

VIRGINIA:

IN THE CIRCUIT COURT OF
THE CITY OF ALEXANDRIA

NATIONAL RIFLE ASSOCIATION
OF AMERICA,

Plaintiff,

v.

ACKERMAN MCQUEEN, INC.

And

MERCURY GROUP, INC.

Defendants.

Case Nos. CL19001757;
CL19002067;
CL19002886.

BY
DEPUTY CLERK

J. GREGORY BLENK

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CITY OF ALEXANDRIA

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF MOTION TO COMPEL
DEFENDANTS' RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

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Pursuant to Virginia Supreme Court Rule 4:12(a), Plaintiff, the National Rifle Association (“the NRA”), by and through the undersigned counsel, hereby moves for an order compelling the Defendants, Ackerman McQueen, Inc., and Mercury Group, Inc., (collectively “AMc”), to supplement their deficient responses to several of the NRA’s Requests for Production of Documents, as further discussed below:

I.

FACTUAL BACKGROUND

The NRA served AMc with its First and Second Sets of Requests for Production of Documents over six (6) months ago, specifically on June 29, 2019, and August 1, 2019, respectively (the “NRA’s Requests”).¹ To date, AMc has yet to produce any documents that are responsive to the majority of the NRA’s Requests. Seeking to understand the undue delay in complying with its discovery obligations, and to request that AMc cooperate with discovery in this case, the NRA has sent various letters to AMc, outlining its grave concerns with the slow pace of production.² The parties also met-and-conferred several times regarding these issues, and the NRA has repeatedly articulated that such refusal to cooperate is prejudicial to the NRA’s efforts to litigate this case. Unfortunately, the NRA’s repetitive efforts to bring AMc into compliance with its discovery obligations have been unsuccessful.

To illustrate, AMc has produced approximately 14,000 documents to date, gathered from only seven (7) custodians’ files.³ AMc produced many of its documents without the requisite ESI,

¹ Attached hereto as Exhibit (“Ex.”) A, Plaintiff’s First Set of Requests for Production Regarding Defendants’ Motion for a Preliminary Injunction (Case No. CL19001757), and Plaintiff’s First Set of Requests for Production (Case Nos. CL9002067, CL90001757).

² See Ex. B, Letters from Robert Cox to David Dickieson, dated October 24, 2019, and December 19, 2019.

³ AMc’s productions have been as follows:

and some of the documents were incorrectly scanned and illegible,⁴ while others were missing pages or email attachments.⁵ The NRA in turn has produced over 26,000 documents to date, which were collected from over fifty (50) NRA custodians. AMc's refusal to provide responsive documents in a timely manner and in the appropriate format has hindered the NRA's ability to prepare for and notice witnesses for depositions. For example, the lack of documents from key custodians such as Bill Winkler, Oliver North, and Melanie Montgomery, prohibits the NRA from adequately preparing for their upcoming depositions, and also from assessing whether additional depositions are warranted. Furthermore, the NRA's experts cannot appropriately opine on the issues without access to all the relevant information. This delay is particularly worrisome given the fast approaching deadline for discovery on February 28, 2020. Thus, due to AMc's continued

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- a. Volume ("Vol.") 1, produced to the NRA on September 4, 2019, contained 633 documents produced all in one PDF and without any ESI;
 - b. Vol. 2, produced on September 17, 2019, contained 184 documents also in one PDF and without ESI;
 - c. Vol. 3, produced on September 25, 2019, was produced in the same format as Vols. 1 and 2, and contained 94 documents;
 - d. Vol. 4, produced on October 30, 2019, contained 2,067 documents;
 - e. Vol. 5, produced on December 10, 2019, contained 9,300 documents, most of which belonged to one sole custodian and were only tangentially responsive;
 - f. Vol. 6, produced on December 30, 2019, contained 1,581 documents and was produced in a single PDF without any ESI; and finally,
 - g. Vol. 7, produced on January 12, 2020, contains 5,314 documents but includes the documents in Vol. 6 in an attempt to correct the ESI deficiency and has technical issues which have not permitted the NRA to review them.

⁴ For example, the following documents from AMc's production are incomplete: AMc000311-312, AMc000707, AMc000714, AMc000716, AMc003081.

⁵ The NRA's document requests specifically request that they be produced with standard ESI, consistent with Va. Sup. Ct. R. 4:1. The NRA has requested the accompanying ESI for each of AMc's seven (7) production Volumes and has only received such data for Volume 5 to date.

refusal to cooperate with discovery, the NRA was left with no choice but to turn to this Court for resolution.

Accordingly, and as further detailed below, the NRA hereby requests that this Court compel Defendants to produce all documents in its possession, custody, or control that are responsive to the NRA's Requests for Production.

II.

ARGUMENT

Defendants must comply with their discovery obligations and respond to the NRA's requests for discovery as soon as practicable for various reasons. First, the NRA's requests are appropriate under the Virginia rules, and Defendants are required by law to appropriately respond in a timely manner. Second, for the past six (6) months, the NRA has repeatedly requested that AMc comply with its discovery obligations, by conferring with AMc via telephonic meet-and-conferences and through letter and email correspondence, to no avail. Defendants' deficient production limits the NRA's ability to build its case and to seek and obtain useful testimony during the upcoming scheduled depositions, and hinders the retained experts' ability to provide fully informed opinions. Finally, Defendants have neither provided a single meaningful reason to justify the continued delay, nor have they asked the court at any point to exercise its discretion and allow them a longer time in which to respond.

Virginia Supreme Court Rule 4:12(a) authorizes a party to seek an order compelling discovery if a party fails to answer interrogatories or properly respond to document requests. *Hirsch v. CSP Nova, LLC*, No. 108222, 2018 WL 6759103, (Va. Cir. Ct. Apr. 3, 2018) (granting defendant's motion to compel plaintiff to produce responsive documents). Under Rule 4:12(a)(3), "an evasive or incomplete answer is a failure to answer." *Id.* Per the Rules, "a prevailing party on

a motion to compel is entitled to proper responses and an award of its attorneys' fees under." *Id.* citing Rule 4:12(a)(4). The NRA requests that this Court grant the motion to compel and order Defendants to produce all responsive documents, as further discussed below.

A. The NRA's Requests For Production Are Narrowly Tailored To Obtain Information Relevant To The Subject Matter Of Its Claims And Defenses.

The NRA's Requests were served on AMc on June 29, 2019, and August 1, 2019. Since then, more than six (6) months have elapsed, and AMc has yet to provide any documents that are responsive to the majority of the NRA's requests. Out of the NRA's fifty-one (51) Requests, AMc has only produced documents to respond to twenty-eight (28) of them. Specifically, AMc has not produced *any* documents whatsoever that would be responsive to Requests number 5, 6, 10, 22, 24, 25, 27, 30, 32 33, 34, 35, 36, 37, 38, 39, 41, 42, 45, 48, 52, or 53 of the NRA's Requests.⁶ And, for the twenty-eight (28) Requests to which AMc has seemingly responded to, the documents provided are still mostly lacking, as they are devoid of the requisite ESI and only involve documents from a handful of custodians, therefore also necessitating further supplementation.

The NRA's Requests are narrowly tailored to obtain documents relevant to its claims and defenses. The Requests are in line with the broad requirements of Virginia Supreme Court Rule 4:l(b) which defines the scope of discovery requests as follows:

Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party.

⁶ See Ex. C, Outline of the NRA's Requests for Production and AMc's Responses Thereto. Please note that this outline does not include a review of AMc's recent productions, Vols. 6 and 7, as they were just recently produced on December 30, 2019 and January 12, 2020, respectively. Vol. 6 was produced in one, single PDF document and did not contain any metadata. Vol. 7 was meant to contain a reproduction of Vol. 6 with the missing metadata, and additional documents. However, Vol. 7 was technically deficient, and the NRA has been unable to review the documents therein.

Under Rule 4:9, requests for production may ask for “any designated tangible things which constitute or contain matters within the scope of Rule 4:1(b).” *See Bosworth v. Vornado Realty L.P.*, No. CL-2010-11031, 2012 WL 7850907, at *2 (Va. Cir. Ct. Feb. 28, 2012). Thus, Virginia law contemplates a rather liberal application of the discovery rules, allowing the discovery of any information that “is relevant to the subject matter involved in the pending action” or that is “reasonably calculated to lead to the discovery of admissible evidence.” *Hirsch*, 2018 WL 6795103, at *4 (granting plaintiff’s motion to compel responses to its requests for production) (citing Va. Sup. Ct. R. 4:1(b)(1)). It is well established in Virginia that “every fact, however remote or insignificant, that tends to establish the probability or improbability of a fact in issue is relevant.” Va. Sup. Ct. R. 4:1(b)(1).

By way of example, here, the NRA requests that AMc produce employee time records for those employees that were allegedly solely working on NRA projects, pursuant to the parties’ Services Agreement.⁷ This narrow request seeks information that is clearly relevant to the subject matter of the action, as it will allow the NRA to discover which employees worked on NRA matters and how much of their time was indeed devoted to NRA projects. This information may in turn inform whether additional depositions are warranted. It is also crucial to the NRA’s claim regarding AMc’s representation that it had several staff solely dedicated to NRA projects, for which the NRA reimbursed their full salaries. The NRA also requests information and documents

⁷ Ex. A, NRA’s First Set of Requests for Production Regarding Defendants’ Motion for a Preliminary Injunction (Case No. CL19001757), Requests Nos. 12 and 19. Plaintiffs further request that such documents be produced in CSV or similar data format, rather than in native format.

regarding AMc's contract negotiations with Oliver North—information which is key to several of the NRA's claims, and which is clearly easily accessible to AMc.⁸

However, instead of providing the requested responsive materials that are clearly within its possession, AMc refuses to do so and asserts boilerplate objections, including on the basis that the requests are allegedly “overbroad and unduly burdensome,” seek documents not relevant to the subject matter of the lawsuit, and seek documents protected by the attorney-client privilege or work product doctrine.⁹ Not only are these objections inapplicable to such narrow requests, but Virginia courts have held that “such purely *pro forma* objections can be given but little weight.” *Bosworth*, 2012 WL 7850907, at *3 (citing *Massey Energy Co. v. United Mine Workers of Am.*, 72 Va. Cir. 54, 58 (2006)).

The NRA's other requests are similar in that they all seek information that is relevant to the NRA's case, and compliant with Virginia Supreme Court Rule 4:l(b). Yet, AMc asserted similar unfounded, boilerplate objections over the rest of the NRA's Requests, for example, the NRA's requests for documents relating to the Services Agreement, which governed the parties' business relationship.¹⁰ These requests are central to the NRA's claims regarding potential contracts between AMc and third-parties and related payment schemes. The NRA also requests documents regarding AMc's invoicing procedures and financial situation—relating to fees, gross

⁸ Ex. A, Plaintiff's First Set of Requests for Production (Case Nos. CL9002067, CL90001757), Request No. 38.

⁹ Ex. D, Defendants' Objections and Responses to the NRA's First Set of Requests for Production Regarding Defendants' Motion for a Preliminary Injunction, Response to Request No. 12 (July 25, 2019).

¹⁰ Ex. D, Defendants' Objections and Responses to the NRA's First Set of Requests for Production Regarding Defendants' Motion for a Preliminary Injunction, Responses to Requests Nos. 10, 25, 39, and 41 (July 25, 2019).

revenues, expenses—which AMc has refused to produce to date.¹¹ The NRA’s allegations in this matter include a claim that AMc overcharged and double-billed the NRA for services. Documents responsive to these requests are therefore clearly critical for the NRA’s case.

Further, to the extent AMc claims that the documents it is seemingly withholding are protected by the attorney-client privilege or the work product doctrine, AMc has not provided any privilege logs to that effect. This is yet another *pro forma* objection, as Defendants have not demonstrated how the NRA’s requests would require divulgence of privileged material.¹²

Relatedly, AMc has abused the Protective Order entered in this case by inaccurately designating multiple documents as “Highly Confidential.” For example, there are email chains between AMc employees with linked news articles that are marked as “Highly Confidential.” These are inappropriate designations and AMc should be compelled to re-designate these documents.

Again, the discovery deadline in this case is on February 28, 2020. Defendants’ refusal to cooperate leaves the NRA with only a few weeks to somehow figure out which additional witnesses to depose, and for what information, without any documents to shed any light on these questions. On December 23, 2019, the NRA noticed nine AMc personnel for depositions beginning in mid-January. At this time, the NRA is unprepared to conduct the majority of those noticed depositions due to AMc’s abject failure to produce the requested documents relating to its employees. The NRA simply cannot conduct any depositions in an appropriate fashion when it has

¹¹ Ex. A, Plaintiff’s First Set of Requests for Production Regarding Defendants’ Motion for a Preliminary Injunction (Case No. CL19001757), Requests Nos. 5, 6, 22, 27, 32, 48.

¹² *Bosworth v. Vornado Realty L.P.*, 84 Va. Cir. 353 (2012) (overruling plaintiff’s objection based on privilege because plaintiff did not demonstrate how the documents were privilege and granting defendants’ motion to compel production of documents).

effectively received no relevant documents. For example, as to Bill Winkler, there are specific documents requested that are necessary to conduct Bill Winkler's deposition, scheduled for January 25.¹³ These requests seek documents related to the approval of fees already mentioned in Bill Winkler's declaration and expenses that were allegedly approved under the signature of Bill Winkler. Without these, it is unlikely that the NRA will be able to obtain any useful testimony.

Accordingly, this court should grant the NRA's Motion to Compel and compel AMc to produce documents responsive to all of the NRA's Requests, and provide any additional relief the court deems appropriate.

B. AMc Is Required To Produce All Responsive, Non-Privileged Documents It Possesses To The NRA In A Timely Manner.

Furthermore, according to Rule 4:9(b) of the Supreme Court of Virginia Rules, the "party upon whom the request [for production of documents] is served shall serve a written response *within 21 days after the service of the request . . .*" Va. Sup.Ct. R. 4:9 (emphasis added). While Rules 4:8(d) and 4:9(b) require discovery to be answered and/or objected to within twenty-one (21) days, "the court may allow a shorter or longer time." *See Kawar v. Bouk*, No. 2006-1606, 2006 WL 2578383, at *1 (Va. Cir. Ct. July 19, 2006).

Here, far more than twenty-one (21) days have passed since the NRA served its Requests on AMc. At this point, any responses to the NRA's Requests would still be prejudicial to the NRA, as the NRA is already hindered by AMc's unwillingness to cooperate and the discovery deadline in this case is fast approaching. Like in *Kawar*, Defendants' failure to respond to the NRA's discovery requests necessitates the instant Motion to Compel. *See id.*

¹³ See Ex. A. Request Nos. 32, 48.

It is unclear to the NRA *why* AMc continues to delay its production of documents, even six (6) months after the Requests were served. During one of the several meet-and-confers regarding these concerns, AMc's only offered explanation for the delay is that counsel in this matter attempted to coordinate discovery efforts with counsel in the pending action between the parties before the United States District Court for the Northern District of Texas. This excuse is insufficient, at best, and at worst, seems to disguise a concerted attempt to employ delay tactics in order to impair the NRA's ability to rightfully present its case. In effect, this sustained delay in producing documents not only violates AMc's legal obligation to rightfully respond to the NRA's Requests, but also severely prejudices the NRA's ability to conduct meaningful depositions of key AMc players and litigate its case. It also prohibits the NRA's proposed experts from adequately preparing to provide their expert testimony.

AMc's obstinate behavior and approach to discovery in this case is unjustly prejudicial to the NRA. The NRA therefore respectfully requests that this court grant its Motion to Compel, and order Defendants to produce Responsive documents as soon as practicable.

C. AMc Is Obligated To Collect And Produce Responsive Documents From Employee's Personal Accounts And Devices.

An additional concern with AMc's conduct is that it remains unclear whether AMc is searching officers' and employees' personal email accounts and devices for responsive documents. It is also unclear whether AMc has sought to collect responsive documents from former employees.

Pursuant to Va. Sup. Ct. R. 4:9(a), AMc is obligated to search for and produce documents from such sources, which are in its "possession, custody, or control." Defendants are not only obligated to produce documents from these key custodian's files, but to the extent that these individuals have support staff or direct reports through which they communicate, AMc is obligated to search their files and provide those responsive documents as well. The NRA is concerned that

AMc has not even endeavored to collect these documents at this point in the litigation, which if true, would present significant hurdles for the NRA as the end of discovery deadline is imminent.

The NRA therefore requests that this Court compel AMc to collect and produce all responsive documents from its former and current employees, regardless of whether or not the responsive documents or information is stored on internal AMc servers.

III.

CONCLUSION

For all of the above reasons, the Court should grant the Motion to Compel in full.

WHEREFORE, Plaintiff, by counsel, respectfully requests that this Court enter an order:

1. Compelling Defendants to respond fully, without objection, to the NRA's Requests for Production of Documents Nos. 5, 6, 10, 22, 24, 25, 27, 30, 32 33, 34, 35, 36, 37, 38, 39, 41, 42, 45, 48, 52, and 53, as identified herein within ten (10) days of entry of the Order;
2. Ordering AMc to re-designate all documents inappropriately marked as "Highly Confidential";
3. For an award of attorneys' fees and costs incurred herein. *See* Va. Sup. Ct. R. 4:12(a)(4); and,
4. For any other further relief this Court deems just and necessary.

Dated: January 15, 2020

Respectfully submitted,

NATIONAL RIFLE ASSOCIATION
OF AMERICA

By counsel


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*Counsel for the National Rifle Association of
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CERTIFICATE OF SERVICE

I hereby certify that on January 15, 2020, I caused the foregoing Plaintiff's Motion to Compel Supplemental Defendants' Responses to Plaintiff the NRA's First and Second Requests for Production of Documents to be served via electronic mail and first-class mail upon:

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Robert H. Cox (VSB No. 33118)

Exhibit A

VIRGINIA:

IN THE CIRCUIT COURT OF
THE CITY OF ALEXANDRIA

NATIONAL RIFLE ASSOCIATION
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v.

ACKERMAN MCQUEEN, INC.

And

MERCURY GROUP, INC.

Defendants.

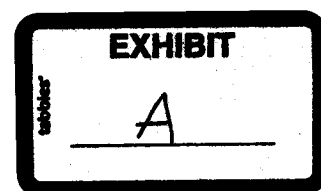
Case Nos. CL19001757

**PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS
REGARDING DEFENDANTS' MOTION FOR PRELIMINARY INJUNCTION**

Plaintiff/Counterclaim Defendant the National Rifle Association (the "NRA"), by counsel and in accordance with Virginia Supreme Court Rule 4:9, hereby propounds its Request for Production of Documents ("Requests") to Defendants/Counterclaim Plaintiffs Ackerman McQueen, Inc. ("Ackerman") and Mercury Group, Inc. ("Mercury") (collectively, "Defendants" or "AMc") regarding Defendant Ackerman's Motion for Preliminary Injunction. All documents responsive to these Requests shall be produced on or before July 8, 2019, at the offices of Briglia Hundley, P.C., 1921 Gallows Road, Suite 750, Tysons Corner, VA 22182.

DEFINITIONS

1. The term "Lawsuit" shall mean those claims contained in Plaintiff's Complaint and Amended Complaint and Defendants' Answer, Plea in Bar, and Counterclaim filed in Case No.



CL19001757 and Plaintiff's Complaint and Defendants' Responsive Pleadings: Answer, Affirmative Defendants, Plea in Bar, Demurrer, and Counterclaim filed in Case No. CL19002067.

2. "Communication(s)" includes written and/or oral communications whether handwritten, typewritten, recorded or oral, in person, by telephone, telex, via electronic transmission, or any other mode of transmission.

3. "Plaintiff" means Plaintiff the National Rifle Association and its agents, employees, servants, representatives, trustees, officers, directors, and every other person who, acting as his representative, can be required by it to furnish information, including any person acting on its behalf as its representative in the investigation or preparation of this action.

4. "Ackerman," "you" or "your" means Defendant Ackerman McQueen, Inc. and its agents, employees, servants, representatives, trustees, officers, directors, and every other person who, acting as his representative, can be required by it to furnish information, including any person acting on its behalf as its representative in the investigation of this action.

5. "Mercury" means Defendant Mercury Group, Inc. and its agents, employees, servants, representatives, trustees, officers, directors, and every other person who, acting as his representative, can be required by it to furnish information, including any person acting on its behalf as its representative in the investigation of this action.

6. "Defendants" and "AMc" each refer to Ackerman and Mercury collectively.

7. "Document(s)" shall mean the original and every copy, where such copy is not an identical duplicate of the original or where such copy contains any commentary or notation whatsoever that does not appear on the original, of any printed, recorded, typewritten or handwritten communication, correspondence, Facebook entries/posts/receipts, Linked In entries/posts/receipts, Twitter entries/posts/receipts, MySpace entries/posts/receipts, Instagram

entries/posts/receipts, memoranda, telegrams, telefaxes, e-mails, interoffice communications, sketches, plans, lists, calendars, notes, journals, diaries, pamphlets, brochures, newspapers, magazines, periodicals, pamphlets, reports, drafts, studies, agreements, deeds, mortgages, contracts, promissory notes, books, tapes, voice recordings, minutes, reports, computer printouts, data cards, programs or other input or output of data processing systems, transcripts of interviews or testimony before any person, officer or body whether sworn or unsworn, written statements or notes of interview of testimony, logs, charts, graphs, diagrams or drawings or other representational depictions, telephone records, motion picture film, video, microfilm or microfiche, electronic records such as voice mail, electronic mail, deleted electronic mail, data files, program files, back-up files, archival tapes, temporary files, system history files, web site information in textual, graphical or audio format, web site files, cache files, and all other electronically stored information and other data compilations from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonably usable form and every other device or medium on which or through which information of any type is transmitted recorded or preserved.

8. "Person(s)" shall mean and include, without limitation, all natural individuals, partnerships (whether general or limited), any kind of business, corporations, associations, joint ventures, trusts, estates, legal or any other kind of entity, its agents or employees, and members or stockholders of any of the foregoing.

9. "And" shall include "or"; "or" shall include "and."

10. Where the singular is used in reference to any person, document, or item, it shall include the plural if, in fact, there are more than one.

11. “Identify” means to describe the event, person, document, or idea in full, including the time, date, place, circumstances, and persons involved and (for persons) the names, positions with you or relationships to you, addresses, and telephone numbers, whether or not the interrogatory specifically asks for this information.

12. The terms “reflect”, “refer”, “support”, “relate”, or “reflecting”, “referring”, “referencing”, “relating” or “supporting”, with respect to a Document means anything that constitutes, contains, embodies, comprises, reflects, identifies, refers to, states, deals with, comments on, responds to, describes, analyzes, or is in any way pertinent to that subject matter.

13. The term “communication” means any oral, graphic, demonstrative, telephonic, verbal, electronic, written, or other conveyance of information, including but not limited to conversations, telecommunications, and documents.

14. The term “electronically stored information” or “ESI” refers to any information created, manipulated, communicated, stored, or best utilized in digital form or with computer technology of any type, including any electronically stored data on magnetic or optical storage media (e.g., hard drives or disks, backup tapes, CD-ROMs, DVD-ROMs, JAZ and Zip drives, thumb drives, and floppy disks) as an “active” file or files (i.e., readily readable by one or more computer applications or forensic software); any “deleted” but recoverable electronic files on said media; any electronic file fragments (i.e., files that have been deleted and partially overwritten with new data); and “slack” (i.e., data fragments stored randomly from random access memory on said media during the normal operation of a computer (RAM slacks) or residual data left on said media after new data has overwritten some but not all of previously stored data).

15. “2017 Services Agreement” shall mean the Services Agreement entered into by the NRA and Defendants dated April 30, 2017.

16. “Affiliated Entity” shall refer to any entity wholly or partially owned by one or both of Defendants; any entity wholly or partially owned by an officer or director of one or both of Defendants; any entity under common control with, or by, one or both of Defendants, or an officer or director thereof; and any entity that shares one or more trustees or directors with one or both of Defendants.

17. “Amendment to the Services Agreement” shall refer to the document entitled “Amendment No. 1” to the 2017 Services Agreement entered into by the NRA and Defendants dated May 6, 2018.

18. The term “American Heroes” refers to the NRATV documentary series hosted by Lt. Col. (Ret.) Oliver North.

19. The term “compensation” shall refer to and include any payment in consideration for the provision of any product(s) and/or service(s); “bonus”; transfer of value; and reimbursement of expense(s), to an employee, member, owner, manager, director, officer, vendor or agent of Ackerman and/or Mercury.

20. The term “high level employee” refers to any person whose title designates him or her as “Chief” (e.g., Chief Executive Officer, Chief Creative Officer), “President,” “Executive Vice President,” “Managing Director,” or equivalent, of any function or sector of or within Ackerman or Mercury.

21. The term “North-Related Persons” includes the Freedom Alliance, ArcLight LLC, Calvin Coolidge, and any person employed to assist Col. North in an executive-assistant or similar capacity.

22. The term “Services Agreement” shall mean both the 2017 Services Agreement and the Amendment to the Services Agreement.

23. The term “Winkler Declaration” shall mean and refer to the Declaration of Bill Winkler, dated June 19, 2019, filed as Exhibit 3 to Defendants’ Motion for Preliminary Injunction, of the same date.

INSTRUCTIONS

1. You are requested to produce not only those documents in your own possession, custody or control, but also those documents reasonably available to you, including those in the custody or control of your current or former accountants, advisors, investigators, experts or other persons directly or indirectly employed by, or connected with, you or your agents and/or representatives.

2. In the event you are able to produce only some of the documents called for in a particular request, you are requested to produce all the documents you were able to produce and to state the reasons for your inability to produce the remainder.

3. Unless otherwise indicated, the use in these Requests of the name of any person, party, or business organization shall specifically include all past and present employees, officers, directors, agents, representatives, general partners, limited partners, and attorneys of the person, party, or business organization.

4. These Requests seek production of responsive documents in their entirety, without abbreviation, deletion, or redaction. The document production shall adhere to the instructions set forth in these Instructions and Definitions.

5. In the event you interpose an objection to a Request, you should clearly indicate to which part or portion of the Request the objection is directed and provide all documents to which objection is not made as if such part or portion were propounded as a separate request. You must state specifically the legal and factual basis for the objection and the extent to which you are

refusing to comply with the Request. Any ground not stated in a timely objection is waived unless the party's failure to object is excused by the Court for good cause shown.

6. With respect to each document that is withheld on the claim of privilege, state: (1) the name of the sender of the document; (2) the name of the author of the document; (3) the name of the person to whom the document or any copy thereof was sent; (4) the date the document was prepared; (5) the grounds for the claim of the privilege; and (6) a general description of the type of document.

7. Production shall be made as the records are kept in the usual course of business or shall be organized and labeled to correspond with the categories of the request.

8. "ESI" shall be produced per the instructions in **Appendix A**.

9. These Requests shall be continuing in nature so as to require supplemental or corrected answers if the Respondent or his representatives subsequently acquire additional information.

10. Unless otherwise stated in a particular Request, the Requests seek documents dated, prepared, generated, or received during the time period beginning January 1, 2015 and continuing up until the date of your response to the Requests, and every supplemental response.

11. If you believe that any of the Requests are vague or ambiguous, you are requested to promptly notify Plaintiff's counsel so that a clarification can be provided to enable you to fully respond to the Requests.

12. If there are no documents in response to a particular document request you shall state so in writing and provide that portion of responsive information which you are able to provide.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All documents that refer or relate to any lines of credit issued to Ackerman and/or Mercury.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All documents that refer or relate to amounts transferred or paid to any of Ackerman's or Mercury's members, managers, owners or any Affiliated Entities, from January 1, 2015 to the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

All documents that refer or relate to any capital calls that Ackerman and/or Mercury have made or considered during the period from January 1, 2015 to present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

Documents sufficient to show all sources, and uses, of cash on hand for each of Ackerman, Mercury and each Affiliated Entity.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

All financial statements for each of Ackerman, Mercury and any Affiliated Entity, including all versions of such statements, for the current fiscal quarter and the preceding fiscal quarter including, without limitation, all balance sheets, income statements, cash flow statements and/or statements of stockholder equity.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

All documents from January 1, 2015 to the present that relate or refer to the financial condition of any of Ackerman, Mercury or any Affiliated Entity, including but not limited to financial statements, income statements, balance sheets, budgets, cost analyses, and cash flow statements and statements of stockholder equity.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

All documents that refer or relate to an effort by Ackerman, Mercury or an Affiliated Entity to incur debt or borrow money between January 1, 2015, and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

All documents that refer or relate to direct or indirect communication, during the period August 1, 2018 to the present, between Ackerman, Mercury or any Affiliated Entity on the one

hand, and a media outlet (including any reporter, contributor, editor, executive, content-producer or representative thereof) on the other, regarding the NRA, including all documents provided to such person(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All documents that refer or relate to direct or indirect communication, during the period August 1, 2018 to the present, between Ackerman, Mercury or any Affiliated Entity on the one hand, and any representative of or content-producer for the New York Times, the Wall Street Journal, The Daily Beast or Rolling Stone, on the other hand, that refers or relates to the NRA, including all documents provided to such person(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

Any and all “non-cancellable contracts entered into between you and third parties for the benefit of the NRA,” as described in Section XI.E. of the 2017 Services Agreement.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

Any and all documents referring or relating to NRA approval of any budget for the years 2016 through 2018, including any such budget which Ackerman or Mercury claims that the NRA approved.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

Documents sufficient to identify all NRA-Dedicated Personnel (as defined in Paragraph 14 of the NRA's Complaint) as of June 19, 2019, and all projects or accounts on which each individual worked, and the amount or percentage of time dedicated to each such project or account.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to show each of the costs invoiced to the NRA or the NRA Foundation between January 1, 2018 and April 1, 2019, which costs were incurred by reason of the production of American Heroes, and whether such costs were billed to the NRA, the NRA Foundation, or both entities.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14:

Documents sufficient to show each of the costs invoiced to the NRA or the NRA Foundation between January 1, 2018 and April 1, 2019, which costs were incurred by reason of compensation or perquisites provided to Col. North or North-Related Persons, and whether such costs were billed to the NRA, the NRA Foundation or both entities.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15:

All documents that refer or relate to Col. North's availability to film American Heroes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16:

All documents that refer or relate to modification to the American Heroes production schedule during the period May 1, 2018 to the present, and the reason(s) for any such modification(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

All documents that relate or refer to documentation to support all bills and invoices that Ackerman and/or Mercury contend have not been paid, including without limitation documentation of the person(s) who performed the work in the invoices, the date(s) the work was performed by each person, the nature of the work performed, and the particular output that resulted, as required by Sections VIII and XI.E of the Services Agreement.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

All documents requested of you in correspondence issued by NRA designee Andrew Arulanandam, to Bill Winkler, on June 5 and June 25, 2019 to the extent that you still contend that the invoices referenced therein have not been paid.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

All documents that relate or refer to time records and day logs for all employees who worked on NRA matters.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

Documents sufficient to identify each member of Defendants' workforce who has worked on the Chickasaw Nation account, and the NRA account, at any time between January 1, 2015 and the present, and the amount billed to Chickasaw Nation, and the amount billed to the NRA, for each such worker's services.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21:

Documents sufficient to identify each member of Defendants' workforce who has worked on the Integris account, and the NRA account, at any time between January 1, 2015 and the present, and the amount billed to Integris, and the amount billed to the NRA, in connection with each such worker's services.

RESPONSE:

REQUEST FOR PRODUCTION NO. 22:

All documents that relate or refer to Ackerman's or Mercury's gross revenues derived from their work for the NRA.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23:

Documents sufficient to show Ackerman's gross revenues from each of its clients other than the NRA, and documents sufficient to show Mercury's gross revenues from each of its clients other than the NRA.

