



NYAG asserts call for the documents at issue in this motion (the “Documents”)—along with the overarching instruction as to time frame—are highlighted for the Court’s convenience.

5. Annexed hereto as Exhibit B is a true and correct copy of the Fourth Revised Scheduling Order, dated June 29, 2022.

6. Annexed hereto as Exhibit C is a transcript of the oral argument before the Special Master on July 7, 2022.

7. Annexed hereto as Exhibit D is a true and correct copy of a document the NRA produced to the NYAG in December 2021. Exhibit D expressly refers to each of the two Documents.

8. Annexed hereto as Exhibit E is a true and correct copy of a pair of email exchanges in or around June 21, 2022, between the OAG and the NRA’s counsel concerning the Documents.

9. Annexed hereto as Exhibit F is a true and correct copy of the NYAG’s letter to the Special Master, dated July 6, 2022, seeking an order compelling the NRA to produce the Documents. To the extent that NYAG’s letter motion sought relief not at issue in this motion, exhibits that were attached to the letter motion in relation to such other relief are not annexed hereto.

10. Annexed hereto as Exhibit G is a true and correct copy of the NRA’s submission to the Special Master, dated July 12, 2022, in opposition to the NYAG’s motion to compel the production of the Documents.

11. Annexed hereto as Exhibit H is a true and correct copy of the Special Master’s Discovery Order, dated July 15, 2022, which the motion asks the Court to vacate and reverse.

12. Annexed hereto as Exhibit I is a true and correct copy of the NRA’s Responses and Objections to Plaintiff’s First Set of Requests to the NRA for Production of Documents. The

Response and Objections are dated July 15, 2021. The NRA's responses and objections to RFP No. 38 are highlighted for the Court's convenience. It is the only RFP of those cited by the NYAG that seeks documents that pre-date January 1, 2015. As the exhibit demonstrates, in objecting to the RFP, the NRA informed the NYAG that the request was unreasonable and unduly burdensome and that the NRA will construe RFP 38 to seek documents between January 1, 2015 and the commencement of this action.

13. Annexed hereto as Exhibit J is a true and correct copy of an email message accompanying the NRA's production of documents to the NYAG on December 18, 2021. It demonstrates that the document that is attached as Exhibit D to this Affirmation was produced to the NYAG approximately six months before the NYAG requested the Documents (as reflected in Exhibit E hereto).

Dated: July 22, 2022
New York, New York

/s/ Svetlana M. Eisenberg
Svetlana Eisenberg

Certification of Compliance with Word Count

I, Svetlana M. Eisenberg, an attorney duly admitted to practice law before the courts of the State of New York, certify that the foregoing affirmation complies with the word count limit set forth in Rule 17 of the Commercial Division of the Supreme Court (22 NYCRR 202.70(g)), because the affirmation contains fewer than 700 words. In preparing this certification, I have relied on the word count of the word-processing system used to prepare this affirmation.

By: /s/ Svetlana M. Eisenberg
Svetlana M. Eisenberg

Exhibit A

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

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

Index No. 451625/2020

Plaintiff,

v.

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

Defendants.

**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
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.docx; AttachmentFileName.pdf;...
NUMATTACH	Number of attachments.	
RECORDTYPE	General type of record.	IMAGE; LOOSE E-MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E-MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced Document.	Drive:\Folder\...\...\
FILENAME	Original filename of the produced Document.	Filename.ext

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

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.

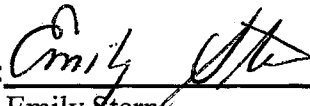
PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject You to prosecution under Article 23 of the New York Civil Practice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

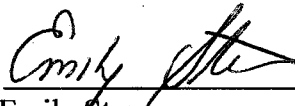
PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the Documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject You to prosecution under Article 23 of the New York Civil Practice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

Exhibit B

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, WAYNE LAPIERRE, WILSON PHILLIPS,
JOHN FRAZER, and JOSHUA POWELL,

Defendants.

Index No. 451625/2020

Hon. Joel M. Cohen

**FOURTH REVISED
SCHEDULING ORDER**

WHEREAS, on or about March 9, 2021, the Parties in the above-captioned action entered into a proposed Preliminary Conference Order (the "PPCO") (NYSCEF 330) and an Addendum thereto (both annexed here as Exhibit A);

WHEREAS, the parties submitted a proposed Revised Scheduling Order ("RSO") as necessary to ensure an adequate opportunity for pre-trial discovery and preparation which was "So Ordered" by the Court on December 1, 2021 (NYSCEF 463)(attached hereto as Exhibit B);

WHEREAS, on January 21, 2022, Plaintiff moved by order to show cause to extend the discovery schedule (NYSCEF 546-558) and, following oral argument of that application on February 15, 2022, the Court granted that application, gave the parties until February 28, 2022 to complete party document discovery and production of privilege logs, with a one-time extension until March 10, 2022, with a three month extension of all other discovery dates, and directed the parties to submit a new schedule to be so ordered;

WHEREAS, the Parties, in compliance with the directions in the Court's Decision and Order, filed on February 16, 2022 (NYSCEF 587), respectfully submitted a proposed Second Revised Scheduling Order on the terms as set forth below and the Court so-ordered the Second Amended Scheduling Order (NYSCEF 607);

WHEREAS, the NRA did not complete its document production and certification of completion of the same by March 10, 2022 as required and continues its document production now, necessitating an application to discovery Special Master the Hon. O. Peter Sherwood for relief including an extension of discovery to allow the NRA to complete and certify its production as complete;

WHEREAS discovery has proceeded under supervision of the Special Master, who ruled in a report filed on June 22, 2022 (NYSCEF 712) that there is good cause to extend fact discovery until July 15, 2022 as requested but stated that any application to extend the overall discovery schedule that would change the Note of Issue date would need to be approved by the Court;

WHEREAS, there are a number of depositions for which adjournments were requested and agreed upon because of the scheduling or health concerns of deponents or the scheduling needs of defense counsel, the parties have agreed to schedule such depositions after the previous end date for fact discovery, June 29, 2022; and

WHEREAS the agreed extension of the time to take fact depositions to July 15, 2022 has intruded upon the time permitted for expert disclosures, necessitating adjustments to the Third Revised Scheduling Order:

NOW, THEREFORE, IT IS STIPULATED, AGREED, AND ORDERED that the dates set forth in the RSO shall be amended as follows:

	Previous Dates in the Second Revised Scheduling Order	Proposed New Dates
Party Document and Privilege Log Production	Party productions regarding the enforcement action due by May 10, 2022	May 10, 2022
Fact Depositions Completed	June 29, 2022	July 15, 2022¹
End of Fact Discovery (including all responses to discovery demands served and document production completed)	June 29, 2022	July 15, 2022
Parties Serve CPLR 3101(d) Expert Disclosure	August 3, 2022	August 19, 2022
Parties Serve Rebuttal Expert Reports	August 24, 2022	September 9, 2022
Expert Depositions	September 7, 2022 – October 3, 2022	September 23 – October 19, 2022
End of Expert Discovery/End of all Discovery	October 3, 2022	October 19, 2022
Note of issue	October 7, 2022	October 26, 2022
Deadline for dispositive motions and/or motions directed to experts	November 14, 2022	December 2, 2022

¹ Upon agreement of all parties or order of the Special Master, fact depositions may be taken after this date if necessary. Specifically, counsel for Susan LaPierre has asked that her deposition be moved to July 21, 2022. If all parties agree or the Special Master so orders, that fact deposition may take place after July 15, 2022.

IT IS FURTHER STIPULATED, AGREED, AND ORDERED that this Stipulation can be executed in counterparts and by using electronic, scanned or telefaxed signatures, with the same effect as original signatures.

IN WITNESS WHEREOF, this Stipulation is executed by counsel for the Parties on June 29, 2022.

For Plaintiff-Counterclaim-Defendant

ATTORNEY GENERAL
OF THE STATE OF NEW YORK

By: /s Monica Connell
Monica Connell
Stephen Thompson
28 Liberty Street
New York, New York 10005
Tel. (212) 416-8401

For Defendant Wayne LaPierre

CORRELL LAW GROUP

By: /s Kent Correll
P. Kent Correll
250 Park Avenue, 7th Floor
New York, New York 10177
Tel. (212) 475-3070
For Defendant John Frazer

GAGE, SPENCER & FLEMING LLP

By: /s William Fleming
William B. Fleming
410 Park Avenue
New York, New York 10022
Tel. (212) 768-4900

For Defendant/Counterclaim Plaintiff
The National Rifle Association of America

BREWER, ATTORNEYS AND COUNSELORS

By: /s Sarah Rogers
Sarah Rogers
750 Lexington Avenue, 14th Floor
New York, New York 10005
Tel. (212) 527-2587

For Defendant Wilson Phillips

WINSTON & STRAWN LLP

By: /s Seth Farber
Seth C. Farber
200 Park Avenue
New York, New York 10166
Tel. (212) 294-6700
For Defendant Joshua Powell

AKIN GUMP STRAUSS HAUER & FELD

By: /s Thomas McLish
Thomas P. McLish
2001 K Street, N.W.
Washington, DC 20006-1037
Tel. (202) 887-4000

SO ORDERED

Joseph Cohen 7/1/22
HON. JOSEPH M. COHEN
J.S.C.

ABSENT A MATERIAL CHANGE IN
CIRCUMSTANCES, AND SUBJECT TO THE
RECOMMENDATION OF JUDGE
STERWOOD, THE PARTIES SHOULD ASSUME
THAT NO FURTHER EXTENSIONS IMPACTING
THE FINAL DATE ON THIS SCHEDULE
WILL BE GRANTED. JC

Exhibit C

Page 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,

-against-

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

Defendants.

Index No. 451625/2020

July 7, 2022

9:36 a.m.

VIRTUAL HEARING

B E F O R E:

HON. O. PETER SHERWOOD

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A P P E A R A N C E S:

STATE OF NEW YORK

OFFICE OF THE ATTORNEY GENERAL

Attorneys for Plaintiff

28 Liberty Street

New York, New York 10005

BY: MONICA CONNELL, ESQ.

(via videoconference)

EMILY STERN, ESQ.

(via videoconference)

STEVE SHIFFMAN, ESQ.

(via videoconference)

BREWER, ATTORNEYS & COUNSELORS

Attorneys for Defendant

THE NATIONAL RIFLE ASSOCIATION OF
AMERICA, INC.

1717 Main Street

Dallas, Texas 75201

BY: SARAH B. ROGERS, ESQ.

(via videoconference)

SVETLANA M. EISENBERG, ESQ.

sme@brewerattorneys.com

(via videoconference)

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A P P E A R A N C E S: (Continued)

CORRELL LAW GROUP

Attorneys for Defendant

WAYNE LAPIERRE

10 West Boscawen Street
Winchester, Virginia 22601

BY: PHILLIP K. CORRELL, ESQ.
(via videoconference)

WINSTON & STRAWN, LLP

Attorneys for Defendant

WILSON PHILIPS

200 Park Avenue
New York, New York 10166

BY: SETH FARBER, ESQ.
(via videoconference)

GAGE, SPENCER & FLEMING, LLP

Attorneys for Defendant

JOHN FRAZER

410 Park Avenue
New York, New York 10022

BY: WILLIAM B. FLEMING ESQ.
wfleming@gagespencer.com
(via videoconference)

A P P E A R A N C E S: (Continued)

AKIN GUMP STRAUSS HAUER & FELD LLP
Attorneys for Defendant
JOSHUA POWELL

2001 K Street N.W.
Washington, D.C. 20006

BY: HAYLEY BOOKER, ESQ.
hevans@akingump.com
(via videoconference)
THOMAS P. MCLISH, ESQ.
tmclish@akingump.com
(via videoconference)
SAMANTHA JENNIFER BLOCK, ESQ.
samantha.block@akingump.com
(via videoconference)

WERBNER LAW
Attorneys for WILSON PHILLIPS
5600 West Lovers Lane
Dallas, Texas 75209

BY: MARK WERBNER ESQ.
(via videoconference)

FAEGRE DRINKER BIDDLE & REATH LLP
Attorneys for PETER BROWNELL
801 Grand Avenue
Des Moines, Iowa 50309
BY: NICHOLAS A. KLINEFELDT, ESQ.
(via videoconference)
DAVID YOSHIMURA, ESQ.
(via videoconference)

ALSO PRESENT:

DAWN WILSON, ESQ.

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2 THE COURT: Good morning,
3 everyone.

4 I have three sets of submissions
5 that we need to run through this
6 morning. Let me identify them, and if
7 I'm missing something, you let me know
8 now.

9 First there is the NRA's June 23
10 and June 30 submissions really
11 relating to the open issues from the
12 April -- the March 23 special master's
13 report, and associated with that is a
14 request to take the deposition of an
15 Attorney General's corporate
16 representative.

17 Then there is the NRA's
18 submission of June 29 referred to me
19 by Judge Cohen, which relates to the
20 continuation of the Brownell
21 deposition and the related letter from
22 Mr. Correll from July 1, and then
23 there's the Attorney General's July 6
24 letter, which relates to discovery
25 they're seeking in connection with the

1 Proceedings

2 general ledger, a whistleblower
3 complaint, and you want also rulings
4 with respect to additional time during
5 the deposition of the NRA's corporate
6 representatives. That's what I have.

7 Am I missing anything? Good.

8 All right.

9 MS. ROGERS: No, your Honor, not
10 from our perspective.

11 THE COURT: So let's start with
12 the first of those, which is of course
13 the cleanup from the March 20 [sic] of
14 this year special master's report.

15 I left a number of items open at
16 that time because, as everyone knows,
17 the question of the counterclaim was
18 before Justice Cohen. He's now
19 decided that, so it now seems to me
20 ripe for me to go ahead and decide
21 that question -- the open questions.
22 So let's go through those.

23 Just to be clear, I did not
24 decide on the items related to what
25 steps the Attorney General's office

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took in connection with the collection and preservation of documents being sought by the Attorney General. All I was doing there back in March was to reassure the NRA's representative that those matters -- that she would have the opportunity to present her arguments with respect to those matters at the appropriate time. This is now the appropriate time. So you're on, Ms. Eisenberg.

MS. ROGERS: Thank you, your Honor. This is Sarah Rogers for the NRA. I'll address these.

So with respect to the prior 11(f) notice and the cleanup that remained, there were sort of two clusters of deposition topics and, as your Honor has noted, the first dealt with document preservation and document discovery. These deposition topics are identical to 11(f) topics that the New York Attorney General served on the NRA. They admitted on

1 Proceedings

2 the meet and confer that they copy and
3 pasted our language into their notice,
4 and we think there's really no reason
5 why the NRA should be obligated to
6 provide 11(f) testimony on its
7 discovery response and the agency
8 suing us should not.

9 I'll also note that, among the
10 cases on which the AG relies and
11 relies quite heavily is a Southern
12 District of New York opinion in the
13 SEC V. Contrarian case from 2020, and
14 that's a case that deals primarily
15 with a request for a deposition. And
16 one of the areas of discovery that is
17 being sought from the SEC in that case
18 deals with the document collection and
19 preservation efforts that the SEC
20 made, very similar to what's being
21 sought here. And although the
22 deposition is denied, the court
23 recognizes this as a legitimate topic
24 for discovery, and it orders
25 supplemental written discovery on that

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topic.

Now, as I'll get to when we get to the other 11(f) notice, the second one we served where we're seeking a corporate representative dep, there are a lot of federal cases and Contrarian is a good example of them, where the court says yes, you're entitled to discover the factual basis for the allegations or yes, you're entitled to discover what document preservation steps the government took. But under 30(b)(6), a government deposition isn't optimal because you have the options of these other discovery devices. And in the Contrarian case, the discovery device is interrogatories.

Your Honor, the reason we don't have that option here is because, with respect to the factual basis for the allegations, there are simply more than twenty-five allegations that we need to explore. And indeed,

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interrogatories are limited in the commercial division in ways that they aren't in federal court. So although I don't want to digress too much to the interrogatory versus deposition subject area, I'll just note that there's a pretty clear consensus in the case law that just because you're a government agency doesn't mean you don't have to respond to discovery concerning your document collection and preservation. And there are particularized reasons why we want this discovery here.

We've received almost nothing -- actually, we've received nothing from the Attorney General in the way of discovery in this case other than what they call their investigative file. Those are copies of documents that were produced to the AG by the NRA and others during the AG's investigation which preceded this case. But there are a number of documents in that

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1 Proceedings

2 production that lack metadata and
3 which were otherwise having difficulty
4 determining the providence of. So
5 being able to ask a few questions on
6 that topic would be useful. The AG
7 obviously agrees that document
8 collection, preservation, and
9 discovery response are relevant and
10 useful subjects for discovery because
11 they're seeking the same from us, and
12 we're simply seeking parity here.

13 THE COURT: I thought though that
14 the AG provided you with their
15 investigative file; you mentioned
16 that. And in addition, there were a
17 number of privilege items that they --
18 that they wish to protect and they
19 provided you a fulsome list and
20 reasons for not disclosing that
21 information with respect to metadata.

22 Am I not correct in my
23 impression that virtually all of the
24 information that is in that
25 investigative file -- that's probably

1 Proceedings

2 an overstatement. A substantial
3 majority of that information comes
4 from your organization, so to the
5 extent that there is a need for
6 metadata, the source of that metadata
7 is the NRA.

8 Do I have that wrong?

9 MS. ROGERS: So your Honor,
10 you're correct that the bulk of the
11 investigative file consists of NRA
12 documents, but there are other
13 documents in the investigative file,
14 too. We're certainly not seeking to
15 depose the AG on the subject of our
16 own metadata. But for example, there
17 are documents from Ackerman McQueen in
18 that file for which there are no
19 metadata.

20 The other thing I would note is
21 that we feel entitled to ask some
22 basic non-privileged questions about
23 how the lines are drawn delineating
24 what's the investigative file and
25 what's not. We have reason to believe

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there were witness interviews conducted and perhaps documents received for which the documents are not in that file. And we did receive, as your Honor accurately notes, an affidavit in connection with the AG's privilege log, and that affidavit set forth what the commercial division requires in connection with a categorical privilege log; so who put the privilege log together, what did you do to create it, what are the privileges you're asserting. But we assume that, when they depose us on these same topics, they will be asking questions other than simply what privilege are you asserting; where did you find the documents; where did you keep them; when we served this document request, how did you decide which documents were responsive and what weren't.

THE COURT: Is there a difference though between the NRA and the AG?

1 Proceedings

2 You're an organization that, for want
3 of a better description, runs a
4 business, you create the documents,
5 you use them in connection with your
6 business and all that. The AG isn't
7 creating anything, they're collecting
8 information from other sources,
9 largely from your organization, and
10 maybe from somewhere else. So I'm not
11 sure I understand what it is about
12 your -- how it is that metadata, to
13 the extent that the AG has that, is of
14 any significance at all, number one.

15 Number two is there's a
16 difference between NRA and the AG's
17 office with respect to what kind of
18 privileges you're entitled to versus
19 what kind of privilege they're
20 entitled to. We've gone over in the
21 past a variety of privileges that the
22 Attorney General's office enjoys.
23 That certainly doesn't apply to the
24 NRA. So that's another distinction
25 between the two of you. I'll give you

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1 Proceedings

2 a chance to comment on both.

3 MS. ROGERS: Sure, your Honor,
4 I'll address both those of those in
5 order.

6 MS. CONNELL: Sorry, can I
7 interrupt for one second? Will
8 Fleming just e-mailed all the parties
9 that he can't get into the Zoom.

10 MR. FLEMING: I'm on now.

11 MS. ROGERS: So I believe your
12 Honor's first question was: Isn't
13 there a difference -- the NRA runs a
14 business and generates records whereas
15 the AG merely collects them, so isn't
16 metadata more significant --

17 THE COURT: We lost you. I've
18 lost you.

19 MS. ROGERS: Can you hear me,
20 your Honor?

21 THE COURT: Yes.

22 MS. ROGERS: Should I start
23 again?

24 THE COURT: Yes.

25 MS. ROGERS: So your Honor asked

1 Proceedings

2 me to address two distinctions between
3 the AG and the NRA, and the first
4 distinction your Honor brought up is
5 that the NRA runs a business, we
6 create documents, we don't just
7 collect them from parties we're
8 investigating.

9 THE COURT: And therefore you've
10 got metadata and they don't.

11 MS. ROGERS: Exactly, your Honor.

12 But there are documents in this
13 case for which the chain of custody is
14 unclear to us that were produced by
15 the New York AG and were collected in
16 the first instance from parties other
17 than the NRA. We don't think there's
18 anything privileged about inquiring
19 where and when and how did you obtain
20 this, especially identity of the
21 document source is indicated --
22 there's a Bates stamp indicating it.
23 This was not a confidential informant.
24 These are documents from Ackerman
25 McQueen, for example. So this is a

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clear non-privileged area of inquiry.

But your Honor, in addition to metadata, there are other types of questions the parties are routinely asked for in civil litigation about document discovery and discovery responses which don't categorically elicit privileged information and which shouldn't categorically be off limits just because it's the government who's suing you. So how did you decide what went into the investigative file is one such question. And we understand that that might be partially answered by the privilege log. But I think what we are making room for in our analysis is there might be factors under the sun other than privilege that implicate which documents we received and from whence and how.

So if the AG wants to interpose privilege objections during the deposition, they're welcome to.

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2 Certainly if and when the NRA is
3 deposed on this topic, we imagine
4 privileged objections might be raised
5 at some point. But it does not seem
6 clear, and nor do the cases
7 corroborate, that this is an area of
8 inquiry which is just totally
9 privileged and so a cloak should be
10 drawn over it and we shouldn't be
11 allowed to ask, which is the position
12 the state is taking.

13 THE COURT: Are you going to be
14 responding, Ms. Connell, or somebody
15 else?

16 MS. CONNELL: Your Honor, I'm
17 going to address this point and then I
18 think further discussion of the other
19 topics or the case law on this will be
20 handled by my colleague, Steve
21 Shiffman, if that's okay.

