

VIRGINIA:

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COURT SERVICES

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY  
Civil Division

2019 JUN 20 AM 10:06  
JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

UNDER WILD SKIES, INC.,

Plaintiff/Counter-Defendant,

v.

CL19-12530

NATIONAL RIFLE ASSOCIATION  
OF AMERICA

Defendant/Counter-Plaintiff,

**COUNTERCLAIM ANSWER**

Plaintiff/Counter-Defendant, Under Wild Skies, ("Plaintiff"), by and through undersigned counsel, Dycio & Biggs, states the following as its Answer to Defendant, National Rifle Association of America's ("NRA") Counterclaim:

1. Plaintiff admits the allegations in Paragraph 1 of Defendant's Counter-Claim.
2. Plaintiff states that Paragraph 2 of Defendant's Counter-Claim states a legal conclusion to which no response is required. Further, Plaintiff states that the Agreements referenced in Paragraph 2 speak for themselves. Plaintiff avers as a new matter, specifically requiring a response, that Wayne LaPierre instructed that two episodes in 2018 not be aired.
3. Plaintiff states that Paragraph 3 of Defendant's Counter-Claim states a legal conclusion to which no response is required. Further, Plaintiff states that the Agreements referenced in Paragraph 3 speak for themselves. To the degree a response is required, the allegations are denied.
4. Plaintiff denies the allegations in Paragraph 4 of Defendant's Counter-Claim and demands strict proof thereof.

5. Plaintiff denies the allegations in paragraph 5 of Defendant's Counter-Claim and demands strict proof thereof. Plaintiff avers as a new matter, specifically requiring a response, that the two "missing" episodes were in fact produced, but were not released at the sole direction of Wayne LaPierre ("LaPierre") in his capacity as Vice-President and CEO of the NRA. Plaintiff further avers as a new matter, specifically requiring a response, that the aforementioned episodes contain video footage of LaPierre firing multiple gun shots at an elephant in Botswana while attempting to kill it. Plaintiff further avers as a new matter, specifically requiring a response, that the video contains footage of LaPierre's wife, Susan LaPierre, cutting off the elephant's tail. Plaintiff further avers as a new matter, specifically requiring a response, that the video contains footage of Susan LaPierre holding the elephant tail in the air, and proclaiming "Victory... with Under Wild Skies!" Plaintiff further avers as a new matter, specifically requiring a response, that LaPierre, Susan LaPierre, and other members of the hunt posed for photos while sitting on the deceased elephant.
6. Plaintiff admits only eleven episodes have been aired in 2019. Plaintiff avers as a new matter, specifically requiring a response, that NRA failed to make contractual payments under the Agreements, thus breaching the Agreements prior to any alleged non-production.

**COUNT I – BREACH OF CONTRACT**  
**(Advertising Contract)**

7. Plaintiff incorporates by reference the responses set forth in the paragraphs above.
8. Plaintiff admits the allegations in Paragraph 8 of Defendant's Counter-Claim.
9. Plaintiff denies the allegations in Paragraph 9 of Defendant's Counter-Claim and demands strict proof thereof.
10. Plaintiff denies the allegations in Paragraph 10 of Defendant's Counter-Claim and demands strict proof thereof.

11. Plaintiff denies the allegations in Paragraph 11 of Defendant's Counter-Claim and demands strict proof thereof.

**COUNT II – BREACH OF CONTRACT**  
**(Sponsorship Contract)**

12. Plaintiff incorporates by reference the responses set forth in the paragraphs above.

13. Plaintiff admits the allegations in Paragraph 13 of Defendant's Counter-Claim.

14. Plaintiff denies the allegations in Paragraph 14 of Defendant's Counter-Claim and demands strict proof thereof.

15. Plaintiff denies the allegations in Paragraph 15 of Defendant's Counter-Claim and demands strict proof thereof.

16. Plaintiff denies the allegations in Paragraph 16 of Defendant's Counter-Claim and demands strict proof thereof.

**GROUND OF DEFENSE**

Under Wild Skies reserves the right to rely on any defense which is applicable, including those which become apparent through the taking of evidence at trial. Without waiving that right,

Under Wild Skies asserts the following affirmative defenses:

- a. The Counter-Complaint has failed to state a claim upon which relief may be granted.
- b. The causes of action in the Counter-Complaint are barred because NRA would be unjustly enriched if it were to prevail.
- c. NRA's claims are barred, in whole or in part, by the doctrines of waiver, ratification, estoppel and/or unclean hands.
- d. NRA's claims are barred, in whole or in part, based upon NRA's first and continued breach of the contract.



e. NRA's claims are barred, in whole or in part, because it has not been damaged.

WHEREFORE, Under Wild Skies, Inc. prays for judgment as follows:

- a. That the Counter-Complaint be dismissed in its entirety with prejudice;
- b. That NRA obtain no relief by way of this action;
- c. That Under Wild Skies be awarded their costs of suit, including reasonable attorney's fees; and
- d. That Under Wild Skies be awarded such other relief as the Court deems just and proper.

**Under Wild Skies requests a jury trial on all issues.**

Respectfully Submitted,  
Under Wild Skies, Inc.,  
By Counsel

DYCIO & BIGGS

By:



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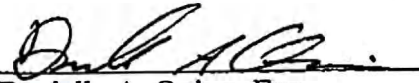
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*Counsel for Plaintiffs/Counter-Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing was served on this 20th day of December, 2019 via fax and first-class mail, postage paid, to the following:

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