RESPONSE:

REQUEST FOR PRODUCTION NO. 24:

All documents that relate or refer to a reduction in employees at Ackerman or Mercury, including but not limited to downsizing, layoffs, and terminations.

RESPONSE:

REQUEST FOR PRODUCTION NO. 25:

All documents that relate or refer to negotiation of the Amendment to the Services Agreement.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26:

All documents that relate or refer to “a cascade of negative effects on AMc’s goodwill,” including but not limited to documents identifying “[p]rospective clients [who] have expressed fears about engaging with AMc and [who] have taken their business to competitors” and “AMc’s most valuable employees [who] have already begun to pursue other employment” as alleged on page nine (9) of your Motion for Preliminary Injunction.

RESPONSE:

REQUEST FOR PRODUCTION NO. 27:

All documents that relate or refer to the “substantial financial damage” or irreparable harm that Ackerman will suffer immediately, or has already suffered, as alleged in pages six through nine (6-9) of Ackerman’s Motion for Preliminary Injunction.

RESPONSE:

REQUEST FOR PRODUCTION NO. 28:

All documents that relate or refer to any failure by the NRA to pay any invoice from Ackerman or Mercury within 30 days of the date of the invoice.

RESPONSE:

REQUEST FOR PRODUCTION NO. 29:

All documents that relate or refer to any question, inquiry, complaint, or dispute by the NRA with respect to any invoice from Ackerman or Mercury.

RESPONSE:

REQUEST FOR PRODUCTION NO. 30:

Documents sufficient to identify each officer, manager or employee of Ackerman or Mercury who has left Ackerman or Mercury's employment since May 1, 2019, the date of termination, and the reason(s) for termination.

RESPONSE:

REQUEST FOR PRODUCTION NO. 31:

Documents sufficient to identify the salary expenses and overhead costs referenced in Paragraph 26 of the Winkler Declaration, on a monthly basis, descriptions of each such expense or cost, the monthly sum paid by the NRA which Defendants utilize to "cover" the "majority" of

those expenses and costs (see Winkler Decl., ¶ 26), and the source or sources from which payment for the remainder of those expenses and costs are drawn.

RESPONSE:

REQUEST FOR PRODUCTION NO. 32:

Any and all documents referring or relating to the alleged approvals by the NRA of any of the “annualized fees,” referenced in Paragraph 27 of the Winkler Declaration.

RESPONSE:

Dated: June 29, 2019

Respectfully submitted,

NATIONAL RIFLE ASSOCIATION
OF AMERICA

By counsel



~~James W. Hundley (VSB No. 30723)~~

~~Robert H. Cox (VSB No. 33118)~~

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**APPENDIX A TO PLAINTIFFS' REQUESTS FOR PRODUCTION REGARDING
DEFENDANTS' MOTION FOR PRELIMINARY INJUNCTION**

FORMAT OF PRODUCTION

1. *Document Image Format.* Documents and ESI are to be produced in Tagged Image File Format (“TIFF”), subject to Instructions and Definitions paragraphs 54 and 55 infra. If a document does not contain redactions, you are directed to produce an extracted text (.TXT) file containing searchable text for each electronic document and an Optical Character Recognition (“OCR”) text file for each imaged paper document along with image load files. For documents that contain redactions, you are directed to provide an OCR text file for the unredacted portions of such documents. Every TIFF file in each production must be referenced in the production’s corresponding load file. The total number of TIFF files referenced in a production’s load file should match the number of TIFF files in the production. Load files of the static images should be created and produced together with their associated static images to facilitate the use of the produced images by a document management or litigation support database system. Metadata load files should contain, if available, the non-privileged metadata in the following table. You are not obligated to populate manually the fields in the table that cannot be extracted from a document, with the exception of the custodian.

Field Name	Field Description	Document Type
BEGPRODBATE	Beginning Production Number	ALL
ENDPRODBATE	Ending Production Number	ALL
PROD_VOLUME	Production Volume (ex. MOF-PD001)	ALL
BEGPRODATT	Beginning Production Family Number	ALL
ENDPRODATT	Ending Production Family Number	ALL
CUSTODIAN	Custodian of records name. I.E. Doe, John.	ALL
CUST_APPEND	Names of custodians with duplicate emails/and or native files (eDocs)	ALL

CONFIDENTIALITY	Confidentiality designations	ALL
PARENTID	BeginBates number for the parent email of a family (will not be populated for documents that are not part of a family)	ALL
PAGES	Total page count per document	ALL
FILENAME	Document File Type	EDOCS
FILEEXT	File extension of original document	EDOCS
LOCATION	Original file path for electronic documents or folder path from mailbox for email	ALL
SENT_DATE	Email Sent Date (MM/DD/YYYY)	EMAILS
SENT_TIME	Email Sent Time (HH:MM:SS) GMT	EMAILS
SORT_DATE	Carries email sent date for email + attachments and last modified date for loose eDocs (MM/DD/YYYY)	ALL
SORT_TIME	Carries email sent time for email + attachments and last modified time for loose eDocs (HH:MM:SS) GMT	ALL
LASTMODDATE	Document Last Modified Date (MM/DD/YYYY)	EDOCS
CREATION_Date	Email: (Empty) Native: Date the document was created.	EDOCS
DATERCVD	Email: Date the email was received. Native: (Empty)	EMAILS
FILESIZE	Document file size in bytes	EDOCS
AUTHOR	Creator of document	EDOCS
SUBJECT	Email Subject	EMAILS
FROM	Author of Email	EMAILS
RECIPIENT	Recipient of Document	EMAILS
CC	Copies on Communications	EMAILS
BCC	BCC	EMAILS
NATIVELINK	Location of native file in volume if provided	EDOCS
MD5HASH	MD5HASH of Electronic Loose File or Attachments	EDOCS
MESSAGEID	Internet message identifier	EMAILS
TEXTPATH	Location of OCR Text File in volume.	ALL

2. *Production of Native Files.* Unless such materials contain privileged or redacted information, Microsoft Excel, Microsoft Project, Microsoft Access, other spreadsheets, and database files should be produced in native format. If these files, however, contain privileged or redacted information, they need not be produced in native format but shall be produced with the extracted text and metadata fields set forth in these instructions and definitions if possible, except

to the extent the extracted text or metadata fields are themselves redacted. Excel files that contain privileged information should be produced as an Excel file in a manner that does not prevent Excel functions from performing, but with privileged information redacted. Each native file produced should be accompanied with its metadata as outlined in the table in numbered Paragraph III-1 above, and an image placeholder designating the document was produced in native format. The native file should be produced in a folder labeled with the Bates number of the native file document in the following format:

- a. Single file per document.
- b. Filenames should be of the form:
 - i. <Bates num><designation>.<ext>
 - ii. Where <Bates num> is the BATES number of the document, <designation> any designation applicable to the document, and <ext> the appropriate extension for the document (.ppt, .xls, etc.).

3. *Document Unitization and Load Files.* For files not produced in their native format, each page of a document shall be electronically saved as an image file. If a document consists of more than one page, the unitization of the document and any attachments and/or affixed notes shall be maintained as it existed in the original when creating the image files. The producing party shall produce a unitization file (“load file”) for all produced documents in accordance with the following formatting:

- a. Document Unitization Load File. Document productions should include Concordance document load files containing the metadata listed in the table included in numbered paragraph 19 above.

b. OCR and Extracted Text Files (.TXT Files). There should be a single text file per document containing all the document's pages. Pages must be separated by form feed character (decimal 12, hex 0xC). Filenames should be of the following form:

- i. <Bates num>.txt
- ii. Where <Bates num> is the BATES number of the first page in the document.
- iii. Text must be encoded in ASCII, except where documents contain characters requiring UTF-8 in order to be read. Such documents shall be produced in UTF-8 format.

4. *Image Files.* Image files should be single page per image and single image per file. TIFF is the default format unless the following formats are agreed to: jpeg, jpeg2000, gif, png, single image tiff, and bmp. Filenames should be of the following form:

- a. <Bates num>.<ext>
- b. Where <Bates num> is the BATES number of the page, and <ext> is the appropriate extension for the image format (.jpg, .tif, .png, etc.).

5. *Metadata Load Files.* Filenames should be of the following form:

- a. Comma Separated Value (.CSV) files (commonly .DAT files).
- b. The first line must contain the column/field names.
- c. Every row must have the same number of columns/fields (empty values are acceptable).
- d. Text must be encoded in ASCII.
- e. Values must be enclosed by ASCII character 254.
- f. Multiple entries in a field must be separated by ASCII character 174.

- g. New line value in data must be indicated by ASCII character 059.
- h. Values must be separated by ASCII character 020.

6. *Duplicates.* If you have more than one identical copy of an electronic document (i.e., the documents are exact duplicates as that term is used in the electronic discovery field), only produce a single copy of that document (as long as all family relationships are maintained). You may de-duplicate ESI across each party's custodians or sources. De-duplication will be based on MD5 hash values.

7. *Encryption.* Make reasonable efforts to ensure that all encrypted or password-protected documents are successfully processed for review and production, and if produced in native form, that the decrypted document is produced. To the extent encrypted or password-protected documents are successfully processed according to the requirements set forth herein, you have no duty to identify the prior encrypted status of such documents. To the extent such documents are not successfully processed despite use of reasonable efforts, including reasonable efforts to obtain passwords, produce an inventory of such files that are determined to have a reasonable likelihood of containing relevant information as is apparent without decryption such as attachments to responsive files, or metadata suggestive of responsiveness, such as relevant file names, and in any case shall include any containers files such as PST or ZIP files. The inventory shall contain any required metadata and document identifying information, including family relationships, to the extent that such information can be extracted using reasonable efforts during document processing. The inventory shall be produced in accordance with the Load File specifications as outlined in the table in numbered paragraph 19 above.

8. *Email Thread Analysis.* Email thread analysis may be used to reduce the volume of emails reviewed and produced, provided that the parties disclose such use prior to or at the time

of production. The produced emails must include all the responsive information from a thread, including attachments.

9. *System and Program Files.* System and program files, defined as the NIST, need not be processed, reviewed or produced. Additional files may be excluded by mutual agreement of the parties.

10. *Color.* For files not produced in their native format, if an original document contains color, you may produce black and white image(s). At the NRA's request, the parties shall meet and confer regarding production of color image(s) for specific documents.

11. *Bates Numbering - Document Images.* Each page of a produced document shall have a unique page identifier ("Bates Number") electronically "burned" onto the image at a location that does not unreasonably conceal or interfere with any information from the source document. Any confidentiality legend shall be "burned" onto each document's image at a location that does not unreasonably obscure any information from the source document.

12. *Bates Numbering - Native Format Documents.* Documents produced in Native Format will be produced with a placeholder TIFF image. Each TIFF placeholder will contain the Bates Number and confidentiality designation, if any.

13. *Production Media.* Documents shall be produced by FTP site or on CD-ROM, DVD, external hard drive (with standard PC compatible interface), or other readily accessible computer or electronic media (the "Production Media"). Each item of Production Media shall be produced in a Bates labeled folder corresponding to the Bates label on the image placeholder. Each native file produced will be accompanied with its metadata as outlined in the table in numbered paragraph 19 above.

14. *Attachments.* Email attachments and embedded files or links must be mapped to their parent by the document or production number. If attachments and embedded files are combined with their parent documents, then “BeginAttach” and “EndAttach” fields listing the unique beginning and ending number for each attachment or embedded document must be included.

15. *Compressed Files.* Compression file types (e.g., .CAB, .GZ, .TAR, .Z, and .ZIP) shall be decompressed in a reiterative manner to ensure that a zip within a zip is decompressed into the lowest possible compression resulting in individual folders and/or files.


16. *Embedded.* If a document has information from another file embedded in it (e.g., a Word document containing an embedded spreadsheet), produce the document with all embedded information, and the NRA may request that the embedded file be produced as a standalone file.

CERTIFICATE OF SERVICE

I hereby certify that on June 29, 2019, I caused the foregoing Plaintiff's First Set of Requests for Production to Defendants Regarding Defendant's Motion for Preliminary Injunction to be served via electronic mail and first-class mail upon:

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David Dickieson
Schertler & Onorato, LLP
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Counsel for the Defendants


James W. Hundley (VSB No. 30723)
Robert H. Cox (VSB No. 33118)

VIRGINIA:

**IN THE CIRCUIT COURT FOR THE
CITY OF ALEXANDRIA**

**NATIONAL RIFLE ASSOCIATION OF
AMERICA**

Plaintiff,

v.

**ACKERMAN MCQUEEN, INC. and
MERCURY GROUP, INC.**

Defendant.

Case No.: CL 19001757

To: Defendant Ackerman McQueen, Inc.

C/o: David Schertler, David Dickieson
Schertler & Onorato, LLP,
901 New York Avenue, N.W., Suite 500,
Washington D.C. 20001

PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION TO DEFENDANT

The following requests are directed to Defendant Ackerman McQueen, Inc. ("Ackerman"), parent of the wholly-owned subsidiary, Mercury Group, Inc. ("Mercury") (collectively referred to as "AMc" or "Defendants"), pursuant to Rule 4:0 *et seq.* of the Rules of the Supreme Court of Virginia. You are requested to respond to these requests for production of documents ("Requests," or, individually, "Request") separately and fully, subject to the Instructions and Definitions set forth herein, and to produce the requested documents to the undersigned counsel for Plaintiff, the National Rifle Association of America ("NRA") within twenty-one (21) days after service of these Requests.

I.

INSTRUCTIONS AND DEFINITIONS

1. These Requests are continuing in nature as provided in Rule 4:1(e)(1) and (2) of the Rules of the Supreme Court of Virginia so as to require you to supplement your answers when appropriate or necessary to make them correct and complete.

2. Your responses to these Requests must include and reflect all information in your possession, or subject to your custody or control, whether directly or indirectly. Information is deemed to be within your possession, custody, or control if:

- a. it is within your knowledge or possession;
- b. it is within the knowledge or possession of any other person or entity and you have the right to obtain the information from such person or entity;
- c. it is contained in a document within your physical control; or
- d. it is contained in a document within the physical control of any other person or entity, and you:
 - i. own the document in whole or in part;
 - ii. have a right by contract, statute, or otherwise, to use, inspect, examine or copy that document on any terms; or
 - iii. have, as a practical matter, been able to use, inspect, examine, or copy that document when you have sought to do so.

3. Unless otherwise indicated, the use in these Requests of the name of any person,¹ including but not limited to the name of a party, shall specifically include all past and present

¹ See definition of "person," *infra* at ¶ 29.

employees, officers, directors, agents, representatives, general partners, limited partners, and attorneys of the person, party, or business organization.

4. These Requests seek production of responsive documents in their entirety, without abbreviation, deletion, or redaction.

5. You are to produce the requested documents as they are kept in the ordinary course of business or you must organize and label them to correspond to the categories in the Requests.

6. You are to produce the requested documents in the form(s) specified in Appendix A to these Requests.

7. In the event you interpose an objection to a Request, you should clearly indicate to which part or portion of the Request the objection is directed and provide all documents responsive to the part(s) or portion(s) of the Request to which objection is not made, as if such part(s) or portion(s) of the Request were propounded separately. You must state specifically the legal and factual basis for the objection, the extent to which you are refusing to comply with the Request, and whether responsive materials are being withheld on the basis of your objection. Any ground not stated in a timely objection is waived unless your failure to object is excused by the Court for good cause shown.

8. In the event that you seek to withhold any document, thing, or information on the basis that it is properly entitled to some privilege or other limitation of discovery, you are requested to supply undersigned counsel for the Plaintiff with a numerical list of the document(s), thing(s) or information for which privilege or limitation of discovery is claimed, indicating:

- a. the name of the custodian of such document, thing or information;
- b. the name of each author, writer, sender, creator or initiator of such document, thing or information;

c. the name of each recipient, addressee, or party for whom such document, thing or information was intended, if any;

d. the date of each such document, thing or information, if any, or an estimate thereof and so indicated as an estimate if no date appears on said item;

e. the general subject matter as described in the document, thing or information; and

f. the claimed grounds for privilege or limitation of discovery.

9. Unless otherwise defined, the terms used herein should be read and construed in accordance with the English language and the ordinary meanings and definitions attached thereto.

10. If you believe that the use of any term in any Request is ambiguous or if you do not understand any of these Requests, definitions, or instructions, before asserting an objection related thereto, you should immediately contact the undersigned and seek a clarification.

11. For purpose of interpreting or construing the scope of these Requests, the defined terms shall be given their most expansive and inclusive meanings, unless specifically limited by the language of an individual Request. You should, therefore:

a. construe the words “**and**” as well as “**or**” in the disjunctive or conjunctive, as necessary to make the Request more inclusive;

b. construe the words “**any**” or “**each**” to include and encompass “**all**,”

c. construe the singular form of the word to include the plural and the plural form to include the singular;

d. construe the term “**including**” to mean “**including, but not limited to**,” and

e. construe a masculine noun or adjective to include the feminine and vice versa.

12. The term “**1999 Services Agreement**” refers to the agreement between the NRA, Ackerman and Mercury, dated May 1, 1999.

13. The term “**2017 Services Agreement**” refers to the agreement between the NRA and Ackerman McQueen, Inc, dated April 30, 2017, as amended May 6, 2018.

14. The term “**action**” refers to the above-captioned litigation pursuant to which these Requests are served.

15. The term “**AMc**,” “**you**” and “**your**” refer to Defendant Ackerman, including its subsidiary, Mercury Group, Inc. (“Mercury”), and includes Ackerman and Mercury’s officers, directors, employees, principals, contractors, agents, attorneys or other persons acting on their behalf, including all successor or predecessor entities.

16. The term “**American Heroes**” refers to the NRATV documentary series hosted by Lt. Col. (Ret.) Oliver North.

17. The term “**Billed-Through Expenses**” refers to each and all of the alleged expenses which AMc contends in its letters dated April 22, 2019, that it was requested or required to disperse by the NRA. The letters, with attachments detailing such Billed-Through Expenses, were issued to Wayne LaPierre and Tyler Schropp under the signature of William Winkler, and are attached here as **Exhibits 1 - 3**.

18. The term “**communication**” refers to any oral or written utterance, notation, statement and electronically stored information of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, consultations, agreements, and other understandings between or among two or more persons, and transfer or exchange between two or more persons of any information, whether

through an intermediary or by written, electronic, computer, or oral means, including any written summary of any of the foregoing communications.

19. The term “**Complaint**” refers to the amended complaint filed in this action pursuant to the Court’s Order of May 6, 2019, granting Plaintiff’s Motion for Leave to Amend Complaint.

20. The term “**Defendants’ Answer**” refers to Defendants’ “Response to Specific Allegations of Amended Complaint,” as set forth on pages two (2) through twenty-three (23) of Defendants’ Answer, Plea in Bar, and Counterclaim, filed on May 23, 2019.

21. The term “**document**” means any writing or record of any sort and the term should be construed in its broadest sense to include, but not be limited to, all original and non-identical copies, whether by reason of marginalia or other notes or alterations, and all preliminary or subsequent drafts of the following items, whether printed or recorded or reproduced by any other mechanical or electronic process, or written or produced by hand: agreements, communications, correspondence, letters, telegrams, cables, telexes, memoranda, records, books, journals, summaries of records or papers, minutes, calendars, affidavits, recordings (video or audio), electronic mail, text messages, memoranda of telephone calls, conversations, telephone calls, meetings, contracts, notes, marginal comments appearing on or affixed to any document, day timers, date books, messages, letters of credit, invoices, statements of account, financial statements, receipts, promissory notes, security agreements, deeds of trust, instruments purporting to grant or evidencing any security interest or lien, loan agreements, projections, working papers, securities, ledgers, cancelled checks and bank drafts (front and back), check stub receipts, and other data, documents, papers, or writings of whatever description including, but not limited to, any data or information which is electronically recorded or shared, contained in any computer, mobile device, or other information retrievable device or that otherwise can be obtained or

translated through detection devices or other means into any reasonably useable or recordable format.

22. The term “**electronically stored information**” or “**ESI**” refers to any information created, manipulated, communicated, stored, or best utilized in digital form or with computer technology of any type, including any electronically stored data on magnetic or optical storage media (*e.g.*, hard drives or disks, backup tapes, CD-ROMs, DVD-ROMs, JAZ and Zip drives, thumb drives, and floppy disks) as an “active” file or files (*i.e.*, readily readable by one or more computer applications or forensic software); any “deleted” but recoverable electronic files on said media; any electronic file fragments (*i.e.*, files that have been deleted and partially overwritten with new data); and “slack” (*i.e.*, data fragments stored randomly from random access memory on said media during the normal operation of a computer (RAM slacks) or residual data left on said media after new data has overwritten some but not all of previously stored data).

23. The term “**May 2018 Amendment**” refers to the amendment to the 2017 Services Agreement, dated May 6, 2018.

24. “**Media**” means an object or device, real or virtualized, including but not limited to a disc, tape, computer or other device, on which data is or was stored.

25. “**Metadata**” means and refers to information about electronic documents or data, and includes without limitation (i) information embedded in or associated with a native file that is not ordinarily viewable or printable from the application that generated, edited, or modified such native file which describes the characteristics, origins, usage and/or validity of the electronic file and/or (ii) information generated automatically by the operation of a computer or other information technology system when a native file is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

26. “**Native data format**” means and refers to the format of ESI in which it was originally generated and/or normally kept by the producing party in the usual course of its business and in its regularly conducted activities.

27. The term “**North-Related Persons**” includes the Freedom Alliance, ArcLight LLC, Calvin Coolidge, and any person employed to assist North in an executive-assistant or similar capacity.

28. The term “**NRA**” refers to the Plaintiff, the National Rifle Association of America, and includes its officers, directors, employees, principals, attorneys or other persons acting on their behalf, including all successor or predecessor entities.

29. The term “**person**” refers to all natural persons, groups of natural persons acting in a collegial capacity (*e.g.*, a committee or counsel), corporations, partnerships, associations, trusts, joint ventures, and any other incorporated or unincorporated business, governmental, public, or legal entity, including, when applicable, the person’s subsidiaries, controlled persons, controlling persons, shareholders, officers, directors, employees, agents, or other persons acting or purporting to act on its behalf.

30. The term “**Privileged PowerPoint Presentation**” refers to the privileged data and content of a USB “thumb” drive which was supplied to AMc employee John Popp on April 29, 2019, as described in Plaintiff’s papers in support of its Emergency Motion for Stay, filed in this Action on May 23, 2019, and includes all copies of such data or content on which such data or content is or was housed.

31. The term “**refer(s) or relate(s) to**” means concerning, relating to, reflecting, referring to, having a relationship to, pertaining to, identifying, containing, pertinent to, compromising, setting forth, showing, disclosing, describing, explaining, summarizing,

evidencing, or constituting, directly or indirectly, in whole or in part, or to be otherwise factually, legally, or logically connected to the subject matter of the particular request.

32. **“Static Image”** refers to a representation of ESI produced by converting a native file into standard image format capable of being viewed and printed on standard computer systems.

33. **Time Period.** Unless otherwise noted, the time period covered by these Requests is January 1, 2015, to present.

II.

SECOND SET OF REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 33.

Produce all documents and communications identified in response to **Interrogatory No. 7.**

RESPONSE

REQUEST FOR PRODUCTION NO. 34.

Produce all documents and communications identified in response to **Interrogatory No. 8.**

RESPONSE

REQUEST FOR PRODUCTION NO. 35.

Produce all documents and communications identified in response to **Interrogatory No. 9.**

RESPONSE

REQUEST FOR PRODUCTION NO. 36.

Produce all documents that refer or relate to the February 2019 audit referenced on page three (3) of Defendants' Answer, Plea in Bar, and Counterclaim including, without limitation, copies of all materials provided to the NRA's auditors.

RESPONSE

REQUEST FOR PRODUCTION NO. 37.

Produce all documents that refer or relate to your assertion on page three (3) of Defendants' Answer, Plea in Bar, and Counterclaim, dated May 23, 2019, "that Defendants have complied with every audit request sought by the NRA during the past 38 years." including without limitation all documents that support that assertion and all documents that are inconsistent with that assertion.

RESPONSE

REQUEST FOR PRODUCTION NO. 38.

Produce all documents that refer or relate to Wayne LaPierre's alleged "negotiation" of AMc's "contract with Lt. Col. Oliver North," as alleged on page three (3) of Defendants' Answer, Plea in Bar, and Counterclaim.

RESPONSE

REQUEST FOR PRODUCTION NO. 39.

Produce all "Service Agreements" that you claim "have existed between the parties," in Defendants' Answer to Paragraph Ten (10) of the NRA's Complaint.

RESPONSE

REQUEST FOR PRODUCTION NO. 40.

Produce all documents that you provided to the NRA between August 1, 2018, and April 12, 2019, which identify the number of unique visitors, viewership numbers, clickthrough rates, or related performance metrics for any NRATV platform, to which your denial in Defendants' Answer to Paragraph 18 (bullet point 5) of the NRA's Complaint, refers or relates.

RESPONSE

REQUEST FOR PRODUCTION NO. 41.

Produce all documents that refer or relate to Section IX of the 2017 Services Agreement including, without limitation, all documents that refer or relate to AMc's willingness or refusal to reply to correspondence, or comply with instructions or requests to AMc issued by NRA-related individuals who had not been identified in writing as "designees" pursuant to Section IX of the 2017 Services Agreement.

RESPONSE

REQUEST FOR PRODUCTION NO. 42.

Produce all documents that refer or relate to AMc's willingness or refusal to comply with any instruction or request received, during the period August 1, 2018, to April 11, 2019, from: John Frazer; Josh Powell; Wilson Phillips; Craig Spray; Rick Tedrick; or, any employee or agent of Brewer, Attorneys & Counselors, Cooper & Kirk LLP, or Forensic Risk Alliance.

RESPONSE

REQUEST FOR PRODUCTION NO. 43.

With respect to any purportedly outstanding invoice for which AMc seeks payment, provide all documents detailing information and support of the type identified in “Exhibit A” to that certain letter from Andrew Arulanandam to Bill Winkler dated June 5, 2019 (appended here as **Exhibit 4**), and that certain guidance transmitted by Andrew Arulanandam to Bill Winkler by email on June 25, 2019 (appended here as **Exhibit 5**), including, without limitation: copies of any creative or other work product for which compensation is sought; employee time records, or similar ordinary-course business records, sufficient to show who completed the invoiced work, and when; and, any third-party vendor, equipment-rental, or analogous costs incurred by AMc which AMc purports to “pass through” to the NRA, including documents sufficient to show any markup applied by AMc in connection therewith.

RESPONSE

REQUEST FOR PRODUCTION NO. 44.

Produce all documents that you provided to the NRA prior to April 12, 2019, that reflect, refer to or constitute your response(s) to the letters you admit you received from the NRA’s General Counsel on March 25 and 26, 2019, in Defendants’ Answer to Paragraphs 27 and 28 of the NRA’s Complaint.

RESPONSE

REQUEST FOR PRODUCTION NO. 45.

Produce all documents that refer or relate to the Privileged PowerPoint Presentation.

RESPONSE

REQUEST FOR PRODUCTION NO. 46.

Produce all documents that refer or relate to the development of American Heroes.

RESPONSE

REQUEST FOR PRODUCTION NO. 47.

Produce all documents that refer or relate to any employment, contracting, or other financial relationship between AMc and (i) Lt. Col. Oliver North; (ii) any North-Related Person; (iii) Elaine Lammert; and/or (iv) Lammert and Associates.

RESPONSE

REQUEST FOR PRODUCTION NO. 48.

Produce all documents that refer or relate to the purported "Billed Through Expenses" identified in your letters dated April 22, 2019 (including attachments thereto), which you issued to Wayne LaPierre, Craig Spray and Tyler Schropp under the signature of William Winkler.

RESPONSE

REQUEST FOR PRODUCTION NO. 49.

With respect to any direct or indirect payment made by AMc to Lt. Col. Oliver North or any North-Related Person during the period from January 1, 2016, to present, produce documents sufficient to identify: the date of such payment; the amount of such payment; the invoice(s), if any, issued by AMc to the NRA relating to such payment; and, the terms of any contract or arrangement pursuant to which the payment was made.

RESPONSE

REQUEST FOR PRODUCTION NO. 50.

Produce all documents that refer or relate to the following purported Billed-Through Expenses (i) through (v), including documents prepared or signed by AMc executives which authorize AMc to pay the expenses, or alternatively, documents prepared or signed by AMc executives which withhold authorization for AMc to pay such expenses; correspondence with the NRA seeking or securing authority to bill the NRA for such expenses; and documents which evidence that AMc harbored concerns as to the propriety of the purported Billed-Through Expenses, and AMc's actions to inform the NRA of its concerns and change AMc's protocol for processing such expenses.

- (i) Billed-Through Expenses allegedly incurred between November 3 and November 16, 2014, on an AMc American Express card issued at the request of LaPierre,
- (ii) Billed-Through Expenses allegedly incurred on January 10, 2013, January 22, 2013 and November 1, 2014, and attributed to LaPierre in connection with invoices allegedly issued by II&IS;
- (iii) Billed-Through Expenses allegedly incurred in May and June of 2016 at the request of LaPierre, and are purportedly associated with a rental apartment;
- (iv) Billed-Through Expenses allegedly incurred at the request or for the benefit of LaPierre between 2004 and 2017 in a "Zegna" clothing store;
- (v) Billed-Through Expenses allegedly incurred between May 2013 and September 2018 on an AMC American Express card supposedly issued to Tyler Schropp at LaPierre's request.

RESPONSE

REQUEST FOR PRODUCTION NO. 51.

Produce all documents comprising, relating to, or mentioned in any expert report or expert analysis by any expert witness AMc intends to have testify at the trial of this case, including all documents reviewed and/or relied upon by the expert in preparing any expert report or preparing for testifying at trial or in a deposition.

RESPONSE

Dated: August 1, 2019

Respectfully submitted,

NATIONAL RIFLE ASSOCIATION
OF AMERICA

By counsel



James W. Hundley (VSB No. 30723)
Robert H. Cox (VSB No. 33118)
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*Counsel for the National Rifle Association of
America*

CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2019, I caused the foregoing Plaintiff's Second Set of Document Requests to be served via electronic mail and first-class mail upon:

David Schertler
David Dickieson
Schertler & Onorato, LLP
901 New York Avenue, N.W., Suite 500
Washington, DC 20001
dschertler@schertlerlaw.com
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Counsel for Defendants



James W. Hundley (VSB No. 30723)
Robert H. Cox (VSB No. 33118)

**APPENDIX A TO PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION TO DEFENDANTS**

FORMAT OF PRODUCTION

1. *Document Image Format.* Documents and ESI are to be produced in Tagged Image File Format (“TIFF”), subject to Instructions and Definitions paragraphs 54 and 55 infra. If a document does not contain redactions, you are directed to produce an extracted text (.TXT) file containing searchable text for each electronic document and an Optical Character Recognition (“OCR”) text file for each imaged paper document along with image load files. For documents that contain redactions, you are directed to provide an OCR text file for the unredacted portions of such documents. Every TIFF file in each production must be referenced in the production’s corresponding load file. The total number of TIFF files referenced in a production’s load file should match the number of TIFF files in the production. Load files of the static images should be created and produced together with their associated static images to facilitate the use of the produced images by a document management or litigation support database system. Metadata load files should contain, if available, the non-privileged metadata in the following table. You are not obligated to populate manually the fields in the table that cannot be extracted from a document, with the exception of the custodian.

