

VIRGINIA:

**IN THE CIRCUIT COURT FOR
THE COUNTY OF FAIRFAX**

UNDER WILD SKIES, INC.,

Plaintiff,

v.

**NATIONAL RIFLE ASSOCIATION
OF AMERICA,**

Defendant.

Case No. CL-2019-0012530

**DEFENDANT'S RESPONSES AND OBJECTIONS TO
PLAINTIFF'S FIRST REQUESTS FOR ADMISSIONS**

Pursuant to the Virginia Supreme Court Rules 4:1 and 4:8, Defendant/Counterclaim Plaintiff the National Rifle Association of America (the "NRA") submits the following Responses and Objections to Plaintiff/Counterclaim Defendant Under Wild Skies, Inc.'s First Requests for Admissions (the "Requests" and each, individually, a "Request"). These responses are based on information currently available to the NRA. The NRA reserves the right to amend, supplement, or correct its responses in accordance with the Virginia Rules of the Supreme Court.

The information supplied in these answers is not based solely on the knowledge of the executing party, but may include knowledge of the party, the party's agents, representatives, and/or attorneys, unless privileged.

GENERAL OBJECTIONS

The General Objections set forth below apply to each of the numbered Requests, whether or not specifically stated in Defendant's response or objections to each Request.

1. The NRA objects to the Definitions and Instructions, and to the Requests, to the extent that they seek to impose obligations on the NRA greater than those imposed or authorized by the Code of Virginia or the Rules.

2. The NRA objects to the Requests to the extent they seek information which is privileged, exempt, or protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other applicable statutory or common law privilege, prohibition, limitation, immunity, or exemption from discovery. Nothing contained in these Responses and Objections is intended to be, or should in any way be deemed as, a waiver of the attorney-client privilege, attorney work product doctrine, or any other applicable privilege, immunity, prohibition, limitation, or exemption.

3. The NRA objects to the Requests to the extent that they are overly broad and unduly burdensome. In particular, the NRA objects to the Definitions and Instructions as overbroad and unduly burdensome to the extent they purport to define the terms "you," "your," and "yourself," because the inclusion of agents and representatives in the definition of such terms would require the NRA to seek documents from persons outside of its control. Accordingly, the NRA's Responses and Objections to the Requests will define the terms "you," "your," and "yourself" to mean the National Rifle Association of America and any of its officers, directors or employees, unless otherwise stated in a specific response.

4. The NRA objects to the Requests to the extent they seek information not in its possession, custody, or control, or require the NRA to make unreasonable inquiries of persons or other entities.

5. The NRA objects to the Requests to the extent they are vague, ambiguous and/or unintelligible.

6. The NRA objects to the Requests to the extent they seek information that is neither relevant to the subject matter of the litigation nor reasonably calculated to lead to the discovery of admissible evidence.

7. The NRA objects to the Requests to the extent they seek information that violates the right of privacy guaranteed by law to the NRA and/or third parties.

8. All objections previously noted or filed separately are incorporated herein in their entirety by reference as if set forth verbatim; none are waived.

9. Objections to these Requests are made without waiver, and with preservation, of the right to object to the use of these Requests and the subject matter of these Requests on any ground in any proceeding in this action, including trial, and in any other action.

10. Objections to these Requests are made without waiver, and with preservation, of the right to object on any grounds at any time to a demand or request for further or other responses (a) to these Requests or (b) relating to the subject matter of these Requests.

11. Objections to these Requests are made without waiver, and with preservation, of the right to revise, correct, add to, supplement, or clarify these Responses and Objections.

12. In providing these responses to the Interrogatories, the NRA reserves and does not waive: (a) any objection as to the vagueness, ambiguity, or other infirmity in the form of an Interrogatory and any objection based on the undue burden imposed by an Interrogatory; (b) any rights to object on any grounds to the use of any of the responses, objections, documents, or their subject matter, in any subsequent proceeding; and (c) any rights to object on any ground to any further discovery requests involving or relating to the subject matter of the Requests.

13. All of the NRA's objections to the Requests shall be deemed to be continuing and are hereby incorporated into each of the responses and objections to the specific Requests set forth below.

SPECIFIC OBJECTIONS AND RESPONSES

REQUEST 1

Admit that the NRA entered into the Sponsorship Agreement with UWS as dated January 1, 2016.

ANSWER

The NRA incorporates its General Objections.

Denied. The Sponsorship Agreement is dated January 24, 2018.

REQUEST 2

Admit that the NRA entered into the Advertising Agreement with UWS as dated January 1, 2016.

ANSWER

The NRA incorporates its General Objections.

Denied. The Advertising Agreement is dated January 24, 2018.

REQUEST 3

Admit that both Agreements are to run through December 31, 2025.

ANSWER

The NRA incorporates its General Objections.

Denied.

REQUEST 4

Admit that Wayne LaPierre, in his capacity as Executive Vice President of the NRA executed the Agreements as attached to the Complaint.

ANSWER

The NRA incorporates its General Objections.

Admitted.

REQUEST 5

Admit that on January 24, 2018, Pete Brownell and Carolyn Meadows, in their official capacity as NRA executives, executed the Agreements.

ANSWER

The NRA incorporates its General Objections.

Denied.

REQUEST 6

Admit that at the time of execution, Wayne LaPierre, Pete Brownell, and Carolyn Meadows had the authority to enter in binding contracts on behalf of the NRA.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent that "binding contracts" is vague and that it is overbroad.

Denied.

REQUEST 7

Admit that the NRA made all payments identified to be paid under the Agreements for calendar year 2016 up to September 1, 2019.

ANSWER

The NRA incorporates its General Objections.

