

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF ALEXANDRIA

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

DEFENDANTS' MOTION TO COMPEL THE PRODUCTION OF NRA DOCUMENTS

Pursuant to Va. Supreme Court Rule 4: 12(a), Defendants Ackerman McQueen and Mercury Group (hereafter collectively "AMc") respectfully request that this Court order the National Rifle Association of American (hereafter "NRA") to produce outstanding documents responsive to AMc's requests for production in the above-captioned cases.


Specifically, the NRA has substantially failed to produce documents responsive to 27 of AMc's requests. Over the last six months, AMc has issued three deficiency letters that set forth in detail the documents that are missing and AMc's basis for insisting on the production. AMc has also scheduled three formal meet and confers, requested the documents in subsequent emails, and asked for supplementation during depositions. AMc can no longer wait for the NRA to produce documents. This motion is warranted to force the NRA to meet its discovery obligations.


The details of this motion are provided in the concurrently-filed Memorandum of Law in support of this Motion. AMc also respectfully requests that it be granted its attorney fees and costs associated with bringing this discovery dispute to the attention of the Court.

WHEREFORE, AMc, by counsel, respectfully requests that this Court should grant this Motion to Compel in full and order the NRA to produce documents responsive to requests made in Case No. 19001757: 2, 3, 4, 6, 7, 8, 9, 10, 11, 14, 16, 28, 29, 30, 35, and 37. In addition, this court should order the NRA to produce documents responsive to requests made in Case No. 19002067: 2, 4, 6, 8, 9, 10, 13, 17, and 25.

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

Dated: January 23, 2020


Respectfully submitted, 


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CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on January 23, 2020, on the following counsel for Plaintiff by agreement via email addressed to:

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subsequent emails, and asked for supplementation in the middle of depositions. The NRA's consistent response has not been that its boilerplate objections are valid, but rather, "I'll email you." It has not done so. Instead, not counting the NRA's document dump,¹ the NRA has only produced approximately 3,500 documents total. Conversely, AMc has produced over 19,000 documents, five-times more than the NRA, and anticipates substantially completing its production by February 5, 2020.

But the bulk numbers only tell part of the story. The NRA has produced less than 300 documents attributable to key NRA custodians such as Wayne LaPierre, Carolyn Meadows, Charles Cotton, Josh Powell, Woody Phillips, and others. While common sense suggests that the NRA may not have even searched their email boxes, the depositions at a minimum indicate the NRA is actively withholding documents.

For example, Document Request ("RFP") No. 28 seeks "[a]ll documents referring or relating to government investigations or inquiries of Wayne LaPierre's interactions with AMc or any other vendor doing business with the NRA." **Exhibit A**, Document Requests in CL19001757 at 26. In his deposition, Mr. LaPierre stated that the NRA "had the Brewer firm doing a massive amount of work, including dealing with folks inside that were declaring themselves as whistleblowers. Somebody had to go and run down all of those and find out whether there was any truth in it or not and then run down every one of those." (LaPierre Dep. 162:20-25). Information regarding whistleblowing is relevant to the litigation as it suggests potential leak sources and financial malfeasance relevant to AMc's counterclaims and other pertinent issues. Yet, the NRA

¹ Early in the case the NRA produced over 25,000 documents not relevant to this case and marginally responsive to the document requests. Most predated the issues by years and many were already bates stamped "Lockton" a reference to another lawsuit involving the NRA that was settled in 2018, *NRA v. Lockton*.

has produced very little regarding these “folks declaring themselves whistleblowers,” let alone anything from the email boxes of key custodians.

This circumstance typifies the NRA’s document production. More to the point, it has left AMc with no choice but to seek judicial intervention. As set forth below, the Court should compel the NRA to produce documents in response to AMc’s document requests.

Standard of Review

Rule 4:1(b)(1) provides that “[p]arties 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.” The Rule further provides that “[i]t is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.” *Id.* “The general policy of the general discovery rules is to provide unfettered and far-reaching discovery with as little court intervention as possible.” W. Hamilton Bryson, Bryson on Virginia Civil Procedure, § 9.03 (3d ed. 2005). Thus, “[t]he plain language of Rule 4:1(b) is very broad and allows discovery requests, which are ‘relevant to the subject matter involved in the pending action.’” *Bosworth v. Vornado Realty L.P.*, 84 Va. Cir. 353 (Fairfax 2012) (quoting *Nizan v. Wells Fargo Bank Minn. Nat’l Ass’n*, 274 Va. 481, 501 (2007)).

Rule 4:12(a)(2) provides that “[a] party, upon reasonable notice to other parties and all persons affected thereby, may apply for an order compelling discovery... [by moving] for an order compelling an answer, or a designation, or an order compelling inspection in accordance with the request.” The Rule further provides that “[f]or purposes of this subdivision an evasive or incomplete answer is to be treated as a failure to answer.” Va. Sup. Ct. R. 4:12(a)(3). “[T]he granting or denying of discovery is a matter within the discretion of the [circuit] court and will not

be reversed on appeal unless ‘the action taken was improvident and affected substantial rights.’”
Nizan, 274 Va. at 500 (2007) (quoting *O’Brian v. Langley Sch.*, 256 Va. 547, 552 (1998)).

I. The NRA has not produced documents central to the allegations.

A. Wayne LaPierre’s Handwritten Notes – RFP No. 2 (CL19001757)

On June 6, 2019—over seven months ago—AMc requested the handwritten notes of the NRA’s Executive Vice President, Wayne LaPierre:

“All documents, including handwritten notes, including shorthand notes, drafted, sent, or received by Wayne LaPierre from 2015 to the present that relate or refer to Defendants.”

(Document Requests in CL19001757 at 5). In the months that followed, AMc has repeatedly requested his notes and the NRA has repeatedly failed to produce them. Discovery has confirmed both their existence and their importance to the issues in this case.

During Mr. LaPierre’s September 24, 2019 deposition he explained that “A lot of times I take notes on yellow pads. . . It’s kind of my own shorthand.” (LaPierre Dep. 50:1-8). He organized them by date in 12 to 14 bins in his garage, but in early 2018, “turned [them] over as part of the discovery process to [NRA] attorneys, and they’re all with the attorneys now.” (*Id.* at 50:19-22) Following this revelation, counsel for AMc alerted the NRA to its deficient production:

[AMc COUNSEL]: Counsel, we haven’t received any documents relating to his yellow pad notes.

[NRA COUNSEL]: Okay. I’ll check on it.

One month later, on October 29, 2019, when the NRA had still not produced a single handwritten note from Mr. LaPierre, AMc sent the NRA a Letter of Deficiency again requesting production of Mr. LaPierre’s handwritten notes. **Exhibit B**, October 29 Letter of Deficiency at 8-9.

On November 11, 2019, the parties held a meet and confer where the NRA represented that it was conducting a review of Mr. LaPierre's notes, including organizing and transcribing the notes, and it would produce the notes in its upcoming productions. The NRA further represented in a letter November 18, 2019 that the NRA expected to complete its review of Mr. LaPierre's handwritten notes by December 6, 2019. Yet on December 6 the NRA again produced nothing, instead stating:

On November 18, 2019, I advised you that the NRA anticipated completing its review of notepads used by Mr. LaPierre by today, December 6, 2019. I regret to inform you that we are behind schedule and require more time to complete our review. We anticipate producing responsive documents from Mr. LaPierre's notepads on a rolling basis.

AMc responded that although it did not object to a rolling production, "we ask that you provide us an estimate of when you will complete production of Mr. LaPierre's notes." The NRA never responded.

On January 10, 2020, during the deposition of the NRA's Managing Director, Executive Operations at the NRA, Millie Hallow, AMc again alerted the NRA to its deficient production. After she testified that Mr. LaPierre organized his notepads by topic and carried them in duffle bag to meetings, the following exchange occurred:

[AMc COUNSEL]: Counsel, I think you've been promising to turn over the yellow pads for many months. Is there any progress on that?

[NRA COUNSEL]: I'll e-mail you by noon on Monday what the status is.

(Hallow Dep. 85:24-25; 86:1-3). Monday came and went, but the NRA counsel again failed to follow up on the production of Mr. LaPierre's notes. Despite AMc's repeated requests and the NRA's repeated promises, the NRA has not produced a single handwritten note from Mr. LaPierre. In fact, the NRA's production on January 8, 2020 was a total of only seven documents and its latest production on January 13, 2020 was only three documents.

This failure to comply with its own assurances of production highly prejudices AMc. Mr. LaPierre was not only personally involved in the key interactions that are at issue in this case, but also the person that made decisions with respect to AMc. In fact, he personally authorized the filing of the lawsuits against the Defendants. (LaPierre Dep. 329:7) Lt. Col. Oliver North, confirmed this as well, testifying that Mr. LaPierre's had a central role in negotiating Lt. Col. North's contract, obstructing Lt. Col. North's attempts to review the Brewer firm's bills, and was the victim of the alleged 'coup' detailed in the NRA's complaint. (*see e.g.* North Dep. 19:11-12; 245:13-16). This reinforces what is already obvious. Mr. LaPierre's notes are directly relevant to the NRA and AMc's relationship and memorialize his impressions of key interactions and meetings at the center of this case. AMc is thus entitled to these notes and the NRA has an obligation to produce them. Its failure to do so after the passage of seven months, two deficiency letters, two meet and confers, and two demands during depositions is unacceptable.

B. Evidence Related to Leak Allegations – RFP Nos. 2, 4, 6; Rog. Nos. 7-11 (CL19002067)

The NRA's Second Lawsuit alleges that "AMc readily shared snippets of confidential and proprietary materials with hostile third parties, including the news media . . ." and brings a claim in support. Eight months after making this allegation the NRA has still not produced evidence any evidence that AMc purportedly leaked, let alone its basis for the allegation. AMc's discovery requests require it to do so. On July 16, 2019 AMc issued the following discovery requests.

- RFP No. 2 requests "All documents relating or referring to the specific 'sources' that allegedly 'advised' he NRA 'that leaks were emanating from AMc,' as alleged in Paragraph No. 23 of the Complaint."
- RFP No. 4 requests "All documents relating or referring to the NRA's contention that 'AMc conspired with [others] to disseminate select NRA records, as alleged in Paragraph No. 24 of the Complaint, and including, but not limited to, documents sufficient to identities [sic.] of the alleged conspirators.'"

- RFP No. 6 requests “All documents relating or referring to the NRA’s contention that ‘AMc directly or indirectly disclosed the NRA’s confidential information’ to ‘media outlets,’ as alleged in Paragraph No. 30 of the Complaint, and including, but not limited to, ‘The New York Times, The Wall Street Journal, The Daily Beast, and Rolling Stone.’”

Exhibit C, Document Requests in CL19002067 at 6-8.

On July 17, 2019, AMc also served the NRA with interrogatories seeking a detailed explanation of all circumstances surrounding the alleged “leaks.” Interrogatory No. 7 asks that the NRA “[i]dentify each employee or agent of the Defendants that the NRA believed has ‘leaked’ information about the NRA, and specifically what information was leaked who that information was leaked to, and when the leak occurred.” **Exhibit D**, Interrogatories in CL19002067 at 18. Similarly, AMc Interrogatories Nos. 8, 9, 10, and 11 seek further details surrounding the NRA’s contention that AMc leaked confidential information.

The NRA responded to the interrogatories on August 20, 2019 declining to identify the persons at AMc that purportedly leaked² “because responding to it would require the NRA to speculate as to facts in Defendants’ sole possession. Specifically, AMc’s Interrogatory seeks information held by, and regarding, AMc’s own employees and agents. The NRA declines to speculate as to who among AMc staff and agents possess the knowledge” to leak. (*Id.* at 20). The NRA further stated that it “continues to investigate the subject matter of the litigation and will additional responsive information it may acquire[.]” (*Id.* at 21).

² The NRA identified its own, now former, counsel Steve Hart as having “conspired with AMc to distribute the Winkler Letters” to certain members of the NRA board of directors. (Interrogatories in CL19002067 at 25) The NRA did not identify who, at AMc, allegedly conspired. Moreover, AMc understands that the NRA is asserting privilege over the communication between Steve Hart and the board members. If the communication was a privileged attorney-client communication, it was not a leak.

During Mr. LaPierre's deposition on September 24, 2019, he testified that he had knowledge of a leak concerning an allegation regarding his niece's child, but when pressed further as to other leaks purportedly perpetrated by AMc, Mr. LaPierre declined to answer on grounds of attorney client-privilege. (LaPierre Dep. 239:12). On October 29, 2019, with still no evidence to support the NRA's leak allegations, AMc sent the NRA a Letter of Deficiency again requesting production of evidence related to the alleged leaks, including the one referenced by Mr. LaPierre. (October 29 Letter of Deficiency at 8-9). Following a meet and confer, the NRA responded that it was "not presently aware of a recorded statement or communication" regarding the specific leak allegation regarding Mr. LaPierre's niece's child that he identified during his deposition. The NRA did not produce documents related to its leak allegations³ and failed to identify the source and circumstances surrounding the alleged leaks by supplementing its response to AMc's interrogatories as is required pursuant Rule 4:1(e).

On January 16, 2020, AMc took the deposition of NRA general counsel, John Frazer. AMc asked Mr. Frazer a number of times to identify which AMc employee or agent leaked confidential information to the press. Although Mr. Frazer admitted to having knowledge of the identity of the leaker, Mr. Frazer declined to provide the answer hiding behind the shield of privilege. After a back and forth between counsel as to the appropriateness of the privilege assertion, counsel for the NRA admitted that AMc is entitled to know who the NRA believes is the leaker, suggesting perhaps through an interrogatory, but maintained that the source of that information could not be Mr. Frazer because of attorney-client privilege and work product protection. Counsel for AMc

³ In response to a specific request in AMc's October 29 Deficiency Letter, the NRA produced a single document—a draft of an analysis of the NRA's finances—that it purports was leaked to the press by AMc.

then pointed out that the NRA had failed to provide that information in response to its numerous interrogatories.

The NRA brought a lawsuit alleging that AMc leaked confidential information but has failed to produce evidence indicating that AMc conspired to or perpetrated these leaks. Mr. LaPierre and Mr. Frazer's deposition make clear that the NRA is withholding this information from AMc, an action which is wholly unjustifiable. The NRA cannot bring a lawsuit alleging an employee or agent of AMc leaked confidential information and refuse indicate who the leaker is or provide evidence surrounding the circumstances of the alleged leaks by hiding behind privilege assertions. The NRA is once again attempting to use the attorney-client privilege as both a sword and a shield, prejudicing AMc's ability to defend itself against these claims. (*See Defendants' Motion to Compel the Production of Third-Party Documents at 6-7* (arguing that the NRA should not be allowed to wield privilege as both a sword and a shield)). Further, the NRA's objection to AMc's interrogatory on the grounds that AMc "possesses" the knowledge of who leaked to the NRA and the NRA declines to "speculate" the as to the identity of the leaker is untenable. AMc has adamantly denied allegations of leaks and the NRA nonetheless has a duty to divulge the facts on which it bases its lawsuit.

The NRA should be required to produce evidence of the circumstances surrounding the leak allegations, including responses to AMc's interrogatories, which are the crux the NRA's Second Lawsuit. Additionally, the NRA must also turn over documents that discuss or conclude that non-AMc employees were involved in any leak to the press, as such a document "relates" to the allegation that there was a leak to the press. Exculpatory evidence is particularly relevant to the allegation. Withholding the information prejudices AMc's defense and the NRA should not be allowed to blindside AMc at trial with this crucial information.

C. Gayle Stanford Documents – RFP No. 16 (CL19001757)

For years, the NRA has paid an unlicensed travel agent named Gayle Stanford to charter private flights for Wayne LaPierre. In some years these private flights totaled more than a million dollars and included trips for Mr. LaPierre’s family to the Bahamas, Italy, and other vacation destinations. Mr. LaPierre did not pay taxes on these trips and apparently never brought them to the attention of the NRA’s audit committee. But AMc did. It began to raise questions about the arrangement in April 2019, the same month that the NRA began its barrage of lawsuits. Discovery has revealed that during that in April 2019 the NRA gave Ms. Stanford a massive raise—paying her \$26,500 *a month* to book travel for Mr. LaPierre.

AMc believes that the NRA’s lawsuits are in part retaliation for questioning whether Mr. LaPierre was using AMc to pay for personal expenses. Over six months ago, AMc served RFP No. 16 seeking “all documents referring or relating to Wayne LaPierre’s personal expenses paid directly or indirectly by the NRA from January 1, 2012.” (Document Requests in CL19001757 at 17). This evidence is critical to AMc demonstrating that Mr. LaPierre is using these suits to punish AMc and discourage others from revealing his financial malfeasance.

After Mr. LaPierre confirmed Ms. Stanford as his travel agent in his deposition, AMc sent the NRA a Letter of Deficiency referencing this request and narrowing it to “documents regarding Ms. Stanford’s work as a travel agent for NRA individuals like Mr. LaPierre.” (October 29 Letter of Deficiency at 3). On November 11, 2019, the parties held a meet and confer where parties extensively discussed the Stanford documents. No one disputed their relevance. Rather, the NRA indicated that it had already received documents from Ms. Stanford in response to its own subpoena. While this production included invoices, it was bereft of any email communications. But even if it did, that is beside the point. As AMc made clear in its January 3, 2020 deficiency

letter the NRA's subpoena does not relieve the NRA of an obligation to provide documents in response to AMc's document request.

This request is all the more urgent given Ms. Stanford's refusal to respond to AMc's subpoena for documents. Her 23 pages of objections repeatedly state that the documents "may be obtained from other sources that are more convenient," which, according to her attorney, is a reference to the NRA. Thus, both Ms. Stanford and the NRA are now refusing to meet their document production obligations. Given that the objections also state that Ms. Stanford is in possession of more than 20,000 email communications regarding the NRA, the failure to produce any email communications is even more glaring. The Court should order the NRA to produce the Stanford documents.

D. Brewer Attorneys & Counselors Documents – RFP 3, 4, 9-11 (CL19001757)

From the inception of the lawsuits, AMc has maintained in its counterclaims and otherwise that that William Brewer and his firm Brewer Attorneys & Counselors manufactured the NRA's claims against AMc as part of an effort to seize the business previously handled by AMc and redirect it to the public affairs arm of the Brewer Attorneys & Counselors. In fact, the deposition of Andrew Arulanandam reveals that Brewer Attorneys & Counselors has in fact has taken over AMc responsibilities. However, the NRA has failed to produce documents hiding behind senseless objections, despite AMc's appropriate requests over seven months ago:

- RFP No. 3 requests "All documents relating or referring to any public relations work performed by any entity owned directly or indirectly or controlled by William Brewer or his law firm and performed on behalf of the NRA."
- RFP No. 4 requests "All documents relating or referring to discussions between William Brewer and any employee of the NRA that pertain to providing public relations services."
- RFP No. 9 requests "All documents referring or relating to any non-legal services provided to the NRA by William Brewer and/or persons or entities he is affiliated

with, including but not limited to all such internal documents or communications between or among the NRA, any NRA employees, and William Brewer and persons within Brewer's Public Relations Unit of his law firm, any engagement letter, and any invoices that contain charges for non-legal services from William Brewer or any entity he is affiliated with."

- RFP No. 11 requests "All documents relating or referring to the NRA's expenditures on public relations, advertising, and/or similar expenditures from 2015 to the present, including expenditures paid to AMc, Brewer Attorneys & Counselors, or other public relations firms."

(Document Requests in CL19001757 at 6-7, 11-12).

The NRA objected on the grounds of privilege, relevance and overbreadth/unduly burdensome but stated that it would "produce nonobjectionable, responsive documents as a mutually aggregable time and place." (*Id.* at 7-12). The NRA also narrowed AMc's requests to documents from 2018 to the present. The NRA's objection to privilege with respect to the RFPs listed above is inapposite. Brewer Attorneys & Counselors' non-legal or public relations work is not legal advice protected under the attorney-client privilege. The NRA's relevance objection fails even worse, as relevance is an objection typically raised *at trial*. See, e.g., *Stone v. Clifton Forge Health Care, L.L.C.*, 83 Va. Cir. 479, 481 (Alleghany 2011) ("[T]he burden of establishing that the information is beyond the scope of discovery rests with the party asserting that it is not relevant.") (citing *Kidwiler v. Progressive Paloverde Ins. Co.*, 192 F.R.D. 193, 199 (N.D. W. Va. 2000)). Moreover, "relevancy is not limited by the exact issues identified in the pleadings, the merits of the case, or the admissibility of discovered information." *Id.* at 480 (citation omitted). "Rather, the general subject matter of the litigation governs the scope of relevant information for discovery purposes." *Id.* (citation and internal quotation marks omitted).

AMc also made a request regarding Mr. Brewer and Brewer Attorneys & Counselor's legal work for the NRA. RFP No. 10 requests "All invoices for legal services issues by the Brewer Law

Firm to the NRA or any entity affiliated with the NRA, redacted to remove privilege materials.” (Document Requests in CL19001757 at 10).⁴

The NRA refused production arguing Brewer Attorneys & Counselors invoices are privileged. As a preliminary matter, “typically, the attorney-client privilege does not extend to billing records and expense reports.” *Chaudhry v. Gallerizzo*, 174 F.3d 394, 402 (4th Cir. 1999). To the extent the billing statements may reveal privileged information, AMc specifically requested that those be redacted. *See id.* at 402-03 (noting that “the determination as to whether attorney billing statements are privileged hinges on whether the statements reveal something about the advice sought or given” but, “the identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure.”)

On October 29, 2019, over four months after the NRA’s initial response to AMc’s requests, when the NRA had still not produced documents related to Mr. Brewer and Brewer Attorneys & Counselors’ work for the NRA, AMc sent the NRA a Letter of Deficiency again requesting production of the Brewer documents. (October 29 Letter of Deficiency at 11-12). During the parties’ meet and confer the NRA represented that it was searching for responsive documents, and would produce them to the extent they are not privileged. The NRA woefully failed to produce Brewer Attorneys & Counselors related documents.

