

**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 §**

INDEX NO. 451625/2020

Plaintiff,

v.

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

Defendants.

**DEFENDANT THE NATIONAL RIFLE ASSOCIATION OF AMERICA'S
RESPONSES AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Pursuant to Article 31 of the New York Civil Practice Law and Rules (the “CPLR”) and the Rules of the Commercial Division of the Supreme Court of the State of New York (the “Commercial Division Rules”), Defendant the National Rifle Association of America (the “NRA”) hereby responds and objects to the First Set of Requests for Production of Documents served by Plaintiff in the above-captioned action (the “Requests” and each, a “Request”) as follows:

GENERAL OBJECTIONS

Each of the following General Objections is incorporated as an objection to each document request, whether or not specific reference to it is made.

1. The NRA objects to the Requests on the grounds and to the extent that they are vague and ambiguous, are overbroad or unduly burdensome, seek information that is not relevant

to the claim or defense of any party to this action nor reasonably calculated to lead to the discovery of admissible evidence, or attempt to impose any burdens inconsistent with or in addition to the obligations under the CPLR, the Commercial Division Rules, this Court's local rules, or any other applicable law.

2. The NRA objects to the Requests on the grounds and to the extent that they seek information available from a more convenient source or through other means of discovery that are more convenient, more efficient, and more practical, including interrogatories or depositions, and/or seek information that is publicly available or otherwise as readily obtainable by the OAG as the NRA.

3. The NRA objects to the Requests on the grounds and to the extent that they seek information outside of the NRA's possession, custody, or control, including documents already in the possession of the OAG or to which the OAG has equal or greater access.

4. The NRA objects to the Requests to the extent that they seek the production of documents protected from discovery by the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA responds to the Requests without waiving or intending to waive, but rather preserving and intending to preserve, any applicable privilege or immunity. Any inadvertent production of any privileged documents shall not be deemed to constitute a waiver of the attorney-client privilege, the work product doctrine, and/or any other applicable privilege, immunity, or protection. The NRA reserves the right to request the return of any privileged document that is inadvertently produced.

5. The NRA objects to the Requests to the extent that they purport to call for personally identifying information pertaining to NRA donors, and/or similar information protected from disclosure by the First Amendment of the United States Constitution. Moreover, the NRA

reserves the right to redact information identifying its donors or members to the extent their support for the NRA is not publicly known. In addition, in the event that the NRA produces any records without such redactions, such production is inadvertent and shall not constitute a waiver of any applicable privileges or protections. The NRA reserves the right to request the return or destruction of any documents or information inadvertently produced. The NRA is available to confer with your office regarding specific instances of the foregoing.

6. The NRA objects to the Requests on the grounds and to the extent that they seek documents containing confidential commercial, business, financial, proprietary, or competitively sensitive information, donor-related information, documents tending to identify whistleblowers, and/or or documents that are subject to non-disclosure agreements or confidentiality undertakings. The NRA will produce such documents following the entry of an appropriate protective order. To the extent that the Requests seek documents whose disclosure is limited by confidentiality or protective orders in other proceedings, the NRA will seek to produce such documents in accordance with the terms of such orders.

7. The NRA objects to the Requests on the grounds and to the extent that they argue legal premises or purport to call for legal conclusions. Any production by the NRA shall not be construed as providing a legal conclusion regarding the meaning or application of any terms or phrases used in the Requests, definitions, or instructions.

8. The NRA objects to the Requests on the grounds and to the extent that they seek expert materials that either are protected from disclosure or are not yet required to be disclosed.

9. The NRA objects to the definition of “NRA,” “You,” “Your,” and “NRA Affiliated Entities” as vague, ambiguous, indeterminable, overbroad, and unduly burdensome to the extent

that they purport to encompass all “agents . . . consultants, representatives, attorneys, and other persons acting [] behalf” of each respective entity over a multi-year period. For purposes of its response to the Requests, the NRA construes “NRA,” “You,” and “Your” to mean the National Rifle Association of America, along with its officers, directors, and employees. Similarly, the NRA construes “NRA Affiliated Entities” to mean the NRA Freedom Action Foundation, Inc., the NRA Foundation, Inc., the NRA Civil Rights Defense Fund, the NRA Special Contribution Fund d/b/a the Whittington Center, and/or Sea Girt LLC, along with each entity’s respective officers, directors, and employees.