22 THE COURT: That's fine.

23 MS. CONNELL: Your Honor, I would
24 point out that you're exactly correct,
25 the parties are not in the same

1 Proceedings

2 position. The bulk of the
3 investigative file was from the NRA;
4 it has its own metadata. It also
5 knows where we got the other
6 information from because it was told;
7 there were Bates stamps indicating the
8 source on almost all of the
9 information. It also was given an
10 index as to where we got the
11 information from third parties, and it
12 was -- the third parties we spoke to
13 were provided to them. So they were
14 free at any and all points to
15 interview or depose these third
16 parties. We produced --

17 THE COURT: Let me interrupt you
18 for a minute.

19 I hear all of that, but as I
20 understand Ms. Rogers, she says look,
21 you don't get to simply get a blanket
22 protection. You need to have somebody
23 there who can answer specific
24 questions about particular issues as
25 to which there is no privilege.

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1 Proceedings

2 What say you about that?

3 MS. CONNELL: So first, your
4 Honor, I would say that that is --

5 THE COURT: You've got to show up
6 with a witness, in other words.

7 MS. CONNELL: First of all, we're
8 not talking about like the blanket
9 idea that the government can never be
10 deposed is of course untrue, but we're
11 talking about taking the deposition of
12 opposing counsel here and is it
13 necessary. And I would say it is not
14 on the grounds that the NRA asserts.

15 First of all, this is the first
16 time I've heard of allegations that we
17 have -- somehow there's something that
18 we gathered that wasn't in the
19 investigative file. We have produced
20 everything we gathered in the
21 investigation. We described it, we
22 told them how we searched for
23 information, we told them what we
24 produced, we told them what we
25 withheld and why, we told them who we

1 Proceedings

2 spoke to, so what purpose would be
3 served from deposing opposing counsel
4 here even if they could make a showing
5 that the same was necessary?

6 I also would point out, your
7 Honor, they haven't --

8 THE COURT: They're going to say
9 look, that's all well and good that
10 you told us that in writing, but we
11 want to scratch the surface a little
12 bit and aren't we entitled to a human
13 being who would respond to the itch.

14 MS. CONNELL: I would say, your
15 Honor, in this case they just haven't
16 made a showing that they're entitled
17 to a human being to scratch the itch.
18 What is the itch, really? If they
19 wanted to understand the metadata,
20 they need to go to Ackerman McQueen,
21 whom they certainly deposed in other
22 actions; they're free to depose here.
23 We can't speak to the metadata from
24 Ackerman here, we really can't. And
25 the similar with other third party

1 Proceedings

2 subpoena recipients. They're free to
3 depose them. And other than one
4 deposition, they've chosen not to. So
5 I just don't see where they have made
6 the showing to depose opposing counsel
7 here.

8 And I would say, your Honor, at
9 this stage of the discovery, getting
10 into like having a representative of
11 the Attorney General sit down and say
12 okay, what's the metadata from this
13 document from our vendor McKenna, can
14 you explain that and having an
15 attorney say no, they produced it in
16 response to a subpoena and we gave it
17 to you as we received it, speak to
18 McKenna, which they have been free to
19 do, serves no purpose except for waste
20 of time, waste of resources.

21 And I'd like to go back and
22 revisit the idea that we are in the
23 same position. We are not. We still
24 haven't gotten a privilege log that
25 complies with the NRA's burden. We

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haven't gotten a certification that really clarifies what we've produced. We haven't gotten all the documents that we've asked, and you've seen that through multiple court applications. But even with that, we've put it in writing to you that at this late stage in discovery, we don't see the purpose of inquiries like this, and we've withdrawn topic two except as to certain issues of spoliation that we have evidence to support and we've come forward. For example, former president Carolyn Meadows testifying under oath that she shredded and burned documents to avoid their production. That's the only thing that we would inquire about, for example.

So your Honor, I think we're talking about deposing opposing counsel here. They haven't made the necessary showing to do so, and my colleague, Steve Shiffman, will

1 Proceedings

2 address the law on this, including the
3 law we sent last night, which we don't
4 object to but which further supports
5 our claim. And they're really just
6 saying, well, maybe there might be
7 something, factors under the sun to
8 depose opposing counsel I think is an
9 insufficient reason to move forward on
10 these topics.

11 I also heard them say I think
12 there's reason to believe there are
13 witnesses we didn't identify or
14 something. I don't know what that is.
15 That wasn't brought up to us. Hearing
16 these topics for the first time in
17 front of your Honor, some of these
18 topics, is unhelpful. We've raised
19 the idea that we haven't had any real
20 meet and confer on this in the months
21 since March 23. I just think at this
22 point, your Honor, they haven't made
23 the showing they need to to depose the
24 Attorney General.

25 THE COURT: Mr. Shiffman, are you

1 Proceedings

2 going to pass the time to him?

3 MS. CONNELL: If you'd like him
4 to address the law on deposing
5 opposing counsel, your Honor, and the
6 matter of Rothco and --

7 THE COURT: I thought that's what
8 you told me you were going to do when
9 we started.

10 MS. CONNELL: Sure.

11 Steve Shiffman, do you want to
12 take the baton?

13 MR. SHIFFMAN: Sure.

14 Good morning, your Honor.

15 THE COURT: Good morning.

16 MR. SHIFFMAN: As your Honor has
17 pointed out in the past, there's a
18 high burden that needs to be shown
19 when a party seeks to depose opposing
20 counsel, which is exactly what the
21 Attorney General is in this
22 circumstance. And none of the cases
23 or none of the supplemental briefing
24 that's been given to your Honor
25 changes the analysis at all. In fact,

1 Proceedings

2 I'll point you to the letter that
3 Brewer firm sent in last night which
4 cites the Rothco case. In that case,
5 the lower court held that --

6 THE COURT: It makes your case, I
7 realize.

8 MR. SHIFFMAN: Yes, it makes our
9 case.

10 And the very fact here is that
11 special circumstances haven't been
12 shown, because the Attorney General's
13 has come forward and shown why various
14 privileges and work product doctrine
15 would be invaded by an examination of
16 counsel here. And the NRA has not
17 done anything to do that other than to
18 point to stamps which stand for the
19 proposition that the government as a
20 party is not immune from discovery
21 requests, but that's not the real
22 issue here. The real issue here is
23 whether they can examine the Attorney
24 General who, in this circumstance,
25 just as in the Rothco case, is not a

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1 party, is acting as the attorney.
2
3 Actually, in the Rothco case and the
4 decision below, the Attorney General
5 really was doing a lot of the same
6 things we're doing here where they
7 were asserting claims for malfeasance,
8 for self-dealing transactions, and the
9 court said you're entitled to inquire
10 into the bases for that. And what
11 happened -- and that goes up on appeal
12 to the First Department, the First
13 Department unanimously reverses that
14 decision and says no, that's not
15 special circumstances. You have not
16 shown special circumstances here to
17 depose your opposing counsel.

18 So I think our correspondence to
19 your Honor makes it very clear what
20 the law is here and that nothing that
21 the NRA has submitted has really
22 changed the analysis at all, except to
23 the point where they've provided
24 additional authority for our position.

25 I'm happy to answer any further

1 Proceedings

2 questions that your Honor has on that,
3 but I think it sums up.

4 Just one other point is that
5 where -- it goes a little bit to what
6 you were asking Ms. Connell about with
7 respect to whether or not you should
8 sit and object at an examination. I
9 think the SEC versus Rosenthal and
10 EEOC versus McCormick and Schmick's
11 point out that going that route, even
12 where there is some showing, is not
13 the ideal circumstance, because what
14 you're doing is imposing both a burden
15 on the Attorney General or the
16 government agency, but you're also
17 improving a burden on the court
18 because most of what's sought in those
19 examinations is privileged and you're
20 then going to be dealing with a series
21 of privileged assertions that will
22 really put an undue burden on the
23 parties and on the court. So even
24 where there is some showing, where
25 there certainly is not here, the

1 Proceedings

2 alternative of trying to depose
3 somebody and seek -- and interpose
4 objections during that is not a viable
5 one.

6 THE COURT: So Ms. Rogers, the AG
7 does have a point. It is the lawyer
8 here for the plaintiff. And I'm not
9 sure I know what it is that you can
10 get from a deposition of a designee of
11 the Attorney General's office. You're
12 going to be met with objections to
13 virtually all of the things that you
14 are seeking. I certainly believe that
15 you cannot inquire into what the
16 Attorney General herself may have said
17 or anybody else may have said outside
18 the context of the litigation. There
19 are allegations that are made in this
20 complaint that establishes the context
21 for discovery, what may or may not
22 have been said outside of what's been
23 alleged in the complaint and so on. I
24 just don't see how that should find
25 its way into this case, particularly

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given what Justice Cohen has said.
And I'm pretty clear that that's the
areas that you are just champing at
the bit to get into. But the trouble
is the judge has already made
decisions about that. And I certainly
can't go beyond what Judge Cohen has
said in that area.

That having been said -- let me
also say, look, there are all these
federal cases that you cited to me.
There's this one New York case that
you mentioned last night which, as I
indicated to Mr. Shiffman, it seems to
me it makes the AG's case, not your
case.

MR. CORRELL: Your Honor, this is
Kent Correll for Wayne LaPierre.

May I be heard?

THE COURT: Of course, sir. You
always get to be heard.

MR. CORRELL: Thank you.

I think the AG stopped too soon
in its analysis of Rothco because it

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actually doesn't make their case.

If you read People V. Katz, which is 84 A.D.2d 381, it's talking about Rothco. And it says, "however", after talking about Rothco, "in view of the Court of Appeals decision in People V. Bestline, the special circumstances criterion would appear to be too restrictive". So we have the First Department speaking in 1982 about Rothco and citing a Court of Appeals decision essentially getting rid of the specific circumstances or special circumstances criterion --

THE COURT: That's kind of an overstatement; is it not? Getting rid of the special circumstances? I don't think so. The special circumstances provides some flexibility. Don't throw it out the window.

MR. CORRELL: Your Honor, with respect to nonparty witnesses, which is the section of the CPLR that's being cited here, the special

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2 circumstances requirement has been
3 eliminated by amendment. You no
4 longer have to show special
5 circumstances for a nonparty witness.
6 So the law has changed, both the
7 decisional law and the statutory law,
8 which removes the piece of the Rothco
9 case that the Attorney General likes.
10 The law has changed.

11 MR. SHIFFMAN: Your Honor, if I
12 may respond to that.

13 THE COURT: Give me the sites so
14 I don't to go chase it.

15 MR. CORRELL: Sure. It is 84
16 A.D.2d 381. That's for People V.
17 Katz. And it cites Bestline, that's
18 the Court of Appeals case, in the
19 opinion. So you can just click on it.

20 THE COURT: I'll take a look at
21 it.

22 MR. SHIFFMAN: Your Honor if I
23 may respond, the party who submitted
24 the Rothco case is the NRA. We
25 believe it helps our case. But the

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2 applicable law here that we have cited
3 to is the Liberty Petroleum case,
4 which is from about three or four
5 years ago. That's a First Department
6 case that reconciles all the previous
7 decisions in it. And what it does it
8 has a three-part test that your Honor
9 is well aware of. It notes that a
10 depositions of opposing counsel, which
11 the NRA's trying to do here, are
12 disfavored. The NRA has not satisfied
13 that test, and that is the basis of
14 our argument.

15 For a reconciliation for how all
16 the prior cases go, we direct the
17 court and Mr. Correll's attention to
18 the decision in Liberty Petroleum.
19 That's where the current state of the
20 law is. And what it does is say where
21 there's a privilege issue, where there
22 is here, there is a burden that shifts
23 to the party seeking the examination
24 to satisfy three things: That it's
25 material and necessary, that they have

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2 a good-faith basis for seeking it, and
3 that the material is not available
4 from another source, and they've
5 failed to do that, and that's the
6 basis for our argument. So the fact
7 that the Rothco decision may have been
8 modified somewhat, it still really
9 shows that the deposition of opposing
10 counsel is disfavored. I think it's
11 along with a series of decisions that
12 are pretty clear, and they're both
13 state court decisions but also the
14 federal court decisions from New York
15 all come to the same result.

16 And the cases that they've cited
17 from Florida and Utah, which are
18 clearly distinguished in Contrarian
19 Press, apply a different standard.
20 The primary difference in those cases
21 is that they don't require a showing
22 that it's available from another
23 source, that there's some other means
24 to get that information. In any
25 event, Liberty Petroleum is the

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2 controlling authority in this
3 department.

4 MR. CORRELL: May I respond to
5 that?

6 THE COURT: Sure, Mr. Correll.

7 MR. CORRELL: So that's wrong for
8 two reasons. One, Liberty Petroleum
9 did not involve the Attorney General.
10 Number two, it did not involve
11 someone who had verified a pleading.
12 So it's distinguishable on those two
13 grounds.

14 Liberty Petroleum stands for the
15 unremarkable proposition that, in
16 civil litigation, you cannot harass
17 the opposite party, the opposing party
18 by noticing the deposition of their
19 attorney. We all agree with that.
20 This is not that case. We have
21 someone from the AG's office who is in
22 charge of the office who has verified
23 three pleadings that are voluminous
24 and in part upon information and
25 belief, in part upon personal

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2 knowledge. The case is apples and
3 oranges. Liberty has nothing to do
4 with this except to the extent --

5 THE COURT: Mr. Correll, help me
6 out. I struggle with this.

7 The AG is not the source of the
8 information that you are seeking from
9 the AG. They have independent
10 knowledge of all this. This is the
11 product of their collection efforts.

12 Isn't that right? Just yes or
13 no.

14 MR. CORRELL: I don't know.

15 THE COURT: You don't know?

16 MR. CORRELL: The honest answer,
17 your Honor, is I don't know.

18 THE COURT: Give me the
19 circumstance where information they
20 have would have come from someplace
21 other than outside the AG's office.

22 MR. CORRELL: Well --

23 THE COURT: Just one.

24 MR. CORRELL: Well, I'm trying to
25 think, your Honor.

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2 THE COURT: You're thinking to
3 think one. You've been at this case
4 for years and you can't come up
5 with one --

6 MS. ROGERS: Your Honor, may I be
7 heard?

8 THE COURT: No, I'm talking with
9 Mr. Correll. Thank you.

10 MR. CORRELL: I can imagine --

11 THE COURT: Just one.

12 MR. CORRELL: Would you give me
13 the question again, sir, so that I can
14 answer it to the best of my ability?

15 MR. FLEMING: Your Honor --

16 THE COURT: I'm going to ask the
17 reporter to read back my question to
18 you, sir.

19 MR. CORRELL: That you.

20 MR. FLEMING: Your Honor, if I
21 can have a chance to be heard. This
22 is William Fleming on that question.

23 THE COURT: Not yet.

24 Mr. Hock?

25 (Whereupon the requested portion

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2 was read back by the reporter)

3 MR. CORRELL: I'll give you one.

4 Information could come from Letitia

5 James as to what relief she's asking

6 the office to seek against my client

7 under the not-for-profit corporation

8 law, because I have a motion pending

9 to dismiss the complaint against my

10 client on the theory that the Attorney

11 General is seeking relief that she is

12 not authorized to seek under the

13 not-for-profit corporation law. So I

14 want to know where the decision came

15 from to seek relief that she's not

16 authorized to seek.

17 THE COURT: So you want to depose

18 the AG with respect to the legal

19 position they're taking, not with

20 respect to any fact that --

21 MR. CORRELL: The fact --

22 THE COURT: No, you want to know

23 how -- explain your -- explain why you

24 want the relief that you want to have.

25 That's all argument, Mr. Correll,

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2 that's nothing more than that.

3 MR. CORRELL: Your Honor, they're
4 asking for damages against my client,
5 and we don't know what damages they're
6 asking for, what the basis for their
7 request for damages is. That's not
8 attorney work product, that's what is
9 the basis of your claim for damages;
10 what damages do you claim my client
11 caused.

12 MR. FLEMING: Your Honor --

13 THE COURT: And is the source of
14 the facts that you are seeking from
15 inside the Attorney General's office?

16 MR. CORRELL: Well, I think it
17 is. If they have an idea that
18 there's --

19 THE COURT: Really? Help me out.
20 Explain that to me.

21 MR. CORRELL: Your Honor, they've
22 asked for damages. They've alleged no
23 facts that would support a claim for
24 damages, either under the statute or
25 factually.

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THE COURT: That's the end of it. Because they don't have facts themselves. They have a legal position, they have arguments, they're using facts collected from outside the Attorney General's office, but you have yet to show me a single circumstance where the facts that you want to uncover come from inside the Attorney General's office. I just don't see it. Maybe I'm just a little slow at this.

MR. CORRELL: No, you're not slow, your Honor, it's a difficult issue, and we're all struggling with it.

The fact is -- look, think of it -- I've had witnesses try to claim the Fifth Amendment and refuse to answer any questions and courts have always said, look, you've got to sit down and let the questions come one at a time and figure out whether it's a proper question and whether they have facts

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2 that they can supply to answer the
3 question. That's how they went at it
4 -- that's how the court suggested they
5 go at it in Rothco and that's how we
6 should go at it here. We can't do a
7 blanket judgment on whether the AG has
8 any knowledge of any facts relevant to
9 this litigation and just assume that
10 they don't. We can ask questions and
11 they can object, and it could be a
12 very short deposition.

13 Jim Sheehan is not a shrinking
14 violet, and Ms. Connell knows how to
15 object, and it could be an hourlong
16 deposition.

17 THE COURT: Do you want to take
18 the deposition of Tish James to find
19 out what's her basis for wanting
20 damages from the NRA; is that it?

21 MR. CORRELL: I would love to
22 take the deposition of Tish James to
23 ask a few questions about this action
24 and why they're seeking --

25 THE COURT: Sir, sir, I'm trying

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2 to probe what you've just told me.
3 Please don't take us down a different
4 alley. Let's stay in the lane that
5 you have set out for us. And you're
6 talking about this request for
7 damages, and so you think that Tish
8 James can give you facts relating to
9 your damages claim?

10 MR. CORRELL: I could ask the
11 question. If she said I don't have
12 any facts, that would be the end of
13 it, I suppose.

14 THE COURT: Thank you, sir.
15 Somebody else wanted to weigh
16 in? Who's this?

17 MR. FLEMING: This is William
18 Fleming.

19 Can you hear me?

20 THE COURT: Yes, Mr. Fleming.

21 MR. FLEMING: It's William
22 Fleming. I represent an individual
23 defendant. I apologize for not being
24 on video here.

25 THE COURT: I don't see you.

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2 You're on the phone?

3 MR. FLEMING: I'm on the phone.
4 I couldn't get entry to the video
5 room.

6 THE COURT: You don't have to
7 apologize. Go ahead.

8 MR. FLEMING: As Ms. Connell
9 admitted, the government is not above
10 having to sit, produce a human being
11 to answer questions.

12 Now, one of the questions in
13 this very voluminous complaint is they
14 allege facts, and this speaks to your
15 Honor's point about facts, relating to
16 transactions but they preface it by
17 saying, for example, and it is still
18 unclear now a year and a half into the
19 case what the extent and scope of
20 those transactions are. To have a
21 human being sit and say are you
22 alleging anything other than
23 transaction A, B, and C, if so, what
24 is it. I think that's a fair minimum
25 of discovery --

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2 THE COURT: That's the subject
3 for contingent interrogatories; isn't
4 it?

5 MS. ROGERS: Your Honor, may I be
6 heard?

7 THE COURT: Not yet.
8 Isn't that so?

9 MR. FLEMING: It can be, your
10 Honor. But in the interest of
11 efficiency, it seems to produce a
12 human being to answer that question
13 and the questions from the other
14 defendants is the best way to do it,
15 and it's been done before as the NRA's
16 pointed out in the bankruptcy case.
17 And as Mr. Correll points out, my
18 witness produced by the AG, you know,
19 are not shrinking violets, they do
20 know how to object. If they're
21 objectionable questions, that's
22 simple. But if they're legitimate
23 questions, you get the information out
24 there and Defendants are able to debt
25 the discovery they're entitled to.

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2 THE COURT: Thank you.

3 Somebody else wanted to say
4 something? Was that you, Ms. Rogers?5 MS. ROGERS: Yes, your Honor,
6 from the NRA.7 So when we began the discussion
8 this morning, we were really focused
9 on topics one, two, and three from the
10 prior notice, which deal with
11 discovery. And you're right, in that
12 instance, a lot of the information the
13 AG has comes from other sources.14 But now we've shifted to what I
15 think really is the main impetus for
16 our needing of the 11(f) deposition,
17 which is discovery of the factual
18 basis for the allegations. And I'll
19 only read one, because I think your
20 Honor knows where I'm going. But for
21 example, in paragraph ten of the
22 complaint they say, "LaPierre with the
23 aid of Phillips, Powell, and Frazer,
24 procured personal financial benefits
25 for board members, vendors, and even

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2 former employees". We want to say
3 what do you mean, what vendors, what
4 former employees. And in this quasi
5 death penalty case where they're
6 seeking to place the NRA under
7 government control for an indefinite
8 period of time, that's the bare
9 minimum discovery we think we're
10 entitled to.

11 Now, your Honor's responded
12 okay, the factual basis for the
13 allegations you're facing, clearly
14 that's discoverable but why can't you
15 use contention interrogatories for it.
16 Well, your Honor, one reason is that
17 if you look at appendix A to the NRA's
18 June 13 letter submission, we actually
19 list out, we have a chart of all of
20 these vague or illustrative example
21 allegations where they don't tell us.
22 They'll say things like the NRA
23 committed a bunch of fraudulent
24 transactions, for example this one.
25 And I want to ask what are all the

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2 other ones. And if you read

3 through --

4 THE COURT: What you're concerned
5 about are where they come up with "for
6 example". You're not so much
7 interested in facts relating to the
8 example they gave. What you're
9 looking to probe is what are the other
10 examples that they have not listed.
11 That's your point.

12 Is that correct?

13 MS. ROGERS: There are two main
14 things we're looking to probe, your
15 Honor. One is there's a bunch of
16 places in the complaint where they say
17 for example. I want to say give us
18 the whole list of transactions you're
19 alleging were fraudulent or filings
20 you're alleging were false or
21 contracts you're alleging were
22 fraudulent. That's category A of what
23 we're speaking.

