

# Exhibit 6

ENTERED

## NRA Personnel Authorization Change Form

JUL 20 2016

Initial: ATB

TO: EXECUTIVE OFFICES

DATE: 07/13/16

FROM: Human Resources

at the Request of:

Wayne LaPierre

A request is hereby made concerning the following employee:

Name: Joshua PowellLocation: OHQ HQID# 5033

## ORGANIZATIONAL TRANSFER

FROM:

TO:

TITLE: \_\_\_\_\_

DIVISION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

SAL. ACT. 5000-10200Effective Date  
06/07/16

	Present	Recommended	Difference
Salary	<u>\$250,000.00</u>	<u>\$500,000.00</u> <u>254.41%</u> <u>100.00%</u>	<u>\$250,000.00</u>

Bonus \_\_\_\_\_

Method: Gross

Charge to: \_\_\_\_\_

Reason	<u>Salary adjustment</u>	Status	<u>Ex</u>	EEO	<u>1</u>	Supv.	<u>W. La Pierre</u>
Time Pro Security Level: (Circle one only if changed) _____							
Employee _____ Manager _____ Time Keeper _____							

Reviewed: [Signature]

Human Resources

Date: 7/13/2016

Approved: \_\_\_\_\_

Division Contact

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Director/Officer

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

See attached

EVP

Date: \_\_\_\_\_

PROCESS RETRO W/EXPRESS CHECK

W

# Exhibit 7

**NRA Personnel Authorization Change Form**

TO: EXECUTIVE OFFICES

DATE: 06/29/17

FROM: Human Resources  
at the Request of:

Wayne LaPierre

A request is hereby made concerning the following employee:

Name: Joshua Powell

Location: OHQ HQ

ID# 5033

**ORGANIZATIONAL TRANSFER**

FROM:

TO:

TITLE: \_\_\_\_\_

DIVISION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

SAL. ACT. 5000-10200 \_\_\_\_\_

Effective Date  
07/10/17

	Present	Recommended	Difference
Salary	\$500,000.00	\$650,000.00 <del>333,333</del> 30.00%	\$150,000.00

Bonus	_____	Method: Gross
		Charge to: _____

Reason	Salary adjustment	Status	Ex	EEO	1	Supv.	W. La Pierre
Time Pro Security Level:	(Circle one only if changed)	Employee	Manager	Time Keeper			

Reviewed:   
Human Resources

Date: 6/29/2017

Approved: \_\_\_\_\_  
Division Contact

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Director/Officer

Date: \_\_\_\_\_

Approved: See attached  
EVP

Date: \_\_\_\_\_

W



# Exhibit 8

**NRA Personnel Authorization Change Form****TO: EXECUTIVE OFFICES****DATE:** 03/20/18**FROM: Human Resources**  
**at the Request of:**Wayne LaPierre

A request is hereby made concerning the following employee:

**Name:** Joshua Powell**Location:** OHQ HQ**ID#** 5033**ORGANIZATIONAL TRANSFER****FROM:****TO:****TITLE:** \_\_\_\_\_

\_\_\_\_\_

**DIVISION:** \_\_\_\_\_

\_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

\_\_\_\_\_

**SAL. ACT.** 5000-10200

\_\_\_\_\_

**Effective Date**01/01/18

	<b>Present</b>	<b>Recommended</b>	<b>Difference</b>
<b>Salary</b>	<u>\$650,000.00</u>	<u>\$800,000.00</u> <u>10.25%</u> <u>23.08%</u>	<u>\$150,000.00</u>

**Bonus****Method:** Gross**Charge to:** \_\_\_\_\_

<b>Reason</b>	<u>Salary adjustment</u>	<b>Status</b>	<u>Ex</u>	<b>EEO</b>	<u>1</u>	<b>Supv.</b>	<u>W. La Pierre</u>
<b>Time Pro Security Level:</b>	<b>(Circle one only if changed)</b>			<b>Employee</b>	<b>Manager</b>	<b>Time Keeper</b>	

**Reviewed:** [Signature]  
Human Resources**Date:** 3/20/2018**Approved:** \_\_\_\_\_  
Division Contact**Date:** \_\_\_\_\_**Approved:** \_\_\_\_\_  
Director/Officer**Date:** \_\_\_\_\_**Approved:** See attached  
EVP**Date:** \_\_\_\_\_

W

# Exhibit 9

**NRA Personnel Authorization Change Form**

TO: EXECUTIVE OFFICES

DATE: 11/08/17

FROM: Human Resources  
at the Request of:

Wayne LaPierre

A request is hereby made concerning the following employee:

Name: Joshua Powell

Location: OHQ

HQ

ID#

5033

**ORGANIZATIONAL TRANSFER**

FROM:

TO:

TITLE:

DIVISION:

DEPARTMENT:

SAL. ACT. 5000-10200

Effective Date  
11/08/17

Present

Recommended

Difference

Salary

#DIV01

\$0.00

Bonus

\$50,000.00

Method: Gross

Charge to: 5010-10200

Reason

Status Ex

EEO

1

Supv.

W. La Pierre

Time Pro Security Level:

(Circle one only if changed)

Employee

Manager

Time Keeper

Reviewed:

Human Resources

Date:

11/8/2017

Approved:

Division Contact

Date:

Approved:

Director/Officer

Date:

Approved:

See attached  
EVP

Date:

WJ

# Exhibit 10

**Crouch, Linda**

---

**From:** Phillips, Wilson  
**Sent:** Wednesday, July 13, 2016 3:44 PM  
**To:** Crouch, Linda  
**Subject:** RE: Josh Powell

You are correct about the date. Sorry. Yes to the exception, and I will be more cognizant of calendar quarters in the future.

**From:** Crouch, Linda  
**Sent:** Wednesday, July 13, 2016 3:04 PM  
**To:** Phillips, Wilson <WPhillips@nrahq.org>  
**Subject:** RE: Josh Powell

His start date was June 7.....

