

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY**

-----X
THE NATIONAL RIFLE ASSOCIATION OF AMERICA, :

Plaintiff, :

Index # _____

-against- :

OLIVER NORTH, :

Defendant. :

COMPLAINT

-----X
Plaintiff National Rifle Association of America ("Plaintiff," the "NRA," or the "Association") files this Complaint against defendant Oliver North ("Defendant" or "North"), upon personal knowledge as to all facts regarding itself and upon information and belief as to others, as follows:

I.

PRELIMINARY STATEMENT

1. Like many nationally recognized 501(c)(4) organizations, the NRA operates pursuant to Bylaws that govern the conduct of the Association, its members, its officers, and its 76-person Board of Directors.¹ The NRA has grown to approximately five million members since it was founded almost 150 years ago due, in significant measure, to the principled leadership of its Board of Directors and [REDACTED].

2. Under the NRA's Bylaws (the "Bylaws"), [REDACTED]
[REDACTED]
[REDACTED]

¹ The NRA's Bylaws are attached to this Complaint as Exhibit A.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]²

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

5. [REDACTED]

[REDACTED]

[REDACTED].

² The Complaint contains information that defendant may argue should be filed under seal pursuant to Rule 216.1(a) of the Uniform Rules for Trial Courts (the “Rule”). In order to afford defendant an opportunity to exercise his right under the Rule, the NRA redacted certain allegations in the Complaint. Should defendant elect not to seek a sealing order under the Rule, the NRA will file an unredacted version of the Complaint.

6. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

7. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

8. In order to dispel any notion that [REDACTED]
is not governed by its Bylaws, the NRA seeks a declaratory judgment that [REDACTED]
[REDACTED]
[REDACTED].

3 [REDACTED]
[REDACTED].

9. In addition, for the reasons set forth below, the NRA seeks a declaration that North's refusal in June 2019 to resign from his employment at Ackerman McQueen in order to remedy a situation that the NRA Board's Audit Committee had determined to be an irreconcilable conflict of interest was an election by North to forfeit his NRA Board membership.

II.

JURISDICTION AND VENUE

10. The Court has personal jurisdiction over North pursuant to N.Y. Civil Practice Law and Rules ("CPLR") Sections 302(a)(1) and 302(a)(3) because (i) North is a member, has served several terms as a member of the NRA's Board of Directors, and is a former officer of the NRA; (ii) the NRA is a not-for-profit corporation organized under the laws of New York; (iii) [REDACTED], [REDACTED], and (iv) [REDACTED], [REDACTED], [REDACTED].

11. Venue is proper in Albany County pursuant to CPLR §§ 503(a) and 509 because the NRA designates Albany County as the place of trial and the NRA is a not-for-profit corporation organized under the laws of New York.

III. PARTIES

12. Plaintiff National Rifle Association of America is a corporation organized under the laws of New York with its principal place of business in Fairfax, Virginia.

13. Defendant North is an individual who resides in Virginia. [REDACTED]

[REDACTED]

[REDACTED]

IV.
STATEMENT OF RELEVANT FACTS

A. Plaintiff National Rifle Association Of America

14. Plaintiff National Rifle Association of America is a not-for-profit corporation organized under the laws of New York. The NRA is America's leading provider of gun-safety and marksmanship education for civilians and law enforcement. It is also the foremost defender of the Second Amendment to the United States Constitution. A 501(c)(4) tax exempt organization, the NRA has approximately five million members—and its programs reach many millions more. It was founded in 1871 and operates pursuant to its Bylaws, which specify, among other things,

[REDACTED]

[REDACTED]

[REDACTED].

B. Defendant Oliver North

15. Lieutenant Colonel Oliver North (Ret.) is an individual who resides in Virginia and is a member of the NRA. He is also an employee of Ackerman McQueen (the NRA's former advertising and communications firm) and has served several terms as a member of the NRA's Board of Directors. For a certain time period in 2018 and 2019, he also served as the NRA's President and was therefore an NRA officer. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In May 2020, North threatened to sue the NRA if the Association [REDACTED]

[REDACTED] even though the NRA was simply following the steps contemplated in its Bylaws.