24 Category B --

25 THE COURT: And that's

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2 appropriate for an interrogatory
3 question; is it not?

4 MS. ROGERS: Your Honor,
5 certainly it's with the realm of what
6 interrogatories could touch. But if
7 you look at the list of examples we've
8 provided, the interrogatories in the
9 commercial division are actually much
10 more circumscribed than they are in
11 federal court, and that's why we have
12 this raft of federal cases that kind
13 of waffle and say, well, you are
14 allowed to have discovery but why
15 don't you use interrogatories for it.

16 So this Rosenbaum case, for
17 example, that Mr. Shiffman cited
18 earlier specifically points to the
19 Southern District local interrogatory
20 device that would provide expanded
21 discovery in this area. We don't have
22 it here. And we actually have more
23 than twenty-five --

24 THE COURT: What is it you don't
25 have here with respect to

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2 interrogatories? I understand the
3 presumptive limitations on
4 interrogatories in the commercial
5 division, but that's not a concrete
6 silo. In appropriate circumstances,
7 the court can permit discovery beyond
8 -- interrogatories beyond the
9 twenty-five but you have to show that
10 there is a need for it, at least
11 that's my understanding of the
12 commercial division rules.

13 MS. ROGERS: Certainly -- look,
14 there are reasons a deposition is
15 preferable, it's interactive, you're
16 not just given one response that
17 you're stuck with, you can explore and
18 probe, and we certainly think we're
19 entitled to do that. But obviously if
20 we were deprived of any deposition
21 discovery, we would seek expanded
22 interrogatories.

23 One thing I'll note, your Honor,
24 is this Katz case, which both sides
25 have cited, is effectively kind of a

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2 compromised approach. What the Katz
3 court says is, you know, because the
4 deposition of the Attorney General in
5 this case raises all of these issues,
6 we, the appellate division, are going
7 to hesitate to just grant it out of
8 the gate the way the trial judge
9 wants. But what the Katz court orders
10 is it orders this more extensive
11 written disclosure as to the factual
12 basis for certain allegations. And
13 then it says once they've done their
14 more extensive written disclosure,
15 come back and we will schedule the
16 deposition next term and it will be
17 tailored to those loose ends that may
18 remain.

19 So even the Katz court, which is
20 a state appellate court, recognizes
21 that the written discovery is helpful
22 but it's not necessarily sufficient,
23 and we've established -- I think
24 everyone on this call agrees that just
25 because you're the government doesn't

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2 mean you don't have to provide a human
3 to sit, and we know that.

4 So the next argument the AG
5 makes is look, it's not because we're
6 the government, it's because we're
7 outside counsel and Liberty Petroleum,
8 which has nothing to do with
9 government litigants but does have to
10 do with counsel depositions, factors
11 in. And I'd be happy to take your
12 Honor through all of the Liberty
13 Petroleum factors and explain why we
14 satisfy them. But I will just note
15 that, as to the main guts of what
16 we're seeking in this deposition is
17 what do you mean when you accuse us of
18 these things; what transactions are
19 you saying ran afoul of the law.
20 That's clearly material necessary
21 information for our defense and it
22 does not reside with the NRA, it
23 resides only with the AG, because
24 right now the answer we're getting
25 effectively is go fish. You know what

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2 transactions you did. Whatever you
3 did wrong, you know, and at trial
4 we'll decide which ones we think are
5 bad, basically, is how it feels to be
6 on this end of this discovery.

7 And we've gotten interrogatory
8 responses just yesterday that are not
9 that helpful on that theme. But as to
10 the Liberty Petroleum factor, do you
11 actually need the information, the
12 answer is yes. Only the AG knows what
13 they mean when they say "for example".

14 And the other category of
15 allegation, your Honor, that we
16 highlight in our appendix to our
17 June 13 submission in addition to the
18 illustrative exemplary allegations, we
19 highlight allegations where they say
20 on information and belief X happened,
21 but what information? It's acceptable
22 to plead that way out of the gate, but
23 at some point in discovery you have to
24 put up or shut up, and that's what
25 we're asking the AG to do. We think

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2 that's extremely distinct from
3 inquiring into legal theories or
4 counsel's mental impressions; what is
5 the information and belief upon which
6 the state is accusing my client of
7 defrauding the people. So that's the
8 first Liberty Petroleum factor we
9 needed.

10 Then Liberty Petroleum talks
11 about good faith, and if you read that
12 decision, it's very clear, and I'll
13 quote it. They say that the reason
14 they're interested in good faith is
15 because depositions of counsel can be
16 a device for "mischief" and can be
17 used to sort of make counsel into a
18 fact witness and shoehorn in a
19 disqualification motion. We're not
20 doing that here. We wouldn't be able
21 to do that here. In a way, the fact
22 that the litigant is the government
23 kind of nullifies that factor. We
24 can't disqualify the Attorney General.
25 I'm not waiving any rights, but I

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2 can't see a way we disqualify them.

3 And the third Liberty Petroleum
4 factor --

5 THE COURT: The reason why you
6 think you can depose the Attorney
7 General is, under the law, she can't
8 be disqualified, so the basis for the
9 rule doesn't apply here is what you're
10 telling me?

11 MS. ROGERS: So it's a
12 three-prong rule is what --

13 THE COURT: You realize I'm going
14 to reject that out of hand.

15 MS. ROGERS: Your Honor, let me
16 clarify. I want the record to be
17 clear.

18 So what we're saying is it's a
19 three-prong --

20 THE COURT: That's a very strange
21 position to be taking, Ms. Rogers.

22 MS. ROGERS: It would be, your
23 Honor, which is why I've not taken it.
24 So allow me to clarify my position for
25 the record. It's a three-prong rule.

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2 One of those prongs deals with bad
3 faith disqualification gambits and
4 we're saying that is not a salient
5 prong here.

6 THE COURT: Right.

7 But you can't turn that on its
8 head and say therefore that allows us
9 to depose the Attorney General.
10 That's what you're arguing.

11 MS. ROGERS: Your Honor, the
12 NRA's position is not that we are
13 either entitled to disqualify or
14 depose. The NRA's position is that
15 we're entitled to depose for reasons
16 that Liberty Petroleum supports rather
17 than discredits and for the reasons
18 we've set forth in our papers.

19 THE COURT: Let's move on.

20 MR. SHIFFMAN: Your Honor, would
21 you like me to respond?

22 THE COURT: No, Mr. Shiffman.

23 Let's do this, and this is
24 directed to you, Ms. Rogers. There
25 are I guess four areas that you left

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2 open back in March. Maybe I have it
3 wrong. But you wanted to -- maybe
4 it's five. You wanted to know all the
5 steps taken by the Attorney General to
6 identify, preserve, or collect, and
7 produce documents, communications, and
8 other information in response to, and
9 then you list various discovery
10 demands that you made of the Attorney
11 General. And you want a human being
12 -- that you want to examine a human
13 being with respect to all of those.

14 Is that right, ma'am?

15 MS. ROGERS: Yes.

16 So just to be clear, I think
17 that there's three parts here.

18 Part one is we want to examine a
19 human being about those first three
20 topics your Honor just recited, the
21 document collection, preservation,
22 discovery stuff. That's the first of
23 three things we want.

24 The second thing we want is we
25 want to examine a human being about

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2 the accusations made against us in
3 public. So just as the AG has
4 repeatedly queried NRA witnesses about
5 their public statements regarding this
6 case, we want to be able to say, when
7 you held a press conference regarding
8 this litigation and you said this
9 about it, what did you mean.

10 THE COURT: Let me stop you.

11 We'll get to that one.

12 Go ahead.

13 MS. ROGERS: And then the third
14 bucket, your Honor, which wasn't
15 addressed in March, I just want the
16 record to be clear that it remains on
17 the table is the second 11(f) notice
18 we served which did not specify topics
19 but for which the impetus is we want
20 to inquire about the factual basis for
21 the claims. So that, your Honor, is
22 the foundation of me saying we want to
23 ask what do you mean when you say
24 these transactions were bad. That's
25 the third and the largest bucket of

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2 subject matter we want to cover in an
3 11(f).

4 MR. SHIFFMAN: Your Honor, may I
5 briefly respond?

6 THE COURT: No, sir, not right
7 now. Maybe you'll get your moment.
8 I'm not sure.

9 MR. SHIFFMAN: Thank you.

10 THE COURT: So Ms. Rogers, help
11 me out. You're asking for -- I'm
12 going to spend a fair amount of time
13 on one, but this really applies
14 probably to the others. All steps
15 taken by you to identify, preserve,
16 collect, and produce documents,
17 communications, et cetera.

18 Ms. Rogers, aren't you asking
19 therefore the Attorney General to
20 expose its investigatory methods?

21 MS. ROGERS: Not necessarily.

22 THE COURT: Isn't that what
23 you're asking? Yes or no.

24 MS. ROGERS: No.

25 THE COURT: So you want them to

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2 identify the documents and
3 communication. You want to know about
4 the steps they took to identify
5 documents, et cetera. That's all
6 about investigatory methods; isn't it,
7 ma'am?

8 MS. ROGERS: I think it's --

9 THE COURT: I don't know how you
10 get around that one. I'll give you
11 the chance.

12 MS. ROGERS: I'm taking my
13 chance.

14 So you can construe the question
15 to cover some questions like that, but
16 it also encompasses the really type of
17 mundane subject matter which is
18 partially but not entirely covered
19 under a privilege log affidavit. So
20 an investigative methods question
21 might be how did you decide which
22 witnesses to get documents from. I'm
23 not asking about that.

24 THE COURT: The question that
25 you're asking here asks precisely

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2 that.

3 MS. ROGERS: But it also asks
4 other things, your Honor.

5 THE COURT: Like what?

6 MS. ROGERS: Like before you
7 produced this document to us, what
8 computer was it on; why does it not
9 have metadata.

10 THE COURT: Why isn't that part
11 of their investigative methods? The
12 way they go about collecting
13 information exactly is what we call
14 investigative methods; isn't it?

15 MS. ROGERS: Your Honor, what I
16 would say is that the public policy
17 considerations that shield discovery
18 of investigative sources and methods,
19 like how did you contact your
20 confidential informant, don't apply to
21 a situation where you're asking
22 ministerial questions like we served
23 document requests on you in February,
24 you know, and why did we not get this
25 document until March or where did the

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2 document reside in your office before
3 we received it. That's not how did
4 you conduct your investigation, it's
5 how did you respond to discovery. The
6 NRA submits that those are different.

7 THE COURT: And then they're
8 going to have to say, well, because we
9 needed to do A, B, or C, which was
10 another branch of the same
11 investigation, and that goes right to
12 the heart of their methods. I just
13 don't see how you get around it.

14 Again, as I've suggested to Mr.
15 Correll, maybe I'm just being slow.

16 MS. ROGERS: We're not saying
17 that, your Honor.

18 THE COURT: And if you buy that,
19 I'll sell you a bridge.

20 MS. ROGERS: All I'll say, your
21 Honor, for the record before we move
22 on, is that we're drawing a
23 distinction between investigative
24 sources and methods that would reveal
25 things like confidential means and

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2 ministerial questions about document
3 production.

4 THE COURT: We're going to go to
5 a deposition where we're going to have
6 back and forth about what has to do
7 with methods versus what arguably is
8 not.

9 That's what you're going to do
10 in your efforts to understand what
11 steps they took?

12 MS. ROGERS: Your Honor, we'll
13 ask questions and we expect objections
14 to be interposed and we don't expect
15 to elicit testimony about privileged
16 information, we expect to elicit
17 testimony --

18 THE COURT: That's exactly what
19 you're asking for. That's exactly
20 what you're asking for.

21 MS. ROGERS: The NRA's position,
22 your Honor, is not all steps taken to
23 produce documents in a litigation
24 constitute --

25 THE COURT: You want to know all

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2 steps taken. Read the question. Read
3 your question. All steps taken. You
4 want to get down in the boiler room as
5 to an identification.

6 MS. ROGERS: I'm not trying to
7 get into the boiler room, your Honor.
8 As a matter of diligence, if we were
9 to strike every discovery request
10 which would be read facially to
11 encompass some of privileged
12 information, there would be no
13 discovery requests pending against the
14 NRA. But the fact is --

15 THE COURT: Ms. Rogers, this is
16 your question, not mine.

17 MS. ROGERS: Understood.

18 THE COURT: Let's take a look at
19 the second. Again, all steps taken to
20 comply with the NRA's RFP, et cetera.

21 Haven't you already been told
22 that and their responses? They
23 produced the file and they have also
24 told you what they are withholding and
25 why.

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MS. ROGERS: Your Honor, what we've been told is the steps that were taken to assemble the privilege log, which is distinct. And we note that this commercial division requirement that they enumerate the steps taken to assemble the privilege log does not implicate investigative privilege either because these are mundane things that parties do in litigation. They explain where they got the documents, not where they got them from witnesses but how they were produced in the litigation. We've received some of that information. We've received some of it as to the privilege documents, but we haven't had the chance to scratch the surface, as your Honor noted, and ask questions about what we got in writing. And then we haven't even started to scratch when it comes to non-privileged documents. So we're perfectly willing to represent, your

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2 Honor, that we won't inquire about
3 privileged information even to the
4 extent that the deposition topic could
5 be most broadly read to intrude on it,
6 but we think that there's plenty of
7 non-privileged information like the
8 information we've already been given
9 but haven't had a chance to ask and
10 answer about that is non-privileged
11 that is relevant to the topic.

12 THE COURT: I could drill down
13 more on that one.

14 The third one says, "the
15 contents of the OAG's responses and
16 objections". I think I read that last
17 night -- that sentence last night
18 about five different times and even
19 know I still can't figure out what
20 you're asking for there.

21 MS. ROGERS: So we served
22 document requests on them, they served
23 responses and objections to us, the
24 same with interrogatories.

25 THE COURT: You want to know the

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2 contents of what they sent you?

3 MS. ROGERS: Your Honor, we want
4 the subject matter of the testimony to
5 be the content. For example --

6 THE COURT: May I read your
7 words? These are your words, not
8 mine. "The contents of the OAG's
9 responses and objections dated
10 February 18", yadda, yadda, yadda.

11 MS. ROGERS: Yes.

12 THE COURT: You want to ask them
13 questions about what they sent you; is
14 that it?

15 MS. ROGERS: Obviously, your
16 Honor, we would not use the deposition
17 to have them read into the record the
18 text of what they sent us.

19 THE COURT: That's not so obvious
20 to me, because the words that you
21 wrote seeks precisely that.

22 MS. ROGERS: Well, your Honor, if
23 I may, asking about the contents of a
24 document doesn't just mean asking the
25 document to be read out loud, it's

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2 questions like what did you mean, what
3 documents --

4 THE COURT: What did you mean by
5 the documents that you produced?

6 MS. ROGERS: What do you mean
7 when you wrote this, and I don't have
8 those objections in front of me --

9 THE COURT: But the documents
10 they provided to you were the
11 documents you gave them; isn't that
12 right?

13 MS. ROGERS: I think there's a
14 bit of confusion here, your Honor.

15 The responses and objections
16 don't just consist of the document
17 product purpose. There's also a
18 separate document authored by the
19 Attorney General served on us titled
20 Responses and Objections to the NRA's
21 Document Requests that says things
22 like here's what we're not giving you
23 and here's why, and we want to be able
24 to have a question and answer about
25 the content of those objections.

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2 THE COURT: I don't follow. I
3 really don't.

4 MS. ROGERS: So your Honor, the
5 response to the document request does
6 not just investigate of the
7 investigative file --

8 THE COURT: So we're not going to
9 be able to give you this category of
10 privileged information and you want to
11 know why they're claiming it's
12 privileged?

13 MS. ROGERS: Well, privilege is
14 not the only objection asserted. So
15 there are objections asserted
16 regarding --

17 THE COURT: So the questions that
18 you're asking doesn't go to the
19 privilege, so I sure picked the wrong
20 example. Fair enough.

21 Give me an example of what
22 you're talking about that helps me
23 make sense of number three.

24 MS. ROGERS: I think my colleague
25 will provide me a copy of these

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2 objections and I can be even more
3 specific, but there are objections
4 asserted that aren't privilege. And
5 this is the NRA has been asked in its
6 depositions about contents of
7 objections it's served, so we would
8 like to be able to ask the same kinds
9 of questions.

10 THE COURT: That doesn't quite
11 answer my question; does it?

12 MS. ROGERS: I tried, your Honor.

13 THE COURT: You're simply saying
14 to me, well, I don't know, but what's
15 good for the goose is good for the
16 gander, and that's my response and I'm
17 sticking with it.

18 MS. ROGERS: Not quite, your
19 Honor. That intuition is clearly
20 there, that's part of proportionality
21 and fairness, but also the bottom line
22 is they served a document on us, they
23 served a document on us that they
24 signed that said we can't give you the
25 documents you're asking for and here's

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2 a bunch of reasons, and we'd like to
3 have a human in a room to ask about
4 those reasons.

5 THE COURT: Just repeat what you
6 just said.

7 MS. ROGERS: Certainly, your
8 Honor.

9 They've served responses and
10 objections to our document requests.
11 It enumerated in numbered paragraphs
12 reasons why they can't or won't give
13 us what we've asked for and we want to
14 put a human in a chair and ask about
15 those reasons that they've set forth
16 why they can't give us what we've
17 asked for, just as has been done, and
18 I have the document in front of me
19 now.

20 So for example, in addition to
21 privilege, we asked for documents
22 regarding the investigation and they
23 say that that's vague. They say that
24 it's overly broad. They say that
25 there's documents regarding the

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2 investigation which are not relevant
3 to the case. We want to know what
4 they mean by that. That's the
5 responses and objections we're talking
6 about. We're not talking about the
7 pile of documents they gave us. We're
8 talking about the documents the
9 documents they gave us explaining that
10 they weren't giving us other things.

11 Am I being clear?

12 THE COURT: I think I understand.

13 Let me ask Ms. Connell.

14 In that response that Ms. Rogers
15 referenced, I have the impression not
16 so much in that but sort of sitting
17 underneath it was your statement that
18 we've provided the investigative file,
19 which I assume is rather large, and to
20 the extent that you're not giving them
21 information that's in that file, you
22 are -- you're asserting privilege and
23 you provided a privilege log, and
24 that's the universe of what you have,
25 or am I mistaken?

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MS. CONNELL: No, your Honor, you are one hundred percent correct. I think taking a demand that we're not seeing and an answer that we're not seeing out of context and talking about them is a little hard to deal with, but I would like to point out that we have produced to them the entirety -- and we've said this over and over in writing, we've said it to you -- of our investigative file except for what we've withheld as privilege which is on our log which has never been challenged. To the extent that the NRA believed that we withheld a responsive document, they should have moved to compel, as we have done in regard to them. They have not done that. Sometimes their demands to us were overbroad in terms of the time period or who was included. So for example, we objected to many of their demands because they were directed to the Attorney General

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2 in her individual and official
3 capacities, they were directed to all
4 state agencies, all state officers,
5 all state, you know, entities, and we
6 can't respond. So we preserved those
7 objections. But what we did and what
8 we're clear about is produced the
9 entire investigatory file. If they
10 had a problem with the document
11 response, the answer is you meet and
12 confer specifically with regard to
13 those responses, and if they are not
14 resolved, to move to compel. But
15 we're at July 7 with fact discovery
16 ending July 15. We had something
17 like, I don't know, eight submissions
18 on this 11(f) notice, and this is a
19 moving target about what they want.
20 They can't depose opposing counsel on
21 the basis of their objection. That's
22 a legal argument to be dealt with in
23 that context.

24 THE COURT: Let me go back to Ms.
25 Rogers.

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2 So looking back at number four,
3 you want facts and circumstances
4 concerning the drafting, contents,
5 timing, and release of any public
6 statements concerning the NRA, et
7 cetera.

8 Now, given what Justice Cohen
9 has done with respect to the
10 counterclaim, it seems to me that
11 public statements really are not a
12 subject of this case. What is the
13 subject of this case is what is in the
14 complaint; isn't it?

15 MS. ROGERS: I have two responses
16 to that, your Honor.

17 First, Justice Cohen dismissed
18 the NRA's counterclaims, but there are
19 affirmative defenses that are still
20 alive that I think the AG is seeking
21 to dismiss but have not been
22 dismissed. He didn't refuse to
23 dismiss them. They're out there. And
24 one of those is unclean hands, which
25 implicates some of the same animus

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2 issues.

3 But furthermore --

4 THE COURT: Unclean hands of the
5 government?

6 MS. ROGERS: That is a viable
7 affirmative defense. It's addressed
8 in some of the cases that both parties
9 cited.

10 THE COURT: And the unclean
11 hands, you have to somehow show some
12 effort to deprive you of some sort of
13 constitutional right; don't you?

14 MS. ROGERS: Yes, so that there's
15 unconstitutional animus or motives.

16 THE COURT: And that's what
17 you're going to try to prove somehow?

18 MS. ROGERS: Yes. And obviously
19 the public statements are probative of
20 that. Those have not been dismissed.

21 THE COURT: How are the
22 statements probative of that? You
23 have to show that there's some -- I
24 don't know that you being deprived of
25 any constitutional right.

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2 One thing is for sure, if I read
3 the press correctly, the NRA has not
4 been shy about expressing its views
5 and nobody has tried to prevent it
6 from expressing its views.

7 Do I have that wrong?

8 MS. ROGERS: I don't know what
9 you're reading from, your Honor,
10 but --

11 THE COURT: I'm not reading from
12 anything other than the fact that I
13 know that the NRA speaks and speaks
14 all the time. You were in Congress a
15 couple of weeks ago speaking.

16 MS. ROGERS: That's true, your
17 Honor.

18 THE COURT: You, yourself, told
19 me that Mr. LaPierre didn't have much
20 time for this lawsuit because he is on
21 the Hill making your case. He is
22 speaking.

23 MR. CORRELL: Your Honor, if I
24 may address that, since you've invoked
25 Mr. LaPierre --

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2 THE COURT: No, sir.

