

of Noah B. Peters (NYSCEF 1111), which cited portions of depositions taken in this action.

5. This affirmation is submitted in support of the NRA's motion for a sealing order, pursuant to Section 216.1(a) of the Uniform Rules for Trial Courts and the Protective Order entered by the Court in this Action (the "Protective Order") (NYSCEF 869).
6. Under the Protective Order, under certain circumstances, a party may designate portions of a deposition transcript "Confidential."¹
7. Under the same order, where passages so designated are filed with the Court, within seven days of the filing, the designating party shall move for an order permitting her to redact them.²
8. In this action, pursuant to the Protective Order, the NRA designated "Confidential" select portions of certain depositions taken by the NYAG.
9. On January 23, 2023, the NRA appended sections of some such depositions to the above-referenced affirmation of Noah B. Peters.³ The NRA filed the affirmation

¹ NYSCEF 869, Paragraph 13.

² *Id.* Paragraph 14.

³ NYSCEF 1111.

and the deposition excerpts in further support of two separate motions the NRA previously filed with the Court.⁴

10. As indicated in the Appendix to the Memorandum of Law in support of the Motion, certain passages within the portions of depositions reveal the identity of potential whistleblowers or certain details of their reports. The NRA seeks to redact only the lines of the testimony that entail such information.
11. Some passages in the transcripts cited by the NRA reveal the terms of settlements that the parties to the settlements are contractually obligated to keep confidential.
12. Specifically, the first of the two agreements, marked “Strictly Confidential” on every page, states: “Nondisclosure of Settlement Terms. The Parties acknowledge and expressly agree to abide by the provisions of Rule 18 (‘Confidentiality’) of the 2018 CPR Non-Administered Arbitration Rules. They also acknowledge and agree that the terms of this Settlement Agreement and correspondence regarding this Settlement Agreement are and shall remain strictly confidential. Furthermore, the Parties agree not to disclose the terms of this Settlement Agreement except (i) to his/its attorneys, accountants, and analogous professionals on a confidential basis; (ii) as required to comply with tax, not for-profit, regulatory, or related disclosure or reporting requirements; (iii) as necessary to enforce the Settlement Agreement; and (iv) as required by law, pursuant to a valid subpoena, or other valid legal process. In the event either Party is required by applicable law, pursuant

⁴ NYSCEF 981 et seq.; NYSCEF 1030 et seq.

to a valid subpoena, or pursuant to other valid legal process to disclose any of the terms of this Settlement Agreement, it/he shall promptly notify the other Party in writing so that the other Party may seek a protective order or other appropriate remedy; moreover, each Party shall cooperate reasonably with the other Party to facilitate the other Party's efforts to prevent or limit disclosure or assert any applicable privileges, immunities or protections."

13. Similarly, the second agreement, entitled "Confidential Settlement Agreement," states: "Confidentiality. The Parties acknowledge and agree that this Agreement, its terms, and the negotiations leading hereto shall be deemed confidential and may not be disclosed beyond legal counsel and accountants, auditors, insurers or reinsurers, claims administrators, lenders, affiliates, parent companies, and directors, owners, officers, and/or employees of the Parties on a need-to-know basis, except as necessary for: (a) tax or audit purposes; (b) reinsurance; (c) to enforce the terms and conditions of this Agreement; (d) any financing entities; and (e) as otherwise required by law or regulation. Any Party served with a subpoena, discovery request, or other similar legal instrument that could lead to disclosure of the terms of this Agreement shall provide reasonable notice of same to the other Parties, which have the right to move to quash said subpoena or discovery request. In furtherance of this confidentiality agreement, the Parties shall not file this document in any proceeding, even any proceeding to enforce the terms herein, without first seeking leave of Court to do so under seal or with full consent of the other Parties hereto. The Parties agree that for any claims brought pursuant to this paragraph, damages are presumed. Subject to the above, the Parties agree that the

only written statement, oral statement or media statements to be issued by the Parties shall be that: '[Party A] and [Party B] have resolved their disputes. Therefore, all litigation matters between them are concluded.' No other statements shall be made by the Parties concerning the [subject matter of the agreement].'"

14. The settlement agreements are not at issue in the Motion.
15. In producing such agreements in this action, the NRA designated the documents "Confidential" under the Protective Order or otherwise ensured that any nonparties producing such agreements to the NYAG and others in this action do so.
16. Attached hereto are true and correct copies of the passages of the following deposition transcripts cited in the above-referenced affirmation of Noah B. Peters:
 - a. Passages of transcript of deposition of the NRA's corporate representative – Day 1 (Exhibit A);
 - b. Passages of transcript of deposition of the NRA's corporate representative – Day 2 (Exhibit B);
 - c. Passages of transcript of deposition of the NRA's corporate representative – Day 3 (Exhibit C);
 - d. Passages of transcript of deposition of Sonya Rowling (Exhibit E; Exhibit **ER**);
 - e. Passages of transcript of deposition of Charles Cotton (Exhibit F);

- f. Passages of transcript of deposition of David Coy (Exhibit G);
- g. Passages of transcript of Day 1 of deposition of Wayne LaPierre (Exhibit H);
- h. Passages of transcript of Day 2 of deposition Wayne LaPierre (Exhibit I;
Exhibit **IR**);
- i. Passages of transcript of deposition of John Frazer (Exhibit L; Exhibit **LR**);
- j. Passages of transcript of deposition of Willes Lee (Exhibit M).

Dated: January 30, 2023
New York, NY

Respectfully submitted,

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CERTIFICATION OF COMPLIANCE WITH WORD COUNT REQUIREMENT

I certify that the foregoing affirmation complies with the applicable word count limit. Specifically, the memorandum of law contains fewer than 7,000 words.

In preparing this certification, I relied on the word count function of the word-processing system used to prepare this memorandum of law.

By: Svetlana M. Eisenberg
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**COUNSEL FOR THE
NATIONAL RIFLE ASSOCIATION
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