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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

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

\*\*\*\*\*

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

\*\*\*\*\*

1  
 2 On the 15th day of March, 2021, at 8:11 a.m.,  
 3 the videotaped oral deposition of the above-named  
 4 witness was taken at the instance of The State of New  
 5 York and Ackerman McQueen, Inc., via Zoom video  
 6 conference, before Michelle L. Munroe, Certified  
 7 Shorthand Reporter in and for the State of Texas, the  
 8 Witness located at the Brewer Law Firm, 1717 Main  
 9 Street, Suite 6000, Dallas, Texas, pursuant to  
 10 Notice, the Thirty-Sixth Emergency Order Regarding  
 11 the COVID-19 State of Disaster, and the agreement  
 12 hereinafter set forth.  
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 14 [Reporter's note: Physically present at the  
 deposition were Mr. Frazer, Mr. Ciciliano and David  
 15 Crenshaw, the videographer. Everyone else attended  
 remotely via Zoom and/or telephone.]  
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1 A. Let me get there. 08:11:58  
 2 MR. CICILIANO (VIA ZOOM): And for 08:12:04  
 3 anyone else on the call, could I ask you that you 08:12:06  
 4 mute your line so that sound interference doesn't 08:12:08  
 5 switch over the camera because we keep losing 08:12:10  
 6 Mr. Sheehan as he's talking. 08:12:13  
 7 A. Yes, that's correct. 08:12:22  
 8 Q. All right. So let's talk first. You are 08:12:25  
 9 presently the general counsel and corporate 08:12:26  
 10 secretary of the National Rifle Association; is that 08:12:29  
 11 correct? 08:12:31  
 12 A. Yes. 08:12:31  
 13 Q. All right. And have you been -- have you 08:12:34  
 14 testified previously as a 30(b)(6) representative of 08:12:37  
 15 the NRA? 08:12:39  
 16 A. I have not. 08:12:41  
 17 Q. Have you participated in a 30(b)(6) 08:12:42  
 18 deposition as counsel or present during such an 08:12:44  
 19 examination? 08:12:48  
 20 A. No, I have not. 08:12:49  
 21 Q. So this will be a new experience, but let 08:12:50  
 22 me just walk through. 08:12:54  
 23 Can you tell me, to prepare for your 08:12:58  
 24 answers to 5, 7, 10, 11, 15 in Exhibit 1, how did 08:13:00  
 25 you prepare? 08:13:04

1 P R O C E E D I N G S  
 2 THE VIDEOGRAPHER (VIA ZOOM): I'm on 08:11:01  
 3 the record. The time is 8:11. 08:11:02  
 4 JOHN FRAZER, 08:11:02  
 5 having been first duly sworn, testified as follows: 08:11:02  
 6 EXAMINATION 08:11:02  
 7 BY MR. SHEEHAN (VIA ZOOM): 08:11:19  
 8 Q. Good morning, Mr. Frazer, my name is James 08:11:19  
 9 Sheehan. I am an Assistant Attorney General in the 08:11:20  
 10 State of New York. 08:11:22  
 11 It is my understanding that you are here 08:11:24  
 12 pursuant to a Rule 30(b)(6) deposition notice and 08:11:26  
 13 that you have agreed to act as a corporate 08:11:29  
 14 representative. 08:11:31  
 15 Is my understanding of those correct? 08:11:31  
 16 A. Yes. 08:11:34  
 17 Q. I would ask you to examine Exhibit 1 and 08:11:36  
 18 tell me which of the questions in Exhibit 1 that you 08:11:40  
 19 are prepared to testify about. 08:11:43  
 20 (Exhibit 1 marked.) 08:11:50  
 21 MR. CICILIANO (VIA ZOOM): Counsel, 08:11:50  
 22 we -- we provided you notice it was 5, 7, 10, 11, and 08:11:50  
 23 15. 08:11:54  
 24 Q. Okay. Is that consistent, Mr. Frazer, 08:11:54  
 25 with your understanding? 08:11:56

1 A. I met with counsel over the weekend. I -- 08:13:05  
 2 and we reviewed various documents that I understand 08:13:10  
 3 have been produced to you. 08:13:14  
 4 Q. And what documents did you review? 08:13:16  
 5 A. I mean, everything that has been produced 08:13:18  
 6 to you. It was quite a few. I can't list them from 08:13:25  
 7 memory. 08:13:29  
 8 Q. Okay. And who -- well, who are the 08:13:31  
 9 counsel who prepared you? 08:13:34  
 10 A. I met with Mr. Ciciliano, Mr. Garman, 08:13:35  
 11 Ms. Rogers, Mr. Brewer, my attorney Fleming. 08:13:41  
 12 Q. And were they all -- was there anybody 08:13:51  
 13 else? 08:13:53  
 14 A. I believe that's it for counsel. 08:13:53  
 15 Q. Were there any humans in the room as well 08:13:58  
 16 that -- to assist in preparation? 08:14:01  
 17 A. Humans in the room. We -- we had a 08:14:04  
 18 couple -- we talked to a couple of NRA employees on 08:14:07  
 19 the phone. 08:14:11  
 20 Q. Okay. Who were they? 08:14:12  
 21 A. We talked to Sonya Rowling, we talked to 08:14:13  
 22 Tyler Schropp, and we talked to Wayne LaPierre. 08:14:16  
 23 Q. Mr. Warren? Did you talk to Mr. Warren? 08:14:25  
 24 A. Not for the 30(b)(6). 08:14:28  
 25 Q. Are those all the people you talked to in 08:14:34

1 preparation for this 30(b)(6)? 08:14:37  
 2 A. I believe so. 08:14:38  
 3 Q. So you have examined Exhibit 1, and that 08:14:48  
 4 is, in fact, an accurate copy of the notice of 08:14:50  
 5 deposition which you used to prepare for this 08:14:53  
 6 deposition; is that correct? 08:14:56  
 7 A. Yes. 08:14:57  
 8 MR. CICILIANO (VIA ZOOM): Counsel, if 08:14:58  
 9 I can interrupt, whoever has the phone number 08:15:00  
 10 (845) 331-0153, can you please mute your phone. 08:15:01  
 11 UNIDENTIFIED SPEAKER (VIA ZOOM): 08:15:08  
 12 Yeah, please tell me how to do that. 08:15:08  
 13 (Off-the-record conversation.) 08:15:25  
 14 MR. CICILIANO (VIA ZOOM): Go ahead, 08:15:35  
 15 Counsel. 08:15:36  
 16 Q. All right. Mr. Frazer, on topic 5 which 08:15:37  
 17 is the identification, investigation, determination, 08:15:40  
 18 calculation, and recovery of amounts due from any 08:15:43  
 19 officer, director, or key person to the NRA in 2019, 08:15:46  
 20 2020, or 2021, including the identity, title, and 08:15:50  
 21 role of each of the persons involved in these 08:15:54  
 22 activities. 08:15:56  
 23 To whom did you obtain -- from whom did 08:15:57  
 24 you obtain information to prepare for topic 5? 08:16:01  
 25 A. That was all with counsel. 08:16:04  
 Page 10

1 Q. So you did not discuss topic 5 with any of 08:16:08  
 2 the -- the humans, the non-lawyers, that is, Sonya 08:16:12  
 3 Rowling or Tyler Schropp or Wayne LaPierre; is that 08:16:17  
 4 correct? 08:16:20  
 5 A. No, we didn't. 08:16:20  
 6 MR. CICILIANO (VIA ZOOM): Hey, 08:16:22  
 7 Counsel, just interpose an objection. You're asking 08:16:25  
 8 what he did to specifically prepare this weekend, not 08:16:28  
 9 basis of his knowledge. Those are two different 08:16:30  
 10 questions. 08:16:32  
 11 MR. SHEEHAN (VIA ZOOM): Fair enough. 08:16:34  
 12 Q. Apart from the -- what you did to prepare 08:16:34  
 13 this weekend, is there -- is there other information 08:16:37  
 14 or knowledge that you have acquired over the course 08:16:42  
 15 of your work as the counsel for -- go back. 08:16:44  
 16 Apart from the preparation this weekend, 08:16:49  
 17 are there other documents or conversations you have 08:16:51  
 18 had to prepare yourself for answering topic 5? 08:16:55  
 19 A. No, I don't think so. 08:17:03  
 20 Q. So let me ask first, I'm going to use the 08:17:05  
 21 acronym -- you know what, let's skip that. 08:17:14  
 22 Did the NRA consider in answering topic 5 08:17:16  
 23 whether to treat William Brewer as the key person 08:17:21  
 24 for the NRA? 08:17:25  
 25 MR. CICILIANO (VIA ZOOM): I'm just 08:17:28  
 Page 11

1 going to object to the extent it calls for work 08:17:29  
 2 product or attorney client privilege. 08:17:30  
 3 Go ahead. 08:17:32  
 4 A. We did not discuss Mr. Brewer as a key 08:17:34  
 5 person of the NRA. 08:17:37  
 6 Q. Did -- in preparing for topic 5, did you 08:17:38  
 7 consider Sarah Rogers as a key person for the NRA? 08:17:42  
 8 A. No. 08:17:46  
 9 Q. All right. Schedule L Part V of the -- of 08:17:50  
 10 the 2019 NRA 990, there are specific dollar amounts 08:17:55  
 11 identified as due from specific employees and also 08:18:04  
 12 more general -- let me go back. 08:18:07  
 13 Schedule L, Part V, how did the NRA 08:18:11  
 14 identify the dollar amounts due from each 08:18:14  
 15 disqualified person? 08:18:17  
 16 A. It was a calculation made by -- made by 08:18:18  
 17 counsel. 08:18:24  
 18 Q. When you say it was a calculation made by 08:18:30  
 19 counsel, what factors did they consider? 08:18:33  
 20 A. They reviewed -- I should say counsel in 08:18:36  
 21 conjunction with -- with forensic accountants in 08:18:40  
 22 certain cases and -- and experts, they considered -- 08:18:43  
 23 I'm sorry, can you repeat the question. 08:18:48  
 24 Q. You said that the calculations were made 08:18:52  
 25 by counsel. 08:18:55  
 Page 12

1 How did they make the calculation? 08:18:55  
 2 A. Well, the calculations -- it was different 08:18:57  
 3 for each individual. And it was -- but it was based 08:18:59  
 4 on examination of relevant documents, discussion 08:19:04  
 5 with individuals involved in some cases, but 08:19:07  
 6 primarily review of documents. 08:19:11  
 7 Q. How does -- how does the NRA know that -- 08:19:13  
 8 you mentioned, by the way, a forensic accountant. 08:19:16  
 9 Who are they? 08:19:19  
 10 A. Different in different cases, but the -- 08:19:19  
 11 the primary one that was used in a -- with respect 08:19:23  
 12 to a couple of these instances was Forensic Risk 08:19:26  
 13 Alliance. 08:19:32  
 14 Q. Any others? Any other forensic 08:19:32  
 15 accountants? 08:19:39  
 16 A. You know, I think with respect to one 08:19:40  
 17 individual, a different -- a different organization 08:19:42  
 18 was used, but I'm sorry, I don't recall the name. 08:19:47  
 19 Q. How do you know, sitting here today 08:19:52  
 20 representing NRA, that the identification was 08:19:54  
 21 accurate and complete of the amounts due from any 08:19:56  
 22 officer, director, or key person? 08:19:59  
 23 A. From -- well, again, it depends on the -- 08:20:02  
 24 depends on the specific people. But in some cases 08:20:05  
 25 we -- in some cases I was able to review some of the 08:20:10  
 Page 13

<p>1 specific -- specific amounts, specific items. I'm 08:20:13                  2 familiar with them from that. And in other cases, 08:20:17                  3 we're relying on the -- on the clear diligence of 08:20:20                  4 NRA counsel and contractors. 08:20:27                  5 Q. Okay. So you representing the NRA today 08:20:28                  6 are telling me, as I understand it, that in 08:20:32                  7 determining the amount -- I'm sorry, identifying the 08:20:35                  8 amount due from each of these disqualified persons, 08:20:38                  9 you're relying upon information obtained from 08:20:43                  10 counsel; is that correct? 08:20:44                  11 MR. CICILIANO (VIA ZOOM): I would 08:20:46                  12 just object to the extent that it misstates testimony 08:20:47                  13 as well as the term "disqualified persons." 08:20:51                  14 Q. You can go ahead and answer. 08:20:53                  15 A. I'm sorry, can you repeat the question? 08:20:56                  16 Q. In -- in identifying amounts due from any 08:20:57                  17 disqualified person, is it NRA's testimony today 08:21:04                  18 that you're relying upon the calculations performed 08:21:07                  19 by counsel? 08:21:10                  20 A. In -- in part, but it -- but it -- we also 08:21:12                  21 did our own analysis in some cases as well. 08:21:15                  22 Q. Okay. When you did your own analysis in 08:21:19                  23 some cases as well, who did that analysis? 08:21:21                  24 A. I participated in that with respect to one 08:21:24                  25 individual, and we also drew on information from our 08:21:28                  Page 14</p>	<p>1 Q. Okay. Slow down. Land? Land? 08:23:08                  2 A. Lan, L-a-n. 08:23:10                  3 Q. Smith? 08:23:13                  4 A. Smith, Sosolik, S-o-s-o-l-i-k. 08:23:14                  5 Q. And whose tax counsel are they? 08:23:20                  6 A. The NRA's. 08:23:23                  7 Q. Does the NRA have other tax counsel? 08:23:24                  8 A. Not currently. 08:23:28                  9 Q. And have they previously had other tax 08:23:31                  10 counsel? 08:23:34                  11 A. Yes. 08:23:35                  12 Q. Who? 08:23:36                  13 MR. CICILIANO (VIA ZOOM): Objection 08:23:38                  14 just as to time and scope of the question. 08:23:40                  15 But to the extent you know, go ahead. 08:23:44                  16 A. In the past, we have used Morgan Lewis; we 08:23:46                  17 have used Pillsbury for certain issues; Steve 08:23:51                  18 Shulman, late -- the late Steve Shulman for a number 08:24:00                  19 of years did some tax work. 08:24:04                  20 Q. All right. Let's go back to Mr. Wayne 08:24:06                  21 LaPierre's amounts due. 08:24:09                  22 Did you consider in calculating amounts 08:24:13                  23 due any communications from the Ackerman McQueen 08:24:16                  24 firm? 08:24:20                  25 And by the way, Mr. Frazer, each time I 08:24:21                  Page 16</p>
<p>1 treasurer's office. 08:21:31                  2 Q. And -- so let's -- let's go back. 08:21:33                  3 You -- you did the calculation with one 08:21:37                  4 individual. Who was that? 08:21:38                  5 A. I worked on some of the items with respect 08:21:40                  6 to -- to Josh Powell. 08:21:44                  7 Q. With respect to the amounts -- 08:21:48                  8 identification of amounts relating to Mr. Wayne 08:21:55                  9 LaPierre, who did that? 08:22:01                  10 A. That was -- that was done by -- at least 08:22:03                  11 by Mr. LaPierre himself and by the -- in conjunction 08:22:09                  12 with tax counsel, his personal attorney, and the 08:22:15                  13 Brewer firm. 08:22:20                  14 Q. Apart from Mr. Wayne LaPierre doing it 08:22:22                  15 himself -- well, let me back up. 08:22:26                  16 With respect to Mr. LaPierre, are you 08:22:31                  17 confident -- you, the NRA, confident today that you 08:22:34                  18 have identified all payments which would be due from 08:22:35                  19 him to the NRA between 2014 and 2019? 08:22:41                  20 A. I believe so. 08:22:48                  21 Q. And you base that, in part, upon the 08:22:51                  22 information you received from tax -- tax counsel? 08:22:55                  23 A. Yes. 08:23:00                  24 Q. Who were the tax counsel? 08:23:01                  25 A. It was the firm of Lan Smith Sosolik. 08:23:04                  Page 15</p>	<p>1 say "you" here, I'm talking about you, the NRA, not 08:24:23                  2 you, the general counsel. 08:24:26                  3 A. Understood. 08:24:28                  4 And I'm sure that communications from 08:24:29                  5 Ackerman about various matters were considered. 08:24:34                  6 Q. So how did -- how did the NRA determine 08:24:37                  7 that there were only \$299,000 due from Wayne 08:24:41                  8 LaPierre to the NRA for the period 2014 to 2019? 08:24:45                  9 MR. CICILIANO (VIA ZOOM): And I'll 08:24:50                  10 just impose an objection to the extent that it relies 08:24:53                  11 on the advice of counsel -- or his advice of counsel, 08:24:54                  12 his communications with counsel as privileged. 08:24:55                  13 But go ahead. 08:24:57                  14 A. Well, on the -- on the 990, you are -- 08:24:59                  15 you're supposed to report excess benefit 08:25:04                  16 transactions that you -- that you know of. And the 08:25:09                  17 ones -- and the ones that we felt reasonably assured 08:25:13                  18 of are -- were involved some of the private travel 08:25:18                  19 that Mr. LaPierre used. 08:25:23                  20 Q. When you say you were sure of, were there 08:25:25                  21 other ones that you were unsure of, other -- other 08:25:27                  22 amounts due that you were unsure of? 08:25:32                  23 A. I think there were -- I think there are 08:25:34                  24 other allegations that at -- that at this time we 08:25:37                  25 don't think necessarily reach the -- the level of an 08:25:41                  Page 17</p>

1 excess -- excess benefit transaction. 08:25:46  
 2 Q. What was -- when you were determining the 08:25:49  
 3 level of an excess benefit transaction, what 08:25:50  
 4 standard or test did you apply? 08:25:53  
 5 MR. CICILIANO (VIA ZOOM): Objection 08:25:57  
 6 to form. Oh, pardon, objection to form. 08:25:57  
 7 A. Well, it would have been the legal 08:26:01  
 8 standard set forth by the IRS. 08:26:02  
 9 Q. All right. That is in the instructions to 08:26:05  
 10 the 990? 08:26:10  
 11 A. Instructions, statutes -- instructions, 08:26:12  
 12 relevant regulations. 08:26:15  
 13 Q. What regulations did you look to? 08:26:16  
 14 A. Yeah -- 08:26:19  
 15 Q. The witness is looking over to someone in 08:26:25  
 16 the corner of the -- outside the camera. 08:26:27  
 17 Who are you looking to? 08:26:29  
 18 MR. CICILIANO (VIA ZOOM): I'm 08:26:30  
 19 actually right here, Counsel. 08:26:31  
 20 THE WITNESS (VIA ZOOM): 08:26:32  
 21 Mr. Ciciliano. 08:26:32  
 22 MR. CICILIANO (VIA ZOOM): And I would 08:26:34  
 23 just object to the extent that it calls for 08:26:35  
 24 attorney-client privilege. 08:26:38  
 25 Go ahead. 08:26:39

Page 18

1 A. And I can't -- I can't personally speak to 08:26:40  
 2 what -- to what tax counsel looked at in that 08:26:44  
 3 review. 08:26:49  
 4 Q. So you relied entirely on tax counsel in 08:26:49  
 5 order to determine whether it met the level to -- to 08:26:52  
 6 be an excess -- I'm sorry -- an excess benefit 08:26:56  
 7 transaction under the internal revenue code? 08:27:03  
 8 MR. CICILIANO (VIA ZOOM): I just 08:27:05  
 9 object to the extent it misstates previous testimony. 08:27:05  
 10 Q. Go ahead. 08:27:09  
 11 A. That's my -- that's my understanding. 08:27:10  
 12 Q. But the -- the level was determined solely 08:27:11  
 13 by what tax counsel told you? 08:27:13  
 14 A. I believe so. 08:27:16  
 15 Q. Okay. And that means there was no 08:27:19  
 16 independent evaluation of these expenditures by the 08:27:22  
 17 NRA apart from what tax counsel told them? 08:27:26  
 18 A. Well, it was in conjunction with tax 08:27:29  
 19 counsel. 08:27:31  
 20 Q. What were the expenditures that you -- 08:27:33  
 21 that the NRA decided met the standard under the -- 08:27:35  
 22 the excess payments to disqualified persons, what 08:27:39  
 23 specific types of expenditures apart from private 08:27:44  
 24 travel? 08:27:47  
 25 A. I believe the -- I think what was reported 08:27:48

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1 on the 990 was all private travel. 08:27:50  
 2 Q. Were there any other expenses for 08:27:53  
 3 Mr. LaPierre which were considered but not placed in 08:27:55  
 4 the category of excessive payments to disqualified 08:27:58  
 5 persons? 08:28:03  
 6 A. I don't believe so based on the -- some of 08:28:03  
 7 the other items that have been alleged by your 08:28:05  
 8 office. 08:28:08  
 9 Q. Okay. What other -- what other items? 08:28:08  
 10 A. Be -- it would include, I think, some of 08:28:11  
 11 the wardrobe expenses and -- and other -- other 08:28:14  
 12 travel or hospitality issues. 08:28:20  
 13 Q. What did you decide with respect to the 08:28:22  
 14 wardrobe expenses in terms of whether it was a 08:28:25  
 15 payment -- excess payment to disqualified person? 08:28:27  
 16 THE WITNESS (VIA ZOOM): Is that 08:28:35  
 17 calling for work product? 08:28:35  
 18 Q. Let me just say, Mr. Frazer, if you're 08:28:37  
 19 asking questions of your counsel, they should be on 08:28:39  
 20 the record, and I can't hear what you just said. 08:28:41  
 21 MR. CICILIANO (VIA ZOOM): He is 08:28:43  
 22 questioning, and I'll represent for the record he 08:28:44  
 23 questioned whether or not it calls for work product. 08:28:46  
 24 And I will object to the extent that 08:28:48  
 25 it does require you to reveal attorney-client 08:28:50

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1 privilege, but I believe the question attempted to 08:28:53  
 2 avoid attorney-client privilege. 08:28:55  
 3 And so, Mr. Sheehan, if you wanted to 08:28:57  
 4 rephrase that so he felt comfortable. That's what he 08:29:00  
 5 was asking about. 08:29:03  
 6 Q. How did the NRA determine that the 08:29:04  
 7 wardrobe expenses, that is, the \$200,000 in suits, 08:29:16  
 8 were not an excess benefit to a disqualified person? 08:29:11  
 9 A. I'm still not -- I'm still not sure I can 08:29:20  
 10 answer that without -- without discussing work 08:29:23  
 11 product. 08:29:25  
 12 Q. But the NRA made a decision, is that -- 08:29:26  
 13 isn't that correct, that the \$200,000 in suits did 08:29:28  
 14 not meet the standard for excess benefit to 08:29:32  
 15 disqualified person? 08:29:35  
 16 A. I think that's -- 08:29:35  
 17 Q. Let me -- let me go -- let me try again. 08:29:38  
 18 Did the NRA determine whether there was 08:29:41  
 19 any amount due back to the NRA for the \$200,000 in 08:29:44  
 20 suits that were paid for for Wayne LaPierre? 08:29:48  
 21 A. Not at this time. 08:29:52  
 22 Q. I'm sorry, not at this time? So you -- 08:29:52  
 23 you may -- 08:29:53  
 24 A. Not at this time. 08:29:53  
 25 Q. So the NRA's made no determination on that 08:29:54

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<p>1 suit issue; is that correct? 08:29:56                  2 A. Again, I'm not sure -- I'm not sure how -- 08:29:59                  3 how I can -- how I can answer this without 08:30:03                  4 addressing work product. 08:30:05                  5 Q. Well, I'm just asking did -- yes or no, 08:30:06                  6 did the NRA determine whether the suits were an 08:30:08                  7 excess benefit to an insider disqualified person? 08:30:13                  8 A. I said -- I said that at this point, we -- 08:30:17                  9 we do not believe that they required reporting as an 08:30:20                  10 excess benefit. 08:30:23                  11 Q. All right. And you base that again solely 08:30:25                  12 upon what? The advice of counsel? 08:30:29                  13 A. On -- 08:30:32                  14 MR. CICILIANO (VIA ZOOM): I would 08:30:34                  15 just -- I would object to the extent that it calls 08:30:35                  16 for attorney-client privilege. 08:30:37                  17 Q. Mr. Frazer, apart from whatever counsel 08:30:40                  18 told you, is there any other basis for the NRA to 08:30:42                  19 conclude that the \$200,000 in suits was not a -- not 08:30:45                  20 due back from Mr. LaPierre to the NRA? 08:30:51                  21 A. Again, I mean -- if I could confer with 08:31:01                  22 Mr. Ciciliano off camera, maybe we could -- maybe I 08:31:07                  23 could answer that better. 08:31:10                  24 MR. CICILIANO (VIA ZOOM): And, 08:31:11                  25 Mr. Sheehan, I would say if I could confer with the 08:31:13                  Page 22</p>	<p>1 the level that he could discuss it. I think he was 08:36:30                  2 being careful, as I appreciate of all witnesses. I 08:36:33                  3 talked to him. I believe he's going to tell you -- 08:36:35                  4 if you ask the question, he's going to tell you 08:36:37                  5 exactly what he told me because I don't believe that 08:36:40                  6 to be confidential or privileged. And at that point, 08:36:42                  7 I think the record will be complete on that. So 08:36:47                  8 hopefully we can move forward with it. It was just a 08:36:49                  9 misunderstanding I believe. 08:36:49                  10 A. And -- and, Mr. Sheehan, I apologize for 08:36:50                  11 the delay and inconvenience. I'm sure you 08:36:52                  12 appreciate this, Counsel, I sometimes have to sort 08:36:55                  13 out my sources of knowledge and -- or in this case, 08:36:59                  14 the NRA's sources of knowledge. 08:37:02                  15 So the answer to the question as to the 08:37:04                  16 consideration of the suits is that the NRA's 08:37:08                  17 judgment was that they were a business -- business 08:37:11                  18 expenditure that was made at the suggestion of 08:37:16                  19 Ackerman McQueen for Mr. LaPierre's appearance in 08:37:19                  20 video production. 08:37:25                  21 Q. And does the -- in the video production, 08:37:26                  22 which video production was that? 08:37:29                  23 A. It was for the Crime Strike program and 08:37:31                  24 some -- some other productions he did -- he did 08:37:37                  25 across the board. 08:37:40                  Page 24</p>
<p>1 witness, I don't I think he misunderstands the extent 08:31:16                  2 to which he can testify to because I think you're 08:31:19                  3 asking a question that's not seeking necessarily 08:31:21                  4 privileged information. 08:31:24                  5 So if we could have a five-minute 08:31:25                  6 break, I'll come back and establish for the record 08:31:26                  7 the privileged nature. 08:31:28                  8 MR. SHEEHAN (VIA ZOOM): Okay. Let's 08:31:29                  9 do that. 08:31:30                  10 So, videographer, if you'd just take 08:31:31                  11 us off the record at this point. 08:31:33                  12 THE VIDEOGRAPHER (VIA ZOOM): Yes. 08:31:34                  13 We're going off the record at 8:31. We're off the 08:31:35                  14 record. 08:31:39                  15 (Recess 8:31 a.m. to 8:36 a.m.) 08:31:39                  16 THE VIDEOGRAPHER (VIA ZOOM): We're 08:35:58                  17 back on the record at 8:36. 08:36:08                  18 MR. SHEEHAN (VIA ZOOM): All right. 08:36:13                  19 Could you -- we -- can you address the discussion we 08:36:13                  20 just had? I don't know how you want to do this, 08:36:16                  21 whether through the witness or through counsel. 08:36:18                  22 MR. CICILIANO (VIA ZOOM): Counsel 08:36:19                  23 make a record of the discussion. The witness had 08:36:20                  24 some concern that generally the NRA made a decision 08:36:23                  25 that was informed by counsel and was concerned just 08:36:28                  Page 23</p>	<p>1 Q. All right. Are you -- did the NRA 08:37:42                  2 consider whether the makeup expenses for Susan 08:37:45                  3 LaPierre were amounts due from Mr. LaPierre? 08:37:49                  4 MR. CICILIANO (VIA ZOOM): I would 08:38:00                  5 just object to the scope. 08:38:01                  6 But go ahead. 08:38:02                  7 A. I don't know -- I don't know -- I don't 08:38:03                  8 know that those were considered specifically. I 08:38:07                  9 don't know if those were considered specifically. 08:38:09                  10 Q. In making the judgment about which of the 08:38:11                  11 travel expenses should -- that Wayne LaPierre or his 08:38:13                  12 relatives incurred should be determined to be 08:38:16                  13 amounts due from Mr. LaPierre, what test or standard 08:38:19                  14 did the NRA apply? 08:38:23                  15 A. The issues that applied were -- were -- 08:38:25                  16 you know, was the destination some type of 08:38:29                  17 NRA-related activity, was it -- and was it otherwise 08:38:34                  18 consistent with travel policies as applied to 08:38:41                  19 Mr. LaPierre as an employee and to his -- and to his 08:38:45                  20 family members who are employees or volunteers. 08:38:48                  21 Q. And what travel policy was reviewed in 08:38:50                  22 order to make that determination with respect to the 08:38:57                  23 flights? 08:38:59                  24 A. Well, you have the -- you have the NRA, a 08:39:00                  25 travel policy which calls for employees to -- to 08:39:04                  Page 25</p>

1 travel by the most economical means available unless 08:39:08  
 2 there's some specific authorization. That's the -- 08:39:13  
 3 that's the primary policy. 08:39:16  
 4 Q. And did the NRA determine that 08:39:18  
 5 Mr. LaPierre had not obtained the necessary 08:39:22  
 6 authorization for those trips? 08:39:24  
 7 A. Well, the issue -- there are a couple of 08:39:25  
 8 issues. One is is that we determined that Mr. -- 08:39:28  
 9 that some of the trips that -- and I think it was 08:39:33  
 10 primarily the trips for family members didn't have 08:39:37  
 11 business purposes. 08:39:41  
 12 Q. So apart from the trips for family 08:39:43  
 13 members, were there any other trips in which 08:39:46  
 14 Mr. LaPierre was flying by -- by charter jet that 08:39:50  
 15 the NRA determined were not appropriate 08:39:55  
 16 expenditures? 08:39:57  
 17 A. I don't know the answer. 08:40:00  
 18 Q. Is there a document that shows the 08:40:03  
 19 evaluation of each of the trips to determine whether 08:40:09  
 20 they should be identified as amounts due from 08:40:13  
 21 Mr. LaPierre? 08:40:17  
 22 MR. CICILIANO (VIA ZOOM): And just 08:40:19  
 23 objection to the extent it calls for work product of 08:40:20  
 24 counsel. 08:40:22  
 25 But go ahead. 08:40:23

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1 A. Subject to that exception, my 08:40:23  
 2 understanding is that a spreadsheet was -- was 08:40:26  
 3 created, you know, listing trips and allowing them 08:40:28  
 4 to be classified or coded. 08:40:32  
 5 Q. And who -- who put together that 08:40:34  
 6 spreadsheet? 08:40:36  
 7 A. I believe that one of the staff of the 08:40:37  
 8 Brewer firm aided in preparing that spreadsheet 08:40:42  
 9 based on documents that had previously been 08:40:47  
 10 collected. 08:40:49  
 11 Q. Did anyone at the NRA make an independent 08:40:50  
 12 determination that the spreadsheet was accurate and 08:40:53  
 13 correct? 08:40:55  
 14 MR. CICILIANO (VIA ZOOM): Objection 08:40:57  
 15 to form. 08:40:57  
 16 Independent from whom? 08:40:59  
 17 Q. Independent from Mr. Brewer -- I'm asking 08:41:00  
 18 you, did the NRA decide based solely on the Brewer 08:41:04  
 19 spreadsheet that these expenditures were improper or 08:41:06  
 20 proper? 08:41:10  
 21 A. Well, I believe the spreadsheet contained 08:41:11  
 22 all of his private travel and -- and was used -- and 08:41:13  
 23 was used to -- to -- as raw material from which 08:41:17  
 24 trips required reimbursement could be selected. 08:41:27  
 25 Q. Could be selected? 08:41:32

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1 A. Could be -- you know, you have to have the 08:41:33  
 2 whole -- you have to have the whole universe of 08:41:37  
 3 travel in order to determine what parts are -- you 08:41:39  
 4 know, fall on one side of the line or the other. 08:41:42  
 5 Q. All right. And so apart from the 08:41:45  
 6 spreadsheet, right, the -- prepared by the -- who 08:41:48  
 7 made the determination within the NRA, right, that 08:41:52  
 8 these -- that the amounts for certain trips should 08:41:54  
 9 be recovered? 08:41:58  
 10 A. I know that there were significant 08:41:59  
 11 discussions between Mr. LaPierre and counsel. 08:42:01  
 12 Q. So Mr. LaPierre made the decision? 08:42:04  
 13 A. I don't know what other -- I don't know 08:42:08  
 14 what other staff were involved, but I know he had -- 08:42:10  
 15 I know he had very active discussions with counsel. 08:42:13  
 16 Q. So let me see if I understand this. 08:42:16  
 17 Mr. LaPierre made the determination about what of 08:42:18  
 18 his expenditures were improper or should be 08:42:21  
 19 recovered by the NRA? 08:42:24  
 20 A. I mean, I know he provided his -- his 08:42:28  
 21 information and recollection as to the business 08:42:31  
 22 purposes of the trip and ended up reimbursing 08:42:33  
 23 300-some thousand dollars. 08:42:39  
 24 Q. So who made the decision that these trips 08:42:40  
 25 were improper at the NRA? 08:42:42

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1 A. Well, at a minimum, Mr. LaPierre. 08:42:45  
 2 Q. Anybody else besides Mr. LaPierre? 08:42:49  
 3 A. You know, I wasn't personally involved in 08:42:52  
 4 those discussions, so I am afraid I couldn't -- 08:42:54  
 5 couldn't tell you anyone else. 08:42:56  
 6 Q. But remember, you're testifying for the 08:42:58  
 7 NRA. 08:43:00  
 8 Is there anybody else at the NRA who 08:43:00  
 9 made -- who participated in making that decision 08:43:02  
 10 that -- whether Mr. LaPierre's expenditures were 08:43:05  
 11 improper? 08:43:08  
 12 A. I understand that -- that qualification, 08:43:08  
 13 but I'm not -- I'm not aware -- I'm not aware of 08:43:11  
 14 anyone else. 08:43:16  
 15 Q. Apart from the trips, there were other 08:43:18  
 16 expenditures which Ackerman McQueen identified in 08:43:21  
 17 2019 that they were passed through the Ackerman 08:43:25  
 18 contract. 08:43:29  
 19 Are you familiar with those? 08:43:30  
 20 MR. CICILIANO (VIA ZOOM): Objection 08:43:34  
 21 just to form, foundation. 08:43:35  
 22 A. I'm familiar with Ackerman's allegations, 08:43:36  
 23 yes. 08:43:39  
 24 Q. What, if any, effort did the NRA make to 08:43:39  
 25 determine whether the expenditures which Ackerman 08:43:41

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1 McQueen identified as pass-through expenditures were 08:43:45  
 2 required to be recovered from Mr. LaPierre? 08:43:50  
 3 MR. CICILIANO (VIA ZOOM): I will just 08:43:53  
 4 object on the grounds that you're referring to 08:43:54  
 5 apparently a document that's not before the witness. 08:43:56  
 6 MR. SHEEHAN (VIA ZOOM): Right. But 08:44:00  
 7 he's -- the witness is the NRA. 08:44:00  
 8 Q. With respect to -- 08:44:02  
 9 MR. CICILIANO (VIA ZOOM): Go ahead. 08:44:04  
 10 Q. Mr. Frazer, with respect to any allegation 08:44:04  
 11 by the Ackerman McQueen firm that Mr. LaPierre had 08:44:07  
 12 incurred expenses which were paid without proper 08:44:16  
 13 documentation by Ackerman McQueen, how did the NRA 08:44:20  
 14 evaluate to determine whether those expenses should 08:44:24  
 15 be recovered from Mr. LaPierre? 08:44:27  
 16 A. I'm sorry, I just don't know. 08:44:32  
 17 MR. THOMPSON (VIA ZOOM): My 08:44:32  
 18 apologies, this is Stephen Thompson. I just received 08:44:35  
 19 a notification that the Zoom is being recorded. 08:44:37  
 20 Was that done by Veritext or is that 08:44:40  
 21 somebody else who started the recording? 08:44:42  
 22 THE VIDEOGRAPHER (VIA ZOOM): This is 08:44:46  
 23 David, the videographer, and I don't know -- I don't 08:44:47  
 24 know how to get into the Internet at this firm I'm 08:44:50  
 25 at, so it's not me. I was trying and going to 08:44:52

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1 attempt to do that. It may be Rebecca. 08:44:54  
 2 VERITEXT CONCIERGE (VIA ZOOM): Yes. 08:45:02  
 3 THE VIDEOGRAPHER (VIA ZOOM): Okay. 08:45:02  
 4 Thank you, Rebecca. I don't -- I don't have access 08:45:03  
 5 to the Internet here, so once I get that -- we don't 08:45:04  
 6 have to do that right now. As long as you're 08:45:06  
 7 recording, we'll do that on a break. I don't want to 08:45:07  
 8 hold up the deposition. 08:45:11  
 9 VERITEXT CONCIERGE (VIA ZOOM): 08:45:11  
 10 Correct, it was myself. Thank you. 08:45:15  
 11 THE VIDEOGRAPHER (VIA ZOOM): Thank 08:45:15  
 12 you, Rebecca. 08:45:16  
 13 Q. So, Mr. Frazer, just to go back, with 08:45:16  
 14 respect to the Ackerman McQueen allegations that 08:45:18  
 15 expenses were passed through the NRA contract and 08:45:22  
 16 paid for Mr. LaPierre without proper documentation, 08:45:28  
 17 it's your testimony today that you don't know how 08:45:32  
 18 the decision was made not to include those in the 08:45:35  
 19 expenses to be reported on Schedule L in 2019, 990? 08:45:38  
 20 MR. CICILIANO (VIA ZOOM): I would 08:45:44  
 21 object to the extent that it requires attorney-client 08:45:45  
 22 privilege communications. 08:45:47  
 23 Go ahead. 08:45:48  
 24 A. And I'm -- I apologize, I'm just -- I'm 08:45:49  
 25 afraid that I just -- I just don't know the answer 08:45:50

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1 to that discussion. 08:45:52  
 2 MR. SHEEHAN (VIA ZOOM): Okay. So, 08:45:55  
 3 Counsel, at this time, the topic 5 required 08:45:56  
 4 identification of amounts due, including 08:45:59  
 5 investigation, determination, calculation, and 08:46:02  
 6 recovery. Your 30(b)(6) witness is unable to testify 08:46:04  
 7 about that issue, so we would ask for a second 08:46:07  
 8 witness who can actually provide information on this 08:46:10  
 9 question. 08:46:12  
 10 MR. CICILIANO (VIA ZOOM): And I -- 08:46:13  
 11 and I would just generally say that the -- the 08:46:13  
 12 category's overbroad as well as vague as to what 08:46:17  
 13 identification, investigation, determination, 08:46:20  
 14 calculation, and recovery of amounts due is, I 08:46:23  
 15 disagree. 08:46:26  
 16 To the extent that you are looking 08:46:28  
 17 for -- hold on. To the extent that you're looking 08:46:29  
 18 for that, I will confer with -- after this and see 08:46:32  
 19 whether or not we can have perhaps Ms. Rowling fill 08:46:35  
 20 in some of those answers to the extent necessary. 08:46:40  
 21 Q. So -- 08:46:40  
 22 A. And if I could also add -- this is Mr. 08:46:44  
 23 Frazer. And thank you for someone -- whoever 08:46:49  
 24 cleared the notification on the screen so I can see 08:46:49  
 25 Mr. Sheehan. 08:46:54

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1 The question also -- because the question 08:46:56  
 2 calls for determination of amounts due, you know, 08:46:58  
 3 we're obviously focused on the amounts that actually 08:47:04  
 4 were recovered or sought to be recovered. 08:47:08  
 5 Q. I don't quite understand that answer, 08:47:09  
 6 Mr. Frazer. I'm not just looking for amounts that 08:47:11  
 7 were recovered. I'm asking you how they identify 08:47:14  
 8 the amounts recovered, including what amounts they 08:47:17  
 9 didn't -- they didn't identify. 08:47:19  
 10 Let me go back. That's not a question. 08:47:22  
 11 The -- the issue from -- that I'm asking 08:47:25  
 12 about is how broad of scope did the NRA undertake to 08:47:29  
 13 determine what should be reported on Schedule L with 08:47:34  
 14 respect to payments due from Mr. LaPierre? 08:47:38  
 15 A. Well, it was -- well, it was broad, but -- 08:47:44  
 16 but, you know, obviously focused on the travel 08:47:48  
 17 expenses very heavily. 08:47:50  
 18 Q. Why did -- okay. So apart from travel 08:47:53  
 19 expenses, what other expenses of Mr. LaPierre did 08:47:56  
 20 the NRA consider in determining what amounts were 08:47:59  
 21 due from him for the period 2014 to 2019? 08:48:02  
 22 A. I believe that everything that was -- that 08:48:05  
 23 has been alleged in your complaint was considered, 08:48:07  
 24 but -- but, I'm sorry, I just don't have information 08:48:10  
 25 on some of the aspects. 08:48:14

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<p>1 Q. And so that includes the Ackerman -- the 08:48:16                  2 Ackerman claim for pass-throughs was considered? 08:48:18                  3 A. I believe it was. 08:48:23                  4 Q. And the expenses for Susan LaPierre for 08:48:25                  5 makeup and other -- other items were considered? 08:48:33                  6 A. I don't know about that one. 08:48:35                  7 Q. And personal expenditures related to his 08:48:37                  8 house were considered? 08:48:40                  9 A. Referring to security expenses, for 08:48:43                  10 example? 08:48:45                  11 Q. Or mosquito control. 08:48:45                  12 A. I -- I couldn't answer that specifically. 08:48:50                  13 Q. And of all the expenses Mr. LaPierre 08:48:54                  14 incurred between 2014 and 2019, the investigation 08:48:58                  15 determined there were no expenses which should be 08:49:03                  16 reported on Schedule L or were due from Mr. LaPierre 08:49:07                  17 to the NRA except for travel expenses; is that 08:49:11                  18 correct? 08:49:13                  19 A. Well, we obviously have a lot of -- a lot 08:49:13                  20 of review still going on as litigation progresses. 08:49:15                  21 But at this -- at this point as of the date of the 08:49:19                  22 990, we believe that the amounts that clearly were 08:49:22                  23 due were some of the travel expenses. 08:49:25                  24 Q. So what -- what are you still 08:49:29                  25 investigating? What is the NRA still investigating 08:49:31</p> <p style="text-align: right;">Page 34</p>	<p>1 privilege. 08:50:32                  2 Go ahead. 08:50:32                  3 A. You know, a lot of these are -- are issues 08:50:33                  4 that I'm -- that are being reviewed by -- by counsel 08:50:43                  5 and that I have not analyzed. 08:50:47                  6 Q. So the NRA has no idea what has been done 08:50:52                  7 since November 15, 2020, with respect to 08:50:55                  8 identifying, investigating, or determining amounts 08:50:58                  9 due from Mr. LaPierre? 08:51:01                  10 MR. CICILIANO (VIA ZOOM): Objection 08:51:05                  11 to the extent it calls for attorney-client privilege. 08:51:06                  12 Go ahead. 08:51:08                  13 Q. Mr. Frazer? 08:51:13                  14 A. Yeah, I -- I understand. 08:51:14                  15 The -- the -- I'm sorry, I just don't have 08:51:20                  16 an answer. 08:51:28                  17 Q. Okay. 08:51:28                  18 MR. SHEEHAN (VIA ZOOM): Same -- same 08:51:29                  19 issue, Counsel, that we asked this witness to testify 08:51:29                  20 about these issues and he's not prepared to answer 08:51:32                  21 them. 08:51:35                  22 Q. Does the NRA believe, apart from 08:51:37                  23 Mr. LaPierre, that it has all the information 08:51:40                  24 necessary to determine whether it made excess 08:51:44                  25 payments to disqualified persons for 2014 and 2019? 08:51:46</p> <p style="text-align: right;">Page 36</p>
<p>1 to determine what amounts are due? 08:49:33                  2 MR. CICILIANO (VIA ZOOM): I would 08:49:36                  3 just object to the extent it calls for 08:49:37                  4 attorney-client privilege. Also, it seeks collateral 08:49:40                  5 questions about what's being sought from Ackerman 08:49:43                  6 McQueen, and that's separate litigation. 08:49:43                  7 Go ahead. 08:49:46                  8 A. And I believe that everything that's at 08:49:46                  9 issue in either your office's litigation or the -- 08:49:48                  10 or the Ackerman litigation or other litigation is -- 08:49:51                  11 is under consideration. 08:49:56                  12 Q. So when you say it's under consideration, 08:49:57                  13 what is the NRA doing to determine whether those 08:49:59                  14 expenses were proper? 08:50:01                  15 A. Well, the question in -- with any expense 08:50:04                  16 by any employee or individual would be whether it 08:50:06                  17 served a legitimate NRA purpose. 08:50:09                  18 Q. Right. 08:50:12                  19 So in -- you filed -- "you" meaning the 08:50:13                  20 NRA filed its 990 on November 15, 2020. It's now 08:50:16                  21 March 15, 2021. 08:50:22                  22 What progress have you made to identify 08:50:23                  23 amounts due from Mr. LaPierre since then? 08:50:25                  24 MR. CICILIANO (VIA ZOOM): And just 08:50:29                  25 objection to the extent it calls for attorney-client 08:50:29</p> <p style="text-align: right;">Page 35</p>	<p>1 A. 2014 to 2019? 08:51:51                  2 Q. Correct. 08:51:53                  3 A. Based on the -- based on the information 08:51:53                  4 that we have, we believe that the -- that the claims 08:51:55                  5 with respect to other individuals were complete. 08:51:59                  6 Q. So everybody except LaPierre? 08:52:03                  7 A. Well, except for LaPierre and a couple of 08:52:08                  8 matters that we noted as being under -- under 08:52:11                  9 continuing review and that we are -- and that we 08:52:14                  10 weren't able to estimate amounts for it at the time 08:52:21                  11 of filing. 08:52:23                  12 Q. Okay. So under continuing review on 08:52:23                  13 Schedule L -- what does "continuing review" mean? 08:52:27                  14 Does that mean that the NRA is looking 08:52:31                  15 into these issues? 08:52:32                  16 A. That's correct. 08:52:33                  17 Q. I'm going come back to that, but let's -- 08:52:35                  18 has the NRA investigated any -- I'm sorry, 08:52:38                  19 undertaken any identification, investigation, 08:52:41                  20 determination, calculation with respect to payments 08:52:44                  21 or reimbursements to Mr. LaPierre in 2020? 08:52:46                  22 A. In 2020? 08:52:49                  23 Q. Correct. For -- for 2020 expenditures. 08:52:51                  24 A. 2020 expenditures. I'm not -- I'm not 08:52:55                  25 aware of any, but, of course, Mr. LaPierre's travel 08:52:58</p> <p style="text-align: right;">Page 37</p>

1 has been severely constrained just like everyone 08:53:01  
 2 else's. 08:53:05  
 3 Q. Okay. So my question is: Have you 08:53:05  
 4 undertaken any investigation with respect to his 08:53:07  
 5 2020 expenses to determine whether they are 08:53:10  
 6 reportable on Schedule L as excess benefit 08:53:15  
 7 transactions? 08:53:21  
 8 A. Well, we haven't begun work on the -- on 08:53:22  
 9 the 2020 Schedule L yet. 08:53:24  
 10 Q. So is it correct the NRA has done nothing 08:53:28  
 11 to determine whether there are excess benefit 08:53:32  
 12 transactions of Mr. LaPierre during 2020? 08:53:37  
 13 A. Mr. LaPierre's expenses for 2020, to the 08:53:40  
 14 extent that there have been some, will be submitted 08:53:43  
 15 and reviewed in the ordinary course of business. 08:53:47  
 16 Obviously if anything seemed irregular, that would 08:53:50  
 17 be a subject of investigation. 08:53:53  
 18 Q. Did any of them seem irregular in 2020? 08:53:54  
 19 A. Not to -- not to my knowledge. 08:53:58  
 20 Q. Your knowledge meaning the NRA's 08:54:00  
 21 knowledge? 08:54:02  
 22 A. Right. 08:54:02  
 23 Q. How about 2021, any -- any excess benefit 08:54:04  
 24 transactions that were investigated or identified 08:54:09  
 25 for 2021? 08:54:12

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1 A. Well, you're -- you're referring to items 08:54:13  
 2 that would be reported on a tax -- on a tax return 08:54:19  
 3 that won't be due for a year and a half. But -- 08:54:20  
 4 but, again not to our knowledge. 08:54:23  
 5 Q. Mr. -- the Schedule L recites that 08:54:26  
 6 Mr. LaPierre paid back money with respect to the 08:54:32  
 7 amounts that he -- that he had identified. 08:54:36  
 8 Schedule L recites that Mr. LaPierre paid 08:54:40  
 9 back approximately \$299,000 to the NRA. The exact 08:54:43  
 10 number is \$299,778.78. 08:54:50  
 11 How did he pay it back? 08:54:56  
 12 A. He wrote a check. 08:54:58  
 13 Q. When was that? 08:55:01  
 14 A. It was in November. 08:55:03  
 15 Q. Of 2020? 08:55:05  
 16 A. Of 2020. 08:55:07  
 17 Q. When did the NRA identify the overpayments 08:55:10  
 18 by -- to Mr. LaPierre? 08:55:12  
 19 A. It was -- it was through the time frame 08:55:13  
 20 that the 990 was being prepared in the -- in the 08:55:18  
 21 fall. 08:55:23  
 22 Q. So prior to the fall of 2020, the NRA had 08:55:23  
 23 no idea that Mr. LaPierre owed money to the NRA? 08:55:26  
 24 MR. CICILIANO (VIA ZOOM): Objection 08:55:35  
 25 to scope. 08:55:36

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1 A. You know, it was an -- it was an ongoing 08:55:41  
 2 analysis. The analysis was concluded around the 08:55:43  
 3 time of the 990 filing, and Mr. LaPierre wrote a 08:55:46  
 4 check. The amount was actually for more than -- 08:55:49  
 5 than what you're -- what you're citing. 08:55:52  
 6 Q. How much was it for? 08:55:54  
 7 A. It was over 300,000. I'm not sure if -- 08:55:56  
 8 I'm not sure if the figure on the 990 included 08:56:00  
 9 interest. 08:56:03  
 10 Q. How about the excise tax? Did -- who paid 08:56:03  
 11 the excise tax on those amounts of 74,944? 08:56:10  
 12 A. I -- you know, I'm not a hundred percent 08:56:14  
 13 sure. 08:56:30  
 14 MR. SHEEHAN (VIA ZOOM): Okay. Again, 08:56:31  
 15 Counsel, that -- 08:56:32  
 16 Q. Did the NRA require Mr. LaPierre to pay 08:56:34  
 17 the excise tax? 08:56:39  
 18 A. I'm not sure. 08:56:41  
 19 Q. Do you know whether Mr. LaPierre did pay 08:56:45  
 20 the excise tax? 08:56:47  
 21 A. I know -- I know he filed a Form 4720 as 08:56:49  
 22 the NRA did. 08:56:53  
 23 Q. Did he pay the tax? 08:56:54  
 24 A. I would assume so if it was due with the 08:56:55  
 25 form, but I -- but I don't have personal knowledge. 08:57:02

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1 Q. Again, NRA has no knowledge of whether 08:57:04  
 2 Mr. LaPierre paid the excise tax. 08:57:07  
 3 A. Understand. 08:57:07  
 4 Q. I'm sorry to keep doing this to you, but 08:57:09  
 5 that's -- it's hard to separate yourself from the 08:57:10  
 6 NRA -- 08:57:13  
 7 A. I -- I am aware. 08:57:13  
 8 Q. Okay. So to the best of your knowledge, 08:57:14  
 9 the NRA -- the NRA has no idea whether Mr. LaPierre 08:57:18  
 10 paid the excise tax due from him personally or not? 08:57:20  
 11 A. I'm sure that the NRA knows; however, I'm 08:57:24  
 12 sorry, I don't. 08:57:28  
 13 Q. Did the NRA pay the tax for Mr. LaPierre? 08:57:30  
 14 A. I don't believe so. 08:57:34  
 15 Q. Did the NRA ask Mr. LaPierre to pay any 08:57:37  
 16 other amounts due with respect to these -- the 08:57:39  
 17 amounts identified on Schedule L; that is, penalties 08:57:44  
 18 relating to the incorrect W-2s or penalties relating 08:57:48  
 19 to incorrect 941s? 08:57:53  
 20 MR. CICILIANO (VIA ZOOM): Objection; 08:57:55  
 21 assumes facts. 08:57:57  
 22 Go ahead. 08:57:57  
 23 A. I'm not -- I'm not aware of any such 08:57:58  
 24 demands. 08:58:01  
 25 Q. Did Mr. LaPierre, in connection with 08:58:01