C. The NRA's Bylaws Set Forth The Rights And Responsibilities Of The Organization – And Those It Serves, Including [REDACTED]

a. Eligibility for Becoming a Member

16. Article III, Section 1 of the NRA's Bylaws defines eligibility terms for becoming a member of the NRA. Specifically, that provision states: "Any citizen of the United States who is and while he remains of good repute, who subscribes to the objectives and purposes of the Association [which are separately set forth in Article II of the Bylaws] . . . shall be eligible to be a member of the Association, provided that citizens of foreign nations and organizations composed in whole or in major part of citizens of foreign nations may be admitted to membership as provided in Sections 3 and 4 of this Article." Article III, Section 1 also states: "No individual who is a member of, and no organization composed in whole or in part of individuals who are members of, any organization or group having as its purpose or one of its purposes the overthrow by force and violence of the Government of the United States or any of its political subdivisions shall be eligible for membership."

b. Procedures for Becoming a Member.

17. Further, Article III, Section 5 of the Bylaws specifies the procedure for becoming an NRA member as follows: "An appropriate card, certificate or insignia shall be issued to each member as evidence of membership. Any applicant for . . . membership . . . may be refused admission . . . by the Board of Directors for any reason deemed by it to be sufficient."

c. NRA Members' Rights and Privileges.

18. Article III, Section 6 of the Bylaws defines NRA members' rights and privileges. For example, it states: "All members shall have the privilege of requesting and receiving from the

Association such advice and assistance as may be currently available concerning small arms, ammunition and accessories, range construction, and organization and management of clubs and competitions.” As another example, the Bylaws state that “all . . . members of the Association shall be entitled to a subscription to the official journal as a privilege of membership.” Under the Bylaws, “[a]ll members shall [also] have the privilege to attend and be heard at all official meetings of members, and shall have the right to attend all meetings of the Board of Directors, Executive Committee, and standing and special committees of the Association, except during executive sessions thereof.”

d. Duties of NRA Members.

19. Article III, Section 9 of the Bylaws states that the duties of NRA members are “to assist in every feasible manner in promoting the objectives of the Association as set forth in Article II of these Bylaws and to act at all times and in every matter in a manner befitting a sportsman and a good citizen.”

e. Purposes and Objectives of the NRA.

20. Article II of the Bylaws, in turn, defines the purposes and objectives of the Association as follows: “1. To protect and defend the Constitution of the United States, especially with reference to the God-given inalienable right of the individual American citizen guaranteed by such Constitution to acquire, possess, collect, exhibit, transport, carry, transfer ownership of, and enjoy the right to use, keep and bear arms, in order that the people may exercise their individual rights of self-preservation and defense of family, person, and property, and to serve in the militia of all law-abiding men and women for the defense of the Republic and the individual liberty of the citizens of our communities, our states and our great nation; 2. To promote public safety, law and order, and the national defense; 3. To train members of law enforcement agencies, the armed

forces, the National Guard, the militia, and people of good repute in marksmanship and in the safe handling and efficient use of small arms; 4. To foster, promote and support the shooting sports, including the advancement of amateur and junior competitions in marksmanship at the local, state, regional, national, international, and Olympic levels; 5. To promote hunter safety, and to promote and defend hunting as a shooting sport, for subsistence, and as a viable and necessary method of fostering the propagation, growth and conservation, and wise use of our renewable wildlife resources.” Article II of the Bylaws also states: “The Association may take all actions necessary and proper in the furtherance of these purposes and objectives.”

f. Voluntary Termination of Membership.

21. Article III, Section 10 of the Bylaws sets forth the procedures for voluntary termination of membership: “Any . . . member may terminate his or her membership at any time by a resignation in writing sent by first class United States mail to the Secretary of the Association.”

g. [REDACTED]

22. [REDACTED]

[REDACTED]

23. Specifically, [REDACTED]

[REDACTED]

24. [REDACTED]

[REDACTED] ”

25. [REDACTED]

[REDACTED] ”

26. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ”

[REDACTED]

27. [REDACTED]

[REDACTED]

[REDACTED] ” [REDACTED]

28. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ”

29. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].”).

30. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].”

31. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

32. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].”

33. [REDACTED]

[REDACTED].”

D. Since May 2018, North [REDACTED]
[REDACTED]:

34. As alleged elsewhere in this Complaint, [REDACTED]

[REDACTED]

[REDACTED].

