

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

Plaintiff,

v.

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

Defendants.

and

**THE NATIONAL RIFLE ASSOCIATION
OF AMERICA,**

**Defendant-Counterclaim
Plaintiff,**

v.

**LETITIA JAMES, ATTORNEY
GENERAL OF THE STATE OF NEW
YORK, IN HER OFFICIAL AND
INDIVIDUAL CAPACITIES.**

**Plaintiff-Counterclaim
Defendants.**



INDEX NO. 451625/2020

**AMENDED NOTICE OF RULE 11-F ORAL EXAMINATION OF
THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK**

PLEASE TAKE NOTICE that, pursuant to Section 202.70 of the Uniform Civil Rules for the Supreme Court (“Uniform Rules”), including Rule 11-f of the Rules of the Commercial Division, and article 31 of Civil Practice Law and Rules (the “CPLR”), Defendant and

Counterclaim Plaintiff the National Rifle Association of America (“NRA”) by and through its undersigned counsel, will take the deposition upon oral examination of the Office of the Attorney General of New York State, before a Notary Public or other person authorized by the laws of the State of New York to administer oaths, regarding evidence that is material and necessary in the prosecution and defense in this action, including the Matters identified below.

The deposition will take place at the offices of counsel for the NRA, Brewer, Attorneys & Counselors, 750 Lexington Avenue, 14th Floor, New York, New York, 10022, on **February 1, 2022 at 9:00 a.m. E.T.** or on such other date and at such time as may be agreed to among counsel for the parties, and shall continue from day to day thereafter, except for weekends and holidays, until completed.

PLEASE TAKE FURTHER NOTICE that, pursuant to Section 202.15 of the Uniform Rules, the deposition will be recorded by videotape by Shreck Video Services c/o Lexitas Legal, 100 Merrick Road, Rockville Centre, New York 11570, and transcribed by a court reporter from Lexitas Legal.

PLEASE TAKE FURTHER NOTICE that the NRA reserves its right to supplement this Amended Notice.

I.**DEFINITIONS**

1. “Action” shall mean the above-captioned action, Index No. 451625/2020, in the Supreme Court of the State of New York, Commercial Division, New York County, including: (a) the claims asserted by the Attorney General of New York State against the NRA and other defendants and any defenses asserted thereto, and (b) the counterclaims asserted by the NRA against the Attorney General of New York State and any defenses asserted thereto.

2. “All” and “any” shall be construed so as to bring within the scope of the Requests all Documents which might otherwise be construed to be outside the scope.

3. “Amended Complaint” shall mean the Amended and Supplemental Complaint, filed in the Action on August 16, 2021.

4. “OAG,” “You,” and “Your” shall mean the Office of the Attorney General of New York State, Letitia James, the plaintiff and counter-defendant and in the Action, and all other persons acting or purporting to act with, for, or on its, her or their behalf, including, but not limited to, any of its or her constituent Bureaus, such as the Charities Bureau, consultants, accountants, advisors, attorneys, or any person acting in an advisory, agency, or consulting capacity, including, but not limited to: (i) the current Attorney General Letitia James (“James”), in her official and/or individual capacity, and/or any former Attorney General (collectively, the “Attorney General”) and (ii) where applicable, other agencies, offices, bureaus, departments, or divisions of the State of New York or their constituent personnel.

5. “Campaign” shall mean the campaign or campaigns of Letitia James to be (a) elected New York State Attorney General in the 2018 election year, (b) reelected New York

State Attorney General in the 2022 election year, or (c) elected Governor of New York in the 2022 election year.

6. “Communication(s)” shall mean any oral, written, or recorded utterance, notation, or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, emails, text messages (including text messages sent or received over devices issued by You or personal devices), conversations, facsimiles, letters, telegrams, cables, telexes, dialogues, discussions, negotiations, interviews, consultations, telephone calls, agreements, and any other understandings, among two or more persons. The term “Communication(s)” includes written summaries of any of the foregoing types of communications. Drafts of Communications—including unsent drafts which may or may not have been sent to or received by another person and hence may not thus have been “among two or more persons”—are encompassed by the term “Communication(s).”

7. “Custodian” shall mean any Person that, as of the date of this Notice, maintained, possessed, or otherwise kept or controlled a Document and/or a Communication.

