

# **Exhibit A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

**NATIONAL RIFLE ASSOCIATION OF  
AMERICA,**

**Plaintiff,**

v.

**ANDREW CUOMO, both individually and  
in his official capacity; MARIA T. VULLO,  
both individually and in her official  
capacity; and THE NEW YORK STATE  
DEPARTMENT OF FINANCIAL  
SERVICES,**

**Defendants.**

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**CIVIL CASE NO. 18-CV-00566-LEK-  
CFH**

**NATIONAL RIFLE ASSOCIATION OF AMERICA’S FIRST  
REQUESTS FOR PRODUCTION TO DEFENDANT MARIA T. VULLO**

TO: Defendant Maria T. Vullo, by and through her counsel of record, Adrienne J. Kerwin, Assistant Attorney General, New York State Attorney General’s Office, Albany Office, The Capitol Albany, New York, 12224-0341.

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff National Rifle Association of America (the “NRA”) hereby requests that Defendant Maria T. Vullo (“Vullo”) produce the following documents within thirty days of service hereof.

**I.**

**INSTRUCTIONS**

1. To the extent provided by the Federal Rules of Civil Procedure, the NRA’s Requests for Production of Documents are intended to be continuing in nature. You are requested and required to supplement your responses when appropriate or necessary to make correct and complete responses to the full extent provided by the Federal Rules of Civil Procedure, the Local Rules, and any Order of this Court.

2. To the extent that the responding party believes that any of the following requests are vague or ambiguous, the responding party is requested to notify the NRA immediately and a clarification will be provided.

3. These requests are intended to include all documents in your possession, or subject to your custody, or control, whether directly or indirectly. A document is deemed to be within your possession, custody, or control if: (1) it is within your actual possession, custody, or control; or (2) it is within the possession of any other person or entity and you have the right to obtain the document from such person or entity, and you: (a) own the document in whole or in part; (b) have a right by contract, statute, or otherwise to use, inspect, examine or copy such documents on any term; or (c) as a practical matter, have been able to use, inspect, examine or copy such document when you have sought to do so. For the avoidance of doubt, these Requests are intended to include, but are not limited to, all documents subject to your control that are stored on any computers, tablets, and cellular devices, including Blackberries, iPhones, or other smart phones.

4. Unless otherwise indicated, the use in these requests of your name or the name of any party, individual, business organization, or other legal entity, shall specifically include all of that individual's or entity's present or former employees, officers, directors, agents, representatives, members, departments, sections, affiliates, subsidiaries, parents, attorneys, and all other persons acting on his/her or its behalf.

5. These Requests seek production of responsive documents in their entirety, without abbreviation, deletion, or redaction. For the avoidance of doubt, each responsive email message should be produced with all of its respective email attachments, and each responsive email attachment should be produced with its respective parent email message and with all email attachments to that respective parent email message. To the extent that you consider an email

message and its corresponding email attachment(s) to constitute separate documents, the NRA requests the production of all documents attached to each responsive email message, as well as all e-mail messages for which a responsive document is attached and all other documents attached to said email messages. For the further avoidance of doubt, all responsive electronic documents should be produced with all their corresponding metadata. To the extent that you consider an electronic document's metadata to constitute a separate document, the NRA requests the production of all metadata that correspond to each responsive electronic document and all electronic documents that correspond to each responsive piece of metadata.

6. In the event you interpose an objection to the request or requests, you should clearly indicate to which part or portion of the request or requests the objection is directed and provide all documents to which objection is not made as if such part or portion were propounded as a separate request.

7. In the event that you seek to withhold any document, thing or information on the basis that it is properly entitled to some privilege or other limitation of discovery, you are instructed to supply counsel for the NRA with a numerical list of document(s) and thing(s) for which privilege or limitation of discovery is claimed, indicating:

- a. the name of each author, writer, sender, creator or initiator of such document or thing, if any;
- b. the name of each recipient, addressee, or party for whom such document or thing was intended, if any;
- c. the date of each such document, if any, or an estimate thereof and so indicated as an estimate if no date appears on said document;
- d. the general subject matter as described in the document; and
- e. the claimed grounds for privilege or limitation of discovery.

You are to produce the documents as they are kept in the ordinary course of business, with appropriate markings or designations, so that it may be determined to what request they are intended to be responsive.

## II.

### DEFINITIONS

1. “**Action**” shall mean the lawsuit styled *National Rifle Association of America v. Andrew Cuomo, both individually and in his official capacity; Maria T. Vullo, both individually and in her official capacity; and the New York State Department of Financial Services*, Civil File No. 18-CV-00566-LEK-CFH, pending in the United States District Court for the Northern District of New York, Albany Division.

2. “**Adverse Action**” shall mean any of the following actions by DFS: any investigation, inquiry, or issuance of a subpoena, letter request, or other request for information; the issuance or modification of any regulatory rating, assessment, or classification, to the extent that the foregoing could be construed as unfavorable or have unfavorable effects; the conduct of any examination or audit; the restriction or revocation of any assistance or favorable consideration provided or facilitated by DFS with respect to any government benefit, loan, grant, service, or contract; the imposition of any new or increased fine, penalty, tax, or other financial liability or obligation; and/or, the issuance of any communication that is intended, or reasonably likely, to stigmatize the subject person or Financial Institution or negatively impact the goodwill or business reputation of such person or Financial Institution.

3. “**All**” and “**any**” shall be construed so as to bring within the scope of the request all documents which might otherwise be construed to be outside the scope.

4. “**April 19 Press Release**” shall mean the press release issued April 19, 2018, by the Governor’s Office, entitled, Governor Cuomo Directs Department of Financial Services to Urge Companies to Weigh Reputational Risks of Business Ties to the NRA and Similar Organizations.

5. “**April 2018 Letters**” shall mean the guidance letters issued April 19, 2018, by you and DFS directed at the chief executive officers, or equivalents, of all New York State chartered or licensed financial institutions and all insurers doing business in New York.

6. “**Chubb Consent Order**” shall mean the Consent Order Under Sections 1102 and 3420 of the Insurance Law entered into between Chubb Group Holdings Inc., its subsidiary, Illinois Union Insurance Company, and DFS dated May 7, 2018, which imposes a civil monetary penalty of \$1.3 million.

7. “**Communication**” shall mean any oral, written, or recorded utterance, notation, or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, emails, text messages, conversations, facsimiles, letters, telegrams, cables, telexes, dialogues, discussions, negotiations, interviews, consultations, telephone calls, agreements, and other understandings, among two or more persons. The term “communication” includes written summaries of any of the foregoing communications.