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1 these -- these excess benefit transactions, submit 08:58:06  
 2 anything in writing to the NRA under oath asserting 08:58:13  
 3 the -- that it was owed the money it was due? 08:58:15  
 4 A. I don't believe so. 08:58:21  
 5 Q. So it was entirely verbal? 08:58:23  
 6 A. Huh? 08:58:23  
 7 Q. Let me go back. 08:58:26  
 8 How did Mr. LaPierre find out -- who 08:58:27  
 9 demanded the repayment to the NRA of the excess 08:58:31  
 10 benefit transaction amounts due? 08:58:37  
 11 MR. CICILIANO (VIA ZOOM): Objection; 08:58:40  
 12 form. 08:58:42  
 13 Go ahead. 08:58:43  
 14 A. I believe that the calculation was 08:58:44  
 15 provided by outside counsel and, you know, at which 08:58:46  
 16 point he delivered his check. 08:58:52  
 17 Q. Did the NRA cash the check? 08:58:53  
 18 A. I assume so. 08:58:56  
 19 Q. You don't know whether they cashed the 08:58:58  
 20 check? 08:59:00  
 21 A. It was delivered -- it was delivered to 08:59:00  
 22 the treasurer, so presumably it was cashed. 08:59:02  
 23 Q. Has the NRA received any other checks in 08:59:05  
 24 connection with excess benefit transactions reported 08:59:11  
 25 on the 2019, 990? 08:59:14  
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1 A. With respect to excess benefit 08:59:16  
 2 transactions on a -- well -- well, prior to the 08:59:18  
 3 filing of the 2019, 990, Joshua Powell sent a check 08:59:23  
 4 to the NRA in a -- in a purported attempt to repay 08:59:28  
 5 some funds that had been demanded. But at that 08:59:37  
 6 time, it wasn't in connection with an excess benefit 08:59:38  
 7 transaction. It was transactions that we later did 08:59:41  
 8 report as excess benefit transactions. 08:59:45  
 9 Q. With respect to the -- all the other 08:59:47  
 10 people besides Mr. LaPierre, has the NRA undertaken 08:59:54  
 11 any identification, investigation, determination, 08:59:58  
 12 calculation, and recovery of amounts due for 2020 or 09:00:01  
 13 2021? 09:00:03  
 14 A. For 2020 or twenty -- 09:00:05  
 15 Q. Correct. 09:00:08  
 16 A. We're not aware of any amounts due for 09:00:09  
 17 2020 or 2021. 09:00:11  
 18 Q. Apart from putting together the 990 tax 09:00:14  
 19 return, are there any ongoing reviews undertake -- 09:00:16  
 20 skip that question. 09:00:21  
 21 With respect to the -- I believe you said 09:00:22  
 22 investigation was ongoing in the fall of -- let me 09:00:40  
 23 go back. 09:00:43  
 24 In the complaint which was filed by the 09:00:44  
 25 Attorney General's office in August of 2020, there 09:00:47  
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1 were certain expenditures identified as improper 09:00:50  
 2 payments to Mr. LaPierre and other officers. 09:00:53  
 3 What, if anything, has the NRA done 09:00:57  
 4 with -- in preparing its 990 to determine whether 09:01:02  
 5 those claims are correct? 09:01:05  
 6 MR. CICILIANO (VIA ZOOM): I would 09:01:08  
 7 just first assert an objection to the extent that it 09:01:09  
 8 seeks discovery in a collateral matter and that it 09:01:11  
 9 calls for attorney-client privilege. 09:01:16  
 10 But go ahead. 09:01:16  
 11 A. Well, we were -- at one time or another 09:01:18  
 12 and on an ongoing basis, the NRA has reviewed and 09:01:21  
 13 continues to review everything that's in the 09:01:25  
 14 complaint. 09:01:26  
 15 Q. Apart from what is in the IRS 990 -- 09:01:31  
 16 let's -- let's take a look at some of the other 09:01:40  
 17 people involved. 09:01:42  
 18 Mr. Phillips and other officers of the NRA 09:01:43  
 19 at various points had access to American Express 09:01:48  
 20 credit cards, correct? 09:01:51  
 21 A. Yes. 09:01:52  
 22 Q. And the expenditures on those American 09:01:55  
 23 Express credit cards, not the ones for Ackerman but 09:01:58  
 24 the ones for the NRA were -- the bills were sent to 09:02:00  
 25 the treasurer's office; is that correct? 09:02:04  
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1 A. Yes. 09:02:05  
 2 Q. Can you tell me what, if any, 09:02:05  
 3 investigation -- identification, investigation, 09:02:08  
 4 calculation, and recovery of amounts due were done 09:02:13  
 5 on those American Express credit cards which were 09:02:16  
 6 the -- in the name of the NRA to determine whether 09:02:20  
 7 they were amounts due from the individuals who had 09:02:24  
 8 the cards? 09:02:27  
 9 A. Yes. There was certain -- there was an 09:02:29  
 10 investigation undertaken with respect to 09:02:35  
 11 Mr. Powell's American Express charges through the 09:02:39  
 12 course of his entire tenure with the NRA, and that 09:02:43  
 13 resulted in the demand for repayment that we 09:02:46  
 14 mentioned, which he attempted to -- to repay. 09:02:49  
 15 Although, I should -- I didn't -- I didn't 09:02:53  
 16 get to mention in my previous answer that the NRA 09:02:57  
 17 has rejected Mr. Powell's payment as insufficient. 09:03:01  
 18 Q. Anybody else -- any other American Express 09:03:06  
 19 card which was in the name of the NRA or -- name of 09:03:09  
 20 the NRA -- rephrase that. 09:03:13  
 21 With respect to the Express -- American 09:03:16  
 22 Express cards which are NRA cards overseen by the 09:03:18  
 23 treasurer's office, apart from Mr. Powell were there 09:03:21  
 24 any other recoveries -- were there any other 09:03:23  
 25 identification, investigation, calculation, or 09:03:27  
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<p>1 recovery of amounts due from other holders or users 09:03:29                  2 of the American Express card? 09:03:33                  3 A. Yes. 09:03:35                  4 Q. What other recoveries were there? 09:03:37                  5 A. There were -- there was a sum recovered 09:03:40                  6 from a Ms. Hallow, Millie Hallow, for American 09:03:43                  7 Express charges that included primarily a lot of 09:03:48                  8 travel and entertainment-related expenses that we 09:03:54                  9 felt were not tied to a business purpose. 09:03:59                  10 Q. And who did the identification and 09:04:01                  11 calculation of the amounts due from Ms. Hallow? 09:04:06                  12 A. Outside counsel. 09:04:10                  13 Q. And did the NRA determine with outside 09:04:12                  14 counsel -- 09:04:16                  15 A. In -- in -- 09:04:16                  16 Q. I'm sorry, go ahead. 09:04:16                  17 A. In -- in conjunction with our treasurer's 09:04:18                  18 office. 09:04:22                  19 Q. Okay. So was there -- was there a human 09:04:22                  20 who did it? Who was the human who did the 09:04:26                  21 conjunction? 09:04:29                  22 MR. CICILIANO (VIA ZOOM): With the 09:04:32                  23 treasurer's office? 09:04:33                  24 MR. SHEEHAN (VIA ZOOM): Correct. 09:04:34                  25 A. Yeah, I'm not sure -- I'm not sure what 09:04:35                  Page 46</p>	<p>1 with interest. 09:05:52                  2 Q. So did the NRA not know for 8 years that 09:05:52                  3 Ms. Hallow had been putting personal charges on the 09:05:55                  4 American Express card? 09:05:59                  5 MR. CICILIANO (VIA ZOOM): Objection; 09:06:04                  6 misstates testimony. 09:06:05                  7 Q. You can go ahead and answer. Mr. Frazer. 09:06:08                  8 A. Well, right, because -- right. My 09:06:10                  9 understanding is that the wedding-related expenses 09:06:13                  10 were not on the American Express card, so it was a 09:06:16                  11 separate -- it was a little bit of a separate -- 09:06:18                  12 separate bucket but it was repaid all in the same 09:06:20                  13 transaction. 09:06:22                  14 Q. How -- how were the wedding expenses paid 09:06:23                  15 for by the NRA? 09:06:26                  16 A. Through a -- through a vendor invoice. 09:06:29                  17 Q. To what vendor? 09:06:33                  18 A. I believe it was Paul Erickson. 09:06:35                  19 Q. All right. And -- and who authorized the 09:06:39                  20 payment of that invoice? 09:06:41                  21 A. There -- there may have been some on the 09:06:43                  22 American Express. I'm sorry, I just don't remember. 09:06:45                  23 Q. And who authorized the payment of that 09:06:50                  24 invoice to Paul Erickson? 09:06:53                  25 A. You know, we have that, but sitting here, 09:06:58                  Page 48</p>
<p>1 individual worked with counsel on that. 09:04:37                  2 Q. Was there a written demand made upon 09:04:40                  3 Ms. Hallow to repay the amounts due? 09:04:43                  4 A. I'm afraid I don't know. 09:04:45                  5 Q. Did Ms. Hallow dispute the amounts due? 09:04:49                  6 A. Not to my knowledge. 09:04:52                  7 Q. How did Ms. Hallow pay back the money due? 09:04:54                  8 A. I believe it was a check, but I don't know 09:05:01                  9 for certain. 09:05:04                  10 Q. When did Ms. Hallow pay back the money 09:05:07                  11 due? 09:05:10                  12 A. I believe sometime in the fall. 09:05:10                  13 Q. Of what year? 09:05:18                  14 A. 2020. 09:05:20                  15 Q. When were the expenditures made for the 09:05:22                  16 wedding? 09:05:24                  17 A. Well, those were not -- those were not 09:05:28                  18 American Express charges, I don't think, but that 09:05:31                  19 would have been 2012. 09:05:35                  20 Q. That she paid back the wedding expenses? 09:05:37                  21 A. No, I'm sorry. My understanding is the 09:05:41                  22 wedding -- the wedding occurred in 2012. 09:05:43                  23 Q. When did she pay back the wedding 09:05:45                  24 expenses? 09:05:48                  25 A. As part of the other reimbursement in 2020 09:05:48                  Page 47</p>	<p>1 I don't recall. 09:07:00                  2 Q. Why did it take the NRA from 2012 to 2020 09:07:01                  3 to identify, investigate, calculate, and recover the 09:07:08                  4 amounts from Millie Hallow for the wedding expenses? 09:07:12                  5 A. I don't know when the -- I don't know when 09:07:17                  6 it first became known. 09:07:25                  7 Q. The NRA has no idea -- 09:07:25                  8 (Simultaneous speaking.) 09:07:25                  9 Q. The NRA has no idea when it became -- 09:07:30                  10 A. Well, it was -- I don't think it was -- I 09:07:33                  11 don't think it was -- I don't think it was known -- 09:07:37                  12 I don't know if it was known in 2012, in other 09:07:41                  13 words, but it was certainly known at a later date. 09:07:43                  14 Q. When was it known? 09:07:46                  15 A. At least by 2019. 09:07:47                  16 Q. So if it was known in 2019, why was no 09:07:55                  17 recovery made until 2020? 09:07:58                  18 A. I think it was just a matter of completing 09:08:00                  19 a comprehensive review. 09:08:05                  20 Q. So who did the comprehensive review of 09:08:07                  21 Millie Hallow's expenses? 09:08:10                  22 A. I know there was I know the Brewer firm 09:08:12                  23 was involved. 09:08:15                  24 Q. Who at the NRA? 09:08:16                  25 A. You know, it would have been whoever 09:08:20                  Page 49</p>

<p>1 provided documents, but I don't know -- I don't know 09:08:23                  2 for sure. 09:08:25                  3 Q. Who made the decision to recover the money 09:08:25                  4 from Millie Hallow? 09:08:28                  5 A. The NRA. 09:08:29                  6 Q. What human? 09:08:32                  7 A. Oh, well, I mean, we had a lot of 09:08:33                  8 discussions with counsel. I know that I was 09:08:44                  9 involved in some of that, and I believe Mr. LaPierre 09:08:47                  10 was. 09:08:54                  11 Q. And so who made the decision? 09:08:57                  12 A. It was a collaborative decision. 09:09:05                  13 Q. And the participants in the collaborative 09:09:11                  14 decision were Mr. LaPierre and you? 09:09:13                  15 A. I didn't have a discussion directly with 09:09:16                  16 Mr. LaPierre, but I know that -- I know those are 09:09:19                  17 some of the people who were involved. 09:09:23                  18 Q. So who were the other collaborators 09:09:24                  19 besides Mr. LaPierre? 09:09:28                  20 A. Sitting here, I can't identify any 09:09:30                  21 particular names. 09:09:33                  22 Q. Did Ms. Hallow object to or dispute any of 09:09:35                  23 the charges which were presented to her as 09:09:39                  24 calculations of amounts due? 09:09:43                  25 A. I don't know. I think that would have 09:09:46                  Page 50</p>	<p>1 for the NRA? 09:11:27                  2 A. No, she doesn't. 09:11:28                  3 Q. Okay. 09:11:29                  4 MR. CICILIANO (VIA ZOOM): Hey, 09:11:35                  5 Counsel, I was caught up in all the fun. But just 09:11:36                  6 generally with respect to Ms. Hallow, we would object 09:11:37                  7 that that's outside the scope of number 5, but go 09:11:40                  8 ahead. 09:11:43                  9 Q. Let's go on to the other people identified 09:11:44                  10 in your -- in Schedule L. Mr. Phillips, what, if 09:11:51                  11 any, investigation -- identification, investigation, 09:11:59                  12 determination, calculation, recovery of amounts due 09:12:03                  13 from Mr. Phillips have occurred in 2019, 2020, and 09:12:05                  14 2021? 09:12:12                  15 A. I'm sorry for the pause, I'm trying to -- 09:12:15                  16 I'm trying to recall. I'm sorry, I don't have the 09:12:21                  17 specific 990 language with respect to Mr. Phillips 09:12:26                  18 in my head, but -- 09:12:32                  19 Q. Let me -- let me read it to you: From 09:12:37                  20 1993 through September 13, 2018, Mr. Phillips served 09:12:39                  21 as treasurer and chief financial officer of the NRA. 09:12:43                  22 As such, he was a disqualified person. The New York 09:12:45                  23 Attorney General -- New York State Office of the 09:12:51                  24 Attorney General has alleged that compensated paid 09:12:51                  25 to Mr. Phillips during and after his tenure was 09:12:53                  Page 52</p>
<p>1 been discussions with -- through discussions with 09:09:51                  2 Ms. Hallow's counsel who I'm -- sitting here, I 09:09:53                  3 don't know. 09:09:57                  4 Q. With respect to Ms. Hallow, prior to -- at 09:09:58                  5 one -- at some point, she was cut off from the 09:10:04                  6 American Express card herself, wasn't that correct? 09:10:07                  7 A. I'm trying -- I'm trying to remember. 09:10:13                  8 Yeah, there was -- there was an earlier 09:10:20                  9 issue in the early 2000s in -- in which I -- which I 09:10:22                  10 believe her American Express card was taken at one 09:10:30                  11 point. 09:10:34                  12 Q. Was it ever restored to her by the NRA? 09:10:35                  13 A. You know, I don't know if she carried a 09:10:43                  14 card or if she had access, you know, to accounts on 09:10:46                  15 which the card was a payment method. 09:10:52                  16 Q. So with respect to Ms. Hallow, her card 09:10:55                  17 was removed by the NRA in the early 2000s because of 09:11:05                  18 another incident involving improper expenditures, 09:11:05                  19 that's correct, right? 09:11:08                  20 A. Well, it involved expenditures that were 09:11:09                  21 questioned, but she was ultimately -- ultimately 09:11:11                  22 cleared in that matter but didn't keep the card. 09:11:15                  23 Q. Is Ms. Hallow still employed by the NRA? 09:11:21                  24 A. Yes, she is. 09:11:23                  25 Q. Does she have any authority to spend money 09:11:24                  Page 51</p>	<p>1 unreasonable. 09:12:56                  2 So that's -- that's all that's there. 09:12:57                  3 Mr. Phillips had access to the -- as 09:12:59                  4 treasurer, had access to the American Express card 09:13:02                  5 for the NRA; isn't that correct? 09:13:04                  6 A. Yes. 09:13:05                  7 Q. And not only did he have access to the 09:13:07                  8 card, he was responsible for reviewing the charges 09:13:09                  9 on that card; isn't that correct? 09:13:12                  10 A. Yes. 09:13:13                  11 Q. And there's nobody else besides 09:13:14                  12 Mr. Phillips who reviewed those charges when he was 09:13:16                  13 the treasurer; isn't that correct? 09:13:18                  14 A. I don't -- I don't think that's correct. 09:13:20                  15 I think some of Mr. Phillips' staff would have 09:13:24                  16 reviewed charges on the cards. 09:13:26                  17 Q. Who would that be? 09:13:28                  18 A. I believe Mr. Tedrick, Rick Tedrick. 09:13:30                  19 Q. Okay. As part of the internal control 09:13:37                  20 system such as it is at the NRA, was Mr. Tedrick 09:13:38                  21 specifically assigned to review all of Mr. Phillips' 09:13:43                  22 charges on the American Express card? 09:13:46                  23 MR. CICILIANO (VIA ZOOM): I would 09:13:48                  24 just object. 09:13:48                  25 When you say "such as it is," are you 09:13:49                  Page 53</p>

1 talking today or then? 09:13:52  
 2 Q. Sir, take out "such as it is." 09:13:53  
 3 Under the internal control system which 09:13:55  
 4 was in effect when Mr. Phillips worked at the NRA, 09:13:58  
 5 was Mr. Tedrick specifically tasked with reviewing 09:14:00  
 6 all the charges Mr. Phillips incurred on the 09:14:05  
 7 American Express card with the NRA? 09:14:07  
 8 MR. CICILIANO (VIA ZOOM): And I would 09:14:09  
 9 just object generally to scope. 09:14:10  
 10 But go ahead. 09:14:12  
 11 A. I'm -- I'm sorry, I don't know. 09:14:13  
 12 Q. Okay. Did the NRA ever conduct any review 09:14:16  
 13 of Mr. Phillips' charges on the NRA American Express 09:14:18  
 14 card to determine whether they were disqualified 09:14:21  
 15 excess benefit transactions or represented monies 09:14:25  
 16 due the NRA? 09:14:29  
 17 A. I'm not aware of any investigation, but 09:14:30  
 18 I'm not aware of any cause for investigation. 09:14:33  
 19 Q. Did anyone review -- do you know if 09:14:38  
 20 Mr. Tedrick ever disapproved any American Express 09:14:43  
 21 credit card transaction by Mr. Phillips? 09:14:46  
 22 MR. CICILIANO (VIA ZOOM): Objection; 09:14:49  
 23 scope. 09:14:50  
 24 A. I don't know. 09:14:51  
 25 Q. So just to close out the book on 09:14:59  
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1 Mr. Phillips, with respect to the American Express 09:15:02  
 2 card charges which he incurred during the time that 09:15:06  
 3 he was treasurer and chief financial officer for the 09:15:08  
 4 NRA and/or -- during the time Mr. Phillips was the 09:15:11  
 5 treasurer and/or chief financial officer of the NRA, 09:15:15  
 6 there was never any investigation of any American 09:15:18  
 7 Express card charges he incurred; is that correct? 09:15:21  
 8 MR. CICILIANO (VIA ZOOM): Objection; 09:15:24  
 9 scope as well. 09:15:27  
 10 Go ahead. 09:15:27  
 11 A. Sitting here today, I can't -- I'm not 09:15:28  
 12 aware of any. 09:15:30  
 13 Q. All right. And with respect to 09:15:31  
 14 Mr. Phillips, there was never a calculation and 09:15:34  
 15 recovery of any amounts due from him in 2019 or 2020 09:15:36  
 16 or 2021? 09:15:41  
 17 MR. CICILIANO (VIA ZOOM): Objection; 09:15:44  
 18 assumes facts. 09:15:46  
 19 Go ahead. 09:15:48  
 20 A. There hasn't been any recovery. 09:15:48  
 21 Q. And no -- no determination, correct, of 09:15:49  
 22 whether Mr. Phillips owes money to the NRA? 09:15:51  
 23 A. I think that's under review. 09:15:55  
 24 Q. And what does the review consist of at 09:15:58  
 25 this point? 09:16:01  
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1 MR. CICILIANO (VIA ZOOM): Objection; 09:16:02  
 2 to the extent it calls for attorney-client privilege, 09:16:03  
 3 work product. 09:16:05  
 4 Go ahead. 09:16:05  
 5 A. Well, Mr. -- the amounts paid to 09:16:06  
 6 Mr. Phillips in that time frame after retirement 09:16:08  
 7 consisted of fees for his -- under his consulting 09:16:10  
 8 contract that the NRA paid for a time, and the 09:16:15  
 9 question would be whether the NRA derived any 09:16:18  
 10 services from that contract -- derived adequate 09:16:21  
 11 services for that contract. 09:16:25  
 12 Q. And what investigation has the NRA 09:16:26  
 13 undertaken with respect to that issue, that issue 09:16:29  
 14 being the -- whether it derived any services in 09:16:32  
 15 return for that consulting contract? 09:16:34  
 16 MR. CICILIANO (VIA ZOOM): I would 09:16:36  
 17 just object pursuant to the attorney-client privilege 09:16:37  
 18 and the work product doctrine. 09:16:39  
 19 Go ahead. 09:16:41  
 20 A. I'm sorry, I don't know what investigation 09:16:42  
 21 may have occurred. 09:16:44  
 22 Q. And do you know whether any determination 09:16:47  
 23 has been made by the NRA with respect to the 09:16:49  
 24 consulting contract entered into with Mr. Phillips 09:16:51  
 25 at the end of 2018? 09:16:55  
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1 A. The determination has been made not to -- 09:16:56  
 2 not to make any further payments on the contract. 09:16:58  
 3 Q. And who made that determination? 09:17:01  
 4 A. I think Mr. -- I think it was Mr. Spray, 09:17:05  
 5 Craig Spray. 09:17:15  
 6 Q. Craig Spray the -- the -- is Mr. Spray the 09:17:16  
 7 chief financial officer at this point? 09:17:21  
 8 A. No, he's not. 09:17:23  
 9 Q. Is he the treasurer at this point? 09:17:24  
 10 A. He is the treasurer until the board elects 09:17:26  
 11 a successor. 09:17:30  
 12 Q. Is he still employed -- I'm sorry. 09:17:30  
 13 When did Mr. Spray make the determination 09:17:33  
 14 not to pay Mr. Phillips on that consulting contract? 09:17:34  
 15 A. I think it was -- I mean, it would have 09:17:41  
 16 been sometime in 2019. 09:17:44  
 17 Q. Did Mr. Spray decide not to recover -- 09:17:47  
 18 not -- not to determine, calculate, or recover 09:17:50  
 19 monies due from Mr. Phillips on the consulting 09:17:54  
 20 contract? 09:17:56  
 21 A. I don't know. I don't know Mr. Spray's 09:17:56  
 22 determination. 09:18:02  
 23 Q. Did the NRA make any determination not to 09:18:04  
 24 determine, calculate, or recover any monies due on 09:18:07  
 25 the consulting contract? 09:18:10  
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1 A. I don't -- I don't think we have decided 09:18:12  
 2 not to, no. 09:18:14  
 3 Q. So essentially the NRA hasn't decided yet 09:18:19  
 4 on that issue? 09:18:22  
 5 A. I think that would be fair. 09:18:23  
 6 Q. What services did Mr. Phillips render in 09:18:25  
 7 order to get paid under the consulting -- 2018 09:18:34  
 8 consulting contract? 09:18:36  
 9 MR. CICILIANO (VIA ZOOM): I would 09:18:38  
 10 just object this is outside the scope of any of the 09:18:38  
 11 requests. 09:18:42  
 12 But go ahead. 09:18:42  
 13 A. I think -- I think the NRA has concerns 09:18:43  
 14 about what -- about what services he provided. 09:18:46  
 15 Q. And what are those concerns? 09:18:51  
 16 MR. CICILIANO (VIA ZOOM): Objection 09:18:53  
 17 to the extent it calls for attorney-client privilege, 09:18:54  
 18 work product doctrine. 09:18:56  
 19 A. The concern would be whether he provided 09:19:01  
 20 any services commensurate with the level of 09:19:03  
 21 compensation. 09:19:08  
 22 Q. And what has the NRA determined with 09:19:09  
 23 respect to that question; that is, whether he 09:19:11  
 24 provided any services? 09:19:13  
 25 A. I don't know that we have made a final 09:19:16  
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1 determination. 09:19:18  
 2 Q. And how long has the NRA been reviewing 09:19:18  
 3 that question to determine whether he provided any 09:19:23  
 4 services? 09:19:25  
 5 MR. CICILIANO (VIA ZOOM): Objection 09:19:30  
 6 to scope. 09:19:30  
 7 Go ahead. 09:19:31  
 8 A. I'm sorry, I don't have the time frame for 09:19:31  
 9 you. 09:19:34  
 10 Q. Was it in 2020? 09:19:34  
 11 A. Well, I mean, we stopped paying him in 09:19:37  
 12 2019. So... 09:19:43  
 13 Q. So at that point, the NRA had determined 09:19:47  
 14 that he was not providing services commensurate with 09:19:51  
 15 the contract? 09:19:53  
 16 A. I believe so. 09:19:54  
 17 Q. All right. Let's talk about Mr. Powell 09:19:58  
 18 for a moment. 09:20:00  
 19 NRA made demand for repayment of 09:20:02  
 20 \$57,522.12 from Mr. Powell, correct? 09:20:04  
 21 A. Yes. 09:20:08  
 22 Q. And how was that amount calculated? 09:20:09  
 23 A. That was calculated through a very 09:20:13  
 24 detailed analysis of his American Express charges 09:20:16  
 25 and other expense reports throughout his tenure with 09:20:18  
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1 the NRA. 09:20:20  
 2 Q. And his American Express charges meaning 09:20:20  
 3 the ones on the NRA card? 09:20:24  
 4 A. Yes. 09:20:26  
 5 Q. Did the NRA consider expenses which were 09:20:27  
 6 passed through Ackerman McQueen in determining the 09:20:30  
 7 amount of excess benefit transactions Mr. Powell 09:20:34  
 8 engaged in? 09:20:36  
 9 A. No, but that's because we don't have 09:20:37  
 10 access to the full scope of Ackerman McQueen's 09:20:45  
 11 records. 09:20:49  
 12 Q. So -- 09:20:50  
 13 A. Actually, let me correct that, I think -- 09:20:51  
 14 I think we did have some Ackerman McQueen items in 09:20:53  
 15 there. 09:20:56  
 16 Q. How do I -- how can you -- so who did the 09:20:58  
 17 calculation of the amount due? 09:21:02  
 18 A. I did along with the forensic consultants. 09:21:06  
 19 Q. Okay. And is there a spreadsheet for the 09:21:12  
 20 amounts due from Mr. Powell? 09:21:13  
 21 A. There was a spreadsheet that was generated 09:21:15  
 22 by -- that was created by the forensic accountants 09:21:19  
 23 in anticipation of litigation. 09:21:23  
 24 Q. And -- but it was based upon that 09:21:28  
 25 spreadsheet that you made the demand on Mr. -- 09:21:30  
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1 Mr. Powell, correct? 09:21:32  
 2 A. Yes. 09:21:33  
 3 Q. And did Mr. Powell contest any 09:21:36  
 4 expenditures that were listed on the spreadsheet? 09:21:38  
 5 A. He did. 09:21:40  
 6 Q. All right. And did you--all come to a 09:21:41  
 7 determination of which expenses were proper and 09:21:44  
 8 which ones were improper? 09:21:47  
 9 A. Well, the NRA and Mr. Powell came to 09:21:49  
 10 different determinations of which expenses were 09:21:52  
 11 proper and improper, which is why he -- he short 09:21:55  
 12 paid the demand. 09:21:59  
 13 Q. Were there any expenses which were 09:22:02  
 14 considered to be included in the excess benefit 09:22:04  
 15 transactions but not included? 09:22:06  
 16 MR. CICILIANO (VIA ZOOM): Objection; 09:22:10  
 17 vague, form. 09:22:13  
 18 A. Yes, there were. 09:22:16  
 19 Q. And what were those expenses? 09:22:17  
 20 A. I think it include -- well, there were -- 09:22:22  
 21 there were a few. There were his -- there were 09:22:25  
 22 his -- his cellular phone charges where we demanded 09:22:33  
 23 information about -- you know, more detailed 09:22:37  
 24 information about his cellular billing. I don't 09:22:40  
 25 think we demanded repayment of those, but we also 09:22:43  
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<p>1 couldn't get enough information to determine that 09:22:46                  2 they were necessarily improper. 09:22:49                  3 And I think we -- I think there was some 09:22:50                  4 unclarity about the terms of his -- some of his 09:22:53                  5 housing and relocation expenses and whether they 09:22:59                  6 properly should have been covered or not. 09:23:02                  7 So I think we left -- I think we left some 09:23:04                  8 things out where we were uncertain about -- 09:23:06                  9 uncertain about the justice of the demand. 09:23:09                  10 Q. The justice -- you had concerns about the 09:23:13                  11 justice of the demand. 09:23:16                  12 What does -- and what does that mean? 09:23:18                  13 A. Just whether the -- whether the evidence 09:23:19                  14 was strong enough that the expenditures were 09:23:20                  15 improper. 09:23:23                  16 Q. Okay. So who participated in that 09:23:23                  17 negotiation with Mr. Powell about the justice of the 09:23:26                  18 particular claims? 09:23:31                  19 A. Well -- well, just to be clear, there were 09:23:33                  20 a couple of -- there were -- there were multiple 09:23:35                  21 discussions with Mr. Powell's -- who was represented 09:23:38                  22 by counsel through -- throughout. There were 09:23:43                  23 multiple discussions with counsel. But the 09:23:45                  24 discussions were by me and Ms. Rogers. 09:23:46                  25 Q. Did the NRA list on its bankruptcy 09:23:52</p> <p style="text-align: right;">Page 62</p>	<p>1 follow-up, but I don't recall with certainty. 09:25:10                  2 Q. With respect to Christopher Cox, all 09:25:13                  3 right -- let me go back to Mr. Powell for a second. 09:25:18                  4 Did Mr. Powell pay the excise tax? 09:25:21                  5 A. I don't know. 09:25:24                  6 Q. Did you ask that he pay the excise tax? 09:25:25                  7 A. No, that would be between him and his tax 09:25:29                  8 advisors. 09:25:32                  9 Q. Did you advise him -- did you ever advise 09:25:33                  10 him or his counsel of the -- the Schedule L 09:25:39                  11 disclosure excess benefit transaction? 09:25:43                  12 A. Not directly to my recollection. 09:25:45                  13 Q. Indirectly? 09:25:52                  14 A. I think he became aware of it through -- 09:25:56                  15 through -- I assume he became aware of it through 09:25:58                  16 news reporting. 09:26:01                  17 Q. Did -- are you aware of manager liability 09:26:03                  18 for excise taxes in addition to the recipient of the 09:26:09                  19 excess benefit transaction? 09:26:14                  20 A. Yes. 09:26:16                  21 Q. Did you consider whether to require 09:26:18                  22 Mr. LaPierre to pay the manager excise tax for the 09:26:21                  23 improper payments listed on Schedule L? 09:26:25                  24 A. I believe that was considered. 09:26:31                  25 Q. And what did the NRA determine? 09:26:33</p> <p style="text-align: right;">Page 64</p>
<p>1 schedules the amounts due to Mr. Powell as a debt -- 09:23:56                  2 I'm sorry, as an account receivable or an -- or an 09:24:03                  3 asset? 09:24:06                  4 MR. CICILIANO (VIA ZOOM): Objection 09:24:07                  5 to scope. 09:24:08                  6 A. You know, I'm afraid I just don't recall 09:24:08                  7 without looking at the schedules. 09:24:10                  8 Q. Has the NRA made any effort to collect the 09:24:14                  9 debt from Mr. Powell since -- since the spring of 09:24:16                  10 2020? 09:24:18                  11 A. After he -- so -- so Mr. Powell tendered a 09:24:31                  12 check for an insufficient amount along with a cover 09:24:33                  13 letter for counsel -- from counsel indicating that 09:24:38                  14 if we cashed the check, we would essentially be -- 09:24:41                  15 agree that this would be a satisfaction and release 09:24:44                  16 of claims. We told them that that was unacceptable 09:24:46                  17 and please remit the -- I think we said to please 09:24:50                  18 remit the full amount due. 09:24:55                  19 Q. Since then what effort have you made to 09:24:55                  20 recover the amount due, "you" meaning the NRA? 09:24:57                  21 MR. CICILIANO (VIA ZOOM): Objection 09:25:04                  22 to the extent it calls for attorney-client privilege. 09:25:05                  23 Go ahead. 09:25:07                  24 A. I don't -- I don't think we have had 09:25:07                  25 further communication. We might have sent a 09:25:09</p> <p style="text-align: right;">Page 63</p>	<p>1 A. I believe we determined that it wasn't 09:26:36                  2 necessary. 09:26:38                  3 Q. Based on what? 09:26:39                  4 MR. CICILIANO (VIA ZOOM): Objection 09:26:42                  5 to the extent it calls for attorney-client privilege. 09:26:43                  6 A. I -- I think it would -- I think it would 09:26:44                  7 call for attorney-client privilege to discuss that. 09:26:46                  8 Q. You're the witness, not the lawyer, so 09:26:49                  9 what -- what, if any -- what did the NRA rely upon 09:26:52                  10 in making the determination not to require 09:26:56                  11 Mr. LaPierre to report manager liability? 09:27:00                  12 A. I think it would have to have been advice 09:27:09                  13 of counsel. 09:27:12                  14 Q. Okay. On to Mr. Cox. Mr. Cox was the 09:27:13                  15 executive director of the Institute for Legislative 09:27:18                  16 Action until 2019. And the -- you state in the -- 09:27:21                  17 rather, the NRA states in the Schedule L, The NRA 09:27:28                  18 has become aware that Mr. Cox improperly used 09:27:33                  19 association funds -- 09:27:33                  20 MR. SHEEHAN (VIA ZOOM): Am I going to 09:27:33                  21 fast, Ms. Munroe? 09:27:43                  22 THE REPORTER (VIA ZOOM): You're okay. 09:27:43                  23 MR. SHEEHAN (VIA ZOOM): Not yet?                  24 Okay.                  25 THE REPORTER (VIA ZOOM): You're okay.</p> <p style="text-align: right;">Page 65</p>

1 review of the American Express card accounts? 09:48:19  
 2 A. I don't know that there was a specific 09:48:24  
 3 linkage, but it was part of the overall -- overall 09:48:27  
 4 revitalized focus on -- on compliance and controls. 09:48:32  
 5 Q. Did -- did Mr. LaPierre use the American 09:48:35  
 6 Express card, the -- the ones that were controlled 09:48:38  
 7 by the -- the CFO or the treasurer? 09:48:41  
 8 A. No, he doesn't. 09:48:45  
 9 Q. Did Mr. Cox use the American Express 09:48:47  
 10 cards? 09:48:50  
 11 A. No, he didn't. 09:48:50  
 12 Q. Mr. Phillips clearly used the American 09:48:52  
 13 Express cards, right? 09:48:57  
 14 A. I believe so. 09:48:57  
 15 Q. So what review -- in that general review, 09:48:58  
 16 what review is conducted of Mr. Phillips' 09:49:01  
 17 expenditures on those American Express cards? 09:49:03  
 18 A. I don't know if there was a review of 09:49:07  
 19 Mr. Phillips' expenditures. I think we talked about 09:49:10  
 20 this earlier. 09:49:12  
 21 Q. Why not? 09:49:14  
 22 A. Huh? 09:49:15  
 23 Q. Why not? Why was there no review of 09:49:16  
 24 Mr. Phillips' expenditures? 09:49:20  
 25 A. Let -- let -- okay. Let me -- let me 09:49:21

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1 clarify. I don't -- I don't know if there was a 09:49:26  
 2 review, but I know that -- I know that we haven't 09:49:28  
 3 found any -- I'm sorry. I don't -- I don't know if 09:49:33  
 4 there was a specific review of Mr. Phillips or not. 09:49:39  
 5 Q. But you just told me that there was a 09:49:42  
 6 general review of the American Express charges. 09:49:44  
 7 Wouldn't that -- shouldn't that have 09:49:46  
 8 included Mr. Phillips? 09:49:48  
 9 A. And -- and it -- and it may have, but as I 09:49:53  
 10 said, I don't know for sure. 09:49:55  
 11 Q. And you said -- as I understand your 09:49:56  
 12 testimony, there were only two American Express 09:49:58  
 13 credit cards, correct? 09:50:01  
 14 A. That's right. 09:50:02  
 15 Q. And Mr. Phillips specifically allowed 09:50:03  
 16 Millie Hallow to make charges on the American 09:50:07  
 17 Express card that he controlled; isn't that correct? 09:50:11  
 18 A. She was able to do it; I don't know what 09:50:14  
 19 communication the two of them had. 09:50:16  
 20 Q. And in theory, he was reviewing the 09:50:18  
 21 charges that she incurred on the American Express 09:50:22  
 22 card, correct? 09:50:24  
 23 MR. SHEEHAN (VIA ZOOM): Objection 09:50:27  
 24 foundation. 09:50:27  
 25 Go ahead. 09:50:27

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1 A. In theory, yes. 09:50:28  
 2 Q. Did -- in reviewing the Amex in general 09:50:33  
 3 that you described earlier, did the NRA consider 09:50:36  
 4 whether appropriate controls had been imposed upon 09:50:39  
 5 the use of those two credit cards? 09:50:42  
 6 MR. SHEEHAN (VIA ZOOM): Objection; 09:50:45  
 7 time. 09:50:45  
 8 Q. You can go ahead and answer. 09:50:48  
 9 A. Yes, the NRA -- the NRA did, and we felt 09:50:51  
 10 that the controls needed to be strengthened and we 09:50:55  
 11 did strengthen them. 09:50:58  
 12 Q. But your CFO and treasurer was the person 09:50:59  
 13 responsible for reviewing the expenditures on those 09:51:03  
 14 cards, correct? 09:51:06  
 15 A. Well -- well, when the -- when the changes 09:51:08  
 16 in the American -- at the time the changes in the 09:51:13  
 17 process were made, Mr. Phillips wasn't the treasurer 09:51:16  
 18 or CFO. 09:51:18  
 19 Q. In addition to -- so if you -- if you look 09:51:20  
 20 at the disqualified persons list, all right, 09:51:24  
 21 Mr. DeBergalis, did he have access to the American 09:51:27  
 22 Express card? 09:51:30  
 23 A. I don't believe so. 09:51:30  
 24 Q. Did any board member have access to the 09:51:32  
 25 NRA American Express card? 09:51:35

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1 A. At one time a few board members, I think 09:51:38  
 2 past presidents, had access to American Express 09:51:43  
 3 cards, but that ended some time ago. 09:51:47  
 4 Q. Do you know who the most recent one who 09:51:48  
 5 had such a card? 09:51:51  
 6 A. I believe the most recent would have been 09:51:52  
 7 Jim Porter. And I think that was at the time that 09:51:55  
 8 Mr. Porter was serving as the volunteer executive 09:51:59  
 9 director of the NRA Foundation and traveling 09:52:02  
 10 substantially. 09:52:05  
 11 Q. I guess I should ask that question too. 09:52:06  
 12 In addition to the charges that were 09:52:08  
 13 identified as overpayments for the NRA, did you 09:52:10  
 14 determine that any officer, director, or key person 09:52:14  
 15 of the NRA who also had a Foundation role had 09:52:17  
 16 charged the American Express card in that Foundation 09:52:22  
 17 role? 09:52:26  
 18 A. I'm sorry, I'm not sure I follow the 09:52:28  
 19 question. 09:52:30  
 20 Q. Well, you -- as I understand it from 09:52:32  
 21 your -- what you just said, Mr. Porter, because he 09:52:33  
 22 was with the NRA Foundation as the volunteer 09:52:37  
 23 executive director, had access to the American 09:52:40  
 24 Express card; is that correct? 09:52:42  
 25 A. Right. Right. 09:52:43

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<p>1 Q. And who oversaw the -- the expenditures on 09:52:44                  2 the card for Mr. Porter when he was the volunteer 09:52:48                  3 executive director of the Foundation? 09:52:51                  4 A. That would come through the treasurer's 09:52:54                  5 office because I know Mr. Spray was reviewing those 09:52:56                  6 at one time. 09:53:00                  7 Q. At the time that Mr. -- the demand was 09:53:00                  8 made upon Mr. Powell to repay the money, had the NRA 09:53:03                  9 made a decision to terminate him? 09:53:10                  10 A. No, he was -- no, he -- no. He -- he took 09:53:15                  11 leave time while the investigation was conducted. 09:53:19                  12 Q. Was that at his direction or at the NRA's 09:53:23                  13 direction? 09:53:26                  14 A. We believed that it was advisable for him 09:53:27                  15 not to -- not to be actively working, not to have 09:53:31                  16 access to NRA systems at the time. 09:53:35                  17 Q. So because -- because of his access to the 09:53:39                  18 NRA systems and the concerns about his charges, you 09:53:42                  19 cut him off -- "you" mean the NRA cut him off from 09:53:45                  20 access to the -- everything at the NRA? 09:53:47                  21 MR. CICILIANO (VIA ZOOM): Objection; 09:53:51                  22 form. 09:53:51                  23 Go ahead. 09:53:53                  24 A. Yes. 09:53:53                  25 Q. All right. How about Millie Hallow, did 09:53:55</p> <p style="text-align: right;">Page 78</p>	<p>1 the investigation occurred. 09:55:11                  2 Q. So why was Mr. -- why were -- why were 09:55:14                  3 Mr. Cox's expenditures investigated? 09:55:17                  4 A. Because as part of the NRA's overall -- 09:55:21                  5 overall compliance review, we started taking a -- 09:55:24                  6 taking a deep look at the Institute for Legislative 09:55:26                  7 Action. For various historical reasons, the -- the 09:55:32                  8 Institute had long had its own separate financial 09:55:35                  9 systems, didn't have a lot of visibility from the 09:55:39                  10 sixth floor treasurer's office, and, you know, 09:55:42                  11 that's something that we're -- that we're remedying 09:55:46                  12 now, working more collaboratively and integrating 09:55:48                  13 better. 09:55:51                  14 But -- but essentially because of -- of 09:55:52                  15 that communication coordination issue, the parent -- 09:55:56                  16 the parent organization didn't have as much insight 09:56:02                  17 into its -- into this particular division. Once we 09:56:06                  18 started looking at it, things started to come to 09:56:08                  19 light. 09:56:11                  20 Q. Isn't it true that Mr. LaPierre's expenses 09:56:12                  21 were processed through the Institute for Legislative 09:56:16                  22 Action? 09:56:22                  23 A. For -- for some time that was the case. 09:56:22                  24 Q. And when did that stop? 09:56:25                  25 MR. CICILIANO (VIA ZOOM): I just 09:56:29</p> <p style="text-align: right;">Page 80</p>
<p>1 you cut her off? 09:53:59                  2 A. No. 09:54:00                  3 Q. How about Wayne LaPierre, did you cut him 09:54:00                  4 off? 09:54:04                  5 A. Mr. LaPierre is not really an active user 09:54:04                  6 of NRA information systems, but no. 09:54:07                  7 Q. Mr. Cox, did you cut him off? 09:54:11                  8 A. The investigation of Mr. Cox occurred 09:54:14                  9 after -- after he resigned. 09:54:17                  10 Q. All right. Mr. DeBergalis, did you cut 09:54:21                  11 him off? 09:54:27                  12 A. Huh? No. 09:54:27                  13 MR. CICILIANO (VIA ZOOM): Counsel, 09:54:40                  14 can you adjust the camera? Do you guys have the 09:54:40                  15 camera or are you having trouble? 09:54:45                  16 THE WITNESS (VIA ZOOM): Yeah, the 09:54:45                  17 camera, I'm only seeing you from the nose down -- or 09:54:46                  18 nose up. 09:54:50                  19 MR. SHEEHAN (VIA ZOOM): Okay. Okay. 09:54:51                  20 I just moved around because the sun is coming in but 09:54:52                  21 here we go. 09:54:54                  22 Q. How about David Lehman, did you allow him 09:54:56                  23 access to the computer systems or -- after he was -- 09:55:00                  24 during the investigation of his expenditures? 09:55:05                  25 A. Mr. Lehman resigned before the -- before 09:55:08</p> <p style="text-align: right;">Page 79</p>	<p>1 object to scope. 09:56:31                  2 A. I'm not certain of -- I'm not certain of 09:56:33                  3 the -- of the date. 09:56:35                  4 Q. Did you undertake -- "you" the NRA 09:56:36                  5 undertake the same investigation of charges 09:56:39                  6 processed through the ILA for Wayne LaPierre that 09:56:42                  7 you did for Mr. Cox? 09:56:46                  8 A. Yes, we have. 09:56:49                  9 Q. And when was that? 09:56:51                  10 A. You know, probably -- probably beginning 09:56:55                  11 probably 2019. 09:57:03                  12 Q. Does the NRA know when it started -- 09:57:06                  13 A. '18 or '19. I'm sorry? 09:57:08                  14 Q. I thought you told me earlier that the -- 09:57:10                  15 the investigation of Mr. Cox's expenses and the ILA 09:57:13                  16 did not occur until after he left, which was in May 09:57:18                  17 or June of 2019; isn't that right? 09:57:20                  18 A. Right. 09:57:22                  19 Q. So after that, an investigation or review 09:57:22                  20 was conducted of Mr. LaPierre's expenses that were 09:57:26                  21 processed through the ILA; is that correct? 09:57:29                  22 A. That's right. And I appreciate the -- I 09:57:31                  23 appreciate your help on that. But, yes, so it would 09:57:33                  24 have been 2019 on. 09:57:36                  25 Q. And is it accurate to say there was not a 09:57:37</p> <p style="text-align: right;">Page 81</p>

1 MR. CICILIANO (VIA ZOOM): Objection; 10:07:39  
 2 calls for a legal conclusion -- 10:07:40  
 3 Q. You can answer. 10:07:42  
 4 MR. CICILIANO (VIA ZOOM): -- outside 10:07:43  
 5 the scope. 10:07:44  
 6 A. Yes. 10:07:45  
 7 Q. Tickets to sporting/entertainment events. 10:07:49  
 8 Didn't Mr. LaPierre have the NRA pay for 10:07:51  
 9 tickets to sporting/entertainment events? 10:07:54  
 10 A. Yes. 10:07:57  
 11 Q. Did you review his tickets to sporting and 10:07:57  
 12 entertainment events to see if they were authorized? 10:08:01  
 13 A. I believe that has been done. 10:08:06  
 14 Q. Who did it? 10:08:11  
 15 A. I believe outside counsel. 10:08:12  
 16 Q. And did you participate in the review of 10:08:17  
 17 the outside expenses of Mr. LaPierre for 10:08:20  
 18 sporting/entertainment events? 10:08:24  
 19 A. No. 10:08:25  
 20 MR. CICILIANO (VIA ZOOM): "You" being 10:08:26  
 21 Mr. Frazer personally? 10:08:27  
 22 MR. SHEEHAN (VIA ZOOM): Let's start 10:08:28  
 23 with that, yes. 10:08:29  
 24 A. No. 10:08:29  
 25 Q. Did anyone else at the NRA besides 10:08:29  
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1 Mr. LaPierre and outside counsel do a review of his 10:08:32  
 2 tickets to sporting and entertainment events? 10:08:36  
 3 A. I'm sorry, I don't know. 10:08:39  
 4 Q. You don't know if anybody besides 10:08:41  
 5 Mr. LaPierre -- I'm sorry. 10:08:43  
 6 So to the best of your knowledge, no one 10:08:45  
 7 else did any review of the sporting/entertainment 10:08:47  
 8 events except Mr. LaPierre and outside counsel; is 10:08:52  
 9 that correct? 10:08:55  
 10 MR. CICILIANO (VIA ZOOM): Objection; 10:08:55  
 11 misstates testimony. 10:08:55  
 12 Go ahead. 10:08:56  
 13 A. I'm sorry, can you restate? 10:08:58  
 14 Q. Sure. 10:08:59  
 15 So to the best of your knowledge as the 10:09:00  
 16 representative of the NRA, no one besides 10:09:03  
 17 Mr. LaPierre and the outside counsel reviewed the 10:09:06  
 18 use of tickets by Mr. LaPierre for 10:09:13  
 19 sporting/entertainment events and the reimbursement 10:09:16  
 20 of those tickets by the NRA? 10:09:19  
 21 MR. CICILIANO (VIA ZOOM): Objection 10:09:25  
 22 to the extent it misstates testimony. 10:09:26  
 23 Go ahead. 10:09:28  
 24 A. I don't know that anyone did. 10:09:30  
 25 Q. So you know -- just to rephrase it: You 10:09:31  
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1 I know of no one who did such a review apart from 10:09:37  
 2 Mr. LaPierre and counsel, correct? 10:09:40  
 3 A. I -- I can't identify anyone, no. 10:09:41  
 4 Q. The investigation -- identification, 10:09:45  
 5 investigation, determination, calculation, and 10:09:48  
 6 recovery of amounts due from these officers or 10:10:02  
 7 directors, what, if any, conversation did the NRA 10:09:53  
 8 employees have with the board concerning these -- 10:09:58  
 9 these claims? 10:10:00  
 10 A. Of all -- you mean with respect to all of 10:10:06  
 11 the individuals that we're talking about? 10:10:07  
 12 Q. Yeah. Let's -- let's start with 10:10:09  
 13 Mr. LaPierre. 10:10:11  
 14 A. I know that -- so communications between 10:10:13  
 15 the NRA and the board. 10:10:20  
 16 Q. Right. About improper expenses by 10:10:22  
 17 Mr. LaPierre which were on -- excess benefit 10:10:27  
 18 transactions. 10:10:29  
 19 MR. CICILIANO (VIA ZOOM): I'll just 10:10:34  
 20 object generally to scope. 10:10:35  
 21 But go ahead. 10:10:37  
 22 A. You know, we have -- we have 76 board 10:10:38  
 23 members. And so -- so it's challenging to -- to 10:10:40  
 24 know with certainty what -- who may have 10:10:46  
 25 communicated with any of them about what. 10:10:48  
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1 Q. Do you have any knowledge of communication 10:10:50  
 2 to the audit committee about the improper charges by 10:10:53  
 3 Mr. LaPierre that gave rise to excess benefit 10:10:59  
 4 transactions? 10:11:02  
 5 A. Yes, the audit committee has been briefed 10:11:02  
 6 on these matters. 10:11:05  
 7 Q. When was that? 10:11:06  
 8 A. It will be the last couple of meetings, 10:11:07  
 9 but I'm sorry, I don't remember the dates. 10:11:13  
 10 Q. Meaning -- meaning what? November -- from 10:11:14  
 11 November to the present -- November 2020 to the 10:11:18  
 12 present? 10:11:20  
 13 A. I'm sorry, I just don't have the committee 10:11:22  
 14 dates off the top -- off the top of my head. 10:11:25  
 15 Q. And will the agenda and the minutes of 10:11:26  
 16 those committees show that discussion? 10:11:31  
 17 MR. CICILIANO (VIA ZOOM): I just 10:11:40  
 18 object to foundation. 10:11:41  
 19 Go ahead. 10:11:41  
 20 A. I don't believe so. 10:11:43  
 21 Q. And why is that? 10:11:46  
 22 A. Because it would occur in the context of a 10:11:48  
 23 privileged legal briefing. 10:11:51  
 24 Q. Does the -- does the NRA keep minutes of 10:11:53  
 25 its executive sessions or attorney briefings? 10:11:57  
 Page 93

1 A. No. 10:12:01  
 2 Q. So regardless of whether it was an 10:12:02  
 3 attorney briefing, there will be no record in the 10:12:05  
 4 organization even under privilege showing a 10:12:07  
 5 conversation with counsel and what the details of 10:12:10  
 6 the conversation were? 10:12:13  
 7 MR. CICILIANO (VIA ZOOM): I would 10:12:15  
 8 just object to the extent of the use of the term 10:12:16  
 9 "record." 10:12:21  
 10 But go ahead. 10:12:21  
 11 A. If there was a record -- if -- well, 10:12:23  
 12 there -- right. You're right. The NRA -- the 10:12:23  
 13 NRA -- there wouldn't be records in minutes or -- in 10:12:27  
 14 minutes or -- or committee reports because of the 10:12:30  
 15 privileged nature of the discussion. 10:12:32  
 16 Q. Right. 10:12:34  
 17 A. Right. 10:12:35  
 18 Q. Would there be any other kind of summary 10:12:38  
 19 or report that would be maintained under privilege? 10:12:40  
 20 A. Only whatever was -- was created or 10:12:45  
 21 provided by counsel. 10:12:48  
 22 Q. And if the board made a determination or a 10:12:53  
 23 committee made a determination based upon counsel's 10:12:55  
 24 advice or discussion, would there be any record of 10:12:58  
 25 that determination? 10:13:01  
 Page 94

1 A. If the committee made a -- if the 10:13:02  
 2 committee made a -- you know, adopted a resolution 10:13:05  
 3 dealing with a matter, that would be reflected in 10:13:09  
 4 the minutes or report. 10:13:11  
 5 Q. Going to the board member travel, it says 10:13:20  
 6 that NRA is currently reviewing in -- whether 10:13:22  
 7 various board members may have used first class or 10:13:24  
 8 business travel without authorization. 10:13:28  
 9 Has the NRA concluded that review? 10:13:28  
 10 A. No. 10:13:32  
 11 Q. Has the NRA made any claim against any 10:13:32  
 12 board member for using unauthorized travel? 10:13:36  
 13 A. No. 10:13:38  
 14 Q. Has the -- which board members has the NRA 10:13:38  
 15 investigated with respect to unauthorized travel? 10:13:42  
 16 MR. CICILIANO (VIA ZOOM): Just object 10:13:45  
 17 to the extent that it calls for disclosure of 10:13:45  
 18 attorney-client privilege or work product. 10:13:48  
 19 Go ahead. 10:13:49  
 20 And assumes facts. 10:13:55  
 21 A. I'm sorry, I don't -- I'm sorry, I don't 10:13:56  
 22 have -- I don't have -- have names for you. We have 10:13:58  
 23 got a report from our travel agent about all 10:14:00  
 24 upgrades collectively but -- which would include -- 10:14:04  
 25 we have some questions about the -- about the scope 10:14:10  
 Page 95

