRA respectfully refers the court to the transcript of that testimony for its complete, accurate contents and to the extent they are inconsistent with the testimony denies such allegations. To the extent the allegations in paragraph 179 constitute legal conclusions, no response is required. To the extent a response is required, the NRA denies the allegations set forth except that it admits that, on or about April 7, 2021, Wayne LaPierre filled out a conflict of interest form and, on or about the same day, testified in the NRA's bankruptcy proceeding.

180. To the extent Paragraph 180 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony

was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 180 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations.

181. To the extent Paragraph 181 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 181 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA states that Mr. LaPierre performs significant donor-cultivation work, for which ample "evidentiary support" exists. The NRA denies the remaining allegations set forth in Paragraph 181 of the Amended Complaint.

182. The NRA denies the allegations of Paragraph 182 of the Amended Complaint.

183. Paragraph 183 purports to describe and/or summarize the contents of the NRA Travel Policy. The NRA states that the NRA Travel Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 183 are inconsistent with the referenced document, the NRA denies them.

184. The NRA admits that it has purchased travel-consulting services from Inventive Incentive & Insurance Services Inc. ("II&IS"), and that certain II&IS invoices issued over the course of the past thirty years have borne the d/b/a name GS2 Enterprises. To the extent Paragraph 184 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 184 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations in Paragraph 184.

185. To the extent Paragraph 185 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 185 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations in Paragraph 185.

186. The NRA denies knowledge of information sufficient to form a belief regarding the accuracy of the allegations in Paragraph 186 of the Amended Complaint and on that basis denies them.

187. The NRA denies the allegation set forth in the first, second, third, fifth and sixth sentences of Paragraph 187 of the Amended Complaint. The NRA lacks knowledge and information sufficient to form a belief as to the accuracy of the allegations in the fourth sentence of paragraph 187 of the Amended Complaint.

188. The NRA admits that for the services Gayle Stanford and II&IS provided to the NRA, II&IS billed the NRA. The NRA lacks knowledge or information sufficient to form a belief as to the accuracy of the second sentence of Paragraph 188 of the Amended Complaint. The NRA denies the allegations set forth in the third sentence of Paragraph 188 of the Amended Complaint. The NRA lacks knowledge or information sufficient to form a belief as to the accuracy of the allegation in the fourth sentence of Paragraph 188 of the Amended Complaint except that the NRA admits that it understood GS2 Enterprises to be a DBA name for II&IS.

189. The NRA lacks knowledge or information sufficient to form a belief as to the accuracy of the allegations in Paragraph 189 of the Amended Complaint.

190. The NRA admits the first sentence of Paragraph 190 of the Amended Complaint, that certain of the invoices from Gayle Stanford and II&IS for travel services provided included destination information and that certain invoices did not include passenger information. The NRA lacks knowledge or information sufficient to form a belief as to the accuracy of the second sentence of Paragraph 190 of the Amended Complaint. To the extent that the third sentence of Paragraph 190 of the Amended Complaint purports to cite or paraphrase Wayne LaPierre's prior testimony, the NRA respectfully refers the court to the full transcript of such testimony for its complete,

accurate contents and to the extent the allegations are inconsistent with such testimony denies such allegations. The NRA denies the allegations in the fourth and fifth sentences of paragraph 190 of the Amended Complaint. To the extent the last sentence of Paragraph 190 purports to refer to or paraphrase prior testimony by the NRA's Director of Purchasing, the NRA respectfully refers the court to the full transcript of the witness's testimony and denies the allegations in this sentence of Paragraph 190 of the Amended Complaint to the extent they are inconsistent with such testimony.

191. The NRA denies that, during the entirety of the 2005-2019 period, the NRA's Purchasing Policy required written authorization of the NRA President or a Vice President. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 191 of the Amended Complaint, and therefore denies them.

192. The NRA admits that Ackerman invoiced the NRA \$4,000 monthly allegedly for fees paid to II and IS. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 192 of the Amended Complaint, and therefore denies them.

193. To the extent that Paragraph 193 of the Amended Complaint purports to refer to or characterize testimony of Mr. Phillips, such testimony speaks for itself and the NRA respectfully refers the court to the full transcript of such testimony for its complete and accurate contents, and the NRA denies the allegations to the extent they are inconsistent with such testimony.

194. To the extent Paragraph 194 purports to describe and/or summarize a business case analysis worksheet pertaining to travel services provider II&IS, the NRA states that this document speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 194 are inconsistent with the referenced

document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 194 of the Amended Complaint.

195. To the extent Paragraph 195 purports to describe and/or summarize a business case analysis worksheet pertaining to travel services provider II&IS, the NRA states that this document speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 195 are inconsistent with the referenced document, the NRA denies them.

196. The NRA admits that in or around late 2019, the NRA conducted a competitive bidding process for executive travel services, that Gayle Stanford submitted a bid, and that no agreement between Gayle Stanford and the NRA was formalized. To the extent that paragraph 196 of the Amended Complaint refers to testimony of Gayle Stanford or the bid she submitted, the NRA respectfully refers the court to the full transcript of such testimony and the bid for their complete, accurate contents and denies the allegations in Paragraph 196 of the Amended Complaint to the extent they are inconsistent with such testimony or bid.

197. To the extent Paragraph 197 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 197 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations.

198. The NRA admits that it paid II and IS as a travel consultant (including pass-through amounts for costs) from August 2014 to February 2020. The NRA denies the remaining allegations in Paragraph 198.

199. The NRA denies the allegations set forth in Paragraph 199 of the Amended Complaint.

200. The NRA admits that it remitted expense reimbursements to Mr. LaPierre during the referenced period. To the extent that the allegations in Paragraph 200 purport to characterize the net balance of reimbursements remitted between and among the NRA and Mr. LaPierre (omitting reimbursements by Mr. LaPierre to the NRA), the NRA denies such allegations.

201. To the extent that Paragraph 201 purports to characterize or apply IRS regulations, its allegations consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA states that Mr. LaPierre reimbursed the NRA for number of “gifts” at its request. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 201 of the Amended Complaint.

202. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 202 of the Amended Complaint, and therefore denies them.

203. The NRA admits the first sentence of Paragraph 203 of the first Amended Complaint. To the extent that the allegations in Paragraph 203 purport to characterize travel, recreation, or charitable activities by Mr. LaPierre or his family, the NRA lacks knowledge of information sufficient to form a belief as to the truth or falsity of the allegations set forth in

Paragraph 203, and therefore denies them. The NRA states that Mr. LaPierre has reimbursed the NRA for expenses determined to constitute excess benefits.

204. The NRA admits so much of Paragraph 204 of the Amended Complaint as it alleges that Mr. LaPierre on occasion was reimbursed for expenses associated with Colleen Sterner, an NRA employee. To the extent that the allegations in Paragraph 204 purport to characterize NRA expense-reimbursement records, the NRA states that these documents speak for themselves, and respectfully refers the Court to such documents for their complete, accurate contents. To the extent that the allegations in Paragraph 204 are inconsistent with the referenced documents, the NRA denies them. The NRA states that Mr. LaPierre has reimbursed he NRA for expenses determined to constitute excess benefits.

205. The NRA admits that it reimbursed expenses incurred by Mr. LaPierre in connection with the production of Under Wild Skies, a television program focused on hunting and conservation. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 205 of the Amended Complaint, and therefore denies them.

206. The NRA admits so much of paragraph 206 of the Amended Complaint as it alleges that NRA paid expenses associated with trips by Mr. LaPierre and Tony Makris to Scottsdale, Arizona in 2018. The NRA lacks knowledge or information sufficient to form a belief as to the accuracy of the allegations in Paragraph 206 of the Amended Complaint. The NRA states that Mr. LaPierre has reimbursed he NRA for expenses determined to constitute excess benefits.

207. The NRA admits that Mr. LaPierre was reimbursed for expenses during the referenced period relating to, among other things, golf club membership fees. To the extent that Paragraph 207 purports to characterize Form CHAR500 or any related document filed with the

NYAG, the NRA states that these filings speak for themselves, and respectfully refers the Court to such documents for their complete, accurate contents. To the extent that the allegations in Paragraph 207 are inconsistent with the referenced documents, the NRA denies them. To the extent Paragraph 207 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 207 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 207 of the Amended Complaint, and therefore denies them.

208. The NRA admits that certain expenses submitted by Mr. LaPierre were, until 2019, processed by employees within NRA-ILA, and that an employee involved in the process incurred an extended sick leave beginning in 2017. To the extent Paragraph 208 purports to characterize testimony elicited by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription; for example, the testimony referenced here was conducted by videoconference, with the witness situated in a remote area and tasked with printing and organizing his own exhibits. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as

to the accuracy of allegations in Paragraph 208 purporting to characterize the referenced testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 208 of the Amended Complaint.

209. The NRA denies the allegations set forth in Paragraph 209 of the Amended Complaint.

210. The NRA admits that a number of consulting contracts were expensed to the budget of the Executive Vice President cost center. The NRA denies the remaining allegations set forth in Paragraph 210.

211. The NRA admits that its Financial Services Division prepares a proposed budget each year based on, among other things (i) data regarding historical expenditures in relevant categories and (ii) input from executives including, where applicable, Mr. LaPierre. The NRA denies the remaining allegations in Paragraph 211.

212. The NRA states that its policies which relate to contracts involving the NRA speak for themselves, and respectfully refers to them in its response to Paragraph 212 of the Amended Complaint. The NRA denies the remaining allegations in Paragraph 212.

213. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 213 of the Amended Complaint, and therefore denies them.

214. To the extent Paragraph 214 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to

identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 214 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA admits that in certain instances during 2018, McKenna received payment for services not covered by its then-existing contract. The NRA further admits that during the time period alleged, certain invoices were paid without confirmation of a formal written contract. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 214 of the Amended Complaint, and therefore denies them.

215. The NRA admits that certain Women's Leadership Forum staff work closely with Mrs. LaPierre and that certain expenses associated the Women's Leadership Forum fundraising activity were increased. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 215 of the Amended Complaint, and therefore denies them.

216. The NRA admits that the EVP Consulting Budget has, from time to time, included consulting arrangements with former NRA presidents and other board members. The NRA further states that the details of such consulting arrangements, their documentation, and their approval or ratification by the Audit Committee varied over time. The requirements of New York law and NRA policy have likewise varied over time. To the extent that the allegations in Paragraph 216 purport to characterize New York law, they constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. To the extent the allegations in Paragraph 216 purport to characterize the Conflict of Interest and Related Party Transaction Policy, the NRA states that such policy speaks for itself. The NRA respectfully refers the Court to the Conflict of Interest and Related Party Transaction Policy for its complete, accurate

contents; to the extent that the allegations in Paragraph 216 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 216 of the Amended Complaint.

217. The NRA denies the allegations in Paragraph 217 of the Amended Complaint.

218. To the extent that the allegations in Paragraph 218 of the Amended Complaint set forth legal conclusions, no response is required. To the extent a response is required, the NRA denies the allegations.

219. The NRA denies the allegation in the first sentence of paragraph 219 of the Amended Complaint. To the extent the second sentence of paragraph 219 states a legal conclusion, no response is required. To the extent a response is required, the NRA denies the allegation in the second sentence of Paragraph 219. The NRA denies the allegations in the third sentence of paragraph 219. To the extent the fourth sentence of Paragraph 219 purports to describe the contents of Mr. LaPierre's federal or state tax returns, the NRA lacks knowledge or information sufficient to form a belief as to the truth of those allegations and for that reason denies them. The NRA has no knowledge or information sufficient to form a belief as to the allegation set forth in the fifth sentence of paragraph 219. The NRA states that Mr. LaPierre has reimbursed he NRA for expenses determined to constitute excess benefits.

220. The NRA admits that during the referenced period, it incurred expenses to provide security for Mr. LaPierre based on the advice of security professionals. To the extent Paragraph 220 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly

requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 220 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 220 of the Amended Complaint, and therefore denies them.

221. The NRA admits that an armored vehicle was procured for the protection of Mr. LaPierre. To the extent that the allegations in Paragraph 221 purport to excerpt or characterize testimony elicited by the NYAG during the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 221 purporting to characterize such testimony, and on that basis denies such allegations.

222. To the extent that Paragraph 222 of the Amended Complaint purports to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 222 purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA admits so much of paragraph 222 that alleges that Ackerman's CEO proposed to acquire an investment property in North Texas and allow it to be used as a safe house for the LaPierres.

223. The NRA admits that in the wake of the Parkland tragedy, following advice from Angus McQueen that a “safe house” should be established, Mr. LaPierre and his wife reviewed several properties selected by Ackerman McQueen’s real estate broker. The NRA lacks knowledge or information sufficient to form a belief as to the accurate market valuation the property, and denies the allegations in Paragraph 223 regarding the same. The residences visited included a home in Westlake, Texas. The NRA lacks knowledge or information sufficient to form a belief as to the accurate market valuation of the property and denies the allegations in Paragraph 223 regarding the same. The NRA denies the remaining allegations in Paragraph 223.

224. The NRA admits so much of these allegations in Paragraph 224 which allege that documents prepared by attorneys selected by Ackerman McQueen (Dorsey & Whitney LLP) were executed by Mr. Philips. The NRA states that such documents speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent that the allegations in Paragraph 224 are inconsistent with the referenced documents, the NRA denies them. To the extent that the allegations in Paragraph 224 purport to characterize the legal effect of such documents, they constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

225. NRA states that the allegations in Paragraph 225 purport to characterize an email dated May 21, 2018, which speaks for itself. The NRA respectfully refers the Court to such email for its complete, accurate contents; to the extent that the allegations in Paragraph 225 are inconsistent with the referenced documents, the NRA denies them.

226. The NRA admits that an Ackerman McQueen executive sent an invoice from WBB Investments LLC in the amount of \$70,000 bearing the referenced annotation. To the extent the allegations in Paragraph 226 purport to characterize NRA policy, the NRA states that such policy

speaks for itself. The NRA respectfully refers the Court to such NRA policy for its complete, accurate contents; to the extent that the allegations in Paragraph 226 are inconsistent with the referenced documents, the NRA denies them.

227. The NRA admits the allegations set forth in Paragraph 227 of the Amended Complaint.

228. To the extent the allegations in Paragraph 228 purport to characterize an email dated May 25, 2018, the NRA states that such email speaks for itself. The NRA respectfully refers the Court to such email for its complete, accurate contents; to the extent that the allegations in Paragraph 228 are inconsistent with the referenced documents, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 228 of the Amended Complaint, and therefore denies them.

229. The NRA admits that it issued a check to WBB Investments, LLC in the amount of \$70,000, and that shortly thereafter, the NRA communicated that it did not intend to proceed with the transaction and the funds were returned. To the extent Paragraph 229 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 229 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 229 of the Amended Complaint.

230. The NRA admits that Phillips served as Treasurer of the NRA from 1992 to 2018.

To the extent that Paragraph 230 purports to characterize the executive authority of the Treasurer and/or the Executive Vice President pursuant to the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents. To the extent that the allegations in Paragraph 230 are inconsistent with the referenced document, the NRA denies them. The NRA admits that during his tenure as Treasurer, Phillips failed to require adherence to certain internal financial policies and controls. The NRA denies the remaining allegations in Paragraph 230.

231. The NRA admits that beginning in 2018, after Phillips' departure, the NRA revised certain financial control processes, including processes relating to credit card reimbursements and expense approvals. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription; for example, the testimony referenced here was conducted by videoconference, with the witness situated in a remote area. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 231 purporting to characterize the referenced testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 231 of the Amended Complaint.

232. The NRA admits that during 2018, at least one FSD staffer raised concerns about NRA's failure to comply with accounting controls adopted by the Board and a concern that Mr. Phillips was processing of payments without appropriate backup. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the

NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 232 of the Amended Complaint, and therefore denies them.

233. The NRA refers to and reincorporates herein its response to Paragraph 232.

234. The NRA admits that several FSD staff raised issues with senior management and then the Audit Committee pursuant to the NRA's whistleblower policy during the summer of 2018. The NRA further admits that certain whistleblower concerns pertained to Mr. Phillips and Mr. Powell. The NRA denies the remaining allegations in Paragraph 234.

235. The NRA admits that it made payments to HomeTelos LP between 2014 and 2017 and admits further that Mr. Phillips later disclosed a personal friendship with an executive of HomeTelos or an affiliate. The NRA states that its transactions with HomeTelos were ratified by the Audit Committee of the NRA Board following Mr. Phillips' disclosure. To the extent that Paragraph 235 purports to describe NRA policy relating to disclosure of conflicts, the NRA states that the policy speaks for itself. The NRA denies the remaining allegations set forth in Paragraph 235 of the Amended Complaint.

236. The NRA admits that on or about September 2, 2014, Mr. Phillips executed a contract with HomeTelos LP on behalf of the NRA. The NRA states that neither Mr. LaPierre nor any other NRA officer signed the contract or participated in its negotiation. To the extent the

allegations in Paragraph 236 purport to characterize the Conflict of Interest and Related Party Transaction Policy, including types of relationships constituting conflicts thereunder, the NRA states that such policy speaks for itself. The NRA respectfully refers the Court to the Conflict of Interest and Related Party Transaction Policy for its complete, accurate contents; to the extent that the allegations in Paragraph 236 are inconsistent with the referenced document, the NRA denies them.

237. The NRA admits that the Managing Director of Information Services participated in the negotiation of the HomeTelos contract, and determined to engage HomeTelos on the agreed terms, without being aware of or influenced by Mr. Phillips' personal friendship. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 237 of the Amended Complaint, and therefore denies them.

238. To the extent the allegations in Paragraph 238 purport to characterize the contents of Mr. Philips' conflict disclosure forms for the referenced years, the NRA states that such forms speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent that the allegations in Paragraph 238 are inconsistent with the referenced documents, the NRA denies them.

239. The NRA admits that the end of the HomeTelos agreement ended in (2017), it re-examined the agreement in (2018), and the relationship was reviewed by the Audit Committee of the NRA Board. The NRA denies the remaining allegations in Paragraph 239 of the Amended Complaint.

240. The NRA admits the allegations set forth in Paragraph 240 of the Amended Complaint, and therefore denies them.

241. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the first sentence of Paragraph 241 of the Amended Complaint, and therefore denies them. The NRA admits the remaining allegations set forth in Paragraph 241.

242. The NRA admits that Phillips disclosed a July 2018 trip aboard a yacht owned by the shareholder of MMP. The NRA states that Phillips disclosed the trip prior to his departure, and the trip was ratified by the Audit Committee. To the extent Paragraph 242 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 242 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 242 of the Amended Complaint.

243. To the extent the allegations in Paragraph 243 purport to characterize the contents of Mr. Philips' Financial Disclosure Questionnaire, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 243 are inconsistent with the referenced document, the NRA denies them. The NRA admits the remaining allegations set forth in Paragraph 243 of the Amended Complaint.

244. The NRA admits the allegations in the first sentence of Paragraph 244. To the extent that Paragraph 244 purports to characterize the Report of the Audit Committee of the NRA

Board of Directors dated September 8-9, 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 244 are inconsistent with the referenced document, the NRA denies them.

245. The NRA admits the allegations set forth in the first sentence of Paragraph 245. To the extent that Paragraph 245 purports to characterize provisions of the NRA bylaws governing the compensation of the Treasurer, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents; to the extent that the allegations in Paragraph 245 are inconsistent with the referenced document, the NRA denies them. The remaining allegations in Paragraph 245 consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

246. To the extent that Paragraph 246 purports to characterize the content of a purported post-employment consulting agreement propounded by Mr. Philips, the NRA states that such agreement speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 246 are inconsistent with the referenced document, the NRA denies them. To the extent that Paragraph 246 purports to characterize the legal effect of the foregoing document, its allegations consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

247. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking,

social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 247 purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA admits that the Audit Committee did not review or approve any purported consulting agreement for Phillips prior to his retirement.

248. The NRA denies the allegations set forth in Paragraph 248 of the Amended Complaint.

249. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 249 purporting to recount witnesses' testimony, and therefore denies such allegations.

250. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 250 purporting to recount witnesses' testimony, and therefore denies such allegations.

251. The NRA admits that following his retirement, Mr. Phillips submitted invoices to the NRA in the referenced amounts, and that payments were remitted in response to some of these invoices. The NRA ceased paying Mr. Phillips during 2019. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 251 of the Amended Complaint, and therefore denies them.

252. The NRA admits that Mr. Powell was hired as Chief of Staff in 2016, and previously served as an elected member of the NRA Board. To the extent Paragraph 252 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 252 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies knowledge or information sufficient to form a belief regarding the remaining allegations set forth in Paragraph 252 of the Amended Complaint.

253. The NRA denies the allegations set forth in Paragraph 253 of the Amended Complaint.

254. The NRA admits that Mr. Powell served as Executive Director of General Operations until December 2018 and thereafter served as Senior Strategist. The NRA denies the remaining allegations set forth in Paragraph 254 of the Amended Complaint.

255. To the extent that Paragraph 255 purports to characterize a memorandum dated December 3, 2018, entitled "STAFF ANNOUNCEMENT," the NRA states that such memorandum speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 255 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations in Paragraph 255.

256. The NRA admits that it terminated Mr. Powell for cause in January 2020, and that such cause included misappropriation of NRA funds. The NRA denies the remaining allegations set forth in Paragraph 256 of the Amended Complaint.

257. The NRA admits that both Mr. LaPierre and Mr. Phillips were involved in setting Mr. Powell's original compensation, and states that advice was also obtained from compensation consultants. The NRA further admits that Mr. Powell received in the appropriate range salaries during the designated periods. To the extent that Paragraph 257 purports to represent the contents of an employment agreement, the NRA states that the agreement speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 257 are inconsistent with the referenced agreement, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 257 of the Amended Complaint.

258. To the extent that Paragraph 258 purports to represent the contents of an employment agreement, the NRA states that the agreement speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 258 are inconsistent with the referenced agreement, the NRA denies them. To the extent that Paragraph 258 purports to represent the contents of NRA policies contained in

the Employee Handbook or Policy Manual, the NRA states that such policies speak for themselves. The NRA respectfully refers the Court to such documents for their complete and accurate contents; to the extent that the allegations in Paragraph 258 are inconsistent with the referenced documents, the NRA denies them. The NRA admits that Mr. Powell submitted and obtained reimbursements for cellular, utilities, parking, cable, and internet charges. The NRA states that it is engaged in efforts to recover such sums from Mr. Powell.

259. The NRA admits that Mr. Powell's salary was increased to \$650,000 in the third quarter of 2017 and denies the remaining allegations set forth in Paragraph 259 of the Amended Complaint.

260. The NRA admits that Mr. Powell's salary was increased to \$800,000 in January 2018 and that Mr. Phillips provided input concerning the salary increase. The NRA denies the remaining allegations set forth in Paragraph 260 of the Amended Complaint.

261. The NRA admits that Mr. Powell violated the NRA's expense reimbursement requirements and policies. The NRA denies the remaining allegations set forth in Paragraph 261 of the Amended Complaint.

262. The NRA admits that Mr. Powell charged expenses to his NRA credit card. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 262 of the Amended Complaint, and therefore denies them.

263. To the extent that Paragraph 263 purports to represent the contents of the referenced letter, the NRA states that the letter speaks for itself. The NRA respectfully refers the Court to such letter for its complete and accurate contents; to the extent that the allegations in

Paragraph 263 are inconsistent with the referenced letter, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 263 of the Amended Complaint.

264. To the extent that the allegations in Paragraph 264 purport to require the NRA to admit or deny the activities of outside counsel or advice sought from outside counsel, the NRA declines to respond by reason of attorney-client privilege and the work product doctrine, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 264 of the Amended Complaint.

265. The NRA admits the allegations set forth in Paragraph 265 of the Amended Complaint.

266. The NRA admits that Mr. Powell offered to pay a sum of \$40,760.20 in full satisfaction of outstanding amounts sought by the NRA. The NRA admits that it rejected the check because it did not constitute a payment of the amount demanded by the Association. The NRA denies the remaining allegations set forth in Paragraph 266.

267. The allegations in Paragraph 267 of the Amended Complaint purport to quote from and characterize statements in the NRA's 2019 Form 990, which speaks for itself. For that reason, the NRA respectfully refers the court to the Form 990 for its complete, accurate contents and denies the allegations in Paragraph 267 of the Amended Complaint to the extent they are inconsistent with the Form 990.

268. The NRA admits that discussions during 2017 regarding what later became known as "Project Ben-Hur," and that such discussions came to involve McKenna and touched upon banking and insurance relationships. The NRA denies the remaining allegations set forth in Paragraph 268 of the Amended Complaint.

269. The NRA admits that McKenna performed services relating to Project Ben-Hur during 2017 and 2018 which were not encompassed by McKenna's then-current contract with the NRA. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 269 of the Amended Complaint, and therefore denies them.

270. The NRA admits that McKenna performed consulting services for the NRA since at least 2012, and that such services included donor-cultivation work. The NRA admits that in July 2017, it entered into an amended contract with McKenna that provided for a \$20,000 monthly consulting fee. The NRA denies the remaining allegations set forth in Paragraph 270 of the Amended Complaint.

271. The NRA denies the allegations set forth in Paragraph 271 of the Amended Complaint.

272. The NRA admits that it remitted payments to McKenna in 2018, and also admits that Mr. Powell and Mr. Phillips played a role in negotiating the terms of McKenna's engagement during 2018. The NRA denies the remaining allegations of Paragraph 272 of the Amended Complaint.

273. The NRA admits that a cybersecurity firm called LookingGlass performed services for the NRA during early 2018, and further admits that such services were discontinued by mid-2018. The NRA further admits that Mr. Powell played a role in LookingGlass being engaged. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 273 of the Amended Complaint, and therefore denies them.

274. The NRA admits that Mr. Powell's wife became an independent contractor of McKenna during or about December 2017, and later became an employee of McKenna.