8. “**Cuomo**” shall mean Governor of New York Andrew Cuomo, and all other persons acting or purporting to act with, for or on his behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

9. “**Defendants**” shall mean the Defendants in this action, individually and collectively, each or all of the following persons, or any combination of them acting in concert: DFS; Cuomo; Vullo.

10. “**DFS**” shall mean the New York State Department of Financial Services and all other persons—including you—acting or purporting to act with, for or on its behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

11. “**Document(s)**” has the broadest meaning permitted by the Federal Rules of Civil Procedure, including without limitation any written, recorded, graphic, or other matter, whether sent or received or made or used internally, however produced or reproduced and whatever the medium on which it was produced or reproduced (whether on paper, cards, charts, files, printouts, tapes, discs, belts, video tapes, audiotapes, tape recordings, cassettes, or other types of voice recording or transcription, computer tapes, databases, emails, pictures, photographs, slides, films, microfilms, motion pictures, or any other medium), and any other tangible item or thing of readable, recorded, or visual material of whatever nature including without limitation originals, drafts, electronic documents with included metadata, and all non-identical copies of each document (which, by reason of any variation, such as the presence or absence of handwritten notes or underlining, represents a separate document within the meaning of this term). The foregoing specifically includes information stored electronically, whether in a computer database or otherwise, regardless of whether such documents are presently in documentary form or not.

12. “**Everytown**” shall mean the organization Everytown For Gun Safety, and any person acting, or who has so acted, on its behalf, including, but not limited to, any of their agents, principals, supervisors, representatives, officers, directors, employees (current and former), independent contractors, stockholders, subsidiaries, divisions, parent corporations, assignees, predecessors, successors, consultants, attorneys and each and every person acting on their behalf

or at their direction or on whose behalf they were acting with respect to the matters referred to herein.

13. **“Financial Institution”** shall mean any: bank, or agency, branch, or representative office thereof; bank holding company; trust company; check casher; credit union; mutual company, or related charitable foundation; investment company; licensed lender; money transmitter; mortgage banker, broker, originator, or servicer; New York State Regulated Corporation; premium finance agency; safe deposit company; sales finance company; savings bank, thrift, or savings & loan association; and/or, any insurance agent, insurance underwriter, insurance broker, or other insurance-industry firm.

14. **“Gun Promotion Organization”** shall mean any: (a) organization, business entity, or publication that promotes, advocates, campaigns, organizes, lobbies, reports, or publicizes concerning any: firearms, firearm accessories, including but not limited to firearm ammunition, magazines, and gunstocks; or firearm self-defense, including but not limited to firearms liability insurance products; or pro-firearm, pro-right to bear arms or pro-Second Amendment viewpoints or beliefs; or (b) manufactures, designs, buys, sells, trades, or in any way transacts firearms, firearm accessories, including but not limited to, firearm ammunition, magazines, and gunstocks; and includes any person acting, or who has so acted, on behalf of any person of type (a) or (b), including, but not limited to, any of their agents, principals, supervisors, representatives, officers, directors, employees (current and former), independent contractors, stockholders, subsidiaries, divisions, parent corporations, assignees, predecessors, successors, consultants, attorneys and each and every person acting on their behalf or at their direction or on whose behalf they were acting with respect to the matters referred to herein.



15. “**Insurance Law**” shall mean the Insurance Laws of the New York Consolidated Laws and the articles, sections, and provisions contained therein.

16. “**Lockton Consent Order**” shall mean the Consent Order Under Articles 21, 23 and 34 of the Insurance Law entered into between Lockton Affinity, LLC, Lockton Companies, LLC, and DFS dated May 2, 2018, which imposes a civil monetary penalty of \$7 million.

17. “**NRA**” shall mean the National Rifle Association of America and any person acting, or who has so acted, on its behalf, including, but not limited to, any of their agents, representatives, officers, directors, employees (current and former), independent contractors, attorneys and each and every person acting on their behalf or at their direction or on whose behalf they were acting with respect to the matters referred to herein.

18. “**NRA Insurance Investigation**” shall mean the investigation that was referenced by the *Wall Street Journal* in its October 24, 2017, article titled *New York Regulator Probes NRA-Branded Self-Defense Insurance*, and which led to the Lockton Consent Order and the Chubb Consent Order.

19. “**Person**” and “**persons**” includes natural persons, groups of natural persons acting in a collegial capacity (e.g., a committee or counsel), firms, corporations, partnerships, associations, joint ventures, trusts, and any other incorporated or unincorporated business, governmental, public or legal entity.

20. “**Relating to**” or “**concerning**” shall mean relating to, concerning, reflecting, referring to, having a relationship to, pertaining to, identifying, containing, pertinent to, compromising, setting forth, showing, disclosing, describing, explaining, summarizing, evidencing, or constituting, directly or indirectly, in whole or in part, or to be otherwise factually, legally or logically connected to the subject matter of the particular Request.

21. “**Vullo,**” “**You,**” and “**Your**” refers to the Superintendent of the New York State Department of Financial Services, Maria T. Vullo, and all other persons acting or purporting to act with, for or on her behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

22. Whenever appropriate, the singular form of a word shall be interpreted in the plural, and vice-versa, and the words “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Requests all documents that might otherwise be construed to be outside their scope.

23. Unless otherwise specified, the time period covered by each Request is from January 1, 2017 to present.

**III.**

**DOCUMENT REQUESTS**

**REQUEST FOR PRODUCTION NO. 1:**

All documents and communications (including, without limitation, communications between or among Defendants) relating to the compliance of the Carry Guard insurance program described in the Lockton Consent Order and the Chubb Consent Order with the Insurance Law.

**REQUEST FOR PRODUCTION NO. 2:**

All documents and communications You sent to, received from, or exchanged with Lockton and/or Chubb (including, without limitation, all documents produced by the foregoing entities) relating to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 3:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any governmental agency—including, without limitation, the New York Office of the Governor and the New York Office of the Attorney General—which relate to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 4:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any non-governmental organization—including without limitation Everytown—which relate to any Gun Promotion Organization.

**REQUEST FOR PRODUCTION NO. 5:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any non-governmental organization—including without limitation Everytown—which relate to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 6:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any Defendant, on the one hand, and any Financial Institution, on the other hand, which relate to such Financial Institution's actual or potential business arrangements with any Gun Promotion Organization, including the NRA.

**REQUEST FOR PRODUCTION NO. 7:**

To the extent not encompassed by Request No. 6, documents sufficient to identify any communications responsive to Request No. 6 which occurred in unwritten form (*e.g.*, telephone calls or in-person meetings).