⁴ In addition, on July 16, 2019 AMc served its Request for Production of Documents (RFP No. 16) relating to the second lawsuit again requesting “Documents relating to invoices from or payments to Brewer Attorneys and Counselors, including any audits of such invoices.” (Document Requests in CL19002067 at 16)

Invoices and payments to and Brewer Attorneys & Counselors are directly relevant to AMc's claims that Brewer manufactured the lawsuits in order to take over AMc's NRA business.⁵ Further, during Lt. Col. North's deposition, he testified to his concerns regarding excessive billings by Brewer Attorneys & Counselors were a central cause in the schism between him and Mr. LaPierre, which is central to the 'coup' allegations in the NRA's complaints. This makes all communications relating to NRA concerns regarding the Brewer Attorneys & Counselors bills highly relevant. The NRA's failure to produce these documents is documents is unjustified. These invoices are easily collected and should have been provided months ago.

II. The NRA's deficient document production appears to be the result of an insufficient search for documents.

The NRA's failure to produce responsive documents stems in part from its apparent failure to search the email boxes of NRA custodians. The number of documents produced by itself suggests as much. Indeed, not counting its document dump at the beginning of the case, since August the NRA has produced less than 2,000 documents total. Of those documents, less than 300 are attributable to the NRA custodians personally involved in the allegations, such as, but not limited to:

- 1) Wayne LaPierre – the head of the NRA
- 2) Carolyn Meadows – NRA President
- 3) Charles Cotton – NRA Board Member, head of the Audit Committee
- 4) Woody Phillips – Former NRA treasurer

⁵ In fact, Mr. Brewer himself has written an article advocating law firms taking over "issues and crisis management" from public relations firms. Mr. Brewer also boasts that doing so brings the clients' public relations work "under the umbrella of the attorney-client relationship. William A. Brewer III, Advocacy as Art: Lawyers Must Engage in Issue and Crisis Management, Texas Lawyer (May 6, 2019).

5) Josh Powell – Former Chief of Staff to Wayne LaPierre

In fact, there are almost no documents from the NRA support staff that facilitated communication amongst these custodians and other NRA employees. The same holds true for most of the NRA employees that, by the NRA’s own admission in Interrogatory No. 2, “are likely to possess substantive knowledge” about the claims in the case:

6) Emily Cummins

7) Michael Erstling

8) Portia Padilla

9) Sonya Rowling

10) Rick Tedrick

Finally, as for those NRA custodians for which the production has been more than *de minimus*, such as Lisa Supernaugh, Andrew Arulanandam, and Millie Hallow, the available evidence indicates that the NRA has still neglected to produce numerous responsive documents. An analysis of the document requests themselves reinforces what these numbers prove, that the NRA has failed to conduct a reasonable search.

(i) Termination of the Services Agreement – RFP Nos. 6, 8 (CL19001757)

AMc has requested the NRA’s internal discussions related to the Services Agreement. For example:

- RFP No. 6 requests “All documents relating or referring to discussions between or among the NRA and any related entities or third parties about terminating the Services Agreement.”
- RFP No. 8 requests “All documents referring or relating to the Services Agreement, including but not limited to all such internal documents or communications between or among the NRA, any NRA employees, including Wayne LaPierre, Craig Spray, and any affiliated entities and any such documents or communications between the NRA and any third party.”

(Document Requests in CL19001757 at 8,10). While the NRA has produced the Services Agreement itself a number of times, it has failed to produce internal discussions regarding the Services Agreement. The first five custodians identified above would have had significant conversations regarding terminating the relationship and how to handle the media responsibilities previously handled by AMc.

(ii) Concerns about Additional Oversight – RFP Nos. 7, 30 (CL19001757)

Related to the issue of terminating the Services Agreement is the NRA's allegation that it developed concerns regarding AMc's expenses and activities.

- RFP No. 7 expressly requests "All documents which refer or relate to the NRA's allegations in Paragraph 18 of the NRA's Amended Complaint that 'the NRA developed concerns that AMc's expenses and activities required further oversight.'"
- RFP No. 30 requests "All documents relating or referring to vendors that the NRA formed concerns about as a result of the 'letters' it sent out, as referenced in Paragraph 17 of the NRA's Amended Complaint."

(*Id.* at 9, 28) However, aside from one document created by treasury staff personnel, the NRA has not produced almost no documents relating to those concerns. Presumably key stakeholders such as Wayne LaPierre would have discussed these concerns. Similarly, executives in the Treasurer's Office, such as Lisa Supernaugh, Woody Phillips, and Craig Spray, would have been involved in those conversations. In fact, NRA compliance Officer Emily Cummins has indicated in media statements that she had internal discussions regarding vendor compliance. Yet, such documents are absent from the NRA's production.

(iii) Terminated Vendors – RFP No. 14 (CL19001757)

At his deposition, the NRA's treasurer Craig Spray testified that the NRA terminated relationships with some vendors who did not meet the NRA's compliance requirements. RFP No. 14 requests "All documents communicated between or among the NRA, any affiliated entities, or

third parties referring or relating to any breach or purported breach of an agreement by any other vendor with whom the NRA has a services agreement.” (*Id.* at 16). However, the NRA wholly failed to produce documents responsive to this request.

(iv) Relevant Investigations – RFP No. 28 (CL19001757)

RFP No. 28 requests “All documents referring or relating to government investigations or inquiries of Wayne LaPierre’s interactions with AMc or any other vendor doing business with the NRA.” (*Id.* at 26). These documents are relevant for a variety of reasons, including NRA malfeasance that motivated the instant lawsuits and Mr. LaPierre’s assertion that certain expenditures made on his behalf were made at the direction of AMc. Any of custodians involved in LaPierre’s inner circle would have had communications on these subjects. Yet, the NRA has not produced any documents responsive to this request.

(v) North Contract - RFP No. 29 (CL19001757)

The NRA has alleged that AMc withheld or concealed information regarding the North Contract from the Audit Committee. However, the only document that the NRA has produced supporting the allegation is the Audit Committee report that rescinded approval of the North Contract. RFP No. 29 requests “All documents that support or relate to the NRA’s allegation that the NRA’s audit committee had information regarding the North Contract withheld or concealed from it.” (*Id.* at 27). Wayne LaPierre, Charles Cotton, and Josh Powell likely have documents responsive to this request.

The insufficiencies detailed above demonstrate a theme of missing documents that pervades many of the NRA’s remaining document request responses. Indeed, the NRA has also still neglected to provide documents in response to RFPs 30, 35, and 37 (CL19001757) and RFPs 8, 9, 10, 13, 17, and 25 (CL19002067).

Conclusion

Accordingly, for the reasons set forth above, the Court should grant Defendants' Motion to Compel and order the NRA to produce the documents requested within ten days of entering the Order and award the fees and costs incurred by the Defendants to bring this motion.

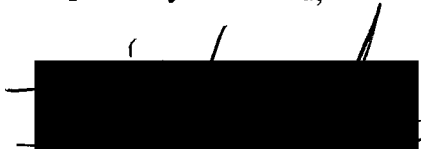
Respectfully submitted,

ACKERMAN MCQUEEN, INC. and
MERCURY GROUP, INC.

By Counsel

Dated: January 23, 2020

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on January 23, 2020, on the following counsel for Plaintiff by agreement via email addressed to:

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David H. Dickieson

Exhibit A

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 No. CL19001757

**PLAINTIFF'S RESPONSES AND OBJECTIONS TO DEFENDANT
ACKERMAN MCQUEEN, INC.'S FIRST SET OF DOCUMENT REQUESTS**

Plaintiff/Counterclaim Defendant the National Rifle Association (the "NRA") hereby submits the following Responses and Objections to Defendant Ackerman McQueen, Inc.'s ("AMc") First Set of Document Requests (the "Requests") pursuant to Virginia Supreme Court Rules 4:1 and 4:9. These responses are based on information currently available to the NRA. The NRA reserves the right to amend, supplement or correct its responses in accordance with the Virginia Rules of the Supreme Court.

I. GENERAL OBJECTIONS

The General Objections set forth below apply to each of the numbered Requests contained herein where applicable, whether or not specifically stated in response to each Request.

1. The NRA's Response to any Request, or the production of any document in response to any Request, is not, and shall not be deemed or construed as, a waiver of any privilege,

right, or objection on the part of the NRA with respect to any such document or information. In the event that the NRA inadvertently produces a privileged document or document exempt from discovery, such production is not, and shall not be deemed or construed as a waiver of any privilege, right or objection on the part of the NRA, and the NRA reserves the right to demand from AMc the return of any such document.

2. The NRA objects to the Requests to the extent that they seek information which is privileged, exempt, or protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or any other applicable statutory or common law privilege, prohibition, limitation, immunity, or exemption from discovery or any combination of the proceeding. Nothing contained in these Responses is intended to be, or should in any way be deemed as, a waiver of the attorney-client privilege, attorney work product doctrine, or any other applicable privilege, immunity, prohibition, limitation, or exemption.

3. The NRA objects to the Requests to the extent they require production of documents not in their possession, custody, or control, or require the NRA to make unreasonable inquiries of persons or other entities. In addition, the NRA objects to the Requests to the extent that AMc has the requested documents within its possession, custody, or control.

4. The NRA's failure to make a specific objection to a particular individual Request is not, and shall not be construed as, an admission that responsive information exists. Likewise, any statement or other indication herein that the NRA will produce any documents or make them available for inspection and copying in response to an individual Request does not mean that the NRA, in fact, has any such documents or that any such document exists, but instead reflects an intention, subject to and without waiving any objections, to conduct a reasonably diligent search for responsive documents in the NRA's possession, custody, or control.

5. The NRA objects to the Requests on the grounds that they seek to impose obligations not imposed by law and subject the NRA to unreasonable burden and expense, including, but not limited to, organizing and labeling the documents to correspond with the numbered Requests to which they are responsive.

6. The NRA's Responses are not intended to waive, and do not constitute a waiver of, any objections which the NRA may have to the admissibility, authenticity, or relevance of the information provided. For all information provided in response to the Requests, the NRA reserves all objections regarding the competency, relevance, materiality, or admissibility of any such information as evidence in any subsequent proceeding in, or trial of, this or any other action.

7. In providing these Responses to the Requests, the NRA reserves and does not waive: (a) all objections as to the vagueness, ambiguity, or other infirmity in the form of the Requests and any objections based on the undue burden imposed by the Requests; (b) all rights to object on any grounds to the use of any of the responses, documents, or their subject matter, in any subsequent proceedings; and (c) all rights to object on any ground to any further discovery requests involving or relating to the subject matter of the Requests.

8. The NRA objects to the Requests to the extent that they call for the production or disclosure of "Confidential Information" as that term is defined in Section IV.A. of the Services Agreement.¹ Nothing contained in these Responses is intended to be, or should in any way be deemed as, a waiver of the protections afforded to Confidential Information pursuant to the Services Agreement.

¹ Confidential Information is defined by the Services Agreement to include "any NRA membership data or mailing lists, any materials or information relating thereto, or any other data, materials or information coming to the knowledge of AMc, supplied to AMc by NRA, or otherwise made known to AMc as a result of AMc's providing Services" to the NRA.

9. The NRA reserves the right to supplement and amend these Responses due to, among other things, discovery of additional facts and materials and other developments or proceedings in this action.

10. The NRA objects to each Request as overly broad and unduly burdensome to the extent that it seeks "All Documents" and/or "All Communications" relating to a given subject matter. The NRA will make a diligent, good faith search of files identified as most likely to contain documents responsive to the Requests and will produce responsive, non-privileged discovery material located in connection therewith. If any discovery material is inadvertently overlooked in the course of such search, such discovery material will be produced when located, subject to the objections set forth herein.

11. The NRA objects to each Request that seeks disclosure of documents dating to the period January 1, 2015 through the date of trial, as overly broad and unduly burdensome. Unless otherwise noted, the NRA will produce documents for the period from Jan. 1, 2018, to the commencement of this lawsuit.

12. All of the NRA's objections to the Requests shall be deemed to be continuing and are hereby incorporated into each of the Responses to the specific requests set forth below.

13. The NRA objects to the Definitions and Instructions to the extent that they seek to impose obligations greater than those imposed or authorized by the Virginia Rules of the Supreme Court and any other applicable laws, orders, rulings or pronouncements of this Court. The NRA further objects to the terms "NRA," "Plaintiff," "you," and "your" because they are overbroad and unduly burdensome. The inclusion of "agents," "contract employees," "affiliates," and "others acting on its behalf" makes the request overbroad and would require the NRA to seek documents outside its possession, custody or control. Accordingly, the NRA's responses to the Requests will

define the terms “NRA,” “Plaintiff,” “you,” and “your” to mean the National Rifle Association of America and any of its officers, directors, or employees.

II. SPECIFIC OBJECTIONS AND RESPONSES

REQUEST FOR PRODUCTION NO. 1:

All documents relating or referring to the NRA’s alleged decision “to expand its insight into AMc’s activities and spending,” as referenced in Paragraph 16 of the NRA’s Amended Complaint.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to describe with reasonable particularity the documents requested because it generally seeks “all documents” referring to the NRA’s decision “to expand its insight into AMc’s activities and spending. The NRA objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents and information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 2:

All documents, including handwritten notes, including shorthand notes, drafted, sent, or received by Wayne LaPierre from 2015 to the present that relate or refer to Defendants.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to describe with reasonable particularity the documents requested because it generally seeks “all documents” “drafted, sent, or received by Wayne LaPierre from 2015 to the present that relate or refer to Defendants,” without any subject-matter limitation bearing remotely on the claims, defenses, or issues in this case. The NRA views this Request as intentionally overbroad and harassing; on its face, it seeks documents and information that are not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. The NRA further objects to this Request on the basis that it purports to require the NRA to disclose “Confidential Information” as that term is defined in Section IV.A. of the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 3:

All documents relating or referring to any public relations work performed by any entity owned directly or indirectly or controlled by William Brewer or his law firm and performed on behalf of the NRA.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to describe with reasonable particularity the documents requested because it generally seeks “all documents” relating or referring to “any public relations work performed by any entity owned directly or indirectly or controlled by William Brewer or his law firm.” Additionally, the NRA objects to this Request because it seeks documents and information that are not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. The NRA further objects to this Request on the ground that the phrase “public relations work” is, in this context, vague and indeterminable, and could easily encompass communications ancillary to, or interwoven with, legal advice. Accordingly, the NRA further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Additionally, the NRA objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 4:

All documents relating or referring to discussions between William Brewer and any employee of the NRA that pertain to providing public relations services.

RESPONSE:

The NRA refers to and reincorporates its objections and response to Request No. 3.

REQUEST FOR PRODUCTION NO. 5:

All documents relating or referring to the NRA's financial condition from 2015 to the present, including but not limited to any documents that relate to or support any fundraising claim that the NRA may not remain viable.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks "all documents." Additionally, the NRA objects to this Request because it seeks documents and information that are not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

REQUEST FOR PRODUCTION NO. 6:

All documents relating or referring to discussions between or among the NRA and any related entities or third parties about terminating the Services Agreement.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks "all documents." The NRA further objects to this Request on the ground that the term "any related entities" is vague and indeterminable; for purposes of its response, the NRA will construe this term to encompass the NRA Foundation, the NRA Civil Rights Defense Fund, the NRA Special

Contribution Fund (Whittington Center) and the NRA Freedom Action Foundation. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 7:

All documents which refer or relate to the NRA's allegations in Paragraph 18 of the NRA's Amended Complaint that "the NRA developed concerns that AMc's expenses and activities required further oversight."

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome and fails to specify with reasonable particularity the documents sought because it seeks "all documents." The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 8:

All documents referring or relating to the Services Agreement, including but not limited to all such internal documents or communications between or among the NRA, any NRA employees, including Wayne LaPierre, Craig Spray, and any affiliated entities and any such documents or communications between the NRA and any third party.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks all documents. The lack of specificity regarding what constitutes documents “referring or relating to the Services Agreement” makes it difficult to determine the scope of information requested and likely encompasses an endless limit to unspecified NRA communications or documents, including records of little or no relevance to this case (*e.g.*, massive volumes of graphic and video material generated historically by AMc and transmitted to the NRA pursuant to the Services Agreement). The NRA further objects to this Request on the ground that the terms “any affiliated entities” and “any third party” are vague, overbroad, and indeterminable; for purpose of its response, the NRA will construe these terms to encompass the NRA Foundation, the NRA Civil Rights Defense Fund, the NRA Special Contribution Fund (Whittington Center) and the NRA Freedom Action Foundation, and to reach nonprivileged communications with the law firm Brewer, Attorneys and Counselors (hereafter, the “Brewer Firm”), the law firm Cooper & Kirk LLP, and with the audit group Forensic Risk Alliance. The NRA also objects to this Request to the extent it seeks

disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 9:

All documents referring or relating to any non-legal services provided to the NRA by William Brewer and/or persons or entities he is affiliated with, including but not limited to all such internal documents or communications between or among the NRA, any NRA employees, and William Brewer and persons within Brewer's Public Relations Unit of his law firm, any engagement letter, and any invoices that contain charges for non-legal services from William Brewer or any entity he is affiliated with.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks "all documents." The NRA further objects to this Request on the ground that the term "non-legal services" is vague, overbroad, and indeterminable, and could be construed to encompass services utterly unrelated to the subject matter of this case (*e.g.*, photocopying or e-discovery). Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable

exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonprivileged communications and invoice narratives pertaining to the following categories of work performed by the Brewer Firm: (i) communications with any member of the news media, other than those which concern regulatory investigations or lawsuits; and (ii) speech-writing services for messaging delivered by Wayne LaPierre on March 2, 2019 (the “Lapierre 2019 CPAC Speech”).

REQUEST FOR PRODUCTION NO. 10:

All invoices for legal services issued by the Brewer Law Firm to the NRA or any entity affiliated with the NRA, redacted to remove any privileged materials.

RESPONSE:

The NRA objects to this Request on the grounds that it seeks documents and information that are not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

REQUEST FOR PRODUCTION NO. 11:

All documents relating or referring to the NRA’s expenditures on public relations, advertising, and/or similar expenditures from 2015 to the present, including expenditures paid to AMc, Brewer Attorneys & Counselors, or other public relations firms.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all

documents.” The NRA further objects to this Request on the ground that the term “public relations, advertising, and/or similar expenditures” is vague, overbroad, and indeterminable. Additionally, the NRA objects to this Request because it seeks documents and information that are not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. The NRA’s expenditures on public relations, advertising, and/or similar expenditures over a four-and-a-half-year period have no discernable relevance to the parties’ claims and defenses; moreover, the review and production of such information imposes burdens exceeding the proportional needs of this case. The NRA further objects to this Request to the extent that it seeks information which is equally available to the Defendants and their counsel. Moreover, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable documents sufficient to identify amounts paid, for the period from January 1, 2018, to present, to each of (i) AMc, and (ii) the Brewer Firm, to the extent that such expenses can reasonably be attributed to non-legal work performed by the Brewer Firm.

REQUEST FOR PRODUCTION NO. 12:

All documents comprising, referring to, or relating to the services that Defendants have provided to the NRA under the terms of the Services Agreement, including but not limited to all such internal documents or communications between or among the NRA and any related entities and any such documents or communications between the NRA and any third party.

