

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

UNDER WILD SKIES, INC.)
)
 Plaintiff,)
)
 v.)
)
 NATIONAL RIFLE ASSOCIATION)
 OF AMERICA)
)
 Defendant.)

Case No. 19-12530

**ORDER GRANTING LEAVE
TO AMEND COMPLAINT**


CAME THIS DAY YOUR PLAINTIFF, Under Wild Skies, Inc., by counsel and hereby moved the Court for leave to Amend its Complaint and it appearing to the Court that under Rule 1:8 of the Rules of Supreme Court, leave is proper and should be granted, it is hereby

ORDERED THAT Plaintiff may file an Amended Complaint on or before November 8, 2019, and that Defendant National Rifle Association may file responsive pleadings thereto within 21 days of service of the Amended Complaint.

SO ORDERED

No Env.

DATE: 11/13/19

JUDGE: 

I ASK FOR THIS:

DYCIO & BIGGS

Mark R. Dycio, Esq. VSB 32741

Danielle A. Quinn, Esq. VSB 89502

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Fairfax, Virginia 22032

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Counsel for Plaintiffs

SEEN AND AGREED

James W. Hundley
BRIGLIA HUNDLEY, P.C.

James W. Hundley VSB #30723

Robert H. Cox VSB #33118

1921 Gallows Road

Suite 750

Tysons Corner, Virginia 22182

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FILED
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JOHN T. FREY
Clerk of the Circuit Court
of Fairfax County, VA

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

UNDER WILD SKIES, INC.)
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 Plaintiff,)
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 NATIONAL RIFLE ASSOCIATION)
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 Defendant.)
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Case No. 19-12530

AMENDED COMPLAINT

COMES NOW YOUR PLAINTIFF, Under Wild Skies, Inc. ("Plaintiff" or "UWS") by counsel, and for its Amended 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 2nd 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 2nd 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 contracts 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 Breach)

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. UWS stands ready and willing to perform its obligations in the future.

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. As such, it was contemplated that damages for a breach of the Advertising Agreement would include damages flowing from any breach by UWS of its agreements with 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. Indeed, the NRA's actions and words evince a clear indication that it will continue to refuse performance in the future. The NRA has not made its September 1, 2019, payment under the Advertising Agreement after a 26 year history of timely and consistent payments to UWS arising from the television show. The NRA issued the July 31, 2019 letter (Exhibit C) seeking unprecedented and burdensome information with the clear implication that the failure to provide such information would be considered a breach of the Advertising Agreement or an excuse for nonperformance by the NRA. The July 31, 2019, letter is clear subterfuge designed to conceal the

NRA's intention not to fulfill its future obligations under the Advertising Agreement. Indeed, the NRA did not make the next payment. Further, the NRA has failed and refused to respond directly to correspondence which asserted that the July 31, 2019, letter was being interpreted as an anticipatory breach, and, despite such interpretation, the NRA has failed and refused to provide any assurances of performance. The NRA has, thus, abandoned the Advertising Agreement and clearly has no intention of performing.

76. The anticipated breach by the NRA will damage UWS in the Advertising Agreement in the 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 Breach)

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

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

79. UWS has fully performed all obligations under the Agreement; namely, providing the NRA with commercial air time on each of its episodes. UWS stands ready and willing to perform its obligations in the future.

80. 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. As such, it was contemplated that damages for a breach of the Sponsorship

Agreement would include damages flowing from any breach by UWS of its agreements with Winnercomm.

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

82. 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.