10. The NRA objects to the definitions of “Ackerman McQueen” and “AMc” on the grounds that they are vague, ambiguous, and overbroad to the extent they include persons or entities that are not Ackerman McQueen, Inc. and/or Mercury Group, Inc., or persons acting on behalf of the foregoing.

11. The NRA objects to the definition of “Aronson” on the grounds that it is vague, ambiguous, and overbroad to the extent they include persons or entities that are not Aronson LLC, or persons acting on behalf of the foregoing.

12. The NRA objects to the definition of “Associated TV” on the grounds that it is vague, ambiguous, and overbroad to the extent they include persons or entities that are not Associated Entertainment Releasing DBA Associated Television International, or persons acting on behalf of the foregoing.

13. The NRA objects to the definition of “Brewer” on the grounds that it is vague, ambiguous, and overbroad to the extent they include persons or entities that are not Brewer Attorneys & Counselors, or persons acting on behalf of the foregoing.

14. The NRA objects to the definitions of “concerning” and “relating to” as vague, ambiguous, and overbroad to the extent that they encompasses materials that relate only indirectly to a particular subject, and therefore may be unduly voluminous, irrelevant, and not readily identifiable by the NRA.

15. The NRA objects to the definition of “Identify,” as used in reference to Documents on the grounds that it is vague and ambiguous and requires the NRA to formulate new information or records rather than produce existing tangible materials. The NRA further objects to the definition on the grounds that it is overbroad and unduly burdensome and seeks information not authorized by requests for production, including listing(s) of Documents and multiple categories of information relating to each Document. The NRA further objects to the definition on the grounds that it requests information that should be the subject of interrogatories and seeks to circumvent the limitation on the number of interrogatories set forth in the Commercial Division Rules.

16. The NRA objects to the Instructions to the extent that they impose obligations on the NRA inconsistent with or greater than the obligations under the CPLR, the Commercial Division Rules, this Court's local rules, or any other applicable law, including, without limitation: (i) an obligation that the NRA produce all documents in their “original” electronic format where TIFF images accompanied by metadata would be more efficient; (ii) an obligation to identify, and provide multi-part, interrogatory-style responses describing, documents no longer in the NRA’s possession; and (iii) an obligation to provide privilege log entries or privilege placeholders exceeding, or different from, the categorical privilege log format preferred pursuant to the Commercial Division Rules.

17. The NRA objects to the Instructions and the Requests to the extent that they purport to require the NRA to gather, review, and produce documents in the possession of third parties, particularly to the extent that the Instructions and Requests purport to: (i) require a voluminous collection and review of documents possessed by outside litigation counsel concerning the subject matter of this litigation; and/or (ii) require burdensome, cumulative, and duplicative collection and production of documents separately produced, slated to be produced, or expected to be produced by third parties pursuant to third-party subpoenas.

18. The NRA objects to the Instructions as unduly burdensome to the extent that they purport to impose a continuing production obligation, particularly an ongoing obligation to search for and produce voluminous electronically stored information (“ESI”).

19. The NRA’s investigation is ongoing, and it reserves the right to amend, modify, and/or supplement these Responses and Objections. Irrespective of whether the NRA produces documents, the NRA reserves the right to revise, correct, supplement, or clarify the content of these Responses and Objections and to object to further discovery in this action. The NRA’s responses reflect only the current state of its knowledge or information regarding the documents requested. Further investigation may identify additional facts or information that could lead to additions and/or changes to these Responses and Objections.

20. Any response to any request indicating that the NRA will produce responsive documents shall not be construed as an admission that such responsive documents exist. Such responses indicate only that the NRA will make a reasonably diligent search for responsive documents and will produce responsive, non-privileged documents identified in that search.

21. Nothing contained in any response shall be deemed to be an admission, concession, or waiver by the NRA as to the relevance, materiality, or admissibility of any information or subject matter.

I.