Do we need to make a retro exception for him? I suspect yes, but let me know please.

Thanks!  
Linda

**From:** Phillips, Wilson  
**Sent:** Wednesday, July 13, 2016 2:17 PM  
**To:** Crouch, Linda <LCrouch@nrahq.org>  
**Subject:** Josh Powell

Linda, please increase Josh Powell's base pay to \$500,000 effective on his start date, which I believe was July 2, 2016. If we can pay the retroactive part in a separate check earlier, that would be great.

Thanks

Woody

# Exhibit 11

**Crouch, Linda**

---

**From:** Phillips, Wilson  
**Sent:** Thursday, June 29, 2017 11:10 AM  
**To:** Crouch, Linda  
**Subject:** Re: Josh paperwork?

Linda, Based on my discussions with Wayne, please increase Josh Powell's base pay to \$650,000 as of the first pay period to be paid in the third quarter of 2017. Feel free to call if you have any questions.

woody

*eff. 7/10/17*

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**From:** Crouch, Linda  
**Sent:** Wednesday, June 28, 2017 10:56 AM  
**To:** Phillips, Wilson  
**Subject:** Josh paperwork?

Woody – you were going to send me an email about the change for Josh. And I also need to know what you recommend for timing of the Advancement bonuses totaling \$215k – Tyler said to ask you.

Thanks! Linda



# Exhibit 12

**Crouch, Linda**

---

**From:** Phillips, Wilson  
**Sent:** Wednesday, November 08, 2017 10:02 AM  
**To:** Crouch, Linda  
**Subject:** RE: numbers

**Sensitivity:** Confidential

JP - \$50,000

**From:** Crouch, Linda  
**Sent:** Wednesday, November 08, 2017 9:45 AM  
**To:** Phillips, Wilson <WPhillips@nrahq.org>  
**Subject:** numbers  
**Importance:** High  
**Sensitivity:** Confidential

JP – last increase 150 on 7/10/17

Thanks!  
LC

*Linda S. Crouch, MEd, MA, MS  
Executive Director, Human Resources  
National Rifle Association  
11250 Waples Mill Road  
Fairfax, VA 22030  
Direct dial: 703.267.1264  
Fax: 703.267.3938*

# Exhibit 13

**Crouch, Linda**

---

**From:** Phillips, Wilson  
**Sent:** Tuesday, March 20, 2018 12:56 PM  
**To:** Crouch, Linda  
**Subject:** Josh Powell

Linda, please increase Josh Powell's annual pay to \$800,000, effective January 1, 2018.

I have a new contract with him to put in his file, when Wayne and he have signed it.

Thanks

Woody

Sent from my iPhone

# Exhibit 14















































































































































































































































































# Exhibit 15

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE: )  
)  
)  
NATIONAL RIFLE ) Case No.  
ASSOCIATION OF AMERICA ) 21-30085-hdh-11  
AND SEA GIRT, LLC, )  
)  
Debtors. )

\*\*\*\*\*

REMOTE ORAL AND VIDEOTAPED DEPOSITION OF  
WAYNE LAPIERRE  
VOLUME 1  
IN HIS INDIVIDUAL CAPACITY AND  
AS CORPORATE REPRESENTATIVE OF  
THE NATIONAL RIFLE ASSOCIATION OF AMERICA  
MARCH 22, 2021

CONFIDENTIAL PURSUANT TO PROPOSED PROTECTIVE ORDER

\*\*\*\*\*

1                   Go ahead and answer, if you can. If you need  
2                   the time to go through --

3                   A.     Section L --

4                   Q.     (BY MR. SHEEHAN) Schedule L, part V, lists  
5                   out one, two, three, four, five, six, seven, eight,  
6                   nine, ten people. Do you know how the NRA selected  
7                   their particular excess reimbursements for review?

8                   MR. GARMAN: So just for clarity, here is  
9                   schedule L. We're on a screen that can only show part  
10                  of it. Schedule L has a list of names on the left-hand  
11                  side. I believe he is referring to the identity of the  
12                  names that fall in this first column on the left.

13                  A.     I don't know how they were selected.

14                  Q.     (BY MR. SHEEHAN) Okay. But if we look  
15                  through this, the NRA has a dispute with Joshua Powell.  
16                  Isn't that correct, at the current time?

17                  MR. GARMAN: Your Honor -- I'm sorry.  
18                  Counsel, are you referring to -- it's on video -- bad  
19                  habit. Are you referring to a particular portion of the  
20                  document right now.

21                  MR. SHEEHAN: No. I'm asking him more  
22                  generally.

23                  Q.     (BY MR. SHEEHAN) Does the NRA currently have  
24                  a dispute with Mr. Josh Powell about excess benefit  
25                  transactions?



1           A.     I know that -- you would really need to ask  
2     the attorneys on that. I know that Josh Powell has paid  
3     back -- has written a check to the NRA for a substantial  
4     amount. I don't know what the outstanding legal issues  
5     are with Josh Powell that the NRA has.

6           Q.     Okay. So if I look at Mr. Wilson Phillips, do  
7     you know why there was no review of his credit card  
8     charges for purposes of preparing schedule L?

9                     MR. GARMAN: Objection to the form of the  
10    question.

11          A.     I have no idea.

12          Q.     (BY MR. SHEEHAN) Okay. With respect to  
13    Oliver North, do you know why his payments were selected  
14    for review?

15          A.     I don't.

16          Q.     With respect to board member travel, do you  
17    know why -- which board members were selected for  
18    review?

19          A.     I don't. I didn't do the selection. I don't  
20    know.

21          Q.     Who did the selection?

22                     MR. CORRELL: Objection to the extent  
23    that it calls for him to reveal any attorney/client  
24    communication. This is Mr. Correll.

