

I became the co-CEO of AMc along with Angus, a position I jointly held with him until his death on July 16, 2019.

3. Since the 1980's, AMc has provided the NRA with various services relating to public relations, crisis management, and strategic marketing. In particular, these services include but are not limited to the following:

- Public relations advice and counsel;
- Crisis management and assisting in crafting messaging related to litigation and regulatory issues, such as the Supreme Court case *District of Columbia v. Heller*, 554 U.S. 570 (2008), and several regulatory issues with the Bureau of Alcohol, Tobacco, Firearms and Explosives and the Department of Justice;
- Ongoing media relations;
- Image building and brand management;
- Media communications and strategy, including where to appear, when to appear, and what to say;
- Crisis communications and strategy, including relating to numerous mass shootings, legislative efforts, and election efforts;
- Specialized public relations writing services and distribution of same as required;
- Research and information retrieval as necessary for NRA issues management at NRA's request and approval;
- Coordination, scheduling and on-site assistance when necessary for NRA officials' speeches and personal appearances;
- Coordination with internal NRA public relations staff in the Executive Office, General Operations and Institute for Legislative Action;
- Development of proactive earned media in national and regional media as it relates to NRA officials' appearances at special events (i.e. National Gun Shows, YHEC, Annual Meetings, etc.);
- Coordination and scheduling appearances for NRA officials and commentators; including on-site assistance (where necessary);
- Development, production, and placement of op-ed pieces for national and regional media coinciding with Special Events and NRA Officials' appearances;

- Advisory and counseling of NRA Officials on strategic issues to provoke public debate and frame NRA's point-of-view for the general public;
- Speechwriting services;
- Management of Talent/Spokespersons for NRATV; and
- Production and staffing for NRATV.

4. The parties' business relationship was governed by evolving iterations of an agreement over the years, the most recent of which was executed on April 30, 2017, and subsequently amended (the "*Services Agreement*").

5. I have known William (Bill) Brewer III ("*Brewer*") since the period before October of 2000. When I was 13 years old, Brewer married my sister, Skye McQueen Brewer.

6. The McQueen family is a small and tight-knit family. Brewer has been involved in—and has been permitted intimate personal knowledge—of our family's affairs, both personal and business, for over two decades.

7. I have personal knowledge that Brewer's relationship with Angus was strained at times and have personally witnessed numerous instances of disrespectful conduct from Brewer toward Angus.

8. I have personal knowledge that Brewer is the owner of a law firm (the Brewer Firm) with offices in Dallas, Texas and New York, New York. AMc has performed marketing services for the Brewer Firm and before that the Bickel & Brewer firm. AMc conducted interviews of many of their attorneys, including Michael Collins, counsel for the NRA in this matter. I know of zero issues with the work we conducted, proof of which was that Brewer hired AMc to brand the new Brewer Firm after Bickel & Brewer ceased to exist. Until as recently as December 2019, AMc maintained the Brewer Firm's website.

9. I am also aware of Brewer voicing frequent professional criticisms about AMc's work with the NRA. I don't believe Brewer to be and certainly have not known him to be a supporter of the Second Amendment. Brewer, on more than one occasion, would pass judgment on the billing structure of AMc, saying the company could "make more money if it billed hourly."

10. I am aware of a rift between Brewer and Tony Makris, the President of the Mercury Group, Inc. Mr. Makris formally resigned Brewer's business because of Brewer's conduct.

11. I am also aware that Brewer has publicly held forth the theory that law firms are better suited than communication firms like AMc to perform public relations services for their clients, a theory he debated with me and Angus on numerous occasions. I am aware that Brewer has a public relations practice within his law firm in apparent accordance with that philosophy, a fact further confirmed by team members of the Brewer Firm that specialize in public relations.

12. The first time I became aware that Brewer had been hired by the NRA was in 2018 when AMc started receiving PR emails from Travis Carter. John Frazer ("*Frazer*") also informed AMc via email that Brewer had been retained to represent the NRA in a lawsuit against the Lockton Affinity Series of Lockton Affinity, LLC ("*Lockton*") related to the NRA's "Carry Guard" initiative and asked AMc to comply with any requests for information related to Carry Guard. Carry Guard was a short-lived program that offered training and insurance for the use of firearms in self-defense. It is my understanding that the insurance portion, which AMc had no part in structuring from a business standpoint, was ultimately found to be illegal in several states. AMc agreed to participate with Brewer's investigation.