1 of that data. 10:14:15  
 2 Q. Which travel agent are we talking about 10:14:18  
 3 here? 10:14:20  
 4 A. This would be Direct Travel. 10:14:20  
 5 Q. Do any board members have their travel 10:14:24  
 6 authorized through Gayle Stanford? 10:14:28  
 7 A. No. No -- no, that's right. No. No. 10:14:31  
 8 Q. In the course of your review of Wayne 10:14:36  
 9 LaPierre's charges for travel and other matters, did 10:14:38  
 10 the investigation include interviews of Gayle 10:14:43  
 11 Stanford? 10:14:46  
 12 A. I believe so. 10:14:48  
 13 Q. Who did those interviews? 10:14:54  
 14 A. I believe the Brewer firm may have spoken 10:14:56  
 15 with her or with her counsel. 10:14:59  
 16 Q. And just -- just to wrap up on this, 10:15:01  
 17 between November 15, 2020, and the present, the NRA 10:15:09  
 18 has not completed its review of any of the 10:15:13  
 19 transactions which are under review at the time the 10:15:15  
 20 990 was filed; is that correct? 10:15:18  
 21 A. That's correct. 10:15:20  
 22 Q. Okay. The -- and there have been -- the 10:15:21  
 23 NRA has not identified any additional excess benefit 10:15:27  
 24 transactions since November 15, 2020; is that 10:15:30  
 25 correct? 10:15:33  
 Page 96

1 A. No, we have not. 10:15:33  
 2 Q. The -- what bylaws or regulations or 10:15:37  
 3 policies govern -- govern identification, 10:15:41  
 4 investigation, determination, calculation, recovery 10:15:45  
 5 of amounts due from disqualified persons? 10:15:47  
 6 MR. CICILIANO (VIA ZOOM): Objection 10:15:54  
 7 as to time. 10:15:55  
 8 Go ahead. 10:15:56  
 9 A. If -- if -- if your question is limited to 10:15:57  
 10 internal NRA materials, NRA policies and so on? 10:16:00  
 11 Q. Correct. 10:16:03  
 12 A. So -- so we're not talking about IRS 10:16:04  
 13 regulations and so on? 10:16:06  
 14 Q. We'll get there, but let's start with just 10:16:07  
 15 the NRA policies. 10:16:10  
 16 A. Sure. So internally you have a -- you 10:16:11  
 17 have provisions in the bylaws governing, you know, 10:16:15  
 18 authorizing payment of expenses. And -- but also 10:16:18  
 19 you have provisions in the bylaws that prohibit 10:16:22  
 20 payment of any salary or private benefit without -- 10:16:26  
 21 without approval by the board or an authorized 10:16:28  
 22 committee. 10:16:32  
 23 Q. Right. 10:16:34  
 24 A. You have -- you have a provision in the 10:16:34  
 25 bylaws that has been around since the late 1970s 10:16:35  
 Page 97

1 that -- that requires that any board member doing 10:16:38  
 2 business with the Association self-report and that 10:16:42  
 3 those be reported at the members meeting at -- to 10:16:46  
 4 the secretary and at the board meetings. 10:16:49  
 5 And then you also have the travel and 10:16:51  
 6 entertainment policy which -- well, there are a 10:16:55  
 7 couple of assorted travel policies adopted by the 10:16:59  
 8 board with respect to board members. There's also a 10:17:04  
 9 travel and entertainment policy that applies to -- 10:17:08  
 10 to employees. 10:17:10  
 11 Q. Does -- could I -- does the travel -- 10:17:12  
 12 travel and entertainment policy for employees apply 10:17:15  
 13 to officers or managers of the NRA? 10:17:18  
 14 A. It certainly applies to salaried 10:17:23  
 15 officers -- officers of the NRA and all -- you know, 10:17:25  
 16 all -- all salaried individuals at the NRA. 10:17:30  
 17 Q. Going back to the investigation that we 10:17:34  
 18 talked about here, what, if any, role did the 10:17:36  
 19 financial services division play in the 10:17:39  
 20 investigations of excess benefit transactions with 10:17:41  
 21 the people listed on Schedule L? 10:17:46  
 22 A. Yeah, they were -- they were integral to 10:17:48  
 23 those -- to those investigations. Financial 10:17:52  
 24 services division, of course, is the repository of 10:17:54  
 25 data about all -- about all payments by the NRA. 10:17:57  
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1 And beyond that, it varies a little bit depending on 10:18:01  
 2 which individual you're talking about. But... 10:18:04  
 3 Q. Does financial services division have -- 10:18:08  
 4 did financial services division, before Mr. Cox 10:18:11  
 5 left, have records of the Institute for Legislative 10:18:14  
 6 Affairs expenditures? 10:18:19  
 7 A. As I testified earlier, unfortunately that 10:18:22  
 8 was not well integrated. 10:18:25  
 9 MR. CICILIANO (VIA ZOOM): And before 10:18:27  
 10 your next question, whoever MGruber's iPad is -- I 10:18:28  
 11 don't know who that is -- but could you mute, please? 10:18:33  
 12 Same with 330 number again. 10:18:34  
 13 Q. I'm sorry. You were asking about the 10:18:41  
 14 financial -- you -- if the financial services 10:18:44  
 15 division wanted to review the records of the 10:18:48  
 16 Institute for Legal -- Institute for Legislative 10:18:50  
 17 Affairs records, did they have the ability to do 10:18:55  
 18 that? 10:18:57  
 19 A. At what -- at what point in time are you 10:18:57  
 20 referring to? 10:19:01  
 21 Q. Before Chris Cox left. 10:19:02  
 22 A. Unfortunately -- I mean, they could 10:19:06  
 23 certainly -- they could certainly have asked, but 10:19:13  
 24 they wouldn't have had access without assistance 10:19:14  
 25 from ILA. 10:19:17  
 Page 99

1 Q. And do you know if they -- prior to Chris 10:19:19  
 2 Cox leaving, did they ever ask? 10:19:22  
 3 MR. CICILIANO (VIA ZOOM): Objection; 10:19:26  
 4 scope. 10:19:26  
 5 Go ahead. 10:19:28  
 6 A. I don't know. 10:19:28  
 7 Q. What people at the financial services 10:19:30  
 8 division were involved in the investigation -- 10:19:33  
 9 identification, investigation, and determination of 10:19:36  
 10 amounts due from disqualified persons during 2018, 10:19:40  
 11 2019, and 2020? 10:19:45  
 12 A. Sure. Mr. Spray, Ms. Rowling, Mike 10:19:46  
 13 Erstling, those are the -- those are the ones that 10:19:57  
 14 I'm personally aware of -- Mr. -- Mr. Tedrick as 10:20:10  
 15 well. Sorry. 10:20:15  
 16 And just to be clear, I'm speaking a 10:20:18  
 17 little bit more expansively about the treasurer's 10:20:20  
 18 office of which the financial services division is a 10:20:23  
 19 component. 10:20:26  
 20 Q. Got it. 10:20:27  
 21 Prior to 2019, what system existed at the 10:20:34  
 22 NRA to identify receivables from officers, 10:20:36  
 23 directors, and key employees? 10:20:39  
 24 A. To identify... 10:20:42  
 25 Q. Receivables from officers, directors, and 10:20:44  
 Page 100

1 key employees. 10:20:47  
 2 A. Key -- oh, key employees. I couldn't 10:20:48  
 3 quite hear you. I'm sorry. 10:20:52  
 4 Q. Sorry. 10:20:52  
 5 A. Well, it would have been primarily the -- 10:20:56  
 6 it would have been the NRA expense reporting system. 10:20:59  
 7 Q. And -- but the American Express card 10:21:03  
 8 charges, for example, don't show up in the expense 10:21:06  
 9 reporting system; isn't that correct? 10:21:08  
 10 A. Sure -- well, sure, I'm sorry. The -- 10:21:10  
 11 there's the expense reporting system under which you 10:21:11  
 12 submit an expense report and seek reimbursement and 10:21:13  
 13 then there's also the -- the American Express -- 10:21:17  
 14 American Express card or the Wells Fargo cards which 10:21:21  
 15 were -- which were formerly issued in a -- more 10:21:25  
 16 broadly than Amex. Once the Amex cards were 10:21:29  
 17 curtailed, the number of people who traveled on 10:21:33  
 18 business got Wells Fargo cards. 10:21:35  
 19 Q. Let's -- so the issued -- prior to 2019, 10:21:37  
 20 you would agree with me that the system for 10:21:43  
 21 identifying receivables from disqualified persons 10:21:47  
 22 did not include any expenditure which was put 10:21:51  
 23 through the American Express card? 10:21:54  
 24 MR. CICILIANO (VIA ZOOM): Objection 10:21:57  
 25 to the extent it misstates testimony. 10:22:00  
 Page 101

1 A. And I don't know that that's -- I don't 10:22:02  
 2 know that that's correct. People have had -- people 10:22:03  
 3 have had to substantiate their American Express 10:22:08  
 4 charges. 10:22:11  
 5 Q. Sorry, you say people have had to 10:22:13  
 6 substantiate their American Express charges. 10:22:15  
 7 And what system would show me that that 10:22:17  
 8 was done and how it was done? 10:22:22  
 9 MR. CICILIANO (VIA ZOOM): I would 10:22:25  
 10 just object to the term "system" as being vague. 10:22:25  
 11 Q. Doesn't sound like a system to me either, 10:22:28  
 12 but Mr. -- 10:22:31  
 13 MR. CICILIANO (VIA ZOOM): Are you 10:22:32  
 14 asking for, like, a computer program? I guess is my 10:22:33  
 15 problem is it a system as in like a policy or a 10:22:35  
 16 system as in -- 10:22:38  
 17 Q. Mr. Frazer, what system of records 10:22:38  
 18 within -- with respect to American Express credit -- 10:22:44  
 19 credit card charges will show what receivables are 10:22:46  
 20 due from disqualified persons? 10:22:53  
 21 A. Well, it has been -- you know, along with 10:22:58  
 22 a lot of other things, it has been tightened up. 10:22:59  
 23 The current process is that if charges are made on 10:23:02  
 24 a -- are made on a card, the -- whoever is 10:23:06  
 25 responsible for approving that particular employee's 10:23:10  
 Page 102

1 expenditures, you know, reviews the output of the 10:23:12  
 2 system and, you know, it's line item -- line item 10:23:20  
 3 expenditures. 10:23:22  
 4 Q. What's the system -- there's an electronic 10:23:24  
 5 system for expense assessment? 10:23:27  
 6 A. What I'm aware of is typically an exchange 10:23:31  
 7 of emails. I mean, you will have a spreadsheet 10:23:34  
 8 showing, you know, Employee A incurred the following 10:23:37  
 9 charges; gas, lunch, whatever. And that's sent to 10:23:41  
 10 the person responsible for reviewing expenses for 10:23:45  
 11 that individual. And, you know, we have an -- and 10:23:48  
 12 the reviewer then can approve, deny, or ask 10:23:51  
 13 questions. 10:23:55  
 14 Q. Is there -- is there an electronic system 10:23:56  
 15 within the NRA that captures the -- those email 10:24:00  
 16 exchanges, the invoices, whether somebody has 10:24:06  
 17 returned the -- you know, sent the email back, is 10:24:08  
 18 there an electronic system for that even now? 10:24:10  
 19 A. Well, it's all part of our -- of our -- 10:24:13  
 20 it's all done through the -- through the email 10:24:17  
 21 network. 10:24:19  
 22 Q. Yeah, but that's -- so that -- there's no 10:24:21  
 23 central place at the NRA that captures those emails 10:24:24  
 24 and makes sure that for every expenditure, there's 10:24:27  
 25 an email approval? 10:24:29  
 Page 103

1 MR. CICILIANO (VIA ZOOM): Objection; 10:24:30  
 2 misstates testimony, scope. 10:24:33  
 3 A. I don't -- I don't know that there's not. 10:24:34  
 4 I'm sorry, it's a little bit outside my personal 10:24:36  
 5 knowledge. And I understand I'm testifying as the 10:24:39  
 6 NRA. 10:24:45  
 7 Q. Is there an outside vendor that you use to 10:24:45  
 8 manage your travel -- travel and entertainment 10:24:49  
 9 expenditures at the NRA -- 10:24:51  
 10 MR. CICILIANO (VIA ZOOM): Objection; 10:24:53  
 11 outside the scope. 10:24:54  
 12 Q. -- besides the software system? 10:24:55  
 13 A. I'm not aware of any specialized software 10:24:57  
 14 on this issue. 10:25:01  
 15 Q. Okay. 10:25:03  
 16 A. Let me -- let me -- let me make one -- let 10:25:04  
 17 me -- clarification on that. The -- the current 10:25:11  
 18 management of the Institute for Legislative Action 10:25:16  
 19 adopted a software package because they have a lot 10:25:20  
 20 of employees who travel a lot, more than the -- than 10:25:23  
 21 the parent organization, I think. They adopted a 10:25:27  
 22 system of which the name is just completely escaping 10:25:33  
 23 me, I'm afraid, in which -- in which receipts are 10:25:36  
 24 submitted electronically. 10:25:40  
 25 Q. Why is that system not used generally at 10:25:42  
 Page 104

1 the NRA? 10:25:49  
 2 MR. CICILIANO (VIA ZOOM): Objection; 10:25:50  
 3 outside the scope. 10:25:51  
 4 A. Historically -- historically ILA has -- 10:25:52  
 5 you know, has had -- had an independent financial 10:25:54  
 6 structure, they make their own decisions. And, you 10:25:55  
 7 know, the new fiscal officer who came in there in 10:25:58  
 8 2019 decided to -- to experiment with this over 10:26:01  
 9 the -- over the then existing system in which people 10:26:07  
 10 had to tape -- tape receipts to pieces of paper, 10:26:10  
 11 that kind of thing. 10:26:16  
 12 Q. And so at the present time, does the NRA, 10:26:17  
 13 outside of ILA, still use the taping pieces of paper 10:26:21  
 14 system to account for receipts? 10:26:25  
 15 A. Yes. It's -- it's paper-based with 10:26:27  
 16 respect to items on people's personal cards. But -- 10:26:29  
 17 but as I said in exchange of emails, with respect -- 10:26:33  
 18 actually, let me -- let me correct that further. 10:26:39  
 19 So American Express was always an exchange 10:26:43  
 20 of emails, but for the Wells Fargo cards, there was 10:26:45  
 21 actually a -- an electronic portal through which 10:26:50  
 22 they would be reviewed. 10:26:57  
 23 Q. And -- 10:26:58  
 24 MR. CICILIANO (VIA ZOOM): Again, I 10:26:59  
 25 would object to that being outside the scope. 10:27:00  
 Page 105

1 Counsel, if you want to tell me what 10:27:02  
 2 question that pertains to, I would appreciate it. 10:27:03  
 3 MR. SHEEHAN (VIA ZOOM): Implies to 10:27:06  
 4 identification of -- of -- of overpayments to any 10:27:07  
 5 officer, director, or key person. I'm trying to 10:27:10  
 6 figure out if there's a system designed to detect 10:27:13  
 7 that. 10:27:15  
 8 Q. Whose job is it to chase down employees of 10:27:18  
 9 the NRA who have not submitted their receipts? 10:27:22  
 10 MR. CICILIANO (VIA ZOOM): Well, I'm 10:27:27  
 11 going to respectfully disagree. Now you're asking 10:27:27  
 12 about employees, not officers, directors, or key 10:27:30  
 13 persons. 10:27:30  
 14 MR. SHEEHAN (VIA ZOOM): Fair enough. 10:27:32  
 15 Okay. Let's go to that. 10:27:32  
 16 Q. Mr. Frazer -- 10:27:34  
 17 MR. CICILIANO (VIA ZOOM): But 10:27:34  
 18 moreover, I still have a scope objection. I think 10:27:35  
 19 it's outside the scope. I will tell you I'm not 10:27:36  
 20 going to prevent him from testifying to -- to the 10:27:39  
 21 basis of his knowledge. I'm just telling you it's 10:27:42  
 22 outside the scope. 10:27:45  
 23 Q. Okay. So whose responsibility was it 10:27:46  
 24 within the NRA to pursue disqualified persons, 10:27:48  
 25 officers, directors, or key persons, to obtain the 10:27:53  
 Page 106

1 receipts for travel, entertainment expenses and the 10:27:56  
 2 purpose of those expenses? 10:28:00  
 3 MR. CICILIANO (VIA ZOOM): Objection 10:28:03  
 4 as to time. 10:28:03  
 5 A. Well, generally speaking, the first burden 10:28:06  
 6 is on the individual who wants to get reimbursed 10:28:11  
 7 because you're not going to get reimbursed unless 10:28:15  
 8 you submit them. If someone is -- you know, maybe 10:28:17  
 9 not -- maybe not as worried about -- about getting 10:28:21  
 10 reimbursed, it would be -- it would be the -- I 10:28:24  
 11 think it would be the financial staff's task to -- 10:28:29  
 12 to follow up. 10:28:31  
 13 Q. Any particular person? 10:28:33  
 14 A. It's a fairly large staff, but I think it 10:28:42  
 15 would have been Ms. Rowling in her, you know, prior 10:28:48  
 16 capacity as financial services director and her -- 10:28:50  
 17 and her team. 10:28:52  
 18 Q. Has the NRA forgiven or waived any portion 10:28:55  
 19 of the amounts due from any -- any disqualified 10:28:58  
 20 person? 10:29:02  
 21 A. Not to my knowledge. 10:29:04  
 22 Q. How does the NRA address liability for 10:29:08  
 23 FICA, income taxes, excise taxes, arising out of 10:29:08  
 24 receivables from the officers, directors, or key 10:29:14  
 25 employees? 10:29:16  
 Page 107

1 A. I'm sorry. 10:29:20  
 2 Q. So if you make a payment to a disqualified 10:29:23  
 3 person, you have liability under the Internal 10:29:26  
 4 Revenue Code for the fact that the W-2 was false and 10:29:31  
 5 that the 941 was false and you may have interest or 10:29:34  
 6 other charges. 10:29:37  
 7 What -- how does the NRA address those 10:29:40  
 8 liabilities? 10:29:42  
 9 MR. CICILIANO (VIA ZOOM): I would 10:29:44  
 10 just object to the extent it calls for a legal 10:29:44  
 11 conclusion and misstates what the law is. 10:29:47  
 12 A. Well, it would be different -- it would be 10:29:50  
 13 different for employees versus nonemployees because, 10:29:52  
 14 of course, you can have disqualified persons in 10:29:57  
 15 either category. 10:30:00  
 16 A -- you know, for an employee, payments 10:30:04  
 17 to the employee would be -- would be reported 10:30:09  
 18 through the payroll system or to human resources and 10:30:13  
 19 reported on W-2. And -- and for nonemployees, it 10:30:17  
 20 would be -- you know, either it's a reimbursable 10:30:23  
 21 expense and it gets reimbursed, or if it's a payment 10:30:25  
 22 to the individual, it would be subject to issuance 10:30:29  
 23 of a 1099 as appropriate. 10:30:31  
 24 Q. Let's go -- let's go back to people who 10:30:33  
 25 are employees of the NRA. 10:30:36  
 Page 108

1 Would you agree with me that the original 10:30:38  
 2 W-2 which did not reflect these payments was 10:30:42  
 3 incorrect? 10:30:46  
 4 MR. CICILIANO (VIA ZOOM): I would 10:30:46  
 5 just object, outside the scope. I think this is the 10:30:48  
 6 same issue you had before. 10:30:49  
 7 A. I'm sorry, whose W-2 are you referring to? 10:30:52  
 8 Q. Wayne LaPierre's, for example, during -- 10:30:55  
 9 for the five years he was getting improper payments. 10:30:57  
 10 A. So you're asking me whether his W-2 was 10:31:07  
 11 incorrect? 10:31:09  
 12 Q. Correct. 10:31:10  
 13 THE WITNESS (VIA ZOOM): And I'm 10:31:15  
 14 sorry, Dylan, do we have an objection pending on that 10:31:16  
 15 one? 10:31:19  
 16 MR. CICILIANO (VIA ZOOM): You can go 10:31:19  
 17 ahead to the extent you know. I think it calls for a 10:31:20  
 18 legal conclusion, but go ahead. 10:31:24  
 19 Q. Let me -- let me -- Mr. Frazer, what I'm 10:31:28  
 20 asking is -- 10:31:29  
 21 A. I'm sorry, I'm a little puzzled of how to 10:31:30  
 22 answer that one. 10:31:33  
 23 Q. Okay. Is there any system for correct -- 10:31:33  
 24 once you have identified an overpayment or an excess 10:31:34  
 25 benefit transaction with a officer, director, key 10:31:38  
 Page 109



1 employee, are there -- you know what, let it go. 10:31:42  
 2 Let's move on. 10:31:46  
 3 Did -- looking at the financial statements 10:31:48  
 4 for the -- for the NRA for 2019, the independent 10:31:52  
 5 audit review, note 6 states that there are 10:31:58  
 6 receivables other than contributions and advertising 10:32:02  
 7 of -- well, let me ask you this. 10:32:05  
 8 Do the financial statements which were 10:32:07  
 9 submitted -- do the financial statements which the 10:32:10  
 10 auditors signed off on with their opinion on 10:32:14  
 11 November 15th, 2020, with respect to 2019, do they 10:32:17  
 12 reflect the accounts receivable identified in 10:32:21  
 13 Schedule L? 10:32:24  
 14 MR. CICILIANO (VIA ZOOM): I would 10:32:28  
 15 just object to scope. 10:32:28  
 16 What topic is this? 10:32:29  
 17 MR. SHEEHAN (VIA ZOOM): The same 10:32:30  
 18 topic, right, identification, calculation, and 10:32:31  
 19 recovery of amounts due. 10:32:35  
 20 MR. CICILIANO (VIA ZOOM): You're 10:32:36  
 21 asking him about financial statements outside of 10:32:37  
 22 that? 10:32:39  
 23 MR. SHEEHAN (VIA ZOOM): No, no. 10:32:40  
 24 Statements -- 10:32:40  
 25 Q. Mr. Frazer, do the statements reflect the 10:32:41  
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1 obligations, the receivables that are set forth in 10:32:43  
 2 Schedule L? 10:32:46  
 3 MR. CICILIANO (VIA ZOOM): I would 10:32:47  
 4 just object. I think it's outside the scope. 10:32:48  
 5 To the extent you know. 10:32:50  
 6 Q. Mr. Frazer -- 10:32:53  
 7 A. I'm sorry, what was the date -- what was 10:32:54  
 8 the date of the statements? 10:32:55  
 9 Q. The statements are for fiscal year 2019 10:32:57  
 10 submitted -- NRA -- actually, I don't know the date 10:33:01  
 11 of the statements. 10:33:05  
 12 The 2019 statements, do they reflect the 10:33:05  
 13 receivables due that are listed on Schedule L? 10:33:12  
 14 A. Well, that's why I asked about the date of 10:33:15  
 15 the statements because I think the date of the 10:33:17  
 16 statements is critical. The -- and I don't have 10:33:19  
 17 them -- I don't know if we have them here. 10:33:22  
 18 MR. CICILIANO (VIA ZOOM): Do you have 10:33:25  
 19 the statements you can show him? 10:33:25  
 20 MR. SHEEHAN (VIA ZOOM): No, I'm -- 10:33:27  
 21 I'm asking him as representative of the NRA whether 10:33:27  
 22 the financial statements for 2019, certified 10:33:31  
 23 financial statements, reflect the accounts receivable 10:33:35  
 24 that are in Schedule L. 10:33:39  
 25 MR. CICILIANO (VIA ZOOM): Yeah, and I 10:33:40  
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1 would just object that he's telling you he doesn't 10:33:41  
 2 remember. And I think even being a 30(b)(6) -- 10:33:43  
 3 30(b)(6) doesn't require that you memorize 10:33:46  
 4 everything. 10:33:49  
 5 A. Let me try to answer it. 10:33:49  
 6 Q. Sure. Okay. 10:33:51  
 7 A. I'm sorry. I'm sorry. I'm sorry. Do you 10:33:52  
 8 have a -- do you have a question? I don't want to 10:33:54  
 9 interrupt you. 10:33:54  
 10 Q. No. Go ahead. 10:33:55  
 11 A. If the -- if -- if what -- if my 10:33:57  
 12 recollection is correct -- and I'm not involved in 10:34:01  
 13 preparing the -- personally involved in preparing 10:34:04  
 14 the financial statements, so just to be clear. 10:34:07  
 15 If my recollection is correct, the 10:34:09  
 16 financial statements are prepared much earlier in 10:34:10  
 17 the year. And so they couldn't reflect matters that 10:34:12  
 18 were only concluded, you know, shortly before the 10:34:15  
 19 time of the filing of the 990. 10:34:19  
 20 Q. And -- and with respect to the debtors' 10:34:21  
 21 schedules which were filed with the bankruptcy 10:34:24  
 22 court, do those schedules reflect the obligations 10:34:27  
 23 that are set forth on Schedule L? 10:34:31  
 24 MR. CICILIANO (VIA ZOOM): I would 10:34:33  
 25 just object to the extent that he has not been 10:34:33  
 Page 112

1 designated for that topic. I think Ms. Rowling under 10:34:36  
 2 2 for the Ackerman McQueen has been. 10:34:39  
 3 MR. SHEEHAN (VIA ZOOM): Yeah, but 10:34:43  
 4 this is -- goes to -- 10:34:43  
 5 Q. I'll ask, Mr. Frazer, can you answer the 10:34:45  
 6 question? 10:34:47  
 7 MR. CICILIANO (VIA ZOOM): And so it's 10:34:48  
 8 outside the scope of number 5, but to the extent you 10:34:48  
 9 have personal knowledge, go ahead. 10:34:52  
 10 A. I don't think I have knowledge on that. 10:34:53  
 11 Q. Let me -- that's -- that's -- 10:34:54  
 12 identification. All right. Does the -- do the 10:34:58  
 13 bankruptcy schedules include identification of the 10:35:02  
 14 amounts due as set forth in Schedule L? 10:35:05  
 15 MR. CICILIANO (VIA ZOOM): I would 10:35:09  
 16 just object that you're now asking about -- the term 10:35:10  
 17 "identification" doesn't apply just to identify 10:35:13  
 18 everything. It's identification of recovery of 10:35:15  
 19 amounts due. It's a modifier of "amounts due." 10:35:18  
 20 So... 10:35:22  
 21 Q. So, Mr. Frazer, do the bankruptcy 10:35:22  
 22 schedules identify the amounts due which are set 10:35:25  
 23 forth in Schedule L to the 2019, 990? 10:35:29  
 24 MR. CICILIANO (VIA ZOOM): And I would 10:35:33  
 25 just object it's outside the scope. 10:35:34  
 Page 113

1 recall if any of those productions actually occurred 10:54:45  
 2 in 2019 or if they were all in a prior year. 10:54:48  
 3 Q. So is it fair to say that you conducted 10:54:53  
 4 some investigation of the payments to Colonel North 10:54:58  
 5 but you made no determination, "you" the NRA, 10:55:02  
 6 calculation, recovery of amounts due from Colonel 10:55:04  
 7 North? 10:55:09  
 8 MR. CICILIANO (VIA ZOOM): Objection 10:55:09  
 9 to the extent that it calls for attorney-client 10:55:12  
 10 privilege or work product that's currently ongoing. 10:55:13  
 11 Q. Mr. Frazer? 10:55:19  
 12 A. Well -- right. I'm following the chain 10:55:20  
 13 here. In -- we are attempting to recover from -- 10:55:24  
 14 from Ackerman McQueen. And if Ackerman McQueen paid 10:55:30  
 15 its employee -- paid its employee excessively and we 10:55:33  
 16 were -- and we were to recover that, then that might 10:55:37  
 17 amount to a recoupment of those same funds. 10:55:43  
 18 Q. But you report on your 990 that Mr. North 10:55:45  
 19 received payment from the association of the amount 10:55:48  
 20 that I just stated, \$986,000. 10:55:51  
 21 A. But those were pay -- I'm sorry. 10:55:58  
 22 Q. No, go ahead. Go ahead. 10:56:01  
 23 A. But those -- but those were amounts paid 10:56:04  
 24 to him by Ackerman McQueen in which the NRA paid on 10:56:06  
 25 Ackerman's billing. 10:56:10  
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1 Q. Okay. With respect to the American 10:56:12  
 2 Express credit card, isn't it true that in 2019, 10:56:18  
 3 Mr. DeBergalis had access to the Amex card as well? 10:56:20  
 4 A. In what time frame? 10:56:24  
 5 Q. 2019. 10:56:25  
 6 A. 2019. I don't know for certain. 10:56:27  
 7 Q. Did Mr. DeBergalis have access to the 10:56:33  
 8 American Express credit card for 2018? 10:56:36  
 9 MR. CICILIANO (VIA ZOOM): Object to 10:56:38  
 10 scope. 10:56:40  
 11 A. Again, I don't know for certain. 10:56:41  
 12 Q. What, if any, investigation was conducted 10:56:46  
 13 into Mr. DeBergalis's expenditures on the Amex card? 10:56:48  
 14 A. Well, you're -- you're assuming that he 10:56:53  
 15 made expenditures on the American Express card, and 10:56:55  
 16 I'm afraid I don't know that. 10:56:58  
 17 Q. Okay. How about Mr. Cors, did Mr. Cors 10:57:00  
 18 have access to the American Express credit card? 10:57:05  
 19 A. Mr. Cors may have had access at some time 10:57:08  
 20 as president of the NRA or past president traveling 10:57:14  
 21 on NRA business. 10:57:18  
 22 Q. Did -- was there any investigation or 10:57:18  
 23 identification of expenditures by Mr. Cors on the 10:57:21  
 24 American Express credit card? 10:57:26  
 25 A. Not to my knowledge. 10:57:27  
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1 Q. Was there any investigation of 10:57:28  
 2 Ms. Froman's expenditures on the American Express 10:57:31  
 3 credit card? 10:57:33  
 4 A. Not to my knowledge. 10:57:34  
 5 Q. Did she have access to the American 10:57:35  
 6 Express credit card? 10:57:37  
 7 A. As a past president, she may have, but I 10:57:38  
 8 don't know for certain. 10:57:42  
 9 Q. Going to topic 7. 10:57:50  
 10 So let's -- let's start off with -- were 10:57:58  
 11 you present when Mr. LaPierre told the Court -- told 10:58:01  
 12 the 341 proceeding that the NRA was a hundred 10:58:07  
 13 percent compliant with New York State law? 10:58:10  
 14 A. Yes. 10:58:12  
 15 Q. Do you agree with that? 10:58:14  
 16 A. We believe that the NRA is -- you know, I 10:58:26  
 17 don't know that -- I don't know that anyone can 10:58:29  
 18 testify that they're perfect. I know I'm personally 10:58:30  
 19 not perfect. But I know that we have made enormous 10:58:33  
 20 strides and -- and endeavor to substantially comply 10:58:37  
 21 in every way. 10:58:40  
 22 Q. So do you agree with Mr. LaPierre's 10:58:42  
 23 characterization of a hundred percent compliance? 10:58:44  
 24 A. I would be reluctant to say a hundred 10:58:46  
 25 percent about anything. 10:58:49  
 Page 120

1 Q. So do you disagree with Mr. LaPierre's 10:58:51  
 2 description of a hundred percent compliance? 10:58:54  
 3 MR. CICILIANO (VIA ZOOM): Objection; 10:58:56  
 4 scope, asked and answered. 10:58:59  
 5 Q. Mr. Frazer? 10:59:04  
 6 A. I mean, I think I would have to disagree 10:59:07  
 7 just because of it's an imperfect world and nobody's 10:59:09  
 8 perfect. 10:59:13  
 9 Q. Okay. Thank you. 10:59:13  
 10 What training do the general counsel or 10:59:15  
 11 his staff receive about New York State laws 10:59:17  
 12 governing charities and charitable assets since 10:59:27  
 13 you've been -- 10:59:23  
 14 A. Well, it's -- I'm sorry? 10:59:23  
 15 Q. -- since you have been general counsel? 10:59:24  
 16 A. Sure. The -- I can point to a couple of 10:59:26  
 17 things. So, first of all, the attorneys in the 10:59:30  
 18 Office of General Counsel are all admitted in the 10:59:33  
 19 state of Virginia. Virginia requires, you know, 12 10:59:36  
 20 hours annually of continuing legal education. I -- 10:59:40  
 21 I leave it to the -- to the individual attorneys to 10:59:44  
 22 determine what subject -- subject matters they 10:59:47  
 23 study. But certainly some of them have received 10:59:51  
 24 training in nonprofit law, tax law, and so on. 10:59:54  
 25 And -- and they also all attended the internal 11:00:01  
 Page 121

<p>1 compliance training session that -- that I conducted 11:00:06                  2 in 2018 and 2019. 11:00:10                  3 Q. You said -- when you say "I conducted," 11:00:13                  4 you conducted that training? 11:00:15                  5 A. Yes. 11:00:16                  6 Q. What training have you yourself received 11:00:21                  7 on New York State laws governing charities and 11:00:22                  8 charitable assets? 11:00:26                  9 A. When I came back on board with the NRA in 11:00:27                  10 2015, I attended a couple of -- several continuing 11:00:30                  11 legal education seminars covering nonprofit 11:00:36                  12 governance, tax law, including -- I believe there 11:00:53                  13 was one specifically on New York law. I read 11:00:45                  14 various practice guides and manuals about the 11:00:48                  15 subject to educate myself. 11:00:51                  16 And -- and, of course, I, you know, talked 11:00:54                  17 to co-counsel regularly, reviewed past -- past legal 11:00:55                  18 opinions that were in the files on various subjects, 11:01:00                  19 and generally tried to familiarize myself with the 11:01:04                  20 subject, and of course -- of course further research 11:01:08                  21 or refresh my information when -- when a specific 11:01:10                  22 issue comes up. 11:01:15                  23 Q. Have you ever required your staff to 11:01:16                  24 attend specific training on New York charities law? 11:01:18                  25 A. Other than the -- other than the internal 11:01:22                  Page 122</p>	<p>1 licensed in New York State? 11:02:57                  2 A. No. 11:02:58                  3 Q. Have any -- you or any of your staff 11:03:01                  4 acquired the in-house registration required by the 11:03:03                  5 New York State Bar process? 11:03:07                  6 A. Not to my knowledge. 11:03:11                  7 Q. Okay. Are you familiar -- you personally 11:03:13                  8 familiar with the 2020 DOJ compliance guidance for 11:03:22                  9 corporations? 11:03:26                  10 A. I believe I have -- I'm not sure. 11:03:28                  11 Q. You're not sure? 11:03:37                  12 A. No, I'm not, I guess. 11:03:40                  13 Q. Are you the chief compliance officer for 11:03:43                  14 the NRA? 11:03:48                  15 A. The NRA doesn't have such a title 11:03:49                  16 formally. 11:03:51                  17 Q. Okay. Are you in charge of the compliance 11:03:52                  18 function for the NRA? 11:03:54                  19 A. There's not a single individual compliance 11:03:55                  20 at the NRA; it's a team effort. That's essentially 11:03:58                  21 what we try to teach people. 11:04:01                  22 Q. So who is on the team? 11:04:03                  23 A. Everyone. But the principal executives 11:04:06                  24 involved -- involved in these matters would include 11:04:09                  25 the senior -- the Office of General Counsel and the 11:04:13                  Page 124</p>
<p>1 training that we did, no. 11:01:28                  2 Q. And internal training, you're referring to 11:01:34                  3 the internal compliance program? 11:01:36                  4 A. Correct. 11:01:38                  5 Q. What consultants or attorneys has the NRA 11:01:42                  6 engaged to advise it about compliance issues during 11:01:58                  7 the relevant time period, that is, 2018, '19, '20, 11:01:49                  8 and '21? 11:01:54                  9 A. Consultants and attorneys on compliance 11:01:54                  10 issues. So in twenty -- you know, for a -- we 11:01:57                  11 retained Morgan Lewis on compliance issues. We used 11:02:01                  12 K&amp;L Gates, now Peter Flocos who is retired from K&amp;L 11:02:12                  13 Gates currently on retainer. And -- and, you know, 11:02:20                  14 the Brewer firm is certainly advised on these 11:02:27                  15 issues. And there have been various subcontracted 11:02:30                  16 experts that I can't -- I can't name them all off 11:02:36                  17 the top of my head. 11:02:41                  18 Q. Okay. 11:02:41                  19 A. And for charitable registration matters, 11:02:42                  20 we worked with the Copilevitz firm out of Kansas 11:02:46                  21 City for -- you know, on a nationwide basis. 11:02:49                  22 Q. Okay. You yourself are not licensed in 11:02:51                  23 New York State; is that correct? 11:02:54                  24 A. No, I'm not. 11:02:54                  25 Q. Is there anybody on your staff that's 11:02:55                  Page 123</p>	<p>1 senior financial staff. 11:04:16                  2 Q. Whose responsibility at the end of the day 11:04:18                  3 is it -- where does the buck stop to make sure there 11:04:21                  4 is an effective compliance program at the NRA? 11:04:23                  5 A. Well, all of the -- all of the officers 11:04:26                  6 and staff report to Mr. LaPierre and ultimately to 11:04:28                  7 the board of directors. And, of course, the 11:04:33                  8 treasurer and secretary are also elected directly by 11:04:34                  9 the board, so there's an independent check there. 11:04:37                  10 Q. So who is responsible to make sure there's 11:04:39                  11 an effective compliance program? 11:04:41                  12 A. Again, team effort. 11:04:43                  13 Q. Ultimately responsible. Ultimately 11:04:45                  14 responsible. 11:04:46                  15 A. So -- well -- so, ultimately, you know, 11:04:48                  16 you pass it all the way up, it's the board. 11:04:51                  17 Q. Of -- of the salaried employees of the 11:04:53                  18 organization, who has the primary responsibility for 11:04:57                  19 ensuring there's an effective compliance program? 11:04:59                  20 A. You know, again, the buck stops at the 11:05:03                  21 top, so it would be Mr. LaPierre. But, of course, 11:05:04                  22 all of us assessed. 11:05:07                  23 Q. Has Mr. LaPierre -- are you familiar with 11:05:09                  24 the COSO Enterprise Risk Management Framework? 11:05:15                  25 A. The -- the what again? I'm sorry, I 11:05:21                  Page 125</p>

<p>1 couldn't hear you. 11:05:21</p> <p>2 Q. COSO Enterprise Risk Management Framework. 11:05:21</p> <p>3 C-O-S-O. 11:05:25</p> <p>4 A. No, I'm not. 11:05:26</p> <p>5 Q. Do you know if the NRA uses the COSO 11:05:27</p> <p>6 Enterprise Risk Management Framework? 11:05:34</p> <p>7 A. No, I don't. 11:05:36</p> <p>8 Q. Is there any employee within the NRA who 11:05:40</p> <p>9 has specific job duties involving preparation, 11:05:47</p> <p>10 review of compliance plans or actions? 11:05:49</p> <p>11 A. Specific job duties. 11:05:53</p> <p>12 Q. For preparing compliance plans and taking 11:05:58</p> <p>13 compliance actions. 11:06:02</p> <p>14 A. You know, I can't rule out that someone 11:06:03</p> <p>15 has -- has -- you know, has compliance functions in 11:06:05</p> <p>16 a job description, but I'm not aware of anyone who 11:06:08</p> <p>17 has that as a primary job description. 11:06:12</p> <p>18 Q. So who -- who are the people who you would 11:06:15</p> <p>19 put in that category that don't have it as their 11:06:16</p> <p>20 primary job description? 11:06:19</p> <p>21 A. The -- all of the staff that work on tax 11:06:20</p> <p>22 issues, which would include Mr. Tedrick at times, 11:06:25</p> <p>23 Ms. Rowling, Arif Rahman who works in financial 11:06:33</p> <p>24 services. I believe the -- another gentleman's name 11:06:42</p> <p>25 is Keith Phillips. 11:06:48</p> <p style="text-align: right;">Page 126</p>	<p>1 desist order that we didn't contest because we had 11:08:46</p> <p>2 already ceased doing the -- doing the -- the actions 11:08:33</p> <p>3 that they wanted us to desist from. 11:08:37</p> <p>4 There was a similar matter with the 11:08:40</p> <p>5 California insurance regulators. As for -- 11:08:42</p> <p>6 Q. How is the California one completed or is 11:08:49</p> <p>7 it completed? 11:08:52</p> <p>8 A. We entered an agreed stipulation, similar 11:08:52</p> <p>9 to Washington, that we weren't -- we weren't doing 11:08:55</p> <p>10 the matters that were complained of anymore, so we 11:09:00</p> <p>11 agreed not to do that. 11:09:03</p> <p>12 And for pending issues, we have quite a 11:09:05</p> <p>13 few federal election commission matters. I don't 11:09:07</p> <p>14 recall the number. It's, you know, more than half a 11:09:11</p> <p>15 dozen, but I don't know how many, which are under 11:09:16</p> <p>16 investigation but not yet concluded due to, you 11:09:21</p> <p>17 know, severe backlog at the FEC. 11:09:25</p> <p>18 Q. Any other investigations? 11:09:28</p> <p>19 A. Those are the ones that I can think of. I 11:09:31</p> <p>20 can't necessarily rule out that there might be some 11:09:44</p> <p>21 minor issue that I have forgotten. 11:09:46</p> <p>22 Q. Any tax investigations by federal, state, 11:09:49</p> <p>23 or local agencies? 11:09:52</p> <p>24 A. Well, there's a media report about the -- 11:09:54</p> <p>25 about an IRS investigation, but we have heard 11:09:57</p> <p style="text-align: right;">Page 128</p>
<p>1 You also have a couple of members of the 11:06:54</p> <p>2 Office of General Counsel staff who are -- who are 11:06:57</p> <p>3 especially involved in compliance due to their roles 11:07:03</p> <p>4 with affiliated (c)(3)s. Stefan Tahmassebi. 11:07:06</p> <p>5 THE WITNESS (VIA ZOOM): That's -- for 11:07:06</p> <p>6 the court reporter, that's T-a-h-m-a-s-s-e-b-i. 11:07:13</p> <p>7 A. And Skipp Galythly. Skipp with two Ps, 11:07:18</p> <p>8 last name G-a-l-y-t-h-l-y. And also within the 11:07:23</p> <p>9 Institute for Legislative Action, the fiscal staff 11:07:35</p> <p>10 led by Robert Owens. 11:07:37</p> <p>11 Q. Is the compliance oversight function aware 11:07:40</p> <p>12 of any pending or completed federal, state, or local 11:07:45</p> <p>13 agency investigations of the NRA? 11:07:49</p> <p>14 A. Well, there's yours. There's the -- 11:07:51</p> <p>15 there's the DC Attorney General's. 11:07:54</p> <p>16 Q. Right. 11:07:57</p> <p>17 A. Well, for -- let me ask you, for 11:08:01</p> <p>18 "completed," what's the time frame that you're 11:08:05</p> <p>19 speaking of? 11:08:07</p> <p>20 Q. 2018 to the present. 11:08:08</p> <p>21 A. Okay. Thanks. 11:08:11</p> <p>22 The New York Department of Financial 11:08:14</p> <p>23 Services investigation, which was settled. There's 11:08:15</p> <p>24 the Washington Office of the Insurance Commissioner 11:08:19</p> <p>25 investigation, which was ended with a cease and 11:08:24</p> <p style="text-align: right;">Page 127</p>	<p>1 nothing from the IRS. 11:10:01</p> <p>2 Q. How about -- 11:10:02</p> <p>3 A. We -- huh? 11:10:03</p> <p>4 Q. I'm sorry. 11:10:04</p> <p>5 A. I'm sorry? 11:10:06</p> <p>6 Q. Go ahead. 11:10:07</p> <p>7 A. I am not aware of any state tax 11:10:10</p> <p>8 investigations, no. 11:10:15</p> <p>9 Q. And any local investigations? 11:10:19</p> <p>10 A. We have a minor -- and I don't know if 11:10:24</p> <p>11 this would even count as an investigation, but we 11:10:30</p> <p>12 have a minor thing going on with the Virginia 11:10:33</p> <p>13 Department of Environmental Quality regarding waste 11:10:36</p> <p>14 removal from our shooting range, basically the 11:10:40</p> <p>15 calculation of the tonnage of material being 11:10:44</p> <p>16 removed. But, you know, we have responded and 11:10:48</p> <p>17 haven't heard back as far as I know. 11:10:51</p> <p>18 Q. How does the -- so that -- and so that -- 11:10:52</p> <p>19 those are all the investigations of which the NRA is 11:10:55</p> <p>20 aware at the present time? 11:10:58</p> <p>21 A. That I can recall sitting here, yes. 11:11:00</p> <p>22 And -- and, I'm sorry, there -- there were 11:11:09</p> <p>23 some congressional investigations related to 11:11:10</p> <p>24 Russia-related matters that have either been 11:11:17</p> <p>25 concluded or kind of dormant. Sorry about that. 11:11:19</p> <p style="text-align: right;">Page 129</p>

1 Q. And any state legislative investigations? 11:11:22  
 2 A. Not that I'm aware of. 11:11:26  
 3 Q. How do board -- the board or board 11:11:33  
 4 committees oversee the compliance program? 11:11:34  
 5 A. Reporting function on these issues is 11:11:39  
 6 primarily through the audit committee, internal 11:11:40  
 7 staff and the -- we meet regularly with the audit 11:11:44  
 8 committee when it meets. And you know, brief them 11:11:48  
 9 on -- brief them on issues. We talk about anything 11:11:51  
 10 that may require an action item, such as 11:11:54  
 11 consideration of potential conflict of interest or 11:11:57  
 12 related party transaction. We go over any 11:11:58  
 13 whistleblower complaints that have been received. 11:12:01  
 14 Those -- that's a major channel of it. 11:12:07  
 15 And there are also -- there's also some 11:12:10  
 16 financial reporting -- financial reporting that goes 11:12:14  
 17 on, obviously, to the finance committee. And, of 11:12:16  
 18 course, so we give a -- a comprehensive privileged 11:12:20  
 19 summary of all NRA legal matters to our legal 11:12:23  
 20 affairs committee. 11:12:26  
 21 Q. So at the end of the day, which committee 11:12:27  
 22 has the responsibility for making sure there's an 11:12:30  
 23 effective compliance program at the NRA? 11:12:33  
 24 A. Again, it's a team effort, but I would 11:12:36  
 25 point to the audit committee as the primary 11:12:39  
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1 stakeholder there. 11:12:41  
 2 Q. Okay. And whose responsibility is it 11:12:42  
 3 within the salaried employees at the NRA to make 11:12:45  
 4 reports to the audit committee about compliance 11:12:47  
 5 activities? 11:12:49  
 6 A. It -- you know, at the top level, it would 11:12:51  
 7 primarily be me and the treasurer and CFO. 11:12:56  
 8 Q. And what -- what does the audit committee 11:12:59  
 9 require of you in terms of reporting on a periodic 11:13:09  
 10 basis about the status of the compliance plan or 11:13:14  
 11 program? 11:13:16  
 12 A. There's -- there's not a fixed timetable 11:13:17  
 13 for reporting. It's more of a -- you know, you 11:13:24  
 14 meet -- you meet, you report on anything significant 11:13:28  
 15 that you're working on, you update on status of 11:13:31  
 16 items from -- pending from previous meetings, and 11:13:34  
 17 then -- and you address any specific action items 11:13:36  
 18 that have come to light. 11:13:39  
 19 Q. So if I look at the audit committee 11:13:40  
 20 minutes, would I find each of those things written 11:13:43  
 21 up in the audit committee minutes? 11:13:46  
 22 A. You -- it would depend on what was 11:13:48  
 23 discussed and the level of significance of it. You 11:13:50  
 24 would -- but let me -- let me offer this caveat on 11:13:56  
 25 minutes in general. You know, we have -- as a 11:14:00  
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1 parliamentary authority, we follow Robert's Rules of 11:14:03  
 2 Order. Robert's prescribes that the body's minutes 11:14:08  
 3 are a record of what was done, not what was said. 11:14:11  
 4 Your minutes aren't supposed to be a transcript. 11:14:13  
 5 You report, you know, general topics of discussion 11:14:15  
 6 and major action items, especially any items 11:14:19  
 7 requiring board action. 11:14:24  
 8 Q. Is there -- has the audit committee of the 11:14:25  
 9 NRA board of directors taken any specific 11:14:29  
 10 responsibility for overseeing the development of a 11:14:32  
 11 compliance program; that is, do they direct 11:14:35  
 12 management to do it? 11:14:38  
 13 Do they -- do they suggest a -- how they 11:14:39  
 14 wanted it to be done? 11:14:42  
 15 A. There has been discussion with the 11:14:45  
 16 committee about -- about all of that and, you know, 11:14:47  
 17 I think the committee itself takes on some 11:14:52  
 18 responsibility for this in its committee charter. 11:14:55  
 19 But the -- and then -- and then we 11:14:57  
 20 discuss, you know, any issues surrounding that at 11:15:01  
 21 the committee meetings. And certainly there -- 11:15:05  
 22 there have been discussions about various steps that 11:15:09  
 23 could be taken, pros and cons and so forth. 11:15:12  
 24 Q. So the -- to go back to the payments of 11:15:15  
 25 disqualified persons which we talked about in the 11:15:21  
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1 last part of this deposition, were there any 11:15:23  
 2 discussions of payments to disqualified persons in 11:15:27  
 3 the context of the compliance program? 11:15:29  
 4 A. Yeah, I would say -- I would say we always 11:15:33  
 5 talk about that because one of the key aspects of 11:15:39  
 6 compliance program is to properly police your 11:15:43  
 7 related party transactions. 11:15:46  
 8 Q. Right. 11:15:48  
 9 A. That's -- that's another term. Legal 11:15:48  
 10 standards may be different, but there's another term 11:15:52  
 11 for disqualified persons. That's just broader than 11:15:54  
 12 disqualified persons. 11:15:59  
 13 Q. But if I look at Schedule L on the 11:16:00  
 14 payments of disqualified persons that are listed 11:16:03  
 15 there for the 2019 IRS 990, were those payments or 11:16:05  
 16 the investigation of those payments discussed with 11:16:09  
 17 the audit committee? 11:16:11  
 18 A. Some of them were and some of -- and some 11:16:12  
 19 of them -- in the past, and then some have come to 11:16:18  
 20 light in the preparation of the 990. The committee 11:16:21  
 21 hasn't met since then. 11:16:32  
 22 Q. When was the last audit committee meeting? 11:16:25  
 23 A. I'm sorry, I don't recall the date. 11:16:27  
 24 Q. Before -- before November of 2019? 11:16:30  
 25 A. I believe it was. I don't know but -- I'm 11:16:33  
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<p>1 sorry, I was thinking -- 11:16:36</p> <p>2 Q. I'm sorry, November -- 11:16:38</p> <p>3 A. November 2020. Sorry. 11:16:39</p> <p>4 Q. That's what I meant. 11:16:40</p> <p>5 So before -- has there been one since 11:16:41</p> <p>6 November 15, 2020? 11:16:46</p> <p>7 A. I don't think so. The time lag of the 11:16:46</p> <p>8 990s throws me off too. 11:16:49</p> <p>9 Q. Prior to July -- prior to July of 2019, 11:16:52</p> <p>10 did the NRA have a compliance program? 11:16:57</p> <p>11 A. Prior to July 2019, absolutely. 11:17:01</p> <p>12 Q. Let me go back. 11:17:06</p> <p>13 Prior to July of 2018, did the NRA have a 11:17:08</p> <p>14 compliance program? 11:17:10</p> <p>15 A. You know we did, but I don't think it was 11:17:12</p> <p>16 nearly as robust as it's become since. 11:17:15</p> <p>17 Q. Where would I find the documents that 11:17:17</p> <p>18 would show the compliance plan that existed prior to 11:17:20</p> <p>19 2018 -- July 2018? 11:17:24</p> <p>20 A. Well, there's not a single document 11:17:25</p> <p>21 that -- that says, you know, "compliance plan" on 11:17:27</p> <p>22 the cover, but again, I point to the general network 11:17:31</p> <p>23 of policies that govern our compliance, you know, 11:17:33</p> <p>24 all of the board policies and executive level 11:17:36</p> <p>25 policies on expense reimbursement, so on, you know, 11:17:39</p> <p style="text-align: right;">Page 134</p>	<p>1 Q. And it didn't comply with the New York 11:18:54</p> <p>2 State law? 11:18:56</p> <p>3 MR. CICILIANO (VIA ZOOM): Objection; 11:18:57</p> <p>4 calls for a legal conclusion. 11:18:59</p> <p>5 And to the extent that it calls for 11:19:00</p> <p>6 attorney-client privilege or work product -- 11:19:04</p> <p>7 MR. SHEEHAN (VIA ZOOM): Come on. 11:19:06</p> <p>8 MR. CICILIANO (VIA ZOOM): -- I direct 11:19:08</p> <p>9 you not to answer, but go ahead. 11:19:09</p> <p>10 THE WITNESS (VIA ZOOM): Sorry, is not 11:19:11</p> <p>11 answer or go ahead? 11:19:12</p> <p>12 MR. CICILIANO (VIA ZOOM): I direct 11:19:13</p> <p>13 you not to answer to the extent it requires 11:19:13</p> <p>14 attorney-client privilege or work product. To the 11:19:17</p> <p>15 extent that it doesn't and you can otherwise answer, 11:19:18</p> <p>16 I'd tell you you can answer. 11:19:21</p> <p>17 A. I don't know that I can answer that 11:19:22</p> <p>18 without getting into, you know, work product, mental 11:19:23</p> <p>19 impressions and so forth. 11:19:26</p> <p>20 Q. Does the NRA believe that at -- prior to 11:19:27</p> <p>21 the passage of the conflict of interest policy in 11:19:29</p> <p>22 2016 by the NRA that it was in compliance with the 11:19:35</p> <p>23 New York law requiring a conflict of interest 11:19:37</p> <p>24 policy? 11:19:41</p> <p>25 A. We believed that the enactment of the law 11:19:43</p> <p style="text-align: right;">Page 136</p>
<p>1 you have the audit committee charter, the conflict 11:17:44</p> <p>2 of interest and related party transaction policy 11:17:47</p> <p>3 that we adopted in 2016, that's an important 11:17:50</p> <p>4 keystone of it. 11:17:54</p> <p>5 Q. By the way, why did it I take so long for 11:17:54</p> <p>6 the NRA to adopt a conflict of interest and 11:17:57</p> <p>7 related -- related party transactions policy after 11:18:00</p> <p>8 the amendment to the New York State statute 11:18:03</p> <p>9 effective July 1, 2014? 11:18:06</p> <p>10 MR. CICILIANO (VIA ZOOM): Objection; 11:18:08</p> <p>11 argumentative, scope. 11:18:09</p> <p>12 Go ahead. 11:18:09</p> <p>13 A. You know, unfortunately, I -- 11:18:11</p> <p>14 unfortunately, I think that prior to -- prior to my 11:18:15</p> <p>15 coming on board, it just hadn't gotten the attention 11:18:19</p> <p>16 it may have deserved. And once I -- once I came on 11:18:22</p> <p>17 board, I took steps to remedy that. 11:18:26</p> <p>18 Q. But it took two years to get a conflict of 11:18:28</p> <p>19 interest policy, is that accurate, after the passage 11:18:32</p> <p>20 of the -- of the conflict of interest requirement by 11:18:36</p> <p>21 New York State legislature? 11:18:39</p> <p>22 A. Well, we had a prior statement of 11:18:41</p> <p>23 corporate ethics, but -- but upon -- you know, upon 11:18:43</p> <p>24 review after I came on board, it didn't appear 11:18:46</p> <p>25 adequate, and so we took steps to fix that. 11:18:49</p> <p style="text-align: right;">Page 135</p>	<p>1 I did require some additional steps, and so that's why 11:19:47</p> <p>2 we went and adopted a new policy. 11:19:49</p> <p>3 Q. Why did it take two years to do that? 11:19:53</p> <p>4 A. Well, I wasn't -- I wasn't at the NRA at 11:19:56</p> <p>5 the time of -- at the time of the -- at least as of 11:19:59</p> <p>6 the effective date of the -- of the statute. I 11:20:03</p> <p>7 can't speak to my predecessor's knowledge. 11:20:05</p> <p>8 Q. Okay. You started in spring of 2015? 11:20:10</p> <p>9 A. That's correct. 11:20:13</p> <p>10 Q. Okay. At the present time, does the NRA 11:20:15</p> <p>11 have any officer in play with any certification of 11:20:18</p> <p>12 corporate compliance? 11:20:21</p> <p>13 MR. CICILIANO (VIA ZOOM): Objection; 11:20:26</p> <p>14 vague. 11:20:27</p> <p>15 A. You know, I can't -- it's outside of what 11:20:29</p> <p>16 I repaired for, but it's not -- but I can't -- I 11:20:34</p> <p>17 can't rule -- I can't rule it out, but I'm not aware 11:20:36</p> <p>18 of anyone personally. 11:20:39</p> <p>19 Q. Does the NRA have any board member who has 11:20:39</p> <p>20 a certification in corporate compliance? 11:20:43</p> <p>21 MR. CICILIANO (VIA ZOOM): Same 11:20:45</p> <p>22 objection. 11:20:46</p> <p>23 A. I'm not aware of that. 11:20:47</p> <p>24 Q. Okay. At the present time, does the NRA 11:20:53</p> <p>25 have a conflict of interest policy that is regularly 11:20:54</p> <p style="text-align: right;">Page 137</p>

