

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

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CIVIL INTAKE  
2819 SEP 11 AM 8:59  
JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

UNDER WILD SKIES, INC. )  
c/o 10533 Main Street )  
Fairfax, Virginia 22030 )

Plaintiff, )

v. )

NATIONAL RIFLE ASSOCIATION )  
OF AMERICA )

Serve: )

National Rifle Association of America )  
c/o Corporation Service Company )  
100 Shockoe Slip )  
Floor 2 )  
Richmond, VA 23219 )

Defendant. )

Case No. 2019 12530

**COMPLAINT**

COMES NOW YOUR PLAINTIFF, Under Wild Skies, Inc. ("Plaintiff" or "UWS") by counsel, and for its Complaint against the National Rifle Association of America ("Defendant" or "NRA") hereby states as follows:

**PARTIES**

1. Under Wild Skies, Inc. ("UWS") is a Virginia corporation with its principal place of business located at 52 Wolfe Street, Alexandria, Virginia.

2. National Rifle Association of America ("NRA") is a foreign corporation authorized to transact business in the Commonwealth of Virginia with its principal office located at 11250 Waples Mill Road, Fairfax, Virginia.

## JURISDICTION AND VENUE

3. Venue is permissible in this county pursuant to Virginia Code § 8.01-262.

## FACTS

4. UWS is a television program that is hosted by Anthony Makris, a world renowned game hunter. The program has been televised continuously for the past twenty-six (26) years.

5. The program is contractually bound to air, and will continue to air through calendar year 2025 making it one of the longest running television shows in history. UWS has contractual obligations with Winnercomm, Inc. regarding the production of the television program. At all times relevant hereto, the NRA was aware of UWS' contractual obligations with Winnercomm. At all times relevant hereto, the NRA was aware that a breach by the NRA of any agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

6. Winnercomm Inc. is a television and web production, development and marketing company owned by the Outdoor Channel Holdings Inc.

7. The program has aired on multiple television channels including ESPN, NBC Sports, NRA TV and, most recently, the Outdoor Channel.

8. Anthony Makris is an executive with public relations firm, Ackerman McQueen, who was recently sued by the NRA in the Circuit Court for the City of Alexandria, Virginia.

9. Anthony Makris is also the principal of the Mercury Group, a subsidiary of Ackerman McQueen, which was also recently sued by the NRA in the Circuit Court for the City of Alexandria, Virginia.

10. Prior to the lawsuits filed by the NRA against both Mercury Group and Ackerman McQueen, the NRA made each and every payment due under the Agreements to UWS in full and in a timely manner.

11. Subsequent to the lawsuits being filed by the NRA against both Mercury Group and Ackerman McQueen, the NRA made but one payment to UWS.

12. As a result of the aforesaid lawsuits, Ackerman McQueen severed its thirty-eight (38) year continuous relationship as the NRA's chief marketing, branding, and crisis management company. Ackerman McQueen filed a counter suit against the NRA for the sum of one hundred million dollars (\$100,000,000.00)

13. On or about January 1, 2016, UWS and NRA entered into a written Advertising Agreement ("Advertising Agreement") whereby the NRA contracted to pay a certain sum of money to UWS and in return, the NRA receives two minutes of advertising time per episode run. Exhibit A.

14. Contemporaneous to the execution of the Advertising Agreement, on or about January 1, 2016, UWS and NRA entered into a written Sponsorship Agreement ("Sponsorship Agreement") whereby the NRA contracted to pay a certain sum of money to UWS and in return, the NRA receives two (2) billboards, one (1) in show feature, and one (1) in show bumper per episode. Exhibit B.

15. This advertising ran in both original episodes and reruns of the program.

16. Similarly, the NRA received two (2) billboards, one (1) in show feature, and one (1) in show bumper per original episodes and reruns of the program.

17. The Advertising Agreement was executed by Anthony Makris on behalf of UWS and Wayne LaPierre, the Executive Vice President and Chief Executive Officer of the NRA.

18. The Sponsorship Agreement was executed by Anthony Makris on behalf of UWS and Wayne LaPierre, the Executive Vice President and Chief Executive Officer of the NRA.

19. The Sponsorship Agreement provides a sponsorship fee schedule whereby UWS

receives from the NRA a specified sum of money on or before the following dates each calendar year through the contract term: March 1, May 1, July 1, and September 1.

20. The Sponsorship Agreement contemplates episodes running through 2025 and contractually obligates the NRA for payments through that period. At all times relevant hereto, the NRA was aware that a breach by the NRA of the Sponsorship Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

21. The Advertising Agreement provides a sponsorship fee schedule whereby UWS receives from the NRA a specified sum of money on or before the following dates each calendar year through the contract term: March 1, May 1, July 1, and September 1. At all times relevant hereto, NRA was aware that a breach by the NRA of the Advertising Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

22. The Advertising Agreement contemplates episodes running through 2025 and contractually obligates the NRA for payments through that period.

23. UWS has served to promote NRA principles and leadership, and has assisted, if not facilitated, Wayne LaPierre's introduction and inclusion in the world of hunting and hunters.

24. Prominent NRA figures such as Wayne LaPierre, Chris Cox, Kayne Robinson, Sandy Froman, Ron Schmeits, Pete Brownell, and Susan LaPierre have all appeared on the show in multiple hunts, episodes and seasons promoting the NRA to the viewing public.

25. This collective group of prominent NRA figures has participated in televised hunts in the United States, Botswana, Tanzania, South Africa, Zimbabwe, Mozambique, Argentina, and Uruguay, amongst others.

26. The impact of UWS was so evident to the NRA and its officers, that on or about January 24, 2018, the parties to the both the Advertising and Sponsorship Agreements ratified the respective contracts with additional acknowledgement and affirmation by the NRA.

27. On or about January 24, 2018 the Advertising Agreement was ratified by, attested to, and executed by Pete Brownell, who was the President of the NRA at the time of his execution and attestation, and Carolyn Meadows, who was the 2<sup>nd</sup> Vice President of the NRA at the time of her execution and attestation. Exhibit A.