Field Name	Field Description	Document Type
BEGPRODBATE	Beginning Production Number	ALL
ENDPRODBATE	Ending Production Number	ALL
PROD VOLUME	Production Volume (ex. MOF-PD001)	ALL
BEGPRODATT	Beginning Production Family Number	ALL
ENDPRODATT	Ending Production Family Number	ALL
CUSTODIAN	Custodian of records name. I.E. Doe, John.	ALL
CUST_APPEND	Names of custodians with duplicate emails/and or native files (eDocs)	ALL
CONFIDENTIALITY	Confidentiality designations	ALL
PARENTID	BeginBates number for the parent email of a family (will not be populated for documents that are not part of a family)	ALL

PAGES	Total page count per document	ALL
FILENAME	Document File Type	EDOCS
FILEEXT	File extension of original document	EDOCS
LOCATION	Original file path for electronic documents or folder path from mailbox for email	ALL
SENT DATE	Email Sent Date (MM/DD/YYYY)	EMAILS
SENT TIME	Email Sent Time (HH:MM:SS) GMT	EMAILS
SORT DATE	Carries email sent date for email + attachments and last modified date for loose eDocs (MM/DD/YYYY)	ALL
SORT TIME	Carries email sent time for email + attachments and last modified time for loose eDocs (HH:MM:SS) GMT	ALL
LASTMODDATE	Document Last Modified Date (MM/DD/YYYY)	EDOCS
CREATION Date	Email: (Empty) Native: Date the document was created.	EDOCS
DATERCVD	Email: Date the email was received. Native: (Empty)	EMAILS
FILESIZE	Document file size in bytes	EDOCS
AUTHOR	Creator of document	EDOCS
SUBJECT	Email Subject	EMAILS
FROM	Author of Email	EMAILS
RECIPIENT	Recipient of Document	EMAILS
CC	Copies on Communications	EMAILS
BCC	BCC	EMAILS
NATIVELINK	Location of native file in volume if provided	EDOCS
MD5HASH	MD5HASH of Electronic Loose File or Attachments	EDOCS
MESSAGEID	Internet message identifier	EMAILS
TEXTPATH	Location of OCR Text File in volume.	ALL

2. *Production of Native Files.* Unless such materials contain privileged or redacted information, Microsoft Excel, Microsoft Project, Microsoft Access, other spreadsheets, and database files should be produced in native format. If these files, however, contain privileged or redacted information, they need not be produced in native format but shall be produced with the extracted text and metadata fields set forth in these instructions and definitions if possible, except to the extent the extracted text or metadata fields are themselves redacted. Excel files that contain privileged information should be produced as an Excel file in a manner that does not prevent Excel functions from performing, but with privileged information redacted. Each native file produced should be accompanied with its metadata as

outlined in the table in numbered Paragraph III-1 above, and an image placeholder designating the document was produced in native format. The native file should be produced in a folder labeled with the Bates number of the native file document in the following format:

- a. Single file per document.
- b. Filenames should be of the form:
 - i. <Bates num><designation>.<ext>
 - ii. Where <Bates num> is the BATES number of the document, <designation> any designation applicable to the document, and <ext> the appropriate extension for the document (.ppt, .xls, etc.).

3. *Document Unitization and Load Files.* For files not produced in their native format, each page of a document shall be electronically saved as an image file. If a document consists of more than one page, the unitization of the document and any attachments and/or affixed notes shall be maintained as it existed in the original when creating the image files. The producing party shall produce a unitization file (“load file”) for all produced documents in accordance with the following formatting:

- a. Document Unitization Load File. Document productions should include Concordance document load files containing the metadata listed in the table included in numbered paragraph 19 above.

- b. OCR and Extracted Text Files (.TXT Files). There should be a single text file per document containing all the document’s pages. Pages must be separated by form feed character (decimal 12, hex 0xC). Filenames should be of the following form:

- i. <Bates num>.txt
- ii. Where <Bates num> is the BATES number of the first page in the document.

- iii. Text must be encoded in ASCII, except where documents contain characters requiring UTF-8 in order to be read. Such documents shall be produced in UTF-8 format.

4. *Image Files.* Image files should be single page per image and single image per file. TIFF is the default format unless the following formats are agreed to: jpeg, jpeg2000, gif, png, single image tiff, and bmp. Filenames should be of the following form:

- a. <Bates num>.<ext>
- b. Where <Bates num> is the BATES number of the page, and <ext> is the appropriate extension for the image format (.jpg, .tif, .png, etc.).

5. *Metadata Load Files.* Filenames should be of the following form:

- a. Comma Separated Value (.CSV) files (commonly .DAT files).
- b. The first line must contain the column/field names.
- c. Every row must have the same number of columns/fields (empty values are acceptable).
- d. Text must be encoded in ASCII.
- e. Values must be enclosed by ASCII character 254.
- f. Multiple entries in a field must be separated by ASCII character 174.
- g. New line value in data must be indicated by ASCII character 059.
- h. Values must be separated by ASCII character 020.

6. *Duplicates.* If you have more than one identical copy of an electronic document (i.e., the documents are exact duplicates as that term is used in the electronic discovery field), only produce a single copy of that document (as long as all family relationships are maintained). You may de-duplicate ESI across each party's custodians or sources. De-duplication will be based on MD5 hash values.

7. *Encryption.* Make reasonable efforts to ensure that all encrypted or password-protected documents are successfully processed for review and production, and if produced in native form, that the decrypted document is produced. To the extent encrypted or password-protected documents are successfully processed according to the requirements set forth herein, you have no duty to identify the prior encrypted status of such documents. To the extent such documents are not successfully processed despite use of reasonable efforts, including reasonable efforts to obtain passwords, produce an inventory of such files that are determined to have a reasonable likelihood of containing relevant information as is apparent without decryption such as attachments to responsive files, or metadata suggestive of responsiveness, such as relevant file names, and in any case shall include any containers files such as PST or ZIP files. The inventory shall contain any required metadata and document identifying information, including family relationships, to the extent that such information can be extracted using reasonable efforts during document processing. The inventory shall be produced in accordance with the Load File specifications as outlined in the table in numbered paragraph 19 above.

8. *Email Thread Analysis.* Email thread analysis may be used to reduce the volume of emails reviewed and produced, provided that the parties disclose such use prior to or at the time of production. The produced emails must include all the responsive information from a thread, including attachments.

9. *System and Program Files.* System and program files, defined as the NIST, need not be processed, reviewed or produced. Additional files may be excluded by mutual agreement of the parties.

10. *Color.* For files not produced in their native format, if an original document contains color, you may produce black and white image(s). At the NRA's request, the parties shall meet and confer regarding production of color image(s) for specific documents.

11. *Bates Numbering - Document Images.* Each page of a produced document shall have a unique page identifier ("Bates Number") electronically "burned" onto the image at a location that does not unreasonably conceal or interfere with any information from the source document. Any

confidentiality legend shall be “burned” onto each document’s image at a location that does not unreasonably obscure any information from the source document.

12. *Bates Numbering - Native Format Documents.* Documents produced in Native Format will be produced with a placeholder TIFF image. Each TIFF placeholder will contain the Bates Number and confidentiality designation, if any.

13. *Production Media.* Documents shall be produced by FTP site or on CD-ROM, DVD, external hard drive (with standard PC compatible interface), or other readily accessible computer or electronic media (the “Production Media”). Each item of Production Media shall be produced in a Bates labeled folder corresponding to the Bates label on the image placeholder. Each native file produced will be accompanied with its metadata as outlined in the table in numbered paragraph 19 above.

14. *Attachments.* Email attachments and embedded files or links must be mapped to their parent by the document or production number. If attachments and embedded files are combined with their parent documents, then “BeginAttach” and “EndAttach” fields listing the unique beginning and ending number for each attachment or embedded document must be included.

15. *Compressed Files.* Compression file types (e.g., .CAB, .GZ, .TAR, .Z, and .ZIP) shall be decompressed in a reiterative manner to ensure that a zip within a zip is decompressed into the lowest possible compression resulting in individual folders and/or files.

16. *Embedded.* If a document has information from another file embedded in it (e.g., a Word document containing an embedded spreadsheet), produce the document with all embedded information, and the NRA may request that the embedded file be produced as a standalone file.

Exhibit 1

April 22, 2019

Via Email
Mr. Wayne LaPierre
National Rifle Association
11250 Waples Mill Road
Fairfax, VA 22030

RE: Documentation of expenses incurred by Ackerman McQueen (AMC) and billed to the National Rifle Association (NRA)

Dear Mr. LaPierre:

As you are well aware, one of the claims that has been asserted in the Lawsuit by the NRA against AMC is as follows:

"Out of Pocket" expenses that lacked meaningful documentation of NRA approvals, receipts, or other support, despite the requirements set forth in the Services Agreement"

At your request, we issued you an American Express card and agreed to the travel fee from II&IS. Both with the intent to keep your business travel confidential and secure. Due to your demands in the lawsuit, we are notifying you that you have failed to provide written approvals, receipts, and other support for expenses related to your travel, etc. Thus, it is imperative that you provide this information timely so that we may comply with your requests for information. Please be reminded that these actions were taken expressly upon your demand.

We request that you furnish to us, in itemized detail, all approvals, receipts, and/or other support which will show documentation sufficient to meet the standards alleged per the Lawsuit for all the listed charges included as Attachment #1 (**total expenses of \$267,460.53**) to this letter. Section A - (total \$9,980.95) includes the charges incurred on your AMC American Express card issued at your request in November 2014. Section B - (total \$243,644.74) includes the air and limo charges paid to II & IS on your behalf, for travel to Bahamas, Palm Beach, New York, Los Angeles, Reno, Budapest, and Italy, and billed to the NRA. Section C - (total \$13,804.84) is for the apartment you required we rent for the period of May 27 - August 30, 2016 in Fairfax, VA for Megan Allen and billed to the NRA. At a minimum, the documentation should include date, business purpose and/or discussion, who was present and who were included as additional passengers on any air travel. Also, for the apartment, please provide the business relationship with Ms. Allen.

We appreciate your immediate attention to this request.

Yours very truly,



William Winkler
Chief Financial Office

cc: Mr. Craig Spray
Mr. Steve Hart

Attack

Section A - All Credit Card Charges

Card Name	Charge Date	Purchased From
AMEX - WLP	11/3/2014	RUSH CARD SERVICE CHARGE
AMEX - WLP	11/9/2014	GODUNOV RESTAURANT BUDAPEST
AMEX - WLP	11/9/2014	ONYX E'TTEREM BUDAPEST
AMEX - WLP	11/11/2014	ROBINSON E'TTEREM BUDAPEST
AMEX - WLP	11/11/2014	BORKONYHA, WINEKITCH BUDAPEST
AMEX - WLP	11/11/2014	COSTES RESTAURANT BUDAPEST
AMEX - WLP	11/13/2014	FOUR SEASONS GRESHAM BUDAPEST
AMEX - WLP	11/13/2014	FOUR SEASONS GRESHAM BUDAPEST
AMEX - WLP	11/15/2014	HOTEL SUISSE BELLAGIO
AMEX - WLP	11/16/2014	PANE E TULIPANI COMO
AMEX - WLP	11/16/2014	CASTADIVA RESORT BLEVIO
Grand Total		

Section B - Airfare and Limo charges billed through II&IS

Vendor		Invoice number
I.I. & I.S.	II &IS Inc	2702

I.I. & I.S.	II &IS Inc	2703
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I.I. & I.S.	II &IS Inc	2888
		total

Section C - Megan Allen Apartment

Vendor		Invoice number
The Ridgewood II by Windsor		534.6.16
The Ridgewood II by Windsor		534.7.16
The Ridgewood II by Windsor		534.8.16
		total

total of all expenses

iment #1

Total Charge Description	Reference Number
15.00	02014307081810441006000000000000+000001500
75.38 REF# 00000000000 RESTAURANT	02014313073117117808009461346389+001818000
240.35 REF# 00000000000 RESTAURANT	02014313073117117908009461230856+005796000
63.20 REF# 00000000000 RESTAURANT	20141111371860000103119461037574+000006320
113.19 REF# 00000000000 RESTAURANT	20141111371861000103119461334591+000011319
202.60 REF# 00000000000 RESTAURANT	02014315137165165908009461146888+004850800
18.78 REF# 00000000000 LODGING	02014317134761761408009460431117+000450000
6,555.02 REF# 00000000000 LODGING	02014317134761761308009460431117+157032800
172.23 REF# 00000000000 LODGING	02014319105400400308009520600214+000013450
110.12 REF# 00000000000 RESTAURANT	20141116624755000103119624218434+000011012
2,415.08 REF# 00000000000 LODGING	02014320062475475708009624688719+000188600

9,980.95

amount	date	description
94,682.25	1/10/2013	WLP: - 12/17 - Air Transportation - Wash/Eleuthera - \$39,947.50 - 01/03 - Air Transportation - Nassau/Dallas - \$29,100.63 - 01/05 - Air Transportation - Dallas/Palm Beach - \$25,634.12

112,045.00	1/22/2013	WLP: - 01/17 - Air Transportation - Wash/New York - \$17,600.00 - 01/19 - Air Transportation - NTY/Los Ang./Reno - \$47,025.00 - 01/27 - Air Transportation - Reno/LA - \$7,075.00 - 01/27 - Air Transportation - Reno/Wash - \$40,345.00
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36,917.49	11/1/2014	Hungary and Italy Travel for WLP: - Air Charter - Budapest/Brescia - \$17,550.00 - Car & Driver - Budapest - \$5,352.19 - Car & Driver - Italy - \$12,919.30 - Frankfurt Airport Assitance - \$1,096.00
243,644.74		

amount	date	description
\$ 4,950.00	5/27/2016	June rent, deposit and Application fee
\$ 4,500.00	6/20/2016	July rent
\$ 4,354.84	8/20/2016	August rent prorated
\$ 13,804.84		

\$ 267,430.53

Exhibit 2

April 22, 2019

Via Email
Mr. Wayne LaPierre
National Rifle Association
11250 Waples Mill Road
Fairfax, VA 22030

RE: Clothing purchases by Ackerman McQueen (AMc) on your behalf.

Dear Mr. LaPierre:

During the recent audit sequence, specifically with FRA, transactions with related parties were discussed. We realized during these discussions that we need to address your wardrobe you required us to provide, specifically, purchases at the Zegna store in Beverly Hills, CA. Due to the substantial nature of the total **(\$274,695.03)**, we should address these items immediately.

I have attached the listing of purchases by date and amount for your convenience. Since we do not have original receipts, we are unable to provide any more detail than this. Therefore, please provide store receipts or a complete, itemized list of the items purchased.

We appreciate your immediate attention to this request.

Yours very truly,

A black rectangular redaction box covering the signature of William Winkler.

William Winkler
Chief Financial Officer

cc: Mr. Craig Spray
Mr. Steve Hart

Date of Purchase	Amount
4/7/2004	\$ 575.00
5/11/2004	\$ 39,435.00
11/11/2004	\$ 875.00
11/8/2004	\$ 3,580.00
11/15/2004	\$ 260.00
10/5/2005	\$ 5,740.00
7/19/2006	\$ 11,075.00
5/30/2007	\$ 615.00
7/18/2007	\$ 3,240.00
7/30/2007	\$ 295.00
9/4/2007	\$ 1,255.00
8/20/2008	\$ 663.58
2/17/2009	\$ 10,200.00
2/17/2009	\$ 1,569.62
3/17/2009	\$ 2,156.88
3/20/2009	\$ 7,718.11
4/3/2009	\$ 2,835.04
7/6/2009	\$ 1,270.58
9/21/2009	\$ 915.00
12/9/2009	\$ 8,112.50
12/9/2009	\$ 1,100.00
2/17/2010	\$ 8,987.58
4/6/2010	\$ 1,985.00
10/27/2010	\$ 14,014.00
11/2/2010	\$ 1,795.00
2/22/2011	\$ 493.88
5/24/2011	\$ 4,309.26
5/24/2011	\$ 11,995.25
6/27/2011	\$ 728.75
11/3/2011	\$ 905.00
2/27/2012	\$ 17,480.00
3/11/2014	\$ 29,060.00
9/23/2014	\$ 15,050.00
9/23/2014	\$ 205.00
11/26/2014	\$ (585.00)
9/22/2015	\$ 39,000.00

2/2/2016 \$ 520.00
9/13/2016 \$ 4,185.00
2/12/2017 \$ 21,080.00

Total	\$ 274,695.03
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Exhibit 3

April 22, 2019

Via Email
Mr. Tyler Schropp
National Rifle Association
11250 Waples Mill Road
Fairfax, VA 22030

RE: Documentation of expenses incurred by Ackerman McQueen (AMc) and billed to the National Rifle Association (NRA)

Dear Mr. Schropp:

As you are well aware, one of the claims that has been asserted by the NRA in the Lawsuit against AMc is as follows:

“Out of Pocket’ expenses that lacked meaningful documentation of NRA approvals, receipts, or other support, despite the requirements set forth in the Services Agreement”

At Wayne LaPierre’s request, we issued you an American Express card with the intent to keep your business travel and entertainment confidential and secure. Due to NRA demands in the lawsuit, we are notifying you that you have failed to provide written approvals, receipts, and other support for expenses related to your travel, entertainment, etc. Thus, it is imperative that you provide this information timely so that we may comply with NRA requests for information.

We request that you furnish to us, in itemized detail, all approvals, receipts, and/or other support which will show documentation sufficient to meet the standards alleged per the Lawsuit for all the listed charges included as Attachment #1 (**total listed expenses \$454,842.89**) to this letter. At a minimum, the documentation should include date, business purpose and/or discussion, and who was present.

We appreciate your immediate attention to this request.

Yours very truly,



William Winkler
Chief Financial Officer

cc: Mr. Craig Spray
Mr. Steve Hart

All Credit Card Charges

Card Name	Charge Date	Purchased From
AMEX - Tyler Schropp	5/1/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/2/2013	FOUR SEASONS HOTEL F HOUSTON
AMEX - Tyler Schropp	5/6/2013	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	5/7/2013	HILTON THE CAFE 8929 HOUSTON
AMEX - Tyler Schropp	5/8/2013	ST REGIS HOUSTON ST HOUSTON
AMEX - Tyler Schropp	5/10/2013	ST REGIS HOUSTON ST HOUSTON
AMEX - Tyler Schropp	5/17/2013	MEADOWOOD NAPA VALLE SAINT HELE
AMEX - Tyler Schropp	5/17/2013	RESORTS ADVANCE DEPO PEBBLE BEA
AMEX - Tyler Schropp	5/25/2013	TINDER BOX - SP 8843 CHARLOTTE
AMEX - Tyler Schropp	5/28/2013	The Ritz Carlton Cha CHARLOTTE
AMEX - Tyler Schropp	5/28/2013	The Ritz Carlton Cha CHARLOTTE
AMEX - Tyler Schropp	5/28/2013	The Ritz Carlton Cha CHARLOTTE
AMEX - Tyler Schropp	6/6/2013	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	6/6/2013	FRATELLO'S 417000094 PINEHURST
AMEX - Tyler Schropp	6/7/2013	HERTZ CAR RENTAL RALEIGH
AMEX - Tyler Schropp	6/11/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/11/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/11/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/11/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/12/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/19/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/21/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/21/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/21/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/23/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/23/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/24/2013	MEADOWOOD NAPA VALLE SAINT HELE
AMEX - Tyler Schropp	6/24/2013	MEADOWOOD NAPA VALLE SAINT HELE
AMEX - Tyler Schropp	6/24/2013	MEADOWOOD NAPA VALLE SAINT HELE
AMEX - Tyler Schropp	6/24/2013	MEADOWOOD NAPA VALLE SAINT HELE
AMEX - Tyler Schropp	6/25/2013	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	6/26/2013	INN AT SPANISH BAY (PEBBLE BEA
AMEX - Tyler Schropp	7/1/2013	MEADOWOOD NAPA VALLE SAINT HELE
AMEX - Tyler Schropp	7/4/2013	MEADOWOOD NAPA VALLE SAINT HELE
AMEX - Tyler Schropp	7/6/2013	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	7/7/2013	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	7/25/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/31/2013	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	7/31/2013	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	8/1/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	8/6/2013	KINDLE-WALLSTREETJ 868-216-10
AMEX - Tyler Schropp	8/7/2013	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	8/7/2013	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	8/9/2013	THE PHOENICIAN RESOR SCOTTSDALE
AMEX - Tyler Schropp	8/14/2013	COLCORD HOTEL OKLAHOMA C

AMEX - Tyler Schropp	8/15/2013	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	8/15/2013	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	8/17/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	8/21/2013	PEERLESS RESTAURANT JOHNSON CI
AMEX - Tyler Schropp	8/21/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	8/24/2013	FASMA RT 409 00000000 BRISTOL
AMEX - Tyler Schropp	8/25/2013	SHELL OIL 5754517850 PILOT MOUN
AMEX - Tyler Schropp	8/25/2013	PINE CREST INN RESTA PINEHURST
AMEX - Tyler Schropp	8/25/2013	IHG BRLVAPMS BRISTOL
AMEX - Tyler Schropp	8/26/2013	IHG BRLVAPMS BRISTOL
AMEX - Tyler Schropp	8/26/2013	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	9/5/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/6/2013	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	9/6/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/9/2013	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	9/11/2013	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	9/13/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/18/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	9/18/2013	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	9/18/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	9/21/2013	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	9/24/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	9/25/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/26/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/26/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	9/27/2013	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	9/27/2013	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	9/27/2013	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	9/28/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/29/2013	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	9/30/2013	HALF MOON BAY GOLF L HALF MOON
AMEX - Tyler Schropp	9/30/2013	INN AT 5TH STREET MA EUGENE
AMEX - Tyler Schropp	10/2/2013	RITZ CARLTON HALF MO HALF MOON
AMEX - Tyler Schropp	10/3/2013	ENTERPRISE RENTACAR HOUSTON
AMEX - Tyler Schropp	10/4/2013	THE PHOENICIAN RESOR SCOTTSDALE
AMEX - Tyler Schropp	10/4/2013	ST REGIS HOUSTON ST HOUSTON
AMEX - Tyler Schropp	10/6/2013	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	10/6/2013	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	10/14/2013	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	10/14/2013	MARATHON PETROLEUM C CHARLOTTE
AMEX - Tyler Schropp	10/14/2013	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	10/14/2013	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	10/16/2013	Ironwood Cafe 882903 Southern P
AMEX - Tyler Schropp	10/16/2013	NATIONAL CAR RENTAL Charlotte
AMEX - Tyler Schropp	10/17/2013	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	10/18/2013	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	10/25/2013	SOUTHWEST AIRLINES (DALLAS
AMEX - Tyler Schropp	10/25/2013	SOUTHWEST AIRLINES (DALLAS
AMEX - Tyler Schropp	10/25/2013	PALM RESTAURANT NASHVILLE
AMEX - Tyler Schropp	10/26/2013	SOUTHWEST AIRLINES (DALLAS

AMEX - Tyler Schropp	10/26/2013	SOUTHWEST AIRLINES (DALLAS
AMEX - Tyler Schropp	10/26/2013	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	10/26/2013	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	10/29/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	10/31/2013	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	10/31/2013	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	11/3/2013	BOBS STEAK AND CHOP GRAPEVINE
AMEX - Tyler Schropp	11/5/2013	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	11/5/2013	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	11/6/2013	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	11/6/2013	SPORTS AUTHORI005363 ALEXANDRIA
AMEX - Tyler Schropp	11/21/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/23/2013	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	11/25/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/3/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/6/2013	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	12/10/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/11/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/13/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/18/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/19/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/20/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/21/2013	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	1/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	1/8/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	1/9/2014	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	1/19/2014	CASA DI AMORE 00-080 LAS VEGAS
AMEX - Tyler Schropp	1/20/2014	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	1/20/2014	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	1/20/2014	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	1/29/2014	OZZIE'S CORNER ITALI FAIRFAX
AMEX - Tyler Schropp	1/30/2014	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	1/30/2014	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	1/31/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	2/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	2/7/2014	HILTON WALDORF ASTOR ORLANDO
AMEX - Tyler Schropp	2/7/2014	HILTON WALDORF ASTOR ORLANDO
AMEX - Tyler Schropp	2/7/2014	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	2/11/2014	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	2/11/2014	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	2/15/2014	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	2/20/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	2/23/2014	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	2/27/2014	BOUCHON BISTRO BEVERLY HI
AMEX - Tyler Schropp	2/27/2014	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	2/28/2014	ANNUAL MEMBERSHIP RENEWAL FEE
AMEX - Tyler Schropp	2/28/2014	THE IVY 128000055112 LOS ANGELE
AMEX - Tyler Schropp	3/1/2014	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	3/3/2014	MIDWAY CAR RENTAL (W 866-717-68
AMEX - Tyler Schropp	3/4/2014	THE BEVERLY HILLS HO BEVERLY HI

AMEX - Tyler Schropp	3/4/2014	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	3/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	3/8/2014	PRO SHOP 702-770-25
AMEX - Tyler Schropp	3/11/2014	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	3/13/2014	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	3/13/2014	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	3/14/2014	MIDWAY CAR RENTAL (W 866-717-68
AMEX - Tyler Schropp	3/14/2014	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	3/14/2014	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	3/15/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	3/20/2014	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	3/22/2014	THE RITZ CARLTON DAL DALLAS
AMEX - Tyler Schropp	3/29/2014	HUTTON HOTEL 304345 NASHVILLE
AMEX - Tyler Schropp	3/29/2014	HUTTON HOTEL 304345 NASHVILLE
AMEX - Tyler Schropp	4/5/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	4/7/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	4/24/2014	THE CAPITAL GRILLE 8 INDIANAPOL
AMEX - Tyler Schropp	4/25/2014	NICKY BLAINE'S 00000 INDIANAPOL
AMEX - Tyler Schropp	4/26/2014	THE CAPITAL GRILLE 8 INDIANAPOL
AMEX - Tyler Schropp	4/27/2014	THE CAPITAL GRILLE 8 INDIANAPOL
AMEX - Tyler Schropp	4/28/2014	PRIME 47 INDIANAPOL
AMEX - Tyler Schropp	4/29/2014	CONRAD HOTEL INDIANP INDIANAPOL
AMEX - Tyler Schropp	4/29/2014	CONRAD HOTEL INDIANP INDIANAPOL
AMEX - Tyler Schropp	5/3/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	5/7/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/23/2014	SULLIVANS #8562 0000 CHARLOTTE
AMEX - Tyler Schropp	5/24/2014	SULLIVANS #8562 0000 CHARLOTTE
AMEX - Tyler Schropp	5/27/2014	WILCO #673 DANVILLE
AMEX - Tyler Schropp	5/27/2014	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	5/27/2014	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	5/28/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/30/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	6/11/2014	WALDORF ORLANDO 3323 ORLANDO
AMEX - Tyler Schropp	6/11/2014	WALDORF ORLANDO 3323 ORLANDO
AMEX - Tyler Schropp	6/11/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/13/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/14/2014	HICKORY TAVERNS SOUTHERN P
AMEX - Tyler Schropp	6/16/2014	EXXONMOBIL PINEHURST
AMEX - Tyler Schropp	6/17/2014	BALLANTYNE RESORT HO CHARLOTTE
AMEX - Tyler Schropp	6/20/2014	THE BROADMOOR RESRVA COLORADO S
AMEX - Tyler Schropp	7/1/2014	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	7/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	7/9/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/15/2014	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	7/18/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/30/2014	PINEHURST LODGING PINEHURST
AMEX - Tyler Schropp	7/30/2014	Ironwood Cafe 882903 Southern P
AMEX - Tyler Schropp	7/30/2014	HERTZ CAR RENTAL 800-654-41

AMEX - Tyler Schropp	7/30/2014	PINEHURST LODGING PINEHURST
AMEX - Tyler Schropp	8/7/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	8/20/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	8/21/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	8/28/2014	PASCAL'S MANALE NEW ORLEAN
AMEX - Tyler Schropp	8/29/2014	ENTERPRISE RENTACAR NEW ORLEAN
AMEX - Tyler Schropp	8/30/2014	WINDSOR COURT HOTEL NEW ORLEAN
AMEX - Tyler Schropp	9/5/2014	ENTERPRISE RENTACAR WEST COLUM
AMEX - Tyler Schropp	9/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	9/9/2014	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	9/11/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/18/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/19/2014	US AIRWAYS INC WOODLAND H
AMEX - Tyler Schropp	9/21/2014	HILTON OMAHA 97170 OMAHA
AMEX - Tyler Schropp	9/22/2014	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	9/22/2014	HILTON OMAHA 97170 OMAHA
AMEX - Tyler Schropp	9/23/2014	RITZ CARLTON HALF MO HALF MOON
AMEX - Tyler Schropp	9/24/2014	GRILL CONCEPTS - B 5 BEVERLY HI
AMEX - Tyler Schropp	9/24/2014	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	9/25/2014	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	9/26/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/26/2014	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	10/1/2014	THE BROADMOOR RESRVA COLORADO S
AMEX - Tyler Schropp	10/3/2014	PLATEPASS HERTZ TOLL SCOTTSDALE
AMEX - Tyler Schropp	10/3/2014	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	10/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	10/9/2014	FAIRFAX CIGAR TOWN I FAIRFAX
AMEX - Tyler Schropp	10/11/2014	WWWPLATEPASSCOM WWWP TEMPE
AMEX - Tyler Schropp	10/12/2014	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	10/14/2014	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	10/14/2014	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	10/14/2014	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	10/19/2014	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	10/20/2014	THE BROADMOOR LODGIN COLORADO S
AMEX - Tyler Schropp	10/22/2014	THE BROADMOOR LODGIN COLORADO S
AMEX - Tyler Schropp	10/24/2014	PALM RESTAURANT NASHVILLE
AMEX - Tyler Schropp	10/26/2014	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	10/26/2014	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	10/26/2014	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	11/1/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/2/2014	TRULUCKS TRULUCKS DALLAS
AMEX - Tyler Schropp	11/4/2014	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	11/4/2014	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	11/5/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	11/6/2014	LOWELL HOTEL 8819000 NEW YORK
AMEX - Tyler Schropp	11/6/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/6/2014	LOWELL HOTEL 8819000 NEW YORK
AMEX - Tyler Schropp	11/8/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/12/2014	LANDINIBROTHERS ALEXANDRIA

AMEX - Tyler Schropp	12/5/2014	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	12/5/2014	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	12/6/2014	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	12/11/2014	FAIRFAX CIGAR TOWN I FAIRFAX
AMEX - Tyler Schropp	12/17/2014	FAIRFAX CIGAR TOWN I FAIRFAX
AMEX - Tyler Schropp	12/19/2014	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	12/19/2014	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	12/31/2014	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	1/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	1/7/2015	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	1/7/2015	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	1/8/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	1/8/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	1/8/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	1/8/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	1/11/2015	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	1/14/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	1/17/2015	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	1/19/2015	FOUR SEASONS RESORT IRVING
AMEX - Tyler Schropp	1/22/2015	ZEFFIRINOS 084870008 LAS VEGAS
AMEX - Tyler Schropp	1/27/2015	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	1/27/2015	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	2/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	2/6/2015	CASA FUENTE CASA FUE LAS VEGAS
AMEX - Tyler Schropp	2/7/2015	STACK LAS VEGAS
AMEX - Tyler Schropp	2/10/2015	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	2/21/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	2/24/2015	CORP ONLINE PAYMENT REC'D THANK
AMEX - Tyler Schropp	2/26/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	2/26/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	3/1/2015	ANNUAL CORP GOLD MEMBERSHIP REN
AMEX - Tyler Schropp	3/1/2015	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	3/2/2015	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	3/2/2015	NATIONAL CAR RENTAL NASHVILLE
AMEX - Tyler Schropp	3/2/2015	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	3/2/2015	ADJUSTMENT
AMEX - Tyler Schropp	3/3/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	3/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	3/6/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	3/7/2015	JOES STONE CRAB VEGA LAS VEGAS
AMEX - Tyler Schropp	3/10/2015	BELLAGIO - PRIME LAS VEGAS
AMEX - Tyler Schropp	3/11/2015	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	3/11/2015	FOUR SEASONS HOTEL 4 LAS VEGAS
AMEX - Tyler Schropp	3/12/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	3/12/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	3/13/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	3/27/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	4/7/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	4/9/2015	THE STANDARD RESTAUR NASHVILLE
AMEX - Tyler Schropp	4/14/2015	HERMITAGE HOTEL 0000 NASHVILLE

