

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

**SUBPOENA
DUCES TECUM
and AD
TESTIFICANDUM**

Hon. Joel M. Cohen

The People of the State of New York

To: Susan LaPierre

GREETINGS:

YOU ARE HEREBY COMMANDED, pursuant to the laws of the State of New York,
that all business and excuses being laid aside, to:

- a. Produce to the office of the New York State Attorney General, Letitia James,
Attention: Jonathan Conley, 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 entities that you own
or control in whole or in part. Your production of documents in response to this
subpoena may be submitted by mail or electronic mail provided it is received by
January 31, 2022, or any agreed upon adjourned date thereafter.
- b. Appear at the Office of the National Rifle Association of America, 11250 Waples
Mill Road, Fairfax, Virginia 22030, on **February 4, 2022**, at 10:00 am, or at such
other date, time, or location as agreed to by Susan LaPierre and the Plaintiff.

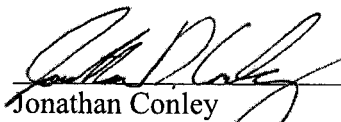
PLEASE TAKE NOTICE that such disclosure is sought or required because it is
relevant and material to the prosecution of this action.

PLEASE TAKE FURTHER NOTICE that this deposition will be recorded stenographically and videotaped.

PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by (1) 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 or (2) failing to provide testimony at the date, time and place stated above or at any agreed adjourned date, may subject you to prosecution under New York law.

Dated: January 5, 2022

By:


Jonathan Conley
Assistant Attorney General
Charities Bureau, Enforcement Section
New York State Attorney General's Office
28 Liberty Street
New York, New York 10005
(212) 416-8108

SO ORDERED:


Hon. Joel M. Cohen, J.S.C.

(without prejudice to considering objections
to specific requests)

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**.
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 Certification sworn in the form of an affidavit. In accordance with CPLR 3211-a, this Certification must be subscribed by You or another qualified witness charged with the responsibility for maintaining the records, stating in substance that (a) You are the duly authorized custodian or other qualified witness and have the authority to make the certification; (b) to the best of Your knowledge, after reasonable inquiry, the records or copies thereof are accurate versions of the documents described in this subpoena that are in Your possession, custody, or control; (c) to the best of Your knowledge, after reasonable inquiry, the records or copies produced represent all the documents described in this subpoena, or if they do not represent a complete set of the documents subpoenaed, an explanation of which documents are missing and a reason for their absence is provided; and (d) the records or copies produced were made by the personnel or staff of the business, or persons acting under their control, in the regular course of business, at the time of the act, transaction, occurrence or event recorded therein, or within a reasonable time thereafter, and that it was the regular course of business to make such records.
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. "Ackerman McQueen" or "AMc" shall mean Ackerman McQueen, Inc. together with (i) any of its current or former 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.
2. "Action" shall mean the above-captioned state enforcement proceeding, *People v. NRA, et al.*, Index No. 451625/2020 (Sup. Ct. N.Y. Cnty.)
3. "All" shall mean "each and every."
4. "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.
5. "Any" shall mean "any and all."
6. "Communications" shall refer to any oral, written, in person, or any other form of relay, transmission, or transference of information by any means whatsoever including but not limited to by way of mail, computer, telephone, cellular or mobile phone, voice mail, email, radio, video, sound recordings, television, telefax, telex, social media, or any other medium.
7. "Complaint" shall mean the operative complaint in the Action.
8. "Concerning" or "relating to" shall mean concerning, relating to, referring to, reflecting, 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. "Entity" means without limitation any corporation, company, limited liability company or corporation, partnership, limited partnership, association, or other firm or similar body, or any unit, division, agency, department, or similar subdivision thereof.
11. "Executive" means any current or former officer, owner, principal, director, employee, representative, consultant, volunteer, and/or agent of the referenced Entity.
12. "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.
13. "McKenzies" shall mean David Stanton (also known as David McKenzie), Laura Stanton (also known as Laura McKenzie), and/or Elizabeth Stanton, together with any directors, officers, agents, employees, consultants, representatives, attorneys, and other Persons acting on his/her/their behalf. The term "McKenzies" also encompasses any Entities owned or controlled in whole or in part by David Stanton, Laura Stanton, and/or Elizabeth Stanton.
14. "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.