RESPONSE:

14. The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents” which indirectly or incidentally comprise, refer, or relate to the services the Defendants have provided to the NRA under the terms of the Services Agreement, a category that would encompass voluminous materials with little or no relevance to the claims and defenses in this case. The NRA also objects to this Request on the grounds that the terms “any related entities” and “any third party” are vague and indeterminable; for purposes of its response, the NRA will construe these terms to encompass the NRA Foundation, the NRA Civil Rights Defense Fund, the NRA Special Contribution Fund (Whittington Center), the NRA Freedom Action Foundation, and Dorsey & Whitney. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Furthermore, the NRA objects to this Request to the extent that it seeks information which is equally available—or more available—to the Defendants and their counsel as to the NRA. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 13:

All documents communicated between or among the NRA, its employees or board members, any other affiliated entities, or third parties referring or relating to any breach or purported breach of the Services Agreement.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents” which were communicated “between or among the NRA, its employees or board members, any other affiliated entities, or third parties referring or relating to any breach or purported breach of the Services Agreement.” The NRA further objects to this Request to the extent that it purports to require the NRA to gather or produce documents in the possession of third parties, which are outside the possession, custody, or control of the NRA. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 14:

All documents communicated between or among the NRA, any affiliated entities, or third parties referring or relating to any breach or purported breach of an agreement by any other vendor with whom the NRA has a services agreement.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents” which were communicated between or among the NRA, any affiliated entities, or third parties referring or relating to any breach or purported breach of an agreement by any other vendor with whom the NRA has a services agreement. As phrased, this Request purports to burden the NRA with the task of reviewing hundreds of vendor relationships (including vendors that provide services totally inapposite to this case, such as landscaping or photocopier maintenance), over a four-and-a-half-year period, to assess whether any breaches have occurred and, if so, the location and privileged-or-nonprivileged status of all documents concerning such breaches. The NRA also objects to this Request on the grounds that the term “affiliated entities or third parties” is vague and indeterminable; for purposes of its response, the NRA will construe the term to encompass the NRA Foundation, the NRA Civil Rights Defense Fund, the NRA Special Contribution Fund (Whittington Center), and the NRA Freedom Action Foundation. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

REQUEST FOR PRODUCTION NO. 15:

All documents that relate to or support the allegation that AMc “refused to respond to basic information requests from NRA executives,” as referenced in Paragraph 20 of the NRA’s Amended Complaint.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents” which indirectly or incidentally relate to or support that AMc “refused to respond to basic information requests from NRA executives.” The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 16:

All documents referring or relating to Wayne LaPierre’s personal expenses paid directly or indirectly by the NRA from January 1, 2012 to the present.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents”

which indirectly or incidentally refer or relate to “Wayne LaPierre’s personal expenses paid directly or indirectly by the NRA from January 1, 2012 to the present.” The NRA further objects to this Request on the ground that the phrase “paid directly or indirectly by the NRA” is vague and indeterminable. Moreover, the NRA objects to this Request because it seeks documents and information that are not relevant to the subject matter of this litigation. Furthermore, the NRA objects to this Request to the extent that it seeks information which is equally available—or more available—to the Defendants and their counsel as to the NRA. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

REQUEST FOR PRODUCTION NO. 17:

All documents referring or relating to communications with Defendants from 2015 to the present.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents referring or relating to communications with Defendants from 2015 to the present.” The Request is overbroad to the extent it purports to seek documents and information from a four-and-a-half-year period that are not relevant to the subject matter of this litigation nor reasonably likely to lead to the discovery of admissible evidence. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to

this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 18:

All documents referring or relating to any concerns the NRA had with Defendants expenditures, accounting, budgeting, or “lack of transparency” before 2018.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents” which indirectly or incidentally refer or relate to “any concerns” the NRA had with Defendants’ expenditures. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 19:

Documents referring or relating to the decision to request additional access to AMc's records alleged, e.g., in Paragraph 19 of the Amended Complaint.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce limitless "documents" which indirectly or incidentally refer or relate "to the decision to request additional access to AMc's records." The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 20:

All documents and communications relating to or concerning the NRA's compliance with the State of New York's Not-for-Profit Corporation Law, including but not limited to all records of all meetings, discussions, internal investigations, presentations, PowerPoints, memoranda, notes, and drafts.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all documents” to the extent that it purports to require the NRA to ascertain whether particular documents may relate to or concern “the NRA’s compliance with the State of New York’s Not-for-Profit Corporation Law.” Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

REQUEST FOR PRODUCTION NO. 21:

All documents provided to or received from any Government Entity in connection with any litigation, investigation, settlement, or inquiry, formal or informal. This request covers the period from 2015 to the present.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to identify and produce “all documents” which the NRA “provided to or received from any Government Entity in connection with any litigation, investigation, settlement, or inquiry, formal or informal,” a category that would encompass voluminous materials with little or no relevance to the claims and defenses in this case. The NRA views this Request as intentionally overbroad and harassing. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

REQUEST FOR PRODUCTION NO. 22:

All documents referring or relating to Wayne LaPierre's designation(s) of anyone authorized to provide written direction to AMc as set forth in Section IX of the Services Agreement.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks "all documents." Moreover, the NRA objects to this Request because it seeks documents and information that are not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. Furthermore, the NRA objects to this Request to the extent that it seeks information which is equally available to Defendants and their counsel. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 23:

All documents referring or relating to auditors retained or employed by the NRA that examined AMc's records from 2015 to the present, including but not limited to any summary audit results and any documentation of limitations of the AMc examinations.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce “all documents” which indirectly or incidentally refer or relate to auditors retained or employed by the NRA that examined AMc’s records from 2015 to the present. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 24:

All documents referring or relating to Oliver North and the NRA’s audit committee’s consideration of the “North Contract,” as set forth in the NRA’s Amended Complaint.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all documents.” Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. The NRA also objects to this

Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 25:

All documents comprising or relating to the NRA's budgets under the Services Agreement, as well as adherence to those budgets.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks "all documents." Moreover, the NRA objects to this Request because it seeks documents and information that are not relevant to the subject matter of this litigation. The NRA's financial information and budgets over a four-and-a-half-year period have no discernable relevance to the parties' claims and defenses; moreover, the review and production of such information imposes burdens exceeding the proportional needs of this case. The NRA also objects to this Request to the extent that it seeks information which is equally available—or more available—to the Defendants and their counsel as to the NRA. The NRA also further objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the

attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 26:

All documents comprising, relating to, discussing or seeking NRATV viewership numbers, click through rates or related performance metrics from 2015 to the present.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all documents.” Moreover, the NRA objects to this Request to the extent that it seeks information which is equally available—or more available—to the Defendants and their counsel as to the NRA. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 27:

All documents relating to any communications referenced in Paragraph 18 of the Amended Complaint that “certain NRA stakeholders were concerned that NRATV’s messaging – on topics far afield of the Second Amendment – deviated from the NRA’s core mission and values.”

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all documents.” The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 28:

All documents referring or relating to government investigations or inquiries of Wayne LaPierre’s interactions with AMc or any other vendor doing business with the NRA.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all documents.” Moreover, the NRA objects to this Request because it seeks documents and

information that are not relevant to the subject matter of this litigation. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 29:

All documents that support or relate to the NRA's allegation that the NRA's audit committee had information regarding the North Contract withheld or concealed from it.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks "all documents." The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable

search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 30:

All documents relating or referring to the NRA's "decision to strengthen its procedures for documentation and verification of compliance with vendor contracts," as referenced in Paragraph 17 of the NRA's Amended Complaint, including documents relating to communications with any vendors about compliance with those procedures.

RESPONSE:

The NRA objects to this Request on the grounds that it overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks "all documents." As phrased, this Request purports to burden the NRA with the task of reviewing internal documents that concern hundreds of vendor relationships (including vendors that provide services totally inapposite to this case, such as landscaping or photocopier maintenance), and assessing the privileged-or-nonprivileged status of all such documents. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 31:

All documents comprising or relating to the “letters sent to hundreds of vendors,” as referenced in Paragraph 17 of the NRA’s Amended Complaint.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all documents.” Moreover, documents comprising or relating to such letters have no discernable relevance to the parties’ claims and defenses. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 32:

All documents relating or referring to vendors that the NRA formed concerns about as a result of the “letters” it sent out, as referenced in Paragraph 17 of the NRA’s Amended Complaint.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the documents sought because it seeks “all documents.” The NRA further objects to this Request on the ground that the phrase “formed

concerned about as a result of the ‘letters’” is vague and indeterminable; for example, it is unclear why the act of dispatching a letter would cause the NRA to form concerns. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 33:

All documents you intend to introduce at trial in this Litigation.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports to require the NRA to gather and produce copies of publicly available documents which are equally accessible to Defendants as to the NRA. The NRA will not undertake to gather such materials. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections,

and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 34:

All documents referring or relating to the terms, or any specific term, of the Services Agreement and the obligations of the parties thereto.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports the NRA to gather and produce “all documents” which indirectly or incidentally refer or relate to the terms of the Services Agreement and the obligations of the parties thereto. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 35:

All documents referring or relating to any communications about AMc budgets or invoices, including any directions to the Chief Financial Officer to pay or refuse to pay any invoice or invoice entry from AMc.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports the NRA to gather and produce “all documents” which indirectly or incidentally refer or relate to communications with any person or persons, about AMc budgets or invoices. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 36:

All documents that refer or relate to payments made by the NRA to Defendants from 2015 to the present.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports the NRA to gather and produce “all documents” which indirectly or incidentally refer or relate to payments made by the NRA to Defendants. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the

Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 37:

All documents that refer or relate to payments requested by AMc from the NRA, but not paid.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports the NRA to gather and produce “all documents” which indirectly or incidentally refer or relate to payments requested by AMc from the NRA, but not paid. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 38:

All documents that refer or relate to computation of the NRA's damages, if any, arising out [of] the Amended Complaint allegations.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the information sought. The lack of specificity regarding what constitutes documents that refer or relate to computation of the NRA's damages makes it difficult to determine the scope of information requested and likely encompasses every document requested by AMc. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the Request is premature as this action has just commenced and the NRA has not yet completed its analysis of its damages. The NRA will supplement its response as necessary. Moreover, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 39:

All documents that refer or relate to the \$3,000,000 letter of credit requirement set forth in the Amended Services Agreement.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports the NRA to gather and produce “all documents” which indirectly or incidentally refer or relate to the \$3,000,000 letter of credit requirement set forth in the Amended Services Agreement. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

REQUEST FOR PRODUCTION NO. 40:

All documents referring or relating to the “facts” alleged in the Amended Complaint or Counterclaim.

RESPONSE:

The NRA objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to specify with reasonable particularity the information sought. The NRA further objects to the term ““facts”” on the ground that it is vague and indeterminable; although AMc is free to superfluously, derisively punctuate its discovery requests, the NRA has no obligation to parse those affective touches to deduce AMc’s intended meaning. For purposes of its response, the NRA will assume that AMc seeks documents referring or relating to facts alleged in the Amended

Complaint or Counterclaim. Thusly construed, the Request fails to state with reasonable particularity the documents sought—for example, Paragraph 2 of the Complaint (and, correspondingly, Defendants’ answer) notes that AMc did business with the NRA “for more than thirty years,” but the instruction to produce “all documents referring or relating” to thirty years of interaction is overbroad in the extreme, and encompasses voluminous records unrelated to the claims or defenses in this case. The NRA further objects to this Request to the extent that it seeks production or disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. The NRA further objects to this Request to the extent that it seeks information which is equally available—or more available—to the Defendants and their counsel as to the NRA. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents referring or relating to: (i) the NRA’s requests to AMc for records, books and files; (ii) audits or reviews of AMc’s records (iii) Oliver North’s relationship with AMc; (iv) Brewer’s non-legal “public-relations” work for the NRA; (v) designations pursuant to Section IX of the Services Agreement; (vi) availability of requested NRATV analytics; (vii) a New York Times article dated March 11, 2019, referenced in Paragraphs 48-53 & 56 of Defendants’ Answer, Plea in Bar and Counterclaim; (viii) and, the NRA’s motive for bringing suit.

REQUEST FOR PRODUCTION NO. 41:

All documents comprising, relating to, or mentioned in any expert report or expert analysis by any expert witness Plaintiff 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:

The NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports the NRA to 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 Plaintiff intends to have testify at the trial of this case. The NRA also objects to this Request to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request on the grounds that it is unduly burdensome to the extent that it purports to require the NRA to gather and produce copies of publicly available documents which are equally accessible to Defendants as to the NRA. The NRA will not undertake to gather such materials. Moreover, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a mutually agreeable time and place.

Dated: June 27, 2019

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 June 27, 2019, I caused the foregoing Plaintiff's Responses and Objections to Defendant Ackerman McQueen, Inc.'s First Set of Document Requests to be served via electronic mail and first-class mail upon:

David Schertler
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Counsel for the Defendants

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

Exhibit B



SCHERTLER & ONORATO, L.L.P.

October 29, 2019

VIA ELECTRONIC MAIL

James W. Hundley, Esq.
Robert Cox, Esq.
BRIGLIA HUNDLEY, P.C.
1921 Gallows Road
Suite 750
Tysons Corner, Virginia 22182

RE: NRA's Failure to Produce Relevant Documents Referenced in Depositions

Dear Messrs. Hundley and Cox,

We write to demand that the NRA produce specific documents that have been identified or referenced during the recent depositions of Wayne LaPierre, Andrew Arulanandam, or Craig Spray, and which the NRA has failed to produce. These documents are highly relevant to the issues presented in the case and well within the scope of AMc's previous discovery requests. The NRA's failure to produce them has impeded our ability to effectively depose those three deponents and continues to prejudice our ability to prepare for the trial of this matter. The fact that the deponents easily recalled the documents only accentuates your failure to produce them and, at a minimum, implicates violations of the duty to supplement production under Rule 4:1(e). Under these circumstances, we request that the NRA produce each of the documents identified below no later than November 6, 2019.

(1) **Leak Allegations**

The NRA's Second Lawsuit (CL19002067) alleges that "AMc directly or indirectly disclosed the NRA's confidential information" to the press (Compl. ¶ 30) and brings a claim in support. As you know, AMc issued multiple discovery requests seeking evidence to support this claim. For example, AMc Document Request No. 6 seeks all documents related to this allegation, and Interrogatories Nos. 8 and 9 seek a detailed explanation of all circumstances surrounding the alleged "leaks." Nonetheless, the NRA's responses simply state that "the NRA continues to investigate the subject matter of the litigation and will additional responsive information it may acquire[.]"

In his deposition, Mr. Arulanandam testified at length that he received a 13 page document from Tom Hamburger, which he "believed" had been leaked by AMc. (Arulanandam Dep. at 104-109). Moreover, Mr. Arulanandam testified that he shared this document with Josh Powell and Mr. LaPierre and also exchanged emails with Mr. Hamburger about the document. Mr.

Arulanandam also testified that he believed NRA Board Members were leaking NRA confidential information. (Arulanandam Dep. at 122-23)

Mr. LaPierre testified that he believed that Lacey Duffy told the Wall Street Journal that “our niece put crayons all over the wall of a hotel,” which he considered to be a leak of confidential information. (LaPierre Dep. p. 237)

The documents associated with these “leak” allegations are relevant and directly responsive to our existing requests. We ask that you produce the documents referenced by Mr. LaPierre and Mr. Arulanandam and any related documents.

(2) **NRA Communications with the Press**

AMc Document Request No. 7 seeks “communications between the press and the NRA or its agents, which directly concerns the Defendants.” During Mr. Arulanandam’s deposition, he repeatedly referenced such communications and conceded that almost all of his communications with press are done via email.

- Q: So you answered questions about Ackerman McQueen to Mr. Hakim, correct?
A: I responded to his inquiries.
Q: Did you copy any of your staff on those responses?
A: As warranted, I probably might have.
Q: Which members of your staff?
A: I would have to check.
Q: ***You would need to look at the emails.***
A: ***Yes.***

(Arulanandam Dep. at 46-47.)

- Q: So my question was, do the emails you send to Mr. Maremont discuss Ackerman McQueen?
MR. COLLINS: Objection to the form.
A: I wouldn’t classify those as discussions. I would classify those more as responses.
Q: Do the responses that you send to Mr. Maremont discuss Ackerman McQueen?
A: They mention Ackerman McQueen if they’re in response to his inquiry about Ackerman McQueen.
...
Q: And he’s inquired about these lawsuits, correct?
A: I believe he has.
Q: Okay. And what was the substance of your response to him?
MR. COLLINS: Objection to the form.
A: We’ve answered his question. It’s – ***if I had the opportunity to review my emails, I would be able to tell you what my responses were.***

(Arulanandam Dep. at 57-58)

The relevance of these emails is self-evident. The NRA has a legal obligation to produce all the emails referenced by Mr. Arulanandam, as well as any other communications with the press regarding AMc. Moreover, any documents relating to proposed communications with the press regarding AMc should also be produced. AMc agrees to limit the request from August 1, 2018 to June 1, 2019.

(3) Gayle Stanford Documents

AMc Interrogatory No. 14 seeks “all communications and documents relating to how the NRA reviewed, accounted for, or paid the expenses that are identified in the five letters from AMc to the NRA dated April 22 or 24, 2019.” The letters identify, among other things, airline and hotel expenses. *See* April 22, 2019 Letter from Winkler to Schropp. Document Request No. 16 seeks “all documents referring or relating to Wayne LaPierre’s personal expenses paid directly or indirectly by the NRA from January 1, 2012.” In his deposition, Mr. LaPierre identified Gayle Stanford as the individual who arranged travel and hotel accommodations for NRA personnel, including him. (LaPierre Dep. at 92-96). Documents regarding Ms. Stanford’s work as a travel agent for NRA individuals like Mr. LaPierre are responsive to our requests and plainly relevant to the expenses that the NRA claims lacked documentation of NRA approval. The NRA has a legal obligation to produce the documents related to Gayle Stanford’s travel services including her contract, itineraries, and communications regarding her travel services for the NRA.

(4) Updated Internal Policies & Controls

The NRA’s First Lawsuit (CL19001757) alleges that following an update of “its internal policies and controls to comply with the New York Amendments, the NRA decided to strengthen its procedures for documentation and verification of compliance with vendor contracts.” (Compl. ¶ 17). AMc issued multiple discovery requests seeking information related to this claim. For example, Document Request No. 14 (Case No. 2) seeks “[a]ll documents referring or relating to the NRA’s determination that it would ‘now require supporting documentation to be transmitted contemporaneously with vendor invoices . . .’” Interrogatory No. 16 seeks a detailed accounting of the NRA’s compliance with New York’s Not-for Profit Corporation Law.

During Mr. LaPierre’s deposition, he acknowledged an updated policy and the subsequent compliance review:

Q: Are you aware of what the NRA did to update its internal policies and controls in order to comply with the New York amendments?

A: I know that NRA has gone through a complete compliance review of all of its employees and vendors in regard to making sure a vendor was in complete compliance with New York State not-for-profit law.

(LaPierre Dep. at 97-98)

These updated policies are expressly referenced in the NRA complaint. Consequently, the NRA has a legal obligation to produce the updated internal policies and controls as well as communications directly related to the policies and controls.

(5) AMc Compliance Review Documents

The NRA's First Lawsuit (CL19001757) alleges that "the NRA developed concerns that AMc's expenses and activities required closer oversight." (Compl. ¶ 18). AMc issued various discovery requests regarding this allegation. For example, Document Request No. 7 seeks "all documents which refer or relate to the NRA's allegations . . . that 'the NRA developed concerns that AMc's expenses and activities required further oversight.'" Interrogatory No. 16 seeks a detailed accounting of the NRA's compliance with the New York Amendments, including investigations. Interrogatory No. 6 seeks details of "any communications referring to or relating to the 'concerns'" that the NRA had with AMc's expenses and activities.

During Mr. LaPierre's deposition, he asserted that the "NRA has gone through a complete compliance review of all of its employees and vendors in regard to making sure a vendor was in complete compliance with New York State not-for-profit law." (LaPierre Dep. at 97-98). The relevance of the NRA's compliance review of AMc is obvious. The NRA has a legal obligation to produce all documents related to the NRA's compliance review of AMc including the documents referenced by Mr. LaPierre.

(6) Other Vendor Compliance Review Documents

The NRA's First Lawsuit (CL19001757) alleges the NRA sent hundreds of letters to vendors "that set forth updated invoice-support requirements. . ." (Compl. ¶ 17) AMc Document Request No. 31 seeks "[a]ll documents comprising or relating to the 'letters sent to hundreds of vendors,' as referenced in Paragraph 17 of the NRA's Amended Complaint." Document Request No. 15 (Case No. 2) seeks "[d]ocuments related to correspondence and communications with vendors relating to compliance with IRS or New York non-profit requirements, including documents relating to internal communications about vendor compliance." Further, AMc Interrogatory No. 22 seeks information regarding vendors about which the NRA developed compliance concerns.

During his deposition, Mr. LaPierre asserted that the NRA sent a "vendor letter" regarding compliance to Gayle Stanford and perhaps MMP and Marion Hammer. (LaPierre Dep. at 97-103; 303). During Craig Spray's deposition, he asserted that he reported vendors to the legal department that were not meeting compliance standards and specifically named McKenna & Associates and Mike Marcellin. (Spray Dep. at 202-209). However, Mr. Spray stated, I can't name them all necessarily off the top of my head right now. . . But there are numerous." (Spray Dep. at 209).

The NRA's communications with other vendors regarding compliance are relevant to the NRA's claims against AMc and responsive to AMc's discovery requests. The NRA has a legal obligation to produce documents related to the NRA's compliance review of vendors. This includes all compliance review documents and communications related to the review of Gayle Stanford, MMP, Marion Hammer, McKenna & Associates, Mike Marcellin, and the other vendors.

(7) Lt. Col. North Recruitment Communications

The NRA's First Lawsuit (CL19001757) alleges that Lt. Col. North "discussed a potential engagement by AMc as the host of and NRATV documentary series" while he was "slated to serve as [the NRA's] next president." (Compl. ¶ 22) AMc Document Request No. 24 seeks "[a]ll documents referring or relating to Oliver North and the NRA's audit committee's consideration of the 'North Contract,' as set forth in the NRA's Amended Complaint."

In his deposition, Mr. LaPierre referenced his and Millie Hallow's involvement in the recruitment of Lt. Col. North:

- A: . . . And I was the one given the job of going and having the initial conversation, along with Millie Hallow, with Colonel North to – Ackerman McQueen had already been in discussions with Colonel North for months about doing a television show on the NRATV network. I don't think they had reached an agreement, but they had been in discussions with him for months.
So I would go out, along with Millie, and meet with Ollie and see -- knowing his Fox contract was up -- getting up for renewal, whether there was any chance he had any interest in, one, doing a television show -- a contract television show for Ackerman McQueen; and, two, if he had any interest in becoming president of the NRA. And he said yes on both counts.
- Q: So you had these initial meetings with him, I think, accompanied by Millie Hallow.
- A: Correct.

(LaPierre Dep. at 120-121)

Lt. Col. North's recruitment is relevant to allegations regarding the propriety of the North Contract. The NRA listed Millie Hallow in its responses to AMc's interrogatories as having had "[c]ommunications with AMC, North, prior to entry of North contract." See NRA Response to Interrogatory No. 2. Consequently, the NRA has a legal obligation to produce documents related to the recruitment of Lt. Col North.

(8) Audit Committee Review of the North Contract

The NRA's First Lawsuit (CL19001757) alleges that the NRA "diligently sought to comply with its obligations concerning analysis and approval of the North Contract." (Compl. ¶ 24) AMc issued numerous discovery requests seeking information related to this claim. Document Requests Nos. 24 and 29 seek all documents relating to the audit committee's review of the North Contract and the allegation that information regarding the contract was withheld from the committee. Interrogatory No. 17 expressly seeks information regarding the "circumstances and substance of the audit committee's review of Oliver North's contract . . . including the identification of every person and document involved with the process of approving and/or evaluating Oliver North's contract with AMc, and any subsequent actions of the audit committee following its approval that relate to the North Contract."

In his deposition, Mr. LaPierre referenced the NRA Audit Committee's extensive review of Lt. Col. North's Contract at various times.

- Q: Let me ask you this. Were you aware that at some point in and around September of 2018, that the audit committee did approve Lieutenant North's contract with AMc?
- A: There -- I am aware that there was a constant back-and-forth between the Brewer law firm and the audit committee and Colonel North, and also myself, where -- and, I mean, I don't know what the audit committee saw at this meeting. All I know is I kept going to Ollie all the way through, starting probably about November of 2018, December of 2018, which would be after this meeting --
- Q: After that, right.
- A: -- even January and February of 2019, telling Colonel North, you need to show your contract to the audit committee because they -- they haven't seen it, and you need to disclose your contract to the audit committee.
- Q: Okay.

(LaPierre Dep. at 137)

The NRA has a legal obligation to produce all documents directly related to the Audit Committee review of the North Contract, from November 2018 through February 2019, including any communications regarding such review.