1 and consistently monitored and compliance enforced? 11:20:57  
 2 A. Yes. 11:21:01  
 3 Q. How is this regular and consistent 11:21:01  
 4 monitoring enforcement achieved? 11:21:06  
 5 A. We -- we issue a questionnaire at least 11:21:07  
 6 annually to officers, directors, key employees, 11:21:12  
 7 highly compensated employees, sometimes to any 11:21:18  
 8 additional employee that concern has been raised 11:21:20  
 9 about asking them to certify their -- to, you know, 11:21:23  
 10 certify answers to various -- various questions that 11:21:28  
 11 would address that. It's actually a form that I 11:21:31  
 12 personally helped -- helped develop and have 11:21:35  
 13 reviewed and edited periodically since. 11:21:38  
 14 The -- because -- we actually consolidated 11:21:42  
 15 it because in -- you know, prior to 2015, 2016, the 11:21:46  
 16 secretary's office collected disclosures from the 11:21:55  
 17 board pursuant to those 1970s bylaw provisions 11:21:57  
 18 Association -- business with the Association that I 11:22:03  
 19 mentioned. And then the treasurer's office gathered 11:22:03  
 20 information that they needed for tax compliance. 11:22:06  
 21 But as -- as we reviewed things more 11:22:10  
 22 comprehensively in that -- in that 2015, 2016 time 11:22:13  
 23 frame, you know, I wasn't personally satisfied that 11:22:19  
 24 we had -- that we were getting all we needed to make 11:22:22  
 25 the representations that we needed to make, for 11:22:26  
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1 example, on state charitable filings across the 11:22:29  
 2 country. 11:22:33  
 3 So I worked with the treasurer's office to 11:22:33  
 4 develop a form that would capture everything that 11:22:36  
 5 everyone needs. We just keep adding stuff to it. 11:22:38  
 6 We send it out to the -- we hand it out to the board 11:22:42  
 7 usually at the January board meeting, follow up 11:22:46  
 8 periodically by email with those who didn't attend 11:22:48  
 9 or who didn't turn it in to us at the meeting, you 11:22:52  
 10 know, with an -- with an effort to maximize our 11:22:57  
 11 return of those. 11:23:01  
 12 Q. What happens? How do you enforce the 11:23:01  
 13 policy with respect to people who don't return the 11:23:06  
 14 forms? 11:23:08  
 15 A. We -- we follow up with them until they do 11:23:10  
 16 as best we can. 11:23:14  
 17 Q. And are there people who have not complied 11:23:16  
 18 with the conflict of interest policy in 2020? 11:23:20  
 19 A. A small handful, but I -- I don't -- I 11:23:24  
 20 don't recall an exact number. 11:23:30  
 21 Q. Who? 11:23:32  
 22 A. I don't recall the names. 11:23:33  
 23 Q. That's a matter of record with the 11:23:38  
 24 organization, right? 11:23:40  
 25 A. That's right, we would have -- we would 11:23:41  
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1 have records on it. The only one that I -- the only 11:23:42  
 2 one that I remember specifically is -- is Karl 11:23:45  
 3 Malone, board member. 11:23:48  
 4 Q. And what -- what were the consequences to 11:23:50  
 5 Karl of not providing the conflict of interest form? 11:23:54  
 6 A. None that I'm aware of. 11:24:06  
 7 Q. Do you think a policy can be consistently 11:24:09  
 8 enforced if there are no consequences for failing to 11:24:12  
 9 provide the required document? 11:24:14  
 10 MR. CICILIANO (VIA ZOOM): Objection; 11:24:18  
 11 calls for speculation, assumes facts. 11:24:19  
 12 Q. Mr. Frazer? 11:24:23  
 13 A. You know, you're giving me some ideas, 11:24:24  
 14 but -- 11:24:26  
 15 Q. That's good. 11:24:27  
 16 A. Thanks for the help. 11:24:28  
 17 But, no, I think, obviously -- obviously 11:24:33  
 18 it would be better to -- to -- you know, to address 11:24:34  
 19 that. Look, I think people -- I think board 11:24:37  
 20 members, by and large, recognize that it's an 11:24:52  
 21 important obligation of the Association to -- to 11:24:45  
 22 provide this information. And for most people I 11:24:48  
 23 think it's -- you know, it's simply an oversight, 11:24:51  
 24 they lose the form or it gets lost, you know, 11:24:54  
 25 misplaced in the shuffle. 11:24:55  
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1 Q. So let's go back. In 2018, what was your 11:24:57  
 2 compliance rate for your -- your board members and 11:25:00  
 3 officers -- your board -- what was your 11:25:03  
 4 compliance -- try again. 11:25:06  
 5 Were there significant numbers of board 11:25:07  
 6 members or employees or -- or disqualified persons 11:25:09  
 7 who were not returning the conflict of interest 11:25:14  
 8 form? 11:25:19  
 9 MR. CICILIANO (VIA ZOOM): I would 11:25:19  
 10 just object to -- to scope on this. I think it 11:25:20  
 11 starts getting a little bit broad. But... 11:25:21  
 12 A. So I think 2018 was -- and I apologize if 11:25:24  
 13 I'm getting years mixed up, but -- you know, because 11:25:28  
 14 we are going back and forth talking about calendar 11:25:30  
 15 years, tax years, and filing dates and so on. 11:25:32  
 16 But I think for return of forms covering 11:25:36  
 17 tax year 2018, 2019, I think we had -- I think we 11:25:41  
 18 did really well. I want to say we had maybe three 11:25:46  
 19 or four that didn't return forms. 11:25:51  
 20 Q. Okay. 11:25:54  
 21 A. I could be a little off, but it was -- it 11:25:54  
 22 was -- it was pretty effective. 11:25:56  
 23 Q. And did you have any kind of electronic 11:25:59  
 24 system for tracking the return of the conflict of 11:26:02  
 25 interest forms? 11:26:04  
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<p>1 A. Yes, we do. We maintain a spreadsheet 11:26:06                  2 showing who -- who returned them, and their general 11:26:07                  3 answers by, you know -- you know, yes or no to any 11:26:11                  4 question. We don't transcribe any narratives that 11:26:15                  5 they write. 11:26:18                  6 Q. Who prepares that spreadsheet? 11:26:19                  7 A. One of my staff members in the secretary's 11:26:22                  8 office. 11:26:25                  9 Q. Who is that? 11:26:25                  10 A. Stephen McCormick. 11:26:26                  11 Q. And who sends out the email saying we 11:26:30                  12 don't have your form yet? 11:26:35                  13 A. Either Stephen or I, just depending on 11:26:38                  14 workloads. 11:26:43                  15 Q. What do you do to make sure that the 11:26:45                  16 conflict of interest disclosures are accurate? 11:26:48                  17 A. So we cross-check them against NRA records 11:26:52                  18 and against personal knowledge of various 11:26:55                  19 individuals. So it's one advantage of having been 11:26:59                  20 around the NRA since the mid '90s is that if 11:27:03                  21 someone -- you know, what sometimes happens is 11:27:09                  22 someone will forget a transaction and -- or forget 11:27:10                  23 some relationship and -- and, you know, it's 11:27:15                  24 something that I'm aware of or have heard about, and 11:27:20                  25 I follow up with the person and say, well, what 11:27:23                  Page 142</p>	<p>1 of interest form? 11:28:37                  2 MR. CICILIANO (VIA ZOOM): Objection 11:28:40                  3 to term "false." 11:28:41                  4 Q. Mr. Frazer? 11:28:47                  5 A. Well, action against a board member is 11:28:48                  6 challenging because the only process for removal of 11:28:54                  7 a board member is through the NRA -- is through an 11:28:57                  8 NRA ethics proceeding -- 11:29:01                  9 Q. Right. 11:29:03                  10 A. -- or -- or recall by the membership. 11:29:03                  11 So there's the -- so there's not -- I 11:29:05                  12 don't have any independent disciplinary authority 11:29:09                  13 over -- over board members. 11:29:14                  14 But I think also the question is what's 11:29:17                  15 appropriate. If it's a -- if it's an inadvertent 11:29:20                  16 failure to disclose something, that's -- you know, 11:29:24                  17 that's something that I ask people to -- to 11:29:26                  18 self-correct. 11:29:29                  19 If I think someone is intentionally 11:29:29                  20 concealing it, that would be another story. That 11:29:32                  21 might rise to the level of ethics complaint or, you 11:29:34                  22 know, a payment demand or something depending on the 11:29:37                  23 situation. But... 11:29:39                  24 Q. Do you advise the board of people who fail 11:29:43                  25 to complete their forms or have completed their 11:29:46                  Page 144</p>
<p>1 about this, and they'll either set my memory 11:27:25                  2 straight or I'll jog their memory, in which case I 11:27:27                  3 ask them to file an amended form. 11:27:30                  4 We also cross-check against records from 11:27:32                  5 the financial services division. We get periodic 11:27:37                  6 reports of payments -- not -- not periodic in the 11:27:39                  7 sense that it's a monthly thing, but on demand 11:27:43                  8 they'll give us -- you know, when we're working on 11:27:46                  9 disclosures, they will give us a list of -- or a 11:27:49                  10 spreadsheet of payments -- payments to related 11:27:53                  11 parties. And we'll cross-check it and see if what's 11:27:56                  12 actually happened according to the NRA's accountants 11:28:00                  13 matches up with what's disclosed, and if the board 11:28:03                  14 member was deficient in disclosing it, we'll 11:28:06                  15 approach them. 11:28:09                  16 If a board member -- you know, sometimes 11:28:09                  17 there will be a mismatch of amounts. Board members 11:28:12                  18 who may have a consulting contract, for example, you 11:28:16                  19 know, if their December payment is made in January, 11:28:20                  20 they'll report the full-year amount and it isn't 11:28:23                  21 quite right. But, you know, we -- we try to square 11:28:26                  22 all of that away and understand what the total 11:28:27                  23 picture is. 11:28:30                  24 Q. Have you ever taken action against a 11:28:32                  25 employee or board member who filed a false conflict 11:28:35                  Page 143</p>	<p>1 forms inaccurately? 11:29:49                  2 A. No. 11:29:50                  3 MR. CICILIANO (VIA ZOOM): That was 11:29:59                  4 just -- a late objection. Was that "you" as the NRA 11:30:00                  5 or "you" as Mr. Frazer? 11:30:02                  6 Q. You the NRA. 11:30:03                  7 A. Same answer. 11:30:06                  8 Q. Okay. Are you familiar with -- by the 11:30:07                  9 way, what was Josh Powell's role in the compliance 11:30:16                  10 program? 11:30:19                  11 A. So Josh was -- Josh was involved in the 11:30:21                  12 initial development of the presentation that was 11:30:28                  13 given to staff. And he -- and when that -- when 11:30:31                  14 that -- when the first of those presentations was 11:30:36                  15 given, he participated in the presentation 11:30:38                  16 basically, you know, introducing it. You know, in 11:30:40                  17 his position at the time as chief of staff, he 11:30:44                  18 stressed the importance of this, you know, for 11:30:48                  19 the -- for the health and future of the 11:30:52                  20 organization. And then, you know, that was the -- 11:30:54                  21 that was the main issues that I recall. 11:31:00                  22 Q. And at the time that he made that 11:31:04                  23 presentation or participated in that presentation, 11:31:05                  24 he was also mischarging the NRA according to your 11:31:07                  25 Schedule L for travel expenses; isn't that true? 11:31:11                  Page 145</p>



<p>1 A. Yes. 11:31:16</p> <p>2 Q. Do you think that Mr. Powell was an 11:31:18</p> <p>3 appropriate representative to advocate for 11:31:20</p> <p>4 compliance with employees and with (audio 11:31:22</p> <p>5 distortion) -- 11:31:27</p> <p>6 MR. CICILIANO (VIA ZOOM): Objection; 11:31:27</p> <p>7 foundation. 11:31:28</p> <p>8 Q. -- looking back? 11:31:29</p> <p>9 A. As we know -- based on what we know now, 11:31:30</p> <p>10 he would not have been the right choice. 11:31:33</p> <p>11 Q. Okay. Who was the employee, officer, or 11:31:36</p> <p>12 director designated to administer the whistleblower 11:31:43</p> <p>13 policy at any time since July 1, 2014? 11:31:46</p> <p>14 A. Since 2014. So -- 11:31:49</p> <p>15 MR. CICILIANO (VIA ZOOM): I would 11:31:51</p> <p>16 just objects it's outside the scope. 11:31:52</p> <p>17 And if you have a specific to the 11:31:55</p> <p>18 2014, I'm willing to listen to your answer, but you 11:31:57</p> <p>19 can go ahead. 11:31:59</p> <p>20 THE WITNESS (VIA ZOOM): Sure. 11:32:01</p> <p>21 A. So the policy has been amended in -- that 11:32:02</p> <p>22 was amended in January 2020. But the -- I think 11:32:06</p> <p>23 there was a change in the reporting makeup but it 11:32:12</p> <p>24 was -- it was pretty minimal. 11:32:14</p> <p>25 Essentially at all of the relevant time 11:32:15</p> <p style="text-align: right;">Page 146</p>	<p>1 to the -- again to the statute. 11:33:22</p> <p>2 Go ahead. 11:33:24</p> <p>3 A. I -- I think that under the -- that under 11:33:24</p> <p>4 the policy as -- as it's currently stated, I think 11:33:27</p> <p>5 that the primary responsibility would be with the 11:33:31</p> <p>6 audit committee. 11:33:34</p> <p>7 Q. It requires an officer, employee, or 11:33:35</p> <p>8 director. So who is the employee, officer, or 11:33:38</p> <p>9 director who has that responsibility? 11:33:41</p> <p>10 A. Well, the chairman of the audit committee 11:33:42</p> <p>11 is Charles Cotton. 11:33:44</p> <p>12 Q. So is it your belief that he has under the 11:33:46</p> <p>13 statute a responsibility to administer the 11:33:48</p> <p>14 whistleblower policy and report to the audit 11:33:52</p> <p>15 committee? 11:33:55</p> <p>16 MR. CICILIANO (VIA ZOOM): Objection; 11:33:55</p> <p>17 calls for a legal conclusion, outside the scope. 11:33:56</p> <p>18 A. And I'm -- and I'm sorry, I also didn't 11:34:00</p> <p>19 follow your question. 11:34:02</p> <p>20 Are you saying that -- does the audit 11:34:02</p> <p>21 committee chairman have the responsibility to report 11:34:04</p> <p>22 to the audit committee? 11:34:06</p> <p>23 Q. Here's what the statute requires. It has 11:34:07</p> <p>24 to have an officer, director, or employee of the 11:34:10</p> <p>25 corporation to administer the whistleblower policy. 11:34:12</p> <p style="text-align: right;">Page 148</p>
<p>1 frames, whistleblowers could report issues of 11:32:22</p> <p>2 concern to the audit committee. 11:32:24</p> <p>3 Q. Let me -- let me take you -- here is the 11:32:27</p> <p>4 question I'm asking. 11:32:30</p> <p>5 A. Sure. 11:32:30</p> <p>6 Q. The statute requires that it be an 11:32:31</p> <p>7 employee, officer, or director to administer the 11:32:34</p> <p>8 whistleblower policy. 11:32:36</p> <p>9 A. Uh-huh. 11:32:36</p> <p>10 Q. Do you agree with me on that? 11:32:37</p> <p>11 MR. CICILIANO (VIA ZOOM): I would 11:32:39</p> <p>12 just object to the extent that you're misstating the 11:32:40</p> <p>13 statute or what statute you're talking about. 11:32:44</p> <p>14 A. Well, I don't -- I don't have the 11:32:45</p> <p>15 statute -- I don't have the statute in front of me, 11:32:46</p> <p>16 but what I'm saying is that the -- is that to give 11:32:47</p> <p>17 employees a choice of whom to -- of whom to report 11:32:53</p> <p>18 matters to, we specified at various times the audit 11:32:58</p> <p>19 committee, Office of General Counsel, and human 11:33:04</p> <p>20 resources division. 11:33:07</p> <p>21 Q. Okay. The -- the statute requires an 11:33:10</p> <p>22 employee, officer, or director of the corporation be 11:33:13</p> <p>23 designated to administer the whistleblower policy. 11:33:16</p> <p>24 So who is that? 11:33:19</p> <p>25 MR. CICILIANO (VIA ZOOM): Objection 11:33:21</p> <p style="text-align: right;">Page 147</p>	<p>1 So I asked you who that is. 11:34:16</p> <p>2 So I think what you answered is it's -- 11:34:18</p> <p>3 it's Mr. Cotton; is that correct? 11:34:19</p> <p>4 A. I mean, the chairman of the audit 11:34:23</p> <p>5 committee would have the primary responsibility for 11:34:24</p> <p>6 matters involving the whistleblower policy because 11:34:27</p> <p>7 ultimately that's where they're reported. But 11:34:30</p> <p>8 for -- as far as administering goes at staff level, 11:34:33</p> <p>9 it would be the other reporting locations that I 11:34:36</p> <p>10 described. 11:34:38</p> <p>11 Q. So there's no one officer, employee, or 11:34:38</p> <p>12 director; it's multiple people. Is that correct? 11:34:41</p> <p>13 A. That's what's designated -- those are -- 11:34:45</p> <p>14 those are the people who are designated as points of 11:34:48</p> <p>15 contact in an effort to give people options. 11:34:50</p> <p>16 Q. But the person who has to administer the 11:34:54</p> <p>17 policy and report to the audit committee, what 11:34:57</p> <p>18 individual is that? Who is it? 11:34:59</p> <p>19 A. It's whoever -- it's whoever received a 11:35:02</p> <p>20 report, and that's why normally we have -- obviously 11:35:05</p> <p>21 we normally have the audit committee secretary 11:35:11</p> <p>22 present at audit committee meetings, I would attend 11:35:13</p> <p>23 as general counsel, and the -- and the HR director 11:35:15</p> <p>24 would attend or be asked in advance whether -- 11:35:19</p> <p>25 whether there have been any matters reported. 11:35:22</p> <p style="text-align: right;">Page 149</p>

1 Q. So does the -- who reports to the audit 11:35:25  
 2 committee about violations or suspected violations 11:35:29  
 3 of laws or corporate policies? 11:35:32  
 4 A. Whichever -- whichever of these 11:35:35  
 5 responsible parties was aware of them or conducted 11:35:37  
 6 any investigation. 11:35:43  
 7 Q. Go back a second. OGC? Who at OGC? 11:35:43  
 8 A. Normally it would be me. 11:35:48  
 9 Q. At finance, who at finance? 11:35:51  
 10 A. It would be the -- well, the -- the staff 11:35:55  
 11 contact with finance and the audit committee is the 11:36:01  
 12 secretary of the audit committee, so currently David 11:36:04  
 13 Warren and previously Rick Tedrick. 11:36:07  
 14 Q. So would you say that David Warren has the 11:36:09  
 15 responsibility to administer the whistleblower 11:36:13  
 16 policy and report to the audit committee on its 11:36:15  
 17 implementation? 11:36:16  
 18 A. He's -- he's certainly one of the 11:36:17  
 19 individuals, yes. 11:36:19  
 20 Q. Does he know that? 11:36:20  
 21 A. Yes. 11:36:22  
 22 Q. And how about HR? 11:36:24  
 23 A. They are very well aware. 11:36:27  
 24 Q. Who at H -- who -- I'm sorry. 11:36:28  
 25 Who at HR has the responsibility to 11:36:30  
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1 administer the policy and report to the audit 11:36:33  
 2 committee? 11:36:35  
 3 A. I'm sorry, the HR -- the HR director, 11:36:35  
 4 Linda Crouch, is the one who is involved. 11:36:39  
 5 Q. To your knowledge, were the concerns 11:36:49  
 6 raised by Colonel North with respect to the auditing 11:36:55  
 7 of the Brewer contracts presented to the audit 11:36:57  
 8 committee as a whistleblower concern? 11:37:03  
 9 A. We didn't regard Colonel North as a 11:37:06  
 10 whistleblower. Colonel North was -- you know, 11:37:09  
 11 Colonel North was a board member presenting -- 11:37:13  
 12 presenting concerns. 11:37:17  
 13 Q. And why would he not be a whistleblower if 11:37:22  
 14 he presented concerns with compliance with law, 11:37:26  
 15 policy, or -- or bylaws? 11:37:29  
 16 A. Well, at the time, the whistleblower 11:37:31  
 17 policy -- you know, and this -- I think this is one 11:37:40  
 18 of the issues that we -- that we worked to 11:37:44  
 19 strengthen in the 2020 policy. But at the time, the 11:37:46  
 20 whistleblower policy was, I think, primarily seen as 11:37:52  
 21 an employee matter. 11:37:56  
 22 Q. By whom? 11:37:57  
 23 A. Of course, employees -- employees are -- I 11:37:58  
 24 think generally employees are usually the ones who 11:38:02  
 25 are going to become aware of things first. 11:38:03  
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1 Q. But so here -- here's what the statute 11:38:07  
 2 says, Such policies provide that no director, 11:38:08  
 3 officer, employee, or volunteer of a corporation who 11:38:11  
 4 in good faith reports any action or suspected action 11:38:14  
 5 taken within the organization, illegal, fraudulent, 11:38:17  
 6 or in violation of adopted policy, shall suffer 11:38:20  
 7 intimidation, harassment, discrimination, or other 11:38:24  
 8 retaliation, or in the case of employees, adverse 11:38:25  
 9 employment consequence. 11:38:28  
 10 Would you agree with me that the 11:38:29  
 11 whistleblower policy must apply not only to 11:38:31  
 12 employees but to directors, officers, and 11:38:34  
 13 volunteers? 11:38:36  
 14 MR. CICILIANO (VIA ZOOM): I would 11:38:38  
 15 just object. First of all, I don't know what statute 11:38:38  
 16 you're referring to, so if you want to provide that 11:38:39  
 17 for the record, that would be great; and that, 11:38:42  
 18 second, just that it misstates testimony. 11:38:43  
 19 A. So -- so a couple of things about -- about 11:38:46  
 20 that -- about that statute. One is that -- well, I 11:38:48  
 21 think -- I think mainly -- I think the main point 11:38:54  
 22 about that statute is the phrase "good faith." As 11:38:56  
 23 we evaluated Colonel -- at the time Colonel North 11:39:00  
 24 was presenting these issues, Colonel North was also 11:39:03  
 25 simultaneously refusing to disclose his employment 11:39:07  
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1 contract with Ackerman McQueen, and so there's a -- 11:39:12  
 2 there was a significant question about -- about his 11:39:15  
 3 good faith in the matter. 11:39:19  
 4 Q. Okay. Apart from -- but the -- the issue 11:39:24  
 5 here is when Colonel North complained about the 11:39:25  
 6 Brewer contract, along with two other directors -- 11:39:30  
 7 let me go back a second. 11:39:37  
 8 Is it your testimony today as NRA that 11:39:39  
 9 there was no retaliation against Colonel North for 11:39:48  
 10 reporting his concerns about the Brewer contract? 11:39:51  
 11 MR. CICILIANO (VIA ZOOM): Just 11:39:57  
 12 objection to scope here. I don't think this falls 11:39:58  
 13 within any of the categories. 11:40:01  
 14 Q. You can answer, Mr. Frazer. 11:40:03  
 15 A. I'm trying to recall what Colonel North 11:40:06  
 16 alleges to have been retaliation. But Colonel 11:40:11  
 17 North -- you know, Colonel North wasn't -- wasn't 11:40:15  
 18 renominated to the board, but that was -- not to the 11:40:17  
 19 board but to the -- to the presidency. However, you 11:40:22  
 20 know, everyone has to be nominated independently -- 11:40:30  
 21 independently for office. And second of all, at the 11:40:32  
 22 time he wasn't renominated substantial -- as I said, 11:40:34  
 23 substantial issues about his -- about his good faith 11:40:37  
 24 had arisen based on his attempt to -- to extort 11:40:40  
 25 Wayne LaPierre. 11:40:47  
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<p>1 Q. After Mr. -- Colonel North raised the 11:40:49                  2 concerns about the Brewer contract, isn't it true 11:40:54                  3 that Mr. LaPierre called the directors of the NRA to 11:40:57                  4 advocate that he should not be re-elected as the 11:41:03                  5 president of the NRA? 11:41:06                  6 MR. CICILIANO (VIA ZOOM): Objection; 11:41:09                  7 outside the scope. Which one does this go to, 11:41:09                  8 Counsel? 11:41:12                  9 MR. SHEEHAN (VIA ZOOM): Compliance 11:41:13                  10 program, compliance of the statute. 11:41:15                  11 MR. CICILIANO (VIA ZOOM): It goes to 11:41:16                  12 the compliance program in what way? That anything 11:41:18                  13 that happens in the NRA is technically subject to the 11:41:19                  14 compliance program and can be -- 11:41:21                  15 MR. SHEEHAN (VIA ZOOM): I'm not going 11:41:22                  16 to argue with you. All right? 11:41:24                  17 Q. Mr. Frazer, can you answer the question, 11:41:25                  18 please? 11:41:27                  19 MR. CICILIANO (VIA ZOOM): Well, I 11:41:27                  20 mean, I'm objecting it's outside the scope, so if 11:41:28                  21 you're asking for the NRA, he is not providing the 11:41:31                  22 NRA stance on that. 11:41:34                  23 MR. MASON (VIA ZOOM): Dylan, I 11:41:34                  24 would -- Dylan, I would also note that it goes to 11:41:35                  25 topic number 6 of Ackerman's notice which the New 11:41:39                  Page 154</p>	<p>1 knowledge, they're going to ask you about it in three 11:42:40                  2 days anyways. 11:42:43                  3 A. Yeah, I don't have personal knowledge of 11:42:44                  4 what calls Mr. LaPierre made. 11:42:45                  5 Q. In your experience as the general counsel 11:42:49                  6 of the NRA, has Mr. LaPierre ever retaliated against 11:42:52                  7 a director, officer, employee for raising concerns 11:42:56                  8 about compliance by the NRA with any adopted policy 11:43:01                  9 of the corporation or illegal fraudulent conduct? 11:43:04                  10 A. And, I'm sorry, I couldn't quite hear that 11:43:09                  11 at the end so -- because -- 11:43:11                  12 Q. Let me -- let me try it again. 11:43:12                  13 A. -- where you were with respect to the 11:43:13                  14 microphone. 11:43:15                  15 Q. During the time that you have been general 11:43:15                  16 counsel of the NRA, have you ever observed 11:43:17                  17 Mr. LaPierre retaliating against an employee who 11:43:22                  18 reported -- I'm sorry. Let me start again. 11:43:27                  19 During the time you have been the general 11:43:30                  20 counsel of the NRA, have you ever observed or 11:43:31                  21 been -- received reports of any director, officer, 11:43:33                  22 employee, or volunteer of the corporation be 11:43:37                  23 retaliated against for reporting action or suspected 11:43:40                  24 action which was illegal, fraudulent, or in 11:43:44                  25 violation of any adopted policy of the NRA? 11:43:46                  Page 156</p>
<p>1 York AG cross-noticed and we did with theirs. 11:41:42                  2 Q. Mr. Frazer? 11:41:47                  3 A. Can I review -- 11:41:51                  4 MR. CICILIANO (VIA ZOOM): Yeah. 11:41:51                  5 A. -- the topic here? 11:41:52                  6 MR. CICILIANO (VIA ZOOM): Yeah. The 11:41:53                  7 topic is the existence, review, documentation, 11:41:53                  8 evaluation of all whistleblower complaints since 11:41:55                  9 January 1, 2018. 11:41:59                  10 So you're asking -- it's not what they 11:42:00                  11 did to existence, the review, documentation, or the 11:42:02                  12 evaluation. That goes beyond that. 11:42:04                  13 A. And I'm sorry -- 11:42:10                  14 MR. SHEEHAN (VIA ZOOM): The 11:42:11                  15 plaintiffs actions by the NRA. That's -- anyway, so 11:42:11                  16 are you going to direct him not to answer? 11:42:15                  17 MR. CICILIANO (VIA ZOOM): Can you 11:42:17                  18 restate the question? 11:42:18                  19 Q. Did Mr. LaPierre, after Colonel North 11:42:19                  20 raised concerns about the Brewer contract, contact 11:42:25                  21 members of the board of directors to urge them to 11:42:27                  22 vote against Mr. North for re-election as president? 11:42:30                  23 MR. CICILIANO (VIA ZOOM): So I will 11:42:35                  24 direct the witness it's outside the scope. 11:42:36                  25 To the extent you have personal 11:42:39                  Page 155</p>	<p>1 A. Other than the allegations by Colonel 11:43:48                  2 North, no. 11:43:52                  3 Q. Yes. 11:43:52                  4 Okay. During the time period of 2018 to 11:43:53                  5 the present, does the NRA have any confidential 11:44:04                  6 reporting system for whistleblowers? 11:44:08                  7 A. Yes. The -- the policy says that reports 11:44:12                  8 can be made anonymously as to how that's done and it 11:44:17                  9 has happened. It's very old school. And, you know, 11:44:22                  10 we may receive a -- you know, an anonymous piece of 11:44:27                  11 paper under our doors or something like that. 11:44:47                  12 Q. What record does the NRA maintain of those 11:44:34                  13 both -- of the confidential reports? 11:44:39                  14 A. You know, thinking about -- thinking about 11:44:50                  15 the last few years, I know we have had a couple -- 11:44:52                  16 you know, as an attorney and a pack rat by nature, I 11:44:57                  17 don't -- I don't destroy things. So they would be 11:45:01                  18 filed probably under some kind of audit committee 11:45:05                  19 file to discuss and/or with any email exchanges 11:45:08                  20 about the matter that I might have as -- as we 11:45:13                  21 investigate it with HR or whoever -- whoever 11:45:15                  22 originated the matter. 11:45:18                  23 Q. Can you tell me sitting in the role of NRA 11:45:19                  24 today how many confidential submissions have been 11:45:23                  25 received from whistleblowers at the NRA during 2018 11:45:28                  Page 157</p>

1 or 2019? 11:45:31  
 2 A. So confidential submissions in 2018 to 11:45:32  
 3 2019. So I am -- I'm not certain of the time frame, 11:45:39  
 4 but I can recall -- I think I can only recall one 11:45:48  
 5 that falls in that time frame. 11:45:54  
 6 Q. And who was that from? 11:45:56  
 7 A. Huh? 11:45:58  
 8 Q. What was it about? 11:45:58  
 9 A. It was anonymous. 11:46:00  
 10 Q. What was it about? 11:46:01  
 11 A. It was -- it was an allegation that -- 11:46:08  
 12 that an employee essentially wasn't working hard 11:46:07  
 13 enough. The person supposedly was out of the office 11:46:11  
 14 all the time and -- and so on, and we reviewed it 11:46:14  
 15 with the person's supervisor who was, you know, 11:46:20  
 16 working very closely with the individual and found 11:46:23  
 17 it to be unfounded. 11:46:26  
 18 Q. Okay. So if I were to ask you -- so 11:46:30  
 19 confidential does not just include anonymous. 11:46:32  
 20 Are there other confidential whistleblower 11:46:35  
 21 submissions, meaning that they're maintained in your 11:46:37  
 22 system, during 2018 and 2019? 11:46:39  
 23 A. Again -- again with some uncertainty about 11:46:45  
 24 the time frames, but yes. 11:46:47  
 25 Q. And can you tell me the -- how many? 11:46:52  
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1 A. Well, would this -- would this -- does 11:46:57  
 2 your question include the matters that were raised 11:47:05  
 3 directly with the audit committee and its meetings 11:47:07  
 4 in -- meeting in 2018. 11:47:09  
 5 Q. Yes. 11:47:11  
 6 A. Okay. So there were all of those, however 11:47:12  
 7 you want to count those, and I can recall one other 11:47:16  
 8 that I think was in that time frame. 11:47:23  
 9 Q. Just one -- just one other confidential 11:47:26  
 10 submission? 11:47:28  
 11 A. That's right. 11:47:30  
 12 Q. Do the -- did Ms. Crouch and -- I'm sorry, 11:47:30  
 13 who was the -- I see you and I see -- who was the 11:47:37  
 14 finance person to get these complaints? Mr. Warren? 11:47:41  
 15 A. David Warren currently and Rick Tedrick 11:47:43  
 16 before him. 11:47:46  
 17 Q. How many complaint -- how many 11:47:48  
 18 whistleblower -- how would you know if Mr. Warren or 11:47:49  
 19 Ms. Crouch received whistleblower complaints? 11:47:52  
 20 A. Two ways; either they would -- either they 11:47:54  
 21 would come to the Office of General Counsel seeking 11:47:59  
 22 assistance in investigating an issue or some legal 11:48:01  
 23 analysis about the -- about the issue or they would 11:48:04  
 24 bring it directly to the audit committee in which 11:48:10  
 25 case we would hear about it at the audit committee. 11:48:12  
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1 Q. Okay. So there's no central system for 11:48:15  
 2 reporting all these -- all these. 11:48:21  
 3 There's no central system for capturing 11:48:22  
 4 both the status of complaints and the resolution of 11:48:25  
 5 them; is that correct? 11:48:28  
 6 MR. CICILIANO (VIA ZOOM): Objection 11:48:31  
 7 to the extent it misstates testimony. 11:48:33  
 8 A. And I guess I'm not sure what -- what you 11:48:34  
 9 would say -- what you would characterize as a 11:48:36  
 10 system. You know, matters are received, matters are 11:48:39  
 11 reviewed, matters are appropriately reported. 11:48:43  
 12 Q. The statute also requires that the policy 11:48:46  
 13 be distributed to all officers, directors, 11:48:52  
 14 employees, and volunteers who provide services to 11:48:54  
 15 the corporation. 11:48:57  
 16 And do you know, has that been 11:48:57  
 17 accomplished? In other words -- 11:49:04  
 18 A. Certainly been -- 11:49:04  
 19 Q. I'm sorry. Go ahead, Mr. Frazer. 11:49:06  
 20 A. Yeah, it has certainly been accomplished 11:49:07  
 21 with respect to the -- with respect to the board. 11:49:10  
 22 Most of them were there when it was adopted. And 11:49:11  
 23 for those who weren't there, it's in the minutes 11:49:14  
 24 that are distributed to them, so the board has it 11:49:16  
 25 for sure. 11:49:18  
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1 With respect to employees, pretty much 11:49:19  
 2 immediately after it was adopted, we incorporated it 11:49:22  
 3 into the employee handbook, which is available 11:49:25  
 4 online, and we also emailed it directly to employees 11:49:28  
 5 as a significant policy change. 11:49:31  
 6 With respect to volunteers, that's a 11:49:35  
 7 challenge. We have -- you know, that's one level or 11:49:37  
 8 another tens of thousands of volunteers, so I'm not 11:49:41  
 9 sure quite how that would be done. 11:49:46  
 10 Q. Do you know if it was done? 11:49:48  
 11 A. Huh? Not to my knowledge. 11:49:50  
 12 Q. Do you know if it was done? 11:49:52  
 13 A. Not to my knowledge. 11:49:53  
 14 Q. Do you know if the compliance 11:50:00  
 15 presentation -- the two compliance presentations, 11:50:01  
 16 the one from July of '18 and the one from February 11:50:03  
 17 of '19, include any discussion of the whistleblower 11:50:07  
 18 policy? 11:50:09  
 19 A. Yes. 11:50:10  
 20 Q. And what's -- what's the answer, do they? 11:50:12  
 21 A. Yes, they did. We discussed it. 11:50:14  
 22 Q. Okay. 11:50:18  
 23 MR. SHEEHAN (VIA ZOOM): Stephen, can 11:50:22  
 24 you pull up the 2019 policy as Exhibit 2. 11:50:22  
 25 A. So I think our screen has gone to sleep 11:50:37  
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1 here. 11:50:39  
 2 Q. Okay. Maybe we should come back to this. 11:50:41  
 3 A. We're waking it up. 11:50:45  
 4 Q. Well, you know what, let's -- let's move 11:50:47  
 5 on to something else. 11:50:49  
 6 Does the NRA have a policy with respect to 11:50:55  
 7 honoring the restrictions on restricted assets? 11:50:58  
 8 A. Yes. 11:51:02  
 9 Q. And how does the NRA assure compliance 11:51:03  
 10 with the restrictions on restricted assets? 11:51:07  
 11 A. The financial services team tracks those 11:51:10  
 12 and -- tracks those and makes sure that those funds 11:51:15  
 13 are appropriately -- again, not being an accountant, 11:51:22  
 14 I lack -- I don't -- I don't have detailed knowledge 11:51:27  
 15 of this, but I know that they're tracked and 11:51:28  
 16 controlled by the finance team. 11:51:31  
 17 Q. So in terms of the compliance with the 11:51:33  
 18 terms of these restricted gifts required by New York 11:51:35  
 19 law, can you tell me what person has that 11:51:38  
 20 responsibility what individual? 11:51:43  
 21 A. It would be Ms. Rowling and her staff. 11:51:44  
 22 Q. Okay. And that -- you don't -- you 11:51:48  
 23 don't -- you, John Frazer, don't get involved in 11:51:50  
 24 those discussions, I take it? 11:51:54  
 25 A. Only if there's a specific question about 11:51:55  
 Page 162

1 A. I'm not aware of an investigation on that 11:53:26  
 2 subject. 11:53:33  
 3 Q. Why was there no investigation? 11:53:36  
 4 A. I don't know. 11:53:39  
 5 Q. Are you also aware of allegations in the 11:53:42  
 6 press about Mr. LaPierre bringing in people at the 11:53:44  
 7 NRA's expense to attend the annual convention and -- 11:53:49  
 8 for the time being. 11:54:00  
 9 Did the NRA consider whether Christopher 11:54:01  
 10 Cox was a whistleblower? 11:54:06  
 11 A. I don't think I have ever heard any 11:54:06  
 12 suggestion of that. 11:54:08  
 13 Q. The -- the 2019, 990 recites that there 11:54:14  
 14 were significant diversion of NRA assets. 11:54:17  
 15 And as part of the -- can you tell me how 11:54:22  
 16 those diversions were discovered? 11:54:25  
 17 MR. CICILIANO (VIA ZOOM): Objection; 11:54:28  
 18 scope. 11:54:29  
 19 Q. Or the compliance program is to identify 11:54:30  
 20 diversions and to form them up. 11:54:33  
 21 MR. CICILIANO (VIA ZOOM): And you 11:54:36  
 22 have -- you have another question that's on 11:54:37  
 23 specifically the Form 990 that Ms. Rowling has been 11:54:37  
 24 designated. 11:54:41  
 25 MR. SHEEHAN (VIA ZOOM): I'm sorry, I 11:54:41  
 Page 164

1 the -- about the terms of a particular endowment. 11:51:58  
 2 Q. During the period 2018 or 2019, did any 11:52:03  
 3 director or vendor claim they were retaliated 11:52:10  
 4 against for raising concerns about a violation of 11:52:14  
 5 any law, rule, regulation, bylaw, or policy of the 11:52:16  
 6 NRA? 11:52:20  
 7 A. There's Colonel North. 11:52:22  
 8 Q. Right. 11:52:23  
 9 A. And there were, I believe, three board 11:52:24  
 10 members who raised that concern. 11:52:33  
 11 Q. And how did they raise that concern? The 11:52:36  
 12 three board members, how did they raise that 11:52:38  
 13 concern? 11:52:42  
 14 A. In a -- in a joint resignation letter. 11:52:44  
 15 Q. What was the concern that they raised? 11:52:49  
 16 A. You know, without referring to the letter, 11:52:52  
 17 I don't remember exactly which issue or issues 11:52:58  
 18 they -- they wrote down there. 11:53:04  
 19 Q. Okay. Speaking as the NRA, though, your 11:53:06  
 20 recollection is they raised a -- they raised a 11:53:09  
 21 question of retaliation; is that correct? 11:53:12  
 22 A. Yes. 11:53:14  
 23 Q. And what investigation did you undertake 11:53:16  
 24 or did the NRA undertake to determine whether those 11:53:18  
 25 allegations of retaliation were accurate? 11:53:21  
 Page 163

1 want to ask -- 11:54:41  
 2 Q. This guy is in charge of the compliance 11:54:42  
 3 program. I want to know what you do with the issue 11:54:43  
 4 of significant diversions. 11:54:49  
 5 MR. CICILIANO (VIA ZOOM): Counsel, 11:54:54  
 6 I'm not stopping you, I'm just placing my objection. 11:54:54  
 7 So go ahead. 11:54:58  
 8 A. So -- I'm sorry, can you repeat the 11:55:00  
 9 question. 11:55:00  
 10 Q. What does the compliance -- what is the 11:55:01  
 11 compliance, how are the diversions discussed in 11:55:04  
 12 2019, 990 discovered by the NRA? 11:55:07  
 13 A. So can -- I don't have the 990 in front of 11:55:11  
 14 me. Can you tell me which -- remind me of what -- 11:55:14  
 15 what the specific statement is there? 11:55:19  
 16 Q. Sure. One second. 11:55:20  
 17 What it states is that Part IV -- Part VI, 11:55:36  
 18 line 5 -- this is on Schedule O, National Rifle 11:55:37  
 19 Association became aware during 2019 of a 11:55:42  
 20 significant diversion of its assets during 2019 and 11:55:43  
 21 for prior calendar years. And then it says, See 11:55:46  
 22 Schedule L. In addition, a staff employee (who was 11:55:48  
 23 not a disqualified person) diverted \$41,820 from the 11:55:51  
 24 NRA but has fully repaid the organization. 11:55:56  
 25 So my question for you is: How are these 11:55:58  
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<p>1 transactions discovered -- and that's with respect 11:56:05                  2 to both the -- I think we have covered that 11:56:07                  3 already -- by the individuals who engaged in these 11:56:13                  4 transactions still employed by the NRA. 11:56:20                  5 Well, if we go through, each of the page 11:56:22                  6 on Schedule L, Wayne LaPierre is still employed by 11:56:23                  7 the NRA, correct? 11:56:27                  8 A. Yes. 11:56:28                  9 Q. And apart from having to repay the money 11:56:28                  10 years later, there has been no discipline imposed 11:56:32                  11 upon him as a result of those charges correct? 11:56:35                  12 A. No. 11:56:37                  13 Q. And Millie Hallow, who is -- has a series 11:56:38                  14 of diversions, still works for the NRA; is that 11:56:43                  15 correct? 11:56:47                  16 A. Yes. 11:56:47                  17 Q. And she's had no discipline imposed upon 11:56:48                  18 her as a result of those diversions; is that 11:56:51                  19 correct? 11:56:53                  20 MR. CICILIANO (VIA ZOOM): Objection 11:56:53                  21 to the extent it misstates testimony. 11:56:55                  22 Go ahead. 11:56:56                  23 A. Not to -- not to my knowledge. Maybe I 11:56:56                  24 should limit that. Not to my personal knowledge 11:57:03                  25 because I don't know -- I don't know what 11:57:04                  Page 166</p>	<p>1 Q. With respect to Mr. DeBergalis, do you 11:58:10                  2 know if any discipline was imposed upon 11:58:15                  3 Mr. DeBergalis for the charges that -- that are 11:58:17                  4 listed on Schedule L? 11:58:20                  5 A. Well, no, but that would be highly 11:58:21                  6 premature because it's an issue that's still under 11:58:24                  7 investigation. 11:58:26                  8 Q. What reporting has the NRA made to its 11:58:34                  9 employees, vendors, or board members concerning 11:58:36                  10 the -- any discipline imposed upon NRA employees? 11:58:40                  11 MR. CICILIANO (VIA ZOOM): Objection; 11:58:45                  12 vague, scope. 11:58:46                  13 A. Reporting to the board and who else did 11:58:49                  14 you say? 11:58:51                  15 Q. Employees -- employees, vendors, or board 11:58:52                  16 members. Let me go back. 11:58:55                  17 As part of the compliance program, one of 11:58:56                  18 the standards -- by the way, do you know what the 11:58:59                  19 seven standards are for compliance programs? 11:59:01                  20 A. Not off the top of my head. 11:59:04                  21 Q. One of the them is communication of 11:59:07                  22 discipline and enforcement of the policy. 11:59:09                  23 Do you know if there's any public 11:59:13                  24 communication of any discipline of any employee of 11:59:24                  25 the NRA for violating any policies or the compliance 11:59:16                  Page 168</p>
<p>1 conversations Mr. LaPierre may have had with her, 11:57:08                  2 for example. 11:57:11                  3 Q. But there has been no discipline, formal 11:57:11                  4 discipline -- let me go back. 11:57:14                  5 Within the NRA, if there's formal 11:57:16                  6 discipline of an employee, what is the role of 11:57:19                  7 general counsel in reviewing or approving that? 11:57:21                  8 A. You know, it depends on whether any legal 11:57:24                  9 advice is required in -- is required in relation to 11:57:27                  10 the discipline. Individual managers have 11:57:28                  11 considerable leeway to discipline -- to discipline 11:57:32                  12 employees. They usually work with human resources 11:57:33                  13 on that. If it's a simple matter that doesn't raise 11:57:37                  14 any legal issues or require legal advice, they'll 11:57:40                  15 just handle it direct. 11:57:44                  16 Q. That was the manager will handle it 11:57:44                  17 directly or the HR people will handle it direct? 11:57:46                  18 A. Manager in conjunction with HR. 11:57:48                  19 Q. So sitting here today as the NRA, you have 11:57:51                  20 no knowledge of any discipline imposed upon Millie 11:57:54                  21 Hallow as a result of these diversions? 11:57:59                  22 MR. CICILIANO (VIA ZOOM): And object 11:58:01                  23 again to scope. 11:58:03                  24 Go ahead. 11:58:03                  25 A. No. 11:58:04                  Page 167</p>	<p>1 requirements? 11:59:21                  2 A. Well, the board is certainly aware of Josh 11:59:26                  3 Powell's termination, as the staff is. You know, we 11:59:30                  4 don't report -- and then -- and then the board has 11:59:40                  5 certainly been briefed on legal matters involving 11:59:45                  6 vendors. Of course, that's, you know, a privileged 11:59:49                  7 discussion. 11:59:52                  8 Q. Go back. With respect to Josh Powell, 11:59:52                  9 what communication was made of the reason he was 11:59:55                  10 terminated to anybody? 11:59:57                  11 A. I don't -- I don't recall -- I don't 11:59:58                  12 recall what was done with respect to Powell. And I 12:00:08                  13 may have misstated. I'm not -- I'm not sure about 12:00:11                  14 that one. 12:00:13                  15 Q. You're not sure that it was ever 12:00:16                  16 communicated why Mr. Powell was terminated; is that 12:00:17                  17 accurate? 12:00:24                  18 A. Well, I don't think the reasons for his 12:00:25                  19 termination were communicated publicly. Of course, 12:00:29                  20 there are legal issues with doing that. 12:00:33                  21 Q. What are the legal issues with doing that? 12:00:35                  22 MR. CICILIANO (VIA ZOOM): Objection; 12:00:38                  23 outside the scope, calls for a legal conclusion, 12:00:39                  24 invades the attorney-client privilege. 12:00:41                  25 Q. You just told me that you couldn't 12:00:45                  Page 169</p>