275. The NRA admits that Mr. Powell's wife became an independent contractor of McKenna during or about December 2017, and later became an employee of McKenna. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in Paragraph 275, and therefore denies them.

276. To the extent that Paragraph 276 purports to represent the contents of an amended contract signed by Mr. Philips and Mr. Powell in January 2018, the NRA states that the contract speaks for itself. The NRA respectfully refers the Court to such contract for its complete and accurate contents; to the extent that the allegations in Paragraph 276 are inconsistent with the referenced letter, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 276 of the Amended Complaint, and therefore denies them.

277. The NRA admits that Mr. Powell did not disclose his wife's relationship with McKenna to the NRA Office of the General Counsel or the Audit Committee prior to January 2018. To the extent that the allegations in Paragraph 277 characterize NRA's conflicts policy, the policy speaks for itself. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 277 of the Amended Complaint, and therefore denies them.

278. The NRA admits that Mr. Powell disclosed his wife's relationship with McKenna to the Office of the General Counsel during mid-2018. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 278 of the Amended Complaint.

279. The NRA admits that a seminar regarding compliance obligations of all NRA employees was conducted on July 26, 2018, and that Mr. Powell participated in the seminar along with the secretary, General Counsel. The NRA further admits that the seminar included training on conflicts of interest and related-party transactions and other subjects. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 279 of the Amended Complaint.

280. The NRA admits the allegations set forth in Paragraph 280 of the Amended Complaint.

281. The NRA admits that it paid \$11,512.73 to Jim Powell Photography (“JPP”) in 2018, prior to concerns being raised by staff to Mr. Powell’s supervisor. The NRA further admits that staff discussed such concerns with the Audit Committee in July 2018 pursuant to the NRA whistleblower policy. The NRA admits that the Audit Committee of the NRA Board subsequently ratified transactions with JPP but denies that the Audit Committee’s review was “summar[y].” The NRA further admits that Ackerman utilized the services of Jim Powell and billed the NRA for approximately \$99,000. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 281 of the Amended Complaint.

282. The NRA admits that it received a letter making assertions of sexual discrimination against Mr. Powell in June 2017. To the extent that Paragraph 282 purports to represent the letter as a complaint, the NRA states that the letter speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 282 are inconsistent with the referenced letter, the NRA denies them. The NRA admits the remaining allegations set forth in Paragraph 282 of the Amended Complaint.

283. To the extent that Paragraph 283 purports to represent a complaint, the NRA states that the complaint speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 283 are inconsistent with the referenced complaint, the NRA denies them.

284. The NRA admits that in or around June 2018, it made a payment to a former employee totaling \$89,000 and obtained a release of existing and potential claims. The NRA denies the remaining allegations set forth in Paragraph 284 of the Amended Complaint.

285. The NRA admits that an Ackerman executive made an accusation of sexual harassment against Mr. Powell in or about October 2018, and admits that Mr. Powell ceased to be an NRA “designee” pursuant to the Ackerman Services Agreement. The NRA denies the remaining allegations set forth in Paragraph 285 of the Amended Complaint.

286. The NRA admits that John Frazer was hired as General Counsel in January 2015, was elected to the position of Secretary by the Board in April 2015, and continues to serve in both capacities. To the extent that Paragraph 286 purports to describe and/or summarize the executive authority of the Executive Vice President pursuant to the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents. To the extent that the allegations in Paragraph 286 are inconsistent with the referenced document, the NRA denies.

287. The NRA admits the allegations set forth in Paragraph 287 of the Amended Complaint.

288. The NRA admits the allegations in Paragraph 288 of the Amended Complaint.

289. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the first and second sentences of Paragraph 289 of the

Amended Complaint, and therefore denies them. The NRA admits that Mr. Frazer returned to the NRA in January 2015 full-time as its General Counsel and received a salary that year of \$272,576 with additional compensation of \$55,870. The NRA states that the Board approved a salary increase to \$360,000 in September 2017 which took effect in 2018, with a bonus of \$54,100 paid in 2018. The NRA denies the remaining allegations set forth in Paragraph 289 of the complaint.

290. The NRA admits the allegations in the first sentence in paragraph 290 of this amended complaint and denies the remaining allegations of paragraph 290.

291. To the extent Paragraph 291 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 291 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 291 of the Amended Complaint.

292. The NRA admits the allegations contained in first and last sentences of the paragraph 292 of the amended complaint. To the extent Paragraph 292 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the

NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 292 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 292 of the Amended Complaint, and therefore denies them.

293. The allegations in Paragraph 293 consist of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

294. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 294 purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 294 of the Amended Complaint.

295. The NRA admits that Frazer executed Forms CHAR 500 in his capacity as Secretary. To the extent that Paragraph 295 purports to characterize Forms CHAR 500, the NRA states that the forms speak for themselves and respectfully refers the Court to such forms for their complete and accurate contents. To the extent that the allegations in Paragraph 295 are inconsistent with the referenced documents, the NRA denies them.

296. To the extent that Paragraph 296 purports to characterize NRA annual filings and certifications executed by Mr. Frazer, the NRA states that the documents speak for themselves and

respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 296 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 296 of the Amended Complaint.

297. The NRA denies the allegations set forth in Paragraph 297 of the Amended Complaint.

298. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 298 of the Amended Complaint, and therefore denies them.

299. The NRA admits that it employs multiple senior staff members who liaise with Mr. LaPierre, attend management meetings and Board meetings, and represent the NRA around the country. The NRA admits that one such staff member has a salary of approximately \$250,000. The NRA admits that the referenced Senior Staff Member has held various job titles, but denies that she has always and exclusively reported to Mr. LaPierre. The NRA denies the remaining allegations set forth in Paragraph 299 of the Amended Complaint.

300. The NRA admits that it conducted an internal investigation in or about 2003, and states that the independent professionals who conducted the investigation “cleared” the staff member of wrongdoing. The NRA denies the remaining allegations set forth in Paragraph 300 of the Amended Complaint.

301. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 301 of the Amended Complaint, and therefore denies them.

302. The NRA denies the allegations set forth in Paragraph 302 of the Amended Complaint.

303. The NRA admits that in 2012, roughly \$18,000 in expenses were incurred at the direction of a senior staff member, and states that such expenses were subsequently reimbursed to the NRA with interest. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 303 of the Amended Complaint.

304. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 304 of the Amended Complaint, and therefore denies them.

305. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 305 of the Amended Complaint, and therefore denies them.

306. The NRA admits allegations set forth in Paragraph 306 of the Amended Complaint.

307. To the extent that Paragraph 307 purports to characterize the Report of the Audit Committee dated January 5-6, 2019, the NRA states that the Report speaks for itself, and respectfully refers the Court to such document for its complete and accurate contents. To the

extent that the allegations in Paragraph 307 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 307 of the Amended Complaint.

308. To the extent Paragraph 308 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 308 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 308 of the Amended Complaint.

309. The allegations in Paragraph 309 of the Amended Complaint purport to quote from, paraphrase, and characterize testimony of Wayne LaPierre, which speaks for itself. For that reason, the NRA respectfully refers the court to the transcript of his testimony for its full, complete, and accurate contents and denies the allegations in Paragraph 309 of the Amended Complaint to the extent they are inconsistent with the testimony.

310. To the extent the allegation in the first sentence of paragraph 310 of the Amended Complaint purports to quote from the NRA's 2019 IRS form 990, the NRA respectfully refers the court to the form 990 for its full, complete, and accurate contents and denies the allegation in the sentence to the extent it's inconsistent with the Form 990. The NRA denies the allegations in the second sentence of paragraph 310 of the Amended Complaint except that the NRA admits that the individual referenced in the allegations remains employed at the NRA. The NRA denies the

allegation that the individual referenced in the allegation “never answered to a different supervisor.” The last two sentences of Paragraph 310 of the Amended Complaint state legal conclusions, which require no response. To the extent a response is required, the NRA denies the allegations.

311. The NRA denies the allegations of paragraph 311 of the Amended Complaint.

312. The NRA lacks knowledge or information upon which to form a belief as to the accuracy of the allegations of Paragraph 312 of the Amended Complaint. The NRA, therefore, denies the allegations of Paragraph 312 of the Amended Complaint.

313. The NRA admits so much of Paragraph 313 as alleges that Mr. Phillips aided and abetted violations of NRA accounting policies and controls. The NRA denies the allegations set forth in Paragraph 313 of the Amended Complaint.

314. The NRA admits the allegations set forth in Paragraph 314 of the Amended Complaint.

315. To the extent that Paragraph 315 purports to characterize NRA’s Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 315 are inconsistent with the referenced documents, the NRA denies them. The NRA denies that it has not publicly disclosed fees paid to Mercury in 2018.

316. The NRA admits the allegations in the first sentence of Paragraph 316 of the Amended Complaint. The NRA admits so much of the second sentence as alleges that “expenses were incurred in violation of the NRA policy and in some instances for the personal benefit of NRA insiders.” The NRA denies the remaining allegations set forth in Paragraph 316.

317. The NRA admits that for decades, its senior leadership including Mr. LaPierre sought advice from Ackerman, especially its former CEO, Angus McQueen, on strategic communication, crisis management, and other sensitive matters. The NRA denies the remaining allegations set forth in Paragraph 317 of the Amended Complaint.

318. The NRA admits so much of paragraph 318 as alleges that Mr. LaPierre had a “close” relationship with Tony Makris, the president of the Mercury Group. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 318 of the Amended Complaint, and therefore denies them.

319. The NRA admits so much of the allegations set forth in Paragraph 319 of the Amended Complaint as alleges that this relationship between the NRA and Ackerman/Mercury Group was terminated and litigation ensued. The NRA denies this remaining allegation of Paragraph 319.

320. The NRA admits that there was a Services Agreement between the NRA and Ackerman. The NRA denies the remaining allegations set forth in Paragraph 320 of the Amended Complaint.

321. To the extent that Paragraph 321 purports to characterize the Services Agreement, the NRA states that the Agreement speaks for itself, and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 321 are inconsistent with the referenced documents, the NRA denies them.

322. The NRA admits that LaPierre met with Ackerman executives, including Angus McQueen, to discuss Ackerman’s budget, and that LaPierre was typically joined by Phillips at such meetings. The NRA denies the remaining allegations set forth in Paragraph 322 of the Amended Complaint.

323. The NRA denies the allegations set forth in Paragraph 323 of the Amended Complaint.

324. The NRA denies the allegations set forth in Paragraph 324 of the Amended Complaint.

325. Paragraph 325 purports to characterize the NRA's pleadings in the matter captioned *National Rifle Association of America v Ackerman McQueen, Inc. et al.*, case No. 19-cv-02074-G, Northern District of Texas, Dallas Division. The NRA states that the pleadings speak for themselves, and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 325 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 325 of the Amended Complaint.

326. The NRA admits so much of paragraph 326 as alleges that Ackerman regularly passed expenses without justification or appropriate backup. The NRA denies the remaining allegations set forth in Paragraph 326 of the Amended Complaint.

327. The NRA denies the allegations set forth in Paragraph 327 of the Amended Complaint.

328. The NRA admits that Ackerman typically billed the NRA for purported out-of-pocket expenses, and further admits that the invoices for such expenses were generally transmitted to the NRA unaccompanied by explanatory details or supporting documents. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 328 of the Amended Complaint.

329. Paragraph 329 of the Amended Complaint contains legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

330. The NRA denies the allegations set forth in Paragraph 330 of the Amended Complaint.

331. Paragraph 331 of the Amended Complaint contains legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 331 of the Amended Complaint.

332. The NRA denies the allegations set forth in Paragraph 332 of the Amended Complaint.

333. The NRA denies the allegations set forth in Paragraph 333 of the Amended Complaint.

334. The NRA admits so much of paragraph 334 as alleges that Ackerman paid \$ 4,000 a month for some years to II & IS for travel services and passed those expenses on to the NRA. The NRA denies the allegations set forth in Paragraph 334 of the Amended Complaint.

335. The NRA denies the allegations set forth in Paragraph 335 of the Amended Complaint.

336. Paragraph 336 purports to summarize or describe the contents of invoices submitted by Ackerman to the NRA. The NRA states that the documents speak for themselves, and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 336 are inconsistent with the referenced documents, the NRA denies them. The NRA states that to the extent certain expenses were deemed to constitute excess benefits, Mr. LaPierre has reimbursed that amount to the NRA. The NRA denies the remaining allegations set forth in Paragraph 336 of the Amended Complaint.

337. The NRA admits so much of Paragraph 337 as alleges that Tony Makris accompanied Mr. LaPierre on a visit to a medical clinic. The NRA denies the remaining allegations set forth in Paragraph 337 of the Amended Complaint.

338. The NRA denies the allegations set forth in Paragraph 338 of the Amended Complaint.

339. To the extent that the allegations in Paragraph 339 of the Amended Complaint allege that Tyler Schropp utilized a credit card issued by Ackerman, the NRA admits the allegations in Paragraph 339 of the Amended Complaint. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations, and therefore denies them. The NRA denies the remaining allegations set forth in Paragraph 339 of the Amended Complaint.

340. The NRA admits so much of Paragraph 340 of the Amended Complaint as alleges that Ackerman paid for certain event expenses in connection with the Women's Leadership Forum, which were billed to the NRA. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 340 of the Amended Complaint, and therefore denies them.

341. The NRA denies the allegations set forth in Paragraph 341 of the Amended Complaint.

342. The NRA admits so much of the allegations contained in Paragraph 342 of the Amended Complaint as alleges that Phillips was aware that Ackerman sought reimbursement for expenses from the NRA. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 342 of the Amended Complaint.

343. The NRA admits that the NRA attempted in some years to review Ackerman's files, books, and records to determine whether and to what extent Ackerman was complying with its obligations in connection with the Services Agreement and the reviews of Ackerman's documents were conducted in Oklahoma. The NRA denies the allegations set forth in Paragraph 343 of the Amended Complaint.

344. The NRA admits the allegations set forth in Paragraph 344 of the Amended Complaint.

345. The NRA admits so much of Paragraph 345 of the Amended Complaint as alleges that Under Wild Skies, Inc. ("UWS") produced a television program as described therein, and that the NRA paid UWS over \$18 million. The NRA denies the remaining allegations set forth in Paragraph 345 of the Amended Complaint.

346. To the extent Paragraph 346 of the Amended Complaint purports to summarize or describe the contents of contract(s) between the NRA and UWS, the NRA states that the documents speak for themselves, and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 346 are inconsistent with the referenced documents, the NRA denies them. The NRA admits that UWS was paid approximately \$1,957,500 in 2019 by the NRA.

347. The NRA admits that Mr. LaPierre and his wife appeared in episodes of Under Wild Skies. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 347 of the Amended Complaint, and therefore denies them.

348. The NRA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 348 of the Amended Complaint, except admits that various

NRA officers, directors, spouse(s), and the Executive Director of Advancement participated in hunts that appeared on Under Wild Skies.

349. Paragraph 349 of the Amended Complaint contains legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

350. The NRA admits so much of paragraph 350 of the Amended Complaint as alleges that the NRA paid UWS close to \$50,000 a month for supplemental invoices. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 350 of the Amended Complaint, and therefore denies them.

351. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 351 of the Amended Complaint, and therefore denies them.

352. The NRA admits the allegations of Paragraph 352 except as they relate to Mr. LaPierre and states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations and therefore denies them.

353. The NRA admits that during 2019, it received from UWS, and remitted payment for, invoices in the amount of \$97,500 bearing the designation “supplemental invoice.” The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 353 of the Amended Complaint, and therefore denies them.

354. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 354 of the Amended Complaint, and therefore denies them.

355. To the extent the allegations set forth in Paragraph 355 of the Amended Complaint contain conclusions of law, no response is required. The NRA denies the remaining allegations of Paragraph 355

356. The NRA lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 356 of the Amended Complaint, except admits that the termination of the Executive Director occurred in 2016.

357. To the extent Paragraph 357 of the Amended Complaint purports to summarize or describe the contents of the Agreement regarding the Termination of Employment, Release, Confidentiality and Non-Disparagement signed by Kyle Weaver, Lisa Supernaugh, and Wilson Philips on November 5, 2016, the NRA states that the Agreement speaks for itself, and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 357 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations in Paragraph 357 of the Amended Complaint.

358. To the extent Paragraph 358 of the Amended Complaint purports to summarize or describe the contents of the Agreement regarding the Termination of Employment, Release, Confidentiality and Non-Disparagement signed by Kyle Weaver, Lisa Supernaugh, and Wilson Philips on November 5, 2016, the NRA states that the agreement speaks for itself, and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 358 are inconsistent with the referenced documents, the NRA denies them.

359. The allegations in Paragraph 359 of the Amended Complaint purport to describe and/or summarize the contents of the NRA Purchasing Policy, which speaks for itself. The NRA respectfully refers the Court to the Policy for its complete, accurate contents; to the extent that the

allegations in Paragraph 359 are inconsistent with the referenced document, the NRA denies them.

The NRA admits that the consulting agreement did not result from a “competitive bid process.”

360. To the extent Paragraph 360 of the Amended Complaint purports to summarize or describe the contents of the Agreement regarding the Termination of Employment, Release, Confidentiality and Non-Disparagement signed by Kyle Weaver, Lisa Supernaugh, and Wilson Philips on November 5, 2016, the NRA states that the agreement speaks for itself, and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 360 are inconsistent with the referenced documents, the NRA denies them. The NRA admits the remaining allegations set forth in Paragraph 343 of the Amended Complaint.

361. To the extent Paragraph 361 of the Amended Complaint purports to summarize or describe the contents of the Agreement regarding the Termination of Employment, Release, Confidentiality and Non-Disparagement dated November 5, 2016, the NRA states that the agreement speaks for itself, and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 361 are inconsistent with the referenced documents, the NRA denies them. To the extent Paragraph 361 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG’s transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as

to the accuracy of allegations in Paragraph 361 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations.

362. Paragraph 362 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 362 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 362 of the Amended Complaint, and therefore denies them.

363. The NRA admits that the principal of H.W.S. Consulting is an individual who formerly served as Executive Director of the NRA Foundation until his retirement in 2008. The NRA further admits that, until 2018, it was party to a Consulting Agreement with H.W.S. Consulting Inc. (the "HWS Consulting Agreement"). To the extent Paragraph 363 of the Amended Complaint purports to summarize or describe the contents of the HWS Consulting Agreement, the NRA states that the Agreement speaks for itself, and respectfully refers the Court to such Agreement for its complete and accurate contents. To the extent that the allegations in Paragraph 363 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 363 of the Amended Complaint, and therefore denies them.

364. The NRA states that the HWS Consulting Agreement was entered into thirteen years ago, and predated many relevant NRA policies. The NRA denies the remaining allegations set forth in Paragraph 364 of the Amended Complaint, and therefore denies them.

365. To the extent that Paragraph 365 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 365 are inconsistent with the referenced documents, the NRA denies them.

366. To the extent Paragraph 366 of the Amended Complaint purports to summarize or describe the contents of the HWS Consulting Agreement, the NRA states that the Agreement speaks for itself, and respectfully refers the Court to such Agreement for its complete and accurate contents. To the extent that the allegations in Paragraph 366 are inconsistent with the referenced document, the NRA denies them.

367. Paragraph 367 of the Amended Complaint contains legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 367 of the Amended Complaint, and therefore denies them.

368. The allegations of Paragraph 368 purport to describe the testimony of the Foundation Executive=. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 368 of the Amended Complaint, and therefore denies them.

369. The allegations of Paragraph 369 purport to describe the Foundation Executive's testimony, which speaks for itself. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 369 of the Amended Complaint, and therefore denies them.

370. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 370 of the Amended Complaint, and therefore denies them.

371. To the extent Paragraph 371 of the Amended Complaint purports to summarize or describe the contents of the HWS Consulting Agreement, the NRA states that the Agreement speaks for itself, and respectfully refers the Court to such Agreement for its complete and accurate contents. To the extent that the allegations in Paragraph 371 are inconsistent with the referenced document, the NRA denies them. The NRA admits that H.W.S. Consulting was reimbursed for certain expenses during 2016. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 371 of the Amended Complaint, and therefore denies them.

372. The NRA admits that the HWS Consulting Agreement was terminated in 2018, and that the Foundation Executive's expenses were delayed pending documentation. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 372 of the Amended Complaint, and therefore denies them.

373. The NRA admits that it entered into an incentive compensation agreement to which Lockton Affinity and a former NRA employee were participants. The NRA further admits that Lockton Affinity served as a broker for many NRA-related affinity insurance programs, including

Carry Guard. The NRA denies the remaining allegations set forth in Paragraph 373 of the Amended Complaint.

374. To the extent that Paragraph 374 purports to characterize NRA's 2016 Form 990, the NRA states that the Form speaks for itself and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 374 are inconsistent with the referenced document, the NRA denies them.

375. The NRA admits upon information and belief that the Managing Director received consulting fees from Lockton Affinity after his departure from the NRA. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 375 of the Amended Complaint, and therefore denies them.

376. The NRA admits that Phillips executed a Bonus Structure, Employment Longevity Incentive and Termination Agreement with a former NRA employee which bore the date July 1, 2014 (the "Bonus Agreement"). To the extent that Paragraph 376 purports to characterize the Bonus Agreement, the NRA states that the Agreement speaks for itself and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 376 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 376 of the Amended Complaint, and therefore denies them.

377. The NRA admits that amendments to the Bonus Agreement were executed, and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 377 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 377 of the Amended Complaint.

378. To the extent that Paragraph 378 purports to describe or summarize the Consulting Services Agreement, the NRA states that the Agreement speaks for itself and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 378 are inconsistent with the referenced document, the NRA denies them.

379. Paragraph 379 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 379 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations.

380. The allegations set forth in Paragraph 380 of the Amended Complaint purport to quote from a document generated by NRA's external tax and information return preparer. The NRA states that the document speaks for itself and respectfully refers the court to such document for its complete and accurate contents.

381. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 381 of the Amended Complaint, and therefore denies them.

382. Paragraph 382 of the Amended Complaint contains legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 382 of the Amended Complaint.

383. Upon information and belief, the NRA admits the allegations set forth in Paragraph 366 of the Amended Complaint.

384. The NRA admits that one of its board members, a retired professional football player, performed consulting work for the NRA from time to time during the referenced period and received fees and expense reimbursements in connection with the same. The NRA denies remaining allegations set forth in Paragraph 384 of the Amended Complaint.

385. To the extent that Paragraph 385 purports to characterize the Memorandum of Understanding dated January 9, 2016, the NRA states that such document speaks for itself and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 385 are inconsistent with the referenced document, the NRA denies them.

386. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 386 of the Amended Complaint, and therefore denies them.

387. To the extent that Paragraph 387 purports to characterize the referenced contract, the NRA states that such document speaks for itself and respectfully refers the Court to such document for its complete and accurate contents. To the extent that the allegations in Paragraph 387 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations in Paragraph 387 of the Amended Complaint.

388. The NRA states that the referenced contract was executed in 2002 and predated the existence of certain requirements referenced by the Amended Complaint. The NRA denies the remaining allegations set forth in Paragraph 388 of the Amended Complaint.

389. Paragraph 389 purports to characterize the Report of the Audit Committee dated September 2016, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 389 are inconsistent with the referenced document, the NRA denies them.

390. The NRA denies the allegations set forth in Paragraph 390 of the Amended Complaint.

391. Paragraph 391 purports to characterize the Report of the Audit Committee dated February 2019, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 374 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 391 of the Amended Complaint.

392. The NRA admits, upon information and belief, that one of its former board members is a retired police officer from Iowa, served on the referenced committees, and was not re-nominated in 2020. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 392 of the Amended Complaint, and therefore denies them.

393. To the extent that Paragraph 393 purports to characterize a contract the NRA states that such contract speaks for itself and respectfully refers the Court to it for its complete and accurate contents. To the extent that the allegations in Paragraph 376 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 393 of the Amended Complaint, and therefore denies them.

394. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 394 of the Amended Complaint, and therefore denies them.

395. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 395 of the Amended Complaint, and therefore denies them.

396. Paragraph 396 purports to characterize the notes or draft of minutes memorialized in connection with a September 2016 Audit Committee meeting. The NRA states that such documents speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent that the allegations in Paragraph 396 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 396 of the Amended Complaint.

397. Paragraph 397 purports to characterize the Report of the Audit Committee dated January 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 397 are inconsistent with the referenced document, the NRA denies them.

398. Upon information and belief, the NRA denies the allegations set forth in Paragraph 398 of the Amended Complaint.

399. The NRA admits that, at certain relevant times, one of its board members received \$4,000 per month for public speaking and consulting services. To the extent Paragraph 399 of the Amended Complaint purports to describe and/or summarize the contents of the NRA's 2018 Form 990, the NRA states that such form speaks for itself, and respectfully refers the Court to such

document for its complete, accurate contents. To the extent that the allegations in Paragraph 399 are inconsistent with the referenced document, the NRA denies them.

400. The NRA states that the allegations set forth in Paragraph 400 of the Amended Complaint purport to describe the contents of a “Consultant List” and that the document speaks for itself.

401. Paragraph 401 purports to characterize the Report of the Audit Committee dated January 11, 2018; the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 401 are inconsistent with the referenced document, the NRA denies them. To the extent that the allegations in Paragraph 401 purport to characterize New York law, they constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 401 of the Amended Complaint.

402. To the extent Paragraph 402 purports to characterize an email chain dated May 15, 2019, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 402 are inconsistent with the referenced document, the NRA denies them.

403. To the extent that the allegations in Paragraph 403 purport to classify any NRA board member as a “lobbyist” pursuant to any statutory or regulatory scheme defining the same, they consist of legal conclusions to which no response is required. The NRA admits the remaining allegations set forth in Paragraph 403 of the Amended Complaint.

