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September 21, 2021

BY NYSCEF

Hon. Joel M. Cohen
Justice of the Supreme Court of the State of New York
Commercial Division, New York County
60 Centre Street
New York, NY 10007

Re: *People v. NRA et al.*, Index No. 451625/2020

Dear Justice Cohen:

I write on behalf of the plaintiff, the People of the State of New York by the Attorney General (“OAG”) to submit this letter in advance of the discovery conference scheduled for September 23rd, to flag for the Court numerous disclosure issues that the OAG and the National Rifle Association (“NRA”) have been unable to resolve. The OAG seeks to avoid having to move to compel the NRA and necessary non-parties to produce documents under CPLR 3124.

The OAG has had numerous meet and confers and emails with the NRA over the past three months, culminating in a final effort to confer in good faith on Friday, September 17, 2021, with the OAG waiting until yesterday to receive the NRA’s responses to outstanding discovery issues. While the parties have been able to resolve some issues, substantial disputes remain open. We have similarly conferred with non-parties subpoenaed by the OAG and, as discussed below, the delays in production by the non-parties are largely attributable to the NRA, which is obstructing their production of documents responsive to OAG subpoenas. We would like to discuss these issues, and the protective order, at Thursday’s conference. If necessary, we will proceed through the procedures outlined in Rule 14 of the Commercial Division Rules and move to compel, but time did not permit compliance with that procedure and we wanted the Court to be aware of the disputes in time for the NRA to respond, should it choose to do so, in advance of the scheduled conference.

The NRA’s failure to comply with the OAG’s document requests

The most serious issues with the NRA’s discovery compliance are set forth below.

1. The NRA’s failure to produce documents in response to the OAG’s document requests

To date the NRA has produced a *total* of thirty-seven (37) documents in response to OAG document demands that were served three months ago, prejudicing the OAG in its ability to prepare

for upcoming depositions. The NRA has cited the lack of a protective order as an excuse for its failure to produce, but has been unable to even confirm where it is in the process of substantially completing its collection and review of responsive documents. The NRA has not even been able to confirm that it has engaged in a search and review of ESI materials.

The OAG served its first set of document requests on the NRA on June 25, 2021, returnable on July 15, 2021 (attached as Exhibit (“Ex.”) A, and hereinafter the “Document Requests”). The NRA served its responses and objections to the document requests on July 15, 2021, but did not produce any documents at that time and did not specify when any responsive documents would be produced. The parties met and conferred numerous times in the following weeks to discuss and negotiate the scope of the Document Requests, with the OAG demanding immediate production of responsive materials, as memorialized in an August 4, 2021 letter (Exhibit (“Ex.”) B). The NRA made its meagre production but did not respond to the OAG’s follow-up demands until September 14, 2021 (Ex. C), at which time the NRA still did not supply a timeline for anticipated production. The NRA has offered no reasonable explanation for its conduct.

In a final attempt to resolve the NRA’s failure to produce, the OAG requested a final meet and confer that was held on Friday, September 17th. The NRA was still unable to even estimate the volume of documents gathered in response to the Document Requests or state what volume of documents are being withheld as confidential. Similarly, NRA counsel was unable to provide any information about what, if any, searches of electronically stored information had been done using search terms proposed by both the NRA and the OAG in August 2021. Despite months of efforts, the OAG has been unable to obtain more than 37 documents from the NRA.¹ We ask for the Court’s assistance and, if necessary, will undertake the procedures to move for the same.

2. The NRA’s unreasonableness with respect to documents produced during bankruptcy

Additionally, the NRA has refused the OAG’s repeated requests that documents produced by the NRA during the NRA’s dismissed bankruptcy proceedings in Dallas, Texas—which were called for in the Document Requests—be deemed produced for purposes of this action. The NRA has objected on the grounds that some unspecified documents produced during the bankruptcy may be irrelevant to this action, and that it will undertake a review of the bankruptcy documents to identify any such documents. But in the intervening weeks since taking this position, the NRA has done nothing. During the parties’ September 17th meet and confer, NRA counsel was not able to say whether such review had begun, and was also not able to identify any examples of allegedly irrelevant documents. The OAG is, for the time being, treating such documents as confidential and

¹ During the September 17th meet and confer, as an interim effort to obtain documents, the OAG agreed to treat designated documents as confidential pending entry of a protective order. At the same time, the NRA indicated that the OAG would be receiving approximately one hundred additional non-confidential documents by Monday, September 20, 2021. The NRA has not been able or willing to state whether this production would represent all of remaining non-confidential responsive documents. It later indicated that it would make a larger production upon an agreement that all documents be treated as confidential and the NRA’s statement that once designated as confidential, it would not revisit the designations. As of the writing of this letter, the OAG has not yet received any additional documents or any plan, schedule or description of what documents or categories of documents the NRA intends to produce or when it plans to substantially complete its production.

intends to use them at upcoming depositions.²

The NRA's interference in the production of documents by non-party Christopher Cox

In addition to its delinquency with respect to the production of its own documents, the NRA has also interfered in the production of documents from non-party witness Christopher Cox. The NRA's interference in this instance is an example of how it is using purported confidentiality and privilege objections to unduly delay third party productions. The OAG served Mr. Cox with a subpoena for the production of documents related to an arbitration between Mr. Cox and the NRA on August 17, 2021, and provided the subpoena to the parties in this action on the same date. Counsel for Mr. Cox separately informed the NRA of the subpoena on August 20, 2021, and asked whether the NRA intended to move to quash the subpoena (Ex. D). By letter on September 5, 2021, the day before the Cox Subpoena was returnable, the NRA demanded that Mr. Cox "provide the NRA with any document production anticipated to be made in response to the [Subpoena] for review by the NRA prior to such production" (Ex. E).

The NRA alleges that it is entitled to preview and withhold documents because (1) the relevant arbitration rules and its private agreement with Mr. Cox protect the documents from discovery and (2) Mr. Cox may have documents protected by a privilege belonging to the NRA in his possession. While the NRA's letter also suggests that the NRA is entitled to review Mr. Cox's documents for relevance, the NRA has failed to state whether or not it intends to do so when asked.

First, the arbitration rules cited by the NRA permit disclosure where required by law. Furthermore, "[e]videntiary material at an arbitration proceeding is not immune from disclosure." *Kamyr, Inc. v. Combustion Eng'g, Inc.*, 554 N.Y.S.2d 619, 620 (1st Dep't 1990). And, as has already been litigated by the NRA and the OAG during the OAG's investigation, the NRA cannot immunize documents from disclosure by private agreement. *People v. Ackerman McQueen*, No. 451825/2019, 2020 WL 1878107, at *6 (Sup. Ct. N.Y. Cnty. Feb. 21, 2020). Additionally, at no time has the NRA provided any reason to believe that documents sought by the Cox Subpoena may be privileged or explained why review by Mr. Cox's counsel is inadequate to protect the NRA's interests. Wholesale review of Mr. Cox's documents by the NRA would be inappropriate and unnecessarily delay production when, if necessary targeted searches for potentially privileged documents would suffice.³ Accordingly the NRA's interference in third party subpoena compliance is unjustified.

Sincerely,

/s/ Monica Connell
Assistant Attorney General

² The NRA identified two categories of documents as potentially irrelevant—documents related to the NRA's fundraising and documents produced from Susan LaPierre's personal email account. *See* Ex. E. Both categories are relevant because the NRA has relied on Mr. and Ms. LaPierre's fundraising activities as justifying exorbitant expenses incurred by the NRA on their behalf. Nevertheless, the OAG invited the NRA to identify documents it wished to claw back. The NRA has failed to do so despite multiple attempts to resolve this issue.

³ The NRA has similarly impeded the production of documents from non-party Aronson LLC, the NRA's independent auditor. Aronson has not substantially complied with the subpoena. Yesterday, Aronson informed the OAG that the NRA was not finished with its review of Aronson documents prior to their production and that it could not state whether the NRA was also performing its own relevancy review, i.e., withholding documents in such a manner that they would not appear on a privilege log. We have no estimate of when this process will end.

EXHIBIT A

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

**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT NATIONAL RIFLE ASSOCIATION OF AMERICA**

PLEASE TAKE NOTICE that pursuant to Article 31 of the New York Civil Practice Law and Rules, Plaintiff People of the State of New York, by Letitia James, Attorney General of the State of New York, hereby makes this First Request of Defendant National Rifle Association of America for Production of the Documents described herein, in accordance with the Definitions and Instructions set forth below, by July 15, 2021, at the Office of the Attorney General of the State of New York ("OAG"), 28 Liberty Street, New York, New York 10005.

A. Instructions

1. Please produce the Documents described in Section C of this schedule, in the accordance with the Instructions (Section A), Definitions (Section B) and format (Section D) described below.
2. Time Frame. Except as otherwise noted, this subpoena applies to all Documents in effect, created, recorded, compiled, transmitted or received from **January 1, 2015, through the present** (the "Relevant Period").
3. Continuing Obligation. The obligation to produce Documents pursuant to this

subpoena is a continuing one. Responsive Documents located any time after a response is due or submitted shall be promptly produced at the place and in the manner specified herein.

4. No Documents Responsive to Requests. If there are no Documents responsive to any particular request, You shall so state in writing, identifying the paragraph number(s) of the request concerned.

5. Documents Already Produced. To the extent that You have previously produced Documents responsive to any request during the Investigation or in the Bankruptcy Action (see definition below), it is not necessary to re-produce those documents provided the NRA identifies the Bates numbers of the responsive Documents, the request to which the Documents are responsive and any applicable privilege logs relating to such productions. If any such previously produced responsive Documents were designated as “confidential” in a separate proceeding, that designation will not be applicable in this action. If the NRA contends in good faith that a previously produced Document meets the criteria for confidential treatment under the terms of any applicable confidentiality agreement or order in this action, the NRA shall identify those documents by bates number(s) and re-produce those documents with new confidentiality designations and new unique Bates numbers.

6. Documents No Longer in Your Possession. If any Document requested was formerly in Your possession, custody or control but is no longer available or no longer exists, submit a statement in writing and under oath that: (i) describes in detail the nature of the Document and its contents; (ii) identifies the Person who prepared the Document; (iii) identifies all Persons who have seen or had possession of the Document; (iv) specifies the dates on which the Document was prepared, transmitted or received; (v) specifies the date on which the Document became unavailable; (vi) specifies the reason why the Document is unavailable, including whether it has been misplaced, lost, destroyed or transferred, and, if it has been destroyed or transferred, specifies the conditions of and reasons for such destruction or transfer and the Persons who requested and performed the destruction or transfer; and (vii) identifies all Persons with knowledge of any portion of the contents of the Document.

7. Privilege Placeholders. For each Document (or portion of a Document) withheld on ground of privilege or other legal doctrine, You shall insert one or more placeholder page(s) in the production bearing the same document control number(s) borne by the Document withheld, in the sequential place(s) originally occupied by the Document before it was removed from the production. You shall also submit with the production a statement in writing and under oath (e.g., a privilege log) that provides, for each Document withheld: (i) a description of the nature of the Document and its contents; (ii) the date of the Document; (iii) the Document’s authors and recipients; and (iv) the legal ground for withholding it from production. If the legal ground is attorney-client privilege, please also indicate the names of the attorneys involved in the Document and the nature of their involvement (e.g., as authors). Such statement (or log) shall accompany each production. Further, for each Document withheld pursuant to this paragraph, the relevant production shall include placeholder pages equivalent in number to the page-length of the withheld Document.

8. Scope of Possession, Custody, and Control. Documents in the possession of Brewer (as defined in Section B), Aronson (as defined in Section B) or other agent, contractor, consultant or representative of the NRA are considered Documents in Your possession, and must

be produced if responsive to the requests, or otherwise logged as privileged.

9. Format for Production: Unless otherwise specified and agreed to by the Office of the Attorney General, responsive Documents shall be produced in their original format, whether hard copy or electronic.

B. General Definitions and Rules of Construction

1. “All” shall mean “each and every.”

2. “Any” shall mean “any and all.”

3. “And” and “or” shall be construed disjunctively or conjunctively, as necessary to bring within the scope of a request all responses and Documents that might otherwise be deemed outside of its scope.

4. “Communication” means any conversation, discussion, letter, email, memorandum, meeting, note, email, text message, social media post, or other transmittal of information or message, whether transmitted in writing, orally, electronically or by any other means, and shall include any Document that abstracts, digests, transcribes, describes, discusses, records or reflects any of the foregoing.

5. “Concerning” or “relating to” means, directly or indirectly, in whole or in part, reflecting, relating to, referring to, referencing, describing, memorializing, reporting, evidencing, or constituting.

6. “Custodian” means any Person or Entity that maintained, possessed, or otherwise kept or controlled the Document.

7. “Document” is used in these requests in the broadest sense of the term and shall mean all records and other tangible media of expression of any nature, including: originals, drafts or finished versions; annotated or nonconforming or other copies, however created, produced or stored (manually, mechanically, electronically or otherwise); electronic mail (“email”), instant messages, text messages, Blackberry or other wireless device messages; voicemail; calendars, date books, appointment books, and diaries; books, papers, files, notes, temporary files, permanent files, desk files, correspondence, memoranda, reports, records, journals, summaries, registers, account statements, analyses, plans, manuals, policies, telegrams, faxes, wires, telephone logs, telephone messages, message slips; minutes, notes, records or transcriptions of conversations, Communications, or meetings; video and audio tape recordings; disks and other electronic media; microfilm, microfiche; electronic data or information stored on thumb drives, cloud storage, servers, and any other electronic platform or device ; press releases; contracts, agreements; notices and confirmations. Any non-identical version of a Document constitutes a separate Document within this definition, including without limitation drafts or copies bearing any notation, edit, comment, marginalia, underscoring, highlighting, marking, or any other alteration of any kind resulting in a difference between two or more otherwise identical Documents. Documents existing in electronic form shall include all items that may have been

removed from the email accounts, directories or other locations in which they are ordinarily stored to any other servers, folders, files, archives, or backup devices, whether or not deleted.

8. “Entity” means, without limitation, any corporation, company, limited liability company or corporation, partnership, association, or other firm or similar body, or any unit, division, agency, department, or similar subdivision thereof.

9. “Identify” or “identity” as applied to

- a. *a natural Person* means and includes the provision in writing of the Person’s name, title, any aliases, place of employment, telephone number, email address, mailing address, physical address, and if applicable, employment history;
- b. *an Entity* means the provision in writing of the Entity’s legal name, any d/b/a, former, or other names, any parent, subsidiary, officers, employees, or agents thereof; and any addresses and any telephone numbers thereof;
- c. *an account with a financial institution* means the provision in writing of the institution’s name, its address, the names of the account holders, the account number, the account type, the signatories on the account, and the individuals authorized to use a credit, debit, or ATM card relating to the account;
- d. *a financial transaction* means the provision in writing of the type of transaction (e.g., donation, grant, withdrawal, deposit, or disbursement), the amount, date, payor, grantor, donor or other party disbursing the funds, the payee, grantee, donee or other party receiving the funds, the reason for the transaction, and any applicable terms or restrictions; (v) an agreement shall mean to provide the terms of the agreement and any amendments; and
- e. *a Document*, means the provision in writing of information sufficiently particular to enable Plaintiff to request the Document’s production through document requests or otherwise, including but not limited to (a) the document control number or Bates number, if applicable, (b) document type (letter, memorandum, etc.); (c) the document subject matter; (d) the document date; and (e) the document’s author(s), addressee(s) and recipient(s). In lieu of identifying a document, Plaintiff will accept production of the Document, together with a designation of the Document’s custodian, and identification of each You belief to have received a copy of the Document.