8. “Document(s)” has the broadest meaning permitted by the CPLR and any other applicable laws and rules including, without limitation, any written, recorded, graphic, or other matter, whether sent or received or made or used internally, however produced or reproduced and whatever the medium on which it was produced or reproduced (whether on paper, cards, charts, files, printouts, tapes, discs, belts, video tapes, audiotapes, tape recordings, cassettes, or other types of voice recording or transcription, computer tapes, databases, emails, pictures, photographs, slides, films, microfilms, motion pictures, mobile devices, smart phones, or any other medium), and any other tangible item or thing of readable, recorded, or visual material of whatever nature including without limitation originals, drafts, electronic documents with included metadata, and

all non-identical copies of each Document (which, by reason of any variation, such as the presence or absence of handwritten notes or underlining, represents a separate Document within the meaning of this term). The foregoing specifically includes information stored electronically, whether in a computer database or otherwise, regardless of whether such Documents are also presently in documentary form.

9. The “Bankruptcy Case” shall mean the bankruptcy proceeding styled as *In re National Rifle Association of America and Sea Girt, LLC*, Case No. 21-30085-HDH11 (Bankr. N.D. Tex.).

10. “Investigation” shall mean any investigation, inquiry, inquest, examination, inspection, audit, survey, surveillance, interrogation, enforcement action, or other work performed or undertaken by You relating to the affairs, management, governance, accounts, membership, or conduct of the NRA, before or after commencement of the Action, including, but not limited to: (i) any investigation commenced, or sought to be commenced, during the tenure of former New York State Attorney General Eric Schneiderman; (ii) any investigation(s) or adverse action(s) against the NRA referenced by, promised by, or known to Attorney General James (then candidate James) during her campaign for New York State Attorney General in 2018; (iii) the investigation referenced in the OAG’s “Document Preservation for New York State Attorney General Investigation” dated April 26, 2019; and/or (iv) any investigation of the NRA continuing after the commencement of the Action.

11. The “NRA” shall mean the National Rifle Association of America, as defined by the OAG in the OAG’s First Request for Production of Documents to Defendant National Rifle Association of America (at page 6, Particular Definitions, paragraph 17).

12. “Everytown” shall mean “Everytown for Gun Safety Action Fund, Inc.” or “Everytown for Gun Safety” and any person acting, or who has so acted, on its or their behalf, including, but not limited to, any of its or their former or current agents, representatives, officers, directors, employees independent contractors, attorneys, and each and every person acting on its or their behalf or at its or their direction or on whose behalf it or they were acting with respect to the matters referred to herein.

13. The terms “Person,” “persons,” “Individual,” “Individuals,” “Entity,” and “Entities” include natural persons, groups of natural persons acting in a collegial capacity (e.g., a committee or counsel), firms, corporations, partnerships, associations, joint ventures, trusts, and any other incorporated or unincorporated business, governmental, public, or legal entity.

14. “Relating to,” or “concerning” shall mean relating to, concerning, reflecting, referring to, having a relationship to, pertaining to, identifying, containing, pertinent to, comprising, setting forth, showing, disclosing, describing, explaining, summarizing, evidencing, or constituting, directly or indirectly, in whole or in part, or to be otherwise factually, legally, or logically connected to, the subject matter of a particular matter.

15. Whenever appropriate, the singular form of a word shall be interpreted in the plural, and vice-versa, and the words “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Matter that might otherwise be construed to be outside its scope.

II.**INSTRUCTIONS**

1. Unless otherwise specified (e.g., Matter 21), the Matters for deposition concern the time period January 1, 2015 to the current date.
2. Under Rule 11-f of the Uniform Rules, You shall designate one or more officers, directors, representatives or agents, or other individuals most knowledgeable, regarding all information known or reasonably available relating to the Matters identified below.
3. Such designation shall include the identity, description or title of such individual(s), and if You designate more than one individual, You shall set out the matters on which each individual will testify.
4. You must make the designations called for by Rule 11-f(c) no later than ten days prior to the deposition.

III.
NON-EXCLUSIVE LIST OF MATTERS TO BE ADDRESSED AT THE
DEPOSITION (IDENTIFIED PURSUANT TO COMMERCIAL DIVISION
RULE 11-F)

You are obligated, at the noticed deposition, to provide complete and binding testimony on Your behalf, pursuant to Rule 11-f of the New York Commercial Division Rules (Section 202.70), including, but not limited to, on the following Matters:

1. All steps taken by You to identify, preserve, collect, and produce Documents, Communications, and other information in response to: (a) the NRA's First Requests for Production of Documents, dated February 3, 2021 ("NRA's First RFP"), (b) the NRA's Second Requests for Production of Documents, dated October 14, 2021 ("NRA's Second RFP"), and (c) Debtors' First Requests for the Production of Documents, dated February 25, 2021 ("NRA Bankruptcy RFP"), served on the OAG in the Bankruptcy Case, including but not limited to, Custodians interviewed and Documents and Communications withheld from production and the grounds for such withholding.