28. On or about January 24, 2018 the Sponsorship Agreement was ratified by, attested to, and executed by Pete Brownell, who was the President of the NRA at the time of his execution and attestation and Carolyn Meadows, who was the 2<sup>nd</sup> Vice President of the NRA at the time of her execution and attestation. Exhibit B.

29. Ms. Meadows is the current President of the NRA.

30. At the time of the January 24, 2018, ratifications of the Sponsorship Agreement and Advertising Agreement, NRA remained aware of UWS' contractual obligations with Winnercomm. The NRA remained aware and the parties specifically contemplated that a breach by the NRA of any agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

31. The appearances on UWS by Wayne LaPierre, Chris Cox, Kayne Robinson, Sandy Froman, Ron Schmeits and Pete Brownell, amongst others was of great value to the NRA as these individuals had little national presence in the hunting community prior to said appearances despite the fact that hunters make up a large segment of the NRA membership.

32. Additionally Wayne LaPierre, Susan LaPierre, and Chris Cox, amongst others, have used their respective UWS experiences to seek membership(s) into elite hunting

organizations. To that end, there can be no question that large donations from those elite hunting groups flowed to the benefit of the NRA.

33. Indeed almost all of the NRA high donors are hunters and watch UWS, which gives the NRA brand awareness, credibility, and legitimacy in the hunting and sportsman community.

34. It is of some relevance that UWS paid for the safaris and hunts of these NRA officers, spouses, and board members, namely Wayne LaPierre, Chris Cox, Kayne Robinson, Sandy Froman, Ron Schmeits, Pete Brownell, and Susan LaPierre.

35. Pursuant to the NRA bylaws, specifically Article V, Section 5, a Board Member cannot receive any salary or "private benefit" without approval of the Board or a Committee of the Board.

36. Specifically, section 5(a) of the Bylaws states:

(a) No Director or member of the Executive Council shall receive any salary or other private benefit unless specifically authorized by resolution of the Board of Directors or an authorized committee thereof, but all such persons shall be entitled to reimbursement for expenses incurred on behalf of the Association, to such extent as may be authorized or approved by the Board of Directors.

37. Given that UWS incurred the expense of these hunts and safaris and that the NRA permitted their inclusion it stands to reason that the NRA benefitted greatly from UWS.

38. It further stands to reason that these trips were neither a private benefit nor were they specifically authorized by resolution of the Board of Directors, or an authorized committee thereof, as they benefitted the organization itself and were sanctioned by their very inclusion.

39. The Agreements between UWS and the NRA simply require production of thirteen episodes each calendar year as identified in the Agreements.

40. The Agreements further specify that each episode of the program be thirty minutes in length and that thirteen of the twenty-six weeks be original programs.

41. All twenty-six weeks receive one additional showing for a total of sixty-eight showings during the term of the Agreements and renewals.

42. Given that Mr. Makris is only in safari year 2019, as defined by the Agreements, there is no question he has met and maintained his current contractual obligations.

43. It bears note that over the course of the twenty-six year contractual relationship between the parties, the filming of many UWS episodes were delayed and scheduled trips canceled or postponed as a result of Mr. LaPierre's insistence that Mr. Makris remain available to address pressing NRA issues. The longevity of the twenty-six year contractual relationship between the parties is bested only by the forty year relationship between LaPierre and Makris.

44. Between 2016 and July 1, 2019, every payment owed to UWS by the NRA under each of the Agreements was paid on-time. The NRA has, through its course of dealing and payments, ratified both Agreements.

45. In fact, over the course of the twenty-six years in which the parties contracted, the NRA honored all previous Advertising and Sponsorship Agreements and paid them in a timely and consistent manner. The NRA has, through its course of dealing and payments over twenty-six years ratified all Agreements.

46. As of September 11, 2019, UWS has not received its payment of \$250,000 for September 1, 2019 due it by the NRA under the Sponsorship Agreement. At all times relevant hereto, the NRA was aware that a breach by the NRA of the Sponsorship Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

47. As of September 11, 2019, UWS has not received its payment of \$300,000 for September 1, 2019 due it by the NRA under the Advertising Agreement. At all times relevant

hereto, the NRA was aware that a breach by the NRA of the Advertising Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

48. Prior to its breach of the agreements, on or about July 31, 2019 the NRA forwarded Mr. Makris (on behalf of UWS) a letter demanding specific and excessive information about the show, its platform metrics, viewership information, and other information not covered by the contract between the parties and said information has never been requested in twenty-six years. Exhibit C. The information requested is not only not contained within the broadest parameters of the contract but had no bearing on the present status of the present contract.

49. Despite the show having aired for twenty-six years, and despite the NRA having no contractual right to request the information, the NRA presented UWS with a task it neither required over the previous twenty-six years nor that it could expect UWS to comply with in good faith.

50. It is clear to the most basic eye that the NRA is seeking to claim that absent compliance by UWS, UWS would be in breach of the Agreement.

51. It is clear to the most basic eye that the NRA is seeking to claim that absent compliance by UWS, UWS would be in breach of the Agreement as a result of Mr. Makris' relationship with Ackerman McQueen.

52. Specifically, and deserving of scrutiny, is the NRA's request that Mr. Makris provide a copy of his contract with Ackerman McQueen (or any of its subsidiaries or alter-egos) for the appearance of UWS on NRATV.

53. The NRA was well aware that no such contract existed as Wayne LaPierre and NRA leadership were aware that the airing of UWS on NRATV was provided free of charge by Mr. Makris to the NRA in gratitude for twenty-six years of partnership.



54. The NRA is retaliating and acting in bad faith by failing to honor its contractual obligations to UWS by withholding the contract payments due to UWS, and by purposely preventing the shows production as retaliation for those lawsuits filed by Ackerman McQueen against the NRA. At all times relevant hereto, the NRA was aware that a breach by the NRA of the Advertising Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

55. UWS is not a subsidiary of Ackerman McQueen and is not under its control or direction.

56. The NRA's action are in pure malice against Anthony Makris.

57. The NRA's actions are fueled by malice, wantonness, and oppression. The NRA's actions constitute an independent, willful tort in which exemplary damages may be recovered.