10. “Person” shall mean any natural person or Entity.

11. The singular form of any word used in these requests shall include the plural and vice versa. The use of any tense of any verb includes all other tenses of the verb.

12. Any word used but not defined herein shall be construed consistently with its common meaning.

Particular Definitions

1. “Ackerman McQueen” or “AMc” shall mean Ackerman McQueen, Inc., together with (i) Mercury Group, (ii) any of the directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on behalf of Ackerman McQueen or Mercury Group, (iii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, “d/b/a” names, and affiliates of Ackerman McQueen or Mercury Group, and (iv) any entities that, directly or indirectly, control, are controlled by, or are under common control with Ackerman McQueen or Mercury Group, including by possessing, directly or indirectly, the power to direct or cause the direction of Ackerman McQueen’s or Mercury Group’s management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

2. “Action” means the civil enforcement action that the Attorney General filed in New York County Supreme Court on August 6, 2020, captioned People v. The National Rifle Association of America, Inc., et al., Index No. 451625/2020.

3. “Aronson” shall mean Aronson LLC, together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, “d/b/a” names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with Aronson LLC, including by possessing, directly or indirectly, the power to direct or cause the direction of Aronson LLC management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

4. “Associated TV” means Associated Entertainment Releasing DBA Associated Television International together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on its behalf and (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, “d/b/a” names, and affiliates.

5. “Attorney General,” “Plaintiff,” or “OAG” means the New York State Office of the Attorney General.

6. “Bankruptcy” or “Bankruptcy Action” means the consolidated bankruptcy cases commenced in the United States Bankruptcy Court for the Northern District of Texas entitled *In Re National Rifle Association of America and Sea Girt LLC*, Jointly Administered, Case No. 21-30085-hdh11.

7. “Board” means the Board of Directors of the NRA and any Committee or individual member thereof.

8. “Brewer” shall mean Brewer, Counselors and Attorneys, together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries,

divisions, assigns, “d/b/a” names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with Brewer, Counselors and Attorneys, including by possessing, directly or indirectly, the power to direct or cause the direction of Brewer, Counselors and Attorneys management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

9. “Complaint” means the complaint filed by the Attorney General in this Action. See NYSCEF 1, 11.

10. “Counterclaims” means the counterclaims filed by the NRA in this Action. *See* NYSCEF 230.

11. “Excess Benefit Transaction” shall have the same meaning as defined by the IRS including in Section 4958 of the Internal Revenue Code and such policy statements and guidelines as the IRS may publish.

12. “Investigation” means the OAG’s investigation of the NRA, commencing with the OAG’s document preservation notice sent to the NRA on April 26, 2019.

13. “IRS” means Internal Revenue Service, together with any of its divisions, officials, employees, and other Persons acting on its behalf.

14. “Key Person” shall have the same meaning as that term is defined in Not-for-Profit Corporation Law (“N-PCL”) § 102(25).

15. “McKenzies” means David McKenzie (also known as David Stanton), Laura McKenzie (also known as Laura Stanton), and/or Elizabeth McKenzie (also known as Elizabeth Stanton).

16. “McKenzie Entities” means Associated TV, Membership Marketing Partners, Member Marketing Partners, Concord Social and Public Relations, LLC, Allegiance Creative Group, Inc., Fairview Group, Inc., and/or any other Entity controlled in whole or in part by the McKenzies.

17. “NRA” means the National Rifle Association of America, Inc., together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, “d/b/a” names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with NRA, including by possessing, directly or indirectly, the power to direct or cause the direction of NRA’s management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

18. “NRA Affiliated Entities” means each of the NRA’s affiliated and related entities, including, but not limited to, The NRA Foundation, Inc., the NRA Civil Rights Defense Fund, the NRA Freedom Action Foundation, the Women’s Leadership Forum, Sea Girt LLC, and the

NRA Special Contribution Fund dba the NRA Whittington Center, together with (i) any of their directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on their behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, “d/b/a” names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with the NRA, including by possessing, directly or indirectly, the power to direct or cause the direction of the NRA’s management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

19. “RSM” means RSM US LLP, together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, “d/b/a” names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with RSM US LLP, including by possessing, directly or indirectly, the power to direct or cause the direction of RSM US LLP management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

20. “You” or “Your” means the NRA.

C. Documents to be Produced

1. All documents not already produced by the NRA during the Investigation that were responsive to the Attorney General’s June 3, 2019 and December 2, 2019 subpoenas (attached hereto as, respectively, Exhibits 1 and 2), as well as responsive information covering the Relevant Period.

2. All Documents supporting or refuting the allegations in the Complaint.

3. All transcripts, recordings, and stenographic notes of Board Meetings, including both executive and open sessions of meetings of the whole Board, the Executive, Audit, Finance, Legal Affairs, Special Litigation, Officers Compensation, Special Committee on Operations, Nominating, and Public Affairs committees of the Board.

4. All Documents relating to the actions or meetings of the Executive, Audit, Finance, Legal Affairs, Special Litigation, Officers Compensation, Special Committee on Operations, Nominating, Ethics, and Public Affairs committees of the Board, including any minutes or Documents provided to, reviewed by, or prepared in connection with any meeting of or action by any of these committees (*e.g.* Board books, financial statements, budgets, memoranda). This request includes Documents relating to meetings and actions taken while in executive session.

5. All recordings or transcripts of public statements—including statements on social-media platforms—made by You or on Your behalf relating to this Action, the allegations in the Complaint, or the Bankruptcy.

6. Documents sufficient to identify all social media usernames or identification used

by You or others formally or informally authorized to communicate on Your behalf.

7. All Documents and Communications relating to the termination of Craig Spray, including any determination to terminate or suspend Mr. Spray's employment as NRA Treasurer and Chief Financial Officer (CFO), and any agreements relating to post-employment compensation to be paid by You or other Persons, and any payments made to or for the benefit of Mr. Spray from January 1, 2020, to the present.

8. All Documents and Communications relating to the search for a replacement for Craig Spray as CFO or Treasurer, including any consideration of potential replacements by the Board, the decision to appoint Sonya Rowling as CFO and Treasurer, any employment agreements with Ms. Rowling and the terms or her retention.

9. All documents produced by the NRA in the Bankruptcy and/or identified on the NRA's exhibit list in the Bankruptcy.

10. All documents reflecting the costs to the NRA associated with the commencement and prosecution of the Bankruptcy, including but not limited to attorneys' fees; fees paid to any Person or Entity to serve as a chief restructuring officer; fees and costs associated with hiring a real estate professional; costs associated with public relations in connection with the Bankruptcy; attorney and expert fees paid on behalf of any other parties in interest in the Bankruptcy, including but not limited to the Unsecured Creditors Committee and any Board members who sought relief against the NRA; and costs associated with emergency Board meetings relating to the Bankruptcy.

11. All Communications between You and NRA directors, officers, Key Persons, or members regarding the filing, prosecution or outcome of the Bankruptcy.

12. All joint defense or common interest agreements relating to this Action, the Investigation, or the Bankruptcy.

13. All Documents and Communications relating to or relied upon in the preparation of the NRA's IRS Forms 990 for the Relevant Period, as well as any drafts of the IRS Form 990 for 2020, including, but not limited to, any Communications between Your Board, Key Persons, and/or officers relating to any errors, corrections, misstatements or omissions in or modifications to the NRA's IRS Forms 990.

14. All Documents used, reviewed, relied on, consulted, considered, or referenced, in whole or in part, by the NRA in preparing, drafting, or finalizing, in whole or in part, the IRS Forms 990.

15. All Documents and Communications concerning services AMc provided to the NRA, including, without limitation, (a) expenses AMc paid on Your behalf through an 'Out of Pocket' or 'Pass-through' expense process; (b) AMc's retention of or compensation to NRA executives, officers, directors or employees; (c) work performed by AMc in connection with

NRA Board elections, advertisements and promotional materials for Board elections, and with the NRA Members' Councils of California; (d) WBB Investments and a potential real-estate acquisition in Dallas, Texas, (d) services provided to Youth For Tomorrow; and (e) services provided to, or at the request of Susan LaPierre. This request includes Documents relating to budgets developed by the NRA or AMc regarding AMc's work for the NRA; oversight, monitoring, review or auditing by the NRA or Forensic Risk Alliance of work AMc performed or expenses AMc paid on the NRA's behalf.

16. All Documents relating to audits, reviews, or investigations concerning any governance, managerial or financial problems within the NRA including, without limitation:

- a. complaints related to NRA employees, Board members, or Key Persons including but not limited to Joshua Powell, Christopher Cox, Wayne LaPierre, David Lehman, Wilson Phillips, and Mildred Hallow;
- b. any authorization, receipt, or retention of improper payments or benefits for any Person or Entity from funds held or controlled by the NRA, including, without limitation, excess benefits disclosed in Your IRS Form 990 for 2019, and any investigation, analysis, review, audit or other action taken concerning the same; and
- c. whistleblower complaints.

17. All Documents concerning payments for, including, without limitation, compensation, corporate credit card charges, expense reimbursements, travel expenses, bonuses, incentive compensation and/or benefits of any kind, made directly or indirectly, to any of Your current or former directors, executives, officers or Key Persons, including, without limitation, Wayne LaPierre, Woody Phillips, John Frazer, Joshua Powell, Christopher Cox, Tyler Schropp, Mildred Hallow, Joseph DeBergalis, Craig Spray, Eric Frohardt, David Lehman, Christopher DeWitt, Douglas Hamlin, Todd Grable, John Perren, James Staples, Mary Adkins, Tony Hayes, Jason Ouimet, Jeffrey Poole, Andrew Arulanandam, Vanessa Shahidi, and any payments to any such Person's family member. This request includes payments of memberships dues or fees. Individual paystubs are not required to be produced but documents relating to yearly salary and bonuses as well as other payments referenced should be produced.

18. To the extent not responsive to other requests herein, all Documents, including any Communications, relating to Your corporate credit-card accounts, including without limitation:

- a. monthly statements from the credit-card issuer;
- b. Documents relating to the allocation and reconciliation of credit-card charges and the processing of approvals and payment;
- c. Documents relating to the creation, implementation, revision, administration, and enforcement of Your credit-card policies or protocols;

- d. Documents sufficient to identify all current and former NRA officers, executives, board members, Key Persons, employees, and other Persons who were authorized credit-card users at any point during the Relevant Period, and the individual(s) responsible for authorizing, monitoring, and controlling the use of those cards;
- e. Documents relating to Your review of credit-card activity;
- f. Documents sufficient to identify any instances when the Board was notified of, approved, or reviewed the issuance or use of credit cards by NRA officers, employees, board members, Key Persons, or volunteers; and
- g. Documents relating to the use of Your corporate credit-card accounts.

19. All Documents summarizing or reporting on Your financial condition and projected financial condition during the Relevant Period, including, but not limited to:

- a. reports, summaries and evaluations of Your assets, liabilities, revenues (including member dues and contributions), expenses, cash flows, business operations, fundraising results, cash receipts and disbursements, potential liability and costs of pending or anticipated litigation, financial forecasts, and any assessments or audits thereof;
- b. the NRA's financial ledgers or other Documents relating to the financial accounts or instruments held in the name or for the benefit of the NRA, and Documents reflecting, summarizing, recording, or analyzing the transactions associated with such financial accounts or instruments, including bank statements, accounting ledgers, trial balances, journals, financial statements, and related work papers;
- c. charts or indices of accounts (and where applicable, sub-accounts) reflecting or describing the accounts in Your general or accounting ledgers;
- d. Documents sufficient to identify all financial accounts controlled in whole or in part by the NRA during the Relevant Period, including documents identifying the name of the financial institution, account number, account custodians, and the names of any NRA employees with authority or control over the use of the accounts;
- e. Documents describing or summarizing the purpose of financial accounts controlled in whole or in part by the NRA during the Relevant Period; and
- f. Documents relating to information reviewed, relied upon, consulted, considered, given by or to, or generated by the Board concerning Your financial status.

20. All Documents—including contracts, agreements, invoices, arrangements,

payments and any Communications—relating to (1) any Person paid in excess of \$10,000 per year under the Executive, Public Relations, or Office of Advancement accounts, or under *any* sponsorship or consultant account (regardless of department) during the Relevant Period, and (2) any services provided in connection with those payments.

21. All Documents concerning payments, including, without limitation, compensation, expense reimbursements, bonuses or benefits to or on behalf of any of Your executives, officers, directors, Key Persons, or consultants, by a third party, including, without limitation, AMc, Lockton Affinity, Brewer, the McKenzie Entities, and all Persons that transacted business with the NRA during the Relevant Period.

22. All Documents concerning the NRA's alleged compliance reform or improvement efforts since 2017.

23. All Communications with and Documents given to, received from, or copied to any outside accountant, financial expert, or independent auditor, including, without limitation, Your external auditor, Aronson.

24. All Communications that You have had with any Person concerning the Investigation or the allegations in the Complaint, or your responses or defenses thereto. As examples, but without limitation, this request includes: all correspondence (including email), cover letters, subpoenas, witness statements, declarations, affidavits, memoranda, summaries, or notes, and any drafts and versions of the foregoing, sent to, or received from, any witness or potential witness.

25. All Documents relating to any claim by the IRS that You owe any allegedly outstanding taxes or penalties.

26. To the extent not responsive to other requests herein, all Documents relating to non-compliance or alleged non-compliance with the NRA's policies and procedures including conflict of interest, related party transactions, contract approval, officer compensation, and expense reimbursement policies and procedures.

27. All Documents, including any Communications, relating to proposed revisions or amendments and versions of NRA policies, procedures and bylaws from 2017 to the present including but not limited to:

- a. each employee, management, or Board handbook or manual in use at any time during the Relevant Period;
- b. financial policies, procedures, manuals or the equivalent concerning internal controls, accounts payable, and/or expense reimbursements, and all Documents relating to the implementation and revision of such policies;

- c. whistleblower policies and all Documents concerning implementation thereof, including any whistleblower communications, complaints, and/or reports and summaries to the Board or any committee thereof;
- d. all policies and procedures relating to committee assignments for members of the Board;
- e. document retention policies;
- f. all Documents, relating to the NRA's "Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000," including any Documents related to purchase agreements and contracts in excess of \$100,000 for which NRA procedures were not followed; and
- g. policies, procedures, manuals or the equivalent concerning internal controls, accounts payable, and/or expense reimbursements, and all Documents relating to the implementation and revision of such policies.

28. All Documents relating to the election of Board members and the assignment of committees for Board members, including, without limitation, all Documents (including Communications) relating to the:

- a. direct or indirect involvement of Wayne LaPierre or any employee he directly supervises, including without limitation, Mildred Hallow, in the nomination and election process and Communications regarding the same;
- b. direct or indirect involvement of Wayne LaPierre or any employee he directly supervises, including without limitation, Mildred Hallow, in the committee assignment process and Communications regarding the same;
- c. creation and placement of advertisements for Board elections, including without limitation Documents relating to the Committee for Strong Leadership; and
- d. operation of the Nominating Committee. This request includes without limitation Communications between or among the Offices of the Executive Vice President, President, Vice Presidents, and/or members of the Nominating Committee.