AMEX - Tyler Schropp	4/28/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	4/29/2015	THE BROADMOOR RESRVA COLORADO S
AMEX - Tyler Schropp	5/1/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/5/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	5/7/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	5/12/2015	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	5/12/2015	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	5/15/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/16/2015	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	5/16/2015	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	5/21/2015	SULLIVANS #8562 0512 CHARLOTTE
AMEX - Tyler Schropp	6/2/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/4/2015	PELICAN HILL RESORT NEWPORT CO
AMEX - Tyler Schropp	6/5/2015	THE BROADMOOR LODGIN COLORADO S
AMEX - Tyler Schropp	6/6/2015	THE BROADMOOR LODGIN COLORADO S
AMEX - Tyler Schropp	6/6/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/7/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	6/7/2015	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	6/11/2015	PELICAN HILL RESORT NEWPORT CO
AMEX - Tyler Schropp	6/11/2015	PELICAN HILL RESORT NEWPORT CO
AMEX - Tyler Schropp	6/11/2015	CRAIG'S 0401 WEST HOLLY
AMEX - Tyler Schropp	6/11/2015	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	6/12/2015	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	6/12/2015	US AIRWAYS INC. WOODLAND H
AMEX - Tyler Schropp	6/12/2015	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	6/15/2015	SULLIVANS #8562 0512 CHARLOTTE
AMEX - Tyler Schropp	6/16/2015	BALLANTYNE RESORT HO CHARLOTTE
AMEX - Tyler Schropp	6/17/2015	PINEHURST LODGING PINEHURST
AMEX - Tyler Schropp	6/23/2015	PLATEPASSHERTZTOLLS SCOTTSDALE
AMEX - Tyler Schropp	6/23/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/27/2015	SONOMA GOLF CLUB 101 SONOMA
AMEX - Tyler Schropp	6/30/2015	LOEWS REGENCY SAN FR SAN FRANCI
AMEX - Tyler Schropp	6/30/2015	LOEWS REGENCY SAN FR SAN FRANCI
AMEX - Tyler Schropp	6/30/2015	FAIRMONT SONOMA MISS SONOMA
AMEX - Tyler Schropp	6/30/2015	FAIRMONT SONOMA MISS SONOMA
AMEX - Tyler Schropp	6/30/2015	LOEWS REGENCY SAN FR SAN FRANCI
AMEX - Tyler Schropp	6/30/2015	LOEWS REGENCY SAN FR SAN FRANCI
AMEX - Tyler Schropp	7/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	7/8/2015	FAIRFAX CIGAR TOWN I FAIRFAX
AMEX - Tyler Schropp	7/9/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/14/2015	LANDINIBROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/24/2015	OZZIE'S CORNER ITALI FAIRFAX
AMEX - Tyler Schropp	8/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	8/7/2015	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	8/11/2015	RESORTS ADVANCE DEPO PEBBLE BEA
AMEX - Tyler Schropp	8/14/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	8/22/2015	PINEHURST LODGING PINEHURST
AMEX - Tyler Schropp	8/24/2015	HOLIDAY INN BRISTOL BRISTOL
AMEX - Tyler Schropp	8/28/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/4/2015	RESORTS ADVANCE DEPO PEBBLE BEA

AMEX - Tyler Schropp	9/7/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	9/9/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	9/9/2015	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	9/15/2015	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	9/19/2015	THE IVY 128000055112 LOS ANGELE
AMEX - Tyler Schropp	9/20/2015	BEVERLY HILLS CAB CO LOS ANGELE
AMEX - Tyler Schropp	9/21/2015	INN AT SPANISH BAY (PEBBLE BEA
AMEX - Tyler Schropp	9/21/2015	MIDWAY CAR RENTAL (W 866-717-68
AMEX - Tyler Schropp	9/21/2015	SPANISH BAY PRO SHOP PEBBLE BEA
AMEX - Tyler Schropp	9/21/2015	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	9/21/2015	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	9/22/2015	RITZ CARLTON HALF MO HALF MOON
AMEX - Tyler Schropp	9/25/2015	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	9/26/2015	RESORTS ADVANCE DEPO PEBBLE BEA
AMEX - Tyler Schropp	9/26/2015	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	9/26/2015	UNITED AIRLINES WOODLAND H
AMEX - Tyler Schropp	10/1/2015	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	10/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	10/10/2015	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	10/11/2015	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	10/12/2015	HILTON OMAHA 97170 OMAHA
AMEX - Tyler Schropp	10/14/2015	EXXONMOBIL 4542 LEWISTON
AMEX - Tyler Schropp	10/15/2015	WYNDHAM WINGATE SPOK SPOKANE
AMEX - Tyler Schropp	10/15/2015	HERTZ RENT A CAR HER SPOKANE
AMEX - Tyler Schropp	10/15/2015	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	10/19/2015	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	10/21/2015	BL - HOTEL VANDIVORT SPRINGFIEL
AMEX - Tyler Schropp	10/21/2015	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	10/22/2015	THE STANDARD RESTRAU 176 ROSA P
AMEX - Tyler Schropp	10/23/2015	BOB'S STEAK & CHOP N NASHVILLE
AMEX - Tyler Schropp	10/23/2015	FRANKLIN CIGAR 00-08 FRANKLIN
AMEX - Tyler Schropp	10/24/2015	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	10/24/2015	HERMITAGE HOTEL 0000 NASHVILLE
AMEX - Tyler Schropp	10/27/2015	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	11/1/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/4/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	11/9/2015	COOL RIVER 475 IRVING
AMEX - Tyler Schropp	11/12/2015	FOUR SEASONS DALLAS IRVING
AMEX - Tyler Schropp	11/12/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	11/12/2015	FOUR SEASONS DALLAS IRVING
AMEX - Tyler Schropp	12/1/2015	ROYAL BEACH HOTEL TE tel aviv
AMEX - Tyler Schropp	12/1/2015	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	12/4/2015	SMOK SHOP - MAMILA JERUSALEM
AMEX - Tyler Schropp	12/6/2015	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	12/9/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/10/2015	CORP ONLINE PAYMENT REC'D THANK
AMEX - Tyler Schropp	12/11/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/15/2015	OZZIE'S CORNER ITALI FAIRFAX
AMEX - Tyler Schropp	12/17/2015	FOUR SEASONS LAS VEG LAS VEGAS

AMEX - Tyler Schropp	12/21/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/22/2015	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	12/22/2015	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	1/6/2016	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	1/8/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	1/9/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	1/13/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	1/15/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	1/19/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	1/22/2016	IL FORNAIO - CANALET LAS VEGAS
AMEX - Tyler Schropp	1/22/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	1/29/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	2/1/2016	TAVERIVA TONY 0000 MALIBU
AMEX - Tyler Schropp	2/3/2016	MIDWAY CAR RENTAL WL 866-717-68
AMEX - Tyler Schropp	2/3/2016	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	2/4/2016	HAKKASAN LV REST LAS VEGAS
AMEX - Tyler Schropp	2/5/2016	DAVIDOFF OF GENEVA 0 LAS VEGAS
AMEX - Tyler Schropp	2/6/2016	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	2/8/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	2/9/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	2/18/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/18/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/18/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/19/2016	SALT LIFE 1 SALT LIF JACKSONVIL
AMEX - Tyler Schropp	2/19/2016	HERTZ CAR RENTAL 800-654-41
AMEX - Tyler Schropp	2/20/2016	TPC AT SAWGRASS 4166 PONTE VEDR
AMEX - Tyler Schropp	2/22/2016	SHORES AT DAYTONA 21 DAYTONA BE
AMEX - Tyler Schropp	2/22/2016	KIAWAH ISLND GLF RSR KIAWAH ISL
AMEX - Tyler Schropp	2/22/2016	KIAWAH ISLND GLF RSR KIAWAH ISL
AMEX - Tyler Schropp	2/22/2016	SHORES AT DAYTONA 21 DAYTONA BE
AMEX - Tyler Schropp	2/25/2016	Truluck's - Houston Houston
AMEX - Tyler Schropp	2/25/2016	ST REGIS HOUSTON ST HOUSTON
AMEX - Tyler Schropp	2/26/2016	DOUBLETREE BY HILTON MIDLAND
AMEX - Tyler Schropp	2/26/2016	DOUBLETREE BY HILTON MIDLAND
AMEX - Tyler Schropp	2/27/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/29/2016	ANNUAL CORP GOLD MEMBERSHIP REN
AMEX - Tyler Schropp	3/2/2016	NATIONAL CAR RENTAL HOUSTON
AMEX - Tyler Schropp	3/4/2016	CAPITAL GRILLE080200 LAS VEGAS
AMEX - Tyler Schropp	3/4/2016	DAVIDOFF OF GENEVA 0 LAS VEGAS
AMEX - Tyler Schropp	3/6/2016	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	3/6/2016	MIRAGE - SHADOW CREE LAS VEGAS
AMEX - Tyler Schropp	3/7/2016	PLATEPASSHERTZTOLLS MESA
AMEX - Tyler Schropp	3/7/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	3/7/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	3/11/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	3/16/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	3/28/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	3/28/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	3/30/2016	CORP ONLINE PAYMENT REC'D THANK
AMEX - Tyler Schropp	4/6/2016	KIAWAH ISLND GLF RSR KIAWAH ISL

AMEX - Tyler Schropp	4/6/2016	KIAWAH ISLND GLF RSR KIAWAH ISL
AMEX - Tyler Schropp	4/6/2016	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	4/6/2016	TRAVEL AGENCY SERVIC WOODLAND H
AMEX - Tyler Schropp	4/6/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	4/11/2016	Bob's Steak & Chop H Grapevine
AMEX - Tyler Schropp	4/13/2016	HERTZ CAR RENTAL 800-854-41
AMEX - Tyler Schropp	4/13/2016	FOUR SEASONS DALLAS IRVING
AMEX - Tyler Schropp	4/14/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	4/25/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	4/28/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/4/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	5/6/2016	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	5/18/2016	CARNEGIE HOTEL CARNE JOHNSON CI
AMEX - Tyler Schropp	5/18/2016	CARNEGIE HOTEL CARNE JOHNSON CI
AMEX - Tyler Schropp	5/18/2016	CARNEGIE HOTEL CARNE JOHNSON CI
AMEX - Tyler Schropp	5/18/2016	CARNEGIE HOTEL CARNE JOHNSON CI
AMEX - Tyler Schropp	5/20/2016	LE MOO 6500000084645 LOUISVILLE
AMEX - Tyler Schropp	5/22/2016	LE MOO 6500000084645 LOUISVILLE
AMEX - Tyler Schropp	5/23/2016	21C LOUISVILLE LOUISVILLE
AMEX - Tyler Schropp	5/25/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/3/2016	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	6/3/2016	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	6/6/2016	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	6/7/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/14/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/15/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/20/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	6/21/2016	FAIRMONT SONOMA MISS SONOMA
AMEX - Tyler Schropp	6/22/2016	PINEHURST LODGING PINEHURST
AMEX - Tyler Schropp	6/22/2016	PINEHURST LODGING PINEHURST
AMEX - Tyler Schropp	6/24/2016	NEW YORK PRIME 0050 ATLANTA
AMEX - Tyler Schropp	6/25/2016	RITZ CARLTON BUCKHEA ATLANTA
AMEX - Tyler Schropp	7/1/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/7/2016	KINDLE-WALLSTREETJ 866-216-10
AMEX - Tyler Schropp	7/12/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/14/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/21/2016	LANDINI BROTHERS ALEXANDRIA
AMEX - Tyler Schropp	7/29/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	7/29/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	8/4/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	8/5/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	8/5/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	8/5/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	8/6/2016	KINDLE-WALLSTREETJ 866-216-1072
AMEX - Tyler Schropp	8/6/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	8/7/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	8/10/2016	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	8/11/2016	ALASKA AIRLINES INC. WOODLAND H
AMEX - Tyler Schropp	8/11/2016	THE KINGSIDE NEW YORK NY
AMEX - Tyler Schropp	8/11/2016	ALASKA AIRLINES INC. WOODLAND H

AMEX - Tyler Schropp	8/13/2016	LOWELL HOTEL 8819000 NEW YORK NY
AMEX - Tyler Schropp	8/22/2016	CARNEGIE HOTEL CARNE JOHNSON CI
AMEX - Tyler Schropp	8/25/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	8/30/2016	BOUCHON BISTRO BEVERLY HILLS CA
AMEX - Tyler Schropp	8/31/2016	CRAIG'S. 0401 WEST HOLLYWOO CA
AMEX - Tyler Schropp	9/2/2016	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	9/2/2016	MCAR WLA LOS ANGELES CA
AMEX - Tyler Schropp	9/2/2016	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	9/7/2016	KINDLE-WALLSTREETJ 866-216-1072
AMEX - Tyler Schropp	9/9/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	9/13/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	9/16/2016	COLCORD HOTEL OKLAHOMA CITY OK
AMEX - Tyler Schropp	9/17/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	9/17/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	9/19/2016	RITZ CARLTON HALF MO HALF MOON
AMEX - Tyler Schropp	9/20/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	9/21/2016	6601118 - UNION STRE SAN FRANCI
AMEX - Tyler Schropp	9/21/2016	RITZ CARLTON HALF MO HALF MOON
AMEX - Tyler Schropp	9/21/2016	RITZ CARLTON HALF MO HALF MOON
AMEX - Tyler Schropp	9/23/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	9/27/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	9/30/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	9/30/2016	THE GIRL & THE FIG 0 SONOMA CA
AMEX - Tyler Schropp	10/2/2016	HERTZ CAR RENTAL 800-654-4173 CA
AMEX - Tyler Schropp	10/3/2016	LAFAYETTE PARK HOTEL LAFAYETTE
AMEX - Tyler Schropp	10/4/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	10/6/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	10/7/2016	KINDLE-WALLSTREETJ 866-216-1072
AMEX - Tyler Schropp	10/20/2016	HERTZ CAR RENTAL 800-654-4173 NM
AMEX - Tyler Schropp	10/24/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	10/24/2016	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	10/24/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	11/6/2016	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	11/6/2016	AMAZON DIGITAL SVCS 866-216-107
AMEX - Tyler Schropp	11/6/2016	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	11/9/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	11/10/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	11/10/2016	SG ROI TOBACCONIST OMAHA NE
AMEX - Tyler Schropp	11/10/2016	DELTA AIR LINES INC WOODLAND H
AMEX - Tyler Schropp	11/11/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	11/11/2016	UPSTREAM BREWING COM OMAHA NE
AMEX - Tyler Schropp	11/14/2016	BP#6608889HARTFORD B HARTFORD SD
AMEX - Tyler Schropp	11/17/2016	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	11/18/2016	PRAIRIE STOP TESO470 WATERTOWN
AMEX - Tyler Schropp	11/18/2016	HERTZ CAR RENTAL 800-654-4173 NE
AMEX - Tyler Schropp	11/19/2016	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	11/20/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/1/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	12/1/2016	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	12/1/2016	AMERICAN AIRLINES IN WOODLAND H

AMEX - Tyler Schropp	12/6/2016	AMAZON DIGITAL SVCS 866-216-107
AMEX - Tyler Schropp	12/7/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/9/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/10/2016	DAYTONA SHORES RESOR DAYTONA BE
AMEX - Tyler Schropp	12/11/2016	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/13/2016	FOUR SEASONS BOURBON WASHINGTON
AMEX - Tyler Schropp	12/19/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	12/19/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	12/19/2016	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	12/22/2016	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	1/6/2017	AMAZON DIGITAL SVCS 866-216-107
AMEX - Tyler Schropp	1/18/2017	JOES STONE CRAB VEGA LAS VEGAS
AMEX - Tyler Schropp	1/18/2017	CHARLIE PALMER STEAK LAS VEGAS
AMEX - Tyler Schropp	1/20/2017	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	1/22/2017	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	1/31/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	1/31/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/3/2017	JOES STONE CRAB VEGA LAS VEGAS
AMEX - Tyler Schropp	2/4/2017	CIGAR BAR LAS VEGAS NV
AMEX - Tyler Schropp	2/5/2017	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	2/6/2017	AMAZON DIGITAL SVCS 866-216-107
AMEX - Tyler Schropp	2/8/2017	CRUSTACEAN BEVERLY HILLS CA
AMEX - Tyler Schropp	2/9/2017	GRAND HAVANA 301 CANON CA
AMEX - Tyler Schropp	2/10/2017	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	2/10/2017	MCAR WLA LOS ANGELES CA
AMEX - Tyler Schropp	2/10/2017	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	2/11/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/11/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/18/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/18/2017	TRAVEL AGENCY SERVIC WOODLAND H
AMEX - Tyler Schropp	2/18/2017	LODGE HOTEL PONTE VEDRA BEACH FL
AMEX - Tyler Schropp	2/18/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/23/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	2/26/2017	TPC AT SAWGRASS 4166 PONTE VEDR
AMEX - Tyler Schropp	2/27/2017	SHELL OIL 1248059800 DEBARY FL
AMEX - Tyler Schropp	2/27/2017	DAYTONA SHORES RESOR DAYTONA BE
AMEX - Tyler Schropp	2/28/2017	DAYTONA SHORES RESOR DAYTONA BE
AMEX - Tyler Schropp	3/1/2017	ANNUAL CORP GOLD MEMBERSHIP REN
AMEX - Tyler Schropp	3/3/2017	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	3/3/2017	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	3/3/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	3/4/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	3/6/2017	AMAZON DIGITAL SVCS 866-216-107
AMEX - Tyler Schropp	3/10/2017	ST LOUIS AIRPORT MAR SAINT LOUI
AMEX - Tyler Schropp	3/22/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	3/28/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	3/30/2017	DUGANS PUB 101001002 PINEHURST
AMEX - Tyler Schropp	3/31/2017	EXXONMOBIL 4548 BRACEY VA
AMEX - Tyler Schropp	4/5/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	4/6/2017	AMAZON DIGITAL SVCS 866-216-107

AMEX - Tyler Schropp	4/7/2017	DELTA AIR LINES INC. WOODLAND H
AMEX - Tyler Schropp	4/11/2017	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	4/11/2017	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	4/15/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	4/17/2017	KIAWAH ISLAND GOLF R KIAWAH ISL
AMEX - Tyler Schropp	4/22/2017	KIAWAH ISLAND GOLF R KIAWAH ISL
AMEX - Tyler Schropp	4/22/2017	KIAWAH ISLAND GOLF R KIAWAH ISL
AMEX - Tyler Schropp	4/22/2017	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	4/23/2017	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	5/1/2017	FOUR SEASONS ATLANTA ATLANTA GA
AMEX - Tyler Schropp	5/2/2017	THE RITZ CARLTON ATL ATLANTA GA
AMEX - Tyler Schropp	5/7/2017	AMAZON DIGITAL SVCS 866-216-107
AMEX - Tyler Schropp	5/11/2017	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	5/11/2017	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	5/14/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	5/16/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	5/16/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	5/21/2017	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	5/21/2017	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	5/21/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	5/25/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	5/25/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	5/26/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	5/26/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	5/31/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	6/2/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	6/6/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	6/7/2017	AMAZON DIGITAL SVCS 866-216-107
AMEX - Tyler Schropp	6/15/2017	CASA DE MONTECRISTO DALLAS TX
AMEX - Tyler Schropp	6/15/2017	CAPITAL GRILLE080127 DALLAS TX
AMEX - Tyler Schropp	6/16/2017	HERTZ CAR RENTAL 800-654-4173 TX
AMEX - Tyler Schropp	6/17/2017	MANSIONONTURTLECREEK DALLAS TX
AMEX - Tyler Schropp	6/29/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	7/6/2017	KINDLE-WALLSTREETJ 866-216-1072
AMEX - Tyler Schropp	7/15/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	7/15/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	7/25/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	7/25/2017	AMERICAN AIRLINES IN WOODLAND H
AMEX - Tyler Schropp	7/28/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	8/2/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	8/4/2017	BRITISH AIRWAYS USA US
AMEX - Tyler Schropp	8/7/2017	KINDLE-WALLSTREETJ 866-216-1072
AMEX - Tyler Schropp	8/10/2017	TINDER BOX - SP 0000 CHARLOTTE
AMEX - Tyler Schropp	8/10/2017	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	8/11/2017	SULLIVANS #8562 0512 CHARLOTTE
AMEX - Tyler Schropp	8/11/2017	BAKU 00A7 CHARLOTTE NC
AMEX - Tyler Schropp	8/12/2017	WESTIN CHARLOTTE WES CHARLOTTE
AMEX - Tyler Schropp	8/16/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	8/17/2017	EXXONMOBIL 4211 DALEVILLE VA
AMEX - Tyler Schropp	8/18/2017	THE OLDE FARM BRISTOL VA

AMEX - Tyler Schropp	8/20/2017	THE OLDE FARM 329394 BRISTOL VA
AMEX - Tyler Schropp	8/21/2017	SHELL OIL 5754517690 MOUNT AIRY
AMEX - Tyler Schropp	8/21/2017	IRONWOOD 46168200107 PINEHURST
AMEX - Tyler Schropp	8/22/2017	PINEHURST LODGING PINEHURST NC
AMEX - Tyler Schropp	8/22/2017	PINEHURST LODGING PINEHURST NC
AMEX - Tyler Schropp	8/23/2017	EXXONMOBIL 4562 GOLDSBORO NC
AMEX - Tyler Schropp	9/7/2017	KINDLE-WALLSTREETJ 866-216-1072
AMEX - Tyler Schropp	9/7/2017	OVERLAND PARK MARRIO OVERLAND P
AMEX - Tyler Schropp	9/10/2017	HOTEL VANDIVORT 6500 SPRINGFIEL
AMEX - Tyler Schropp	9/11/2017	HERTZ CAR RENTAL 800-654-4173 MO
AMEX - Tyler Schropp	9/12/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	9/16/2017	ALASKA AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	9/20/2017	COOL RIVER 475 IRVING TX
AMEX - Tyler Schropp	9/21/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	9/24/2017	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	9/24/2017	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	9/25/2017	HERTZ CAR RENTAL 800-654-4173 TX
AMEX - Tyler Schropp	9/27/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	10/3/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	10/4/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	10/4/2017	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	10/4/2017	VILLAGE ON CANON AMC BEVERLY HI
AMEX - Tyler Schropp	10/4/2017	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	10/4/2017	MCAR WLA LOS ANGELES CA
AMEX - Tyler Schropp	10/4/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	10/4/2017	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	10/6/2017	KINDLE-WALLSTREETJ 888-482-7820
AMEX - Tyler Schropp	10/6/2017	THE RITZ CARLTON DAL DALLAS TX
AMEX - Tyler Schropp	10/10/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	10/13/2017	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	10/13/2017	THE RITZ CARLTON CHA CHARLOTTE
AMEX - Tyler Schropp	10/13/2017	HERTZ CAR RENTAL 800-654-4173 NC
AMEX - Tyler Schropp	10/19/2017	FOUR SEASONS CHICAGO CHICAGO IL
AMEX - Tyler Schropp	10/20/2017	THE HERMITAGE HOTEL NASHVILLE TN
AMEX - Tyler Schropp	10/22/2017	HERTZ CAR RENTAL 800-654-4173 IL
AMEX - Tyler Schropp	10/23/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	10/25/2017	FOUR SEASONS ORLANDO GOLDEN OAK
AMEX - Tyler Schropp	10/27/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	10/31/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	11/1/2017	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	11/3/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	11/5/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	11/6/2017	KINDLE-WALLSTREETJ 888-482-7820
AMEX - Tyler Schropp	11/7/2017	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	11/7/2017	HERTZ CAR RENTAL 800-654-4173 TX
AMEX - Tyler Schropp	11/7/2017	DELTA AIR LINES WOODLAND HLS CA
AMEX - Tyler Schropp	11/7/2017	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	11/8/2017	UNITED AIRLINES HOUSTON TX
AMEX - Tyler Schropp	11/10/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	11/10/2017	AMERICAN AIRLINES WOODLAND HLS

AMEX - Tyler Schropp	11/11/2017	BP#9755596EAU GALLIE MELBOURNE
AMEX - Tyler Schropp	11/13/2017	FOUR SEASONS ORLANDO GOLDEN OAK
AMEX - Tyler Schropp	11/22/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	11/28/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	11/28/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	11/29/2017	COASTAL FLATS FAIRFAX VA
AMEX - Tyler Schropp	12/2/2017	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	12/4/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/6/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/6/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/7/2017	KINDLE-WALLSTREETJ 888-802-3080
AMEX - Tyler Schropp	12/13/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/13/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	12/13/2017	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	12/15/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/17/2017	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	12/20/2017	WALDORF ROOSEVELT HO NEW ORLEAN
AMEX - Tyler Schropp	12/20/2017	WALDORF ROOSEVELT HO NEW ORLEAN
AMEX - Tyler Schropp	1/4/2018	UP IN SMOKE - UPTOWN Dallas TX
AMEX - Tyler Schropp	1/5/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/5/2018	COOL RIVER 475 IRVING TX
AMEX - Tyler Schropp	1/5/2018	HERTZ CAR RENTAL 800-654-4173 OK
AMEX - Tyler Schropp	1/6/2018	TEXAS SPICE OMNI DCC DALLAS TX
AMEX - Tyler Schropp	1/7/2018	KINDLE-WALLSTREETJ 888-802-3080
AMEX - Tyler Schropp	1/7/2018	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	1/7/2018	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	1/9/2018	HERTZ CAR RENTAL 800-654-4173 TX
AMEX - Tyler Schropp	1/9/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	1/10/2018	FOUR SEASONS ORLANDO GOLDEN OAK
AMEX - Tyler Schropp	1/10/2018	FOUR SEASONS ORLANDO GOLDEN OAK
AMEX - Tyler Schropp	1/15/2018	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	1/16/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/16/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/16/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/16/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/17/2018	HERTZ TOLL CHARGE-AT MESA AZ
AMEX - Tyler Schropp	1/18/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/19/2018	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	1/21/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	1/24/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/24/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/26/2018	IL FORNAIO - CANALET LAS VEGAS
AMEX - Tyler Schropp	1/26/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/27/2018	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	1/28/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/29/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	1/31/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	2/2/2018	JOES STONE CRAB VEGA LAS VEGAS
AMEX - Tyler Schropp	2/3/2018	PALM RESTAURANT LAS VEGAS NV
AMEX - Tyler Schropp	2/3/2018	CIGAR BAR LAS VEGAS NV

AMEX - Tyler Schropp	2/4/2018	GRILL CONCEPTS - B 5 BEVERLY HI
AMEX - Tyler Schropp	2/4/2018	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	2/5/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	2/6/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	2/6/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	2/7/2018	KINDLE-WALLSTREETJ 888-802-3080
AMEX - Tyler Schropp	2/7/2018	ABM PARKING WESTLAWN LOS ANGELE
AMEX - Tyler Schropp	2/8/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	2/8/2018	MCAR BHW 866-717-6802 CA
AMEX - Tyler Schropp	2/9/2018	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	2/9/2018	THE BEVERLY HILLS HO BEVERLY HI
AMEX - Tyler Schropp	2/16/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	2/17/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	2/17/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	2/23/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	2/28/2018	ANNUAL CORP GOLD MEMBERSHIP REN
AMEX - Tyler Schropp	3/1/2018	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	3/1/2018	VIRGIN AMERICA WOODLAND HLS CA
AMEX - Tyler Schropp	3/3/2018	FOUR SEASONS SCOTTSD SCOTTSDALE
AMEX - Tyler Schropp	3/3/2018	FOUR SEASONS SCOTTSD SCOTTSDALE
AMEX - Tyler Schropp	3/4/2018	SUSHI ROKU - LAS VEG LAS VEGAS
AMEX - Tyler Schropp	3/5/2018	CIGAR BAR LAS VEGAS NV
AMEX - Tyler Schropp	3/5/2018	GO RENTALS SDL SCOTTSDALE AZ
AMEX - Tyler Schropp	3/5/2018	FOUR SEASONS LAS VEG LAS VEGAS
AMEX - Tyler Schropp	3/7/2018	KINDLE-WALLSTREETJ 888-802-3080
AMEX - Tyler Schropp	3/10/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	3/10/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	3/11/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	3/20/2018	SHELL OIL 5323782025 HENDERSON
AMEX - Tyler Schropp	3/21/2018	DUGAN'S PUB 00255881 PINEHURST
AMEX - Tyler Schropp	3/22/2018	PINEHURST LODGING PINEHURST NC
AMEX - Tyler Schropp	3/22/2018	SHELL OIL 5323782025 HENDERSON
AMEX - Tyler Schropp	3/22/2018	PINEHURST LODGING PINEHURST NC
AMEX - Tyler Schropp	3/23/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	3/25/2018	UNITED AIRLINES WOODLAND HLS CA
AMEX - Tyler Schropp	3/26/2018	LAFAYETTE PARK HOTEL LAFAYETTE
AMEX - Tyler Schropp	3/26/2018	LAFAYETTE PARK HOTEL LAFAYETTE
AMEX - Tyler Schropp	4/6/2018	KINDLE-WALLSTREETJ 888-802-3080
AMEX - Tyler Schropp	4/6/2018	COOL RIVER 475 IRVING TX
AMEX - Tyler Schropp	4/8/2018	HARD 8 BBQ COPPELL COPPELL TX
AMEX - Tyler Schropp	4/8/2018	CASA DE MONTECRISTO DALLAS TX
AMEX - Tyler Schropp	4/10/2018	HERTZ CAR RENTAL 800-654-4173 TX
AMEX - Tyler Schropp	4/10/2018	FOUR SEASONS DALLAS IRVING TX
AMEX - Tyler Schropp	4/22/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	5/4/2018	PERRY'S DALLAS DALLAS TX
AMEX - Tyler Schropp	5/5/2018	COOL RIVER 475 IRVING TX
AMEX - Tyler Schropp	5/6/2018	KINDLE-WALLSTREETJ 888-802-3080
AMEX - Tyler Schropp	5/7/2018	MANSIONONTURTLECREEK DALLAS TX
AMEX - Tyler Schropp	5/9/2018	FOUR SEASONS ORLANDO GOLDEN OAK
AMEX - Tyler Schropp	5/9/2018	MANSIONONTURTLECREEK DALLAS TX

AMEX - Tyler Schropp	5/26/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	6/6/2018	KINDLE NEWSPAPER 866-321-8851 WA
AMEX - Tyler Schropp	6/14/2018	DEL FRISCOS 8680 051 PHILADELPH
AMEX - Tyler Schropp	6/15/2018	EXXONMOBIL 4782 ALEXANDRIA VA
AMEX - Tyler Schropp	6/15/2018	WHITE DOG CAFE HAVER HAVERFORD
AMEX - Tyler Schropp	6/15/2018	AMERICAN HOTEL FREEHOLD NJ
AMEX - Tyler Schropp	6/15/2018	THE RITZ CARLTON PHI PHILADELPH
AMEX - Tyler Schropp	6/19/2018	SUNOCO 0437451800 04 CHRISTIANS
AMEX - Tyler Schropp	6/21/2018	BP#8289928CIRCLE K S DURHAM NC
AMEX - Tyler Schropp	6/21/2018	SHELL OIL 5754556480 MATTHEWS NC
AMEX - Tyler Schropp	6/22/2018	CAPITAL CITY CHOP HO MORRISVILL
AMEX - Tyler Schropp	6/25/2018	WESTIN CHARLOTTE WES CHARLOTTE
AMEX - Tyler Schropp	6/27/2018	SWEETWATER 50 FALLS CHURCH VA
AMEX - Tyler Schropp	6/27/2018	LANDINI BROTHERS ALEXANDRIA VA
AMEX - Tyler Schropp	7/6/2018	KINDLE NEWSPAPER 866-321-8851 WA
AMEX - Tyler Schropp	7/14/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	7/18/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	7/27/2018	HERTZ CAR RENTAL 800-654-4173 NC
AMEX - Tyler Schropp	7/27/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	7/28/2018	WESTIN CHARLOTTE WES CHARLOTTE
AMEX - Tyler Schropp	7/29/2018	AMERICAN AIRLINES WOODLAND HLS
AMEX - Tyler Schropp	7/30/2018	FOUR SEASONS ORLANDO GOLDEN OAK
AMEX - Tyler Schropp	8/6/2018	KINDLE NEWSPAPER 866-321-8851 WA
AMEX - Tyler Schropp	9/6/2018	NEWSSTAND 866-321-8851 WA