Admitted.

REQUEST 8

Admit that the NRA despite having made all previous payments, failed to make the September 1, 2019 payment to UWS in the amount of \$250,000 under the Sponsorship Agreement.

ANSWER

The NRA incorporates its General Objections.

Denied. The NRA admits that it did not pay UWS on September 1, 2019 an amount of \$250,000.

REQUEST 9

Admit that NRA failed to make the September 1, 2019 payment to UWS in the amount of \$300,000 under the Advertising Agreement.

ANSWER

The NRA incorporates its General Objections.

Denied. The NRA admits that it did not pay UWS on September 1, 2019 an amount of \$300,000.

REQUEST 10

Admit that Wayne LaPierre and other NRA executives participated in safaris paid for by UWS to extol the benefits of hunting and/or promote the NRA brand.

ANSWER

The NRA incorporates its General Objections.

Admitted.

REQUEST 11

Admit that UWS paid for Wayne LaPierre's and Susan LaPierre's hunting trophies while he was Executive Vice President of the NRA.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent that "hunting trophies" is vague. The NRA objects to this Request as overbroad and unlikely to elicit information relevant to the claims or issues in this lawsuit. The NRA further objects to this Request as it seeks information which is already in UWS's possession, custody, or control.

~~The NRA lacks information sufficient to admit or deny this Request.~~

REQUEST 12

Admit that in 2016, Wayne LaPierre, while President of the NRA, and Susan LaPierre attended an elephant hunt for UWS in Bostwana.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent "an elephant hunt" is vague. The NRA objects to this Request as it is unlikely to elicit information relevant to the claims or issues in this lawsuit. The NRA further objects to this Request as it seeks information which is already in UWS's possession, custody, or control.

REQUEST 13

Admit that during the elephant hunt, Wayne LaPierre shot and attempted to killed [sic] an elephant.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent "the elephant hunt" is vague. The NRA objects to this Request as it is unlikely to elicit information relevant to the claims or issues in this lawsuit. The NRA further objects to this Request as it seeks information which is already in UWS's possession, custody, or control.

REQUEST 14

Admit that after the aforementioned elephant hunt, Wayne LaPierre ordered Tony Makris not to air the footage from the elephant hunt.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent "the elephant hunt" is vague. The NRA objects to this Request as it is unlikely to elicit information relevant to the claims or issues in this lawsuit. The NRA further objects to this Request as it seeks information which is already in UWS's possession, custody, or control.

Denied.

REQUEST 15

Admit that Wayne La Pierre knew this would leave UWS with insufficient footage to complete the show.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent "this" is vague and ambiguous. The NRA objects to this Request as it is unlikely to elicit information relevant to the claims or issues in this lawsuit. The NRA further objects to this Request as it seeks information which is already in UWS's possession, custody, or control.

Denied.

REQUEST 16

Admit Wayne LaPierre, as Executive Vice President of the NRA, requested UWS to cancel, or cut-short, one or more hunting trips to assist the NRA with Second Amendment strategy as a result of nationally recognized shootings.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request as it is unlikely to elicit information relevant to the claims or issues in this lawsuit. The NRA further objects to this Request as it seeks information which is already in UWS's possession, custody, or control.

Denied.

REQUEST 17

Admit UWS appeared/ was televised [sic] on NRATV.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent the information requested is already in the possession, custody, or control of Plaintiff. NRATV is owned

and operated by Ackerman McQueen, Inc. ("Ackerman"). Tony Makris, the president of UWS, is a principal at Ackerman. Plaintiff is in a better position to confirm or deny the information in this Request.

REQUEST 18

Admit the Agreements do not require documentation or production of information sufficient to show total viewership, on an episode by episode basis, of the show.

ANSWER

The NRA incorporates its General Objections.

Denied.

REQUEST 19

Admit that the Agreement do not require UWS to provide the NRA document sufficient to show on which media platforms UWS is available for the public to see "on demand."

ANSWER

The NRA incorporates its General Objections.

Denied.

REQUEST 20

Admit that the Agreements do not require UWS to answer "basic" questions about its performance under the Agreements.

ANSWER

The NRA incorporates its General Objections.

Denied.

REQUEST 21

1 Admit the Agreements do not require UWS to prepare documents that refer or relate to UWS business and marketing metrics.

ANSWER

The NRA incorporates its General Objections.

Denied.

REQUEST 22

Admit that Wayne LaPierre appeared on UWS to appease his critics that his reputation was weak in the hunting community.

ANSWER

The NRA incorporates its General Objections. The NRA also objects to this Request as it unlikely to elicit information relevant to the claims or issues in this lawsuit.

~~The NRA lacks knowledge sufficient to admit or deny this Request.~~

REQUEST 23

Admit the Agreements are for a set dollar amount and do not require NRA approval of expenses or disbursement.

ANSWER

The NRA incorporates its General Objections.

Denied.

REQUEST 24

Admit Wayne LaPierre possessed full mental capacity at the time of execution of the Agreements.

ANSWER

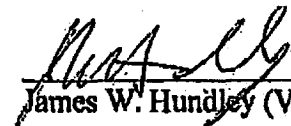
The NRA incorporates its General Objections.

Dated: February 7, 2020

Respectfully submitted,

NATIONAL RIFLE ASSOCIATION
OF AMERICA

By counsel


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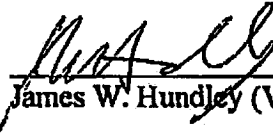
Counsel for the National Rifle Association of America

CERTIFICATE OF SERVICE

I hereby certify that on February 7, 2020, I caused the foregoing to be served via electronic mail and first-class mail upon:

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