SPECIFIC RESPONSES AND OBJECTIONS

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA refers to its objection letters served July 12, 2019 and December 30, 2019, with respect to the above-referenced subpoenas, and reincorporates the general and specific objections set forth therein. The NRA states that it substantially completed production of responsive, nonprivileged documents responsive to the foregoing subpoenas, as modified by the production parameters negotiated with the OAG. The NRA further objects to this Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as unduly burdensome, cumulative, and duplicative to the extent that it purports to reassert fifty-five (55) individual document requests served during the Investigation, several of which duplicate one or more of the sixty-two (62) document requests addressed herein. The NRA further objects to this Request to the extent that it purports to seek documents withheld as privileged during the Investigation. The NRA states that it is available to meet and confer with the OAG to determine whether reasonable production parameters can be negotiated in response to this Request.

REQUEST FOR PRODUCTION NO. 2:

All Documents supporting or refuting the allegations in the Complaint.

RESPONSE:

The NRA objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term “supporting or refuting the allegations in the Complaint.” Read facially, this Request encompasses several decades’ worth of allegations and purports to require the NRA to search for documents implicated in rumors, invective, and argumentative statements and legal conclusions. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as unreasonably cumulative and duplicative of other Requests herein. The NRA further objects to this Request to the extent that it constitutes a premature, *de facto* contention interrogatory. The NRA states that it will respond to appropriately tailored contention interrogatories, and will identify documents constituting its trial exhibits, at the at the appropriate time.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request as vague, ambiguous, indeterminable, overbroad and unduly burdensome with respect to the term “relating to;” read facially, this Request would require the NRA to search for all documents “indirectly . . . evidencing” any action of any of the referenced committees and would include (for example) all documents directly or indirectly evidencing the public affairs strategy of the NRA, a public advocacy organization. The NRA further objects to

the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist: (i) minutes and/or reports of meetings of the referenced committees; and (ii) materials presented to, prepared for, or considered at meetings of the referenced committees.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request as unduly burdensome to the extent that it purports to require the NRA to search for and produce documents which are publicly available, or otherwise can be obtained as readily by the OAG as by the NRA. The NRA further objects to this Request as vague, indeterminable, overbroad, unduly burdensome, harassing and improper with respect to the terms “made by You or on Your behalf,” “relating to,” and “allegations in the Complaint.” In light of the OAG’s expansive definition of “You,” this Request facially targets informal political speech by thousands of individuals not party to this Action and raises serious constitutional concerns. Subject to and without waiving the foregoing objections and General Objections, the

NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist, compilations or archives maintained by the NRA of its authorized public statements and/or media appearances concerning this Action and/or the Bankruptcy.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request as unduly burdensome to the extent that it purports to require the NRA to search for and produce documents which are publicly available, or otherwise can be obtained as readily by the OAG as by the NRA. The NRA further objects to this Request as vague, indeterminable, overbroad, unduly burdensome, harassing and improper with respect to the terms “You,” “Your,” and “formally or informally authorized.” In light of the OAG’s expansive definition of “You,” this Request facially targets informal political speech by thousands of individuals not party to this Action and raises serious constitutional concerns. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist, records sufficient to identify the official social media accounts of the National Rifle Association of America, the NRA Institute for Legislative Action, the NRA Foundation, the NRA Freedom Action Foundation, and the NRA Civil Rights Defense Fund.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as vague, indeterminable, and overbroad with respect to the term "paid by . . . other Persons;" for purposes of its Response, the NRA will construe this Request to reference compensation paid to Mr. Spray in consideration for his service to the NRA, and to exclude any compensation paid to Mr. Spray by other Persons with respect to activities or business ventures unrelated to the NRA. The NRA further objects to this Request to the extent that purports to call for legal conclusion(s) regarding Mr. Spray's termination. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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 of her retention.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 9:

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

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective

order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that it seeks documents irrelevant to the issues in this case. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA states that it is available to meet and confer with the OAG to determine whether reasonable production parameters can be negotiated in response to this Request.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the

burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term “fees paid on behalf of any other parties in interest in the Bankruptcy;” for purposes of its response, the NRA will construe this Request to encompass fees paid by the NRA. The NRA further objects to this Request as vague and argumentative with respect to the term “emergency Board meetings,” and vague and indeterminable with respect to the term “costs associated with;” for purposes of its response, the NRA will construe this Request to encompass meetings of the full NRA Board of Directors during the period from January 7, 2021, to April 28, 2021, along with expenses incurred by the NRA for venue rental, hotel accommodations, and air travel associated therewith. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 11:

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

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all”

materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 12:

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

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to require the NRA to memorialize or describe common-interest or joint-defense arrangements not previously reduced to writing. The NRA states that it will identify relevant common-interest and joint-defense agreements in connection with its privilege log.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as argumentative to the extent that it alleges “misstatements or omissions in” the NRA’s Form 990; the NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the

work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the

production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as argumentative to the extent that it alleges that AMc paid particular expenses or undertook particular conduct on the NRA’s behalf, at its direction, at its behest, or with its knowledge; the NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as argumentative to the extent that it alleges “governance, managerial, or financial problems within the NRA” and/or “improper payments or benefits;” the NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. The NRA further objects to this Request as vague and indeterminable with respect to the terms “complaints” and “whistleblower complaints;” to the extent that it purports to require the NRA to retrieve every critical or pejorative email directly or indirectly “related to” any of its employees, the Request is overbroad, unduly burdensome, harassing, and improper. For purposes of its Response, the NRA will construe this Request to seek: (i) complaints raised with Human Resources, and/or pursuant to the NRA whistleblower policy, regarding the individuals enumerated in part (a) of this Request; (ii) whistleblower concerns discussed at the July 30, 2018, meeting of the Audit Committee of the NRA Board of Directors; and (iii) documents discussing or constituting the identification or analysis of excess benefits disclosed on the NRA’s IRS Form 990 for 2019. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources

and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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 Arulanandum, 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous,

indeterminable, overbroad, and unduly burdensome with respect to the term “any of Your current or former directors, executives, officers or Key Persons;” for purposes of its response, the NRA will construe this Request to reference payments to the individuals named in the Request. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague and indeterminable with respect to the terms “Your corporate credit-card accounts,” “Your review of credit-card activity,” and “Your credit-card policies or protocols;” for purposes of its response, the NRA will construe this Request to reference corporate American Express cards maintained through the NRA Treasurer’s Office, along with the NRA’s policies, protocols, and review of credit-card activity relating to the same. The NRA further objects to the term “documents sufficient to identify” to the extent that it purports to require the NRA to create new records rather than produce preexisting, tangible items. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the

production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, unduly burdensome, and harassing to the extent that it seeks expansive, sensitive financial information unrelated to the issues in this case, including personal financial information about individuals not party to this Action. Read facially, the Request seeks details of every single financial transaction involving the NRA or any of its employees over a six-year period, along with every single bank account opened by any of the foregoing and every single 401(k) contribution, stock purchase, or other transaction by any NRA employee irrespective of its amount or materiality. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist: (i) quarterly and annual financial statements covering the Relevant Period; (ii) Reports of the Treasurer, the Finance Committee, and the Audit Committee covering the Relevant Period; (iii) the chart of accounts for the National Rifle Association of America; (iv) any manuals, indices, or similar policy, training, or reference materials maintained by the NRA Financial Services Division concerning the purpose and usage of particular bank accounts. In addition, the NRA is willing to meet and confer with the OAG to determine whether there are particular transactions for which additional records or information relevant to the issues in this case, and not covered by other Requests herein, can be furnished in a reasonably tailored manner.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA objects to this Request as vague, ambiguous, indeterminable, unduly burdensome, and overbroad with respect to the terms “a third party” and “all Persons that transacted business with the NRA during the Relevant Period.” Read facially, the Request seeks documents regarding any minor benefit conferred on any of hundreds of individuals by any third party whatsoever. For purposes of its response, the NRA will construe this Request to seek documents regarding any gift, gratuity, personal favor or entertainment with either a retail price of fair-market value in excess of \$300 received, by any director, officer, or Key Person of the National Rifle Association of America, from any of the vendors or professionals named in the Request. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 22:

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

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the

production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term “any outside accountant, financial expert, or independent auditor;” read facially, this Request encompasses expert witnesses with whom communications are privileged, along with accountants retained by the NRA or its employees for discrete financial matters unrelated to the issues in this case. For purposes of its response, the NRA will construe this Request to reference (i) RSM US LLP and its predecessor entities; (ii) Aronson; and (iii) Forensic Risk Alliance. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term “the Investigation or the allegations in the Complaint, or your responses or defenses thereto.” Read facially, this Request encompasses several decades’ worth of allegations and purports to require the NRA to search for documents implicated in rumors, invective, argumentative statements and legal conclusions. To the extent that it purports to demand the NRA disclose, to the same New York State officials allegedly violating its constitutional rights and persecuting it for its political speech, the identities of all individuals with whom it communicated regarding the same, this Request also raises constitutional concerns. The NRA states that it is available to meet and confer with the OAG to determine whether reasonable production parameters can be negotiated in response to this Request.