404. The NRA admits upon information and belief that Board Member No. 4 was compensated for public speaking services during the referenced period. The NRA denies the remaining allegations in Paragraph 404 of the Amended Complaint.

405. To the extent Paragraph 405 purports to characterize an email chain dated May 10, 2016, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 405 are inconsistent with the referenced document, the NRA denies them.

406. To the extent Paragraph 406 purports to characterize the Report of the Audit Committee dated September 2016, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 406 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 406 of the Amended Complaint, and therefore denies them.

407. To the extent Paragraph 407 purports to characterize the Report of the Audit Committee dated January 11, 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 407 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 407 of the Amended Complaint.

408. Upon information and belief, the NRA admits the allegations set forth in Paragraph 408 of the Amended Complaint.

409. To the extent Paragraph 409 purports to characterize the Report of the Audit Committee dated April 2019, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 409 are inconsistent with the referenced document, the NRA denies them.

410. The NRA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 410 of the Amended Complaint, except admits that a Board Member is a past NRA President, who has been paid at various times for consulting services, and executed a contract for \$220,000 annually. To the extent Paragraph 410 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 410 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 393 of the Amended Complaint.

411. The NRA admits that in 2018, the Audit Committee reviewed and ratified, following its execution, a contract with a Board Member. The NRA further admits that LaPierre was a signatory to such contract, which was also acknowledged by appropriate officers of the Board of Directors. The NRA further admits that the NRA- ILA made grants at relevant times to the United Sportsmen of Florida. To the extent Paragraph 394 purports to characterize testimony

elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 411 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 411 of the Amended Complaint.

412. Paragraph 312 consists of legal conclusions to which no response is required.

413. Paragraph 413 consists of legal conclusions to which no response is required.

414. Paragraph 414 consists of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

415. Paragraph 415 consists of legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

416. Paragraph 416 of the Amended Complaint purports to characterize the NRA's bylaws, which speak for themselves. The NRA respectfully refers the Court to its bylaws for their complete, accurate contents; to the extent that the allegations in Paragraph 416 are inconsistent with the referenced document, the NRA denies them.

417. To the extent that Paragraph 417 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 417 are inconsistent with the referenced documents, the NRA denies

them. The NRA denies the remaining allegations set forth in Paragraph 417 of the Amended Complaint.

418. To the extent that the allegations in Paragraph 418 consist of legal conclusions regarding the “adequa[cy]” of compensation documentation pursuant to state or federal law, these legal conclusions require no response; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations in Paragraph 418 of the Amended Complaint.

419. The NRA admits that the OCC hired executive compensation consultants, including in or about August 2017. The NRA further admits that a consultant delivered a report in or about January 2018 which supported the compensation recommendations made by the OCC and adopted by the Board of Directors that year. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 419 of the Amended Complaint, and therefore denies them.

420. The NRA admits that the OCC considered, and made recommendations to the Board regarding Phillips’s compensation and compensation of other officers. . The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 420 of the Amended Complaint, and therefore denies them.

421. The NRA admits that Phillips prepared “talking points” as alleged in Paragraph 421 of the Amended Complaint. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 421 of the Amended Complaint, and therefore denies them.

422. To the extent that Paragraph 422 purports to characterize the Report of Officers Compensation Committee dated September 7, 2017, the NRA states that the Report speaks for

itself and respectfully refers the Court to such document for its complete and accurate contents.

To the extent that the allegations in Paragraph 422 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 422 of the Amended Complaint.

423. The NRA admits the allegations set forth in the first sentence of Paragraph 406, and admits that Board minutes reflect that the Board adopted the OCC's recommendations. The NRA denies the remaining allegations set forth in Paragraph 423 of the Amended Complaint.

424. The NRA denies the allegations set forth in Paragraph 424 of the Amended Complaint.

425. The NRA denies the allegations set forth in Paragraph 425 of the Amended Complaint.

426. The allegations in Paragraph 426 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

427. To the extent that the allegations in Paragraph 410 purport to characterize the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents; to the extent that the allegations in Paragraph 410 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 427 of the Amended Complaint.

428. The allegations in Paragraph 428 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 428 of the Amended Complaint.

429. The NRA denies the allegations set forth in Paragraph 429 of the Amended Complaint.

430. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 430 of the Amended Complaint, and therefore denies them.

431. The allegations in Paragraph 431 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

432. To the extent that the allegations in Paragraph 432 contend that a particular tax treatment of particular expenditures was required, they constitute legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 432 of the Amended Complaint, and therefore denies them.

433. The NRA admits that an employee formerly charged with processing certain expense reimbursements for Mr. LaPierre incurred an unexpected medical absence in recent years and that reimbursement of certain expenses was delayed; the NRA states that the financial burdens of such delay has been borne by Mr. LaPierre, who continued to incur business expenses without timely reimbursement. The NRA denies the remaining allegations set forth in Paragraph 433 of the Amended Complaint.

434. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 434 of the Amended Complaint, and therefore denies them.

435. The NRA denies the allegations set forth in Paragraph 435 of the Amended Complaint. The NRA admits that it was formerly party to a post-employment contract with Mr. LaPierre which was terminated by mutual consent and denies that it is currently party to any contract containing the terms described in Paragraph 435.

436. The NRA states that it was formerly party to a post-employment contract with Mr. LaPierre which was terminated by mutual consent and denies that it is currently party to any contract containing the terms described in Paragraph 436. To the extent Paragraph 436 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 436 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 436 of the Amended Complaint.

437. To the extent Paragraph 437 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 437 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 437 of the Amended Complaint.

438. To the extent that Paragraph 438 purports to characterize a letter agreement dated March 16, 2015, the NRA states that the letter speaks for itself. The NRA respectfully refers the

Court to such letter for its complete and accurate contents; to the extent that the allegations in Paragraph 438 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 438 of the Amended Complaint.

439. To the extent that Paragraph 439 purports to characterize a memorandum dated April 30, 2018, the NRA states that the memorandum speaks for itself. The NRA respectfully refers the Court to such memorandum for its complete and accurate contents; to the extent that the allegations in Paragraph 439 are inconsistent with the referenced document, the NRA denies them.

440. To the extent that Paragraph 440 purports to characterize a memorandum dated April 30, 2018, the NRA states that the memorandum speaks for itself. The NRA respectfully refers the Court to such memorandum for its complete and accurate contents; to the extent that the allegations in Paragraph 440 are inconsistent with the referenced document, the NRA denies them. The NRA states that it is not party to any contract containing the terms set forth in the referenced memorandum. The NRA denies the remaining allegations set forth in Paragraph 440 of the Amended Complaint.

441. To the extent Paragraph 441 purports to characterize testimony elicited from Mr. LaPierre by the NYAG during the course of its investigation, the NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription, including masking and socially-distant seating arrangements. The NRA further states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 441 purporting to characterize Mr. LaPierre's testimony, and on that basis denies such allegations. The remaining allegations in

Paragraph 441 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

442. The NRA admits so much of Paragraph 442 as alleges that the Board approved a “new Employment Agreement for Lapierre.” The remaining allegations in paragraph 442 state legal conclusions, to which no response is required; to the extent a response is required, the NRA denies such allegations.

443. The NRA denies the allegations set forth in Paragraph 443 of the Amended Complaint.

444. The NRA admits that during his tenure as an NRA executive and officer, Phillips had an NRA-issued credit card. To the extent that the allegations in Paragraph 444 purport to argue for particular tax treatment of particular expenditures, they consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 444 of the Amended Complaint, and therefore denies them.

445. The allegations in Paragraph 445 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

446. To the extent that the allegations in Paragraph 446 purport to characterize the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents; to the extent that the allegations in Paragraph 428 are inconsistent with the referenced document, the NRA denies them.

447. The NRA admits that Mr. Powell was paid the referenced salaries during or about the referenced periods, and further admits that Mr. Powell received additional unauthorized

benefits. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 447 of the Amended Complaint, and therefore denies them.

448. To the extent that Paragraph 448 purports to characterize NRA's Forms 990 filed in 2017 and 2018, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 448 are inconsistent with the referenced documents, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 448 of the Amended Complaint, and therefore denies them.

449. The allegations in Paragraph 449 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

450. To the extent that Paragraph 450 purports to characterize NRA's Forms 990 and CHAR500, the NRA states that the documents speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 450 are inconsistent with the referenced documents, the NRA denies them.

451. To the extent that Paragraph 451 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 451 are inconsistent with the referenced documents, the NRA denies them.

452. The allegations in Paragraph 452 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

453. To the extent that Paragraph 453 purports to characterize NRA's Forms 990 filed in 2017 and 2018, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 453 are inconsistent with the referenced documents, the NRA denies them.

454. The NRA admits that Mr. Powell failed to provide sufficient justification for certain expenses, and states that the NRA terminated Mr. Powell. The remaining allegations in Paragraph 454 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

455. To the extent that Paragraph 455 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 455 are inconsistent with the referenced documents, the NRA denies them.

456. To the extent that Paragraph 438 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 438 are inconsistent with the referenced documents, the NRA denies them.

457. The NRA denies the allegations set forth in Paragraph 457 of the Amended Complaint.

458. To the extent that Paragraph 458 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 458 are inconsistent with the referenced documents, the NRA denies them. To the extent that the allegations in Paragraph 458 purport to assess the legal sufficiency or implications of the NRA's tax filings, such allegations constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

459. To the extent that Paragraph 459 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 459 are inconsistent with the referenced documents, the NRA denies them. To the extent that the allegations in Paragraph 459 purport to assess the legal sufficiency or implications of the NRA's tax filings, such allegations constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

460. The allegations in Paragraph 460 consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

461. To the extent that Paragraph 461 purports to characterize NRA's Forms 990 filed during the referenced period, the NRA states that the Forms speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 461 are inconsistent with the referenced documents, the NRA denies them.

462. The NRA admits that Mr. LaPierre had discussions with Lt. Col. Oliver North in spring 2018 concerning North's potential candidacy for NRA President. The NRA lacks

knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 462 of the Amended Complaint, and therefore denies them.

463. To the extent that the allegations in Paragraph 463 purport to characterize the NRA bylaws, the NRA states that its bylaws speak for themselves and respectfully refers the Court to the bylaws for their complete and accurate contents; to the extent that the allegations in Paragraph 445 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 463 of the Amended Complaint, and therefore denies them.

464. To the extent that the allegations in Paragraph 464 purport to excerpt or characterize deposition testimony, the NRA respectfully refers the Court to the transcript of such testimony for its complete and accurate contents; to the extent that the allegations in Paragraph 464 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 464 of the Amended Complaint.

465. To the extent that Paragraph 465 purports to characterize a fax received on April 22, 2018, the NRA states that the fax speaks for itself and respectfully refers the Court to such fax for its complete and accurate contents. To the extent that the allegations in Paragraph 465 purport to excerpt or characterize deposition testimony, the NRA respectfully refers the Court to the transcript of such testimony for its complete and accurate contents; to the extent that the allegations in Paragraph 465 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 465 of the Amended Complaint, and therefore denies them.

466. The NRA admits that on May 6, 2018, it executed an amended Services Agreement with Ackerman and Mercury Group, Inc.; to the extent that the allegations in Paragraph 466

purport to describe or summarize the Services Agreement, the NRA states that the Agreement speaks for itself and respectfully refers the Court to such Agreement for its complete and accurate contents. To the extent that the allegations in Paragraph 466 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations in Paragraph 466 of the Amended Complaint.

467. The NRA admits that North entered into an Employment Agreement with Ackerman on or about May 15, 2018. To the extent that Paragraph 467 purports to characterize the Employment Agreement, the NRA states that the Agreement speaks for itself and respectfully refers the Court to such Agreement for its complete and accurate contents. To the extent that the allegations in Paragraph 467 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 467 of the Amended Complaint, and therefore denies them.

468. The NRA denies the allegations set forth in Paragraph 468 of the Amended Complaint.

469. The NRA admits the allegations set forth in the first sentence of Paragraph 469 of the Amended Complaint. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the second sentence of Paragraph 469, and therefore denies them. The NRA denies the remaining allegations in Paragraph 469 of the Amended Complaint.

470. The NRA denies the allegations set forth in Paragraph 470 of the Amended Complaint.

471. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 471 of the Amended Complaint, and therefore denies them.

472. The NRA denies the allegations set forth in Paragraph 472 of the Amended Complaint.

473. The NRA admits that the Brewer firm was initially retained in March 2018, and that its work included issues involving NRA affinity partners. To the extent that the allegations in Paragraph 473 purport to require the NRA to admit or deny the content of legal advice sought by counsel, work performed by counsel, or other privileged matter, the NRA declines to respond to such allegations on grounds of attorney-client privilege and the work product doctrine. The NRA denies the remaining allegations in Paragraph 473 of the Amended Complaint.

474. The NRA denies that it failed to consider other firms as alternatives to the Brewer firm in 2018, and states that it considered, and from time to time employed, several competitor firms. To the extent that the allegations in Paragraph 474 purport to require the NRA to admit or deny the content of legal advice sought by counsel, work performed by counsel, or other privileged matter, the NRA declines to respond to such allegations on grounds of attorney-client privilege and the work product doctrine. To the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 474 of the Amended Complaint.

475. The NRA admits that Mr. Frazer negotiated an engagement letter with the Brewer firm and prepared a business case analysis in connection with the same. To the extent that Paragraph 475 purports to characterize the business case analysis, the NRA states that the document speaks for itself and respectfully refers the Court to such documents for its complete

and accurate contents. To the extent that the allegations in Paragraph 475 are inconsistent with the referenced document, the NRA denies them. The NRA further admits that Mr. Frazer is one of several individuals who has been responsible for reviewing and approving payment of the Brewer firm's invoices at relevant times. The NRA denies the remaining allegations set forth in Paragraph 475 of the Amended Complaint.

476. The NRA admits that the Audit Committee memorialized, during a meeting on March 8, 2019, the matter referenced in Paragraph 476, but denies that any "Board resolution" was adopted to such effect. The NRA further denies that any NRA policy "required written approval from the President and a Vice President" for the retention of counsel in 2018. The NRA states that the Audit Committee resolved on April 28, 2019, that the NRA's retention of the Brewer firm "was duly authorized" and that a copy of the foregoing resolution was provided by the NRA to the NYAG more than a year before the NYAG filed this lawsuit. The NRA denies the remaining allegations set forth in Paragraph 476 of the Amended Complaint.

477. The NRA denies the allegations in Paragraph 477 of the Amended Complaint.

478. The allegations in Paragraph 478 purport to describe and summarize letters sent by North to named recipients in March 2019; the NRA respectfully refers the Court to such letters for their complete and accurate contents. To the extent that the allegations in Paragraph 478 are inconsistent with the referenced documents, the NRA denies such allegations.

479. The allegations in Paragraph 479 purport to describe and summarize letters and memoranda sent by North to named recipients in March 2019; the NRA respectfully refers the Court to such letters for their complete and accurate contents. To the extent that the allegations in Paragraph 461 are inconsistent with the referenced documents, the NRA denies such allegations.

480. The NRA admits that an outside law firm was hired to review the Brewer firm's engagement in March 2019 and that the firm determined the engagement had been duly authorized. To the extent that the allegations in Paragraph 480 purport to require the NRA to admit or deny the content of additional legal advice sought from or work performed by the above-referenced law firm, the NRA declines to respond to such allegations on grounds of attorney-client privilege and the work product doctrine. To the extent a response is required, the NRA denies such allegations.

481. The NRA denies the allegations set forth in Paragraph 481 of the Amended Complaint.

482. To the extent the allegations in Paragraph 482 purport to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 482 purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 482 of the Amended Complaint, and therefore denies them.

483. The NRA admits that Mr. LaPierre raised concerns about North's relationship with Ackerman in 2018. The NRA states that others, including the employee whistleblowers referenced throughout the Amended Complaint, raised similar concerns. The NRA denies the remaining allegations set forth in Paragraph 483 of the Amended Complaint.

484. The NRA admits that Mr. LaPierre instructed North to cease and desist from attempts to interfere with certain work by the Brewer firm—including work related to North's employer, Ackerman—that gave rise to overt conflicts of interest for North (such legal matters, the "Conflict Matters"). The NRA denies that it prevented North from accessing Brewer invoices unrelated to the Conflict Matters, and states that North received detailed briefings from the Brewer firm on matters apart from the Conflict Matters. To the extent that the allegations in Paragraph 484 purport to characterize letters sent by LaPierre to North in March or April 2019, the NRA respectfully refers the Court to such letters for their complete and accurate contents. To the extent that the allegations in Paragraph 484 are inconsistent with the referenced documents, the NRA denies such allegations.

485. To the extent that the allegations in Paragraph 485 purport to characterize letters sent by LaPierre to North in February 2019, the NRA respectfully refers the Court to such letters for their complete and accurate contents. To the extent that the allegations in Paragraph 485 are inconsistent with the referenced documents, the NRA denies such allegations.

486. The NRA admits the allegations in the first sentence of Paragraph 486 of the Amended Complaint. Regarding allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it repeatedly requested, and was repeatedly denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 486 purporting to recount witnesses'

testimony, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 486 of the Amended Complaint.

487. To the extent that the allegations in Paragraph 487 purport to summarize or describe a letter dated April 25, 2019, the NRA respectfully refers the Court to such letter for its complete and accurate contents. To the extent that the allegations in Paragraph 487 are inconsistent with the referenced document, the NRA denies such allegations.

488. To the extent that the allegations in Paragraph 488 purport to summarize or describe the referenced letter, the NRA respectfully refers the Court to such letter for its complete and accurate contents. To the extent that the allegations in Paragraph 488 are inconsistent with the referenced document, the NRA denies such allegations.

489. The NRA admits that as of the date of this Answer North did not resign as an NRA member or NRA director. The NRA further admits that its Bylaws contemplate a process for involuntary termination from membership for cause. The NRA further admits that, in response to an Amended Complaint by an NRA member in good standing seeking the expulsion of North from the NRA membership pursuant to Article III Section 11 of the NRA's Bylaws, the Ethics Committee of the NRA Board reviewed the complainant's allegations and determined that they warrant North's expulsion if proved or were not contested. The NRA further admits that North through counsel was then advised that at the hearing, contemplated by its Bylaws, the complainant NRA member would be permitted to argue for North's expulsion from the NRA and North would be permitted to defend himself. The NRA further admits that North originally requested to have a hearing but later alleged that the hearing would violate New York law and that the NRA then sought, inter alia, a declaratory judgment, and that such litigation is ongoing but presently stayed. In that litigation, the NRA also seeks damages from North for violations of his fiduciary

and statutory duties to the NRA and for his conspiracy with others to violate such duties. The NRA further admits that the NRA asserted these claims against North based on his obstructive behavior to protect a lucrative contract with Ackerman and impede the NRA's compliance efforts and by being paid millions of dollars for making a documentary series he and Ackerman failed to deliver. In the litigation, the NRA also seeks a declaratory judgment that because North failed to resign from Ackerman in or around June 2019, he forfeited his position on the NRA Board. The NRA denies the remaining allegations in Paragraph 489 of the Amended Complaint.

490. To the extent that the allegations in Paragraph 490 purport to summarize or describe a letter dated July 22, 2019, the NRA respectfully refers the Court to such letter for its complete and accurate contents. To the extent that the allegations in Paragraph 490 are inconsistent with the referenced document, the NRA denies such allegations.

491. To the extent that the allegations in Paragraph 491 purport to summarize or describe a letter sent on August 1, 2019 by three former Board members to the NRA, the NRA respectfully refers the Court to such letter for its complete and accurate contents. To the extent that the allegations in Paragraph 491 are inconsistent with the referenced document, the NRA denies such allegations.

492. To the extent that Paragraph 492 purports to characterize the contents of "correspondence" or "social media posts" by outside directors, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of such allegations, and therefore denies them. The NRA denies the remaining allegations set forth in Paragraph 492 of the Amended Complaint.

493. The NRA admits that Board members resigned from the NRA's Board in or around summer of 2019. The NYAG does not specify to whose purported testimony the second sentence

of paragraph 493 refers; the NRA therefore has no knowledge or information sufficient to form a belief as to the accuracy of the allegation in the second sentence of Paragraph 493, and therefore denies the allegation.

494. The NRA denies the allegation in Paragraph 494 of the Amended Complaint.

495. The NRA denies the allegations set forth in Paragraph 495 of the Amended Complaint.

496. The allegations in Paragraph 496 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

497. To the extent that the allegations in Paragraph 497 purport to summarize or describe the Mission Statement of the NRA Audit Committee, the NRA respectfully refers the Court to the Mission Statement for its complete and accurate contents. To the extent that the allegations in Paragraph 497 are inconsistent with the referenced document, the NRA denies such allegations.

498. With respect to allegations in Paragraph 498 of the Amended Complaint purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 498 purporting to recount witnesses' testimony, and therefore denies such allegations.

499. With respect to allegations in Paragraph 499 purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was

denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations purporting to recount witness's testimony, and therefore denies such allegations in paragraph 499. The NRA denies the remaining allegations set forth in Paragraph 499 of the Amended Complaint.

500. With respect to allegations in Paragraph 500 of the Amended Complaint purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 500 purporting to recount witness's testimony, and therefore denies such allegations.

501. The NRA denies the allegations set forth in Paragraph 501 of the Amended Complaint.

502. With respect to allegations in Paragraph 502 of the Amended Complaint purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information

sufficient to form a belief as to the truth or falsity of allegations in Paragraph 502 purporting to recount witness's testimony, and therefore denies such allegations.

503. The allegations in Paragraph 503 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

504. The allegations in Paragraph 504 of the Amended Complaint purport to describe and/or summarize the contents of the Statement of Corporate Ethics, which speaks for itself. The NRA respectfully refers the Court to the Statement for its complete, accurate contents; to the extent that the allegations in Paragraph 504 are inconsistent with the referenced document, the NRA denies them.

505. The allegations in Paragraph 505 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 505 of the Amended Complaint except admits that members of its Audit Committee were aware of the whistleblowers' concerns.

506. With respect to allegations in paragraph 506 purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 506 purporting to recount witnesses' testimony,

and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 506 of the Amended Complaint.

507. The NRA admits that a group of employee whistleblowers compiled a document titled “List of Top Concerns for the Audit Committee” which they presented to the Audit Committee in July 2018. To the extent that Paragraph 507 purports to characterize the referenced memorandum, the NRA states that the memorandum speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 507 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 507 of the Amended Complaint.

508. The NRA admits that the Audit Committee held a meeting on August 30, 2018 and that it regards the referenced employees as whistleblowers who raised their concerns with the Audit Committee pursuant to the NRA whistleblower policy. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG’s transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 508 purporting to recount witnesses’ testimony, and therefore denies such allegations. The NRA denies that the meeting of the Audit Committee of the NRA Board of Directors which occurred on July 30, 2018, constituted or was denominated as an “emergency” meeting.

509. With respect to allegations in Paragraph 509 of the Amended Complaint purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states

that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in paragraph 509 purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA states the Audit Committee's meeting ran several hours longer than expected. The NRA states that the Audit Committee chair was aware serious whistleblower concerns would be, and were, raised at the meeting, and dedicated substantial time and attention to investigating and addressing them.

510. To the extent that Paragraph 510 purports to characterize the content of a personal statement, the NRA states that the statement speaks for itself. The NRA respectfully refers the Court to such document for its complete and accurate contents; to the extent that the allegations in Paragraph 510 are inconsistent with the referenced document, the NRA denies them. The NRA values the whistleblower for her diligence and courage, and states that she subsequently received a significant promotion.

511. To the extent that Paragraph 511 purports to characterize the Report of the Audit Committee dated September 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 511 are inconsistent with the referenced document, the NRA denies them. The NRA admits that certain previous Audit Committee reports contained the notation "there were no instances of whistleblowing reported," and that no such annotation appeared with respect to the July 30, 2018 meeting, wherein whistleblowing occurred. The NRA denies the remaining allegations set forth in Paragraph 511 of the Amended Complaint.

512. The NRA denies the allegations set forth in Paragraph 512 of the Amended Complaint.

513. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 513 purporting to recount witnesses' testimony, and therefore denies such allegations. To the extent that Paragraph 513 alleges any intentional or knowing inaccuracy in the Report of the Audit Committee documenting the Committee's July 30, 2018, meeting, the NRA denies such allegations. The NRA states that RSM met repeatedly with the Audit Committee during the third quarter of 2018 in advance of the filing of the NRA's 2017 Form 990, and states that attendee notes from the referenced meeting specifically note RSM's presence. The NRA states that if RSM was not in attendance, any erroneous reference to RSM's attendance was unintentional. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 513 of the Amended Complaint, and therefore denies them.

514. The NRA admits that RSM corresponded with and interviewed Audit Committee members and finance staff, including multiple NRA Whistleblowers, during 2018. The NRA further admits that certain NRA staff were well aware of the whistleblowers' concerns. With respect to allegations in Paragraph 514 concerning RSM's work papers, the NRA lacks information sufficient to form a belief as to the truth or falsity of such allegations, and therefore

denies them. The NRA denies the remaining allegations set forth in Paragraph 514 of the Amended Complaint.

515. The NRA denies the allegations set forth in Paragraph 515 of the Amended Complaint.

516. With respect to allegations in Paragraph 516 purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 516 purporting to recount witness testimony, and therefore denies such allegations. To the extent that the allegations in Paragraph 516 purport to require the NRA to admit or deny the content of legal advice sought by counsel, work performed by counsel, or other privileged matter, the NRA declines to respond to such allegations on grounds of attorney-client privilege, the work product doctrine and the trial preparation privilege. To the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 516 of the Amended Complaint.

517. The NRA denies the allegations set forth in Paragraph 517 of the Amended Complaint.

518. To the extent Paragraph 518 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy, the NRA states that the Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 518 are inconsistent with the referenced

document, the NRA denies them. In addition, to the extent that allegations in Paragraph 518 set forth legal conclusions, no response is required. To the extent a response is required, the NRA denies the allegations.