25          A.     I don't know the answer to that.

# Exhibit 16

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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE: )  
 ) Case No.  
NATIONAL RIFLE ASSOCIATION ) 21-30085-hdh-11  
OF AMERICA AND SEA GIRT, LLC)  
 ) Chapter 11  
Debtors. )

\*\*\*\*\*

VIDEOTAPED ORAL DEPOSITION OF  
NATIONAL RIFLE ASSOCIATION OF AMERICA  
BY AND THROUGH ITS CORPORATE REPRESENTATIVE  
JOHN FRAZER  
MARCH 15, 2021  
VOLUME 1  
CONFIDENTIAL PURSUANT TO PROPOSED PROTECTIVE ORDER  
(Reported Remotely)

\*\*\*\*\*

1 Mr. Powell, correct? 09:21:32

2 A. Yes. 09:21:33

3 Q. And did Mr. Powell contest any 09:21:36

4 expenditures that were listed on the spreadsheet? 09:21:38

5 A. He did. 09:21:40

6 Q. All right. And did you-all come to a 09:21:41

7 determination of which expenses were proper and 09:21:44

8 which ones were improper? 09:21:47

9 A. Well, the NRA and Mr. Powell came to 09:21:49

10 different determinations of which expenses were 09:21:52

11 proper and improper, which is why he -- he short 09:21:55

12 paid the demand. 09:21:59

13 Q. Were there any expenses which were 09:22:02

14 considered to be included in the excess benefit 09:22:04

15 transactions but not included? 09:22:06

16 MR. CICILIANO (VIA ZOOM): Objection; 09:22:10

17 vague, form. 09:22:13

18 A. Yes, there were. 09:22:16

19 Q. And what were those expenses? 09:22:17

20 A. I think it include -- well, there were -- 09:22:22

21 there were a few. There were his -- there were 09:22:25

22 his -- his cellular phone charges where we demanded 09:22:33

23 information about -- you know, more detailed 09:22:37

24 information about his cellular billing. I don't 09:22:40

25 think we demanded repayment of those, but we also 09:22:43

1 couldn't get enough information to determine that 09:22:46

2 they were necessarily improper. 09:22:49

3 And I think we -- I think there was some 09:22:50

4 unclarity about the terms of his -- some of his 09:22:53

5 housing and relocation expenses and whether they 09:22:59

6 properly should have been covered or not. 09:23:02

7 So I think we left -- I think we left some 09:23:04

8 things out where we were uncertain about -- 09:23:06

9 uncertain about the justice of the demand. 09:23:09

10 Q. The justice -- you had concerns about the 09:23:13

11 justice of the demand. 09:23:16

12 What does -- and what does that mean? 09:23:18

13 A. Just whether the -- whether the evidence 09:23:19

14 was strong enough that the expenditures were 09:23:20

15 improper. 09:23:23

16 Q. Okay. So who participated in that 09:23:23

17 negotiation with Mr. Powell about the justice of the 09:23:26

18 particular claims? 09:23:31

19 A. Well -- well, just to be clear, there were 09:23:33

20 a couple of -- there were -- there were multiple 09:23:35

21 discussions with Mr. Powell's -- who was represented 09:23:38

22 by counsel through -- throughout. There were 09:23:43

23 multiple discussions with counsel. But the 09:23:45

24 discussions were by me and Ms. Rogers. 09:23:46

25 Q. Did the NRA list on its bankruptcy 09:23:52

# Exhibit 17







# Exhibit 18





# Exhibit 19

Page 1

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

Index No. 451625

-----x

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.

-----x

May 5, 2022

9:04 a.m.

REMOTE VIDEOTAPED DEPOSITION of LISA  
SUPERNAUGH, before Anthony Giarro, a  
Registered Professional Reporter, a  
Certified Realtime Reporter and a Notary  
Public of the State of New York.

Page 199

1 LISA SUPERNAUGH

2 maintain copies of these invoices?

3 A It was.

4 Q Where did you maintain  
5 copies of these invoices?

6 A My file draw in my office.

7 Q Did you maintain physical  
8 copies?

9 A I did.

10 Q Did you also maintain  
11 electronic copies?

12 A I do.

13 Q And how do you maintain  
14 those electronic copies?

15 A The electronic copies for  
16 Ms. Stanford was in a file that would  
17 either be listed as GS2, II, IS or  
18 executive travel.

19 Q And did you keep these  
20 invoices in the ordinary course of  
21 business?

22 A Yes.

23 Q What did the invoices that  
24 Ms. Stanford sent you look like?

25 MS. ROGERS: Objection.

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1 LISA SUPERNAUGH

2 identification, as of this date.)

3 Q Exhibit 27 is a document  
4 bearing Bates No.  
5 NRA-NYAGCOMMDIV-00333592.

6 Do you recognize this  
7 document?

8 A I do.

9 Q And what do you recognize it  
10 to be?

11 A A cover letter to  
12 Mr. Powell, our chief of staff.

13 Q Whose letter to Mr. Powell?

14 A My letter to Mr. Powell, a  
15 cover letter to Mr. Powell.

16 Q And do you recall why you  
17 drafted this cover letter?

18 A Mr. Powell asked me to pull  
19 some documentation together for him. And  
20 I just did a cover letter for it and  
21 signed it.

22 Q And the cover letter says  
23 that attached, you will find a page of  
24 bullet points referencing the items in  
25 the attached in detail. Do you see that?

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1 LISA SUPERNAUGH

2 because I don't know -- this was all my  
3 belief. This was not fact that I know  
4 anything else about. This was just my  
5 thought process that I was asked to  
6 provide.

7 Q So after you provided this  
8 to Mr. Powell and without revealing any  
9 conversations with counsel, did you ever  
10 come to learn whether these expenses were  
11 related to Ms. Hollow's son's wedding?