35. [REDACTED]

[REDACTED] Unfortunately, much about North’s demise as a leader on the NRA’s Board and the context in which it occurred—that is, the NRA’s relationship with and severance of ties with North’s employer, Ackerman McQueen—has been reported in the news and appeared in public court filings.

36. In brief, since May 2018, North has been employed by Ackerman. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

37. Specifically, New York law requires that the NRA Board of Directors, or an authorized committee thereof, review and approve “any transaction, agreement, or any other arrangement in which [a director or officer of the NRA] has a financial interest and in which the [NRA or an affiliate] is a participant.” *See* New York Not-For-Profit Corporation Law Section 715. Of course, a board of directors may define additional restrictions on transactions giving rise to potential conflicts of interest; and, consistent with best practices, the NRA’s Conflict of Interest Policy requires disclosure of contracts between NRA leadership and vendors, like Ackerman, that receive funds from the NRA.

38. Aware that North entered into a contract with Ackerman (the “North Contract”), the NRA diligently sought to comply with its obligations concerning analysis and formal approval of the North Contract. During September 2018, the Audit Committee of the NRA Board of Directors reviewed a purported summary of the material terms of the North Contract and ratified the relationship pursuant to New York law—subject to carefully drawn provisos designed to avoid any conflicts of interest.

39. When the Audit Committee enacted that September 2018 resolution, it was assured that the NRA’s counsel would review the North Contract in full. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

40. Eventually, in February 2019, Ackerman acceded to a brief, circumscribed, “live” review of the North Contract (but not to retention of any copies of the document) by the General Counsel of the NRA. [REDACTED]

41. By letters dated March 25 and 26, 2019, the NRA’s General Counsel sought additional visibility regarding the North Contract and related business arrangements, as well as copies of other material business records pursuant to the Services Agreement with Ackerman.

42. [REDACTED]

43. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

44. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In reality, any outside counsel of the NRA works under the supervision of the Executive Vice President and CEO, coordinates closely with the Office of the General Counsel and Chief Financial Officer, and collaborates with various committees of the NRA's Board of Directors. [REDACTED]

the relationship with outside counsel had been vetted and approved.

45. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].”

46. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

47. [REDACTED]

[REDACTED]

[REDACTED].

48. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

49. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

50. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

51. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].”

52. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

53. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

54. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

55. [REDACTED]

[REDACTED]

[REDACTED]

E. May 2019: The NRA Demands That North Address His Conflict Of Interest.

56. On May 30, 2019, the NRA's Audit Committee rescinded its previous resolution passed in September 2018 approving North's participation in the North Contract while continuing his service as an NRA Board member. The committee did so because it concluded that its previous approval was based upon information that was not complete and not accurate. The committee also noted that [REDACTED], and that the conflict was "irreconcilable."

57. By letter dated May 31, 2019, following the resolution by the NRA's Audit Committee regarding the "irreconcilable conflict" arising from North's employment with

Ackerman, the NRA Secretary and General Counsel wrote to North's counsel requesting that North resign—either from his remaining leadership positions with the NRA or from Ackerman. The letter from the NRA Secretary and General Counsel also advised North that “[a]bsent the Audit Committee’s approval, Col. North’s continued, simultaneous service as a board and Executive Council member, on the one hand, and an employee of Ackerman McQueen, on the other hand, violates Article V, Section 5 of the NRA’s Bylaws, as well as the NRA’s Conflict of Interest and Related-Party Transaction Policy adopted by the Board on January 9, 2016.”⁵

58. North, however, has yet to acknowledge his conflict, or duties—as directed by the NRA. Indeed, he specifically refused to take either action requested by the NRA. He informed the NRA of this in a letter sent by his counsel, dated June 12, 2019, where he dismissed as allegedly meritless the request to step down from his leadership positions at the NRA or from Ackerman.

F. [REDACTED]

59. [REDACTED]

⁵ Article V Section 5 of the NRA’s Bylaws states: “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.”

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”

I. [REDACTED]:

62. [REDACTED]

[REDACTED].

J. [REDACTED]

63. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].”

64. [REDACTED]

[REDACTED]

[REDACTED].”

65. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].”