519. To the extent Paragraph 519 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy, the NRA states that the Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 519 are inconsistent with the referenced document, the NRA denies them. In addition, to the extent that allegations in Paragraph 519 set forth legal conclusions, no response is required. To the extent a response is required, the NRA denies the allegations.

520. To the extent Paragraph 520 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy, the NRA states that the Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 520 are inconsistent with the referenced document, the NRA denies them. To the extent that the allegations in Paragraph 520 purport to characterize New York law, they constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

521. To the extent Paragraph 521 purports to describe and/or summarize the contents of the NRA Conflict of Interest and Related Party Transaction Policy, the NRA states that the Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 521 are inconsistent with the referenced document, the NRA denies them. To the extent that the allegations in Paragraph 521 purport to

characterize New York law, they constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations.

522. The allegations in Paragraph 522 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

523. The NRA denies the allegations set forth in Paragraph 523 of the Amended Complaint.

524. The NRA admits that in September 2016, the Audit Committee reviewed transactions in approximately the designated amounts. To the extent the allegations in Paragraph 524 apparently paraphrase a specific document, the NRA respectfully refers the Court to the document for its full, complete, and accurate contents and context. Moreover, to the extent the document is inconsistent with the allegations, the NRA denies them.

525. To the extent that Paragraph 525 purports to characterize the Report of the Audit Committee dated September 2016, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 525 are inconsistent with the referenced document, the NRA denies them.

526. The NRA admits that during 2017, the Audit Committee reviewed and ratified transactions in approximately the designated amounts. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 526 of the Amended Complaint, and therefore denies them. To the extent the allegations in Paragraph 526 apparently paraphrase a specific document, the NRA respectfully refers the Court

to the document for its full, complete, and accurate contents and context. Moreover, to the extent the document is inconsistent with the allegations, the NRA denies them.

527. To the extent that Paragraph 527 purports to characterize the Report of the Audit Committee dated September 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 527 are inconsistent with the referenced document, the NRA denies them.

528. To the extent that Paragraph 528 purports to characterize the Report of the Audit Committee dated September 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 528 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 528 of the Amended Complaint.

529. To the extent that Paragraph 529 purports to characterize the Report of the Audit Committee dated September 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 529 are inconsistent with the referenced document, the NRA denies them.

530. The NRA admits that the Audit Committee did not review a copy of the North-Ackerman contract prior to its execution and was not aware of its material terms. To the extent that the allegations in Paragraph 530 purport to characterize the requirements of New York law, they constitute legal conclusions to which no response is required; to the extent a response is

required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 530 of the Amended Complaint.

531. The NRA admits that the Audit Committee reviewed what it believed to be a summary of the contract's material terms. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 531 purporting to recount witnesses' testimony, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 531 of the Amended Complaint.

532. To the extent that Paragraph 532 purports to characterize the Report of the Audit Committee dated September 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 532 are inconsistent with the referenced document, the NRA denies them. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or

falsity of allegations in Paragraph 532 purporting to recount witness testimony, and therefore denies such allegations.

533. The NRA admits that Ackerman ultimately invoiced the NRA for the entire cost of North's employment contract, including salary, benefits, and perquisites, irrespective of whether North actually filmed the video documentary series contemplated by the purported summary of material terms which the Audit Committee reviewed. The NRA states that this was a subject of litigation between the NRA and Ackerman. The NRA denies the remaining allegations set forth in Paragraph 533 of the Amended Complaint.

534. To the extent that Paragraph 534 purports to characterize the Report of the Audit Committee dated September 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 534 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 534 of the Amended Complaint.

535. To the extent that Paragraph 535 purports to characterize the Reports of the Audit Committee dated April 28, 2019 and May 30, 2019, the NRA states that the Reports speak for themselves. The NRA respectfully refers the Court to such documents for their complete, accurate contents; to the extent that the allegations in Paragraph 535 are inconsistent with the referenced document, the NRA denies them. To the extent the allegations in Paragraph 535 state legal conclusions, no response if required. If a response is required, the NRA denies the allegations. The NRA denies the remaining allegations set forth in Paragraph 535 of the Amended Complaint.

536. The NRA denies the allegations set forth in Paragraph 536 of the Amended Complaint.

537. The allegations in Paragraph 537 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

538. The allegations in Paragraph 538 of the Amended Complaint purport to describe and/or summarize the contents of Audit Committee Charter, which speaks for itself. The NRA respectfully refers the Court to the Audit Committee Charter for its complete, accurate contents; to the extent that the allegations in Paragraph 538 are inconsistent with the referenced document, the NRA denies them.

539. The NRA admits that RSM was the NRA's external auditor between 2008 and 2019. The allegations in Paragraph 539 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 539 of the Amended Complaint.

540. The allegations in Paragraph 540 of the Amended Complaint purport to describe and/or summarize the contents of Audit Committee Charter, which speaks for itself. The NRA respectfully refers the Court to the Audit Committee Charter for its complete, accurate contents; to the extent that the allegations in Paragraph 540 are inconsistent with the referenced document, the NRA denies them. The NRA denies the remaining allegations of Paragraph 540 of the Amended Complaint.

541. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 541 of the Amended Complaint, and therefore denies them.

542. The NRA denies the allegation that the Audit Committee never communicated anything to RSM about passthrough expenses incurred through Ackerman. The NRA lacks

knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 542 of the Amended Complaint, and therefore denies them.

543. To the extent that the allegations in Paragraph 543 purport to excerpt or characterize deposition testimonies, the NRA respectfully refers the Court to the transcripts of such testimonies for their complete and accurate contents; to the extent that the allegations in Paragraph 543 are inconsistent with the referenced documents, the NRA denies them.

544. To the extent that the allegations in Paragraph 544 purport to excerpt or characterize deposition testimonies, the NRA respectfully refers the Court to the transcripts of such testimonies for their complete and accurate contents; to the extent that the allegations in Paragraph 544 are inconsistent with the referenced documents, the NRA denies them. With respect to allegations concerning RSM's work papers, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of such allegations, and therefore denies them.

545. The NRA denies the allegations set forth in Paragraph 545 of the Amended Complaint.

546. With respect to allegations in Paragraph 546 of the Amended Complaint purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 546 purporting to recount witness testimony, and therefore denies such allegations.

547. With respect to allegations in Paragraph 547 of the Amended Complaint purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 547 purporting to recount witness testimony, and therefore denies such allegations.

548. The allegations in Paragraph 548 of the Amended Complaint purport to characterize audit-planning presentations delivered by RSM, which speak for themselves. The NRA respectfully refers the Court to the presentations for their complete, accurate contents; to the extent that the allegations in Paragraph 548 are inconsistent with the referenced documents, the NRA denies them.

549. The NRA admits that the Audit Committee relied on RSM to perform applicable tests as part of its annual audit. With respect to allegations purporting to characterize testimony elicited by the NYAG in the course of its investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 549 purporting to recount witness testimony, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 549 of the Amended Complaint.

550. The NRA denies the allegations set forth in Paragraph 550 of the Amended Complaint.

551. The allegations in Paragraph 551 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

552. The allegations in Paragraph 552 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

553. The NRA denies the allegations set forth in Paragraph 553 of the Amended Complaint.

554. Paragraph 554 purports to characterize testimony elicited by the NYAG during the course of her investigation. The NRA states that such testimony was elicited subject to substantial COVID-19 precautions which could reasonably be expected to impede accurate transcription; for example, the testimony referenced here was conducted by videoconference, with the witness situated in a remote area and tasked with printing and organizing his own exhibits. The NRA further states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the accuracy of allegations in Paragraph 554 purporting to characterize or excerpt the referenced testimony, and on that basis denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 554 of the Amended Complaint.

555. To the extent that the allegations in Paragraph 555 purport to excerpt or characterize deposition testimonies, the NRA respectfully refers the Court to the transcripts of such testimonies

for their complete and accurate contents; to the extent that the allegations in Paragraph 555 are inconsistent with the referenced documents, the NRA denies them.

556. The NRA admits that outside counsel participated in formulating, and Mr. Frazer and Mr. Powell at times participated in delivering, compliance training presentations. The NRA denies the remaining allegations set forth in Paragraph 556 of the Amended Complaint.

557. The NRA denies the allegations set forth in Paragraph 557 of the Amended Complaint.

558. The NRA denies the allegations set forth in Paragraph 558 of the Amended Complaint.

559. With respect to allegations in Paragraph 559 purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations in Paragraph 559 purporting to recount witness testimony, and therefore denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 559 of the Amended Complaint.

560. To the extent Paragraph 560 purports to characterize the NRA Conflict of Interest and Related Party Transaction Policy, the NRA states that the Policy speaks for itself, and respectfully refers the Court to such document for its complete, accurate contents. To the extent that the allegations in Paragraph 560 are inconsistent with the referenced document, the NRA denies them. The NRA lacks knowledge or information sufficient to form a belief as to the truth

or falsity of the remaining allegations set forth in Paragraph 560 of the Amended Complaint, and therefore denies them.

561. With respect to allegations in Paragraph 561 purporting to characterize testimony elicited by the NYAG in the course of her investigation, the NRA states that it requested, and was denied, the opportunity to identify and rectify errata in the NYAG's transcripts, and further states that many witnesses testified subject to COVID-19 precautions such as masking, social distancing, and/or videoconference which would be reasonably expected to diminish the accuracy of transcripts. Accordingly, the NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of allegations purporting to recount witness testimony, and therefore denies such allegations. To the extent that the allegations in Paragraph 561 purport to characterize New York law, they constitute legal conclusions to which no response is required; to the extent a response is required, the NRA denies such allegations. The NRA denies the remaining allegations set forth in Paragraph 561 of the Amended Complaint.

562. The NRA denies the first sentence of Paragraph 562 of the Amended Complaint. The NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the second sentence of Paragraph 562 of the Amended Complaint, and therefore denies them. To the extent Paragraph 562 purports to characterize the Report of the Audit Committee regarding the meeting on July 30, 2018, the NRA states that such document speaks for itself. The NRA respectfully refers the Court to such document for its complete, accurate contents; to the extent that the allegations in Paragraph 562 are inconsistent with the referenced document, the NRA denies them. The NRA states that the Chair of the Audit Committee was provided with a copy of the Top Concerns memorandum after the meeting; with respect to the allegation that he did not receive his copy from, specifically, the Vice Chair, the

NRA lacks knowledge or information sufficient to form a belief as to the truth or falsity of such allegation, and therefore denies them. The NRA denies the remaining allegations set forth in Paragraph 562 of the Amended Complaint.

563. The allegations in Paragraph 563 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

564. The allegations in Paragraph 564 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

565. To the extent that Paragraph 565 purports to characterize NRA's CHAR500s for the referenced years, the NRA states that the documents speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 546 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 565 of the Amended Complaint.

566. The NRA denies the allegations set forth in Paragraph 566 of the Amended Complaint.

567. To the extent that Paragraph 567 purports to characterize NRA's CHAR500s for the referenced years, the NRA states that the documents speak for themselves and respectfully refers the Court to such documents for their complete and accurate contents. To the extent that the allegations in Paragraph 567 are inconsistent with the referenced documents, the NRA denies them. The NRA denies the remaining allegations set forth in Paragraph 567 of the Amended Complaint.

568. The allegations in Paragraph 568 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

569. The allegations in Paragraph 569 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

570. The allegations in Paragraph 570 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

571. The allegations in Paragraph 571 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

572. The allegations in Paragraph 572 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

573. The allegations in Paragraph 573 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

574. The allegations in Paragraph 574 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

575. The allegations in Paragraph 575 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

576. The NRA admits the allegations set forth in Paragraph 576 of the Amended Complaint.

577. The NRA denies the allegations set forth in Paragraph 577 of the Amended Complaint.

578. The allegations in Paragraph 578 of the Amended Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

579. No response is called for by Paragraph 579 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 578 as if fully set forth herein.

580. The NRA admits that the Attorney General commenced this action on August 6, 2020. The NRA admits that it has undertaken a compliance review and remediation process and that it did so under the direction of its Executive Vice President and CEO Wayne LaPierre and its Board of Directors. The NRA, however, denies that the review and the remediation did not begin until after the Attorney General commenced this action. To the contrary, the NRA embarked upon a compliance review and remediation—to which the NRA's has referred as “course correction”—long before the Attorney General commenced her investigation of the NRA. The NRA denies that its undertaking of the compliance review and remediation process is merely “purported.” The NRA denies the remainder of the allegations set forth in Paragraph 580 of the Amended Complaint.

581. The NRA admits that in or around late 2019, it retained Aronson LLC as, among other things, the NRA's external auditor and to assist the NRA in preparation of its IRS Form 990 and other regulatory filings. The NRA denies the remaining allegations set forth in Paragraph 581 of the Amended Complaint.

582. The NRA lacks knowledge or information sufficient to form a belief as to the truth of the allegation set forth in Paragraph 582 of the Amended Complaint and therefore denies such the allegation.

583. The allegations in Paragraph 583 of the Amended Complaint purport to characterize statements in certain documents. The NRA therefore respectfully refers the court to these documents for their full, complete, and accurate contents. To the extent the allegations in Paragraph 583 are inconsistent with such documents, the NRA denies such allegations.

584. The NRA admits that it has received clean audit opinions from both RSM and Aronson, in which the outside auditors concluded that the NRA's financial statements fairly and accurately reflected in material respects its financial condition. The remaining allegations in Paragraph 584 of the Amended Complaint appear to be based on documents prepared by Aronson. Those documents speak for themselves and the NRA respectfully refers the court to the documents for their full, complete, and accurate contents. Furthermore, the NRA denies the allegations set forth in Paragraph 584 of the Amended Complaint to the extent they are inconsistent with the documents.

585. The NRA admits that it received clean audit opinions from RSM. To the extent the remaining allegations set forth in Paragraph 585 of the Amended Complaint are based on testimony of its officers or directors, the NRA respectfully refers the court to their testimony for full, complete, and accurate contents of their testimony. Furthermore, the NRA denies the

allegations set forth in Paragraph 585 of the Amended Complaint to the extent they are inconsistent with such testimony.

586. The NRA denies the allegation set forth in Paragraph 586 of the Amended Complaint.

587. The NRA admits the allegations set forth in Paragraph 587 of the Amended Complaint.

588. To the extent that the allegations of paragraph 588 purport to characterize or paraphrase a letter from Aronson, the NRA respectfully refers the court to the text of the letter for its full, complete, and accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the letter.

589. The NRA admits that on or about November 17, 2020, the NRA filed its IRS Form 990 for 2019 with the IRS and the NYAG. The NRA admits that the Form 990 contains various schedules, including Schedules J and L. The allegations concerning what the Form 990 filing requires constitute legal conclusions to which no response is required; to the extent a response is required, the NRA respectfully refers the Court to the instructions to the IRS Form 990 for their complete, accurate contents.

590. The NRA admits that in past years RSM signed the NRA's Form 990. The NRA admits that it retained Aronson to, among other things, assist in preparing the NRA's federal and state information and tax returns for the year ended December 31, 2019. The NRA denies the remaining allegations set forth in Paragraph 590 of the Amended Complaint.

591. The NRA admits that its Form 990 was in past years signed on behalf of the NRA by the NRA's Treasurer and CFO and that its Treasurer and CFO did not sign the NRA's Form 990 for year ending December 31, 2019. The NRA does not have sufficient facts or information to

form a belief as to the then-Treasurer's "original inten[tion]" or the reasons why he did not sign the Form 990. The NRA denies that its Treasurer and CFO was not able to verify the accuracy of any disclosures set form in the Form 990.

592. The NRA denies that several of its Board were "routinely" traveling first class or that their travel violated NRA policy. The NRA also denies the allegations set forth in Paragraph 592 in the Amended Complaint as to what a diligence process undertaken by the then-Treasurer and CFO led him to uncover. The NRA admits that it answered "No" to certain questions in its 2019 IRS Form 990. The NRA denies the remaining allegations set forth in Paragraph 592 of the Amended Complaint.

593. The NRA admits that on or about November 11, 2020, the then-Treasurer and CFO of the NRA sent an email message to his staff and others. The NRA denies the remaining allegations set forth in the first sentence of Paragraph 593 of the Amended Complaint. To the extent the second sentence of Paragraph 593 quotes from the email message sent by the NRA's then-Treasurer and CFO, the email message and the surrounding email thread speak for themselves and the NRA respectfully refers the court to the document for its complete, accurate contents. Furthermore, the NRA denies the allegations in Paragraph 593 of the Amended Complaint to the extent that they are inconsistent with the document.

594. The NRA admits that its then-Treasurer and CFO knew before the November 16, 2020 filing deadline that the NRA's 2019 Form 990 would include disclosures regarding potential excess benefits. The last sentence of Paragraph 594 in the Amended Complaint states a legal conclusion to which no response is required. To the extent a response is required, the NRA denies the allegation. The NRA denies the remaining allegations set forth in Paragraph 594 of the

Amended Complaint, including the allegation that the then-Treasurer and CFO was denied access to underlying information that supported the calculations in the NRA's disclosure.

595. The NRA admits that in connection with the preparation of the NRA's 2019 Form 990, its then-Treasurer and CFO requested certifications from various individuals and that certain of the requested certifications were not provided. The NRA denies the remaining allegations set forth in Paragraph 595 of the Amended Complaint. In addition, to the extent the allegations in Paragraph 595 of the Amended Complaint purport to characterize the then-Treasurer and CFO's written communications with other individuals, the NRA respectfully refers the court to the relevant communications for their complete and accurate contents and denies the allegations set forth in paragraph 595 to the extent they are inconsistent with such communications.

596. The NRA lacks knowledge or information sufficient to form a belief about the reason why its then-Treasurer and CFO did not sign its Form 990 by the filing deadline. The NRA admits that its Executive Vice President and CEO Wayne LaPierre signed its Form 990 for 2019. The NRA denies that this was a "departure" from the NRA's prior practice.

597. The NRA admits that its Board of Directors met on or about January 7, 2021 and that certain of the NRA's officers, including but not limited to its then-Treasurer and CFO, were not asked to attend the meeting. The NRA denies all other allegations set forth in Paragraph 597 of the Amended Complaint.

598. To the extent the allegation in the first and second sentences of Paragraph 598 of the Amended Complaint purport to paraphrase or characterize testimony of the NRA's former Treasurer and CFO, the NRA respectfully refers the court to the transcript of that testimony for its complete and accurate contents and denies the allegation to the extent it is inconsistent with his and other witnesses' testimony. The NRA admits that the individual who was appointed in 2021

to serve as the NRA's interim CFO was also elected—at an NRA Board of Directors meeting on or about May 2, 2021, to become the NRA's Treasurer. The NRA denies the remaining allegations set forth in Paragraph 598 of the Amended Complaint.

599. The NRA admits that on or about January 29, 2021, an email message was circulated within the NRA and that it announced the departure of its former Treasurer and CFO. To the extent the first sentence in Paragraph 599 of the Amended Complaint attempts to characterize the content of a written communication, the NRA respectfully refers the Court to the document for its complete, accurate contents and denies the allegations to the extent they are inconsistent with the communication. The second sentence in Paragraph 599 of the Amended Complaint purports to quote from statements made by Wayne LaPierre at a meeting of the NRA's creditors held pursuant to 11 U.S.C. 341. The NRA therefore respectfully refers the court to the transcript of that meeting for its complete, accurate contents and denies the allegations to the extent they are inconsistent with the transcript. The NRA denies the allegation set forth in the third sentence of Paragraph 599 of the Amended Complaint. The last sentence in Paragraph 599 of the Amended Complaint purports to quote from testimony of the NRA's former Treasurer and CFO. The NRA therefore respectfully refers the Court to the transcript of that testimony for its complete, accurate contents and denies the allegation to the extent it is inconsistent with that or the individual's subsequent testimony.

600. The first sentence of Paragraph 600 of the Amended Complaint refers to the disclosure by the NRA in its 2019 Form 990; the NRA therefore respectfully refers the court to the filing for its complete, accurate contents. The NRA denies the second sentence of paragraph 600 of the Amended Complaint.

601. The NRA denies the allegation set forth in Paragraph 601 of the Amended Complaint. The NRA does not possess facts or information sufficient to form a belief as to how the IRS describes a “diversion.” To the extent the second sentence in Paragraph 601 purports to quote from a document published by the IRS, the document speaks for itself and the NRA respectfully refers the court to the document for its complete, accurate contents.

602. With respect to the first sentence of Paragraph 602 of the Amended Complaint, the NRA admits that Schedule L to its 2019 Form 990 referred to Wayne LaPierre, Joshua Powell, Oliver North, and Christopher Cox. With respect to the balance of allegations in Paragraph 602 of the Amended Complaint, they purport to quote from, paraphrase and characterize statements in the NRA's 2019 Form 990. The NRA therefore respectfully refers the court to the Form 990 for its complete, accurate contents and denies the allegations to the extent they are inconsistent with the disclosure.

603. The allegation in Paragraph 603 of the Amended Complaint purports to paraphrase and characterize statements in the NRA's 2019 Form 990. The NRA therefore respectfully refers the court to the Form 990 for its complete, accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the Form 990.

604. The NRA admits that it asserted claims against former Executive Director of NRA-ILA in a confidential arbitration and that he denied the allegations asserted against him in the arbitration. To the extent the allegations in Paragraph 604 of the Amended Complaint purport to reflect statements in the NRA's 2019 Form 990, the NRA respectfully refers the court to the regulatory disclosure for its complete, accurate contents and denies the allegations to the extent they are inconsistent with the disclosure. The NRA denies the remaining allegations set forth in Paragraph 604 of the Amended Complaint.

605. The NRA denies the allegations set forth in Paragraph 605 of the Amended Complaint.

606. The NRA denies the allegations set forth in Paragraph 606 of the Amended Complaint.

607. The NRA admits that it entered in contracts with Allegiance, Concord, and MMP and that it entered into such contracts in 2011. The last two sentences of Paragraph 607 of the Amended Complaint purport to describe the terms of written contracts, which speak for themselves; the NRA therefore respectfully refers the court to the contracts for their full, accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the contracts.

608. The NRA denies the allegations set forth in Paragraph 608 of the Amended Complaint.

609. The NRA admits that in the course of its course correction, compliance review, and remediation process, it sent letters to dozens of its vendors, including the MMP entities. To the extent the allegations in Paragraph 609 of the Amended Complaint purport to characterize the NRA's written communications to the MMP entities, which speak for themselves, the NRA respectfully refers the court to the documents for their complete, accurate content. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the documents. The NRA lacks facts and information sufficient to form a belief as to the remainder of the allegations set forth in Paragraph 609 of the Amended Complaint.

610. To the extent the allegations in Paragraph 610 of the Amended Complaint refer to statements in the NRA's filing with the Bankruptcy Court, that filing speaks for itself and the NRA respectfully refers the court to the relevant court filing for its full, accurate contents. Furthermore,

the NRA denies the allegations to the extent they are inconsistent with filing. The NRA also otherwise denies the allegations set forth in Paragraph 610 of the Amended Complaint.

611. The NRA denies the allegations set forth in Paragraph 611 of the Amended Complaint.

612. To the extent the allegations in Paragraph 612 of the Amended Complaint purport to characterize contents of a contract, that contract speaks for itself and the NRA respectfully refers the court to the full copy of the document for its full, complete, and accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the document. The NRA denies the remainder of allegations set forth in Paragraph 612 of the Amended Complaint.

613. To the extent the allegations in Paragraph 613 purport to characterize contents of a contract, that contract speaks for itself and the NRA respectfully refers the court to the full text of the contract for its complete, accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the contract. The NRA denies the remainder of the allegations set forth in Paragraph 613 of the Amended Complaint.

614. The NRA denies the allegations set forth in Paragraph 614 of the Amended Complaint.

615. The NRA admits the allegations set forth in the first sentence of Paragraph 615 of the Amended Complaint. The NRA admits that Sea Girt is a for-profit Texas-domiciled company and is wholly owned by the NRA. The NRA denies, however, that Sea Girt is a "shell company." The NRA admits the allegation set forth in the third sentence of paragraph 615 of the Amended Complaint.

616. The NRA admits that the decision to file the chapter 11 petition was made and approved by the NRA's Executive Vice President and CEO Wayne LaPierre and the Special Litigation Committee of the NRA's Board of Directors. The NRA denies the allegation in Paragraph 616 that the decision to file for chapter 11 protection was made without consulting with anyone other than those individuals enumerated in the second sentence of Paragraph 616 of the Amended Complaint. The NRA also notes that the subject matter of the NRA's communications with its inhouse or outside counsel is subject to various privileges, including the attorney-client communication privilege, the attorney work product privilege, and the trial preparation privilege. As a result, no response is required with regard to the allegation that the NRA's officers consulted with outside counsel with regard to a particular matter. The third sentence of Paragraph 616 of the Amended Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the NRA denies the allegation.

617. The NRA admits that the Special Litigation Committee is a committee of its Board of Directors and that the committee was formed in or around September 2020 to, among other things, oversee certain pending litigation, including this Action. The NRA denies that the purpose for the formation of the Special Litigation Committee is merely "purported." The NRA admits that the members of the Special Litigation Committee are Carolyn Meadows, Charles Cotton, and Willes Lee. The last sentence and the block quote in Paragraph 617 of the Amended Complaint quote from a document, which speaks for itself. Therefore, the NRA respectfully refers the court to the document for its full, accurate contents and denies the allegations to the extent they are inconsistent with the document.

618. The NRA admits that Wayne LaPierre and John Frazer recused themselves from certain matters because they are named as defendants in this action.