2. All steps taken by You to comply with (a) NRA's First RFP, (b) NRA's Second RFP, and (c) NRA Bankruptcy RFP, including but not limited to, concerning (i) the identities of Custodians from whom Documents, Communications, and other information were collected, (ii) the devices from which Documents, Communications, and other information were collected, and (iii) the OAG's files that were searched for Documents, Communications, and other information.

3. The contents of the OAG's (a) Responses and Objections, dated February 18, 2021, to the NRA's First RFP, and (b) Responses and Objections, dated November 10, 2021, to the NRA's Second RFP.

4. Facts and circumstances concerning the drafting, contents, timing, and release of any public statements concerning the NRA by (a) the OAG, and/or (b) James, whether in an official or an individual capacity.

5. All statements made by and/or attributed to James or others at the OAG about dissolution, injunctive, or other relief she/the OAG intends to seek or seeks against the NRA, including but not limited to the statements listed in Table A and other statements that are in sum and substance the same as the statements listed in Table A. This Matter includes but is not limited to any factual or legal bases—written or otherwise—for such statements and all communications relating or evidencing any such bases.

Table A

Statement or Reported Statement by Letitia James (underline indicates emphasis added)	Approximate Date/Event
“The NRA is an <u>organ of deadly propaganda</u> masquerading as a charity for public good.”	July 12, 2018 Press Release ¹
“As Attorney General, Tish James <u>will target the NRA</u> , take on arms manufacturers and dealers, investigate financial backing of gun makers and sellers, and <u>build new models to take on interstate arms trafficking</u> .”	July 12, 2018 Press Release ²

¹ Tish James for Attorney General Press Release, Tish James Announces Attorney General Platform to Protect New Yorkers from Gun Violence, July 12, 2018, <https://www.tishjames2018.com/press-releases/2018/7/12/taking-on-the-scourge-of-gun-violence-and-keeping-new-yorkers-safe/> (Last Visited, October 14, 2021).

² *Id.*

Statement or Reported Statement by Letitia James (underline indicates emphasis added)	Approximate Date/Event
“[The NRA] are nothing more than <u>a criminal enterprise</u> . We are waiting to take on all of the banks that finance them, their investors.”	August 30, 2018, Published Interview with Our Time Press ³
“Together, we can . . . <u>take on . . . the @nra . . .</u> ”	September 1, 2018 ⁴
“[W]e CAN <u>take down the NRA</u> . We CANNOT waiver on gun control. That’s why I’m running.”	September 3, 2018 ⁵
“[T]he NRA . . . <u>is a criminal enterprise</u> .”	September 4, 2018, Video of “Evening with the Candidates” Forum for the Democratic Attorney General Primary Candidates hosted by New York City Bar Association ⁶
““NRA . . . needs to be held accountable for the destruction and the loss of lives . . . ”	September 27, 2018 ⁷
“James said that she made no distinction between the lobbying and charitable arms of the NRA.”	September 27, 2018 ⁸

³ Tish James Becomes New York’s Attorney General – First Black Woman Elected to Statewide Office, Our Time Press (Nov. 8, 2018), <https://ourtimepress.com/tish-james-becomes-new-yorks-attorney-general-first-black-woman-elected-to-statewide-office/> (Last Visited, October 14, 2021).

⁴ @TishJames Twitter post.

⁵ @TishJames Twitter post.

⁶ Available at https://www.youtube.com/watch?v=6n2_LHNEUW0 (statement at the 17:50 mark).

⁷ <http://liherald.com/stories/nassau-protests-nra-fundraiser,107617> (Oct. 25, 2018) (Last Visited, October 14, 2021).

⁸ *Id.*

Statement or Reported Statement by Letitia James (underline indicates emphasis added)	Approximate Date/Event
“When I’m Attorney General I’ll <u>take on the @NRA</u> and investigate their status as a non-profit.”	October 8, 2018 ⁹
“Tums out they [the NRA] don't like it . . . if you pledge to investigate their status as a non-profit as the next AG of NY.”	October 10, 2018 ¹⁰
“The NRA holds [itself] out as a charitable organization, but in fact, [it] really [is] <u>a terrorist organization.</u> ”	October 31, 2018, Published Interview with <i>Ebony</i> ¹¹
“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”	November 8, 2018 ¹²
Attorney General James’s statement in announcing her candidacy for Governor of New York that she has “worked to <u>eliminate</u> the NRA”	October 29, 2021 ¹³
“The NRA is fraught with fraud, abuse, and illegality that has permeated the organization — this is why we filed our lawsuit to remove senior leadership and dissolve the organization last year.”	December 10, 2021 ¹⁴

⁹ @TishJames Twitter post.