Grand Total

Attachment #1

Total	Charge Description
\$ 324.07	REF# 00000000000 7038368404
\$ 100.44	REF# 0010306819 (713)850-1300
\$ 21.62	REF# E4A0QHAQG21 DIGITAL
\$ 50.22	REF# 0014575850 (713)739-8000
\$ 1,990.52	FOL# 00733128 LODGING
\$ 1,591.20	FOL# 00733128 LODGING
\$ 1,749.94	FOL# 4177551 LODGING
\$ 2,910.42	FOL# 0174250461 LODGING
\$ 578.68	REF# 009919 CIGAR STORE & ST
\$ 68.47	FOL# 1734841 LODGING
\$ 1,807.82	FOL# 1734842 LODGING
\$ 2,899.29	FOL# 1734841 LODGING
\$ 21.62	REF# LOEMFTDT68C DIGITAL
\$ 106.85	REF# 658000024 9102159800
\$ 206.32	R/A# 116792955 AUTOMOBILE RE
\$ 1,373.90	TKT# 01672480557812 AIRLINE/AIR C
\$ 1,373.90	TKT# 01672480557801 AIRLINE/AIR C
\$ 1,926.80	TKT# 01672480557834 AIRLINE/AIR C
\$ 1,926.80	TKT# 01672480557823 AIRLINE/AIR C
\$ 110.11	REF# 00000000000 7038368404
\$ 146.16	REF# 00000000000 7038368404
\$ 144.80	REF# 00000000000 7038368404
\$ 1,926.80	TKT# 01672480557856 AIRLINE/AIR C
\$ 1,926.80	TKT# 01672480557845 AIRLINE/AIR C
\$ (1,926.80)	TKT# 01672480557826 AIRLINE/AIR C
\$ (1,926.80)	TKT# 01672480557830 AIRLINE/AIR C
\$ (1,941.66)	FOL# 4212532 LODGING
\$ (1,941.66)	FOL# 4212574 LODGING
\$ 1,941.66	FOL# 4212541 LODGING
\$ 2,651.11	FOL# 4211611 LODGING
\$ 223.74	R/A# 128153955 AUTOMOBILE RE
\$ 274.72	FOL# 0174250462 LODGING
\$ 1,780.88	FOL# 4219071 LODGING
\$ 718.20	FOL# 4221351 LODGING
\$ 21.62	REF# IKG8KH77YQ7 DIGITAL
\$ 1,238.19	R/A# 140519702 AUTOMOBILE RE
\$ 249.05	REF# 00000000000 7038368404
\$ 1,560.80	TKT# 00172480558110 AIRLINE/AIR C
\$ 1,560.80	TKT# 00172480558106 AIRLINE/AIR C
\$ 153.11	REF# 00000000000 7038368404
\$ 21.62	REF# KQ7I3JV4F1Q DIGITAL
\$ 469.28	FOL# 0068798010 LODGING
\$ 491.68	FOL# 0068798259 LODGING
\$ 989.21	FOL# 01243099 LODGING
\$ 384.73	FOL# 864489 LODGING

\$	5.13	FOL# 0031973462	LODGING
\$	558.93	FOL# 0031973263	LODGING
\$	199.72	REF# 00000000000	7038368404
\$	191.85	REF# 999117027	423-282-2351
\$	219.42	REF# 00000000000	7038368404
\$	58.00	REF# 000022942	2766693160
\$	23.61	REF# 0647032	AUTO FUEL DISPEN
\$	119.81	REF# 100076	LODGING
\$	1,189.86	FOL# 1992814	LODGING
\$	21.25	FOL# 1992814	LODGING
\$	946.08	R/A# 169222535	AUTOMOBILE RE
\$	139.05	REF# 00000000000	7038368404 TS
\$	21.62	REF# U6M184R2FZ4	DIGITAL TS
\$	502.33	REF# 00000000000	7038368404 TS
\$	89.15	R/A# M69888210	AUTOMOBILE RE TS
\$	826.90	TKT# 00672480558466	AIRLINE/AIR C TS
\$	412.38	REF# 00000000000	7038368404 TS
\$	975.90	TKT# 01672480558615	AIRLINE/AIR C TS
\$	1,173.80	TKT# 00672480558606	AIRLINE/AIR C TS
\$	1,948.30	TKT# 01672480558626	AIRLINE/AIR C TS
\$	(826.90)	TKT# 00672480558462	AIRLINE/AIR C TS
\$	856.90	TKT# 01672480558696	AIRLINE/AIR C TS
\$	198.87	REF# 00000000000	7038368404 TS
\$	265.97	REF# 00000000000	7038368404 TS
\$	991.40	TKT# 01672480558700	AIRLINE/AIR C TS
\$	(1,948.30)	TKT# 01672480558622	AIRLINE/AIR C TS
\$	779.40	TKT# 03772480558722	AIRLINE/AIR C TS
\$	780.90	TKT# 03772480558711	AIRLINE/AIR C TS
\$	302.04	REF# 00000000000	7038368404 TS
\$	320.74	R/A# 190769762	AUTOMOBILE RE TS
\$	192.00	REF# 10156320130	6507261800 TS
\$	852.20	001680351 0016803514	97401 TS
\$	1,483.85	FOL# 13009495	LODGING ts
\$	307.37	R/A# D282630	AUTOMOBILE RE ts
\$	(989.21)	FOL# 01243099	LODGING ts
\$	1,148.09	FOL# 00806796	LODGING ts
\$	(780.90)	TKT# 03772480558714	AIRLINE/AIR C ts
\$	21.62	REF# BQFD9RJB21Z	DIGITAL ts
\$	5.00	FOL# 1782435	LODGING ts
\$	70.00	REF# 12681535502	AUTO FUEL DISPEN ts
\$	563.58	FOL# 11235613	LODGING ts
\$	1,020.86	FOL# 1782435	LODGING ts
\$	242.83	REF# 00000000000	RESTAURANT ts
\$	486.92	R/A# 924279845	AUTOMOBILE RE ts
\$	1,037.40	TKT# 00172480558821	AIRLINE/AIR C ts
\$	175.14	R/A# 370735492	AUTOMOBILE RE ts
\$	306.40	TKT# 5262167013707	AIRLINE/AIR C ts
\$	306.40	TKT# 5262167013708	AIRLINE/AIR C ts
\$	519.99	REF# 0870413	RESTAURANT ts
\$	(306.40)	TKT# 5262167013707	AIRLINE/AIR C ts

\$	(306.40)	TKT# 5262167013708 AIRLINE/AIR C ts
\$	3.82	FOL# 0008240160 LODGING ts
\$	1,182.17	FOL# 0008239963 LODGING ts
\$	187.88	REF# 00000000000 7038368404
\$	1,258.98	FOL# 0031990798 LODGING ts
\$	1,258.98	FOL# 0031990750 LODGING ts
\$	207.25	REF# 520000978 8174213145
\$	7.70	FOL# 0031991749 LODGING
\$	2,001.33	FOL# 0031991047 LODGING
\$	21.62	REF# S2U8L54VPX4 DIGITAL
\$	109.12	REF# 000051493 800-6668143
\$	139.88	REF# 00000000000 7038368404
\$	190.77	R/A# 541296840 AUTOMOBILE RE
\$	381.35	REF# 00000000000 7038368404
\$	276.25	REF# 00000000000 7038368404
\$	21.62	REF# BTZ1VTEG7Y2 DIGITAL
\$	165.45	REF# 00000000000 7038368404
\$	371.00	REF# 00000000000 7038368404
\$	106.00	REF# 00000000000 7038368404
\$	721.55	REF# 00000000000 7038368404
\$	144.17	REF# 00000000000 7038368404
\$	442.43	REF# 00000000000 7038368404
\$	101.35	REF# 00000000000 7038368404
\$	22.99	REF# KHNNK6045RR DIGITAL
\$	223.46	REF# 00000000000 7038368404
\$	1,619.00	TKT# 01673260766870 AIRLINE/AIR C
\$	627.97	REF# 31017394018 RESTAURANT
\$	5.41	FOL# 0072590758 LODGING
\$	435.16	FOL# 0072590298 LODGING
\$	2,547.76	FOL# 0072588389 LODGING
\$	58.64	REF# 585716 RESTAURANT
\$	(1,258.98)	FOL# 0032006132 LODGING
\$	(1,258.98)	FOL# 0032006136 LODGING
\$	163.53	REF# 00000000000 7038368404
\$	22.99	REF# TVWZRZRMAUB DIGITAL
\$	313.88	FOL# 0000786814 LODGING
\$	392.63	FOL# 0000786813 LODGING
\$	3,347.90	FOL# 0072596151 LODGING
\$	815.00	TKT# 02773260767174 AIRLINE/AIR C
\$	815.00	TKT# 02773260767185 AIRLINE/AIR C
\$	2,750.50	TKT# 01673821498005 AIRLINE/AIR C
\$	802.31	REF# 00000000000 7038368404
\$	(2,750.50)	TKT# 01673821498001 AIRLINE/AIR C
\$	378.65	REF# 85180894058 707-754-4191
\$	1,664.00	TKT# 01673260767544 AIRLINE/AIR C
\$	125.00	AMEX ANNUAL FEE
\$	280.85	REF# 974000822 3102748303
\$	(815.00)	TKT# 02773260767181 AIRLINE/AIR C
\$	632.24	REF# 85506474061 866-717-6802
\$	27.84	FOL# 0003720233 LODGING

\$	2,576.03	FOL# 0003719753	LODGING
\$	22.99	REF# MCKQW0R1O4W	DIGITAL
\$	1,050.00	REF# 162234	MISC/SPECIALTY R
\$	2,429.55	FOL# 0072606578	LODGING
\$	13.08	FOL# 0003722858	LODGING
\$	3,219.60	FOL# 0003721840	LODGING
\$	654.83	REF# 85508474073	866-717-6802
\$	1,297.00	TKT# 00173260767713	AIRLINE/AIR C
\$	1,297.00	TKT# 00173260767702	AIRLINE/AIR C
\$	104.62	REF# 00000000000	7038368404
\$	171.31	R/A# 108131660	AUTOMOBILE RE
\$	620.49	FOL# 12592582	LODGING
\$	6.83	FOL# 0000199367	LODGING
\$	450.82	FOL# 0000199107	LODGING
\$	44.27	REF# 00000000000	7038368404
\$	22.99	REF# YVS0CLO8SUR	DIGITAL
\$	90.48	REF# 803222035	3174238790
\$	330.95	REF# 04000014477	3176385588
\$	189.41	REF# 803212620	3174238790
\$	86.76	REF# 803222179	3174238790
\$	267.36	REF# 85180894117	317-423-2882
\$	10.90	FOL# 0000579053	LODGING
\$	3,848.97	FOL# 0000577838	LODGING
\$	96.78	REF# 00000000000	7038368404
\$	22.99	REF# Y53WIOS00E2	DIGITAL
\$	161.38	REF# 00000000000	7038368404
\$	399.62	REF# 74600095	704-335-8228
\$	63.04	REF# 74700044	704-335-8228
\$	75.00	REF# 1311-5028	GAS STATION
\$	2,251.60	FOL# 11425373	LODGING
\$	3,688.23	FOL# 11425371	LODGING
\$	218.36	REF# 00000000000	7038368404
\$	234.91	REF# 00000000000	7038368404
\$	22.99	REF# VN8DZDOGS2T	DIGITAL
\$	(392.63)	FOL# 0000786813	LODGING
\$	(313.88)	FOL# 0000786814	LODGING
\$	236.71	REF# 00000000000	7038368404
\$	109.00	REF# 00000000000	7038368404
\$	151.01	REF# 7468574	RESTAURANT
\$	66.02	REF# R8E5747	910-215-0575
\$	568.24	FOL# 00486985	LODGING
\$	800.30	FOL# 8081173732	LODGING
\$	581.28	FOL# 0072645584	LODGING
\$	22.99	REF# EIIQ398QGLC	DIGITAL
\$	235.56	REF# 00000000000	7038368404
\$	525.28	FOL# 0072649807	LODGING
\$	135.38	REF# 00000000000	7038368404
\$	6.62	FOL# 248631	LODGING
\$	292.27	REF# 00000000000	RESTAURANT
\$	361.90	R/A# 191996626	AUTOMOBILE RE

\$	403.05	FOL# 244911	LODGING
\$	22.99	REF# J8YGN6RC7J8	DIGITAL
\$	245.18	REF# 00000000000	7038368404
\$	158.76	REF# 00000000000	7038368404
\$	143.53	REF# 00000000000	5048954877
\$	263.55	R/A# D013539	AUTOMOBILE RE
\$	589.36	FOL# 78360	LODGING
\$	124.94	R/A# D060992	AUTOMOBILE RE
\$	22.99	REF# X7AHG6FT5FV	DIGITAL
\$	1,188.10	TKT# 00674161601676	AIRLINE/AIR C
\$	729.95	REF# 00000000000	7038368404
\$	151.54	REF# 00000000000	7038368404
\$	702.10	TKT# 03774161601733	AIRLINE/AIR C
\$	329.67	FOL# 0001119886	LODGING
\$	209.31	R/A# 542321415	AUTOMOBILE RE
\$	753.94	FOL# 0001119885	LODGING
\$	846.59	FOL# 14204086	LODGING
\$	232.39	REF# 000675102	3102760615
\$	757.91	FOL# 0003755478	LODGING
\$	1,948.65	FOL# 0003755477	LODGING
\$	146.15	REF# 00000000000	7038368404
\$	3,513.61	R/A# 524334241	AUTOMOBILE RE
\$	(800.30)	FOL# 8081173732	LODGING
\$	25.10	REF# 511187758	877-411-4300
\$	1,116.60	TKT# 00174161601784	AIRLINE/AIR C
\$	22.99	REF# CDDZVYEATP4	DIGITAL
\$	138.23	REF# 00000000005	703-266-6999
\$	18.36	REF# 067491030	877-411-4300
\$	494.43	FOL# 11812279	LODGING
\$	(3,265.77)	R/A# 524334241	AUTOMOBILE RE
\$	817.10	TKT# 03774161602072	AIRLINE/AIR C
\$	1,247.10	TKT# 01674161602050	AIRLINE/AIR C
\$	590.38	R/A# 577401112	AUTOMOBILE RE
\$	(800.30)	FOL# 8091202306	LODGING
\$	800.30	FOL# 8081173732	LODGING
\$	503.58	REF# 0010104	RESTAURANT
\$	7.67	FOL# 0008273157	LODGING
\$	607.46	R/A# 580604172	AUTOMOBILE RE
\$	1,341.62	FOL# 0008272905	LODGING
\$	537.26	REF# 00000000000	7038368404
\$	1,019.11	REF# 40013	2401 MCKINNEY AV
\$	312.06	R/A# M70449260	AUTOMOBILE RE
\$	2,183.41	FOL# 0032066461	LODGING
\$	189.03	REF# 00000000000	7038368404
\$	22.99	REF# K6OZKEPGLTB	DIGITAL
\$	76.36	FOL# 5779262	LODGING
\$	113.95	REF# 00000000000	7038368404
\$	1,069.87	FOL# 5779262	LODGING
\$	175.59	REF# 00000000000	7038368404
\$	77.48	REF# 00000000000	7038368404

\$	1,123.10	TKT# 00175263442605 AIRLINE/AIR C
\$	1,308.10	TKT# 00175263442594 AIRLINE/AIR C
\$	22.99	REF# S6RJOVJPE4F DIGITAL
\$	308.44	REF# 0000000004 703-266-6999
\$	189.34	REF# 0000000002 703-266-6999
\$	2,070.00	FOL# 0032075472 LODGING
\$	4,140.00	FOL# 0032075468 LODGING
\$	262.19	REF# 0000000000 7038368404
\$	22.99	REF# FGZQKO1ZH4X DIGITAL
\$	480.48	FOL# 0072709389 LODGING
\$	1,308.10	TKT# 00175263442944 AIRLINE/AIR C
\$	322.10	TKT# 03775263443011 AIRLINE/AIR C
\$	935.10	TKT# 03775263443022 AIRLINE/AIR C
\$	1,780.10	TKT# 03775263443044 AIRLINE/AIR C
\$	1,780.10	TKT# 03775263443033 AIRLINE/AIR C
\$	691.53	R/A# 105715330 AUTOMOBILE RE
\$	909.10	TKT# 03775263443151 AIRLINE/AIR C
\$	(1,345.46)	FOL# 0032078275 LODGING
\$	(33.34)	FOL# 0032079468 LODGING
\$	142.72	REF# 861801376 7029140441
\$	10.81	FOL# 0072716218 LODGING
\$	2,383.52	FOL# 0072714550 LODGING
\$	22.99	REF# IF946L61KJ4 DIGITAL
\$	183.20	REF# 027278829 702-731-5051
\$	997.19	REF# 28 237 855-275-5733
\$	1,605.17	FOL# 0072720354 LODGING
\$	61.53	REF# 0000000000 7038368404
\$	(9,650.04)	
\$	587.10	TKT# 03775750566674 AIRLINE/AIR C
\$	587.10	TKT# 03775750566663 AIRLINE/AIR C
\$	125.00	PERIOD 04/15 THRU 03/16
\$	580.60	FOL# 0008283889 LODGING
\$	3.83	FOL# 0008283983 LODGING
\$	144.07	R/A# 928249868 AUTOMOBILE RE
\$	726.42	FOL# 0008283918 LODGING
\$	9,650.04	
\$	260.46	REF# 0000000000 7038368404
\$	22.99	REF# X32B6I41E5W DIGITAL
\$	732.60	TKT# 03775263443512 AIRLINE/AIR C
\$	2,411.00	REF# 0040822 RESTAURANT
\$	348.09	REF# 33 906 855-275-5733
\$	5.41	FOL# 0072733764 LODGING
\$	1,520.24	FOL# 0072731526 LODGING
\$	94.98	REF# 0000000000 7038368404
\$	142.56	REF# 0000000000 7038368404
\$	(732.60)	TKT# 03775263443515 AIRLINE/AIR C
\$	129.58	REF# 0000000000 7038368404
\$	22.99	REF# DBQUI5XD5SH DIGITAL
\$	409.60	REF# 0000030015 615-254-1277
\$	5,816.33	FOL# 0008287089 LODGING

\$	188.30	REF# 0000000000 7038368404
\$	670.24	FOL# 1211723679 LODGING
\$	178.55	REF# 0000000000 7038368404
\$	663.10	TKT# 03776302587540 AIRLINE/AIR C
\$	22.99	REF# IUYUPVF9Z9Z DIGITAL
\$	1,249.10	TKT# 01676302587573 AIRLINE/AIR C
\$	1,264.10	TKT# 01676302587562 AIRLINE/AIR C
\$	115.33	REF# 0000000000 7038368404
\$	835.10	TKT# 02776302587656 AIRLINE/AIR C
\$	835.10	TKT# 02776302587645 AIRLINE/AIR C
\$	163.09	REF# 0520151415 704-335-8228
\$	135.28	REF# 0000000000 7038368404
\$	655.10	FOL# 0012327891 LODGING
\$	826.82	FOL# 1211723679 LODGING
\$	19.37	FOL# 1211723679 LODGING
\$	283.46	REF# 0000000000 7038368404
\$	22.99	REF# RM7ATSDLLZT DIGITAL
\$	589.50	R/A# 192700782 AUTOMOBILE RE
\$	10.80	FOL# 0012332058 LODGING
\$	32.90	FOL# 0012331466 LODGING
\$	215.49	REF# 100982 310 276-1900
\$	312.14	R/A# 196635003 AUTOMOBILE RE
\$	1,143.21	FOL# 0003802353 LODGING
\$	1,807.10	TKT# 03776302587750 AIRLINE/AIR C
\$	2,488.10	TKT# 01676302587746 AIRLINE/AIR C
\$	250.16	REF# 0614192506 704-335-8228
\$	57.58	FOL# 544345 LODGING
\$	31.08	FOL# 299291 LODGING
\$	38.35	REF# 901471893 877-411-4300
\$	118.62	REF# 0000000000 7038368404
\$	450.00	REF# 74270745178 707-996-0300
\$	10.88	FOL# 11273857 LODGING
\$	27.90	FOL# 11273857 LODGING
\$	42.22	FOL# 1215124 LODGING
\$	322.31	FOL# 1215124 LODGING
\$	742.84	FOL# 11273857 LODGING
\$	805.54	FOL# 11273857 LODGING
\$	22.99	REF# OVDN45A7J1Q DIGITAL
\$	133.32	REF# 0000000010 703-266-6999
\$	485.00	REF# 0000000000 7038368404
\$	201.49	REF# 0000000000 7038368404
\$	66.27	REF# 544730 RESTAURANT
\$	22.99	REF# N1JO48I8T9Y DIGITAL
\$	1,664.20	TKT# 00676302587914 AIRLINE/AIR C
\$	1,998.80	FOL# 0017612647 LODGING
\$	240.14	REF# 85434915226 703-836-8404
\$	41.24	FOL# 515511 LODGING
\$	731.03	FOL# 11166682 LODGING
\$	108.70	REF# 85434915240 703-836-8404
\$	1,998.80	FOL# 0017618244 LODGING

\$	22.99	REF# UYHMKRFJ60U DIGITAL
\$	168.69	REF# 85434915252 703-836-8404
\$	385.10	TKT# 01676302588052 AIRLINE/AIR C
\$	857.10	TKT# 00676302588065 AIRLINE/AIR C
\$	164.14	REF# 546000651 3102748303
\$	47.50	REF# 00342715540 310-832-0260
\$	313.03	FOL# 0176182441 LODGING
\$	404.66	REF# 85506475263 866-717-6802
\$	1,050.00	REF# 0026237280 (831)649-2764
\$	2,456.10	TKT# 01676302588074 AIRLINE/AIR C
\$	2,752.54	FOL# 0003821387 LODGING
\$	829.80	FOL# 14416391 LODGING
\$	(857.10)	TKT# 00676302588061 AIRLINE/AIR C
\$	(939.91)	FOL# 0176126472 LODGING
\$	1,200.10	TKT# 00676302588205 AIRLINE/AIR C
\$	1,281.10	TKT# 01676302588192 AIRLINE/AIR C
\$	1,024.60	TKT# 02776302588220 AIRLINE/AIR C
\$	22.99	REF# WZIQV3XIQN3 DIGITAL
\$	10,987.36	TKT# 00176842499676 AIRLINE/AIR C
\$	426.04	R/A# 100554635 AUTOMOBILE RE
\$	671.34	FOL# 0001232085 LODGING
\$	12.00	REF# 00052436 208-746-6225
\$	172.35	FOL# 47902 LODGING
\$	308.72	R/A# 52506495 AUTOMOBILE RE
\$	1,028.10	TKT# 00176411060722 AIRLINE/AIR C
\$	536.48	FOL# 0072824379 LODGING
\$	286.86	REF# 00000000000 4178321515
\$	612.17	FOL# 0008305158 LODGING
\$	112.00	REF# 00000000000 6152541277
\$	247.60	REF# 527317 LODGING
\$	404.61	REF# 31099535295 CIGAR STORE & ST
\$	4.37	FOL# 0008305504 LODGING
\$	1,964.32	FOL# 0008305171 LODGING
\$	249.90	R/A# 107730641 AUTOMOBILE RE
\$	74.51	REF# 85434915304 703-836-8404
\$	109.43	REF# 85434915308 703-836-8404
\$	22.99	REF# UA2GYU9650H DIGITAL
\$	822.14	REF# 529062 RESTAURANT
\$	5.13	FOL# 0032144054 LODGING
\$	143.80	REF# 85434915316 703-836-8404
\$	3,976.76	FOL# 0032142044 LODGING
\$	26.32	REF# 00000000000 LODGING
\$	536.48	FOL# 0072836823 LODGING
\$	580.99	REF# 00000000000 LIQUOR STORE
\$	22.99	REF# CM73B6VFPIF DIGITAL
\$	169.96	REF# 85434915343 703-836-8404
\$	(1,166.78)	
\$	322.72	REF# 85434915345 703-836-8404
\$	192.33	REF# 547685 RESTAURANT
\$	726.88	FOL# 0072841135 LODGING

\$	(693.00)	FOL# 18840180	LODGING
\$	22.99	REF# JTGBUGL8ERG	DIGITAL
\$	45.00	TKT# 89006744721031	TRAVEL AGENCY
\$	1,628.10	TKT# 00177638869553	AIRLINE/AIR C
\$	301.08	REF# 85133316101	817-481-5555
\$	269.69	R/A# M79424461	AUTOMOBILE RE
\$	2,785.76	FOL# 0032169182	LODGING
\$	313.31	REF# 85434916105	703-836-8404
\$	123.77	854349161	USFC22314
\$	427.31	854349161	USFC22314
\$	118.80	854349161	USFC22314
\$	22.99	REF# M2EFR9J4NFI	DIGITAL
\$	1,952.56	FOL# 690886	LODGING
\$	1,952.56	FOL# 690887	LODGING
\$	1,952.56	FOL# 690885	LODGING
\$	1,952.56	FOL# 690884	LODGING
\$	431.92	REF# 10156320160	5024588888
\$	78.60	REF# 10156320160	5024588888
\$	3,110.31	FOL# 113615065	LODGING
\$	274.54	854349161	USFC22314
\$	545.10	TKT# 00677878800001	AIRLINE/AIR C
\$	545.10	TKT# 00677878799990	AIRLINE/AIR C
\$	22.99	REF# J6ZQOFP2RU	DIGITAL
\$	129.18	854349161	USFC22314
\$	300.18	854349161	USFC22314
\$	833.66	854349161	USFC22314
\$	109.79	854349161	USFC22314
\$	1,613.98	FOL# 1262963	LODGING
\$	6.61	FOL# 572781	LODGING
\$	469.24	FOL# 564431	LODGING
\$	599.45	REF# 75	404-846-3384
\$	669.11	FOL# 12089082	LODGING
\$	136.91	854349161	USFC22314
\$	22.99	REF# UR5R18SQ32L	DIGITAL
\$	218.58	854349161	USFC22314
\$	137.36	854349161	USFC22314
\$	226.53	854349162	USFC22314
\$	585.10	TKT# 00178822642445	AIRLINE/AIR C
\$	585.10	TKT# 00178822642434	AIRLINE/AIR C
\$	307.63	854349162	USFC22314
\$	585.10	TKT# 00178822642471	AIRLINE/AIR C
\$	1,267.10	TKT# 01678822642490	AIRLINE/AIR C
\$	1,267.10	TKT# 01678822642488	AIRLINE/AIR C
\$	22.99	REF# FA46R5SBTBW	DIGITAL
\$	1,267.10	TKT# 01678822642593	AIRLINE/AIR C
\$	(585.10)	TKT# 00178822642430	AIRLINE/AIR C
\$	844.10	TKT# 02778822642665	AIRLINE/AIR C
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\$	122.90	854349162	USFC22314
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\$	191.96	REF# 161787	310-276-1900
\$	15.26	FOL# 0003891509	LODGING
\$	731.61	REF# 85506476246	866-717-6802
\$	4,057.64	FOL# 0003889749	LODGING
\$	22.99	REF# IFFVYWFJU4I	DIGITAL
\$	2,048.10	TKT# 01678822642836	AIRLINE/AIR C
\$	324.08	854349162	USFC22314
\$	280.86	FOL# 185148	LODGING
\$	846.48	TKT# 00178822642880	AIRLINE/AIR C
\$	1,641.60	TKT# 01678822642895	AIRLINE/AIR C
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\$	577.45	FOL# 13482514	LODGING
\$	282.29	854349162	USFC22314
\$	165.12	854349162	USFC22314
\$	22.99	REF# WIHN2UY2MBI	DIGITAL
\$	644.54	R/A# 377408205	AUTOMOBILE RE
\$	649.10	TKT# 00178822643101	AIRLINE/AIR C
\$	1,113.10	TKT# 00678822643111	AIRLINE/AIR C
\$	1,248.10	TKT# 01678822643120	AIRLINE/AIR C
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\$	(1,248.10)	TKT# 01678822643123	AIRLINE/AIR C
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\$	58.00	REF# 31960017	605-528-4622
\$	777.10	TKT# 00678822643634	AIRLINE/AIR C
\$	53.00	REF# 501000446	0000000000
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\$	694.01	854349163 USFC22314
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\$	813.61	000003288 0000032885 32118
\$	125.05	854349163 USFC22314
\$	100.30	REF# 0000007688 (202)342-0444
\$	(816.48)	FOL# 0072961545 LODGING
\$	816.48	FOL# 0072961543 LODGING
\$	962.08	FOL# 0072961541 LODGING
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\$	22.99	REF# HEXCXNVLVTY DIGITAL
\$	152.35	REF# 0809198 RESTAURANT
\$	1,212.28	REF# 596000020 7026325120
\$	2,834.26	FOL# 0072970010 LODGING
\$	450.63	FOL# 11900802 LODGING
\$	539.20	TKT# 00179712201001 AIRLINE/AIR C
\$	1,106.20	TKT# 00179712201012 AIRLINE/AIR C
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\$	223.32	REF# 07629679 866-209-4732
\$	1,759.78	FOL# 0072975312 LODGING
\$	22.99	REF# XS4PJAOK4MW DIGITAL
\$	838.12	REF# 7399363 RESTAURANT
\$	127.60	REF# 00000000000 3102748100
\$	6.53	FOL# 0003927615 LODGING
\$	590.48	REF# 85506477041 866-717-6802
\$	3,769.88	FOL# 0003926891 LODGING
\$	1,116.20	TKT# 00179712201185 AIRLINE/AIR C
\$	1,126.20	TKT# 00179712201174 AIRLINE/AIR C
\$	(539.20)	TKT# 00179712201004 AIRLINE/AIR C
\$	45.00	TKT# 89007009271456 TRAVEL AGENCY
\$	340.35	FOL# 131361 PUBLIC GOLF C
\$	1,262.20	TKT# 00179477380692 AIRLINE/AIR C
\$	1,262.20	TKT# 00179477381790 AIRLINE/AIR C
\$	71.45	REF# 0800017392 (904)273-3235
\$	20.00	REF# 0524181 AUTO FUEL DISPEN
\$	1,712.51	000004511 0000045117 32118
\$	813.61	000004536 0000045365 32118
\$	125.00	PERIOD 04/17 THRU 03/18
\$	(962.08)	FOL# 0072985446 LODGING
\$	611.20	TKT# 00679497374614 AIRLINE/AIR C
\$	1,192.21	TKT# 00179497374698 AIRLINE/AIR C
\$	1,198.40	TKT# 00179521467650 AIRLINE/AIR C
\$	22.99	REF# F2OWQHTI888 DIGITAL
\$	432.82	FOL# 9848 LODGING
\$	145.33	854349170 USFC22314
\$	196.37	854349170 USFC22314
\$	83.83	REF# 74270747089 910-295-3400
\$	38.00	REF# 00060750 434-689-2221
\$	1,661.20	TKT# 00179712201410 AIRLINE/AIR C
\$	22.99	REF# GMJ424G4ID5 DIGITAL