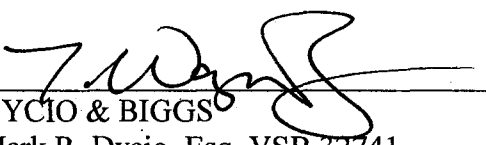
83. Indeed, the NRA's actions and words evince a clear indication that it will continue to refuse performance in the future. The NRA has not made its September 1, 2019, payment under the Sponsorship Agreement after a 26 year history of timely and consistent payments to UWS arising from the television show. The NRA issued the July 31, 2019 letter (Exhibit C) seeking unprecedented and burdensome information with the clear implication that the failure to provide such information would be considered a breach of the Sponsorship Agreement or an excuse for nonperformance by the NRA. The July 31, 2019, letter is clear subterfuge designed to conceal the NRA's intention not to fulfill its future obligations under the Sponsorship Agreement. Indeed, the NRA did not make the next payment. Further, the NRA has failed and refused to respond directly to correspondence which asserted that the July 31, 2019 letter was being interpreted as an anticipatory breach, and, despite such interpretation, the NRA has failed and refused to provide any assurances of performance. The NRA has, thus, abandoned the Sponsorship Agreement and clearly has no intention of performing.

84. 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



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Counsel for Plaintiffs

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CIVIL INTAKE

AFFIDAVIT OF SERVICE

2019 OCT 18 PM 5:52

State of Virginia

County of Fairfax

Circuit Court

Case Number: CL-2019-12530

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

Plaintiff:
UNDER WILD SKIES INC

vs.

Defendant:
NATIONAL RIFLE ASSOCIATION OF AMERICA

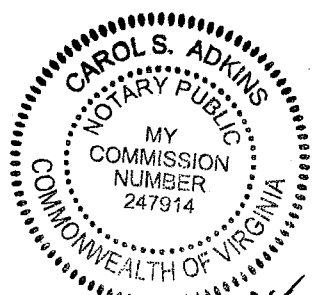
For:
Dycio & Biggs
10533 Main Street
Fairfax, VA 22030

Received by Process Server VA LLC to be served on **NATIONAL RIFLE ASSOCIATION OF AMERICA C/O CORPORATION SERVICE COMPANY, 100 SHOCKHOE SLIP 2ND FLOOR, RICHMOND, VA 23219.**

I, Norman E. Allen III, being duly sworn, depose and say that on the **19th day of September, 2019** at **12:45 pm, I:**

served a **CORPORATION** by delivering a true copy of the **SUMMONS-CIVIL ACTION AND COMPLAINT, EXHIBITS A-E** with the date and hour of service endorsed thereon by me, to: **DUSTIN KLINE** as **SERVICE OF PROCESS CLERK** for **NATIONAL RIFLE ASSOCIATION OF AMERICA**, at the address of: **100 SHOCKHOE SLIP 2ND FLOOR, RICHMOND, VA 23219**, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served. I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief.



[Handwritten Signature]

Norman E. Allen III
Process Server

Subscribed and Sworn to before me on the 24 day of September, 2019 by the affiant who is personally known to me.

[Handwritten Signature]
NOTARY PUBLIC *Exp. 12/31/2022*

Process Server VA LLC
P.O. BOX 1492
HERNDON, VA 20172
(703) 896-6581

Our Job Serial Number: PVA-2019001025

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX

**FILED
COURT SERVICES**

2019 OCT 10 3:17

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

UNDER WILD SKIES, INC.,

Plaintiff,

v.

**NATIONAL RIFLE ASSOCIATION
OF AMERICA.**

Defendant.

Case No. 2019 - 12530

**DEFENDANT'S DEMURRER, ANSWER, AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S COMPLAINT**

Defendant the National Rifle Association of America (the "NRA"), by counsel, hereby submits the following Demurrer, Answer, and Affirmative Defenses to the Complaint filed by Plaintiff Under Wild Skies, Inc. ("UWS").

DEMURRER

1. Count III of the Complaint fails to state a claim for Anticipatory Repudiation of the Advertising Agreement under Va. Code § 8.2-610, because (i) § 8.2-610 only applies to contracts for the sale of goods under the Uniform Commercial Code, and the Advertising Agreement is a contract for services; (ii) the NRA is not a party to any contract between UWS and Winnercomm Inc. and is not liable for any breach by UWS of a contract to which it is not a party; and (iii) the contract between UWS and Winnercomm is a contract for services and therefore § 8.2-610 is inapplicable to that contract as well.