1 communicate it to employees because of the legal 12:00:47  
 2 concerns. 12:00:50  
 3 What were those legal concerns? 12:00:53  
 4 MR. CICILIANO (VIA ZOOM): Objection; 12:00:55  
 5 misstates testimony. 12:00:57  
 6 Go ahead. 12:00:57  
 7 A. Just as -- as a general matter, you know, 12:00:58  
 8 the concern would be whether -- whether anything 12:01:02  
 9 could give rise to a defamation action. 12:01:04  
 10 Q. Did the NRA communicate to its employees 12:01:13  
 11 the fact that Mr. -- Mr. LaPierre had been found to 12:01:16  
 12 have violated the famous disqualified person 12:01:21  
 13 standard? 12:01:27  
 14 A. No. 12:01:30  
 15 Q. Why not? 12:01:31  
 16 MR. CICILIANO (VIA ZOOM): Objection 12:01:34  
 17 to the extent it calls for attorney-client privilege. 12:01:35  
 18 A. It's -- it's -- 12:01:39  
 19 MR. CICILIANO (VIA ZOOM): And outside 12:01:44  
 20 the scope. 12:01:46  
 21 A. You know, I can't tell you a reason why on 12:01:48  
 22 that. Communicating about employee matters is just 12:01:52  
 23 not -- is just not our normal practice, specific -- 12:01:55  
 24 specific criticisms of specific individuals. 12:02:02  
 25 Q. So here you have a -- here you have a 12:02:07  
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1 policy, the buck stops here and Mr. LaPierre is 12:02:09  
 2 responsible for implementing as the -- as the 12:02:14  
 3 executive VP, and you have a policy which he himself 12:02:16  
 4 violated. 12:02:19  
 5 In a compliance program, do you think it's 12:02:21  
 6 appropriate when the most senior person violates 12:02:26  
 7 your policy is not to tell employees that you have 12:02:28  
 8 taken action as a result? 12:02:30  
 9 MR. CICILIANO (VIA ZOOM): I would 12:02:32  
 10 just object; calls for speculation and 12:02:33  
 11 characterization of what occurred, incomplete 12:02:34  
 12 hypothetical. 12:02:38  
 13 Q. Mr. Frazer? 12:02:40  
 14 MR. CICILIANO (VIA ZOOM): But to the 12:02:41  
 15 extent the NRA has a position, go ahead. 12:02:42  
 16 A. I don't know that we have a position on 12:02:44  
 17 it. 12:02:45  
 18 Q. With respect to the diversions identified 12:02:48  
 19 on Schedule L, did the NRA report any of those 12:02:51  
 20 transactions to law enforcement? 12:02:54  
 21 MR. CICILIANO (VIA ZOOM): I would 12:02:56  
 22 just, once again, object pursuant to the scope 12:02:57  
 23 objection we previously made. I think this is 12:03:01  
 24 outside the scope here. 12:03:05  
 25 Q. Mr. Frazer -- 12:03:06  
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1 MR. CICILIANO (VIA ZOOM): If there's 12:03:07  
 2 any investigative privilege. 12:03:07  
 3 Go ahead. 12:03:09  
 4 A. Not to my knowledge. 12:03:09  
 5 Q. Did it report any of the diversions to its 12:03:12  
 6 insurers? 12:03:18  
 7 A. To who? 12:03:18  
 8 Q. To its insurance companies. 12:03:18  
 9 A. The insurers are aware of a lot of these 12:03:20  
 10 matters to -- to -- you know, to the extent that 12:03:25  
 11 they involve claims against the NRA and issues come 12:03:26  
 12 up as counterclaims. 12:03:29  
 13 Q. That's fair. 12:03:30  
 14 But I guess what I'm looking for here is 12:03:31  
 15 you had employees who received improper payments. 12:03:36  
 16 And did you make any claim on a fidelity bond or on 12:03:41  
 17 a D&O policy with respect to those losses? 12:03:45  
 18 A. No. In the matters where we sought 12:03:49  
 19 recovery, we sought recovery directly from the 12:03:52  
 20 employer -- employee. 12:03:55  
 21 Q. Did you advise D&O carriers with respect 12:03:56  
 22 to the claims before you got the recovery? 12:03:59  
 23 MR. CICILIANO (VIA ZOOM): I would 12:04:02  
 24 just object as to outside the scope. 12:04:02  
 25 Q. Mr. Frazer? 12:04:07  
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1 A. The D&O carriers are aware of the Cox 12:04:12  
 2 matter where, of course, we haven't gotten a 12:04:16  
 3 recovery yet. And that's the only one I can think 12:04:20  
 4 of. 12:04:23  
 5 Q. How about with respect to Mr. LaPierre, 12:04:23  
 6 did you advise the D&O carriers of the claim against 12:04:25  
 7 Mr. LaPierre? 12:04:28  
 8 A. No. 12:04:29  
 9 Q. Did you advise the -- did you advise any 12:04:31  
 10 insurer of the claims against Millie Hallow? 12:04:35  
 11 MR. CICILIANO (VIA ZOOM): Just object 12:04:38  
 12 based on it's outside the scope. 12:04:40  
 13 A. Yeah -- no. 12:04:43  
 14 Q. Did you advise the D&O carriers of any 12:04:46  
 15 claim against Mr. DeBergalis? 12:04:48  
 16 A. No. 12:04:51  
 17 MR. CICILIANO (VIA ZOOM): Same 12:04:51  
 18 objection. 12:04:52  
 19 Q. In various years, the NRA has settled 12:04:55  
 20 claims involving allegations of sexual harassment or 12:04:57  
 21 sex discrimination of former employees. 12:05:00  
 22 Was the Office of Counsel aware of each of 12:05:02  
 23 these settlements? 12:05:04  
 24 A. Yes. 12:05:06  
 25 Q. And did the Office of Counsel have to 12:05:08  
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1 approve each of these settlements? 12:05:10  
 2 MR. CICILIANO (VIA ZOOM): I would 12:05:13  
 3 just object to outside the scope and the timing on 12:05:14  
 4 your question. 12:05:16  
 5 A. I would -- I would also -- I would also 12:05:18  
 6 disagree with the characterization of sexual 12:05:25  
 7 harassment, but -- 12:05:28  
 8 (Cell phone chatter.) 12:05:34  
 9 MR. CICILIANO (VIA ZOOM): Hey, 12:05:34  
 10 Greg -- sorry, Greg, you're talking right now. We 12:05:35  
 11 can hear you. 12:05:37  
 12 Q. Can we -- Mr. Frazer -- 12:05:37  
 13 A. Can we wait until Mr. Garman mutes? 12:05:37  
 14 MR. CICILIANO (VIA ZOOM): Yeah, let 12:05:54  
 15 me -- let me try to get Greg Garman's attention. 12:05:54  
 16 Greg, you're talking and we can hear 12:05:57  
 17 you. 12:05:59  
 18 Is he muted now? 12:06:05  
 19 Sorry, Mr. Sheehan, go ahead. 12:06:11  
 20 Q. With respect to allegations of sexual 12:06:13  
 21 harassment or sexual discrimination alleged by 12:06:15  
 22 employees or former employees of the NRA, did the 12:06:19  
 23 N -- did the general counsel's office have to 12:06:23  
 24 approve each such settlements? 12:06:24  
 25 MR. CICILIANO (VIA ZOOM): Objection; 12:06:27  
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1 I -- objection to the extent that it mischaracterizes 12:06:30  
 2 and assumes facts not in evidence. 12:06:32  
 3 Q. Mr. Frazer -- 12:06:34  
 4 A. Yes, we would be -- yes, we would be 12:06:34  
 5 involved in any settlement on those issues. 12:06:35  
 6 Q. And did the -- did the NRA report to its 12:06:38  
 7 board each of the settlements of the sexual 12:06:42  
 8 harassment or sexual discrimination claim? 12:06:45  
 9 MR. CICILIANO (VIA ZOOM): Objection; 12:06:47  
 10 outside the scope. 12:06:47  
 11 Time frame, Counsel? 12:06:48  
 12 MR. SHEEHAN (VIA ZOOM): 2018, 2019, 12:06:54  
 13 2020, and 2021. 12:06:56  
 14 Q. Mr. Frazer? 12:07:00  
 15 A. So in -- in twenty -- again, excuse me 12:07:01  
 16 sorting out the time frames. But in -- in 2020, we 12:07:13  
 17 settled a discrimination matter which -- and 12:07:18  
 18 reported that to the -- reported to the legal 12:07:26  
 19 affairs committee in our -- in the committee report. 12:07:29  
 20 Q. In other words, reported the allegations 12:07:34  
 21 on the settlement? 12:07:36  
 22 A. Okay. We reported that -- I'm trying to 12:07:38  
 23 picture the description, but we reported that -- 12:07:41  
 24 that an allegation had been made and that it had 12:07:43  
 25 been settled. 12:07:48  
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1 Q. Okay. How do you flag -- as part of your 12:07:48  
 2 compliance program, how do you flag related party 12:07:55  
 3 contracts? 12:07:58  
 4 A. Couple of ways. One is self-reporting on 12:08:00  
 5 the -- on the questionnaire. Another is -- yeah, 12:08:03  
 6 one is self-reporting by the related parties 12:08:11  
 7 themselves. 12:08:14  
 8 Another is by, you know, awareness of a 12:08:15  
 9 relationship on the part of the financial services 12:08:20  
 10 team if they're asked to make a payment. 12:08:22  
 11 And then the third is that it's part of 12:08:25  
 12 our ongoing compliance improvements, you know, both 12:08:35  
 13 the -- I mean really just feeding into both of the 12:08:41  
 14 items I mentioned before, both the related parties 12:08:44  
 15 and the employees who are asked to enter into 12:08:48  
 16 contracts are trained to be aware of these 12:08:51  
 17 transactions. 12:08:54  
 18 Q. So when your compliance director or 12:08:55  
 19 compliance person, Josh Powell, arranged for the 12:09:00  
 20 hiring of his spouse by McKenna, what -- how did -- 12:09:02  
 21 how did you, meaning -- I'm going to say you the 12:09:08  
 22 general counsel, first learn of the hiring by 12:09:12  
 23 McKenna of Mr. Powell's spouse? 12:09:14  
 24 A. Mr. Powell disclosed it sometime after it 12:09:17  
 25 occurred. 12:09:20  
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1 Q. How much after? 12:09:21  
 2 A. I'm not a hundred percent certain, but I 12:09:25  
 3 believe it was a number of months. 12:09:28  
 4 MR. CICILIANO (VIA ZOOM): Hey, 12:09:29  
 5 Counsel, just to the extent you find a good stopping 12:09:30  
 6 point, our lunch is here. 12:09:32  
 7 MR. SHEEHAN (VIA ZOOM): Okay. Yeah, 12:09:34  
 8 that's -- lunch being here is a good time to take a 12:09:36  
 9 break. Let's go ahead. 12:09:38  
 10 And what's our -- want to do 30 or 12:09:39  
 11 40 minutes? What's your plan? 12:09:42  
 12 MR. CICILIANO (VIA ZOOM): Do you have 12:09:44  
 13 a preference outside of that? 12:09:45  
 14 THE WITNESS (VIA ZOOM): Whatever -- 12:09:48  
 15 whatever, you know, works to get through the 12:09:48  
 16 proceedings. 12:09:49  
 17 MR. CICILIANO (VIA ZOOM): He would 12:09:50  
 18 rather get through faster, so he may skip lunch 12:09:52  
 19 giving his druthers, but let's do 30. 12:09:53  
 20 MR. SHEEHAN (VIA ZOOM): Thirty. 12:09:58  
 21 Okay. It will be 1:40 on Eastern time, 12:40 on your 12:09:58  
 22 time. 12:10:05  
 23 Thank you very much, Mr. Frazer, and 12:10:05  
 24 I'll see you again. 12:10:05  
 25 THE VIDEOGRAPHER (VIA ZOOM): We're 12:10:05  
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1 going off the record at 12:10. We're off the record. 12:10:10  
 2 (Recess 12:10 p.m. to 12:46 p.m.) 12:10:22  
 3 THE VIDEOGRAPHER (VIA ZOOM): We are 12:46:09  
 4 back on the record at 12:46. 12:46:19  
 5 Q. All right. Mr. Frazer, before the break, 12:46:25  
 6 we were talking about the calculation of the amounts 12:46:27  
 7 due from Mr. Wayne LaPierre back to the NRA as 12:46:32  
 8 payments and disqualified -- excess payments to 12:46:38  
 9 disqualified persons. 12:46:42  
 10 Is it accurate that the only people who 12:46:43  
 11 reviewed and determined the amounts to be repaid 12:46:45  
 12 were Mr. Brewer and Mr. LaPierre? 12:46:49  
 13 A. No, it's not Mr. Brewer and Mr. LaPierre. 12:46:54  
 14 I mentioned before the break our tax counsel, Don 12:46:57  
 15 Lan at Lan Smith Sosolik. I hope I'm pronouncing 12:47:02  
 16 that right. 12:47:08  
 17 And -- and actually, as I think about it, 12:47:08  
 18 I know Mr. LaPierre's tax advisor was involved at 12:47:11  
 19 some point. And I don't know -- I don't know that 12:47:15  
 20 there weren't others. There may have been others. 12:47:18  
 21 Those are the ones I know about. 12:47:20  
 22 Q. The NRA doesn't know or you don't know? 12:47:20  
 23 A. I don't know personally. 12:47:24  
 24 Q. Okay. Would you agree with me that in 12:47:27  
 25 a -- in a discussion about how much money 12:47:30

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1 Mr. LaPierre got improperly and how much he has to 12:47:33  
 2 pay back to the NRA, that Mr. LaPierre's personal 12:47:38  
 3 interests are in conflict with the interest of the 12:47:43  
 4 NRA? 12:47:46  
 5 MR. CICILIANO (VIA ZOOM): Objection 12:47:46  
 6 to the extent it calls for a legal conclusion. 12:47:48  
 7 You can answer to the extent the NRA 12:47:50  
 8 has a position. 12:47:52  
 9 A. I don't have that we have a position on 12:47:52  
 10 it. You know, I don't want to say what his position 12:47:54  
 11 on it is. Obviously he wants to look out for the 12:47:57  
 12 best interest of the NRA at all times as well. 12:48:01  
 13 Q. Would you agree that when the interests of 12:48:03  
 14 the NRA come into conflict with a financial interest 12:48:05  
 15 of someone positioned to influence decision making, 12:48:08  
 16 it requires thorough disclosure and board oversight? 12:48:10  
 17 MR. CICILIANO (VIA ZOOM): Objection; 12:48:14  
 18 incomplete hypothetical, calls for speculation, and 12:48:14  
 19 it's outside the scope. 12:48:18  
 20 Q. Mr. Frazer? 12:48:20  
 21 A. Yes, I mean, I think there was thorough 12:48:22  
 22 disclosure. You know, there was disclosure on the 12:48:24  
 23 990. 12:48:28  
 24 Q. But -- no, but thorough disclosure by the 12:48:29  
 25 people participating in the transaction at the time 12:48:33

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1 it happened, did that happen? 12:48:35  
 2 MR. CICILIANO (VIA ZOOM): Objection; 12:48:37  
 3 vague. 12:48:38  
 4 A. The transaction, you meaning -- do you 12:48:39  
 5 mean the original flights? 12:48:41  
 6 Q. No, the agreement to -- to pay and to 12:48:43  
 7 accept the \$300,000 amount as the appropriate 12:48:46  
 8 repayment of the excess payments to disqualified 12:48:49  
 9 persons. 12:48:52  
 10 A. I have to say that the -- that the full 12:48:54  
 11 range of communications with -- of -- you know, with 12:48:57  
 12 everyone involved about this was outside my 12:49:00  
 13 preparation for this. But -- so I can't sit here 12:49:03  
 14 and say that the people I listed were the only ones 12:49:08  
 15 involved. 12:49:10  
 16 And I'm sure that in the ordinary course 12:49:12  
 17 of -- of events as we observed them at the NRA, 12:49:16  
 18 Mr. LaPierre would talk to the board leadership 12:49:18  
 19 about this type of matter as well. 12:49:22  
 20 Q. As -- testifying as the NRA 12:49:24  
 21 representative, do you know if he had a conversation 12:49:26  
 22 with the board leadership about the obligation to 12:49:28  
 23 repay the \$300,000 to the NRA -- 12:49:31  
 24 A. I do not know that. 12:49:31  
 25 Q. -- prior to entering into the agreement, 12:49:36

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1 prior to making the payment? 12:49:37  
 2 A. I -- I don't know. Again, no, under -- 12:49:41  
 3 under my preparation. 12:49:43  
 4 Q. Okay. And the calculation of the amount 12:49:45  
 5 due, was that done by the Brewer firm? 12:49:47  
 6 MR. CICILIANO (VIA ZOOM): Objection 12:49:52  
 7 to the extent it calls for attorney-client privilege. 12:49:54  
 8 A. No, it didn't. No, it wasn't. 12:49:57  
 9 Q. Who did it? 12:49:59  
 10 A. It was done based on -- I believe it was 12:50:02  
 11 done by Lan Smith Sosolik primarily. 12:50:06  
 12 Q. I'm sorry, remind me of the -- who are 12:50:11  
 13 they? 12:50:14  
 14 A. They're the tax -- they're outside tax 12:50:14  
 15 counsel. 12:50:16  
 16 Q. And they did the investigation? 12:50:21  
 17 A. They reviewed -- they reviewed the 12:50:25  
 18 information about the flights and, you know, 12:50:28  
 19 analyzed the -- the business purposes and -- and 12:50:34  
 20 performed the calculations. You know, there was an 12:50:39  
 21 interest calculation and so on too. 12:50:41  
 22 Q. Did -- did Lan Sosolik consider the 12:50:45  
 23 other -- did they consider anything except the 12:50:48  
 24 flights -- 12:50:51  
 25 MR. CICILIANO (VIA ZOOM): I would 12:50:51

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<p>1 just -- 12:50:51                  2 Q. -- in determining what was due to be 12:50:52                  3 repaid? 12:50:54                  4 MR. CICILIANO (VIA ZOOM): I would 12:50:55                  5 just object to the extent it calls for 12:50:56                  6 attorney-client privilege, work product. 12:50:58                  7 A. And I'm sorry, I have to say that's 12:51:00                  8 outside the scope of what I prepared for. 12:51:01                  9 Q. Did Mr. LaPierre disqualify himself from 12:51:05                  10 being involved in those discussions about how much 12:51:09                  11 was to be repaid? 12:51:11                  12 A. Well, he had to be involved to a degree 12:51:13                  13 because -- because there was -- you know, his -- his 12:51:15                  14 recollection and understanding of the purposes of 12:51:19                  15 flights and so on was an important part of that. 12:51:21                  16 Q. But the negotiation -- he handled the 12:51:29                  17 negotiation on behalf of the NRA, correct, with 12:51:34                  18 himself? 12:51:37                  19 A. I don't know. Again, within my 12:51:38                  20 preparation for this deposition, I don't know who 12:51:40                  21 else from the NRA may have participated. 12:51:42                  22 Q. Would it be compliant with your compliance 12:51:48                  23 program for a person who has the direct financial 12:51:50                  24 interest in the outcome of this decision to 12:51:54                  25 participate in the decision? 12:51:57</p> <p style="text-align: right;">Page 182</p>	<p>1 by counsel and addressed to the audit committee. 12:53:50                  2 The -- the phrase "investigated by counsel," does 12:53:54                  3 that mean the general counsel or outside counsel? 12:53:57                  4 A. It would depend on what's appropriate for 12:54:00                  5 the case, for the matter. In my experience in 12:54:03                  6 that -- in that time frame, with the exception of 12:54:08                  7 the matters from the July 2018 audit committee 12:54:10                  8 meeting, which obviously involved heavy involvement 12:54:14                  9 by outside counsel, the other matters that I'm 12:54:17                  10 familiar with were handled in-house. 12:54:21                  11 Q. Okay. How did you make sure in addressing 12:54:23                  12 compliance matters raised by employees or directors 12:54:27                  13 of the NRA that your outside counsel complied with 12:54:31                  14 the prohibition on retaliation that is -- 12:54:35                  15 MR. CICILIANO (VIA ZOOM): And I 12:54:35                  16 would -- 12:54:35                  17 Q. -- contained in the New York statute? 12:54:40                  18 MR. CICILIANO (VIA ZOOM): And I would 12:54:42                  19 just caution not to reveal attorney-client 12:54:43                  20 communications. 12:54:45                  21 A. Yeah, I -- I have no information that any 12:54:49                  22 retaliation occurred. And obvious -- obvious -- 12:54:50                  23 obviously counsel who were engaged to investigate a 12:54:55                  24 whistleblower complaint presumably are, you know, 12:54:58                  25 presumably informed on the NRA whistleblower policy 12:55:01</p> <p style="text-align: right;">Page 184</p>
<p>1 A. I think the question would be whether he's 12:52:00                  2 participating in the decision versus whether he was, 12:52:01                  3 you know, providing information for the analysis. 12:52:06                  4 Q. And was he participating in the decision 12:52:09                  5 about how much he should repay? 12:52:13                  6 A. Again, I don't have an answer on that. 12:52:15                  7 Q. Meaning you don't know the answer? 12:52:20                  8 A. It's not -- 12:52:21                  9 Q. Does the NRA -- does the NRA know the 12:52:25                  10 answer to that question? 12:52:28                  11 A. I would -- I would -- I believe the NRA 12:52:29                  12 would know the answer to that, it's just not 12:52:30                  13 something I prepared for personally. 12:52:33                  14 Q. And with respect to Mr. Brewer, what was 12:52:35                  15 his role in determining the amount that was going to 12:52:38                  16 be repaid by Mr. LaPierre? 12:52:40                  17 MR. CICILIANO (VIA ZOOM): Objection 12:52:43                  18 to the extent it calls for attorney-client 12:52:45                  19 communications or work product. 12:52:48                  20 A. Yeah, I know he participated in some -- in 12:52:48                  21 some discussions, but I can't speak to his role more 12:52:50                  22 broadly than that. 12:52:54                  23 Q. Okay. Are there -- sorry. One second. 12:53:06                  24 In your compliance program, you say that 12:53:44                  25 since 2018, whistleblower concerns are investigated 12:53:47</p> <p style="text-align: right;">Page 183</p>	<p>1 and requirements of applicable law. 12:55:04                  2 Q. Presumably meaning that you're assuming 12:55:07                  3 that they know that, correct? 12:55:11                  4 A. I think that would be something that would 12:55:12                  5 fall in the level of minimum competence to handle a 12:55:15                  6 matter. 12:55:19                  7 Q. How do you know that they followed the 12:55:21                  8 whistleblower policy and the whistleblower statute 12:55:23                  9 with respect to the investigation of the -- of the 12:55:26                  10 2018 whistleblower complaints? 12:55:30                  11 A. The -- you know, well, the -- you're 12:55:41                  12 asking about a dog that doesn't bark. If the -- 12:55:42                  13 Q. It worked for Sherlock Holmes. 12:55:46                  14 A. Right. Right. You need the hat. 12:55:48                  15 The -- you know, look, if there was -- you 12:55:52                  16 know, to the extent there were any allegations to 12:55:56                  17 the contrary, we would -- we would look at those. 12:55:57                  18 But if -- but barring that, I -- you know, if I 12:56:00                  19 don't -- if I don't hear -- if I don't hear of a 12:56:04                  20 concern, I would have to assume there's no concern. 12:56:07                  21 Q. Did anyone ever express a concern to you 12:56:09                  22 about Bill Brewer being -- Bill Brewer or his firm 12:56:11                  23 retaliating or threatening witnesses? 12:56:14                  24 A. Yeah, Ms. Couple mines, Emily couple mines 12:56:18                  25 made some allegations along those lines. 12:56:23</p> <p style="text-align: right;">Page 185</p>

1 Q. And what did she say? 12:56:25  
 2 A. She sent -- you know, about seven months 12:56:27  
 3 after she left NRA employment, she sent a letter to 12:56:29  
 4 us, which I believe has been produced, which, you 12:56:33  
 5 know, appeared out of the blue making such claims. 12:56:37  
 6 Q. And what did you do to investigate those 12:56:41  
 7 claims? 12:56:44  
 8 A. Well, you know, it's an after-the-fact 12:56:46  
 9 claim by an -- by an ex-employee, and so you look at 12:56:49  
 10 it. And the question -- you know, not going line by 12:56:52  
 11 line from memory here, but the allegation -- but you 12:56:56  
 12 look at the allegations and you consider whether an 12:56:59  
 13 investigation is necessary. 12:57:02  
 14 If the allegations are, you know, 12:57:03  
 15 nonspecific or if they're matters that you're 12:57:06  
 16 already familiar with and understand the basis for 12:57:08  
 17 these -- for these suggestions, then, you know, 12:57:12  
 18 maybe no investigation of a particular item would be 12:57:15  
 19 necessary. 12:57:18  
 20 Q. Did you confront Mr. Brewer about the 12:57:19  
 21 allegations from Ms. Couple mines? 12:57:22  
 22 A. I believe we spoke about it at some point, 12:57:25  
 23 but after the letter came in, I wouldn't say 12:57:27  
 24 confront. 12:57:32  
 25 Q. Okay. When you say you spoke about it, 12:57:33  
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1 what was the discussion? 12:57:35  
 2 MR. CICILIANO (VIA ZOOM): Objection 12:57:37  
 3 to the extent it calls for attorney-client 12:57:37  
 4 communication and direct you not to answer. 12:57:39  
 5 A. Yeah, I don't think I can answer that 12:57:42  
 6 without talking about attorney-client communication. 12:57:42  
 7 Q. Mr. Frazer, you received an allegation 12:57:44  
 8 about Mr. Brewer's conduct -- 12:57:46  
 9 A. Uh-huh. 12:57:46  
 10 Q. -- in the furtherance of the NRA business. 12:57:48  
 11 A. Uh-huh. 12:57:48  
 12 Q. What did the NRA do about that allegation 12:57:51  
 13 of misconduct by Mr. Brewer? 12:57:54  
 14 MR. CICILIANO (VIA ZOOM): I would 12:57:57  
 15 just -- objection. The assumption there was that you 12:57:58  
 16 said misconduct -- or misconduct by Mr. Brewer as 12:58:00  
 17 opposed to alleged misconduct. 12:58:04  
 18 MR. SHEEHAN (VIA ZOOM): Okay. 12:58:04  
 19 MR. CICILIANO (VIA ZOOM): Yeah. 12:58:04  
 20 Q. Mr. Frazer, alleged misconduct. 12:58:06  
 21 A. I -- I think what I concluded was that 12:58:07  
 22 based on information that was already well known, 12:58:12  
 23 that there was no misconduct. 12:58:14  
 24 Q. What was the information you had that was 12:58:17  
 25 already well known? 12:58:18  
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1 A. It -- it was -- you know, it was the 12:58:21  
 2 whole -- well, it was particularized to individual 12:58:27  
 3 issues. You know, she had five, six, seven 12:58:30  
 4 paragraphs; I can't remember. And my answer to that 12:58:33  
 5 question would be different for each item, but we -- 12:58:38  
 6 generally -- you know, generally she was raising 12:58:42  
 7 issues. You know, and I respect Emily. I worked 12:58:45  
 8 with her for a number of years and learned a lot 12:58:49  
 9 from her, but -- but I felt that the issues in the 12:58:51  
 10 letter were stale. 12:58:53  
 11 Q. So did you ever ask Mr. Brewer whether he 12:58:55  
 12 maintained burn books on employees who complained or 12:58:59  
 13 expressed concerns about misconduct at the NRA? 12:59:02  
 14 MR. CICILIANO (VIA ZOOM): I would 12:59:05  
 15 just object based on attorney-client privilege and -- 12:59:06  
 16 and work product. 12:59:13  
 17 Q. Yeah. Yeah. Yeah. 12:59:10  
 18 Mr. Frazer? 12:59:11  
 19 A. Yeah, without -- without revealing any 12:59:11  
 20 privileged communications, I think that that 12:59:16  
 21 suggestion in the letter was based on a 12:59:20  
 22 misunderstanding of research that the firm conducted 12:59:23  
 23 on potential witnesses and individuals that it was 12:59:26  
 24 interviewing. 12:59:30  
 25 Q. What was the misunderstanding? 12:59:30  
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1 A. Huh? Well, the misunderstanding is that 12:59:34  
 2 researching -- you know, is the idea that 12:59:36  
 3 researching a person's background is intended to -- 12:59:39  
 4 you know, to produce damaging information that can 12:59:43  
 5 be used against them as opposed to simply 12:59:45  
 6 understanding that the -- you know, the background 12:59:48  
 7 of the individual you're talking to and knowing 12:59:50  
 8 where they're coming from. 12:59:52  
 9 Q. And in order to determine the intent of 12:59:54  
 10 the -- gathering that information, don't you need to 12:59:57  
 11 know what the -- the thoughts or -- or intention of 13:00:01  
 12 the doer are? 13:00:06  
 13 MR. CICILIANO (VIA ZOOM): Just 13:00:07  
 14 objection; calls for speculation, outside the scope. 13:00:09  
 15 A. And, you know, and I think that from 13:00:13  
 16 working with the firm for, at that point, more than 13:00:16  
 17 a year, reviewing their billing monthly and so on, I 13:00:20  
 18 think I had an understanding of the -- of the 13:00:24  
 19 intention of all of their research. 13:00:26  
 20 Q. Did you ask Mr. Brewer about the burn 13:00:29  
 21 books? 13:00:32  
 22 A. Huh? 13:00:33  
 23 MR. CICILIANO (VIA ZOOM): Objection 13:00:33  
 24 to the extent it calls for attorney-client privilege 13:00:35  
 25 and work product. 13:00:38  
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1 A. I don't remember. 13:00:39  
 2 Q. Did you ask him? Okay. 13:00:39  
 3 Did you reach out to Ms. Couple mines and 13:00:41  
 4 ask her for more detail about the allegations in her 13:00:44  
 5 letter? 13:00:48  
 6 A. No. I had tried to reach to -- to contact 13:00:49  
 7 Ms. Couple mines about some -- about a previous 13:00:53  
 8 issue and had been unsuccessful. She changed her 13:00:55  
 9 phone number and didn't respond to online messages. 13:01:00  
 10 Q. So did you send a letter to her to ask her 13:01:03  
 11 for more detail about these allegations? 13:01:06  
 12 A. Well, just to be clear, but my efforts to 13:01:12  
 13 contact her were prior to receiving that letter as I 13:01:15  
 14 recall. 13:01:18  
 15 Q. Understood. 13:01:18  
 16 So now you have a letter saying 13:01:19  
 17 Mr. Brewer's engaged in misconduct, and she's asking 13:01:20  
 18 you to -- to become aware of it and to address it. 13:01:25  
 19 Did you -- did you make any effort to 13:01:28  
 20 contact her after you got the letter? 13:01:29  
 21 A. No. 13:01:32  
 22 Q. Okay. To your knowledge, are the security 13:01:34  
 23 contracts entered into by the NRA since beginning of 13:01:45  
 24 2018 consistent with the compliance policy? 13:01:49  
 25 A. Can you clarify which policy you're 13:01:54  
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1 referring to? 13:01:56  
 2 Q. Okay. So the -- the policy I'm referring 13:01:57  
 3 to is that articulated in the July -- July 2018 13:01:59  
 4 PowerPoint submitted to employees. 13:02:04  
 5 A. You mean, taken as a whole? 13:02:08  
 6 Q. Yeah. 13:02:11  
 7 A. Okay. 13:02:11  
 8 Q. Right. 13:02:12  
 9 A. Right. Security contracts entered into -- 13:02:12  
 10 and -- and what was your time frame? 13:02:18  
 11 Q. Beginning in -- the beginning of 2018 to 13:02:20  
 12 the present. 13:02:23  
 13 A. To the extent that -- to the extent -- 13:02:29  
 14 again, I have to -- I know I'm the 30(b)(6) witness, 13:02:35  
 15 but to a degree here, I have to, you know, limit 13:02:38  
 16 myself to what I'm personally aware of. 13:02:46  
 17 For the contracts that entered into after 13:02:48  
 18 that time that I'm familiar with, I think they are 13:02:51  
 19 compliant. 13:02:54  
 20 Q. Did the NRA ever engage an independent 13:02:58  
 21 security consultant with respect to Mr. LaPierre's 13:03:05  
 22 safety? 13:03:08  
 23 MR. CICILIANO (VIA ZOOM): I would 13:03:11  
 24 just object as overbroad and outside the scope. 13:03:11  
 25 A. Yes -- yes, we did. 13:03:15  
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1 Q. Who was it? 13:03:17  
 2 A. I'm sorry, I don't have the name. 13:03:20  
 3 Q. When was it? 13:03:21  
 4 A. There was -- and it may have been more 13:03:24  
 5 than one and at least one of those was in 2019. 13:03:27  
 6 Q. And what was the nature of their analysis? 13:03:32  
 7 MR. CICILIANO (VIA ZOOM): Counsel, 13:03:37  
 8 you dropped off. Your sound went to nothing. 13:03:37  
 9 MR. SHEEHAN (VIA ZOOM): I'm sorry. 13:03:41  
 10 Q. What was the nature -- what were they -- 13:03:41  
 11 what were they contracted for to analyze? 13:03:43  
 12 A. On a -- on a general level, I understand 13:03:46  
 13 that they were -- that they -- that it was a threat 13:03:49  
 14 assessment essentially, you know, what is -- a 13:03:52  
 15 threat assessment. However, I haven't reviewed the 13:03:56  
 16 studies -- study or studies. 13:03:58  
 17 Q. Would you agree with me that the excess 13:04:02  
 18 benefit transactions listed on Schedule L of the IRS 13:04:11  
 19 990 have the potential to jeopardize the NRA's tax 13:04:14  
 20 exemption? 13:04:19  
 21 MR. CICILIANO (VIA ZOOM): I would 13:04:20  
 22 just object; calls for a legal conclusion, 13:04:20  
 23 speculation, and outside the scope. 13:04:23  
 24 A. You know, look, the -- well, the IRS has 13:04:26  
 25 a -- you know, has various levels of sanctions that 13:04:34  
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1 can be applied. And, you know, because as counsel 13:04:37  
 2 knows, you are calling for a legal conclusion. I 13:04:40  
 3 don't think that sitting here I can say that any 13:04:43  
 4 specific allegation that's -- you know, once it's 13:04:45  
 5 disclosed and dealt with would jeopardize the NRA's 13:04:49  
 6 tax status, so I don't think I can answer that as 13:04:53  
 7 stated. 13:04:55  
 8 Q. In designing the compliance program for 13:04:55  
 9 the NRA, was one of the considerations protection of 13:04:57  
 10 the NRA's tax exemption? 13:05:00  
 11 A. Yes. 13:05:04  
 12 MR. SHEEHAN (VIA ZOOM): With that, 13:05:06  
 13 I'm going to turn over to my colleague Stephen 13:05:07  
 14 Thompson to cover one of our topics with Mr. Frazer. 13:05:10  
 15 THE WITNESS (VIA ZOOM): Okay. Thank 13:05:10  
 16 you. 13:05:21  
 17 MR. CICILIANO (VIA ZOOM): I mean, 13:05:21  
 18 I -- and, Jim, I will note a general objection to 13:05:23  
 19 passing off the witness to someone else at your own 13:05:24  
 20 firm. I'm not going to make you do it. I'm just 13:05:24  
 21 noting the objection. 13:05:24  
 22 MR. SHEEHAN (VIA ZOOM): Stephen? 13:05:24  
 23 EXAMINATION 13:05:24  
 24 BY MR. THOMPSON (VIA ZOOM): 13:05:36  
 25 Q. All right. Mr. Frazer, can you hear me? 13:05:36  
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<p>1 A. I can. 13:05:37</p> <p>2 Q. My name is Stephen Thompson. I'm also an 13:05:38</p> <p>3 Assistant Attorney General in the New York State 13:05:40</p> <p>4 Office of the Attorney General. 13:05:40</p> <p>5 So I am going to be covering topic 11 from 13:05:43</p> <p>6 the 30(b)(6) notice. So this is the topic that 13:05:47</p> <p>7 relates to payments to David Stanton, also known as 13:05:51</p> <p>8 David McKenzie, or any entities owned or operated in 13:05:56</p> <p>9 whole or in part by him. 13:05:59</p> <p>10 So, first, can you tell me what you did to 13:06:00</p> <p>11 prepare to answer questions related to this topic? 13:06:07</p> <p>12 A. Yeah, we reviewed -- we reviewed some of 13:06:09</p> <p>13 the contracts with some of those entities, we -- and 13:06:15</p> <p>14 other documents about -- related to those entities, 13:06:19</p> <p>15 which I understand have all been produced to you. 13:06:22</p> <p>16 We spoke to Wayne LaPierre. 13:06:25</p> <p>17 We spoke to -- we spoke to -- I can't 13:06:30</p> <p>18 remember if we discussed this with Sonya Rowling or 13:06:32</p> <p>19 Tyler Schropp, but, you know, we spoke to other NRA 13:06:34</p> <p>20 staff. 13:06:37</p> <p>21 Q. Okay. Does the NRA currently have a 13:06:38</p> <p>22 contractual relationship with either Mr. Stanton in 13:06:42</p> <p>23 his personal capacity or any entities owned or 13:06:47</p> <p>24 operated in whole or in part by him? 13:06:50</p> <p>25 A. Yes. We have relationships with three 13:06:53</p> <p style="text-align: right;">Page 194</p>	<p>1 Marketing Partners -- the CEO of those organizations 13:08:28</p> <p>2 is a man by the name of Gurney Sloan; is that 13:08:30</p> <p>3 correct? 13:08:34</p> <p>4 A. Yes. 13:08:34</p> <p>5 Q. And all three of those entities are 13:08:34</p> <p>6 headquartered in office space rented out of the NRA 13:08:37</p> <p>7 headquarters in Virginia; is that correct? 13:08:42</p> <p>8 A. Yes. 13:08:44</p> <p>9 Q. Do you know whether or not any of those 13:08:46</p> <p>10 entities have any other office space? 13:08:47</p> <p>11 A. I don't know for certain. You know, I 13:08:52</p> <p>12 don't -- I think some of their employees may have 13:08:59</p> <p>13 worked remotely even before last year, but I think 13:09:03</p> <p>14 that their primary -- I mean, their primary office 13:09:08</p> <p>15 space is certainly, you know, as a tenant in NRA 13:09:11</p> <p>16 headquarters. 13:09:14</p> <p>17 Q. Okay. The NRA has had a contractual 13:09:15</p> <p>18 relationship with those three entities going back to 13:09:19</p> <p>19 approximately 2011; is that correct? 13:09:22</p> <p>20 A. I know at least 2011, yes. 13:09:25</p> <p>21 Q. And prior to that point, did those -- any 13:09:28</p> <p>22 of those entities have a different name or a 13:09:31</p> <p>23 different d/b/a? 13:09:34</p> <p>24 MR. CICILIANO (VIA ZOOM): I'll just 13:09:37</p> <p>25 object outside the scope and -- and time stale, not 13:09:38</p> <p style="text-align: right;">Page 196</p>
<p>1 entities; Membership Marketing Partners, 13:06:58</p> <p>2 Allegiance -- Allegiance Creative Group, and Concord 13:07:03</p> <p>3 Social and Political. 13:07:09</p> <p>4 Q. Any other entities currently? 13:07:10</p> <p>5 A. Not that I'm aware of. 13:07:13</p> <p>6 Q. And do any NRA affiliates have any current 13:07:15</p> <p>7 relationships with any of those entities or any 13:07:20</p> <p>8 other entities Mr. Stanton owns or controls? 13:07:23</p> <p>9 MR. CICILIANO (VIA ZOOM): Just 13:07:27</p> <p>10 objection to the use of the term "affiliates" and 13:07:28</p> <p>11 outside the scope. 13:07:31</p> <p>12 A. Right. So to my knowledge, the -- I 13:07:32</p> <p>13 believe the NRA Special Contribution Fund which 13:07:42</p> <p>14 manages our Whittington Center facility in New 13:07:45</p> <p>15 Mexico has a relationship with one or more of the 13:07:49</p> <p>16 entities, but I'm not sure how many. 13:07:51</p> <p>17 Q. Does the NRA currently have or has it ever 13:07:55</p> <p>18 had a contractual relationship with Member Marketing 13:07:57</p> <p>19 Partners as opposed to Membership Marketing 13:08:03</p> <p>20 Partners? 13:08:08</p> <p>21 A. You know, I don't -- I don't know. That 13:08:08</p> <p>22 was a -- I don't know. 13:08:11</p> <p>23 Q. Okay. All three of the entities you 13:08:15</p> <p>24 mentioned -- Allegiance Creative Group, Concord 13:08:22</p> <p>25 Social and Public Relations, and Membership 13:08:26</p> <p style="text-align: right;">Page 195</p>	<p>1 relevant to this proceeding. 13:09:41</p> <p>2 A. Yeah, not -- no, I don't think so. 13:09:44</p> <p>3 Q. So, for example, in the statement of 13:09:48</p> <p>4 payments made in the last 90 days that the NRA filed 13:09:53</p> <p>5 in connection with the bankruptcy, it mentions 13:09:56</p> <p>6 payments to entities called Membership Advisors 13:09:58</p> <p>7 Fundraising and Membership Advisors Public 13:10:03</p> <p>8 Relations. 13:10:07</p> <p>9 Do you recognize the names of those 13:10:07</p> <p>10 entities? 13:10:10</p> <p>11 MR. CICILIANO (VIA ZOOM): I just 13:10:11</p> <p>12 object; it's outside the scope of this witness. 13:10:13</p> <p>13 But go ahead. 13:10:15</p> <p>14 A. No, I don't. 13:10:15</p> <p>15 Q. The NRA in its schedule G, the executory 13:10:15</p> <p>16 contracts that are filed in connection with the 13:10:21</p> <p>17 bankruptcy did not list contractual relationships 13:10:23</p> <p>18 with Allegiance Creative Group or Concord Social and 13:10:26</p> <p>19 Public Relations under those names, did it? 13:10:33</p> <p>20 MR. CICILIANO (VIA ZOOM): I will just 13:10:35</p> <p>21 object. It's outside the scope of this witness's 13:10:36</p> <p>22 knowledge. 13:10:39</p> <p>23 A. Yeah, and -- and I couldn't tell you 13:10:39</p> <p>24 without looking at the schedules. 13:10:41</p> <p>25 Q. Okay. Who at the NRA originally 13:10:42</p> <p style="text-align: right;">Page 197</p>

<p>1 negotiated the contracts that were entered into 13:10:56                  2 between the NRA and those three entities back in 13:11:00                  3 2011 or whenever they were first entered into? 13:11:05                  4 MR. CICILIANO (VIA ZOOM): I would 13:11:08                  5 just object; outside the scope. 13:11:09                  6 A. Yeah, however -- however, I think the 13:11:11                  7 answer is Woody Phillips, Wilson Phillips, the 13:11:14                  8 former treasurer. 13:11:19                  9 Q. Anyone else at the NRA? 13:11:20                  10 A. Wayne LaPierre had some involvement but 13:11:24                  11 I'm not sure how -- in how much detail. 13:11:27                  12 Q. Can you expand on that at all how much 13:11:29                  13 involvement Mr. LaPierre had? 13:11:31                  14 MR. CICILIANO (VIA ZOOM): I would 13:11:34                  15 just object again; outside the scope. 13:11:35                  16 A. Well, I know the -- the relationship came 13:11:36                  17 about because a prior marketing firm that had worked 13:11:41                  18 for us called PM Consulting was, you know, 13:11:44                  19 dissolving, you know, the -- the principal of that 13:11:49                  20 firm was retiring. And the -- there was some 13:11:54                  21 discussion about, you know, who could replace them 13:11:59                  22 and so on. And I know that Mr. Phillips and 13:12:02                  23 Mr. LaPierre had discussions about -- about a -- 13:12:05                  24 about a potential successor. 13:12:06                  25 Q. PM Consulting, did I get that name right? 13:12:14                  Page 198</p>	<p>1 LaPierre or Mr. Woody Phillips had any communications 13:13:12                  2 regarding the purchase that David Stanton had entered 13:13:16                  3 into with a third party was what I understood the 13:13:20                  4 question to be but may have just because it was long 13:13:22                  5 and compound. 13:13:25                  6 Q. Mr. Frazer, do you know the answer? 13:13:28                  7 A. My understanding is that Mr. Phillips had 13:13:30                  8 some negotiations with Mr. McKenzie. 13:13:35                  9 Q. With respect to Membership Marketing 13:13:40                  10 Partners, do you know who at the NRA negotiated the 13:13:50                  11 most recent amendment to the -- the contract between 13:13:53                  12 the NRA and Membership Marketing Partners? 13:13:56                  13 A. Can you refresh my recollection on the 13:14:00                  14 date of that amendment? 13:14:04                  15 Q. Yes. It was in 2017 is my understanding. 13:14:05                  16 A. So -- I'm reluctant -- 13:14:12                  17 Q. I'll represent to you that it was in 13:14:15                  18 January of 2017. 13:14:18                  19 A. Right. I'm reluctant to speculate, but 13:14:19                  20 I -- but I believe it -- and -- but I think it would 13:14:24                  21 have been Woody Phillips primarily although -- 13:14:27                  22 although the -- our membership director may have 13:14:30                  23 been involved. But again, I'm reluctant to 13:14:33                  24 speculate. 13:14:37                  25 Q. Who was the membership director at that 13:14:37                  Page 200</p>
<p>1 A. Yes. 13:12:14                  2 Q. Is that correct? 13:12:18                  3 A. Yes. 13:12:18                  4 Q. Was that owned by Brad O'Leary? 13:12:19                  5 A. I believe -- I believe he was the owner. 13:12:23                  6 He was certainly the name associated with the firm. 13:12:25                  7 Q. Do you know whether or not Mr. Phillips or 13:12:28                  8 Mr. LaPierre were involved in any negotiations 13:12:31                  9 between David Stanton and Mr. O'Leary over 13:12:34                  10 Mr. Stanton's purchase of the entities from 13:12:40                  11 Mr. O'Leary? 13:12:42                  12 MR. CICILIANO (VIA ZOOM): I would 13:12:44                  13 just object; it's way outside the scope of this. 13:12:45                  14 MR. THOMPSON (VIA ZOOM): So, Counsel, 13:12:48                  15 the scope of this is the existence, accuracy, 13:12:49                  16 completeness, preparation, and review of each of the 13:12:51                  17 contracts in question. And we're talking about the 13:12:54                  18 preparation and existence of the contracts and what 13:12:57                  19 was done with respect to them. So I think it is 13:13:01                  20 within the scope, but we can save that for another 13:13:03                  21 time. 13:13:05                  22 MR. CICILIANO (VIA ZOOM): Well, 13:13:05                  23 you're actually talking about -- as I understood the 13:13:06                  24 question, you're asking about whether or not the 13:13:07                  25 witness knows whether or not Mr. Wayne Pierre -- or 13:13:08                  Page 199</p>	<p>1 time? 13:14:41                  2 A. Todd Grable, G-r-a-b-l-e. And his proper 13:14:41                  3 title is executive director of membership and 13:14:51                  4 marketing -- membership and affinity programs, I 13:14:55                  5 believe. 13:14:57                  6 Q. And Mr. Grable still has that position 13:14:57                  7 today; is that correct? 13:15:01                  8 A. Yes, he does. 13:15:01                  9 Q. What about with respect to the most recent 13:15:03                  10 amendment to the agreement between the NRA and 13:15:08                  11 Allegiance Creative Group? 13:15:11                  12 A. Again, can you refresh my memory about the 13:15:13                  13 date of that? 13:15:18                  14 Q. Yes. One moment. 13:15:20                  15 So I'll represent to you that this was 13:15:29                  16 entered into in December of 2018. 13:15:30                  17 A. 2018? 13:15:33                  18 Q. Yes. 13:15:35                  19 A. Yeah. So that was after Mr. -- that was 13:15:37                  20 after Mr. Phillips' retirement. So I believe 13:15:42                  21 that -- I think it would have been Wayne LaPierre, 13:15:53                  22 possibly Craig Spray, and possibly Skipp Galythly, 13:16:02                  23 an Assistant General Counsel in my office. 13:16:06                  24 Q. Okay. In 2018, the NRA requested an audit 13:16:16                  25 of Membership Marketing Partners and Allegiance 13:16:26                  Page 201</p>

1 Creative Group; is that correct? 13:16:29  
 2 A. I don't know if the NRA requested an -- an 13:16:30  
 3 audit. We -- there was some analysis done of their, 13:16:35  
 4 you know, contractual rates versus actual billing. 13:16:42  
 5 And there was some discussion with them through 13:16:45  
 6 counsel about the -- you know, about the basis for 13:16:49  
 7 some of their billing. 13:16:54  
 8 Q. Okay. Can you expand on that? What were 13:16:55  
 9 the conversations that the NRA had with counsel for 13:16:58  
 10 Membership Marketing Partners about the -- any 13:17:03  
 11 discrepancies between what the contract called for 13:17:05  
 12 and the invoicing? 13:17:08  
 13 A. Uh-huh. Yeah, the -- the fundamental 13:17:12  
 14 question was what -- what the basis was for billing 13:17:15  
 15 us -- increasing their billing to us beyond the 13:17:21  
 16 amount specified in the escalator clause of the 13:17:25  
 17 contract. 13:17:28  
 18 And so trying to get some -- some 13:17:29  
 19 information on that, we contacted them and had a 13:17:33  
 20 discussion in which the -- which their counsel 13:17:36  
 21 represented to us that -- that a key factor was that 13:17:41  
 22 at some point, MMP had taken on the responsibilities 13:17:48  
 23 of another contractor that had formerly done 13:17:54  
 24 business with the NRA and that the -- the increased 13:17:58  
 25 amount reflected that. And I regret I don't recall 13:18:04  
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1 the name of that other firm. 13:18:07  
 2 Q. You don't recall the name of the other 13:18:10  
 3 firm that MMP -- 13:18:11  
 4 A. That MM -- 13:18:11  
 5 Q. -- took on the services of for the NRA? 13:18:13  
 6 A. Correct. Correct. 13:18:16  
 7 Q. Who would have that information at the 13:18:17  
 8 NRA? 13:18:19  
 9 A. I don't -- I don't know. You know, likely 13:18:20  
 10 the treasurer's office and/or membership division. 13:18:33  
 11 Q. Was a contract review sheet prepared with 13:18:38  
 12 respect to the most recent amendment in 2018 to the 13:18:51  
 13 Allegiance Creative Group contract? 13:18:56  
 14 MR. CICILIANO (VIA ZOOM): I would 13:19:00  
 15 just object to the extent you're relying on documents 13:19:01  
 16 that aren't in front of the witness. 13:19:05  
 17 A. Right. And I -- and I don't -- I don't 13:19:06  
 18 recall the answer without seeing documents. 13:19:09  
 19 Q. Well, I'm -- I'm asking whether it exists. 13:19:10  
 20 Does a -- does a contract review sheet 13:19:13  
 21 exist for the most recent amendment in 2018 to the 13:19:17  
 22 Allegiance Creative Group contract? 13:19:22  
 23 A. I'm afraid I don't know. 13:19:26  
 24 Q. So the NRA has a policy with respect to 13:19:33  
 25 contracts valued at more than \$100,000 in a given 13:19:36  
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1 year; is that correct? 13:19:42  
 2 A. Yes. 13:19:45  
 3 Q. What are the requirements of that policy? 13:19:46  
 4 A. Yeah, the policy is that a business case 13:19:50  
 5 analysis has to be prepared describing the -- the 13:19:52  
 6 purposes of the contract and the contract terms. It 13:19:55  
 7 has to state what other potential vendors bid on the 13:20:00  
 8 service or if there was -- if no bid -- if -- if it 13:20:07  
 9 falls -- if it falls within one of the exceptions to 13:20:11  
 10 our competitive bidding requirement, that has to be 13:20:15  
 11 justified. 13:20:17  
 12 And then you have to have signoff from 13:20:18  
 13 the -- from legal counsel, from the treasurer, and 13:20:20  
 14 from the executive vice president before entering 13:20:27  
 15 into the contract. 13:20:31  
 16 And then in addition, you have to have 13:20:32  
 17 signatures or other communications acknowledging 13:20:35  
 18 the -- from -- from the president and at least one 13:20:41  
 19 of our two vice presidents acknowledging the 13:20:43  
 20 contract. 13:20:47  
 21 Q. Do you know whether or not the Allegiance 13:20:49  
 22 Creative Group contract is worth more than 13:20:52  
 23 \$100,000 -- 13:20:54  
 24 A. It is. 13:20:54  
 25 Q. -- per year? 13:20:55  
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1 A. It is. 13:20:56  
 2 Q. Did you -- did the general counsel's 13:20:58  
 3 office review the amendment to the Allegiance 13:21:00  
 4 Creative Group contract in 2018? 13:21:04  
 5 A. I believe we did. 13:21:07  
 6 Q. Was a business case analysis prepared for 13:21:11  
 7 the Allegiance Creative Group amendment in 2018? 13:21:14  
 8 A. Sitting here today without any documents, 13:21:18  
 9 I can't recall. 13:21:23  
 10 Q. Did the treasurer's office review the 13:21:24  
 11 Allegiance Creative Group contract amendment in 13:21:27  
 12 2018? 13:21:31  
 13 A. Again, sitting here, I can't recall. 13:21:31  
 14 Q. Do you know whether or not the contract 13:21:38  
 15 was provided to the president or either vice 13:21:40  
 16 president for their review in -- at the time that it 13:21:45  
 17 was entered into in 2018 or thereabouts? 13:21:49  
 18 A. I'm sorry, I can't recall. 13:21:54  
 19 Q. Does the NRA have any procedures in place 13:21:57  
 20 for identifying contracts that may not have complied 13:22:01  
 21 with the hundred thousand dollar policy 13:22:07  
 22 requirements? 13:22:09  
 23 A. Yes. When we become aware of one, the 13:22:10  
 24 guidance that we have given is that the -- is that 13:22:13  
 25 the absence of the -- of the analysis and approval 13:22:17  
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<p>1 sheet should be noted for the file and -- and, you 13:22:22                  2 know, retained -- retained with that contract, you 13:22:27                  3 know, once that deficiency is noted. 13:22:31                  4 MR. THOMPSON (VIA ZOOM): Okay. So, 13:22:34                  5 Counsel, just for the record, I am going to make an 13:22:35                  6 objection that Mr. Frazer does not appear to be 13:22:38                  7 prepared to address this topic to the extent that is 13:22:42                  8 called for in the notice, but we can address that at 13:22:48                  9 another time. 13:22:51                  10 MR. CICILIANO (VIA ZOOM): Well, so 13:22:52                  11 it's not naked -- so it's not naked on the record, he 13:22:53                  12 is telling you that he doesn't recall off his memory 13:22:55                  13 but if you could show him the record. So if you do 13:22:58                  14 have the record in your possession and your just 13:23:01                  15 withholding it from him, I have an objection to the 13:23:03                  16 gamesmanship there. It's like asking someone to 13:23:04                  17 remember everything in a document and then 13:23:07                  18 withholding it from them and saying, aha, you didn't 13:23:08                  19 memorize it even though you're supposed to talk to 13:23:10                  20 the document. 13:23:10                  21 So if you have something, I suggest 13:23:12                  22 you show it. Otherwise, we can meet and confer on 13:23:14                  23 that issue. 13:23:17                  24 MR. THOMPSON (VIA ZOOM): Sure. And I 13:23:18                  25 can represent to you that we do not have a business 13:23:18                  Page 206</p>	<p>1 Partners? 13:24:45                  2 A. It was -- I'm familiar -- all I'm familiar 13:24:45                  3 with personally is a phone call. I don't know 13:24:49                  4 whether there might be any, you know, notes of 13:24:52                  5 counsel. And, of course, there will be privilege 13:24:58                  6 issue with -- issues with those. 13:24:59                  7 Q. I'm sorry, can you -- so -- I'm sorry, did 13:25:01                  8 you say that there may be a privilege issue with the 13:25:06                  9 communications with Membership Marketing Partners? 13:25:09                  10 A. If -- no. If outside -- if outside 13:25:12                  11 counsel for the NRA kept -- kept notes of the 13:25:15                  12 conversation, you know, those -- those may be work 13:25:19                  13 product, but I don't know for certain if there are 13:25:24                  14 any such documents. 13:25:26                  15 Q. Is there any written record of the NRA's 13:25:27                  16 agreement to retroactively reprove or continue to 13:25:33                  17 pay the increased fee that was the subject of this 13:25:39                  18 2018 discussion? 13:25:44                  19 A. I don't recall. 13:25:47                  20 Q. What services does Membership Marketing 13:25:50                  21 Partners currently provide to the NRA? 13:26:02                  22 A. They provide strategy and copyrighting and 13:26:04                  23 so on with respect to -- with respect to direct mail 13:26:10                  24 marketing of membership, NRA membership and 13:26:13                  25 donations. A little bit of difference between -- 13:26:18                  Page 208</p>
<p>1 case analysis or contract review sheet as would be 13:23:20                  2 required under the \$100,000 policy for the NRA, which 13:23:23                  3 is why I'm asking whether one exists and has not been 13:23:27                  4 produced to us. 13:23:31                  5 Q. So is it your understanding, Mr. Frazer, 13:23:33                  6 that following the discussions with counsel for 13:23:38                  7 Membership Marketing Partners in 2018, did the NRA 13:23:42                  8 agree to pay an increased monthly fee to Membership 13:23:46                  9 Marketing Partners? 13:23:56                  10 A. Well, the question -- the question that we 13:23:56                  11 were addressing with counsel was that we were 13:23:58                  12 already paying an increased monthly fee. And -- and 13:24:00                  13 so the conversation was to satisfy us as to whether 13:24:05                  14 there -- as to whether there was a basis for that -- 13:24:10                  15 for that fee. 13:24:14                  16 And based on the discussion, we've -- I 13:24:15                  17 believe we've continued paying MMP at the same -- at 13:24:19                  18 the same -- at the same rate, not at any additional 13:24:22                  19 increase. 13:24:24                  20 Q. So was the NRA satisfied by what counsel 13:24:27                  21 for Membership Marketing Partners had to say about 13:24:31                  22 the basis for the increase in the fee? 13:24:34                  23 A. Yes. 13:24:36                  24 Q. Are there any communications reflecting 13:24:39                  25 that back and forth with Membership Marketing 13:24:41                  Page 207</p>	<p>1 between MMP, Allegiance, and Concord; but maybe if 13:26:20                  2 we take them as an aggregate, the -- the three 13:26:23                  3 entities combined, you know, do the -- do the NRA's 13:26:26                  4 direct mail program both for recruitment, renewal of 13:26:30                  5 membership, and fundraising from existing members. 13:26:35                  6 And that's across -- you know, that includes, for 13:26:37                  7 example -- that includes separate campaign -- that 13:26:41                  8 includes, you know, campaigns across the -- across 13:26:44                  9 the organization. And they -- they also do online 13:26:46                  10 strategy with respect to the same -- the same tasks. 13:26:53                  11 Q. So that was -- that was all three 13:27:01                  12 together; is that correct? 13:27:00                  13 A. Right. Right. 13:27:00                  14 Q. That that's generally what their -- 13:27:02                  15 A. Right. 13:27:02                  16 Q. -- their function is? 13:27:04                  17 A. Right. 13:27:04                  18 Q. Okay. So if we could take them one at a 13:27:05                  19 time, can you tell me what Membership Marketing 13:27:07                  20 Partners in particular, what services they provide 13:27:11                  21 to the NRA? 13:27:13                  22 A. Yeah, that -- that would be primarily on 13:27:14                  23 the -- on the direct mail strategies. 13:27:15                  24 Q. Okay. 13:27:21                  25 A. And especially -- especially with respect 13:27:22                  Page 209</p>



