

EXHIBIT “3”

1

4. The initial terms of Powell's employment required his business expenses to comply with NRA policy. Years later I learned that Powell had not done so. I gave no approval at the outset of Powell's employment for him to charge personal expenses for himself and his family to the NRA.

5. It is my understanding that during December 2017, Powell's wife, Colleen Gallagher, became a contractor for McKenna & Associates ("McKenna"), which was then a vendor of the NRA. On page 10 of the Powell Motion, Powell suggests that the contracting relationship between Ms. Gallagher and McKenna was disclosed to me "prior to her starting" in December 2017. That is false. In fact, when I met Powell's wife in 2017, neither she nor Powell advised me that she was considering an employment or consulting relationship with McKenna. I did not learn that Powell's wife worked for McKenna until the spring or summer of 2018, when the issue surfaced as part of the NRA's compliance review.

6. The Powell Motion, and the pleadings in this matter, also discuss photography services purchased from Powell's father. I had no knowledge of any transaction with Powell's father, by the NRA or by our vendor Ackerman McQueen, until mid-2018 when the same compliance review revealed that relationship.

7. I never authorized or approved of Powell's wife's work with McKenna, nor any contract with Powell's father. Even if I had known about these conflicts of interest or had wanted to consent to them, I had no power to approve either—conflicts like these must be approved by the Audit Committee of the Board of Directors.

8. During Powell's tenure, I relied on the Treasurer's Office to process his expenses in compliance with NRA policies. There was never any indication, or any understanding on

my part, that Powell's expenses would vary from NRA guidelines. Simply put, I intended for him to be subject to the same expense reimbursement rules as everyone else.

9. It is now known that, during his first year with the NRA (from 2016-2017), Powell charged more than \$30,000 in personal expenses to the NRA, including airfare for his wife and children to vacation destinations. Powell never informed me about these expenses or sought my approval for them.

10. I did approve salary and job-title changes with respect to Powell over the course of his employment. After Powell had been with the NRA about six months, the position of Executive Director of General Operations become vacant. I believed Powell had shown initiative during his early months with the NRA, and I promoted him to the open position. This was a senior role akin to a chief operating officer. I never would have placed Powell in this officer role had I known that during his tenure at the NRA, he secretly charged thousands of dollars in improper personal expenses to the NRA.

11. In June 2017, after Powell had been with the NRA about a year and had spent roughly six months in his new position, I approved an increase in his salary to \$650,000 per year. I did so because I believed Powell had shown leadership, initiative, and had taken on additional responsibility. I would not have approved this salary increase had I known that, throughout the preceding year, Powell had charged more than \$30,000 in improper personal expenses to the NRA. Nor would I have authorized an annual bonus for Powell a few months later.

12. Powell's final salary adjustment occurred on March 20, 2018, when Phillips contacted Linda Crouch, our senior executive in the Human Resource, requesting that Powell's annual pay be increased from \$650,000 to \$800,000, effective January 1, 2018. I did not

authorize this request and did not know about it until after the request had been made, granted and acted upon.

13. During mid-2018, I learned for the first time about related-party transactions involving Powell's wife and father, as well as complaints by accounting staff to the Audit Committee regarding Powell. I trusted the Audit Committee to decide how to handle the related-party transaction issue. However, I remember multiple conversations with Powell over the course of May and June 2018—at least one of which occurred when we were both standing in my sixth-floor office at NRA Headquarters—during which Powell assured me that he had not realized the need to disclose McKenna's contract with his wife. Powell was still relatively new to his senior officer role, so I took him at his word that he had not intentionally evaded his obligations. He seemed genuinely enthusiastic about the NRA's commitment to compliance, and even helped lead a compliance seminar that summer. The Treasurer's Office had not reported any issues with his expenses by that point in time. In short, I believed that Powell was a "good" actor, not a "bad" one, from a compliance standpoint. This turned out to be wrong.

14. Throughout the fall of 2018, I heard more complaints about Powell, including from Ackerman McQueen, which made a sexual harassment allegation against Powell after Powell tried to cut the agency's budget. It had also become clear that there were potential regulatory problems with the Carry Guard insurance product that Powell spearheaded. Although I believed the regulatory hostilities against Carry Guard were politically motivated, a senior manager in Powell's position was charged with navigating risks. There were also personality conflicts involving Powell. I credited Powell for standing up to vendors he believed had taken advantage of the NRA, and still thought he was committed to compliance. Nonetheless, I

decided he was the wrong fit for Executive Director of General Operations, so, I removed him from that role and changed his job title to Senior Strategist in December 2018.

15. In October 2019, after Craig Spray succeeded Woody Phillips as Treasurer of the NRA, Spray came to me with concerns about Powell's expenses, which seemed high. When I mentioned this to Powell, he accused Spray of a personal vendetta against him. Wanting to avoid an explosive situation, I placed Powell on administrative leave and sought advice about the propriety of expenses Powell had incurred over the past several years. It is my understanding, that thereafter, the Office of the General Counsel retained a forensic accounting firm to assist in its review.

16. In January 2020, I ordered Powell terminated for cause after a mediation failed to resolve concerns about his expenses. It was never my view that the settlement negotiations with Powell which our counsel undertook in late 2019 and early 2020 encompassed the sum total of the NRA's potential claims against him. Rather, the NRA demanded reimbursement for expenses that stood out from available records as clearly impermissible.

17. If I had discovered before late 2019 that Powell was fraudulently charging expenses or concealing related-party transactions, I would have fired him on the spot.

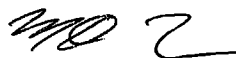
18. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 10 day of March 2023.



WAYNE LAPIERRE, Affiant

SUBSCRIBED AND SWORN to, on this 10 day of March 2023.

Michael A DiSipio Jr 
NOTARY PUBLIC

My commission expires: 07/31/2025

