

**B R E W E R**  
ATTORNEYS & COUNSELORS

January 4, 2022

**VIA NYSCEF**

Honorable Joel M. Cohen  
Justice of the Supreme Court of the State of New York  
Commercial Division, New York County  
60 Centre Street New York, NY 10007

***Re: NYAG v. National Rifle Association of America et al., Index No. 451625/2020:  
Motion Sequence No. 23: Relief Requested in Christopher Cox's  
Memorandum of Law (NYSCEF No. 529)***

Dear Justice Cohen:

We represent the National Rifle Association of America (the “NRA”) in the above-referenced matter.

In two recent submissions related to Motion Sequence No. 23, which is being heard on January 5, 2022, Christopher Cox asks the Court to order (i) the NYAG to defray his production expenses, including any reasonable attorney fees, and (ii) the NRA “to pay [him] any remaining attorneys’ fees . . . surrounding the [NYAG’s] subpoena.” NYSCEF No. 529 at 3; *see also* NYSCEF No. 486 *et seq.*

The NRA agrees with Cox that, under the applicable law, the NYAG’s responsibility for defraying subpoenaed third parties’ production expenses is not limited to costs but encompasses reasonable attorney fees.

However, with regard to Cox’s request for an order as to the NRA, the Court lacks subject matter jurisdiction over that request. Specifically, the agreement on which Cox relies in seeking a payment from the NRA clearly states that “[a]ny dispute arising out of or relating to this contract . . . shall be finally resolved by arbitration.” Exhibit 1 to Cox’s letter to the Court dated December 6, 2021 at page 5 Paragraph 11. As a result, even if Cox’s request for expenses as against the NRA in this procedural context were proper—it is not—the NRA asks the Court to disregard it because it is not properly before this Court. Of course, the NRA reserves all rights with regard to the merits of Cox’s request.

Respectfully submitted,

/s/ Svetlana M. Eisenberg

Svetlana M. Eisenberg

Counsel for the National Rifle Association of  
America