**REQUEST FOR PRODUCTION NO. 8:**

All documents and communications relating to any actual or potential Adverse Action by any Defendant against any Financial Institution known or suspected by any Defendant to maintain or seek business arrangements with any Gun Promotion Organization, including without limitation the NRA.

**REQUEST FOR PRODUCTION NO. 9:**

All documents and communications relating to actual or potential enforcement of the Insurance Law by any Defendant against any Financial Institution known or suspected by any Defendant to maintain or seek business arrangements with any Gun Promotion Organization.

**REQUEST FOR PRODUCTION NO. 10:**

All documents and communications relating to any Defendants' utilization of other governmental agencies to investigate any Gun Promotion Organization, including without limitation the NRA.

**REQUEST FOR PRODUCTION NO. 11:**

All documents and communications relating to Defendants' utilization of other governmental agencies to investigate any Financial Institution concerning any affinity insurance policy or program without any NRA affiliation.

**REQUEST FOR PRODUCTION NO. 12:**

All documents and communications relating to actual or potential Adverse Action by any Defendant against any Financial Institution concerning any affinity insurance policy or program without any NRA affiliation.

**REQUEST FOR PRODUCTION NO. 13:**

All documents and communications relating to actual or potential enforcement of the Insurance Law with respect to affinity insurance policies or programs by any Defendant against any Financial Institution.

**REQUEST FOR PRODUCTION NO. 17:**

All documents and communications relating to any Defendants' investigation of the NRA's promotional activities.

**REQUEST FOR PRODUCTION NO. 18:**

All documents and communications relating to any Defendants' investigation of the NRA's lobbying activities.

**REQUEST FOR PRODUCTION NO. 19:**

All documents and communications relating to the reasons You commenced or recommended the commencement of the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 20:**

All documents and communications relating to revenues generated, or expected to be generated, by the sale of any affinity insurance policy or program endorsed by the NRA.

**REQUEST FOR PRODUCTION NO. 21:**

All documents and communications relating to your determination that Lockton should pay a civil monetary penalty of \$7 million.

**REQUEST FOR PRODUCTION NO. 22:**

All documents and communications relating to your determination that Chubb should pay a civil monetary penalty of \$1.3 million.

**REQUEST FOR PRODUCTION NO. 23:**

All documents and communications related to your referral of matters concerning the NRA to any governmental agency, including without limitation to the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 24:**

All documents and communications related to your referral of matters concerning any Gun Promotion Organization to any governmental agency, including without limitation to the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 25:**

Documents and communications sufficient to identify your referral of any matter not concerning either the NRA or any Gun Promotion Organization to any governmental agency, including without limitation to the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 26:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any Defendants relating to the Action.

**REQUEST FOR PRODUCTION NO. 27:**

All documents and communications sufficient to identify all past, present, or future investigation of or enforcement action against any affinity insurance policy or program—other than the Carry Guard insurance program described in the Lockton Consent Order and the Chubb Consent Order—that any Defendant suspected or suspects of violating New York Insurance Law §§ 1102, 2116, 2117, 2118, 2122, 2324, or 3420.

Dated: November 21, 2018

Respectfully submitted,

By:           /s/ Stephanie L. Gase            
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**ATTORNEYS FOR THE NATIONAL RIFLE  
ASSOCIATION OF AMERICA**



**CERTIFICATE OF SERVICE BY MAIL**

I hereby certify under penalty of perjury that I caused a true and correct copy of National Rifle Association of America's Requests for Production of Documents to Defendant Maria T. Vullo to be served via electronic mail and overnight mail upon the following counsel in accordance with the Federal Rules of Civil Procedure and the Local Rules on this 21st day of November 2018.

Adrienne J. Kerwin  
Assistant Attorney General  
New York State Attorney General's Office  
Albany Office  
The Capitol Albany, New York  
12224-0341  
*ATTORNEY FOR NEW YORK STATE*  
*DEPARTMENT OF FINANCIAL SERVICES*

/s/ Stephanie L. Gase

Stephanie L. Gase

# **Exhibit B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

**NATIONAL RIFLE ASSOCIATION OF  
AMERICA,**

**Plaintiff,**

**v.**

**ANDREW CUOMO, both individually and  
in his official capacity; MARIA T. VULLO,  
both individually and in her official capac-  
ity; and THE NEW YORK STATE DE-  
PARTMENT OF FINANCIAL SERVICES,**

**Defendants.**

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**CIVIL CASE NO. 18-CV-00566-LEK-  
CFH**

**NATIONAL RIFLE ASSOCIATION OF AMERICA’S FIRST REQUESTS FOR  
PRODUCTION TO DEFENDANT GOVERNOR OF NEW YORK ANDREW CUOMO**

TO: Defendant Governor of New York Andrew Cuomo, by and through his counsel of record, Adrienne J. Kerwin, Assistant Attorney General, New York State Attorney General’s Office, Albany Office, The Capitol Albany, New York, 12224-0341.

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff National Rifle Association of America (the “NRA”) hereby requests that Defendant Governor of New York Andrew Cuomo (“Cuomo”) produce the following documents within thirty days of service hereof.

**I.**

**INSTRUCTIONS**

1. To the extent provided by the Federal Rules of Civil Procedure, the NRA’s Requests for Production of Documents are intended to be continuing in nature. You are requested and required to supplement your responses when appropriate or necessary to make correct and complete responses to the full extent provided by the Federal Rules of Civil Procedure, the Local Rules, and any Order of this Court.

2. To the extent that the responding party believes that any of the following requests is vague or ambiguous, the responding party is requested to notify the NRA immediately and a clarification will be provided.

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4. Unless otherwise indicated, the use in these requests of your name or the name of any party, individual, business organization, or other legal entity, shall specifically include all of that individual's or entity's present or former employees, officers, directors, agents, representatives, members, departments, sections, affiliates, subsidiaries, parents, attorneys, and all other persons acting on his/her or its behalf.

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corresponding email attachment(s) to constitute separate documents, the NRA requests the production of all documents attached to each responsive email message, as well as all e-mail messages for which a responsive document is attached and all other documents attached to said email messages. For the further avoidance of doubt, all responsive electronic documents should be produced with all their corresponding metadata. To the extent that you consider an electronic document's metadata to constitute a separate document, the NRA requests the production of all metadata that correspond to each responsive electronic document and all electronic documents that correspond to each responsive piece of metadata.