619. The NRA admits the allegation set forth in Paragraph 619 of the Amended Complaint. To the extent the last sentence and the block quote in Paragraph 619 of the Amended Complaint purport to characterize and quote from a resolution, the resolution speaks for itself and the NRA respectfully refers the court to the text of the resolution of its complete, accurate contents. Moreover, the NRA denies the allegations to the extent they are inconsistent with the text of the resolution.

620. The NRA denies the allegations set forth in Paragraph 620 of the Amended Complaint.

621. The NRA admits that on or about January 7, 2021, the NRA's Board of Directors approved an agreement between the NRA and Wayne LaPierre. To the extent the allegation in Paragraph 621 purports to characterize an agreement, the agreement speaks for itself and the NRA respectfully refers the court to the agreement for its full, complete, and accurate contents. Moreover, the NRA denies the allegations to the extent they are inconsistent with the agreement. Also, to the extent the allegation in Paragraph 621 calls for a legal conclusion, no response is required. The NRA admits, however, that the agreement specifically enumerates a non-exhaustive list of authority granted to Wayne LaPierre by the NRA's Board of Directors and such authority specifically includes "corporate authority in furtherance of the mission and interests if the NRA, including without limitation to reorganize or restructure the affairs of the Association for purposes of cost minimization, regulatory compliance or otherwise."

622. To the extent the agreement between the NRA and its Executive Vice President and CEO contains certain language, the agreement speaks for itself; the NRA therefore respectfully refers the court to the full text of the agreement for its complete, accurate contents and denies the allegation in Paragraph 622 to the extent it is inconsistent with the agreement.

623. The allegation in Paragraph 623 of the Amended Complaint purports to characterize testimony by the NRA's Executive Vice President and CEO Wayne LaPierre. Such testimony speaks for itself, and the NRA respectfully refers the court to the full transcript of such testimony for its complete, accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the testimony.

624. It is not clear to whose intention the allegation in Paragraph 624 refers. Therefore, the NRA has no knowledge or information upon which to form a belief as to the accuracy of the allegation. Moreover, to the extent the allegation purports to state a legal conclusion, no response is required.

625. The NRA denies the allegations set forth in Paragraph 625 of the Amended Complaint.

626. The NRA admits the allegation in the first sentence of Paragraph 626 of the Amended Complaint. The NRA denies the allegations set forth in the second sentence of Paragraph 626 of the Amended Complaint. The last sentence in Paragraph 626 appears to refer to a prior statement by the NRA's former First Vice President—and its present President—Charles Cotton. The statement to which the allegation refers speaks for itself. Therefore, the NRA respectfully refers the court to the full statement for its complete, accurate contents and context and denies the allegations to the extent they are inconsistent with the statement.

627. The NRA admits the allegations set forth in the first sentence of Paragraph 627 of the Amended Complaint. The second sentence of Paragraph 627 calls for a legal conclusion, which does not require a response. To the extent a response is required, the NRA denies the allegation.

628. The NRA denies the allegations set forth in Paragraph 628 of the Amended Complaint.

629. The NRA admits that not every member of its 76-member Board knew, before the bankruptcy filing, that the NRA was intending to file for chapter 11 protection. The second sentence of Paragraph 629 of the Amended Complaint refers to alleged statements by “several board members” and purports to characterize the meaning of such statements. The NYAG does not specify to what statements she refers in that sentence. As a result, the NRA does not have sufficient facts or information upon which to form a belief as to the NYAG’s allegations about what “several” Board members purportedly asserted. In any case, to the extent the second sentence of Paragraph 629 of the Amended Complaint refers to written records, those records speak for themselves and the NRA respectfully refers the court to those records for their full, complete, and accurate contents and context. Furthermore, the NRA denies the allegations to the extent they are inconsistent with such records. With regard to the third sentence of Paragraph 629 of the Amended Complaint, the NRA admits that on or about January 15, 2021, John Frazer received an email message from a Board member about the bankruptcy filing. To the extent the third sentence purports to quote from the email message, the NRA notes that the email message speaks for itself and respectfully refers the court to the email message for its full, complete, and accurate content and context. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the email message. The NRA admits that, on or about January 19, 2021, the Board member who sent the email message discussed in the third sentence of paragraph 629 of the Amended Complaint resigned from the NRA's Board of Directors. However, the NRA denies that the Board member was not “able to effectively perform the duties of a director.” The NRA does not have knowledge or other information upon which it can form a belief about what the Board member believed. Lastly, to the extent the last sentence of Paragraph 629 of the Amended Complaint quotes from a written communication from a Board member, the communication speaks for itself and the NRA

respectfully refers the court to the full text of that communication for its full, complete, and accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the communication.

630. The NRA's Board of Directors consists of 76 Board members. The allegation in Paragraph 630 in the Amended Complaint does not identify the Board members to which it purports to refer. Therefore, the NRA does not have knowledge or information upon which to form a belief as to the accuracy of the allegation in the first sentence of paragraph 630 of the Amended Complaint. The second sentence of paragraph 630 of the Amended Complaint appears to paraphrase and characterize testimony by a Board member, which speaks for itself. Therefore, the NRA respectfully refers the court to the full transcript of that testimony for its full, complete, and accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the testimony.

631. The NRA does not have sufficient facts or other information upon which to form a belief as to whether the allegation in Paragraph 631 is accurate; therefore, the NRA denies the allegation. Moreover, to the extent the allegation asserts a legal conclusion as to the approvals required for the NRA's chapter 11 filing, no response is required. To the extent a response is required and to the extent the NYAG alleges that the chapter 11 petition was filed without proper approval, the NRA denies such allegation.

632. The NRA denies the allegations in the first sentence of Paragraph 632 of the Amended Complaint. The NRA does not have knowledge or information upon which to form a belief as to the accuracy of the second sentence of Paragraph 632 of the Amended Complaint. Therefore, the NRA denies the allegation.

633. The NRA does not possess knowledge or other information upon which it can form a belief as to the accuracy of the allegation set forth in Paragraph 633 of the Amended Complaint. Therefore, the NRA denies the allegation.

634. The NRA does not possess sufficient knowledge or other information upon which it can form a belief as to the accuracy of the allegations set forth in Paragraph 634 of the Amended Complaint. Therefore, the NRA denies the allegations. To the extent the allegations imply that John Frazer's approval of the payment to the NRA's bankruptcy counsel was required, the allegation states a legal conclusion to which no response is required. To the extent a response is required, the NRA denies the allegation.

635. The NRA denies the allegation set forth in the first sentence of Paragraph 635 in the Amended Complaint. The NRA denies the allegation set forth in the second sentence of Paragraph 635 of the Amended Complaint. The NRA admits that the purpose of the \$5 million wire transfer was to pay legal fees and costs in connection with the NRA's bankruptcy. The NRA denies the remaining allegations set forth in the third sentence of paragraph 635 of the Amended Complaint. The NRA denies the allegation set forth in the fourth sentence of Paragraph 635 of the Amended Complaint. Moreover, to the extent that allegation purports to quote from the former Treasurer and CFO's statement, such a statement speaks for itself and the NRA respectfully refers the court to the full statement for full, complete, and accurate contents of the statement. The NRA denies the allegation set forth in the last sentence of Paragraph 635 of the Amended Complaint. Moreover, to the extent that sentence asserts a legal conclusion, no response is required.

636. The NRA does not have sufficient facts or other information upon which to form a belief as to the accuracy of the allegations set forth in Paragraph 636 of the Amended Complaint. The NRA therefore denies the allegations.

637. The NRA admits that it filed for bankruptcy based on its belief that, by filing this lawsuit, the Attorney General of the state of New York was misusing her authority to deliver on a campaign promise—made while she ran for office in 2018—that, if elected, she would “take down” the NRA whom she accused of being a “weapon of deadly propaganda” and with whose political speech she said she disagreed. The NRA further admits that it filed for bankruptcy because, when on August 6, 2020, the Attorney General filed this action, the Attorney General did not stop at seeking remedies sufficient to address the misconduct that she alleged; rather, consistent with her campaign promise, she sought to dissolve the NRA. The NRA further admits that it filed for bankruptcy because the NRA believed that the Attorney General failed to state facts sufficient to support the drastic relief she sought. In fact, in her filings before the Bankruptcy Court, she conceded that she was required to show public harm to obtain dissolution; yet her complaint in this action contained no allegations of public harm. To the extent that the allegation in paragraph 637 of the Amended Complaint asserts that the foregoing was proper “regulatory oversight,” the NRA denies such an allegation.

638. The allegations in Paragraph 638 of the Amended Complaint refer to testimony of the NRA's Executive Vice President and CEO Wayne LaPierre. That testimony speaks for itself. Therefore, the NRA respectfully refers the court to the full transcript of such testimony for its full, complete, and accurate contents and denies the allegations to the extent they are inconsistent with the testimony.

639. The NRA respectfully refers the court to its response to the allegations set forth in paragraph 639 of the Amended Complaint. Furthermore, to the extent the Paragraph 639 appears to refer to or quote from certain public statements made by the NRA or testimony of John Frazer, those statements and testimony speak for themselves. The NRA therefore respectfully refers the

court to the full statements and the transcript of the testimony for their full, complete, and accurate contents. Furthermore, the NRA denies the allegations to the extent they are inconsistent with the testimony. The NRA admits that its Executive Vice President and CEO Wayne LaPierre authorized its press release referenced in the fourth sentence of Paragraph 639 of the Amended Complaint.

640. The NRA admits that after the NRA filed for chapter 11 protection in part because it believed that the Attorney General of the state of New York was misusing her authority by seeking to dissolve the NRA through this action, the Attorney General appeared in the NRA's chapter 11 proceeding and sought the alternative remedies alleged in Paragraph 640 of the Amended Complaint. The NRA further admits that Ackerman McQueen sought the same relief.

641. The NRA admits that on or about May 11, 2021, the Bankruptcy Court dismissed the NRA's chapter 11 petition after finding that it was not filed for a purpose contemplated by the Bankruptcy Code and that—therefore—the proceeding was not filed in “good faith” as that term is used by bankruptcy courts. The NRA denies that at any point it acted without good faith. Moreover, the allegations in Paragraph 641 of the Amended Complaint refer to an opinion and order by the Bankruptcy Court, which speaks for itself. Therefore, the NRA respectfully refers the court to the text of the opinion and order for their full, complete, and accurate contents and denies the allegations to the extent they are inconsistent with the opinion or the order.

642. The allegations in Paragraph 642 characterize and quote from an opinion and order by the Bankruptcy Court, which speaks for itself. Therefore, NRA respectfully refers the court to the full text of that opinion and order for their full, complete, and accurate contents. To the extent the contents of that opinion and order are inconsistent with the allegations set forth in Paragraph 642 of the Amended Complaint, the NRA denies them.

643. The allegation in the first sentence of Paragraph 643 of the Amended Complaint purports to characterize and quote from the Bankruptcy Court's Opinion and Order, which speak for themselves. The NRA therefore respectfully refers the court to the full text of that opinion and order for their full, complete, and accurate contents. Moreover, to the extent the Opinion and Order are inconsistent with the allegations, the NRA denies them. The NRA denies the allegation in the second sentence of Paragraph 643 of the Amended Complaint.

644. The NRA admits that it has stated that the findings by the bankruptcy court comprehensively undermine the Attorney General's allegations in this action. The NRA denies, however, that the NRA's statement was "misleading" or "untrue." In fact, in his opinion and order, the Bankruptcy Judge found that the NRA now understands the importance of compliance, that it can continue to fulfil its mission, that it can continue to improve its governance, and that it can continue to improve its internal controls. Moreover, the Court referred to testimony by the NRA's former treasurer and CFO, whom the Court found credible, that none of the course correction would have been possible without the support of the NRA's Executive Vice President and CEO Wayne LaPierre. With regard to the allegations in the third sentence of Paragraph 644 of the Amended Complaint, to the extent the NYAG attempts to characterize and quote from the Bankruptcy Court's opinion and Order, the Opinion and Order speak for themselves. The NRA therefore respectfully refers the court to the full opinion and order for their full, complete, and accurate contents and denies the allegations to the extent they are inconsistent with the opinion/order.

645. In Paragraph 645 of the Amended Complaint, the NYAG attempts to characterize and quote from the Bankruptcy Court's Opinion and Order. The Opinion and Order speak for

themselves. The NRA denies the allegations in Paragraph 645 of the Amended Complaint to the extent they are inconsistent with the Opinion and Order.

646. To the extent the first sentence of Paragraph 646 of the Amended Complaint states a legal conclusion regarding a purported conflict of interests, no response is required. If a response is required, the NRA denies that allegation, and otherwise denies allegations set forth in the first sentence of Paragraph 646 of the Amended Complaint. The NRA admits that the Bankruptcy court dismissed the NRA's chapter 11 proceeding after finding that it was filed for a purpose that is not contemplated by the Bankruptcy Code and that therefore the chapter 11 proceeding was not filed in "good faith" as that term is used by bankruptcy courts. The NRA denies, however, any allegation that at any point it did not act in good faith. The NRA further denies that the "bankruptcy" "cost the NRA tens of millions of dollars" in the enumerated fees and costs. The NRA admits that in 2021, Wayne LaPierre was re-elected by the NRA's 76-member board as the NRA's Executive Vice President. Further, the NRA admits that Wayne LaPierre continues to serve also as the NRA's CEO.

III.CAUSES OF ACTION

FIRST CAUSE OF ACTION

Dissolution of the NRA – N-PCL §§ 112(a)(1), 112(a)(5), 1101(a)(2)

(Against Defendant NRA)

647. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

648. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

649. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

650. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

651. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

652. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

653. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

654. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

655. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

656. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

657. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

658. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

659. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

660. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

661. The First Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

SECOND CAUSE OF ACTION

Dissolution of the NRA – N-PCL §§ 112(a)(7), 1102(a)(2)(D)

662. The Second Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

663. The Second Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

664. The Second Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

665. The Second Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

666. The Second Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

THIRD CAUSE OF ACTION

For Breach of Fiduciary Duty Under N-PCL §§ 717 and 720 and Removal Under N-PCL §§ 706(d) and 714(c) (Against Defendant LaPierre)

667. No response is called for by Paragraph 667 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 666 as if fully set forth herein.

668. The allegations in the Third Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

669. The allegations in the Third Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

670. The allegations in the Third Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

671. The NRA denies the allegations set forth in Paragraph 671 of the Complaint.

FOURTH CAUSE OF ACTION

For Breach of Fiduciary Duty to the NRA Under N-PCL §§ 717 and 720 and Removal Under N-PCL §§ 706(d) and 714(c) **(Against Defendant Frazer)**

672. No response is called for by Paragraph 672 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 671 as if fully set forth herein.

673. The allegations in the Fourth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

674. The allegations in the Fourth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

675. The allegations in the Fourth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

676. The allegations in the Fourth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

FIFTH CAUSE OF ACTION**For Breach of Fiduciary Duty to the NRA Under N-PCL §§ 717 and 720**
(Against Defendant Phillips)

677. No response is called for by Paragraph 677 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 676 as if fully set forth herein.

678. The allegations in the Fifth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

679. The allegations in the Fifth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

680. The allegations in the Fifth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

SIXTH CAUSE OF ACTION**For Breach of Fiduciary Duty to the NRA Under N-PCL §§ 717 and 720**
(Against Defendant Powell)

681. No response is called for by Paragraph 681 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 680 as if fully set forth herein.

682. The allegations in the Sixth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

683. The allegations in the Sixth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

684. The allegations in the Sixth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

SEVENTH CAUSE OF ACTION

For Breach of EPTL § 8-1.4
(Against Defendant LaPierre)

685. No response is called for by Paragraph 685 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 684 as if fully set forth herein.

686. The allegations in the Seventh Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

687. The allegations in the Seventh Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

688. The allegations in the Seventh Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

EIGHTH CAUSE OF ACTION

For Breach of EPTL § 8-1.4
(Against Defendant Frazer)

689. No response is called for by Paragraph 689 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 688 as if fully set forth herein.

690. The allegations in the Eighth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

691. The allegations in the Eighth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

692. The allegations in the Eighth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

NINTH CAUSE OF ACTION

For Breach of EPTL § 8-1.4 (Against Defendant Phillips)

693. No response is called for by Paragraph 693 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 692 as if fully set forth herein.

694. The allegations in the Ninth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

695. The allegations in the Ninth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

696. The allegations in the Ninth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

TENTH CAUSE OF ACTION

For Breach of EPTL § 8-1.4 (Against Defendant Powell)

697. No response is called for by Paragraph 697 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 696 as if fully set forth herein.

698. The allegations in the Tenth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

699. The allegations in the Tenth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

700. The allegations in the Tenth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

ELEVENTH CAUSE OF ACTION

Wrongful Related-Party Transactions – N-PCL §§ 112(a)(10), 715(f) and EPTL § 8-1.9(c)(4) (Against Defendant LaPierre)

701. No response is called for by Paragraph 701 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 700 as if fully set forth herein.

702. The allegations in the Eleventh Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

703. The allegations in the Eleventh Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

704. The allegations in the Eleventh Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

TWELFTH CAUSE OF ACTION**Wrongful Related-Party Transactions – N-PCL §§ 112(a)(10), 715(f)
and EPTL § 8-1.9(c)(4)
(Against Defendant Powell)**

705. No response is called for by Paragraph 705 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 704 as if fully set forth herein.

706. The allegations in the Twelfth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

707. The allegations in the Twelfth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

708. The allegations in the Twelfth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

THIRTEENTH CAUSE OF ACTION**Wrongful Related-Party Transactions – N-PCL §§ 112(a)(10), 715(f)
and EPTL § 8-1.9(c)(4)
(Against Defendant Phillips)**

709. No response is called for by Paragraph 709 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 708 as if fully set forth herein.

710. The allegations in the Thirteenth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

711. The allegations in the Thirteenth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

712. The allegations in the Thirteenth Cause of Action are not against the NRA and therefore no response is required. To the extent a response is deemed necessary, the NRA denies the allegations.

FOURTEENTH CAUSE OF ACTION

Wrongful Related-Party Transactions – N-PCL §§ 112(a)(10), 715(f)

and EPTL § 8-1.9(c)(4)

(Against Defendant NRA)

713. No response is called for by Paragraph 713 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 712 as if fully set forth herein.

714. The allegations in Paragraph 714 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

715. The allegations in Paragraph 715 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

716. The allegations in Paragraph 716 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

717. The allegations in Paragraph 717 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

718. The NRA denies the allegations set forth in Paragraph 718 of the Complaint.

719. The allegations in Paragraph 719 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

FIFTEENTH CAUSE OF ACTION

Violation of the Whistleblower Protections of N-PCL § 715-b and EPTL § 8-1.9

(Against Defendant NRA)

720. No response is called for by Paragraph 720 of the Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 719 as if fully set forth herein.

721. The allegations in Paragraph 721 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

722. The allegations in Paragraph 722 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

723. The NRA denies the allegations set forth in Paragraph 723 of the Complaint.

724. The allegations in Paragraph 724 of the Complaint consist of legal conclusions which require no response; to the extent a response is required, the NRA denies such allegations.

SIXTEENTH CAUSE OF ACTION**For Breach of NYPMIFA, Article 5-A of the N-PCL**
(Against Defendant NRA)

725. The Sixteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

726. The Sixteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

727. The Sixteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

728. The Sixteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

729. The Sixteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

SEVENTEENTH CAUSE OF ACTION

For False Filings Under Executive Law §§ 172-d(1) and 175(2)(d) (Against Defendant NRA and Frazer)

730. No response is called for by Paragraph 730 of the Amended Complaint, and the NRA reincorporates its responses to Paragraphs 1 through 729 as if fully set forth herein.

731. The NRA denies the allegations set forth in Paragraph 731 of the Complaint.

732. The NRA denies the allegations set forth in Paragraph 732 of the Complaint.

EIGHTEENTH CAUSE OF ACTION

For Unjust Enrichment Derivatively in Favor of the NRA Under N-PCL § 623 and common law (Against LaPierre, Phillips, Frazer and Powell)

733. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

734. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

735. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

736. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

737. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

738. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

739. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611. Therefore, no response is required. In any case, the NRA denies the allegations.

740. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

741. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

742. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

743. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

744. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

745. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

746. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

747. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

748. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

749. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

750. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

751. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

752. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

753. The Eighteenth Cause of Action was dismissed. See NYSCEF Doc No. 611.

Therefore, no response is required. In any case, the NRA denies the allegations.

IV.
AFFIRMATIVE DEFENSES

A. Additional Factual Allegations

The NRA reincorporates and re-alleges preceding paragraphs hereof as if fully set forth herein.

Beginning prior to the institution of her investigation into the NRA, continuing through until the present date, Plaintiff has engaged in a series of egregious actions designed to harm the NRA and to retaliate against the NRA for its constitutionally protected advocacy for Second Amendment freedoms. These actions, though disguised as a legitimate attempt at law enforcement are, in fact, the realization of Plaintiff's personal vendetta against the NRA and those who support the Second Amendment. Plaintiff's unclean hands are evidenced by, including but not limited to, the following actions she has undertaken:

- a) Prior to taking office and prior to commencing an investigation into the NRA, Plaintiff made highly damaging and defamatory false statements about the NRA, including referring to the NRA as a "criminal enterprise" and a "terrorist organization."

- b) In addition, Plaintiff has coordinated and conspired with Everytown for Gun Safety ("Everytown"), an entity which was founded to serve as a "counterweight" to the NRA.
- c) Unlike the NRA, which has over five million members, Everytown is largely funded by one person, staunch anti-gun advocate Michael Bloomberg.
- d) Because Everytown was founded and exists solely to further Michael Bloomberg's anti-gun agenda, Everytown is not a credible source of information about the NRA.
- e) Yet, on information and belief, because Plaintiff is also personally opposed to the NRA's constitutionally-protected Second Amendment advocacy, Plaintiff has ignored Everytown's lack of credibility and, instead has coordinated with Everytown in crafting and pursuing this action.
- f) In fact, a representative of the NYAG in sum and substance refused to deny at a deposition that if the NYAG succeeded on her now-dismissed claims to dissolve the NRA, she planned to distribute some or all of the NRA's assets to Everytown.
- g) Seeking to cause maximum damage to the NRA and to proponents of the Second Amendment, Plaintiff also coordinated with the Attorney General for the District of Columbia ("DCAG"), to induce the DCAG to commence a meritless action against both the NRA and the NRA Foundation (NRAF), a 501(c)(3) organization which supports the NRA's mission (the "DCAG Action").
- h) The DCAG commenced the DCAG Action against the NRA and the NRAF on the same date the instant action was filed.
- i) On information and belief, the DCAG Action was filed at the insistence of Plaintiff, to further her own personal vendetta against NRA.

- j) Plaintiff's involvement in the commencement and prosecution of the DCAG Action will be substantiated by discovery of communications between Plaintiff's office and the DCAG's office.
- k) The actions detailed herein, along with those other actions to be uncovered during discovery, were specifically designed to cause maximum damage to the NRA and to infringe upon and chill the First Amendment rights of the NRA and its supporters.
- l) As a result of Plaintiff's egregious conduct, the NRA's reputation has been harmed, and the NRA has suffered damages to be established during this action by expert testimony.
- m) Plaintiff's unclean hands require all allegations against the NRA to be dismissed.

B. The NRA's Affirmative Defenses to the NYAG's Claims

1. The NRA reincorporates and re-alleges preceding paragraphs hereof as if fully set forth herein. The NRA asserts these affirmative defenses without waiver of other applicable defenses or affirmative defenses not included here. The NRA reserves the right to assert additional defenses and affirmative defenses.

Intervening and Superseding Actions

2. The damages suffered by Plaintiff or by any third party, as well as any statutory or regulatory violations alleged, were proximately caused by intervening and superseding actions and occurrences including, but not limited to, actions of persons, entities, and/or forces over which the NRA exerted no control and for which the NRA has no responsibility.

Payment, Accord and Satisfaction

3. The causes of action asserted against the NRA in the Complaint, and related requests for remedial action and other relief against the NRA are barred, in whole or in part, by payment, accord and satisfaction.

Ratification

4. Plaintiff's attempt to enjoin, void or rescind alleged related-party transactions pursuant to N-PCL §§ 112(a)(10), 715(f), and EPTL § 8-1.9(c)(4) fails because, to the extent such transactions were not approved in accordance with N-PCL § 715(a)-(b), they were duly ratified in accordance with N-PCL § 715(j).

De Minimis Transactions

5. Transactions were de minimis under N.Y. N-PCL 102(a)(24) and, therefore, they did not constitute "related party transactions." De minimis transactions may include, without limitation, meal or travel reimbursements or other incidental or low-dollar-value benefits conferred on related parties in connection with their work for the NRA.

De Minimis Financial Interest

6. The alleged financial interest of allegedly related parties who participated in certain transactions was de minimis under N.Y. N-PCL 102(a)(24) and, therefore, they did not constitute "related party transactions."

Ordinary Course of Business Exemption

7. Transactions would not customarily be reviewed by the board or boards of organizations similar to the NRA in the ordinary course of business, were available to others on the same or similar terms, and, therefore, did not constitute "related party transactions."

Class of Beneficiaries Exemption

8. Transactions were a benefit provided to an alleged related party solely as a member of a class of the beneficiaries that the NRA intended to benefit as part of the accomplishment of its mission. The benefit was available to all similarly situated members of the same class on the same terms. Therefore, transactions did not constitute “related party transactions.”

Lack of Authority

9. Individuals who purported to act on behalf of the NRA in connection with certain of the transactions at issue were not authorized to enter into such transactions on behalf of the NRA.

Relative Culpability

10. The relative culpability of each party who is or may be liable for the damages alleged by Plaintiff should be determined in accordance with the decisional and statutory law of the state of New York, and the equitable share of each party’s liability for contribution should be determined and apportioned in accordance with the relative culpability, if any, of each such party pursuant to Article 14 of the CPLR.