29. All Documents, including any Communications, regardless of time period relating to the volunteer and election-related activities of the NRA Members' Councils of California, H. Paul Payne, Dezerae Payne, David Halbrook, and Edward Worley, including, but not limited to:

- a. all Communications concerning NRA elections, between or among Mr. Payne, Mr. Worley, Mr. Halbrook and/or any of Your current or former officers, employees, Board members, volunteers, vendors, or Key Persons;

- b. all Documents concerning, without limitation, the hiring, changes in job status (e.g., promotions, demotions, terminations, or changes in title or responsibility), compensation, expense reimbursements, bonuses, incentive compensation or benefits of any kind, made directly or indirectly, to Mr. Payne, Mr. Halbrook, or Mr. Worley;
- c. Documents sufficient to identify Mr. Payne's role and responsibilities at the NRA;
- d. all Documents, including any Communications, concerning expenditures or NRA-sponsored events relating to the NRA Members' Councils of California or the annual election of Board members including but not limited to payment of expenses including meals, hotels, tickets and entertainment expenses for members, volunteers and representatives of the NRA Members' Councils of California; and
- e. all Documents relating to marketing or promotional materials disseminated by or prepared on behalf of or for the benefit of the NRA in connection with candidates for the annual election of Board members.

30. All Documents relating to directors elected at the Annual Meeting of Members pursuant to Article XIII, § 4 of the NRA's Bylaws during the Relevant Period.

31. All non-privileged Documents concerning the process for and any review, audit, examination or approval of billing statements by and payments to Brewer, including any payments to and from the Brewer trust account or other account to be maintained on behalf of the NRA by Brewer.

32. All Documents relating to Communications to and/or from the Executive Committee of the NRA, the Special Litigation Committee, Wayne LaPierre, John Frazer, Craig Spray, NRA officers or directors or Brewer concerning the amount of money being paid to Brewer, or the impact of the costs and/or payments for Brewer services on the NRA.

33. All Documents being or demonstrating compliance by the NRA Board of Directors or any committee thereof, with the obligations set forth in N-PCL 715 concerning conflict of interest and related party transactions at any time between 2014 to the present, including, without limitation: (a) all Documents and information presented to the Directors in connection with actual or potential related party transactions or conflicts of interest; (b) all Documents reflecting the information considered by the Directors in connection with actual or potential related party transactions or conflicts of interest; (c) all Documents showing the vote of each director in reviewing any related party transaction of conflict of interest under N-PCL 715; and (d) all Documents showing the abstention or recusal of any director in reviewing any actual or potential related party transaction or conflict of interest under N-PCL 715.

34. All Documents relating to any Persons paid from the budget allocated to the Office of the Executive Vice President at any point during the Relevant Period. This request includes, but is not limited to, the Persons listed in Schedule B.

35. All Documents concerning the decision to hire or use the services of Colleen Sterner, including as an employee of or consultant to any NRA vendor, without limitation as to date, including, but not limited to, any Documents reflecting any consideration of potential conflicts of interest posed thereby.

36. All Documents relating to Your business dealings with Under Wild Skies or Tony Makris.

37. All Documents relating to the impact or value of current and former NRA executives' names, images, and likenesses (including without limitation Wayne LaPierre and Oliver North) on NRA membership drives, retention, renewals, promotions, donations, contributions, or overall fundraising efforts.

38. All Documents, including any Communications, relating to the McKenzies and the McKenzie Entities including without limitation:

- a. Documents sufficient to identify the McKenzie Entities that have had business dealings with the NRA or NRA Affiliated Entities from 1997 to the present;
- b. Documents sufficient to identify the nature and cost of services the McKenzie Entities have provided to or at the request of the NRA from 2010 to the present, including without limitation services provided in connection to NRATV; Carry Guard; the Office of the Executive Vice President; the NRA's Office of Advancement; the NRA's General Operations and Membership Divisions; and strategic planning;
- c. all Documents relating to contracts or agreements (whether written or oral) between You and the McKenzie Entities from 2010 to the present;
- d. Documents sufficient to identify the NRA employees who authorized, negotiated, and/or supervised (in whole or in part) contracts or agreements (whether written or oral) between You and the McKenzie Entities from 2010 to the present;
- e. all Documents relating to Your business dealings with the McKenzie Entities from 2010 to the present, including invoices and any summaries, ledgers, or analysis of financial transactions (including pass-through expenses). This request does not seek production of Documents reflecting individual transactions of *de minimis* amounts;

- f. all Documents relating to services outside of or not described in a written contract that the McKenzie Entities provided to or at the request of the NRA, including but not limited to any such services requested by Wayne LaPierre, Susan LaPierre, Wilson Phillips, Joshua Powell, and/or any current or former Board members;
- g. all Documents evaluating, assessing, or otherwise relating to the impact or value of the McKenzie Entities' services on NRA membership and fundraising;
- h. all Documents, including any Communications, from 1997 to the present relating to concerns about Your business dealings with the McKenzie Entities, including concerns about the cost, scope, and/or value of services provided; and
- i. all Documents relating to services that Associated TV provided to or at the request of the NRA, including, but not limited to, promotions and the production, distribution, and/or syndication of media content—including, but not limited to, Crime Strike, television shows, documentaries, infomercials, holiday parades, celebrity events, TV and internet spots, and any services related to scripted or unscripted town halls, debates, or similar events—and copies of all such content.

39. All Documents relating to Brad O'Leary from January 1, 2010, to the present, including without limitation:

- a. Documents relating to services provided to You or monetary transactions involving any entity controlled in whole or in part by Brad O'Leary; and
- b. all Documents relating to PM Consulting, PM Direct Marketing Inc., PM Membership Advisors, PM Membership Marketing Partners LLC, and Grassroots Behavioral Systems.

40. All Documents relating to any evaluation of the performance of current or former NRA officers by the Board, the Executive Committee, the Officers Compensation Committee or any other committee of the Board, including, without limitation, all Documents prepared by executive compensation consultants hired by the Board or any committee thereof.

41. All Documents concerning indemnification for legal fees and costs including but not limited to payments by You or on behalf of any Board member, officer, or Key Person, either directly or indirectly through a third party, for the purpose of indemnifying them for legal expenses, including all documents relating to any consideration or decision to indemnify or deny indemnification. This request includes, but is not limited to, all Documents concerning indemnification of Wayne LaPierre's, Wilson Phillips', Marion Hammer's and Christopher Cox's legal expenses.

42. All Documents, including any Communications, concerning Lt. Colonel Oliver North's appointment as NRA President and Your business dealings with Freedom Alliance. This request includes, without limitation, any Documents related to North's exit from Fox News, role at AMc, and payments made (directly or indirectly) by the NRA in connection to Freedom Alliance cruises or events.

43. All Documents, including any Communications, relating to the financial performance of the Office of Advancement (including the Women's Leadership Forum) and any metrics comparing fundraising-related expenses with fundraising-related revenue including, but not limited to:

- a. all Documents concerning the Office of Advancement's effectiveness, including without limitation any audits, reports, investigations, evaluations, or budgets. This request includes any metrics comparing Advancement-related expenses with Advancement-related revenue;
- b. all Documents concerning any Advancement-related fundraising goals and the tracking thereof;
- c. all Documents reflecting an evaluation of Wayne LaPierre's fundraising effectiveness, and expenses associated with his fundraising activities, including but not limited to documents reflecting or evidencing monies raised by LaPierre;
- d. all Documents relating to the performance of Tyler Schropp, Wayne Sheets, Susan LaPierre, or Key Persons in the Office of Advancement, including any evaluations, reviews, or investigations;
- e. all documents reflecting donations, gifts, grants or other transfers of money from any NRA Affiliated Entity to the WLF;
- f. all Documents relating to any fundraising, financial, or relationship management analytics, modeling, or analysis provided by Raiser's Edge or any comparable fundraising or donor management software or services utilized by the NRA; and
- g. all Documents concerning the determination of whether and how funds raised should be allocated to the NRA or any NRA Affiliated Entity.

44. All Documents relating to any internal or external compliance testing performed on behalf of or for the benefit of the NRA. This request includes Documents relating to the results of any compliance reviews, quality control analyses, surveillance, and/or forensic or transactional tests performed on behalf of or for the benefit of the NRA.

45. All Documents relating to actions taken by the NRA as a result of any internal or external compliance testing. This request includes Documents relating to any findings, both

positive and negative, of such testing and any information about corrective or remedial actions taken regarding those findings, such as warnings to or disciplinary action of NRA employees, changes in policies and procedures, or other measures.

46. Documents sufficient to identify the (1) purpose and amount of Your payments made directly or indirectly to the Washington Redskins, the Washington Times, Youth For Tomorrow, HomeTelos, Mark Dycio, TMA Direct, Braun Smith, Speedway Motor Sports, LLC, DI Marketing, Veritas Management, SMISC Holdings, Inc., Windsor & Park Group, LLC, (2) the services rendered in connection to those payments, and (3) the NRA employees who negotiated and authorized those payments.

47. Documents sufficient to identify any outfitters, resorts, and lodges paid in excess of \$10,000 in the period of one calendar year by the NRA at any point from 2014 to the present, including Documents identifying all relevant transactions, purpose of the expenditures, and any NRA employees, Board members, or volunteers (and family members thereof) who received such benefit. This request includes, but is not limited to, the entities listed in Schedule F.

48. To the extent not responsive to other requests herein, all Documents relating to business and/or travel expense reports and submissions by or on behalf of any NRA officer, Key Person, Board member, or volunteer.

49. All documents relating to Your business dealings with travel service providers for services provided to any officer, director, Key Person, or family member of such Person. For this request, travel service provider means the entities listed in Schedule D and any other Person that provides travel services, including, but not limited to, hotels, bus operators, tour companies, cruise lines, black-car service providers, commercial airlines, aviation-service companies, aircraft charter and independent operators, and travel consultants. This request includes all Communications between You and Gayle Stanford.

50. All Documents relating to travel-related expenses incurred by or for the benefit of Wayne LaPierre and paid directly or indirectly by the NRA from 2011 to the present.

51. All Documents relating to payment or reimbursement for:

- a. travel and entertainment-related reimbursements paid directly or indirectly by the NRA to or for the benefit of any Key Person, NRA officer, or director;
- b. housing allowances for any Key Person, NRA officer, employee, or director;
- c. car payments or leases for any Key Person, NRA officer, or director;
- d. cell phone payments for any Key Person, NRA officer, or director; and
- e. bonuses awarded to or paid to any Key Person, NRA officer, employee, or director.

52. Documents sufficient to identify any NRA employees who were terminated for cause or resigned during the period 2014 to present and the reason for their termination or departure.

53. To the extent not responsive to other requests herein, all Documents relating to contracts, agreements, negotiations, requests for proposals, reports, analyses, or evaluation of performance or costs, amounts paid to, and the retention or hiring and termination or firing of the Entities identified in Schedule C.

54. To the extent not responsive to other requests herein, all transcripts, recorded testimony, verbatim notes, declarations, affidavits, or witness statements concerning the subject matter of this Action.

55. All facts or data considered by any testifying expert retained by You in this Action.

56. All Documents relating to security services for Wayne LaPierre and any current or former NRA officers, Board members, or Key Persons, including, but not limited to:

- a. all Documents relating to Your business dealings with the vendors listed in Schedule A including, but not limited to, any contracts or agreements (whether written or oral) and any Communications between You and the vendors concerning their retention, scope of services performed, and related payments;
- b. all requests for proposals for the services provided by the vendors listed in Schedule A or for security services for Wayne LaPierre, any NRA officer, employee, director, or Key Person;
- c. Documents sufficient to identify all vendors paid by the NRA in excess of \$10,000 in one calendar year for security services provided to Wayne LaPierre and any current or former NRA officer, director, or Key Person; and

all Documents, including any Communications, relating to complaints about or misuse of security services or funds allocated for security services.

57. All assessments, evaluations, summaries and reports relating to the program commonly referred to as NRA Country, including but not limited to the costs, expenses, reimbursements, and any assessment of return on investment.

58. All Documents relating to negotiations, agreements or contracts with, goods or services delivered by, invoices, and payments to the Persons listed in Schedule E.

59. All Documents relating to Wayne LaPierre's calendars, day planners, travel itineraries, and any other Documents or Communications reflecting his day-to-day schedule.

60. All Documents reflecting handwritten notes by Wayne LaPierre relevant to the allegations in the Complaint.

61. All Documents and Communications relating to the business purposes and actual activities undertaken by Wayne LaPierre, Susan LaPierre and Colleen Sterner during travel paid for or reimbursed at any time by the NRA, including but not limited to Communications (including text messages and similar ESI) with or among current and former NRA employees, Board members, volunteers, and/or vendors during the time periods set forth in Schedule G. This request includes, but is not limited to, any calendars, day planners, agendas, itineraries, and other Documents or Communications reflecting the business purpose or actual activities of Wayne LaPierre, Susan LaPierre, and Colleen Sterner during the applicable periods.

62. All documents You intend to rely on at the trial of this matter including documents in support of defenses to the claims in the Complaint and Counterclaims.

D. Format for Production

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive Documents must be produced in Concordance format in accordance with the following instructions.

1. Concordance Production Components. A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 2.

- A. *Metadata Load File*
- B. *Extracted or OCR Text Files*
- C. *Single-Page Image Files*
- D. *Opticon Load File*
- E. *Native Files*.

2. Production File Requirements.

- A. *Metadata Load File*
 - Required file format:
 - UTF-8
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: þ (ASCII decimal character 254). Multiple value field delimiter: ; (ASCII decimal character 59)
 - The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 1.
 - Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.

- **Note:** All Documents must have page-level Bates numbering (except Documents produced only in native format, which must be assigned a Document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each Document.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, You must indicate am/pm)
 - hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual Document-level text files containing the full extracted text for each produced Document.
- When extracted text is not available (for instance, for image-only Documents) You must provide individual Document-level text files containing the Document's full OCR text.
- The filename for each text file must match the Document's beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 5000 files.

C. *Single-Page Image Files (Petrified Page Images)*

- Where possible, all produced Documents must be converted into single-page tagged image format ("TIF") files. See Section 7.E below for instructions on producing native versions of Documents You are unable to convert.
- Image Documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.E below.
- For Documents produced only in native format, You must provide a TIF placeholder that states "Document produced only in native format."
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or Document-level Bates number for Documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.

- TIF files must be divided into subfolders containing no more than 5000 files. Documents should not span multiple subfolders, a Document with more than 5000 pages should be kept in a single folder.

D. ***Opticon Load File***

- Required file format:
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a Document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***

```
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,2
ABC00002,,IMAGES\0001\ABC00002.tif,,,
ABC00003,,IMAGES\0002\ABC00003.tif,Y,,1
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,1
```

E. ***Native Files***

- Non-printable or non-print friendly Documents (including but not limited to spreadsheets, audio files, video files and Documents for which color has significance to Document fidelity) must be produced in their native format.
- The filename of each native file must match the Document’s beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For Documents produced only in native format, You must assign a single Document-level Bates number and provide an image file placeholder that states “Document produced only in native format.”
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted prior to conversion and produced in decrypted form.

- You may be required to supply a software license for proprietary Documents produced only in native format.
3. Production Folder Structure. The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 - \0001, \0002, \0003...
 - natives\ (contains native files, with subfolder organization)
 - \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 - \0001, \0002, \0003...
 4. De-Duplication. You must perform global de-duplication of stand-alone Documents and email families against any prior productions pursuant to this or previously related subpoenas.
 5. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be produced in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss (i) any Documents that cannot be scanned, and (ii) how information for scanned Documents should be represented in the metadata load file.
 6. Structured Data. Structured data includes but is not limited to relational databases, transactional data, and xml pages. Spreadsheets are not considered structured data. You must first speak to the Assistant Attorney General whose telephone number appears on the subpoena.
 - A. Relational Databases
 1. Database tables should be provided in d or other machine-readable, non-proprietary format, with each table in a separate data file. Each data file must have an accompanying data dictionary that explains the meaning of each column name and explains the values of any codes used.
 2. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the data dictionary.
 3. Records must contain clear, unique identifiers, and the data dictionary must include explanations of how the files and records relate to one another.
 7. Media and Encryption. All Document sets over 2 GB must be produced on CD, DVD, or hard-drive media. All production media must be encrypted with a strong password,

which must be delivered independently from the production media. Document sets under 2 GB may be delivered electronically. The OAG offers a secure cloud storage option that can be set up to receive media on a one-time basis, or the OAG will download media from the providing parties' server.