REQUEST FOR PRODUCTION NO. 25:

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

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, and indeterminable with respect to the phrase “any claim by the IRS;” for purposes of its response, the NRA will construe this Request to reference any communication from the IRS imposing, assessing, or mentioning any alleged tax deficiency or tax penalty. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as argumentative to the extent that it alleges “non-compliance with the NRA’s policies and procedures;” the NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search

of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further

objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as argumentative to the extent that it alleges the any particular involvement by any particular individual in the committee-assignment process; the NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA objects to this Request as vague, ambiguous, and indeterminable with respect to the term "election-related activities;" for purposes of its response, the NRA will construe this Request to reference elections to the NRA Board of Directors. The NRA further objects to this Request as unduly burdensome with respect to the instruction "regardless of the time period." For purposes of its response, the NRA will construe this Request to seek documents from January 1, 2015, to the commencement of this Action. The NRA further objects to this Request as argumentative to the extent that it alleges particular marketing or promotional activities by the NRA on behalf of particular Board candidates; the NRA's production of documents in response to this Request is not intended to be, and shall not be

construed to be, an admission of the foregoing. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term "relating to directors." Read facially, this Request seeks all documents directly or indirectly referencing any such director, including documents unrelated to the issues in this case. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist: documents discussing the candidacy of, or votes obtained by, any director(s) elected at the Annual Meeting of Members pursuant to

Article XIII, § 4 of the NRA's Bylaws during the period from January 1, 2015 to the commencement of this Action.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request to the extent that it implies that the NRA's exercise of its constitutional right to counsel, including its payment of fees for counsel's services, is properly subject to inquiry or challenge by the NRA's litigation adversary, the OAG. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as argumentative to the extent that it alleges that the NRA’s exercise of its constitutional right to counsel, including its payment of fees for counsel’s services, exerted any improper or adverse “impact . . . on the NRA,” let alone any “impact” properly subject to inquiry or challenge by the NRA’s litigation adversary, the OAG. The NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. The NRA further objects to this Request as vague, ambiguous, and indeterminable with respect to the term “Documents relating to Communications to and/or from.” For purposes of its response, the NRA will construe this Request to seek communications sent to, or received by, the individuals and committees named in the Request discussing the subject matter set forth in the Request. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable

privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as argumentative to the extent that it alleges any of the items enumerated in subparts (a)-(d) are necessary components of, or constitute essential proof without which the NRA may not “demonstrat[e],” compliance with any provision of the N-PCL. The NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the

burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term “[a]ll Documents relating to any Persons;” read facially, this Request seeks documents directly and indirectly concerning or referencing such Persons irrespective of whether the documents evidence or discuss any payment related to the issues in this case. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist: (i) documents constituting or discussing annual budget allocations for the Office of the Executive Vice President; and (ii) contracts constituting or evidencing compensation arrangements with vendors or consultants identified in the foregoing budgets. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the

production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as overbroad and unduly burdensome with respect to the time period(s) specified. For purposes of its response, the NRA will construe this Request to seek documents vintaged from January 1, 2015, to the commencement of this Action. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 36:

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

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search

of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, overbroad, and indeterminable with respect to the term "current and former NRA executives;" for purposes of its response, the NRA will construe this Request to reference (i) Wayne LaPierre; and/or and (ii) individuals who have held the office of NRA President during the period from January 1, 2015, to the commencement of this Action. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to the term “documents sufficient to identify” to the extent that it purports to require the NRA to create new records rather than produce preexisting, tangible items. The NRA further objects to this Request as unduly burdensome with respect to the instructions “regardless of the time period, “from 2010 to present,” and “from 1997 to present.” For purposes of its response, the NRA will construe this Request to seek documents from January 1, 2015, to the commencement of this Action. The NRA further

objects to the OAG's request for "copies of such [video and multimedia] content" to the extent that the burdens and costs of copying and transmitting video or similar media exceed the relevance of such material to the issues in this case. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as unduly burdensome with respect to the instruction "2010 to present." For purposes of its response, the