(9) AMc's Alleged Failure to Produce the North Contract

The NRA's First Lawsuit (CL19001757) originally alleged that AMc refused to provide the NRA with a copy of the North Contract but was subsequently amended to admit that before the lawsuit was filed, "Col. North finally disclosed a copy of his contract to the NRA." Document Request No. 15 seeks "[a]ll documents that relate to or support the allegation that AMc 'refused to respond to basic information requests from NRA executives . . .'"

During Mr. LaPierre's deposition, he discussed the production of the North Contract.

- Q: So the lawsuit was filed on April 12th, and on April 10th or 11th, Lieutenant Colonel North had sent a copy of his contract to the NRA.
- A: You know, there was so much confusion surrounding at that point as to what was going on with everything, I -- and it's not my role to be in the middle of it. I -- I don't know whether Ollie had given his contract at that point to the audit committee or not. He might have, he might not have, is the honest truth. I'm not sure.
- Q: Okay.
- A: All I know is the whole thing was an ungodly mess at that point, and people were all over the board on everything.

(LaPierre Dep. at 148-149)

Documents and communications regarding alleged refusal to provide a copy of the North Contract and then subsequent production are plainly relevant to the allegations in the complaint. Consequently, the NRA has a legal obligation to produce the documents and communications related to non-disclosure and subsequent disclosure of the North Contract.

(10) **NRA Whistleblowers**

Document Request No. 27 seeks “[a]ll documents referring or relating to government investigations or inquiries of Wayne LaPierre’s interactions with AMc or any other vendor doing business with the NRA.” In his deposition, Mr. LaPierre stated: “the NRA had the Brewer firm doing a massive amount of work, including dealing with folks inside that were declaring themselves as whistleblowers. Somebody had to go and run down all of those and find out whether there was any truth in it or not and then run down every one of those.” (LaPierre Dep. at 162) Information regarding these “whistleblower” claims is relevant to the litigation as it suggests potential leak sources and financial malfeasance relevant to AMc’s counterclaims and other pertinent issues. The NRA has a legal obligation to identify any persons making these claims and produce those documents relating to their whistleblowing.

(11) **Millie Hallow’s Notes**

The NRA’s Second Lawsuit (CL19002067) alleges that “AMc caused its employee, North, to telephone an aide of [LaPierre]” in an attempt to extort him and the NRA. (Compl. ¶¶ 26, 28) Document Request No. 13 (Case No. 2) expressly seeks “[a]ll documents relating or referring to the NRA’s contention that AMc caused North to ‘relay an extortion threat to the NRA on April 24, 2019.’”

During the deposition of Mr. LaPierre, he referenced notes on the alleged extortion attempt:

- Q: So Millie did take notes of this call; is that correct?
A: That’s correct.
Q: Did you see those notes?
A: I did.
Q: And do they still exist?
A: They do.
Q: Do you know where they are?
A: They’re – they’re in Millie Hallow’s possession, and I assume they’re in the possession of all of the lawyers.

(LaPierre Dep. at 148-149)

At the deposition, counsel for AMc expressly requested the production of these notes. They are responsive AMc’s discovery requests and relevant to the NRA’s allegations. The NRA has a legal obligation to produce these notes and any other communications or documents directly related to the alleged extortion attempt.

(12) **\$6 Million Dollar House**

Interrogatory No. 15 seeks detailed information on “communications and documents relating to Wayne LaPierre’s prospective purchase of a house in Dallas in 2018.” Document Request No. 16 seeks “[a]ll documents referring or relating to Wayne LaPierre’s personal expenses paid directly or indirectly by the NRA from January 1, 2012 to the present.”

In his deposition, Mr. LaPierre discussed the prospective purchase of the house and stated:

A: I killed it. No one else.

Q: How did you do that?

A: I called Steve Hart and told him, "This is not happening, this is not going forward, I'm killing the whole idea." And I also told Woody Phillips. Woody, over that month and a half, I later found out, had sent in an earnest money check of whatever, which NRA got back without it ever being cashed.

Q: Okay.

A: I killed it. No one else did.

(LaPierre Dep. at 230)

The circumstances surrounding the purchase of the Dallas House are relevant to the allegations that AMc lacked documentation of NRA approval of expenses. The NRA has a legal obligation to produce documents related to the attempted purchase Dallas house and Mr. LaPierre's subsequent decision to 'kill' the deal including communications with Mr. Hart, Mr. Phillips, and other individuals involved in the deal.

(13) **Mr. LaPierre Notes**

AMc Document Request No. 2 seeks "[a]ll documents, including handwritten notes, including shorthand noted, drafted send, or received by Wayne LaPierre from 2015 to the present that relate or refer to Defendants. In his deposition, Mr. LaPierre extensively described notes that he took and preserved:

Q: When did you sort through your notepads to determine what was relevant?

A: Well, I actually haven't sorted through all of them. Some of the bins, I just turned over to NRA, and some of it -- I just gave everything from -- that I had from 2012 forward.

Q: So you organized them by year?

A: I actually had dates on the bins, yes.

Q: And on the notepad themselves, did you have -- would there be a date for each entry?

A: No, no.

Q: So how would you determine --

A: They're a muddled mess.

Q: Okay. I believe you testified earlier that you gave the notepads to the attorney, and you just said you gave the notepads to the NRA. Who exactly did you give the notepads to?

A: They were brought in and they were given to -- the attorneys directed them to be put in a room, and there's a room at the NRA that has those notepads. It has the 12, 13, 14 bins.

Q: When were they brought to that room?

A: A couple months ago, a month or two ago or three ago, four ago. Within the last couple months because we needed to -- they were part of the discovery in terms of the Attorney General and New York State.

(LaPierre Dep. at 299-300)

Mr. LaPierre's notes relating to AMc are directly relevant to the NRA and AMc's relationship and memorialize his impressions of key interactions and meetings at the heart of this case. Consequently, the NRA has a legal obligation to produce Mr. LaPierre's notes.

(14) **LaPierre Travel Policy**

Interrogatory No. 14 seeks "all communications and documents relating to how the NRA reviewed, accounted for, or paid the expenses that are identified in the five letters from AMc to the NRA dated April 22 or 24, 2019." The letters identify, among other things, travel expenses. See April 22, 2019 Letter from Winkler to Schropp,

During Mr. LaPierre's deposition, he referenced an NRA policy regarding his travel:

- A: The Board is aware that I -- that I have to travel private, that the security recommendation and security -- our security -- NRA security office requires me to travel private. That is the policy of the National Rifle Association in regard to my travel.
- Q: Was that a written policy approved by the Board?
- A: It is a policy from our security people that the Board was apprised of.
- Q: When was that policy put in place?
- A: Within -- several years ago.
- Q: Did the Board finance committee approve this policy?
- A: I don't know whether the finance committee ever -- I know they're aware of it. I don't know whether they ever voted on it.
- Q: Is the policy written down somewhere?
- A: I believe it is -- it is the policy of our security people, and I believe it is written down. In fact, I think -- in fact, they have numerous backup studies and analysis by other firms that have looked at the situation and agreed with the NRA policy.
- Q: Does the policy extend to other family members?
- A: It does.

(LaPierre Dep. at 325-326)

Any policy regarding Mr. LaPierre's travel is relevant to the NRA's allegation that AMc lacked documentation of NRA approval of expenses. The NRA has a legal obligation to produce this policy and communications directly related to the implementation of this policy as it pertains to Mr. LaPierre.

(15) **Internal Budget**

The NRA's First Lawsuit (CL19001757) focuses largely on AMc documentation of the NRA's expenses. Document Request No. 22 seeks "[a]ll documents comprising or relating to AMc budgets under the Services Agreement, as well as adherence to those budgets." During Mr.

Spray's deposition, he referenced NRA "internal budgets." (Spray Dep. at 88). These budgets are relevant to the litigation. We demand that the NRA produce these internal budgets for 2018 and 2019.

(16) **Erosion of AMc and the NRA Relationship Communications**

AMc issued several discovery requests regarding the NRA's allegations against AMc. For example, Document Request No. 15 seeks "[a]ll documents that relate to or support the allegation that AMc 'refused to respond to basic information requests from NRA executives[.]'" Document Request No. 19 seeks "[d]ocuments referring or relating to the decision to request additional access to AMc's records alleged, e.g., in Paragraph 19 of the Amended Complaint." Document Request No. 32 seeks "[a]ll documents relating or referring to vendors that the NRA formed concerns about as a result of the "letters" it sent out, as referenced in Paragraph 17 of the NRA's Amended Complaint."

During Mr. Spray's deposition, he referenced communications surrounding the letters that led to the erosion of the relationship:

Q: Was there a discussion with Ackerman McQueen that the relationship had eroded?

A: I think – I think there's a fairly long letter trail to that effect, and I would just refer us to that.

Q: Whose letters to whom?

A: I was cc'd on a few, maybe most, maybe all. But I think it was – I know Josh Powell had written letters. I know letters and/or emails had come from Lisa Supernaugh. I knew letters had come from, at some point, Andrew Arulanandam. Woody had signed several letters. So there were quite a few that were going back and forth. . .

(Spray Dep. at 82). Mr. Spray also referenced communications regarding Josh Powell in connection to the erosion of the relationship:

Q: And did the NRA agree to remove Josh Powell from any dealings with Ackerman McQueen?

A: I wasn't there, but that was my understanding. I know that at some point in time there was a letter written that assigned me as a primary point of contact or something along those lines, and my understanding at the time was that was a function of those conversations that had happened.

(Spray Dep. at 112)

Communications regarding the "erosion" of the relationship between AMc and the NRA are directly relevant to allegations in the NRA's complaint. The NRA has a legal obligation to produce all NRA communications regarding its relationship with AMc, including communications related to or referencing the letters between AMc and the NRA and Josh Powell's removal.

(17) **Contracts Manual**

In his deposition, Mr. LaPierre acknowledged the existence of an NRA policy requiring that any contract with a vendor in excess of \$100,000 be approved by the president and vice president. (LaPierre Dep. At 155). Additionally, Mr. Spray referenced a “contracts manual” in relation to the same policy:

Q: You mentioned “internal processes.” What do you mean by that?

A: So at different thresholds of commitment, there are different levels of individuals authorized to sign for the NRA.

Q: And what are those levels?

A: So those levels can be anything from a manager, depending on the amount, to the executive. At certain levels it takes two officers. Levels beyond that, it takes two officers, Wayne, the second, first, and president – second vice president, first vice president, and the president to sign off on. And then, of course, outside of levels, there’s requirements that I’m not intimately familiar with for other actions. So, for example, if we were going to sell an asset, a building, that would require board approval, which, through a labyrinth of instruction, can be delegated at times to the executive committee as a representative of the Board that can then later vote on it. So there’s a whole myriad of different processes and paths that need to be followed depending on the type of transaction and the amount of the transaction.

Q: Are these written down somewhere?

A: Yes.

Q: Where?

A: The – for the contracts piece, there’s a contracts manual that describes it. And then within the board bylaws, we describe the other levels as affected by – for the president, vice president, and second vice president.

Q: What is the contracts manual?

A: So it’s a guide that’s put out by – or was put out by the contracts group in the building. It gives people information on how to – how to buy things to make sure that they’re being appropriately vetted and committed.

(Spray Dep. at 116.)

This manual is relevant as it relates to the approval of the Services Agreement and the general contracting authority of NRA officials. Document Request No. 8 seeks “[a]ll documents referring or relating to the Services Agreement[.]” The NRA has a legal obligation to produce this manual and any communications directly related to approval of the Services Agreement.

(18) **Brewer Billing Communications**

Interrogatory No. 5 seeks details of “communications referring or relating to concerns by any NRA employee, director or agent regarding expenditures made by the NRA to Brewer Attorney’s and Counselor’s or any other entity related to, or affiliated with William Brewer. During his deposition, Mr. Spray referenced communications regarding concerns about bills in connection to William Brewer.

Q: You also testified that at some point you were directed by the president and the vice president of the NRA not to pay Brewer’s invoices?

- A: Correct.
- Q: When was that?
- A: Right before I got the legal opinion of Morgan Lewis. So Q1. It would have been Q1 of '19.
- Q: And so that was Oliver North that directed you not to do that?
- A: So the memo came from Colonel North. Carolyn Meadows and Richard Childress were cc'd and had initialed it. And the letter -- or the memo effectively said, back to that internal control process we discussed earlier, since it hadn't gone -- the contract hadn't gone through that internal control process, that I wasn't authorized to pay the invoices. So that was what I -- just determined I should get a legal opinion on prior to proceeding.

(Spray Dep. at 163)

These communications are relevant as they bolster AMc's contention that Mr. Brewer sought to oust AMc in order to take over AMc's NRA business. The NRA has a legal obligation to produce communications relating to NRA concerns regarding the William Brewer bills.

(19) **Treasury Staff Memo**

Discovery Request No. 21 seeks "[a]ll documents provided to or received from any Government Entity in connection with any litigation, investigation, settlement, or inquiry, formal or informal." *See also* Discovery Request 28. During Mr. Spray's deposition, he referenced a memorandum written by the accounting team of the NRA Treasurer in response to a Congressional investigation:

- Q: If you look at the footnote 3 at the bottom of the second page, there's a long list of financial irregularities. Do those -- those issues, do they -- they involve the treasurer's department; is that correct?
- A: Do you mean did it involve the treasurer and was NRA finance -- I don't understand the question. How does it involve the -- I don't understand what you're asking.
- Q: Okay. Let me rephrase it. This refers to -- it refers to, on the third line towards the end of the footnote "Allegations contained in a memo prepared by NRA accountants and presented to NRA's audit committee, including payments to an IT consulting firm," et cetera, et cetera. Is that -- is the NRA accountants, is that the accounting firm that we mentioned earlier?
- A: No. My understanding of this is the -- this is -- this is the -- my accounting team had written that memo.

...

MR. DICKIESON: Counsel, we haven't seen that memo. I don't know why it hasn't been turned

MR. COLLINS: I don't know either. I'll try to find out.

BY MR. DICKIESON:

- Q: It's your understanding that memo was created while you were at the NRA but before you became treasurer; is that right?
- A: That's my understanding.

(Spray Dep. at 226-234)

This memorandum concerns expenses that are directly at issue in the NRA's complaint. The NRA has a legal obligation to produce the memorandum.

(20) AMc Invoices

Document Request No. 35 seeks "[a]ll documents relating or referring to any communications about AMc budgets or invoices, including any directions to the Chief Financial Officer to pay or refuse to pay any invoice or invoice entry from AMc." Document Request No. 36 seeks "[a]ll documents that refer or relate to payments made by the NRA to Defendants from 2015 to the present." During the deposition of Mr. Spray, he referenced AMc invoices:

- Q: So the December 2018 invoices, you felt comfortable paying those?
A: Yes. If they have my signature on them, I've been through them, I worked through them with Lisa. They also should have another officer, depending on the amount. I believe it would be John in most cases. So he would have helped me reconcile to the agreement, and then I would have reconciled, making sure we had the dollars bucketed correctly in (c)(3) and (c)(4), and I would have approved it and paid it.
...
Q: So in your files, there are invoices with your signature or your initials on them and some other officers' initials on them.
A: There should be.
MR. DICKIESON: Counsel, we would like to see those documents.
MR. COLLINS: Sure.
MR. DICKIESON: They should have been turned over by now.

(Spray Dep. at 245-255).

Mr. Spray also referenced other invoices issued in 2019, specifically in January and April. These invoices are responsive to AMc's discovery requests and central to AMc's counterclaim. The NRA has a legal obligation to produce the invoices for the above mentioned dates.

Again, we request that the NRA produce the above referenced documents no later than November 6, 2019.

Sincerely,


David Dickieson

cc: Michael Collins, Esq.

Exhibit C

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**

**PLAINTIFF'S RESPONSES AND OBJECTIONS TO DEFENDANT ACKERMAN
MCQUEEN, INC.'S FIRST SET OF DOCUMENT REQUESTS**

Pursuant to Virginia Supreme Court Rules ("Rules") 4:1 and 4:9, Plaintiff/Counterclaim Defendant the National Rifle Association of America (the "NRA") submits the following Responses and Objections to Defendant Ackerman McQueen, Inc.'s First Set of Document Requests (the "Requests"), which Ackerman served in the case styled *Nat'l Rifle Ass'n v. Ackerman McQueen, et al.*, No. CL19002067. These Responses and Objections are based on information currently available to the NRA. The NRA reserves the right to amend, supplement or correct its Responses and Objections in accordance with the applicable rules.

I. GENERAL OBJECTIONS

The General Objections set forth below apply to each of the numbered Requests whether or not specifically stated in Plaintiff's response or objections to each Request.

1. The NRA objects to the Requests to the extent they seek information or documents which are privileged, exempt, or protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other applicable statutory or common law privilege, prohibition, limitation, immunity, or exemption from discovery. Nothing contained in these Responses and Objections is intended to be, or should in any way be deemed as, a waiver of the attorney client privilege, attorney work product doctrine, or any other applicable privilege, immunity, prohibition, limitation, or exemption. The NRA's production of any document in response to any Request is not, and shall not be deemed or construed as, a waiver of any privilege, right, or objection on the part of the NRA with respect to any such document or information. In the event that the NRA inadvertently produces a privileged document or a document exempt from discovery, such production is not, and shall not be deemed or construed as a waiver of any privilege, right or objection on the part of the NRA, and the NRA reserves the right to demand from Defendants Ackerman McQueen, Inc ("Ackerman") and Mercury Group, Inc. (together "AMc") the return of any such document.

2. The NRA objects to the Requests to the extent that they are overly broad and unduly burdensome. In particular, the NRA objects to the Definitions and Instructions as overbroad and unduly burdensome to the extent they purport to define the terms "NRA," "You," and "Your," because the inclusion of agents and "others acting on [the NRA's] behalf," in the definition of such terms would require the NRA to seek and produce documents from persons outside of its control, including AMc who has itself served as an agent of the NRA. Accordingly, the NRA's Responses and Objections to the Requests will define the terms "NRA," "Plaintiff," "you" or "your" to mean the National Rifle Association of America and any of its officers, directors or employees, unless otherwise stated in a specific response.

3. The NRA objects to the Requests to the extent they require production of documents not in its possession, custody, or control, or require the NRA to make unreasonable inquiries of persons or other entities. In addition, the NRA objects to the Requests to the extent that AMc has the requested documents within its possession, custody, or control.

4. The NRA objects to the Definitions and Instructions to the extent that they seek to impose obligations greater than those imposed or authorized by the Rules and any other applicable laws, orders, rulings or pronouncements of this Court.

5. The NRA's failure to make a specific objection to a particular individual Request is not, and shall not be construed as, an admission that responsive information exists. Likewise, any statement or other indication herein that the NRA will produce any documents or make them available for inspection and copying in response to an individual Request does not mean that the NRA, in fact, has any such documents or that any such document exists, but instead reflects an intention, subject to and without waiving any objections, to conduct a reasonably diligent search for responsive documents in the NRA's possession, custody, or control.

6. The NRA's Responses and Objections are not intended to waive, and do not constitute a waiver of, any objections which the NRA may have to the admissibility, authenticity, or relevance of the information provided. For all information provided in response to the Requests, the NRA reserves all objections regarding the competency, relevance, materiality, or admissibility of any such information as evidence in any subsequent proceeding in, or trial of, this or any other action.

7. In providing these Responses and Objections to the Requests, the NRA reserves and does not waive: (a) any objections as to the vagueness, ambiguity, or other infirmity in the form of the Requests and any objections based on the undue burden imposed by the Requests; (b) any rights to object on any grounds to the use of any of the responses, documents, or their subject matter, in

any subsequent proceedings; and (c) any rights to object on any ground to any further discovery requests involving or relating to the subject matter of the Requests.

8. The NRA objects to the Requests to the extent that they call for the production or disclosure of "Confidential Information" as that term is defined in Section IV.A. of the Services Agreement.¹ Nothing contained in these Responses is intended to be, or should in any way be deemed as, a waiver of the protections afforded to Confidential Information pursuant to the Services Agreement.

9. The NRA reserves the right to supplement and amend these Responses and Objections due to, among other things, discovery of additional facts and materials and other developments or proceedings in this action.

10. The NRA objects to each Request as overly broad and unduly burdensome to the extent that it seeks "All Documents" and/or "All Communications" relating to a given subject matter. The NRA will make a diligent, good faith search of files identified as most likely to contain documents responsive to the Requests and will produce responsive, non-privileged, nonobjectionable discovery material located in connection therewith. If any discovery material is inadvertently overlooked in the course of such search, such discovery material will be produced when located, subject to the objections set forth herein.

11. The NRA objects to each Request that seeks disclosure of documents dating to the period January 1, 2015, through the date of trial, as overly broad and unduly burdensome. Unless otherwise noted, the NRA will produce documents for the period from January 1, 2018, to the commencement of this lawsuit.

¹ Confidential Information is defined by the Services Agreement to include "any NRA membership data or mailing lists, any materials or information relating thereto, or any other data, materials or information coming to the knowledge of AMc, supplied to AMc by NRA, or otherwise made known to AMc as a result of AMc's providing Services" to the NRA.

12. All of the NRA's objections to the Requests shall be deemed to be continuing and are hereby incorporated into each of the Responses to the specific requests set forth below.

II. SPECIFIC OBJECTIONS AND RESPONSES

REQUEST FOR PRODUCTION NO. 1:

All documents relating or referring to any "leaks" of NRA information.

RESPONSE TO REQUEST NO. 1:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

The NRA further objects to this Request on the grounds that it is overbroad, unduly burdensome, and fails to describe with reasonable particularity the documents requested because it generally seeks "all documents" relating or referring to *any* leaks of NRA information, without limitation as to scope. Specifically, the Request fails to identify the referenced "leaks" by the subject matter or time frame of the leaked information.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce at a reasonable time and place, nonobjectionable documents responsive to this Request which relate or refer to leaks of NRA Confidential Information which are alleged to have occurred between January 1, 2018 and the date on which the Complaint was filed, May 22, 2019.