12 MS. ROGERS: Objection.

13 A I have not.

14 Q Is it still your belief,  
15 though, that these expenses were related  
16 to Ms. Hallow's son's wedding?

17 MS. ROGERS: Asked and  
18 answered.

19 MR. CORRELL: Objection.

20 A Again, I'll keep with the  
21 documentation that I had, seems rather  
22 coincidental.

23 Q So other than conversations  
24 with counsel, have you ever been told  
25 that your belief about this was wrong?



1 LISA SUPERNAUGH

2 MR. CORRELL: Objection.

3 A I have not been told  
4 anything about this since this synopsis  
5 that I gave to Mr. Powell.

6 Q I'd like to talk now a bit  
7 about Mr. Powell.

8 During the time that  
9 Mr. Powell was working at the NRA, did  
10 you ever work directly for him?

11 A My time was split between  
12 him and Mr. Phillips. But, yes, I did  
13 work directly for him.

14 Q And what was your role  
15 vis-a-vis Mr. Powell?

16 A I was to help when he first  
17 came in, onboard him with the nuances of  
18 the building, scheduling, that kind of  
19 thing, just to help him get acclimated.

20 Q How long did you work for  
21 Mr. Powell?

22 A Three years.

23 Q And during that time, were  
24 you ever responsible for processing  
25 expense reimbursements for Mr. Powell?

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1 LISA SUPERNAUGH

2 receipts. I would collect those, retain  
3 them and put them together for  
4 reconciliation.

5 Q During that time, were there  
6 ever occasions when Mr. Powell submitted  
7 personal expenses to the NRA for  
8 reimbursement?

9 MS. ROGERS: Objection.

10 A For personal expenses, on  
11 his expense report or on his American  
12 Express bill?

13 Q Let's start with his expense  
14 report.

15 A For his expense report, I  
16 don't recall any, no.

17 Q What about his American  
18 Express?

19 A His American Express had  
20 some personal expenses on it, yes.

21 Q What sort of personal  
22 expenses?

23 A There would be possibly  
24 things that had been purchased that he  
25 used the wrong card for clothing, for

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1 LISA SUPERNAUGH

2 hunt or something like that. And he  
3 would reimburse for that; movies on hotel  
4 bills, things like that.

5 Q What did you do in those  
6 instances?

7 A We would discuss it, that I  
8 would let him know that this looks like a  
9 personal charge. And he would be  
10 accommodating and reimburse that.

11 Q And did he always reimburse  
12 those?

13 A As of right now, I believe  
14 he was current with all his  
15 reimbursements, yes.

16 Q And did you have any role in  
17 Mr. Powell's travel for the NRA?

18 A I did.

19 Q And what was your role?

20 A There would be -- on  
21 occasion, Mr. Powell would ask me to make  
22 some travel arrangements for him. But he  
23 was very self-sufficient and did that all  
24 on his own mostly.

25 Q On the occasions where you

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1 LISA SUPERNAUGH

2 Q Was it your understanding  
3 that Mr. Spray was upset about the  
4 arrangement under which the NRA paid for  
5 Mr. Powell's rent?

6 MR. CORRELL: Objection.

7 A Based on this e-mail, it  
8 seems like that would be a possibility,  
9 yes.

10 Q Do you know why he was  
11 upset?

12 MR. CORRELL: Objection.

13 MS. ROGERS: Objection.

14 MR. FLEMING: Objection.

15 A I don't.

16 Q Were you ever involved in  
17 processing invoices from Ackerman  
18 McQueen?

19 A I was.

20 Q When was that?

21 A That was back when I was  
22 executive assistant for Mr. Phillips.

23 Q And for how long were you  
24 responsible for processing Ackerman  
25 McQueen invoices?

Page 312

1 LISA SUPERNAUGH

2 A I don't recall. It would  
3 have been when our office assistant  
4 switched over to Mr. Reno. He was very  
5 capable and accurate in his work. So we  
6 put that task over to him.

7 Q More recently, have you ever  
8 been involved in processing invoices for  
9 Ackerman?

10 A Process would not be the  
11 word that I would use. Verification of  
12 backup and business purpose, that sort of  
13 thing.

14 Q And when was that?

15 A That probably started 2017.

16 Q And who asked you to do  
17 that?

18 A Mr. Spray asked me to become  
19 involved in that again as a liaison with  
20 Ackerman McQueen and when the billing  
21 came over to check in with those parties  
22 and make sure that we have backup for the  
23 charges and what the business purpose  
24 would have been.

25 Q Why did he ask you to take

Page 317

1 LISA SUPERNAUGH

2 be received. It was up to Mr. Tedrick to  
3 review and determine if goods and  
4 services had been received. I was just  
5 putting the appropriate coding on it,  
6 doing the administrative work. He was  
7 doing the actual review of the invoice  
8 with Mr. Phillips.

9 Q And why was that your  
10 assumption?

11 A If it's on the budget and it  
12 was a monthly type fee, say for magazine  
13 processing and that sort of thing, and  
14 the magazine I had seen come out, I  
15 assumed that the goods and services had  
16 been received.

17 Q When did Woody Phillips  
18 explain to you what the out-of-pocket  
19 expenses were?

20 A When I was an executive  
21 assistant many years ago and asked, what  
22 does this mean, what is out-of-pocket.

23 Q What do you remember about  
24 that conversation?

25 A Again, it was what I call

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1 LISA SUPERNAUGH

2 incidentals, things that they needed for  
3 projects, that sort of thing, possibly  
4 special projects that maybe Mr. Makris  
5 was working on or Mr. Tavangar or someone  
6 else. It could be anything from travel  
7 lunches, travel meals to a lunch with Mr.  
8 LaPierre that they sent through. It was  
9 a wide range of things. And, again, I  
10 never saw what out-of-pocket expenses  
11 truly were, actual, until I started doing  
12 verification.

13 Q And when you started doing  
14 verification, what did you learn about  
15 what out-of-pocket expenses truly were?

16 A It was very similar to what  
17 Mr. Phillips had told me, some additional  
18 things, maybe some car service, Ubers;  
19 again, Starbucks, things like that, when  
20 they were traveling for us, when they  
21 were on business for NRA.