15. "Person" shall mean any natural person or entity, including any corporation, company, limited liability corporation or company, partnership, limited partnership, association, or firm.
16. "Travel Service Provider" shall mean any Entity 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. For purposes of this subpoena, Travel Service Providers include but are not limited to the following Entities are: GS2 Enterprises, I.I. & I.S., Inc., Corporate America Aviation, Inc., Ready to Roll Transportation, Inc., FROSCHE International Travel, LLC, Travel Registry, Inc., Direct Travel (formerly known as MacNair Travel, Inc.), and ABC Limousine, Inc.
17. "WBB Investment" shall mean the NRA and AMc's search for and potential acquisition of real estate in Dallas, Texas, in 2018. This term shall be broadly construed to cover the facts and circumstances surrounding the formation of WBB Investments, LLC; discussions between and among AMc Executives and NRA Executives relating to the search for and potential acquisition of real estate; the search and consideration of different Dallas properties between May and June 2018; and the decision to not complete the acquisition.
18. "Women's Leadership Forum" or "WLF" means the NRA's Women's Leadership Forum together with any of its directors, officers, employees, agents, consultants, volunteers, members, representatives, attorneys, and other persons acting on its behalf.
19. "You" or "Your" shall mean Susan LaPierre.
20. The singular form of any word shall include the plural and vice versa.
21. Any word used but not defined herein shall be construed consistently with its common meaning.

C. Documents to be Produced

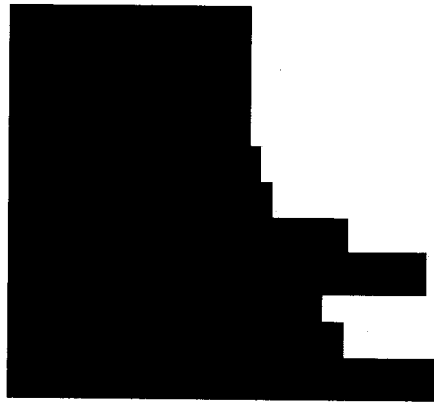
1. All Documents relating to Your position as a NRA volunteer, including, but not limited to, all Documents relating to your role in the organization; performance evaluations; individuals whom you supervised; expenses, payments, or reimbursements you received, requested, or authorized in connection to your volunteer work for the NRA; and all Documents relating to your training, benefits, changes in title, and/or duties.
2. All Documents relating to expenses and contributions generated by the Women's Leadership Forum, including, but not limited to:

- a. all Documents concerning any metrics comparing WLF-related expenses with WLF-related revenue;
 - b. all Documents concerning any WLF-related fundraising goals the tracking thereof;
 - c. all Documents relating to funds paid, attributed to for fundraising purposes, donated or transferred to the WLF from the NRA or NRA-related entities;
 - d. all Documents relating to the roles of Jennifer Krempin Bridgman, Jennifer Craig-Brewster, Megan Allen, Addie Crimmins, Callie Davis, Mary Beth Mallus, Janet Nyce, and Suzie Brewster, including any contracts or agreements relating to their positions in the NRA;
 - e. all Documents relating to the organizational structure of the WLF, including Documents specifying the allocation of authority, accountability, and responsibility within the WLF;
 - f. all Documents relating to costs incurred directly or indirectly by the NRA for WLF events or meetings, including lodging, travel, and entertainment expenses;
 - g. Documents sufficient to identify all salaried WLF Executives, or those who have a consulting arrangement with the NRA;
 - h. all Documents reflecting an evaluation of the WLF's effectiveness; and
 - i. all Documents reflecting the projected or actual budget of the WLF.
3. All Documents relating to the NRA's decision to hire and use the services of Colleen Sterner.
4. All Documents relating to services You provided to the NRA. This request includes any services you arranged on behalf of or for the benefit of the NRA.
5. All Documents relating to Your IRS tax returns for fiscal years 2015 to 2020.
6. All Documents relating to expenses directly or indirectly incurred by the NRA at your request or for your benefit. For the avoidance of doubt, this request includes travel-and-entertainment expenses, such as expenses for lodging and black-car services. It also includes any expenses incurred by current or former NRA vendors at your request or for your benefit, as well as any expenses incurred by You or at Your direction that were later reimbursed by the NRA.
7. All Documents relating to the McKenzies, including but not limited to:
 - a. All Documents relating to Associated TV or Crime Strike;