Good Faith

11. The NRA has no liability under any of the causes of action asserted against it in the Complaint to the extent that officers and directors of the NRA whose conduct Plaintiff attempts to impute to the NRA discharged their responsibilities in good faith and with the degree of diligence, care, and skill which ordinarily prudent persons in a similar position would exercise in like circumstances and at all times, and acted in good faith and relied on information, opinions, or reports of reasonable reliability either presented or available to them.

Business Judgment Rule

12. The NRA has no liability under any of the causes of action asserted against it in the Complaint because it purports to deprive its officers, directors, employees or other agents of their statutory business judgment rule defense and thus violates the fault-based scheme codified by the New York Legislature with respect to the regulation of not-for-profit corporations and officers, directors and other persons associated with such corporations.

Non-Imputation

13. The NRA has no liability under any of the causes of action asserted against it in the Complaint. To the extent officers, directors, employees, or other agents of the NRA whose conduct Plaintiff attempts to impute to the NRA did not discharge their responsibilities in good faith or with the degree of diligence, care, and skill which ordinarily prudent persons in a similar position would exercise in like circumstances, they acted ultra vires, not in the scope of their duties to the NRA, did not act in part or in whole for the benefit of the NRA or with the intent to benefit the NRA and their actions did not benefit the NRA. Their alleged misconduct cannot be imputed to the NRA.

Third Party Acts and Omissions

14. The causes of action asserted against the NRA in the Complaint, and related requests for remedial action and other relief against the NRA, are barred to the extent acts or omissions of third parties caused the alleged injury or damages.

Mootness

15. The causes of action asserted against the NRA in the Complaint, and related requests for remedial action and other relief against the NRA, are unwarranted and moot because the NRA acted at all times in good faith and because there is no substantial likelihood that the

NRA will violate the statutes, rules, or provisions specified in the Complaint's causes of action or "Prayer for Relief."

Demand Futility

16. Plaintiff's attempt to bring a derivative action in behalf of the NRA cannot be sustained due to its failure adequately to allege the futility of making a demand upon the NRA Board of Directors. Further, the Attorney General has not only failed to allege with particularity, but cannot allege, that a majority of the Board is conflicted with self-interest, or is controlled by self-interested persons, concerning transactions at issue. Director nominations occur through a nominating committee – which gets candidates from innumerable sources including advertisements in NRA Magazine and in response to requests made to Members for suggested Directors – or by petition, or both, after which approximately one-half of the NRA's five million members are eligible to vote for Directors of their preference. The particular circumstances presented by these nomination and election protocols hopelessly defeat the Attorney General's necessary threshold allegations to establish demand futility.

Lack of Standing

17. Plaintiff's attempt to bring a derivative action in behalf of NRA members pursuant to N-PCL § 1102(a)(2) additionally fails because Plaintiff fails to allege support from ten percent of the total number of NRA members. Although derivative standing pursuant to N-PCL § 623 would be insufficient in a dissolution action, Plaintiff likewise fails to allege support from five percent of any class of NRA members as the foregoing section would require. Indeed, Plaintiff alleges no support from any NRA member.

First Amendment of the United States Constitution

18. The causes of action asserted against the NRA in the Complaint, and related requests for remedial action and other relief against the NRA, ought to be barred and should be dismissed, in whole or in part, by the First Amendment to the United States Constitution, under which state regulation of not-for-profit corporations engaged in protected speech must occur in the least intrusive manner possible and the relief sought against the NRA in this action trespasses upon fundamental freedoms protected by the due process clause of the Fourteenth Amendment because the effect of such remedies would be to abridge the NRA's and its members' right to engage in the expression of free speech and association with other supporters and defenders of the Second Amendment to the United States Constitution in support of their common beliefs, and would have the effect of chilling freedom of speech and assembly and curtailing their freedom to associate and freedom to speak freely on Second Amendment issues.

Due Process

19. The causes of action asserted against the NRA in the Complaint, and related requests for remedial action and other relief against the NRA, ought to be barred and should be dismissed under the United States Constitution to the extent they seek to enjoin the NRA from soliciting charitable donations in the state of New York because such relief would violate the substantive guarantees of the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

Dormant Commerce Clause

20. The causes of action asserted against the NRA in the Complaint, and related requests for remedial action and other relief against the NRA, ought to be barred and should be dismissed under the United States Constitution to the extent they seek to enjoin the NRA from

soliciting charitable donations in the state of New York because such relief would violate the “dormant” or (“negative”) Commerce Clause, Article I, Section 8, Clause 3 of the United States Constitution, in that it presents an unlawful infringement and restraint on interstate commerce in violation of the Commerce Clause.

Lack of Standing Based on Bias or Malicious or Bad Faith Intent

21. Plaintiff lacks standing to assert her claims and seek relief against the NRA, because, among other things, due to her bias against defendant(s) or her malicious or bad faith intent to injure the NRA, she cannot fairly and adequately represent those on whose behalf she brings her claims.

Collateral Estoppel/Res Judicata

22. One or more claims or allegations asserted, or remedies sought, in whole or in part, is barred by collateral estoppel and/or res judicata.

Failure to State a Claim

23. The Complaint fails to state a cause of action or claim upon which relief can be granted.

Estoppel, Regulatory Estoppel, Waiver, Laches

24. Plaintiff’s claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, by the doctrines of estoppel, regulatory estoppel, waiver, and/or laches.

Unclean Hands

25. Plaintiff’s claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, by Plaintiff’s unclean hands.

Selective Enforcement of N-PCL

26. Plaintiff's claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, because Plaintiff has engaged in selective enforcement of New York's Non-Profit Corporations Law, in violation of the Fourteenth Amendment and the New York State Constitution.

Illegal Retaliation for Exercise of Rights of Freedoms of Speech

27. Plaintiff's claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, because Plaintiff has instituted this action to retaliate against the NRA and its members for their exercise of their right to freedom of speech, in violation of the First Amendment and the New York State Constitution.

Illegal Suppression of Political Speech

28. Plaintiff's claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, because Plaintiff's investigation and claims against the NRA were targeted based on the NRA's political viewpoint, and conducted for the purpose of suppressing the NRA's political speech.

Illegal Retaliation for Exercise of Rights of Freedoms of Association

29. Plaintiff's claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, because Plaintiff has instituted this action to retaliate against the NRA and its members for their exercise of their right to freedom of association, in violation of the First Amendment and the New York State Constitution.

Plaintiff's Action Is Motivated by Her Political Animus Against the NRA

30. Plaintiff's claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, because Plaintiff has instituted this action to as a result of her animus against the NRA, who she views as a political enemy.

Statute of Limitations

31. Plaintiff's claims and related requests for remedial action and other relief against the NRA are barred, in whole or in part, by the applicable statute of limitations and other and equitable and statutory time limitations.

Lack of Materiality

32. Plaintiff's claims and related requests for remedial action and other relief against the NRA on its claims of alleged falsity in public filings fail because the alleged misstatements or omissions were not material.

Failure to Add Necessary and Indispensable Parties

33. The relief the NYAG seeks is barred due to a failure to sue and add necessary and indispensable parties whose presence is required to seek the relief the NYAG seeks.

34. The NRA reserves its right to amend its answer and/or to add any additional affirmative and/or other defenses for which a sufficient basis may be determined at a latter point in these proceedings. The NRA adopts and incorporates by reference any affirmative defense asserted by any other defendant to this action, to the extent such affirmative defense applies to the NRA, and reserves the right to assert any other defense that may become available or appear during the discovery proceedings or otherwise in this case.

35. The NRA intends to require Plaintiff to carry her burden of proof on every element of each of her claims. The NRA therefore reserves the right to assert by motion or at trial denials as to Plaintiff's ability to prove the required elements of any or all claims. In the event that any affirmative defense asserted by the NRA is determined by the Court to be a denial rather than an affirmative defense, the burden of proof shall not shift to the NRA on such matters merely because the matter has been pleaded as an affirmative defense rather than a denial..

V.

COUNTERCLAIMS

Defendant, the NRA, by its attorneys, asserts the following Amended Counterclaims as against New York State Attorney General Letitia James ("James"), in her official capacity, and, pursuant to CPLR 3019(a), as against James in her individual capacity, upon personal knowledge of its own actions, and upon information and belief as to all other matters, as follows:

VI.
PARTIES, JURISDICTION AND VENUE

1. The NRA is a non-profit corporation organized under the laws of the State of New York with its principal place of business in Fairfax, Virginia. The NRA is America's leading provider of marksmanship and gun safety education for the military, law enforcement and civilians. It is also the foremost defender of the Second Amendment to the United States Constitution. The NRA has over five million members, and its programs reach millions more.

2. James is the Attorney General of the State of New York and, at certain times relevant to these Counterclaims, was acting individually—as she sought political office—and at other times under color of state law. Her principal place of business is The Capitol, Albany, New York, 12224. James is sued in her individual and official capacities.

3. By filing the Complaint, James has submitted to the jurisdiction and venue of this

Court.

VII.
FACTUAL BACKGROUND

4. As a candidate for the New York State Office of the Attorney General, James promised that, if elected, she would “take down the NRA” by wielding the enforcement powers she hoped to possess if she were elected as NYAG. James repeatedly made clear during her campaign that she saw “no distinction”¹¹ between the NRA’s charitable existence and its ability to engage in pro-gun political speech, which she characterized as “poisonous” and “deadly propaganda.”¹² She maligned the NRA as a “terrorist organization” and a “criminal enterprise.” And she was explicit about her plan: her “top issue” would be to leverage her “power as an attorney general to regulate charities” in order to instigate a fishing expedition into the NRA’s “legitimacy . . . to see whether or not they have in fact complied with the not-for-profit law in the State of New York.”¹³ In other words, James would use her office’s dissolution power to silence the NRA’s political advocacy. James further vowed that financial institutions and donors linked to the NRA would be pursued by law enforcement—akin to supporters of Al Qaeda or the mafia.¹⁴

5. James’s promise to weaponize New York’s law-enforcement apparatus against the NRA, its banks, and its financial supporters echoed prior threats and actions by her longtime supporter, Governor Andrew Cuomo. In a stunning course of misconduct that drew criticism from

¹¹ See *Annual NRA Fundraiser Sparks Protests*, LI HERALD (Oct. 25, 2018),<http://liherald.com/stories/nassau-protests-nra-fundraiser,107617>.

¹² See Jon Campbell, *NY AG Letitia James Called the NRA a ‘Terrorist Organization.’ Will It Hurt Her Case?* USA TODAY (Aug. 19, 2020), <https://www.usatoday.com/story/news/politics/2020/08/19/nra-lawsuit-ny-ag-letitia-james-past-comments/5606437002/>.

¹³ See Jillian Jorgensen, *Letitia James Says She’d Investigate NRA’s Not-For-Profit Status If Elected Attorney General*, N.Y. DAILY NEWS (July 12, 2018),<https://www.nydailynews.com/news/politics/ny-pol-tish-james-nra-20180712-story.html>.

¹⁴ See *Attorney General Candidate, Public Advocate Letitia James*, OUR TIME PRESS (Sept. 6, 2018), [http://www.ourtimepress.com/attorney-general-candidate-public-advocate-letitia-james/\(emphasis added\).](http://www.ourtimepress.com/attorney-general-candidate-public-advocate-letitia-james/(emphasis added).)

the ACLU¹⁵ and instigated another pending First Amendment lawsuit that has withstood multiple motions to dismiss.¹⁶ Cuomo conspired with willing leadership at the New York Department of Financial Services (“DFS”) in a campaign to “#BankruptTheNRA”¹⁷ by threatening its financial service providers with retaliatory, invasive investigations. Devised in 2017, this plan called for the NYAG to conduct a parallel “investigation” of the NRA to “find” reasons to commence legal actions against the NRA. The NRA became aware of this scheme when the then-New York Attorney General Eric Schneiderman became so troubled by it that he telephoned the NRA with an advance warning. Unfortunately, Schneiderman later resigned, and his successor James harbors no similar reservations about weaponizing the powers of her office over non-profits like the NRA.

6. Shortly after taking office, James commenced her long-promised investigation into the NRA’s finances, personnel, operations, and political strategy, all with the purpose of damaging the NRA politically, diverting its corporate resources, and contriving a pretext to dissolve the NRA, without ever making a meaningful effort to engage NRA leadership, or giving the NRA a fair opportunity to take appropriate action to address compliance issues raised by the NYAG and to correct alleged deficiencies. James’s unconstitutional, retaliatory investigation found no evidence to support her audacious claims, yet she predictably concluded it by commencing this action and

¹⁵ See David Cole, *New York State Can’t Be Allowed to Stifle the NRA’s Political Speech, Speak Freely* (Aug. 24, 2018), <https://www.aclu.org/blog/free-speech/new-york-state-can-t-be-allowed-stifle-nras-political-speech>; see also Cheryl Chumley, *ACLU defends NRA -- Yes, You Read That Right*, WASH. TIMES (Aug. 27, 2018) <https://www.washingtontimes.com/news/2018/aug/27/aclu-defends-nra-yes-you-read-right/>; see also Declan McCullagh, *ACLU Sticks Up for the NRA?!*, REASON (Aug. 24, 2018), <https://reason.com/2018/08/24/aclu-teams-up-with-nra/>.

¹⁶ *Nat'l Rifle Ass'n of Am. v. Cuomo*, Case No. 1:18-cv-00566-TJM-CFH (N.D.N.Y.).

¹⁷ See August 4, 2018 Facebook post by Andrew Cuomo, <https://www.facebook.com/andrewcuomo/posts/new-york-is-forcing-the-nra-into-financial-crisis-its-time-to-put-the-gun-lobby-10155989594858401/>.

seeking a dissolution of the NRA.

7. James thus seeks to shutter a five- million-member political advocacy organization based solely on allegations of misconduct by four individual executives, two of whom no longer work at the NRA, and one of whom was fired by the NRA for many of the same issues alleged in the Complaint. Given that it is obviously political, this action has shocked civil liberties advocates and legal and public policy scholars across the political spectrum.

8. James's unjustified actions manifestly violate the freedoms guaranteed by the United States Constitution and the Constitution of the State of New York.

A. The NRA: Support For Gun Safety And A Commitment To Core Political Speech.

9. The NRA was created after the Civil War as a private association to promote marksmanship among the citizenry of the United States. It obtained a charter from the State of New York in November 1871, and thereafter began a proud legacy of marksmanship training and Second Amendment and gun safety advocacy. From its inception, the NRA received praise from the State of New York for its many public contributions and partnered with the State to advance marksmanship, firearms safety, education, conservation, and other public policy goals.

10. First among the "Purposes and Objectives" contained in the NRA's bylaws is "[t]o protect and defend the Constitution of the United States." Accordingly, political speech is a major purpose of the NRA and the NRA engages in extensive political speech and legislative advocacy to promote and vindicate the rights of its members and all Americans.

11. Today, the NRA spends tens of millions of dollars annually distributing pamphlets, fact sheets, articles, electronic materials, and other literature to advocate in support of Second Amendment freedoms and to assist NRA members who engage in national, state, and local firearm dialogue and debate. The NRA's direct mail, television, radio, and digital communications seek to

educate the public about issues bearing on the Second Amendment, defend the right of the people to keep and bear arms, and galvanize participation in the political process by NRA members and supporters, and others who care about the right to keep and bear arms, and want to keep it. In addition, the NRA's letter-writing campaigns, peaceable public gatherings, and other grassroots "lobbying" activities constitute precisely the type of political speech which rests "[a]t the core of the First Amendment."¹⁸

B. Various Elected Officials in New York Target the NRA Based on the Viewpoints Expressed in Its Speech.

12. In recent years, the NRA's corporate domicile—New York—has witnessed the ascendancy of governmental officials determined to make the State a dangerous place for Second Amendment advocacy. Although the NRA welcomes fair, full-throated policy debate, it cannot abide the corrupt misuse of government power by certain New York officials attempting to squelch political opposition to benefit themselves and advance their own careers. Unfortunately, this is what has occurred, and is already the subject of another ongoing federal lawsuit.

13. New York Governor Andrew Cuomo has a longstanding political vendetta against the NRA, which he accuses of exerting a "stifl[ing] . . . stranglehold" over national gun policy.¹⁹ For Cuomo, silencing the NRA is a career strategy. During 2018, Cuomo and several political allies, including the former Superintendent of DFS, orchestrated a campaign of selective enforcement, backroom exhortations, retaliation and public threats designed to coerce financial institutions operating in New York to blacklist pro-gun advocacy groups, especially the NRA. The NRA's First Amendment claims arising from this conduct have withstood motions to dismiss

¹⁸ See, e.g., *Brown v. Hartlage*, 456 U.S. 45, 52 (1982).

¹⁹ See Kenneth Lovett, *Exclusive: Cuomo Fires Back at Jeb Bush for 'Stupid' and 'Insensitive' Gun Tweet*, N.Y. DAILY NEWS (Feb. 17, 2016), <http://www.nydailynews.com/news/politics/cuomo-blasts-jeb-stupid-insensitive-gun-tweet-article-1.2534528>.

and are currently pending in the United States District Court for the Northern District of New York.²⁰

14. James's predecessor in office, Attorney General Eric Schneiderman, defied his own party loyalties to warn the NRA that he was being urged to use his office in support of these politically motivated efforts. In a telephone call to Tom King, an NRA director, in mid- 2017, Schneiderman emphasized that while he opposed the NRA's positions on the Second Amendment, he was troubled by recent, extraordinary pressures being placed on him by Cuomo and others to weaken the NRA as a political force in 2020. Schneiderman advised King to "get ready."

15. Although the NRA believed it was operating in compliance with New York State law, it also understood that a politically driven "compliance audit" was something for which it should carefully prepare. To fortify its defenses, the NRA undertook a top-to-bottom review of its operations and governance.²¹ In the process, the NRA met with resistance from a handful of its executives and vendors who did not welcome the NRA Board's push for additional documentation and transparency. Over the ensuing year, the NRA became embroiled in litigation with those it determined had abused its trust. These fights were difficult, but the NRA was determined to protect its mission, message, members and donors and prepare itself to fend off a political attack from the

²⁰ *Nat'l Rifle Ass'n of Am. v. Cuomo*, Case No. 1:18-cv-00566-TJM-CFH (N.D.N.Y.).

²¹ Indeed, the Complaint extensively documents that the NRA voluntarily undertook efforts to improve its internal governance functions beginning in 2017, up to the present day. These efforts include replacing Defendant Wilson Phillips with a new treasurer that the complaint repeatedly lauds for engaging in remedial efforts such as a 50% reduction in travel expenses (¶ 156), "reengineering" the process for handling Defendant Wayne LaPierre's expense reimbursements to "make it . . . robust and appropriate" (¶ 197), investigating and terminating a complained-of vendor contract with HomeTelos in the spring of 2018 (¶ 225), examining Defendant Joshua Powell's improper expenses and engaging outside counsel to assist, and confronting Powell regarding improper conflicts of interest in mid-2018, resulting in Powell's removal and repayment of misappropriated monies to the NRA (¶¶ 249-50, 263), and investigating and examining the improper use of a corporate credit card by LaPierre's senior assistant (¶ 294). The NRA engaged outside counsel to do an extensive review of the NRA's relationship with its contractual partners and in service of that effort ultimately commenced litigation against Ackerman to obtain documentation that Ackerman has been withholding. (¶¶ 302, 455). The NRA has further been evaluating the establishment of an internal audit function (¶ 483) and adopted a revised whistleblower policy in January 2020. (¶ 115).

NYAG if one came.

16. Months after delivering his warning to Mr. King, Schneiderman resigned from office. As the NRA's First Amendment lawsuit against Governor Cuomo received increased coverage during the summer of 2018 (and garnered support from the American Civil Liberties Union),²² James adopted Cuomo's plan and made the political prosecution of the NRA a central campaign theme. On September 6, 2018, James announced that, if elected, she would follow Cuomo's financial-blacklisting campaign by "put[ting] pressure upon the banks that finance the NRA" in order to choke off support for its Second Amendment speech, and reiterated her attacks on the NRA's legitimacy as a not-for-profit corporation.²³

C. James Maliciously Defames the NRA to Create a Pretext for Law Enforcement Action.

17. During late summer and early fall 2018, James began to publicize false, defamatory assertions that the NRA engaged in criminal activity. On September 4, 2018, during a debate between Democratic candidates, James stated that, if elected, her "top issue" would be "going after the NRA because *it is a criminal enterprise*."²⁴ Two days later, James elaborated: "We need to again take on the NRA, which holds itself out as a charitable organization. But in fact, they are not. *They are nothing more than a criminal enterprise*. We are waiting to take on

²² See David Cole, *New York State Can't Be Allowed to Stifle the NRA's Political Speech*, SPEAK FREELY (Aug. 24, 2018), <https://www.aclu.org/blog/free-speech/new-york-state-can-t-be-allowed-stifle-nras-political-speech>; see also Cheryl Chumley, *ACLU defends NRA -- Yes, You Read That Right*, WASH. TIMES (Aug. 27, 2018) <https://www.washingtontimes.com/news/2018/aug/27/aclu-defends-nra-yes-you-read-right/>; see also Declan McCullagh, *ACLU Sticks Up for the NRA?!*, REASON (Aug. 24, 2018), <https://reason.com/2018/08/24/aclu-teams-up-with-nra/>.

²³ See *Attorney General Candidate, Public Advocate Letitia James* OUR TIME PRESS (Sept. 6, 2018), <https://www.ourtimepress.com/attorney-general-candidate-public-advocate-letitia-james/>.

²⁴ See New York City Bar Association, *Forum for the Democratic Attorney General Primary Candidates*, (Sept. 4, 2018), available at https://www.youtube.com/watch?v=6n2_LHNEUW0 (statement at the 17:50 mark).

all of the banks that finance them, their investors.”²⁵ Similarly, on October 31, 2018, James stated that “the NRA holds [itself] out as a charitable organization, but in fact, [it] really [is] a **terrorist organization.**”²⁶

18. These statements were not mere heated political rhetoric. Rather, they were intended to reiterate and reinforce James’s false, malicious assertions that the NRA had committed serious crimes, including crimes for which its financial backers might face repercussions.

D. The NYAG’s Pretextual “Investigation” Underscores James’s Plan to Destroy the NRA.

19. Even though James defamed and inveighed against the NRA, the NRA initially offered to cooperate with any good-faith inquiry into its finances.²⁷ Rather than accept the NRA’s offer of cooperation in good faith, James’s staff secretly subpoenaed the NRA’s accounting firm, demanding sensitive records, including names of NRA members and donors—and tried to forbid the firm from alerting the NRA, despite its obligation under the Internal Revenue Code to do so. When the NRA requested that confidential documents produced to the NYAG Charities Bureau be maintained in confidence for purposes of James’s purported charitable-compliance investigation—and not given to other NYAG staff who were adverse to the NRA on Second Amendment matters—the NYAG flatly refused.

20. James has vowed that she would use the NYAG’s enforcement powers for the

²⁵ See *Attorney General Candidate, Public Advocate Letitia James*, OUR TIME PRESS (Sept. 6, 2018), <https://www.ourtimepress.com/attorney-general-candidate-public-advocate-letitia-james/> (emphasis added).

²⁶ See *Teddy Grant, Letitia ‘Tish’ James on Becoming New York’s Next Attorney General*, EBONY (Oct. 31, 2018), <https://www.ebony.com/news/letitia-tish-james-on-becoming-new-yorks-next-attorney-general/> (emphasis added).

²⁷ See Gabriela Resto-Montero, *New York’s Attorney General Opens Investigation into the NRA as Its President Steps Down*, VOX, (Apr. 28, 2019), <https://www.vox.com/policy-and-politics/2019/4/27/18519685/nra-ceo-accuses-president-extortion-wayne-lapierre-oliver-north> (“A lawyer for the NRA said the organization will ‘fully cooperate’ with the investigation, and added, ‘The NRA is prepared for this, and has full confidence in its accounting practices and commitment to good governance.’”).

precise purpose of stanching political speech (“deadly propaganda”) with which she and Governor Cuomo disagree. She has begun to deliver on her campaign promises to retaliate against the NRA for constitutionally protected speech on issues that James opposes. James’s Charities Bureau investigation is nothing more than a pretext for her goal of depriving the NRA, its members, and its donors of their constitutional rights to freedom of speech and association under the First Amendment, and to the right to keep and bear arms under the Second Amendment.

E. In A Stark Departure from the NYAG’s Treatment of Comparator Charities, James Seeks the Extraordinary and Unprecedented Relief of Dissolution Based Solely on Alleged Executive Misconduct—And Brings Other Claims To Which Comparators Were Never Subjected.

21. Prior to commencing this action, James made no attempt to settle her purported grievances against the NRA or monitor or reform the NRA to remedy alleged corruption. That is because improving the NRA’s governance is not James’s goal—destroying the NRA is.

22. The same day that the NYAG commenced this action, in an obviously coordinated effort, the Attorney General for the District of Columbia also filed suit against the NRA and the NRA’s 501(c)(3) arm, the NRA Foundation, which is domiciled there.²⁸ Notably, the DCAG’s complaint alleges similar misconduct but does not seek dissolution.

23. The Complaint here contains no allegations of fraud or intentional illegality by the employees of the NRA broadly, or by the NRA Board of Directors or any Committee of the Board. Instead, the Complaint at most accuses the NRA and its Board of failing to maintain fulsome records and of lax oversight. The NRA disputes even these allegations, but viewed in their worst possible light, they could not justify James’s decision to commence a dissolution action.

²⁸ *District of Columbia v. NRA Foundation et al.*, Case No. 2020-CA-003454 (Sup. Ct. D.C.).