1 to -- to membership recruitment and renewals. 13:27:23  
 2 Q. What about Allegiance? 13:27:28  
 3 A. Allegiance -- allegiance would be 13:27:31  
 4 primarily with respect to, you know, fundraising 13:27:34  
 5 above and beyond membership renewals. 13:27:37  
 6 Q. I see. So Allegiance is in charge of 13:27:46  
 7 fundraising efforts with respect to nonmembers; is 13:27:50  
 8 that correct? 13:27:52  
 9 MR. CICILIANO (VIA ZOOM): Objection; 13:27:53  
 10 misstates testimony. 13:27:54  
 11 A. Or with respect -- and, yeah -- and 13:27:54  
 12 with -- my understanding is that Allegiance is 13:28:00  
 13 involved in fundraising that doesn't relate to 13:28:03  
 14 membership dues. So in other words, a person joins 13:28:06  
 15 and pays the dues, then they're also going to do -- 13:28:10  
 16 you know, they're also going to get solicited for 13:28:14  
 17 contributions above and beyond. 13:28:17  
 18 Q. Okay. And then what about Concord? 13:28:20  
 19 A. Concord would be primary focused, as 13:28:24  
 20 the -- as the name of the company would suggest, 13:28:28  
 21 on -- on social media issues. 13:28:29  
 22 That's my best understanding of the 13:28:34  
 23 breakdown. 13:28:36  
 24 MR. CICILIANO (VIA ZOOM): Is that 13:28:38  
 25 what Concord means, focused on grapes? 13:28:38  
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1 THE WITNESS (VIA ZOOM): Concord 13:28:46  
 2 Social and Political, right. 13:28:44  
 3 Q. Is -- do you know what Communications 13:28:49  
 4 Corporation of America is? 13:28:54  
 5 A. Yes. 13:28:54  
 6 Q. Are they a sub-vendor through Membership 13:28:54  
 7 Marketing Partners for the NRA? 13:28:59  
 8 A. They work closely with -- with MMP, but 13:29:02  
 9 they are paid directly by the NRA. So CCA is a mail 13:29:07  
 10 house essentially that -- you know, I think they do 13:29:14  
 11 the printing and mailing of direct mail. They're 13:29:17  
 12 one of several vendors we use for this for, you 13:29:20  
 13 know, that kind of task. 13:29:23  
 14 Q. Do you know whether or not MMP has a 13:29:24  
 15 contract with CCA for work done on behalf of the 13:29:27  
 16 NRA? 13:29:31  
 17 That's -- sorry, that's a lot of acronyms. 13:29:32  
 18 A. No. No. And I totally understood what 13:29:34  
 19 you were saying. 13:29:36  
 20 I -- I don't know. I know that we pay CCA 13:29:38  
 21 directly. 13:29:41  
 22 Q. Does the NRA have a direct contractual 13:29:43  
 23 relationship with CCA? 13:29:47  
 24 A. I don't know if it's a contractual 13:29:50  
 25 relationship or if it's done on a -- on a purchase 13:29:52  
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1 order basis off the top of my head. 13:29:54  
 2 Q. Okay. 13:29:54  
 3 A. But it is -- I know there are direct 13:29:56  
 4 payments because I see the invoices. 13:29:59  
 5 Q. Who within the NRA supervises the 13:30:02  
 6 relationship with MMP? 13:30:07  
 7 A. The day-to-day work with MMP is kind of 13:30:11  
 8 twofold. At -- at -- at one level, it's the -- the 13:30:14  
 9 top leadership in the membership division. That's 13:30:21  
 10 Todd Grable and his deputy, Derek Robinson. 13:30:26  
 11 And at a more -- what I would call a more 13:30:31  
 12 strategic level, they work with Wayne LaPierre in 13:30:36  
 13 terms of general messaging and strategies for -- 13:30:43  
 14 for, you know, the big NRA-wide appeals. 13:30:47  
 15 I should also say that -- that the -- that 13:30:51  
 16 MMP does work for ILA specific to fundraising for 13:30:54  
 17 ILA's special projects and for the NRA Political 13:30:59  
 18 Victory Fund, our federal -- our federal and state 13:31:04  
 19 PAC. 13:31:04  
 20 And -- and for those purposes, they would 13:31:08  
 21 work with the -- with the leadership at the 13:31:14  
 22 Institute for Legislative Action, Jason Ouimet, 13:31:17  
 23 O-u-i-m-e-t, and fiscal officer Bob Owens, and I 13:31:23  
 24 don't know who else in ILA works with them. 13:31:29  
 25 Q. Does that govern the -- is MMP's 13:31:32  
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1 relationship with ILA governed by a separate 13:31:34  
 2 agreement or does that fall under the umbrella of 13:31:38  
 3 the agreement that the NRA has with MMP? 13:31:40  
 4 A. I believe it's under the umbrella of 13:31:46  
 5 the -- of the main agreement. 13:31:49  
 6 Q. Okay. What about the supervision of the 13:31:53  
 7 relationship with Allegiance, who at the NRA is 13:31:57  
 8 responsible for that? 13:32:00  
 9 A. It would-- 13:32:02  
 10 MR. CICILIANO (VIA ZOOM): I would 13:32:02  
 11 just object to being outside the scope. 13:32:03  
 12 Go ahead. 13:32:05  
 13 A. It would be the same as for MMP. 13:32:05  
 14 Q. And same for Concord as well? 13:32:08  
 15 A. Yes. 13:32:10  
 16 Q. Has the NRA ever considered bringing the 13:32:17  
 17 services provided by these three entities -- MMP, 13:32:20  
 18 Concord, and Allegiance -- in-house? 13:32:24  
 19 A. Yes, I know it has been discussed. 13:32:27  
 20 Q. In what context has it been discussed? 13:32:30  
 21 MR. CICILIANO (VIA ZOOM): I would 13:32:35  
 22 just object and ask which category does this pertain 13:32:35  
 23 to. 13:32:38  
 24 MR. THOMPSON (VIA ZOOM): Sure. I 13:32:39  
 25 believe that this pertains to the existence and 13:32:40  
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<p>1 review of these contracts to the extent that the 13:32:44                  2 review from a cost-saving perspective would imply 13:32:48                  3 whether or not it's better for these services to be 13:32:52                  4 conducted in-house. 13:32:54                  5 MR. CICILIANO (VIA ZOOM): I think 13:32:56                  6 that's a pretty broad interpretation. 13:32:57                  7 But I'll let you answer if you know. 13:32:59                  8 A. It has been discussed. 13:33:02                  9 Q. Who has it been discussed by within the 13:33:03                  10 NRA? 13:33:05                  11 A. To my -- the only -- you know, you're -- 13:33:06                  12 you're challenging my knowledge as a 30(b)(6) 13:33:15                  13 deponent, but I'm aware of discussions that I had 13:33:49                  14 with -- with one of our former outside attorneys and 13:33:29                  15 possibly with Woody Phillips and/or Josh Powell. 13:33:41                  16 Q. Do you remember approximately when these 13:33:44                  17 conversations occurred? 13:33:47                  18 A. Well, it would be a pretty broad time 13:33:56                  19 frame, but it would have been in, you know, 2016 to 13:34:03                  20 as late as 2018, but that's very -- I know that's a 13:34:06                  21 big -- covers a lot of ground. 13:34:11                  22 Q. Okay. So I am going to go ahead and mark 13:34:18                  23 two exhibits. These are the original Allegiance 13:34:23                  24 Creative Group contract that was provided to us in 13:34:29                  25 connection with the 341 as well as the fourth 13:34:30                  Page 214</p>	<p>1 MR. MASON (VIA ZOOM): Great. Thank 13:35:26                  2 you. 13:35:27                  3 THE VIDEOGRAPHER (VIA ZOOM): We're 13:35:27                  4 going off the record at 1:35. We're off the record. 13:35:28                  5 (Recess 1:35 p.m. to 1:43 p.m.) 13:35:50                  6 THE VIDEOGRAPHER (VIA ZOOM): We're 13:43:57                  7 back on the record at 1:43. 13:44:12                  8 Q. All right. Thank you very much. 13:44:18                  9 So during the break, Mr. Frazer, I have 13:44:21                  10 marked two exhibits. Exhibit Number 2 is the -- 13:44:23                  11 what I understand to be the original December 2011 13:44:29                  12 agreement between the NRA and Allegiance Creative 13:44:32                  13 Group that was provided to us in connection with the 13:44:36                  14 341 hearings. And Exhibit 3 is the fourth amendment 13:44:39                  15 to that contract that was signed in or about 13:44:47                  16 December 2018 or January 2019. 13:44:54                  17 So we'll start with Exhibit 2. 13:44:59                  18 (Exhibit 2 marked.) 13:45:01                  19 MR. CICILIANO (VIA ZOOM): It's up on 13:45:05                  20 the screen. 13:45:06                  21 Q. So if I could direct your attention to the 13:45:07                  22 Services and Duties section. And in particular, at 13:45:09                  23 the bottom of the second page, subparagraph P as in 13:45:15                  24 Paul, do you see where it says, Provide periodic 13:45:21                  25 statistical data on the results of all projects; 13:45:24                  Page 216</p>
<p>1 amendment, which I -- I will ask whether or not it 13:34:33                  2 is the most recent. But -- 13:34:36                  3 A. If you could bear with us, we're trying -- 13:34:41                  4 we're trying to wake up the -- 13:34:43                  5 MR. CICILIANO (VIA ZOOM): The 13:34:43                  6 monitor. 13:34:43                  7 A. -- the monitor. 13:34:46                  8 MR. CICILIANO (VIA ZOOM): Computer 13:34:51                  9 may have gone to sleep by this point. 13:34:51                  10 THE WITNESS (VIA ZOOM): It's not 13:34:54                  11 responding as promptly as it did this morning. 13:34:58                  12 MR. CICILIANO (VIA ZOOM): Evidently 13:34:59                  13 after lunch, it went to sleep. We're at about the 13:35:00                  14 hour time if you want to take a break for a second, 13:35:06                  15 for like 10 minutes for just a standard break, and 13:35:08                  16 I'll try to get it on in the interim. 13:35:09                  17 MR. THOMPSON (VIA ZOOM): Sure. That 13:35:12                  18 makes sense to me actually. 13:35:13                  19 MR. CICILIANO (VIA ZOOM): Okay. 13:35:13                  20 Great. 13:35:19                  21 MR. MASON (VIA ZOOM): Can we get a 13:35:19                  22 time how long -- on record time too, please, from the 13:35:20                  23 videographer? 13:35:22                  24 THE VIDEOGRAPHER (VIA ZOOM): I'll add 13:35:22                  25 it up while we're off the record and tell you guys. 13:35:23                  Page 215</p>	<p>1 provided, however, ACG's obligation to provide such 13:45:28                  2 data on the results of projects is dependent upon 13:45:31                  3 the NRA supplying relevant information to ACG as ACG 13:45:34                  4 may reasonably request. 13:45:39                  5 A. Yes, I see it. 13:45:39                  6 Q. Do you see that? 13:45:42                  7 A. I do. 13:45:42                  8 Q. Do you know whether or not any such 13:45:44                  9 statistical data was requested by or provided to the 13:45:47                  10 NRA under the provision of the agreement? 13:45:51                  11 MR. CICILIANO (VIA ZOOM): I would 13:45:55                  12 just object it's outside the scope. 13:45:56                  13 To the extent you know. 13:45:59                  14 A. I'm sorry, I'm afraid I don't know. 13:46:00                  15 Q. Okay. And then going down to the top of 13:46:07                  16 the next page, subparagraph Q, Submit budget sheets 13:46:09                  17 for projects and campaigns for approval by the NRA. 13:46:18                  18 Do you see that? 13:46:19                  19 A. I do. 13:46:20                  20 Q. Do you know whether any such budget sheets 13:46:21                  21 for projects and campaigns were submitted to the NRA 13:46:24                  22 by Allegiance for approval? 13:46:28                  23 MR. CICILIANO (VIA ZOOM): I would 13:46:31                  24 just object as to scope. 13:46:33                  25 A. I don't know but it isn't clear to me 13:46:35                  Page 217</p>

<p>1 whether -- whether that is for any kind of special 13:46:39                  2 projects or campaigns, you know, under this contract 13:46:41                  3 or if it would be special projects above and beyond 13:46:47                  4 the standard fee. 13:46:50                  5 Q. Okay. 13:46:53                  6 A. I -- I don't -- 13:46:53                  7 Q. And then the next paragraph -- I'm sorry? 13:46:54                  8 A. And by -- by the way, if I can interject, 13:46:57                  9 I noticed on the first page that it states that it 13:47:00                  10 does include contracts with Institute for 13:47:03                  11 Legislative Action -- or does include work for the 13:47:06                  12 Institute of Legislative Action. 13:47:09                  13 Q. Thank you. That's good to know. 13:47:12                  14 So going down to the next subparagraph 13:47:13                  15 there, paragraph R, Create a system for NRA 13:47:15                  16 management approval for signoff of all fundraising 13:47:18                  17 campaigns and projects. 13:47:26                  18 Do you know whether any such system was 13:47:22                  19 implemented? 13:47:26                  20 MR. CICILIANO (VIA ZOOM): Again, I 13:47:28                  21 object; it's outside the scope of the witness. 13:47:29                  22 A. Yeah, and -- and I'm sorry I can't speak 13:47:32                  23 to Allegiance specifically, but there certainly is 13:47:34                  24 an approval process for campaigns and projects, you 13:47:38                  25 know, collectively with these -- with these 13:47:44                  Page 218</p>	<p>1 they were factually accurate and accurately 13:49:09                  2 reflected the NRA's legislative positions. The more 13:49:13                  3 senior leadership, whether it's the executive 13:49:17                  4 director of -- of the Institute or the executive 13:49:19                  5 vice president of the NRA would review things to 13:49:21                  6 make sure -- you know, would -- would look at it 13:49:23                  7 with an eye towards general strategy, messaging, 13:49:25                  8 public impact. 13:49:30                  9 And -- and obviously the -- you know, the 13:49:32                  10 membership or fundraising teams would look at things 13:49:36                  11 in terms of whether they were likely to be 13:49:39                  12 financially successful. 13:49:42                  13 Q. Okay. So if we could then go to the next 13:49:43                  14 exhibit, Exhibit 3. 13:49:47                  15 (Exhibit 3 marked.) 13:49:50                  16 MR. CICILIANO (VIA ZOOM): I'm going 13:49:50                  17 to try to use the next file on the bottom, so when it 13:49:51                  18 all crashes on me, I apologize. 13:49:56                  19 MR. THOMPSON (VIA ZOOM): It worked 13:49:57                  20 for me, so -- 13:49:58                  21 MR. CICILIANO (VIA ZOOM): It worked 13:49:59                  22 too. 13:50:00                  23 Q. So am I correct that this fourth amendment 13:50:00                  24 to the Allegiance Creative Group contract is the 13:50:07                  25 current version of the NRA's contract with 13:50:13                  Page 220</p>
<p>1 entities. You know, there's a -- there's a -- 13:47:45                  2 basically a routing -- I don't -- I don't know how 13:47:47                  3 it's done now but certainly in -- in -- you know, 13:47:50                  4 earlier in the -- in the period of the contract, 13:47:58                  5 there was, you know, a routing sheet of sorts that 13:48:00                  6 would, you know, go around for signoff of direct 13:48:05                  7 mail copy, for example. 13:48:10                  8 Q. Can you talk a little bit more about that 13:48:13                  9 process? What does that -- what does that entail? 13:48:17                  10 A. Yeah -- 13:48:20                  11 MR. CICILIANO (VIA ZOOM): And I would 13:48:20                  12 just object; again, outside the scope. 13:48:21                  13 But go ahead. 13:48:23                  14 A. So -- and again, this is a little bit of 13:48:24                  15 personal knowledge from my prior position at the -- 13:48:28                  16 at the NRA but that there was a -- there was a 13:48:30                  17 process by which the -- by which MMP -- and, 13:48:34                  18 frankly, before it, PM Consulting, would 13:48:40                  19 circulate -- would circulate their draft letter copy 13:48:44                  20 to key individuals for review. Everyone would 13:48:47                  21 review it within the purview of their -- of their 13:48:51                  22 responsibilities. 13:48:53                  23 So, for example, the -- the research staff 13:48:56                  24 at the Institute for Legislative Action would 13:49:01                  25 review -- would review materials to make sure that 13:49:06                  Page 219</p>	<p>1 Allegiance Creative Group? 13:50:18                  2 A. This was -- this was executed -- can we 13:50:19                  3 look at the execution page? 13:50:23                  4 Q. Looks like the second-to-last page is the 13:50:26                  5 execution page. 13:50:28                  6 A. Yes, I believe that's the current 13:50:32                  7 iteration. 13:50:34                  8 Q. Okay. So if I could draw your attention 13:50:34                  9 back to the first page, paragraph 1, The subsections 13:50:42                  10 of Section 1, Services and Duties, are deleted in 13:50:47                  11 their entirety and replaced with what follows. 13:50:51                  12 So I will represent to you that the 13:50:54                  13 provision in the Allegiance Creative Group, the 13:51:05                  14 original contract that we were just looking at 13:51:08                  15 regarding the provision of statistical data at the 13:51:10                  16 request of the NRA is not included in this amended 13:51:15                  17 Services and Duties section. 13:51:18                  18 And I wanted to ask why -- why the NRA 13:51:21                  19 forewent that option to receive statistics from 13:51:29                  20 Allegiance Creative Group about the effectiveness of 13:51:33                  21 its campaigns. 13:51:35                  22 A. Uh-huh. Uh-huh. 13:51:38                  23 MR. CICILIANO (VIA ZOOM): I would 13:51:38                  24 just object, first, to outside the scope. 13:51:38                  25 And to the extent you know, go ahead. 13:51:40                  Page 221</p>

<p>1 A. So -- so I'm going to have to -- to state 13:51:42                  2 this advisedly given that my office reviewed this as 13:51:45                  3 legal counsel and reviewed or -- reviewed or 13:51:52                  4 assisted in its drafting as legal counsel. 13:51:57                  5 But my recollection generally speaking is 13:52:00                  6 that the services and duties were amended to better 13:52:03                  7 align with, you know, the realities of how the 13:52:09                  8 parties actually did business day-to-day and with 13:52:13                  9 the tasks that we actually wanted Allegiance to -- 13:52:16                  10 to perform. 13:52:20                  11 Q. Going back to our earlier conversations 13:52:23                  12 about the discussions between the NRA and Membership 13:52:26                  13 Marketing Partners about the increase in the 13:52:33                  14 management fee -- 13:52:34                  15 A. Uh-huh. 13:52:34                  16 Q. -- were there any discussions about the 13:52:35                  17 increases in the management fee with respect to 13:52:39                  18 either Allegiance Creative Group or Concord? 13:52:43                  19 MR. CICILIANO (VIA ZOOM): Objection; 13:52:47                  20 vague. 13:52:48                  21 Go ahead. 13:52:48                  22 A. I think it all rolls into the -- rolls in 13:52:49                  23 to the same general topic area. You know, the 13:52:51                  24 entities as a whole having taken on additional -- 13:52:56                  25 additional duties resulting from the -- the -- the 13:52:58                  Page 222</p>	<p>1 can't say he wasn't -- I can't say as to other 13:54:41                  2 discussions. 13:54:43                  3 Q. What about Mr. LaPierre, was he involved 13:54:44                  4 in any of these discussions? 13:54:47                  5 A. Again, not -- not on that call, but I 13:54:48                  6 don't know about other discussions. 13:54:51                  7 MR. THOMPSON (VIA ZOOM): Jim, that 13:55:03                  8 is -- I think that's it for topic 15, so I can turn 13:55:04                  9 it back over to you. 13:55:07                  10 MR. SHEEHAN (VIA ZOOM): All right. 13:55:10                  11 Thank you. And we have about, what, 30 minutes left 13:55:11                  12 out of the five hours for the AG's office. 13:55:13                  13 FURTHER EXAMINATION 13:55:18                  14 BY MR. SHEEHAN (VIA ZOOM): 13:55:19                  15 Q. Mr. Frazer, in the compliance world, in 13:55:19                  16 compliance the category topic 7, when did you as the 13:55:21                  17 person in charge of conflict of interest, you 13:55:26                  18 personally, first learn that Wayne LaPierre had 13:55:28                  19 received a gift of a week on a 112-foot yacht from 13:55:30                  20 Mr. Stanton? 13:55:41                  21 A. You're asking me personally? I don't 13:55:46                  22 recall. 13:55:49                  23 Q. Did you ever learn about the -- 13:55:50                  24 Mr. Stanton making available to Mr. LaPierre the use 13:55:55                  25 of a 112-foot yacht? 13:55:57                  Page 224</p>
<p>1 dissolution of this -- of the -- the prior vendor 13:53:03                  2 relationship. 13:53:07                  3 Q. So these three entities -- these three 13:53:12                  4 separate legal entities collectively took on pieces 13:53:30                  5 of the work or -- they all collectively took on the 13:53:36                  6 entirety but split it up between them, the work that 13:53:43                  7 was being done by this other currently unknown 13:53:46                  8 entity; is that correct? 13:53:50                  9 A. I believe that's my recollection of the 13:53:51                  10 discussion. 13:53:56                  11 Q. Okay. And I'm sorry, can you remind me, 13:53:56                  12 who was involved in the discussions between MMP and 13:53:59                  13 their counsel and the NRA? 13:54:04                  14 Who were the -- 13:54:07                  15 MR. CICILIANO (VIA ZOOM): Objection; 13:54:08                  16 asked and answered. 13:54:08                  17 Go ahead. 13:54:09                  18 A. It -- it was me. In the -- in the one 13:54:09                  19 conversation that I specifically remember because I 13:54:14                  20 was on it, it was me, Sarah Rogers from the Brewer 13:54:16                  21 firm, and one attorney for MMP whose name I'm afraid 13:54:21                  22 escapes me. 13:54:28                  23 Q. Was Mr. Phillips involved in any of those 13:54:32                  24 discussions? 13:54:34                  25 A. He wasn't -- he wasn't on that call, but I 13:54:35                  Page 223</p>	<p>1 A. I'm sorry. The audio on your end is a 13:56:02                  2 little rocky. 13:56:05                  3 Q. Let me get a little bit closer. I'm 13:56:06                  4 trying to keep my face on screen and my voice at the 13:56:08                  5 same time. 13:56:11                  6 A. I know there are challenges. 13:56:11                  7 Q. When did you first learn -- let me go 13:56:14                  8 back. 13:56:17                  9 When did you first learn that Wayne 13:56:18                  10 LaPierre received from Mr. Stanton/McKenzie use of a 13:56:20                  11 112-foot yacht in the Bahamas? 13:56:26                  12 A. I don't recall specifically. I don't 13:56:29                  13 recall specifically. 13:56:35                  14 Q. Was it before 2020? 13:56:35                  15 A. I think it was in 2020 or not much before. 13:56:42                  16 Q. How did you learn of it? 13:56:46                  17 A. So this is -- is this me personally or the 13:56:49                  18 NRA's? 13:56:58                  19 Q. Let's start -- let's say the NRA. 13:56:59                  20 Apart from Wayne knowing that he's getting 13:57:02                  21 the gift, how did the NRA learn of the gift of 13:57:06                  22 112-foot yacht for a week in the Bahamas to 13:57:09                  23 Mr. LaPierre from Mr. Stanton? 13:57:12                  24 THE WITNESS (VIA ZOOM) (VIA ZOOM): 13:57:12                  25 And, Mr. Sheehan, I apologize. Can I speak with 13:57:18                  Page 225</p>

<p>1 counsel a minute? 13:57:20                  2 MR. SHEEHAN (VIA ZOOM): Sure. Let's 13:57:21                  3 go off the record. 13:57:26                  4 THE VIDEOGRAPHER (VIA ZOOM): We're 13:57:27                  5 going off the record. 13:57:28                  6 (Recess 1:57 p.m. to 2:00 p.m.) 13:58:28                  7 THE VIDEOGRAPHER (VIA ZOOM): We're 14:00:15                  8 back on the record at 2:00 o'clock. 14:00:23                  9 Q. Mr. Frazer, I was asking you before the 14:00:25                  10 break how the NRA learned of Mr. LaPierre's receipt 14:00:27                  11 of a 112-foot yacht for a week from 14:00:33                  12 Mr. Stanton/McKenzie? 14:00:39                  13 MR. CICILIANO (VIA ZOOM): Counsel, 14:00:39                  14 just to complete the record because we did take a 14:00:41                  15 break. I know there is an issue in some 14:00:43                  16 jurisdictions about certain -- we did go outside, had 14:00:45                  17 a conversation. He informed me how he learned. 14:00:46                  18 I would caution the witness regarding 14:00:49                  19 not to share the advice of legal counsel but to go 14:00:51                  20 ahead and -- not my legal advice but what you are 14:00:54                  21 about to testify to. You can go ahead and testify. 14:00:58                  22 Go ahead. 14:01:00                  23 A. So -- so, again, my recollection is that I 14:01:02                  24 learned this -- I learned this personally from 14:01:06                  25 Mr. Brewer. 14:01:12</p> <p style="text-align: right;">Page 226</p>	<p>1 What did you do about it? 14:02:46                  2 MR. CICILIANO (VIA ZOOM): I would 14:02:47                  3 just object to the characterization of the question. 14:02:48                  4 You can go ahead answer but I would warn you to the 14:02:50                  5 extent it involves attorney-client communications, 14:02:53                  6 those are protected. 14:02:57                  7 THE WITNESS (VIA ZOOM) (VIA ZOOM): 14:02:58                  8 Sure. 14:02:58                  9 A. Well, first of all, it was unclear to me 14:02:59                  10 whether it would be a gift. Second of all, at that 14:03:03                  11 point because I was also named as a defendant in the 14:03:08                  12 same litigation, I was immediately taking steps to 14:03:12                  13 segregate myself from matters in that litigation. 14:03:18                  14 Q. So I'm asking you now as the NRA. 14:03:23                  15 What did the NRA do when that allegation 14:03:27                  16 appeared in the Attorney General's complaint? 14:03:30                  17 MR. CICILIANO (VIA ZOOM): And I would 14:03:34                  18 just object to the extent it calls for work product 14:03:34                  19 and attorney-client privilege. 14:03:36                  20 A. And, I mean, the NRA began responding to 14:03:37                  21 it appropriately in connection with -- in connection 14:03:42                  22 with a litigation, but I can't testify to that 14:03:46                  23 because of my status. 14:03:50                  24 Q. You can't testify as to what the -- I'm 14:03:52                  25 confused, Mr. Frazer. 14:03:56</p> <p style="text-align: right;">Page 228</p>
<p>1 Q. And do you know when that was 14:01:15                  2 approximately? Let me say, was it in 2020? 14:01:17                  3 A. I can't say with a hundred percent 14:01:26                  4 certainty, but I think it was 2020. 14:01:29                  5 Q. Did you -- when you learned of the fact 14:01:33                  6 that Wayne had gotten a 112-foot yacht, a full crew, 14:01:35                  7 two jet skis, his whole family on the boat, full 14:01:41                  8 food and supplies and fuel for a week, what did you 14:01:46                  9 do? What did the NRA do? 14:01:48                  10 A. So just to clarify my previous answer. 14:01:51                  11 What I became aware of was that Mr. LaPierre had 14:01:54                  12 made some trips to the Bahamas. Those additional -- 14:02:00                  13 I did not become aware of those additional details, 14:02:04                  14 I think, until -- I think until some media report 14:02:08                  15 came out. I can't recall the media outlet. 14:02:14                  16 Q. Did you read the complaint filed by the 14:02:17                  17 Attorney General of New York? 14:02:20                  18 A. Yes. 14:02:22                  19 Q. Which detailed the use of the 112-foot 14:02:24                  20 yacht by Mr. LaPierre, correct? 14:02:29                  21 A. Yes. 14:02:30                  22 Q. So at that point, August of 2020, you were 14:02:31                  23 aware at least of the allegation that Mr. LaPierre 14:02:34                  24 had gotten a 112-foot yacht for a week as a -- as a 14:02:38                  25 gift from a supplier. 14:02:44</p> <p style="text-align: right;">Page 227</p>	<p>1 I'm asking you what the NRA did after it 14:03:57                  2 discovered that its executive VP was alleged to have 14:04:01                  3 received a gift, favor or gratuity from a supplier 14:04:05                  4 at least no later than August of 2020. What did the 14:04:10                  5 NRA do to investigate those allegations? 14:04:12                  6 A. Well, it's outside the scope of my 14:04:17                  7 preparation because I -- because I'm not involved in 14:04:21                  8 matters involving the NRA's response to your 14:04:23                  9 office's litigation. 14:04:27                  10 Q. No, so let's go back. You were asked as 14:04:28                  11 part of this to describe a compliance program. 14:04:31                  12 Earlier you discussed your role in that compliance 14:04:34                  13 program as involving review of conflicts of 14:04:36                  14 interest, right? You were the person. 14:04:39                  15 What did the reviewer of conflicts of 14:04:42                  16 interest do upon receiving this allegation with 14:04:45                  17 respect to Mr. LaPierre, not with respect to 14:04:48                  18 litigation, but with respect to Mr. LaPierre as an 14:04:50                  19 employee of the NRA? 14:04:53                  20 A. I didn't take any steps personally because 14:04:55                  21 the matter was being handled by litigation counsel. 14:05:01                  22 Q. The matter meaning the -- what the 14:05:05                  23 compliance program does with respect to Mr. LaPierre 14:05:07                  24 was being handled by litigation counsel? 14:05:10                  25 A. Issues -- issues surrounding these 14:05:12</p> <p style="text-align: right;">Page 229</p>

1 allegations were being handled by litigation 14:05:16  
 2 counsel. 14:05:19  
 3 Q. Let me go back. Your form -- 14:05:19  
 4 A. Could I ask you to adjust your screen? 14:05:21  
 5 I'm basically seeing you from the forehead up at 14:05:24  
 6 this point. 14:05:26  
 7 Q. Last time it was lower than that. But, 14:05:27  
 8 okay, let's -- 14:05:29  
 9 A. Thanks. It's much better. 14:05:30  
 10 Q. So your conflict of interest form for 2016 14:05:32  
 11 has a question to Mr. LaPierre: Have you or any 14:05:37  
 12 relative received or you or any relative expect to 14:05:41  
 13 receive any gift, gratuity, personal favor, 14:05:44  
 14 entertainment for either retail price or fair market 14:05:48  
 15 value in excess of \$300 from any person or entity 14:05:50  
 16 that has or is seeking a business relationship with 14:05:53  
 17 or received funds from NRA or any NRA entity. 14:05:56  
 18 Mr. LaPierre checked "no." 14:06:00  
 19 Assuming that he received the use of a 14:06:02  
 20 112-foot yacht for his family, including his wife, 14:06:06  
 21 his niece, and other family members, from David 14:06:11  
 22 McKenzie/Stanton, in your opinion, was the answer 14:06:15  
 23 "no" to that number 4 correct? 14:06:17  
 24 MR. CICILIANO (VIA ZOOM): I would 14:06:21  
 25 just object; calls for speculation. 14:06:22  
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1 Go ahead. 14:06:28  
 2 A. You know, at a minimum it's a topic that I 14:06:29  
 3 think would have warranted some discussion about the 14:06:34  
 4 definition of gifts or -- and so on and the business 14:06:35  
 5 relationships, family relationships involved. 14:06:39  
 6 Q. Is there any doubt in your mind that the 14:06:42  
 7 use of a 112-foot yacht for a week is worth more 14:06:44  
 8 than \$300? 14:06:47  
 9 A. No. 14:06:49  
 10 Q. Is there any doubt -- 14:06:51  
 11 MR. CICILIANO (VIA ZOOM): I object; 14:06:52  
 12 depends on the condition of the yacht. 14:06:53  
 13 MR. SHEEHAN (VIA ZOOM): Fair enough. 14:06:59  
 14 Okay. 14:06:59  
 15 Q. Shouldn't Wayne have discussed with the 14:07:03  
 16 board and with you the acceptance of the use of a 14:07:05  
 17 112-foot yacht for a week from a supplier, the owner 14:07:10  
 18 of a supplier? 14:07:12  
 19 MR. CICILIANO (VIA ZOOM): I would 14:07:14  
 20 just object; it calls for speculation, outside the 14:07:14  
 21 scope. 14:07:16  
 22 And you're talking "you" him 14:07:16  
 23 personally? 14:07:17  
 24 Q. You as the -- I'm sorry, no. You the NRA. 14:07:18  
 25 MR. CICILIANO (VIA ZOOM): Then I 14:07:26  
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1 object; asked and answered. 14:07:27  
 2 A. Right. I think I answered that when I 14:07:27  
 3 said that it would have warranted some discussion as 14:07:30  
 4 to, you know, any -- people come to me regularly 14:07:32  
 5 with questions about whether something requires 14:07:35  
 6 disclosure. We look at the terms of the documents 14:07:38  
 7 and try to answer it. 14:07:41  
 8 Q. And so Wayne did not do that? 14:07:41  
 9 A. No. 14:07:45  
 10 Q. Should Wayne have participated -- assuming 14:07:50  
 11 that Wayne did receive a gift in excess of \$300 from 14:07:53  
 12 David Stanton/McKenzie, should he have participated 14:07:57  
 13 under the conflict of interest rules of the NRA in 14:08:02  
 14 any negotiations or contract discussions or contract 14:08:06  
 15 reviews with the McKenzie/Stanton entity? 14:08:08  
 16 MR. CICILIANO (VIA ZOOM): I just 14:08:13  
 17 object; calls for a legal conclusion, calls for 14:08:14  
 18 speculation. 14:08:17  
 19 A. And with respect to drawing any legal 14:08:17  
 20 conclusion, I think -- I think we would have to 14:08:20  
 21 analyze the -- analyze the wording of the policy. 14:08:22  
 22 However, I would say that, you know, it's -- that 14:08:26  
 23 it's certainly an item that should have been 14:08:32  
 24 discussed and discussed whether -- you know, whether 14:08:34  
 25 there's an appropriate avenue for review by the 14:08:36  
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1 audit committee, for example. 14:08:41  
 2 Q. Okay. But you're testifying as the NRA, 14:08:42  
 3 your compliance and conflict of interest policies. 14:08:46  
 4 Once he received the use of this yacht for 14:08:50  
 5 a week would, would the conflict of interest 14:08:52  
 6 policies preclude him from participating in 14:08:55  
 7 negotiating or overseeing the contract with the 14:08:58  
 8 McKenzie entity? 14:09:01  
 9 MR. CICILIANO (VIA ZOOM): Objection; 14:09:01  
 10 calls for speculation, incomplete hypothetical. 14:09:03  
 11 Go ahead. 14:09:05  
 12 A. And, I'm sorry, but I'm afraid I can't 14:09:05  
 13 answer that without reference to the language of the 14:09:08  
 14 policy itself. 14:09:11  
 15 Q. Where would you -- what document would you 14:09:15  
 16 look to to find that? 14:09:18  
 17 A. That would be the 2016 conflict of 14:09:19  
 18 interest and related party transactions policy. 14:09:21  
 19 Q. So as of today without having this the 14:09:30  
 20 specific document in front of you, as the 14:09:33  
 21 representative of the NRA, you cannot say whether 14:09:34  
 22 LaPierre's continued involvement in contracts with 14:09:41  
 23 Stanton/McKenzie's companies would violate the 14:09:43  
 24 policy once he has accepted the gift, correct? 14:09:46  
 25 A. Again, being a cautious attorney, I would 14:09:49  
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1 rather -- 14:09:54  
 2 Q. I'm asking about the NRA, not the cautious 14:09:54  
 3 attorney. 14:09:57  
 4 The NRA cannot say whether the conflict of 14:09:58  
 5 interest policy would preclude him? 14:10:02  
 6 A. The NRA -- I think the NRA would want to 14:10:05  
 7 look at the policy, too. 14:10:08  
 8 MR. CICILIANO (VIA ZOOM): So he can 14:10:13  
 9 give you the interpretation of the policy but he's 14:10:14  
 10 asking for it. 14:10:17  
 11 MR. SHEEHAN (VIA ZOOM): I don't have 14:10:17  
 12 it. I'm asking him as the representative of the 14:10:18  
 13 entity whether it would be a violation and he's 14:10:21  
 14 unable to answer that. 14:10:24  
 15 Q. You're unable to answer that question, 14:10:25  
 16 Mr. Frazer, as the representative of the NRA without 14:10:27  
 17 the -- 14:10:29  
 18 A. I'm unable -- I'm unable to answer it 14:10:30  
 19 without speculating unless I review the document. 14:10:33  
 20 Q. With respect to the Philips consulting 14:10:47  
 21 contract, the Weaver consulting contract, the -- let 14:10:50  
 22 me go back a second. 14:10:56  
 23 Mr. Marcellin, do you know who 14:11:01  
 24 Mr. Marcellin is? 14:11:03  
 25 A. I do. 14:11:04

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1 Q. According to the 2018 990, Mr. Marcellin 14:11:05  
 2 had a contract with the Lockton Affinity Company for 14:11:08  
 3 over \$550,000 at a time when he was managing the 14:11:15  
 4 relationship with the Lockton Affinity Company; is 14:11:19  
 5 that correct? 14:11:22  
 6 A. I believe the contract -- I believe the 14:11:26  
 7 contract took effect after he retired from the NRA. 14:11:29  
 8 It was no longer managing the relationship. 14:11:33  
 9 Q. Do you know when he negotiated the 14:11:36  
 10 contract with Lockton Affinity? 14:11:38  
 11 A. I think the negotiation occurred before 14:11:42  
 12 his retirement. 14:11:45  
 13 Q. And were you as the conflict of 14:11:46  
 14 interest -- you would have been as the conflict of 14:11:51  
 15 interest person advised of those negotiations? 14:11:54  
 16 A. No. 14:11:56  
 17 Q. Do you know why those negotiations were 14:11:56  
 18 not reported on the 2017 990? 14:11:58  
 19 A. The NRA wasn't -- the NRA wasn't aware of 14:12:01  
 20 his contract with Lockton until 2017. 14:12:05  
 21 Q. Until 2018. Until 2018, right? 14:12:10  
 22 A. No, 2017. 14:12:14  
 23 Q. How did the NRA learn of Marcellin's 14:12:16  
 24 contract? 14:12:20  
 25 A. It came out during the investigation of 14:12:21

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1 the -- by the New York Department of Financial 14:12:26  
 2 Services relating to the NRA's insurance Affinity 14:12:30  
 3 programs. 14:12:36  
 4 Q. In your opinion, as the custodian of the 14:12:37  
 5 conflict of interest policy at the NRA, this is -- 14:12:39  
 6 in the NRA's opinion, would negotiating a contract 14:12:43  
 7 with a vendor for a continued payment after 14:12:46  
 8 retirement be a violation of the conflict of 14:12:49  
 9 interest policy? 14:12:52  
 10 MR. CICILIANO (VIA ZOOM): Objection; 14:12:54  
 11 calls for speculation, incomplete hypothetical. 14:12:56  
 12 Go ahead. 14:12:57  
 13 A. Again, without -- without referring to the 14:12:57  
 14 policy, what I would say is that it would be 14:13:00  
 15 something that should certainly have been disclosed 14:13:02  
 16 at the time and reviewed. 14:13:04  
 17 Q. Did Mr. Marcellin have to fill out a 14:13:06  
 18 conflict of interest disclosure form? 14:13:13  
 19 A. No, not at the time. 14:13:15  
 20 Q. How would you -- for people who did not 14:13:20  
 21 have to fill out a conflict of interest form, how 14:13:22  
 22 would you find out whether they would have a 14:13:24  
 23 conflict of interest; "you" meaning the NRA? 14:13:26  
 24 A. Well, under the -- under the statement of 14:13:29  
 25 corporate ethics -- I'm sorry. I was trying to 14:13:37

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1 remember the title of the document -- which is 14:13:39  
 2 published to all employees in the NRA employee 14:13:42  
 3 handbook, employees are supposed to avoid conflicts 14:13:46  
 4 of interest in all respects and, you know, take 14:13:52  
 5 appropriate steps to avoid or remedy them. I can't 14:13:56  
 6 remember the specific terms. 14:14:01  
 7 Q. What did Mr. Marcellin do for Lockton 14:14:04  
 8 Affinity for his money? 14:14:09  
 9 A. I don't know. I don't know his activities 14:14:12  
 10 for a third entity. 14:14:15  
 11 Q. The NRA reported income -- that income on 14:14:19  
 12 the 2018 return. You know what, let's save that for 14:14:23  
 13 later this week. 14:14:30  
 14 When you learn of the Marcellin contract 14:14:32  
 15 what, if any, action did NRA take with respect to 14:14:37  
 16 Mr. Marcellin? 14:14:40  
 17 A. Well, Mr. Marcellin had already retired. 14:14:41  
 18 Q. Right. 14:14:44  
 19 A. So the NRA -- you know, the NRA stopped 14:14:45  
 20 paying Mr. Marcellin's -- the consulting contract 14:14:52  
 21 that the NRA had with him and eventually 14:14:56  
 22 negotiated -- and eventually negotiated a settlement 14:15:02  
 23 of the dispute over that. 14:15:06  
 24 Q. And who negotiated that deal? 14:15:08  
 25 A. Outside counsel. 14:15:12

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1 Q. Mr. Brewer again? 14:15:14  
 2 A. Ms. Rogers, I believe. 14:15:16  
 3 Q. Ms. Rogers of the Brewer firm? 14:15:18  
 4 A. Correct. 14:15:20  
 5 Q. And was the board advised of the 14:15:21  
 6 negotiations and the settlements? 14:15:24  
 7 MR. CICILIANO (VIA ZOOM): I just 14:15:30  
 8 object generally to the extent that it calls for 14:15:31  
 9 revealing attorney-client privilege, but you can go 14:15:33  
 10 ahead. 14:15:36  
 11 A. I don't recall. 14:15:36  
 12 Q. Was the board ever advised by anyone of 14:15:38  
 13 the negotiations and settlement with Mr. Marcellin? 14:15:41  
 14 A. I don't recall. 14:15:45  
 15 Q. What was the -- what were the terms of the 14:15:47  
 16 Marcellin settlement? 14:15:49  
 17 A. He released his claims against the NRA and 14:15:51  
 18 the NRA paid a discounted amount of the amounts that 14:15:53  
 19 otherwise would have been due. 14:16:00  
 20 Q. How much was it? 14:16:02  
 21 A. I don't -- 14:16:06  
 22 MR. CICILIANO (VIA ZOOM): And I would 14:16:07  
 23 just object. If you know that it's subject to some 14:16:08  
 24 sort of confidentiality order, don't reveal it. 14:16:12  
 25 MR. SHEEHAN (VIA ZOOM): This 14:16:13  
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1 confidentiality business, this is a federal court 14:16:14  
 2 bankruptcy proceeding. You know, your contractual 14:16:16  
 3 obligations are different from what the law requires 14:16:20  
 4 the witness to testify to so -- 14:16:23  
 5 MR. CICILIANO (VIA ZOOM): He hasn't 14:16:26  
 6 identified whether or not that's an actual thing. 14:16:29  
 7 I'm just warning him in case there is something I 14:16:31  
 8 need to know about so I can advise him accordingly. 14:16:34  
 9 I'm not trying to interfere with that should it be 14:16:37  
 10 proper for him to tell you. I'm not stopping it. I 14:16:39  
 11 just need to know so that I can make sure it's fine. 14:16:41  
 12 I'm sure you understand. 14:16:44  
 13 Q. Mr. Frazer, how much money -- what was the 14:16:45  
 14 settlement amount that was paid to Mr. Marcellin 14:16:48  
 15 pursuant to this settlement you talked about before? 14:16:51  
 16 A. You know, I don't have the numbers at my 14:16:54  
 17 fingertips, but there -- it was in two payments that 14:16:56  
 18 were reported in the NRA's schedules or statements 14:17:00  
 19 in this case. 14:17:03  
 20 Q. When were the payments made? 14:17:05  
 21 A. I believe -- I believe early 2020. 14:17:08  
 22 Q. Okay. What was the precipitating event 14:17:19  
 23 for deciding to negotiate with Mr. Marcellin 14:17:22  
 24 concerning the -- his contract and the payments from 14:17:25  
 25 Lockton Affinity? 14:17:30  
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1 MR. CICILIANO (VIA ZOOM): And I would 14:17:32  
 2 just object to the extent it calls for 14:17:33  
 3 attorney-client communications. 14:17:36  
 4 A. Mr. Marcellin threatened to sue us for 14:17:36  
 5 breach of contract. 14:17:39  
 6 Q. Did you have discussions with 14:17:44  
 7 Mr. Marcellin personally? 14:17:45  
 8 MR. CICILIANO (VIA ZOOM): Objection; 14:17:49  
 9 time. Ever or regarding this? 14:17:50  
 10 Q. Regarding this. 14:17:52  
 11 A. Regarding the settlement or the threatened 14:17:54  
 12 lawsuit? 14:17:56  
 13 Q. Let's start with threatened lawsuit. Did 14:17:58  
 14 he talk to you personally about it? 14:18:00  
 15 A. No. 14:18:02  
 16 Q. Who did he talk to? 14:18:02  
 17 A. I think we heard from his counsel. 14:18:04  
 18 Q. And who did the counsel talk to? 14:18:08  
 19 A. I'm trying to remember if I got any 14:18:12  
 20 communication, but ultimately I know he talked to 14:18:22  
 21 Ms. Rogers. Counsel talked to Ms. Rogers, that is. 14:18:25  
 22 Q. With respect to the Weaver consulting 14:18:30  
 23 contract -- let me go back, skip that for a second. 14:18:40  
 24 The -- is it true that contract management 14:18:45  
 25 has now been centralized at the NRA? 14:18:52  
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1 A. We don't have a single contract manager. 14:18:56  
 2 I know that's something that we're looking at. But 14:19:04  
 3 we -- we are taking much greater steps to enforce 14:19:07  
 4 our long-standing requirement that contracts -- that 14:19:12  
 5 copies of all contracts be provided to the financial 14:19:15  
 6 services division so they can check and -- check for 14:19:18  
 7 the status of any contract before payments are made. 14:19:22  
 8 Q. So is it accurate to say that contract 14:19:25  
 9 management has now been centralized? 14:19:28  
 10 MR. CICILIANO (VIA ZOOM): Objection; 14:19:30  
 11 vague as to centralized but. 14:19:31  
 12 A. It's -- 14:19:33  
 13 Q. All language. 14:19:36  
 14 A. The responsibility has -- the 14:19:37  
 15 responsibility has always been with financial 14:19:38  
 16 services. 14:19:41  
 17 Q. The responsibility for what, managing the 14:19:44  
 18 contracts? 14:19:45  
 19 A. Right, for overseeing and documenting 14:19:47  
 20 contracts. 14:19:50  
 21 Q. What about the EVP consulting budget, has 14:19:50  
 22 that always been centralized? 14:19:54  
 23 A. I mean, it's like -- it's like other 14:19:58  
 24 budget -- it's like other budget areas within the 14:20:00  
 25 NRA. We have a financial services division includes 14:20:05  
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<p>1 the budget manager but the budget manager helps work 14:20:06                  2 out the budget for all divisions. But then every 14:20:12                  3 division is responsible for supervising its own 14:20:15                  4 contracts. 14:20:18                  5 Q. So contract management has not been 14:20:18                  6 centralized? 14:20:21                  7 MR. CICILIANO (VIA ZOOM): I would 14:20:24                  8 object to the term "centralized." It's vague. 14:20:24                  9 A. Maybe I'm just not clear what you mean by 14:20:28                  10 contract management. 14:20:32                  11 Q. I'm using a phrase that was used by the 14:20:36                  12 NRA. So let me ask you this: At one point in 2020, 14:20:39                  13 we were told by witnesses that there are certain 14:20:47                  14 contracts that the contract management staff was not 14:20:50                  15 even allowed to see. 14:20:53                  16 Is that consistent with your understanding 14:20:55                  17 as the NRA witness here? 14:20:57                  18 MR. CICILIANO (VIA ZOOM): Objection; 14:20:59                  19 incomplete statement as to foundation for your claim 14:21:00                  20 that this is what other employees said as well as 14:21:05                  21 vague as to time. 14:21:07                  22 Q. I'll ask you: Is it true, Mr. Frazer, 14:21:08                  23 that there were certain contracts that the contract 14:21:10                  24 management staff was not allowed to see at the NRA? 14:21:14                  25 MR. CICILIANO (VIA ZOOM): Objection; 14:21:18                  Page 242</p>	<p>1 A. As to requests for proposals, the answer 14:22:44                  2 is yes, because some -- some contracts are exempt 14:22:47                  3 from our competitive bidding requirements. 14:22:52                  4 Q. I thought competitive bidding are two 14:22:55                  5 different processes. 14:22:58                  6 A. I'm sorry, I couldn't hear you. 14:22:59                  7 Q. I thought the competitive bidding is one 14:23:01                  8 process; the RFP is a second process. So I asked 14:23:05                  9 you is with respect to contracts which are not 14:23:07                  10 subject to competitive bidding, I didn't ask this 14:23:10                  11 but now I'm asking it. 14:23:12                  12 With contracts who were not subject to 14:23:13                  13 competitive bidding over \$100,000, were they always 14:23:16                  14 subject to an RFP process since the beginning of 14:23:19                  15 2018? 14:23:22                  16 A. So you're talking about RFPs for sole 14:23:24                  17 source contracts? 14:23:29                  18 Q. Anything that was not a competitive bid 14:23:30                  19 contract. 14:23:33                  20 A. There have been -- there have been 14:23:35                  21 noncompetitively bid contracts executed without 14:23:40                  22 RFPs. 14:23:45                  23 Q. Executed without your -- I couldn't hear 14:23:45                  24 it. 14:23:48                  25 A. Without -- without RFPs. 14:23:48                  Page 244</p>
<p>1 vague as to time. 14:21:19                  2 A. Right. And that was true at one -- that 14:21:21                  3 was true at one time. However, now contracts are 14:21:23                  4 centralized within the financial services division. 14:21:26                  5 Q. When did that -- when did that situation 14:21:29                  6 change? 14:21:32                  7 A. I'm not sure exactly but, you know, after 14:21:35                  8 the review of all of these issues in 2018. 14:21:41                  9 Q. Was it -- was it 2020? 14:21:44                  10 A. I do -- I don't know for sure and I don't 14:21:48                  11 know if it all happened at a single date. 14:21:55                  12 Q. But you're confident that as of today all 14:21:57                  13 contracts are provided to the financial services 14:22:02                  14 division? 14:22:04                  15 A. That's my understanding. 14:22:04                  16 Q. No. Yours, the NRA's understanding? 14:22:06                  17 A. Yes. 14:22:09                  18 Q. What about contracts involving security 14:22:11                  19 issues for the NRA? 14:22:14                  20 A. I believe they're treated like any other 14:22:20                  21 contract. 14:22:22                  22 Q. In -- since the beginning of 2018, has 14:22:26                  23 there ever been a situation where a contract over 14:22:30                  24 \$100,000 is not supported either by a request for 14:22:33                  25 proposals and/or a signed document? 14:22:37                  Page 243</p>	<p>1 Q. What contracts are they? 14:23:51                  2 A. Law firms. I can't -- I don't -- I don't 14:23:54                  3 have -- it would be a range of contracts and I can't 14:24:11                  4 point to specific instances. 14:24:14                  5 But just to be -- just to be clear, I'm 14:24:16                  6 not sure -- I'm not sure you and the NRA have quite 14:24:21                  7 the same understanding of RFPs. I mean, you know, 14:24:25                  8 we're not -- contracts aren't coming in out of the 14:24:31                  9 blue. They don't fall on us out of the sky. 14:24:34                  10 If a -- you know, we would put out a 14:24:37                  11 formal RFP or bid request if we're seeking -- if 14:24:41                  12 we're seeking services from multiple vendors. If 14:24:44                  13 there's a single vendor that we believe is well 14:24:48                  14 advised to use and falls outside the competitive bid 14:24:53                  15 requirement, then maybe -- maybe approaching that 14:24:56                  16 vendor amounts to an RFP. But again, there may be 14:25:02                  17 just a different understanding. 14:25:08                  18 Q. Approaching a single vendor in your view 14:25:09                  19 could satisfy the RFP process set forth in your 14:25:13                  20 procurement policy? 14:25:17                  21 A. If there's no -- if the contract falls 14:25:18                  22 outside of the competitive bid requirement, yes. 14:25:20                  23 Q. Okay. Has the NRA entered into oral 14:25:23                  24 contracts or oral amendments of contracts for a 14:25:32                  25 value exceeding \$100,000 since January 1, 2018? 14:25:38                  Page 245</p>

