

# EXHIBIT “1”

**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,**

**Plaintiff,**

**v.**

**THE NATIONAL RIFLE ASSOCIATION  
OF AMERICA ET AL.,**

**Defendants.**

§  
§  
§  
§ **INDEX NO. 451625/2020**  
§  
§  
§ Hon. Joel M. Cohen  
§  
§ **Motion Sequence No. 44**  
§  
§  
§  
§

**AFFIDAVIT OF JOHN FRAZER**

STATE OF VIRGINIA     )

COUNTY OF FAIRFAX     )

I, JOHN FRAZER, being duly sworn, depose and state:

1. I am over the age of twenty-one, of sound mind, and competent to make this affidavit. I submit this affidavit in support of the National Rifle Association of America (the “NRA”)’s Partial Opposition to Joshua Powell (“Mr. Powell”)’s Motion for Summary Judgment. Unless otherwise stated, I have personal knowledge of the matters herein.

2. I am the Secretary and General Counsel of the National Rifle Association of America (the “NRA” or the “Association”). I have served in these positions since 2015.

3. On Mr. Powell’s second day of employment with the NRA, he received and acknowledged with his signature, a copy of the NRA Employee Handbook. Attached hereto as Exhibit A is a true and correct copy of the Employee Handbook, Signed Statement of Receipt, designated by Bates No. NRA-NYAG-00052613.

4. The Employee Handbook contained the Travel and Business Expense Reimbursement Policy, which detailed how expenses could qualify for reimbursement. Attached hereto as Exhibit B is a true and correct copy of the Employee Handbook as it was in effect on or around the commencement of Powell's employment, designated by Bates Nos. NRA-NYAGCOMMDIV-00896935-7159.

5. Attached hereto as Exhibit C is a packet of employment contracts signed by Mr. Powell, designated by Bates Nos. NRA-NYAG-00061478-1496.

6. Mr. Powell also acknowledged, signed, and agreed to be bound by the NRA Statement of Corporate Ethics set forth within the NRA Employee Handbook. Attached hereto as Exhibit D is a true and correct copy of the signed Ethics Policy, designated by Bates Nos. NRA-NYAGCOMMDIV-00009508-9512.

7. As Executive Director of General Operations, Mr. Powell was an officer of the NRA with duties prescribed by the NRA Bylaws. Attached hereto as Exhibit E is a true and correct copy of the NRA Bylaws in effect during most of Mr. Powell's employment with the NRA, designated by Bates Nos. NRA-NYAGCOMMDIV-01458215-271.

8. In his capacity as an officer, Mr. Powell was required to complete and submit a Financial Disclosure Questionnaire, at least annually. Attached hereto as Exhibit F is a true and correct copy of Mr. Powell's Financial Disclosure Questionnaire completed in February 2017, designated by Bates Nos. NRA-NYAG-00025445-25452.

9. In connection with the preparation of Form 990 and other official disclosures, the NRA used the Financial Disclosure Questionnaire, among other methods, to gather information about potential conflicts of interest and benefits its officers and key employees, among others,

received from the NRA. The NRA relied on such persons, including Mr. Powell, to timely and accurately disclose this information.

10. On July 26, 2018, Mr. Powell and I co-delivered a compliance seminar to NRA staff. Attached hereto as Exhibit G is a true and correct copy of the PowerPoint presentation we used, which is designated by Bates Nos. NRA-NYAGCOMMDIV-00203706-3756. Consistent with the “speakers notes” found in the PowerPoint, I specifically recall Mr. Powell presenting the “gold standard” slide.

11. Attached hereto as Exhibit H is a true and correct copy of the “Top Concerns” list presented by accounting staff who came forward to the Audit Committee on July 30, 2018, designated by Bates Nos. NRA-NYAG-00021379-1380.

12. During late 2019, the NRA placed Mr. Powell on administrative leave to investigate concerns about expenses he had submitted over the years. Ultimately, the NRA offered to settle its potential dispute with Mr. Powell if he could either justify or pay back a limited list of expenses for which the NRA had strong evidence of impropriety. A true and correct copy of my initial demand letter to Mr. Powell’s counsel to this effect is attached as Exhibit I, and designated by Bates Nos. NRA-NYAGCOMMDIV-01540709.

13. The NRA terminated Mr. Powell for cause, including multiple breaches of his fiduciary duties, on January 30, 2022. Attached hereto as Exhibit J is a true and correct copy of Mr. Powell’s Termination Letter, designated by Bates No. NYAG-00052609-52610.

14. When the NRA requested a copy of an invoice, contract, or other backup documentation confirming that \$13,924.25 in purported cellular charges were indeed incurred by Mr. Powell for the use of a mobile phone, Mr. Powell refused, and made frivolous accusations against the NRA’s lawyers. Mr. Powell then made another, subsequent settlement

offer, but it entailed a partial payment in full accord and satisfaction of claims relating to Mr. Powell's expenses—which the NRA could not, and did not, accept. Attached hereto as Exhibit K is a true and correct copy of this subsequent correspondence regarding Mr. Powell's partial offer of repayment, designated by Bates Nos. NRA-NYAGCOMMDIV-00093015-3021.

15. In the ordinary course of its operations, the NRA prepares tax forms W-2 for its employees. I am informed, believe, and understand that the documents attached hereto as Exhibits L, M, N, O, and P are true and correct copies of Mr. Powell's Forms W-2 for the years 2016, 2017, 2018, 2019, and 2020; they reflect compensation totaling \$2,758,869.

16. The NRA held its Annual Meeting in Louisville, Kentucky in May 2016. The NRA has not held another annual meeting in Louisville, Kentucky since then.

Executed this 20th day of March 2023.

  
JOHN FRAZER, Affiant

SUBSCRIBED AND SWORN to, on this 20th day of March 2023.

  
NOTARY PUBLIC

My commission expires: 7/31/25