22 Q And I think we can break in  
23 just one moment. But before we do, I  
24 just want to clarify.

25 When did Mr. Spray start at

Page 377

1 LISA SUPERNAUGH

2 in the treasurer's office. So I don't  
3 know the time frame.

4 Q Why did those invoices start  
5 coming to you in the treasurer's office?

6 A Because as I mentioned, I  
7 believe Mr. Phillips facilitated the  
8 contract.

9 Q Are you familiar with an  
10 individual named Colleen Gallagher?

11 A I am.

12 Q When did you become aware  
13 of -- who is Colleen Gallagher?

14 A Mr. Powell's spouse.

15 Q And when did you become  
16 aware that Ms. Gallagher was Mr. Powell's  
17 spouse?

18 A When he introduced her to me  
19 as such.

20 Q And were you aware that  
21 Ms. Gallagher worked at McKenna during  
22 the time that McKenna & Associates was  
23 providing services to the NRA?

24 A I became aware of it.

25 Q How did you become aware of



Page 401

1 LISA SUPERNAUGH

2 didn't have any complaints about his  
3 behavior?

4 MS. JAMES: Objection.

5 A I did not make any  
6 complaints about his behavior, no.

7 Q Were you aware of any  
8 financial misconduct on Mr. Powell's part  
9 during that time?

10 MS. JAMES: Objection.

11 MS. ROGERS: Objection.

12 A There were some purchases  
13 that were questionable.

14 Q And did you raise those with  
15 Mr. Powell?

16 A I did.

17 Q And what did he do?

18 A He gave me an answer.

19 Q And would he reimburse -- I  
20 believe you testified earlier he would  
21 reimburse any expenses that you had  
22 flagged for him that were personal  
23 expenses; correct?

24 A He reimbursed expenses that  
25 would be personal that would be a mistake

Page 402

1 LISA SUPERNAUGH

2 that was on his card, and that sort of  
3 thing. But there were some other  
4 purchases that were questionable.

5 Q Did you raise it with  
6 anyone?

7 A I raised it with him.

8 Q Anyone else?

9 A Not with anyone else. But  
10 the question was raised to me after  
11 submission by financial services.

12 Q And can you give an example?

13 A The purchase of a Mac  
14 computer.

15 Q And when was that?

16 A I don't recall the date.

17 Q And do you know what  
18 financial services said?

19 A Financial services wanted to  
20 know why he was buying a computer for  
21 himself on his corporate American Express  
22 card and not going through procedure with  
23 information services.

24 Q And did they -- did  
25 Mr. Powell -- sorry.

Page 406

1 LISA SUPERNAUGH

2 Q So Mr. Phillips approved the  
3 McKenna invoices?

4 A Mr. Phillips, just as with  
5 the other invoices, yes, would review it  
6 and be the approver of those invoices,  
7 yes.

8 Q And would you provide the  
9 invoices to Mr. Powell before giving them  
10 to Mr. Phillips?

11 A No.

12 Q What role did Mr. Powell  
13 have in the processing of the McKenna  
14 invoices, if any?

15 A He had no role in processing  
16 the McKenna invoices, to my knowledge.

17 Q And you testified earlier  
18 that Ms. Gallagher was Mr. Powell's  
19 spouse; correct?

20 A That is how she was  
21 introduced to me, yes.

22 Q Do you recall when you first  
23 learned that Ms. Gallagher was  
24 Mr. Powell's spouse?

25 A I'm sorry. You broke up.

Page 412

1 LISA SUPERNAUGH

2 This went into executive session. I  
3 would have been removed.

4 Q But you received this  
5 report; correct?

6 A That report was received,  
7 yes.

8 Q Any reason to doubt that  
9 this is what happened at the meeting?

10 MS. ROGERS: Objection.

11 A The opinion is, no, there's  
12 no reason to doubt that. It's in the  
13 minutes of the meeting.

14 Q And what was your -- I would  
15 like to now ask you a few questions about  
16 expenses.

17 What was your understanding  
18 of the types of expenses of Mr. Powell's  
19 that were reimbursable under his  
20 employment contract?

21 MS. ROGERS: Objection.

22 A I did not see his employment  
23 contract. I was told what he had -- had  
24 been relayed to him that was  
25 reimbursable.

Page 413

1 LISA SUPERNAUGH

2 Q And what were you told?

3 A His housing, normal  
4 reimbursement such as mileage, that sort  
5 of thing, his cell phone, relocation  
6 expenses.

7 Q And you testified earlier  
8 about your role in processing expenses.

9 Do you recall questions  
10 about the payment of Mr. Powell's rent?

11 A I did, yes.

12 Q And you testified that you  
13 handled Mr. Powell's housing expenses;  
14 correct?

15 A I handled Mr. Powell's --  
16 the processing of his rent invoice, yes.

17 Q And what was your  
18 understanding of why the NRA was covering  
19 these expenses for Mr. Powell?

20 MS. ROGERS: Objection.

21 A He explained to me that was  
22 part of his contract. I did not see his  
23 exact contract referencing that or the  
24 period of time that it was allowable. So  
25 I was on his word.

Page 414

1 LISA SUPERNAUGH

2 Q Do you recall that  
3 Mr. Powell was living in Michigan?

4 A Did I recall he was living  
5 in Michigan?

6 Q Correct.

7 A I know he had a home in  
8 Michigan, yes.

9 Q And he was traveling to  
10 Virginia to work for the NRA?

11 A He was. He was a transient  
12 employee, yes.

13 Q And would that be why the  
14 NRA would be covering his housing?

15 MS. ROGERS: Objection.

16 A He explained to me that was  
17 part of his contract, that they would be  
18 covering his housing.

19 Q And Mr. Powell's not the  
20 only executive with a special  
21 arrangement; correct?

22 MS. ROGERS: Objection.

23 A That is my understanding,  
24 yes.

25 Q Did you ever pass through

Page 415

1 LISA SUPERNAUGH

2 the reimbursement of any expenses you did  
3 not think Mr. Powell was entitled to  
4 reimbursement for?