24. Similarly, James commenced a sweeping, costly, invasive, and concertedly publicized investigation of the NRA concerning types of purported misconduct that have never incited the same hostility for similarly situated, comparator charities. For example, years before James took office, a public ranking of America's "50 Worst Charities" listed multiple New York domiciled entities whose leadership allegedly "t[ook] multiple salaries, secretly paid themselves consulting fees or arranged fundraising contracts with friends"—yet the public record discloses no evidence of **any** enforcement action against these charities by the NYAG, let alone enforcement action choreographed, timed, and hyped with the goal of impairing the charities' political speech or mission impact.²⁹ And other charities registered to solicit funds in New York have undergone highly publicized scandals with allegations resembling or exceeding those here—yet the public record discloses no evidence that the NYAG took enforcement action to redress or punish inaccuracies in their CHAR500 filings, or made efforts to block future solicitation in this State.³⁰

F. NRA Seeks Protection Under U.S. Bankruptcy Code and Trial Reveals NRA's Years-Long Course Correction

25. On January 15, 2021, the NRA and its affiliate, Sea Girt, LLC, filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of Texas, styled as *In re National Rifle Association of America and Sea Girt*

²⁹ See Kris Hundley and Kendall Taggart, *America's 50 worst charities rake in nearly \$1 billion for corporate fundraisers*, TAMPA BAY TIMES (June 6, 2013), <https://www.tampabay.com/news/nation/americas-50-worst-charities-rake-in-nearly-1-billion-for-corporate/2339540/>. Upon information and belief, the following listed charities are registered in New York: Firefighters Charitable Foundation; the Veterans Assistance Foundation; and, the United Breast Cancer Foundation.

³⁰ Such charities include the Southern Poverty Law Center, FJC, and the Black Lives Matter Global Foundation. See Bob Moser, *The Reckoning of Morris Dees and the Southern Poverty Law Center*, THE NEW YORKER (March 21, 2019), <https://www.newyorker.com/news/news-desk/the-reckoning-of-morris-dees-and-the-southern-poverty-law-center>; Aaron Sibarium, *Teens Take Charge Likely Violating Federal Tax Law, Experts Say*, THE WASHINGTON FREE BEACON (June 15, 2021), <https://freebeacon.com/campus/teens-take-charge-likely-violating-federal-tax-law-experts-say/>; Sean Campbell, *The BLM Mystery: Where did the money go?*, NEW YORK MAGAZINE (January 31, 2022), <https://nymag.com/intelligencer/2022/01/black-lives-matter-finances.html>

LLC, Case No. 21-30085 (Bankr. N.D. Tex.) (the “Bankruptcy Action”). The NYAG, among others, moved to dismiss the Chapter 11 case or, in the alternative, appoint a Chapter 11 trustee.

26. In support of its motion to appoint a Chapter 11 Trustee, the NYAG relied upon the “allegations of pervasive and persistent violations of New York laws governing charitable not-for-profit entities” James asserted in this Action.³¹ The NYAG argued that the Complaint in this Action “is replete with examples of LaPierre’s and his lieutenants’ siphoning of tens of millions of dollars out of the NRA to use for their own purposes while failing to disclose such payments on regulatory filings and blatantly violating the NRA’s reimbursement, procurement, and expense policies.”³² The NYAG also pointed to its Complaint here, alleging false and misleading statements filed by the NRA in contravention of its obligations under New York Law during the period 2015-2018.³³ The NYAG further asserted, as it has in this Action, that “NRA personnel failed to take appropriate steps to protect the whistleblowers and took affirmative steps to conceal the nature and scope of the NRA whistleblower’ concerns from its external auditors.”³⁴

27. Trial commenced in the Bankruptcy Action on April 5, 2021 and continued over twelve days with twenty-three witnesses testifying concerning the allegations asserted by the NYAG and other parties.³⁵ Although the court ultimately dismissed the bankruptcy petitions, it considered the motions to appoint a bankruptcy trustee. In that regard, the court made many significant findings.

³¹ See The State of New York’s Memorandum of Law and Brief in Support of Motion to Dismiss, or, in the Alternative, Appoint Chapter 11 Trustee, dated February 12, 2021, filed in the Bankruptcy Action (Dkt. 156) (“NYAG Bankr. Motion”).

³² NYAG Bankr. Motion at ¶ 47 (citing to NYAG Complaint at pp. 39-76).

³³ *Id.* at ¶ 69 (citing NYAG Complaint at pp. 136-140).

³⁴ *Id.* at ¶ 85 (citing NYAG Complaint at pp. 121-124).

³⁵ See Order Granting Motion to Dismiss, dated May 11, 2021 (“Bankr. Order”), at p. 11, issued in the Bankruptcy Action (Dkt. 740).

28. The court found that the NRA had undertaken a “course correction” in the past few years, with more disclosure and self-reporting.³⁶ The court referred to the “Whistleblower Memo,” known in the NYAG’s Complaint as the “Top Concerns Memo,”³⁷ prepared in July 2018, which “enumerated the NRA Whistleblowers’ concerns related to financial conflicts of interest, senior management override of internal controls, and vague and deceptive billing practices.”³⁸ The court found that the NRA’s current CFO, Sonya Rowling and Michael Erstling, the NRA’s Director of Budget and Financial Analysis, testified that the concerns they expressed in the Top Concerns Memo³⁹ “are no longer concerns.”⁴⁰

29. The court declared that it is “an encouraging fact that Ms. Rowling has risen in the ranks of the NRA to become the acting chief financial officer, both because of her former status as a whistleblower and because of the Court’s impression of her from her testimony as a champion of compliance.”⁴¹ The court further credited testimony from Mr. Frazer regarding “the compliance training program that the NRA now has for employees.”⁴²

30. Critically, the court found that the Association’s former CFO “testified credibly that the change that has occurred within the NRA over the past few years could not have occurred

³⁶ *Id.* at p. 35.

³⁷ NYAG Complaint at ¶¶ 488, 494, 522, 543, 663.

³⁸ *Id.* at ¶ 488.

³⁹ The Whistleblower Memo included “concerns related to (1) financial conflicts of interest of senior management and board members, (2) senior management override of internal controls relating to, among other things, accounts payable procedures, travel and expense reporting, and procurement/contracts policy, (3) management making decisions in the best interests of vendors instead of the NRA, (4) vague and deceptive billing practices of vendors, (5) improper reimbursement for apartments and living expenses of certain employees, and (6) lack of control over vehicle leases obtained by senior management.” Bankr. Order at pp. 4-5.

⁴⁰ Bankr. Order at p. 35.

⁴¹ *Id.*

⁴² *Id.*

without the active support of Mr. LaPierre.”⁴³

31. Dispositive of the claim for dissolution brought by the NYAG in this Action, the court concluded that appointment of a trustee or an examiner would not be in the best interests of the bankruptcy estate:

In short, *the testimony of Ms. Rowling and several others suggests that the NRA now understands the importance of compliance*. Outside of bankruptcy, the NRA can pay its creditors, *continue to fulfill its mission, continue to improve its governance and internal controls*, contest dissolution in the NYAG Enforcement Action, and pursue the legal steps necessary to leave New York.⁴⁴

32. The Texas federal court thus expressly concluded that the NRA is well-placed to *continue improving governance and internal controls and to fulfill its mission*, as it has since its whistleblowers came forward. These findings comprehensively undermine James’s false narrative of an organization rife with corruption that it is unable to reform itself and should have been dissolved. The bankruptcy court’s factual findings in the bankruptcy proceeding, which included the same parties and considered the same facts and witnesses, are binding in this Action and preclude re-litigation of those facts.⁴⁵

33. Of course, the foregoing facts should have been known to James during her “investigation” of the NRA prior to commencing this proceeding. Nevertheless, she continued with that pre-textual investigation through to commencing this Action because the issue was never about the NRA’s internal controls and governance, but about a political effort to dissolve

⁴³ *Id.*

⁴⁴ *Id.* (emphasis added).

⁴⁵ See, e.g., *Emmons v. Broome County*, 180 A.D.3d 1213, 1216 (3d Dep’t 2020) (Collateral estoppel applies when: (1) the issues in both proceedings are identical, (2) the issue in the prior proceeding was actually litigated and decided, (3) there was a full and fair opportunity to litigate in the prior proceeding, and (4) the issue previously litigated was necessary to support a valid and final judgment on the merits,” and “precludes a party from relitigating in a subsequent action or proceeding an issue clearly raised in a prior action or proceeding and decided against that party or those in privity, whether or not the tribunals or causes of action are the same.”). Collateral estoppel also applies “[w]here a federal court declines to exercise jurisdiction over a plaintiff’s state law claims,” to “bar those claims provided that the federal court decided issues identical to those raised by the plaintiff’s state claims.” *Id.*

the Association driven by James's repeatedly expressed animus.

G. Consistent With The Improper, Politicized Purpose of Its Hostilities, the NYAG Sought to Dissolve the NRA—A Starkly Inappropriate Remedy.

34. The dissolution causes of action in the Complaint are brought under New York Not-for-Profit Corporation Law Sections 1101 and 1102. Section 1101 authorizes the NYAG to commence a dissolution action where a corporation “has exceeded the authority conferred upon it by law, or has violated any provision of law whereby it has forfeited its charter, or carried on, conducted or transacted its business in a persistently fraudulent or illegal manner, or by the abuse of its powers contrary to public policy of the State.” Section 1102 gives the NYAG the right to commence the equivalent of a derivative action by a director, who may seek dissolution where “directors or members in control of the corporation have looted or wasted the corporate assets, have perpetuated the corporation solely for their personal benefit, or have otherwise acted in an illegal, oppressive or fraudulent manner.”

35. The remedy of dissolution has been described as a judgment of “corporate death,” which “represent[s] the extreme rigor of the law.”⁴⁶ “Its infliction must rest upon grave cause, and be warranted by material misconduct,” and the State “must show on the part of the corporation accused some sin against the law of its being which has produced, or tends to produce, injury to the public. The transgression must not be merely formal or incidental, but material and serious; and such as to harm or menace the public welfare.”⁴⁷

36. New York’s highest court has ruled that dissolution is only available in cases of “egregious” conduct, which “go far beyond charges of waste, misappropriation and illegal

⁴⁶ *People by Abrams v. Oliver Schools, Inc.*, 206 A.D.2d 143, 146 (4th Dep’t 1994) (dissolution under N-PCL § 1101(a)(2) sister statute, Business Corporation Law § 1101(a)(2)).

⁴⁷ *Id.*

accumulations of surplus, which might be cured by a derivative action for injunctive relief and an accounting.”⁴⁸

37. As such, this extreme remedy is reserved for non-profit organizations that themselves were deemed to be a “sham,” a “shell,” or “phony.” Examples of such cases include:

- a “sham” cancer charity that stole more than \$75 million and performed no charitable work;⁴⁹
- a “shell charity” that used deceptive telemarketing solicitations falsely claiming that the charity was funding veterans’ services;⁵⁰
- eleven entities used to implement a fraudulent fundraising scheme which solicited donations from thousands of donors for “phony” not-for-profit organizations including religious corporations that were “mere shells” that helped hide fraudulent activity;⁵¹
- a purported animal rescue organization that solicited funds from unsuspecting donors while actually helping few animals;⁵²

⁴⁸ *Liebert v. Clapp*, 13 N.Y.2d 313, 316 (1963).

⁴⁹ See *Coalition Against Breast Cancer Dissolved By New York Attorney General’s Office*, CHARITY WATCH (May 7, 2013), <https://www.charitywatch.org/charity-donating-articles/coalition-against-breast-cancer-dissolved-by-new-york-attorney-general39s-office>; Press Release, *A.G. Schneiderman Announces Settlement with Two Sham Cancer Charities That Bilked More Than \$75 Million From Donors* (Mar. 30, 2016), <https://ag.ny.gov/press-release/2016/ag-schneiderman-announces-settlement-two-sham-cancer-charities-bilked-more-75>; Press Release, *A.G. Schneiderman Announces \$350,000 Settlement with Sham Breast Cancer Charity* (Jun. 16, 2017), <https://ag.ny.gov/press-release/2017/ag-schneiderman-announces-350000-settlement-sham-breast-cancer-charity>.

⁵⁰ See Press Release A.G. Schneiderman Announces Multistate Settlement Dissolving Deceptive Veterans Charity (Nov. 6, 2017), <https://ag.ny.gov/press-release/2017/ag-schneiderman-announces-multistate-settlement-dissolving-deceptive-veterans>.

⁵¹ See Press Release A.G. Schneiderman Announces Criminal Conviction And \$500k Civil Judgment Against NYC Fundraiser Who Solicited Donations For Fraudulent Charities In The Name Of Israeli Causes (July 23, 2014), <https://ag.ny.gov/press-release/2014/ag-schneiderman-announces-criminal-conviction-and-500k-civil-judgment-against-nyc>.

⁵² See Press Release A.G. Schneiderman Shuts Down Unregistered Animal Shelter In Oneida County (Nov. 19, 2014), <https://ag.ny.gov/press-release/2014/ag-schneiderman-shuts-down-unregistered-animal-shelter-oneida-county>.

- a puppy rescue organization that was really a puppy mill;⁵³
- a supposed leukemia foundation that spent less than one percent of its revenue to help children suffering from cancer;⁵⁴
- a tobacco industry-funded non-profit that spread disinformation about tobacco's health effects;⁵⁵
- a non-profit that was a front for distribution of child pornography.⁵⁶

38. The Complaint does not allege that the NRA fails to conduct activities consistent with its stated corporate purposes, nor that it fails to honor requests by donors regarding the specific application of their gifts. The Complaint is also silent concerning the NRA's finances and whether any alleged looting or waste by the individual defendants rendered the NRA insolvent or incapable of continuing to carry out its stated purpose. To the contrary, the Texas bankruptcy court found that "the NRA is financially healthy."⁵⁷

39. To the NRA's knowledge, since at least 1999 and perhaps for its entire existence, the NYAG has never sought dissolution of a non-profit corporation based solely on alleged self-dealing or related-party transactions engaged in by corporate executives, whether known or unknown to the corporation's board and regardless of whether those transactions were approved

⁵³ See Press Release, *A.G. Schneiderman Obtains Consent Order Shutting Long Island Puppy Flipper* (Mar. 16, 2015), <https://ag.ny.gov/press-release/2015/ag-schneiderman-obtains-consent-order-shutting-long-island-puppy-flipper>.

⁵⁴ See New York Attorney General Schneiderman Announces \$1 Million Settlement with Officials of So-Called Children's Leukemia Foundation and Their Auditor, National Association of Charity Officials, NASCO (Dec. 17, 2015), <https://www.nasconet.org/2015/12/new-york-attorney-general-schneiderman-announces-1-million-settlement-with-officials-of-so-called-childrens-leukemia-foundation-and-their-auditor/>.

⁵⁵ See Bill McAllister, *N.Y. Judge Places Tobacco Institute Under Control of Receiver*, WASH. POST (May 3, 1998), <https://www.washingtonpost.com/archive/politics/1998/05/03/ny-judge-places-tobacco-institute-under-control-of-receiver/fd082867-5a96-4f8b-9d7c-202d4eb88701/>.

⁵⁶ See *People v. Zymurgy, Inc.*, 233 A.D.2d 178 (1st Dep't 1996).

⁵⁷ Bankr. Order at p. 28.

and regardless of how substantially those transactions diminished corporate assets.

- Not when NARAL Pro-Choice's president looted hundreds of thousands of dollars for personal expenses and intimidated others into staying quiet to perpetuate the fraud.⁵⁸
- Not when the leader of the National Arts Club was found to have "systematically abused his authority" to steal millions for himself and his brother.⁵⁹
- Not when the Thoroughbred Retirement Foundation was found to be so "dysfunctional" that it was driven into insolvency by the "reckless" actions of its board and caused the suffering and death of horses in its charge.⁶⁰
- Not when the former president of the New York Legal Assistance Group was found to have diverted millions of dollars over 15 years to other entities he controlled, *with board approval*, and the organization was found to have filed "materially misleading" financial statements.⁶¹
- Not when the NYAG found a "shocking" "breakdown in governance" at the Victor E. Perley Fund that allowed its leader to loot over a million dollars and waste the fund's

⁵⁸ See Press Release, *New York Attorney General Sues Former NARAL President for Siphoning Over \$250,000 from Charity for Personal Use* (Jun 29, 2012), <https://ag.ny.gov/press-release/2012/office-attorney-general-sues-former-naral-president-siphoning-over-250000-charity>.

⁵⁹ See Press Release, *A.G. Schneiderman Obtains \$950k Settlement from Former National Arts Club Leaders for Years of Self-Dealing* (Jul. 10, 2013), <https://ag.ny.gov/press-release/2013/ag-schneiderman-obtains-950k-settlement-former-national-arts-club-leaders-years>.

⁶⁰ See Press Release, *A.G. Schneiderman Sues to Remove Board of Thoroughbred Retirement Foundation That Put Horses in Danger and Finances in Ruin* (May 3, 2012), <https://ag.ny.gov/press-release/2012/ag-schneiderman-sues-remove-board-thoroughbred-retirement-foundation-put-horses>.

⁶¹ See Press Release, *A.G. Schneiderman Announces Settlement of Lawsuit Against Yisroel Schulman, Former Director of NYLAG, For Breaching His Fiduciary Duty to NYLAG and Other Charities* (Nov. 29, 2017), <https://ag.ny.gov/press-release/2017/ag-schneiderman-announces-settlement-lawsuit-against-yisroel-schulman-former>.

entire investment portfolio intended for underprivileged children.⁶²

- Not when former executives of the Metropolitan Council on Jewish Poverty were indicted for grand larceny, money laundering, tax fraud and criminal conspiracy for taking millions through an illegal insurance-inflation scheme stretching back 20 years.⁶³
- Not when the former president of the National Arts Club was accused of years of self-dealing and mismanagement that resulted in more than \$1.75 million in lost income to the “historic” century-old institution, which agreed to institute governance reforms.⁶⁴
- Nor in any of the more than two dozen other instances since 1999 when the NYAG alleged self-dealing by non-profit executives. In every single one of those cases, the NYAG considered the non-profit a *victim* and engaged in collaborative discussions with the organizations to implement measures designed to tighten internal controls.

40. A survey of non-profit enforcement by the National Association of State Charity Officials, a consortium of attorneys general similarly demonstrates that, for the past two years, almost none of the actions categorized as “Governance and Breach of Fiduciary Duty” sought dissolution.⁶⁵ Even where they did, the remedy was sought in the alternative only if other, less-

⁶² See Press Release, A.G. Schneiderman Announces \$1.025 Million Settlement with Trustees of Nonprofit that Squandered Assets Intended for Underprivileged Children (Apr. 29, 2015), <https://ag.ny.gov/press-release/2015/ag-schneiderman-announces-1025-million-settlement-trustees-nonprofit-squandered>.

⁶³ See Press Release, *A.G. Schneiderman & Comptroller DiNapoli Announce Agreement with Met Council to Restore Charity's Operations* (Dec. 19, 2013), <https://ag.ny.gov/press-release/2013/ag-schneiderman-comptroller-dinapoli-announce-agreement-met-council-restore>.

⁶⁴ See Press Release, A.G. Schneiderman Sues Former Leader Of Historic National Arts Club For Years Of Self-Dealing (Sep. 21, 2014), <https://ag.ny.gov/press-release/2012/ag-schneiderman-sues-former-leader-historic-national-arts-club-years-self-dealing>.

⁶⁵ See NASCO’s 2019 and 2020 annual reports, available at <https://www.nasconet.org/annual-reports/>, at 11-15 (2019, identifying the Trump Foundation action as the only one seeking dissolution); and 7-10 (identifying only the Trump Foundation and two sham charity actions where looting also occurred as dissolution actions).

severe injunctive relief was not obtained.⁶⁶ It is notable that the Attorney General of the District of Columbia, which commenced an action on the same day as James making similar allegations against the NRA and one of its D.C.-domiciled foundations, *did not seek dissolution* of the foundation. When asked during an August 6, 2020 press conference what precedent existed for this action, James offered only two examples, neither of which were sought on the basis of fraudulent expenditures by management.⁶⁷ The first, the Federation of Multicultural Programs, ran a series of homes and programs for the disabled, had accumulated 27 safety violations, was determined to be actively harming patients in its care because of a lack of funds, and had been warned repeatedly by the New York State Office for People With Disabilities before it was shut down.⁶⁸ The second purported example, the Trump Foundation, was an action in which the dissolution claim was premised not on waste or misspending, but because the Foundation, *unlike the NRA*, was prohibited from engaging in political activity but had been found to operate as little more than a “checkbook” that was “co-opted” by a presidential campaign.⁶⁹ It was notably also already in the process of winding down its affairs, and had consented to dissolution.

⁶⁶ *Id.* Michael West, the senior attorney at the New York Council of Nonprofits, called the dissolution action “unprecedented.” See Alex Yablon, *Get Ready for a Feeding Frenzy Over the NRA’s Corpse*, SLATE (Sept. 3, 2020). Anne Milgram, former Attorney General for the State of New Jersey similarly noted on the Café Insider podcast after learning of this lawsuit, “The thing I kept thinking about as somebody who’s overseen charities, is that, as a rule, you, you know there were instances where we took the most aggressive actions were instances where charities have already been given an opportunity to reform, or they’d been identified as being problematic and flagged for and basically told ‘You’re going to lose your status unless you do this.’” CAFÉ INSIDERPODCAST, August 11, 2020 at 42:00, available at <https://cafe.com/insider-podcast/cafe-insider-8-11-the-executives-privilege/>.

⁶⁷ See Transcript of James’s press conference at 14:46, available at <https://www.rev.com/blog/transcripts/ny-attorney-general-letitia-james-sues-nra-press-conference-august-6>.

⁶⁸ See Russ Buetner, *An Operator of Group Homes Keeps State Aid Despite Faults*, N.Y. TIMES (Dec. 27, 2011), <https://www.nytimes.com/2011/12/28/nyregion/operator-of-ny-group-homes-thrived-despite-lapses-in-care.html>.

⁶⁹ *People v. Donald J. Trump*, et al., Index No. 451130/2018, Dkt. 1 ¶¶ 108, 116 (“The Foundation exceeded the authority conferred to it in its certificate of incorporation and acted in a persistently illegal manner by repeatedly intervening in Mr. Trump’s campaign for president in 2016 . . .” and “[the Foundation] has conducted its business in a persistently illegal manner and abused its powers contrary to the public policy of the State of New York by operating without any oversight or control by a board of directors.”).

41. The difference here is James's well-documented animus against the NRA. James's radical departure from precedent to pursue dissolution cannot therefore be reasonably viewed as anything other than abuse of the non-profit laws to silence a political enemy.

42. The dissolution action has rightfully drawn widespread condemnation as a blatant abuse of power and a threat to democratic principles from both sides of the political divide, including the American Civil Liberties Union, the New Republic, and other voices not traditionally aligned with the NRA.⁷⁰

43. The NYAG Office's decision to seek this severe remedy—effectively seizure of the NRA's remaining assets and annulment of its existence—constitutes impermissible selective enforcement of the New York Not-for-Profit Corporation Law by James. Both the U.S. and New York Constitutions prohibit the government from applying or enforcing a valid law “with an evil

⁷⁰ See, e.g., Editorial, *The Right Penalty for the NRA?*, WASH POST. (Editorial, Aug. 9, 2020) (“But dissolution? We have been vehement critics of the NRA . . . and we would not mourn its demise. But other nonprofits that have had corrupt leadership were given the chance to clean house and institute reforms. A 148-year-old organization with, it claims, 5 million members would seem to merit a similar second chance.”); Henry Olsen, *New York’s Lawsuit to Dissolve the NRA is Outrageous*, WASH.POST. (Opinion, Aug. 7, 2020) (“James’s allegations . . . would certainly be damning if true. . . . None of this, however, justifies destroying the organization itself. The NRA is still supported by millions of people and has substantial assets. It is neither broke nor derelict.”); Ruth Marcus, *Don’t Dissolve the NRA. Fix It*, Philadelphia Inquirer (Opinion, Aug. 16, 2020) (“New York has shut down other charities - cancer scams and the like – but this would be a corporate death sentence of a different magnitude. . . And while other groups aren’t likely to present such egregious fact patterns, consider the threat of a conservative attorney general going after a disfavored liberal group.”) Noah Feldman, *New York’s Attorney General Shouldn’t Dismantle the NRA*, BLOOMBERG (Opinion, Aug. 6, 2020) (“But by seeking to dissolve the NRA, the New York attorney general is knowingly creating a narrative that is potentially costly to the rule of law, that may create terrible precedents for other states and that potentially implicates the First Amendment. This is a situation where the importance of the First Amendment has relevance for the Second Amendment. The NRA is wrong about what the Second Amendment means. But it should enjoy an unimpeded First Amendment right to argue for that incorrect and dangerous interpretation of the Second.”); David Cole, *The NRA Has a Right to Exist*, WALL ST. J. (Opinion, Aug. 26, 2020), https://www.wsj.com/articles/the-nra-has-a-right-to-exist-11598457143?mod=opinion_lead_pos7 (“The American Civil Liberties Union rarely finds itself on the same side as the National Rifle Association in policy debates or political disputes. Still, we are disturbed by New York Attorney General Letitia James’s recent effort to dissolve the NRA”); Jonathan Turley, *The Tragic Irony of the New York State Lawsuit Against the NRA*, THE HILL (Opinion, Aug. 8, 2020), <https://thehill.com/opinion/judiciary/511155-the-tragic-irony-of-the-new-york-state-lawsuit-against-the-national-rifle-association> (“Trying to dissolve an organization engaged in political speech should not occur absent overwhelming proof that it is a criminal enterprise, which is why this has never happened with a group like the NRA.”).

eye and an unequal hand.”⁷¹ Such behavior “taints the integrity of the legal process to the degree that no court should lend itself to adjudicate the merits of the enforcement action,” “even though the party … may well have been guilty of violating the law.”⁷² Discrimination on the basis of political speech is such an impermissible standard.⁷³ If “‘conscious, intentional discrimination’” exists, then “the defendant will be entitled to a dismissal of the prosecution as a matter of law.”⁷⁴

44. Here, both James’s documented animus against the NRA and more than 20 years’ worth of action by the NYAG against non-profits make clear that the dissolution causes of action were included for no reason other than to punish a political enemy and stifle its speech. The record on James’s—as well as her boss, Governor Cuomo’s—hatred of the NRA is extensive. While campaigning, James repeatedly called the NRA a “terrorist organization” and a “criminal enterprise” and called its constitutionally protected Second Amendment agenda “poisonous.” She stated explicitly that, once elected, she would use the New York Not-for-Profit Corporation Law to “target” the NRA.