3 MS. ROGERS: I can address it.

4 So in the constitutional
5 jurisprudence, your Honor, we will
6 find that the mere fact that we
7 continue to speak and have not been
8 silenced in the matter like a Chinese
9 dissident might be doesn't mean that
10 there are no constitutional issues
11 implicated, as indeed Judge Cohen
12 found when he dismissed several counts
13 of the initial version of this
14 complaint on First Amendment grounds.
15 The NRA continued to speak then. We
16 have another case pending in the
17 Northern District of New York that has
18 survived several motions to dismiss on
19 the basis of unconstitutional animus.
20 And I can get into the First Amendment
21 theories, your Honor, if we --

22 THE COURT: Is there any
23 unconstitutional animus that you're
24 alleging in this case?

25 MS. ROGERS: Yes.

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2 THE COURT: What is that?

3 MS. ROGERS: So there's this
4 theory called First Amendment
5 retaliation under the First Amendment
6 if a government takes adverse action
7 against you, which this case clearly
8 is --

9 THE COURT: The complaint here
10 simply focuses exclusively on misdeeds
11 of NRA executives, basically.

12 MS. ROGERS: Yes, your Honor, but
13 there's a raft of constitutional
14 jurisprudence saying that, even if --

15 THE COURT: That you're protected
16 by the Constitution from abusing your
17 authority? Not so much abusing your
18 authority but I'm talking about
19 conduct that Justice Cohen has
20 mentioned, which he says are --
21 constitute -- well, I don't know if he
22 says that it constitutes misconduct
23 but that's certainly what he's
24 suggested.

25 Let me see if I can find what he

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2 says.

3 MR. SHIFFMAN: Your Honor, can I
4 interject? This is Steve Shiffman --5 THE COURT: Taking it from the
6 AG's letter and they're citing what
7 Justice Cohen said, Ms. Rogers, "the
8 NRA's factual allegations do not
9 support any viable legal claims that
10 the Attorney General's investigation
11 was unconstitutional, retaliatory, or
12 selective. The investigation followed
13 reports of serious misconduct and it
14 uncovered additional evidence that, at
15 a bare minimum, undermined any
16 suggestion that it was a mere pretext
17 to penalize the NRA for its
18 constitutionally-protected activities.
19 Although certain of the Attorney
20 General's claims were dismissed by the
21 court on legal grounds, there were
22 serious claims based on detailed
23 allegations of wrongdoing at the
24 highest levels of a not-for-profit
25 organization as to which the Attorney

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2 General has legitimate oversight
3 responsibilities". And then he says,
4 "the narrative that the Attorney
5 General's investigation into these
6 undeniably serious matters is nothing
7 more than politically motivated and
8 unconstitutional witch hunt, is simply
9 not supported by the record". That's
10 what the judge says, and I'm in no
11 position to argue with that, Ms.
12 Rogers.

13 MS. ROGERS: Your Honor, to be
14 clear, we're not asking --

15 THE COURT: And if you're asking
16 for the opportunity to push back on
17 what Judge Cohen says, go talk to
18 Judge Cohen, not me.

19 MS. ROGERS: Unfortunately, your
20 Honor, we're not. Before you right
21 now we are not asking you to
22 resuscitate the counterclaims at all.
23 We're simply pointing out that there
24 are live claims which Judge Cohen has
25 not dismissed which raised some of the

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2 same issues.

3 But I also want to get off the
4 unconstitutional animus for a moment,
5 because even if you were to assume
6 that the affirmative defense is going
7 to be dismissed, even if you take the
8 position, as the AG does which the NRA
9 doesn't, that the AG's reasons for
10 targeting the NRA are completely
11 outside the scope of this litigation,
12 we should still be allowed to inquire
13 into public statements made about the
14 allegations in this case.

15 THE COURT: Given what Justice
16 Cohen has said?

17 MS. ROGERS: Well, in any
18 litigation, your Honor, even one that
19 doesn't involve allegations of
20 unconstitutional animus, if you're a
21 litigant who goes on TV and says
22 things about the allegation and the
23 complaint, it's a reasonable step at a
24 deposition to inquire about those
25 statements.

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2 THE COURT: Really?

3 MS. ROGERS: Yes. I mean, that's
4 certainly consistent with my
5 experience. The statements are not
6 privileged.

7 THE COURT: You've going ask
8 about things that have nothing to do
9 with the lawsuit?

10 MS. ROGERS: Not true.

11 THE COURT: Oh, you can, you can
12 ask things that have nothing to do
13 with the lawsuit?

14 MS. ROGERS: No, your Honor, it's
15 not true that we're seeking to ask
16 things that have nothing to do with
17 the lawsuit. If a litigant in a
18 pending litigation goes on television
19 and makes statements about the
20 contents of the lawsuit, there's no
21 reason those statements shouldn't be
22 subjects of discovery, you should get
23 to ask what you mean, that kind of
24 thing.

25 THE COURT: But the lawsuit has

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2 nothing to do with those statements.

3 MS. ROGERS: But we disagree.

4 THE COURT: Why do you get to
5 pull them into the case? I don't
6 understand.

7 MS. ROGERS: Several of the
8 statements are about the lawsuit.

9 THE COURT: The statements are
10 about the lawsuit?

11 MS. ROGERS: Right. Within the
12 ambit of the request your Honor just
13 read aloud --

14 THE COURT: Let's move on.

15 Mr. Correll, you had something
16 you wanted to tell me?

17 MR. CORRELL: I was just going to
18 reserve on some of these issues that
19 are coming up because I think they're
20 kind of beyond discovery. And I just
21 want to make clear for the record that
22 I'm reserving all rights on behalf of
23 Mr. LaPierre with respect to the issue
24 of whether there has been an
25 unconstitutional overreach by the

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2 Attorney General, at least with
3 respect to the relief that's being
4 sought which, in my view, is ultra
5 vires and not authorized by the
6 statute.

7 MR. SHIFFMAN: Your Honor, may I
8 just add one of two brief points on
9 it?

10 The cases I think make clear and
11 Judge Cohen's ruling make clear these
12 matters are irrelevant. That's
13 because they have not alleged that
14 there's a constitutional right that
15 they've been deprived of. That goes
16 to the first part of it, but their
17 unclean hands is deficient for another
18 reason and it's beyond that they can't
19 allege a constitutional right that's
20 been deprived, it's also because they
21 can't allege that anything happened to
22 them in this litigation that affects
23 their ability to defend it. There's
24 numerous cases, including the various
25 cases involving the Trumps and Mr.

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2 Trump and his foundation that stand
3 for the proposition that this
4 information is irrelevant. So I think
5 it's law of the case here that the
6 information that they're seeking to
7 obtain here is irrelevant and that's
8 because they don't allege a
9 constitutional violation and they
10 can't allege a constitutional
11 violation, which goes to the heart of
12 the unclean hands defense that they're
13 trying to assert.

14 MR. CORRELL: Your Honor, if I
15 may to respond to that, I tried to
16 stay out of it, but the fact is, as
17 far as my client is concerned, there
18 has been a constitutional violation.
19 We're prepared to assert that as a
20 defense in our answer as soon as
21 the --

22 THE COURT: What's the
23 constitutional violation? This is
24 First Amendment again?

25 MR. CORRELL: Yes.

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2 Look, from my point of view,
3 Letitia James made statements that
4 demonstrated a deep personal animus
5 and an intent to do whatever she could
6 to destroy the NRA, and she's acted on
7 that promise, and that has manifest
8 itself in a way that would not be --

9 THE COURT: That's not in the
10 complaint in any place.

11 MR. CORRELL: Sir, I have a right
12 to answer and to assert defenses.

13 THE COURT: The complaint talks
14 about misconduct, and it's quite
15 specific.

16 MR. CORRELL: Judge, we have to
17 draw a distinction between making
18 affirmative claims against the
19 government for unconstitutional
20 violations and asserting a defense to
21 government overreach for relief that
22 is not authorized by statute on the
23 grounds of demonstrated animus plus an
24 ultra vires demand for relief. I'm
25 just preserving the right. I don't

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2 think it's productive for us to debate
3 the issue here because it's not even
4 before the court yet. We're moving to
5 dismiss the complaint. If the
6 complaint survives in whole or in
7 part, then we will assert -- we'll
8 give our answer and assert our
9 defenses. That's when that issue will
10 become live for Mr. LaPierre. It's
11 not live for him right now.

12 MS. ROGERS: Your Honor, may I be
13 heard very, very briefly?

14 THE COURT: Sure.

15 MS. ROGERS: I just want to
16 clarify, when I say the statements are
17 about the lawsuit, there have been
18 press conferences during this lawsuit
19 where the Attorney General's office
20 has made statements that overlap in
21 terms of their subject matter with the
22 complaint. We think in any civil
23 litigation you get to ask about that,
24 because it's relevant information,
25 it's statements made live during the

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2 litigation. Even if animus weren't on
3 the table, we would be entitled to
4 that discovery. That's the only point
5 I want to make.

6 MR. SHIFFMAN: Your Honor, just
7 in response that, the Attorney General
8 is counsel here and statements that
9 counsel makes is not something that is
10 the subject of discovery during the
11 course of litigation. Even on that
12 ground, there's no basis for discovery
13 here.

14 THE COURT: I think we need to
15 wrap this up.

16 I am of the tentative view --
17 and I'm not deciding it right now --
18 that virtually all of the questions
19 that the NRA is seeking to ask of a
20 human being are improper for various
21 reasons, either because of privilege
22 or because it is not the kind of
23 questions that would lead to the
24 discovery of necessary and material
25 information that's relevant to the

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2 litigation.

3 That said, I am leaving open the
4 possibility that there are clarifying
5 questions that it would be useful to
6 have a human being respond to. The
7 great risk here is that if I were to
8 give that opportunity, it will be --
9 and I'll use the phrase -- misused to
10 inquire into things that are
11 completely outside the realm of proper
12 questions, and we've been probing many
13 of those issues this morning, probing
14 into investigatory methods, probing
15 into issues that are outside the
16 complaint, questions that really have
17 been for closed by Justice Cohen.
18 There's a great risk with respect to
19 all that. But that said, there's a
20 possibility that there may be some
21 appropriate questions, although I'll
22 say I haven't heard them this morning.
23 So I want to contemplate that. I want
24 to think about that a little bit more.

25 What I'm about to say is to

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2 address the Attorney General. It may
3 be that you'll be required to offer a
4 representative of the plaintiff, and I
5 did say of the plaintiff, to sit for a
6 deposition.

7 Probably given what I've heard
8 today and given what I've heard before
9 today, it probably would need to be
10 done before a magistrate -- that's
11 probably me -- so as to keep it on
12 track. Again, my sense is that
13 there's very little that an individual
14 is going to be able to add. I do
15 think that the far more appropriate
16 device, discovery device that should
17 be used are interrogatories. But I'll
18 give you a written decision on it.

19 MR. SHIFFMAN: May I just -- this
20 is Mr. Shiffman.

21 Just to clarify, I'd like to
22 understand what topics are still being
23 left open? I think, as the Liberty
24 Petroleum case makes clear, they have
25 to show a need for the information.

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1
2 And before you can show a need, you
3 have to identify the specific topics
4 on which you're going to need the
5 information and who has them and why
6 you can't get that from another
7 source, and for us to respond to that,
8 they need to identify that, they need
9 to argue, and I don't think they've
10 done that. Every single topic they've
11 raised have been ones that are
12 available from another source. And
13 the only source of information they
14 seek is Mr. Sheehan, whose information
15 that he has comes from his work on
16 this case. So what they've been
17 inquiring into is his mental
18 impressions.

19 THE COURT: They don't get to
20 pick and choose. My motion is they
21 don't get to pick and choose who they
22 call as a witness. Your office gets
23 to do that.

24 And Mr. Sheehan probably is not
25 the proper corporate representative

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2 because he's the lawyer and he's not
3 the individual who's got the facts
4 other than those collected by a lawyer
5 in the course of his or her
6 representation of a party.

7 MR. SHIFFMAN: Your Honor --

8 THE COURT: I'm not sure that
9 such a deposition is going to go very
10 far, and before I order it, I may well
11 ask questions of the NRA that would
12 better focus it. But I'm simply
13 telling you that I do think that -- I
14 want to be careful about simply
15 closing -- simply never opening the
16 door to possibly legitimate questions.
17 My problem is so far I get to hear it.

18 MR. SHIFFMAN: I think, your
19 Honor, that's exactly right, they
20 haven't done it. And I think until
21 they do it and until we're given the
22 opportunity to respond to that, I
23 don't think it's proper to even
24 contemplate ordering it.

25 THE COURT: I'm just telling you

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2 I'm not closing the door on it
3 completely. They're going -- if I do
4 entertain it beyond what we're doing
5 right now, we're going to have to be a
6 lot more specific than they have been
7 today. As I said, I haven't heard it
8 yet.

9 MR. SHIFFMAN: The Attorney

10 General would just ask for an
11 opportunity to respond if, in fact,
12 they're making an application that
13 identifies the topic.

14 THE COURT: Fair enough.

15 MS. ROGERS: To that end, we
16 would just place on record again that
17 we sent a letter on June 13 with an
18 appendix listing allegations for which
19 we required a factual basis.

20 MR. SHIFFMAN: And most of those
21 were addressed by your Honor's earlier
22 March decision which ruled that the
23 inquiry into the bases for the
24 Attorney General's complaint are not
25 proper subject.

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2 THE COURT: I understand.

3 MR. SHIFFMAN: Thank you very
4 much, your Honor.

5 THE COURT: Let's go to the
6 second item, which goes -- relates to
7 the Brownell deposition.

8 Have you all met and conferred
9 with respect -- let me ask this, is
10 there a representative of Mr. Brownell
11 who's on this call?

12 MR. KLINEFELDT: Yes, your Honor.
13 My name is Nick Klinefeldt. I'm at
14 the law firm of Fagre Drinker. I
15 represent --

16 THE COURT: Good morning, Mr.
17 Klinefeldt.

18 MR. KLINEFELDT: -- Mr. Brownell.
19 Along with me here is my colleague,
20 David Yoshimura, who also represents
21 Mr. Brownell.

22 One thing we wanted to mention
23 at the outset, which kind of
24 underscores what our position's going
25 to be in this matter, is that we are

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2 Iowa counsel, we are not Barred in New
3 York, and we just kind of wanted to
4 make that clear because it's not our
5 intention to appear or practice in the
6 State of New York. We were invited by
7 the New York Attorney General's office
8 and the NRA to offer what we could in
9 this, and we appreciate them thinking
10 of us and providing us that
11 opportunity.

12 THE COURT: I know Justice Cohen
13 well enough to know that he would be
14 most gracious in welcoming a member of
15 a Bar in another state to participate
16 for a limited purpose. If you want to
17 dot your I's and cross your T's, you
18 might want to seek commission pro hac.
19 And if you were to do that, I'll bet
20 you a frappuccino that he'll grant it.

21 So with that said, the question
22 is how much more time, if any, should
23 be permitted for the -- in the
24 deposition of Mr. Brownell. So this
25 is the NRA's request and Mr.

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2 Correll's, so let me hear you from.

3 Let me hear from the NRA.

4 MS. EISENBERG: Thank you, your
5 Honor. This is Svetlana Eisenberg.
6 Good morning.

7 THE COURT: Good morning.

8 MS. EISENBERG: We are asking for
9 three and a half hours, and this is
10 after examining the record. I know
11 that some co-defendants wished to ask
12 questions as well, and we are happy to
13 coordinate with them to make sure that
14 it doesn't go beyond three and a half
15 hours.

16 THE COURT: Now, have you spoken
17 with Mr. Brownell's counsel with
18 respect to that specific position,
19 that is you're looking for three and a
20 half hours? Does he know that that's
21 what you're asking for?

22 MS. EISENBERG: Yes, I'm pretty
23 sure he does. He can speak up if he
24 doesn't.

25 THE COURT: Now, Mr. Correll, you

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2 have some time beyond the three and a
3 half hours that you are seeking?

4 MR. CORRELL: Your Honor, I had
5 asked for about thirty minutes with a
6 reservation based on how the
7 questioning actually goes, but I would
8 work with the NRA to try to fold that
9 into the time that the NRA is
10 requesting.

11 THE COURT: And is there any --

12 MR. FLEMING: Your Honor, William
13 Fleming here, and I apologize, I was
14 expecting at the time that Mr.
15 Brownell's deposition originally went
16 forward to have fifteen to twenty
17 minutes, but that would of course
18 depend on whether the subject matters
19 were covered by either the NRA or Mr.
20 Correll.

21 THE COURT: And you represent Mr.
22 Powell; do I have that right?

23 MR. FLEMING: Mr. Frazer.

24 MS. CONNELL: Your Honor, this is
25 Monica Connell from the Attorney

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2 General. I would just reserve some
3 very brief time for re-direct, only if
4 necessary.

5 THE COURT: So you're not seeking
6 any specific amount of time?

7 MS. CONNELL: No, I would say
8 probably fifteen minutes would cover
9 it, but I don't know what they're
10 going to ask him about.

11 THE COURT: So there you have it,
12 Mr. Klinefeldt, it looks like they're
13 talking about, when you add it all up,
14 under four hours.

15 MR. FARBER: This is Seth Farber.
16 On behalf of Mr. Phillips, we don't at
17 the moment have any questioning that
18 we plan on doing, but we would want
19 to, you know, reserve the right for
20 some questioning if something new
21 comes up. We don't anticipate it
22 would take long.

23 THE COURT: But I assume you will
24 coordinate with the NRA?

25 MR. FARBER: Yes. As of now, I

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2 don't have plans for questions, just
3 if something new were to come up that
4 would necessitate it. I don't want it
5 to be seen as waiving our rights.

6 MS. BOOKER: Your Honor, this is
7 Hayley Booker on behalf of Joshua
8 Powell. We take the same position.
9 At this point we don't have any plans,
10 but would like to work with the NRA,
11 if needed, to reserve time for
12 questioning as well.

13 THE COURT: So that's what we're
14 looking at, Mr. Klinefeldt. They're
15 asking for at the outside four hours.

16 What say you?

17 MR. KLINEFELDT: Thank you, your
18 Honor. We appreciate being able to be
19 heard on this matter.

20 As I mentioned, we're not Barred
21 in New York, and the purpose of our
22 presentation here today is to really
23 let the parties and the court know
24 what our position is going to be when
25 this matter is ultimately enforced in

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the state of Iowa, which it would need to be.

Mr. Brownell is a nonparty individual witness in this case. He was -- he voluntarily accepted service of a New York subpoena a year ago on July 21 of last year. At that time we worked cooperatively with the New York Attorney General's office and requested of them and we believe that they had tried to work with the counsel for the defendants to have his deposition taken at that time by the defendants, by the plaintiff, whoever wanted to take his deposition, to make it two days, whatever it needed to be. We're talking about matters now that are over five years old, and let's do this all at one time. That's typically what would be done. And we requested that. Our understanding is that the New York Attorney General's office attempted to coordinate with counsel and said look, if you want to

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2 depose him, let's do it at this time,
3 he's willing to work with you, we're
4 going to do it in Des Moines, Iowa,
5 and it's our understanding that none
6 of the defendants took them up on that
7 offer.

8 He then was deposed on
9 October 1, and that's over nine months
10 ago now. That deposition, while seven
11 hours on the record, was actually
12 really kind of nine and a half. It
13 lasted from 9:00 a.m. to 6:30 p.m. due
14 to various technical issues that were
15 not his fault and half hour lunch
16 break and very short breaks.

17 And what I understand the
18 request of the defendants to be is to
19 really take his deposition. You know,
20 four hours for cross-examination on a
21 seven-hour deposition is really taking
22 your own deposition. And it's my
23 understanding that Judge Cohen has
24 ruled that July 15 is the deadline to
25 have depositions taken, and I don't

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2 see any way that this deposition would
3 happen anywhere close to that deadline
4 for multiple reasons.

5 What I wanted to emphasize is
6 again we're talking about events that
7 occurred over five years ago, a
8 deposition that occurred over nine
9 months ago, and ultimately while it's
10 absolutely this court's authority and
11 ability to determine how many
12 depositions can be taken and how long
13 those depositions can be, ultimately
14 this matter is going to need to be
15 enforced in Iowa, and we raised that
16 issue along with other issues with the
17 parties, and that is New York has
18 recognized two things. Our
19 understanding of New York law, is one
20 that the home state has an interest in
21 protecting its residents in discovery
22 requests. We have the case law on
23 that and the statute if your Honor
24 needs it, but I don't think that's
25 disputed. Second, that New York law

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2 states that a New York subpoena is not
3 enforceable outside of New York; that
4 you'd need to have an Iowa --

5 THE COURT: Domesticated, that's
6 true.

7 MR. KLINEFELDT: -- a
8 domesticated subpoena in Iowa, and
9 ultimately an Iowa court would
10 determine what Mr. Brownell's rights
11 are in terms of sitting for an
12 eleven-hour deposition. And none of
13 that's going to occur anywhere close
14 to July 15.

15 And so it is our position that
16 the NRA's request or any of the other
17 defendants' requests for what they
18 term an extension of the deposition be
19 denied. They never approached us,
20 despite our request to take their won
21 deposition of Mr. Brownell, which I
22 understood they have a right to do,
23 and it's now up against the deadline
24 that's not going to be met. And
25 ultimately we believe it would be the

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2 court's position to determine look,
3 either one of two things happened
4 here. Either the New York Attorney
5 General's office should have allowed
6 some of their seven hours to be
7 available for cross-examination, or
8 the parties should have taken their
9 own deposition of Mr. Brownell, which
10 he offered to do. But it should not
11 fall on Mr. Brownell, who's a nonparty
12 individual witness to this, it should
13 not fall to his burden to fix the
14 problem.

15 So we wanted to make that
16 request to this court and let the
17 court know of our position.

18 Thank you.

19 THE COURT: Now, Mr. Klinefeldt,
20 just educate me here, has Mr. Brownell
21 sat for questions by anyone other than
22 the New York Attorney General in this
23 case?

24 MR. KLINEFELDT: No, your Honor.

25 THE COURT: So there have been no

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2 questions asked by the NRA at all yet?