¹⁰ @TishJames Twitter post.

¹¹ 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/> (Last Visited, October 14, 2021).

¹² @TishJames Twitter post.

¹³ New York Attorney General Letitia James Announces She Will Run for Governor (ijr.com) (last visited December 31, 2021).

¹⁴ Attorney General James Continues to Fight NRA’s Efforts to Dismiss Corruption Lawsuit | New York State Attorney General (ny.gov) (last visited December 30, 2021).

6. The Investigation, including but not limited to: (a) facts, circumstances, Documents and Communications concerning authorization of the commencement of the Investigation and the relevant specific date(s) of such commencement; and (b) customary internal protocols at the OAG that bear on commencement of an investigation and its authorization. Matters to which subsections (a) and (b) in the preceding sentence relate include but are not limited to (i) the “Attorney General grant[ing of] the authority to the charities bureau to . . . open the investigation [of the NRA] . . . on April 19, 2019” (*see* Transcript of William Wang’s Deposition on March 23, 2021 at pp. 65:18-66:1), and (ii) the “preinvestigative inquiry stage with regard to the NRA,” which—according to Mr. Wang’s testimony—began “between November and December” 2018 (*see* Transcript of William Wang’s Deposition at pp. 64:12-17).

7. Interviews conducted by the OAG or any of Your staff, attorneys, investigators, or other representatives, during and in connection with the Investigation.

8. All communications—whether direct or indirect—concerning the NRA between the OAG and any of the following Persons or Entities, including but not limited to, any of their contractors, investigators, current or former officers, employees, attorneys, agents, representatives, predecessors-in-interest, affiliates, or designees:

- A. Andrew Cuomo;
- B. Maria Vullo;
- C. Linda Lacewell;
- D. Laura Wood;
- E. Erica Harris;
- F. Michael R. Bloomberg and/or any other Campaign donor or supporter;

- G. Everytown, including but not limited to, Jason Lilien, Nicholas Suplina, Rachel Nash, Michael-Sean Spence, and/or Michael Kane;
- H. Office of the Governor of the State of New York;
- I. Office of the Attorney General for the District of Columbia;
- J. New York State Department of Financial Services;
- K. Tim Mak;
- L. Moms Demand Action and/or Moms Demand Action for Gun Sense in America;
- M. Giffords Law Center to Prevent Gun Violence;
- N. The Democratic National Committee;
- O. Democratic Attorneys General Association; or
- P. Former or current members of the NRA's Board of Directors, NRA Officers, employees, vendors, including but not limited to,
 - a. Wilson "Woody" Phillips,
 - b. Joshua Powell,
 - c. Wayne LaPierre,
 - d. John Frazer,
 - e. Christopher Cox,
 - f. Oliver North,
 - g. Mike Marcellin,
 - h. Mildred Hallow,
 - i. Peter Brownell,
 - j. Richard Childress,
 - k. Daniel Boren,
 - l. Esther Schneider,
 - m. Roscoe "Rocky" Marshall,

- n. Phillip Journey,
- o. Lockton Affinity Series of Lockton Affinity, LLC, and Kansas City Series of Lockton Companies, LLC,
- p. Associated Entertainment Releasing d/b/a Associated Television International,
- q. Membership Marketing Partners,
- r. Concord Social and Public Relations, LLC,
- s. Allegiance Creative Group, LLC,
- t. Ackerman McQueen, Inc.,
- u. Tony Makris,
- v. Aronson, LLC,
- w. RSM US LLP,
- x. J. Stephen Hart,
- y. Michael Volkov, and
- z. Cooper & Kirk LLP.

Q. Any witnesses whose testimony or out-of-court statements You may offer in evidence at trial or any pretrial hearing in this Action.

9. All Your meeting(s) and Communications with Everytown, including but not limited to, the OAG's meeting with Everytown on February 14, 2019, or any other planned, cancelled, or actual meeting(s) between the OAG and Everytown.

10. The alleged grounds for the OAG's request for judicial dissolution of the NRA under N-PCL § 1101, set forth in the Amended Complaint, including but not limited to, the allegations concerning "the NRA's [alleged] pattern of conducting its business in a persistently fraudulent or illegal manner, abusing its powers contrary to the public policy of New York and its tax exempt status, and failing to provide for the proper administration of its trust assets and

institutional funds” (Amended Complaint at ¶ 14; see also Amended Complaint First Cause of Action).