ATTACHMENT 1
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE¹
BEGDOC	Bates number assigned to the first page of the Document.	ABC0001
ENDDOC	Bates number assigned to the last page of the Document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent Document in a Document family (<i>i.e.</i> , should be the same as BEGDOC of the parent Document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child Document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child Document).	ABC0008
PARENTDOC	BEGDOC of parent Document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child Documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
COMMENTS	Additional Document comments, such as passwords for encrypted files.	
NATIVEFILE	Relative file path of the native file on the production media.	.\Native_File\Folder\...\BEGDOC.ex t
TEXTFILE	Relative file path of the plain text file on the production media.	.\Text_Folder\Folder\...\BEGDOC.tx t
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the Document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

FROM	Sender of the email.	Firstname Lastname < FLastname @domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date and time that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
DATESENT	Date and time that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.docx; AttachmentFileName.pdf;...
NUMATTACH	Number of attachments.	
RECORDTYPE	General type of record.	IMAGE; LOOSE E-MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E-MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced Document.	Drive:\Folder\...\...\
FILENAME	Original filename of the produced Document.	Filename.ext

DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced Document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...
TITLE	Document title (if entered).	
AUTHOR	Name of the Document author.	
REVISION	Number of revisions to a Document.	18
DATECREATED	Date and time that a Document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date and time that a Document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	
PGCOUNT	Number of pages per Document.	
IMPORTANCE	Email priority level if set.	Low, Normal, High
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	
SHA1HASH	SHA1 hash value	
MSGINDEX	Email message ID	
CONVERSATIONINDEX	Email Conversation Index	

Dated: June 25, 2021
New York, New York

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Attorney General of the State of New York

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People of the State of New York

Schedule A

1. ASPIS Protection Services
2. Bradford Exec. Security Team
3. DEM360, LLC
4. Diligence USA
5. G Force Investigations
6. M H Coggins & Associates
7. OPS15
8. Parameter Security
9. Specter Security Group
10. TAC7 Security Solutions
11. TBK Solutions
12. Tim Gibbons & Associates

Schedule B

1. AKS Consulting
2. Axis Corporate Security
3. Benefit Resources
4. Bradford Linwood
5. Brand Spartan LLC
6. Carmen Group
7. Charles Cox
8. Clinton Key
9. Colleen Sterner
10. Covington & Burling, LLP
11. Crossroads Strategies
12. Dave Butz
13. David Halbrook
14. David Kopel
15. David T. Hardy
16. Delta Bridge
17. Edith Lancaster
18. Edmonds, Hackney & Associates
19. Fabrizio, McLaughlin, & Associates, Inc.
20. Foley & Lardner
21. Grassroots Behavioral Systems
22. Gula Graham Group
23. Hutchinson Group LLC
24. Independence Institute
25. James J. Baker
26. Jeffrey Berkowitz
27. Jennifer Krempin
28. JGN Associates
29. John Bolton
30. Ken Klukowski
31. M2S Corporation (Mercedes Schlapp)
32. Manuel Fernandez
33. Marion Hammer
34. Martel Strategies (Kayne Robinson)
35. Mary Beth Mallus
36. Mary Corrigan
37. McAllister & Associates
38. Meloy & Associates
39. Patriot Systems LLC
40. Phillip Fant
41. Right Side Production (Armstrong Williams)
42. RW Stewart

43. Rybarski Group, LLP
44. Sandra Froman
45. Sharpe Group
46. The Lobree Corporation
47. Travel Registry, Inc.
48. Veritas Management

Schedule C

1. Allegiance Creative
2. InfoCision Management Corp.
3. 501C Solutions
4. McKenna & Associates
5. Key & Associates, PC
6. Commonwealth Group Partners
7. Global New Beginnings
8. Image Direct
9. Quadgraphics
10. H.W.S. Consulting
11. Sharpe Group

Schedule D

1. Gayle Stanford
2. GS2 Enterprises
3. I.I. & I.S. Inc.
4. Corporate America Aviation, Inc.
5. Travel Registry, Inc.
6. MacNair / Direct Travel
7. Henry Aviation
8. Hertz Corporation
9. NADA Services Corporation
10. Silver Bullet Sedans LLC
11. Electric Motor Repair

Schedule E

1. 46 Entertainment LLC
2. Morgan Mills Music
3. Monarch Publicity
4. Lou Raiola
5. Passcode Creative
6. Rich Entertainment Touring, Inc.
7. Ripple Effect Outdoors
8. WarpSpeed Experiences
9. WarpSpeed, Inc.
10. Webster Public Relations

Schedule F

1. 6 Point Adventures LLC
2. Badland Outfitters
3. Big Country Outfitters
4. Camp Five Outfitters
5. Continental Divide Outfitters
6. Cross Mountain Outfitters
7. Double T Outfitters
8. Drettman Ranch
9. Eagle Nest Resorts
10. Expedition Adventures
11. Goose Creek Outfitters
12. Great Western Hunting Camps
13. Krooked River Ranch Outfitters
14. Legend Waterfowl
15. Lil Toledo Lodge
16. Lonesome Dove Outfitters
17. Marlin Ranch
18. New Mexico Hunting Adventures
19. Pack String Ranch
20. Pine Hill Quail Plantation
21. R&K Hunting Company
22. Red Bluff Lodge, LLC
23. Rocky Top Outfitters
24. Ruggs Ranch
25. Russell Lovemore
26. Savage Encounters
27. Seven J Outfitters
28. Sullivan Bros Outfitting
29. Sullivan Brothers Outfitters
30. Sutton Bay Golf, LLC
31. Talarik Creek Lodge
32. TC Outfitters
33. Trophy Hunting Adventures
34. Trophy Plus Outfitters
35. Western Sky Outfitters

Schedule G

- January 3, 2014–January 14, 2014
- January 31, 2014–February 12, 2014
- February 23, 2014–March 15, 2014
- April 1, 2014–April 12, 2014
- April 19, 2014–May 7, 2014
- June 1, 2014–June 11, 2014
- July 1, 2014–July 9, 2014
- August 6, 2014–August 15, 2014
- September 19, 2014–October 9, 2014
- October 15, 2014–October 25, 2014
- October 28, 2014–November 23, 2014
- December 8, 2014–December 17, 2014
- January 9, 2015–January 20, 2015
- January 27, 2015–February 15, 2015
- February 25, 2015–March 12, 2015
- April 5, 2015–April 30, 2015
- May 24, 2015–June 2, 2015
- June 7, 2015–July 10, 2015
- July 30, 2015–September 2, 2015
- September 14, 2015–October 1, 2015
- October 4, 2015–November 1, 2015
- November 3, 2015–November 12, 2015
- November 14, 2015–November 24, 2015
- December 1, 2015–December 16, 2015
- December 26, 2015–January 8, 2016
- January 11, 2016–February 10, 2016
- February 22, 2016–March 16, 2016
- March 28, 2016–April 20, 2016
- April 24–May 1, 2016
- May 7, 2016–May 27, 2016
- June 5, 2016–June 20, 2016
- June 27, 2016–July 22, 2016
- August 25, 2016–September 5, 2016
- September 17, 2016–November 20, 2016
- December 4, 2016–December 14, 2016
- December 24, 2016–February 13, 2017
- March 3, 2017–March 13, 2017
- March 19, 2017–April 3, 2017
- April 16, 2017–May 15, 2017
- May 17, 2017–May 27, 2017
- June 3, 2017–June 25, 2017

- July 4, 2017–July 19, 2017
- July 24, 2017–August 7, 2017
- August 21, 2017–October 6, 2017
- October 8, 2017–October 22, 2017
- November 2, 2017–November 18, 2017
- December 24, 2017–January 10, 2018
- January 20, 2018–March 10, 2018
- March 12, 2018–March 29, 2018
- April 3, 2018–May 10, 2018
- May 20, 2018–June 13, 2018
- June 22, 2018–July 17, 2018
- September 23, 2018–October 7, 2018
- October 16, 2018–October 24, 2018
- October 29, 2018–November 8, 2018
- December 18, 2018–December 30, 2018
- January 12, 2019–January 31, 2019
- February 28, 2019–March 14, 2019

Exhibit 1

**New York Attorney General's June 3, 2019
Subpoena *Duces Tecum* to the NRA**



SUBPOENA *DUCES TECUM*
THE PEOPLE OF THE STATE OF NEW YORK

To: National Rifle Association of America, Inc.
c/o Brewer Attorneys and Counselors
750 Lexington Avenue, 14th floor
New York, NY 10022

WE HEREBY COMMAND, pursuant to the laws of the State of New York, including the Executive Law, the Estates, Powers and Trusts Law, and the Not-for-Profit Corporation Law, that all business and excuses being laid aside, You produce to the New York State Attorney General, Letitia James, 28 Liberty Street, New York, New York 10005, in accordance with the instructions and definitions below, any and all Documents requested in the attached Schedule that are in Your possession, custody or control, including documents in the possession, custody and control of any agent you may have. Your production of Documents in response to this subpoena should be addressed to the attention of the undersigned and may be submitted by mail or electronic mail provided it is received on or before **June 28, 2019**, or any agreed upon adjourned date thereafter.

PLEASE TAKE NOTICE that the Attorney General deems the Documents requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

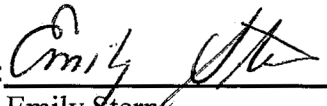
PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject You to prosecution under Article 23 of the New York Civil Practice Law and Rules (CPLR) and/or other statutes.

PLEASE TAKE FURTHER NOTICE that You shall immediately implement a litigation hold preserving all documents relating to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein. (Additional subpoenas may follow.)

PLEASE TAKE FURTHER NOTICE that You are requested not to disclose the existence of this subpoena, its contents, or any subsequent communications with the Office of the Attorney General while this investigation is pending. Disclosure of this subpoena may impede a confidential investigation being conducted by the Attorney General. In the event You believe

that You are required to disclose the existence of this Subpoena or any information related thereto, You are requested to notify the Assistant Attorney General listed below immediately and well in advance of Your disclosure of same.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York,
this 3rd day of June, 2019.

By: 
Emily Stern
Charities Bureau, Co-Chief,
Enforcement Section
(212) 416-6241
emily.stern@ag.ny.gov

SCHEDULE

A. Instructions

1. Please produce the Documents described in Section C of this schedule, in the accordance with the Instructions (Section A), Definitions (Section B) and format (Section D) described below.

2. Except as otherwise noted, this subpoena applies to all Documents in effect, created, recorded, compiled, transmitted or received from **January 1, 2012, through the present** (the "Relevant Period").

3. The obligation to produce Documents pursuant to this subpoena is a continuing one. Responsive Documents located any time after a response is due or submitted shall be promptly produced at the place and in the manner specified herein.

4. All Documents shall be produced with an accompanying cover letter that includes a description of the Documents being produced and their contents, the source from which the Documents have been produced, and the number(s) of the request(s) in Section C to which each Document produced is responsive. If there are no Documents in Your possession, custody or control that are responsive to any particular request, so state in writing.

5. In order for Your response to this subpoena to be complete, You must submit with the response a completed version of the attached Verification, identifying the person(s) who personally supervised the preparation and assembly of the response to this subpoena, who could testify that the response is complete and correct to the best of her or his knowledge and belief and that all Documents produced are authentic, genuine and what they purport to be.

6. If any Document requested was formerly in Your possession, custody or control but is no longer available or no longer exists, submit a statement in writing and under oath that: (i) describes in detail the nature of the Document and its contents; (ii) identifies the person who prepared the Document; (iii) identifies all persons who have seen or had possession of the Document; (iv) specifies the dates on which the Document was prepared, transmitted or received; (v) specifies the date on which the Document became unavailable; (vi) specifies the reason why the Document is unavailable, including whether it has been misplaced, lost, destroyed or transferred, and, if it has been destroyed or transferred, specifies the conditions of and reasons for such destruction or transfer and the persons who requested and performed the destruction or transfer; and (vii) identifies all persons with knowledge of any portion of the contents of the Document.

7. If any Document requested is withheld on ground of privilege or other legal doctrine, submit with the production a statement in writing and under oath (e.g., a privilege log) that provides, for each Document withheld: (i) a description of the nature of the Document and its contents; (ii) the date of the Document; (iii) the Document's authors and recipients; and (iv) the legal ground for withholding it from production. If the legal ground is attorney-client privilege, please also indicate the names of the attorneys involved in the Document and the nature of their involvement (e.g., as authors). Such statement (or log) shall accompany each production. Further, for each Document withheld pursuant to this paragraph, the relevant

production shall include placeholder pages equivalent in number to the page-length of the withheld Document.

8. Format for Production: Unless otherwise specified and agreed to by the Office of the Attorney General, responsive Documents shall be produced in their original format, whether hard copy or electronic.

B. Definitions

1. "NRA" shall mean the National Rifle Association of America, Inc. (the "NRA") together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, "d/b/a" names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with NRA, including by possessing, directly or indirectly, the power to direct or cause the direction of NRA's management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

2. "NRA Affiliated Entities" means each of the NRA's affiliated and related entities, including, but not limited to, The NRA Foundation, Inc., the NRA Civil Rights Defense Fund, the NRA Freedom Action Foundation, and the NRA Special Contribution Fund dba the NRA Whittington Center, together with (i) any of their directors, officers, agents, employees, consultants, representatives, attorneys, and other persons acting on their behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, "d/b/a" names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with the NRA, including by possessing, directly or indirectly, the power to direct or cause the direction of the NRA's management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

3. "Key Person" shall have the same meaning as that term is defined in Not-for-Profit Corporation Law ("N-PCL") § 102(25).

4. "Concerning" or "relating to" shall mean concerning, relating to, referring to, referencing, describing, evidencing, or constituting, either directly or indirectly and in whole or in part.

5. "Documents" is used in the broadest sense of the term and shall mean all records and other tangible media of expression of any nature, including: originals, drafts or finished versions; annotated or nonconforming or other copies, however created, produced or stored (manually, mechanically, electronically or otherwise); electronic mail ("email"), instant messages, Blackberry or other wireless device messages; voicemail; books, papers, files, notes, correspondence, memoranda, reports, records, journals, summaries, registers, account statements, analyses, plans, manuals, policies, telegrams, faxes, wires, telephone logs, telephone messages, or message slips; minutes, notes, records or transcriptions of conversations, communications or meetings; video and audio tapes; disks and other electronic media; microfilm, microfiche;

storage devices; press releases; contracts, agreements; calendars, date books, appointment books and diaries; notices and confirmations. A draft or non-identical copy is a separate Document. Documents existing in electronic form shall include all items that may have been removed from the email accounts, directories or other locations in which they are ordinarily stored to any other servers, folders, files, archives, or backup devices, whether or not deleted.

6. “You” or “Your” shall mean the NRA and any of Your officers, directors, employees, agents, attorneys, representatives, consultants, and any other persons acting on Your behalf.

