

Motion Seq. No. 029

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

-----X
 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, INC., WAYNE LAPIERRE,
 WILSON PHILLIPS, JOHN FRAZER, and
 JOSHUA POWELL,

Defendants.
 -----X

Index No. 451625/2020

IAS Part Three

Hon. Joel M. Cohen

REPLY AFFIRMATION OF
 P. KENT CORRELL, ESQ.

I, P. KENT CORRELL, an attorney duly admitted to practice in the courts of the State of New York, hereby affirm the following under the penalty of perjury pursuant to CPLR 2106:

1. I am the attorney of record for Defendant Wayne LaPierre in this action, and am fully familiar with the facts and circumstances in this case.

2. I make this affirmation in further support of LaPierre's Motion to Dismiss Plaintiff People of the State of New York, by Letitia James, Attorney General of the State of New York's Second Amended Verified Complaint ("Complaint") (NYSCEF Doc. No. 646).

3. Attached as **Exhibit 1** is a true and correct copy of the Bylaws of the National Rifle Association of America.

4. The Association's bylaws show conclusively that LaPierre is not one of the Association's 76 "directors entitled to vote" within the meaning of the N-PCL, is not a member of its "entire board" within the meaning of the N-PCL, and does not have the power or duty to hold to "formulate the policies or govern and have general oversight of the affairs and property of the Association, in accordance with applicable law and these Bylaws and therefore does not

have the power or duty to hold or administer property of the Association “for charitable purposes”, and, hence, does not qualify as a “individual ... holding and administering property for charitable purposes ... over which the attorney general has enforcement or supervisory powers” and therefore does not qualify as a trustee under EPTL § 8-1.4. *See* Bylaws Article IV (“Board of Directors”), Section 1 (“Composition”) (“The Board of Directors shall consist of seventy-six (76) Directors”), Section 2 (“Powers and Duties”) (“The Board of Directors *shall* formulate the policies and *govern and have general oversight of the affairs and property of the Association*, in accordance with applicable law and these Bylaws.”), Article V (“Officers”), Section 1 (“Number and Election”) (“The officers of the Association shall be ... an Executive Vice President [etc.]... The Executive Vice President ... shall be elected annually by the Board of Directors”), Section 2 (“Duties of Officers”) (“Executive Vice President. The Executive Vice President shall direct all the affairs of the Association in accordance with the programs and policies established by the Board of Directors. *** The Executive Vice President ... shall be [an] ex officio member[], with voice but without vote, of the Board of Directors”).

5. Attached as **Exhibit 2** is a true and correct copy of the 2013 “LaPierre Post Employment Contract” and amendments thereto, characterized as “wrongful related-party transactions” in the Tenth Cause of Action of the Complaint. *See* Complaint ¶¶ 678 - 681

6. The 2013 “LaPierre Post Employment Contract” states, *inter alia*:

The National Rifle Association (“NRA” or Association) has determined that it is in the best interests of the Association to enter into a long term contractual relationship with you. Thus, it is with great delight that I am writing to extend to you an offer of employment with the National Rifle Association once your term as an officer has ended. It can be said that you are exactly the kind of intelligent and enthusiastic individual who will contribute significantly to the NRA over the next five years. The NRA recognizes your essential role in the leadership and continuing growth of this organization and takes this action to assure that your talents will remain available to the NRA and focused on our mission.

2013 “LaPierre Post Employment Contract” at 1.

7. The 2013 “LaPierre Post Employment Contract” states further: “Job Description: You will be an employee. *** Your job will require a full-time commitment roughly equivalent to your current activities as a corporate officer.” 2013 “LaPierre Post Employment Contract” at 2.

8. The 2013 “LaPierre Post Employment Contract” states further:

Start Date and Term of this Agreement: We are eager for you to join the NRA as an employee when your term as Executive Vice President ends. The term of this agreement and your performance under the terms set forth will commence immediately upon cessation of your term of office as Executive Vice President. While serving in the office of Executive Vice President, your employment relationship is set by annual Board review. The term of this agreement will end at 12:00 midnight on December 31, 2018.

2013 “LaPierre Post Employment Contract” at 2.

9. In the Complaint, the Attorney General, referring to the “LaPierre Post-Employment” alleges that “this employment agreement remained in place until January 7th, 2021, when the Board approved a new employment agreement for LaPierre that purportedly superseded his prior agreements.” Complaint at ¶ 441.

10. Attached as **Exhibit 3** is a true and correct copy of an agreement dated January 202[1] that addresses the subject matter of employment by the National Rifle Association of

America of Wayne LaPierre and his compensation as an employee and officer of the Association, stating, *inter alia*:

Entire Agreement. This Agreement contains the entire understanding between the parties hereto and *supersedes any prior understanding, memoranda, or other written or oral agreements between them respecting the within subject matter.* There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein.

January 2021 Agreement at 8(c) (italics added).

Executed this 15th day of August 2022 in New York, New York.

/s/ P. Kent Correll

P. Kent Correll

CERTIFICATE OF COMPLIANCE

I, P. Kent Correll, an attorney duly admitted to practice law before the courts of the State of New York, certify that the Reply Affirmation of P. Kent Correll, Esq. complies with the word count limit set forth in Rule 17 of the Commercial Division of the Supreme Court (22 NYCRR 202.70(g)) because the Affirmation contains 882 words, excluding the parts exempted by Rule 17. In preparing this certification, I have relied on the word count of the word-processing system used to prepare this affirmation.

Dated: New York, New York
August 15, 2022

/s/ P. Kent Correll
P. Kent Correll