11. The alleged grounds for the OAG’s request for judicial dissolution of the NRA under N-PCL § 1102, set forth in the Amended Complaint, including but not limited to, the allegations that “directors or members in control of the NRA have [allegedly] looted or wasted the corporation assets, have operated the NRA solely for their personal benefit, or have otherwise acted in an illegal, oppressive or fraudulent manner” (Amended Complaint at ¶ 14; see also Amended Complaint Second Cause of Action).

12. Bases for Your position that the interest of the public will be served by the NRA's dissolution.

13. Bases for Your position that the NRA's dissolution will benefit the members of the NRA and its other stakeholders.

14. The allegations set forth in the Amended Complaint that Wayne LaPierre “dominates and controls the NRA Board as a whole through his control of business, patronage and special payment opportunities for board members, and his public allegations to the NRA membership of a ‘criminal conspiracy’ against board members and officers who question his activities.” (Amended Complaint at ¶ 62).

15. The allegations set forth in the Amended Complaint concerning “Related Party Transactions with Board Members” referring to “Board Member No. 1,” “Board Member No. 2,” “Board Member No. 3,” “Board Member No. 4,” and “Board Member No. 5.” (Amended Complaint at ¶¶ 382-412).

16. The allegations set forth in the Amended Complaint that the individual defendants took steps to conceal their misconduct from the Board of Directors and the Audit Committee.

(Amended Complaint at ¶¶ 160, 178-179, 186, 188-190, 235, 238, 242, 277, 278, 281, 313.).

17. The allegations set forth in the Amended Complaint relating to the “Top Concerns Memo” and the “NRA Whistleblowers” who authored the Memo. (Amended Complaint at ¶¶ 507-513).

18. The allegations set forth in the Amended Complaint that: (a) although the NRA’s Board of Directors had a compensation committee and hired compensation consultants, it did not adequately benchmark peer compensation or memorialize “evidence” of scrutiny given to executive performance; (b) forms filed by the NRA with the IRS failed to properly account for expense reimbursements as compensation, and the NRA’s executive salaries amounted to per se improper excess-benefit transactions; (c) the NRA’s Audit Committee “failed to exercise proper duty of care” in approving related party transactions and conflicts of interest, and failed to diligently supervise or audit the NRA’s outside auditors; (d) the Audit Committee made an ultra vires decision to indemnify a board member for legal fees in 2019, a decision that should have been left to the full Board; (e) the Audit Committee failed to implement an effective compliance program; (f) the Board of Directors, subsequent to the NRA’s bankruptcy filing, approved Wayne LaPierre’s decision to have the NRA seek bankruptcy protection; and (g) Board members used first class or business travel without authorization. (Amended Complaint at ¶¶ 413-429, 432-434, 517, 537-562, 600-604, 616.)

19. The allegations set forth in the Amended Complaint that (a) Defendants Powell and LaPierre “harassed and retaliated against” unnamed whistleblowers and Board members “who raised issues covered by the policy [and] suffered intimidation, harassment, discrimination, or other retaliation, including attempted revocation of NRA membership”; and (b) the “Audit Committee failed to make any record or take any action responding to whistleblower concerns.”

(Amended Complaint at ¶ 723.)

20. Your allegations set forth in the Amended Complaint that LaPierre allegedly “impeded [“Dissident No. 1”’s] participation in the NRA’s affairs” and “influenc[ed]” the decision of a Board committee to decline to re-nominate “Dissident No. 1.” (Amended Complaint at ¶¶ 486, 488.)

21. Your allegations set forth in the Amended Complaint that that the NRA failed to include required information and made “false statements” in its IRS Forms 990, in 2014 through 2019, that were reported in the NRA’s CHAR500 reports, concerning: (a) transactions with interested persons, (b) compensation and to Officers and Directors, (c) payments to vendors, (d) governance, management and disclosure, and (e) fundraising expenses, fundraisers and amounts paid thereto. (Amended Complaint at ¶¶ 567-568.)

22. Your allegations set forth in the Amended Complaint concerning alleged “Ongoing Violations of NRA Policy and Procedures,” including but not limited to, the allegation that “the NRA has, for years, been paying MMP, Allegiance, and Concord in excess of stipulated contractual amounts, and outside of the NRA’s policy governing contract procurement, with the full knowledge and approval of LaPierre.” (Amended Complaint at ¶¶ 605-614.)

23. Facts and circumstances leading to the OAG’s decisions not to seek dissolution in the enforcement actions referenced in Table B below.

Table B

<p>A. 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</p>

B. 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>

C. 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>

D. 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>

E. 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>.

F. 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>.

G. 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>

Dated: New York, New York
December 31, 2021

By: /s/ Svetlana M. Eisenberg

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