7. “Identify” or “identity” as applied to (i) any natural person shall mean to provide her or his name, titles, aliases, screen names, and contact information, including each of her or his home and business addresses, email addresses, and phone numbers; (ii) any entity shall mean to provide the name, d/b/a names, if any, and contact information; (iii) an account with a financial institution shall mean to provide the name of the institution, its address, the names of the account holders, the account number, the type of account, all signatories on the account, and all individuals authorized to use a credit, debit, or ATM card relating to the account; (iv) a financial transaction shall mean to provide the type of transaction (e.g., donation, grant, withdrawal, deposit, or disbursement), the amount, date, payor, grantor, donor or other party disbursing the funds, the payee, grantee, donee or other party receiving the funds, the reason for the transaction, and any applicable terms or restrictions; (v) an agreement shall mean to provide the terms of the agreement and any amendments; and (vi) any other thing shall mean to describe the thing in detail.

8. “Person” shall mean any natural person or entity, including any corporation, company, limited liability corporation or company, partnership, limited partnership, association, or firm.

9. “And” and “or” shall be construed disjunctively or conjunctively, as necessary to bring within the scope of a request all responses and Documents that might otherwise be deemed outside the scope of that request.

10. “All” shall mean “each and every.”

11. “Any” shall mean “any and all.”

12. The singular form of any word shall include the plural and vice versa.

13. Any word used but not defined herein shall be construed consistently with its common meaning.

C. Documents to be Produced

1. All documents concerning transactions between You and any (a) director, officer, trustee or Key Person of the NRA or any of the NRA Affiliated Entities; (b) other person who exercises the powers of directors, officers or Key Persons over the affairs of the NRA or any of the NRA Affiliated Entities; (c) relative of any director, officer, trustee or Key Person of the NRA or any of the NRA Affiliated Entities; or (d) entity in which any director, officer, trustee or Key Person or relative of the same has a 35% or greater ownership or beneficial interest, or in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%, including without limitation:

- a. the terms and conditions of the transaction;
- b. revenues, expenses, payments or any other aspects of the finances of such transactions; and
- c. review and approval of such transactions and consideration of alternative transactions by the NRA's Board of Directors or any committee of the NRA's Board of Directors.

2. To the extent not responsive to Request No. 1(a), (b) or (c), documents concerning transactions between You and:

- a. any of the NRA Affiliated Entities, including without limitation any loans to or from, or agreements to provide services to or by, any of the NRA Affiliated Entities;
- b. any current or former NRA directors, officers or Key Persons for any provision of services to the NRA, including without limitation, transactions with directors Peter Brownwell, David Butz, Sandra S. Froman, Marion P. Hammer, David A. Keene, Craig Morgan, Ted Nugent, Lance Olson, Mercedes V. Schlapp, Bart Skelton or Howard J. Walter;
- c. any entities owned or controlled by any of current or former NRA directors, officers or Key Persons, including without limitation agreements with any entities in which any of the officers, directors, Key Persons, or their relatives are owners, officers, directors, or Key Persons;
- d. Wayne Sheets, Linda Sheets, or H.W.S. Consulting, Inc.;
- e. any of the directors, officers or Key Persons of any of the NRA Related Entities or any entities controlled by the same; and

- f. any vendors employing relatives of any directors, officers or Key Persons of the NRA or any of the NRA Affiliated Entities, including without limitation McKenna & Associates.
3. All conflicts of interest policies or procedures and documents concerning implementation thereof.
4. All policies and procedures concerning review and approval by the Board of Directors or any committee of the Board of Directors of transactions between the NRA and any (a) director, officer, trustee or Key Person of the NRA or any of the NRA Affiliated Entities; (b) other person who exercises the powers of directors, officers or Key Persons over the affairs of the NRA or any of the NRA Affiliated Entities; (c) relative of any director, officer, trustee or Key Person of the NRA or any of the NRA Affiliated Entities; or (d) entity in which any director, officer, trustee or Key Person or relative of the same has a 35% or greater ownership or beneficial interest, or in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%.
5. All bylaws in effect at any time between 2012 and the present concerning or referring to conflict of interest.
6. All policies and procedures in effect at any time between 2012 and the present concerning or referring to or defining conflict of interest.
7. All conflict of interest disclosure forms prepared for, by, or on behalf of any director, officer, or Key Person of the NRA, including but not limited to, Michael Marcellin, Joshua Powell, and Joe Bergalis, at any time between 2012 and the present.
8. All communications to officers, directors, or Key Persons regarding conflict of interest disclosure requirements at any time between 2012 and the present.
9. All documents being or demonstrating compliance with N-PCL § 715-a, and/or any NRA policy or procedure, governing disclosure of conflicts of interest by directors, officers or Key Persons.
10. All documents being or demonstrating compliance by the NRA Board of Directors or any committee thereof, with the obligations set forth in N-PCL § 715 concerning related party transactions at any time between 2014 to the present, including without limitation: (a) all documents showing the vote of each director in reviewing any related party transaction under N-PCL § 715; and (b) all documents showing the abstention or recusal of any director in reviewing any related party transaction under N-PCL § 715.
11. All documents being, containing, or requesting communications to vendors or proposed vendors or other third parties concerning NRA conflict of interest policies.

12. All documents relating to any action taken by the NRA or the NRA Board of Directors or any committee of the Board of Directors to address retroactively or to remedy any failure to comply with N-PCL § 715 regarding review of related party transactions.

13. All documents relating to any authorization, review, or approval of any payments to Michael Marcellin by any person or entity other than the NRA, including but not limited to Lockton Affinity.

14. All discipline or corrective action undertaken concerning any violation of the conflict of interest policy in effect at the time of the violation.

D. Format for Production

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in Concordance format in accordance with the following instructions.

1. Concordance Production Components. A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 2.
 - A. *Metadata Load File*
 - B. *Extracted or OCR Text Files*
 - C. *Single-Page Image Files*
 - D. *Opticon Load File*
 - E. *Native Files*.
2. Production File Requirements.
 - A. *Metadata Load File*
 - Required file format:
 - UTF-8
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: p (ASCII decimal character 254). Multiple value field delimiter: ; (ASCII decimal character 59)
 - The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 1.
 - Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
 - **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document.
 - Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyyymmdd
 - Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, You must indicate am/pm)
 - hh:mm:ss:mmm
 - B. *Extracted or OCR Text Files*

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) You must provide individual document-level text files containing the document's full OCR text.
- The filename for each text file must match the document's beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 5000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced documents must be converted into single-page tagged image format ("TIF") files. See Section 7.E below for instructions on producing native versions of documents You are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.E below.
- For documents produced only in native format, You must provide a TIF placeholder that states "Document produced only in native format."
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 5000 files. Documents should not span multiple subfolders, a document with more than 5000 pages should be kept in a single folder.

D. ***Opticon Load File***

- Required file format:
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.

- RELATIVE PATH – the filepath to each single-page image file on the production media.
- DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
- FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
- BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
- PAGE COUNT – this value is optional and may be left blank.
- **Example:**
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2
ABC00002,,IMAGES\0001\ABC00002.tif,,,
ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,1
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,1

E. ***Native Files***

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document’s beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, You must assign a single document-level Bates number and provide an image file placeholder that states “Document produced only in native format.”
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted prior to conversion and produced in decrypted form.
- You may be required to supply a software license for proprietary documents produced only in native format.

3. **Production Folder Structure.** The production must be organized according to the following standard folder structure:

- data\ (contains production load files)
- images\ (contains single-page TIF files, with subfolder organization)
\0001, \0002, \0003...
- natives\ (contains native files, with subfolder organization)
\0001, \0002, \0003...
- text\ (contains text files, with subfolder organization)
\0001, \0002, \0003...

4. **De-Duplication.** You must perform global de-duplication of stand-alone documents and

email families against any prior productions pursuant to this or previously related subpoenas.

5. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be produced in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss (i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.
6. Structured Data. Structured data includes but is not limited to relational databases, transactional data, and xml pages. Spreadsheets are not considered structured data. You must first speak to the Assistant Attorney General whose telephone number appears on the subpoena.

A. Relational Databases

1. Database tables should be provided in d or other machine-readable, non-proprietary format, with each table in a separate data file. Each data file must have an accompanying data dictionary that explains the meaning of each column name and explains the values of any codes used.
 2. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the data dictionary.
 3. Records must contain clear, unique identifiers, and the data dictionary must include explanations of how the files and records relate to one another.
7. Media and Encryption. All document sets over 2 GB must be produced on CD, DVD, or hard-drive media. All production media must be encrypted with a strong password, which must be delivered independently from the production media. Document sets under 2 GB may be delivered electronically. The OAG offers a secure cloud storage option that can be set up to receive media on a one-time basis, or the OAG will download media from the providing parties' server.

ATTACHMENT 1
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE ¹
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
COMMENTS	Additional document comments, such as passwords for encrypted files.	
NATIVEFILE	Relative file path of the native file on the production media.	.\Native_File\Folder\...\BEGDOC.ext
TEXTFILE	Relative file path of the plain text file on the production media.	.\Text_Folder\Folder\...\BEGDOC.txt
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname <FLastname @domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname @domain >; Firstname Lastname <FLastname @domain >; ...

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname @domain>; Firstname Lastname <FLastname @domain>; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname <FLastname @domain>; Firstname Lastname <FLastname @domain>; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date and time that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
DATESENT	Date and time that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.docx; AttachmentFileName.pdf;...
NUMATTACH	Number of attachments.	
RECORDTYPE	General type of record.	IMAGE; LOOSE E-MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E-MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive:\Folder\...\
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...
TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	
REVISION	Number of revisions to a document.	18
DATECREATED	Date and time that a document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date and time that a document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	
PGCOUNT	Number of pages per document.	
IMPORTANCE	Email priority level if set.	Low, Normal, High

MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	
SHA1HASH	SHA1 hash value	
MSGINDEX	Email message ID	
CONVERSATIONINDEX	Email Conversation Index	

VERIFICATION

This response to the subpoena of the Attorney General of the State of New York dated June 3, 2019, including production of the requested Documents, was prepared and assembled under my personal supervision from my records in accordance with the instructions and definitions set forth in such subpoena and is complete and correct to the best of my knowledge and belief. The Documents produced in response to this subpoena are authentic, genuine and what they purport to be.

(Signature of Official)

(Title)

(Type or Print Name of Above Official)

Subscribed and sworn to before me this _____ day of _____ 2019.

Notary Public

My commission expires _____

Exhibit 2

**New York Attorney General's December 2,
2019 Subpoena *Duces Tecum* to the NRA**



SUBPOENA *DUCES TECUM*
THE PEOPLE OF THE STATE OF NEW YORK

To: National Rifle Association of America, Inc.
c/o Brewer Attorneys and Counselors
750 Lexington Avenue, 14th floor
New York, NY 10022

WE HEREBY COMMAND, pursuant to the laws of the State of New York, including the Executive Law, the Estates, Powers and Trusts Law, and the Not-for-Profit Corporation Law, that all business and excuses being laid aside, You produce to the New York State Attorney General, Letitia James, 28 Liberty Street, New York, New York 10005, in accordance with the instructions and definitions below, any and all Documents requested in the attached Schedule that are in Your possession, custody or control, including Documents in the possession, custody and control of any agent you may have. Your production of Documents in response to this subpoena should be addressed to the attention of the undersigned and may be submitted by mail or electronic mail provided it is received on or before **December 30, 2019**, or any agreed upon adjourned date thereafter.

PLEASE TAKE NOTICE that the Attorney General deems the Documents requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

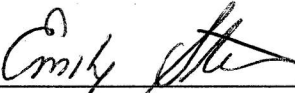
PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the Documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject You to prosecution under Article 23 of the New York Civil Practice Law and Rules (CPLR) and/or other statutes.

PLEASE TAKE FURTHER NOTICE that You shall immediately implement a litigation hold preserving all Documents relating to the subject matter of this subpoena, including all Documents concerning the specific Documents demanded herein. (Additional subpoenas may follow.)

PLEASE TAKE FURTHER NOTICE that You are requested not to disclose the existence of this subpoena, its contents, or any subsequent communications with the Office of the Attorney General while this investigation is pending. Disclosure of this subpoena may impede a confidential investigation being conducted by the Attorney General. In the event You believe

that You are required to disclose the existence of this Subpoena or any information related thereto, You are requested to notify the Assistant Attorney General listed below immediately and well in advance of Your disclosure of same.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York,
this December 2, 2019.

By: 

Emily Stern
Charities Bureau, Co-Chief,
Enforcement Section
(212) 416-6241
emily.stern@ag.ny.gov

SCHEDULE

A. Instructions

1. Please produce the Documents described in Section C of this schedule, in the accordance with the Instructions (Section A), Definitions (Section B) and format (Section D) described below.

2. Except as otherwise noted, this subpoena applies to all Documents in effect, created, recorded, compiled, transmitted or received from **January 1, 2015, through the present** (the "Relevant Period").

3. The obligation to produce Documents pursuant to this subpoena is a continuing one. Responsive Documents located any time after a response is due or submitted shall be promptly produced at the place and in the manner specified herein.

4. All Documents shall be produced with an accompanying cover letter that includes a description of the Documents being produced and their contents, the source from which the Documents have been produced, and the number(s) of the request(s) in Section C to which each Document produced is responsive. If there are no Documents in Your possession, custody or control that are responsive to any particular request, so state in writing.

5. In order for Your response to this subpoena to be complete, You must submit with the response a completed version of the attached Verification, identifying the person(s) who personally supervised the preparation and assembly of the response to this subpoena, who could testify that the response is complete and correct to the best of her or his knowledge and belief and that all Documents produced are authentic, genuine and what they purport to be.

6. If any Document requested was formerly in Your possession, custody or control but is no longer available or no longer exists, submit a statement in writing and under oath that: (i) describes in detail the nature of the Document and its contents; (ii) identifies the person who prepared the Document; (iii) identifies all persons who have seen or had possession of the Document; (iv) specifies the dates on which the Document was prepared, transmitted or received; (v) specifies the date on which the Document became unavailable; (vi) specifies the reason why the Document is unavailable, including whether it has been misplaced, lost, destroyed or transferred, and, if it has been destroyed or transferred, specifies the conditions of and reasons for such destruction or transfer and the persons who requested and performed the destruction or transfer; and (vii) identifies all persons with knowledge of any portion of the contents of the Document.

7. If any Document requested is withheld on ground of privilege or other legal doctrine, submit with the production a statement in writing and under oath (e.g., a privilege log) that provides, for each Document withheld: (i) a description of the nature of the Document and its contents; (ii) the date of the Document; (iii) the Document's authors and recipients; and (iv) the legal ground for withholding it from production. If the legal ground is attorney-client privilege, please also indicate the names of the attorneys involved in the Document and the nature of their involvement (e.g., as authors). Such statement (or log) shall accompany each production. Further, for each Document withheld pursuant to this paragraph, the relevant

production shall include placeholder pages equivalent in number to the page-length of the withheld Document.

8. Format for Production: Unless otherwise specified and agreed to by the Office of the Attorney General, responsive Documents shall be produced in their original format, whether hard copy or electronic.

B. Definitions

1. "Board" shall mean the Board of Directors of the National Rifle Association of America, Inc., and any individual member thereof.