6. In the event you interpose an objection to the request or requests, you should clearly indicate to which part or portion of the request or requests the objection is directed and provide all documents to which objection is not made as if such part or portion were propounded as a separate request.

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- a. the name of each author, writer, sender, creator or initiator of such document or thing, if any;
- b. the name of each recipient, addressee, or party for whom such document or thing was intended, if any;
- c. the date of each such document, if any, or an estimate thereof and so indicated as an estimate if no date appears on said document;
- d. the general subject matter as described in the document; and
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## II.

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1. “**Action**” shall mean the lawsuit styled *National Rifle Association of America v. Andrew Cuomo, both individually and in his official capacity; Maria T. Vullo, both individually and in her official capacity; and the New York State Department of Financial Services*, Civil File No. 18-CV-00566-LEK-CFH, pending in the United States District Court for the Northern District of New York, Albany Division.

2. “**Adverse Action**” shall mean any of the following actions by DFS: any investigation, inquiry, or issuance of a subpoena, letter request, or other request for information; the issuance or modification of any regulatory rating, assessment, or classification, to the extent that the foregoing could be construed as unfavorable or have unfavorable effects; the conduct of any examination or audit; the restriction or revocation of any assistance or favorable consideration provided or facilitated by DFS with respect to any government benefit, loan, grant, service, or contract; the imposition of any new or increased fine, penalty, tax, or other financial liability or obligation; and/or, the issuance of any communication that is intended, or reasonably likely, to stigmatize the subject person or Financial Institution or negatively impact the goodwill or business reputation of such person or Financial Institution.

3. “**All**” and “**any**” shall be construed so as to bring within the scope of the request all documents which might otherwise be construed to be outside the scope.

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Urge Companies to Weigh Reputational Risks of Business Ties to the NRA and Similar Organizations.

5. “**April 2018 Letters**” shall mean the guidance letters issued April 19, 2018, by you and DFS directed at the chief executive officers, or equivalents, of all New York State chartered or licensed financial institutions and all insurers doing business in New York.

6. “**Chubb Consent Order**” shall mean the Consent Order Under Sections 1102 and 3420 of the Insurance Law entered into between Chubb Group Holdings Inc., its subsidiary, Illinois Union Insurance Company, and DFS dated May 7, 2018, which imposes a civil monetary penalty of \$1.3 million.

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8. “**Cuomo**,” “**you**,” and “**your**” shall mean Governor of New York Andrew Cuomo, and all other persons acting or purporting to act with, for or on his behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

9. “**Defendants**” shall mean the Defendants in this action, individually and collectively, each or all of the following persons, or any combination of them acting in concert: DFS; Cuomo; Vullo.

10. “**DFS**” shall mean the New York State Department of Financial Services and all other persons acting or purporting to act with, for or on its behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

11. “**Document(s)**” has the broadest meaning permitted by the Federal Rules of Civil Procedure, including without limitation any written, recorded, graphic, or other matter, whether sent or received or made or used internally, however produced or reproduced and whatever the medium on which it was produced or reproduced (whether on paper, cards, charts, files, printouts, tapes, discs, belts, video tapes, audiotapes, tape recordings, cassettes, or other types of voice recording or transcription, computer tapes, databases, emails, pictures, photographs, slides, films, microfilms, motion pictures, or any other medium), and any other tangible item or thing of readable, recorded, or visual material of whatever nature including without limitation originals, drafts, electronic documents with included metadata, and all non-identical copies of each document (which, by reason of any variation, such as the presence or absence of handwritten notes or underlining, represents a separate document within the meaning of this term). The foregoing specifically includes information stored electronically, whether in a computer database or otherwise, regardless of whether such documents are presently in documentary form or not.

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13. “**Financial Institution**” shall mean any: bank, or agency, branch, or representative office thereof; bank holding company; trust company; check casher; credit union; mutual company, or related charitable foundation; investment company; licensed lender; money transmitter; mortgage banker, broker, originator, or servicer; New York State Regulated Corporation; premium finance agency; safe deposit company; sales finance company; savings bank, thrift, or savings & loan association; and/or, any insurance agent, insurance underwriter, insurance broker, or other insurance-industry firm.

14. “**Gun Promotion Organization**” shall mean any: (a) organization, business entity, or publication that promotes, advocates, campaigns, organizes, lobbies, reports, or publicizes concerning any: firearms, firearm accessories, including but not limited to firearm ammunition, magazines, and gunstocks; or firearm self-defense, including but not limited to firearms liability insurance products; or pro-firearm, pro-right to bear arms or pro-Second Amendment viewpoints or beliefs; or (b) manufactures, designs, buys, sells, trades, or in any way transacts firearms, firearm accessories, including but not limited to, firearm ammunition, magazines, and gunstocks; and includes any person acting, or who has so acted, on behalf of any person of type (a) or (b), including, but not limited to, any of their agents, principals, supervisors, representatives, officers, directors, employees (current and former), independent contractors, stockholders, subsidiaries, divisions, parent corporations, assignees, predecessors, successors, consultants, attorneys and each and every person acting on their behalf or at their direction or on whose behalf they were acting with respect to the matters referred to herein.

15. “**Insurance Law**” shall mean the Insurance Laws of the New York Consolidated Laws and the articles, sections, and provisions contained therein.

16. “**Lockton Consent Order**” shall mean the Consent Order Under Articles 21, 23 and 34 of the Insurance Law entered into between Lockton Affinity, LLC, Lockton Companies, LLC, and DFS dated May 2, 2018, which imposes a civil monetary penalty of \$7 million.

17. “**NRA**” shall mean the National Rifle Association of America and any person acting, or who has so acted, on its behalf, including, but not limited to, any of their agents, representatives, officers, directors, employees (current and former), independent contractors, attorneys and each and every person acting on their behalf or at their direction or on whose behalf they were acting with respect to the matters referred to herein.

18. “**NRA Insurance Investigation**” shall mean the investigation that was referenced by the *Wall Street Journal* in its October 24, 2017, article titled *New York Regulator Probes NRA-Branded Self-Defense Insurance*, and which led to the Lockton Consent Order and the Chubb Consent Order.

19. “**Person**” and “**persons**” includes natural persons, groups of natural persons acting in a collegial capacity (e.g., a committee or counsel), firms, corporations, partnerships, associations, joint ventures, trusts, and any other incorporated or unincorporated business, governmental, public or legal entity.

20. “**Relating to**” or “**concerning**” shall mean relating to, concerning, reflecting, referring to, having a relationship to, pertaining to, identifying, containing, pertinent to, compromising, setting forth, showing, disclosing, describing, explaining, summarizing, evidencing, or constituting, directly or indirectly, in whole or in part, or to be otherwise factually, legally or logically connected to the subject matter of the particular Request.