66. [REDACTED]:

- [REDACTED];

- [REDACTED]

[REDACTED]

[REDACTED];

- [REDACTED];

- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED]
[REDACTED]
[REDACTED].”

67. [REDACTED]

[REDACTED].

K. [REDACTED].

68. [REDACTED]

[REDACTED].

69. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

70. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]”⁶

71. After North threatened to sue the NRA if it were to comply with the procedures set forth in its Bylaws, [REDACTED] so that the NRA can seek assistance from the Court.

72. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6

[REDACTED]

[REDACTED]

[REDACTED].

73. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].”

74. [REDACTED]:

- [REDACTED]

[REDACTED]

[REDACTED].”

- [REDACTED]

[REDACTED]

[REDACTED].”

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ”

75. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

76. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

77. Notably, [REDACTED]

[REDACTED]

[REDACTED]

V.

CAUSE OF ACTIONA. First Cause of Action: Declaratory Relief

78. The NRA repeats the allegations contained in the preceding paragraphs.

79. An actual and justiciable controversy exists between the NRA and North.

80. [REDACTED]

[REDACTED].

81. Until North threatened on May 18, 2020 to sue the NRA, the NRA and its various constituents had been carrying out their responsibilities under the Bylaws with regard to [REDACTED]

[REDACTED]

[REDACTED]. North does not claim otherwise.

82. However, in the face of North's threat, the NRA cannot [REDACTED]

[REDACTED].

83. The NRA contends that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

84. The NRA is a membership organization whose Bylaws set forth the rules [REDACTED]

[REDACTED]. The Bylaws

clearly state that [REDACTED]

[REDACTED]. In addition, the NRA's Bylaws

[REDACTED].

[REDACTED]

[REDACTED].

85. The NRA further contends that it will not be violating any laws if it [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

B. Second Cause of Action: Declaratory Relief

86. The NRA repeats the allegations contained in the preceding paragraphs.

87. An actual and justiciable controversy exists between the NRA and North.

88. Over a year ago, in May 2019, the NRA's Audit Committee resolved that an irreconcilable conflict exists such that North cannot both remain an employee of Ackerman and simultaneously serve as a member of the NRA's Board of Directors.

89. In May 2019, the Audit Committee also rescinded its prior approval of North's continued participation in the North Contract during his Board membership.

90. On or about May 31, 2019, North was advised by the NRA's Secretary and General Counsel that, given the absence of the Audit Committee's approval, North's continued service in both roles—as an employee of Ackerman and an NRA Board member—violates (i) the NRA's Conflict of Interest and Related Party Transaction Policy, and (ii) Section 5 of Article V of the Bylaws, which states that no Board member shall receive any compensation from the NRA in the absence of the Audit Committee's approval.

91. To date, North has refused to resign from his employment at Ackerman or from the NRA's Board.

92. The NRA seeks a declaration that North's refusal in June 2019 to resign from his employment at Ackerman McQueen in order to remedy the related party transaction was an election by him to forfeit his NRA Board membership.

VI.

DEMAND FOR RELIEF

WHEREFORE Plaintiff respectfully requests that the Court enter a judgment in favor of Plaintiff the National Rifle Association of America and against Defendant Oliver North:

1. Declaring, including pursuant to Section 3001 of the CPLR, that:

[REDACTED] does not prohibit the NRA from following the process prescribed in its Bylaws [REDACTED] including, without limitation, [REDACTED]

(ii) accordingly, the NRA shall not be deemed to violate [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];
[REDACTED]
[REDACTED]
[REDACTED]

- (iv) North's refusal in June 2019 to resign from his employment at Ackerman McQueen in order to remedy the related party transaction—the North Contract—was an election by him to forfeit his NRA Board membership; and
2. Granting Plaintiff National Rifle Association of America any and all relief that the Court deems just and proper.

Dated: June 12, 2020
New York, New York

Respectfully submitted,

s/ Svetlana M. Eisenberg

William A. Brewer III

Svetlana M. Eisenberg

**BREWER, ATTORNEYS &
COUNSELORS**

750 Lexington Avenue, 14th Floor

New York, New York 10022

Telephone: (212) 489-1400

Facsimile: (212) 751-2849

ATTORNEYS FOR PLAINTIFF