58. The NRA has after twenty-six years no legal basis to deny payment under both agreements.

**COUNT I**  
(Breach of Advertising Contract)

59. The allegations in paragraphs one through fifty-eight are incorporated herein by reference as though fully set forth.

60. UWS entered into a mutually beneficial Agreement with the NRA whereby the NRA paid UWS in exchange for a commercial advertising presence on UWS episodes.

61. UWS has fully performed all obligations under the Advertising Agreement; namely, providing the NRA with commercial air time on each of its episodes. Additionally, the NRA is listed as a primary sponsor on UWS show credits.

62. NRA has, without justification, and in breach of its contractual obligations, ceased payments to UWS. At all times relevant hereto, the NRA was aware that a breach by the NRA of

the Advertising Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

63. The breach by the NRA has damaged UWS in the amount of Three Hundred Thousand Dollars (\$300,000.00) plus damages incurred or to be incurred from any breach of the agreements with Winnercomm.

**COUNT II**  
(Breach of Sponsorship Contract)

64. The allegations in paragraphs one through fifty-eight are incorporated herein by reference as though fully set forth.

65. UWS entered into a mutually beneficial Agreement with the NRA whereby the NRA paid UWS in exchange for a sponsorship presence on UWS episodes.

66. UWS has fully performed all obligations under the Sponsorship Agreement; namely, providing the NRA with commercial air time on each of its episodes. Additionally, the NRA is listed as a primary sponsor on UWS show credits.

67. NRA has, without justification, and in breach of its contractual obligations, ceased payments to UWS, thus breaching the contract. At all times relevant hereto, the NRA was aware that a breach by the NRA of the Sponsorship Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

68. The breach by the NRA has damaged UWS in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) plus damages incurred or to be incurred from any breach of the agreements with Winnercomm.

### COUNT III

#### (Advertising Agreement - Anticipatory Repudiation §8.2-610)

69. The allegations in paragraphs one through fifty-eight are incorporated herein by reference as though fully set forth.

70. UWS entered into a mutually beneficial Agreement with the NRA whereby the NRA paid UWS in exchange for commercial ad time.

71. UWS has fully performed all obligations under the Agreement; namely, providing the NRA with commercial air time on each of its episodes.

72. NRA has, without justification, ceased payments to UWS, thus breaching the Advertising Agreement. At all times relevant hereto, the NRA was aware that a breach by the NRA of the Advertising Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

73. The NRA is currently in dire financial straits and is struggling to stay financially afloat. Exhibits D and E.

74. Given the NRA's current financial situation and its blatant failure to make the September 2019 payment, UWS has a good-faith, reasonable belief that the NRA will continue to fail to make regular payments.

75. The anticipated breach by the NRA will damage UWS in the Advertising Agreement amount of Nine Million Two Hundred and Twenty-Five Thousand Dollars (\$9,225,000) plus damages incurred or to be incurred from any breach of the agreements with Winnercomm.

**COUNT IV**

(Sponsorship Agreement - Anticipatory Repudiation §8.2-610)

76. The allegations in paragraphs one through fifty-eight are incorporated herein by reference as though fully set forth.

77. UWS entered into a mutually beneficial Agreement with the NRA whereby the NRA paid UWS in exchange for sponsorship time.

78. UWS has fully performed all obligations under the Agreement; namely, providing the NRA with commercial air time on each of its episodes.

79. NRA has, without justification, ceased payments to UWS, thus breaching the Sponsorship Agreement. At all times relevant hereto, NRA was aware that a breach by the NRA of the Sponsorship Agreement with UWS would result in UWS' subsequent default of obligations to Winnercomm.

80. The NRA is currently in dire financial straits and is struggling to stay financially afloat. Exhibits D and E.

81. Given the NRA's current financial situation and its blatant failure to make the September 2019 payment, UWS has a good-faith, reasonable belief that the NRA will continue to fail to make regular payments.

82. The anticipated breach by the NRA will damage UWS in the Sponsorship Agreement amount of Seven Million Eight Hundred and Seventy-Five Thousand Dollars (\$7,875,000) plus damages incurred or to be incurred from any breach of the agreements with Winnercomm.

WHEREFORE, Plaintiff, Under Wild Skies, requests judgment against Defendant National Rifle Association of America in the amount of Seventeen Million One Hundred Thousand Dollars (\$17,100,000.00) plus pre-judgment and post-judgment interest and costs.

Respectfully submitted,  
Under Wild Skies, Inc.  
By counsel



DYCIO & BIGGS

Mark R. Dycio, Esq. VSB 32741

Danielle A. Quinn, Esq. VSB 89502

10533 Main Street

Fairfax, Virginia 22032

T: (703) 383-0100

F: (703) 383-0101

Counsel for Plaintiffs



## **UNDER WILD SKIES**

### **ADVERTISING AGREEMENT**

This letter of agreement ("Agreement") between Under Wild Skies ("UWS") and National Rifle Association ("NRA") shall confirm the mutual understanding and commitments regarding the hunting program known as Under Wild Skies, beginning January 1, 2016. UWS and NRA shall be collectively referred to as the "Parties."

#### **1. Summary of Deliverables**

Under Wild Skies ("the Program"):

Safari 2016 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2017  
Safari 2017 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2018  
Safari 2018 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2019  
Safari 2019 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2020  
Safari 2020 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2021  
Safari 2021 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2022  
Safari 2022 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2023  
Safari 2023 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2024  
Safari 2024 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2025

Each episode of the Program will be thirty minutes in length ("Episodes") for a period of twenty-six (26) weeks per year. Thirteen of the twenty-six weeks will be original programs, and all twenty-six-weeks will receive one additional showings for a total of Sixty-Eight (68) showings during the term of this Agreement and renewals.