21. “**Vullo**” refers to the Superintendent of the New York State Department of Financial Services, Maria T. Vullo, and all other persons acting or purporting to act with, for or on her

behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

22. Whenever appropriate, the singular form of a word shall be interpreted in the plural, and vice-versa, and the words “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Requests all documents that might otherwise be construed to be outside their scope.

23. Unless otherwise specified, the time period covered by each Request is from January 1, 2017 to present.

### III.

#### **DOCUMENT REQUESTS**

##### **REQUEST FOR PRODUCTION NO. 1:**

All documents and communications (including, without limitation, communications between or among Defendants) relating to the compliance of the Carry Guard insurance program described in the Lockton Consent Order and the Chubb Consent Order with the Insurance Law.

##### **REQUEST FOR PRODUCTION NO. 2:**

All documents and communications You sent to, received from, or exchanged with Lockton and/or Chubb (including, without limitation, all documents produced by the foregoing entities) relating to the NRA Insurance Investigation.

##### **REQUEST FOR PRODUCTION NO. 3:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any governmental agency—including, without limitation, the New York Office of the Governor and the New York Office of the Attorney General—which relate to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 4:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any non-governmental organization—including without limitation Everytown—which relate to any Gun Promotion Organization.

**REQUEST FOR PRODUCTION NO. 5:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any non-governmental organization—including without limitation Everytown—which relate to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 6:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any Defendant, on the one hand, and any Financial Institution, on the other hand, which relate to such Financial Institution's actual or potential business arrangements with any Gun Promotion Organization, including the NRA.

**REQUEST FOR PRODUCTION NO. 7:**

To the extent not encompassed by Request No. 6, documents sufficient to identify any communications responsive to Request No. 6 which occurred in unwritten form (*e.g.*, telephone calls or in-person meetings).

**REQUEST FOR PRODUCTION NO. 8:**

All documents and communications relating to any actual or potential Adverse Action by any Defendant against any Financial Institution known or suspected by any Defendant to maintain or seek business arrangements with any Gun Promotion Organization, including without limitation the NRA.

**REQUEST FOR PRODUCTION NO. 9:**

All documents and communications relating to actual or potential enforcement of the Insurance Law by any Defendant against any Financial Institution known or suspected by any Defendant to maintain or seek business arrangements with any Gun Promotion Organization.

**REQUEST FOR PRODUCTION NO. 10:**

All documents and communications relating to any Defendants' utilization of other governmental agencies to investigate any Gun Promotion Organization.

**REQUEST FOR PRODUCTION NO. 11:**

All documents and communications relating to any Defendants' utilization of other governmental agencies to investigate the NRA.

**REQUEST FOR PRODUCTION NO. 12:**

All documents and communications relating to Defendants' utilization of other governmental agencies to investigate any Financial Institution concerning any affinity insurance policy or program without any NRA affiliation.

**REQUEST FOR PRODUCTION NO. 13:**

All documents and communications relating to actual or potential Adverse Action by any Defendant against any Financial Institution concerning any affinity insurance policy or program without any NRA affiliation.

**REQUEST FOR PRODUCTION NO. 14:**

All documents and communications sufficient to identify all past, present, or future investigation of or enforcement action against any affinity insurance policy or program—other than the Carry Guard insurance program described in the Lockton Consent Order and the Chubb

Consent Order—that any Defendant suspected or suspects of violating Insurance Law §§ 1102, 2116, 2117, 2118, 2122, 2324, or 3420.

**REQUEST FOR PRODUCTION NO. 15:**

All documents and communications relating to actual or potential enforcement of the Insurance Law with respect to affinity insurance policies or programs by any Defendant against any Financial Institution.

**REQUEST FOR PRODUCTION NO. 19:**

All documents and communications relating to any Defendants' investigation of the NRA's promotional activities.

**REQUEST FOR PRODUCTION NO. 20:**

All documents and communications relating to any Defendants' investigation of the NRA's lobbying activities.

**REQUEST FOR PRODUCTION NO. 21:**

All documents and communications relating to the reasons You commenced or recommended the commencement of the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 22:**

All documents and communications relating to revenues generated by the sale of any affinity insurance policy or program endorsed by the NRA.

**REQUEST FOR PRODUCTION NO. 23:**

All documents and communications, including but not limited to reports, analyses, and financial projections, relating to revenues expected to be generated by the sale of any affinity insurance policy or program endorsed by the NRA.

**REQUEST FOR PRODUCTION NO. 23:**

All documents and communications related to your referral of matters concerning the NRA to any governmental agency, including without limitation to the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 24:**

All documents and communications related to your referral of matters concerning any Gun Promotion Organization to any governmental agency, including without limitation to the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 25:**

Documents and communications sufficient to identify your referral of any matter not concerning either the NRA or any Gun Promotion Organization to any governmental agency, including without limitation to the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 26:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any Defendants relating to the Action.

**REQUEST FOR PRODUCTION NO. 25:**

All documents and communications relating to the April 2018 Letters.

**REQUEST FOR PRODUCTION NO. 26:**

All documents and communications relating to the April 19 Press Release including, without limitation:

- a) All documents and communications relating to the concern that Financial Institutions might “send[] the wrong message” by doing business with the NRA;

- b) Any research, analyses, models, or estimates developed or compiled by Defendants to substantiate the expectation that the April 2018 Letters would “encourage strong markets”;
- c) Documents sufficient to identify the risk(s) from which Defendants, by their issuance of the April 2018 Letters, seek to “protect consumers”; and
- d) Any communications received by Defendants from Financial Institutions seeking guidance or clarification regarding the April 19 Press Release, or concerning the potential impact of the April 19 Press Release upon the business practices of such Financial Institutions.

**REQUEST FOR PRODUCTION NO. 27:**

All documents and communications relating to the NRA Insurance Investigation, the Lockton Consent Order, or the Chubb Consent Order.



Dated: November 21, 2018

Respectfully submitted,

By:                   /s/ Stephanie L. Gase                    
William A. Brewer III (Bar No. 700217)  
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**ATTORNEYS FOR THE NATIONAL RIFLE  
ASSOCIATION OF AMERICA**

**CERTIFICATE OF SERVICE BY MAIL**

I hereby certify under penalty of perjury that I caused a true and correct copy of National Rifle Association of America's Requests for Production of Documents to Defendant Governor of New York Andrew Cuomo to be served via electronic mail and overnight mail upon the following counsel in accordance with the Federal Rules of Civil Procedure and the Local Rules on this 21st day of November 2018.