2. Count IV of the Complaint fails to state a claim for Anticipatory Repudiation of the Sponsorship Agreement under Va. Code § 8.2-610, because (i) § 8.2-610 only applies for contracts

for the sale of goods under the Uniform Commercial Code, and the Sponsorship Agreement is a contract for services; (ii) the NRA is not a party to any contract between UWS and Winnercomm Inc. and is not liable for any breach by UWS of a contract to which it is not a party; and (iii) the contract between UWS and Winnercomm is a contract for services and therefore § 8.2-610 is inapplicable to that contract as well.

ANSWER

In response to the specific, numbered paragraphs of the NRA's Complaint, the NRA responds as follows:

Parties

1. The NRA admits the allegations in Paragraph 1.
2. The NRA admits the allegations in Paragraph 2.

Jurisdiction and Venue

3. Paragraph 3 contains conclusions of law to which no response is required.

Facts

4. The NRA admits that UWS is a television program that is hosted by Anthony Makris ("Makris"). The NRA lacks sufficient information to admit or deny the remaining allegations in Paragraph 4. To the extent a response is required, the NRA denies any and all remaining allegations in Paragraph 4.

5. The NRA denies the allegations in Paragraph 5.
6. The NRA lacks sufficient information to admit or deny the allegations in Paragraph 6. To the extent a response is required, the NRA denies the allegations in Paragraph 6.
7. The NRA admits the allegations in Paragraph 7.
8. The NRA denies the allegations in Paragraph 8.

9. The NRA lacks sufficient knowledge to admit or deny that Makris is the principal of the Mercury Group. The NRA denies the remaining allegations in Paragraph 9.

10. The NRA admits the allegations in Paragraph 10.

11. The NRA denies the allegations in Paragraph 11.

12. The NRA admits that Ackerman McQueen has filed counterclaims in the lawsuits against the NRA in a sum exceeding one hundred million dollars. The NRA denies the remaining allegations in Paragraph 12.

13. Paragraph 13 refers to a document to which no response is required as the document is the best evidence of its contents. In addition, some of the allegations contained in this paragraph assert legal arguments and conclusions to which no response is required. To the extent a response is required, the NRA denies the allegations of Paragraph 13.

14. Paragraph 14 refers to a document to which no response is required as the document is the best evidence of its contents. In addition, some of the allegations contained in this paragraph assert legal arguments and conclusions to which no response is required. To the extent a response is required, the NRA denies the allegations of Paragraph 14.

15. The NRA lacks sufficient information to admit or deny the allegations in Paragraph 15. To the extent a response is required, the NRA denies the allegations in Paragraph 15.

16. The NRA lacks sufficient information to admit or deny the allegations in Paragraph 16. To the extent a response is required, the NRA denies the allegations in Paragraph 16.

17. Paragraph 17 refers to a document to which no response is required as the document is the best evidence of its contents. To the extent a response is required, the NRA admits the allegations of Paragraph 17.

18. Paragraph 18 refers to a document to which no response is required as the document is the best evidence of its contents. To the extent a response is required, the NRA admits the allegations of Paragraph 18.

19. Paragraph 19 refers to a document to which no response is required as the document is the best evidence of its contents. To the extent a response is required, the NRA admits the allegations of Paragraph 19.

20. The NRA denies the allegations in Paragraph 20.

21. Paragraph 21 contains legal conclusions to which no response is required. To the extent a response is required the NRA denies the allegations of Paragraph 21.

22. The NRA denies the allegations in Paragraph 22.

23. The NRA denies the allegations in Paragraph 23.

24. The NRA lacks sufficient information to admit or deny whether all of the individuals listed in Paragraph 24 appear on UWS. However, the NRA admits that at least some of the individuals listed in Paragraph 24 have appeared on UWS in an effort to promote the NRA to the viewing public. Any and all remaining allegations in Paragraph 24 not explicitly admitted herein are denied.