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3,782.54 REF# 0000000558 (404) 253-3804
128.42 FOL# 13935190 LODGING
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1,300.20 TKT# 01686673874616 AIRLINE/AIR C
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22.99 REF# IZU48JW99GZ DIGITAL
122.86 REF# 84136007166 973-884-9555
518.67 REF# 064065000 214-3030500
478.60 R/A# 376410801 AUTOMOBILE RE
1,753.68 FOL# 114855 LODGING
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569.20 TKT# 00186673875264 AIRLINE/AIR C
5,664.16 TKT# 1258640071726 AIRLINE/AIR C
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177.38 REF# 00011145538 7043665164
1,016.86 FOL# 0032276186 LODGING
202.38 REF# 0810225622 704-335-8228
418.56 REF# 98830031 704-817-7173
1,283.35 FOL# 1967848 LODGING
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761.10 REF# 0000000000 2766691042

\$	105.83	REF# 73011007232 (276)669-1042
\$	36.00	REF# 0791632 AUTO FUEL DISPEN
\$	115.01	REF# 73011007233 VINCE_1970@YAHOO
\$	4.73	105769 PH5NJJ19K2 28374
\$	31.08	189121 PH5NJJ19K2 28374
\$	32.00	REF# 00414705 919-778-1468
\$	22.99	REF# F38K8BE275R DIGITAL
\$	234.31	FOL# 1819 LODGING
\$	1,205.08	REF# 10156320170 4178321515
\$	730.86	R/A# 653652576 AUTOMOBILE RE
\$	648.20	TKT# 00186673875522 AIRLINE/AIR C
\$	858.20	TKT# 02786673875624 AIRLINE/AIR C
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\$	7.70	FOL# 0032287534 LODGING
\$	2,506.62	FOL# 0032286187 LODGING
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\$	648.20	TKT# 00186673875850 AIRLINE/AIR C
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\$	19.60	REF# 000114353 0000000000
\$	31.00	FOL# 0003983519 LODGING
\$	396.91	REF# 85506477277 866-717-6802
\$	648.20	TKT# 00186673875861 AIRLINE/AIR C
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\$	22.89	REF# PK7A5EXMNN4 DIGITAL
\$	1,470.01	FOL# 12797337 LODGING
\$	244.20	TKT# 00186673875920 AIRLINE/AIR C
\$	5.00	FOL# 11931682 LODGING
\$	991.27	FOL# 11931682 LODGING
\$	1,035.73	R/A# 117597561 AUTOMOBILE RE
\$	832.57	FOL# 11502203 LODGING
\$	1,415.41	FOL# 19200919 LODGING
\$	153.25	R/A# M79213201 AUTOMOBILE RE
\$	166.48	854349172 USFC22314
\$	1,123.88	FOL# 0000308278 LODGING
\$	120.19	854349173 USFC22314
\$	1,435.80	TKT# 00186673876034 AIRLINE/AIR C
\$	880.20	TKT# 01686673876042 AIRLINE/AIR C
\$	118.17	854349173 USFC22314
\$	52.37	854349173 USFC22314
\$	22.99	REF# I6NM81BREEF DIGITAL
\$	4.00	FOL# 0032299474 LODGING
\$	182.58	R/A# M87500523 AUTOMOBILE RE
\$	1,129.20	TKT# 00686786140644 AIRLINE/AIR C
\$	2,748.32	FOL# 0032298117 LODGING
\$	7.99	TKT# 01629233782330 AIRLINE/AIR C
\$	(1,435.80)	TKT# 00186673876030 AIRLINE/AIR C
\$	524.70	TKT# 00186786140660 AIRLINE/AIR C

\$ 52.83 REF# 31533032 321-757-5806
 \$ (18.75) FOL# 0000313540 LODGING
 \$ 89.47 854349173 USFC22314
 \$ 632.20 TKT# 00186786140881 AIRLINE/AIR C
 \$ 632.20 TKT# 00186786140892 AIRLINE/AIR C
 \$ 90.00 REF# 585224 RESTAURANT
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 \$ 78.20 854349173 USFC22314
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 \$ 100.00 REF# 508406 RESTAURANT
 \$ 122.68 R/A# 179360366 AUTOMOBILE RE
 \$ 46.05 REF# 039107 RESTAURANT
 \$ 22.99 REF# SRNDLDGYSCP DIGITAL
 \$ 62.20 FOL# 0032312845 LODGING
 \$ 1,600.25 FOL# 0032312172 LODGING
 \$ 108.16 R/A# M862/2944 AUTOMOBILE RE
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 \$ 1,929.30 TKT# 00170921788461 AIRLINE/AIR C
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 \$ 1,026.30 TKT# 00170921788494 AIRLINE/AIR C
 \$ 951.26 FOL# 0073091347 LODGING
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 \$ 104.00 REF# 4703830 RESTAURANT
 \$ 814.30 TKT# 00170921788623 AIRLINE/AIR C
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 \$ 317.30 TKT# 00170921788660 AIRLINE/AIR C
 \$ 120.28 854349180 USFC22314
 \$ 529.30 REF# 7093032 RESTAURANT
 \$ 89.15 REF# 5228164 RESTAURANT
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\$	435.26	REF# 00017410638 3102760615
\$	2,137.53	FOL# 0073094908 LODGING
\$	814.30	TKT# 00170921788715 AIRLINE/AIR C
\$	452.30	TKT# 00170921788730 AIRLINE/AIR C
\$	2,454.30	TKT# 00170921788726 AIRLINE/AIR C
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\$	35.00	REF# 09004876213 PARKING LOT & GA
\$	(814.30)	TKT# 00170921788626 AIRLINE/AIR C
\$	864.23	REF# 85506478038 866-717-6802
\$	20.75	FOL# 0004010724 LODGING
\$	5,703.07	FOL# 0004010186 LODGING
\$	98.75	854349180 USFC22314
\$	(1,629.30)	TKT# 00170921788560 AIRLINE/AIR C
\$	(814.30)	TKT# 00170921788711 AIRLINE/AIR C
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\$	1,839.09	FOL# 0010569062 LODGING
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\$	251.91	REF# 11494317 866-209-4732
\$	583.19	R/A# SLM123590 AUTOMOBILE RE
\$	983.12	FOL# 0073104873 LODGING
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\$	1,556.30	TKT# 00170921789054 AIRLINE/AIR C
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\$	95.96	REF# 21101398080 RESTAURANT
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\$	125.97	REF# 500001 RESTAURANT
\$	61.61	REF# 00000000000 9724715462
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\$	720.91	R/A# M87030624 AUTOMOBILE RE
\$	3,776.28	FOL# 0032334086 LODGING
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\$	159.42	REF# 507632 RESTAURANT
\$	22.99	REF# 6E8SACMUU03 DIGITAL
\$	3,209.25	FOL# 859891 LODGING
\$	(2,067.76)	FOL# 0000368745 LODGING
\$	6,156.13	FOL# 859886 LODGING

\$	565.20	TKT# 00170921789636 AIRLINE/AIR C
\$	22.99	REF# 3GQQB8HFP2Z DIGITAL
\$	547.86	REF# 0613210342 215-246-0553
\$	46.00	REF# 00049648 703-549-8631
\$	53.22	REF# 0000000000 6108964556
\$	279.06	FOL# 28903 LODGING
\$	597.73	FOL# 13269241 LODGING
\$	40.00	REF# 00015977 540-639-4973
\$	23.00	REF# 17240039 919-598-1971
\$	38.00	REF# 0347450 AUTO FUEL DISPEN
\$	68.84	REF# 73011008173 CHRISTA@TBLINVES
\$	494.35	FOL# 2087429 LODGING
\$	59.03	REF# 504396 RESTAURANT
\$	331.50	854349181 USFC22314
\$	22.99	REF# 6CALJ1RELT5 DIGITAL
\$	543.70	TKT# 00171959162082 AIRLINE/AIR C
\$	545.20	TKT# 00171959162130 AIRLINE/AIR C
\$	127.49	R/A# 838298381 AUTOMOBILE RE
\$	428.70	TKT# 00171959162141 AIRLINE/AIR C
\$	400.22	FOL# 2096084 LODGING
\$	(543.70)	TKT# 00171959162085 AIRLINE/AIR C
\$	(472.50)	FOL# 0000390238 LODGING
\$	22.99	REF# SVQDJDALF98 DIGITAL
\$	22.99	REF# 4NSGC1UBAFR DIGITAL

\$ **454,842.89**



Reference Number

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Exhibit 4

NATIONAL RIFLE ASSOCIATION OF AMERICA
11250 WAPLES MILL ROAD
FAIRFAX, VIRGINIA 22030



June 5, 2019

BY EMAIL

Bill Winkler
Ackerman McQueen
1601 NW Expressway, Suite 1100
Oklahoma City, OK 73118

Bill

Re: AMc / NRA Invoices

Further to your recent correspondence with Craig Spray, I write regarding the enclosed invoices for which Ackerman McQueen, Inc. ("Ackerman") and Mercury Group, Inc. ("Mercury" and, collectively with Ackerman, "AMc") currently seek payment, notwithstanding AMc's multiple, material breaches of the parties' Services Agreement and Ackerman's purported termination of the Services Agreement.

While reserving all rights to seek disgorgement or other remedies depending upon the course of pending litigation, the NRA intends to remit payment for services rendered by AMc to date. However, the NRA must view evidence of the work performed – including who performed the work and when, and the particular output that resulted. The NRA is entitled to such information pursuant to Sections VIII and XI.E of the Services Agreement. Specific support requested with respect to each May invoice is identified in Exhibit A to this letter.

With respect to your letter dated June 3, 2019, purporting to demand that the NRA post a \$3 million letter of credit to cover AMc's May 2019 invoices—the NRA declines to do so, on multiple grounds. The amended Paragraph III.E of the Services Agreement only applies to service fees billed "for talent and employees who work through AMc for NRA and its affiliates." It is clear that the May invoices which are the subject of this correspondence are considerably broader than that (for example, Invoice No. 166106 notes expenses for art supplies). Moreover, beginning with Josh Powell's letter dated October 4, 2019, the NRA has made clear that invoices for "[t]alent and employees who work through AMc for the NRA and its affiliates" will only be paid if they are supported by a "list of [such] talent and employees . . . the compensation paid to each employee by AMc and the mark-up (if any) applied when such costs are passed through to the NRA." The NRA has made extensive efforts to obtain this information, as well as to access copies of the AMc-Third Party NRA Contracts under which some of these fees are purportedly incurred. AMc has failed and refused to cooperate, forcing the NRA to sue for specific performance.

In sum, the NRA is willing to compensate AMc for services actually provided and costs actually incurred (subject to documentation of the same). The NRA will not, however, post a line of credit to fund opaque, unexplained expenses that AMc claims to have incurred while committing multiple material breaches of its duties. The NRA hopes that AMc is able to provide the information requested in Exhibit A so the parties can move forward.

Sincerely,

A large black rectangular redaction box covers the signature area.

Andrew Arulanandam

Cc: Wayne LaPierre *(via email)*
Craig Spray *(via email)*
John Frazer *(via email)*

Exhibit A

Inv #	Inv Date	Inv Amt	Project #	Project Name	Information/Support Needed
166104	04/15/19	\$ 1,935.08	18-NR-296	19 A/M Travel	Need copies of receipts for expense items over \$50 as stated in October Letter (see page 5, Expense Reimbursements: Invoice Guidance).
166106	04/15/19	\$ 10,000.00	19-NR-049	20 A/M Logo	Logo design should be billed according to a written cost quotation approved in advance—please provide a copy of, or reference to, that approval. If this is being billed as Public Relations, Political Strategy, or Strategic Marketing work pursuant to the annual budget, please reference the budget line-item(s) to which this fee corresponds. In addition, the NRA is willing to pay for services rendered to date – but not services that were slated to be rendered in the future. Accordingly, please furnish the computer graphics and art that have been produced to date which are referenced in the invoice. For purchases of art supplies, please provide approvals and receipts. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
166107	04/15/19	\$ 5,488.25	19-NR-051	19 A/M Radio	Please indicate the amount paid to the talent announcer and the amount of any markup. Please confirm that this invoice covers services rendered to date (not slated for the future), and be prepared to furnish the scripts, sound elements, and audio recordings produced to date. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
166108	04/15/19	\$ 5,500.00	19-NR-062	Publications Google Ad Manager Website Staging & Integration	Please confirm that this invoice covers services rendered to date (not slated for the future), and be prepared to furnish code developed to date. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
166110	04/15/19	\$ 13,725.51	NR-TRAV	Travel Expenses	Need receipts for expense items over \$50 as stated in October Letter (see page 5, Expense Reimbursements: Invoice Guidance).

Exhibit A

Inv #	Inv Date	Inv Amt	Project #	Project Name	Information/Support Needed
166340	05/01/19	\$ 680,355.45	19-NR-001	Talent Fee	Please specify which talent this covers, the underlying amount paid by AMC to each individual, and the amount of any markup (see October Letter page 4, Services Provided by AMC: Contractual Compensation Requirements). Please also provide copies of the underlying contract(s). Finally, the NRA requires detail sufficient to determine the specific activity for which compensation is being sought (October Letter page 1); therefore, please specify the talent being compensated, the services for which they are being compensated, and the timeframe during which those services were performed.
166341	05/01/19	\$ 185,419.07	19-NR-002	NRATV Programming C4	Please confirm that this corresponds to the "NRATV Programming C4" line item on the partner's annual budget and, if so, the time period covered by this invoice. Please be prepared to furnish the original HD video content, daily outreach materials, and other content produced to date as described in the invoice. To the extent that this fee encompasses payments to third-party talent or vendors, please provide copies of the underlying contract(s) and details of any markup applied. The NRA also requests access to primary course business records indicating who performed this work, and when.
166342	05/01/19	\$ 104,166.67	19-NR-003	Monthly Video Support C4	Please confirm that this corresponds to the "Monthly Video Support C4" line item on the partner's annual budget and, if so, support provided during May 2019. To the extent that this fee encompasses payments to third-party talent or vendors, please provide copies of the underlying contract(s) and details of any markup applied. The NRA also requests access to primary course business records indicating who performed this work, and when.

Exhibit A

Inv #	Inv Date	Inv Amt	Project #	Project Name	Information/Support Needed
166344	05/01/19	\$ 107,212.50	19-NR-005	Online/Digital Management Fee	Please confirm that this corresponds to the "Online/Digital Management Fee" line-item on the parties' annual budget and covers support provided during May 2019. Please also provide detail sufficient to indicate which online/digital services are managed pursuant to this fee, as distinguished from other fees (e.g. for digital video support). To the extent that this fee encompasses payments to third-party talent or vendors, please provide copies of the underlying contract(s) and details of any markup applied. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
166345	05/01/19	\$ 35,416.66	19-NR-006	Business Intelligence/Data Resources/Analytics	The NRA requires detail sufficient to determine the specific activity for which compensation is being sought (October Letter page 1). Please also be prepared to identify and furnish the work product generated by these activities. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
166346	05/01/19	\$ 124,583.33	19-NRAF-002	A1F 8/19 ISSUE	The invoice description states that this encompasses cover story columns, feature articles, and other items for the "entire August 19 issue of America's 1 st Freedom." Please be prepared to furnish all of that material to the NRA, along with any approved cost quotations. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.

Exhibit 5

NRA June 2019 Invoices – Support Sought

Inv #	Inv Date	Inv Amt	Project #	Project Name	Information/Support Needed
167448	06/12/19	\$ 7,915.03	19-NRM-001	'19 A/M Digital Media	Please specify which vendors are being paid, the underlying amount being paid to each, and any markup (October Letter page 4). Additionally, please be prepared to provide the underlying vendor invoices and ordinary-course business records indicating the nature of their services.
167453	06/12/19	\$ 24.77	18-NR-296	'19 A/M Travel	Please provide receipts.
167454	06/12/19	\$ 33,572.64	18-NR-431	'19 A/M Signage - Mechanical	Please be prepared to furnish copies of the preflight disk and billboard designs referenced on this invoice. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
167455	06/12/19	\$ 18,350.00	18-NR-441	'19 A/M Photography	Photography should be billed according to a written cost quotation approved in advance – please provide a copy of, or reference to, that approval. (October Letter page 2) Additionally, the NRA requires detail sufficient to determine the specific activity for which compensation is being sought (October Letter page 1); therefore, please identify the specific photography projects for which these materials and processing were used. Please confirm that this invoice covers services rendered to date (not slated for the future), and be prepared to furnish the original digital photographs and other content produced to date as described in the invoice. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
167456	06/12/19	\$ 1,352.98	18-NR-443	'19 A/M NRATV Set Production	Please confirm that this invoice covers services rendered to date (not slated for the future), and be prepared to furnish copies of the preflight disk referenced on this invoice. The NRA also requests

NRA June 2019 Invoices – Support Sought

					access to ordinary-course business records indicating who performed this work, and when.
167457	06/12/19	\$ 10,588.50	18-NR-445	'19 A/M Podium Signage	Please be prepared to furnish copies of the preflight disk and signage designs referenced on this invoice. The NRA also requests access to ordinary-course business records indicating who performed this work, and when.
167458	06/12/19	\$ 650.00	19-NR-031	'19 A/M GROF Presentation	Please indicate the annual budget line item under which this presentation is being billed. If this presentation is being billed as a special project, it should have received written approval in advance – please provide a copy of, or reference to, that approval, and document any underlying vendor expenses, referenced on this invoice.

Exhibit B



Robert H. Cox
Direct Dial: (703) 883-9105
rcox@brigliahundley.com

October 24, 2019

**VIA EMAIL AND
FIRST CLASS MAIL**

David Schertler, Esq.
David Dickieson, Esq.
Schertler & Onorato, LLP
901 New York Avenue, N.W., Suite 500
Washington, D.C. 20001

Re: *National Rifle Association of America v. Ackerman McQueen, Inc., et al.*,
CL19001757, CL19002067: Production of Documents by Defendants

Dear Messrs. Schertler and Dickieson:

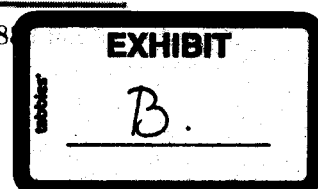
This letter concerns Ackerman McQueen, Inc.'s and Mercury Group, Inc.'s (AMc's) production of documents in response to the National Rifle Association of America's ("NRA") First and Second Sets of Requests for Production of Documents, served June 29, 2019 and August 1, 2019, respectively (the "NRA's Requests").

On August 28, 2019 AMc represented to Judge Dawkins that it would soon be producing a "massive amount of documents" requested by the NRA. To date, AMc has produced 3,143 pages¹ to the NRA. This limited production occurred over the course of three weeks in September. In addition to being substantially incomplete and nonresponsive, AMc's production to date is also so deficient in important data that it is not "reasonably usable."²

To date, the NRA has produced more than 27,000 documents (in excess of 60,000 pages) to AMc. The NRA cannot reliably report the total number of documents that AMc has produced to the NRA because, among other deficiencies described herein, AMc's production of 3,143 PDF pages lacks document breaks or coding that would enable the NRA to delineate the end of one document and the start of another.

¹ AMc produced 1,328 "portable document format" ("PDF") pages on September 4, 2019; 1,662 pages on September 17, 2019; and 153 pages on September 23, 2019. As of the date of this letter, AMc has not produced any further documents.

² Va. R. Sup. Ct. 4:9(b)(3)(B) requires ESI to be produced in a "reasonably usable" form.



The NRA requests that AMc re-produce documents Bates numbered AMc 0000001 – 0003143 in accordance with the instructions contained in Appendix A to the NRA’s Requests within two weeks from the date of this letter.

The NRA’s Requests, Appendix A, set forth standard instructions for production of the requested documents and electronically stored information (“ESI”). AMc interposed no objections to the NRA’s instructions. Nor could AMc reasonably object as the instructions reflect basic discovery principles³ and *are nearly identical to the requirements stated in AMc’s own instructions to the NRA*. The NRA has adhered to AMc’s production instructions; AMc has not followed suit.

Specifically, the NRA requested that AMc produce native files in native format and all other files in Tagged Image File Format (“TIFF”) with (a) an extracted text file containing searchable text for each electronic document, (b) an Optical Character Recognition text file for each imaged paper document, and (c) image load files.

AMc’s failure to meet its discovery obligations poses tangible obstacles to the advancement of the litigation:

First, the NRA lacks sufficient information to select AMc witnesses for deposition. Due to the deficiencies in AMc’s production, the NRA is left with no information to identify which AMc employees or executives are custodians of the limited information produced to date, thereby precluding the NRA from questioning custodians about the information in their possession.

Second, certain of the pending claims cannot be resolved in the absence of the requested data. A central issue in dispute in the consolidated cases is whether AMc officers or employees disclosed NRA documents and information to third parties. Therefore, the metadata associated with AMc documents – including document dates, authors, recipients and custodians – is necessary to address the NRA’s claim.

Third, the scarcity of documents AMc has produced to date – nearly four months after AMc’s receipt of the NRA’s First Set of Requests – suggests that AMc is operating on a timeline that will backload the discovery phase of this litigation. Due to the advancing discovery deadline, the NRA may be prevented from investigating the information through additional discovery requests or depositions.

³ “The production of electronically stored information should be made in the form or forms in which it is ordinarily maintained *or that is reasonably usable*. . . .” The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production, 19 SEDONA CONF. J. 1 (2018) (emphasis added); *see* Va. R. S. Ct. 4:9(b)(iii)(B)(2) (AMc did not object to the form of the requested production, but even if it had, the Rules would still require AMc to produce responsive information in the form in which “it is ordinarily maintained if it is *reasonably usable* in such form . . . or . . . in another form or forms in which it is *reasonably usable*.”) (emphasis added).

David Schertler, Esq.
October 24, 2019
Page 3

In order to avoid similar issues going forward, and in accordance with Va. R. Sup. Ct. 4:1(b)(7), the NRA is proposing an ESI protocol that will apply to all productions going forward. A draft ESI protocol is enclosed with this letter. Please let us know as soon as possible whether AMc will agree to a joint stipulation regarding the production of ESI.

The NRA is concerned that the slow and minimal production of documents by AMc coupled with AMc's failure to produce documents in the format requested significantly delays the ability of the NRA to conduct and complete discovery by the March 3, 2019, deadline. We strongly urge AMc to accelerate its document productions and complete their productions soon.

We would like to schedule a call with you to confer regarding these issues early next week. Please let us know your available dates. We reserve our right to seek relief from the Court.

Sincerely,

A black rectangular redaction box covering the signature of Robert H. Cox.

Robert H. Cox

cc: Michael Collins, Esq.
Joseph González, Esq.
James Hundley, Esq.



Robert H. Cox
Direct Dial: (703) 883-9105
rcox@brigliahundley.com

December 19, 2019

**VIA EMAIL AND
FIRST CLASS MAIL**

David Schertler, Esq.
David Dickieson, Esq.
Schertler & Onorato, LLP
901 New York Avenue, N.W., Suite 500
Washington, D.C. 20001

Re: *National Rifle Association of America v. Ackerman McQueen, Inc., et al.*,
CL19001757, CL19002067: Deficient Production of Documents by Defendants

Dear Messrs. Schertler and Dickieson:

This letter concerns Ackerman McQueen, Inc.'s and Mercury Group, Inc.'s ("AMc's") production of documents in response to the National Rifle Association of America's ("NRA") First and Second Sets of Requests for Production of Documents, served June 29, 2019 and August 1, 2019, respectively (the "NRA's Requests").

To date, AMc has produced 12,278 documents to the NRA, including documents produced in AMc's production Volume Five, on December 11, 2019. The productions to date, however, are substantially incomplete and not-responsive. For example, AMc's production Volume Four is largely comprised of NRA-related press clippings which AMc circulated internally and to the NRA by email. AMc's production Volume Five -- by far the largest of AMc's productions to date -- was expected to include all AMc documents relating to Lt. Col. Oliver North's involvement in the matters in dispute, and particularly, Lt. Col. North's contract with AMc, and AMc's alleged negotiations with Wayne LaPierre about that contract. However, in an initial review of AMc's production Volume Five, no information regarding that contract or alleged negotiations with Mr. LaPierre have been located.

Significantly, upon a reasonable search and review of AMc's productions to date, the NRA is unable to locate *any* documents that are responsive to the majority of the NRA's document requests. Defendants have failed to produce *any* documents responsive to more than half of the NRA's requests for production. Despite asserting that it would produce documents responsive to the following requests, subject to its stated objections, AMc has produced zero documents

responsive to requests 5-6, 10, 22, 24-25, 27, 30, 32-39, 41-42, 45, 48 or 51.¹ AMc's utter failure to produce responsive documents to more than half of the NRA's discovery requests renders AMc's production entirely deficient.

Defendants' production is deficient in other respects too. For example, despite the lapse of seven weeks since the NRA's letter of October 24, 2019, requesting proper production of 3,143 PDF pages AMc earlier transmitted to the NRA, AMc has *still* not produced the referenced documents in a usable format. The absence of ESI, including dates, authors and sequencing information, effectively renders the assorted pages useless to the NRA. The so-called "production" of those pages cannot be deemed a production under any recognized standard. The pages transmitted without ESI are not logically sequenced into individual documents, and key information has been withheld including document dates, authors and recipients. For example, the NRA cannot determine the phone numbers associated with PDF pages that appear to display text message communications (e.g., AMc000340; AMc000422).

Not only do documents lack any metadata, but numerous documents are also incomplete: for example, AMc000311-312 (missing the second page); AMc000707 (incomplete email); AMc000714-AMc000716 (cut-off between pages 1 and 2); AMc003081 (incomplete). AMc must revise its production to include the required metadata, and to include *complete* documents.

At the NRA's request, AMc recently revised its confidentiality designations for a small proportion of documents it produced in Volume One of its production. The entirety of AMc's so-called "production" Volume One, consisting of the PDF pages described *supra*, had initially been designated "Highly Confidential." However, despite re-assessing designations for a handful of the PDF pages it provided to the NRA, AMc continues to over-designate documents containing no sensitive information as "Highly Confidential." For example, AMc designated as "highly confidential" emails between AMc staff forwarding news articles, and related non-sensitive information. *See, e.g.*, AMc-003190-AMc-003191; AMc-003200-AMc-003202; AMc-003679-AMc-003679; AMc-004492-AMc-004494; AMc-006171-AMc-006172; AMc-006337-AMc-006338; AMc-009651-AMc-009661; AMc-009793-AMc-009803; AMc-010378-AMc-010381. These emails do not contain or reveal any highly confidential information. AMc must revise its designations across its five production volumes.

Finally, AMc informed the NRA that it would produce documents in Volume Five of its production that relate to Lt. Col. Oliver North's activities and employment with AMc. AMc did not produce such documents until December 11, 2019, leaving the NRA just one week to examine the production and prepare for AMc's deposition of its own employee, Oliver North, on AMc's selected date of December 18, 2019. The NRA team has attempted to review documents at a rate of 1,100+ documents-a-day, just to lay eyes on each of the documents about which AMc could question its own witness. Upon a first level review of the 9,300 documents, however, the majority appear to be internal correspondence between or among AMc executives (including Lt. Col. North)

¹ Separately, Defendants have flatly objected to producing, and refuse to produce, any documents responsive to more than a dozen of the NRA's remaining requests: 1-4, 7, 18, 20-21, 23, 26, 31, 44 and 50. We propose to meet and confer in connection with these objections. Please advise us of your availability over the next ten (10) days.

regarding American Heroes filming, related calendar invites, and expense reports from Lt. Col. North to AMc. This Volume Five production is deficient because it includes no documents responsive to the NRA's other requests regarding Lt. Col. North. Unless these omissions are swiftly remedied, Defendants' failures to produce responsive documents will prejudice the NRA's ability to prepare for and conduct its deposition of Lt. Col. North.

As noted in our October 24 letter, AMc's failure to meet its discovery obligations poses tangible obstacles to the advancement of the litigation:

First, the NRA lacks sufficient information to select AMc witnesses for deposition. Due to the deficiencies in AMc's production, the NRA is left with no information to identify which AMc employees or executives are custodians of the limited information produced to date, thereby precluding the NRA from questioning custodians about the information in their possession.

Second, certain of the pending claims cannot be resolved in the absence of the requested data. A central issue in dispute in the consolidated cases is whether AMc officers or employees disclosed NRA documents and information to third parties. Therefore, the metadata associated with AMc documents – including document dates, authors, recipients and custodians – is necessary to address the NRA's claim.

Third, the scarcity of responsive documents AMc has produced to date – nearly four months after AMc's receipt of the NRA's First Set of Requests – suggests that AMc is operating on a timeline that will backload the discovery phase of this litigation. Due to the advancing discovery deadline, the NRA may be prevented from investigating the information through additional discovery requests or depositions.

The NRA is concerned that the slow production of documents by AMc coupled with AMc's failure to produce documents in the "usable" format required,² significantly delays the ability of the NRA to conduct and complete discovery by the February 28, 2019, deadline. Because time is of the essence, and under the circumstances of continued delay, we request that you produce the documents responsive to the NRA's requests **no later than 10 days after your receipt of this letter.**

Finally, in your letter of November 19, 2019, AMc stated that it is willing to agree to the NRA's proposed ESI protocol. We intend to file a joint stipulation regarding the production of ESI this week. Please sign and date the enclosed ESI protocol, which is unchanged since the draft we sent to you on October 24, 2019, and email a copy back to us so that we may file it with the Court as soon as possible.

We are amenable to conferring with you about the issues identified herein at your convenience during the next week (and, if necessary, the following week). However, should AMc

² See Rules of the Supreme Court of Virginia (R. Sup. Ct. Va.) 4:9(b)(iii)(B)(2): to the extent that AMc objects to the NRA's request that documents be produced in a particular format -- and AMc has made no such express objection -- AMc is still required to produce the information requested in a "form or forms in which it is reasonably usable."

David Schertler, Esq. & David Dickieson, Esq.
December 19, 2019
Page 4

fail to adequately respond to our discovery requests, which were served more than four months ago, the NRA will seek relief from the Court.

Sincerely,

A solid black rectangular redaction box covering the signature of Robert H. Cox.

Robert H. Cox

cc: Michael Collins, Esq.
Joseph González, Esq.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE
CITY OF ALEXANDRIA

NATIONAL RIFLE ASSOCIATION OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Case No. CL19001757,
)	CL19002067, CL19002886
ACKERMAN MCQUEEN, INC.,)	(Consolidated)
)	
and)	
)	
MERCURY GROUP, INC.)	
)	
Defendants.)	
)	
)	
)	

JOINT STIPULATED ORDER ESTABLISHING PROTOCOL FOR THE PRODUCTION OF ELECTRONICALLY STORED INFORMATION

The Plaintiff National Rifle Association of America (“Plaintiff”) and Defendants Ackerman McQueen, Inc. and Mercury Group, Inc. (“Defendants”), recognize that the parties have a legal duty to preserve electronically stored information (“ESI”) relevant to a pending lawsuit, have conferred regarding matters affecting the discovery of ESI, and have agreed on the following procedures regarding the production of ESI in this case.

For the avoidance of doubt, this stipulation is limited to e-discovery; nothing herein shall relieve the parties of the duty to conduct a reasonable search for hard-copy documents in response to a party’s discovery requests in accordance with the Rules of the Virginia Supreme Court;

nothing in this ESI stipulation shall waive in-whole or in-part any objection raised by a party in connection with specific discovery requests served in this action.

1. General Format of Production.

Document Image Format. Documents and ESI are to be produced in Tagged Image File Format (“TIFF”). If a document does not contain redactions, you are directed to produce an extracted text (.TXT) file containing searchable text for each electronic document and an Optical Character Recognition (“OCR”) text file for each imaged paper document along with image load files. For documents that contain redactions, you are directed to provide an OCR text file for the unredacted portions of such documents. Every TIFF file in each production must be referenced in the production’s corresponding load file. The total number of TIFF files referenced in a production’s load file should match the number of TIFF files in the production. Load files of the static images should be created and produced together with their associated static images to facilitate the use of the produced images by a document management or litigation support database system. Metadata load files should contain, if available, the non-privileged metadata in the following table. You are not obligated to populate manually the fields in the table that cannot be extracted from a document, with the exception of the custodian.