#### **2. Video Media Sponsorship Elements**

NRA shall receive two minutes of advertising commercial time per Episode run

#### **3. Sponsorship fees**

*For Episodes showing in 2016:* \$950,000.00 payable in four equal installments of \$237,500.00 on or before March 1, May 1, July 1 and September 1 in 2016.

*For Episodes showing in 2017:* \$1,000,000.00 payable in four equal installments of \$250,000.00 on or before March 1, May 1, July 1 and September 1 in 2017.

TONY MAKRIS HOST

52 Wolfe Street  
Alexandria, VA 22314  
Tel: (703) 548-4868  
Office: (703) 299-9470  
Cell: (703) 622-3636

PG No. 5119

EXHIBIT

^

*For Episodes showing in 2018:* \$1,100,000.00 payable in four equal installments of \$275,000.00 on or before March 1, May 1, July 1 and September 1 in 2018.

*For Episodes showing in 2019:* \$1,200,000.00 payable in four equal installments of \$300,000.00 on or before March 1, May 1, July 1 and September 1 in 2019.

*For Episodes showing in 2020:* \$1,300,000.00 payable in four equal installments of \$325,000.00 on or before March 1, May 1, July 1 and September 1 in 2020.

*For Episodes showing in 2021:* \$1,400,000.00, payable in four equal installments of \$350,000.00 on or before March 1, May 1, July 1 and September 1 in 2021.

*For Episodes showing in 2022:* \$1,460,000.00, payable in four equal installments of \$365,000.00 on or before March 1, May 1, July 1 and September 1 in 2022.

*For Episodes showing in 2023:* \$1,525,000.00, payable in four equal installments of \$381,250.00 on or before March 1, May 1, July 1 and September 1 in 2023.

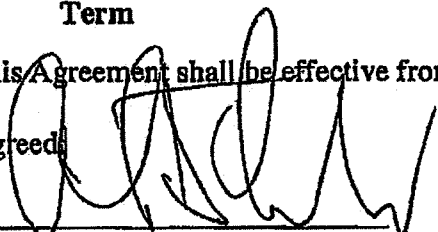
*For Episodes showing in 2024:* \$1,590,000.00, payable in four equal installments of \$397,500.00 on or before March 1, May 1, July 1 and September 1 in 2024.

*For Episodes showing in 2025:* \$1,650,000.00, payable in four equal installments of \$412,500.00 on or before March 1, May 1, July 1 and September 1 in 2025.

**4. Term**

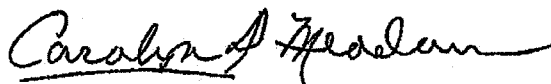
This Agreement shall be effective from January 1, 2016 through December 31, 2025

Agreed

  
Anthony Makris  
Under Wild Skies

  
Wayne LaPierre  
National Rifle Association

January 24, 2018

  
Carolyn A. Madam  
attest

  
Peter B. Hall  
attest



**UNDER  
WILDSKIES**

## SPONSORSHIP AGREEMENT

This letter of agreement ("Agreement") between Under Wild Skies ("UWS") and National Rifle Association ("NRA") shall confirm the mutual understanding and commitments regarding the hunting program known as Under Wild Skies, beginning January 1, 2016. UWS and NRA shall be collectively referred to as the "Parties."

### 1. Summary of Deliverables

Under Wild Skies ("the Program"):

- Safari 2016 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2017
- Safari 2017 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2018
- Safari 2018 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2019
- Safari 2019 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2020
- Safari 2020 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2021
- Safari 2021 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2022
- Safari 2022 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2023
- Safari 2023 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2024
- Safari 2024 - Thirteen (13) episodes to run 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2025

Each episode of the Program will be thirty minutes in length ("Episodes") for a period of Twenty-Six (26) weeks per year. Thirteen of the twenty-six weeks will be original programs, and all twenty-six weeks will receive two additional showings for a total of Sixty-Eight (68) showings during the term of this Agreement.

### 2. Video Media Sponsorship Elements

NRA shall receive two (2) billboards, one in-show feature, and one (1) in-show bumper per Episode in consideration for the sponsorship.

### 3. Sponsorship fees

*For Episodes showing in 2016:* \$900,000.00 payable in four equal installments of \$225,000.00 on or before March 1, May 1, July 1 and September 1 in 2016

TONY MAKRES HDST

52 Wolfe Street  
Alexandria, VA 22314  
Tel: (703) 542-4868  
Office: (703) 299-9470  
Cell: (703) 622-3636

EXHIBIT

B



*For Episodes showing in 2017: \$950,000.00, payable in four equal installments of \$237,500.00 on or before March 1, May 1, July 1 and September 1 in 2017*

*For Episodes showing in 2018: \$975,000.00 payable in four equal installments of \$243,750.00 on or before March 1, May 1, July 1 and September 1 in 2018.*

*For Episodes showing in 2019: \$1,000,000.00, payable in four equal installments of \$250,000.00 on or before March 1, May 1, July 1 and September 1 in 2019.*

*For Episodes showing in 2020: \$1,100,000.00, payable in four equal installments of \$275,000.00 on or before March 1, May 1, July 1 and September 1 in 2020.*

*For Episodes showing in 2021: \$1,200,000.00, payable in four equal installments of \$300,000.00 on or before March 1, May 1, July 1 and September 1 in 2021.*

*For Episodes showing in 2022: \$1,250,000.00, payable in four equal installments of \$312,500.00 on or before March 1, May 1, July 1 and September 1 in 2022.*

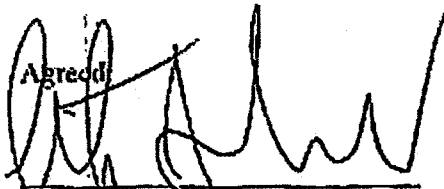
*For Episodes showing in 2023: \$1,300,000.00, payable in four equal installments of \$325,000.00 on or before March 1, May 1, July 1 and September 1, 2024.*

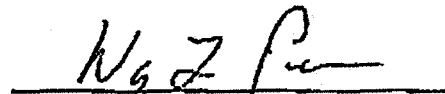
*For Episodes showing in 2024: \$1,375,000.00, payable in four equal installments of \$343,750.00 on or before March 1, May 1, July 1 and September 1, 2024*


*For Episodes showing in 2025: 1,400,000.00, payable in four equal installments of \$350,000.00 on or before March 1, May 1, July 1 and September 1, 2025.*


**4. Term**

This Agreement shall be effective from January 1, 2016 through December 31, 2025.