13. Angus always directed everyone to comply with all formal directives from the NRA. Among many examples of cooperation and assistance, I am aware that Brewer was allowed

to interview multiple AMc employees. During that interview, it is my understanding that he went into a targeted and unrelated (to Carry Guard) line of questioning about Angus specifically.

14. On June 1, 2018, Angus's lung cancer was discovered during a routine physical.

15. From that point on, as the Carry Guard investigation progressed, Brewer began taking actions and exhibiting behavior that appeared to be unrelated to Carry Guard and increasingly aggressive toward AMc. Wayne LaPierre ("**LaPierre**") informed Angus that Brewer had criticized AMc's speechwriting services with regard to a speech LaPierre directed, as was standard practice, AMc to write for Conservative Political Action Conference earlier that year.

16. I was made aware that LaPierre told Angus and others at AMc on more than one occasion during phone calls and in-person discussion throughout the summer of 2018 that "Brewer was going to keep him out of jail." During conversations between AMc representatives and LaPierre, when AMc expressed concern about Brewer's strange involvement and his increasing antagonism toward AMc, it is my understanding LaPierre stated that he felt like he was "in a box," that Brewer was "crazy," and that LaPierre felt like he was "just a pawn on Brewer's chess board."

17. Brewer's interference with AMc's NRA-related business increased significantly after Angus became ill. On July 2, 2018, Brewer sent an email on behalf of the NRA to AMc's attorney seeking additional documents and claiming that certain documents had been withheld from previous NRA requests for productions.

18. In July 2018, Brewer, on behalf of the NRA, filed an Amended Complaint in the lawsuit against Governor Andrew Cuomo and others in the Northern District of New York: *NRA v. Cuomo, et al.*, Case No: 18-cv-00566, United States District Court for the Northern District of New York. In the Amended Complaint, false statements were made regarding NRATV and its alleged difficulty in securing media liability coverage. In response, AMc's counsel wrote a letter

to Brewer dated August 7, 2018 outlining the specific false statements made in the Amended Complaint and requesting that Brewer and the NRA take the appropriate steps to correct the misstatements.

19. Then, on August 8, 2018, AMc received a letter from NRA Treasurer Woody Phillips (“*Phillips*”) demanding unrestricted access to all of AMc’s books and records—which appeared to be far beyond the scope of the Carry Guard investigation. An AMc representative then contacted Phillips to ask about the letter. During the telephone call, Phillips confirmed that Brewer drafted the letter and that it was put in front of him to execute.

20. Throughout the rest of August 2018, Brewer continued to insist AMc was withholding information and refusing to provide copies of documents, which AMc was not required to do under the Services Agreement with the NRA. His letters and communications to AMc’s attorneys became increasingly inaccurate, adversarial and incorrectly claimed that AMc was actively breaching its obligations under the Services Agreement. Angus and I both found this distressing because we knew that AMc had fully complied with every request in good faith.

21. In September 2018, members of the Brewer Firm conducted an on-site review at AMc of AMc records authorized for NRA personnel pursuant to the Services Agreement, but which was unlike any other review the NRA had ever conducted. The Brewer Firm representatives, led by Susan Dillon, initially refused to identify themselves and refused to answer questions about the purpose of the review. While every prior review involved NRA reports or other financial statements that needed to be reconciled in some way, the Brewer Firm representatives seemed to request volumes of AMc NRA-related material with no stated or identifiable objective. Following the review, it is my understanding that no one from the NRA or the Brewer Firm followed up to identify any additional information that was missing or needed.

At that point, AMc concluded the NRA and the Brewer Firm had gotten whatever information they needed.

22. It is my understanding that LaPierre, who was AMc's only designee at this time pursuant to the Services Agreement, directed AMc executives not to let Brewer have copies of anything because he feared the information would be leaked to hurt him. At this point, upon information and belief, based on our employees' interactions with Josh Powell ("*Powell*") (LaPierre's Chief of Staff), Brewer was working directly for Powell. This seemed to fit the narrative that LaPierre was "in a box." On more than one occasion, Powell told multiple people at AMc that he wished he could take control of the organization. One specific comment Powell made to multiple AMc employees was that he wished he could "put Wayne into a coma." It is my understanding that Brewer and Powell were very close, based in part on Powell talking to AMc representatives about how his relationship with Brewer extended past professional to personal interactions. Powell would often brag to people about his knowledge of the law that Brewer taught him. On one occasion, it is my understanding, that Powell told an AMc executive that Brewer was threatening to "have people at AMc indicted" by the Federal Bureau of Investigation under RICO (Racketeer Influenced and Corrupt Organizations Act.)