3 MR. KLINEFELDT: No, your Honor.

4 THE COURT: So Ms. Eisenberg,
5 what say you about Mr. Klinefeldt's
6 position? Specifically you had an
7 obligation to coordinate this on the
8 front end, and his client has
9 cooperated. And here we are at the
10 11:59:59 and we're in this position
11 because you didn't take the steps that
12 should have been taken earlier on.
13 You didn't use exactly those words,
14 Mr. Klinefeldt, but that was your
15 message.

16 MS. EISENBERG: We absolutely did
17 coordinate, your Honor. At the outset
18 of the deposition, I stated that
19 whether or not I need to question Mr.
20 Brownell depends on the questions that
21 Ms. Connell asks him and the answers
22 that he provides. As the deposition
23 proceeded, it became clear that I
24 would need to ask questions, which I
25 made counsel aware. And shortly after

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2 the deposition, where after Mr.
3 Klinefeldt said this is it, seven
4 hours, time is up, we are out of here,
5 I sent him a letter asking him for
6 additional time and he said my
7 position has not changed. Motions
8 were pending. Other discovery was
9 proceeding. And here we are where
10 it's still necessary for us to
11 cross-examine Mr. Brownell if the NYAG
12 wants the right to offer the testimony
13 they elicited against the NRA at trial
14 or otherwise.

15 So the --

16 THE COURT: I don't quite
17 understand what you mean by what you
18 just said.

19 Are you saying that if you don't
20 get some time, the AG should be barred
21 from using his deposition testimony?

22 MS. EISENBERG: Yes. If the NRA
23 objects, correct.

24 THE COURT: And what's your basis
25 for that, pray tell?

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2 MS. EISENBERG: Your Honor, I
3 cited it in the letter that I filed.
4 There's plenty of case law and
5 codification as well that if a party
6 offers testimony, out-of-court
7 testimony, it's only admissible
8 against the adversary if the adversary
9 had an opportunity to cross-examine.
10 The record is clear.

11 THE COURT: You had an
12 opportunity to cross-examine. The
13 notice was given. You had the
14 opportunity to coordinate in advance
15 with the AG's office as to the
16 allocation of time. You started the
17 deposition saying, well, we're going
18 to reserve, which is all well and
19 good, but if you let the clock run
20 out, isn't that on you? That's not on
21 the AG; is it?

22 MS. EISENBERG: Your Honor, I
23 could have said I need three hours at
24 the outset of the deposition, but at
25 the outset of the deposition I had no

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2 reason to say it. The reason I need
3 three hours is based on the questions
4 and the answers that were provided.
5 And moreover, under the commercial
6 division rules and otherwise, there is
7 a seven-hour limit for a deponent. So
8 everyone went into it knowing full
9 well that that was the limit and it's
10 subject to expansion by you or Justice
11 Cohen.

12 Now, some representations have
13 been made about apparently Mr.
14 Brownell offering to be deposed for
15 longer, and I understood Mr.
16 Klinefeldt to say that he believes
17 that was communicated to the NRA by
18 the AG. That is not my recollection
19 at all. What I recall is simply a
20 question whether the NRA intended to
21 ask questions and the answer was
22 provided at the beginning of the
23 deposition it depends. So I just
24 wanted to correct the record in that
25 sense. Thank you.

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2 THE COURT: So Mr. Klinefeldt,
3 let me ask you if your client would be
4 willing to sit for a limited period of
5 time to allow -- given what Ms.
6 Eisenberg has just said, whether you'd
7 be willing to allow your client to sit
8 for a little bit longer, not
9 necessarily the three and a half hours
10 that she's talking about.

11 MR. KLINEFELDT: Well, we
12 appreciate that, your Honor, and our
13 position is that that should have
14 taken place back in October. Whether
15 it's one hour, two hours --

16 THE COURT: I can't turn the
17 clock back. I'd love to be able to do
18 that, and if I could do that, I'd be
19 hitting every lottery in the country.
20 You get the point.

21 MR. KLINEFELDT: Absolutely.

22 The problem here though, your
23 Honor, is what would be required of
24 Mr. Brownell is to go back through
25 seven hours of transcript and

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2 familiarize himself with what was said
3 and then -- and refresh his
4 recollection on not just what was said
5 but any other topics of which again
6 occurred more than five years ago, all
7 to prepare for whatever questioning it
8 is. And so really the time of the
9 deposition is the least of it.

10 And what our position is is that
11 that cannot be done anywhere close to
12 July 15, which is a week from now.

13 THE COURT: I understand it can't
14 be done by July 15. But we do have a
15 practice here in New York, and I'm
16 sure you have it in your part of the
17 country as well, Kansas, Iowa, where
18 if there is identified specific
19 discovery that needs to be taken after
20 the deadline, the court has the
21 discretion certainly to allow that.
22 Open-ended discovery, no, but if
23 you've got one or two items, you know,
24 bits and pieces here and here that
25 comes after the deadline, the court

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has the discretion to allow it. And I'm inclined to do that here, but I'm not inclined to allow four hours, because you make the very good point that there was the opportunity to do so in the past, it could have and should have been done, but nevertheless I want to give every opportunity to the NRA and to the other defendants the opportunity to ask questions. But I'm also going to make sure we do it in a way that encourages them to be highly efficient, not just efficient.

MR. KLINEFELDT: And we certainly appreciate the practical approach that your Honor is recommending, and that's typically how we practice here in Iowa as well.

But to be frank, my position is going to be to recommend that my client resist that because we offered that and, in fact, we said look, you guys have the right to take your own

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2 depositions, let's do it, so he could
3 be prepared at one time, and they did
4 not take us up on that. And Mr.
5 Brownell should not be burdened now to
6 prepare anew nine months later for
7 what amounts to a second deposition.
8 Whether it's one hour or seven hours,
9 the preparation is going to be the
10 same and the burden is going to be the
11 same on Mr. Brownell. So our position
12 is going to be that there's no
13 enforceable subpoena that exists in
14 the state of Iowa. A new subpoena
15 would have to be issued. It would
16 have to come through the Iowa courts.
17 And it would be my recommendation to
18 Mr. Brownell to resist it.

19 THE COURT: So what I'm going to
20 do is -- well, let me back up.

21 Ms. Eisenberg, precisely what is
22 it that you would like me to do that
23 you think I'm authorized to do,
24 particularly given what Mr. Klinefeldt
25 has said to you?

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2 MS. EISENBERG: I would like you
3 to expand, pursuant to the commercial
4 division rules, the seven-hour limit
5 on Mr. Brownell's deposition, or in
6 the alternative, rule that deposition
7 of Mr. Brownell is not admissible
8 against my client over its objection.

9 THE COURT: I hear what you're
10 saying.

11 With respect to the second half
12 of that, that's denied.

13 With respect to the first half
14 of that, I am going to authorize two
15 hours of deposition total provided.
16 Let's be clear. That is not a ruling
17 as to the -- I am not substituting my
18 ruling for the authority of the Iowa
19 courts to make judgments as to whether
20 or not the subpoena and the request to
21 extend his deposition is enforceable
22 in the state of Iowa. That you'll
23 have to -- that argument you're going
24 to have to make to the Iowa courts.
25 So up to two hours. I do think Mr.

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2 Klinefeldt has made some points that
3 are appropriate. You could have and
4 should have acted earlier with respect
5 to the tail end of Mr. Brownell's
6 deposition. But that said, I can see
7 that the NRA may well have a need for
8 asking clarifying questions, and
9 that's why I'm saying up to two hours
10 allocated among all those who are
11 interested in asking questions of that
12 witness. But you'll probably have to
13 end up talking with a judge in Iowa.

14 MS. CONNELL: Your Honor, I just
15 want to be sure, did you rule that the
16 deposition of Mr. Brownell is
17 inadmissible? I couldn't hear what
18 you said.

19 THE COURT: No, I said -- there
20 were two portions to Ms. Eisenberg's
21 position on this. Number one, she
22 wanted more time, and if I was not
23 going to allow it -- no, if she was
24 not going to get it, forget about
25 whether I allowed it or not, her

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2 notion is if she doesn't get it then
3 the deposition must be excluded. That
4 I rejected. And I am allowing her to
5 pursue the deposition of -- the
6 continued deposition of Mr. Brownell
7 for up to two additional hours, but
8 she's going to have to, if he resists,
9 make an application to the Iowa courts
10 and we'll abide by whatever the Iowa
11 court says.

12 The use of the deposition, the
13 seven-plus hours that you had, is not
14 going to be held hostage to where we
15 are. That's all I'm saying.

16 MS. CONNELL: Thank you, your
17 Honor.

18 THE COURT: So let's move on.

19 The last item I have -- and by
20 the way, Mr. Klinefeldt, thank you
21 very much. You can stay on if you
22 wish, but certainly you're excused.

23 MR. KLINEFELDT: Thank you, your
24 Honor.

25 MR. FLEMING: Your Honor, this is

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2 William Fleming. I do have a conflict
3 that I need to leave for and I didn't
4 want to just cut out.

5 THE COURT: Thank you, sir.
6 We're done with that issue. We're
7 left with issues raised by the
8 Attorney General, and they all relate
9 to the NRA, so don't worry about it.
10 So you're excused.

11 (Whereupon Mr. Klinefeldt and
12 Mr. Fleming left the proceedings)

13 THE COURT: So the July 6 letter
14 of the Attorney General having to do
15 with the NRA's request for access to
16 the NRA's general ledger limited to a
17 ledger of expenses which is intended
18 to address the freedom of association
19 concerns of the NRA with respect to
20 its membership, and then questions
21 related to the whistleblower complaint
22 to the board it looks like well over
23 ten years ago. The NRA also wants
24 some additional time to depose the
25 corporate representative of the NRA.

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2 So who's going to present; you,
3 Ms. Connell?

4 MS. CONNELL: That's me.

5 THE COURT: You're on again.

6 MS. CONNELL: So the general
7 ledgers are -- they were produced as
8 an exhibit in the bankruptcy case from
9 2015 to 2018. They included donor
10 names then. They were subject to a
11 protective order, much like we have
12 here. The NRA did not agree to
13 reproduce them in this action. It's a
14 giant Excel spreadsheet. It shouldn't
15 be burdensome or hard to reproduce.
16 It's clearly central and relevant.
17 We've tried to track down the
18 information included in the general
19 ledger through other courses --

20 THE COURT: Let me cut you off,
21 because I think I really need to talk
22 to Ms. Eisenberg or Ms. Rogers; I
23 don't know who the person is that's
24 going to respond there.

25 But what's being proposed, at

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2 least initially, Ms. Eisenberg or Ms.
3 Rogers, at least strikes me as a fair
4 accommodation. You certainly want to
5 protect the identity of your members.
6 I fully understand that. Given the
7 allegations in the complaint,
8 expenditures is at the very heart of
9 the complaint.

10 So given what's being proposed
11 as a solution by the AG, what say you?

12 MS. ROGERS: Our answer, your
13 Honor, is that document discovery is
14 over. When we stipulated to extend
15 the discovery deadline, it was on the
16 condition that no more document
17 requests be served on the NRA. And
18 this is a document request that was
19 served initially on the NRA that we
20 objected to over a year ago. We could
21 have met and conferred about it, we
22 could have resolved it. Now there's
23 this eleventh hour request for a
24 document that Ms. Connell
25 characterizes as a single spreadsheet

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2 but is, in fact, extremely broad and
3 invasive.

4 Now, I agree with your Honor
5 that if that discovery were to occur,
6 then a focus on expenses rather than
7 incoming money would alleviate the
8 donor issue, but we're not confident.
9 We would have to go through line by
10 line to see if there's any situation
11 in which, for example, a volunteer
12 received an expense reimbursement and
13 that person is not an executive, that
14 person is not a defendant, there's no
15 reason for that person's name to be
16 revealed. Excerpts of this ledger
17 were designated as exhibits in the
18 bankruptcy and it created significant
19 issues, which is one reason why we
20 refused to produce them here.

21 THE COURT: Are there significant
22 issues other than protection of the
23 identity of your members?

24 MS. ROGERS: That's obviously a
25 key issue, and it's not alleviated by

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2 filtering through expenses.

3 But there are other issues that
4 the CPLR contemplates as to breadth
5 and relevance and we just think even
6 in a case -- and there are many cases
7 that implicate one party's expenses or
8 transactions. Asking for every single
9 transaction, whether it's buying
10 paperclips, whether it's paying
11 expense reimbursements to a volunteer,
12 whether it's literally anything that
13 the NRA has done --

14 THE COURT: There's a solution to
15 that. There may be a solution with
16 respect to volunteers who might have
17 been reimbursed for a cab ride or so
18 on. Simply set a floor, expenditures
19 above fifteen cents. I'm obviously
20 picking a number that's very low, I'm
21 not trying to pick a number. But it
22 seems to me you solve that problem by
23 simply setting a floor.

24 What say you, Ms. Connell? And
25 in your response, tell me what number

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2 you would recommend.

3 MS. CONNELL: I think that is
4 extremely valid. I think we could go
5 with something like a thousand dollars
6 even would probably be sufficient.

7 And I just want to say
8 something, we did demand this in
9 multiple demands. In our first
10 request for production, we did meet
11 and confer throughout the fall. It
12 wasn't even clear to us that they
13 wouldn't produce them and hadn't
14 produced them until late October. We
15 spoke with Mr. Geisler about it. So
16 this is not something that we just
17 dropped. We pursued requests for this
18 and for categorical document
19 production, so I don't want to get
20 into that. That's the past.

21 But I think, your Honor, your
22 proposal is appropriate. A thousand
23 dollars to me seems like it would
24 capture volunteer demands. And again,
25 this could be subject to protective

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2 order.

3 We had no problems with regard
4 to the use or misuse of donor names in
5 the bankruptcy. We're not interested
6 in going after people who are donating
7 funds to the NRA except in like if
8 they're an officer or something like
9 that. That hasn't been an issue so
10 far. There is one exception for a
11 donor, one donor who's donating money
12 regarding electioneering, but that's
13 something else to put before your
14 Honor. That has nothing to do with
15 the general ledger.

16 THE COURT: Ms. Rogers, what
17 about that?

18 MS. ROGERS: So I think --

19 THE COURT: I think we solved the
20 problem by setting a floor of a
21 thousand dollars.

22 MS. ROGERS: I would submit, your
23 Honor, that still doesn't solve the
24 relevance problem, but it is a
25 creative solution. Another creative

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2 solution would be what is the good
3 cause for this discovery at this
4 stage. The AG states in its letter
5 that there's specific transactions
6 involving the McKenzies that it wants
7 documentation of. Perhaps instead of
8 forcing the NRA to product to the
9 government every record of every --
10 remember this is, as you said, a
11 business -- every record of every
12 thousand dollar expense over I think
13 it's five or six years of its
14 existence, we could just give them the
15 entries that pertain to these
16 transactions they say they're confused
17 about.

18 THE COURT: So I'm going to
19 direct that you produce the general
20 ledger limited to expenditures, and
21 specifically beyond that expenditures
22 over a thousand dollars.

23 How long is it going to take you
24 to produce that? After all, this is
25 all on computer.

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2 MS. ROGERS: Your Honor, we would
3 need to filter the document, we would
4 need to see if the confidentiality
5 issue is alleviated, and I think this
6 is something we may wish to take up.

7 THE COURT: Why don't you meet
8 and confer about that, and if you
9 can't come to an agreement, come back
10 to me.

11 MS. ROGERS: Thank you, your
12 Honor.

13 THE COURT: Next is the
14 whistleblower complaint.

15 So it looks like they are asking
16 for the documents that are described
17 in Exhibit E to the AG's letter.

18 Do I have that right, Ms.
19 Connell?

20 MS. CONNELL: Yes, your Honor.

21 THE COURT: What say you, Ms.
22 Eisenberg?

23 MS. EISENBERG: Your Honor, they
24 are trying to get ahold of documents
25 from fifteen years ago. And the

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2 document that alerted them to wanting
3 to request that information they've
4 had since December. So my position is
5 that, first of all -- and I don't
6 think they can in good faith claim
7 that their RFPs cover it. They don't.
8 Their RFPs cut off at 2015 and the
9 couple of instances where they didn't,
10 we objected to that. This is turning
11 into a true fishing expedition.

12 So talking about clocks and
13 11:59:59, when Ms. Connell refers in
14 her letter to a demand, it was an
15 e-mail that said, hey, we served these
16 RFPs on you, you should have produced
17 documents from fifteen years ago, so
18 make sure you turn that over and we
19 said, first of all, look at your RFPs.
20 They don't call for that material.
21 And second --

22 THE COURT: When did you respond
23 in that manner?

24 MS. EISENBERG: I responded
25 within a few days of the e-mail

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2 message from the assistant Attorney
3 General.

4 THE COURT: So that is recently?
5 In other words, sometime towards the
6 end of June?

7 MS. EISENBERG: Right. They did
8 not make this request until the 21st
9 of June. They had the document that
10 alerted them to this, to wanting to
11 request it, back in December.

12 THE COURT: And that is a
13 document that what from or produced by
14 Mr. Coy?

15 MS. EISENBERG: Yes, it was
16 collected from Professor Coy and it
17 was produced to them, correct.

18 THE COURT: So Ms. Connell?

19 MS. CONNELL: Yes, your Honor.

20 This document was embedded in
21 documents we received at the end of
22 December. It's not clear what it was
23 and when it was made, and its metadata
24 indicates a creation date of 2017. We
25 asked -- it seemed to be authored by

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2 Mr. Coy. We deposed Mr. Coy recently.

3 We asked him about this --

4 THE COURT: When was that?

5 MS. CONNELL: I believe it was
6 June 22, I think.

7 MS. EISENBERG: The fifteenth.

8 MS. CONNELL: June 15.

9 So we deposed Mr. Coy. He spoke
10 about, oh, yes, there was an anonymous
11 letter, it went to all board members,
12 and this anonymous letter raised
13 concerns as his note taking -- he made
14 these notes to raise with the audit
15 committee -- from concerns raised by
16 the anonymous letter. A lot of these
17 concerns are precisely the type of
18 concerns that we're alleging in our
19 complaint, they're precisely the type
20 of misconduct, waste, diversion that
21 is ongoing at the NRA that is part of
22 our complaint. It's very relevant.

23 And to the extent the NRA has
24 repeatedly said, well, we had our
25 house in order and we just did a top

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2 to bottom compliance review to make
3 sure that we were one hundred percent
4 in compliance with the law and our own
5 rules, which is what they've said
6 repeatedly in motion papers, and
7 they've said there are no problems and
8 we had no idea any of this happening
9 and as soon as they found out, they
10 fixed it, this is a 2007 letter
11 received by the vice chair of the
12 audit committee, a long-time board
13 member, a professor and I believe a
14 CPA, that he got this letter, it was
15 alarming, it went to the board, he
16 believes, he got it, and he raised
17 this with the audit committee. So we
18 wanted to ask him what did the letter
19 say, do you have a copy, what did the
20 audit committee do, what happened as a
21 result, and he described some of that
22 and other related documents that
23 exist.

24 We believe this is covered in
25 our first document demand, and we

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1
2 believe that having discovered more
3 about this through a deposition, we're
4 entitled to ask a follow-up demand.
5 And it's pretty concise, our demands.
6 It can be found by asking key members
7 of the audit committee, the secretary
8 of the NRA board, and looking at NRA
9 records and saying yes, we have these
10 requested documents or no, we don't,
11 or we're going to withhold some as
12 privileged, or whatever it is. But
13 it's a very finite limited demand.
14 It's very important and central. And
15 I think that we have shown entitlement
16 to it. It's certainly material and
17 relevant to the claims here.

18 And as Ms. Eisenberg said, some
19 of our demands, a very limited number,
20 went back further than 2015. Some of
21 the issues --

22 THE COURT: Let me just make sure
23 that I understand what it is you're
24 expecting the NRA to do here.

25 MS. CONNELL: Sure.

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2 THE COURT: You're asking for all
3 documents relating to this anonymous
4 letter.

5 I take it that you are asking
6 them now to go back and search through
7 their various records.

8 So are you asking them to go
9 searching through all their records to
10 come up with with the five items,
11 categories of items you're talking
12 about, or do you contemplate asking
13 Mr. Coy for what he has or -- just
14 educate me as to what you want, what
15 you are expecting them from at this
16 late date.

17 MS. CONNELL: I think at this
18 late date what we are expecting is a
19 really narrow focused search. We're
20 not going to ask for like general
21 search terms run against ESI. We're
22 asking them to look back in Mr. Coy's
23 records and in records of audit
24 committee members in 2007 and 2017 for
25 the anonymous letter, any response to

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the anonymous letter, or board minutes or reports relating to the letter, and the issues Mr. Coy raised or communications thereto that they can easily access.

Mr. Coy testified that there was a report from Jake and Frankle regarding the issues raised in the letter and how the audit committee wanted to respond to the letter. A separate issue, which I hoped to have briefed in front of you today, is the instructions not to answer to Mr. Coy and others that kind of limited our ability to find out what, if anything, the audit committee did in response to this whistleblower complaint.

We think that really just going back to Mr. Coy and the audit committee members saying hey, do you have this letter, did you get this letter, did you have any communications about it, did the audit committee minutes reflect this, did

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2 the board minutes reflect this, does
3 the board secretary have any record of
4 this. This is a pretty finite search,
5 I think it's a couple of phone calls
6 and/or e-mails to try and gather these
7 documents, and the Frankle report is
8 something they should easily be able
9 to lay their hands on as well.

10 THE COURT: Let me make sure I
11 understand what you want.

12 You want the complaint itself,
13 I'm assuming it's a 2007 letter?

14 MS. CONNELL: Yes.

15 THE COURT: If there is a file
16 created as a result of -- in
17 connection with any investigation,
18 then you want that file?

19 MS. CONNELL: Yes.

20 THE COURT: If there are board
21 minutes that address this, you want
22 those?

23 MS. CONNELL: Yes, or sometimes
24 they're called committee reports.

25 THE COURT: And I take it that's

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2 it.

3 I know that you also said you
4 want them to go talk to audit
5 committee members. That may be more
6 difficult than you think given the age
7 of the complaint.

8 MS. CONNELL: Actually, your
9 Honor, there's a couple of key audit
10 committee members that they could
11 inquire of. And I'd also have for the
12 Frankle report.