Agreed  
  
Anthony Makris  
Under Wild Skies

  
Wayne LaPierre  
National Rifle Association

  
Carolyn Madson  
attest

January 24, 2017  
  
Peter Ball  
attest

NATIONAL RIFLE ASSOCIATION OF AMERICA  
11250 WAPLES MILL ROAD  
FAIRFAX, VIRGINIA 22030



July 31, 2019

Dear Tony:

In connection with the NRA's ongoing efforts to engage and support its members, we would like the following information about the "Under Wild Skies" television program ("UWS"):

First, please inform us of each media platform on which new episodes of UWS are "airing,"\* and please share with us the contracts pursuant to which these new episodes are scheduled to air this season and each future season for which air time for new episodes is secured. We expected to see new episodes on the air this month, but have been unable to confirm that new programming is airing. As you know, UWS has contractual obligations to the NRA under its Sponsorship and Advertising Agreements, executed in January 2018, which include the promotion of the NRA in original UWS programming.

Second, please inform us of each media platform on which repeat episodes, or previously-aired episodes, are airing, and please share with us the contracts pursuant to which these repeat episodes are scheduled to air this season and each future season for which air time for repeat episodes is secured. In addition, please provide the same information for episodes that have aired during the previous three years.

Third, please inform us of each platform on which any episode in the UWS catalog is available to the public to see "on-demand." Please inform us of each such "on demand" platform, and please provide the contract or contracts pursuant to which the catalog, or any part of it, is made available to or through the platform. Please provide that information for the previous three years. For example, please provide a copy of your contract with Ackerman McQueen (or any of its subsidiaries or alter-egos) pursuant to which certain seasons of UWS were made available on the NRATV platform.

Fourth, please inform us of the following information for programmed and on-demand presentations of UWS content:

- air schedule for new and repeat episodes this season;
- total viewership (on an episode by episode basis where available) for the 2016 through 2018, seasons;
- return on solicitation metrics (please also identify the solicitation);
- whether or not NRA is a sponsor of each episode and the visibility of NRA sponsorship and marketing elements (e.g., bumpers, banners and advertisements);
- the identify of each other sponsor of each episode; and
- whether the NRA sponsorship and marketing elements (e.g., bumpers, banners and advertisements) are shown in original live-airing episodes only, or if each such element is also shown on the "on-demand" episodes.

Finally, please provide any marketing or business plans presented to the NRA in connection with the project, and any other records which may enable the NRA to better assess the project's success in meeting the NRA's marketing, advancement and programmatic objectives. We request that you provide the requested documents and information by Monday, August 5, 2019. Do not hesitate to contact me if you have any questions.

Kind regards,

A handwritten signature in black ink, appearing to read 'Andrew Arulanandam', written in a cursive style.

Andrew Arulanandam

**FN \*The term "airing" here shall be interpreted to refer to the programmed, "live," transmission of an UWS episode to end-users, whether via broadcast, satellite, cable, streaming or other medium. Live presentations may be original episodes or repeats. In contrast to live episodes, "on-demand" episodes are not programmed; rather, they are accessed directly by the end-user, through a licensed platform.**



## At the N.R.A., a Cash Machine Sputtering

As the gun rights group lavished pay and perks on its leaders and partners, fueling infighting, it increasingly relied on its own charity for funds. Tax experts have questions.

By Danny Hakim

May 14, 2019

The tantalizing leaks have spilled out in the weeks since the National Rifle Association's annual convention in Indianapolis devolved into civil war.

Amid anxiety over falling revenue and mounting legal trouble has come news that the gun group's longtime chief executive, Wayne LaPierre, billed \$275,000 for purchases at the Zegna luxury men's wear boutique in Beverly Hills. Its largely ceremonial president, Oliver L. North, had a contract worth millions of dollars a year. And a litany of payments benefited prominent officials, like the \$60,000 for advertising on a TV show featuring the rock musician and N.R.A. board member Ted Nugent.

But behind the internecine squabbling lie deeper financial problems. A review of tax records by The New York Times shows that, to steady its finances, the powerful lobbying group has increasingly relied on cash infusions and other transactions involving its affiliated foundation — at least \$206 million worth since 2010.

The role of the foundation is among the issues being examined in a new investigation into the N.R.A.'s tax-exempt status by the New York attorney general, Letitia James. The N.R.A. and the charity received separate letters last month from Ms. James's office ordering them to preserve pertinent records, according to several people who had seen them.

At issue for investigators, tax experts say, would be whether that money was being used for charitable purposes, as required by law, and not to help finance the N.R.A.'s political activities.

The N.R.A.'s financial woes — what Mr. North called an “existential crisis” — are at the root of the power struggle that has pitted Mr. LaPierre, the public face of the American gun-rights movement, against Mr. North, a retired Marine lieutenant colonel and a right-wing celebrity since the Iran-contra scandal in the 1980s. Also enmeshed in the conflict is the N.R.A.'s longtime and now estranged advertising firm, Ackerman McQueen.

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Many of the latest revelations came in a cache of internal documents posted online and spotted last week by a reporter for the Washington Free Beacon, a conservative website. In addition to his Beverly Hills wardrobe purchases, Mr. LaPierre, who earns more than \$1.4 million a year, billed \$267,000 in personal expenses, including flights and limousine service for trips to the Bahamas, Florida, Nevada, Budapest and an Italian lake resort, the leaked documents show. He even arranged for Ackerman to pay an intern's rent.

As for Mr. North, while the N.R.A.'s presidency is traditionally unpaid, he was agitating to change that — in spite of a lucrative perk, a contract with Ackerman that, according to Mr. LaPierre, paid him “millions of dollars annually.” And Ackerman has been reaping \$40 million a year, even though its signature product, the online streaming service NRATV, has minuscule web traffic.