2. "NRA" shall mean the National Rifle Association of America, Inc. (the "NRA") together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, "d/b/a" names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with NRA, including by possessing, directly or indirectly, the power to direct or cause the direction of NRA's management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

3. "NRA Affiliated Entities" means each of the NRA's affiliated and related entities, including, but not limited to, The NRA Foundation, Inc., the NRA Civil Rights Defense Fund, the NRA Freedom Action Foundation, and the NRA Special Contribution Fund dba the NRA Whittington Center, together with (i) any of their directors, officers, agents, employees, consultants, representatives, attorneys, and other persons acting on their behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, "d/b/a" names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with the NRA, including by possessing, directly or indirectly, the power to direct or cause the direction of the NRA's management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

4. "Ackerman McQueen" or "AMc" shall mean Ackerman McQueen, Inc., together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, "d/b/a" names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with Ackerman McQueen, including by possessing, directly or indirectly, the power to direct or cause the direction of Ackerman McQueen's management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

5. "McKenna" shall mean McKenna & Associates, together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, "d/b/a" names, and affiliates, and (iii) any entities that, directly or indirectly, control, are

controlled by, or are under common control with McKenna & Associates, including by possessing, directly or indirectly, the power to direct or cause the direction of McKenna & Associates management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

6. "Brewer" shall mean Brewer, Counselors and Attorneys, together with (i) any of its directors, officers, agents, employees, consultants, representatives, attorneys, and other persons acting on its behalf, (ii) any predecessors, successors, parent corporations, subsidiaries, divisions, assigns, "d/b/a" names, and affiliates, and (iii) any entities that, directly or indirectly, control, are controlled by, or are under common control with Brewer, Counselors and Attorneys, including by possessing, directly or indirectly, the power to direct or cause the direction of Brewer, Counselors and Attorneys management and policies, whether through membership, the ownership of voting securities, by contract, or otherwise.

7. "Key Person" shall have the same meaning as that term is defined in Not-for-Profit Corporation Law ("N-PCL") § 102(25).

8. "Concerning" or "relating to" shall mean concerning, relating to, referring to, referencing, describing, evidencing, or constituting, either directly or indirectly and in whole or in part.

9. "Documents" is used in the broadest sense of the term and shall mean all records and other tangible media of expression of any nature, including: originals, drafts or finished versions; annotated or nonconforming or other copies, however created, produced or stored (manually, mechanically, electronically or otherwise); electronic mail ("email"), instant messages, Blackberry or other wireless device messages; voicemail; books, papers, files, notes, correspondence, memoranda, reports, records, journals, summaries, registers, account statements, analyses, plans, manuals, policies, telegrams, faxes, wires, telephone logs, telephone messages, or message slips; minutes, notes, records or transcriptions of conversations, communications or meetings; video and audio tapes; disks and other electronic media; microfilm, microfiche; storage devices; press releases; contracts, agreements; calendars, date books, appointment books and diaries; notices and confirmations. A draft or non-identical copy is a separate Document. Documents existing in electronic form shall include all items that may have been removed from the email accounts, directories or other locations in which they are ordinarily stored to any other servers, folders, files, archives, or backup devices, whether or not deleted.

10. "You" or "Your" shall mean the NRA and any of Your officers, directors, employees, agents, attorneys, representatives, consultants, and any other persons acting on Your behalf.

11. "Identify" or "identity" as applied to (i) any natural person shall mean to provide her or his name, titles, aliases, screen names, and contact information, including each of her or his home and business addresses, email addresses, and phone numbers; (ii) any entity shall mean to provide the name, d/b/a names, if any, and contact information; (iii) an account with a

financial institution shall mean to provide the name of the institution, its address, the names of the account holders, the account number, the type of account, all signatories on the account, and all individuals authorized to use a credit, debit, or ATM card relating to the account; (iv) a financial transaction shall mean to provide the type of transaction (e.g., donation, grant, withdrawal, deposit, or disbursement), the amount, date, payor, grantor, donor or other party disbursing the funds, the payee, grantee, donee or other party receiving the funds, the reason for the transaction, and any applicable terms or restrictions; (v) an agreement shall mean to provide the terms of the agreement and any amendments; and (vi) any other thing shall mean to describe the thing in detail.

12. "Person" shall mean any natural person or entity, including any corporation, company, limited liability corporation or company, partnership, limited partnership, association, or firm.

13. "And" and "or" shall be construed disjunctively or conjunctively, as necessary to bring within the scope of a request all responses and Documents that might otherwise be deemed outside the scope of that request.

14. "All" shall mean "each and every."

15. "Any" shall mean "any and all."

16. The singular form of any word shall include the plural and vice versa.

17. Any word used but not defined herein shall be construed consistently with its common meaning.

C. Documents to be Produced

1. To the extent not previously produced, all Documents provided to the Executive, Audit, Finance, Executive Compensation, Special Committee on Operations and Public Affairs committees of the Board in connection with any meeting of or action by any of these committees (e.g. board books, financial statements, budgets, memoranda) and all minutes relating to such meetings or actions. This request includes Documents relating to meetings and actions taken while in executive session.

2. All Documents relating to any audits, reviews, or investigations concerning any managerial or financial issues conducted by internal or external accountants, auditors or other NRA staff or consultants, including without limitation, the "List of Top Concerns for the Audit Committee," July 12, 2018 memo compiled by Emily Cummins, former NRA managing director of tax and risk management.

3. All Documents relating to filings made to the Internal Revenue Service ("IRS") or Federal Election Commission ("FEC") and any modifications or amendments to any such filings.

4. All Documents relating to any reviews, audits or inquiries by any government agency.

5. All Documents used, reviewed, relied on, consulted, considered, or referenced, in whole or in part, by the NRA, its accountants or auditors, in preparing or drafting, in whole or in part, the following::

- a. IRS Form 990, Part IV, Questions 28a, b, and c;
- b. IRS Form 990, Part VI, Section B, Questions 12a, b, and c;
- c. IRS Form 990, Part VII, Section A and Section B;
- d. IRS Form 990, Schedule J ;
- e. IRS Form 990, Schedule L;
- f. IRS Form 990, Schedule O.

6. Documents sufficient to identify which Documents produced in response to Request No. 5, above, were shared with, or provided to, the NRA's external tax preparer and auditor, RSM US LLP.

7. All Documents, including communications, relating to the NRA's "Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000" including any Documents relating to purchase agreements and contracts in excess of \$100,000 for which NRA procedures were not followed, such as those reflected in Attachment 1.

8. All Documents concerning transactions with or services provided by, or reflecting correspondence with: (a)AMc; (b) any entity affiliated with AMc, including without limitation Mercury Group; (c) any of the executives or owners of AMc; and (d) any other entity owned or controlled by any of those executives or owners of AMc, where such transactions, services, or communications relate to: (a) expenses AMc paid on behalf of NRA employees or directors; (b) retention of or compensation to NRA officers, directors or employees; (c) budgets developed by NRA or AMc regarding AMc's work for NRA; or (d) oversight, monitoring, review or auditing by NRA of work AMc performed or expenses AMc paid on NRA's behalf.

9. All Documents concerning or relating to payments, including without limitation, compensation, expense reimbursements, bonuses, incentive compensation and/or benefits of any kind, made directly or indirectly, to any of Your current or former directors, officers or key employees, including without limitation, Wayne LaPierre and Joshua Powell.

10. Documents concerning payments, including without limitation, compensation, expense reimbursements, bonuses or benefits to any of Your officers, directors, key employees, or consultants by a third party, including without limitation, AMc.

11. The employee or personnel files for any person identified in Request No. 10.

12. All Documents relating to any evaluation of the performance of Wayne LaPierre as Executive Vice-President by the Board, the Executive Committee, the Employment Compensation Committee or any other committee of the Board.

13. All Documents during the period January 1, 2014 to the present concerning Joshua Powell's appointment to the Board.

14. All Documents concerning Your decision to hire Joshua Powell and thereafter to appoint him to different positions within the NRA, including but not limited to Chief of Staff, Executive Director of General Operations, and Senior Strategist.

15. All Documents concerning complaints related to Joshua Powell, including, but not limited to, complaints related to allegations of sexual harassment by Mr. Powell.

16. All Documents concerning any settlement of claims of sexual harassment made against Joshua Powell.

17. All Documents concerning the departure of Robert Kyle Weaver as Executive Director of General Operations in 2017, including, but not limited to, Documents concerning Mr. Weaver's performance as Executive Director and the terms of Mr. Weaver's departure.

18. All Documents concerning Marion Hammer's role as a consultant or lobbyist for You, including, but not limited to, contracts, agreements, documents evidencing any services rendered by Ms. Hammer, any descriptions or analyses of services provided by Ms. Hammer and

work product provided by Ms. Hammer to You, invoices for such services and documents relating to approval or payment of such invoices.

19. All Documents concerning monies paid by You to Ms. Hammer or to third parties for Ms. Hammer's benefit, including without limitation, any loans, contracts or agreements made between You and Ms. Hammer.

20. All Documents relating to negotiations with, retention of and contracts with McKenna.

21. All documents sufficient to identify the nature of the services provided to the NRA by McKenna.

22. All Documents prepared by Mildred "Millie" Hallow or Joshua Powell in April 2019 concerning conversations, phone calls, and/or meetings with Lt. Colonel Oliver North, Christopher Cox, and/or Dan Boren or responses to any such conversations, phone calls, or meetings.

23. All Documents relating to communications (whether written or oral) between Wayne LaPierre and members of the Board.

24. All Documents relating to the resignation, retirement or termination of any of Your directors, officers, or Key Persons during the Relevant Period, including without limitation all separation, severance or retirement agreements for Your former officers and Key Persons, and all Documents relating to review and approval of such agreements.

25. Documents sufficient to identify all NRA employees terminated for cause during the Relevant Period and the reason for the termination.

26. All Documents concerning or relating to any allegation of authorization, receipt, or retention of improper payment or benefit for any person or entity from funds held or controlled by the NRA.

27. Any non-disclosure or confidentiality agreement that any of Your directors, officers, Key Persons, advisors or vendors executed at any time during the Relevant Period.

28. To the extent not previously produced, each employee, management, document retention or Board handbook or manual in use at any time during the Relevant Period.

29. All whistleblower policies and Documents concerning implementation thereof, including any whistleblower communications, complaints, and/or reports and summaries to the Board or any committee thereof.

30. All policies and procedures relating to committee assignments for members of the Board.

31. All Documents, including communications, relating to the assignment of committees for Board members from January 2019 to the present.

32. To the extent not previously produced, all financial policies, procedures, manuals or the equivalent concerning internal controls, accounts payable, and/or expense reimbursements.

33. Copies of every sworn statement, including, without limitation, deposition transcripts (including videotapes), declarations and affidavits provided in any legal or regulatory proceeding of any kind, by any of Your present or former directors, officers, or Key Persons.

34. All Documents concerning the actual or prospective transfer to the NRA of any funds from any of the NRA Affiliated Entities that is a charitable entity under 26 U.S.C. § 501(c)(3), the use of such funds, or the repayment of such funds.

35. All Documents authorizing any transfer or loan of funds from the NRA Institute for Legislative Affairs to the NRA.

36. All Documents authorizing or approving any loan or transfer of funds from the NRA Political Victory Fund to the NRA.

37. A copy of each IRS Form 8871 and each IRS Form 8872 filed by the NRA Political Victory Fund, or by the NRA on behalf of the NRA Political Victory Fund.

38. All Documents concerning the retention of Brewer to perform services, whether or not those services constituted the practice of law, including, without limitation, any agreements, contracts, or retainer letters.

39. All Documents concerning any review, audit, examination or approval of billing statements by and payments to Brewer.

40. All Documents being, containing, reporting, or describing communications to and/or from the Executive Committee of the NRA, Wayne LaPierre, John Frazer, Craig Spray, or Brewer concerning the amount of money being paid to Brewer, or the impact of the costs and/or payments for Brewer services on the NRA.

41. All Documents relating to any transactions with or services provided by, or reflecting correspondence with, any of the following entities (including any of their executives or principals) or individuals:

- a. Starboard Strategic
- b. OnMessage

D. Format for Production

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive Documents must be produced in Concordance format in accordance with the following instructions.

1. Concordance Production Components. A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 2.

- A. ***Metadata Load File***
- B. ***Extracted or OCR Text Files***
- C. ***Single-Page Image Files***
- D. ***Opticon Load File***
- E. ***Native Files***.

2. Production File Requirements.

A. *Metadata Load File*

- Required file format:
 - UTF-8
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: þ (ASCII decimal character 254). Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 1.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All Documents must have page-level Bates numbering (except Documents produced only in native format, which must be assigned a Document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each Document.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, You must indicate am/pm)
 - hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual Document-level text files containing the full extracted text for each produced Document.
- When extracted text is not available (for instance, for image-only Documents) You must provide individual Document-level text files containing the Document's full OCR text.
- The filename for each text file must match the Document's beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 5000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced Documents must be converted into single-page tagged image format ("TIF") files. See Section 7.E below for instructions on producing native versions of Documents You are unable to convert.
- Image Documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.E below.
- For Documents produced only in native format, You must provide a TIF placeholder that states "Document produced only in native format."
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or Document-level Bates number for Documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 5000 files. Documents should not span multiple subfolders, a Document with more than 5000 pages should be kept in a single folder.

D. ***Opticon Load File***

- Required file format:
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.

- RELATIVE PATH – the filepath to each single-page image file on the production media.
- DOCUMENT BREAK – defines the first page of a Document. The only possible values for this field are “Y” or blank.
- FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
- BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
- PAGE COUNT – this value is optional and may be left blank.
- **Example:**
 ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2
 ABC00002,,IMAGES\0001\ABC00002.tif,,,,
 ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,1
 ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,1

E. ***Native Files***

- Non-printable or non-print friendly Documents (including but not limited to spreadsheets, audio files, video files and Documents for which color has significance to Document fidelity) must be produced in their native format.
- The filename of each native file must match the Document’s beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For Documents produced only in native format, You must assign a single Document-level Bates number and provide an image file placeholder that states “Document produced only in native format.”
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted prior to conversion and produced in decrypted form.
- You may be required to supply a software license for proprietary Documents produced only in native format.

3. **Production Folder Structure.** The production must be organized according to the following standard folder structure:

- data\ (contains production load files)
- images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
- natives\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
- text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...

4. De-Duplication. You must perform global de-duplication of stand-alone Documents and email families against any prior productions pursuant to this or previously related subpoenas.
5. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be produced in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss (i) any Documents that cannot be scanned, and (ii) how information for scanned Documents should be represented in the metadata load file.
6. Structured Data. Structured data includes but is not limited to relational databases, transactional data, and xml pages. Spreadsheets are not considered structured data. You must first speak to the Assistant Attorney General whose telephone number appears on the subpoena.

A. Relational Databases

1. Database tables should be provided in d or other machine-readable, non-proprietary format, with each table in a separate data file. Each data file must have an accompanying data dictionary that explains the meaning of each column name and explains the values of any codes used.
 2. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the data dictionary.
 3. Records must contain clear, unique identifiers, and the data dictionary must include explanations of how the files and records relate to one another.
7. Media and Encryption. All Document sets over 2 GB must be produced on CD, DVD, or hard-drive media. All production media must be encrypted with a strong password, which must be delivered independently from the production media. Document sets under 2 GB may be delivered electronically. The OAG offers a secure cloud storage option that can be set up to receive media on a one-time basis, or the OAG will download media from the providing parties' server.