REQUEST FOR PRODUCTION NO. 2:

All documents relating or referring to the specific “sources” that allegedly “advised” the NRA “that leaks were emanating from AMc,” as alleged in Paragraph No. 23 of the Complaint.

RESPONSE TO REQUEST NO. 2:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents to Defendants, at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 3:

All documents relating or referring to the NRA’s contention that AMc has “leaked” NRA information.

RESPONSE TO REQUEST NO. 3:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege

from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents to Defendants, at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 4:

All documents relating or referring to the NRA's contention that "AMc conspired with [others] to disseminate select" NRA records, as alleged in Paragraph No. 24 of the Complaint, and including, but not limited to, documents sufficient to identities [*sic.*] of the alleged conspirators.

RESPONSE TO REQUEST NO. 4:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents, at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 5:

All documents relating or referring to "media inquiries that strongly suggest there are misleading, defamatory 'leaks' emanating from AMc," as alleged in Paragraph No. 29 of the Complaint.

RESPONSE TO REQUEST NO. 5:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents, at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 6:

All documents relating or referring to the NRA's contention that "AMc directly or indirectly disclosed the NRA's confidential information" to "media outlets," as alleged in Paragraph No. 30 of the Complaint, and including, but not limited to, "The New York Times, The Wall Street Journal, The Daily Beast, and Rolling Stone."

RESPONSE TO REQUEST NO. 6:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections,

and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents, at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 7:

All documents referring or relating to any communications between the press and the NRA or its agents, which directly concerns the Defendants.

RESPONSE TO REQUEST NO. 7

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

The NRA objects to this Request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous because it purports to seek documents referring or relating to communications with the press which “directly concern” AMc. The meaning of the term “directly concern” is not readily apparent. All of the NRA’s communications with the press may “directly concern” AMc since AMc is the NRA’s former press agent.

Moreover, the Request is overly broad and unduly burdensome to the extent that it seeks the production of information which is not relevant to any of the claims or defenses in this litigation, nor likely to lead to the discovery of admissible evidence. Of all of the NRA’s documents that refer or relate to communications with the press that may “directly concern” AMc – a category of documents which may number in the tens of thousands – the only documents which could ostensibly be probative of any claim or defense in this litigation are the scant documents that refer or relate to

communications on one topic: the contract between Col. North and AMc. Specifically, the *only* claim for which a small subset of the documents requested may potentially be probative is AMc's claim that the NRA has disclosed without "right or entitlement" and "for the purpose of harming AMc," information about AMc's contract with Lt. Col. Oliver North. None of the broad range of documents apparently sought by AMc (by this Request) would be remotely probative of any other claim or defense in this litigation. AMc's failure to restrict its Request to documents that refer or relate to communications with the press about the AMc contract with Col. North, and its failure to identify reasonable date restrictions to target communications about that contract, impose an undue burden on the NRA.

Moreover, AMc's use of the term "agent" is vague and ambiguous because AMc was the NRA's agent for the time period during which the parties' disputes arose. The NRA will not speculate as to the information in the possession of its former agent, AMc.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce, at a reasonable time and place, nonobjectionable, responsive documents that concern the NRA's communications with the press about AMc's contract with Col. North, dated before the date of AMc's Counterclaim on June 19, 2019.

REQUEST FOR PRODUCTION NO. 8:

All documents referring or relating to the NRA's request "that several key AMc employees execute sworn declarations attesting that they had not violated their confidentiality obligations under the Services Agreement," as alleged in Paragraph No. 31 of the Complaint.

RESPONSE TO REQUEST NO. 8:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the

disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 9:

All documents referring or relating to any communications by the NRA's "public affairs professionals" and their "effort[s] to correct the misleading impressions sown by AMc," as alleged in Paragraph No. 38 of the Complaint.

RESPONSE TO REQUEST NO. 9:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce, at a reasonable time and place, nonobjectionable, responsive documents.

REQUEST FOR PRODUCTION NO. 10:

All documents relating or referring to the NRA's contention that Defendants were

“allocating substantial time to non-NRA clients” even though these employees were “NRA-Dedicated Personnel,” as alleged in Paragraph No. 16 of the Complaint.

RESPONSE TO REQUEST NO. 10

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 11:

All documents relating or referring to the NRA’s contention that Defendants had a fiduciary duty to the NRA, as alleged in the Complaint, including, but not limited to, all documents which explicitly state that Defendants had a fiduciary duty.

RESPONSE TO REQUEST NO. 11

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections,

and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 12:

All documents relating or referring to the NRA's contention that "AMC's individual employees are themselves fiduciaries of the NRA," as alleged in Paragraph No. 10 of the Complaint.

RESPONSE TO REQUEST NO. 12:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 13:

All documents relating or referring to the NRA's contention that AMc caused North to "relay an extortion threat to the NRA on April 24, 2019," as alleged in Paragraph No. 48 of the Complaint.

RESPONSE TO REQUEST NO. 13:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to

this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and space.

REQUEST FOR PRODUCTION NO. 14:

All documents referring or relating to the NRA's determination that it "would now require supporting documentation to be transmitted contemporaneously with vendor invoices," as alleged in Paragraph No. 19 of the Complaint.

RESPONSE TO REQUEST NO. 14:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

The NRA further objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it seeks production of "all documents" which indirectly or incidentally refer or relate to a determination that is not the subject of any claim or counterclaim in this litigation. Likewise, the NRA objects to this Request to the extent it seeks documents and information not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. There is no dispute as to if or when the NRA altered its procedures; rather, AMc appears to seek the *reason* that the NRA altered its procedures. AMc's Request, however, is not so narrowly

defined. As written, AMc's Request would appear to require the production of a broad range of documents including those which merely reflect the results of the NRA's determination. For example, receipts received from other unrelated vendors to substantiate their own invoices, pursuant to the NRA's determination, would ostensibly refer or relate to the NRA's determination and would therefore be responsive to AMc's Request.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce, at a reasonable time and place, nonobjectionable, responsive documents that reflect or bear on the NRA's decision to alter its procedures as described in Paragraph 19 of the Complaint.

REQUEST FOR PRODUCTION NO. 15:

Documents related to correspondence and communications with vendors relating to compliance with IRS or New York non-profit requirements, including documents relating to internal communications about vendor compliance.

RESPONSE TO REQUEST NO. 15:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

Furthermore, the NRA objects to this Request to the extent it seeks documents and information not relevant to the subject matter of this litigation nor likely to lead to the discovery of

admissible evidence. The NRA's correspondence and communications with or about other vendors has no bearing on the claims or defenses in this litigation.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce, at a reasonable time and place, nonobjectionable, responsive correspondence or communications with vendors relating to compliance with IRS or New York non-profit requirements. The balance of the requested documents will not be produced on the basis of the NRA's objections.

REQUEST FOR PRODUCTION NO. 16:

Documents relating to invoices from or payments to Brewer Attorneys and Counselors, including any audits of such invoices.

RESPONSE TO REQUEST NO. 16:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Furthermore, the NRA objects to this Request to the extent it seeks documents and information not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 17:

Documents relating to any efforts to remove Wayne LaPierre as an officer of the NRA.

RESPONSE TO REQUEST NO. 17:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. Furthermore, the NRA objects to this Request to the extent it seeks documents and information not relevant to the subject matter of this litigation nor likely to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 18:

Documents that relate to any person identified by the NRA as a witness in the case or designated by the NRA for a deposition.

RESPONSE TO REQUEST NO. 18:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

Furthermore, the NRA objects to this Request as premature. Discovery in this litigation is barely underway. Indeed, AMc has not produced a single document in response to either of the NRA's Sets of Requests for Production. The NRA is not prepared nor required at this early stage of litigation to identify each of its witnesses. Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 19:

All documents that refer or relate to any damages suffered by the NRA or the calculation of any damages arising out the Complaint allegations against the Defendants.

RESPONSE TO REQUEST NO. 19:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

Furthermore, in light of the early stage of this litigation, the NRA objects to this Request as premature. Discovery in this litigation is barely underway. Indeed, AMc has not produced a single document in response to either of the NRA's Sets of Requests for Production. The NRA therefore has not yet completed its analysis of its damages. Moreover, the NRA's damages calculations are subject to expert analysis and input; at present, the NRA cannot acquire such analysis because any such analysis requires evidence that is presently being withheld by AMc.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 20:

All documents that the NRA contends support affirmative defenses asserted with its Answer and any defenses to the Counterclaim and all documents the NRA intends to use or rely upon at trial in this Action.

RESPONSE TO REQUEST NO. 20:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery.

Furthermore, in light of the early stage of this litigation, the NRA objects to this Request as premature on the basis that the NRA is not presently prepared to marshal and produce all evidence it intends to use or rely upon at trial, in support of its affirmative defenses. Indeed, this Request is issued by AMc prior to AMc's production of a single document to the NRA, rendering the NRA unable to identify certain of the documents it may wish to use at trial, to the extent they remain in AMc's sole possession.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

REQUEST FOR PRODUCTION NO. 21:

All documents and communications relating to any expert witness hired to testify in this litigation, including any expert report, any documents relied on by the expert, and any documents considered by the expert in reaching any conclusion stated in the expert report.

RESPONSE TO REQUEST NO. 21:

The NRA incorporates its General Objections. The NRA also objects to this Request to the extent it seeks Confidential Information as that term is defined by the Services Agreement; the disclosure of Confidential Information does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. Additionally, the NRA objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery. The NRA specifically objects to the Request to the extent it seeks communications to or from expert witnesses issued by or at the direction of counsel or communications that reflect counsel's legal advice or a request for counsel's legal advice.

Furthermore, in light of the early stage of this litigation, the NRA objects to this Request as premature on the basis that the NRA is not presently prepared to marshal and produce all evidence relied upon by any expert. Indeed, this Request is issued by AMc prior to AMc's production of a single document to the NRA, rendering the NRA unable to identify the documents the NRA will receive from AMc and provide to its expert(s).


Moreover, the NRA objects to this Request on the grounds that it is overbroad and unduly burdensome to the extent that it purports the NRA to 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 Plaintiff intends to have testify at the trial of this case. The NRA further objects to this Request on the grounds that it is unduly burdensome to the extent that it purports to require the NRA to gather and produce copies of publicly available documents which are equally accessible to Defendants as to the NRA. The NRA will not undertake to gather such materials.

Subject to and without waiving the foregoing objections and General Objections, and following a reasonable search, the NRA shall produce nonobjectionable, responsive documents at a reasonable time and place.

Dated: August 20, 2019

Respectfully submitted,
NATIONAL RIFLE ASSOCIATION
OF AMERICA
By counsel


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*Counsel for the National Rifle Association of
America*

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I caused the foregoing Plaintiffs Responses and Objections to Defendant Ackerman McQueen, Inc.'s First Set of Document Requests to be served via electronic mail and first-class mail upon:

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James W. Hundley (VSB #30723)
Robert H. Cox (VSB #33118)

Exhibit D

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**

**PLAINTIFF'S RESPONSES AND OBJECTIONS TO DEFENDANT ACKERMAN
MCQUEEN, INC.'S FIRST SET OF INTERROGATORIES**

Pursuant to the Rules of the Supreme Court of Virginia ("Rules") 4:1 and 4:8, Plaintiff/Counterclaim Defendant the National Rifle Association of America (the "NRA") submits the following Responses and Objections to Defendant Ackerman McQueen, Inc.'s ("Ackerman's") First Set of Interrogatories (the "Interrogatories"), which Ackerman served in the case styled: *Nat'l Rifle Ass'n v. Ackerman McQueen, et al.*, No. CL19002067. These Responses and Objections are based on information currently available to the NRA. The NRA reserves the right to amend and supplement its Responses and Objections in accordance with the applicable rules. The NRA notes that while Ackerman has titled these as their "First Set of Interrogatories to Plaintiff National Rifle Association of America," Ackerman previously served a set of 23 interrogatories on June 14, 2019.

The information supplied in these Responses and Objections is not based solely on the knowledge of the executing party, but may include knowledge of the Plaintiff's other agents and

representatives. The word usage and sentence structure may be that of the attorney assisting in the preparation of these answers and thus does not necessarily purport to be the precise language of the executing party.

I. GENERAL OBJECTIONS

The General Objections set forth below apply to each of the numbered Interrogatories, whether or not specifically stated in Plaintiff's response or objections to each Interrogatory.

1. The NRA objects to the Interrogatories to the extent that the total number of interrogatories served exceeds the number of interrogatories permitted under the applicable rules. Ackerman served 23 interrogatories on June 14, 2019, and 20 interrogatories on July 17, 2019.¹ Pursuant to Rule 4:8(g), Ackerman may serve no more than 30 interrogatories on the NRA. Accordingly, and because the NRA already has responded to Ackerman's first set of interrogatories – which were propounded in the now-consolidated matter: *Nat'l Rifle Ass'n v. Ackerman McQueen, et al.*, No. CL19001757 (filed April 11, 2019) – Ackerman is only entitled to a response from the NRA to seven of its Interrogatories. By responding to all 20 interrogatories, the NRA is not waiving its objections. The NRA reserves the right to challenge the additional interrogatories, and to contend that Ackerman has served more interrogatories than the Rules permit.

2. The NRA objects to the Definitions and Instructions, and to the Interrogatories, to the extent that they seek to impose obligations on the NRA greater than those imposed or authorized by the Code of Virginia or the Rules.

¹ Ackerman served 23 interrogatories on the NRA on June 14, 2019, in the matter styled: *Nat'l Rifle Ass'n v. Ackerman McQueen, et al.*, No. CL19001757 (filed April 11, 2019). The NRA responded to all 23 interrogatories on July 27, 2019. Now, Ackerman serves 20 more interrogatories in the matter styled *Nat'l Rifle Ass'n v. Ackerman McQueen, et al.*, No. CL19002067 (filed May 22, 2019), though the matter has already been consolidated with the earlier-filed action on July 10, 2019, by Order of the Circuit Court of the City of Alexandria.

3. The NRA objects to the Interrogatories to the extent they seek information or documents which are privileged, exempt, or protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other applicable statutory or common law privilege, prohibition, limitation, immunity, or exemption from discovery. Nothing contained in these Responses and Objections is intended to be, or should in any way be deemed as, a waiver of the attorney-client privilege, attorney work product doctrine, or any other applicable privilege, immunity, prohibition, limitation, or exemption. The NRA's response to any Interrogatory, or the production of any document in response to any Request – as contemplated by Ackerman in its Instructions at Paragraph Four, and Rule 4:8(f) – is not, and shall not be deemed or construed as, a waiver of any privilege, right, or objection on the part of the NRA with respect to any such document or information.

4. The NRA objects to the Interrogatories to the extent that they call for the production or disclosure of “Confidential Information” as that term is defined in Section IV.A. of the Services Agreement, dated April 30, 2017 (as modified by Amendment No. 1, dated May 6, 2018).² Nothing contained in these Responses and Objections is intended to be, or should in any way be deemed as, a waiver of the protections afforded to Confidential Information pursuant to the Services Agreement. The NRA submits its Responses and Objections with the understanding that AMc will honor its confidentiality obligations.

5. The NRA objects to the Interrogatories to the extent that they are overly broad and unduly burdensome. In particular, the NRA objects to the Definitions and Instructions as overbroad and unduly burdensome to the extent they purport to define the terms “NRA,” “You,”

² Confidential Information is defined in the Services Agreement to include “any NRA membership data or mailing lists, any materials or information relating thereto, or any other data, materials or information coming to the knowledge of AMc, supplied to AMc by NRA, or otherwise made known to AMc as a result of AMc's providing Services” to the NRA.

and "Your," because the inclusion of agents and "others acting on [the NRA's] behalf," in the definition of such terms would require the NRA to seek documents from persons outside of its control, including Defendants Ackerman and Mercury Group, Inc. (together, "AMc") who have served as agents to the NRA. Accordingly, the NRA's Responses and Objections to the Interrogatories will define the terms "NRA," "Plaintiff," "you" or "your" to mean the National Rifle Association of America and any of its officers, directors or employees, unless otherwise stated in a specific response.

6. The NRA objects to the Interrogatories to the extent they subject the NRA to unreasonable burden and expense, including, but not limited to, the burden and expense of collecting or distilling information which is equally – or more readily – available to AMc.

7. The NRA objects to the Interrogatories to the extent they seek information not in its possession, custody, or control, or require the NRA to make unreasonable inquiries of persons or other entities. The NRA further objects to the Interrogatories to the extent that AMc already has the requested information within AMc's possession, custody, or control.

8. The NRA objects to the Interrogatories to the extent they are vague, ambiguous and/or unintelligible.

9. The NRA objects to the Interrogatories to the extent they seek information that is neither relevant to the subject matter of the litigation nor reasonably calculated to lead to the discovery of admissible evidence.

10. The NRA objects to the Interrogatories to the extent they seek information that violates the right of privacy guaranteed by law to the NRA and/or third parties.

11. All objections previously noted or filed separately are incorporated herein in their entirety by reference as if set forth verbatim; none are waived.

12. The information provided in these Responses and Objections reflects the NRA's current knowledge, information and belief. The NRA reserves the right to change, modify, amend or supplement these Responses and Objections as warranted based upon, among other things, discovery of additional facts and materials and other developments or proceedings in this action.

13. The NRA's failure to make a specific objection to a particular individual Interrogatory is not, and shall not be construed as, an admission that responsive information exists. Likewise, any statement or other indication herein that the NRA will produce any information or documentation or will make any documents available for inspection and copying in response to an individual Interrogatory does not mean that the NRA, in fact, has any such information or documents, or that any such information or documents exist, but instead reflects an intention, subject to and without waiving any objections, to conduct a reasonably diligent search for responsive information in the NRA's possession, custody, or control.

14. Objections to these Interrogatories are made without waiver, and with preservation, of all objections as to competency, relevance, materiality, privilege and admissibility of the responses and the subject matter of such responses as evidence for any purpose in any proceeding, including trial, and in any other action.

15. Objections to these Requests are made without waiver, and with preservation, of the right to object to the use of these Interrogatories and the subject matter of these Interrogatories on any ground in any proceeding in this action, including trial, and in any other action.

16. Objections to these Interrogatories are made without waiver, and with preservation, of the right to object on any grounds at any time to a demand or request for further or other responses (a) to these Interrogatories or (b) relating to the subject matter of these

Interrogatories.

17. Objections to these Interrogatories are made without waiver, and with preservation, of the right to revise, correct, add to, supplement, or clarify these Responses and Objections.

18. In providing these responses to the Interrogatories, the NRA reserves and does not waive: (a) any objection as to the vagueness, ambiguity, or other infirmity in the form of an Interrogatory and any objection based on the undue burden imposed by an Interrogatory; (b) any rights to object on any grounds to the use of any of the responses, objections, documents, or their subject matter, in any subsequent proceeding; and (c) any rights to object on any ground to any further discovery requests involving or relating to the subject matter of the Requests.

19. All of the NRA's objections to the Requests shall be deemed to be continuing and are hereby incorporated into each of the responses and objections to the specific Requests set forth below.

II. SPECIFIC OBJECTIONS AND RESPONSES

INTERROGATORY NO. 1

Identify each person whom you believe has or may have knowledge of the facts and circumstances that are the subject matter of the Complaint and the Counterclaim in this case.

RESPONSE TO INTERROGATORY NO. 1

The NRA incorporates its General Objections. The NRA also objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

In addition, the NRA objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

Furthermore, the NRA objects to this Interrogatory as overbroad and unduly burdensome to the extent that it purports to require the NRA to provide an exhaustive list of individuals with knowledge of any of the facts recounted in the Complaint and alleged in the Counterclaim, including individuals whose knowledge is *de minimis* or incidental, or was acquired under circumstances that make such individuals difficult to identify (*e.g.*, knowledge relayed indirectly, as part of a communication to which the NRA was not a party). The NRA will not purport to identify such individuals. Likewise, based on overbreadth and undue burden, the NRA will not purport to identify individuals whose knowledge concerns facts that are not material to the parties' claims or defenses.

This Interrogatory is overbroad and unduly burdensome on the additional basis that it calls for names of litigation counsel or their agents, consultants, or experts; the burden of identifying these individuals, and the risk that doing so would expose counsel's thought processes or litigation strategies, exceeds the potential relevance of such information. Accordingly, the NRA will exclude the names of litigation counsel and their agents, consultants, and experts from its response.

Moreover, the NRA objects to this Interrogatory to the extent that the term "agent" is vague and ambiguous.

Finally, the NRA objects to this Interrogatory as premature because it seeks the NRA's ultimate position on its contentions, even though discovery is in the earliest stages: AMc has yet to produce a single document to the NRA. The NRA should not be required to answer this Interrogatory until after designated discovery is completed, or a pre-trial conference is held. *See* Rule 4:8(e).

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by stating that it continues to investigate the subject matter of the Complaint and counterclaims filed under docket number CL19002067, and by identifying individuals whom it has determined, based on a reasonably diligent inquiry, are likely to possess substantive knowledge of the Complaint and counterclaims:

LAST	FIRST	Relationship
Arulanandam	Andrew	NRA employee
Boren	Dan	NRA Director
Cummins	Emily	Former NRA employee
Erstling	Michael	NRA employee
Frazer	John	NRA Secretary and General Counsel
Hallow	Millie	NRA employee
Hart	Steve	Former outside counsel to NRA
LaPierre	Wayne	NRA CEO and Executive Vice President
McQueen	Angus	AMc Founder
McQueen	Revan	AMc CEO
Montgomery	Melanie	AMc EVP, Management Supervisor
North	Oliver	NRA Director; Former Pres. NRA; employee of AMc
Padilla	Portia	NRA employee

Phillips	Wilson	Former CFO & Treasurer, NRA
Powell	Joshua	NRA employee
Reno	Duane	NRA employee
Rowling	Sonya	NRA employee
Spray	Craig	NRA employee
Supernaugh	Lisa	NRA employee
Tavangar	Nader	AMc EVP, Managing Director – Mercury Group
Tedrick	Rick	NRA CFO
Winkler	Bill	AMc CFO

INTERROGATORY NO. 2

With respect to each person identified in response to Interrogatory No. 1, that is an NRA employee or agent, describe specifically that person's knowledge of the facts and circumstances of the subject matter of the Complaint and/or the Counterclaim and that person's basis for that knowledge.

