

EXHIBIT J

NATIONAL RIFLE ASSOCIATION OF AMERICA
OFFICE OF THE GENERAL COUNSEL
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**NRA**

January 30, 2020

Joshua L. Powell
11552 Marquette Dr.
New Buffalo, MI 49117

Dear Mr. Powell:

This letter informs you that effective immediately, the NRA has terminated your employment for cause pursuant to the Agreement Regarding Termination of Employment, Release, Confidentiality and Non-Disparagement executed May 6, 2018 (the "Termination Agreement"). Cause for termination includes, but is not limited to:

- Intentional and willful misconduct that includes misappropriation of NRA funds and failure to disclose documents relevant to ongoing legal matters;
- Breach of your duties of loyalty and confidentiality to the NRA as a consequence of the foregoing, and as a consequence of unauthorized communications with media outlets regarding confidential NRA matters; and
- Breach of the Confidentiality Agreement executed June 7, 2016 (the "Confidentiality Agreement") (ratified pursuant to the "Entire Agreement" clause of the Termination Agreement).

You will receive your full salary and benefits through today. Your final pay will be deposited directly on the next scheduled pay date (February 6, 2020).

Information regarding continuation of your health benefits under COBRA will be mailed to you at the address on file in the payroll system. The mailing will also include information regarding your 401(k), life insurance conversion, and long-term disability options. There are deadlines for submission of paperwork to continue coverage, so please pay close attention to the timeframes outlined in these forms.

All NRA property should be returned to my attention immediately, including but not limited to electronics, cell phones, security badges, and keys. Please make arrangements to surrender these items in person, by express delivery, or through your counsel.

As noted in prior correspondence, the NRA's investigation revealed that you improperly charged approximately \$58,203.11 to the Association. A final itemized list of such charges will be provided under separate cover, along with payment instructions.

We remind you that important legal obligations remain in place after the end of your employment. In particular, the following items require your compliance:

- **Confidentiality.** Under the Termination Agreement, you agreed to maintain the confidentiality of Confidential Information, as described in that agreement. In addition, pursuant to the Confidentiality Agreement, you may not "disclose all or any part of 'NRA Information,'" as defined therein, "to any person . . . for any reason or purpose whatsoever without the express authorization and consent of the NRA."

As previously emphasized, the NRA will not interpret these provisions to bar you from giving truthful testimony, responding to a lawful subpoena, or otherwise making disclosures compelled by law. However, we do expect that as a former agent and fiduciary of the Association with continuing duties of loyalty, you will promptly inform us of any demand for Confidential Information or NRA Information (unless expressly prohibited by law), cooperate with our counsel in protecting the NRA's privileges, and disclose only such Confidential Information or NRA Information as your counsel advises is legally required after (1) a motion for a protective order, motion to quash and/or other motion filed to prevent the production or disclosure of Confidential Information or NRA Information has been denied or is not made; or (2) the NRA consents to the disclosure in writing. Due to your involvement in NRA legal matters, we know you are well aware of the nature and importance of attorney-client privilege, which may only be waived by the NRA.

- **Non-disparagement.** Under the Termination Agreement, you have agreed "not to disparage or make any disparaging remark or send to any person any disparaging communication concerning the Released Parties [as defined in the Termination Agreement]." You have also agreed to enforce the same requirement upon your family members.
- **Document Preservation.** You must also continue to comply with all NRA document preservation requirements, and we will communicate further with your attorney in that regard.

These duties are not exclusive of any duties that may exist under statutory or common law, and the NRA reserves all rights it may have thereunder.

Again, we regret the necessity of taking this action. Please let us know if you have any questions.

Sincerely,



John C. Frazer
Secretary and General Counsel