ATTACHMENT 1
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE ¹
BEGDOC	Bates number assigned to the first page of the Document.	ABC0001
ENDDOC	Bates number assigned to the last page of the Document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent Document in a Document family (<i>i.e.</i> , should be the same as BEGDOC of the parent Document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child Document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child Document).	ABC0008
PARENTDOC	BEGDOC of parent Document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child Documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
COMMENTS	Additional Document comments, such as passwords for encrypted files.	
NATIVEFILE	Relative file path of the native file on the production media.	.\Native_File\Folder\...\BEGDOC.ext
TEXTFILE	Relative file path of the plain text file on the production media.	.\Text_Folder\Folder\...\BEGDOC.txt
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the Document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname < FLastname @domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date and time that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
DATESENT	Date and time that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.docx; AttachmentFileName.pdf;...
NUMATTACH	Number of attachments.	
RECORDTYPE	General type of record.	IMAGE; LOOSE E-MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E-MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced Document.	Drive:\Folder\...\...
FILENAME	Original filename of the produced Document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced Document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...
TITLE	Document title (if entered).	
AUTHOR	Name of the Document author.	
REVISION	Number of revisions to a Document.	18
DATECREATED	Date and time that a Document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date and time that a Document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyyymmdd; hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	
PGCOUNT	Number of pages per Document.	
IMPORTANCE	Email priority level if set.	Low, Normal, High

MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	
SHA1HASH	SHA1 hash value	
MSGINDEX	Email message ID	
CONVERSATIONINDEX	Email Conversation Index	

VERIFICATION

This response to the subpoena of the Attorney General of the State of New York dated December 2, 2019, including production of the requested Documents, was prepared and assembled under my personal supervision from my records in accordance with the instructions and definitions set forth in such subpoena and is complete and correct to the best of my knowledge and belief. The Documents produced in response to this subpoena are authentic, genuine and what they purport to be.

(Signature of Official)

(Title)

(Type or Print Name of Above Official)

Subscribed and sworn to before me this _____ day of _____ 2019.

Notary Public

My commission expires _____

EXHIBIT B



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE
CHARITIES BUREAU

(212) 416-8965
Monica.Connell@ag.ny.gov

August 4, 2021

BY EMAIL

Sarah Rogers
Mordecai Geisler
Brewer, Attorneys & Counselors
750 Lexington Avenue, 14th Floor
New York, NY 10022

Re: *July 30, 2021 Meet and Confer*

Dear Sarah and Mordecai:

Set forth below is our memorialization of the major points of the meet and confer; please let us know if you disagree with our summary.

At the outset, we requested that non-privileged, non-confidential, relevant documents be produced to us as soon as possible. Your response indicates that the same would be produced at a “mutually agreeable time.” We indicated that we wanted production on the due date and/or as soon as possible. Please let us know when we can expect document production to begin.

With respect to the NRA’s general objections, we discussed the limitations the NRA placed on “you” and “your.” We said that we do not view those definitions as including NRA members, but that we do view those definitions as including agents of the NRA like the Brewer firm and other outside counsel. You said that it is your intention to search and, where relevant and not privileged, produce materials held in the possession of Brewer or outside counsel that are not duplicative of what is in the NRA’s possession. We further noted that under the Commercial Division Rules, merely reiterating broad, boilerplate objections and then indicating that unobjectionable responsive documents will be produced is not sufficient to enable the OAG to identify what is being produced and what is being withheld by the NRA. We are entitled to clarification of the same.

We also discussed the limitation on the relevant time period in the NRA's objections, in particular where the relevant time period is construed to end at the date of the filing of the complaint in this action. We said that our position is that the obligation to produce is ongoing. The OAG alleges continuing misconduct by the NRA and the NRA alleges, and presumably will continue to allege, continuing compliance efforts. So, as one example, we identified documents relevant to the 990 preparation/filing for fiscal year 2020, and for board meetings that have not yet happened. During the meet and confer you agreed about the need to produce responsive documents without ending the relevant production period at the filing of the complaint. You agreed that there could be discrete categories, such as the 990 and board minutes, where continuing production may be appropriate, but objected to a continuing obligation to search and produce ESI as overly burdensome. We agreed to discuss your continuing obligation to produce responsive documents in connection with our discussion of ESI search terms. As we indicated, assuming we can agree to ESI terms, those terms can be run after production occurs just to update the production.

We further note, but did not get the chance to discuss, that the NRA generally objected to producing anything before 2015. We want to be clear that we disagree with the NRA's objections construing our requests to be limited to 2015 to the commencement of this action and expect the NRA to comply with the requests as they are written, but are willing to meet and confer on the issue to ensure that its search for and production of responsive documents is targeted and not overly burdensome.

With respect to a privilege log, we discussed what is required under the Commercial Division rules and you agreed to provide us with a sample privilege log, modeled off of the log produced in connection with the bankruptcy, so that we can negotiate the information to be contained on the log. Please provide us with that sample log by August 6, 2021.

With respect to the definition of "ATI" in the document requests, you agreed that ATI principals and employees—including David McKenzie/Stanton and his wife and daughter—would fall within the definition.

With respect to the documents produced in connection with the bankruptcy, we disagreed with your stated objection to production. You explained that you believed that some categories of documents were produced in the bankruptcy that are irrelevant to this action. We requested that you provide us with a list of categories of documents that you consider irrelevant to this action. Please provide us with that list by August 6, 2021.

Without waiving any other or further objections that the OAG may have to the NRA's responses, we then turned to the individual requests:

Request 1: We understand that the NRA will revisit the privilege logs produced in connection with our investigation to see whether privilege is still being asserted over some

documents, as well as determine whether there are any documents production of which may have been delayed as a result of the pandemic shutdowns in 2020. We asked in particular that you see whether any of Mr. LaPierre's notepads have yet to be produced. We noted that we will take the position that any documents responsive to the subpoenas (as modified and agreed to during subsequent meet and confers) not produced to us should be precluded if introduced at trial.

Request 2: We stated our position that this is a standard document request intended to capture any relevant documents, in particular those you view as supportive of your position, and that we will take the position that any documents not produced in response to this demand should be precluded if introduced at trial.

Request 4: We stated our position that this demand includes any notes or records (to the extent they exist) of executive sessions of meetings of the board, and you agreed that documents are not being withheld because they relate to executive sessions.

Request 5: We agreed that this demand is limited to statements in the possession or control of the NRA, or which are used by the NRA to disseminate messaging by NRA officers or employees, and does not require a search of personal social media accounts of NRA members or board members.

Request 6: We stated our position that this request is intended to capture official accounts operated by the NRA or any officer or director of the NRA acting in their official capacity. For example, this request would capture an official NRA social media account in the name of Wayne LaPierre in his capacity as EVP of the NRA, or Carolyn Meadows in her capacity as President of the NRA. We stated that this request does not seek information about social media accounts held by any employee or director of the NRA in their personal capacities.

Request 7: We stated our position that this request would capture payments made to Mr. Spray by entities other than the NRA to the extent that information concerning those payments is in the NRA's possession, custody, or control. For example, any documents concerning payments made to Mr. Spray by an NRA vendor in the possession, custody, or control of the NRA would be responsive to this request.

Request 10: We stated our position that this request would capture payments made on the NRA's behalf and passed through to the NRA in connection with the bankruptcy. For example, payments made by the Brewer firm or any other NRA vendor that were passed through to the NRA would be captured by this request.

Request 16: We took the position that any names of whistleblowers should not be redacted when produced to us, as the regulator of whistleblower complaints. Further, we took the position that this request captures complaints made outside of the NRA's formal whistleblower process that are brought to the attention of the NRA's management or board.

Request 17: We agreed to limit this request to the individuals named in the request, but stated our position that it also extends to those individuals' family members.

Request 18: We stated our position that this request is not limited to the NRA's American Express cards, and would include any other corporate cards paid or held by or on behalf of the NRA.

Request 19: We stated our position that this request calls for the production of the NRA's general ledgers, monthly reports, reports to the Audit Committee and Finance Committee, reports on the NRA's financial condition to the whole board, assessment of litigation liability, tracking of spending by the Financial Services Division or the Office of the Treasurer, and reports on fundraising efforts (without providing member/donor names or PII).

Request 21: We stated our position that this request is not limited to the named vendors, but we agreed to negotiate a dollar amount to avoid de minimus gifts in connection with our search term negotiation. We asked that you confirm that when we discuss gift amounts, we intend the amounts to be in the aggregate on a yearly basis.

Request 25: We stated our position that this request includes correspondence from the NRA to the IRS, as well as non-privileged internal communications concerning IRS correspondence.

Requests 29 and 30: We stated our position, in keeping with our discussion about the NRA's general objections, that we do not agree to limit the relevant time period of these requests to the filing of this action. This same limitation, which is unacceptable to us, is present in the responses to requests 37-39 and 50 which we did not have time to discuss. We also note that the objection to production for pre-2015 documents is not acceptable to us and needs to be resolved.

Further Issues to Be Resolved Not Discussed at the Meet and Confer

Request 34: The NRA construes the request to "documents constituting or discussing annual budget allocations for the EVP." This potentially carves out communications about the individuals and consultants in the EVP budget, which should be included in the responses.

Requests 37-39: we object to the NRA's unilateral time limitation, as discussed above. In these instances, in particular, the requests for pre-2015 documents are important.

Request 48: The NRA has limited the scope of the demand and we would like to discuss the possibility of tailoring that would be acceptable to the OAG.

Request 49: The NRA's proposed response would omit communications with Gayle Stanford and her entities which is unacceptable to the OAG.

Request 50: As noted above, the OAG objects to the NRA's limitation of the relevant time period in regard to this demand.

Request 51: We want to ensure that the responses include information relating to indirect reimbursement or payments, for example, expenses of Key Persons which were paid by Ackerman McQueen and then passed through to the NRA.

Request 52: The OAG request encompasses documents regarding employees terminated for cause. The NRA asks to meet and confer on reasonable production parameters. We need to meet and confer to see if there is a way to resolve this issue.

Request 54: The OAG interprets this demand as also covering documents relating to the Christopher Cox arbitration.

Requests 59 and 60: We disagree with the NRA's assertion that these requests are "overbroad and harassing." Regarding Request 59, calendars and related documents reflecting the day-to-day schedule of the NRA's chief executive officer is plainly relevant to the issues in this case.

Request 61: The OAG's request for documents relating to the business purpose or actual activities of Mr. LaPierre and his family over time periods when they were purportedly travelling on NRA business—and incurring millions of dollars in travel and entertainment expenses paid by the NRA—is plainly relevant here.

Request 62: The OAG objects to the NRA's response. This is not a contention interrogatory nor is that a valid objection, as it was not a valid objection to Request 2. To the extent that the NRA has documents it will rely upon in its defense of this case, as it identifies the same it must produce them.

Sincerely,

/s/ Monica Connell
Assistant Attorney General

EXHIBIT C

B R E W E R
ATTORNEYS & COUNSELORS

September 14, 2021

VIA EMAIL

Monica Connell, Special Counsel
New York State Office of the Attorney General
28 Liberty Street, New York, NY 10005
Monica.Connell@ag.ny.gov

Re: *People of the State of New York, by Letitia James, Attorney General of the State of New York v. The National Rifle Association of America, et al.,*
Index No. 451625/2020

Dear Monica:

We write in response to your email dated August 26, 2021, and your letter of September 10, 2021, and our meet and confer teleconferences in connection with the objections of the National Rifle Association of America (the “NRA”) to the First Request for Production of Documents of the Attorney General of the State of New York, dated June 25, 2021 (the “RFP”). We served the NRA’s Responses and Objections to the NYAG RFP, dated July 15, 2021 (the “Objections”).

Without waiving the NRA’s Objections, and reserving its rights, including but not limited to, under the CPLR, the NRA makes the following proposals in an effort to clarify the scope of the NYAG’s RFP and the extent of our document search.

- A. The NRA proposes to conduct a diligent search of available and accessible sources and produce responsive, non-privileged documents with a cut-off of the present date. The NRA will also search for and produce documents on an ongoing basis past that date, in response to specific requests that may be made by the NYAG. For example, if the NYAG requests an updated search regarding the NRA’s IRS Form 990 filing in 2021, or minutes of Board of Directors meetings, the NRA will consider such a request if appropriately limited. The NRA will also produce responsive, non-privileged documents on an ongoing basis if such documents will have become available to us after production has been made.
- B. With respect to the NRA’s documents maintained with Brewer Attorneys & Counselors (“BAC”), the NRA does not agree that such documents are subject to a wholesale ESI search. Such a search would be unduly burdensome. However, the NRA would consider a search of documents maintained with BAC on a limited, case-by-case basis, to the extent such a request is not duplicative of prior requests and productions, and subject to the attorney-client privilege, work product doctrine, and any other applicable protection.

- C. With respect to documents produced by the NRA in its bankruptcy proceeding, the NRA will undertake to conduct a diligent search of responsive, non-privileged documents produced in that proceeding for production in this case. The NRA does not agree that all of the documents produced in the bankruptcy proceeding are responsive to the NYAG's RFP in this case. Specifically, we consider the following categories of documents produced by the NRA in the bankruptcy to be non-responsive: (1) documents pertaining to fundraising, produced in response to the NYAG's Request for Production No. 22 in the bankruptcy proceeding, and (2) Susan LaPierre's personal emails, produced in response to the NYAG's Request for Production No. 25.

With regard to individual RFPs set forth in the NYAG's RFP, the NRA, again without waiving its Objections, and reserving its rights, proposes the following:

RFP No. 3: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth as set forth in its Objections, but reiterates that such documents likely do not exist for executive sessions.

RFP No. 4: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, and again states that it will not withhold a document on the basis that it is in connection with an executive session, but that responsive documents likely do not exist for executive sessions.

RFP No. 5: The NRA understands this request as limited to statements in the possession or control of the NRA, or which are used by the NRA to disseminate messaging by NRA officers or employees, and does not require a search of personal social media accounts of NRA employees, members or board members. In that regard, to the extent that the NRA already maintains documents reflecting such statements, the NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents, but the NRA will not endeavor to gather such information in the public domain.

RFP No. 6: The NRA understands that this request is intended to capture official social media accounts operated by the NRA or any officer or director of the NRA acting in their official capacity. For example, this request would capture an official NRA social media account in the name of Wayne LaPierre in his capacity as EVP of the NRA. This request does not seek documents concerning social media accounts held by any employee or director of the NRA in their personal capacities. In that regard, the NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents in connection with official NRA social media accounts of Wayne LaPierre, Carolyn Meadows, Charles Cotton, Cynthia Rowling, Willes Lee, Tyler Schropp and Joseph DeBergalis, with the understanding that the NYAG may request to supplement this request with the names of additional NRA officers or employees.

RFP No. 7: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents regarding payments made to Craig Spray, including by

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entities other than the NRA to the extent that such information is in the NRA's possession, custody, or control.

RFP No. 9: See above, point C.

RFP No. 10: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including documents, to the extent they exist, concerning payments made on the NRA's behalf by a third-party in connection with the NRA's bankruptcy proceeding.

RFP No. 16: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including in response to RFP No. 16(c), with regard to documents reflecting documents deemed by the NRA to be "whistleblower complaints" that may have been made outside of the NRA's formal whistleblower process that were brought to the attention of the NRA's senior management and/or board of directors, to the extent such documents exist.

RFP No. 17: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including documents reflecting payments in connection with the individuals listed in RFP No. 17. Such a search and production will include payments in connection with family members of Wayne LaPierre, Joshua Powell and Mildred Hallow, to the extent such documents exist.

RFP No. 18: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, regarding corporate credit cards maintained through the NRA Treasurer's Office, not limited to American Express corporate credit cards, to the extent such documents exist.

RFP No. 19: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including responsive documents reflecting reports, summaries and/or evaluations (including a monthly basis, if such documents exist) produced by the Financial Services Division and/or the Treasurer's Office, including such documents that may have been provided to the NRA's Board of Directors, the Audit Committee and/or the Finance Committee, to the extent such documents exist.