Adrienne J. Kerwin  
Assistant Attorney General  
New York State Attorney General's Office  
Albany Office  
The Capitol Albany, New York  
12224-0341  
*ATTORNEY FOR GOVERNOR OF  
NEW YORK ANDREW CUOMO*

/s/ Stephanie L. Gase  
Stephanie L. Gase

# **Exhibit C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

**NATIONAL RIFLE ASSOCIATION OF AMERICA,**  
  
**Plaintiff,**  
  
**v.**  
  
**ANDREW CUOMO, both individually and in his official capacity; MARIA T. VULLO, both individually and in her official capacity; and THE NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES,**  
  
**Defendants.**

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**CIVIL CASE NO. 18-CV-00566-LEK-CFH**

**NATIONAL RIFLE ASSOCIATION OF AMERICA’S  
FIRST REQUESTS FOR PRODUCTION TO DEFENDANT  
NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES**

**TO:** Defendant New York State Department of Financial Services, by and through its counsel of record, Adrienne J. Kerwin, Assistant Attorney General, New York State Attorney General’s Office, Albany Office, The Capitol Albany, New York, 12224-0341.

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff National Rifle Association of America (the “NRA”) hereby requests that Defendant New York State Department of Financial Services (“DFS”) produce the following documents within thirty days of service hereof.

**I.**

**INSTRUCTIONS**

1. To the extent provided by the Federal Rules of Civil Procedure, the NRA’s Requests for Production of Documents are intended to be continuing in nature. You are requested and required to supplement your responses when appropriate or necessary to make correct and

complete responses to the full extent provided by the Federal Rules of Civil Procedure, the Local Rules, and any Order of this Court.

2. To the extent that the responding party believes that any of the following requests are vague or ambiguous, the responding party is requested to notify the NRA immediately and a clarification will be provided.

3. These requests are intended to include all documents in your possession, or subject to your custody, or control, whether directly or indirectly. A document is deemed to be within your possession, custody, or control if: (1) it is within your actual possession, custody, or control; or (2) it is within the possession of any other person or entity and you have the right to obtain the document from such person or entity, and you: (a) own the document in whole or in part; (b) have a right by contract, statute, or otherwise to use, inspect, examine or copy such documents on any term; or (c) as a practical matter, have been able to use, inspect, examine or copy such document when you have sought to do so. For the avoidance of doubt, these requests are intended to include, but are not limited to, all documents subject to your control that are stored on any computers, tablets, and cellular devices, including Blackberries, iPhones, or other smart phones.

4. Unless otherwise indicated, the use in these Requests of your name or the name of any party, individual, business organization, or other legal entity, shall specifically include all of that individual's or entity's present or former employees, officers, directors, agents, representatives, members, departments, sections, affiliates, subsidiaries, parents, attorneys, and all other persons acting on his/her or its behalf.

5. These Requests seek production of responsive documents in their entirety, without abbreviation, deletion, or redaction. For the avoidance of doubt, each responsive email message should be produced with all of its respective email attachments, and each responsive email

attachment should be produced with its respective parent email message and with all email attachments to that respective parent email message. To the extent that you consider an email message and its corresponding email attachment(s) to constitute separate documents, the NRA requests the production of all documents attached to each responsive email message, as well as all e-mail messages for which a responsive document is attached and all other documents attached to said email messages. For the further avoidance of doubt, all responsive electronic documents should be produced with all their corresponding metadata. To the extent that you consider an electronic document's metadata to constitute a separate document, the NRA requests the production of all metadata that correspond to each responsive electronic document and all electronic documents that correspond to each responsive piece of metadata.

6. In the event you interpose an objection to the request or requests, you should clearly indicate to which part or portion of the request or requests the objection is directed and provide all documents to which objection is not made as if such part or portion were propounded as a separate request.

7. In the event that you seek to withhold any document, thing or information on the basis that it is properly entitled to some privilege or other limitation of discovery, you are instructed to supply counsel for the NRA with a numerical list of document(s) and thing(s) for which privilege or limitation of discovery is claimed, indicating:

- a. the name of each author, writer, sender, creator or initiator of such document or thing, if any;
- b. the name of each recipient, addressee, or party for whom such document or thing was intended, if any;
- c. the date of each such document, if any, or an estimate thereof and so indicated as an estimate if no date appears on said document;

- d. the general subject matter as described in the document; and
- e. the claimed grounds for privilege or limitation of discovery.

You are to produce the documents as they are kept in the ordinary course of business, with appropriate markings or designations, so that it may be determined to what request they are intended to be responsive.

## II.

### DEFINITIONS

1. “**Action**” shall mean the lawsuit styled *National Rifle Association of America v. Andrew Cuomo, both individually and in his official capacity; Maria T. Vullo, both individually and in her official capacity; and the New York State Department of Financial Services*, Civil File No. 18-CV-00566-LEK-CFH, pending in the United States District Court for the Northern District of New York, Albany Division.

2. “**Adverse Action**” shall mean any of the following actions by DFS: any investigation, inquiry, or issuance of a subpoena, letter request, or other request for information; the issuance or modification of any regulatory rating, assessment, or classification, to the extent that the foregoing could be construed as unfavorable or have unfavorable effects; the conduct of any examination or audit; the restriction or revocation of any assistance or favorable consideration provided or facilitated by DFS with respect to any government benefit, loan, grant, service, or contract; the imposition of any new or increased fine, penalty, tax, or other financial liability or obligation; and/or, the issuance of any communication that is intended, or reasonably likely, to stigmatize the subject person or Financial Institution or negatively impact the goodwill or business reputation of such person or Financial Institution.

3. “**All**” and “**any**” shall be construed so as to bring within the scope of the request all documents which might otherwise be construed to be outside the scope.

4. “**April 19 Press Release**” shall mean the press release issued April 19, 2018, by the Governor’s Office, entitled, Governor Cuomo Directs Department of Financial Services to Urge Companies to Weigh Reputational Risks of Business Ties to the NRA and Similar Organizations.

5. “**April 2018 Letters**” shall mean the guidance letters issued April 19, 2018, by you and DFS directed at the chief executive officers, or equivalents, of all New York State chartered or licensed financial institutions and all insurers doing business in New York.

6. “**Chubb Consent Order**” shall mean the Consent Order Under Sections 1102 and 3420 of the Insurance Law entered into between Chubb Group Holdings Inc., its subsidiary, Illinois Union Insurance Company, and DFS dated May 7, 2018, which imposes a civil monetary penalty of \$1.3 million.