45. Despite James being aware that, as found by a Texas federal court, the NRA has, since 2018, fully committed to compliance with its obligations as a not-for-profit corporation, that it has protected and promoted its principal whistleblowers to high office, including those the federal court called “champions” of compliance, and that the Association understands the importance of compliance, James continued her pretextual investigation and commenced this

⁷¹ See *Yick Wo v. Hopkins*, 118 U.S. 356, 373-74 (1886); *303 West 42nd St. v. Klein*, 46 N.Y.2d 686 (1979).

⁷² *303 West 42nd St. v. Klein*, 46 N.Y.2d 686 (1979).

⁷³ See *Id.*; *Reno v. American-Arab Anti-Discrimination Committee*, 525 U.S. 471 (1999).

⁷⁴ *People v. Utica Daw's Drug Co.*, 16 A.D.2d 12, 19 (4th Dep’t 1962).

proceeding in order to make good on her threats and fulfill her political promises.

46. As the New York Court of Appeals has acknowledged, while proof of intent in these matters is often hard for a defendant to come by, here it permeates the public record. Proof of intent may also be found by a “showing of a grossly disproportionate incidence of nonenforcement against others similarly situated in all relevant respects save for” the impermissible motive.⁷⁵

47. While the totality of the NYAG’s enforcement history against non-profits is not a matter of easily searchable public record, an exhaustive search of its press releases, consent orders, publicly filed enforcement actions, and news articles stretching back more than 20 years yields not a single example where the NYAG has sought outright dissolution of any non-profit corporation (or a for-profit one, for that matter), based solely on allegations of executive misconduct and lack of oversight. This was true regardless of whether the alleged looting was board-sanctioned or not, regardless of whether the transgressor allegedly controlled the board, regardless of whether the corporation had deficient policies and procedures, regardless of the amount allegedly looted, regardless of whether the looting *completely depleted the assets of the corporation*, regardless of whether it was tied to illegal activity such as kickback schemes and money laundering, regardless of whether the individual defendants pled guilty to crimes, regardless of whether it resulted in false filings made with State regulators, and regardless of whether the corporation was no longer able to continue its purpose. James could not identify one relevant example at her press conference. Likewise, the NRA has not identified a single such action where dissolution was sought on the basis that governance reforms would allegedly be futile.

⁷⁵ *Klein*, 46 N.Y.2d at 686.

48. Fatally for the NYAG, the Complaint identifies no basis for its extreme departure from its decades-long enforcement practice. With the findings of the Texas federal court—following a twelve-day trial with almost two dozen witnesses—that the NRA has been on a years-long course correction to improve its internal governance and compliance, such departure is utterly indefensible.

49.

1. AS AND FOR A FIRST COUNTERCLAIM

(Violation of the NRA's First and Fourteenth Amendment Rights Under 42 U.S.C. § 1983 by Retaliating Against the NRA Based on Its Speech Against James in her Official and Individual Capacities)

50. The NRA repeats and re-alleges each and every allegation in the preceding paragraphs 1- 58 as though fully set forth herein.

51. 42 U.S.C. § 1983 provides, in pertinent part, that "[e]very person who, under color of any statute, ordinance, regulation, custom, or usage, of any State ... ,subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress" 42 U.S.C. § 1983.

52. James is a "person" subject to a claim under 42 U.S.C. § 1983.

53. The Fourteenth Amendment to the United States Constitution includes the "Equal Protection Clause," which prohibits New York State from "deny[ing] to any person within its jurisdiction the equal protection of the laws."

54. The NRA is a person within New York's jurisdiction pursuant to the Fourteenth Amendment of the United States Constitution.

55. The First Amendment, which applies to James by operation of the Fourteenth

Amendment, secures the NRA's right to free speech, including its right to express political beliefs concerning the constitutionally protected right to keep and bear arms.

56. The NRA has a longstanding history of political advocacy advancing the Second Amendment rights of all Americans. Although James disagrees with and opposes the NRA's political views, the NRA's freedom to express its views is a fundamental right protected by the First Amendment.

57. James's unjustified actions as NYAG—including, but not limited to, the investigation into the NRA's tax-exempt status and commencement of this dissolution proceeding—were taken under color of state law and directly in response to, and substantially motivated by, the NRA's political speech regarding the right to keep and beararms as guaranteed by the Second Amendment. Such speech is a matter of public concern.

58. As both a candidate for office, and as Attorney General, before an investigation of the NRA was even commenced, James made extreme and threatening statements against the NRA, displaying her animus towards the NRA. James has acted with the intent to obstruct, chill, deter, and retaliate against the NRA's core political speech, which is protected by the First Amendment.

59. James maintains discretion in determining whether and how to carry out her actions, including the decision to initiate a wrongful investigation into the NRA's business practices and whether to seek dissolution. Due to her animus against the NRA, James chose to exercise her discretion to harm the NRA based on the content of the NRA's speech regarding the Second Amendment. James chose to undertake and continue and her pretextual "investigation," and commenced now-dismissed dissolution efforts despite knowing the NRA had undertaken a course correction to improve its compliance controls and internal governance.

60. James's unlawful and intentional actions are not justified by a substantial or

compelling government interest and are not narrowly tailored to serve any such interest. The remedy of dissolution is not the least restrictive means of achieving any such interest.

61. James's intentional actions have resulted in significant damage to the NRA, including but not limited to, reputational harm, as well as injury to the NRA's trade, business, or profession. The NRA has also incurred, and continues to incur, significant unnecessary expenditures to defend the investigation initiated by James and her commencement of this proceeding. James's intentional actions seek to deprive the NRA of its constitutional rights and its property through dissolution and confiscation of its assets.

62. The NRA is entitled to a declaratory judgment that James's actions are unconstitutional in violation of the Association's First Amendment rights, and to a permanent injunction enjoining and prohibiting such irreparable constitutional injury.

63. Absent an injunction against James's violation of the NRA's rights to free speech, the NRA will suffer irrecoverable loss and irreparable harm. First, “[w]hen an alleged deprivation of a constitutional right is involved, most courts hold that no further showing of irreparable injury is necessary.” *Hartford Courant Company, LLC v. Carroll*, 986 F.3d 211, 224 (2d Cir. 2021) (citation omitted); see also, e.g., *Time Square Books, Inc. v. City of Rochester*, 223 A.D.2d 270, 278 (4th Dep’t 1996) (“Infringement of the constitutionally guaranteed right of free expression, ‘for even minimal periods of time, unquestionably constitutes irreparable injury.’”) (quoting *Elrod v. Burns*, 427 U.S. 347, 373 (1976)). Because the NRA has established a probable violation of its First Amendment rights, it has established irreparable harm. Finally, the equities clearly weigh in favor of the NRA, because absent injunctive relief, its and its members' rights under the U.S. Constitution will continue to be violated, but James, to the contrary, will suffer no prejudice should her continued unconstitutional actions be enjoined.

64. The NRA is also entitled to an award of damages against James, in her individual capacity, in an amount to be determined by the trier of fact.

65. The NRA is also entitled to an award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988 and New York Civil Practice Law and Rules § 8601.

2. AS AND FOR A SECOND COUNTERCLAIM

(Violation of the NRA's Rights Under Article I, Section 8 of the New York State Constitution by Retaliating Against the NRA Based on Its Speech Against James in her Official and Individual Capacities)

66. The NRA repeats and re-alleges each and every allegation in the preceding paragraphs 1-74 as though fully set forth herein.

67. Article I, Section 8 of the New York Constitution provides in relevant part: “[e]very citizen may freely speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of that right; and no law shall be passed to restrain or abridge the liberty of speech or of the press.”

68. Article I, Section 8 of the New York State Constitution secures the NRA’s right to free speech, including its right to express political beliefs concerning the constitutionally protected right to keep and bear arms.

69. The NRA has a longstanding history of political advocacy advancing the Second Amendment rights of all Americans. Although James disagrees with and opposes the NRA’s political views, the NRA’s freedom to express its views is a fundamental right protected by the First Amendment.

70. James’s unjustified actions as NYAG—including, but not limited to, the investigation into the NRA’s tax-exempt status and commencement of this dissolution proceeding—were taken under color of state law and directly in response to, and substantially motivated by, the NRA’s political speech regarding the right to keep and beararms as guaranteed

by the Second Amendment. Such speech is a matter of public concern.

71. As both a candidate for office, and as Attorney General, before an investigation of the NRA was even commenced, James has made extreme and threatening statements against the NRA, displaying her animus towards the NRA. James has acted with the intent to obstruct, chill, deter, and retaliate against the NRA's core political speech, which is protected by the First Amendment.

72. James maintains discretion in determining whether and how to carry out her actions, including the decision to initiate a wrongful investigation into the NRA's business practices and whether to seek dissolution. Due to her animus against the NRA, James chose to exercise her discretion to harm the NRA based on the content of the NRA's speech regarding the Second Amendment. James chose to undertake and continue and her pretextual "investigation," and commence this dissolution proceeding despite knowing the NRA had undertaken a course correction to improve its compliance controls and internal governance.

73. James's unlawful and intentional actions are not justified by a substantial or compelling government interest and are not narrowly tailored to serve any such interest. The remedy of dissolution is not the least restrictive means of achieving any such interest.

74. James's intentional actions have resulted in significant damage to the NRA, including but not limited to, reputational harm, as well as injury to the NRA's trade, business, or profession. The NRA has also incurred, and continues to incur, significant unnecessary expenditures to defend the investigation initiated by James and her commencement of this proceeding. James's intentional actions seek to deprive the NRA of its constitutional rights and its property through dissolution and confiscation of its assets.

75. The NRA is entitled to a declaratory judgment that James's actions are unconstitutional in violation of the Association's rights under Article I, Section 8 of the New York

Constitution, and to a permanent injunction enjoining and prohibiting such irreparable constitutional injury.

76. Absent an injunction against James's violation of the NRA's rights to free speech, the NRA will suffer irrecoverable loss and irreparable harm. The NRA has established a probable violation of its rights under the New York Constitution, and has therefore established irreparable harm. Finally, the equities clearly weigh in favor of the NRA, because absent injunctive relief, its and its members' rights under the New York Constitution will continue to be violated, but James, to the contrary, will suffer no prejudice should her continued unconstitutional actions be enjoined.

77. The NRA is also entitled to an award of damages against James, in her individual capacity, in an amount to be determined by the trier of fact.

78. The NRA is also entitled to an award of attorneys' fees and costs pursuant to New York Civil Practice Law and Rules § 8601.

3. AS AND FOR A THIRD COUNTERCLAIM

(Violation of the NRA's First and Fourteenth Amendment Rights Under 42 U.S.C. § 1983 by Retaliating Against the NRA Based on Its Members' Exercise of Association Rights Against James in her Official and Individual Capacities)

79. The NRA repeats and re-alleges each and every allegation in the preceding paragraphs 1- 87 as though fully set forth herein.

80. The First Amendment, which applies to James by operation of the Fourteenth Amendment recognizes and protects the right to freedom of association.

81. James is a "person" subject to a claim under 42 U.S.C. § 1983.

82. The NRA is a person within New York's jurisdiction pursuant to the Fourteenth Amendment of the United States Constitution.

83. The NRA's approximately five million dues paying members are an association

that desires to engage in advocacy, expression and protection of Second Amendment rights.

84. The NRA's members have a substantial relationship with the Association, which represents its members and advocates for their rights. To the extent the NRA's members lack standing to participate in this Action as parties, the Association is entitled to represent its members to avoid a dilution of its members' constitutional rights.

85. James's intentional actions are designed to punish the NRA and its dues paying members for associating to engage in Second Amendment advocacy and to chill NRA members' exercise of such freedom of association. Such actions have resulted in and will continue to result in significant damage to the NRA, including, but not limited to, damage due to reputational harm, as well as injury to the NRA's trade, business, or profession. The NRA has also incurred, and continues to incur, significant unnecessary expenditures to defend the investigation initiated by James and her commencement of this proceeding. James's intentional actions seek to deprive the NRA of its constitutional rights and its property through dissolution and confiscation of its assets.

86. The NRA is entitled to a declaratory judgment that James's actions are unconstitutional in violation of the Association and its members' First and Fourteenth Amendment rights, and to a permanent injunction enjoining and prohibiting such irreparable constitutional injury.

87. Absent an injunction against James's violation of the NRA's rights to free association, the NRA will suffer irrecoverable loss and irreparable harm. The NRA has established a probable violation of its rights under the First Amendment, and has therefore established irreparable harm. Finally, the equities clearly weigh in favor of the NRA, because absent injunctive relief, its and its members' rights under the U.S. Constitution will continue to be violated, but James, to the contrary, will suffer no prejudice should her continued unconstitutional

actions be enjoined.

88. The NRA is also entitled to an award of damages against James, in her individual capacity, in an amount to be determined by the trier of fact.

89. The NRA is also entitled to an award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988 and New York Civil Practice Law and Rules § 8601.

4. AS AND FOR A FOURTH COUNTERCLAIM

(Violation of the NRA's Rights Under Article I, Section 9 of the New York State Constitution by Retaliating Against the NRA Based on Its Members' Exercise of Association Rights Against James in her Official and Individual Capacities)

90. The NRA repeats and re-alleges each and every allegation in the preceding paragraphs 1- 98 as though fully set forth herein.

91. Article I, Section 9 of the New York State Constitution recognizes and protects the right to freedom of association, providing in relevant part: "No law shall be passed abridging the rights of the people peaceably to assemble and to petition the government"

92. The NRA's approximately five million dues paying members are an association that desires to engage in advocacy, expression and protection of Second Amendment rights, including but not limited to, petitioning the government.

93. The NRA's members have a substantial relationship with the Association, which represents its members, advocates for their rights and petitions the government on their behalf. To the extent the NRA's members lack standing to participate in this Action as parties, the Association is entitled to represent its members to avoid a dilution of the its members' constitutional rights.

94. James's intentional actions are designed to punish the NRA and its dues paying members for associating to engage in Second Amendment advocacy and to chill NRA members' exercise of such freedom of association. Such actions have resulted in and will continue to result in significant damage to the NRA, including, but not limited to, damage due to reputational harm,

as well as injury to the NRA's trade, business, or profession. The NRA has also incurred, and continues to incur, significant unnecessary expenditures to defend the investigation initiated by James and her commencement of this proceeding. James's intentional actions seek to deprive the NRA of its constitutional rights and its property through dissolution and confiscation of its assets.

95. The NRA is entitled to a declaratory judgment that James's actions are unconstitutional in violation of the Association and its members' rights under Article I, Section 9 of the New York State Constitution, and to a permanent injunction enjoining and prohibiting such irreparable constitutional injury.

96. Absent an injunction against James's violation of the NRA's rights to free association, the NRA will suffer irrecoverable loss and irreparable harm. The NRA has established a probable violation of its rights under the New York Constitution, and has therefore established irreparable harm. Finally, the equities clearly weigh in favor of the NRA, because absent injunctive relief, its and its members' rights under the New York Constitution will continue to be violated, but James, to the contrary, will suffer no prejudice should her continued unconstitutional actions be enjoined.

97. The NRA is also entitled to an award of damages against James, in her individual capacity, in an amount to be determined by the trier of fact.

98. The NRA is also entitled to an award of attorneys' fees and costs pursuant to New York Civil Practice Law and Rules § 8601.

5. AS AND FOR A FIFTH COUNTERCLAIM

(Selective Enforcement of N.Y. Not-for-Profit Corporation Law Against the NRA in Violation of the Fourteenth Amendment Against James in her Official and Individual Capacities)

107. The NRA repeats and re-alleges each and every allegation in the preceding paragraphs 1-107 as though fully set forth herein.

108. The NRA is a person within New York's jurisdiction pursuant to the Fourteenth Amendment of the United States Constitution.

109. The Equal Protection Clause of the Fourteenth Amendment prohibits State actors from uneven application of the law based on an impermissible standard. Discrimination based on political speech is such an impermissible standard.

110. James's decision to seek dissolution of the NRA, for the very first time on the sole basis of executive misconduct, despite more than two decades of non-enforcement against similarly situated non-profit corporations, demonstrates selective enforcement of the not-for-profit law. James's repeated hostile statements regarding the NRA demonstrate that this selective enforcement is based upon, and is motivated by, the impermissible basis of the NRA's disfavored political speech.

111. The NYAG routinely announces investigations it is conducting, and since James took office, it has announced no investigations into other New York-based non-profits for similar alleged misconduct.

112. James maintains discretion in determining whether and how to carry out her actions, including the decision to initiate a wrongful investigation into the NRA's business practices and whether to seek dissolution. Due to her animus against the NRA, James chose to exercise her discretion to harm the NRA based on the content of the NRA's speech regarding the Second Amendment. James chose to undertake and continue and her pretextual "investigation," and commence this dissolution proceeding despite knowing the NRA had undertaken a course correction to improve its compliance controls and internal governance. Unlike in similar situations, James undertook this course of action rather than permit the NRA to continue its internal reforms and improvements, based upon her animus against the NRA as expressed through her

repeated threats and extreme statements.

113. The NRA is entitled to a declaratory judgment that James's actions are unconstitutional in violation of the Association's Fourteenth Amendment rights, and to a permanent injunction enjoining and prohibiting such irreparable constitutional injury.

114. The NRA is also entitled to dismissal of the Complaint.

115. Absent an injunction against James's violation of the NRA's equal protection rights, the NRA will suffer irrecoverable loss and irreparable harm. The NRA has established a probable violation of its rights under the Fourteenth Amendment, and has therefore established irreparable harm. Finally, the equities clearly weigh in favor of the NRA, because absent injunctive relief, its and its members' rights under the U.S. Constitution will continue to be violated, but James, to the contrary, will suffer no prejudice should her continued unconstitutional actions be enjoined.

116. The NRA is also entitled to an award of damages against James, in her individual capacity, in an amount to be determined by the trier of fact.

117. The NRA is also entitled to an award of attorneys' fees and costs pursuant to New York Civil Practice Law and Rules § 8601.

6. AS AND FOR A SIXTH COUNTERCLAIM

(Selective Enforcement of N.Y. Not-for-Profit Corporation Law Against the NRA in Violation of Article I, Section 11 of the New York State Constitution Against James in her Official and Individual Capacities)

118. The NRA repeats and re-alleges each and every allegation in the preceding paragraphs 1-118 as though fully set forth herein.

119. Pursuant to the Equal Protection Clause set forth in Article I, Section 11 of the New York Constitution, “[n]o person shall be denied the equal protection of the laws of [New York]

state or any subdivision thereof.”

120. The NRA is a “person” within the meaning of the Equal Protection Clause in the New York Constitution.

121. Article I, Section 11 of the New York State Constitution prohibits State actors from uneven application of the law based on an impermissible standard. Discrimination based on political speech is such an impermissible standard.

122. James’s decision to seek dissolution of the NRA, for the very first time on the sole basis of executive misconduct, despite more than two decades of non-enforcement against similarly situated non-profits, demonstrates selective enforcement of the not-for-profit law. James’s repeated hostile statements regarding the NRA demonstrate that this selective enforcement has occurred on the impermissible basis of the NRA’s disfavored political speech.

123. NYAG routinely announces investigations it is conducting, and since James took office, it has announced no other investigations into other New York-based non-profits for similar alleged misconduct.

124. James maintains discretion in determining whether and how to carry out her actions, including the decision to initiate a wrongful investigation into the NRA’s business practices and whether to seek dissolution. Due to her animus against the NRA, James chose to exercise her discretion to harm the NRA based on the content of the NRA’s speech regarding the Second Amendment. James chose to undertake and continue and her pretextual “investigation,” and commence this dissolution proceeding despite knowing the NRA had undertaken extensive efforts to improve its compliance controls and internal governance. Unlike in similar situations, James undertook this course of action rather than permit the NRA to continue its internal reforms and improvements, based upon her animus against the NRA as expressed through her repeated threats

and extreme statements.

125. The NRA is entitled to a declaratory judgment that James's actions are unconstitutional in violation of the Association's rights under Article I, Section 11 of the New York Constitution, and to a permanent injunction enjoining and prohibiting such irreparable constitutional injury.

126. The NRA is also entitled to dismissal of this Complaint.

127. Absent an injunction against James's violation of the NRA's equal protection rights, the NRA will suffer irrecoverable loss and irreparable harm. The NRA has established a probable violation of its rights under the New York Constitution, and has therefore established irreparable harm. Finally, the equities clearly weigh in favor of the NRA, because absent injunctive relief, its and its members' rights under the New York Constitution will continue to be violated, but James, to the contrary, will suffer no prejudice should her continued unconstitutional actions be enjoined.

128. The NRA is also entitled to an award of damages against James, in her individual capacity, in an amount to be determined by the trier of fact.

129. The NRA is also entitled to an award of attorneys' fees and costs pursuant to New York Civil Practice Law and Rules § 8601.

7. AS AND FOR A SEVENTH COUNTERCLAIM

(Declaratory Judgment Against James in her Official and Individual Capacities)

129. The NRA repeats and re-alleges each and every allegation in the preceding paragraphs 1-130 as though fully set forth herein.

130. The First Amendment requires that state actions infringing on such a right be warranted by a compelling state interest and accomplished by the least restrictive means.

131. Pursuant to CPLR 3001, in pertinent part, “the [New York State] supreme court may render a declaratory judgment having the effect of a final judgment as to the rights and other legal relations of the parties to a justiciable controversy whether or not further relief is or could be claimed.”

132. Dissolving an entity like the NRA that is engaged in constitutionally protected activity is not warranted by a compelling state interest, is not the least narrow and restrictive means of achieving any alleged compelling state interest and presents direct and immediate harm to the Association.

133. James seeks, under color of state law, to impute the actions of four individuals to over five million members and subject the NRA and its membership to statutory dissolution liability on a theory of corporate fraud or alternately under laws allowing dissolution where executives have looted a corporation, despite clear court precedent disallowing such a severe remedy. Any such reading of New York’s Not-for-Profit Law Sections 1101 or 1102 would be unconstitutional when applied to organizations such as the NRA that are engaged in constitutionally protected speech.

134. The NRA is entitled to a declaratory judgment that allegations of executive misconduct do not constitute corporate fraud or criminality and that Sections 1101 and 1102 are unconstitutional as applied to the NRA absent such a showing.

VIII. DEMAND FOR JURY TRIAL

135. The NRA hereby demands a trial by jury on all issues so triable.

IX. REQUEST FOR RELIEF

WHEREFORE the NRA respectfully requests that the Court enter judgment in the NRA’s favor and against James, as follows:

a. Dismissing this action in its entirety, and awarding Defendant its costs and

expenses of this action;

b. Declaring, pursuant to CPLR § 3001, that James has violated, and continues to violate, the NRA's rights to free speech under both the United States and New York State Constitutions;

c. Declaring, pursuant to CPLR § 3001, that James has violated, and continues to violate, the NRA's equal protection rights under both the United States and New York State Constitutions;

d. Declaring, pursuant to CPLR § 3001, that James has violated, and continues to violate, the NRA members' rights to free association under both the United States and New York State Constitutions;

e. Declaring that Sections 1101 and 1102 of New York's Not-for-Profit Law are unconstitutional insofar as they may be used—as the NYAG attempts to do here—to dissolve organizations engaged in constitutionally protected activities based solely on allegations of executive looting;

f. Granting a preliminary and permanent injunction preventing the NYAG from further pursuing its dissolution causes of action;

g. Granting a preliminary and permanent injunction, pursuant to CPLR 6301 and 6311, ordering James, the NYAG's Charities Bureau, its agents, representatives, employees and servants and all persons and entities in concert or participation with it and James (in her official capacity), to immediately cease and refrain from engaging in any further conduct or activity which has the purpose or effect of interfering with the NRA's exercise of the rights afforded to it under the First Amendment to the United States Constitution and Sections 8, 9 and 11 of the New York State Constitution;

- h. Granting such other injunctive or equitable relief to which the NRA is entitled;
- i. Awarding the NRA actual damages, including compensatory and consequential damages, in an amount to be determined at trial;
- j. Awarding the NRA exemplary or punitive damages;
- k. Awarding the NRA pre-judgment and post-judgment interest at the highest lawful rates;
- l. Awarding the NRA such costs and disbursements as are incurred in prosecuting this action, including reasonable attorneys' and experts' fees; and
- m. Granting the NRA such other and further relief as this Court deems just and proper.

Dated: April 12, 2022

By: /s/ Svetlana Eisenberg
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**ATTORNEYS FOR DEFENDANT
THE NATIONAL RIFLE ASSOCIATION**

VERIFICATION

Svetlana M. Eisenberg, an attorney admitted to practice in the courts of the State of New York, and not a party to this action, hereby affirms the following to be true under the penalties of perjury, pursuant to CPLR § 2106:

I am counsel for The National Rifle Association of America in this action. I have read the annexed First Amended Answer to Supplemental and Amended Complaint and Counterclaims. To the extent I have personal knowledge of the matters alleged, I know them to be true. To the extent I do not have personal knowledge of the matters alleged, I believe them to be true. The grounds for my belief are, among other things, documents furnished to me by my client, discussions with my client's officers, directors, employees and other counsel, and review of various witnesses' testimony.

The reason why this verification is not made by Defendant The National Rifle Association of America is that The National Rifle Association of America is not in the county where I have my office.

Date: April 12, 2022
New York, New York

/s/ Svetlana M. Eisenberg
Svetlana M. Eisenberg