RFP No. 21: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including responsive documents reflecting payments regarding any payment, gift, gratuity, personal favor or entertainment with a retail price or fair-market value in excess of \$300 in each instance, including such payment, gift, gratuity, personal favor or entertainment made by any NRA vendor, to the extent such documents exist.

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RFP No. 25: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including responsive correspondence from the NRA to the IRS, as well as non-privileged internal communications concerning IRS correspondence, to the extent such documents exist.

RFP No. 29 and No. 30: See above, point A.

RFP No. 34: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including responsive communications, to the extent such documents exist.

RFP No. 38: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, but the NRA believes that a document search date range beginning in 1997 is unduly burdensome. With regard to RFP No. 38(a), (b), (c), (d), (e) and (h), the NRA will conduct a reasonably diligent search of available and accessible sources for a time period beginning on January 1, 2010.

RFP No. 39: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, for a time period beginning on January 1, 2010.

RFP No. 48: The NRA understands that the NYAG has agreed to narrow its definition of “volunteers” to Susan LaPierre, and will consider narrowing its list of relevant “Key Persons” and Board Members for whom it is demanding documents responsive to this RFP. The NRA agrees to obtain more detail as to how business and/or travel expense reports and submissions were maintained at the NRA during the relevant time period.

RFP No. 49: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, including communications with Gayle Stanford, to the extent such documents exist.

RFP No. 52: The NRA has objected to this RFP as overbroad and unduly burdensome on the ground that it seeks sensitive employment information unrelated to the issues in this case regarding individuals not party to this action. The NYAG has indicated that it would be willing to narrow the scope of this RFP to certain, specific departments within the NRA. The NRA requests that the NYAG do so, and will revisit this RFP with the NYAG at that time.

RFP No. 59: The NRA will conduct a diligent search of available and accessible sources for responsive, non-privileged documents as set forth in its Objections, to the extent such documents exist and are in the possession of the NRA. However, to the extent the RFP seeks personal calendars belonging to Mr. LaPierre that are in his possession, the NRA notes that he is a party in this action, and such requests should be directed to him.

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RFP No. 62: The NRA understands this RFP to be a “catch-all” request, and will produce responsive, non-privileged documents which it intends to use at trial, to the extent such documents have not previously been produced.

RFP Nos. 50, 51, 54 and 61 are still the subject of further inquiry by the NRA, and we hope to have further information regarding those RFPs as soon as possible.

Sincerely,

/s/ Sarah B. Rogers

cc: Stephen Thompson, Esq.
Emily Stern, Esq.
Jonathan Conley, Esq.
Mordecai Geisler

EXHIBIT D

THOMAS M. BUCHANAN

Partner

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September 17, 2021

VIA EMAIL

Svetlana M. Eisenberg
Brewer, Attorneys & Counselors
750 Lexington Ave., 14th Fl.
New York, NY 10022

Re: *Subpoena Duces Tecum*
People of the State of New York by Letitia James v. National Rifle Association of
America, Inc., Index No. 451625/2020 (Sup. Ct. N.Y. Cnty.)

Dear Svetlana:

This letter is in response to the multiple communications we have received from the NRA regarding the New York Attorney General's subpoena duces tecum served on Mr. Cox.

Cox first informed the NRA of the subpoena on August 20, 2021 and asked whether the NRA would be objecting or moving to quash. The NRA did not respond. Cox reminded the NRA of the subpoena on September 4, two days before the production was due, and only then did the NRA begin to object. Yet, the NRA's objections were not filed with the Court even though the NRA, as a party to the arbitration and the pending action, has standing to move to quash. Since the NRA first objected, Cox has provided the NRA an opportunity to review the proposed production and identify documents that needed to be redacted for privilege and First Amendment concerns consistent with his duties based on the Undertaking. He has also provided the NRA ample opportunity to formally move to quash the subpoena. Cox believes that he has fulfilled his obligations under the "Undertaking, the CPR Rules, the Settlement Agreement, and applicable law."

Per Cox's request, the NRA is supposed to inform Cox of the documents it allows to be produced by close of business on September 17. Cox will expeditiously produce those documents to the NYAG. As discussed below, Cox's interprets the applicable law to require production of arbitration related materials including motions, expert reports, briefs, and orders. However, if the NRA disagrees with Cox's interpretation of the law, then the NRA should notify Cox and move to quash the subpoena by September 24, 2021. If the NRA does not move to quash the subpoena, this amounts to a waiver given the ample notice that Cox has provided to the NRA. The NRA

cannot sit on its hands now, then later object given that it has plenty of notice of the subpoena and the pending production.

As the NRA noted in its September 5 letter, Rule 18 of the 2018 CPR Non-Administered Arbitration Rules that governed the arbitration provides:

Unless the parties agree otherwise, the parties, the arbitrators and CPR shall treat the proceedings, any related discovery and the decisions of the Tribunal, as confidential, except in connection with judicial proceedings ancillary to the arbitration, such as a judicial challenge to, or enforcement of, an award, and *unless otherwise required by law* or to protect the legal right of a party. (emphasis added).

The NYAG's subpoena satisfies the exception to Rule 18's general confidentiality requirement that permits disclosure of confidential information if "otherwise required by law." New York law requires that parties served with a subpoena comply with the terms of the subpoena, and a party that fails to comply with a subpoena may be held in contempt of court. *See* CLPR 2308(a). Case law supports this understanding. *See, e.g. Gotham Holdings, LP v. Health Grades, Inc.*, 580 F.3d 664, 665 (7th Cir. 2009) ("even if the [confidentiality] agreement had purported to block disclosure [pursuant to a subpoena], such a provision would be ineffectual. Contracts bind only the parties. No one can 'agree' with someone else that a stranger's resort to discovery . . . will be cut off."); *see also Bailey v. Equifax Credit Info. Servs., Inc.*, 2014 WL 12861571, at *2 (N.D. Ga. Sept. 10, 2014) (same). Indeed, a "subpoena impose[s] . . . a legal duty" to produce documents, which means "they [can] be produced without any violation" of CPR confidentiality rules. *Veleron Holding, B.V. v. Stanley*, 2014 WL 1569610, at *5 (S.D.N.Y. Apr. 16, 2014).

Cox also believes that a New York Court would compel Cox to comply with the NYAG's subpoena because the NYAG brought suit under its powers to enforce New York's charitable organization laws. This situation is similar to *State ex rel. Balderas v. ITT Educ. Servs., Inc.*, 421 P.3d 849 (N.M. Ct. App. 2018). There, the State of New Mexico served subpoenas on two attorneys who had represented students in prior arbitration proceedings against their college during an investigation under the state's Unfair Practices Act. *Id.* at 851. The school objected to the subpoenas, arguing that the disclosure would violate the confidentiality clauses of students' enrollment agreements, which required that "[a]ll aspects of the arbitration proceeding. . . will be strictly confidential," and that there was "a public interest in keeping arbitration proceedings confidential." *Id.* at 851–52. The court concluded that the confidentiality provision was unenforceable as a matter of public policy, holding that "it would be contrary to public policy to allow [the school] to use the confidentiality clause . . . to shield itself from the State's investigation and litigation authorized under [a statute]." *Id.* at 855. The Court would reach the same result here.

Cox does not believe that the cases cited in your September 5 letter compel a different result. Although *Pasternak v. Dow Kim*, 2013 WL 1729564 (S.D.N.Y. Apr. 22, 2013)¹ addresses

¹ *Pasternak* also supports production here because the NRA waived confidentiality when it requested that Cox produce all the arbitration filings to counsel for the Creditor's Committee. The NRA cannot waive confidentiality whenever it

CPR Rule 18, a more recent case in the Southern District reached the opposite conclusion when addressing nearly identical arbitration rules. In *Veleron Holding, B.V. v. Stanley*, the court made it very clear that parties “are not free to immunize materials that are relevant to some other dispute from disclosure in connection with a wholly separate dispute resolution proceeding.” 2014 WL 1569610, at *8. There, a non-party to an arbitration obtained via subpoena confidential documents from an arbitration with rules very similar to the CPR rules. *Id.* at *3. The court concluded that otherwise confidential information can still be disclosed when “for example . . . a party is under legal duty to disclose materials and documents[.]” *Id.* at *4. The court further concluded that “[n]o American court of which I am aware would ever accept that a party to an arbitration was shielded by rules . . . from producing documents or evidence in an American lawsuit pursuant to . . . subpoena.” *Id.* at *8. Indeed [the party’s] production of the [award] pursuant to a discovery subpoena duly served in accordance with the Federal Rules of Civil Procedure stands as Exhibit A for that proposition; BNP was a party to the [] Arbitration and is bound by the rules of that Tribunal, yet it could be and was compelled to produce to Morgan Stanley an award that is ‘confidential’ under [the] rules.” *Id.*

Cox plans to expeditiously produce all documents that the NRA agrees he may produce on September 17. Cox will allow the NRA another week to move to quash if the NRA truly believes that the subpoena is not valid and cannot compel the production of certain categories of documents. However, if the NRA has not moved to quash by September 24, then Cox has no choice but to produce the documents based on the applicable law. The NRA’s inaction risks putting Cox at risk of violating a valid subpoena. If the NRA believes it has a legal basis to quash, then it must do so promptly.

Sincerely,

/s/ Thomas M. Buchanan

Cc: Emily Stern, James Sheehan, Erica James, Monica Connell

benefits the NRA and then insist on confidentiality later and force Cox to incur the risk of being held in contempt. “Where a party voluntarily discloses privileged documents to an adversary in one proceeding, it cannot withhold the same documents on the basis of privilege in a subsequent proceeding, even if that subsequent proceeding involves a different adversary.”). 2013 WL 1729564 at *5 (quoting *Chevron Corp. v. Salazar*, 275 F.R.D. 437, 445 (S.D.N.Y. 2011)).

EXHIBIT E

B R E W E R
ATTORNEYS & COUNSELORS

September 5, 2021

VIA ELECTRONIC MAIL

Thomas M. Buchanan
Winston & Strawn LLP
1700 K. Street, N.W.
Washington, DC 20006-3817

***Re: Subpoena Duces Tecum
People of the State of New York by Letitia James v. National Rifle Association
of America, Inc., Index No. 451625/2020 (Sup. Ct. N.Y. Cnty.)***

Dear Mr. Buchanan:

As you know, we represent the National Rifle Association of America (“NRA”) in the above-referenced action (the “Action”). We write regarding the New York Attorney General’s (the “NYAG”) Subpoena Duces Tecum, dated August 17, 2021 (the “Subpoena”) served on your client, Christopher Cox, in the Action.

Reference is made to the Undertaking, executed by Mr. Cox on February 24, 2020, and by you on March 3, 2020 (the “Undertaking”), in connection with the arbitration proceedings initiated by Mr. Cox against the NRA (the “Arbitration”). Pursuant to the Undertaking, Mr. Cox and you undertook, among other things:

- I will not allow any third party to use any discovery materials produced to me by the NRA in these proceedings without the express written consent of the NRA. (Undertaking at p. 1, ¶ 3); and
- In the event that a third party requests any discovery materials produced to me by the NRA in these proceedings, I will not provide, produce, or otherwise share any such discovery materials without first allowing the NRA to review any such materials for responsiveness and any necessary redactions in order to protect the legal privileges of the NRA or its Board and the First Amendment rights of the NRA and its members and donors. (*Id.* at ¶ 5).

Further, pursuant to the Undertaking, Mr. Cox acknowledged and undertook, and undertook to instruct counsel accordingly, in relevant part that “to the extent the NRA produces to me or my counsel discovery materials that are protected by the attorney-client privilege, the attorney work product doctrine, or any other privilege”:

- The NRA and/or its Board of Directors is not waiving any applicable privileges pertaining to any such discovery materials, and the NRA's production to me of

September 5, 2021

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- such discovery materials shall not be deemed to constitute waiver of any applicable privileges as to me or any other entity or individual. (Undertaking at p. 1, ¶ 1)
- In the event that a third party requests any such privileged discovery materials produced to me by the NRA in these proceedings, I acknowledge that I do not have, and never had, the authority to waive any applicable privileges on behalf of the NRA or its Board of Directors and I will not produce such documents to the requesting third party without first allowing the NRA to review any such material for responsiveness and any necessary redactions in order to protect the legal privileges of the NRA or its Board and the First Amendment rights of the NRA and its members and donors. (*Id.* at p. 2, ¶ 2).
 - I understand that the foregoing applies to any discovery materials that are potentially privileged that are produced to me by the NRA in response to my discovery requests in the aforementioned arbitration proceedings. (*Id.* at p. 2, ¶ 4).

In addition, Rule 18 of the 2018 CPR Non-Administered Arbitration Rules as applicable in the Arbitration (the “CPR Rules”) provides:

Unless the parties agree otherwise, the parties, the arbitrators and CPR shall treat the proceedings, any related discovery and the decisions of the Tribunal, as confidential, except in connection with judicial proceedings ancillary to the arbitration, such as a judicial challenge to, or enforcement of, an award, and unless otherwise required by law or to protect a legal right of a party.



Indeed, as a matter of law, documents and communications produced by the NRA to Mr. Cox in the Arbitration remain confidential and must be protected from production to the NYAG, which was not a party to the Arbitration. *See, e.g., Those Certain Underwriters at Lloyds, London v. Occidental Gems, Inc.*, 41 A.D.3d 362 (1st Dep’t 2007) (“The motion court also properly rejected the Special Referee’s recommendation that respondent produce documents and testimony from a confidential arbitration proceeding in Belgium, to which Occidental was not a party.”); *Pasternak v. Dow Kim*, 2013 WL 1729564 (S.D.N.Y. 2013) (motion to compel compliance with non-party subpoena denied when parties to a CPR arbitration agreed to treat the arbitration as confidential under Rule 18 of the CPR Rules, and court held that “[n]othing in the rules or any case law of which the Court is aware permits a non-party to a confidential arbitration to obtain materials from that arbitration . . . [the] subpoena, if enforced, would effectively require the Court to ignore the rules that governed the Dukhon Arbitration. The Court is not willing to do so.”) (citing, *inter alia*, *Occidental Gems, Inc.*).

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The foregoing obligations incumbent upon Mr. Cox are in addition to his pre-existing obligations to maintain the confidentiality of the NRA's privileged documents and communications by virtue of his status as a former officer of the NRA.

Pursuant to Mr. Cox's obligations under the Undertaking, the CPR Rules, [REDACTED], and applicable law, the NRA hereby demands that Mr. Cox provide the NRA with any document production anticipated to be made in response to the Subpoena for review by the NRA prior to such production. The NRA will undertake to review the anticipated production expeditiously for documents protected by the attorney-client privilege, by the work product doctrine or those documents protected by the parties' confidentiality obligations in the Arbitration. See CPLR 3101(b)-(c); *Application of Dauer*, 237 A.D.2d 228 (1st Dep't 1997) (denial of motion to quash subpoena served on non-party insurance company which was former employer of individual defendant modified "to protect attorney-client confidences and attorney work product that might have been generated as a result of regulatory and other legal matters involving the individual defendant"); *In re Ehmer*, 272 A.D.2d 540, 541 (2d Dep't 2000) (information sought from nonparties through subpoena would be protected from disclosure if they "impermissibly tread upon attorney-client privilege or involve attorney work product").

Finally, the NRA notes that a confidentiality order has not yet been issued by the Court in the Action. The NRA requests that, under any circumstance, Mr. Cox refrain from producing confidential documents to the NYAG until such a confidentiality order is in place. Furthermore, the NRA requests that, if such a production is made, any confidential documents be given a stamp identifying them as confidential.

Please call me should you have any questions.

Sincerely,

/s/ Svetlana M. Eisenberg

Svetlana M. Eisenberg