Field Name	Field Description	Document Type
BEGPRODBATE	Beginning Production Number	ALL
ENDPRODBATE	Ending Production Number	ALL
PROD_VOLUME	Production Volume (ex. MOF-PD001)	ALL
BEGPRODATT	Beginning Production Family Number	ALL
ENDPRODATT	Ending Production Family Number	ALL
CUSTODIAN	Custodian of records name. I.E. Doe, John.	ALL
CUST_APPEND	Names of custodians with duplicate emails/and or native files (eDocs)	ALL
CONFIDENTIALITY	Confidentiality designations	ALL

PARENTID	BeginBates number for the parent email of a family (will not be populated for documents that are not part of a family)	ALL
PAGES	Total page count per document	ALL
FILENAME	Document File Type	EDOCS
FILEEXT	File extension of original document	EDOCS
LOCATION	Original file path for electronic documents or folder path from mailbox for email	ALL
SENT_DATE	Email Sent Date (MM/DD/YYYY)	EMAILS
SENT_TIME	Email Sent Time (HH:MM:SS) GMT	EMAILS
SORT_DATE	Carries email sent date for email + attachments and last modified date for loose eDocs (MM/DD/YYYY)	ALL
SORT_TIME	Carries email sent time for email + attachments and last modified time for loose eDocs (HH:MM:SS) GMT	ALL
LASTMODDATE	Document Last Modified Date (MM/DD/YYYY)	EDOCS
CREATION Date	Email: (Empty) Native: Date the document was created.	EDOCS
DATERCVD	Email: Date the email was received. Native: (Empty)	EMAILS
FILESIZE	Document file size in bytes	EDOCS
AUTHOR	Creator of document	EDOCS
SUBJECT	Email Subject	EMAILS
FROM	Author of Email	EMAILS
RECIPIENT	Recipient of Document	EMAILS
CC	Copies on Communications	EMAILS
BCC	BCC	EMAILS
NATIVELINK	Location of native file in volume if provided	EDOCS
MD5HASH	MD5HASH of Electronic Loose File or Attachments	EDOCS
MESSAGEID	Internet message identifier	EMAILS
TEXTPATH	Location of OCR Text File in volume.	ALL

Production of Native Files. Unless such materials contain privileged or redacted information, Microsoft Excel, Microsoft Project, Microsoft Access, other spreadsheets, and database files should be produced in native format. If these files, however, contain privileged or

redacted information, they need not be produced in native format but shall be produced with the extracted text and metadata fields set forth in these instructions and definitions if possible, except to the extent the extracted text or metadata fields are themselves redacted. Excel files that contain privileged information should be produced as an Excel file in a manner that does not prevent Excel functions from performing, but with privileged information redacted. Each native file produced should be accompanied with its metadata as outlined in the table in numbered Paragraph III-1 above, and an image placeholder designating the document was produced in native format. The native file should be produced in a folder labeled with the Bates number of the native file document in the following format:

- a. Single file per document.
- b. Filenames should be of the form:
 - i. <Bates num><designation>.<ext>

Where <Bates num> is the BATES number of the document, <designation> any designation applicable to the document, and <ext> the appropriate extension for the document (.ppt, .xls, etc.);

- c. investigate each electronic system (whether cloud-based or enterprise systems), computer hard drive, or mobile device that may contain relevant ESI and that has been in use at any point during the relevant time periods; the names of the individuals or entities charged with the retention, maintenance, or care of it; and analyze the nature, scope, character, organization, software (including the version information for commercial software), and formats employed in each system;
- d. agree to identify ESI that each party considers to be “not reasonably accessible” because of undue burden or cost and the facts relating to that inaccessibility assertion

within a reasonable time period after discovery of the facts and circumstances surrounding this determination;

e. provide a description of any problems reasonably anticipated to arise in connection with its e-discovery efforts; and

f. identify, in writing, areas in which they object to the scope of discovery sought by another party and the basis for that objection.

Document Unitization and Load Files. For files not produced in their native format, each page of a document shall be electronically saved as an image file. If a document consists of more than one page, the unitization of the document and any attachments and/or affixed notes shall be maintained as it existed in the original when creating the image files. The producing party shall produce a unitization file (“load file”) for all produced documents in accordance with the following formatting:

a. Document Unitization Load File. Document productions should include Concordance document load files containing the metadata listed in the table above.

b. OCR and Extracted Text Files (.TXT Files). There should be a single text file per document containing all the document’s pages. Pages must be separated by form feed character (decimal 12, hex 0xC). Filenames should be of the following form:

i. <Bates num>.txt

ii. Where <Bates num> is the BATES number of the first page in the document.

iii. Text must be encoded in ASCII, except where documents contain characters requiring UTF-8 in order to be read. Such documents shall be produced in UTF-8 format.

Image Files. Image files should be single page per image and single image per file. TIFF is the default format unless the following formats are agreed to: jpeg, jpeg2000, gif, png, single image tiff, and bmp. Filenames should be of the following form:

- a. <Bates num>.<ext>
- b. Where <Bates num> is the BATES number of the page, and <ext> is the appropriate extension for the image format (.jpg, .tif, .png, etc.).

Metadata Load Files. Filenames should be of the following form:

- a. Comma Separated Value (.CSV) files (commonly .DAT files).
 - b. The first line must contain the column/field names.
 - c. Every row must have the same number of columns/fields (empty values are acceptable).
 - d. Text must be encoded in ASCII.
 - e. Values must be enclosed by ASCII character 254.
 - f. Multiple entries in a field must be separated by ASCII character 174.
 - g. New line value in data must be indicated by ASCII character 059.
- Values must be separated by ASCII character 020.

Duplicates. If you have more than one identical copy of an electronic document (i.e., the documents are exact duplicates as that term is used in the electronic discovery field), only produce a single copy of that document (as long as all family relationships are maintained). You may de-duplicate ESI across each party's custodians or sources. De-duplication will be based on MD5 hash values.

Encryption. Make reasonable efforts to ensure that all encrypted or password-protected documents are successfully processed for review and production, and if produced in native form, that the decrypted document is produced. To the extent encrypted or password-protected

documents are successfully processed according to the requirements set forth herein, you have no duty to identify the prior encrypted status of such documents. To the extent such documents are not successfully processed despite use of reasonable efforts, including reasonable efforts to obtain passwords, produce an inventory of such files that are determined to have a reasonable likelihood of containing relevant information as is apparent without decryption such as attachments to responsive files, or metadata suggestive of responsiveness, such as relevant file names, and in any case shall include any containers files such as PST or ZIP files. The inventory shall contain any required metadata and document identifying information, including family relationships, to the extent that such information can be extracted using reasonable efforts during document processing. The inventory shall be produced in accordance with the Load File specifications.

Email Thread Analysis. Email thread analysis may be used to reduce the volume of emails reviewed and produced, provided that the parties disclose such use prior to or at the time of production. The produced emails must include all the responsive information from a thread, including attachment.

System and Program Files. System and program files, defined as the NIST, need not be processed, reviewed or produced. Additional files may be excluded by mutual agreement of the parties.

Color. For files not produced in their native format, if an original document contains color, you may produce black and white image(s). At a party's request, the parties shall meet and confer regarding production of color image(s) for specific documents.

Bates Numbering - Document Images. Each page of a produced document shall have a unique page identifier ("Bates Number") electronically "burned" onto the image at a location that does not unreasonably conceal or interfere with any information from the source document. Any

confidentiality legend shall be “burned” onto each document’s image at a location that does not unreasonably obscure any information from the source document.

Bates Numbering - Native Format Documents. Documents produced in Native Format will be produced with a placeholder TIFF image. Each TIFF placeholder will contain the Bates Number and confidentiality designation, if any.

Production Media. Documents shall be produced by FTP site or on CD-ROM, DVD, external hard drive (with standard PC compatible interface), or other readily accessible computer or electronic media (the “Production Media”). Each item of Production Media shall be produced in a Bates labeled folder corresponding to the Bates label on the image placeholder. Each native file produced will be accompanied with its metadata.

Attachments. Email attachments and embedded files or links must be mapped to their parent by the document or production number. If attachments and embedded files are combined with their parent documents, then “BeginAttach” and “EndAttach” fields listing the unique beginning and ending number for each attachment or embedded document must be included.

Compressed Files. Compression file types (e.g., .CAB, .GZ, .TAR, .Z, and .ZIP) shall be decompressed in a reiterative manner to ensure that a zip within a zip is decompressed into the lowest possible compression resulting in individual folders and/or files.

Embedded. If a document has information from another file embedded in it (e.g., a Word document containing an embedded spreadsheet), produce the document with all embedded information, and the NRA may request that the embedded file be produced as a standalone file.

2. “Not Reasonably Accessible” ESI. ESI that has been identified by a responding party as “not reasonably accessible” under Rule 4:1(b)(7) is presumptively not produced in response to any document request unless the other party chooses to challenge that showing under

Rule 4:1(b)(7). Additionally, each side should seasonably provide notice of any additional problems that have arisen in connection with e-discovery as soon as possible after they become aware of them.

3. Proprietary Software. Native files that require proprietary software for access and review shall be produced in a format to be agreed upon by the parties prior to production. The parties agree to meet and confer and determine whether such information can be produced in another format such as a report, an image file, or within a limited data export.

4. Production Formats. If, during the course of the parties' discovery discussions or at a prior time, the parties learn that certain file types cannot be produced according to the requested formats, those ESI documents shall be produced to the requesting party as they are held in the ordinary course of business or provided for inspection.

5. Redaction. If a file that originates as ESI needs to be redacted for privilege before production, the file will be rendered as an image file, and the image file will be redacted and produced. Documents that are produced in redacted form due to privilege concerns shall be recorded on any privilege log prepared by the producing party.

6. Claw-Back. Productions of ESI are subject to the parties' rights to request the return of inadvertently produced ESI under the Protective Order entered by the Court, Virginia Sup. Ct. Rule 4:1, Virginia Rule of Evidence 2-502, and applicable Virginia common law. The production of documents (including both paper documents and ESI) subject to the protection by the attorney-client privilege and/or protected by the work-product, joint defense or other similar doctrine, or by another legal privilege protecting information from discovery, shall not constitute a waiver of any privilege or other protection, provided that the producing party notifies the receiving party, in writing, of the production after its discovery of the same.

- a. If the producing party notifies the receiving party after discovery that privileged materials (hereinafter referred to as the “identified Materials”) have been produced, the Identified Materials and all copies of those materials shall be returned to the producing party or destroyed or deleted, on request of the producing party. If the receiving party has any notes or other work product reflecting the contents of the Identified Materials, the receiving party will not review or use those materials unless the Court later designates the Identified Materials as not privileged or protected.
- b. The Identified Materials shall be deleted from any systems used to house the documents, including document review databases, e-rooms and any other location that stores the documents. The receiving party may make no use of the Identified Materials during any aspect of this matter or any other matter, including in depositions or at trial, unless the documents are later designated by a court as not privileged or protected.
- c. The contents of the Identified Materials shall not be disclosed to anyone who was not already aware of the contents of them before the notice was made.
- d. If any receiving party is in receipt of a document from a producing party, which the receiving party has reason to believe is privileged, the receiving party shall in good faith take reasonable steps to promptly notify the producing party of the production of that document so that the producing party may make a determination of whether it wishes to have the documents returned or destroyed pursuant to this Order.

- e. The party returning the Identified Materials may move the Court for an order compelling production of some or all of the material returned or destroyed, but the basis for such a motion may not be the fact or circumstances of the production.
- f. The parties agree that the disclosure of inadvertent Materials is not a waiver of the privilege in any other federal or state proceeding.
- g. This agreement does not constitute a concession by any party that any documents are subject to protection by the attorney-client privilege, the work product doctrine or any other potentially applicable privilege or doctrine. This agreement also is not intended to waive or limit in any way any party's right to contest any privilege claims that may be asserted with respect to any of the documents produced except to the extent stated in the agreement.

7. Production Markings. Information or material produced digitally, *e.g.*, on a magnetic or optical medium or by network communication, is to be designated as Protected Material by marking the medium, container, or communication. In addition, with respect to image files, such as TIFF or PDF files, the producing party shall use its best efforts to mark each viewable page or image with the appropriate designation consistent with the production protocols identified, as appropriate. Native documents and databases will be marked by the producing party using a naming convention that conveys its confidentiality status, or some other appropriate means to communicate the confidential nature of the ESI that is agreed upon by the parties.

8. Use of Native Files. If any party uses any document that was produced in native format during a deposition, as an attachment to a Court filing, or as an exhibit at any hearing or at trial, that party shall convert the native document or the relevant portion thereof to an image file and shall ensure that each page of the image file contains an identifier that reflects the

confidentiality designation for that document and the native document's unique identifier. The party converting the native files shall provide the other party with an electronic copy of the converted image versions of the file within five (5) days of such use.

9. Modifications. All provisions of this stipulation are subject to modification by the Court for good cause shown.

SO STIPULATED AND AGREED:

DATED: _____

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Counsel for Plaintiff

IT IS SO ORDERED.

Date

Circuit Court Judge

Exhibit C

Outline of the NRA's Requests for Production and AMc's Responses Thereto

NRA's First Set of Requests for Production of Documents Regarding Defendants' Motion for Preliminary Injunction (Case No. CL19001757)		
RFP	Request for Production	AMc's Response and Production
1.	All documents that refer or relate to any lines of credit issued to AMc.	Defendants objected to producing responsive documents. No responsive documents were produced.
2.	All documents that refer or relate to amounts transferred or paid to any of Ackerman's or Mercury's members, managers, owners or any Affiliated Entities, from January 1, 2015 to the present.	Defendants objected to producing responsive documents. No responsive documents were produced.
3.	All documents that refer or relate to any capital calls that Ackerman and/or Mercury have made or considered during the period from January 1, 2015 to present.	Defendants stated in their response that they have no documents responsive to this request. No responsive documents were produced.
4.	Documents sufficient to show all sources, and uses, of cash on hand for each of AMc.	Defendants objected to producing responsive documents. No responsive documents were produced.
5.	All financial statements for each of Ackerman, Mercury and any Affiliated Entity, including all versions of such statements, for the current fiscal quarter and the preceding fiscal quarter including, without limitation, all balance sheets, income statements, cash flow statements and/or statements of stockholder equity.	Defendants have not produced any documents responsive to this request.
6.	All documents from January 1, 2015 to the present regarding the financial condition of AMc, including but not limited to financial statements, income statements, balance sheets, budget, cost analyses, and cash flow statements and statements of stockholder equity.	Defendants have not produced any documents responsive to this request.
7.	Documents regarding an effort by Ackerman, Mercury or an Affiliated Entity	Defendants objected to producing responsive documents. No responsive

	to incur debt or borrow money between January 1, 2015, and the present.	documents were produced.
8.	Documents from August 1, 2018 to the present, between AMc on the one hand, and a media outlet (including any reporter, contributor, editor, executive, content-producer or representative thereof) on the other, regarding the NRA, including all documents provided to such person(s).	Defendants have produced a few documents that are responsive to this request; but it does not appear that all responsive documents have been produced, especially given the fact that documents have been produced from only seven (7) custodian files.
9.	Documents from August 1, 2018 to the present, between AMc on the one hand, and any representative of or content-producer from the New York Times, the Wall Street Journal, The Daily Beast or Rolling Stone, on the other hand, that refers or relates to the NRA, including all documents provided to such person(s).	Defendants have produced a few documents that are responsive to this request; but it does not appear that all responsive documents have been produced, especially given the fact that documents have been produced from only seven (7) custodian files.
10.	Any and all “non-cancellable contracts entered into between you and third parties for the benefit of the NRA,” as described in Section XI.E. of the 2017 Services Agreement.	Defendants have not produced any documents responsive to this request.
11.	Any and all documents referring or relating to NRA approval of any budget for the years 2016 through 2018, including any such budget which AMc claims that the NRA approved.	Defendants have produced a few documents that are responsive to this request; but it does not appear that all responsive documents have been produced, especially given the fact that documents have been produced from only seven (7) custodian files.
12.	Documents sufficient to identify all NRA-Dedicated Personnel (as defined in Paragraph 14 of the NRA’s Complaint) as of June 19, 2019, and all projects or accounts on which each individual worked, and the amount or percentage of time dedicated to each such project or account.	Defendants produced a 2018-2019 list of AMc personnel staffed to the NRA account, but nothing else. Thus, it does not appear that all responsive documents have been produced.
13.	Documents sufficient to show each of the costs invoiced to the NRA or the NRA Foundation between January 1, 2018 and April 1, 2019, which costs were incurred by reason of the production of American	Defendants produced a few AMc invoices for work related to American Heroes production, but the produced documents are only marginally responsive. It does not appear that all

	Heroes, and whether such costs were billed to the NRA, the NRA Foundation, or both entities.	responsive documents have been produced, especially given the fact that AMc has not produced any documents from Oliver North's files, for example.
14.	Documents sufficient to show each of the costs invoiced to the NRA or the NRA Foundation between January 1, 2018 and April 1, 2019, which costs were incurred by reason of compensation or prerequisites provided to Col. North or North-Related Persons, and whether such costs were billed to the NRA, the NRA Foundation or both entities.	Defendants have produced a few documents that are responsive to this request; but it does not appear that all responsive documents have been produced, especially given the fact that documents have been produced from only seven (7) custodian files.
15.	All documents regarding Col. North's availability to film American Heroes.	Defendants produced documents responsive to this request in the form of calendar invites and emails from Oliver North's then-assistant, David Valinski. However, it does not appear that all responsive documents have been produced, especially given the fact that AMc has not produced a single document from Oliver North's files, for example.
16.	All documents regarding modifications to American Heroes production schedule from May 1, 2018 to present, and the reasons for doing so.	Defendants produced some documents responsive to this request. However, it does not appear that all responsive documents have been produced, especially given the fact that AMc has not produced a single document from Oliver North's files, for example.
17.	All documents regarding AMc's contention that it has not been paid, including documentation of the persons who performed the work in the invoices, the dates the work was performed by each person, the nature of the work performed, and the output that resulted.	Defendants have produced a few documents that are responsive to this request; but it does not appear that all responsive documents have been produced, especially given the fact that documents have been produced from only seven (7) custodian files.
18.	All documents requested in correspondence between Andrew Arulanandam and Bill Winkler on June 5 and June 25, 2019 to the extend you still contend that the invoices	Defendants objected to producing responsive documents. No responsive documents were produced.

	referenced therein have not been paid.	
19.	All documents regarding time records and day logs for all employees who worked on NRA matters.	There are a handful of documents showing hours logged by employees on what seem to be NRA accounts; but it does not appear that all responsive documents have been produced, especially given the fact that documents have been produced from only seven (7) custodian files.
20.	Documents to identify each employee who worked on the Chickasaw Nation account and the NRA account at any time between January 1, 2015 and the present, with amounts billed to each.	Defendants objected to producing responsive documents. No responsive documents were produced.
21.	Documents to identify each employee who worked on the Integris account and the NRA account at any time between January 1, 2015 and the present, with amounts billed to each.	Defendants objected to producing responsive documents. No responsive documents were produced.
22.	Documents regarding AMc's gross revenues derived from NRA work.	Defendants have not produced any documents responsive to this request.
23.	Documents to show AMc's revenues from each of its other clients.	Defendants objected to producing responsive documents. No responsive documents were produced.
24.	Documents regarding downsizing at AMc.	Defendants have not produced any documents responsive to this request.
25.	Documents regarding the negotiation of the Amendment to the Services Agreement.	Defendants have not produced any documents responsive to this request.
26.	Documents regarding prospective clients expressing fear of engaging AMc, and employees pursuing other jobs, as alleged on page nine (9) of the Motion for Preliminary Injunction.	Defendants objected to producing responsive documents. No responsive documents were produced.
27.	Documents regarding the financial damage that AMc alleged, as alleged in pages six	Defendants have not produced any documents responsive to this request.

	through 9 (6-9) of the Motion for Preliminary Injunction.	
28.	Documents regarding the NRA's failure to pay invoices within 30 days of date of invoice.	There are some documents regarding "past due" bills from AMc to NRA; but it does not appear that all responsive documents have been produced, especially given the fact that documents have been produced from only seven (7) custodian files.
29.	Documents regarding any dispute by the NRA with respect to any AMc invoice.	Defendants have produced a few documents that are responsive to this request; but it does not appear that all responsive documents have been produced.
30.	Documents to identify each officer, manager, or employee of AMc who has left AMc since May 1, 2019, the date of termination and the reason.	Defendants have not produced any documents responsive to this request.
31.	Documents to identify each officer, manager, or employee of AMc who has left AMc since May 1, 2019, the date of termination and the reason.	Defendants objected to producing responsive documents. No responsive documents were produced.
32.	Documents regarding alleged approvals by the NRA of any "annualized fees," referenced in Paragraph 27 of the Winkler Declaration.	Defendants have not produced any documents responsive to this request.
Plaintiff's First Set of Requests for Production of Documents (Case Nos. CL9002067, CL90001757)		
RFP	NRA's Request for Production	AMc's Response and Production
33.	Documents identified in response to ROG 7, which asked to identify persons which may have information pertinent to the matter.	Defendants have not produced any documents responsive to this request.
34.	Documents identified in response to ROG 8, which asked for the information each of the individuals identified in ROG 7 (see above) would possess.	Defendants have not produced any documents responsive to this request.
35.	Documents identified in response to ROG 9,	Defendants have not produced any

	which asked for the information for each of the individuals identified in ROG 7 (see above) which are not AMc employees would possess.	documents responsive to this request.
36.	Documents regarding the 2019 February Audit referenced on page three (3) of Defendants' Answer, Plea in Bar, and Counterclaim, including, without limitation, copies of all materials provided to the NRA's auditors.	AMc specifically stated in their Answer: "Defendants aver as a new matter, specifically requiring a response, that Defendants have complied with every audit request sought by the NRA during the past 38 years and that the most recent audit was completed by the NRA auditor in February 2019 with a determination that Defendants are in compliance and that Defendants do not need to return any funds to the NRA, the same result that has been reached in every other audit over the history of the relationship between the parties." Defendant's Answer, Plea in Bar, and Counterclaim, Case No. CL90001757, page 3. Defendants have not produced any documents responsive to this request.
37.	Documents regarding your assertion on page three (3) of Defendants' Answer, Plea in Bar, and Counterclaim that Defendants "have complied with every audit request sought by the NRA during the past 38 years."	Defendants have not produced any documents responsive to this request.
38.	Documents regarding Wayne LaPierre's alleged negotiation of AMc's contract with Lt. Col. Oliver North.	Defendants specifically alleged that "Defendants aver as a new matter, specifically requiring a response, that the contract with Lt. Col. Oliver North was negotiated by the NRA's Executive Vice President Wayne LaPierre, reviewed by the NRA Treasure (sic); and reviewed and approved by the NRA's audit committee, and the material terms of the contract have been known to the NRA at all times." Defendant's Answer, Plea in Bar, and Counterclaim, Case No. CL90001757,

		page 3. Defendants have not produced any documents responsive to this request.
39.	All Service Agreements that you claim have “existed between the parties in Defendants’ Answer to Paragraph ten (10) of the NRA’s Complaint.	Defendants have not produced any documents responsive to this request.
40.	Documents that were provided to the NRA between August 1, 2018 and April 12, 2019 which identify the number of unique visitors, viewership numbers, etc.	Defendants have produced a few documents showing NRATV viewership metrics; but it does not appear that all responsive documents have been produced, especially given the fact that no documents have been produced from Oliver North’s files.
41.	Documents regarding AMc’s willingness or refusal to reply to correspondence by NRA-related individuals not designated in writing pursuant to the Services Agreement.	Defendants have not produced any documents responsive to this request.
42.	Documents regarding AMc’s willingness or refusal to comply with instructions or requests received by John Frazer, Josh Powell, Wilson Phillips, Craig Spray, Rick Tedrick, or any employee of Brewer Attorneys and Counselors, Cooper & Kirk, LLP, or Forensic Risk Alliance.	Defendants have not produced any documents responsive to this request.
43.	Documents regarding any outstanding invoice for which AMc seeks payment, and related information.	Defendants have produced a few emails where AMc is discussing “past due” invoices with NRA employees; but it does not appear that all responsive documents have been produced.
44.	Documents that were provided to the NRA prior to April 12, 2019 that constitute your response to the letters you admit you received from John Frazer on March 25 and 26, 2019.	Defendants objected to producing responsive documents. No responsive documents were produced.
45.	Documents regarding the privileged PowerPoint Presentation.	Defendants have not produced any documents responsive to this request.
46.	Documents regarding the development of	Defendants have produced documents

	American Heroes.	responsive to this request.
47.	Documents regarding any relationships between AMc, Lt. Col. North, any North related person, Elaine Lammert and Lammert and Associates.	Defendants have produced only a handful of documents responsive to this request.
48.	Documents that relate to purported "billed through expenses" identified in your letter dated April 22, 2019, which you issued to Wayne LaPierre, Craig Spray, and Tyler Schropp under signature of William Winkler.	Defendants have not produced any documents responsive to this request.
49.	Documents regarding any payments made by AMc to Lt. Col. North or any North related person from January 1, 2016 to date, sufficient to identify the date of such payment, the amount of such payment, and the terms of any contract or arrangement pursuant to which payment was made.	Defendants have produced a few documents responsive to this request.
50.	Documents regarding specific billed-through expenses, including those allegedly incurred on the AMc American Express card issued at the request of Wayne LaPierre for travel, rental apartment, clothing, and expenses supposedly incurred by Tyler Schropp at Wayne LaPierre's request.	Defendants objected to producing responsive documents. No responsive documents were produced.
51.	Documents regarding expert and related reports AMc intends to have testify.	Defendants stated they would produce in accordance with the requirements of the scheduling order. No responsive documents have been produced.

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Exhibit D

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF ALEXANDRIA

NATIONAL RIFLE ASSOCIATION OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case Nos. CL19001757;
)	CL19002067
ACKERMAN MCQUEEN, INC.,)	
)	
and)	
)	
MERCURY GROUP, INC.)	
)	
Defendants.)	

**DEFENDANTS’ OBJECTIONS AND RESPONSES TO PLAINTIFF’S
REQUEST FOR PRODUCTION OF DOCUMENTS REGARDING
DEFENDANTS’ MOTION FOR PRELIMINARY INJUNCTION**

Defendants Ackerman McQueen, Inc. (“AMc”) and Mercury Group, Inc. (“Mercury Group”) (collectively “Defendants”), by counsel and pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia (the “Rules”), hereby submit the following Responses and Objections to Plaintiff the National Rifle Association of America’s (“NRA”) Request for Production of Documents Regarding Defendants’ Motion for Preliminary Injunction filed in the above-caption action (the “Lawsuit”). These Responses are based on information currently available to Defendants. Defendants reserve the right to amend, supplement or correct their responses in accordance with the Virginia Rules of the Supreme Court.

GENERAL OBJECTIONS

1. The General Objections (collectively, the “Objections”) set forth below apply to the Requests generally and to each Definition, Instruction and specific Request and, unless

otherwise stated, shall have the same force and effect as if set forth in full in response to each Definition, Instruction and specific Request. Any objection to a Definition or Instruction shall also apply equally to any other Definition, Instruction or Request that incorporates that Definition or Instruction. Any undertaking to search for or provide information or documents in response to any specific Request remains subject to these objections. The fact that an objection is not listed herein does not constitute a waiver of that objection or otherwise preclude Defendants from raising that objection at a later time.

2. These Responses, while based on a diligent search to date by Defendants (which is ongoing), reflect only the current state of the knowledge, understanding and belief of Defendants with respect to the matters addressed in the Requests. These Responses are given without prejudice to the right of Defendants to use or rely on at any time, including at any hearing or at trial, subsequently discovered information or information omitted from these Responses as a result of mistake, error, oversight or inadvertence.

3. Defendants object to the Requests on the grounds that by Plaintiff's own admission they "regard[] Defendant Ackerman's Motion for Preliminary Injunction," which the Court denied. After further discussion with counsel for Plaintiff, Defendants have agreed to treat these Requests as if they were issued with respect to the actual Lawsuit, but doing so does not cure the fact that many of the Requests seek information solely relevant to the denied motion for preliminary injunction and not relevant to the Lawsuit.

4. Defendants object to the Requests to the extent that they are vague and ambiguous, overly broad, unduly burdensome, lacking in particularity, unreasonable or seek the discovery of information that is neither relevant to the claims or defenses of any party to, nor proportional to the needs of, the Lawsuit, as well as to the extent that the Requests are unduly burdensome because

they impose a significant burden, expense and inconvenience on Defendants that outweighs the likely benefit of the Requests. In the event that Defendants agree to conduct a reasonable search for documents in response to any of the Requests, Defendants do not concede that any of the Requests seek information or documents that are relevant to the claims, defenses or subject matter, or are proportional to the needs, of the Lawsuit.

5. Any agreement by Defendants to produce documents is made without waiver of any Objections and is not intended to constitute a representation that any such responsive documents exist, but only that Defendants will produce those responsive documents that do exist, are in Defendants' possession, custody or control, are found in a reasonable search, are not subject to applicable privileges (including the attorney-client privilege), do not constitute trial preparation or other work product materials, and are otherwise within the scope of discovery.

6. Irrespective of whether Defendants produce documents or provide information in response to the Requests, Defendants reserve the right (but do not assume the obligation) to: (i) revise, amend, correct, supplement, clarify or modify the content of the Response in accordance with the applicable rules and court orders; (ii) provide additional responsive information and documents in the future; (iii) object to further discovery in the Lawsuit, including discovery relating to the subject matter of documents produced; (iv) use or rely upon any information and documents produced in the Lawsuit in any hearing, proceeding or trial; (v) use or rely upon subsequently discovered information or information omitted from this Response as a result of mistake, error, oversight or inadvertence in any hearing, proceeding or trial; and (vi) challenge the authenticity or admissibility of any information or documents in any hearing, proceeding or trial.

7. Defendants object to the Requests as overbroad and unduly burdensome to the extent that they purport to require the production of “all” or “any” documents where a subset of documents would be sufficient to provide the pertinent information.

8. Defendants object to the Requests to the extent that they purport to require anything beyond a reasonable, good faith search for responsive documents within Defendants’ immediate possession, custody or control.

9. Defendants object to the Requests to the extent that they call for the production of information protected by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine, immunity, law or rule protecting information from disclosure. Specific Objections on the ground of privilege are provided herein for emphasis and clarity only, and the absence of a specific Objection should not be interpreted as indicating that Defendants do not object to a Request on the basis of any applicable privilege, doctrine, immunity, law or rule protecting information from disclosure. Any inadvertent disclosure of such material is not intended to be, nor shall in any way be construed as, a waiver of any attorney client privilege, work product doctrine, or any other applicable privilege, doctrine, law or rule protecting information from disclosure.

10. Defendants object to the Requests to the extent that they purport to require Defendants to: (i) produce documents that are not in Defendants’ possession, custody or control; (ii) create, generate, compile or develop documents that do not currently exist and/or are not currently in Defendants’ possession, custody or control; (iii) produce documents that are available from a more comprehensive, more convenient, more efficient, less burdensome or less expensive source than Defendants or through a more convenient, more efficient, less burdensome or less expensive means than the Requests; (iv) produce documents that are public, equally available to

or already in the possession, custody or control of Plaintiff or of third persons or entities, including Plaintiffs' agents, attorneys or other representatives; (v) produce documents that are in the possession, custody or control of a third party or documents that are otherwise not in the possession, custody or control of Defendants; (vi) produce information regarding documents that have been lost, discarded or destroyed; or (vii) discern or inquire about the governance of entities that are unaffiliated with Defendants. Subject to the Objections, in responding to the Requests, Defendants will produce only documents in their possession, custody or control as of the date of the Response.