23. Furthering Brewer's increased threatening behavior and validating Powell's independent account, shortly after the initial Brewer Firm review, Angus learned from LaPierre that Brewer was threatening to have Angus indicted for unidentified misdeeds associated with AMc's work for the NRA. This deeply upset Angus who had loved and served the NRA for most of his career.

24. Disgusted by Brewer's and Powell's threatening behavior, Angus and I, along with a handful of other AMc executives (three of whom became named parties in the Texas litigation

and one who is in separate litigation with the NRA), met with LaPierre and Craig Spray on October 11, 2018 in Dallas, Texas to discuss Brewer and Powell as well as other matters of business. This meeting was part of a larger conference to discuss whether AMc would continue to provide any services at all for the NRA the following year. We extensively discussed Brewer's connection to the McQueen family, how inappropriate and aggressive Brewer's conduct had become, and that we felt it was inappropriate for him to continue to represent the NRA in any manner related to AMc. We also discussed Powell's threatening behavior toward AMc as well as his alleged sexual harassment of one of our employees.

25. I was prepared to resign the business at that meeting but LaPierre and Craig Spray assured the company that things were changing. LaPierre repeatedly asked us during the meeting to "stick with him." After this meeting, LaPierre promised to me via phone that AMc would not have to deal with Powell, Brewer or his firm anymore, and that any future review of AMc's documents would be conducted by independent parties, not Brewer or his law firm. And in accordance with LaPierre's promise to keep Brewer away from AMc, in November 2018, an independent on site audit of AMc was conducted by NRA counsel Cooper & Kirk without issue.

26. Despite this brief respite from Brewer's harassment, Brewer resurfaced a few weeks later in December 2018. Brewer knew Angus was in the process of undergoing painful radiation and chemotherapy treatment after surgery had been ruled out as an option to treat his cancer. Angus was home for what would likely be—and was in fact—his final Christmas with his family. On December 21, 2018, the Brewer Firm sent another letter requesting more confidential information about AMc's business, such as information about other clients, which is proprietary to AMc and not authorized in the Services Agreement. Prior to this time, the NRA had never requested any information about AMc's other clients, including how AMc negotiated agreements.

27. In January 2019, in a meeting with AMc, LaPierre defended Brewer and told AMc that Brewer would be writing the upcoming Conservative Political Action Conference speech. LaPierre also said that he was sending Brewer to The New York Times to threaten to sue them for a story they were writing about Russia issues, of which AMc had no knowledge and LaPierre told AMc that we “don’t know what we don’t know.”

28. Shortly after that meeting, Danny Hakim of the New York Times started contacting AMc about a story he was writing about AMc’s involvement with NRATV.

29. In February 2019, AMc underwent yet another onsite review at the NRA’s request, which according to the NRA’s representations, would be done by an independent firm unrelated to the Brewer Firm. The review was conducted by a company called Forensic Risk Alliance (“*FRA*”) and lasted on site for a total of nine days. While still unusual, AMc did not withhold or fail to provide any document requested by FRA. As with the two previous reviews, FRA did not follow up or request any additional information post-review. Therefore, AMc assumed the review was complete. We now know that Susan Dillon, the woman who led the first audit for Brewer, had left the Brewer firm some time in 2018 and joined FRA.

30. In early April 2019, Angus communicated to his family that he was gaining strength and was hopeful that his health was improving. On April 12, 2019, Brewer filed his first lawsuit against AMc in Virginia, alleging that AMc had somehow failed to comply with the string of audits it had undergone during the prior six months and that it was actively concealing information from the NRA.

31. During that time, April 2019, Brewer threatened to have me and Angus indicted by the Department of Justice, which was communicated to me through a member of our family.

Brewer was also quoted in numerous media articles attacking AMc for its alleged failure to comply with the NRA's record requests.

32. By early May 2019, Angus was severely ill, starting to cough up blood and show signs that the cancer was progressing. It is my understanding that Brewer was well aware of all of this. In mid-May 2019, Angus was hospitalized.