13 MS. EISENBERG: May I be heard,
14 your Honor?

15 THE COURT: I'll be with you
16 shortly.

17 So those are the items we're
18 talking about?

19 MS. CONNELL: Yes.

20 THE COURT: Ms. Eisenberg, me,
21 ma'am?

22 MS. EISENBERG: Thank you, your
23 Honor.

24 Two points. Ms. Connell didn't
25 tell you the date of the Frankle

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2 report. Professor Coy testified that
3 it is from 2003. We're talking two
4 decades ago.

5 THE COURT: 2003?

6 MS. EISENBERG: Correct.

7 THE COURT: Wait, how could it
8 be? The complaint was in 2007.

9 MS. EISENBERG: Your Honor, I can
10 explain.

11 In the exhibit, the audit
12 committee member is looking at the
13 anonymous letter and it triggers a
14 thought and he says, oh, we should
15 look back at this other report. He
16 was asked in his deposition when that
17 was and he testified that it was in
18 early 2000s, so this is getting
19 really, really, really ridiculous.

20 THE COURT: Let me stop you for
21 one second.

22 Go ahead.

23 MS. EISENBERG: Your Honor, even
24 though Ms. Connell represented that
25 this was ripe for decision, it really

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2 is not. Under the special master's
3 stipulation, the NRA has procedural
4 rights, we have an opportunity under
5 the stip to put in our written
6 submission, and I would very much like
7 to do that, unless you can dispose of
8 it in my favor.

9 THE COURT: Well, I'm --

10 MS. CONNELL: Can I just say, I
11 don't believe, and I would have to go
12 back, but Mr. Coy testified that the
13 Frankle report was a response to this.
14 That was his answer. Now, if the
15 Frankle report ends up being from
16 2002 --

17 THE COURT: Ms. Connell -- I take
18 it, Ms. Eisenberg, that you have a
19 copy of the Frankle report.

20 Do I have that right or not?

21 MS. EISENBERG: I do, and it's
22 from 2003, your Honor. It's
23 completely irrelevant.

24 THE COURT: Which is why I said
25 with some confidence that you happened

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2 to have it because you knew the date.

3 So I'm going to give you the
4 opportunity to respond to the Attorney
5 General's request for this
6 whistleblower information, and I can
7 deal with it then. You're telling me
8 that it is premature, and you have a
9 point. I would simply urge that you
10 meet and confer. We've spent a whole
11 lot of time pursuing your procedural
12 rights. Maybe you can resolve it.
13 And if you can, that would be great.
14 If not, you can certainly exercise
15 your procedural rights, and we will
16 address that.

17 Okay?

18 I think we're about done.

19 MS. CONNELL: Your Honor, there's
20 two more issues in that July letter.

21 THE COURT: I'm sorry.

22 MS. CONNELL: One is --

23 THE COURT: The length of the
24 deposition?

25 MS. CONNELL: That and the Crime

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2 Strike video material. It's material
3 that was -- that we asked about. This
4 is a show that the NRA paid a lot of
5 money to one of the McKenzie companies
6 to make. Mr. LaPierre testified that
7 he filmed episodes of it even into
8 2018, that he filmed some episodes on
9 board the McKenzies' yachts in Monaco,
10 wherever, so those were working trips,
11 and we've asked for the videos made
12 during that time. We asked for the
13 Crime Strike videos in our original
14 document demand. We've narrowed it
15 down to just those videos he testified
16 about having been made, because we
17 have no evidence that they were ever
18 actually made or distributed or shown
19 anywhere.

20 THE COURT: Ms. Eisenberg, what
21 about that?

22 MS. ROGERS: I'll address that,
23 your Honor.

24 THE COURT: Sure.

25 MS. ROGERS: This is something

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2 that the AG requested over a year ago
3 that we objected to producing. We
4 explained these videos weren't
5 originally -- the NRA didn't make
6 them, this outside vendor did, and
7 gathering and producing all of them
8 would be burdensome. A video file is
9 voluminous; it's not like producing
10 documents. When you review a document
11 for production, you just click on it.
12 Reviewing a video is a whole other
13 endeavor. We objected to producing
14 that on grounds of undue burden. It
15 never came up in a meet and confer.

16 What we produced instead, and we
17 even supplemented our production of
18 this in an attempt to resolve this
19 dispute, is we produced correspondence
20 between the NRA and the vendor that
21 made the video talking about -- I'm
22 paraphrasing here but this is all in
23 documents. We produced the AG
24 correspondence asking things like when
25 did you make the video, how much did

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2 it cost, what's the basis for the
3 cost. They have those documents. But
4 we just objected to tracking down all
5 these video files, reviewing them,
6 trying to figure out which ones were
7 made when, especially because these
8 were not, in the first instance, the
9 NRA's videos.

10 THE COURT: As I understand it,
11 Ms. Connell is now saying there's a
12 subset of all of these videos that
13 they're asking for, all post 2017.

14 What say you about that?

15 MS. ROGERS: We still need to do
16 work, because we didn't create these
17 videos, we would need to determine if
18 we could figure out from the metadata
19 which ones were filmed when. And
20 again, it's just at a very late stage
21 in the discovery process.

22 I would note that this request,
23 too, is premature under the same
24 four-day rule that Ms. Eisenberg
25 mentioned. But our position here is

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2 that we objected to this a long time
3 ago, it was never raised, it's being
4 raised late, and we did, of our own
5 volition, supplement our production to
6 make sure they have a full record of
7 document correspondence pertaining to
8 this video footage, which needed not
9 be said, this is not going to be video
10 of an NRA executive discussing the
11 matters in this case. It would be
12 video of people reenacting crime
13 scenes is the subject matter of the
14 show, so it's not going to be squarely
15 relevant in any instance.

16 MS. CONNELL: Your Honor, if I
17 can clarify one thing --

18 THE COURT: No, no, no. Ms.
19 Rogers is speaking. Please.

20 MS. ROGERS: I was just about
21 finished, and then Ms. Connell can
22 jump in.

23 So that's our position. This is
24 unduly burdensome, it's late, and this
25 is a type of content that is more

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burdensome than other content to review and produce and much less likely to have discoverable information in it.

And the AG has purported to compromise by saying just figure out which videos were shot in 2018, and we purported to compromise by saying here's all of our correspondence with the guy who shot the videos. We think that satisfies our discovery obligation.

If your Honor disagrees, then I would propose to add this to the list of items that we are going to meet and confer and do supplemental submissions about, if needed.

THE COURT: Here's your opportunity to comment, Ms. Connell, but in connection with your response, would you give me some insights as to why these put together videos have relevance in this lawsuit?

MS. CONNELL: I will, and I want

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2 to apologize for interrupting, your
3 Honor. I hate when I do that. I
4 really apologize.

5 We're not talking about random
6 video evidence. Mr. LaPierre paid
7 millions, tens of millions, perhaps
8 more than that, to ATI, an entity
9 owned in whole or in part by David
10 McKenzie, his friend. He and his
11 family vacationed on Mr. McKenzie's
12 yacht. He traveled to places
13 previously undisclosed to the NRA and
14 to the public on McKenzie's dime,
15 including Monaco and he now testified
16 in his deposition which took place on
17 last week on Monday and Tuesday that
18 some of those trips were business
19 trips because he filmed what I think
20 he called wraparound material for
21 Crime Strike, that video Crime Strike
22 to wrap around substantive information
23 that had previously been made years
24 before in Crime Strike so that it
25 could be repackaged and posted. And

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2 then he testified that he didn't know
3 whether any Crime Strike episodes that
4 the NRA had actually paid for had
5 aired from 2014 onward. He didn't
6 know whether these episodes had ever
7 actually been made or aired. But they
8 did keep paying the ATI until he
9 doesn't know when they stopped.

10 We don't know whether these
11 episodes ever aired. The NRA paid
12 millions of dollars for them. They
13 should be able to lay hands on
14 episodes which, under the contract
15 they own, that was their material,
16 episodes that were produced and aired
17 or not. Either those episodes were
18 made or they weren't. And we think it
19 goes to his credibility, his
20 explanation that he didn't have to
21 disclose some of these trips because
22 they were business trips and he was
23 filing Crime Strike, which may or may
24 not have aired, we think this is a
25 really important issue.

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2 So while the NRA objected to
3 producing all the Crime Strike videos
4 at the outset of discovery, there are
5 other issues relating to Crime Strike
6 that are relevant too, in terms of
7 their expenses, whether they were
8 filmed at McKenzie properties for
9 which the NRA paid hundreds of
10 thousands of dollars, in fact more
11 than the property value of the home
12 they filmed at.

13 But this is a really specific
14 incident where Mr. LaPierre testified
15 about filming episodes in 2017 and
16 2018 that were used in Crime Strike,
17 and that's all we're asking for right
18 now.

19 THE COURT: So why is it that you
20 need the videos themselves given that,
21 based on what you're telling me, it
22 seems to me that you have all the
23 information you need: The NRA paid
24 for these episodes, apparently you
25 know how much and when, you know that

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1
2 Mr. LaPierre was hosted on yachts of I
3 suppose the director of Crime Strike.
4 Whether they were actually made or not
5 made may be pretty -- let me put it
6 another way. Evidence of the episodes
7 themselves would demonstrate that the
8 videos were made. If they were made,
9 they were paid for and there's a
10 certain amount of money that was paid,
11 which was really at the heart of your
12 complaint. If they weren't made,
13 that's another issue which makes the
14 circumstance worse, I suppose.

15 But either way, I'm just
16 wondering why you need to have the NRA
17 go to the cost and expense at this
18 late date of having to actually
19 produce the videos themselves. It
20 seems to me you probably have the
21 information you need to make out your
22 case already.

23 What am I missing?

24 MS. CONNELL: We believe these
25 episodes weren't actually made, we

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2 don't believe they actually exist, and
3 we don't believe they were ever
4 actually aired. So either the NRA has
5 them, in which case we've made a
6 mistake at least as to them being
7 made, or it doesn't. But we believe
8 we're entitled to that.

9 And to the extent that filming
10 -- any filming on the yacht was used
11 in the episode or any filming in
12 Monaco was used in the episode,
13 whether or not that was necessary is
14 another question, that would be
15 important to us to ascertain the truth
16 of what Mr. LaPierre has said and
17 whether the moneys paid to ATI were in
18 good faith.

19 If you're making a fake TV show
20 or no TV show, that's sort of
21 important, we think.

22 THE COURT: Do you know where
23 these shows would have been aired?

24 MS. CONNELL: So Mr. LaPierre
25 testified that Crime Strike before

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2 2014 aired on a number of stations
3 nationwide. I don't know the station
4 numbers. After 2014, as I said, he
5 doesn't know even if they were even
6 aired, and there's a question of when
7 they stopped being aired. He said
8 that it certainly petered down, but we
9 don't know exactly when they stopped
10 being actually made and actually
11 aired.

12 THE COURT: If you get the
13 general ledger information, you'll
14 know what payments were made to the
15 entities that's responsible for them;
16 right? So you'll have that
17 information.

18 MS. CONNELL: Yes, we'll have the
19 information about money paid, not
20 whether services were received. So it
21 was money paid to a McKenzie entity.

22 THE COURT: Right.

23 And you would know -- for what
24 time period are you seeking this
25 information?

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2 MS. CONNELL: It's a couple of
3 finite episodes from 2017 and/or 2018.

4 THE COURT: A couple, meaning
5 two?

6 MS. CONNELL: I think probably
7 like three. It's a little difficult
8 to tell from Mr. LaPierre's testimony.
9 But he said he remembered filming some
10 I think he called them wraparounds for
11 Crime Strike in Monaco.

12 THE COURT: And this is in 2018?

13 MS. CONNELL: I believe he said
14 it was 2017 or 2018. He said he
15 didn't think he filmed any after 2018.

16 THE COURT: Here's what I want
17 you to do: Meet and confer with
18 respect to that. Narrow it for me.
19 Be precise as to what time period.
20 There's going to be a relationship
21 between the likelihood of my allowing
22 it and not depending on how large a
23 search you're going to be requiring.
24 Be forewarned.

25 MS. CONNELL: So the last issue

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2 is the corporate rep dep.

3 THE COURT: I take it that that
4 hasn't begun yet, or am I mistaken?

5 MS. CONNELL: No, your Honor,
6 actually I think all the parties have
7 now agreed if your Honor agrees that
8 we're going to hold the corporate rep
9 deposition after July 15. So we've
10 selected a date. The NRA has
11 indicated it may designate more than
12 one person, and we believe that
13 general counsel John Frazer will be
14 one of those people. That's our
15 understanding.

16 So we believe that seven hours
17 will not be sufficient. The
18 depositions have been getting more
19 efficient and more focused, as they
20 should, but we do believe we cannot
21 cover the topics necessary in seven
22 hours and ask for additional time,
23 especially if we're going to be
24 bringing new people in. You need to
25 do this sort of preliminary workup

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2 with them --

3 THE COURT: Here's what I'm going
4 to do. I'm going to remind you of the
5 approach that you have made in the
6 past with respect to extending beyond
7 the seven hours of deposition. I'm
8 not going to change the seven hours
9 because, quite frankly, nobody on this
10 call, as far as I can tell, knows now
11 how much time you're going to need. I
12 would ask you to be reasonable about
13 the way you approach this. If you go
14 beyond seven hours, you need to come
15 back and ask for my permission if you
16 agree on it. But if the time comes
17 where you have a dispute with respect
18 to the amount of time, you're going to
19 have to come back and I will look at
20 whether or not you used the time
21 efficiently. It may well be that you
22 require more than seven hours, but
23 let's see.

24 Any number I would give you now
25 as a number would be arbitrary.

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MS. CONNELL: Fair enough.

Thank you, your Honor.

THE COURT: Anyone else?

MS. ROGERS: Not from us, your Honor.

MR. CORRELL: Your Honor, this is Kent Correll. I just wanted to say that I objected to Monica Connell's characterization of Mr. LaPierre's testimony. The testimony speaks for itself. I think she got some of the stuff right. Some of it was a little bit self-serving. So I just wanted to put that on the record.

THE COURT: Done.

Thank you very much.

MS. CONNELL: Thank you.

MS. ROGERS: Thank you.

(TIME NOTED: 12:03 p.m.)

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CERTIFICATION BY REPORTER

I, Wayne Hock, a Notary Public of the State of New York, do hereby certify:

That said proceeding was held before me at the aforesaid time and place;

That said proceeding was taken stenographically by me, then transcribed under my supervision, and that the within transcript is a true record of the testimony of said proceeding.

I further certify that I am not related to any of the parties to this action by blood or marriage, that I am not interested directly or indirectly in the matter in controversy, nor am I in the employ of any of the counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of July, 2022.



[& - agency]

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[ago - asks]

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[understanding - william]

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[william - zoom]

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Exhibit D

Audit Committee Meeting – Questions for Staff

The Audit Committee is charged with reviewing and making appropriate inquiry regarding the anonymous letter that BOD members received prior to the April 2007 NRA Annual Meeting. Pursuant to this charge, following is a series of questions derived from the letter. These inquiries are arranged in paragraph-by-paragraph order, starting at the beginning of the letter.

Paragraph 1: This paragraph alleges that the whistle-blowing procedures currently in place are inadequate. Please review the policy for the committee, and the protection contained in the policy for whistleblowers. Has the policy been adequately publicized to NRA employees? How has it been publicized? What are the pros-and cons of establishing a whistle-blowing “hotline” administered by an outside third party? What would the out-of-pocket costs be for NRA to contract for such a service?

Paragraph 2: Does NRA have appropriate personnel policies in place regarding employee terminations and resignations? Are these policies being followed? Are personnel situations properly documented in accordance with these policies? Are the financial assets of NRA at risk due to any improper terminations of employees?

Paragraph 3: Have NRA’s expenditures for promotional activities and for consultants been properly documented and approved in accordance with NRA policies? Have prior expenditures for promotional activities and consultants been properly budgeted, and subjected to review during this process? Have the results derived from the use of these monies been discussed with the Finance Committee?

Paragraph 4: What are the financial arrangements associated with the annual cruises? Are all expenditures for such activities properly budgeted for and approved in accordance with NRA policies? What is the business purpose behind these events? Is NRA in compliance with IRS regulations concerning the expenditure of funds on such events?

Paragraph 5: What is the reference to “I.I. and I.S.”? Have the vendors NRA uses to book travel arrangements and rental cars been properly approved? Have all travel expenditures been properly documented and approved? Have expenditures for entertainment expenses been properly documented in accordance with NRA policies and IRS regulations? Have such expenditures been properly budgeted and reviewed with the Finance Committee? Have these expenditures been within NRA and IRS limits?

Paragraph 6: Please review the findings of Jacob Frenkel’s report on these expenditures, and the disposition of the several aspects of this situation. Please advise the committee regarding the procedures NRA put into place subsequent to this report. Are these procedures being followed? Have there been any recent modifications or enhancements to these procedures? Did the anonymous letter of complaint identify any expenditures of monies that were not reviewed by Jacob Frenkel? If so, what were these items?

Exhibit**3**

6/15/2022

Coy

Paragraph 7: Are salaries and wages to NRA employees being paid in accordance with NRA policies? Is NRA's wage and salary scale being followed? Are the wages being paid by NRA for various positions in the organization appropriate? Does NRA have sufficient and proper documentation in employee files for all payroll related activities?

Paragraph 8: Who is "Survival Inc.?" What is the business purpose for expenditures to them? Has this vendor been properly approved in accordance with NRA policies? In general, are all vendors and suppliers to NRA properly approved? Is the business case analysis process and the RFP schedule being followed for all vendors? Are exceptions to these policies properly documented? Are the procedures established by NRA's Purchasing Procedures Manual being followed with all of our vendors?

Paragraph 9: The matter of salaries and wages and related documentation was asked with regard to paragraph 7 of the letter. Regarding NRA's American Express accounts, in whose name were these accounts established? What was the business purpose for this choice? Is this arrangement subject to the RFP process? Are there any benefits (frequent flyer miles, etc.) for the NRA American Express accounts? If so, what use is made of these benefits?

Paragraph 10: Have Ackerman and PM Consulting been properly approved as vendors? Are expenditures to these firms properly documented in all respects? Is business with these vendors at "arms length"? Are the procedures established by NRA's Purchasing Procedures Manual being followed with all of our consultants?

Paragraph 11: Please review for the committee the Palladium Press situation (in brief, but also from its inception up to its current status). Please also speak to the aggregate (cumulative) net cash flow from this situation.

Paragraph 12: Final paragraph – nothing in this section raises any issues for the Audit Committee.

Exhibit E

RE: NRA- Additional Documents

Svetlana Eisenberg <sme@brewerattorneys.com>

Tue 6/28/2022 7:50 AM

To: Connell, Monica <Monica.Connell@ag.ny.gov>; Fuchs, Yael <Yael.Fuchs@ag.ny.gov>; Sarah Rogers <sbr@BrewerAttorneys.com>

Cc: Stern, Emily <Emily.Stern@ag.ny.gov>

Monica,

The document was produced in December 2021. There is no basis for your suggestion that your office only learned about the document on June 15, 2022.

The metadata shows that the document was created in 2007. The metadata fields to which you refer are from the file system in which the document was collected.

The Application Create/Last Modified dates, which is what indicates when a document was created, clearly refer to 2007:

Document Date	Application Create Date	Application Last Modified	Creation Date	Modification Date
10/19/2017 02:47 UTC	09/06/2007 05:08 UTC	09/06/2007 05:49 UTC	10/19/2017 02:47 UTC	10/19/2017 02:47 UTC

In sum, there is no basis for the statement that the document “may have dated from 2017.”

Should you wish to confer further, please call me at 212-224-8817 this afternoon.

Regards,

Svetlana

Svetlana M. Eisenberg | Partner
Brewer, Attorneys & Counselors
750 Lexington Avenue, 14th Floor
New York, New York 10022
Office Direct: 212.224.8817
Office Main: 212.489.1400
Cell: 929.319.1731
Fax: 212.751.2849

sme@brewerattorneys.com www.brewerattorneys.com

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From: Connell, Monica <Monica.Connell@ag.ny.gov>

Sent: Monday, June 27, 2022 8:50 PM

NYSCEF DOC. NO. 803

RECEIVED NYSCEF: 07/22/2022

To: Svetlana Eisenberg <sme@brewerattorneys.com>; Fuchs, Yael <Yael.Fuchs@ag.ny.gov>; Sarah Rogers <sbr@brewerattorneys.com>
Cc: Stern, Emily <Emily.Stern@ag.ny.gov>
Subject: Re: NRA- Additional Documents

Thank you Svetlana. As you know, there was some metadata that indicated the document may have dated from 2017. Further, we only learned about the existence of these highly relevant documents during the deposition of Mr. Coy. Given your response, I take it that further efforts to meet and confer would be pointless. If I am wrong, please let me know tonight.

Regards,

Monica

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From: Svetlana Eisenberg <sme@brewerattorneys.com>
Sent: Monday, June 27, 2022 8:45:33 PM
To: Fuchs, Yael <Yael.Fuchs@ag.ny.gov>; Sarah Rogers <sbr@brewerattorneys.com>
Cc: Connell, Monica <Monica.Connell@ag.ny.gov>; Stern, Emily <Emily.Stern@ag.ny.gov>
Subject: Re: NRA- Additional Documents

[EXTERNAL]

Counsel,

The NRA has no obligation to search for or produce the documents described in your email message. As a threshold matter, the document you marked as an exhibit was prepared—and the letter to which it responds was received—in 2007. This is confirmed by, among other things (i) Professor Coy's testimony, (ii) the face of the exhibit ("The Audit Committee is charged with reviewing and making appropriate inquiry regarding the anonymous letter that BOD members received *prior to the April 2007 NRA Annual Meeting*."), and (iii) the September 6, 2007 "application create" and "application last modified" dates (made available to the NYAG by the NRA along with the record's other metadata). The records the NYAG requests are well outside the universe of records that are discoverable under the CPLR.

