

Exhibit 3

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

PEOPLE OF THE STATE OF NEW YORK,
BY LETITIA JAMES, ATTORNEY GENERAL
OF THE STATE OF NEW YORK.

Plaintiff,

v.

THE NATIONAL RIFLE ASSOCIATION
OF AMERICA, INC., WAYNE LAPIERRE,
WILSON PHILLIPS, JOHN FRAZER, and
JOSHUA POWELL.

Defendants.

Index No. 451625/2020

IAS Part 3

Hon. Joel M. Cohen

AFFIDAVIT OF WAYNE LAPIERRE

WAYNE LAPIERRE, being duly sworn, deposes and says:

1. I am the Executive Vice President and Chief Executive Officer of the National Rifle Association of America (the “NRA”).

2. I have personal knowledge of the matters stated herein.

3. During the course of 2019, I was named as a co-defendant by two litigants who sued the NRA: a putative class of donors in Dell’Aquila v. LaPierre et al., Civ. Case No. 3:19-cv-00679 (M.D. Tn.) (the “Dell’Aquila Litigation”), and the NRA’s former public relations agency, Ackerman McQueen, which filed counterclaims in Nat’l Rifle Ass’n of Am. v. Ackerman McQueen, Inc., et al., Civ. Case No. 3-19-cv02074-G (N.D. Tex.) (the “Ackerman Litigation”).

In sum and substance, these litigants accused the NRA of misconduct and alleged that I directed that misconduct as CEO.

4. At the time these lawsuits arose, the NRA was already represented by Brewer, Attorneys and Counselors (“BAC”) on overlapping, related matters. The NRA retained BAC in early 2018, after one of our directors advised me of a warning from Eric Schneiderman, then the Attorney General of the State of New York, that his office faced political pressure to take action against the NRA in advance of the 2020 election. In other words, the NRA retained BAC to prepare to defend the exact case that has now materialized. BAC was already familiar with the issues raised in the Dell’Aquila Litigation and Ackerman Litigation, and was a natural choice to represent the NRA in those matters as well.

5. I also asked BAC to represent me individually in both the Ackerman Litigation and Dell’Aquila Litigation. My understanding is that it is not unusual for a company’s counsel to also represent individual executives named as co-defendants in litigation. I was confident working with BAC, and relying on them was more efficient than retaining separate counsel. I had conversations with BAC partners regarding the risk that my interests would eventually diverge from, or conflict with, those of the NRA, and what would happen if that occurred. It was mutually and clearly understood that, in the event that a colorable conflict arose between my interests and those of the NRA, BAC would terminate its representation of me and continue to represent the NRA. Indeed, this was my desire as CEO: my paramount concern has always been that BAC remain as counsel to the NRA, especially in connection with any disputes involving the New York State Office of the Attorney General.

6. On November 7, 2019, I executed an engagement letter formalizing BAC’s representation of me in the Ackerman Litigation. The engagement letter contained the following language, which I had the opportunity to discuss with other counsel:

The Firm is representing the National Rifle Association of America (the “NRA”) in connection with the Matter. At this time, the Firm believes that no conflict of

interest exists between the NRA and you. However, in the event that a conflict of interest arises in the future between the NRA, on the one hand, and you, on the other, the Firm shall continue to represent the NRA and, therefore, will terminate the attorney-client relationship and its engagement with you in the Matter. By entering into this Agreement, you acknowledge and agree that in such circumstances you will need to obtain separate counsel to represent you in connection with the Matter and that under no circumstances will you move to disqualify the Firm in connection with the Matter or any other matter based on the fact that the Firm represented you in connection with the Matter, including based on the fact that the Firm has seen or had access to your confidential information. You acknowledge that such consent and waiver is voluntary, has been carefully considered and that you been advised to consult with separate counsel in connection with this waiver and consent.

7. Also on November 7, 2019, I executed an engagement letter in the Dell'Aquila Litigation containing the same language.

8. During June 2020, as the Attorney General investigated the NRA in advance of this lawsuit, it sought my testimony. BAC was representing the NRA in connection with that investigation, and I again requested that BAC represent me individually in connection with my testimony. Once again, I discussed potential conflicts with partners at BAC; a BAC partner, Sarah Rogers, represented me when I testified. I again agreed that if the Attorney General brought claims giving rise to a potential conflict between the NRA's interests and my own, BAC could terminate its representation of me and continue to represent the NRA.

9. On August 6, 2020, the Attorney General announced this lawsuit. I retained separate counsel, P. Kent Correll, to represent me in this lawsuit, and terminated my attorney-client relationship with BAC. Mr. Correll has replaced BAC as my counsel in the Ackerman Litigation. I am no longer represented by any counsel in the Dell'Aquila Litigation, where claims against me were dismissed on September 30, 2020.

10. I have recused myself from selecting or supervising the NRA's counsel, or directing the NRA's litigation strategy, in this lawsuit. Instead, those functions reside with a special litigation committee (the "Special Litigation Committee") of the NRA Board of Directors.

11. I have discussed the matters described in this affidavit with multiple counsel, and believe that I understand the implications of BAC's continued representation of the NRA. I consent fully to BAC's continued representation of the NRA, and reiterate that I do not seek to disqualify BAC in this matter or any related matter. I understand that there may be claims and defenses available to the NRA in this matter, or related matters, which situate the NRA adversely to me individually. It is my hope that BAC will do whatever is in the best interest of the NRA, as determined by the Special Litigation Committee.

Wayne L. Pierre
Wayne LaPierre

Sworn and subscribed to before me
this 19 day of November, 2020.

Lisa L. Supernaugh
Notary Public

My commission expires June 30, 2021