Oliver L. North's departure as president was announced at the N.R.A.'s annual meeting in April. Scott Olson/Getty Images

Many N.R.A. officials have said its woes are overstated. Opponents “are trying to paint this false narrative that we’re in deep financial trouble, and I think it’s wishful thinking on their part,” Todd Rathner, a lobbyist and longtime N.R.A. board member, said in an interview.

But signs of stress are evident.

Member dues fell to their lowest level in a half-decade in 2017, after President Trump’s election. A legal battle in New York threatens a gun owners’ insurance program that the N.R.A. had envisioned as a financial lifeline. And the group’s \$25 million line of credit, secured by the deed to its headquarters in the Washington suburbs, is nearly tapped out.

Against that backdrop, the N.R.A. has found a variety of ways to draw money from its foundation, which over the years has provided financial support for a wide range of gun safety programs and special training programs for women, children and people with disabilities.

Originally, the N.R.A. promised to provide free office space and staff when it set up the foundation in 1991, but it now charges more than \$6 million a year for that. Outright transfers from the foundation listed for charitable purposes have also risen fivefold since 2001, and exceed \$100 million since 2012.

“It tells me that the N.R.A. itself is in very poor financial health and they’re being subsidized in large part by their foundation,” said David Nelson, a former partner at Ernst & Young who has specialized in tax-exempt groups. “They’re kind of running the organization into the ground.”

While both the N.R.A. and the foundation are tax-exempt, only donations to the foundation are tax-deductible, because the N.R.A. takes part in political activity.

"We know that people can get their tax deductions by giving to the foundation, so you'd rather give to that than the N.R.A., but the N.R.A. is the one spending all the money," Mr. Nelson added.

N.R.A. officials said they had followed appropriate accounting rules, and that transfers reflected the foundation's evolution.

"As the foundation has grown over the years, so has its use of N.R.A. office space, supplies and staff," Christie Majors, the foundation's finance director, said in a statement.



Mr. North had moved to change the N.R.A. presidency, traditionally a ceremonial role, into a paid position. Alex Wong/Getty Images

Regarding Mr. LaPierre's spending, William A. Brewer III, a lawyer for the N.R.A., said in a statement that "there is no suggestion that any of Mr. LaPierre's expenses were improper in any way." As to why travel and wardrobe expenses were billed through a contractor, and not directly through the N.R.A. — an arrangement that may also interest investigators — Mr. Brewer said it was a practice "abandoned some time ago" that had been done "for confidentiality and security purposes."

Mr. Brewer's role has also been a flash point; he is the brother-in-law of Ackerman's chief executive, and the ad firm's allies saw a family feud as the backdrop when the N.R.A. recently sued Ackerman McQueen. Before Mr. North left the N.R.A., he called for an internal review of billings by Mr. Brewer's firm. In a recently leaked letter, Mr. North said that for the last year, the firm had been paid nearly \$100,000 a day, "draining N.R.A. cash at mind-boggling speed." (An N.R.A. official said that characterization "reflects a misinformed view.")

The power struggle has yet to abate. On Tuesday, Allen B. West, a former congressman, became the first board member since the convention to call on Mr. LaPierre to resign. He accused the current leadership of "outright lies" and said board members had not been made aware of the controversial spending practices. "It is imperative that the N.R.A. cleans its own house," Mr. West said in a statement.

In response, Carolyn Meadows, the N.R.A.'s new president, and two other senior officials said that board members had been apprised of the issues and had ample opportunity to delve into the details at the Indianapolis convention.

With the 2020 election looming, President Trump wants the N.R.A. to get back on track; he tweeted last month for the N.R.A. to "stop the internal fighting, & get back to GREATNESS — FAST!"

Despite the president's ardent support for the N.R.A.'s agenda, he has been part of the problem. The \$128 million in dues the group reported in 2017 was the lowest since 2012; fund-raising often slips when Republicans take over the White House and N.R.A. members' worries recede.

"We have an unusual business model," Mr. Rathner said. "The more successful we are, the less money we make, but clearly that doesn't stop us from doing the job our members expect us to do, and as history has proven, we find ways to make it back each election cycle."

## Threat and Response

The call came at 2:58 p.m. on a Wednesday in April.

Mr. North was on the phone. He had called a senior aide to Mr. LaPierre to convey a message. Mr. North warned that if Mr. LaPierre didn't retire, a damaging letter would be delivered to the N.R.A. board.

Mr. LaPierre was taken aback.

"I was forced to confront one of those defining choices, styled, in the parlance of extortionists, as an offer I couldn't refuse," he wrote to the board. "I refused it."

President Trump, who was the gun lobby's favored candidate in 2016, appeared at the N.R.A.'s annual meeting last month. Bryan Woolston/Reuters

The feud played out swiftly, with Mr. LaPierre, a veteran inside operator, easily outmaneuvering Mr. North, who was ousted a few days later.

**But** Mr. North's threat effectively came to fruition in the recent leaks that documented not only Mr. LaPierre's wardrobe and assorted expenses, but also a menu of other N.R.A. perks.

Marion Hammer, a longtime board member and lobbyist, received \$270,000 in consulting fees from the gun group last year. The N.R.A. also paid David Keene, a former president, \$40,000 last year, even as he was enmeshed in the scandal involving his one-time business partner Maria Butina, a Russian who pleaded guilty to being a covert foreign agent.

And there was the nearly \$14,000 Ackerman paid over three months, at Mr. LaPierre's request, to rent an apartment in Virginia for a young woman who was then a summer intern, and is now an N.R.A. employee.

"The N.R.A. was introduced to this young lady by her father, who is a local first responder and longtime N.R.A. member," said Andrew Arulanandam, an N.R.A. spokesman, who added that the accommodation was made after housing at a nearby university, where interns typically stayed, became unavailable.

Ms. Meadows, the new president, called the revelations "stale news — being recycled by those with personal agendas."