<p>1 A. Oral contracts -- or what was the second? 14:25:43                  2 Q. Oral extensions or modifications of 14:25:50                  3 existing contracts. 14:25:53                  4 A. I don't know. 14:25:57                  5 Q. Okay. Who would you ask to find out? 14:26:01                  6 A. Ms. Rowling, Mr. LaPierre. 14:26:12                  7 Q. Anybody else? 14:26:15                  8 A. Not that I can think of. 14:26:22                  9 Q. Mr. Spray? 14:26:24                  10 A. I was thinking current employees but 14:26:26                  11 Mr. Spray certainly. 14:26:29                  12 Q. Is Mr. Spray a current employee? 14:26:32                  13 A. I'm sorry. We're in transitional stage 14:26:34                  14 obviously, but yes, Mr. Spray. 14:26:37                  15 Q. What records would you consult to find out 14:26:39                  16 whether all modifications or either oral contracts 14:26:42                  17 over \$100,000 or oral modifications over \$100,000? 14:26:48                  18 MR. CICILIANO (VIA ZOOM): Written 14:26:52                  19 records or spoken records? 14:26:53                  20 Q. Any -- any documentation of an oral 14:26:54                  21 contract, where would I go to find those? 14:26:59                  22 A. You know, you might have -- you might have 14:27:02                  23 an email or other written communication in which 14:27:04                  24 someone says this was agreed to or something like 14:27:09                  25 that, but I couldn't point you to specific 14:27:12</p> <p style="text-align: right;">Page 246</p>	<p>1 just object. This is outside the scope. 14:28:41                  2 MR. SHEEHAN (VIA ZOOM): This is part 14:28:44                  3 of Article 10, Section 10. 14:28:44                  4 MR. CICILIANO (VIA ZOOM): What part 14:28:48                  5 of Section 10 speaks to accounting practices? 14:28:49                  6 MR. SHEEHAN (VIA ZOOM): Each 14:28:53                  7 evaluation or analysis by any person at any time in 14:28:54                  8 the performance of any NRA contract or vendor. 14:28:57                  9 MR. CICILIANO (VIA ZOOM): It's 14:29:02                  10 overbroad and ambiguous. 14:29:22                  11 Q. Mr. Frazer, can you tell me with respect 14:29:04                  12 to expenses which are incurred but not reported what 14:29:09                  13 evaluation or analysis does the NRA do of those 14:29:12                  14 costs? 14:29:15                  15 A. Well, I mean, you're speaking -- I'm not 14:29:21                  16 sure how -- I mean, look, that would fall more under 14:29:31                  17 the accounting staff. However, because it's 14:29:37                  18 primarily an issue of making sure the expense is 14:29:39                  19 properly accrued to the right time period. 14:29:42                  20 However, you know, you would see what -- 14:29:44                  21 you know, what the anticipated amount is and 14:29:50                  22 presumably a responsible manager has an idea of 14:29:55                  23 whether the amount is reasonable. And then -- and 14:29:59                  24 then ultimately, of course, it's not going to be 14:30:02                  25 paid until it's invoiced and then the invoice will 14:30:05</p> <p style="text-align: right;">Page 248</p>
<p>1 instances. 14:27:15                  2 Q. To your knowledge, were any oral contracts 14:27:18                  3 entered into for over \$100,000 since January 1, 14:27:22                  4 2018? 14:27:27                  5 A. I think I answered that I didn't know. 14:27:27                  6 Q. Okay. How does your system, your existing 14:27:32                  7 contract system, capture incurred but not reported 14:27:40                  8 contract expenditures? 14:27:45                  9 A. I'm sorry. Say again. Can you say again? 14:27:47                  10 Q. Sure. How does -- how does the NRA system 14:27:50                  11 capture incurred but not yet reported contract 14:27:53                  12 expenditures? 14:27:56                  13 A. Incurred but not yet reported. 14:27:57                  14 Q. Right. So I have done the work. I 14:28:02                  15 haven't sent you an invoice yet. How does the 14:28:03                  16 system capture or identify those -- those 14:28:06                  17 obligations? 14:28:10                  18 A. We would ask -- we would ask -- when 14:28:12                  19 something like that occurs, we would ask for the 14:28:16                  20 vendor to provide an amount or estimate so that it 14:28:19                  21 could be properly accrued. 14:28:24                  22 Q. Something like -- okay. I'll go back. 14:28:29                  23 And did -- is there a system for capturing 14:28:32                  24 those incurred but not reported expenditures? 14:28:35                  25 MR. CICILIANO (VIA ZOOM): I would 14:28:41</p> <p style="text-align: right;">Page 247</p>	<p>1 be reviewed as any other invoice. 14:30:10                  2 Q. To go back to Mr. LaPierre and his 14:30:11                  3 expenses -- or his expenses incurred by the NRA 14:30:16                  4 which were reimbursed to him, were paid for for him, 14:30:19                  5 where would I go to find the documents which support 14:30:23                  6 the dollar value which was decided upon by the -- by 14:30:26                  7 whoever negotiated the deal with him for the 14:30:32                  8 repayment? 14:30:35                  9 A. You're referring to the reimbursement of 14:30:36                  10 the private air travel? 14:30:39                  11 Q. Correct. 14:30:41                  12 A. Any of that documentation, as far as I 14:30:43                  13 know, would be with outside counsel. 14:30:48                  14 Q. What about Mr. Sloane? 14:30:51                  15 A. Mr. Sloane wasn't involved in that as far 14:30:56                  16 as I know, unless I'm mistaken. 14:31:00                  17 Q. So there's a spreadsheet. Are there 14:31:02                  18 documents supporting the spreadsheet? 14:31:05                  19 A. Just to be clear, Sloane was the -- is the 14:31:08                  20 expert in the Cox matter. 14:31:13                  21 Q. Sorry. Okay. I have got -- I apologize. 14:31:15                  22 Go back to Wayne LaPierre and the 14:31:18                  23 negotiations about how much he would have to repay. 14:31:21                  24 The source documents for the amount that was arrived 14:31:25                  25 upon, where would they be? 14:31:29</p> <p style="text-align: right;">Page 249</p>

<p>1 A. Just to -- 14:31:32</p> <p>2 MR. CICILIANO (VIA ZOOM): I would 14:31:35</p> <p>3 object to scope, to the extent you know. And I would 14:31:36</p> <p>4 caution you not to reveal attorney-client privileged 14:31:39</p> <p>5 information or work product. 14:31:41</p> <p>6 A. So my understanding is that the -- is that 14:31:44</p> <p>7 that analysis was conducted based on flight invoices 14:31:51</p> <p>8 provided by the travel agent II and IS or GS2, you 14:31:55</p> <p>9 know, collected by the Brewer firm, compiled into a 14:32:08</p> <p>10 spreadsheet by the Brewer firm and then subjected to 14:32:11</p> <p>11 analysis by tax counsel. 14:32:14</p> <p>12 Q. In preparation for today's testimony, did 14:32:16</p> <p>13 you examine both the spreadsheet and the underlying 14:32:18</p> <p>14 document? 14:32:21</p> <p>15 A. No. 14:32:22</p> <p>16 Q. And in determining the amount that was due 14:32:27</p> <p>17 from Mr. LaPierre and investigating it, did the NRA 14:32:30</p> <p>18 consider anything other than the air expenses you've 14:32:35</p> <p>19 just described? 14:32:39</p> <p>20 MR. CICILIANO (VIA ZOOM): Objection 14:32:41</p> <p>21 to the extent it was asked and answered, calls for 14:32:41</p> <p>22 attorney-client privilege. 14:32:47</p> <p>23 A. And I'm afraid I don't know. 14:32:48</p> <p>24 Q. Okay. How does the NRA know that there 14:32:52</p> <p>25 aren't additional expenses which Mr. LaPierre 14:32:57</p> <p style="text-align: right;">Page 250</p>	<p>1 issues. 14:34:33</p> <p>2 Q. Okay. And did you look at the documents 14:34:34</p> <p>3 they examined in order to determine there were no 14:34:38</p> <p>4 additional costs due? 14:34:40</p> <p>5 A. I did not. 14:34:41</p> <p>6 Q. And I'm trying to remember the second part 14:34:42</p> <p>7 of the question. 14:34:48</p> <p>8 A. But there was a second part. 14:34:50</p> <p>9 Q. The determination -- the determination 14:34:54</p> <p>10 that there were no other expenses by -- that 14:35:00</p> <p>11 Mr. LaPierre should be called upon the to repay was 14:35:04</p> <p>12 undertaken by the Brewer firm; is that correct? 14:35:08</p> <p>13 A. Yes, although I'm afraid I don't know if 14:35:15</p> <p>14 that was discussed with tax counsel. 14:35:18</p> <p>15 Q. And the tax counsel -- there was Wayne 14:35:21</p> <p>16 LaPierre's tax counsel and there was tax counsel for 14:35:23</p> <p>17 the NRA. Was there anybody else there? 14:35:27</p> <p>18 A. That's all I know of. And just to be 14:35:32</p> <p>19 clear -- never mind. I was right. Okay. Nothing 14:35:36</p> <p>20 to add. 14:35:41</p> <p>21 Q. Okay. At this point it is pretty clear to 14:35:42</p> <p>22 me that -- Mr. Frazer, that you are not prepared to 14:35:45</p> <p>23 answer questions regarding the identification, 14:35:48</p> <p>24 investigation, determination and calculation of 14:35:52</p> <p>25 amounts that could possibly be due for Mr. LaPierre 14:35:57</p> <p style="text-align: right;">Page 252</p>
<p>1 incurred that were billed to the NRA and should not 14:33:02</p> <p>2 have been during the time period 2014 to present? 14:33:07</p> <p>3 MR. CICILIANO (VIA ZOOM): I would 14:33:12</p> <p>4 just caution to the extent that it's -- not to share 14:33:14</p> <p>5 attorney-client communications, but go ahead. 14:33:16</p> <p>6 A. I think that -- I think that because of 14:33:18</p> <p>7 the depth of the review of everything that we have 14:33:20</p> <p>8 undergone since 2018, we have engaged in voluminous 14:33:24</p> <p>9 collection, screening and production to you of 14:33:30</p> <p>10 documents, I think that certainly should provide a 14:33:32</p> <p>11 factual basis for what we looked at. 14:33:40</p> <p>12 Q. Right. This is a different question. 14:33:42</p> <p>13 Somebody -- did anybody investigate the expenses, 14:33:45</p> <p>14 other than the airfare expenses, and did anybody 14:33:50</p> <p>15 determine whether there were additional amounts due 14:33:53</p> <p>16 apart from the airfare expenses for Mr. LaPierre? 14:33:56</p> <p>17 A. I know -- so two-part question. The first 14:34:00</p> <p>18 part is yes, matters other than airfare have 14:34:04</p> <p>19 certainly been reviewed and investigated. And -- 14:34:07</p> <p>20 and as to the second part whether any decision has 14:34:13</p> <p>21 been made that any others need to be reimbursed, I'm 14:34:17</p> <p>22 not aware of any at this time. 14:34:21</p> <p>23 Q. Okay. So that review and investigation of 14:34:22</p> <p>24 expenses other than the airfare, who did that? 14:34:25</p> <p>25 A. I know the Brewer firm has looked at those 14:34:28</p> <p style="text-align: right;">Page 251</p>	<p>1 apart from the airfare or to describe to us the 14:35:59</p> <p>2 thought process and decision-making process by the 14:36:05</p> <p>3 NRA with respect to limiting the recoveries to those 14:36:08</p> <p>4 amounts. Am I being unfair? 14:36:12</p> <p>5 MR. CICILIANO (VIA ZOOM): I would 14:36:14</p> <p>6 just object to your characterization. We're happy to 14:36:15</p> <p>7 meet and confer on that if we need to. And should we 14:36:19</p> <p>8 make the decision or determination that he is, we 14:36:21</p> <p>9 can -- we have three other 30(b)(6) depositions 14:36:24</p> <p>10 coming forward as well as Mr. Frazer's personal 14:36:26</p> <p>11 deposition. I'm sure we can reach some sort of 14:36:29</p> <p>12 agreement on that. 14:36:32</p> <p>13 MR. SHEEHAN (VIA ZOOM): Okay. I 14:36:33</p> <p>14 think at this point let's take a 2-minute break, 14:36:34</p> <p>15 Stephen, and then we'll pass the witness -- let's 14:36:38</p> <p>16 take a 2-minute break and then we'll come back. 14:36:41</p> <p>17 MR. CICILIANO (VIA ZOOM): Can we make 14:36:46</p> <p>18 it 5 just so we can use the rest room and avoid the 14:36:47</p> <p>19 next one? 14:36:50</p> <p>20 MR. SHEEHAN (VIA ZOOM): Sure. Sounds 14:36:51</p> <p>21 good. 14:36:53</p> <p>22 THE VIDEOGRAPHER (VIA ZOOM): We're 14:36:53</p> <p>23 going off the record at 2:36. We're off the record. 14:36:54</p> <p>24 (Recess 2:36 p.m. to 2:43 p.m.) 14:36:59</p> <p>25 THE VIDEOGRAPHER (VIA ZOOM): We're 14:43:38</p> <p style="text-align: right;">Page 253</p>

1 back on the record at 2:43. 14:43:56  
 2 Q. So Mr. Frazer what, if any, role did the 14:44:00  
 3 counsel's office of the NRA have in negotiating or 14:44:05  
 4 executing the settlement agreement with 14:44:09  
 5 Mr. Marcellin that you described in your earlier 14:44:12  
 6 testimony? 14:44:19  
 7 A. We didn't negotiate it. However, once I 14:44:22  
 8 believe I reviewed -- I believe I reviewed drafts at 14:44:30  
 9 some point after it had been negotiated, and I may 14:44:35  
 10 have signed the settlement agreement. 14:44:41  
 11 Q. Have there been any negotiations 14:44:47  
 12 concerning the termination of the Philips consulting 14:44:51  
 13 contract? 14:44:53  
 14 A. I don't -- I don't know the answer to 14:44:55  
 15 that. 14:44:56  
 16 Q. Have there been any negotiations 14:44:57  
 17 concerning the termination of the Weaver consulting 14:44:59  
 18 contract? 14:45:02  
 19 A. That contract is expired. 14:45:03  
 20 Q. Prior to its expiration, were there any 14:45:06  
 21 negotiations about terminating early? 14:45:11  
 22 A. Not to my knowledge. 14:45:13  
 23 Q. With respect to the HWS consulting 14:45:14  
 24 contract, were you involved in negotiating the 14:45:17  
 25 termination of that contract? 14:45:21  
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1 MR. CICILIANO (VIA ZOOM): You cut out 14:45:21  
 2 there, Counsel. We didn't hear the name of the 14:45:30  
 3 vendor. 14:45:31  
 4 A. I don't recall the term of the contract 14:45:31  
 5 but I know that the principal of the company 14:45:34  
 6 Mr. Sheets -- I can't remember -- I can't recall if 14:45:39  
 7 it was a decision by him not to renew it or if it 14:45:44  
 8 was a termination by him. 14:45:47  
 9 Q. Was there any review of the reimbursement 14:45:50  
 10 request that Mr. Sheets put in to the NRA between 14:45:56  
 11 2018 and the present? 14:46:00  
 12 A. Yes, there was a review of Mr. Sheets' 14:46:02  
 13 expenses. 14:46:04  
 14 Q. Did the NRA identify any expenses which 14:46:06  
 15 would have been considered excess payments 14:46:10  
 16 disqualified persons that went to HWS or Mr. Sheets? 14:46:14  
 17 A. I don't know that Mr. Sheets would have 14:46:22  
 18 been considered a disqualified person. What I know 14:46:27  
 19 is that there were certain expenses that required 14:46:29  
 20 further explanation. 14:46:34  
 21 Q. Was there a review of expenses he had 14:46:36  
 22 already been paid for at the same time or about the 14:46:39  
 23 same time? 14:46:41  
 24 A. The review that I'm aware of had to do 14:46:42  
 25 with expenses that he submitted but not yet paid 14:46:46  
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1 for. 14:46:49  
 2 Q. So at the NRA, were there -- once those 14:46:49  
 3 expenses were received but not paid, was there a 14:46:53  
 4 review of prior expenses incurred by Mr. Sheets or 14:46:56  
 5 HWS and billed to the NRA to determine whether they 14:47:00  
 6 were valid? 14:47:04  
 7 A. Not to my recollection. 14:47:05  
 8 MR. SHEEHAN (VIA ZOOM): Okay. And 14:47:07  
 9 with that I'll pass the witness to our colleagues. 14:47:08  
 10 EXAMINATION 14:47:18  
 11 BY MR. MASON (VIA ZOOM): 14:47:19  
 12 Q. Good afternoon, Mr. Frazer. How are you. 14:47:19  
 13 A. I'm fine. Thanks. Good to see you again. 14:47:20  
 14 Q. You as well. 14:47:23  
 15 Let's do this. I think Exhibit 53 has 14:47:25  
 16 been dropped into the exhibit folder. If you could 14:47:30  
 17 take a look at that for me. It's the Ackerman 14:47:33  
 18 corporate rep notice. 14:47:37  
 19 (Exhibit 53 previously marked.) 14:47:48  
 20 A. I'm not seeing it in there. 14:47:50  
 21 Q. It may not be in there yet. Dylan, maybe 14:47:52  
 22 you can help me out with this. 14:47:56  
 23 But I just want to confirm, Mr. Frazer, 14:47:57  
 24 with respect to the Ackerman notice you are the 14:47:59  
 25 NRA's designated corporate representative for topics 14:48:01  
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1 2, 3, 6, 7, 11 and 13; is that correct? 14:48:05  
 2 MR. CICILIANO (VIA ZOOM): That's 14:48:12  
 3 correct. I believe he may have even been 9 as well. 14:48:13  
 4 MR. MASON (VIA ZOOM): I believe he 14:48:17  
 5 was 9. We withdraw that particular topic. 14:48:19  
 6 MR. CICILIANO (VIA ZOOM): Okay. 14:48:22  
 7 Q. With respect to topic number 3, 14:48:22  
 8 Mr. Frazer, the NRA's financial condition, the 14:48:26  
 9 accuracy and completeness of all forms and schedules 14:48:29  
 10 filed in the NRA bankruptcy and the reasons, both 14:48:32  
 11 financial and nonfinancial, for seeking protection 14:48:37  
 12 under Chapter 11 of the bankruptcy code. 14:48:39  
 13 Are you the person most knowledgeable at 14:48:42  
 14 the NRA with respect to the reasons that the NRA 14:48:45  
 15 filed for Chapter 11 bankruptcy? 14:48:50  
 16 MR. CICILIANO (VIA ZOOM): Counsel, 14:48:53  
 17 I'm going to pose two objections here. One is 14:48:54  
 18 Ms. Rowling has also been designated. She'll attend 14:48:56  
 19 to the financial or the financial side. Counsel here 14:48:59  
 20 will refer more to the nonfinancial side. 14:49:01  
 21 Also there is no person most 14:49:05  
 22 knowledgeable designation anymore. It's a 30(b)(6) 14:49:07  
 23 representative. 14:49:08  
 24 But go ahead. 14:49:09  
 25 A. I mean, it's hard to -- I'm not quite sure 14:49:11  
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<p>1 how -- what yardstick I use to compare who is more 14:49:14                  2 knowledgeable about -- excuse me. 14:49:20                  3 I'm not sure what yardstick measures who 14:49:24                  4 is most knowledgeable, but it's going to vary by 14:49:26                  5 topic, from topic to topic. 14:49:32                  6 Q. Did you know -- Mr. Frazer, I understand 14:49:33                  7 you did not know that the NRA was filing for 14:49:35                  8 bankruptcy as of January 15, correct? 14:49:38                  9 A. On January 15th, I became aware that it 14:49:42                  10 was actually being done. As I testified on the 341 14:49:45                  11 meetings, I had been aware that the -- that the 14:49:50                  12 possibility was being considered. 14:49:56                  13 Q. When did you first become aware that the 14:49:59                  14 possibility was being considered? 14:50:02                  15 A. Sometime in the fall. 14:50:05                  16 Q. And who made you aware of that 14:50:08                  17 possibility? 14:50:10                  18 A. Discussions with outside counsel. 14:50:11                  19 Q. And who was that outside counsel? 14:50:13                  20 A. Ms. Rogers. 14:50:17                  21 Q. Were you made aware that there was 14:50:19                  22 considerations for bankruptcy filing in Texas or 14:50:24                  23 were you just made aware that we were -- the NRA was 14:50:29                  24 potentially considering bankruptcy? 14:50:32                  25 MR. CICILIANO (VIA ZOOM): And I would 14:50:36                  Page 258</p>	<p>1 MR. CICILIANO (VIA ZOOM): Right, or 14:51:47                  2 planning of an attorney. 14:51:48                  3 A. Then I think I can't answer that one. 14:51:53                  4 Q. We'll come back to that. 14:51:56                  5 Mr. Frazer, what are all the reasons the 14:52:02                  6 NRA filed for bankruptcy? 14:52:05                  7 A. The NRA filed for bankruptcy to -- as a 14:52:08                  8 way to address a whole constellation of issues but 14:52:13                  9 including the need to -- including the need to 14:52:16                  10 streamline our litigation, address -- consolidate 14:52:20                  11 everything, a lot of claims against the NRA, and 14:52:24                  12 also to effect a reorganization in the state that 14:52:33                  13 has frankly a ton of advantages for us. 14:52:39                  14 Q. I want to understand every single reason 14:52:44                  15 that the NRA filed. So I have got here streamline 14:52:46                  16 litigation, consolidate claims, and reorganize in 14:52:49                  17 Texas. 14:52:56                  18 Do I have that right? 14:52:56                  19 A. I think that's fair. 14:53:00                  20 MR. CICILIANO (VIA ZOOM): I would 14:53:02                  21 just object based on the financial and my 14:53:02                  22 representation that Ms. Rowling would be providing 14:53:06                  23 additional information should it apply. 14:53:09                  24 Q. Are there any other reasons as you sit 14:53:11                  25 here today as to why the NRA filed for Chapter 11 14:53:15                  Page 260</p>
<p>1 just object to extent that it calls for 14:50:36                  2 attorney-client communications and work product. 14:50:39                  3 A. I knew that we were actually looking at a 14:50:41                  4 few different states. 14:50:46                  5 Q. What were the other states that were being 14:50:49                  6 considered? 14:50:50                  7 MR. CICILIANO (VIA ZOOM): I would, 14:50:54                  8 again, object and actually direct you not to answer 14:50:55                  9 that one. 14:50:58                  10 THE WITNESS (VIA ZOOM) (VIA ZOOM): 14:50:59                  11 Yeah. 14:50:59                  12 Q. From the time that you had that initial 14:50:59                  13 conversation with Ms. Rogers in the fall of 2020, 14:51:04                  14 did you have any idea that there was preparations 14:51:08                  15 that were ongoing for bankruptcy until January 15th? 14:51:14                  16 MR. CICILIANO (VIA ZOOM): Objection; 14:51:22                  17 calls for speculation, facts not in evidence, and 14:51:25                  18 then also to the extent that it would require the 14:51:27                  19 disclosure of information learned from an attorney 14:51:32                  20 representing the NRA, I direct you not to answer. 14:51:34                  21 Q. Are you going to follow your counsel's 14:51:36                  22 instructions? 14:51:38                  23 THE WITNESS (VIA ZOOM) (VIA ZOOM): So 14:51:41                  24 I can answer to the extent it doesn't disclose 14:51:42                  25 information learned from an attorney? 14:51:45                  Page 259</p>	<p>1 bankruptcy? 14:53:18                  2 A. I think I have addressed them. 14:53:20                  3 Q. Okay. So those three: Streamline 14:53:22                  4 litigation, consolidate claims, and reorganize, 14:53:26                  5 right? 14:53:28                  6 A. Yes. 14:53:28                  7 Q. Okay. So in terms of streamlining 14:53:29                  8 litigation, can you explain what that means? 14:53:32                  9 MR. CICILIANO (VIA ZOOM): I would 14:53:38                  10 generally object to the extent that it would call for 14:53:38                  11 the attorney-client privilege or work product. But 14:53:41                  12 to the extent outside of that, your understanding. 14:53:42                  13 A. Well, streamline and consolidate kind of 14:53:45                  14 go together. The bankruptcy court provides an 14:53:47                  15 expedited avenue to address claims against the NRA 14:53:50                  16 in a single forum and faster than traditional 14:53:56                  17 litigation in the district courts or state courts. 14:54:01                  18 And I think that answers your question. 14:54:05                  19 Q. Any other -- any other reasons with 14:54:11                  20 respect to the litigation claims? 14:54:14                  21 A. I think I addressed that. I think I 14:54:21                  22 answered that. 14:54:23                  23 Q. Was the cost of litigation a reason that 14:54:25                  24 the NRA filed for bankruptcy? 14:54:30                  25 A. Yes. If you can take -- if you can take a 14:54:34                  Page 261</p>

<p>1 series of claims against the NRA that are being 14:54:42                  2 fought in multiple courts all over the country and 14:54:47                  3 resolve them in a -- in a single faster proceeding 14:54:51                  4 in the bankruptcy court, that should be both faster 14:54:57                  5 and more cost efficient in the long run. 14:55:03                  6 Q. So the legal fees that the NRA was 14:55:15                  7 incurring with respect to these litigation claims 14:55:17                  8 was a reason that the NRA filed for bankruptcy? 14:55:21                  9 MR. CICILIANO (VIA ZOOM): Objection 14:55:25                  10 to the extent it misstates his testimony. 14:55:27                  11 A. Look, litigation is expensive and 14:55:29                  12 obviously we're incurring costs in this litigation. 14:55:33                  13 But, you know, if you end the litigation faster and 14:55:36                  14 presumably save fees, then fees are certainly a 14:55:42                  15 factor. 14:55:45                  16 Q. What is your plan to end -- what 14:55:47                  17 litigation are you speaking of specifically that the 14:55:49                  18 NRA is seeking to consolidate as part of this 14:55:52                  19 Chapter 11? 14:55:55                  20 MR. CICILIANO (VIA ZOOM): I would 14:55:56                  21 just object to the extent it calls for 14:55:57                  22 attorney-client privilege and invades work product 14:56:00                  23 and the plans of counsel as this case moving forward. 14:56:02                  24 A. You have got -- you have got a host of 14:56:05                  25 matters that are against the NRA that are stayed, 14:56:07                  Page 262</p>	<p>1 A. Litigation -- I mean, litigation is always 14:57:44                  2 a financial burden. If you spend one dollar on 14:57:46                  3 litigation, it's a dollar that could be spent on 14:57:49                  4 something else. 14:57:51                  5 Q. So the answer to my question is yes, the 14:57:52                  6 NRA's litigation over the last couple of years has 14:57:54                  7 created a financial burden for the NRA? 14:57:57                  8 MR. CICILIANO (VIA ZOOM): I just 14:58:00                  9 object to the form of the burden. 14:58:02                  10 A. Right. Litigation -- litigation is 14:58:03                  11 inherently burdensome. 14:58:05                  12 Q. So the answer to my question is yes? 14:58:07                  13 A. I answered your question. 14:58:12                  14 Q. No, you haven't. 14:58:14                  15 Has the NRA's litigation over the last 14:58:15                  16 couple of years created a financial burden for the 14:58:17                  17 NRA? 14:58:20                  18 A. Yes. 14:58:21                  19 Q. And it's your testimony that all of the 14:58:24                  20 litigation listed in the schedules has created a 14:58:28                  21 financial burden? 14:58:32                  22 MR. CICILIANO (VIA ZOOM): I just -- I 14:58:35                  23 just object to the extent this has already been asked 14:58:37                  24 and answered and the form. 14:58:41                  25 Go ahead. 14:58:41                  Page 264</p>
<p>1 and I think we would consider it to apply all of 14:56:11                  2 those. 14:56:20                  3 Q. Can you please provide me with a list of 14:56:20                  4 all of the lawsuits that factored into the decision 14:56:22                  5 for the NRA to consolidate litigation because of 14:56:27                  6 legal costs? 14:56:31                  7 A. If you take the -- I can't list them all 14:56:32                  8 off the top of my head. But if you look -- I can't 14:56:36                  9 remember if it's the schedule or the statement of 14:56:38                  10 financial affairs where you list current pending 14:56:40                  11 litigation involving the Association, you take that, 14:56:42                  12 subtract out the ones that are second amendment 14:56:54                  13 advocacy and I think you have got the universe 14:56:49                  14 there. 14:56:53                  15 Q. How does this bankruptcy assist the NRA in 14:57:06                  16 reincorporating in Texas? 14:57:09                  17 A. Well, ultimately the proposed 14:57:11                  18 reorganization -- the plan proposed to the Court 14:57:16                  19 would include provisions to reincorporate the NRA 14:57:21                  20 with court approval. 14:57:26                  21 Q. Has the NRA's litigation over the last 14:57:27                  22 couple of years created a financial burden for the 14:57:30                  23 NRA? 14:57:34                  24 MR. CICILIANO (VIA ZOOM): I would 14:57:35                  25 just object to the form of the question. 14:57:35                  Page 263</p>	<p>1 A. Yeah. I mean, collectively -- 14:58:41                  2 collectively it's a lot of cases. 14:58:44                  3 Q. Did the NRA file for bankruptcy for 14:58:46                  4 purposes of cost minimization? 14:58:57                  5 MR. CICILIANO (VIA ZOOM): Objection 14:59:04                  6 to form. 14:59:05                  7 A. I think that falls -- I think that would 14:59:09                  8 fall more in the financial aspect of the topic. 14:59:14                  9 But, I mean, the cost reduction -- cost reduction 14:59:19                  10 over the long run is absolutely a factor. 14:59:28                  11 Q. The NRA has claimed that it is as 14:59:33                  12 financially healthy as ever, right? 14:59:38                  13 A. Right. 14:59:41                  14 Q. So why was it unable to continue paying 14:59:42                  15 the litigation costs associated with these lawsuits? 14:59:46                  16 MR. CICILIANO (VIA ZOOM): I would 14:59:50                  17 just object. First of all, it misstates the 14:59:50                  18 testimony. Second, it's outside the scope. 14:59:52                  19 Q. You can answer the question. 14:59:54                  20 A. The NRA is in good financial condition. I 15:00:00                  21 think the question would be, you know, could we be 15:00:05                  22 in better financial condition, you know, once we -- 15:00:08                  23 once we resolve these issues. I think the answer is 15:00:11                  24 clearly yes. 15:00:15                  25 Q. Was the NRA in financial distress as of 15:00:17                  Page 265</p>

<p>1 January 15th, 2021? 15:00:19                  2 MR. CICILIANO (VIA ZOOM): I would 15:00:23                  3 just object to the form of the question as well as 15:00:23                  4 the fact that Ms. Rowling will be testifying as to 15:00:26                  5 the financial reasons under topic number 2. 15:00:29                  6 Q. You can answer the question. 15:00:32                  7 A. No. We were in good financial condition 15:00:35                  8 as of the petition date. 15:00:37                  9 Q. What role did the New York Attorney 15:00:44                  10 General's enforcement action play in the NRA's 15:00:46                  11 bankruptcy filing? 15:00:51                  12 MR. CICILIANO (VIA ZOOM): I would 15:00:52                  13 just object to the extent that it calls for 15:00:53                  14 attorney-client communications and/or work product. 15:00:55                  15 A. So this is a little -- I have to say that 15:01:03                  16 this is also somewhat outside the scope of my 15:01:06                  17 preparation because of my role as a defendant in 15:01:09                  18 that case. I'm not -- I'm not -- the New York AG 15:01:13                  19 matter isn't -- isn't discussed with me routinely. 15:01:19                  20 Q. Well, but you're designated to testify 15:01:24                  21 about the reasons that the NRA filed for bankruptcy. 15:01:27                  22 So was one of the reasons that the NRA 15:01:32                  23 filed for bankruptcy the New York enforcement 15:01:35                  24 action? 15:01:39                  25 MR. CICILIANO (VIA ZOOM): I also 15:01:39                  Page 266</p>	<p>1 me -- September 2020 and formalized by the board in 15:03:27                  2 January '21. And other matters that the Brewer firm 15:03:31                  3 is handling are overseen by me. 15:03:35                  4 Q. All other legal matters? 15:03:40                  5 A. Legal matters handled by the Brewer firm, 15:03:44                  6 yes. 15:03:47                  7 Q. Sure. So prior to -- prior to January 1st 15:03:47                  8 of this year, all legal matters with respect to the 15:03:50                  9 Brewer firm are overseen by you, right? 15:03:55                  10 A. No, not prior to January 1st. Prior to 15:03:58                  11 September when the special litigation committee was 15:04:01                  12 formed. 15:04:05                  13 Q. Okay. So since that time, what has -- 15:04:05                  14 what has been your involvement with the Brewer firm 15:04:09                  15 with respect to litigation or legal issues not 15:04:14                  16 related to the New York enforcement action? 15:04:19                  17 MR. CICILIANO (VIA ZOOM): I'll just 15:04:23                  18 object on attorney-client privilege. Don't review 15:04:23                  19 the nature of the communications with counsel. 15:04:25                  20 General topic matters you can give a 5,000-foot view. 15:04:27                  21 A. So -- so it would be just what you would 15:04:32                  22 expect with any outside counsel, general counsel 15:04:36                  23 relationship. They brief me on what's going on in 15:04:40                  24 cases. They ask for my decisions or inputs where 15:04:43                  25 necessary. I review the billing. And before and 15:04:48                  Page 268</p>
<p>1 identified that Ms. Rowling was identified on that 15:01:41                  2 plus he has already provided that all litigation was. 15:01:45                  3 A. So to extent it falls under the other 15:01:49                  4 umbrella that I talked about, then yes. But beyond 15:01:53                  5 that I'm afraid I'll have to defer based on what I 15:01:58                  6 said. 15:02:02                  7 Q. But for the New York enforcement action, 15:02:03                  8 would the NRA have filed for Chapter 11 bankruptcy? 15:02:06                  9 MR. CICILIANO (VIA ZOOM): I just 15:02:09                  10 object; calls for speculation, outside the scope. 15:02:10                  11 A. And, you know, that's a hypothetical that 15:02:17                  12 I just simply have not ever discussed. 15:02:19                  13 Q. Who at the NRA is in charge of -- let me 15:02:38                  14 ask this question: Prior to January 1st, who at the 15:02:42                  15 NRA is in charge of oversight with respect to the 15:02:47                  16 Brewer law firm? 15:02:52                  17 MR. CICILIANO (VIA ZOOM): January 1st 15:02:54                  18 of what year? 15:02:55                  19 MR. MASON (VIA ZOOM): This year. 15:02:57                  20 A. Well, it's divided since the filing of the 15:02:59                  21 New York AG case. The matters that involve the New 15:03:03                  22 York and District of Columbia litigation and related 15:03:10                  23 matters that I would be conflicted on are overseen 15:03:14                  24 by the special litigation committee originally 15:03:19                  25 formed by President Meadows in September -- excuse 15:03:22                  Page 267</p>	<p>1 after September I review the billing for things that 15:04:57                  2 I'm not conflicted on. After September, those go to 15:05:00                  3 the special litigation committee. 15:05:04                  4 Q. And just to be clear, the things that 15:05:05                  5 you're conflicted on is -- are related to the New 15:05:07                  6 York enforcement action, right? 15:05:12                  7 A. New York and District of Columbia, because 15:05:13                  8 the District of Columbia investigation was 15:05:16                  9 coordinated with New York. 15:05:18                  10 Q. Were you conflicted on issues relating to 15:05:21                  11 bankruptcy? 15:05:25                  12 A. No. 15:05:29                  13 Q. Did -- let me ask it this way. Let's back 15:05:33                  14 up a little bit. 15:05:38                  15 So you said that in the fall of 2020 you 15:05:39                  16 learned that the NRA was considering filing for 15:05:42                  17 bankruptcy, right? 15:05:47                  18 A. I learned that the -- I learned that the 15:05:50                  19 option was a possibility, yes. 15:05:52                  20 Q. Okay. The NRA authorized the Brewer firm 15:05:56                  21 in the fall of 2020 to conduct various legal work 15:06:02                  22 with respect to a potential bankruptcy; is that 15:06:05                  23 fair? 15:06:09                  24 MR. CICILIANO (VIA ZOOM): I'll just 15:06:10                  25 object to the extent it calls for attorney-client 15:06:12                  Page 269</p>

<p>1 privilege and work product. You can respond. 15:06:16</p> <p>2 A. Yes. 15:06:19</p> <p>3 Q. Did you authorize the Brewer firm to 15:06:22</p> <p>4 conduct that bankruptcy-related work (audio 15:06:24</p> <p>5 distortion)? 15:06:29</p> <p>6 A. I'm sorry. The sound broke up terribly 15:06:29</p> <p>7 there. 15:06:32</p> <p>8 Q. Did you authorize the Brewer firm to 15:06:32</p> <p>9 conduct that bankruptcy-related work in the fall of 15:06:35</p> <p>10 2020? 15:06:38</p> <p>11 A. No. 15:06:40</p> <p>12 Q. Who did? 15:06:44</p> <p>13 A. I mean, I didn't -- I didn't initiate or 15:06:45</p> <p>14 approve it. 15:06:48</p> <p>15 Q. Who on behalf of the NRA did initiate and 15:06:52</p> <p>16 approve it? 15:06:56</p> <p>17 MR. CICILIANO (VIA ZOOM): I just 15:06:59</p> <p>18 object to the scope. 15:07:01</p> <p>19 Where does this fit in. 15:07:07</p> <p>20 MR. MASON (VIA ZOOM): It fits into 15:07:12</p> <p>21 the Brewer firm topic. It fits into the reasons for 15:07:13</p> <p>22 bankruptcy. It's going to fit into the employment 15:07:16</p> <p>23 agreement that we're going to talk about. It's going 15:07:16</p> <p>24 fit in compliance issues. 15:07:18</p> <p>25 MR. CICILIANO (VIA ZOOM): I mean, as 15:07:23</p> <p style="text-align: right;">Page 270</p>	<p>1 you not to respond. 15:08:17</p> <p>2 MR. MASON (VIA ZOOM): I'm asking him 15:08:18</p> <p>3 who. That is not protected by the attorney-client 15:08:19</p> <p>4 privilege. 15:08:22</p> <p>5 MR. CICILIANO (VIA ZOOM): You're 15:08:23</p> <p>6 asking about -- you're asking about fundamentally. 15:08:24</p> <p>7 It would be like asking who directed to file these 15:08:28</p> <p>8 motions or who directed you to take these steps which 15:08:32</p> <p>9 does invade the privacy of the attorney-client -- 15:08:34</p> <p>10 MR. MASON (VIA ZOOM): No, I'm not. 15:08:35</p> <p>11 Q. I'm asking, Mr. Frazer, as you sit here 15:08:35</p> <p>12 today, do you know who at the National Rifle 15:08:38</p> <p>13 Association authorized the Brewer firm to begin 15:08:42</p> <p>14 bankruptcy-related work in the fall of 2020? 15:08:44</p> <p>15 MR. CICILIANO (VIA ZOOM): And he's 15:08:47</p> <p>16 being advised -- advice of counsel not to reveal 15:08:48</p> <p>17 communications with the Brewer firm or the nature of 15:08:51</p> <p>18 the communications because it necessarily presupposes 15:08:55</p> <p>19 that a conversation happened. So if he admits or 15:08:57</p> <p>20 denies that a conversation happened along those 15:08:59</p> <p>21 lines, I'm telling him not to answer. You take it 15:09:00</p> <p>22 with the Court. We can met and confer about it after 15:09:03</p> <p>23 this deposition. He's not going to answer those 15:09:03</p> <p>24 questions. 15:09:06</p> <p>25 Q. Mr. Frazer, as the general counsel of the 15:09:06</p> <p style="text-align: right;">Page 272</p>
<p>1 far as the authorization of the work done, I'm going 15:07:23</p> <p>2 to direct you not to responds pursuant to the 15:07:25</p> <p>3 attorney-client privilege. 15:07:29</p> <p>4 MR. MASON (VIA ZOOM): Based on what? 15:07:30</p> <p>5 Q. I'm asking the question: Who at the 15:07:31</p> <p>6 National Rifle Association authorized the Brewer 15:07:33</p> <p>7 firm to begin preparing bankruptcy work in the fall 15:07:35</p> <p>8 of 2020? 15:07:39</p> <p>9 MR. CICILIANO (VIA ZOOM): The problem 15:07:42</p> <p>10 you have there is the assertion of what was 15:07:43</p> <p>11 actually -- you're trying to get to the nature of the 15:07:45</p> <p>12 actual advice -- 15:07:48</p> <p>13 MR. MASON (VIA ZOOM): I'm not asking 15:07:49</p> <p>14 about anything specific. I'm asking who authorized 15:07:50</p> <p>15 it. 15:07:53</p> <p>16 MR. CICILIANO (VIA ZOOM): Okay. You 15:07:53</p> <p>17 are making an assumption about facts not in evidence 15:07:54</p> <p>18 as to about what was authorized. I'm telling him not 15:07:56</p> <p>19 to testify and he won't be testifying to things that 15:07:59</p> <p>20 regard the attorney-client privilege and direction 15:08:02</p> <p>21 given to counsel or vice versa. 15:08:04</p> <p>22 Q. Mr. Frazer, do you know who at the NRA 15:08:07</p> <p>23 authorized the Brewer firm to begin 15:08:10</p> <p>24 bankruptcy-related work? 15:08:15</p> <p>25 MR. CICILIANO (VIA ZOOM): I direct 15:08:16</p> <p style="text-align: right;">Page 271</p>	<p>1 NRA and an officer of the Court, are you going to 15:09:09</p> <p>2 refuse to answer that question? 15:09:12</p> <p>3 MR. CICILIANO (VIA ZOOM): First of 15:09:14</p> <p>4 all, it's not his privilege to waive. It's the 15:09:16</p> <p>5 debtor's privilege to waive. I'm directing you not 15:09:19</p> <p>6 to answer. 15:09:21</p> <p>7 MR. MASON (VIA ZOOM): I'm not asking 15:09:21</p> <p>8 you. I'm asking the witness a question. 15:09:21</p> <p>9 Q. Are you going to follow your counsel's 15:09:21</p> <p>10 advice? 15:09:24</p> <p>11 A. Yes, I am. 15:09:24</p> <p>12 Q. Why did the NRA not disclose to its 15:09:29</p> <p>13 general counsel that it authorized bankruptcy work 15:09:32</p> <p>14 to begin in the fall of 2020? 15:09:35</p> <p>15 MR. CICILIANO (VIA ZOOM): And I'll 15:09:38</p> <p>16 direct you not to reveal legal advice as well as 15:09:38</p> <p>17 communications that go to you in a legal aspect -- in 15:09:42</p> <p>18 a legal context. I direct you not to answer. 15:09:45</p> <p>19 Q. Are you going to follow your counsel's 15:09:47</p> <p>20 advice? 15:09:49</p> <p>21 A. Yes. 15:09:49</p> <p>22 Q. And that is based upon what, 15:09:50</p> <p>23 attorney-client communications? 15:09:53</p> <p>24 MR. CICILIANO (VIA ZOOM): Yes. 15:09:57</p> <p>25 A. Yes. 15:09:57</p> <p style="text-align: right;">Page 273</p>



<p>1 Q. And who are the attorneys that were 15:09:59                  2 involved in those attorney-client communications? 15:10:02                  3 MR. CICILIANO (VIA ZOOM): I'm going 15:10:05                  4 to object on the grounds that you're assuming there 15:10:07                  5 are certain communications. The problem that you're 15:10:09                  6 approaching this is you're assuming that that 15:10:11                  7 communication happened and then asking him to 15:10:12                  8 identify who was there which would invade the 15:10:14                  9 province of the attorney-client privilege. I'm 15:10:17                  10 directing him not to answer. 15:10:18                  11 Q. Did Wayne LaPierre authorize the Brewer 15:10:28                  12 firm to begin -- let me ask you this: Does the NRA 15:10:30                  13 and the Brewer firm have an engagement letter 15:10:36                  14 relating to its bankruptcy work? 15:10:39                  15 MR. CICILIANO (VIA ZOOM): I believe, 15:10:43                  16 Counsel, that any engagement letters would have had 15:10:44                  17 to have been filed with the Court or application -- 15:10:48                  18 MR. MASON (VIA ZOOM): You can stop 15:10:50                  19 coaching the witness. It's a simple yes or no 15:10:51                  20 question and it goes to topic number 3. 15:10:53                  21 Q. Mr. Frazer, is there an engagement letter 15:10:55                  22 between the National Rifle Association and the 15:10:58                  23 Brewer firm with respect to the bankruptcy? 15:10:59                  24 MR. CICILIANO (VIA ZOOM): I'm not 15:11:02                  25 coaching the witness. I'm asserting the objection. 15:11:03                  Page 274</p>	<p>1 engaged letter but the nature of -- I guess, are you 15:11:50                  2 asking him if they specifically have an engagement 15:11:54                  3 letter that says file bankruptcy. 15:11:57                  4 MR. MASON (VIA ZOOM): I'm asking for 15:11:59                  5 this witness -- 15:11:59                  6 Q. Mr. Frazer, are you going to follow your 15:12:01                  7 counsel's advice and answer -- and refuse to answer 15:12:04                  8 my question? 15:12:06                  9 A. I'm sorry. I may have lost track here. 15:12:07                  10 But do we have an instruction not to answer? 15:12:11                  11 MR. CICILIANO (VIA ZOOM): I'm looking 15:12:11                  12 here. I don't see -- first of all, I don't see a 15:12:16                  13 topic that says frankly any engagement agreement. It 15:12:17                  14 says, Matters concerning the Brewer firm. That's 15:12:23                  15 large -- 15:12:24                  16 MR. MASON (VIA ZOOM): And look at B, 15:12:25                  17 the services the Brewer firm has provided to NRA 15:12:26                  18 since January of 2018, including all legal matters 15:12:28                  19 and public relation services. 15:12:31                  20 MR. CICILIANO (VIA ZOOM): Right. 15:12:33                  21 That is true. That's also constrained by the 15:12:34                  22 attorney-client privilege. It does not ask for a 15:12:36                  23 date or when or if an engagement agreement was 15:12:40                  24 identified or executed. 15:12:43                  25 Counsel, I do believe that if there is 15:12:45                  Page 276</p>
<p>1 To the extent there's discussions and you're going to 15:11:05                  2 attempt to -- 15:11:05                  3 MR. MASON (VIA ZOOM): I'm not asking 15:11:08                  4 about -- I'm asking whether there's an engagement 15:11:09                  5 letter. 15:11:11                  6 MR. CICILIANO (VIA ZOOM): Counsel, 15:11:12                  7 did you hear the admonishment from the court reporter 15:11:12                  8 at the beginning that we can't talk over each other? 15:11:16                  9 MR. MASON (VIA ZOOM): If you'd stop 15:11:16                  10 objecting, then this is not going to be an issue. 15:11:17                  11 It's simple yes or no question. 15:11:20                  12 MR. CICILIANO (VIA ZOOM): Are you 15:11:21                  13 saying that I don't have the right to object here 15:11:23                  14 because I absolutely have a right to object to 15:11:24                  15 protect the client's privilege issues. So what I'm 15:11:26                  16 saying -- 15:11:28                  17 MR. MASON (VIA ZOOM): You're 15:11:29                  18 asserting improper objections and coaching the 15:11:30                  19 witness. 15:11:32                  20 Q. Mr. Frazer, as a representative of the 15:11:33                  21 NRA, does the NRA have an engagement letter with the 15:11:35                  22 Brewer law firm relating to its bankruptcy work? 15:11:39                  23 MR. CICILIANO (VIA ZOOM): Again, I 15:11:42                  24 would object on the attorney-client privilege with 15:11:45                  25 regards to not necessarily the existence of an 15:11:47                  Page 275</p>	<p>1 an engagement letter or agreement in the filings, the 15:12:47                  2 application with the Brewer firm, that's a matter of 15:12:51                  3 public record. 15:12:52                  4 MR. MASON (VIA ZOOM): Well, then the 15:12:53                  5 witness should be able to answer that question. 15:12:54                  6 Q. Mr. Frazer, I'll ask you again. Does the 15:12:55                  7 NRA have a separate engagement agreement with the 15:12:58                  8 Brewer firm relating to its bankruptcy work? 15:13:02                  9 MR. CICILIANO (VIA ZOOM): And I would 15:13:05                  10 just object to the scope. And if you know what's 15:13:06                  11 attached or whatever in the bankruptcy filings, you 15:13:09                  12 can reveal it. 15:13:12                  13 A. I'm sorry, we're back and forth. I don't 15:13:15                  14 remember what's attached to the filings. So I 15:13:18                  15 apologize, I just -- I don't remember what was 15:13:23                  16 attached there, but I don't think there's a separate 15:13:26                  17 engagement letter. 15:13:29                  18 Q. Who at the National Rifle Association was 15:13:35                  19 directing the legal work that the Brewer firm was 15:13:40                  20 conducting in the fall of 2020? 15:13:46                  21 MR. CICILIANO (VIA ZOOM): Objection 15:13:51                  22 to vague. 15:13:51                  23 But go ahead. 15:13:52                  24 A. Which -- which legal work are you 15:13:53                  25 referring to? Generally speaking -- 15:13:54                  Page 277</p>

<p>1 Q. Any -- 15:13:56                  2 A. Generally speaking I was. Well, as I said 15:13:56                  3 earlier, I was except with respect to the matters 15:14:00                  4 under the special litigation committee. 15:14:03                  5 Q. And with respect to the matters relating 15:14:06                  6 to the bankruptcy work, right? 15:14:09                  7 A. Huh? 15:14:14                  8 Q. I said and with respect to the bankruptcy 15:14:14                  9 work that the Brewer firm had been doing as well, 15:14:17                  10 right? 15:14:21                  11 MR. CICILIANO (VIA ZOOM): What was 15:14:23                  12 the time frame here? 15:14:24                  13 THE WITNESS (VIA ZOOM) (VIA ZOOM): 15:14:27                  14 Last fall. 15:14:27                  15 MR. CICILIANO (VIA ZOOM): And we have 15:14:29                  16 already -- I think we have already asserted the 15:14:29                  17 attorney-client privilege as to the nature of any, I 15:14:31                  18 guess, exact work that occurred before then. With 15:14:35                  19 respect to that it's not public. 15:14:37                  20 Q. And, again I'm not asking about any exact 15:14:41                  21 work. 15:14:43                  22 So Mr. Frazer, are you going to refuse to 15:14:43                  23 answer my question? 15:14:45                  24 A. So your question is who was directing -- 15:14:49                  25 I'm sorry. Can you repeat your question? 15:14:52                  Page 278</p>	<p>1 Everybody agree? Going off the record. 15:15:40                  2 (Recess 3:15 p.m. to 3:24 p.m.) 15:15:47                  3 THE VIDEOGRAPHER (VIA ZOOM): Back on 15:24:22                  4 the record at 3:24. 15:24:23                  5 Q. Mr. Frazer, did you have a chance to 15:24:26                  6 consult with your counsel during the break? 15:24:27                  7 A. I did. 15:24:30                  8 MR. CICILIANO (VIA ZOOM): To make a 15:24:34                  9 record, Mr. Mason, during the break we consulted on 15:24:36                  10 the nature of the questions as well as 15:24:41                  11 attorney-client communications that he has had. At 15:24:42                  12 this time we will continue to assert the 15:24:43                  13 attorney-client privilege. 15:24:45                  14 However, with respect to requests to 15:24:46                  15 identify persons, the witness can generally identify 15:24:47                  16 the persons to which the Brewer firm took direction 15:24:50                  17 from disambiguous -- or disambiguated from any 15:24:55                  18 specific engagement assignment or task. 15:24:59                  19 Q. Okay. Let's see -- let's go back. 15:25:04                  20 Mr. Frazer, you testified previously that 15:25:10                  21 the Brewer firm was authorized to conduct 15:25:14                  22 bankruptcy-related work in the fall of 2020. Am I 15:25:18                  23 correct about that? 15:25:23                  24 MR. CICILIANO (VIA ZOOM): I would 15:25:25                  25 object to misstates testimony. I would direct you 15:25:25                  Page 280</p>
<p>1 Q. Who at the National Rifle Association was 15:14:55                  2 directing the Brewer firm to do bankruptcy-related 15:14:59                  3 work in the fall of 2020? 15:15:03                  4 MR. CICILIANO (VIA ZOOM): I would, 15:15:05                  5 again, assert the attorney-client privilege and 15:15:06                  6 direct you not to answer. 15:15:08                  7 THE WITNESS (VIA ZOOM) (VIA ZOOM): 15:15:09                  8 Okay. 15:15:09                  9 Q. Are you going to follow your counsel's 15:15:09                  10 instructions? 15:15:12                  11 A. Yes. 15:15:12                  12 Q. Just to be clear, you are not going to 15:15:13                  13 disclose the identity of the individual or 15:15:17                  14 individuals? You're refusing to answer -- 15:15:20                  15 A. So -- 15:15:20                  16 Q. You're refusing to answer that question, 15:15:25                  17 Mr. Frazer? 15:15:27                  18 MR. CICILIANO (VIA ZOOM): That's not 15:15:28                  19 exactly -- that's not exactly -- as we have already 15:15:31                  20 discussed, do you want to take a break? 15:15:32                  21 THE WITNESS (VIA ZOOM) (VIA ZOOM): 15:15:35                  22 Recess for a minute. 15:15:35                  23 MR. CICILIANO (VIA ZOOM): Let's go 15:15:36                  24 ahead and take a break for a minute. 15:15:37                  25 THE VIDEOGRAPHER (VIA ZOOM): 15:15:39                  Page 279</p>	<p>1 not to answer as to what the Brewer firm was doing 15:25:33                  2 pursuant to the direction of clients. 15:25:36                  3 Q. They have disclosed \$900,000 worth of 15:25:42                  4 bankruptcy-related work on their schedules in fall 15:25:44                  5 of 2020. So unless you're going to tell me -- so 15:25:47                  6 let me ask you this, Mr. Frazer: Did the Brewer law 15:25:52                  7 firm conduct legal work with respect to this 15:25:58                  8 bankruptcy in the fall and later part of 2020? 15:26:01                  9 MR. CICILIANO (VIA ZOOM): And, 15:26:07                  10 Mr. Mason, if you telling me that's reflected on 15:26:08                  11 their schedules, then, I mean, that's reflected on 15:26:11                  12 their schedules. I'm going to caution the witness -- 15:26:13                  13 MR. MASON (VIA ZOOM): You can quit 15:26:15                  14 coaching the witness. It's a yes or no question. 15:26:17                  15 MR. CICILIANO (VIA ZOOM): It's not a 15:26:19                  16 yes or no question. What you're telling me is a fact 15:26:20                  17 that I may not necessarily be aware of. So if you're 15:26:22                  18 telling me it's on the schedules -- and I think as we 15:26:24                  19 have disclosed in this, there's at lot going on. We 15:26:27                  20 have fairly compartmentalized idea. I haven't 15:26:30                  21 prepared the schedule. In fact, I haven't looked at 15:26:32                  22 the schedules. So if it's on there and you're 15:26:34                  23 telling me the time period -- 15:26:35                  24 MR. MASON (VIA ZOOM): That's fine. 15:26:38                  25 I'm not going to sit and argue with you about what 15:26:38                  Page 281</p>