NRA will construe this Request to seek documents from January 1, 2015, to the commencement of this Action. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request to the extent it purports to allege indemnification or advancement obligations on the part of the NRA, which obligation(s) the NRA may dispute. The NRA's production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further

objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as vague and ambiguous with respect to the term “compliance testing.” The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the term “documents sufficient to identify” to the extent that it purports to require the NRA to create new records rather than produce preexisting, tangible items. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the term “documents sufficient to identify” to the extent that it purports to require the NRA to create new records rather than produce preexisting, tangible items. The NRA objects to this Request as vague, ambiguous, and indeterminable with respect to the term “outfitters, resorts, and lodges.” For purposes of its response, the NRA will refer to the entities listed on Schedule F. The NRA further objects to this Request as argumentative to the extent that it alleges any payment by the NRA constituted or conferred any benefit (including, without limitation, any excess benefit within the meaning of the Internal Revenue Code) to any NRA employee, Board member, or volunteer; the NRA’s production of documents in response to this Request is not intended to be, and shall not be construed to be, an admission of the foregoing. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA objects to this Request as overbroad and unduly burdensome to the extent it purports to encompass documents relating, directly or indirectly, to any expense incurred or submitted by any of hundreds of persons over a six-year period. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist (and subject to an appropriate protective order): (i) policies, procedures, manuals, and training or reference materials governing the payment of travel or business expenses for NRA officers, directors, and volunteers, and communications discussing the same; (ii) to the extent not responsive to other Requests herein, documents substantively discussing the propriety of particular expenses or their conformity with the foregoing policies and procedures or with applicable law.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA objects to this Request as vague, ambiguous, indeterminable, and overbroad with respect to the term “travel service providers.” For purposes of its response, the NRA will refer to the entities listed in Schedule D. The NRA further objects to this Request as vague, indeterminable, overbroad, and unduly burdensome with respect to the term “relating to your business dealings.” For purposes of its response, the NRA will construe this Request to reference documents: (i) constituting or discussing requests-for-proposals, contracts, and payment arrangements involving entities in Schedule D; and/or (ii) discussing the conformity of the foregoing, or of any particular payment to any entity in Schedule D, with applicable NRA policies or procedures or applicable law. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this

Request at a mutually agreeable time and place, to the extent such documents exist (and subject to an appropriate protective order).

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as overbroad and unduly burdensome with respect to the time period(s) specified. For purposes of its response, the NRA will construe this Request to seek documents vintaged from January 1, 2015, to the commencement of this Action. The NRA further objects to this Request as vague, indeterminable, overbroad, and unduly burdensome with respect to the terms “documents relating” and “travel-related.” For purposes of its response, the NRA will construe this Request to reference documents: (i) constituting or reflecting invoices, receipts, expense reports, or similar evidence of travel expenses incurred by or on behalf of Mr. LaPierre; and/or (ii) discussing the conformity of the foregoing with applicable NRA policies or procedures or applicable law. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will

conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, indeterminable, overbroad, and unduly burdensome with respect to the terms “documents relating.” For purposes of its response, the NRA will construe this Request to reference

documents: (i) constituting or reflecting invoices, receipts, expense reports, or similar evidence of payments sought from, or remitted by, the NRA for the items enumerated in the Request; and/or (ii) discussing the conformity of the foregoing with applicable NRA policies or procedures or applicable law.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to the term “documents sufficient to identify” to the extent that it purports to require the NRA to create new records rather than produce preexisting, tangible items. The NRA further objects to this Request as overbroad, unduly burdensome, and harassing on the ground that it seeks sensitive employment information unrelated to the issues in this case regarding individuals not party to this Action. The NRA further objects to this Request as vague and indeterminable with respect to the phrase “terminated for cause.” The NRA states that it is available to meet and confer with the OAG to determine whether reasonable production parameters can be negotiated in response to this Request.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-

related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as unduly burdensome to the extent that it purports to require the NRA to search for and produce documents which are publicly available, or otherwise can be obtained as readily by the OAG as by the NRA. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term “the subject matter of this Action.” To the extent that this term references the pleadings herein, Read this Request encompasses several decades’ worth of allegations and purports to require the NRA to search for documents implicated in “rumors” (Complaint ¶ 453) and various inexact, argumentative statements. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce at a mutually agreeable time and place, to the extent such documents exist (subject to an appropriate protective order): transcripts, declarations, and affidavits constituting the record of the actions captioned:

- National Rifle Association of America v. Ackerman McQueen, Inc., and Mercury Group, Inc., Case No, CL19001757 (Va.);
- National Rifle Association of America v. Ackerman McQueen, Inc., and Mercury Group, Inc., Case No. CL19002067 (Va.);
- National Rifle Association of America and Wayne LaPierre v. Ackerman McQueen, Inc. and Mercury Group, Inc., Henry Martin, William Winkler and Melanie Montgomery, Case No. 3:19-cv-02074-G (N.D. Tex.);
- The People of the State of New York, by Letitia James, Attorney General of the State of New York v. Ackerman McQueen and National Rifle Association of America, Index No. 451825/2019 (N.Y. Sup.); and
- In re The National Rifle Association of America and Sea Girt LLC, CASE NO.21-30085-11 (Bankr. N.D. Tex.).

REQUEST FOR PRODUCTION NO. 55:

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

RESPONSE:

The NRA states that it will comply with its disclosure obligations pursuant to CPLR § 3101 and the Commercial Division Rules. The NRA objects to this Request to the extent that it purports to impose obligations additional to, or different from, the foregoing.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work

product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to the term “documents sufficient to identify” to the extent that it purports to require the NRA to create new records rather than produce preexisting, tangible items. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the

burdensome production of duplicative records. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for “all Documents relating to” fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records; for purposes of its response, the NRA will construe this Request to reference documents constituting or discussing contracts for the above-referenced goods or services and invoices pertaining to payment for the same. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further objects to this Request as overbroad and unduly burdensome to the extent that its request for "all" materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as overbroad and harassing to the extent that it purports to demand all records of Mr. LaPierre's "day-to-day" activities irrespective of their relevance to the issues in this case. The NRA states that it is available to meet and confer with the OAG to determine whether reasonable production parameters can be negotiated in response to this Request. .

REQUEST FOR PRODUCTION NO. 60:

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

RESPONSE:

The NRA refers to and reincorporates herein its objections to Request No. 2. The NRA further objects to this Request as vague, ambiguous, and indeterminable with respect to the term "Documents reflecting." For purposes of its response, the NRA will construe this Request to

reference handwritten notes. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, and unduly burdensome with respect to the term “relevant to the allegations in the Complaint.” Read facially, this Request encompasses several decades’ worth of allegations and purports to require the NRA to search for documents implicated in rumors, invective, and argumentative statements and legal conclusions. Subject to and without waiving the foregoing objections and General Objections, the NRA states that it will conduct a reasonably diligent search of available and accessible sources and will produce documents responsive to this Request at a mutually agreeable time and place, to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA objects to the Request to the extent that it seeks sensitive, confidential, and/or proprietary information, particularly donor-related information, in the absence of a protective order. The NRA further objects to this Request to the extent that it purports to call for the production, disclosure, or identification of information subject to the attorney-client privilege, the work product doctrine, and/or any other applicable privilege or immunity. The NRA further

objects to this Request as overbroad and unduly burdensome to the extent that its request for “all” materials fails to specify documents sought with reasonable particularity, and/or would require the burdensome production of duplicative records. The NRA further objects to this Request as vague, ambiguous, indeterminable, overbroad, unduly burdensome and harassing to the extent that it purports to seek “all Documents and Communications relating to the . . . activities” of Mr. LaPierre and/or his non-party family members during a substantial portion of a five-year period including, without limitation, personal activities wholly unrelated to the issues in this case. The NRA states that it is available to meet and confer with the OAG to determine whether reasonable production parameters can be negotiated in response to this Request.

REQUEST FOR PRODUCTION NO. 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.

RESPONSE:

The NRA refers to and incorporates herein its objections and responses to Request No. 2.

Dated: New York, New York
July 15, 2021

Respectfully submitted,

By: /s/ Sarah B. Rogers

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