RESPONSE TO INTERROGATORY NO. 2

The NRA incorporates its General Objections. The NRA also objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

In addition, the NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential

Information pursuant to AMc's obligations under the Services Agreement.

The NRA objects to this Interrogatory to the extent that the term "agent" is vague and ambiguous.

Furthermore, the NRA objects to this Interrogatory to the extent that the information sought is already known to or in the possession of Defendant AMc, and is readily accessible to Defendant AMc. Accordingly, the NRA will not purport to set forth the knowledge held by Defendant nor the "basis for" Defendant's knowledge.

Moreover, the NRA objects to this Interrogatory because it calls for speculation to the extent that AMc has previously acted as an agent of the NRA, and the Interrogatory purports to seek the NRA's disclosure of the knowledge held by AMc in that capacity. The NRA declines to speculate as to AMc's knowledge.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by re-stating that it continues to investigate the subject matter of the consolidated cases, and by identifying the following employees or agents of the NRA:

LAST	FIRST	KNOWLEDGE	BASIS
Arulanandam	Andrew	NRA's requests for AMc books and records	NRA job responsibilities.
Erstling	Michael	Payments to AMc and lack of detail in AMc's invoices	NRA job responsibilities.
Frazer	John	NRA's requests for AMc books and records; NRA's knowledge of terms of North contract prior to obtaining copy of contract.	Facilitated attempts to examine AMc records; conducted circumscribed review of North contract after months of requests; corresponded with AMc re AMc's obligations re the NRA's Confidential

			Information
Hallow	Millie	NRA's requests for AMc books and records; NRA's knowledge of terms of North contract prior to obtaining copy.	Communications with AMC, North, prior to entry of North contract.
LaPierre	Wayne	NRA's requests for AMc books and records; NRA's knowledge of terms of North contract prior to obtaining copy.	Communications with AMC, North, prior to entry of North contract.
Padilla	Portia	Payments to AMc and lack of detail in AMc's invoices	NRA job responsibilities.
Phillips	Wilson	Payments to AMc and lack of detail in AMc's invoices	Role in NRA Finance Dept.
Powell	Joshua	NRA requests for AMc books and records	Requested books and records from AMc on behalf of NRA
Reno	Duane	AMc alleges that Mr. Reno received an email message from Nader Tavangar on April 30, 2019.	AMc's Counterclaim ¶ 46, dated June 19, 2019.
Rowling	Sonya	Payments to AMc and lack of detail in AMc's invoices	NRA job responsibilities.

Spray	Craig	NRA's requests for AMc books and records; payments to AMc and lack of detail in AMc's invoices	NRA job responsibilities.
Supernaugh	Lisa	AMc alleges that Ms. Supernaugh received an email message from Nader Tavangar on April 30, 2019.	AMc's Counterclaim ¶ 46, dated June 19, 2019.
Tedrick	Rick	Payments to AMc and lack of detail in AMc's invoices	NRA job responsibilities.

INTERROGATORY NO. 3

With respect to each person identified in response to Interrogatory No. 1, that is not an NRA employee or agent, describe specifically that person's knowledge of the facts and circumstances of the subject matter of the Complaint and Counterclaim and that person's basis for that knowledge.

RESPONSE TO INTERROGATORY NO. 3

The NRA incorporates its General Objections. The NRA also objects to this Interrogatory to the extent it seeks descriptions of information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

In addition, the NRA also objects to this Interrogatory to the extent it seeks disclosure of "facts and circumstances of the subject matter of the Amended Complaint" comprising Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to,

waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

Furthermore, the NRA objects to this Interrogatory as oppressive and unduly burdensome to the extent it seeks the "basis" for knowledge alleged to be held by persons other than NRA employees or officers, and outside of the NRA's control.

Moreover, the NRA objects to this Interrogatory to the extent that the term "agent" is vague and ambiguous.

The NRA objects to this Interrogatory to the extent that the information sought is equally – or in some cases, more readily – available to Defendant AMc from other sources, such as its own files and employees, and to the extent the Interrogatory calls for speculation. The NRA also objects to the Interrogatory to the extent that the information sought is already known to, or is in the possession of, Defendant AMc, and is readily accessible to Defendant AMc because the persons identified are employees or agents of Defendant AMc.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by identifying the following persons who may possess the knowledge indicated:

LAST	FIRST	KNOWLEDGE	BASIS
Boren	Dan	AMc's accounting for time/services of personnel.	Boren stated in an email message that : They [Ackerman] can't produce the backup to the invoices and were allocating full salary to these employees that may have been working on our [Chickasaw Nation's] accounts."

The NRA continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire, pursuant to Rule 4:1(e).

INTERROGATORY NO. 4

Identify and describe in detail any communications regarding “concerns that Ackerman and Mercury were regularly taking advantage of their favored position and the numerous roles they played for the NRA,” as alleged in Paragraph 16 of the Complaint.

RESPONSE TO INTERROGATORY NO. 4

The NRA incorporates its General Objections. The NRA also objects to this Interrogatory to the extent it seeks information about communications which are protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

In addition, the NRA objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA’s Confidential Information pursuant to AMc’s obligations under the Services Agreement.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory as follows: in 2018, when the NRA sought access to records regarding AMc’s business and accounting practices, AMc’s responses became evasive and hostile. As stated in the Complaint, the NRA was concerned about the amount and proportion of its funds paid to AMc, particularly in those instances in which documents sufficient to substantiate the invoiced charges were not available to the NRA. One specific concern related to the NRA’s reimbursement payments to AMc for out-of-pocket expenses that AMc claimed it incurred in

the performance of its services for the NRA account. Another concern related to the NRA's payments to AMc of certain AMc staff salaries, for AMc personnel who worked exclusively on the NRA account. Specifically, the NRA developed concerns that it was paying the salary of AMc personnel who worked for *other* AMc clients. A third concern among NRA employees and executives was AMc's unwillingness or inability to help the NRA validate AMc's "fair market value" analyses, which AMc used to determine its charges to the NRA for those services for which the NRA was required to pay the "fair market value" under the contract. The NRA continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire pursuant to Rule 4:1(e).

INTERROGATORY NO. 5

Identify the specific employees of Defendants that the NRA believes were "allocating substantial time to non-NRA clients" even though these employees were "NRA-Dedicated Personnel," as alleged in Paragraph 16 of the Complaint, and include in your response all facts relating to or supporting that contention.

RESPONSE TO INTERROGATORY NO. 5

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The

NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

The NRA further objects to this Interrogatory on the basis that the specific identities of the individual AMc employees who were assigned by AMc to perform work on non-NRA accounts, is unavailable to the NRA; that information is exclusively available to Defendant AMc. Defendant AMc was required to produce to the NRA the information it now purports to seek from the NRA. On June 29, 2019, the NRA served its first set of discovery requests on AMc. Among the NRA's discovery requests was Request for Production No. 12, which sought "[d]ocuments 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." AMc responded on July 25, 2019, that it would produce responsive documents "after a protective order has been issued to protect the confidential and proprietary nature of the documents." Despite that assertion, AMc is withholding production of the very information it now purports to inquire about. AMc has represented to the NRA that no documents will be forthcoming in response to the NRA's requests for production until the NRA agrees to exclude certain of its counsel from viewing certain of AMc's "highly confidential" documents. AMc has not asserted that the documents requested by Request for Production No. 12 are highly-confidential, but it nevertheless represented on August 2, 2019, that it does not intend to produce any documents, highly-confidential or otherwise, until the NRA accedes to its demand and signs a so-called "protective order" that is unreasonable and unfairly prejudicial to the NRA's case.

Relatedly, the Interrogatory is objectionable because responding to it would require the NRA to speculate as to facts in Defendants' sole possession. Specifically, AMc's

Interrogatory seeks information held by, and regarding, AMc's own employees. The NRA declines to speculate as to which members of AMc's staff possess knowledge that AMc was required to furnish *to the NRA* more than two weeks ago, and that AMc continues to withhold in defiance of its responsibility to engage in the discovery process.

Additionally, the NRA objects to this Interrogatory as premature because it seeks the NRA's ultimate position on its contentions, even though discovery is in the earliest stages: AMc has yet to produce a single document to the NRA. The NRA should not be required to answer this Interrogatory until after designated discovery is completed, or a pre-trial conference is held. *See* Rule 4:8(e).

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by re-stating that it continues to investigate the subject matter of the Complaint and counterclaims. In addition, the NRA responds to this Interrogatory by pointing Defendant AMc to an email authored by Daniel Boren, an executive of AMc's client, the Chickasaw Nation, in which Boren specifically states that NRA-dedicated personnel may have been deployed to perform services on the Chickasaw Nation account. *See* Exhibit A.

INTERROGATORY NO. 6

Identify the specific "employees, executives, and board members," as well as anyone else, that raised concerns that "AMc's expenses and activities required greater oversight," as alleged in Paragraph 16 of the Complaint, and describe in detail any communications referring to or relating to the "concerns," including when each concern was brought to the attention of the NRA and the circumstances of how it was first brought to the attention of the NRA.

RESPONSE TO INTERROGATORY NO. 6

The NRA incorporates its General Objections. In addition, the NRA objects to this

Interrogatory to the extent that the communications referring to or relating to “concerns” about AMc’s activities and expenses are protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA’s Confidential Information pursuant to AMc’s obligations under the Services Agreement.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory as follows: The NRA continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire pursuant to Rule 4:1(e). The NRA refers AMc to the NRA’s response to Interrogatory No. 4, *supra*, and states that the NRA will produce communications responsive to this Interrogatory, pursuant to Rule 4:8(f).

INTERROGATORY NO. 7

Identify each employee or agent of the Defendants that the NRA believes has “leaked” information about the NRA, and specifically what information was leaked, who that information was leaked to, and when the leak occurred.

RESPONSE TO INTERROGATORY NO. 7

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-

client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

The NRA further objects to this Interrogatory on the basis that the specific identities of the AMc employees or agents who are alleged to have leaked is exclusively available to Defendant AMc. Indeed, Defendant AMc was required to produce to the NRA the information it now purports to seek request. On June 29, 2019, the NRA served its first set of requests for production of documents on AMc. Among the NRA's requests for production to AMc was request number nine, seeking communications between AMc and certain news outlets which have published or are suspected to be in possession of the NRA's confidential information. AMc has neglected to produce the requested documents. AMc asserted objections based on relevance and privilege, and stated that it would produce responsive documents "after a protective order has been issued to protect the confidential and proprietary nature of the documents."

Despite that assertion, AMc has stated that no documents will be forthcoming in response to the NRA's requests for production until the NRA agrees to exclude certain of its counsel from viewing AMc's "highly confidential" documents. AMc has not asserted that the documents requested by the NRA's request for production number nine are highly-

confidential, but it nevertheless represented on August 2, 2019, and again on August 8, 2019, that it does not intend to produce any documents, highly-confidential or otherwise, until the NRA accedes to its demand and signs a so-called “protective order” that is unreasonable and unfairly prejudicial to the NRA’s rights.

Relatedly, the Interrogatory is objectionable because responding to it would require the NRA to speculate as to facts in Defendants’ sole possession. Specifically, AMc’s Interrogatory seeks information held by, and regarding, AMc’s own employees and agents. The NRA declines to speculate as to who among AMc staff and agents possess the knowledge that AMc was required to furnish *to the NRA* more than two weeks ago, and that AMc continues to withhold in defiance of its responsibilities.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory as follows: The NRA states that the following articles are believed to reflect information leaked by, or with the knowledge and consent of, AMc:

HEADLINE	PUBLICATION & DATE
NRA Chief Wayne LaPierre Questioned on Travel Expenses.	The Wall Street Journal, May 2, 2019
Leaked Letters Reveal Details of NRA Chief’s Alleged Spending	The Wall Street Journal, May 11, 2019
“Leaked Documents Reveal ‘Mindboggling’ Spending at the National Rifle Association	Rolling Stone, May 17, 2019
Inside the NRA’s finances: Deepening debt, increased spending on legal fees — and cuts to gun training	The Washington Post, June 14, 2019
NRA Chief Sought Purchase of \$6 Million Mansion in Wake of Parkland Shooting	The Washington Post, August 7, 2019
NRA Chief Sought Help of Group’s Ad Agency in Trying to Buy \$5 Million Mansion	The Wall Street Journal, August 6, 2019

"Leaked Documents: NRA Racked up \$24 Million in Legal Bills"

The Daily Beast, May 12, 2019

The NRA continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire pursuant to Rule 4:1(e).

INTERROGATORY NO. 8

Identify the specific "sources" that "advised" the NRA "that leaks were emanating from AMc," as alleged in Paragraph 23 of the Complaint, and describe in detail the content and circumstances of every communication in which "sources" advised the NRA "that leaks were emanating from AMc."

RESPONSE TO INTERROGATORY NO. 8

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by re-stating that it continues to investigate the subject matter of the litigation, and by referring AMc to the Complaint, which alleges, *inter alia*, that media sources described or

published the NRA's confidential information; the NRA did not furnish that confidential information; and the confidential information related to matters on which AMc had worked, and about which AMc and its agents possessed knowledge.

INTERROGATORY NO. 9

Identify and describe in detail all efforts by the NRA to investigate or determine the source of wrongfully "leaked" or "disseminated" NRA information or records and the results of such investigations.

RESPONSE TO INTERROGATORY NO. 9

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information about the NRA's investigative processes, or results, which are protected from disclosure by the attorney-client privilege, the work product doctrine, or other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by re-stating that it continues to investigate the subject matter of the litigation. The NRA also directs AMc to the NRA's request to AMc, on May 6, 2019, that AMc secure declarations from certain AMc employees who have had access to the NRA's Confidential

Information. The NRA sought declarations from seven AMc executives attesting, under penalty of perjury, that they did not disclose NRA Confidential Information, nor cause NRA Confidential Information to be relayed to certain media outlets, without the NRA's express permission. The executives from whom the NRA sought declarations are Angus McQueen, Bill Powers, Bill Winkler, Tony Makris, Nader Tavangar, Melanie Montgomery and Revan McQueen. On May 7, 2019, AMc's attorneys informed the NRA that it declined to provide the requested declarations.

The NRA learned of another leak of NRA Confidential Information after an investigation by the Washington Post cited a purported analysis of the NRA's financial condition, neither authored nor authorized by the NRA. The document, titled "Analysis of the 2018 NRA Consolidated Financial Statement," included NRA Confidential Information and other (in instances, inaccurate) information. By email dated June 17, 2019, from Andrew Arulanandam of the NRA to Melanie Montgomery of AMc (copying Angus McQueen, Revan McQueen, and AMc attorney David Schertler), the NRA requested that AMc inform it of whether any "Ackerman employee was aware of that document, authorized it being produced, or had any knowledge of it being provided to The Washington Post," and requested that AMc provide declarations that attest to the accuracy of its responses. AMc again declined to cooperate with the NRA's investigation of the source(s) of leaks of NRA Confidential Information.

INTERROGATORY NO. 10

Identify which persons or entities "AMc conspired with [] to disseminate select" NRA records, as alleged in Paragraph 24 of the Complaint, and specifically what information was disseminated, the circumstances of the alleged conspiracy, and the identities of the persons involved.

RESPONSE TO INTERROGATORY NO. 10

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

The NRA further objects to this Interrogatory on the basis that a portion of the information sought is unavailable to the NRA, and is exclusively available to Defendant AMc. Specifically, only AMc is positioned to know the circumstances of its conspiracy to disseminate the letters referenced *supra*. In fact, the NRA has sought to learn the circumstances of the conspiracy to disseminate selective information to NRA stakeholders, in its Request for Production Number 48, served on August 1, 2019, and AMc is actively obstructing the NRA's acquisition of that information. AMc has represented to the NRA that no documents will be forthcoming in response to the NRA's requests for production until the NRA agrees to exclude certain of its counsel from viewing the documents that AMc intends to designate "highly confidential." AMc has not asserted that the documents requested by the NRA's Request for Production No. 48 are highly-confidential, but it nevertheless represented on August 2, 2019, and again on August 8, 2019, that it does not intend to produce *any* documents, highly-confidential or otherwise, until the NRA accedes to AMc's demand by signing a so-called "protective order" that is unreasonable and unfairly prejudicial to the

NRA's case.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by re-stating that it continues to investigate the subject matter of the Complaint and counterclaims. In addition, as previously noted by the NRA, at least three letters were received by NRA executives from AMc executive William ("Bill") Winkler, and the NRA has produced those documents (the "Winkler Letters") *back* to AMc as exhibits to Plaintiff's Second Set of Requests for Production to Defendant, Ackerman, served on August 1, 2019. Accordingly, and pursuant to Rule 4:8(f), the NRA has responded to the sub-part of this Interrogatory requesting the content of information disseminated, with respect to the three letters that the NRA previously identified. With respect to information disseminated to a subset of Board members, as alleged in the Complaint ¶ 24, the NRA responds that former counsel to the NRA Board of Directors, Steven J. Hart, conspired with AMc to distribute the Winkler Letters to Oliver North, Richard Childress, Carolyn Meadows, Charles Cotton, Allan Cors, Jim Porter and Pete Brownell. In addition, the NRA responds by referring AMc to the Complaint, ¶¶ 26 and 37, in which the NRA identifies Oliver North as a co-conspirator with AMc. The Complaint alleges that AMc caused North to telephone an aide of Wayne LaPierre and threaten to relay information that AMc was purportedly prepared to disseminate, including NRA Confidential Information known to the NRA and to AMc.

INTERROGATORY NO. 11

Identify and describe in detail the entire factual bases for your contention that "AMc directly or indirectly disclosed the NRA's confidential information [to the] The New York Times, The Wall Street Journal, The Daily Beast, [and/or] Rolling Stone," as alleged in Paragraph 30 of the Complaint.

RESPONSE TO INTERROGATORY NO. 11

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

Additionally, the NRA objects to this Interrogatory as premature because it seeks the NRA's ultimate position on its contentions, even though discovery is in the earliest stages: AMc has yet to produce a single document to the NRA. The NRA should not be required to answer this Interrogatory until after designated discovery is completed, or a pre-trial conference is held. *See* Rule 4:8(e).

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory as follows: The NRA's confidential information, to which AMc had access, was described by representatives of, or published by, the named media outlets, including, for example, in the articles identified in the NRA's response to Interrogatory Seven, *supra*. The NRA continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire pursuant to Rule 4:1(e).

INTERROGATORY NO. 12

Describe all communications between any employee, representative, agent, or director of the NRA and representatives of any press and/or media organizations with respect to any of the events alleged in the Complaint. Your response should include the date of the communication, the parties to the communication, how it was made, and the content of the communication(s).

RESPONSE TO INTERROGATORY NO. 12

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement, including, in particular, information which AMc - as a representative of the NRA - may have learned from the NRA and communicated with any press and/or media organization. The disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

The NRA further objects to this Interrogatory as overbroad and unduly burdensome due to its unrestricted scope, because it requests the NRA to "[d]escribe" "all communications" between any of Plaintiff's representatives, employees, agents or directors and members of the press, "with respect to the events alleged in the Amended Complaint," absent any limitation calculated to yield evidence probative of any subject of the claims or counterclaims. For example, one event alleged in the Amended Complaint is the NRA's 2019 Annual Meeting, which itself is the subject of thousands of individual communications between the NRA's professional public relations staff

and members of the news media, the description of which would require great time and expense not proportional to the probative value thereof.

The Interrogatory is also overbroad and unduly burdensome on the basis that it seeks description of communications with any “representatives of any press and/or media organizations,” of which there are thousands, on the one hand, and “any employee, representative, agent, or director of the NRA,” of which there are hundreds, on the other. The expense and effort of reviewing the communications of each of the hundreds of employees, representatives, agents or directors of the NRA for communications with any news or media outlet or the representative of such an outlet, is not reasonably proportional to the needs of the case.

Moreover, the Interrogatory is objectionable to the extent it seeks information already in the possession of Defendant AMc, or more readily available to AMc than to the NRA, because AMc was one of the NRA’s agents and its primary public relations advisor and representative during the occurrence of nearly every event detailed in the Amended Complaint. Notably, the NRA requested these communications from AMc in its Request for Production No. 8, served June 29, 2019. AMc has neglected to produce the requested documents. AMc asserted objections based on relevance and privilege, and stated that it would produce responsive documents “after a protective order has been issued to protect the confidential and proprietary nature of the documents.” Despite that assertion, AMc has refused to agree to a reasonable protective order, insisting to the NRA that no documents will be forthcoming in response to the NRA’s requests for production until the NRA agrees to exclude certain of its counsel from viewing AMc’s “highly confidential” documents. AMc has not asserted that the documents requested by the NRA in its Request for Production No. 8 are highly-confidential, but it nevertheless represented on August 2, 2019, and again on August 8, 2019, that it does not intend to produce *any* documents, highly-confidential or otherwise, until the NRA accedes to

its demand and signs a so-called “protective order” that is unreasonable and unfairly prejudicial to the NRA’s rights.

Subject to the foregoing objections and the General Objections, the NRA responds to this Interrogatory by stating that it will produce communications issued after the filing of the Complaint on May 22, 2019, about the subject matter of the Complaint, pursuant to Rule 4:8(f).

INTERROGATORY NO. 13

Identify and describe in detail the factual bases for your contention that AMc caused North to “relay an extortion threat to the NRA on April 24, 2019,” as alleged in Paragraph 48 of the Complaint.

RESPONSE TO INTERROGATORY NO. 13

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA’s Confidential Information pursuant to AMc’s obligations under the Services Agreement.

In addition, the NRA objects to this Interrogatory on the grounds that the information sought is equally – or more readily – available to AMc, because it is in the custody, possession

or control of AMc's employee and agent, Col. Oliver North.

Additionally, the NRA objects to this Interrogatory as premature because it seeks the NRA's ultimate position on its contentions, even though discovery is in the earliest stages: AMc has yet to produce a single document to the NRA. The NRA should not be required to answer this Interrogatory until after designated discovery is completed, or a pre-trial conference is held. *See* Rule 4:8(e).