7. “**Communication**” shall mean any oral, written, or recorded utterance, notation, or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, emails, text messages, conversations, facsimiles, letters, telegrams, cables, telexes, dialogues, discussions, negotiations, interviews, consultations, telephone calls, agreements, and other understandings, among two or more persons. The term “communication” includes written summaries of any of the foregoing communications.

8. “**Cuomo**” shall mean Governor of New York Andrew Cuomo, and all other persons acting or purporting to act with, for or on his behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.



9. “**Defendants**” shall mean the Defendants in this action, individually and collectively, each or all of the following persons, or any combination of them acting in concert: DFS; Cuomo; Vullo.

10. “**DFS,**” “**you,**” and “**your**” shall mean the New York State Department of Financial Services and all other persons acting or purporting to act with, for or on its behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

11. “**Document(s)**” has the broadest meaning permitted by the Federal Rules of Civil Procedure, including without limitation any written, recorded, graphic, or other matter, whether sent or received or made or used internally, however produced or reproduced and whatever the medium on which it was produced or reproduced (whether on paper, cards, charts, files, printouts, tapes, discs, belts, video tapes, audiotapes, tape recordings, cassettes, or other types of voice recording or transcription, computer tapes, databases, emails, pictures, photographs, slides, films, microfilms, motion pictures, or any other medium), and any other tangible item or thing of readable, recorded, or visual material of whatever nature including without limitation originals, drafts, electronic documents with included metadata, and all non-identical copies of each document (which, by reason of any variation, such as the presence or absence of handwritten notes or underlining, represents a separate document within the meaning of this term). The foregoing specifically includes information stored electronically, whether in a computer database or otherwise, regardless of whether such documents are presently in documentary form or not.

12. “**Everytown**” shall mean the organization Everytown For Gun Safety, and any person acting, or who has so acted, on its behalf, including, but not limited to, any of their agents, principals, supervisors, representatives, officers, directors, employees (current and former),

independent contractors, stockholders, subsidiaries, divisions, parent corporations, assignees, predecessors, successors, consultants, attorneys and each and every person acting on their behalf or at their direction or on whose behalf they were acting with respect to the matters referred to herein.

13. “**Financial Institution**” shall mean any: bank, or agency, branch, or representative office thereof; bank holding company; trust company; check casher; credit union; mutual company, or related charitable foundation; investment company; licensed lender; money transmitter; mortgage banker, broker, originator, or servicer; New York State Regulated Corporation; premium finance agency; safe deposit company; sales finance company; savings bank, thrift, or savings & loan association; and/or, any insurance agent, insurance underwriter, insurance broker, or other insurance-industry firm.

14. “**Gun Promotion Organization**” shall mean any: (a) organization, business entity, or publication that promotes, advocates, campaigns, organizes, lobbies, reports, or publicizes concerning any: firearms, firearm accessories, including but not limited to firearm ammunition, magazines, and gunstocks; or firearm self-defense, including but not limited to firearms liability insurance products; or pro-firearm, pro-right to bear arms or pro-Second Amendment viewpoints or beliefs; or (b) manufactures, designs, buys, sells, trades, or in any way transacts firearms, firearm accessories, including but not limited to, firearm ammunition, magazines, and gunstocks; and includes any person acting, or who has so acted, on behalf of any person of type (a) or (b), including, but not limited to, any of their agents, principals, supervisors, representatives, officers, directors, employees (current and former), independent contractors, stockholders, subsidiaries, divisions, parent corporations, assignees, predecessors, successors, consultants, attorneys and each

and every person acting on their behalf or at their direction or on whose behalf they were acting with respect to the matters referred to herein.

15. “**Insurance Law**” shall mean the Insurance Laws of the New York Consolidated Laws and the articles, sections, and provisions contained therein.

16. “**Lockton Consent Order**” shall mean the Consent Order Under Articles 21, 23 and 34 of the Insurance Law entered into between Lockton Affinity, LLC, Lockton Companies, LLC, and DFS dated May 2, 2018, which imposes a civil monetary penalty of \$7 million.

17. “**NRA**” shall mean the National Rifle Association of America and any person acting, or who has so acted, on its behalf, including, but not limited to, any of their agents, representatives, officers, directors, employees (current and former), independent contractors, attorneys and each and every person acting on their behalf or at their direction or on whose behalf they were acting with respect to the matters referred to herein.

18. “**NRA Insurance Investigation**” shall mean the investigation that was referenced by the *Wall Street Journal* in its October 24, 2017, article titled *New York Regulator Probes NRA-Branded Self-Defense Insurance*, and which led to the Lockton Consent Order and the Chubb Consent Order.

19. “**Person**” and “**persons**” includes natural persons, groups of natural persons acting in a collegial capacity (e.g., a committee or counsel), firms, corporations, partnerships, associations, joint ventures, trusts, and any other incorporated or unincorporated business, governmental, public or legal entity.

20. “**Relating to**” or “**concerning**” shall mean relating to, concerning, reflecting, referring to, having a relationship to, pertaining to, identifying, containing, pertinent to, compromising, setting forth, showing, disclosing, describing, explaining, summarizing,

evidencing, or constituting, directly or indirectly, in whole or in part, or to be otherwise factually, legally or logically connected to the subject matter of the particular Request.

21. “**Vullo**” refers to the Superintendent of the New York State Department of Financial Services, Maria T. Vullo, and all other persons acting or purporting to act with, for or on her behalf, including but not limited to consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity.

22. Whenever appropriate, the singular form of a word shall be interpreted in the plural, and vice-versa, and the words “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Requests all documents that might otherwise be construed to be outside their scope.

23. Unless otherwise specified, the time period covered by each Request is from January 1, 2017 to present.

**III.**

**DOCUMENT REQUESTS**

**REQUEST FOR PRODUCTION NO. 1:**

All documents and communications (including, without limitation, communications between or among Defendants) relating to the compliance of the Carry Guard insurance program described in the Lockton Consent Order and the Chubb Consent Order with the Insurance Law.

**REQUEST FOR PRODUCTION NO. 2:**

All documents and communications You sent to, received from, or exchanged with Lockton and/or Chubb (including, without limitation, all documents produced by the foregoing entities) relating to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 3:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any governmental agency—including, without limitation, the New York Office of the Governor and the New York Office of the Attorney General—which relate to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 4:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any non-governmental organization—including without limitation Everytown—which relate to any Gun Promotion Organization.