In any case, the NYAG's RFPs you cite—with one exception—expressly call *only* for records that were "in effect, created, recorded, compiled, transmitted or received [after] January 1, 2015." See also NRA's Responses and Objections ("The NRA further objects to . . . Request [38] as unduly burdensome with respect to the instructions 'regardless of the time period,' 'from 2010 to present,' and 'from 1997 to present.' For purposes of its response, the NRA will construe this Request to seek documents from January 1, 2015, to the commencement of this Action.").

Of course, to the extent any non-privileged documents you describe exist and post-date January 1, 2015, the NRA searched for and, as applicable, produced them to the NYAG pursuant to the search terms protocol agreed to by the NYAG.

The NRA reserves all rights and waives none.

Regards,

Svetlana

Svetlana M. Eisenberg | Partner
Brewer, Attorneys & Counselors
750 Lexington Avenue, 14th Floor
New York, New York 10022

Office Direct: 212.224.8817

Office Main: 212.489.1400

Cell: 929.319.1731

Fax: 212.751.2849

sme@brewerattorneys.com www.brewerattorneys.com**BREWER**

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From: Fuchs, Yael <Yael.Fuchs@ag.ny.gov>**Sent:** Tuesday, June 21, 2022 2:15 PM**To:** Svetlana Eisenberg <sme@brewerattorneys.com>; Sarah Rogers <sbr@brewerattorneys.com>**Cc:** Connell, Monica <Monica.Connell@ag.ny.gov>; Stern, Emily <Emily.Stern@ag.ny.gov>**Subject:** NRA- Additional Documents

Svetlana, Sarah:

As you are aware, the deposition of NRA board member and Audit Committee Vice Chair David Coy on June 15, 2022, Mr. Coy testified that he drafted the attached document, which relates to an "anonymous letter that BOD members received prior to the April 2007 NRA Annual Meeting." The document purports to be a "series of questions derived from the letter." The nature of the questions suggests that the letter raised issues related to those raised in the present litigation, including the adequacy of and compliance with numerous NRA policies and procedures, and the expenses generated by particular vendors, including I.I. & I.S. and Ackerman McQueen. As such, this letter and any response thereto is highly relevant to the present litigation, as well as responsive to, without limitation, Requests No. 2, 4, 15, 16, 17, 26, 38 (including 38(h)), and 62 of the Request for Production dated June 25, 2021.

We request that you please produce the following Document, no later than Friday June 24, and reserve all rights with respect thereto:

All documents relating to the anonymous letter ("the Letter") referenced in the document bearing bates number NRA-NYAG-CPOMMDIV-00686689, including without limitation:

- a. The Letter received by NRA board members;
- b. Any board minutes or reports relating to the Letter;
- c. All Communications relating to the Letter;
- d. All documents consisting of or relating to any response to the Letter;
- e. The report from Jacob Frenkel referenced in Paragraph 6 of NRA-NYAG-CPOMMDIV-00686689, and all Documents related thereto.

For your reference, as was shown at the deposition, the metadata for the document shows a creation date of 2017. Mr. Coy testified that he didn't know why the metadata would show 2017, and further testified that he did in fact receive a letter, mailed to his home, in or around 2007.

Please let me know if you have any questions regarding the above.

Regards,
Yael

Yael Fuchs | Assistant Attorney General
Co-Chief, Enforcement Section, Charities Bureau
New York State Office of the Attorney General
28 Liberty Street, New York, NY 10005
Tel: (212) 416-8391 | yael.fuchs@ag.ny.gov

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Exhibit F



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE
CHARITIES BUREAU

212.416.8965
Monica.Connell@ag.ny.gov

July 6, 2022

VIA EMAIL

Hon. O. Peter Sherwood, Special Master
360 Lexington Avenue
New York, NY 10017
psherwood@ganfershore.com

Re: *People of the State of New York, by Letitia James, Attorney General of the State of New York v. The National Rifle Association of America, Inc. et al.*, Index No. 451625/2020

Dear Judge Sherwood:

On behalf of the Plaintiff, the People of the State of New York, the Office of the Attorney General of the State of New York ("OAG") respectfully submits this letter in support of the applications set forth below.

General Ledgers:

During its bankruptcy proceeding, the NRA included on its list of exhibits, and concurrently produced to the OAG, its full general ledgers in the form of spread sheets it maintains that showed cash flow to and from the NRA. The proceedings before the bankruptcy court concerned whether the NRA's bankruptcy petition was brought in good faith and involved discovery related to the NRA's finances, as this action does. Accordingly, in this action, Plaintiff again sought the general ledgers, both in the form of a request for documents produced during the bankruptcy to be re-produced in this action and in a specific request. *See* Exhibit A (Defendant NRA's objections and responses to the Plaintiff's first requests for production, Nos. 9 and 19(b), (c), and (e)). Although the NRA readily produced the ledgers in the bankruptcy as part of its production of proposed exhibits and readily re-produced almost all of the other bankruptcy production in this action, it did not produce the ledgers here. The parties conferred on this issue a number of times including most recently by email. *See* Exhibit B (email chain beginning June 30, 2022).

The NRA had previously objected to producing the general ledgers in this action, apparently believing that the names of donors are in the ledgers and the confidentiality order here, unlike that in the bankruptcy proceeding, is insufficient protect the same. It also asserted

Hon. O. Peter Sherwood

July 6, 2022

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that redacting the names of individual donors would be unduly burdensome. In an effort to resolve this issue, Plaintiff proposed that the NRA produce the same general ledgers redacting all entries showing incoming monies, disclosing only NRA expenditures. The NRA has not indicated that this would be difficult to do.

Production of the ledgers limited to outgoing monies paid by the NRA will likely be sufficient to answer central questions regarding NRA funds paid to favored vendors and NRA insiders that are relevant to the allegations of waste and improper administration of the NRA's assets. This evidence is crucial and NRA witnesses and documents produced so far have not sufficiently addressed these matters.

For example, the general ledgers should demonstrate NRA funds paid to a group of related entities and individuals, through NRA Executive Vice President Wayne LaPierre's office's budget, and other budgets centers within the NRA, to a group of related entities and individuals owned by or affiliated with non-party David McKenzie. Evidence indicates that the NRA has paid the McKenzie entities thus far well over \$100 million, often with verbal approvals in excess of contracted amounts in violation of NRA policies. The evidence also indicates that payments to the McKenzie entities were internally allocated to various NRA cost centers and dispersed through payments to various affiliated business entities, some located within the same offices within the NRA headquarters, with the same staff, same leadership, and little to no division in their work. This internal accounting obfuscates the magnitude of the amounts paid by the NRA to these businesses. Indeed, there is evidence to suggest that the NRA paid monies to at least one of McKenzie's businesses, Associated Television Inc. ("ATI")¹, without receiving promised services in return. Witnesses have been unable to testify as to what monies were paid to these entities and insiders and when such payments stopped, if they have. It was only *during* his testimony at the bankruptcy trial that Defendant LaPierre revealed for the first time his relationship with David McKenzie, including gratis use of McKenzie's luxury yachts. During his testimony in this action, Mr. LaPierre revealed previously undisclosed information that further establishes a conflict of interest. Mr. LaPierre testified to having received additional expensive gifts and favors from the McKenzies, including paid luxury vacations to numerous exotic locales around the globe for himself and his wife and his wife's use of McKenzie's yachts for "girls" and family trips.

¹ Mr. LaPierre testified at his deposition on June 27 and 28, 2022, that ATI produced the Crime Strike television series for the NRA. He claims to have filmed segments of this show while in Monaco, the Bahamas or on board the McKenzie's yacht, thus making his receipt of such free luxury travel, at least in part, a business expense. Mr. LaPierre had not seen the episodes of Crime Strike he allegedly filmed since 2014 and does not know if they aired. Plaintiff asked for information relating to the Crime Strike show, including videos, from the NRA in Plaintiff's first request for production, no. 38. None were produced. Plaintiff has narrowed the request to episodes including the video filmed in Monaco, the Bahamas or on board a yacht and any evidence showing that such episodes were actually aired. While producing some correspondence with ATI, the NRA has refused to produce the limited video footage sought or to confirm that it does not have information regarding whether such episodes aired. *See* Ex. B. Plaintiff also asks for an order directing the NRA to produce the requested episodes and evidence, if it has any, of such episodes ever airing.

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July 6, 2022

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The general ledgers are essential for establishing expenditures to a myriad of vendors that the OAG believes, based on testimony and other evidence in this litigation, plainly constitute corporate waste. Now the NRA objects to the demand for general ledgers as “untimely”, although the Plaintiff has been seeking the general ledgers since its first request for production, and “overbroad”, although it has not set out any specifics as to how again producing these discrete spread sheets for the relevant time period when the NRA’s expenditures during this time period are at the heart of most of the Plaintiff’s allegations, would be overbroad.

In light of the fact that the general ledgers were demanded by the Plaintiff in a timely manner, can be readily produced, and are material and necessary to the claims in this action, we ask for an order directing that general ledgers from 2015 to the present be produced with the redactions proposed above.

Documents Relating to Relevant Whistleblower Complaint to Board

During the deposition of NRA Vice-President, long time Board member and Audit Committee Vice Chair David Coy on June 15, 2022, Mr. Coy testified that he drafted a document relating to an “anonymous letter that BOD members received prior to the April 2007 NRA Annual Meeting.” The document purports to be a “series of questions derived from the letter.” *See* Exhibit C (Coy’s questions for the Audit Committee). The document indicates that in 2007, a whistleblower raised some of the identical claims of corruption, waste and lack of adequate internal controls to the entire NRA Board that the Plaintiff is alleging has more recently occurred and in some instances is still occurring within the NRA. As such, this letter and any response thereto is highly relevant to the present litigation, as well as responsive to, without limitation, Requests No. 2, 4, 15,16, 17, 26, 38 (including 38(h)), and 62 of the Request for Production dated June 25, 2021.

Metadata produced in connection with the documents indicates a creation date in 2017. Mr. Coy testified that he didn’t know why the metadata would show 2017, and further testified that he did in fact receive a letter, mailed to his home, in or around 2007. However, he explained that in order to testify truthfully as to the anonymous letter and the Audit Committee’s response thereto, he would need to see if he still had the letter and review other information he may have. *See* Deposition of David Coy, Exhibit D, pp. 211-235, at pp. 211 (“Beyond that, I -- in order to appropriately answer, because I did swear an oath to tell the truth and I will do that, but I need to see -- I -- I have to reconstruct this.”); 215 (not recalling if he was in possession of the anonymous letter); 215-216 (“I need to look at the documents, if we can find them, if they are able to be found, so I can answer the questions truthfully. That is what – that is the oath I swore to do”).²

Accordingly, Plaintiff served demands for relevant information relating to the letter and the Audit Committee’s response thereto. *See* Exhibit E (June 22, 2022 demand). The NRA did not initially respond to the demand. Follow up efforts to resolve this issue were unsuccessful.

² Mr. Coy’s deposition, as well as other depositions, have included improper assertions of privilege and speaking objections. Those will be the subject of a separate application.

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July 6, 2022

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See Exhibit B (email chain beginning June 30, 2022). The NRA stated that it had tried to chase down “a rumored, fifteen-year-old letter at the NYAG’s request” but did not specify what efforts it made, whether it had inquired of Mr. Coy (who was represented at his deposition by NRA counsel), regarding the documents he indicated he would need to check to testify truthfully, whether it had identified any of the documents sought and didn’t respond to the related requests at all.

The NRA itself is the primary source of documents relevant to this case. Testimony by some individual NRA witnesses, like David Coy and Wayne LaPierre, has revealed the existence of documents that are material and necessary to the action but which have not been produced. If the NRA refuses to produce such documents, the Plaintiff will seek curative instructions but hopes that the same is not necessary. To the extent that any Defendant will attempt to use documents or evidence that the NRA appropriately responded to the whistleblower complaint received by anonymous letter in 2007, we reserve all rights to seek preclusion.

Plaintiff asks for an order directing the NRA to produce documents responsive to the demands set forth in Exhibit E by a date certain and do confirm that it sought the same from Audit Committee members, the Board Secretary, and from NRA records.

An Extension of the Seven Hour Limitation for the 11-f Notice of the NRA

Plaintiff has noticed the corporate representative deposition of the NRA. *See* Exhibit F (Plaintiff’s 11-f Notice to the NRA). Under Rule 11-d of the Commercial Division rules, there is a 7-hour limitation for depositions, but that limit may be altered by the court upon a showing of good cause. Good cause exists here. Plaintiff’s 11-f Notice has 24 topics.³ The parties have met and conferred and the NRA has agreed to produce a witness(es) knowledgeable and prepared to testify on every topic. However, the NRA has indicated that it will only produce its corporate representative for one day of deposition.

Plaintiff intends to take a focused and efficient deposition, but we reasonably anticipate needing more than 7 hours to cover the almost two dozen key areas in the 11-f notice, all drawn from Plaintiff’s Complaint. These topics include, for example, the NRA’s procedures for preparation, review (especially Board Review), authorization and signing of the NRA’s annual regulatory filing, including IRS Forms 990 and supporting schedules, misstatements on the NRA’s Form 990s and amendments to the 990s (Topic 3); excess benefits paid to and private inurement received by the individual Defendants and others within the NRA, including the NRA’s calculations where it has admitted the same occurred (Topic 5); and the use of vendors to disguise payments to or on behalf of NRA insiders (Topic 8). Seven hours does not permit sufficient time for even the most focused examination of these and other complex topics.

In addition, the NRA has indicated that it may produce more than one deponent to testify as a corporate representative, one of whom will be its General Counsel, Defendant John Frazer. The NRA is entitled to do so, but we must factor in additional time to inquire of the preparation of

³ Plaintiff has withdrawn Topic 2, with limitations noted in a separate submission filed today.

Hon. O. Peter Sherwood

July 6, 2022

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different witnesses. Mr. Frazer appeared as the NRA's corporate representative for deposition during the bankruptcy proceeding and based on that deposition, we also reasonably anticipate that privilege issues may arise in his deposition as an NRA representative.. This will likely increase the time needed for the 11-f deposition. Accordingly, we ask that the Court permit 14 hours to depose the NRA.

CONCLUSION

In light of the foregoing, it is respectfully that Your Honor grant the relief sought in this application in its entirety.

Respectfully,

/s/ Monica Connell

Monica Connell

Assistant Attorney General

cc: All Counsel of Record

EXHIBIT B

From: [Connell, Monica](#)
To: [Sarah Rogers](#)
Cc: [Thompson, Stephen](#); [Conley, Jonathan](#)
Subject: RE: Follow Up Meet and Confer
Date: Tuesday, July 5, 2022 10:00:00 AM
Attachments: [image003.png](#)

Sarah,

Discovery extensions have been needed throughout this case as a result of the NRA's discovery conduct as well as to accommodate witnesses and defense counsel. This is evidenced by court filings and many of the stipulations themselves. We agreed that we had no intention of serving a whole new set of document requests. We didn't and we haven't waived any right to follow up regarding various demands or newly discovered documents.

Where we identify documents that should have been produced if they exist but were not and/or that arose during a deposition, we reserved and reserve the right to make the request. We appreciate your efforts, including in looking for documents that an NRA Second Vice President, Chair of the Finance Committee and Vice-Chair of the Audit Committee testified about.

The requests below are for documents demanded in our initial requests for production where negotiation has not led to production and where recent testimony demonstrates their necessity. The NRA's position is clear except for one last question: Mr. LaPierre testified about video for Crime Strike being filmed about Mr. McKenzie's yachts and/or in Monaco and the Bahamas and that he did not know if such videos aired. Our initial demands asked for Crime Strike video. Has the NRA maintained the Crime Strike videos?

Thanks,

Monica

From: Sarah Rogers <sbr@BrewerAttorneys.com>
Sent: Tuesday, July 5, 2022 9:41 AM
To: Connell, Monica <Monica.CConnell@ag.ny.gov>
Cc: Thompson, Stephen <Stephen.Thompson@ag.ny.gov>; Conley, Jonathan <Jonathan.Conley@ag.ny.gov>
Subject: RE: Follow Up Meet and Confer

[EXTERNAL]

Monica,

When the NRA first agreed before the Special Master to extend the discovery schedule, the parties stipulated that there would be no new document requests served. The NRA has repeatedly, and in good faith, accommodated requests for updated productions of Board meeting materials and the like, and has even attempted to chase down a rumored, fifteen-year-old letter at the NYAG's request. However, your office's demand for the NRA's general ledger is overbroad and untimely. The NRA declines to produce it. Enough is enough – document discovery must end.

The NRA conducted a diligent search for correspondence among itself, MMP and MMP's affiliates, and ATI concerning disputed invoices, fee increases, and other relevant topics reflected in our search terms. The NRA's recent, supplemental production captured correspondence exchanged solely among outside counsel, which may not have transited the NRA's electronic systems and may therefore have been omitted from the NRA's prior production. The NRA is not aware of additional responsive, relevant correspondence with these entities which remains un-produced.

We are not aware of a discovery device that requires the NRA, or its counsel, to summarize CrimeStrike video materials, and we are not aware of any responsive, nonprivileged summaries of the type you describe.

Regards,
Sarah

From: Connell, Monica <Monica.Connell@ag.ny.gov>
Sent: Thursday, June 30, 2022 2:21 PM
To: Sarah Rogers <sbr@brewerattorneys.com>
Cc: Thompson, Stephen <Stephen.Thompson@ag.ny.gov>; Conley, Jonathan <Jonathan.Conley@ag.ny.gov>
Subject: Follow Up Meet and Confer

Sarah,

In the bankruptcy proceeding, the NRA produced its general ledgers. We demanded the same in this action. The NRA did not provide the same, even the ones produced during the bankruptcy. Although they had already been produced to the Plaintiff and others in the bankruptcy, the NRA was concerned about the general ledgers' inclusion of donor names. We suggested that any confidentiality concerns be addressed through redactions in the native excel, but did not hear back regarding that suggestion. We again demand production of the NRA's general ledgers but suggest that providing only outgoing payments (that is, payments from the NRA out to vendors etc.) would be away to quickly address the NRA's concern.

In regard to the NRA's objection to the demands relating to ATI and to the Crime Strike production, we reiterate our request for correspondence from your / the NRA's side to ATI or its counsel in the form of letters or emails. While we don't waive any rights, with regard to your assertion that it would be too voluminous to produce the episodes of Crime Strike we had previously demanded, we would propose limiting such production to materials Mr. LaPierre alleges were filmed in 2018, as well as any materials filmed in connection with any stay on any of Mr. McKenzie's yachts (for example, the Monaco filming Mr. LaPierre referenced in his testimony). In addition, can you respond to our request for a summary of the materials provided by ATI, including any information about whether produced material actually aired? (E.g., airing dates for commercial spots filmed at the California rental).

Can you please respond by seven this evening as to the NRA's willingness to produce the above and

we can discuss a timetable for production or place these matters before the Special Master?

Thank you,

Monica



Monica Connell

Senior Litigation Counsel

New York State Office of the Attorney General

28 Liberty Street, 19th Floor | New York, NY 10005

Tel: (212) 416-8965 | Monica.Connell@ag.ny.gov

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Exhibit G

B R E W E R
ATTORNEYS & COUNSELORS

July 12, 2022

VIA EMAIL

Hon. O. Peter Sherwood
Special Master for Discovery
360 Lexington venue
New York, New York 10017

Re: *People of the State of New York, by Letitia James, Attorney General of the State of New York v. The National Rifle Association of America et al.*,
Index No. 451625/2020

Dear Judge Sherwood:

The National Rifle Association of America (the “NRA”) submits this response to the Office of the Attorney General for the State of New York (the “NYAG”)’s recent demand¹ for an “anonymous letter” vintaged 2007 (the “2007 Letter”)—twelve years before the NYAG commenced its investigation. The NYAG also appears to seek an even-older document, the Frankel report (the “2003 Report”). For reasons set forth below, the NYAG’s belated demands for decade-old documents—which it failed to seek during the original, allotted fact-discovery period—should be denied as unreasonable, untimely, and unsanctioned by the CPLR.

First, both the 2007 Letter and the 2003 Report lay well outside the temporal scope of prior document requests served in this case, and indeed outside the scope of any conceivable, relevant discovery timeframe.² During the hearing before Your Honor on April 21, 2022, when the NYAG sought the consent of the NRA and the approval of the Special Master to extend the discovery schedule in this case, the NYAG insisted that the additional allotted weeks would accommodate previously-delayed depositions—*not* expanded document discovery from the NRA.³ But the document requests served to date by the NYAG, which framed the parties’ extensive meet-confer efforts and previous discovery compromises, sensibly did not seek documents vintaged fifteen years before this litigation. Instead, discovery in this case has focused on documents “created, recorded, compiled, transmitted or received from January 1,

¹ See Request for Production dated June 21, 2022, attached hereto as Exhibit A.

² See Defendant the National Rifle Association of America’s Responses and Objections to Plaintiff’s First Set of Requests for Production of Documents, attached hereto as Exhibit B, in which the NRA objected to a request for the production of documents prior to 2015.

³ See Apr. 21 Hrg. Tr. 17:18-21:7.

B R E W E R

Hon. O. Peter Sherwood

July 12, 2022

Page 2

2015 through the present.”⁴ The 2007 Letter’s metadata, attached hereto as Exhibit D, corroborate that it was created thirteen years before commencement of this litigation. Of course, the 2003 Report is even older. There is no cause to temporally expand discovery to the 2003-2007 period at this late date, especially since the discovery schedule was extended on this case based on the parties’ agreement that document discovery would *not* expand.

Second, and importantly, the 2007 Letter is not a document of which the NYAG can reasonably claim to have only now become aware. The letter is referenced in a set of typewritten notes maintained by David Coy, a member of the NRA’s Audit Committee whom the NYAG has examined and deposed multiple times since 2019. The typewritten notes commenting on the much-older 2007 Letter were produced to the NYAG during December 2021, after which the parties engaged in extensive additional meet-confer efforts and the NYAG peppered the NRA with further document requests. Even if discovery of documents from the 2003-2007 period could be countenanced as relevant to this litigation, the time to seek such discovery has long elapsed. Instead, the NYAG’s barrage of eleventh-hour requests for documents with increasingly-attenuated relevance to this case (a letter from 2007, or the true-crime reenactment videos sought under separate cover) raise the specter of manufactured discovery disputes designed to further prolong discovery or enable other pretrial gamesmanship.