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by re-stating that it continues to investigate the subject matter of the Complaint and counterclaims, and by reiterating the allegations of the Complaint. On April 24, 2019, Oliver North telephoned an aide of NRA CEO Wayne LaPierre and relayed the contents of a letter that AMc purportedly planned to disseminate. Compl. ¶ 26. North described allegations the letter would contain, including false depictions of NRA finances; sexual harassment accusations; and information about expenses that AMc had charged to the NRA - information which was also utilized in letters issued by AMc executive Bill Winkler around the same time. *Id.* North described that the letter would be "bad" for LaPierre and the NRA. *Id.* On the phone call to LaPierre's aide, North purported to speak for AMc by stating that AMc would refrain from publicizing the aforementioned information if LaPierre agreed to withdraw the NRA's lawsuit against AMc, and take other steps described more fully in the Complaint. *Id.* at ¶ 27.

INTERROGATORY NO. 14

Identify and describe in detail any and all damages the NRA claims it has sustained as a result of AMc's alleged conduct as described in the Complaint, including the estimated monetary value of the alleged damages.

RESPONSE TO INTERROGATORY NO. 14

The NRA incorporates its General Objections. In addition, the NRA also objects to this Interrogatory purporting to seek “detail” regarding “any and all damages the NRA claims it has sustained,” to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA’s Confidential Information pursuant to AMc’s obligations under the Services Agreement.

The NRA further objects to this Interrogatory as premature because (a) the NRA needs to conduct certain discovery in connection with its damages analysis and (b) issues concerning the NRA’s alleged damages will be the subject of expert analysis and testimony, the disclosure of which is not required at this preliminary stage of discovery. This Interrogatory is also premature because it seeks the NRA’s ultimate position on its contentions, even though discovery is in the earliest stages: AMc has yet to produce a single document to the NRA. The NRA should not be required to answer this Interrogatory until after designated discovery is completed, or a pre-trial conference is held. *See* Rule 4:8(e).

Subject to the foregoing objections and the General Objections, the NRA responds to this Interrogatory by referring Defendant AMc to the NRA’s allegations as set forth in its Amended Complaint, on pages 15 through 19. The NRA continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire pursuant to Rule 4:1(e).

INTERROGATORY NO. 15

Describe in detail the findings and conclusions of each examination of AMc's records pursuant to Section VIII since 2014, and specify whether any negative findings and conclusions of such examinations were communicated to AMc.

RESPONSE TO INTERROGATORY NO. 15

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved. Specifically, to the extent this Interrogatory seeks the findings and conclusions of examinations of AMc records conducted in 2018 and 2019, the NRA objects on the basis that the information sought is protected by attorney-client privilege and the work-product doctrine.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

Additionally, the NRA objects to this Interrogatory as premature because it seeks the NRA's ultimate position on its contentions, even though discovery is in the earliest stages: AMc has yet to produce a single document to the NRA in response to the NRA's requests for production of documents, served June 29, and August 1, 2019. The NRA should not be required to answer this Interrogatory until after designated discovery is completed, or a pre-trial conference is held.

See Rule 4:8(e).

The NRA further objects to this Interrogatory as premature because (a) the NRA continues to analyze data it has collected in connection with its reviews of AMc records and (b) issues arising from those reviews are expected to be the subject of expert analysis and testimony, the disclosure of which is not required at this preliminary stage of discovery.

Subject to the foregoing objections and General Objections, the NRA responds that it will produce communications responsive to this Interrogatory, pursuant to Rule 4:8(f). The NRA further responds that it continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire pursuant to Rule 4:1(e).

INTERROGATORY NO. 16

Describe in detail the status of any government investigation of the NRA ongoing during 2019 and specify the actions taken by AMc that may relate to each such investigation.

RESPONSE TO INTERROGATORY NO. 16

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential

Information pursuant to AMc's obligations under the Services Agreement.

The NRA also objects to Interrogatory No.16 as overbroad, irrelevant, harassing, and potentially propounded in bad-faith with the intention of "fishing" for potentially salacious information not probative of any claim or defense at issue in this litigation.

Furthermore, the NRA objects to the Interrogatory to the extent that it seeks information that is more readily available to AMc than it is to the NRA. In particular, the Interrogatory purports to request that the NRA furnish to AMc the facts of AMc's own alleged actions "that may relate to such investigation[s]." On the same basis, the NRA objects to the extent that the Interrogatory purports to require the NRA to collect information that is not in its possession, custody or control, and relatedly, because it calls for improper speculation on the part of the NRA.

INTERROGATORY NO. 17

Identify each NRA employee, director or agent who was receiving compensation or having expenses paid by both the NRA and AMc, specifying the amounts received from the NRA in 2015, 2016, 2017, 2018 and 2019, and the amounts received from AMc in each of those same years.

RESPONSE TO INTERROGATORY NO. 17

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of

Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

In addition, the NRA objects to this Interrogatory because it is over broad to the extent it fails to identify any particular employees, directors, or agents who – AMc appears to suggest – are the recipients of AMc payments, and because it fails to identify which such payments to these non-parties, if any, are relevant to or probative of any of the claims or defenses alleged in this litigation.

Moreover, the NRA objects to this Interrogatory to the extent that the use of the term “agent” renders the Request ambiguous and overbroad. For example, the NRA cannot determine whether any of its contractors hired by the NRA during the previous four years simultaneously performed work for AMc.

Furthermore, the NRA objects to this Interrogatory on the basis that the information purportedly sought is equally – or more readily – available to AMc. To the extent that this Interrogatory seeks to impose a duty on the NRA to conduct some sort of survey of all of its employees, agents and directors who served at or worked with the NRA over the preceding four years to collect the requested information, the NRA further objects on the basis of undue burden and because AMc is presumably already in possession of records identifying AMc's own disbursements to such persons. Indeed, the NRA sought information from AMc regarding AMc payments in its repeated document-examination requests during 2018 and 2019, which AMc rebuffed. The NRA declines to undertake any such information collection effort and declines to speculate as to the contents of the AMc records to which the NRA has been denied access. Accordingly, the NRA declines to answer that portion of the Interrogatory which requires the NRA

to identify each employee, director or agent who was receiving compensation or having expenses paid by AMc, and to identify the amounts such persons received from AMc.

Specifically, with respect to NRA employees, the NRA is in possession of records identifying the compensation or reimbursements paid to the employees *by the NRA*. The NRA is not in possession of records from which it can discern AMc's direct payments, if any, to such employees. With respect to directors and agents, the NRA is likewise aware of payments or reimbursements that it issued to its directors and agents, but similarly is not in possession of records of payments or compensation paid by AMc.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory as follows: The NRA is aware that Tyler Schropp, a former Ackerman employee who began work with the NRA in or about 2010, continued to submit expense reimbursements through Ackerman until 2018. In addition, during his tenure as NRA President, Lt. Col. Oliver North received occasional expense reimbursements from the NRA; the NRA understands that he simultaneously received a salary from Ackerman. The NRA continues to investigate the subject matter of the litigation and will supplement its response with additional responsive information it may acquire pursuant to Rule 4:1(e).

INTERROGATORY NO. 18

Identify and describe in detail any instances since 2014 where the NRA has disputed an AMc invoice and how that dispute was resolved.

RESPONSE TO INTERROGATORY NO. 18

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or

privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

The NRA further objects to this Interrogatory to the extent that the information sought is equally – or more readily – available to AMc as it is to the NRA, and the Interrogatory places an undue burden on the NRA to analyze five years of communication with AMc, to the extent that AMc has the same information available to it in its own records.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory as follows: Between August and October of 2018, the NRA sought information from AMc to, *inter alia*, substantiate certain of the billed items in AMc invoices issued between January 1, 2015 and the present. Communications between AMc and the NRA regarding the NRA's requests for sufficient information to substantiate invoiced amounts ultimately resulted in the NRA's issuance of new invoicing guidelines to AMc on October 4, 2018, with which Ackerman failed to comply. The NRA sought specific backup for AMc invoices dated May 1, June 12, and July 9, 2019, by letters dated June 5, June 25 and July 23, 2019, respectively. On December 21, 2018, the NRA requested information from AMc to substantiate the passthrough expenses invoiced to the NRA for AMc talent and employees engaged in NRA projects. On March 25 and 26, 2019, the NRA specifically requested information from AMc to delineate and substantiate the amounts invoiced to it in connection with the NRA project "American Heroes." Indeed, even after Lt. Col.

North belatedly furnished the NRA with a copy of his Ackerman contract, the NRA's request for basic information about the burdens imposed upon the NRA in connection with the American Heroes project remain unanswered.³

INTERROGATORY NO. 19

Identify and describe in detail any and all actions taken by the NRA Board or any NRA Board committee to authorize any change in, or termination of, the NRA/AMc Services Agreement and/or any decision to authorize litigation against AMc.

RESPONSE TO INTERROGATORY NO. 19

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

The NRA also objects to this Interrogatory to the extent it seeks disclosure of Confidential Information as that term is defined in the Services Agreement; the disclosure of Confidential Information in response to this Request does not, and shall not be deemed to, waive the protections afforded such information pursuant to the Services Agreement. The NRA expects that AMc will maintain the confidentiality of the NRA's Confidential Information pursuant to AMc's obligations under the Services Agreement.

Moreover, the NRA objects to this Interrogatory to the extent it purports to assert that the NRA required a specific and additional approval by its Board of Directors to make business decisions that the NRA was already authorized to make. No particular resolution or

³ See Letter from John Frazer, Gen. Counsel, NRA, to Steve Ryan, counsel to AMc, McDermott Will & Emery (Mar. 26, 2019).

special blessing of the Board of Directors was or is required for the NRA to change or terminate a vendor agreement, or embark on litigation against a vendor that fails to meet its contractual obligations.

Subject to the foregoing objections and General Objections, the NRA responds to this Interrogatory by stating that to date, the Board has not adopted any formal resolution with respect to the NRA/AMc Services Agreement or litigation against AMc.

INTERROGATORY NO. 20

Identify any expert that the NRA expects to testify at trial, the qualifications of the expert, the sum and substance of each opinion that the expert is expected to provide, and the basis for each such opinion.

RESPONSE TO INTERROGATORY NO. 20

The NRA incorporates its General Objections. In addition, the NRA objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable exemption, immunity, or privilege from discovery, none of which are waived, and all of which are reserved.

Moreover, the Interrogatory is premature and the NRA will amend and supplement its response at the appropriate time.

Dated: August 20, 2019

Respectfully submitted,

NATIONAL RIFLE ASSOCIATION
OF AMERICA

By counsel


James W. Hundley (VSB No. 30723)

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*Counsel for the National Rifle Association of
America*

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I caused the foregoing Plaintiffs Responses and Objections to Defendant Ackerman McQueen, Inc.'s First Set of Interrogatories to be served via electronic mail and first-class mail upon:

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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 OF THE CITY OF ALEXANDRIA

**NATIONAL RIFLE ASSOCIATION OF
AMERICA,**

Plaintiff,

v.

ACKERMAN MCQUEEN, INC.

and

MERCURY GROUP, INC.

Defendants.

**Case No. CL19001757
CL19002067**

DECLARATION OF JOSH POWELL

I declare under penalty of perjury that the foregoing responses to the Interrogatories are true and correct to the best of my knowledge and belief.

Date: 8/19/2019

Signed: 

**Josh Powell
Chief of Staff & Senior Strategist
National Rifle Association of America**

EXHIBIT A

Mail

Dan Boren <danboren1@gmail.com>

wd: NRA lawsuit against Ackerman McQueen [CONFIDENTIAL]

Dan Boren <Dan.Boren@chickasaw.net>
To: "danboren1@gmail.com" <danboren1@gmail.com>

Thu, May 30, 2019 at 12:36 PM

Hon. Dan Boren
President
Corporate Development
Chickasaw Nation
Department of Commerce
4001 N. Lincoln Blvd.
Oklahoma City, OK 73105
405-767-8921
Dan.Boren@Chickasaw.net<mailto:Dan.Boren@Chickasaw.net>

Begin forwarded message:

From: Dan Boren <Dan.Boren@chickasaw.net<mailto:Dan.Boren@chickasaw.net>>
Date: April 15, 2019 at 8:35:29 PM CDT
To: BILL LANCE <Bill.Lance@chickasaw.net<mailto:Bill.Lance@chickasaw.net>>
Subject: Fwd: NRA lawsuit against Ackerman McQueen [CONFIDENTIAL]

I reread this again. I bet Ackerman is in trouble on this one. They can't produce the backup to the invoices and were allocating full salary to these employees that may have been working on our accounts

Hon. Dan Boren
President
Corporate Development
Chickasaw Nation
Department of Commerce
4001 N. Lincoln Blvd.
Oklahoma City, OK 73105
405-767-8921
Dan.Boren@Chickasaw.net<mailto:Dan.Boren@Chickasaw.net>

Begin forwarded message:

From: "Frazer, John" <John.Frazer@nrahq.org<mailto:John.Frazer@nrahq.org>>
Date: April 15, 2019 at 10:11:42 AM CDT
To: "Frazer, John" <John.Frazer@nrahq.org<mailto:John.Frazer@nrahq.org>>
Subject: NRA lawsuit against Ackerman McQueen [CONFIDENTIAL]

Dear Board and Executive Council members:

Please see Wayne LaPierre's note below regarding the attached complaint filed this past Friday. Beneath Wayne's note is a Wall Street Journal article that appeared online today.

Sincerely,

John Frazer
Secretary and General Counsel
National Rifle Association of America
11250 Waples Mill Rd.

DB_0216

Fairfax, VA 22030
(703) 267-1254

John.frazer@nrahq.org<mailto:john.frazer@nrahq.org>

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed, and may be privileged. If you have received this e-mail in error, please notify the sender immediately, delete the message from your computer, and do not disseminate, distribute, or copy it.

Dear NRA Board of Directors:

Today, an article in The Wall Street Journal reported on a business dispute between the NRA and one of our vendors, Ackerman McQueen. Ackerman has been a longtime partner and valued advisor to the NRA. And, although we appreciate the many years of successful partnership we have shared with Ackerman, this action was necessary because of a failure to comply with multiple requests for documents and information relating to its work for our Association. We hope to get this matter resolved in the best interest of all parties involved.

As most of you know, the NRA requested that all of our vendors commit to providing detailed reports and records relating to their work for our organization. This is part of the NRA's Compliance Review Process and our determination to adopt best practices in the areas of accounting and governance.

Today's reporting also touched upon other concerns, including efforts undertaken by the Office of the Executive Vice President to protect the NRA's legal, regulatory and reputational interests. As was reported, I have supported the work of the firm Brewer, Attorneys & Counselors, to represent our interests on several related fronts. Centralizing these services allows us to gain strategic advantages, operational efficiencies, recognize cost savings, and improve our advocacy on these many fronts.

I look forward to working closely with all of our vendors – in advertising, marketing, and other areas – to maximize their value to our Association. I also look forward to continuing my work with all of you – our board of directors.

Our goal is to ensure we are doing everything possible to protect our Second Amendment, further the interests of the NRA, drive brand awareness and membership, and operate in full compliance with all applicable regulations. The NRA will also continue our advocacy at every level – and we will not make any apologies for that. Our members and our mission come first - always.

Wayne

<https://www.wsj.com/articles/nra-files-suit-against-ad-agency-in-rift-with-key-partner-11555320601>
NRA Files Suit Against Ad Agency in Rift With Key Partner
Gun-rights group accuses Ackerman McQueen of refusing to comply with requests to justify its billings

By
Mark Maremont

April 15, 2019 5:30 a.m. ET

The National Rifle Association filed a lawsuit accusing its longtime advertising agency Ackerman McQueen Inc. of refusing to comply with demands to justify its billings, an extraordinary public break with the gun-rights group's largest outside partner.

The lawsuit, filed late Friday, comes amid an unusual battle unfolding behind the scenes at the NRA's 76-member board, which some say pits a small group of pro-Ackerman McQueen directors against other board members and an outside NRA attorney.

The dispute in part is about how the NRA, with an annual budget of more than \$300 million, is spending money during a period when its finances have been tight. The NRA ran at a deficit in its two most recently reported years.

Oklahoma City-based Ackerman McQueen has been the NRA's ad agency since the 1980s and has been widely credited with helping to transform the NRA from a grass-roots operation to a powerful national advocacy group. In recent years the ad firm has also produced the organization's NRATV<https://www.nratv.com/?mod=article_inline>, a video outlet that mainly focuses on conservative and pro-gun rights commentary.

NRA filings show it paid Ackerman McQueen \$42.8 million in 2017, the most recent year available, making it by far the group's largest vendor.

The lawsuit is "trivialous, inaccurate and intended to cause harm to the reputation of our company," Ackerman

DB_0217

McQueen said in a statement, "We will defend our position and performance aggressively and look forward to continuing to serve the NRA's membership."

An Ackerman McQueen spokeswoman added that an NRA-hired forensic auditing firm spent three weeks reviewing the firm's records and was "given every single thing they requested."

In the lawsuit, filed in Circuit Court in Alexandria, Va., the NRA said Ackerman McQueen was obliged to provide access to records underlying its bills. But since the middle of 2018, it said the NRA's requests for such documents had been met with partial compliance or "rebuffed or baldly ignored...This situation cannot continue."

The NRA is concerned the ad firm may be overcharging for certain items, the lawsuit said, such as invoicing for the full salaries of Ackerman McQueen employees who were "allocating substantial time to non-NRA clients."

The NRA also alleged it hadn't received complete information about an NRATV contract between Ackerman McQueen and retired Lt. Col. Oliver North, the Iran-Contra figure who became NRA president in May 2018.

Though the NRA president's post is largely ceremonial, the lawsuit said, Mr. North was hired last year by Ackerman McQueen to host a documentary program on NRATV—"Oliver North's American Heroes."

As a nonprofit, the NRA said it must approve and disclose its top officials' pay. The NRA initially agreed to reimburse the ad firm for costs related to Mr. North's TV contract, but when the organization later sought contract details, Ackerman McQueen balked and Mr. North for months wouldn't provide documents without the ad firm's approval, the NRA alleged.

Attempts to reach Mr. North through his assistant and his attorneys were unsuccessful.

"It's stunning that a trusted partner for all these years is just refusing to cooperate," said William A. Brewer III, an outside NRA lawyer. He said Ackerman McQueen is the only vendor resisting the NRA's push for such records.

Some NRA board members have publicly raised questions <https://www.nytimes.com/2019/03/11/us/nra-video-streaming-nratv.html?mod=article_inline> about whether the NRA should cut back spending on Ackerman McQueen's NRATV platform, concerned that much of its content reflects conservative political views not directly related to the group's core Second Amendment message.

The NRA said in the lawsuit it had sought information on how well NRATV was faring, but claimed Ackerman McQueen refused to provide the NRA with certain requested data in writing, such as unique visitors, "that enable the NRA [to] analyze the return on its investment in NRATV."

The Ackerman McQueen spokeswoman said, "The NRA has had consistent access to any document regarding NRATV analytics."

In a Shakespearean twist, the outside NRA lawyer spearheading the lawsuit, Mr. Brewer, is related to Ackerman McQueen's two top officials, who are his brother-in-law and father-in-law.

Ackerman McQueen said it told the NRA three months ago that the family relationship meant that Mr. Brewer had an "irreconcilable conflict of interest" and that he had "demonstrated, in words and deeds, his animus" for the company and those family members.

The pro-Ackerman board faction also is blaming some of the discord on Mr. Brewer, whose firm, Brewer Attorneys & Counselors, started working for the NRA last year and has since become a major NRA vendor, according to people familiar with the matter.

Mr. Brewer's firm is representing the NRA in federal litigation against New York Gov. Andrew Cuomo and other New York state officials. The NRA accuses New York of violating its First Amendment rights <https://www.wsj.com/articles/nra-sues-new-york-after-insurance-crackdown-1526075373?mod=article_inline> by warning financial-services firms regulated by the state to avoid doing business <https://www.wsj.com/articles/new-york-bans-nra-insurance-program-and-fines-broker-1525273379?mod=article_inline&mod=article_inline> with the gun-rights group. The defendants deny the allegations.

The pro-Ackerman McQueen faction, which people said includes Mr. North, has circulated complaints inside the NRA board that Mr. Brewer's firm is charging unusually high fees—about \$1.2 million a month by some internal estimates—and is justifying those in part by exaggerating the risks that New York officials pose to the group, according to the people familiar with the matter.

"I've never seen this much agitation on the board," said Todd Rathner, an NRA board member for 20 years, who said he thinks the dissidents are attacking Mr. Brewer as a way to undermine NRA CEO Wayne LaPierre and "I'm disgusted by it."

Mr. LaPierre backed Mr. Brewer in a statement released through an NRA spokesman, saying: "I am proud of the essential work the Brewer legal team is doing for the NRA." He added that all of the law firm's invoices are closely reviewed by the NRA's legal and finance departments.


Mr. Brewer defended his fees in an interview, saying "we're a premium law firm, we make no bones about that." He also said his firm is doing work for the NRA well beyond the New York litigation. Among its tasks, he said, is helping the NRA respond to numerous congressional demands for records related to its dealings with Russia <https://www.wsj.com/articles/maria-butina-pleads-guilty-to-conspiracy-to-influence-u-s-politics-11544719313?mod=article_inline>.

As for Mr. Brewer's family relationships, his law firm in a statement said that has "no bearing whatsoever on the NRA's litigation strategy," calling that argument a red herring.

Tom King, an NRA board member who heads a New York state gun organization, said he backs Mr. Brewer's legal

effort in New York: "However much money it takes is well spent, because it's for the survival of the NRA." Mr. King, speaking before the lawsuit was filed, said Ackerman McQueen has long been "very important to the NRA" and he expects the subject of the firm's budget to come up at the group's annual meeting later this month. As for the ad firm's NRATV content, Mr. King said, "If you took a poll of most board members, they'll tell you they like NRATV."

2 attachments

 2167_001.pdf
725K

 ATT00001.htm
1K

VIRGINIA:

IN THE CIRCUIT COURT FOR THE
CITY OF ALEXANDRIA

NATIONAL RIFLE ASSOCIATION OF
AMERICA,

Plaintiff,

v.

