

EXHIBIT 1

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

PEOPLE OF THE STATE OF NEW YORK, BY
LETITIA JAMES, ATTORNEY GENERAL OF
THE STATE OF NEW YORK,

Plaintiff,

v.

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

Defendants.

Index No. 451625/2020

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

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

A. Instructions

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

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

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

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

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

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

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

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

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

B. General Definitions and Rules of Construction

1. “All” shall mean “each and every.”

2. “Any” shall mean “any and all.”

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

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

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

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

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

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

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

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

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

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

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

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

Particular Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. “You” or “Your” means the NRA.

C. Documents to be Produced

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- d. Documents sufficient to identify all current and former NRA officers, executives, board members, Key Persons, employees, and other Persons who were authorized credit-card users at any point during the Relevant Period, and the individual(s) responsible for authorizing, monitoring, and controlling the use of those cards;
 - e. Documents relating to Your review of credit-card activity;
 - f. Documents sufficient to identify any instances when the Board was notified of, approved, or reviewed the issuance or use of credit cards by NRA officers, employees, board members, Key Persons, or volunteers; and
 - g. Documents relating to the use of Your corporate credit-card accounts.
19. All Documents summarizing or reporting on Your financial condition and projected financial condition during the Relevant Period, including, but not limited to:
- a. reports, summaries and evaluations of Your assets, liabilities, revenues (including member dues and contributions), expenses, cash flows, business operations, fundraising results, cash receipts and disbursements, potential liability and costs of pending or anticipated litigation, financial forecasts, and any assessments or audits thereof;
 - b. the NRA's financial ledgers or other Documents relating to the financial accounts or instruments held in the name or for the benefit of the NRA, and Documents reflecting, summarizing, recording, or analyzing the transactions associated with such financial accounts or instruments, including bank statements, accounting ledgers, trial balances, journals, financial statements, and related work papers;
 - c. charts or indices of accounts (and where applicable, sub-accounts) reflecting or describing the accounts in Your general or accounting ledgers;
 - d. Documents sufficient to identify all financial accounts controlled in whole or in part by the NRA during the Relevant Period, including documents identifying the name of the financial institution, account number, account custodians, and the names of any NRA employees with authority or control over the use of the accounts;
 - e. Documents describing or summarizing the purpose of financial accounts controlled in whole or in part by the NRA during the Relevant Period; and
 - f. Documents relating to information reviewed, relied upon, consulted, considered, given by or to, or generated by the Board concerning Your financial status.
20. All Documents—including contracts, agreements, invoices, arrangements,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

51. All Documents relating to payment or reimbursement for:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Format for Production

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

1. Concordance Production Components. A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 2.
 - A. *Metadata Load File*
 - B. *Extracted or OCR Text Files*
 - C. *Single-Page Image Files*
 - D. *Opticon Load File*
 - E. *Native Files*.
2. Production File Requirements.
 - A. *Metadata Load File*
 - Required file format:
 - UTF-8
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: ¨ (ASCII decimal character 254). Multiple value field delimiter: ; (ASCII decimal character 59)
 - The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 1.
 - Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.

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

B. *Extracted or OCR Text Files*

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

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

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

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

D. ***Opticon Load File***

- Required file format:
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a Document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,2
ABC00002,,IMAGES\0001\ABC00002.tif,,,
ABC00003,,IMAGES\0002\ABC00003.tif,Y,,1
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,1

E. ***Native Files***

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

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

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

ATTACHMENT 1
Required Fields for Metadata Load File

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

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

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

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

Dated: June 25, 2021
New York, New York

LETITIA JAMES
Attorney General of the State of New York

By: /s/ Monica Connell
Monica Connell
Special Counsel
Office of the Attorney General
28 Liberty Street
New York, New York 10005
(212) 416-8965
Monica.Connell@ag.ny.gov

Attorneys for Plaintiff
People of the State of New York

Schedule A

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

Schedule B

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

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

Schedule C

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

Schedule D

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

Schedule E

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

Schedule F

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

Schedule G

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

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

Exhibit 1

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



SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

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

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

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

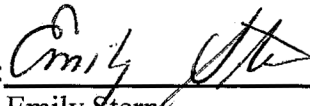
PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject You to prosecution under Article 23 of the New York Civil Practice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

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

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

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

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

By: 

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

SCHEDULE

A. Instructions

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

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

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

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

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

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

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

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

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

B. Definitions

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

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

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

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

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

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

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

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

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

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

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

11. “Any” shall mean “any and all.”

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

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

C. Documents to be Produced

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

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

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

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

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

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

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

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

D. Format for Production

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

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

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

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

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

D. ***Opticon Load File***

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

- RELATIVE PATH – the filepath to each single-page image file on the production media.
- DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
- FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
- BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
- PAGE COUNT – this value is optional and may be left blank.