33. While family was traveling to visit Angus in the hospital, Brewer filed his second lawsuit against AMc in Virginia. This lawsuit not only falsely claimed that AMc had been a part of some plot to extort and overthrow LaPierre, but that it was actively leaking confidential information to the media about the NRA.

34. Throughout the remainder of May, June, and July 2019, Brewer was repeatedly quoted in the media discussing AMc's attempts to "derail" the NRA's investigations and AMc's sponsorship of the "failed coup" attempts along with Oliver North and others.¹

35. On July 11, 2019, as Angus was in hospice care and his family was traveling to see him, he read Brewer's quote in a Bloomberg article, accusing AMc of committing crimes against the NRA.² Distraught from reading the words of his son-in-law libeling him as a criminal, Angus looked at me and told me to protect our family from Brewer who he believed would stop at nothing to attempt to destroy his family. Less than one week later, on July 16, 2019, Angus passed away.

36. Since the date the NRA's first lawsuit was filed against AMc on April 12, 2019, I have personal knowledge that Brewer, using family members as channels, has attempted to communicate with me to influence AMc's litigation positions and strategy. For example, when Brewer knew that AMc was represented by counsel, he tried to direct me to "break privilege" with my own attorneys so he could tell me "how to get out of this." In addition to his threat of

¹ See **Appendix A** attached to AMc's Motion to Disqualify.

² See *id.*

indictment in April 2019, through these channels, I have learned that, despite the fact that Brewer and his PR unit have supposedly been limited to certain information in the Virginia lawsuits against AMc, Brewer is still managing and overseeing “every aspect” of those cases. Based on this knowledge, I have no reason to believe *any* of the highly confidential information AMc has produced in the Virginia lawsuits to the NRA has actually been withheld from Brewer as ordered.

37. Oddly, Brewer has now undertaken the representation of Grant Stinchfield (“*Stinchfield*”)—a former AMc employee and NRATV program host who filed an affidavit on behalf of the NRA. Not only did Stinchfield’s affidavit contain false statements regarding AMc, but it was promptly leaked to the media. AMc responded with a suit against Stinchfield for libel, which is a companion case to this cause of action.³ It is my understanding that Stinchfield agreed to sit down with our attorneys to discuss editing his affidavit for accuracy. He abruptly canceled that meeting and Brewer filed his answer.

38. The Answer that Brewer filed, along with Ian Shaw who is a young man that I remember sharing dinner with our family and surely benefitted from hearing business that was discussed, on behalf of Stinchfield demonstrates Brewer’s animus toward AMc. Either out of ignorance—or because he hopes the court won’t actually research his citations—Brewer cites several articles to support the Stinchfield Answer that are actually favorable to AMc. Brewer blatantly misrepresents the circumstances of some of AMc’s past client relationships, about which he had knowledge as they happened because of his family connection. Further, one of the claims made in the Answer does not apply to AMc at all, which, in my opinion, clearly shows that Brewer was willing to hurt AMc’s business and Angus’s legacy with anything he could invent. This is also evident, in my opinion, by how quickly Brewer filed the amended response that oddly deleted a

³ *Ackerman McQueen, Inc. v. Stinchfield*, N. Dist. Tex, No. 3:19-cv-03016-x (Dec. 12, 2019).

libelous quote, falsely attributed to Angus, included in the first filing. This filing appears to be a manipulation of Stinchfield and it is clear that Brewer simply used it as a way to continue his personal attack on Angus. It is my belief that Brewer is only representing Stinchfield pro bono to seize the opportunity to destroy Angus's honor and legacy as well as his business competitor, AMc, with a twisted revisionist history and the false attribution of quotes to a man who can no longer speak for himself.

39. As the brother-in-law of Brewer, I believe that it is profoundly unfair and highly prejudicial for AMc to have to litigate this matter against Brewer and his firm. His intimate knowledge of our family allows the Brewer Firm to engage in sending messages to me using family members instead of communicating through my attorneys. Brewer had detailed knowledge of Angus's cancer treatment and used that information to time his litigation and media attacks. He denied our family uninterrupted time with our father during his final year of life and damaged some of the last moments between Angus and his family. As the CEO of AMc, who is the party in this litigation and directs litigation strategy, I am often forced to consider the implications of AMc's actions which may impact my sister and her children, whom I care about deeply.

40. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30th day of March, 2020.

A handwritten signature in black ink, appearing to read 'Revan McQueen', written over a horizontal line.

Revan McQueen