Third, the excerpts of Mr. Coy’s testimony that the NYAG cites—wherein he notes that he could not truthfully testify about the contents of the 2007 Letter without reviewing it⁵—furnish no basis for discovery of this irrelevant fifteen-year-old document. No other portion of Mr. Coy’s testimony references the letter or incorporates it by reference, nor did Mr. Coy state that the letter refreshed his recollection in advance of his testimony.

The objections above are threshold matters. In the event the Special Master were to order the NRA to locate and produce dated records, the NRA reserves the right to object to the request for the production on other grounds, including privileges.

Respectfully submitted,

/s/ William A. Brewer III

William A. Brewer III

Sarah B. Rogers

Svetlana M. Eisenberg

BREWER, ATTORNEYS & COUNSELORS

⁴ See Plaintiff’s First Request for Production of Documents to Defendant National Rifle Association of America, attached hereto as Exhibit C, at 1.

⁵ Coy Dep. 216:5-13, attached hereto as Exhibit E (“I need to look at the documents, if we can find them, if they are able to be found, so I can answer the questions truthfully. That is what—that is the oath I swore to do. I can’t do that right now. I would—would be guessing, I would be filling in and—and I don’t want to do that.”).

B R E W E R

Hon. O. Peter Sherwood

July 12, 2022

Page 3

750 Lexington Avenue, 14th Floor

New York, New York 10022

Telephone: (212) 489-1400

**COUNSEL FOR THE NATIONAL RIFLE
ASSOCIATION OF AMERICA**

cc: All Counsel of Record

Exhibit H

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, WAYNE LAPIERRE, WILSON
PHILLIPS, JOHN FRAZER, and JOSHUA
POWELL,

Defendants.

Index No. 451625/2020

DISCOVERY ORDER

In the Special Master Report on the July 7, 2022, Hearing (“July Report”), I denied the NRA’s demand to take the deposition of a “corporate representative” of the Office of the Attorney General of New York (“OAG”). The OAG is counsel for plaintiff, the People of the State of New York, by Latitia James, Attorney General of the State of New York (“People”). I also granted the People’s request for a protective order. I specifically denied the demand as to Topics 4-5 as foreclosed by Justice Cohen’s Decision and Order dismissing the NRA’s counterclaims (“Cohen Order”) where he dismissed the NRA’s allegation that the OAG’s actions in this case amounts to unconstitutional retaliation against the NRA. In reaching that decision Justice Cohen held that the NRA failed to allege the essential causal elements of the claim of unconstitutional retaliation. He also held that, although not yet proved, there were “objectively founded” nonretaliatory grounds alleged in the People’s complaint, including reports of “fraud, waste and looting within the NRA” (Cohen Order at 5).

I also denied the NRA's demand as to Topics 1-3 seeking disclosure of "all steps taken by [the OAG] (1) to identify, preserve, collect and produce Documents [and [2] . . . comply" with various discovery demands of the NRA and also to probe into the OAG's "Responses and Objections" to various NRA discovery requests.

Apart from the fact that the NRA has not met the heightened standards for obtaining discovery of counsel for an adversary and is seeking information that is protected by privileges held by the OAG in connection with its investigation, the OAG has already certified that it has produced all discoverable information gathered during its investigation and identified what was withheld and why. In light of these circumstances, I concluded that the NRA was not entitled to take the deposition of a representative of the OAG. Nevertheless, I gave defendants one last opportunity to show that there are matters as to which the NRA is entitled to inquire at a deposition.

In correspondence dated July 12, 2022, the NRA and defendant John Frazer argue they should be allowed to ask questions regarding "steps taken by the NYAG to collect documents and respond to discovery in the case". Ignoring the predicate for taking the deposition of opposing counsel, the NRA states it "aims to ask 'questions about document production' such as the provance of 'documents in the production that lack metadata'" (Letter of NRA dated July 12, 2022 at p. 3) ("NRA July 12, 2022 Letter").

The OAG has certified that it has produced all discoverable information gathered from the NRA and third parties during the investigation except for identified information withheld on grounds of privilege¹ (*see* OAG letter dated July 5, 2022 at p. 3) (OAG July 5, 2022 Letter). The

¹ The NRA explains it recently discovered that communications between NRA director Phillip Journey and the OAG was not disclosed and was not listed as privileged. The NRA implies that the OAG may not have produced all discoverable information in its investigation file. However, as the NRA states, the communication occurred "during the pendency of this case" and therefore after the investigation file was compiled. In any event, the OAG has a continuing obligation to

production should have included metadata if the OAG collected any. The NRA may inquire into the issue by interrogatory rather than by deposing opposing counsel.

The NRA also seeks to inquire into “the NYAG’s public statements concerning the NRA” in connection with its affirmative defense of unconstitutional animus (NRA July 12, 2022 Letter at p. 3). Inquiry as to this matter is foreclosed by Justice Cohen’s Order where he held, “the narrative that the Attorney General’s investigation into these undeniably serious matters [of wrongdoing at the highest levels] was nothing more than a politically motivated – and unconstitutional – witch hunt is simply not supported by the record (*id* at p. 2) (*see also id* at p. 5) “There are no factual allegations suggesting that the stated concerns driving the investigation – reports of fraud, waste and looting within the NRA – were imaginary or not believed by the Attorney Generals”; and *id* at 11 “[T]he NRA’s own internal investigation uncovered evidence of impropriety”).

Finally, the NRA seeks to inquire about the factual predicates for general and conclusory allegations in the People’s complaint. As I have noted previously, inquires into a parties allegations are best explored through contention interrogatories. And if the plaintiff fails to provide full and complete responses it risks preclusion of withheld evidence at trial.

In a separate letter also dated July 12, 2022, the NRA, requests that the OAG’s request for production of an “‘anonymous letter’ vintaged 2007” and “an even-older document, the Frankel Report (the 2003 Report)” be denied on ground the requests are unreasonable, untimely and unsanctioned by the CPLR.

produce non-privileged information. Accordingly, the OAG shall produce the communications referred to if it has not already done so and the NRA may propound an interrogatory and document production request on the issue.

CPLR 3101(a) provides that “[t]here shall be full disclosure of all matter material and necessary in the prosecution or defense of an action . . .” The New York Court of Appeals has held that “the phrase must be interpreted liberally to require disclosure, upon request of any facts bearing on the controversy. . . . The test is usefulness and reason” *Allen v Crowell – Collier Pub. Co.*, 21 NY 2d 403, 406 (1968). There is no dispute that the requested documents are material and necessary or may lead to discovery of matter that is material and necessary. The “vintaged” documents are readily available. In fact, counsel for the NRA conceded at oral argument that they have possession of the documents. Whether these documents will be in admissible in evidence at a trial because they concern matters alleged to be too remote in time, is not grounds for denial of a request for production. The documents shall be produced.

Dated: New York, New York
July 15, 2022

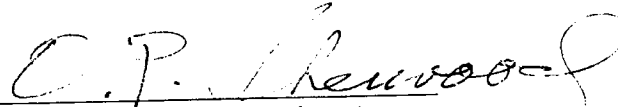

Hon. O. Peter Sherwood (ret)

Exhibit I

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

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

INDEX NO. 451625/2020

Plaintiff,

v.

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

Defendants.

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

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

GENERAL OBJECTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.

SPECIFIC RESPONSES AND OBJECTIONS

REQUEST FOR PRODUCTION NO. 1:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 2:

All Documents supporting or refuting the allegations in the Complaint.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 3:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 4:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 5:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 6:

Documents sufficient to identify all social media usernames or identification used by You or others formally or informally authorized to communicate on Your behalf.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 7:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 8:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 9:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 10:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 11:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 12:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 13:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 14:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 15:

All Documents and Communications concerning services AMc provided to the NRA, including, without limitation, (a) expenses AMc paid on Your behalf through an ‘Out of Pocket’ or ‘Pass-through’ expense process; (b) AMc’s retention of or compensation to NRA executives, officers, directors or employees; (c) work performed by AMc in connection with NRA Board elections, advertisements and promotional materials for Board elections, and with the NRA Members’ Councils of California; (d) WBB Investments and a potential real-estate acquisition in Dallas, Texas, (d) services provided to Youth For Tomorrow; and (e) services provided to, or at the request of Susan LaPierre. This request includes Documents relating to budgets developed by the NRA or AMc regarding AMc’s work for the NRA; oversight, monitoring, review or auditing by the NRA or Forensic Risk Alliance of work AMc performed or expenses AMc paid on the NRA’s behalf.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 16:

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

a. complaints related to NRA employees, Board members, or Key Persons including but not limited to Joshua Powell, Christopher Cox, Wayne LaPierre, David Lehman, Wilson Phillips, and Mildred Hallow;

b. any authorization, receipt, or retention of improper payments or benefits for any Person or Entity from funds held or controlled by the NRA, including, without limitation, excess benefits disclosed in Your IRS Form 990 for 2019, and any investigation, analysis, review, audit or other action taken concerning the same; and

c. whistleblower complaints.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 17:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 18:

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

- a. monthly statements from the credit-card issuer;
- b. Documents relating to the allocation and reconciliation of credit-card charges and the processing of approvals and payment;
- c. Documents relating to the creation, implementation, revision, administration, and enforcement of Your credit-card policies or protocols;
- d. Documents sufficient to identify all current and former NRA officers, executives, board members, Key Persons, employees, and other Persons who were authorized credit-card users at any point during the Relevant Period, and the individual(s) responsible for authorizing, monitoring, and controlling the use of those cards;
- e. Documents relating to Your review of credit-card activity;
- f. Documents sufficient to identify any instances when the Board was notified of, approved, or reviewed the issuance or use of credit cards by NRA officers, employees, board members, Key Persons, or volunteers; and

g. Documents relating to the use of Your corporate credit-card accounts.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 19:

All Documents summarizing or reporting on Your financial condition and projected financial condition during the Relevant Period, including, but not limited to:

a. reports, summaries and evaluations of Your assets, liabilities, revenues (including member dues and contributions), expenses, cash flows, business operations, fundraising results, cash receipts and disbursements, potential liability and costs of pending or anticipated litigation, financial forecasts, and any assessments or audits thereof;

b. the NRA's financial ledgers or other Documents relating to the financial accounts or instruments held in the name or for the benefit of the NRA, and Documents reflecting, summarizing, recording, or analyzing the transactions associated with such financial accounts or instruments, including bank statements, accounting ledgers, trial balances, journals, financial statements, and related work papers;

c. charts or indices of accounts (and where applicable, sub-accounts) reflecting or describing the accounts in Your general or accounting ledgers;

d. Documents sufficient to identify all financial accounts controlled in whole or in part by the NRA during the Relevant Period, including documents identifying the name of the financial institution, account number, account custodians, and the names of any NRA employees with authority or control over the use of the accounts;

e. Documents describing or summarizing the purpose of financial accounts controlled in whole or in part by the NRA during the Relevant Period; and

f. Documents relating to information reviewed, relied upon, consulted, considered, given by or to, or generated by the Board concerning Your financial status.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 20:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 21:

All Documents concerning payments, including, without limitation, compensation, expense reimbursements, bonuses or benefits to or on behalf of any of Your executives, officers, directors, Key Persons, or consultants, by a third party, including, without limitation, AMc,

Lockton Affinity, Brewer, the McKenzie Entities, and all Persons that transacted business with the NRA during the Relevant Period.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 22:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 23:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 24:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 25:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 26:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 27:

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

a. each employee, management, or Board handbook or manual in use at any time during the Relevant Period;

b. financial policies, procedures, manuals or the equivalent concerning internal controls, accounts payable, and/or expense reimbursements, and all Documents relating to the implementation and revision of such policies;

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

d. all policies and procedures relating to committee assignments for members of the Board;

e. document retention policies;

f. all Documents, relating to the NRA's "Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000," including any Documents related to purchase agreements and contracts in excess of \$100,000 for which NRA procedures were not followed; and

g. policies, procedures, manuals or the equivalent concerning internal controls, accounts payable, and/or expense reimbursements, and all Documents relating to the implementation and revision of such policies.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 28:

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

a. direct or indirect involvement of Wayne LaPierre or any employee he directly supervises, including without limitation, Mildred Hallow, in the nomination and election process and Communications regarding the same;

b. direct or indirect involvement of Wayne LaPierre or any employee he directly supervises, including without limitation, Mildred Hallow, in the committee assignment process and Communications regarding the same;

c. creation and placement of advertisements for Board elections, including without limitation Documents relating to the Committee for Strong Leadership; and

d. operation of the Nominating Committee. This request includes without limitation Communications between or among the Offices of the Executive Vice President, President, Vice Presidents, and/or members of the Nominating Committee.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 29:

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

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

b. all Documents concerning, without limitation, the hiring, changes in job status (e.g., promotions, demotions, terminations, or changes in title or responsibility), compensation, expense reimbursements, bonuses, incentive compensation or benefits of any kind, made directly or indirectly, to Mr. Payne, Mr. Halbrook, or Mr. Worley;

c. Documents sufficient to identify Mr. Payne’s role and responsibilities at the NRA; d. all Documents, including any Communications, concerning expenditures or NRA-sponsored events

relating to the NRA Members' Councils of California or the annual election of Board members including but not limited to payment of expenses including meals, hotels, tickets and entertainment expenses for members, volunteers and representatives of the NRA Members' Councils of California; and

e. all Documents relating to marketing or promotional materials disseminated by or prepared on behalf of or for the benefit of the NRA in connection with candidates for the annual election of Board members.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 30:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 31:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 32:

All Documents relating to Communications to and/or from the Executive Committee of the NRA, the Special Litigation Committee, Wayne LaPierre, John Frazer, Craig Spray, NRA officers

or directors or Brewer concerning the amount of money being paid to Brewer, or the impact of the costs and/or payments for Brewer services on the NRA.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 33:

All Documents being or demonstrating compliance by the NRA Board of Directors or any committee thereof, with the obligations set forth in N-PCL 715 concerning conflict of interest and related party transactions at any time between 2014 to the present, including, without limitation:

(a) all Documents and information presented to the Directors in connection with actual or potential related party transactions or conflicts of interest; (b) all Documents reflecting the information considered by the Directors in connection with actual or potential related party transactions or conflicts of interest; (c) all Documents showing the vote of each director in reviewing any related party transaction of conflict of interest under N-PCL 715; and (d) all Documents showing the abstention or recusal of any director in reviewing any actual or potential related party transaction or conflict of interest under N-PCL 715.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 34:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 35:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 36:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 37:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 38:

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

a. Documents sufficient to identify the McKenzie Entities that have had business dealings with the NRA or NRA Affiliated Entities from 1997 to the present;

b. Documents sufficient to identify the nature and cost of services the McKenzie Entities have provided to or at the request of the NRA from 2010 to the present, including without limitation services provided in connection to NRATV; Carry Guard; the Office of the Executive Vice President; the NRA's Office of Advancement; the NRA's General Operations and Membership Divisions; and strategic planning;

c. all Documents relating to contracts or agreements (whether written or oral) between You and the McKenzie Entities from 2010 to the present;

d. Documents sufficient to identify the NRA employees who authorized, negotiated, and/or supervised (in whole or in part) contracts or agreements (whether written or oral) between You and the McKenzie Entities from 2010 to the present;

e. all Documents relating to Your business dealings with the McKenzie Entities from 2010 to the present, including invoices and any summaries, ledgers, or analysis of financial transactions (including pass-through expenses). This request does not seek production of Documents reflecting individual transactions of de minimis amounts;

f. all Documents relating to services outside of or not described in a written contract that the McKenzie Entities provided to or at the request of the NRA, including but not limited to any such services requested by Wayne LaPierre, Susan LaPierre, Wilson Phillips, Joshua Powell, and/or any current or former Board members;

g. all Documents evaluating, assessing, or otherwise relating to the impact or value of the McKenzie Entities' services on NRA membership and fundraising;

h. all Documents, including any Communications, from 1997 to the present relating to concerns about Your business dealings with the McKenzie Entities, including concerns about the cost, scope, and/or value of services provided; and

i. all Documents relating to services that Associated TV provided to or at the request of the NRA, including, but not limited to, promotions and the production, distribution, and/or syndication of media content—including, but not limited to, Crime Strike, television shows, documentaries, infomercials, holiday parades, celebrity events, TV and internet spots, and any services related to scripted or unscripted town halls, debates, or similar events—and copies of all such content.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 39:

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

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 40:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 41:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 42:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 43:

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

a. all Documents concerning the Office of Advancement's effectiveness, including without limitation any audits, reports, investigations, evaluations, or budgets. This request includes any metrics comparing Advancement-related expenses with Advancement-related revenue;

b. all Documents concerning any Advancement-related fundraising goals and the tracking thereof;

c. all Documents reflecting an evaluation of Wayne LaPierre's fundraising effectiveness, and expenses associated with his fundraising activities, including but not limited to documents reflecting or evidencing monies raised by LaPierre;

d. all Documents relating to the performance of Tyler Schropp, Wayne Sheets, Susan LaPierre, or Key Persons in the Office of Advancement, including any evaluations, reviews, or investigations;

e. all documents reflecting donations, gifts, grants or other transfers of money from any NRA Affiliated Entity to the WLF;

f. all Documents relating to any fundraising, financial, or relationship management analytics, modeling, or analysis provided by Raiser's Edge or any comparable fundraising or donor management software or services utilized by the NRA; and

g. all Documents concerning the determination of whether and how funds raised should be allocated to the NRA or any NRA Affiliated Entity.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 44:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 45:

All Documents relating to actions taken by the NRA as a result of any internal or external compliance testing. This request includes Documents relating to any findings, both positive and negative, of such testing and any information about corrective or remedial actions taken regarding those findings, such as warnings to or disciplinary action of NRA employees, changes in policies and procedures, or other measures.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 46:

Documents sufficient to identify the (1) purpose and amount of Your payments made directly or indirectly to the Washington Redskins, the Washington Times, Youth For Tomorrow, HomeTelos, Mark Dycio, TMA Direct, Braun Smith, Speedway Motor Sports, LLC, DI

Marketing, Veritas Management, SMISC Holdings, Inc., Windsor & Park Group, LLC, (2) the services rendered in connection to those payments, and (3) the NRA employees who negotiated and authorized those payments.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 47:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 48:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 49:

All documents relating to Your business dealings with travel service providers for services provided to any officer, director, Key Person, or family member of such Person. For this request, travel service provider means the entities listed in Schedule D and any other Person that provides

travel services, including, but not limited to, hotels, bus operators, tour companies, cruise lines, black-car service providers, commercial airlines, aviation-service companies, aircraft charter and independent operators, and travel consultants. This request includes all Communications between You and Gayle Stanford.

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 50:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 51:

All Documents relating to payment or reimbursement for:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 52:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 53:

To the extent not responsive to other requests herein, all Documents relating to contracts, agreements, negotiations, requests for proposals, reports, analyses, or evaluation of performance

or costs, amounts paid to, and the retention or hiring and termination or firing of the Entities identified in Schedule C.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 54:

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

RESPONSE:

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

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

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

REQUEST FOR PRODUCTION NO. 55:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 56:

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

a. all Documents relating to Your business dealings with the vendors listed in Schedule A including, but not limited to, any contracts or agreements (whether written or oral) and any Communications between You and the vendors concerning their retention, scope of services performed, and related payments;

b. all requests for proposals for the services provided by the vendors listed in Schedule A or for security services for Wayne LaPierre, any NRA officer, employee, director, or Key Person;

c. Documents sufficient to identify all vendors paid by the NRA in excess of \$10,000 in one calendar year for security services provided to Wayne LaPierre and any current or former NRA officer, director, or Key Person; and

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 57:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 58:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 59:

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

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 60:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 61:

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

RESPONSE:

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

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

REQUEST FOR PRODUCTION NO. 62:

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

RESPONSE:

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

Dated: New York, New York
July 15, 2021

Respectfully submitted,

By: /s/ Sarah B. Rogers

William A. Brewer III

wab@brewerattorneys.com

Sarah B. Rogers

sbr@brewerattorneys.com

BREWER, ATTORNEYS & COUNSELORS

750 Lexington Avenue, 14th Floor

New York, New York 10022

Telephone: (212) 489-1400

Facsimile: (212) 751-2849

**ATTORNEYS FOR DEFENDANT
THE NATIONAL RIFLE ASSOCIATION**

Exhibit J

From: [Serhiy Moshak](#)
To: [Connell, Monica](#); [Thompson, Stephen](#); [Conley, Jonathan](#)
Cc: [Mordecai Geisler](#); [David Partida](#); [wfleming@gagespencer.com](#); [kent@correllawgroup.com](#); [mwerbner@werbnerlaw.com](#); [mmacdougall@akingump.com](#); [tmdish@akingump.com](#); [hevans@akingump.com](#); [sfarber@winston.com](#); [Loegering, Becca](#)
Subject: People of the State of New York v National Rifle Association of America, et al., Index No. 451625/2020
Date: Saturday, December 18, 2021 2:37:49 PM
Attachments: [Outlook-BREWER-w-B.png](#)

Counsel:

In response to the New York Attorney General's requests for production, and subject to the objections and reservations of rights set forth in (i) the NRA's responses and objections, and (ii) subsequent correspondence between the parties, please see below a link to the NRA's production of records, Bates stamped NRA-NYAGCOMMDIV-00626123 - NRA-NYAG-COMMDIV-00692711.

The NRA makes these records available based upon the proposed confidentiality order agreed to by all parties, submitted on September 28, 2021 (NYSCEF No. 394) and the stipulation and order for the non-waiver and claw-back of documents and information produced agreed to by all parties and so ordered on November 24, 2021 (NYSCEF No. 461).

Link: <https://filecloud.brewerattorneys.com/Public/?folder=064580e4>

A password to access the link will follow this email.

Thank You,
Serge

Serhiy (Serge) Moshak | Associate
Brewer, Attorneys & Counselors
750 Lexington Avenue, 14th Floor
New York, New York 10022
Office: 212.224.6323
ssm@brewerattorneys.com | www.brewerattorneys.com



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