- **Example:**

ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2

ABC00002,,IMAGES\0001\ABC00002.tif,,,,

ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,1

ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,1

E. ***Native Files***

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

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

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

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

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

5. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be produced in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss (i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.
6. Structured Data. Structured data includes but is not limited to relational databases, transactional data, and xml pages. Spreadsheets are not considered structured data. You must first speak to the Assistant Attorney General whose telephone number appears on the subpoena.
 - A. Relational Databases
 1. Database tables should be provided in d or other machine-readable, non-proprietary format, with each table in a separate data file. Each data file must have an accompanying data dictionary that explains the meaning of each column name and explains the values of any codes used.
 2. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the data dictionary.
 3. Records must contain clear, unique identifiers, and the data dictionary must include explanations of how the files and records relate to one another.
7. Media and Encryption. All document sets over 2 GB must be produced on CD, DVD, or hard-drive media. All production media must be encrypted with a strong password, which must be delivered independently from the production media. Document sets under 2 GB may be delivered electronically. The OAG offers a secure cloud storage option that can be set up to receive media on a one-time basis, or the OAG will download media from the providing parties' server.

ATTACHMENT 1
Required Fields for Metadata Load File

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

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

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

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

VERIFICATION

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

(Signature of Official)_____
(Title)_____
(Type or Print Name of Above Official)

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

Notary Public

My commission expires _____

Exhibit 2

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



SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

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

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

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

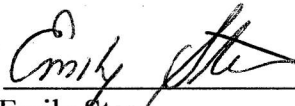
PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the Documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject You to prosecution under Article 23 of the New York Civil Practice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

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

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

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

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

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

SCHEDULE

A. Instructions

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

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

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

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

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

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

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

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

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

B. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Documents to be Produced

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. All Documents, including communications, relating to the assignment of committees for Board members from January 2019 to the present.
32. To the extent not previously produced, all financial policies, procedures, manuals or the equivalent concerning internal controls, accounts payable, and/or expense reimbursements.
33. Copies of every sworn statement, including, without limitation, deposition transcripts (including videotapes), declarations and affidavits provided in any legal or regulatory proceeding of any kind, by any of Your present or former directors, officers, or Key Persons.
34. All Documents concerning the actual or prospective transfer to the NRA of any funds from any of the NRA Affiliated Entities that is a charitable entity under 26 U.S.C. § 501(c)(3), the use of such funds, or the repayment of such funds.
35. All Documents authorizing any transfer or loan of funds from the NRA Institute for Legislative Affairs to the NRA.
36. All Documents authorizing or approving any loan or transfer of funds from the NRA Political Victory Fund to the NRA.
37. A copy of each IRS Form 8871 and each IRS Form 8872 filed by the NRA Political Victory Fund, or by the NRA on behalf of the NRA Political Victory Fund.
38. All Documents concerning the retention of Brewer to perform services, whether or not those services constituted the practice of law, including, without limitation, any agreements, contracts, or retainer letters.
39. All Documents concerning any review, audit, examination or approval of billing statements by and payments to Brewer.
40. All Documents being, containing, reporting, or describing communications to and/or from the Executive Committee of the NRA, Wayne LaPierre, John Frazer, Craig Spray, or Brewer concerning the amount of money being paid to Brewer, or the impact of the costs and/or payments for Brewer services on the NRA.
41. All Documents relating to any transactions with or services provided by, or reflecting correspondence with, any of the following entities (including any of their executives or principals) or individuals:
 - a. Starboard Strategic
 - b. OnMessage

D. Format for Production

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

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

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

2. Production File Requirements.

- A. *Metadata Load File*

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

- B. *Extracted or OCR Text Files*

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

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

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

D. ***Opticon Load File***

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

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

E. ***Native Files***

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

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

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

4. De-Duplication. You must perform global de-duplication of stand-alone Documents and email families against any prior productions pursuant to this or previously related subpoenas.
5. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be produced in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss (i) any Documents that cannot be scanned, and (ii) how information for scanned Documents should be represented in the metadata load file.
6. Structured Data. Structured data includes but is not limited to relational databases, transactional data, and xml pages. Spreadsheets are not considered structured data. You must first speak to the Assistant Attorney General whose telephone number appears on the subpoena.
 - A. Relational Databases
 1. Database tables should be provided in d or other machine-readable, non-proprietary format, with each table in a separate data file. Each data file must have an accompanying data dictionary that explains the meaning of each column name and explains the values of any codes used.
 2. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the data dictionary.
 3. Records must contain clear, unique identifiers, and the data dictionary must include explanations of how the files and records relate to one another.
7. Media and Encryption. All Document sets over 2 GB must be produced on CD, DVD, or hard-drive media. All production media must be encrypted with a strong password, which must be delivered independently from the production media. Document sets under 2 GB may be delivered electronically. The OAG offers a secure cloud storage option that can be set up to receive media on a one-time basis, or the OAG will download media from the providing parties' server.

ATTACHMENT 1
Required Fields for Metadata Load File

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

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

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

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

VERIFICATION

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

(Signature of Official)_____
(Title)_____
(Type or Print Name of Above Official)

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

Notary Public

My commission expires _____