11. Defendants object to the Requests to the extent that they define the applicable time period for all Requests as beginning January 1, 2015. For many Requests the time period before January 1, 2018 is either not relevant, overly broad, or disproportionately burdensome given that the expense and inconvenience on Defendants outweighs any benefit of a response to the Requests.

12. Defendants objects to the Requests to the extent that: (i) they are unduly burdensome because they would impose expense and inconvenience on Defendants significantly disproportionate to any likelihood of discovering relevant information not already produced in the Lawsuit; and (ii) they purport to require Defendants to conduct anything beyond a reasonable and diligent search of readily-accessible files, where responsive documents reasonably would be expected to be found.

13. Defendants object to the Requests to the extent that they purport to seek the production of information or documents that reflect trade secrets, or information that is confidential, proprietary, commercially sensitive or competitively significant, or personal information relating to Defendants, its affiliates, employees and/or clients, customers or counterparties, or information that is subject to other protective orders, non-disclosure agreements

or other confidentiality undertakings. Defendants further object to producing proprietary information to Plaintiff's lawyers who have a public relations unit within the law firm that directly competes with Defendants and who have no right to view Defendants' proprietary information.

14. Defendants object to the Instructions and Definitions to the extent that they are inconsistent with the above objections and seek to impose search obligations beyond those set forth in the Rules of the Supreme Court of Virginia. For clarity's sake, this objection includes, but is not limited to, Plaintiff's definition of "affiliated entity." Defendants' search for documents will be confined to the records in the possession, custody or control of AMc, Mercury Group, and any employee or agent directly controlled by either and likely to have responsive documents.

SPECIFIC OBJECTIONS AND RESPONSES

Request for Production No. 1:

All documents that refer or relate to any lines of credit issued to Ackerman and/or Mercury.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter of the Lawsuit, but rather only relevant to AMc's Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as "all documents that refer or relate to lines of credit" potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 2:

All documents that refer or relate to amounts transferred or paid to any of Ackerman's or Mercury's members, managers, owners or any Affiliated Entities, from January 1, 2015 to the present.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter of the Lawsuit, and not even relevant to AMc's Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as "all documents that refer or relate to amounts transferred or paid" to the classes of individuals identified potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants object that the request is intended to harass and oppress Defendants and their high-level personnel by fishing into personal financial matters. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 3:

All documents that refer or relate to any capital calls that Ackerman and/or Mercury have made or considered during the period from January 1, 2015 to present.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter of the Lawsuit, but rather only relevant to AMc's Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as "all documents that refer or relate to" amounts transferred or paid to the classes of individuals identified potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, Defendants have no documents responsive to this request.

Request for Production No. 4:

Documents sufficient to show all sources, and uses, of cash on hand for each of Ackerman, Mercury and each Affiliated Entity.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter of the Lawsuit, but rather only marginally relevant to AMc's Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the

grounds that it is overbroad, unduly burdensome, and vague, as documents that would “show all sources, and uses, of cash” potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that the term “affiliated entity” is vague, overbroad, unreasonable, and seeks to impose discovery obligations beyond those required by the Rules. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff’s law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 5:

All financial statements for each of Ackerman, Mercury and any Affiliated Entity, including all versions of such statements, for the current fiscal quarter and the preceding fiscal quarter including, without limitation, all balance sheets, income statements, cash flow statements and/or statements of stockholder equity.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter of the Lawsuit, but rather only relevant to AMc’s Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the financial documents requested

potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that the term “affiliated entity” is vague, overbroad, unreasonable, and seeks to impose discovery obligations beyond those required by the Rules. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff’s law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents relevant to Defendants’ damages set forth in the counterclaims after a binding protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 6:

All documents from January 1, 2015 to the present that relate or refer to the financial condition of any of Ackerman, Mercury or any Affiliated Entity, including but not limited to financial statements, income statements, balance sheets, budgets, cost analyses, and cash flow statements and statements of stockholder equity.

RESPONSE:

Defendants object to the Request on the grounds that the bulk of the documents requested are not relevant to the subject matter of the Lawsuit, but rather only relevant to AMc's Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the financial documents requested could potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that the term "affiliated entity" is vague, overbroad, unreasonable, and seeks to impose discovery obligations beyond those required by the Rules. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, responsive documents relevant to

Defendants' damages set forth in the counterclaims after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 7:

All documents that refer or relate to an effort by Ackerman, Mercury or an Affiliated Entity to incur debt or borrow money between January 1, 2015, and the present.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter of the Lawsuit, but rather only relevant to AMc's Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the debt-related documents requested could potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that the term "affiliated entity" is vague, overbroad, unreasonable, and seeks to impose discovery obligations beyond those required by the Rules. Defendants further object on the grounds that the requested time period primarily encompasses a period of time not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the

attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 8:

All documents that refer or relate to direct or indirect communication, during the period August 1, 2018 to the present, between Ackerman, Mercury or any Affiliated Entity on the one hand, and a media outlet (including any reporter, contributor, editor, executive, content-producer or representative thereof) on the other, regarding the NRA, including all documents provided to such person(s).

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine communications that are not relevant to the subject matter of the Lawsuit. Numerous employees of the Defendants, as part of their official duties, routinely (and sometimes daily) communicated with the media about the NRA in order to advance the interests and objectives of the NRA. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 9:

All documents that refer or relate to direct or indirect communication, during the period August 1, 2018 to the present, between Ackerman, Mercury or any Affiliated Entity on the one hand, and any representative of or content-producer for the New York Times, the Wall Street Journal, The Daily Beast or Rolling Stone, on the other hand, that refers or relates to the NRA, including all documents provided to such person(s).

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine communications that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 10:

Any and all “non-cancellable contracts entered into between you and third parties for the benefit of the NRA,” as described in Section XI.E. of the 2017 Services Agreement.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the requested time period primarily encompasses a period of time not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents relevant to Defendants’ damages set forth in the counterclaims after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 11:

Any and all documents referring or relating to NRA approval of any budget for the years 2016 through 2018, including any such budget which Ackerman or Mercury claims that the NRA approved.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate documents that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants interacted with the NRA with respect to budget matters, which in turn renders this Request flawed. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 12:

Documents sufficient to identify all NRA-Dedicated Personnel (as defined in Paragraph 14 of the NRA's Complaint) as of June 19, 2019, and all projects or accounts on which each individual worked, and the amount or percentage of time dedicated to each such project or account.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants' employees memorialize their work activities and how work flow is managed, which in turn renders this request overbroad, unduly burdensome, and flawed. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 13:

Documents sufficient to show each of the costs invoiced to the NRA or the NRA Foundation between January 1, 2018 and April 1, 2019, which costs were incurred by reason of the production of American Heroes, and whether such costs were billed to the NRA, the NRA Foundation, or both entities.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 14:

Documents sufficient to show each of the costs invoiced to the NRA or the NRA Foundation between January 1, 2018 and April 1, 2019, which costs were incurred by reason of compensation or perquisites provided to Col. North or North-Related Persons, and whether such costs were billed to the NRA, the NRA Foundation or both entities.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 15:

All documents that refer or relate to Col. North's availability to film American Heroes.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that the term "availability" is vague in this context and therefore renders the Request particularly overbroad and unduly burdensome, which is further exacerbated by the terms "refer or relate to." Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 16:

All documents that refer or relate to modification to the American Heroes production schedule during the period May 1, 2018 to the present, and the reason(s) for any such modification(s).

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that the term “modification” is vague in this context and therefore renders the Request particularly overbroad and unduly burdensome, which is further exacerbated by the terms “refer or relate to.” Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 17:

All documents that relate or refer to documentation to support all bills and invoices that Ackerman and/or Mercury contend have not been paid, including without limitation documentation of the person(s) who performed the work in the invoices, the date(s) the work was performed by each person, the nature of the work performed, and the particular output that resulted, as required by Sections VIII and XI.E of the Services Agreement.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for “[a]ll documents that relate or refer” in this context is near boundless. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants’ employees memorialize their work activities and how work flow is managed, which in turn renders this request overbroad, unduly burdensome, and flawed. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff’s law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 18:

All documents requested of you in correspondence issued by NRA designee Andrew Arulanandam, to Bill Winkler, on June 5 and June 25, 2019 to the extent that you still contend that the invoices referenced therein have not been paid.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. The letters referenced contain multiple requests, many of which are subject to their own objections on an individual basis. Plaintiff cannot through one Request force Defendants to respond to multiple Requests, made in two different correspondences. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants' employees memorialize their work activities and how work flow is managed, which in turn renders this request overbroad, unduly burdensome, and flawed. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 19:

All documents that relate or refer to time records and day logs for all employees who worked on NRA matters.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for “[a]ll documents that relate or refer” in this context is near boundless. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants’ employees memorialize their work activities and how work flow is managed, which in turn renders this request overbroad, unduly burdensome, and flawed. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff’s law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 20:

Documents sufficient to identify each member of Defendants' workforce who has worked on the Chickasaw Nation account, and the NRA account, at any time between January 1, 2015 and the present, and the amount billed to Chickasaw Nation, and the amount billed to the NRA, for each such worker's services.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the requested time period primarily encompasses a period of time not relevant to the subject matter of the Lawsuit. By the NRA's own admission, no concerns arose with respect to AMc billing until late 2018. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants' employees memorialize their work activities and how work flow is managed, which in turn renders this request overbroad, unduly burdensome, and flawed. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 21:

Documents sufficient to identify each member of Defendants' workforce who has worked on the Integris account, and the NRA account, at any time between January 1, 2015 and the present, and the amount billed to Integris, and the amount billed to the NRA, in connection with each such worker's services.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the requested time period primarily encompasses a period of time not relevant to the subject matter of the Lawsuit and not reasonably calculated to lead to the discovery of admissible evidence. By the NRA's own admission, no concerns arose with respect to AMc billing until late 2018. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants' employees memorialize their work activities and how work flow is managed, which in turn renders this request overbroad, unduly burdensome, and flawed. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 22:

All documents that relate or refer to Ackerman's or Mercury's gross revenues derived from their work for the NRA.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for "[a]ll documents that relate or refer" in this context is near boundless. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 23:

Documents sufficient to show Ackerman's gross revenues from each of its clients other than the NRA, and documents sufficient to show Mercury's gross revenues from each of its clients other than the NRA.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter of the Lawsuit, but rather only relevant to AMc's Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff's law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 24:

All documents that relate or refer to a reduction in employees at Ackerman or Mercury, including but not limited to downsizing, layoffs, and terminations.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for “[a]ll documents that relate or refer” in this context is near boundless. Defendants further object on the grounds that the default time period of January 1, 2015 to the present primarily encompasses a period not relevant to the subject matter of the Lawsuit and not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the document.

Request for Production No. 25:

All documents that relate or refer to negotiation of the Amendment to the Services Agreement.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for “[a]ll documents that relate or refer” in this context is vague and therefore potentially boundless. Defendants further object on the grounds that the default time period of January 1, 2015 to the present primarily encompasses a period not relevant to the subject matter of the Lawsuit and not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 26:

All documents that relate or refer to “a cascade of negative effects on AMc’s goodwill,” including but not limited to documents identifying “[p]rospective clients [who] have expressed fears about engaging with AMc and [who] have taken their business to competitors” and “AMc’s most valuable employees [who] have already begun to pursue other employment” as alleged on page nine (9) of your Motion for Preliminary Injunction.

RESPONSE:

Defendants object to the Request on the grounds that the documents requested are not relevant to the subject matter involved in the Lawsuit, but rather are only relevant to AMc’s Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request is intended to harass and oppress Defendants by fishing into categories of financial information not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks proprietary information by Plaintiff’s law firm, the Brewer law firm, which actively competes with Defendants on public relations projects and will misuse the documents. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 27:

All documents that relate or refer to the “substantial financial damage” or irreparable harm that Ackerman will suffer immediately, or has already suffered, as alleged in pages six through nine (6-9) of Ackerman’s Motion for Preliminary Injunction.

RESPONSE:

Defendants object to the Request on the grounds that the bulk of the documents requested are not relevant to the subject matter involved in the Lawsuit, but rather only relevant to AMc’s Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents relevant to Defendants’ damages set forth in the counterclaims after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 28:

All documents that relate or refer to any failure by the NRA to pay any invoice from Ackerman or Mercury within 30 days of the date of the invoice.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for “[a]ll documents that relate or refer” in this context is vague and therefore potentially boundless. Defendants further object on the grounds that the default time period of January 1, 2015 to the present primarily encompasses a period not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 29:

All documents that relate or refer to any question, inquiry, complaint, or dispute by the NRA with respect to any invoice from Ackerman or Mercury.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for “[a]ll documents that relate or refer” in this context is vague and therefore potentially boundless. Defendants further object on the grounds that the default time period of January 1, 2015 to the present primarily encompasses a period not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 30:

Documents sufficient to identify each officer, manager or employee of Ackerman or Mercury who has left Ackerman or Mercury's employment since May 1, 2019, the date of termination, and the reason(s) for termination.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request encompasses employees who have left for reasons not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

Request for Production No. 31:

Documents sufficient to identify the salary expenses and overhead costs referenced in Paragraph 26 of the Winkler Declaration, on a monthly basis, descriptions of each such expense or cost, the monthly sum paid by the NRA which Defendants utilize to “cover” the “majority” of those expenses and costs (see Winkler Decl., ¶ 26), and the source or sources from which payment for the remainder of those expenses and costs are drawn.

RESPONSE:

Defendants object to this Request on the grounds that the documents requested are not sufficiently relevant to the subject matter of the Lawsuit, but rather only marginally relevant to AMc’s Motion for Preliminary Injunction, which was denied. Defendants further object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. Defendants object that the request has multiple unrelated parts and is therefore not the description of a category of documents, but vague descriptions of multiple categories. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request for Production No. 32:

Any and all documents referring or relating to the alleged approvals by the NRA of any of the “annualized fees,” referenced in Paragraph 27 of the Winkler Declaration.

RESPONSE:


Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate large and diffuse classes of documents not relevant to the subject matter of the Lawsuit. A request for “[a]ny and all documents relating or referring” in this context is vague and therefore potentially boundless. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non objectionable, responsive documents after a protective order has been issued to protect the confidential and proprietary nature of the documents.

ACKERMAN MCQUEEN, INC. and
MERCURY GROUP, INC.
By Counsel

Dated: July 25, 2019

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that the foregoing Defendants' Responses to Plaintiff's Document Requests to Defendants Regarding Defendants' Motion for Preliminary Injunction was served on July 25, 2019, on the following counsel for Plaintiff by agreement via email:

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VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF ALEXANDRIA

NATIONAL RIFLE ASSOCIATION OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case Nos. CL19001757;
)	CL19002067
ACKERMAN MCQUEEN, INC.,)	
)	
and)	
)	
MERCURY GROUP, INC.)	
)	
Defendants.)	

DEFENDANTS' OBJECTIONS AND RESPONSES
TO PLAINTIFF'S SECOND SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS

Defendants Ackerman McQueen, Inc. ("AMc") and Mercury Group, Inc. ("Mercury Group") (collectively "Defendants"), by counsel and pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia (the "Rules"), hereby submit the following Responses and Objections to Plaintiff the National Rifle Association of America's ("NRA") Request for Production of Documents Regarding Defendants' Motion for Preliminary Injunction filed in the above-caption action (the "Lawsuit"). These Responses are based on information currently available to Defendants. Defendants reserve the right to amend, supplement or correct their responses in accordance with the Virginia Rules of the Supreme Court.

GENERAL OBJECTIONS

1. The General Objections (collectively, the "Objections") set forth below apply to the Requests generally and to each Definition, Instruction and specific Request and, unless

otherwise stated, shall have the same force and effect as if set forth in full in response to each Definition, Instruction and specific Request. Any objection to a Definition or Instruction shall also apply equally to any other Definition, Instruction or Request that incorporates that Definition or Instruction. Any undertaking to search for or provide information or documents in response to any specific Request remains subject to these objections. The fact that an objection is not listed herein does not constitute a waiver of that objection or otherwise preclude Defendants from raising that objection at a later time.

2. These Responses, while based on a diligent search to date by Defendants (which is ongoing), reflect only the current state of the knowledge, understanding and belief of Defendants with respect to the matters addressed in the Requests. These Responses are given without prejudice to the right of Defendants to use or rely on at any time, including at any hearing or at trial, subsequently discovered information or information omitted from these Responses as a result of mistake, error, oversight or inadvertence.

3. Defendants object to instructions to the extent that the instructions seek to impose onerous methods and/or forms of production. Defendants will produce documents as they are kept in the usual course of business.

4. Defendants object to the Requests to the extent that they are vague and ambiguous, overly broad, unduly burdensome, lacking in particularity, unreasonable or seek the discovery of information that is neither relevant to the claims or defenses of any party to, nor proportional to the needs of, the Lawsuit, as well as to the extent that the Requests are unduly burdensome because they impose a significant burden, expense and inconvenience on Defendants that outweighs the likely benefit of the Requests. In the event that Defendants agree to conduct a reasonable search for documents in response to any of the Requests, Defendants do not concede that any of the

Requests seek information or documents that are relevant to the claims, defenses or subject matter, or are proportional to the needs, of the Lawsuit.

5. Any agreement by Defendants to produce documents is made without waiver of any Objections and is not intended to constitute a representation that any such responsive documents exist, but only that Defendants will produce those responsive documents that do exist, are in Defendants' possession, custody or control, are found in a reasonable search, are not subject to applicable privileges (including the attorney-client privilege), do not constitute trial preparation or other work product materials, and are otherwise within the scope of discovery.

6. Irrespective of whether Defendants produce documents or provide information in response to the Requests, Defendants reserve the right (but do not assume the obligation) to: (i) revise, amend, correct, supplement, clarify or modify the content of the Response in accordance with the applicable rules and court orders; (ii) provide additional responsive information and documents in the future; (iii) object to further discovery in the Lawsuit, including discovery relating to the subject matter of documents produced; (iv) use or rely upon any information and documents produced in the Lawsuit in any hearing, proceeding or trial; (v) use or rely upon subsequently discovered information or information omitted from this Response as a result of mistake, error, oversight or inadvertence in any hearing, proceeding or trial; and (vi) challenge the authenticity or admissibility of any information or documents in any hearing, proceeding or trial.

7. Defendants object to the Requests to the extent that they purport to require anything beyond a reasonable, good faith search for responsive documents within Defendants' immediate possession, custody or control.

8. Defendants object to the Requests to the extent that they call for the production of information protected by the attorney-client privilege, the attorney work product doctrine or any

other applicable privilege, doctrine, immunity, law or rule protecting information from disclosure. Specific Objections on the ground of privilege are provided herein for emphasis and clarity only, and the absence of a specific Objection should not be interpreted as indicating that Defendants do not object to a Request on the basis of any applicable privilege, doctrine, immunity, law or rule protecting information from disclosure. Any inadvertent disclosure of such material is not intended to be, nor shall in any way be construed as, a waiver of any attorney client privilege, work product doctrine, or any other applicable privilege, doctrine, law or rule protecting information from disclosure.

9. Defendants object to the Requests to the extent that they purport to require Defendants to: (i) produce documents that are not in Defendants' possession, custody or control; (ii) create, generate, compile or develop documents that do not currently exist and/or are not currently in Defendants' possession, custody or control; (iii) produce documents that are available from a more comprehensive, more convenient, more efficient, less burdensome or less expensive source than Defendants or through a more convenient, more efficient, less burdensome or less expensive means than the Requests; (iv) produce documents that are public, equally available to or already in the possession, custody or control of Plaintiff or of third persons or entities, including Plaintiffs' agents, attorneys or other representatives; (v) produce documents that are in the possession, custody or control of a third party or documents that are otherwise not in the possession, custody or control of Defendants; (vi) produce information regarding documents that have been lost, discarded or destroyed; or (vii) discern or inquire about the governance of entities that are unaffiliated with Defendants. Subject to the Objections, in responding to the Requests, Defendants will produce only documents in their possession, custody or control as of the date of the Response.

10. Defendants object to the Requests to the extent that they define the applicable time period for all Requests as beginning January 1, 2015. For many Requests the time period before January 1, 2018 is either not relevant, overly broad, or disproportionately burdensome given that the expense and inconvenience on Defendants outweighs any benefit of a response to the Requests.

11. Defendants objects to the Requests to the extent that: (i) they are unduly burdensome because they would impose expense and inconvenience on Defendants significantly disproportionate to any likelihood of discovering relevant information not already produced in the Lawsuit; and (ii) they purport to require Defendants to conduct anything beyond a reasonable and diligent search of readily-accessible files, where responsive documents reasonably would be expected to be found.

12. Defendants object to the Requests to the extent that they purport to seek the production of information or documents that reflect trade secrets, or information that is confidential, proprietary, commercially sensitive or competitively significant, or personal information relating to Defendants, its affiliates, employees and/or clients, customers or counterparties, or information that is subject to other protective orders, non-disclosure agreements or other confidentiality undertakings. Defendants further object to producing proprietary information to Plaintiff's lawyers who have a public relations unit within the law firm that directly competes with Defendants and who have no right to view Defendants' proprietary information.

13. Defendants object to the Instructions and Definitions to the extent that they are inconsistent with the above objections and seek to impose search obligations beyond those set forth in the Rules of the Supreme Court of Virginia. For clarity's sake, this objection includes, but is not limited to, Plaintiff's definition of "affiliated entity." Defendants' search for documents will

be confined to the records in the possession, custody or control of AMc, Mercury Group, and any employee or agent directly controlled by either and likely to have responsive documents.

DEFENDANTS' OBJECTIONS AND RESPONSES

Request For Production No. 33:

Produce all documents and communications identified in response to Interrogatory No. 7.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. However, Interrogatory No. 7 does not appear to directly implicate the identification of any "documents and communications," and thus it is unclear what this Request seeks. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 34:

Produce all documents and communications identified in response to Interrogatory No. 8.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine communications that are not relevant to the subject matter of the Lawsuit. However,

Interrogatory No. 8 does not appear to directly implicate the identification of any “documents and communications,” and thus it is unclear what this Request seeks. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 35:

Produce all documents and communications identified in response to Interrogatory No. 9.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. However, Interrogatory No. 9 does not appear to directly implicate the identification of any “documents and communications,” and thus it is unclear what this Request seeks. Defendants further object to this Request on the grounds that it attempts impose upon the Defendants an obligation to know what third-parties know and their basis for having such knowledge. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, nonprivileged, responsive documents.

Request For Production No. 36:

Produce all documents that refer or relate to the February 2019 audit referenced on page three (3) of Defendants' Answer, Plea in Bar, and Counterclaim including, without limitation, copies of all materials provided to the NRA's auditors.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request on the grounds that it mischaracterizes the responsibilities of Defendants, and Plaintiff's rights, under the Services Agreement—AMc made materials accessible for examination. Defendants further object on the grounds that while AMc provided access to a substantial amount of material it cannot identify all of the materials that the NRA auditors actually accessed. Defendants further object on the grounds that it is unclear which page and which counterclaim suit to which the Request refers. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure. Defendants are willing to respond to this Request, but require clarification from Plaintiff before doing so.

Request For Production No. 37:

Produce all documents that refer or relate to your assertion on page three (3) of Defendants' Answer, Plea in Bar, and Counterclaim, dated May 23, 2019, "that Defendants have complied with

every audit request sought by the NRA during the past 38 years,” including without limitation all documents that support that assertion and all documents that are inconsistent with that assertion.

RESPONSE

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. The time period and attending scope of the request are not possible and disregard that the Lawsuit itself has a much more limited scope. Defendants further object on the grounds that it is unclear which page the Request refers. Defendants further object on the grounds that the Request seeks to have Defendants make the legal conclusion that there are documents “inconsistent” with Defendants’ position. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 38:

Produce all documents that refer or relate to Wayne LaPierre’s alleged “negotiation” of AMc’s “contract with Lt. Col. Oliver North,” as alleged on page three (3) of Defendants’ Answer, Plea in Bar, and Counterclaim.

RESPONSE

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent that it improperly assumes that the act of negotiation necessarily implicates documents referencing third parties that are not party to the contract at issue. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 39:

Produce all “Service Agreements” that you claim “have existed between the parties,” in Defendants’ Answer to Paragraph Ten (10) of the NRA’s Complaint.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as some of the documents requested are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff. Defendants further object to this Request to the extent it calls for the production of documents or information protected

by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 40:

Produce all documents that you provided to the NRA between August 1, 2018, and April 12, 2019, which identify the number of unique visitors, viewership numbers, clickthrough rates, or related performance metrics for any NRA TV platform, to which your denial in Defendants' Answer to Paragraph 18 (bullet point 5) of the NRA's Complaint, refers or relates.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents that are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request that it seeks performance metrics that have never existed and therefore contains a flawed premise. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 41:

Produce all documents that refer or relate to Section IX of the 2017 Services Agreement including, without limitation, all documents that refer or relate to AMc's willingness or refusal to reply to correspondence, or comply with instructions or requests to AMc issued by NRA-related individuals who had not been identified in writing as "designees" pursuant to Section IX of the 2017 Services Agreement.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it mischaracterizes the actions of Defendants with respect to Section IX of the 2017 Services Agreement. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 42:

Produce all documents that refer or relate to AMc's willingness or refusal to comply with any instruction or request received, during the period August 1, 2018, to April 11, 2019, from:

John Frazer; Josh Powell; Wilson Phillips; Craig Spray; Rick Tedrick; or, any employee or agent of Brewer, Attorneys & Counselors, Cooper & Kirk LLP, or Forensic Risk Alliance.

RESPONSE

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it mischaracterizes the actions of Defendants. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff and/or a Third Party. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 43:

With respect to any purportedly outstanding invoice for which AMc seeks payment, provide all documents detailing information and support of the type identified in "Exhibit A" to that certain letter from Andrew Arulanandam to Bill Winkler dated June 5, 2019 (appended here as Exhibit 4), and that certain guidance transmitted by Andrew Arulanandam to Bill Winkler by email on June 25, 2019 (appended here as Exhibit 5), including, without limitation: copies of any creative or other work product for which compensation is sought; employee time records, or similar ordinary-course business records, sufficient to show who completed the invoiced work,

and when; and, any third-party vendor, equipment-rental, or analogous costs incurred by AMc which AMc purports to “pass through” to the NRA, including documents sufficient to show any markup applied by AMc in connection therewith.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate documents that are not relevant to the subject matter of the Lawsuit. In particular, the Request essentially asks Defendants to trace every feature of an activity present on an invoice, as well as its connection to other activities, which is unduly burdensome. Defendants further object to this Request on the grounds that its premise evinces a fundamental misunderstanding about how Defendants interacted with the NRA with respect to budget matters, which in turn renders this Request flawed. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff and/or a Third Party. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 44:

Produce all documents that you provided to the NRA prior to April 12, 2019, that reflect, refer to or constitute your response(s) to the letters you admit you received from the NRA’s

General Counsel on March 25 and 26, 2019, in Defendants' Answer to Paragraphs 27 and 28 of the NRA's Complaint.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested potentially implicate documents that are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff and/or a Third Party. In particular, the Request appears to seek documents that Plaintiff admits constituted the Defendants' response and were already provided to the NRA. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request For Production No. 45:

Produce all documents that refer or relate to the Privileged PowerPoint Presentation.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad and vague, as the documents requested potentially implicate documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, Defendants are not aware of any documents responsive to this request.

Request For Production No. 46:

Produce all documents that refer or relate to the development of American Heroes.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. In particular, the term development is vague as it is unclear whether the request refers to the generation of the concept itself or some other aspect of American Heroes. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff and/or a Third Party. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 47:

Produce all documents that refer or relate to any employment, contracting, or other financial relationship between AMc and (i) Lt. Col. Oliver North; (ii) any North-Related Person; (iii) Elaine Lammert; and/or (iv) Lammert and Associates.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit, including routine periodic payroll documents. Defendants object to the extent that the request for documents associated with items (iii) and (iv) are not relevant. Defendants further object to this Request on the grounds that “North-Related Persons” is vague. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure. Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 48:

Produce all documents that refer or relate to the purported “Billed Through Expenses” identified in your letters dated April 22, 2019 (including attachments thereto), which you issued to Wayne LaPierre, Craig Spray and Tyler Schropp under the signature of William Winkler.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff and/or a Third Party.

Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 49:

With respect to any direct or indirect payment made by AMc to Lt. Col. Oliver North or any North-Related Person during the period from January 1, 2016, to present, produce documents sufficient to identify: the date of such payment; the amount of such payment; the invoice(s), if any, issued by AMc to the NRA relating to such payment; and, the terms of any contract or arrangement pursuant to which the payment was made.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request seeks documents that are equally available to or already in the possession, custody or control of Plaintiff and/or a Third Party. Defendants further object to this Request on the grounds that “North-Related Persons” is vague. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents.

Request For Production No. 50:

Produce all documents that refer or relate to the following purported Billed-Through Expenses (i) through (v), including documents prepared or signed by AMc executives which authorize AMc to pay the expenses, or alternatively, documents prepared or signed by AMc executives which withhold authorization for AMc to pay such expenses; correspondence with the NRA seeking or securing authority to bill the NRA for such expenses; and documents which evidence that AMc harbored concerns as to the propriety of the purported Billed-Through Expenses, and AMc's actions to inform the NRA of its concerns and change AMc's protocol for processing such expenses.

(i) Billed-Through Expenses allegedly incurred between November 3 and November 16, 2014, on an AMc American Express card issued at the request of LaPierre,

(ii) Billed-Through Expenses allegedly incurred on January 10, 2013, January 22, 2013 and November 1, 2014, and attributed to LaPierre in connection with invoices allegedly issued by II&IS;

(iii) Billed-Through Expenses allegedly incurred in May and June of 2016 at the request of LaPierre, and are purportedly associated with a rental apartment;

(iv) Billed-Through Expenses allegedly incurred at the request or for the benefit of LaPierre between 2004 and 2017 in a "Zegna" clothing store;

(v) Billed-Through Expenses allegedly incurred between May 2013 and September 2018 on an AMC American Express card supposedly issued to Tyler Schropp at LaPierre's request.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad, unduly burdensome, and vague, as the documents requested could potentially implicate large and diffuse classes of routine documents and communications that are not relevant to the subject matter of the Lawsuit. Defendants further object on the grounds that the Request is confusing as it appears to be at least five requests, that each have an extensive class of discrete sub-requests that involve varied concepts and time periods, some of which cover time periods not relevant to the suit. Defendants further object to this Request to the extent it calls for the production of documents or information protected by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Request For Production No. 51:

Produce all documents comprising, relating to, or mentioned in any expert report or expert analysis by any expert witness AMc intends to have testify at the trial of this case, including all documents reviewed and/or relied upon by the expert in preparing any expert report or preparing for testifying at trial or in a deposition.

RESPONSE:

Defendants object to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it seeks to have Defendants gather and produce “all documents” which indirectly or incidentally comprise, relate to, or mentioned in any expert report or expert analysis by any expert witness Defendants intend to have testify in this case. Defendants further object to this Request to the extent it calls for the production of documents or information protected

by the attorney-client privilege, the work-product doctrine, the common interest doctrine, and/or any other privilege or immunity from disclosure.

Subject to the foregoing objections and the General Objections, and following a reasonable search, Defendants shall produce non-objectionable, non-privileged, responsive documents in accordance with the scheduling order.

ACKERMAN MCQUEEN, INC. and
MERCURY GROUP, INC.
By Counsel

Dated: September 5, 2019

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that the foregoing Defendants' Responses to Plaintiff's Second Set of Document Requests to was served on September 5, 2019, on the following counsel for Plaintiff by agreement via email:

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