25. The NRA lacks sufficient information to admit or deny the allegations in Paragraph 25. To the extent a response is required, the NRA denies the allegations in Paragraph 25.

26. The NRA denies the allegations in Paragraph 26.

27. Paragraph 27 refers to a document to which no response is required as the document is the best evidence of its contents. To the extent a response is required, the NRA denies the allegations of Paragraph 27.

28. Paragraph 28 refers to a document to which no response is required as the document is the best evidence of its contents. To the extent a response is required, the NRA denies the allegations of Paragraph 28.

29. The NRA admits the allegations in Paragraph 29.

30. Paragraph 30 refers to a document to which no response is required as the document is the best evidence of its contents. In addition, Paragraph 30 contains legal arguments and conclusions to which no response is required. To the extent a response is required, the NRA denies the allegations in Paragraph 30.

31. The NRA denies the allegations in Paragraph 31.

32. The NRA denies the allegations in Paragraph 32.

33. The NRA denies the allegations in Paragraph 33.

34. The NRA denies the allegations in Paragraph 34.

35. Paragraph 35 refers to a document to which no response is required as the document is the best evidence of its contents. In addition, Paragraph 35 contains legal arguments and conclusions to which no response is required. To the extent a response is required, the NRA denies the allegations in Paragraph 35.

36. Paragraph 36 purports to quote from a document to which no response is required as the document is the best evidence of its contents. To the extent a response is required, the NRA denies the allegations in Paragraph 36.

37. The NRA denies the allegations in Paragraph 37.

38. The NRA denies the allegations in Paragraph 38.

39. The NRA denies the allegations in Paragraph 39.

40. Paragraph 40 refers to a document to which no response is required as the document is the best evidence of its contents. In addition, Paragraph 40 contains legal arguments and conclusions to which no response is required. To the extent a response is required, the NRA denies the allegations in Paragraph 40.

41. Paragraph 41 refers to a document to which no response is required as the document is the best evidence of its contents. In addition, Paragraph 41 contains legal arguments and conclusions to which no response is required. To the extent a response is required, the NRA denies the allegations in Paragraph 41.

42. The NRA denies the allegations in Paragraph 42.

43. The NRA denies the allegations in Paragraph 43.

44. The NRA admits that between 2016 and July 1, 2019, every payment owed to UWS by the NRA under each of the Agreements was paid on-time and consistently. The NRA denies the remaining allegations in Paragraph 44.

45. The NRA admits that the NRA complied with the Advertising and Sponsorship Agreements at all relevant times. The NRA denies the remaining allegations in Paragraph 45.

46. The NRA denies the allegations in Paragraph 46.

47. The NRA denies the allegations in Paragraph 47.

48. Paragraph 48 contains legal conclusions to which no response is required. To the extent a response is required, the NRA denies the allegations in Paragraph 48.

49. Paragraph 49 contains legal conclusions to which no response is required. To the extent that a response is required, the NRA denies the allegations in Paragraph 49.

50. The NRA denies the allegations in Paragraph 50.

51. The NRA denies the allegations in Paragraph 51.

- 52. The NRA denies the allegations in Paragraph 52.
- 53. The NRA denies the allegations in Paragraph 53.
- 54. The NRA denies the allegations in Paragraph 54.
- 55. Paragraph 55 contains legal conclusions to which no response is required. To the extent that a response is required, the NRA denies the allegations in Paragraph 55.

- 56. The NRA denies the allegations in Paragraph 56.
- 57. The NRA denies the allegations in Paragraph 57.
- 58. The NRA denies the allegations in Paragraph 58.

COUNT I

(Breach of Advertising Contract)

- 59. The NRA reincorporates by reference its responses to the allegations in Paragraphs 1 through 58.
- 60. The NRA denies the allegations in Paragraph 60.
- 61. The NRA denies the allegations in Paragraph 61.
- 62. The NRA denies the allegations in Paragraph 62.
- 63. The NRA denies the allegations in Paragraph 63.