5 MS. ROGERS: Objection.

6 A I sent through the American  
7 Express bill, that I believe the computer  
8 should not have been on that bill.

9 Q Any others?

10 A Not that I could think of at  
11 this time.

12 Q Is it fair to say Mr. Powell  
13 was relying on you to review his expenses  
14 before passing them along?

15 A I'm sorry. Say that again?

16 MS. ROGERS: Objection.

17 Q Is it fair to say Mr. Powell  
18 was relying on you to review his expenses  
19 before passing them along?

20 MS. ROGERS: Objection.

21 A I would -- no. That is not  
22 fair to say. He was relying on me to do  
23 the administrative work of it to put it  
24 together.

25 Q And you would review his

Page 418

1 LISA SUPERNAUGH

2 Q And what does reasonable and  
3 customary mean?

4 MS. ROGERS: Objection.

5 A In my opinion, reasonable  
6 and customary would be depending on the  
7 geographic area that you're in because  
8 certainly, a hotel in New York City is  
9 not going to be equivalent to the cost of  
10 a hotel in Indianapolis.

11 Q And who would determine if  
12 the expense was reasonable?

13 A That would be up to  
14 financial services and the CFO for  
15 Mr. Powell's expense report to question  
16 whether it was reasonable or not.

17 Q And I'm almost done.  
18 What did you look for --  
19 sorry.

20 To what extent -- sorry.

21 A That's okay.

22 Q You testified earlier that  
23 when you raised an issue with an expense,  
24 Mr. Powell was accommodating and would  
25 reimburse it; correct?



Page 419

1 LISA SUPERNAUGH

2 A Yes. Things like mistakes  
3 of items. For an example, there was a  
4 flight that was purchased on the card to  
5 I believe Europe, somewhere in Europe for  
6 an event he was attending, movies that  
7 would have been on hotel bills, that sort  
8 of thing, yes.

9 Q And he would reimburse those  
10 expenses?

11 A He would, yes.

12 MS. BLOCK: No further  
13 questions. Thank you.

14 MS. ROGERS: NRA has a few  
15 if nobody else has any.

16 EXAMINATION BY

17 MS. ROGERS:

18 Q We're almost done. I just  
19 want to revisit and give you a chance to  
20 clarify a few things, if you would like.

21 A Okay.

22 Q Ms. Supernaugh, you  
23 testified earlier with the AG that you  
24 used the application WhatsApp to  
25 communicate with Mr. Powell. You recall

# Exhibit 20









# Exhibit 21





























































# Exhibit 22







# Exhibit 23





















# Exhibit 24





























# Exhibit 25





# Exhibit 26











# Exhibit 27



































































































































































































































































































































































































































































































































































































































































































# Exhibit 28



# Exhibit 29



# Exhibit 30

**To:** Tahmassebi, Stefan; Andrew McKenna; Blaz, Michael; Frazer, John; Colleen Gallagher  
**Cc:** Steve Hart; Merchant, Toby D.; Harbaugh, David L.; Reid, Alexander L.  
**From:** Seth Downing  
**Sent:** 2018-08-13T16:43:23Z  
**Importance:** Normal  
**Subject:** RE: Contracting for Independent Advisor  
**Received:** 2018-08-13T16:45:02Z

# Exhibit 31







# Exhibit 32

Name:

Joshua Powell

## National Rifle Association Financial Disclosure Questionnaire 2018

## Instructions

Unless a question states otherwise (e.g., "Have you ever ..."), you only need to answer with respect to calendar year 2017.

For purposes of all questions:

- "Entity" means any company, corporation, association, partnership, or sole proprietorship, whether for-profit or non-profit. It specifically includes any professional fundraising firm.
- "NRA Entity" means The NRA Foundation, NRA Civil Rights Defense Fund, NRA Freedom Action Foundation, or NRA Special Contribution Fund d/b/a NRA Whittington Center).
- "Relative" means a spouse, brother or sister (whether whole or half blood), child (whether natural or adopted), grandchild, great-grandchild, or domestic partner, as well as spouses or domestic partners of brothers, sisters, children, grandchildren, and great-children.

If you answer "yes" to any question in this section, please attach details on a separate page, including the nature of the relationship or transaction, the names of persons or entities involved, and the time periods and dollar amounts involved. We will contact you if we need any further information, or if your answers may affect your service as an officer, director, or employee in any way. We will disclose only the minimum information required by law or by the NRA Bylaws.

See attachment A.

## Transactions with NRA Entities and Conflicts of Interest

1. Do you or any relative expect to receive, or have you or any relative received in the last three years, any compensation from the NRA or any NRA Entity?

- Examples would include consulting, legal, or performance fees, or payment for providing any other goods or services to the NRA.
- This does not include reimbursement of expenses incurred in the course of your duties as an officer or director. It also does not include salaries of officers or former employees.

☒

Yes. Please provide details.

☐

No.

2. Do you or any relative do business with the NRA that was not reported in question 1, or do you or any relative have any relationship with, or financial interest in, any non-NRA entity (whether for-profit or not-for-profit) (e.g., as an owner, officer, director, employee, etc.) that does business with, or receives funds from, the NRA or any NRA Entity?

- Examples would include consulting, legal, or performance fees, or payment for providing any other goods or services to the NRA, if the funds were paid to a business or organization rather than to you personally.
- This would also include transactions in which a non-NRA entity pays the NRA for goods or services. Examples include placement of advertising in NRA magazines or on NRA websites, or leasing exhibit space at the NRA Annual Meetings and Exhibits.
- Dues and contributions paid to the NRA also should not be reported.