Such payments are likely to be scrutinized by Ms. James's office, which is examining "transactions between the N.R.A. and its board members, unauthorized political activity, and potentially false or misleading disclosures in regulatory filings," according to a copy of a letter sent to the N.R.A. and reviewed by The Times. (The attorney general of New York has jurisdiction because the N.R.A. was established there.)

Federal rules restrict transactions that confer economic benefits on high-ranking employees of tax-exempt organizations. A number of such transactions have already drawn scrutiny, and others are emerging.

The N.R.A., for instance, has for several years held its World Shooting Championship at Peacemaker National Training Center in Glengary, W.V. The center, which received \$70,500 last year for hosting the competition, is owned by Cole McCulloch, the N.R.A.'s director of competitive shooting, according to a document among those recently leaked.

Letitia James, center, the new attorney general of New York, is investigating the gun group's tax-exempt status. Seth Wenig/Associated Press

Mr. Arulanandam said Mr. McCulloch's ownership of the shooting range had been disclosed to the gun group's general counsel "and approved by the N.R.A. Audit Committee."



It was Ms. James's threats to investigate the N.R.A.'s tax-exempt status that led the N.R.A. to audit its contractors last summer, touching off the power struggle. N.R.A. officials have said Ackerman refused to turn over numerous financial documents. Ackerman has rebutted that, but some board members feared the N.R.A. was being overbilled.

It was a shocking standoff. The Oklahoma-based advertising firm has defined the modern N.R.A.'s voice, going back to the "I'm the N.R.A." campaign in the 1980s. Ackerman's top executive in the Washington area, Tony Makris, is a former business associate of Mr. LaPierre's.

But Ackerman declined even to provide the N.R.A. with internal statistics on NRATV's viewership. A review of data from Comscore, which tracks web traffic, suggests why that might be: The NRATV site had just 49,000 unique visitors in January, and less traffic in March than Oklahoman.com, the website of Ackerman's hometown newspaper.

The most contested document was a contract Ackerman struck with Mr. North. When Mr. North became president of the gun rights group a year ago, he left Fox News, and wanted to keep getting paid. But N.R.A. presidents, including celebrities like Charlton Heston, have served without pay. Last month, Mr. North wrote to two prominent N.R.A. officials to complain that because of the group's "difficult financial situation, I am spending much more time on the road raising money" than expected.

Senior N.R.A. executives are well compensated; eight of them make more than the head of the American Red Cross, a tax-exempt organization with 10 times the revenue of the N.R.A. Mr. LaPierre's total pay spiked in 2015 to more than \$5 million because of an early retirement payout.

Mr. North did, in effect, turn the presidency into a paid position by signing a deal with Ackerman to host an NRATV web series called "American Heroes," though Mr. LaPierre told the board that Mr. North appeared in only three of the dozen expected episodes.

N.R.A. officials have said Mr. North was not supposed to work directly for the group's contractor, because of the potential for conflicts of interest.

Mr. North has rebutted that.

"Wayne knew about my contract since its inception," he wrote in his letter to the two N.R.A. officials. "Wayne helped negotiate the contract."



The N.R.A. has nearly tapped out a \$25 million line of credit secured by the deed to its headquarters in the Washington suburbs.  
Justin T. Gellerson for The New York Times

## 'A Business Run Amok'

Some members believe the group has been woefully managed. In a recent open letter, Steve Hoback, a former N.R.A. official in its training department, warned that the organization had "become the swamp that many have lashed out against in our Federal government."

Another former staff member, Andrew Lander, wrote in his own open letter that "the things that are taking place within the organization, I feel are things that corrupt Congressmen would be doing" — not, he said, the leaders of the "oldest civil rights organization in the country."

The extent of the group's financial problems has in some ways been masked by the foundation, which is sitting on more than \$29 million that is counted as an asset on the N.R.A.'s books. Without it, the N.R.A. would have a negative net worth. The gun group said the money was largely an endowment set up for the N.R.A., but also encompassed reimbursements to the N.R.A. — for staff, supplies and rent — that had not yet been transferred.

Marcus Owens, a partner at Loeb & Loeb who served for a decade as director of the exempt organizations division of the Internal Revenue Service, said the sums moving to the N.R.A. from the foundation were "substantial related-party transactions," and that "in normal times, they would attract regulatory attention from the I.R.S. and a state attorney general."

Opponents see opportunity.

"Each day, there's a new drip, drip, drip," said John Feinblatt, president of Everytown for Gun Safety, a gun control group. "The N.R.A. is not a gun advocacy organization but a business that has been engaged in self-dealing, awarding contracts with little accountability to their friends, and it seems like a business run amok. It's questionable whether they can play in 2020 the way they have in the past."

Such groups showed unusual financial strength in the recent midterm elections. Take Nevada. For years, there had been a push to close loopholes in background checks related to private gun sales, culminating in a successful 2016 ballot initiative. Adam Laxalt, then the state's Republican attorney general, appeared in a commercial opposing the measure, and was criticized when he later helped block it from going into effect.

When Mr. Laxalt ran for governor last year, he had the N.R.A.'s endorsement and A+ rating, and was fiercely opposed by gun control groups. He lost to Steve Sisolak, a Democrat who in February signed background check legislation into law.

"That is Exhibit 1 of their diminishing power, and their inability to do what they used to do," Mr. Feinblatt said.

9/10/2019

At the N.R.A., a Cash Machine Sputtering - The New York Times

Mr. Rathner, the lobbyist and longtime N.R.A. board member, sees it differently. The organization's members, he said, pay their dues "to protect them from anti-gun legislation and anti-gun policies, and quite frankly, we gave them a president who appointed two good Supreme Court justices and over 100 lower court judges to protect them for a generation or two. And we did that because that's what our members expect us to do."

Susan Beachy contributed research.

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# NRA Says It Faces A Financial Crisis In Lawsuit Against New York State Officials

August 4, 2018 · 1:12 PM ET

SHANNON VAN SANT

BRIAN MANN



The National Rifle Association, which held its annual meeting in Dallas in May, has filed a lawsuit against New York state officials claiming they are pressuring financial institutions to stop doing business with the organization.