**REQUEST FOR PRODUCTION NO. 5:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any non-governmental organization—including without limitation Everytown—which relate to the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 6:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any Defendant, on the one hand, and any Financial Institution, on the other hand, which relate to such Financial Institution's actual or potential business arrangements with any Gun Promotion Organization, including the NRA.

**REQUEST FOR PRODUCTION NO. 7:**

To the extent not encompassed by Request No. 6, documents sufficient to identify any communications responsive to Request No. 6 which occurred in unwritten form (*e.g.*, telephone calls or in-person meetings).

**REQUEST FOR PRODUCTION NO. 8:**

All documents and communications relating to any actual or potential Adverse Action by any Defendant against any Financial Institution known or suspected by any Defendant to maintain or seek business arrangements with any Gun Promotion Organization, including without limitation the NRA.

**REQUEST FOR PRODUCTION NO. 9:**

All documents and communications relating to actual or potential enforcement of the Insurance Law by any Defendant against any Financial Institution known or suspected by any Defendant to maintain or seek business arrangements with any Gun Promotion Organization, including without limitation the NRA.

**REQUEST FOR PRODUCTION NO. 10:**

All documents and communications relating to any Defendants' utilization of other governmental agencies to investigate any Gun Promotion Organization, including without limitation the NRA.

**REQUEST FOR PRODUCTION NO. 11:**

All documents and communications relating to any Defendants' utilization of other governmental agencies to investigate the NRA.

**REQUEST FOR PRODUCTION NO. 12:**

All documents and communications relating to Defendants' utilization of other governmental agencies to investigate any Financial Institution concerning any affinity insurance policy or program without any NRA affiliation.

**REQUEST FOR PRODUCTION NO. 13:**

All documents and communications relating to actual or potential Adverse Action by any Defendant against any Financial Institution concerning any affinity insurance policy or program without any NRA affiliation.

**REQUEST FOR PRODUCTION NO. 14:**

All documents and communications relating to actual or potential enforcement of the Insurance Law with respect to affinity insurance policies or programs by any Defendant against any Financial Institution.

**REQUEST FOR PRODUCTION NO. 18:**

All documents and communications relating to any Defendants' investigation of the NRA's promotional activities.

**REQUEST FOR PRODUCTION NO. 19:**

All documents and communications relating to any Defendants' investigation of the NRA's lobbying activities.

**REQUEST FOR PRODUCTION NO. 20:**

All documents and communications relating to the reasons You commenced or recommended the commencement of the NRA Insurance Investigation.

**REQUEST FOR PRODUCTION NO. 21:**

All documents and communications relating to revenues generated, or expected to be generated, by the sale of any affinity insurance policy or program endorsed by the NRA.

**REQUEST FOR PRODUCTION NO. 22:**

All documents and communications relating to your determination that Lockton should pay a civil monetary penalty of \$7 million.

**REQUEST FOR PRODUCTION NO. 23:**

All documents and communications relating to your determination that Chubb should pay a civil monetary penalty of \$1.3 million.

**REQUEST FOR PRODUCTION NO. 24:**

All documents and communications related to your referral of matters concerning the NRA to any governmental agency, including without limitation the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 24:**

All documents and communications related to your referral of matters concerning any Gun Promotion Organization to any governmental agency, including without limitation to the New York Office of the Attorney General.



**REQUEST FOR PRODUCTION NO. 25:**

Documents and communications sufficient to identify your referral of any matter not concerning either the NRA or any Gun Promotion Organization to any governmental agency, including without limitation to the New York Office of the Attorney General.

**REQUEST FOR PRODUCTION NO. 26:**

All documents and communications You sent to, received from, or exchanged with, or prepared for the purpose of dissemination to any Defendants relating to the Action.

**REQUEST FOR PRODUCTION NO. 28:**

All documents and communications sufficient to identify all past, present, or future investigation of or enforcement action against any affinity insurance policy or program—other than the Carry Guard insurance program described in the Lockton Consent Order and the Chubb Consent Order—that any Defendant suspected or suspects of violating New York Insurance Law §§ 1102, 2116, 2117, 2118, 2122, 2324, or 3420.

**REQUEST FOR PRODUCTION NO. 29:**

All documents and communications relating to the April 2018 Letters including, without limitation:

- a) Any research, analyses, models, or estimates developed or compiled by DFS regarding “reputational risks[] that may arise from [] dealings with the NRA or similar gun promotion organizations,” and the impact of such risks upon the solvency, safety, or soundness of New York financial institutions;
- b) Documents sufficient to identify the “gun promotion organizations” referenced in the April 2018 Letters; and

- c) Any communications received by Defendants from Financial Institutions seeking guidance or clarification regarding the April 2018 Letters, or concerning the potential impact of the April 2018 Letters upon the business practices of such Financial Institutions.

**REQUEST FOR PRODUCTION NO. 30:**

All documents and communications relating to the April 19 Press Release including, without limitation:

- a) All documents and communications relating to the concern that Financial Institutions might “send[] the wrong message” by doing business with the NRA;
- b) Any research, analyses, models, or estimates developed or compiled by Defendants to substantiate the expectation that the April 2018 Letters would “encourage strong markets”;
- c) Documents sufficient to identify the risk(s) from which Defendants, by their issuance of the April 2018 Letters, seek to “protect consumers”; and
- d) Any communications received by Defendants from Financial Institutions seeking guidance or clarification regarding the April 19 Press Release, or concerning the potential impact of the April 19 Press Release upon the business practices of such Financial Institutions.

**REQUEST FOR PRODUCTION NO. 31:**

All documents and communications relating to any of the following provisions of the Lockton Consent Order or the Chubb Consent Order: (a) Lockton Consent Order paragraphs 42 and 43; (b) Chubb Consent Order paragraphs 21 and 22.

Dated: November 21, 2018

Respectfully submitted,

By:           /s/ Stephanie L. Gase            
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**ATTORNEYS FOR THE NATIONAL RIFLE  
ASSOCIATION OF AMERICA**

**CERTIFICATE OF SERVICE BY MAIL**

I hereby certify under penalty of perjury that I caused a true and correct copy of National Rifle Association of America's Requests for Production of Documents to Defendant the New York State Department of Financial Services to be served via electronic mail and overnight mail upon the following counsel in accordance with the Federal Rules of Civil Procedure and the Local Rules on this 21st day of November, 2018.

Adrienne J. Kerwin  
Assistant Attorney General  
New York State Attorney General's Office  
Albany Office  
The Capitol Albany, New York  
12224-0341  
*ATTORNEY FOR NEW YORK STATE*  
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*/s/ Stephanie L. Gase*  
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