☒ Yes. Please provide details.

☐ No.

3. Do you or any relative have any management, ownership, employment or financial relationship with any non-NRA entity that has (or is seeking to have) a business relationship with or receive funds from the NRA or any NRA Entity?

- Examples would include being an owner, officer, director, employee, contractor, or subcontractor of a company that provides (or is seeking to provide) goods or services to the NRA, or an officer or director of a club or association that has applied for or received a grant from the NRA Foundation or NRA Civil Rights Defense Fund.
- This does not include merely being a member of an organization that seeks NRA funding, or other minor relationships that couldn't reasonably lead to any conflict of interest (such as owning a few shares of stock in a company that may do business with the NRA).

☒ Yes. Please provide details.

☐ No.

4. Have you or any relative received, or do you or any relative expect to receive, any gift, gratuity, personal favor, or entertainment with either a retail price or fair market value in excess of \$250 from any person or entity that has or is seeking to have a business relationship with, or receive funds from, NRA or any NRA Entity?

- Please do not include transactions that occur in the ordinary course of business on the same terms as are generally offered to the public, including standard industry and professional discounts.

☐ Yes. Please provide details.

☒ No.

\_\_\_\_ Yes. Please provide details, including the court or other forum, case number, title and date of the action, and whether any injunction, judgment, decree, or order was entered.

☒ No.

10. Have you ever been held liable in a civil action involving fraud, embezzlement, fraudulent conversion, or misappropriation of property?

\_\_\_\_ Yes. Please provide details.

☒ No.

11. Have you ever, during the bankruptcy or receivership of any other corporation, been:

- An officer, director, trustee or incorporator of that corporation (whether for-profit or non-profit); or
- A person who controlled or held over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial, or membership interest in that corporation (but only if the corporation was a for-profit corporation)?

\_\_\_\_ Yes. Please provide details.

☒ No.

By my signature below, I affirm that:

- My answers are true and correct to the best of my knowledge, and I will inform the Secretary's Office if any of my answers change;
- I have received a copy of the NRA's Conflict of Interest and Related Party Transaction Policy;
- I have read and understand that policy and agree to comply with it; and
- I understand that in order to maintain the NRA's federal tax exemption it must engage primarily in activities which accomplish its tax-exempt purposes.

Signed: \_\_\_\_\_

Date: Sept. 6<sup>th</sup>, 2018

Print name: \_\_\_\_\_

Josh Powell

Ø Signed!?, by JP...

Joshua Powell

Attachment to National Rifle Association Financial Disclosure Questionnaire 2018

Questions 1 and 2: Transactions with NRA Entities and Conflicts of Interest

I have been a full-time employee of the National Rifle Association of America since May 2016. My title is Chief of Staff and Executive Director of General Operations. I received relocation benefits of approximately \$11,000 in 2016. The NRA has also purchased computer and cell phone accessories for my use in the amount \$3,172.59.

I have two relatives involved with businesses that receive funds from the NRA. My father, Jim Powell, owns Jim Powell Advertising Photography, which was engaged by Ackerman McQueen to photograph certain events that were billed to the NRA in 2017 and 2018. Jim Powell Photography invoiced the NRA directly for similar services in 2018.

Separately, my wife, Colleen Gallagher is a 1099 subcontractor for McKenna & Associates, a consulting firm that serves the NRA.

Details of payments are as follows:

Name of Person / Relationship	Names of Entities involved	Time period	Dollar Amount
Colleen Gallagher (Wife)	The NRA has a contract with McKenna & Associates, and they provided consulting services in 2017 and 2018 while my wife was a 1099 subcontractor.	2017 Jun. 2018 YTD	\$878,828.09 \$1,562,007.97
Jim Powell (Father)	Jim Powell invoiced the NRA for photography services.	2018	\$9,200.00
Jim Powell (Father)	Ackerman McQueen engaged Jim Powell to photograph events. The following amounts were invoiced by Ackerman to the NRA in connection with this work:	2017 2018	\$40,597.90 \$52,766.50

# Exhibit 33

**To:** Spray, Craig[CSpray@nrahq.org]; Josh Powell (joshuapowell@protonmail.ch)[joshuapowell@protonmail.ch]; Frazer, John[John.Frazer@nrahq.org]; 'J. Steven Hart'[jstevenshart@gmail.com]; Rob Unkovic (raunkovic@gmail.com)[raunkovic@gmail.com]; John Cotton (jgcotton@gmail.com)[jgcotton@gmail.com]; Tahmassebi, Stefan[STahmassebi@nrahq.org]; Andrew McKenna[amckenna@mckassoc.com]; Colleen Gallagher[cgallagher@mckassoc.com]; Toby Merchant (Toby.Merchant@squirepb.com)[Toby.Merchant@squirepb.com]; Alexander Reid (alexander.reid@morganlewis.com)[alexander.reid@morganlewis.com]; 'David Harbaugh'[david.harbaugh@morganlewis.com]  
**From:** Seth Downing  
**Sent:** 2018-09-17T13:44:52Z  
**Importance:** Normal  
**Subject:** Insurance Advisor / D&O Coverage  
**Received:** 2018-09-17T13:49:15Z

Craig –

Following up on your conversation with Andrew, we need you to confirm by reply email 1) the Association's D&O insurance (and E&O once business starts to operate) and 2) the engagement of Advantage Insurance as an independent advisor on the affinity insurance partner solution. Confirmation of these items are necessary for the Lexington & Concord board to start operating and the McKenna team to proceed with developing the partner arrangements that they will ultimately decide on/sign agreements for.