Justin Sullivan/Getty Images

The National Rifle Association says it could soon face a financial crisis that will force it to shut down some of its operations, including broadcasts by its NRA TV division. The gun rights group blames a campaign by Democratic New York Gov. Andrew Cuomo aimed at discouraging insurance companies and other financial institutions from doing business with the NRA.

The organization has filed a lawsuit against Cuomo and the New York State Department of Financial Services in federal court, alleging that Cuomo and state regulators seek to "deprive the NRA and its constituents of their First Amendment rights to speak freely about gun-related issues and defend the Second Amendment."

Brian Mann, who reports for NPR and North Country Public Radio, says the suit claims Cuomo's actions could "deprive the NRA" of banking, insurance and other financial services that are "essential to the NRA's corporate existence."

The NRA is asking for an immediate injunction to prevent state officials from "interfering with, terminating, or diminishing any of the NRA's contracts and/or business relationships with any organizations."

Article continues after sponsor message

"If the NRA is unable to collect donations from its members, safeguard the assets endowed to it, apply its funds to cover media buys and other expenses integral to its political speech, and obtain basic corporate insurance coverage, it will be unable to exist as a not-for-profit or pursue its advocacy mission," the lawsuit states.

"Defendants seek to silence one of America's oldest constitutional rights advocates. If their abuses are not enjoined, they will soon, substantially, succeed."

The news that the NRA may be in financial woes is being cheered by student activists and survivors of recent mass shootings, like Emma Gonzalez and David Hogg. The advocates from Parkland, Fla., say the news is evidence "the young people are winning."



David Hogg  
@davidhogg111

"The NRA admitted in a recent court filing that it's hurting financially thanks to activism by the teenage survivors of the Parkland school massacre"

Clearly the young people are winning. #USAoverNRA  
#RoadToChange shareblue.com/nra-tv-parklan...

**Teen anti-gun activism is killing the profitability of NRA TV**  
 The NRA is hurting financially — and may be forced to shut down NRA TV, its propaganda network — thanks to a wave of activism led shareblue.com

88.2K 7:01 PM - Aug 2, 2018

26.6K people are talking about this



**Emma González**  
@Emma4Change

To all companies who severed ties with the NRA, those personally affected by their influence on legislation thank you ♥  
♥ [twitter.com/GeorgeTakeI/st...](https://twitter.com/GeorgeTakeI/st...)

**George TakeI** @GeorgeTakeI

In just 48 hours, these companies cut ties with the NRA:

- Delta
- United
- Hertz
- Avis
- Budget
- Allied Van Lines
- MetLife
- Symantec
- Alamo
- National
- Enterprise
- First National Bank of Omaha
- Teladoc
- SimpliSafe

77.2K 3:38 PM - Feb 25, 2018

12K people are talking about this

New York's governor doesn't appear to be backing down. In a statement, Cuomo has described the NRA's lawsuit as "a futile and desperate attempt to advance its dangerous agenda to sell more guns."

"In New York, we won't be intimidated by frivolous court actions from a group of lobbyists bent on chipping away at common sense gun safety laws that many responsible gun owners actually support," the governor's office said. "I am proud of my 'F' rating from the NRA, and I will continue to do everything I can to keep New Yorkers safe."

But Cuomo also acknowledged that in April, he directed state regulators to "urge insurance companies, New York State-chartered banks, and other financial services companies licensed in New York to review any relationships they may have with the National Rifle Association." Cuomo argued that such ties could "harm their corporate reputations and jeopardize public safety."

In an email to NPR, the NRA said pressure from regulators amounts to a blacklisting effort. "The NRA has encountered serious difficulties obtaining corporate insurance coverage," the email said. "If insurers remain afraid to transact with the NRA, there is a substantial risk that NRA TV will be forced to cease operating."

The NRA says it has 5 million members, and USA Today reports the organization takes in an annual average of \$128 million in donations.

In 2018, the group set fundraising records, and the NRA Political Victory fund took in \$2.4 million in donations during the month of March alone, according to The Washington Post.

HuffPost reports the NRA typically receives spikes in donations in the wake of mass shootings. After the Parkland school shooting earlier this year, Salon reports donations to the organization increased by nearly 500 percent, compared with the week prior to the tragedy.

A lot of that money goes toward backing politicians that support the gun lobby. In 2016, the NRA spent \$61 million backing current members of Congress, and President Trump received \$31 million in advertising from the NRA during his campaign, according to USA Today.

In recent years, the NRA has expanded its media outreach, distributing highly-produced videos promoting gun ownership over the Internet and cable.

Lucretia Hughes: Born to Lead



NRA TV YouTube

Many of the videos on the NRA TV service are also critical of the national news media.

## Dana Loesch: We're Coming For You New York Times



NRA TV YouTube

Over the past week, protesters have gathered to march against gun violence. On Thursday in Chicago, activists demonstrated over a recent spike in homicides, according to *The Independent*. USA Today reports that on Friday, during a visit to western Kentucky, Oliver North, the incoming president of the NRA, was met by both "an enthusiastic welcome" and protesters who shouted, "Shame!"

Survivors of the Marjory Stoneman Douglas High School shooting in Parkland, Fla., organized a demonstration for Saturday outside the headquarters of the NRA in Virginia.

The *Washington Post* reports that the "teens will be joined by activists, protesters and survivors of gun violence to protest the NRA's role in blocking gun-control legislation and defending sales of guns such as the AR-15, the semiautomatic rifle used in the Parkland, Fla., massacre."

Lawrence Nathaniel, 25, executive director of the National Organization for Change, told *The Washington Post*, "The NRA has the ability to be the organization that fights for Second Amendment rights while also fighting to protect each and every American citizen, but they choose not to. They would rather threaten and antagonize us than sit down and talk about how we can work together to make sure every American has a quality and safe life."

nra tv cuomo nra guns second amendment national rifle association