ACKERMAN MCQUEEN, INC.,

and

MERCURY GROUP, INC.

Defendants.

Civil Case No. 0219001757

FILED
CLERK OF COURTS
CITY OF ALEXANDRIA
304 OR 12 @ 3:00
EDWARD J. JEFFREY, CLERK
BY _____
DEPUTY CLERK

COMPLAINT

COMES NOW the Plaintiff, the National Rifle Association of America (the "NRA"), and files this Complaint against Defendants Ackerman McQueen, Inc. ("Ackerman") and Mercury Group, Inc. ("Mercury" and, collectively with Ackerman, "AMc"), based on personal information as to its own actions and on information and belief as to all other matters, as follows:

PRELIMINARY STATEMENT

The NRA seeks specific performance of an unambiguous books-and-records inspection right contained in a longstanding contract with one of its most important third-party vendors: the advertising agency Ackerman McQueen.

The NRA and Ackerman have collaborated fruitfully for decades. Together, the parties crafted iconic, impactful Second Amendment messaging that featured Charlton Heston ("from my cold, dead hands") and other important constitutional rights advocates. The impasse between them which gives rise to this lawsuit is simple, and baffling: the NRA requested access to material, readily available records that Ackerman and Mercury are contractually obligated to provide. Defendants refused to provide them.

For the better part of a year, the NRA has negotiated with AMc and appeased its demands in an effort to coax compliance with the parties' contract. However, the NRA's patience has run out. Confronting escalating concerns about AMc's activities and accounting practices, the NRA seeks access to basic business records—including *budgets purportedly approved by the NRA*, copies of *material contracts for which the NRA is purportedly liable*, and *readily available performance data*—all to inform the judgment of its fiduciaries. The NRA has an undisputed contractual right to examine these documents. Indeed, its contract with AMc entitles the NRA, upon "reasonable notice," to examine any and all "files, books, and records" of both Ackerman and Mercury which pertain to matters covered by the parties' contract. Since July 2018, the NRA has provided more-than-reasonable notice of its desire to view key items. In some instances, AMc has affected partial compliance with the NRA's requests—in other cases, it has rebuffed or baldly ignored the NRA's letters. This situation cannot continue.

There is no adequate remedy at law which would compensate the NRA for the risks and burdens posed by AMc's concealment of material business records. Fortunately, there is a straightforward remedy at equity: specific performance by Ackerman and Mercury of their obligation to furnish documents. This is the relief the NRA seeks.

PARTIES

1. Plaintiff NRA is a not-for-profit corporation organized under the laws of the State of New York with its principal place of business located in Fairfax, Virginia. The NRA is America's leading provider of gun-safety and marksmanship education for civilians and law enforcement. It is also the foremost defender of the Second Amendment of the United States Constitution. A 501(c)(4) tax-exempt organization, the NRA has over five million members—and its programs reach many millions more.

2. Defendant Ackerman is a nonresident for-profit business corporation organized under the laws of the State of Oklahoma with its principal place of business in Oklahoma City, Oklahoma. Ackerman is an advertising and public relations agency that has counted the NRA among its largest clients for more than thirty years.

3. Defendant Mercury Group, Inc. ("Mercury" and, collectively with Ackerman pursuant to the Services Agreement, "AMc") is a nonresident for-profit business corporation organized under the laws of the State of Oklahoma with its principal place of business in Alexandria, Virginia. Mercury is a wholly owned subsidiary of Ackerman which specializes in public-communications strategy, including on behalf of advocacy groups such as the NRA. At all relevant times, Ackerman has acted on behalf of both itself and Mercury pursuant to the Services Agreement (defined below) between Ackerman and the NRA.

RELEVANT NONPARTIES

4. The NRA Foundation, Inc. (the "NRA Foundation") is a 501(c)(3) tax-exempt organization that raises tax-deductible contributions in support of a wide range of firearm-related public interest activities of the NRA and other organizations that defend and foster the Second

Amendment rights of law-abiding Americans. Over the course of its contractual relationship with the NRA, Ackerman has occasionally performed services for the benefit of the NRA Foundation and issued corresponding invoices to the NRA Foundation. Because of its 501(c)(3) designation, the NRA Foundation is permitted to engage in, and fund, a narrower range of activities and communications than the NRA.

JURISDICTION AND VENUE

5. The Court has jurisdiction over the NRA's claims in this matter as the claims are subject to a court of general jurisdiction.

6. This Court has jurisdiction over Ackerman and Mercury pursuant to Virginia Code § 8.01-328.1 because Ackerman and Mercury have both transacted business in the Commonwealth of Virginia and contracted to supply services in the Commonwealth of Virginia.

7. Venue is proper in this Court pursuant to Virginia Code § 8.01-262 because Mercury's principle place of business is located in Alexandria, there exists a practical nexus to this forum, and/or a part of this cause of action arose in Alexandria.

8. Additionally, jurisdiction and venue are proper in this Court because Ackerman and Mercury have both contractually consented with the NRA to exclusive jurisdiction and venue of courts sitting within Virginia and waived any objection to venue in Alexandria, Virginia regarding the matters presented herein.

FACTUAL BACKGROUND

A. For More Than Thirty Years, the NRA Has Relied on AMc to Provide Public-Affairs Advice and Services Under Carefully Negotiated Contracts.

9. For decades, AMc and the NRA have collaborated closely regarding public affairs and messaging. Over that time, the NRA vested extensive trust and confidence in AMc, relying

upon the agency to perform work including: public relations and strategic marketing; planning and placement of media; management of digital media and websites; and, the operation of NRATV, a digital-media platform managed by AMc but frequently perceived by the public as the "voice" of the NRA.¹

10. Since at least 1999, AMc's work on behalf of the NRA has been governed by successive incarnations of a Services Agreement containing detailed specifications for how various types of work performed by AMc for the NRA should be budgeted and billed. The Services Agreement between the NRA and AMc dated May 1, 1999 (the "Previous Services Agreement") as well as the current, operative Services Agreement dated April 30, 2017 (as amended May 6, 2018, the "Services Agreement") provide that certain categories of services, such as Owned Media and Internet Services, are compensated with an agreed annual fee, while others are required to be invoiced on an *ad hoc* basis based on estimates furnished by AMc and approved by the NRA.

11. Both the Previous Services Agreement and the current Services Agreement have obligated AMc to adjust its pricing based on the "fair market value" or "fair market price" of the services performed. For example, the Previous Services Agreement contained the straightforward assurance by AMc, "we will charge you a fair market price for the work performed." Similarly, the Previous Services Agreement and the current Services Agreement require AMc to provide cost quotations for art concepts, design layouts, and similar items "based on the fair market price of the work as determined by AMc."

12. Anticipating that AMc would, from time to time, incur out-of-pocket expenses in the course of its work, but mindful of the NRA's mandate to steward its funds in the interest of its

¹ See, e.g., Jeremy W. Peters & Katie Benner, *Where The N.R.A. Speaks First and Loudest*, THE NEW YORK TIMES, February 21, 2018, <https://www.nytimes.com/2018/02/21/us/politics/nratv-nra-news-media-operation.html>.

public mission, the parties bargained for an expense-reimbursement protocol whereby travel and related expenses incurred by AMc could be paid by the NRA—but only upon prior written approval from the NRA in accordance with the NRA's expense-reimbursement procedures.

13. The NRA's collaboration with AMc has generated important, iconic Second Amendment advocacy. In recent years, the trust and confidence it placed in AMc led the NRA to invest in an expanding suite of services which were—according to AMc's assurances—fairly priced. For example, the NRA agreed to experiment with an “owned media company,” NRATV, a concept fervently pitched by AMc. By 2017, the NRA's aggregate payments to Ackerman and Mercury totaled nearly \$40 million annually.

14. As the scope of AMc's work for the NRA grew, AMc represented to the NRA that it was required to hire a substantial number of personnel, as well as incur obligations to third-party contractors, for the exclusive purpose of servicing the NRA's account. Accordingly, when the parties renegotiated a new services agreement in 2017, AMc insisted upon—and the NRA agreed to provide—certain financial assurances in the event that the NRA terminated the Services Agreement. Among other things, upon the NRA's termination, the Services Agreement requires that the NRA compensate AMc for outstanding liabilities to both third-party contractors and employees. Specifically, the NRA must: (i) pay AMc the balance of any compensation owed under “non-cancellable contracts entered into between AMc and third parties for the benefit of the NRA” (as defined under the Services Agreement, the “AMc-Third Party NRA Contracts”); and (ii) pay AMc a termination fee to cover severance payments owed to AMc employees who are “dedicat[ed] . . . to provide services [to the NRA]” and need to be laid off if the Services Agreement is terminated (the “NRA-Dedicated Personnel”).

B. The NRA Bargained for Transparent Insight Into AMc's Books and Records.

15. The NRA bargained for transparency into AMc's files, books and records to ensure that the NRA, a not-for-profit, could appropriately monitor the use of its funds. Both the Previous Services Agreement and the current Services Agreement incorporate records-examination clauses that require AMc to open its files for the NRA's inspection upon reasonable notice. The full text of the Records-Examination Clause in the Services Agreement appears below:

VIII. EXAMINATION OF RECORDS
During the term of this Services Agreement, AMc authorizes NRA, upon reasonable notice, to examine AMc and Mercury's files, books and records, with respect to matters covered under this Services Agreement.

16. For years, the NRA conducted annual audits of certain AMc files pursuant to the Records-Examination Clause. Frequently, the audited records consisted of "samples" assembled in advance by AMc. During 2018, the NRA sought to expand its insight into AMc's activities and its spending—including full access to certain categories of records rather than sample subsets gathered by AMc. Surprisingly and unfortunately, that effort ignited the parties' current dispute.

C. In Response to Concerns From NRA Employees and Stakeholders, the NRA Attempts to Exercise Its Contractual Record-Examination Right—But Is Rebuffed.

17. In late 2016, the State of New York amended its Not-for-Profit Corporation Law (the "NPCL") to clarify requirements for director independence and the ratification of related-party contracts, among other items. After updating its internal policies and controls to comply with the New York amendments, the NRA decided to strengthen its procedures for documentation and verification of compliance with vendor contracts. Beginning in August 2018, the NRA sent letters to hundreds of vendors—including AMc—that set forth updated invoice-support

requirements and provided detailed guidance regarding, for example, expense reimbursement procedures.

18. During the course of this process, the NRA developed concerns that AMc's expenses and activities required closer oversight. Specific concerns that the NRA sought to investigate included:

- "Out of pocket" expenses that lacked meaningful documentation of NRA approvals, receipts, or other support, despite the requirements set forth in the Services Agreement;
- Lack of transparency regarding AMc's annual budgets under the Services Agreement, as well as its adherence to those budgets;
- Lack of transparency regarding "fair market value" determinations;
- Concerns that AMc was invoicing the NRA for the entire salaries attributable to NRA-Dedicated Personnel, despite certain NRA-Dedicated Personnel allocating substantial time to non-NRA clients;
- Refusal to provide certain requested data "in writing" (such as unique visitors, viewership numbers, clickthrough rates, or related performance metrics) that enable the NRA analyze the return on its investment in NRATV.²

19. During early- and mid-2018, the NRA sought information from AMc pursuant to the Records-Examination Clause on a common-interest basis to advance the parties' mutual interests in connection with an ongoing lawsuit. However, after the NRA began to request access to records that would shed light on the above topics, AMc's responses became evasive and hostile. In fact, in September 2018, for the first time in the parties' decades-long course of dealing, AMc demanded that its outside counsel supervise any document review conducted under the Records-Examination Clause, then demanded payment of outside counsel's legal fees as a precondition for delivery of video footage for which AMc had already invoiced the NRA. During a telephone call

² In addition, certain NRA stakeholders were also concerned that NRATV's messaging—on topics far afield of the Second Amendment—deviated from the NRA's core mission and values.

on September 19, 2018, after AMc's counsel insisted that the NRA pay AMc's legal fees without any insight into why the fees had been incurred, the NRA's counsel observed that AMc's posture seemed more consistent with an adverse than a common-interest relationship. AMc's counsel replied: "Ackerman views the relationship as adverse."

20. Thereafter, AMc strenuously resisted the NRA's efforts to enforce the Services Agreement, including embarking on a campaign to "kill the messenger" when the NRA sought access to documents or proposed reductions in AMc's budget. At first, AMc scapegoated the NRA's outside counsel. However, over ensuing months, AMc also refused to respond to basic information requests from NRA executives. After the NRA retained a third-party forensic accounting firm to interface with AMc in an effort to appease AMc and gain its compliance in January 2019, AMc indicated it would cooperate. Unfortunately, that pledge of cooperation was short-lived as AMc forbid the accountants from disclosing simple, material information to the NRA—including copies of annual budgets that the NRA allegedly approved. When the NRA's General Counsel sought additional information in follow-up to the forensic audit, AMc ignored his letters.

D. AMc Is Concealing Material Information From the NRA, Including a Large Related-Party Contract.

21. The NRA brings this action not only because AMc has flagrantly disregarded its contractual obligations, but because the NRA has recently grown concerned that the records AMc is withholding include information material to the NRA's not-for-profit governance and its stewardship of its members' donations.

22. Lieutenant Colonel Oliver North (Ret.) ("Col. North") is a veteran of the United States Marine Corps and the Reagan administration, a longstanding advocate for the Second Amendment, and a member of the NRA Board of Directors. During May 2018, the NRA

announced that Col. North was slated to serve as its next President—a largely ceremonial but high-profile position famously occupied by Charlton Heston during the late 1990s. As Col. North prepared to assume the presidency of the NRA, he separately discussed a potential engagement by AMc as the host of an NRATV documentary series. On May 6, 2018, the NRA and AMc amended the Services Agreement to affirm that any contract between AMc and Col. North would be considered an AMc-Third Party NRA Contract, for which outstanding compensation would be owed by the NRA to AMc if the Services Agreement was terminated. Importantly, the amendment treated Col. North as a third-party contractor—but not, necessarily, an employee—of AMc.

23. New York law requires that the NRA Board of Directors, or an authorized committee thereof, review and approve “any transaction, agreement, or any other arrangement in which [a director or officer of the NRA] has a financial interest and in which the [NRA or an affiliate] is a participant.”³ Guidance published by the New York Attorney General notes that a board of directors may define additional restrictions on transactions giving rise to potential conflicts of interest,⁴ and, consistent with best practices, the NRA’s Conflict of Interest Policy requires disclosure of contracts between NRA leadership and vendors, like AMc, that receive funds from the NRA.

24. Aware that Col. North entered into a contract with AMc (the “North Contract”), the NRA diligently sought to comply with its obligations concerning analysis and approval of the North Contract. During September 2018, the Audit Committee of the NRA Board of Directors (the “Audit Committee”) reviewed a purported summary of the material terms of the North

³ See N.Y. N-PCL § 715.

⁴ *Conflicts of Interest Policies Under the Not-for-Profit Corporation Law*, CHARITIES BUREAU, N.Y. STATE OFFICE OF THE ATTORNEY GENERAL (2018), https://www.charitiesnys.com/pdfs/Charities_Conflict_of_Interest.pdf, at 3.

Contract and ratified the relationship pursuant to New York law—subject to carefully drawn provisos designed to avoid any conflicts of interest.

25. At the time it ratified Col. North's continued service as an NRA director and President given his relationship with AMc, the Audit Committee was assured that the NRA's counsel would review the North Contract in full. But thereafter, AMc continued to refuse to provide the North Contract pursuant to the Records-Examination Clause. Meanwhile, Col. North indicated via counsel that he could only disclose a copy of the contract to the NRA subject to AMc's consent. This back-and-forth persisted for nearly six months.

26. Eventually, in February 2019, AMc acceded to a brief, circumscribed, "live" review of the North Contract (but no retention of any copies) by the General Counsel of the NRA. This review raised concerns about whether the previous summary of the North Contract which was provided to the Audit Committee had been complete and accurate. Among other things, the NRA's brief, limited review of the North Contract gave rise to questions regarding: (i) whether Col. North was a third-party contractor of AMc or, conversely, a full-time employee with fiduciary duties to AMc that supersede his duties to the NRA; (ii) whether the previously disclosed costs borne by the NRA in connection with the North Contract were complete and accurate; and (iii) whether the contract imposed obligations on Col. North that prevent him from communicating fully and honestly with other NRA fiduciaries about AMc. Against the backdrop of escalating concerns about AMc's compliance with the Services Agreement and applicable law, the NRA became determined to resolve these issues.

27. By letters dated March 25-26, 2019, the NRA's General Counsel again sought visibility regarding the North Contract and other material business records pursuant to the Services Agreement. Specifically, the NRA requested:

- Information about any additional costs relating to AMc's engagement of Col. North, to the extent that such costs were being "passed through" to the NRA;
- Copies of any additional AMc-Third Party NRA Contracts currently in existence;
- Information about which AMc personnel purportedly constituted "NRA-Dedicated Personnel," such that their salaries or severance were alleged to be reimbursable by the NRA, and business records sufficient to show whether these personnel were in fact dedicated to NRA projects; and
- Copies of the annual budget documents provided to the NRA's forensic accountants.

28. The NRA made clear that it sought the above information "in whatever form [wa]s most convenient" for AMc and hoped to obtain access to ordinary-course business records as contemplated under the Records-Examination Clause. AMc immediately acknowledged receipt of the letters and promised to respond. AMc has not done so. Put simply, the NRA is at the end of its rope.

E. AMc's Disregard of Its Contractual Obligations Will Continue to Damage the NRA.

29. AMc's breach of the Services Agreement has damaged—and threatens to imminently and irreparably harm—the NRA's legitimate operational interests as a not-for-profit organization. By denying the NRA access to basic information regarding the nature of the services being performed, the putative budgets for these services, and the material terms of third-party contracts for which the NRA is purportedly liable, AMc is interfering with the NRA's ability to steward its funds in pursuit of its public mission. Moreover, AMc's baseless refusal to permit a fulsome review of the North Contract threatens to impede the NRA's corporate governance process.

30. If the NRA is denied access to material business records regarding its largest vendor relationship—records which it specifically bargained to access, under the Services Agreement—the NRA's fiduciaries will be forced either to exercise their business judgment based on

incomplete information or defer resolution of pressing matters. There is no adequate remedy at law for the risks that would arise in either scenario. The NRA is America's oldest civil rights organization and an advocate for millions of law-abiding gun owners. Its compliance with not-for-profit law cannot be permitted to be held hostage by a recalcitrant advertising agency.

DEMAND FOR JURY TRIAL

31. Plaintiff hereby demands a trial by jury regarding all issues of fact in this case.

FIRST CAUSE OF ACTION

**BREACH OF CONTRACT AND REQUEST FOR SPECIFIC PERFORMANCE
(Against All Defendants)**

31. Plaintiff incorporates by reference and realleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

32. The Services Agreement is a legally enforceable contract. The Records-Examination Clause is unambiguous.

33. The NRA has performed all of its obligations under the Services Agreement, including its obligation to provide reasonable notice pursuant to the Records-Examination Clause.

34. Ackerman and Mercury have breached the Records-Examination Clause of the Services Agreement. Specifically, Ackerman—acting at all times on behalf of both itself and Mercury, pursuant to the Services Agreement—has repeatedly failed or refused to permit the NRA to examine specified categories of books and records with respect to matters covered under the Services Agreement.

35. There is no adequate remedy at law for AMc's refusal to permit examination of records (whether they reside at Ackerman or Mercury) pursuant to the Services Agreement. The information sought by the NRA pursuant to the Records-Examination Clause resides uniquely

within the possession of Ackerman and/or Mercury, and cannot be acquired by the NRA on the open market for any sum of money.

36. The nature of the obligation imposed by the Records-Examination Clause makes specific performance equitable and practical because the Court need only order AMc to furnish to the NRA: (i) copies of any AMc-Third Party NRA Contracts; and (ii) business records, in whatever form they were generated in the ordinary course of AMc's business, which are sufficient to convey the information sought by the NRA as described in Paragraph 27 hereof.

37. Defendants' breaches of the Services Agreement have damaged—and threaten to imminently, irreparably harm—the NRA's legitimate operational interests as a not-for-profit organization. By denying the NRA access to basic information regarding the nature of the services being performed, the putative budgets for these services, and the material terms of third-party contracts for which the NRA is purportedly liable, Defendants have jeopardized the NRA's ability to steward its funds in pursuit of its public mission. Moreover, AMc's continued and baseless refusal to permit a fulsome review of the North Contract threatens to impede the NRA's corporate governance.

38. By reason of the foregoing, the NRA requests that this Court order specific performance by Defendants of their obligations pursuant to the Records-Examination Clause of the Services Agreement.

REQUEST FOR RELIEF

Wherefore, for all the foregoing reasons, Plaintiff requests relief as follows:

- a. A judgment against each of Ackerman and Mercury for breach of contract;
- b. An award of specific performance to the NRA requiring that:

- a. AMc furnish copies of all AMc-Third Party NRA Contracts to the NRA within three (3) business days of the entry of such order; and
- b. Within ten (10) business days of the entry of such order, AMc furnish to the NRA:
 - i. Copies of annual budgets for the years 2016-2018, which AMc alleges were approved by the NRA and were previously provided to the NRA's forensic accountants;
 - ii. A list of all current NRA-Dedicated Personnel (as defined in the NRA's letter correspondence) and, for each such employee, copies of business records sufficient to show the amount or percentage of the employee's time that was dedicated to NRA projects during the period from January 1, 2018, to present;
 - iii. Copies business of records sufficient to show the extent of any costs invoiced to the NRA or the NRA Foundation, during the period from January 1, 2018, to April 1, 2019, which costs were incurred by reason of:
 - (1) The production of the NRATV documentary series "American Heroes," or
 - (2) Cash or non-cash compensation to Col. North or North-related Staff; or
 - (3) Office space or other perquisites provided to Col. North or North-related Staff; and
 - (4) Whether each item was billed specifically to the NRA, the NRA Foundation, or both entities; and

- c. Such other and further relief to which the NRA may be entitled at law or in equity.

Respectfully submitted,



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