

## **EXHIBIT 5**

**From:** [Mordecai Geisler](#)  
**To:** [Thompson, Stephen](#)  
**Cc:** [Conley, Jonathan](#); [James, Erica](#); [Connell, Monica](#); [Stern, Emily](#); [William Brewer](#); [Sarah Rogers](#); [Svetlana Eisenberg](#); [Brooke Burschlag](#); [David Partida](#)  
**Subject:** People of the State of New York v National Rifle Association of America, et al.  
**Date:** Friday, September 17, 2021 9:36:38 PM  
**Attachments:** [327-2021-07-26- Exhibit 1 to Letter re confidentiality order.pdf](#)

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Stephen:

I write to follow up on the meet and confer earlier today.

First, with regard to the NYAG's subpoena to Mr. Cox, we ask you to identify the specific of the CPLR and/or other law pursuant to which you seek these records.

Second, the NRA does not object to Mr. Cox's production of any underlying historical documents in his possession as long as: (i) the OAG agrees to maintain them pursuant to the attached confidentiality terms which have been proposed by the NRA to the Court; (ii) before the production, the NRA may review them for attorney-client privilege and attorney work product; and (iii) the NRA may redact for information identifying its donors or supporters whose identity is not publicly known.

However, the NRA continues to believe that the arbitration-related materials the OAG seeks—save for any underlying historical documents referred to above—are protected from disclosure pursuant to the cases cited in the NRA's letter dated September 5, 2021, to Mr. Cox. We received the citation to the First Department case that you alluded to on the call and will evaluate it over the weekend and advise you if it changes the NRA's position. In any case, we are willing to seek the Court's guidance with regard to this issue (whether submissions, disclosures, and rulings from and resolution of a confidential arbitration proceeding are discoverable pursuant to a subpoena) on Thursday, September 23, 2021. We note that the NRA possesses the same records as the records that you seek from Mr. Cox, and the issues related to the discoverability of confidential arbitration-related materials can be litigated if necessary and resolved in the context of a discovery dispute between the parties in the case. The confidential arbitration-related materials are either protected in whole or in part from disclosure whether the OAG seeks them from the NRA or from Mr. Cox. *See, e.g., Those Certain Underwriters at Lloyds, London v. Occidental Gems, Inc.*, 41 A.D.3d 362 (1st Dep't 2007).

Finally, with regard to production of documents, generally, the NRA is prepared to produce documents in the absence of a confidentiality order subject to the same condition set forth above, i.e. that the documents be treated under the provisions of the confidentiality terms which have been proposed by the NRA to the Court, as attached. Please let us know your position in this regard.

Regards,

**Mordecai Geisler | Counsel**  
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