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August 4, 2021

BY EMAIL

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

Re: *July 30, 2021 Meet and Confer*

Dear Sarah and Mordecai:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

/s/ Monica Connell
Assistant Attorney General