**1. Lexington & Concord D&O Insurance:** We need this as soon as possible. Recently, the McKenna team started to take the lead on getting potential D&O options because we could not afford to have the partner conversations stall and we understood it was not getting addressed by the Association. After your conversation with Andrew and agreement to help, can you lead this effort with your risk team to complete the required D&O insurance applications for Lexington and Concord coverage? Emily Cummins previously forwarded to John Frazer and Stefan, the application from Beecher Carlson to get this coverage placed. The McKenna also found an additional option through HUB International. We have had preliminary conversations with Travis McElvany, an EVP with HUB International, who has several firearms manufactures as clients and has helped them secure this type of coverage. We understand they just participated in a competitive process for D&O insurance for Brownells. I will forward you and Frazer an email from Travis with the application so that your team can work directly with them to acquire an alternate bid. Please let us know when a decision can be made and insurance put in place so we can update the Lexington & Concord Board members and our deal timeline appropriately.

**2. Appointment of Independent Insurance Advisor:** We understand you and Andrew discussed either bringing Advantage Insurance onboard or having you provide an alternate option that can step in quickly. Please confirm via your email response that you have an alternate or that you want the Association to proceed with engaging Advantage Insurance. The McKenna team will help facilitate getting the Advisor contracted. Assuming you are agreeing to Advantage Insurance, we need your confirmation that the McKenna team has provided you the answers needed to address your business related questions and sign off. We understand that the consulting agreement between the Association and Advantage has been finalized with the Association's internal and external legal counsel (Morgan Lewis). We are ready to send the current draft back to Advantage for their review and approval.



Regards,  
Seth

Seth Downing  
MCKENNA | Associates  
1220 N. Fillmore St. / Suite 300  
Arlington, VA 22201  
(202) 253-6258 – cell  
(571) 312-1585 – office  
[sdowning@mckassoc.com](mailto:sdowning@mckassoc.com)  
[www.mckassoc.com](http://www.mckassoc.com)

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*McKenna & Associates, LLC and its related entities reserve the right to monitor all e-mail communications through their networks.  
Thank you.*

# Exhibit 34







# Exhibit 35

























































































































































































































# Exhibit 36





























































































































































































































































































































# Exhibit 37

























































































































































































































# Exhibit 38

**NATIONAL RIFLE ASSOCIATION OF AMERICA****OFFICE OF THE GENERAL COUNSEL**

11250 WAPLES MILL ROAD

FAIRFAX, VIRGINIA 22030

(703) 267-1250  
(703) 267-3985 fax**NRA**

January 30, 2020

Joshua L. Powell  


Dear Mr. Powell:

This letter informs you that effective immediately, the NRA has terminated your employment for cause pursuant to the Agreement Regarding Termination of Employment, Release, Confidentiality and Non-Disparagement executed May 6, 2018 (the "Termination Agreement"). Cause for termination includes, but is not limited to:

- Intentional and willful misconduct that includes misappropriation of NRA funds and failure to disclose documents relevant to ongoing legal matters;
- Breach of your duties of loyalty and confidentiality to the NRA as a consequence of the foregoing, and as a consequence of unauthorized communications with media outlets regarding confidential NRA matters; and
- Breach of the Confidentiality Agreement executed June 7, 2016 (the "Confidentiality Agreement") (ratified pursuant to the "Entire Agreement" clause of the Termination Agreement).

You will receive your full salary and benefits through today. Your final pay will be deposited directly on the next scheduled pay date (February 6, 2020).

Information regarding continuation of your health benefits under COBRA will be mailed to you at the address on file in the payroll system. The mailing will also include information regarding your 401(k), life insurance conversion, and long-term disability options. There are deadlines for submission of paperwork to continue coverage, so please pay close attention to the timeframes outlined in these forms.

All NRA property should be returned to my attention immediately, including but not limited to electronics, cell phones, security badges, and keys. Please make arrangements to surrender these items in person, by express delivery, or through your counsel.

As noted in prior correspondence, the NRA's investigation revealed that you improperly charged approximately \$58,203.11 to the Association. A final itemized list of such charges will be provided under separate cover, along with payment instructions.

We remind you that important legal obligations remain in place after the end of your employment. In particular, the following items require your compliance:

- **Confidentiality.** Under the Termination Agreement, you agreed to maintain the confidentiality of Confidential Information, as described in that agreement. In addition, pursuant to the Confidentiality Agreement, you may not "disclose all or any part of 'NRA Information,'" as defined therein, "to any person . . . for any reason or purpose whatsoever without the express authorization and consent of the NRA."

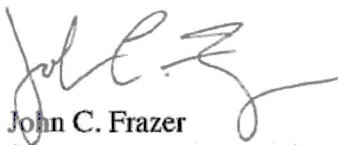
As previously emphasized, the NRA will not interpret these provisions to bar you from giving truthful testimony, responding to a lawful subpoena, or otherwise making disclosures compelled by law. However, we do expect that as a former agent and fiduciary of the Association with continuing duties of loyalty, you will promptly inform us of any demand for Confidential Information or NRA Information (unless expressly prohibited by law), cooperate with our counsel in protecting the NRA's privileges, and disclose only such Confidential Information or NRA Information as your counsel advises is legally required after (1) a motion for a protective order, motion to quash and/or other motion filed to prevent the production or disclosure of Confidential Information or NRA Information has been denied or is not made; or (2) the NRA consents to the disclosure in writing. Due to your involvement in NRA legal matters, we know you are well aware of the nature and importance of attorney-client privilege, which may only be waived by the NRA.

- **Non-disparagement.** Under the Termination Agreement, you have agreed "not to disparage or make any disparaging remark or send to any person any disparaging communication concerning the Released Parties [as defined in the Termination Agreement]." You have also agreed to enforce the same requirement upon your family members.
- **Document Preservation.** You must also continue to comply with all NRA document preservation requirements, and we will communicate further with your attorney in that regard.

These duties are not exclusive of any duties that may exist under statutory or common law, and the NRA reserves all rights it may have thereunder.

Again, we regret the necessity of taking this action. Please let us know if you have any questions.

Sincerely,



John C. Frazer  
Secretary and General Counsel