

# EXHIBIT 4R

**From:** [Saxon, Matthew](#)  
**To:** [Svetlana Eisenberg](#)  
**Cc:** [Buchanan, Tom](#); [witdavis1980@gmail.com](mailto:witdavis1980@gmail.com)  
**Subject:** RE: Chris Cox/Winston Invoices related to NYAG's Subpoena in NYAG v. NRA et al.  
**Date:** Wednesday, October 27, 2021 9:17:04 AM

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Svetlana,

The fees relate to the NYAG investigation. As you know, [REDACTED]

[REDACTED] There is no law [REDACTED]

Indeed, the NRA has already conceded this. On November 6, 2019, we wrote to John Frazer: "Please confirm that the NRA will reimburse Chris for any reasonable costs and fees that we incur in responding to this subpoena." John Frazer responded on November 6, 2019: "The NRA confirms that it will reimburse reasonable legal fees Chris incurs responding to this and other requests from the NYAG which focus on matters within the scope of his former employment by the NRA."

Consistent with Mr. Frazer's email (and its legal obligations), the NRA has to date advanced all fees that Cox incurred as a result of the NYAG investigation. Nothing has changed. In fact, in the settlement agreement between the parties, the NRA "acknowledge[d] the validity of the Employment Agreement."

We already litigated issues surrounding Cox's [REDACTED] numerous times. The contract and [REDACTED] are very clear. Nothing in the contract requires Cox to go through the NYAG for [REDACTED]

Please remit payment no later than November 2. Otherwise, we will be forced to move for the appropriate relief, and we will seek fees.

**Matthew M. Saxon**

Partner

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**WINSTON  
& STRAWN**  
LLP

**From:** Svetlana Eisenberg <sme@brewerattorneys.com>

**Sent:** Tuesday, October 26, 2021 1:32 PM

**To:** Saxon, Matthew <MSaxon@winston.com>

**Cc:** Buchanan, Tom <TBuchana@winston.com>; witdavis1980@gmail.com

**Subject:** Chris Cox/Winston Invoices related to NYAG's Subpoena in NYAG v. NRA et al.

Matt,

The NRA received the two attached invoices from your firm/Mr. Cox. The NRA understands that these are Mr. Cox's legal expenses related to the subpoena for documents issued to Mr. Cox on August 17, 2021, by the NYAG in the above-referenced action (the "Subpoena").

We draw your attention to CPLR 3122(d) and Guideline V. of Appendix A to the New York County Commercial Division Rules, Guidelines for Discovery of Electronically Stored Information ("ESI") from Nonparties. The rule and the guideline make clear that the two invoices, to the extent they constitute Mr. Cox's "reasonable . . . expenses" in connection with the Subpoena should be paid by the NYAG as the "requesting party."

In any case, please note that any requests for reimbursement of legal fees or costs must specify the source of the purported legal right to the reimbursement that Mr. Cox seeks.

Please do not hesitate to reach out if you have any further questions.

The NRA reserves all rights and waives none.

Regards,

Svetlana

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