COUNT II

(Breach of Sponsorship Contract)

- 64. The NRA reincorporates by reference its responses to the allegations in Paragraphs 1 through 63.
- 65. The NRA denies the allegations in Paragraph 65.
- 66. The NRA denies the allegations in Paragraph 66.
- 67. The NRA denies the allegations in Paragraph 67.

68. The NRA denies the allegations in Paragraph 68.

AFFIRMATIVE DEFENSES

First Affirmative Defense

1. UWS' claims are barred in whole or in part by UWS' duty to mitigate.

Second Affirmative Defense

2. UWS' claims are barred in whole or in part by UWS' prior material breaches of the Advertising and Sponsorship Agreements.

Third Affirmative Defense

3. UWS' claims are barred in whole or in part by UWS' failure of consideration under the Advertising and Sponsorship Agreements.

Fourth Affirmative Defense

4. UWS' claims are barred in whole or in part by UWS' fraudulent submission of expenses.

Fifth Affirmative Defense

5. UWS' claims are barred in whole or in part because UWS obtained the Advertising and Sponsorship Agreements under duress.

Sixth Affirmative Defense

6. To the extent that UWS suffered any injury, such injury was not caused by the NRA.

Seventh Affirmative Defense

7. UWS claims are barred, in whole or in part, by the doctrine of unclean hands.

Eighth Affirmative Defense

8. As a result of UWS conduct, works, and/or actions, UWS Complaint is barred, in whole or in part, by the doctrine of waiver.

Ninth Affirmative Defense

9. UWS failed to satisfy conditions precedent.

Tenth Affirmative Defense

10. The NRA is entitled to setoff and/or recoupment.

Eleventh Affirmative Defense

11. UWS' Complaint fails to state a claim upon which relief can be granted. The NRA has demurred as to Counts III and IV of the Complaint.

WHEREFORE, the NRA respectfully requests that this Court:

- a. Deny UWS' Complaint in its entirety, with prejudice;
- b. Deny each of UWS' demands for relief; and
- c. Grant the NRA any relief the Court deems just and proper.

Dated: October 10, 2019

Respectfully submitted,

NATIONAL RIFLE ASSOCIATION
OF AMERICA

By counsel



James W. Hundley (VSB No. 30723)

Robert H. Cox (VSB No. 33118)

Amy L. Bradley (VSB No. 80155)

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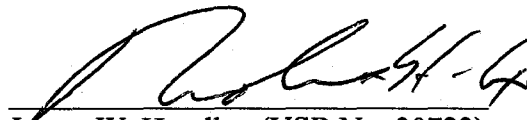
*Counsel for the National Rifle Association of
America*

CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2019, I caused the foregoing to be served via electronic mail and first-class mail upon:

Mark R. Dycio
Daniella A. Quinn
DYCIO & BIGGS
10533 Main Street
Fairfax, Virginia 22032
dquinn@dyciolaw.com

Counsel for the Defendants

A handwritten signature in black ink, appearing to read "Robert H. Cox", is written over a horizontal line.

James W. Hundley (VSB No. 30723)
Robert H. Cox (VSB No. 33118)

COMMONWEALTH OF VIRGINIA
CIRCUIT COURT OF FAIRFAX COUNTY
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
703-691-7320
(Press 3, Press 1)

COPY

Under Wild Skies Inc vs. National Rifle Association Of America
CL-2019-0012530

**TO: National Rifle Association Of America
c/o Corporation Service Company
100 Shockoe Slip 2nd Floor
Richmond VA 23219**

SUMMONS – CIVIL ACTION

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.

Done in the name of the Commonwealth of Virginia, on September 12, 2019.

JOHN T. FREY, CLERK

By: TW
Deputy Clerk

Plaintiff's Attorney: Mark R. Dycio