- b. All Documents relating to the use of boats (including yachts or any other type of sea-faring vessel) or properties owned in whole or in part by the McKenzies by You, other NRA Executives, or Your family members from 2011 to the present
 - c. All Communications between You and the McKenzies relating to the NRA, NRA Executives, NRA business, Wayne LaPierre, or travel plans concerning You, Wayne LaPierre, or Your family or friends; and
 - d. All Documents relating to social or professional events or meetings organized, sponsored, hosted, or paid for in whole or in part by the McKenzies from 2011 to the present. This request includes without limitation celebrity events organized, sponsored, or hosted by the McKenzies at Paradise Island in the Bahamas. This request also includes any events, trips, or travel organized or paid for (in whole or in part) by the McKenzies for NRA Executives, You, Wayne LaPierre, or Your family or friends.
- 8. All Documents relating to the need for security and any security costs for You or Wayne LaPierre, including but not limited to any security assessments, reports, or policies relating to the provision of security services for You or Wayne LaPierre. This request also includes all Communications between You and NRA Executives relating to the need for security or security costs for You or Wayne LaPierre.
 - 9. All Documents relating to Under Wild Skies, Mercury Group, Anthony "Tony" Makris, Shikar Safari Club International Foundation, Safari Club International, Shikar Safari Club International, Dallas Safari Club, International Order of St. Hubertus, and Gordon White Worldwide Safaris.
 - 10. All Documents relating to expenses incurred by the NRA or AMc at your direction or for your benefit with respect to meetings, shows, or events organized by the Firearm Industry Trade Association, Shikar Safari Club International, Dallas Safari Club, and Safari Club International.
 - 11. All Documents relating to NRA Country, Lou Raiola, Morgan Mills Music, Monarch Publicity, PassCode Creative, WarpSpeed Experiences, Ripple Effect Outdoors, WarpSpeed, Inc., Rich Entertainment Touring, Inc., and Webster Public Relations.
 - 12. All Documents relating to NRA Sports, Henry Aviation, Speedway Motor Sports, LLC, DI Marketing, Veritas Management, SMISC Holdings, Inc., and any other entity owned or operated, in whole or in part, by Braun Smith.
 - 13. All Documents relating to safaris or international trips taken by You and Wayne LaPierre that were paid, in whole or in part, by the NRA, AMc, Associated TV, the McKenzies, Under Wild Skies, Anthony "Tony" Makris, or any other current or former NRA vendor.
 - 14. All Communications between You and WLF Executives relating to the purchase of gifts that were paid directly or indirectly by the NRA for NRA Executives, the McKenzies, Executives of any current and former NRA vendors, or Your family members or friends.

15. All Communications between You and Gayle Stanford or other Travel Service Provider relating to services directly or indirectly paid for by the NRA.
16. All Communications between You and NRA Executives relating to facts alleged in the Complaint. For the avoidance of doubt, Wayne LaPierre and Colleen Sterner are NRA Executives for the purpose of this subpoena.
17. All Documents concerning 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.
18. All Documents concerning any whistleblower communications or complaints relating to the acts (or alleged acts) of NRA Executives.
19. All Documents, relating to the election of NRA Board members, the selection or consideration of nominees for the NRA Board, advertisements or campaigning for NRA Board elections, and the assignment of committees for NRA Board members, including, without limitation, Documents concerning the involvement of You, Wayne LaPierre, Mildred "Millie" Hallow, or any individuals affiliated with the NRA (including NRA Executives and members of the NRA Members' Councils of California) in the Board election, nomination, and committee assignment processes.
20. All Documents concerning Lt. Colonel Oliver North's appointment as NRA President, including, without limitation, any Communications related to AMc's hiring of or payments to Mr. North.
21. All Communications between You and Bradley O'Leary relating to the NRA, NRA Executives, Membership Marketing Partners, the McKenzies, Associated TV, or facts alleged in the Complaint.
22. All Communications between You and any current or former members of the NRA Board.
23. All Communications between You and Executives of current or former NRA vendors relating to the WLF, YFT, NRA fundraising strategy, or NRA business.
24. All Communications between or among You, NRA Executives, or AMC Executives relating to the WLF, YFT, or sponsorships.
25. All Documents relating to clothing purchases for Wayne LaPierre at Ermenegildo Zegna.
26. All Documents relating to the NRA's sponsorship of the Washington Football Team (formerly known as the Washington Redskins) or the NRA's Owners Club Suite at FedEx Field, including but not limited to All Documents relating to the purchase or use of the NRA's Owners Club Suite.
27. All Documents and Communications relating to the business purposes and actual activities undertaken by You, Wayne LaPierre, Colleen Sterner, or Your family members during travel paid for or reimbursed at any time by the NRA, including but not limited to

your Communications with or among NRA Executives during the time periods set forth in Schedule A. This request includes, but is not limited to, any calendars, day planners, agendas, itineraries, and other Documents reflecting the business purpose or actual activities of You, Wayne LaPierre, and Colleen Sterner during the applicable periods; and all applicable text messages and other electronically-stored information sent or received on the mobile phones or electronic devices associated with the following phone numbers and email accounts:



For the avoidance of doubt, this request does not seek photographs of WLF events or functions.

28. All Communications between You and Vanessa Shahidi, Patti Steinmetz, Andra Fischer, Andrew Arulanandam, Nader Tavangar, Mildred "Millie" Hallow, Chris Cox, Lt. Col. Oliver North, Wilson "Woody" Phillips, Joshua Powell, John Frazer, Angus McQueen, Revan McQueen, Brandon McQueen, Melanie Montgomery, William "Bill" Winkler, Anthony "Tony" Makris, Tom Kilgannon, Graham Hill, Hayley Holmes, Danielle Gregory, Lacey Duffy Cremer, Steve Hart, or Chris Kinney.
29. All Documents relating to services provided by Debby Dover or Brady Wardlaw at the request or for the benefit of You, AMc, YFT, or the NRA.
30. To the extent not responsive to Document Request 29, all Documents relating to makeup, spa, salon, photography, or wardrobe expenses directly or indirectly paid by the NRA or AMc at your request or for your benefit.
31. All Documents relating to the WBB Investment. This request includes without limitation:
 - a. All Documents relating to Dallas properties that You and/or Wayne LaPierre visited with a realtor between April and June 2018;
 - b. All Documents relating to meetings and discussions with AMc Executives or NRA Executives about the search for or potential acquisition of Dallas real estate in 2018; and
 - c. All Communications between or among You, Amy Detwiler, AMc Executives, or NRA Executives relating to the search for or potential purchase of Dallas real estate in 2018.

For the sake of clarification, this request includes all text messages, emails, voicemails, photographs, and other electronically-stored information relating to the WBB Investment.

Schedule A

- 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

- **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
 - 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' |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 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.e., 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.e., 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 >; ... |
| 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 | |

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

Hon. Joel M. Cohen

Certification of Business RecordsState of _____)
) ss.:
County of _____)

_____, being duly sworn, deposes and says:

1. I am the duly authorized custodian or other qualified witness of the business records of _____. I am familiar with the business practices and procedures of _____ and have the authority to make this certification.

2. To the best of my knowledge, after reasonable inquiry, the records produced in response to the subpoena are accurate versions of the documents described in the subpoena *duces tecum* that are in my possession, custody or control.

3. To the best of my knowledge, after reasonable inquiry, the records represent all the documents described in the subpoena *duces tecum* except that the following documents are missing for the reason stated:

4. The records produced were made by the personnel or staff of the business, or persons acting under their control, in the regular course of business, at the time of the act, transaction, occurrence or event recorded therein, or within a reasonable time thereafter, and it was the regular course of business to make such records.

Signature

Title

Printed Name

Sworn to before me this ____

day of _____, 2021

Notary Public