1 you should or should not know. We're all under a 15:26:40  
 2 tightened time schedule here. 15:26:41  
 3 So I'm just going to make a record 15:26:43  
 4 again and I'm going to object to your speaking 15:26:45  
 5 objects to virtually every single one of my 15:26:47  
 6 questions. And we will be going and asking for 15:26:49  
 7 additional time based upon -- based upon this. So 15:26:52  
 8 let me ask -- let me ask some more questions. 15:26:56  
 9 Q. Mr. Frazer, did the Brewer law firm 15:26:59  
 10 conduct bankruptcy-related work in the fall of 2020? 15:27:04  
 11 MR. CICILIANO (VIA ZOOM): And, again, 15:27:08  
 12 I'll object here pursuant to the attorney-client 15:27:09  
 13 privilege and direct you to the statements and 15:27:12  
 14 schedules which you claim show that they did and 15:27:14  
 15 direct you not to answer regarding the work that the 15:27:17  
 16 Brewer firm conducted. 15:27:20  
 17 Q. Are you going to follow your counsel's 15:27:22  
 18 instructions? 15:27:24  
 19 A. Yes. 15:27:25  
 20 Q. Just to be clear, you are not going to 15:27:27  
 21 answer my question yes or no as to whether the 15:27:29  
 22 Brewer law firm did any legal work in the fall of 15:27:32  
 23 2020 with respect to this bankruptcy? 15:27:36  
 24 MR. CICILIANO (VIA ZOOM): Brian, 15:27:42  
 25 again -- 15:27:44

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1 Q. You're refusing to answer my question, 15:27:44  
 2 Mr. Frazer? 15:27:47  
 3 MR. CICILIANO (VIA ZOOM): And I'm 15:27:47  
 4 going to assert an objection here. An objection has 15:27:48  
 5 been asserted. I need to see the schedules. And 15:27:53  
 6 consistent with those schedules he can testify 15:27:54  
 7 because that's in the public record. 15:27:57  
 8 But beyond and until I can see them, 15:27:58  
 9 I'm directing him not to answer. So if you want to 15:28:00  
 10 provide them, you want to send them over, I'll take a 15:28:02  
 11 look at them. We can have that discussion. I'll let 15:28:05  
 12 you ask questions. 15:28:07  
 13 In fact, if this is going to go to a 15:28:08  
 14 second day, which we've been told it would, perhaps 15:28:09  
 15 we can confer on that and I would let him testify 15:28:10  
 16 consistently to that. But as I sit here today on the 15:28:13  
 17 spot, I'm directing him not to answer. 15:28:14  
 18 Q. Are you going to follow your counsel's 15:28:16  
 19 instructions? 15:28:19  
 20 A. Yes. 15:28:19  
 21 Q. Mr. Frazer, were you personally aware that 15:28:20  
 22 the Brewer law firm was doing any bankruptcy-related 15:28:22  
 23 work for the NRA in the fall of 2020? 15:28:25  
 24 MR. CICILIANO (VIA ZOOM): Same 15:28:29  
 25 objection. Direct you not to answer. 15:28:30

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1 Q. Are you going to follow your counsel's 15:28:32  
 2 instructions as to whether you personally knew? 15:28:34  
 3 THE WITNESS (VIA ZOOM) (VIA ZOOM): 15:28:44  
 4 Can we talk about this again? Can we confer briefly? 15:28:44  
 5 MR. CICILIANO (VIA ZOOM): Yes, we can 15:28:48  
 6 confer. 15:28:49  
 7 THE WITNESS (VIA ZOOM) (VIA ZOOM): I 15:28:50  
 8 apologize, gentlemen. 15:28:50  
 9 THE VIDEOGRAPHER (VIA ZOOM): We're 15:28:53  
 10 going off the record at 3:28. We're off the record. 15:28:53  
 11 (Recess 3:28 p.m. to 3:34 p.m.) 15:29:01  
 12 THE VIDEOGRAPHER (VIA ZOOM): We're 15:34:53  
 13 back on the record at 3:35. 15:34:59  
 14 Q. Mr. Frazer, did you have personal 15:35:04  
 15 knowledge that the Brewer firm was conducting legal 15:35:07  
 16 work with respect to this bankruptcy in the fall of 15:35:11  
 17 2020? 15:35:17  
 18 A. Yes. 15:35:18  
 19 Q. When did you first learn that? 15:35:22  
 20 A. At some point in the fall of 2020. 15:35:26  
 21 Q. Was that -- sorry. Go ahead. 15:35:30  
 22 A. I'm sorry. I can't pinpoint a month for 15:35:33  
 23 you. 15:35:37  
 24 Q. Was that at the -- 15:35:37  
 25 MR. CICILIANO (VIA ZOOM): Counsel, 15:35:38

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1 just to make the record clear, I'm withdrawing the 15:35:39  
 2 objection to the extent it applies to the time period 15:35:41  
 3 in which he knows it was occurring, the general 15:35:44  
 4 amount of those legal bills and the fact some sort of 15:35:47  
 5 analysis was going on. I maintain the objection to 15:35:49  
 6 the specific results of the analysis or the 15:35:52  
 7 individual direction that the law firm was given. 15:35:54  
 8 MR. MASON (VIA ZOOM): Okay. So 15:36:01  
 9 basically you're withdrawing all of your objections 15:36:01  
 10 to questions that I didn't ask. 15:36:05  
 11 MR. CICILIANO (VIA ZOOM): I don't 15:36:08  
 12 think that's -- I don't think that's accurate. But 15:36:09  
 13 I'm telling you that's where the objection stands. 15:36:11  
 14 So I let him answer the question. Continue and we'll 15:36:14  
 15 handle it there. 15:36:16  
 16 Q. So let's take a step back then. 15:36:17  
 17 Mr. Frazer, when was the Brewer firm first 15:36:19  
 18 authorized to begin bankruptcy-related work? 15:36:24  
 19 A. I don't have a date for that. 15:36:32  
 20 Q. Did you authorize it? 15:36:36  
 21 MR. CICILIANO (VIA ZOOM): And I would 15:36:41  
 22 just object to the extent it calls for 15:36:42  
 23 attorney-client communication. But you can tell him 15:36:45  
 24 who communicated with the Brewer firm generally 15:36:47  
 25 regarding the subject matter. 15:36:50

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1 A. So -- so in addition to me, the people who 15:36:55  
 2 were communicating with the Brewer firm regularly, 15:36:59  
 3 you know, regarding -- regarding its scope and 15:37:05  
 4 activities would include Wayne LaPierre and the 15:37:08  
 5 members of the special litigation committee. 15:37:11  
 6 Q. Anyone else? 15:37:15  
 7 A. Board counsel Mr. Davis, Wit Davis. 15:37:19  
 8 Q. Did you personally authorize the Brewer 15:37:27  
 9 firm to conduct bankruptcy-related work in 2020? 15:37:36  
 10 A. No. 15:37:38  
 11 Q. Who at the NRA authorized the Brewer firm 15:37:44  
 12 to begin bankruptcy-related work in 2020? 15:37:48  
 13 MR. CICILIANO (VIA ZOOM): I just 15:37:53  
 14 object to the term bankruptcy-related work and direct 15:37:54  
 15 you not to disclose the content of any communications 15:37:58  
 16 with counsel. 15:38:04  
 17 A. I don't know specifically who communicated 15:38:05  
 18 that. I would describe -- described the other 15:38:07  
 19 individuals who would generally communicate with the 15:38:09  
 20 firm and give direction to the firm. 15:38:12  
 21 Q. Did Mr. LaPierre know that the Brewer firm 15:38:16  
 22 was conducting bankruptcy-related work in 2020? 15:38:21  
 23 MR. CICILIANO (VIA ZOOM): Objection; 15:38:28  
 24 calls for speculation, calls for attorney-client 15:38:30  
 25 communications. Direct you not to answer. 15:38:32  
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1 Q. Are you going to follow your counsel's 15:38:35  
 2 instruction? 15:38:38  
 3 A. Yes. 15:38:38  
 4 Q. Did Wayne LaPierre authorize the Brewer 15:38:49  
 5 law firm to begin bankruptcy-related work in the 15:38:55  
 6 fall of 2020? 15:39:00  
 7 MR. CICILIANO (VIA ZOOM): Same 15:39:02  
 8 objection as well as scope. 15:39:03  
 9 THE WITNESS (VIA ZOOM) (VIA ZOOM): Do 15:39:06  
 10 I answer? 15:39:07  
 11 MR. CICILIANO (VIA ZOOM): Direct you 15:39:08  
 12 not to answer. 15:39:09  
 13 Q. I didn't hear that. Are you refusing to 15:39:11  
 14 answer that question, too, Mr. Frazer? 15:39:14  
 15 MR. CICILIANO (VIA ZOOM): Yes. 15:39:17  
 16 A. Yes. 15:39:18  
 17 Q. Did Ms. Meadows authorize the Brewer law 15:39:21  
 18 firm to begin bankruptcy-related work in 2020? 15:39:27  
 19 MR. CICILIANO (VIA ZOOM): That's the 15:39:34  
 20 same objection. 15:39:34  
 21 Q. Are you going to follow your counsel's 15:39:35  
 22 instruction? 15:39:37  
 23 A. Yes. 15:39:38  
 24 Q. What about with respect to Mr. Cotton and 15:39:40  
 25 Mr. Lee, did either one of them authorize the Brewer 15:39:43  
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1 law firm to begin doing any legal work relating to 15:39:50  
 2 bankruptcy in 2020? 15:39:54  
 3 MR. CICILIANO (VIA ZOOM): It's the 15:39:57  
 4 same objection. Instruct you not to answer. 15:39:58  
 5 Q. Are you going to follow your counsel's 15:40:02  
 6 instruction? 15:40:05  
 7 A. Yes. 15:40:05  
 8 Q. I just want to be sure that the record is 15:40:05  
 9 absolutely clear here because all of this goes to 15:40:09  
 10 the fundamental issues that we are here about in the 15:40:11  
 11 filing of this bankruptcy. 15:40:15  
 12 So, Mr. Frazer, do you have personal 15:40:17  
 13 knowledge of the individual or individuals that 15:40:20  
 14 authorized the Brewer law firm to begin doing any 15:40:26  
 15 bankruptcy-related work in 2020? 15:40:31  
 16 MR. CICILIANO (VIA ZOOM): I would 15:40:34  
 17 object on scope. He's here testifying as a 30(b)(6) 15:40:35  
 18 witness, not based on his individual knowledge and 15:40:38  
 19 otherwise would direct him not to respond with -- 15:40:39  
 20 consistent with prior instruction. 15:40:43  
 21 Q. Are you going refuse to answer my 15:40:46  
 22 question? 15:40:48  
 23 A. Yes. 15:40:50  
 24 Q. As to whether or not you have personal 15:40:53  
 25 knowledge, you're going to refuse to answer my 15:40:55  
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1 question? 15:40:57  
 2 MR. CICILIANO (VIA ZOOM): It's 15:40:57  
 3 outside the scope. 15:40:58  
 4 Q. Mr. Frazer, we're going to ask you the 15:41:02  
 5 same question on Thursday. We'll play this tape for 15:41:05  
 6 Judge Hail tomorrow if we have to, so I'll ask you 15:41:09  
 7 again. 15:41:12  
 8 Do you have personal knowledge of who 15:41:13  
 9 authorized the Brewer firm to begin 15:41:17  
 10 bankruptcy-related work in 2020? 15:41:20  
 11 MR. CICILIANO (VIA ZOOM): He's here 15:41:23  
 12 to testify on behalf of the NRA and I direct you not 15:41:24  
 13 to answer based on attorney-client communication with 15:41:28  
 14 respect to the rest. 15:41:29  
 15 Q. Mr. Frazer, as general counsel and an 15:41:30  
 16 officer of the Court, are you going to refuse to 15:41:32  
 17 answer that question? 15:41:34  
 18 MR. CICILIANO (VIA ZOOM): Counsel, I 15:41:37  
 19 warned you about, I guess, insinuating that you're 15:41:39  
 20 going to take professional action against the witness 15:41:41  
 21 who is being directed by the client not to respond. 15:41:43  
 22 MR. MASON (VIA ZOOM): You can stop 15:41:47  
 23 the speaking objections. 15:41:49  
 24 Q. Mr. Frazer, are you going to follow your 15:41:49  
 25 counsel's instruction and refuse to answer my 15:41:51  
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<p>1 question? 15:41:54</p> <p>2 THE WITNESS (VIA ZOOM) (VIA ZOOM): 15:41:57</p> <p>3 May I confer with counsel again? I'm sorry for the 15:41:58</p> <p>4 interruptions. I just want to -- I just want to make 15:42:00</p> <p>5 sure that I'm acting appropriately. 15:42:03</p> <p>6 MR. MASON (VIA ZOOM): Okay. 15:42:06</p> <p>7 THE VIDEOGRAPHER (VIA ZOOM): 15:42:09</p> <p>8 Everybody agree? Going off the record at 3:42. 15:42:10</p> <p>9 We're off the record. 15:42:14</p> <p>10 (Recess 3:42 p.m. to 3:48 p.m.) 15:42:17</p> <p>11 THE VIDEOGRAPHER (VIA ZOOM): We're 15:48:19</p> <p>12 back on the record at 3:48. 15:48:19</p> <p>13 Q. I'm just going to go ahead and note that 15:48:22</p> <p>14 we're going to move on, that we have basically 15:48:24</p> <p>15 wasted the last hour arguing about privileged stuff. 15:48:27</p> <p>16 I think that that the privilege objections are 15:48:29</p> <p>17 completely unfounded. I don't think that the 15:48:34</p> <p>18 witness has been prepared on topic number 3, and 15:48:36</p> <p>19 we'll be taking this up with the court. 15:48:39</p> <p>20 So with that said -- 15:48:42</p> <p>21 MR. CICILIANO (VIA ZOOM): I just want 15:48:43</p> <p>22 to tell you you can ask him if he has percipient 15:48:44</p> <p>23 knowledge. 15:48:48</p> <p>24 MR. MASON (VIA ZOOM): Are we going to 15:48:49</p> <p>25 get our time back that we just wasted for the last 15:48:50</p> <p style="text-align: right;">Page 290</p>	<p>1 A. No, I don't. 15:49:44</p> <p>2 Q. Have you historically been involved in 15:49:47</p> <p>3 reviewing employment agreements for officers? 15:49:50</p> <p>4 A. Yes, some. 15:49:55</p> <p>5 Q. Are there -- are there any agreements with 15:50:03</p> <p>6 the exception of maybe an agreement for yourself 15:50:05</p> <p>7 that you have not been involved with? 15:50:07</p> <p>8 A. Obviously limited to my tenure with the 15:50:13</p> <p>9 NRA, I was not involved in the most -- in the 2018 15:50:16</p> <p>10 amendment for Wayne LaPierre's employment contract. 15:50:28</p> <p>11 Q. When was the first -- when was the first 15:50:38</p> <p>12 time that you learned that Mr. LaPierre was going to 15:50:39</p> <p>13 potentially have a new employment agreement? 15:50:45</p> <p>14 A. Just to be clear, which -- which -- 15:50:48</p> <p>15 which -- 15:50:52</p> <p>16 Q. Sure. 15:50:52</p> <p>17 A. -- employment agreement are you referring 15:50:53</p> <p>18 to? 15:50:55</p> <p>19 Q. Bad question. Let me -- let me rephrase 15:50:55</p> <p>20 it. 15:50:57</p> <p>21 When was the first time that you knew that 15:50:58</p> <p>22 an employment agreement was going to be presented to 15:51:02</p> <p>23 the board for Mr. LaPierre on January 7, 2021? 15:51:06</p> <p>24 A. So I couldn't point to a specific date or 15:51:10</p> <p>25 even month, but I know that it was -- you know, it 15:51:16</p> <p style="text-align: right;">Page 292</p>
<p>1 hour? Can we reach an agreement right now that we're 15:48:54</p> <p>2 going to get our time back? 15:48:57</p> <p>3 MR. CICILIANO (VIA ZOOM): So first of 15:48:59</p> <p>4 all, we had several breaks in there so that time 15:48:59</p> <p>5 doesn't count for time on the record so you don't 15:49:01</p> <p>6 have to get that one back. As far as the others, 15:49:02</p> <p>7 we'd have to take it on a case-by-case. 15:49:02</p> <p>8 I think quite a few of your questions 15:49:05</p> <p>9 went outside the bounds. And as I told you before, 15:49:07</p> <p>10 you know, I changed -- that changed. I withdrew the 15:49:10</p> <p>11 objection to the extent it applied to certain things 15:49:14</p> <p>12 and so we can certainly we talk about it. You know, 15:49:16</p> <p>13 we can quantify some of that time. I'm not 15:49:19</p> <p>14 foreclosing it. 15:49:23</p> <p>15 THE WITNESS (VIA ZOOM) (VIA ZOOM): A 15:49:26</p> <p>16 settlement, as it were. 15:49:26</p> <p>17 MR. CICILIANO (VIA ZOOM): I don't 15:49:29</p> <p>18 know if it was a settlement. 15:49:30</p> <p>19 MR. MASON (VIA ZOOM): Are we on the 15:49:35</p> <p>20 record? 15:49:36</p> <p>21 THE VIDEOGRAPHER (VIA ZOOM): Yes, we 15:49:36</p> <p>22 are on the record. 15:49:36</p> <p>23 Q. Mr. Frazer, do you have personal knowledge 15:49:36</p> <p>24 as to who authorized the Brewer law firm to conduct 15:49:37</p> <p>25 bankruptcy-related legal work in 2020? 15:49:40</p> <p style="text-align: right;">Page 291</p>	<p>1 was probably a month or two before the board meeting 15:51:22</p> <p>2 I knew that that might be considered. 15:51:24</p> <p>3 Q. And how did you obtain that information? 15:51:27</p> <p>4 A. Discussion with counsel. 15:51:30</p> <p>5 Q. Which counsel? 15:51:34</p> <p>6 A. I don't remember. Actually, it could have 15:51:36</p> <p>7 been -- I don't remember. 15:51:41</p> <p>8 Q. All right. Let's take a look at 15:51:45</p> <p>9 Exhibit 109. 15:51:49</p> <p>10 MR. CICILIANO (VIA ZOOM): I'm not 15:52:04</p> <p>11 seeing it in the folder. 15:52:05</p> <p>12 MR. MASON (VIA ZOOM): It may get -- 15:52:08</p> <p>13 it may get dropped in there. I can share it. 15:52:09</p> <p>14 MR. CICILIANO (VIA ZOOM): I'm 15:52:13</p> <p>15 refreshing. Maybe it will take a second. 15:52:15</p> <p>16 (Exhibit 109 previously marked.) 15:52:15</p> <p>17 Q. So, Mr. Frazer, if I understand correctly, 15:52:19</p> <p>18 on January 6th, there was an officer's compensation 15:52:22</p> <p>19 committee meeting? 15:52:26</p> <p>20 A. Yes. 15:52:28</p> <p>21 Q. What was the purpose of that meeting? 15:52:29</p> <p>22 A. The purpose of that meeting was to discuss 15:52:34</p> <p>23 a new employment agreement with Mr. LaPierre to 15:52:41</p> <p>24 supersede the previous one dated back to 2013 and 15:52:46</p> <p>25 had been amended a couple times. 15:52:52</p> <p style="text-align: right;">Page 293</p>

<p>1 Q. And I'll represent to you that the report 15:52:56                  2 from that meeting states that an employment 15:53:00                  3 agreement negotiated by counsel for the NRA and it 15:53:03                  4 was counsel for Mr. LaPierre. 15:53:08                  5 Do you agree with that? 15:53:11                  6 A. That's my recollection of the document. 15:53:14                  7 Is that the -- is that the exhibit that we're trying 15:53:18                  8 to pull up here? 15:53:21                  9 Q. I believe so, yeah. 15:53:22                  10 A. It seems to still be having some 15:53:26                  11 difficulties. 15:53:29                  12 Q. Let's try this. Can you see -- can you 15:53:30                  13 see that okay? 15:53:36                  14 A. Yes. 15:53:36                  15 MR. CICILIANO (VIA ZOOM): What number 15:53:40                  16 was that, Brian? 15:53:41                  17 MR. MASON (VIA ZOOM): 109. 15:53:42                  18 Q. It says right down here, The committee was 15:53:45                  19 presented with and considered an employment 15:53:47                  20 agreement negotiated by counsel for the NRA and 15:53:49                  21 counsel for Mr. LaPierre. 15:53:51                  22 Do you see that? 15:53:53                  23 MR. CICILIANO (VIA ZOOM): What page 15:53:56                  24 is that? 15:53:56                  25 MR. MASON (VIA ZOOM): Eleven. It's 15:53:57                  Page 294</p>	<p>1 Mr. LaPierre, so I don't think I have knowledge on 15:55:29                  2 that. 15:55:32                  3 Q. Who prepared the first draft of 15:55:35                  4 Mr. LaPierre's employment agreement? 15:55:37                  5 A. I don't know. 15:55:42                  6 Q. Who was responsible for making revisions 15:55:45                  7 to Mr. LaPierre's employment agreement? 15:55:48                  8 MR. CICILIANO (VIA ZOOM): Objection; 15:55:54                  9 vague. 15:55:56                  10 A. Again, I don't know, with the caveat that 15:55:56                  11 there was one provision added at -- added at the 15:56:05                  12 request of the board. You see that mentioned in the 15:56:08                  13 interlineation. 15:56:12                  14 Q. Right. And that was at the January 7th 15:56:15                  15 board meeting, correct? 15:56:17                  16 A. Correct. 15:56:19                  17 Q. So prior to this particular committee 15:56:20                  18 meeting January 6th, who were all of the people that 15:56:24                  19 reviewed the draft of Mr. LaPierre's employment 15:56:29                  20 agreement? 15:56:31                  21 A. I mean, other than presumably -- I'm 15:56:32                  22 sorry, I don't have -- I don't have names of all of 15:56:42                  23 the individuals. But obviously Mr. Correll is 15:56:44                  24 LaPierre's counsel, LaPierre's only counsel that I'm 15:56:49                  25 aware of. 15:56:53                  Page 296</p>
<p>1 on the screen. 15:53:59                  2 THE WITNESS (VIA ZOOM) (VIA ZOOM): 15:54:03                  3 We're scrolling down this version because it's easier 15:54:03                  4 to see. 15:54:06                  5 A. Yes, I see it. 15:54:21                  6 Q. Who was counsel for the NRA that 15:54:22                  7 negotiated this agreement? 15:54:24                  8 A. I don't -- I don't know with certainty, 15:54:34                  9 but I believe it was the Brewer firm. 15:54:36                  10 Q. Who was counsel for Mr. LaPierre that 15:54:39                  11 negotiated this employment agreement? 15:54:40                  12 A. That would have been Kent Correll, 15:54:43                  13 C-o-r-r-e-l-l. 15:54:47                  14 Q. And he is a former law partner of 15:54:50                  15 Mr. Brewer, correct? 15:54:56                  16 A. I don't recall if he was a partner. I 15:54:57                  17 know they worked together in the past. 15:54:59                  18 Q. Was he hired to represent Mr. LaPierre at 15:55:02                  19 the recommendation of Mr. Brewer? 15:55:05                  20 MR. CICILIANO (VIA ZOOM): I would 15:55:10                  21 just object. It's outside the scope, potentially 15:55:11                  22 calls for attorney-client communications. 15:55:14                  23 A. Well, the recommendation would have been 15:55:22                  24 made to Mr. LaPierre. So if any -- if there was 15:55:23                  25 a -- any recommendation would have been made to 15:55:27                  Page 295</p>	<p>1 Q. So based on -- so the only people that you 15:56:54                  2 are aware of that were reviewing and involved in the 15:56:57                  3 negotiations with respect to this employment 15:57:01                  4 agreement would have been the Brewer law firm and 15:57:04                  5 Mr. Correll? 15:57:06                  6 MR. CICILIANO (VIA ZOOM): Objection 15:57:09                  7 to the extent it misstates testimony. 15:57:11                  8 A. I'm not sure that's what I -- I'm not sure 15:57:12                  9 that's what I said but -- and Mr. Davis as board 15:57:14                  10 counsel may have been involved, but I don't know 15:57:19                  11 that. 15:57:21                  12 Q. Anyone else that was involved in the 15:57:23                  13 preparation of Mr. LaPierre's employment agreement 15:57:25                  14 prior to January 6th? 15:57:29                  15 A. Not that I'm aware of. 15:57:34                  16 Q. Do you know whether Mr. -- 15:57:40                  17 A. I mean, just -- just the committee members 15:57:42                  18 presumably who approved it would have been involved 15:57:45                  19 at some level. 15:57:50                  20 Q. Do you know whether -- do you know whether 15:57:50                  21 those committee members had knowledge and reviewed 15:57:53                  22 the contract prior to January 6th? 15:57:56                  23 A. Prior to January 6th, I don't know. 15:58:01                  24 Q. Why was a choice of law provision not 15:58:06                  25 included in the draft employment agreement that was 15:58:09                  Page 297</p>

<p>1 presented to the board on January 6th? 15:58:14                  2 MR. CICILIANO (VIA ZOOM): Just object 15:58:19                  3 to the extent it calls for attorney-client privilege 15:58:20                  4 or work product. 15:58:22                  5 A. I don't know. 15:58:23                  6 Q. Who would know the answer to that 15:58:26                  7 question? 15:58:27                  8 A. Presumably counsel for one or both of the 15:58:30                  9 parties. 15:58:33                  10 Q. So the Brewer firm or Mr. Correll, they 15:58:35                  11 would be the best people to ask about that? 15:58:38                  12 A. Or Mr. Davis. 15:58:40                  13 Q. In your experience as general counsel, is 15:58:54                  14 it fairly to common to include a choice of law 15:58:56                  15 provision in an employment contract? 15:58:59                  16 A. Yes. 15:59:02                  17 Q. Do you know whether there was any 15:59:11                  18 discussion relating to bankruptcy during this 15:59:12                  19 January 6th, 2021, officer's compensation committee 15:59:18                  20 meeting? 15:59:22                  21 MR. CICILIANO (VIA ZOOM): Objection 15:59:24                  22 to the extent it would require you to disclose 15:59:25                  23 attorney-client communications. 15:59:27                  24 A. I'm sorry, Brian. I'm thinking about 15:59:42                  25 whether it falls under that. Are you -- are you -- 15:59:45                  Page 298</p>	<p>1 Q. Correct. 16:06:06                  2 A. On January 6. I don't have knowledge. I 16:06:17                  3 didn't attend the meeting. 16:06:15                  4 Q. Did you take any steps -- well, let me 16:06:18                  5 back up. 16:06:20                  6 The purpose of this meeting was to discuss 16:06:20                  7 Mr. LaPierre's employment agreement, right? 16:06:23                  8 A. Right. 16:06:26                  9 Q. And you're the -- 16:06:27                  10 A. The committee meeting. The committee met 16:06:28                  11 on the 6th and I did not attend that meeting. 16:06:31                  12 Q. And you are designated as the corporate 16:06:35                  13 representative relating to Mr. LaPierre's employment 16:06:39                  14 agreement, right? 16:06:43                  15 A. Yes. 16:06:47                  16 Q. What steps did you take to prepare 16:06:48                  17 yourself to be able to testify on that topic here 16:06:51                  18 today? 16:06:56                  19 A. I mean, I was already familiar with -- I 16:06:59                  20 was familiar with the agreement and I reviewed the 16:07:05                  21 prior agreements, the January 7th agreement, 16:07:11                  22 January 7th, 2021, meeting supercedes. 16:07:17                  23 Q. Did you speak with anyone that was present 16:07:20                  24 at this January 6th meeting to determine what was 16:07:25                  25 discussed or what happened in preparation for your 16:07:28                  Page 300</p>
<p>1 are you talking about -- about whether there was 15:59:54                  2 discussion of the choice of law clause during the 15:59:57                  3 officer compensation committee meeting? 16:00:02                  4 Q. I'm asking -- I'm asking whether there was 16:00:04                  5 any discussion about bankruptcy during the officer's 16:00:06                  6 compensation committee meeting on January 6th? 16:00:09                  7 A. I'm sorry. I would like to confer with 16:00:12                  8 counsel again. 16:00:16                  9 MR. MASON (VIA ZOOM): Okay. 16:00:19                  10 THE VIDEOGRAPHER (VIA ZOOM): We're 16:00:21                  11 going off the record at 4:00 p.m. We're off the 16:00:22                  12 record. 16:00:26                  13 (Recess 4:00 p.m. to 4:05 p.m.) 16:00:26                  14 THE VIDEOGRAPHER (VIA ZOOM): We're 16:05:21                  15 back on the record at 4:05. 16:05:31                  16 Q. Mr. Frazer, I believe the pending question 16:05:37                  17 was, do you know whether there was any discussion 16:05:39                  18 about bankruptcy during the January 6th, 2021, 16:05:42                  19 officer's compensation committee meeting? 16:05:46                  20 MR. CICILIANO (VIA ZOOM): And I would 16:05:52                  21 just object to the extent things presented in the 16:05:53                  22 executive session that are maintained are privileged. 16:05:55                  23 A. Just to -- I'm sorry. So you're asking 16:05:59                  24 about the -- at the -- at the meeting of the officer 16:06:03                  25 compensation committee? 16:06:05                  Page 299</p>	<p>1 deposition today? 16:07:31                  2 A. I did not. 16:07:32                  3 Q. Now, you have previously testified that on 16:07:47                  4 the -- at the board meeting on January 7th, there 16:07:55                  5 was two executive sessions; is that correct? 16:07:58                  6 A. Yes. 16:08:02                  7 Q. And you were present for the first 16:08:03                  8 executive session? 16:08:06                  9 A. Yes. 16:08:08                  10 Q. Were there any third-party guests present 16:08:13                  11 during that executive session? 16:08:17                  12 A. No. The only people there were, you know, 16:08:21                  13 board members, operational staff for the meeting and 16:08:35                  14 the officers, officers and counsel. 16:08:42                  15 Q. Does the NRA keep a record of -- a written 16:08:45                  16 record of whether -- of when third-party guests are 16:08:53                  17 present during executive session? 16:08:57                  18 A. No. 16:09:00                  19 Q. Has it always been like that? 16:09:05                  20 A. I'm not aware of any changes. 16:09:08                  21 Q. You testified that there was three 16:09:17                  22 attorneys in the room during that first executive 16:09:19                  23 session, yourself, Ms. Rogers and Wit Davis; is that 16:09:21                  24 correct? 16:09:21                  25 A. Remind me. I think that was my testimony 16:09:34                  Page 301</p>

1 on the 341? 16:09:37  
 2 Q. Correct. 16:09:38  
 3 A. Those are the people who would be there as 16:09:40  
 4 counsel to the NRA or its board. We have board 16:09:43  
 5 members who are -- who happen to be lawyers, but the 16:09:46  
 6 only people who are there as counsel were those. 16:09:48  
 7 Q. Okay. Without getting into any specifics 16:09:50  
 8 as to what was said, did yourself, Ms. Rogers or 16:09:54  
 9 Mr. Davis answer any questions with respect to 16:10:00  
 10 Mr. LaPierre's employment agreement? 16:10:04  
 11 A. Yes. 16:10:08  
 12 Q. Which one -- which attorneys did? 16:10:16  
 13 A. I don't recall if Ms. Rogers answered any 16:10:19  
 14 questions. I know that Mr. Davis did and I did. 16:10:22  
 15 Q. Were there any discussions during that 16:10:26  
 16 executive session relating to Mr. LaPierre's 16:10:40  
 17 employment agreement and specifically the language 16:10:47  
 18 discussing reorganization? 16:10:55  
 19 MR. CICILIANO (VIA ZOOM): I just 16:11:00  
 20 object on attorney-client privilege and direct you 16:11:00  
 21 not to answer. 16:11:02  
 22 Q. Are you going to follow your counsel's 16:11:03  
 23 instruction? 16:11:06  
 24 A. Yes, I'm going to follow advice. 16:11:06  
 25 Q. Mr. Frazer, at the time that 16:11:37

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1 Mr. LaPierre's employment agreement was approved at 16:11:40  
 2 the January 7th board meeting, did you personally 16:11:43  
 3 know that the language in that agreement was going 16:11:49  
 4 to be used as a basis for filing bankruptcy? 16:11:52  
 5 MR. CICILIANO (VIA ZOOM): Object to 16:11:56  
 6 the extent it calls for attorney-client privilege or 16:11:57  
 7 work product. Direct you not to answer. 16:12:02  
 8 Q. I'm asking you personally. 16:12:04  
 9 MR. CICILIANO (VIA ZOOM): Same 16:12:08  
 10 answer -- or same objection. 16:12:11  
 11 THE WITNESS (VIA ZOOM) (VIA ZOOM): So 16:12:15  
 12 I'm sorry, let me ask -- let me ask you to restate. 16:12:15  
 13 Is it -- is it -- is it an instruction not to answer 16:12:18  
 14 at all or not to answer to the extent that it would 16:12:21  
 15 reveal -- 16:12:24  
 16 MR. CICILIANO (VIA ZOOM): Not to 16:12:26  
 17 answer to the extent that it would reveal 16:12:27  
 18 communications with the client NRA or from outside 16:12:30  
 19 counsel as well as work product related to the issue. 16:12:35  
 20 A. Okay. Okay. Can you -- can restate? 16:12:38  
 21 Q. Sure. Let me see if I can ask it again. 16:12:43  
 22 As of January 7th when Mr. LaPierre's 16:12:46  
 23 employment agreement was approved by the board, did 16:12:50  
 24 you personally understand as of that date that the 16:12:56  
 25 reorganized and restructure language in his 16:13:02

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1 employment agreement would be used as an alleged 16:13:05  
 2 basis to file Chapter 11 bankruptcy? 16:13:09  
 3 A. No, I didn't. 16:13:13  
 4 Q. From the time that you had that initial 16:13:24  
 5 conversation with Ms. Rogers back in the fall and 16:13:26  
 6 learned about the possibility of bankruptcy until 16:13:29  
 7 January 15th, did you have any personal knowledge 16:13:38  
 8 that there was bankruptcy-related activity going on? 16:13:41  
 9 MR. CICILIANO (VIA ZOOM): I just 16:13:48  
 10 object to the form and I think characterization of 16:13:49  
 11 the words. But the question was he aware, I'm not 16:13:52  
 12 going to object to. 16:13:56  
 13 A. Yes. 16:13:57  
 14 Q. What -- what time period did you become 16:14:03  
 15 aware of that? 16:14:05  
 16 A. I'm pausing because I'm trying to 16:14:06  
 17 remember. I believe it was sometime after 16:14:19  
 18 January 7th. 16:14:28  
 19 Q. Mr. Frazer, you have been the general 16:14:42  
 20 counsel of the National Rifle Association for how 16:14:48  
 21 many years? 16:14:47  
 22 A. Six years. 16:14:49  
 23 Q. Do you personally believe that you should 16:14:54  
 24 have been advised as to what was going on with the 16:14:57  
 25 bankruptcy before January 15th? 16:15:00

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1 MR. CICILIANO (VIA ZOOM): I just 16:15:07  
 2 object. He's not here in his personal capacity. 16:15:10  
 3 He's a 30(b)(6) witness. Moreover, I think the 16:15:13  
 4 question is argumentative and not relevant and also 16:15:15  
 5 assumes facts, so... 16:15:26  
 6 THE WITNESS (VIA ZOOM) (VIA ZOOM): So 16:15:30  
 7 am I answering? 16:15:31  
 8 MR. CICILIANO (VIA ZOOM): You can 16:15:32  
 9 answer. 16:15:32  
 10 A. Okay. I would say that -- I would say 16:15:36  
 11 that normally that that's something you would expect 16:15:39  
 12 but there are also reasons to -- you know, to do 16:15:42  
 13 otherwise that I can't discuss -- on the basis of 16:15:49  
 14 privilege. 16:15:52  
 15 Q. And who is that privilege with? I'm 16:15:53  
 16 sorry, that's a bad question. 16:15:57  
 17 So let me ask it this way: Do you know 16:15:59  
 18 why that information was withheld from you? 16:16:06  
 19 MR. CICILIANO (VIA ZOOM): Objection; 16:16:12  
 20 assumes facts. And to the extent that it calls for 16:16:13  
 21 attorney-client privilege, I instruct you not to 16:16:16  
 22 respond. 16:16:22  
 23 Q. Are you going to follow your counsel's 16:16:25  
 24 instruction? 16:16:27  
 25 THE WITNESS (VIA ZOOM) (VIA ZOOM): So 16:16:28

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<p>1 is it a direction not to respond at all? 16:16:28</p> <p>2 MR. CICILIANO (VIA ZOOM): Yes. 16:16:30</p> <p>3 A. Yes, I'm going to follow counsel's advice. 16:16:31</p> <p>4 Q. So you're not -- okay. That's fine. 16:16:34</p> <p>5 We'll take it up with Judge Hale. 16:16:36</p> <p>6 MR. MASON (VIA ZOOM): Let's do this: 16:16:48</p> <p>7 Let's go ahead and take a 5-minute break. Can we 16:16:48</p> <p>8 figure out where we're at on time, please, too? 16:16:50</p> <p>9 THE VIDEOGRAPHER (VIA ZOOM): Yes, if 16:16:53</p> <p>10 we can go off the record, I'll tell you the time. 16:16:55</p> <p>11 We're going off the record at 4:17. We're off the 16:16:58</p> <p>12 record. 16:17:03</p> <p>13 (Recess 4:17 p.m. to 4:27 p.m.) 16:17:04</p> <p>14 THE VIDEOGRAPHER (VIA ZOOM): We're 16:26:50</p> <p>15 back on the record at 4:27. 16:26:57</p> <p>16 Q. Mr. Frazer, when did you personally become 16:27:06</p> <p>17 aware of -- that the Neligan law firm had been 16:27:08</p> <p>18 hired? 16:27:12</p> <p>19 A. I believe on the -- on January 15th. 16:27:16</p> <p>20 Q. Did the Neligan law firm have an 16:27:25</p> <p>21 engagement with the Brewer law firm or the NRA? Let 16:27:28</p> <p>22 me -- let me back up. That was -- that was a bad 16:27:36</p> <p>23 question. 16:27:38</p> <p>24 So I'll represent to you that according to 16:27:38</p> <p>25 the bankruptcy schedules that have been filed, the 16:27:41</p> <p style="text-align: right;">Page 306</p>	<p>1 MR. CICILIANO (VIA ZOOM): And I would 16:29:00</p> <p>2 just object to the extent it calls for 16:29:02</p> <p>3 attorney-client privilege and work product. 16:29:04</p> <p>4 A. I don't know how -- 16:29:04</p> <p>5 MR. CICILIANO (VIA ZOOM): I direct 16:29:09</p> <p>6 you not to answer. 16:29:09</p> <p>7 A. I was going to say I don't... 16:29:10</p> <p>8 Q. Are you going to follow your counsel's 16:29:13</p> <p>9 instruction? 16:29:17</p> <p>10 A. I'm going to follow that advice. 16:29:17</p> <p>11 Q. As of January 15th -- well, let me ask 16:29:21</p> <p>12 this: As of January 15th -- 14th, who at the NRA 16:29:30</p> <p>13 knew that the NRA was going to be filing for 16:29:35</p> <p>14 bankruptcy? 16:29:38</p> <p>15 MR. CICILIANO (VIA ZOOM): Objection; 16:29:39</p> <p>16 calls for attorney-client privilege. 16:29:42</p> <p>17 To the extent that it does, don't 16:29:42</p> <p>18 respond. 16:29:45</p> <p>19 A. So I don't know. 16:29:47</p> <p>20 Q. You don't know? 16:29:49</p> <p>21 A. As of January 14th, I don't know. 16:29:50</p> <p>22 Q. Do you know of anyone that did not know as 16:30:01</p> <p>23 of January 14th? 16:30:07</p> <p>24 MR. CICILIANO (VIA ZOOM): Objection; 16:30:10</p> <p>25 calls for speculation. 16:30:13</p> <p style="text-align: right;">Page 308</p>
<p>1 Neligan law firm conducted bankruptcy-related work 16:27:44</p> <p>2 in 2020. 16:27:48</p> <p>3 Are you aware of that? 16:27:49</p> <p>4 A. Yes. 16:27:50</p> <p>5 Q. Who authorized the Neligan firm from the 16:27:54</p> <p>6 NRA to conduct that work? 16:27:56</p> <p>7 MR. CICILIANO (VIA ZOOM): And I just 16:27:59</p> <p>8 object on the attorney-client privilege. 16:28:00</p> <p>9 Q. You can answer the question. 16:28:05</p> <p>10 MR. CICILIANO (VIA ZOOM): I direct 16:28:08</p> <p>11 you not to answer. 16:28:09</p> <p>12 Q. Are you going to follow your counsel's 16:28:10</p> <p>13 advice? 16:28:12</p> <p>14 A. Yes. 16:28:12</p> <p>15 Q. Did the Neligan firm in 2020 have an 16:28:15</p> <p>16 engagement agreement with the NRA or the Brewer 16:28:19</p> <p>17 firm? 16:28:27</p> <p>18 MR. CICILIANO (VIA ZOOM): Just 16:28:27</p> <p>19 objection to foundation, but... 16:28:28</p> <p>20 A. And I'm sorry, I don't recall. 16:28:30</p> <p>21 Q. As the representative on topic number 3, 16:28:43</p> <p>22 can you please describe all the work that the Brewer 16:28:46</p> <p>23 firm -- or generally describe the work -- the 16:28:49</p> <p>24 bankruptcy work that the Brewer firm has been 16:28:51</p> <p>25 involved with before January 15th, 2021? 16:28:54</p> <p style="text-align: right;">Page 307</p>	<p>1 And to the extent it relies on 16:30:14</p> <p>2 attorney-client privilege, I direct you not to 16:30:16</p> <p>3 answer. 16:30:19</p> <p>4 A. So -- so should I -- I mean, should I 16:30:23</p> <p>5 answer as to people that I know did not know? 16:30:27</p> <p>6 MR. CICILIANO (VIA ZOOM): I mean, 16:30:35</p> <p>7 unless it comes from -- was it imparted to you by 16:30:35</p> <p>8 counsel? I don't know how you would answer that. I 16:30:40</p> <p>9 mean, it's vague but... 16:30:41</p> <p>10 A. I'm sorry, Brian. That's a -- that's a 16:30:48</p> <p>11 little bit of a tough one to sort out. 16:30:51</p> <p>12 Q. It's a fact. It's a fact. It's not 16:30:54</p> <p>13 privilege. You can answer the question. 16:30:57</p> <p>14 MR. CICILIANO (VIA ZOOM): I don't 16:31:05</p> <p>15 necessarily agree with -- that there can't be a 16:31:06</p> <p>16 privileged aspect to that. You're asking him who at 16:31:09</p> <p>17 NRA didn't know presupposes that he has everybody's 16:31:12</p> <p>18 knowledge which is the real problem with the 16:31:15</p> <p>19 question. 16:31:17</p> <p>20 MR. MASON (VIA ZOOM): I'm asking who 16:31:17</p> <p>21 he knew -- who he now knows that was not aware that 16:31:18</p> <p>22 the NRA was going to be filing for bankruptcy as of 16:31:22</p> <p>23 January 14th or 15th. 16:31:25</p> <p>24 MR. CICILIANO (VIA ZOOM): Across the 16:31:29</p> <p>25 entire NRA? 16:31:31</p> <p style="text-align: right;">Page 309</p>

1 MR. MASON (VIA ZOOM): Whoever he 16:31:32  
 2 knows. 16:31:32  
 3 Q. You can answer the question. 16:31:37  
 4 A. Yeah, I know that Craig Spray learned 16:31:38  
 5 about it shortly after I did. 16:31:42  
 6 Q. Is that it? 16:31:46  
 7 A. You know, as to specific individuals that 16:31:49  
 8 I'm aware of. 16:31:55  
 9 Q. Did the -- did the Brewer law firm help 16:32:07  
 10 prepare the NRA's bankruptcy schedules prior to 16:32:10  
 11 January 15th of 2021? 16:32:14  
 12 MR. CICILIANO (VIA ZOOM): General 16:32:21  
 13 objection to the extent it calls for attorney-client 16:32:22  
 14 communications. 16:32:24  
 15 A. I actually don't know. 16:32:32  
 16 Q. Assuming that -- assuming that they did, 16:32:37  
 17 do you know who at the NRA provided them with 16:32:39  
 18 information to help in the preparation of those 16:32:44  
 19 schedules? 16:32:46  
 20 MR. CICILIANO (VIA ZOOM): I would 16:32:47  
 21 just object on the grounds it's an incomplete 16:32:48  
 22 hypothetical and you're asking for him to guess as to 16:32:50  
 23 who would have -- 16:32:53  
 24 MR. MASON (VIA ZOOM): You can stop 16:32:54  
 25 coaching the witness, Dylan. I'm going to be asking 16:32:56  
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1 for a lot more time but you can stop coaching the 16:32:59  
 2 witness. 16:33:01  
 3 A. All of the -- all of the work on preparing 16:33:02  
 4 the schedules that I'm familiar with occurred after 16:33:04  
 5 the filing. 16:33:08  
 6 Q. You personally or you as the NRA? 16:33:11  
 7 A. I personally. 16:33:22  
 8 Q. The NRA is aware that -- in Ackerman's 16:33:27  
 9 motion and the New York Attorney General's motion 16:33:32  
 10 that we're here about right now, that there's 16:33:37  
 11 allegations relating to the Brewer firm, correct? 16:33:40  
 12 A. Yes. 16:33:44  
 13 Q. Is the Brewer firm actively involved -- 16:33:46  
 14 currently actively involved with issues relating to 16:33:51  
 15 the motion to dismiss and motion appoint a trustee? 16:33:57  
 16 MR. CICILIANO (VIA ZOOM): I would 16:34:03  
 17 just object to the extent it calls for 16:34:03  
 18 attorney-client privilege and work product and direct 16:34:06  
 19 you not to answer. 16:34:07  
 20 Q. Are you going to refuse to answer that 16:34:11  
 21 question? 16:34:13  
 22 A. I'm going to take counsel's advice. 16:34:13  
 23 Q. Was the NRA's board of directors told that 16:34:27  
 24 the NRA was going to be filing for bankruptcy prior 16:34:46  
 25 to January 15th, 2021? 16:34:48  
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1 MR. CICILIANO (VIA ZOOM): I just 16:34:54  
 2 object to the attorney-client privilege and 16:34:55  
 3 communications that were conveyed by counsel to the 16:34:56  
 4 board and direct you not to answer. 16:34:59  
 5 Q. Are you going to follow your counsel's 16:35:02  
 6 instruction? 16:35:04  
 7 A. Yes, I'm going to follow counsel's advice. 16:35:04  
 8 Q. Was Mr. LaPierre's January 2021 employment 16:35:13  
 9 agreement intended to amend the NRA's bylaws? 16:35:18  
 10 A. No. 16:35:26  
 11 Q. When did the -- let me ask this: Who is 16:35:57  
 12 Marshall Smith? 16:36:04  
 13 A. Marshall Smith is an individual who was 16:36:06  
 14 initially retained to serve as chief restructuring 16:36:12  
 15 officer for the NRA in connection with this filing. 16:36:15  
 16 Q. When was he first retained? 16:36:22  
 17 A. I'm sorry. I don't recall. 16:36:25  
 18 Q. Who authorized his retention? 16:36:32  
 19 A. I'm sorry. I don't know that. 16:36:36  
 20 Q. Was he -- was he appointed as an officer 16:36:42  
 21 of the NRA? 16:36:49  
 22 A. No. 16:36:50  
 23 Q. Did he have any sort of contractual 16:36:53  
 24 agreement with the NRA? 16:37:02  
 25 MR. CICILIANO (VIA ZOOM): I just 16:37:04  
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1 object to scope on here. 16:37:05  
 2 Which one does this go to, Counsel? 16:37:06  
 3 MR. MASON (VIA ZOOM): The Brewer firm 16:37:18  
 4 compliance. 16:37:14  
 5 MR. CICILIANO (VIA ZOOM): So are you 16:37:18  
 6 taking the position if the Brewer firm is involved 16:37:19  
 7 the witness had to have knowledge -- 16:37:22  
 8 Q. Let me ask you this -- let me ask you 16:37:24  
 9 this, Mr. Frazer. Do you know how Mr. Smith was 16:37:26  
 10 selected as potential CRO? 16:37:29  
 11 MR. CICILIANO (VIA ZOOM): Objection; 16:37:33  
 12 to the extent it calls for attorney-client 16:37:34  
 13 communications or work product. Direct you not to 16:37:38  
 14 answer. 16:37:41  
 15 THE WITNESS (VIA ZOOM) (VIA ZOOM): 16:37:41  
 16 Not to answer at all? 16:37:42  
 17 MR. CICILIANO (VIA ZOOM): If it 16:37:43  
 18 requires you to use attorney-client communication or 16:37:44  
 19 work product. 16:37:46  
 20 A. I think the announcement that went out to 16:37:49  
 21 the board stated Mr. Smith's qualifications. 16:37:53  
 22 MR. MASON (VIA ZOOM): I'll object as 16:37:18  
 23 nonresponsive. 16:38:02  
 24 Q. Let me ask it this way: Who was involved 16:38:06  
 25 in the decision to hire Mr. Smith? 16:38:08  
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1 A. I don't know. 16:38:14  
 2 Q. Are you aware that Mr. Smith had a prior 16:38:18  
 3 relationship with Mr. Brewer? 16:38:21  
 4 A. I believe so. 16:38:26  
 5 Q. You're also aware that Wit Davis, the 16:38:28  
 6 general counsel to the NRA board, had a prior 16:38:31  
 7 relationship with Mr. Brewer too, right? 16:38:35  
 8 MR. CICILIANO (VIA ZOOM): Let me just 16:38:37  
 9 object. This gets way outside the scope. It doesn't 16:38:38  
 10 going to compliance and/or the Brewer firm. It's 16:38:41  
 11 collateral to the issue. 16:38:45  
 12 A. Mr. Davis, just to clarify, is not general 16:38:47  
 13 counsel to the board. He is counsel to the board. 16:38:50  
 14 But he -- I'm aware -- and, yes, I'm aware he has a 16:38:52  
 15 prior relationship. 16:38:57  
 16 Q. Is Mr. Brewer part of the leadership team 16:38:59  
 17 at the NRA? 16:39:04  
 18 A. He's an important adviser to the NRA but 16:39:06  
 19 he's not -- he's not an officer or director or 16:39:09  
 20 employee obviously. 16:39:13  
 21 Q. You're familiar with the NRA website, 16:39:14  
 22 right? You have seen it? 16:39:19  
 23 A. Yes. 16:39:19  
 24 Q. Have you seen the section titled 16:39:20  
 25 Leadership Quotes? 16:39:23

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1 A. Yes. 16:39:24  
 2 Q. Have you seen Mr. Brewer's quote as a 16:39:25  
 3 leader of the NRA? 16:39:30  
 4 A. I don't recall, but it has been some time 16:39:32  
 5 that he -- some time since I have looked at that. 16:39:34  
 6 MR. CICILIANO (VIA ZOOM): That's 16:39:42  
 7 actually outside the scope as well. 16:39:43  
 8 Q. Mr. Frazer, why was Sea Girt formed? 16:39:59  
 9 A. Sea Girt was formed as an entity to assist 16:40:04  
 10 in the potential restructuring and relocation of the 16:40:11  
 11 NRA. 16:40:15  
 12 Q. And I understand that Mr. LaPierre 16:40:18  
 13 authorized the formation of Sea Girt; is that 16:40:21  
 14 correct? 16:40:30  
 15 A. I believe so. 16:40:30  
 16 Q. Did you have any personal knowledge that 16:40:32  
 17 Sea Girt was being incorporated in 2020? 16:40:34  
 18 A. Yes, formed. Not incorporated but formed, 16:40:37  
 19 yes. 16:40:46  
 20 Q. Sure. So you were advised in the fall of 16:40:46  
 21 2020 that an entity was going to be formed -- or Sea 16:40:50  
 22 Girt was going to be formed in Texas? 16:40:54  
 23 MR. CICILIANO (VIA ZOOM): I would 16:40:57  
 24 just object to the extent it calls for 16:40:57  
 25 attorney-client communications. Direct you not to 16:41:00

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1 answer if it does. 16:41:03  
 2 THE WITNESS (VIA ZOOM) (VIA ZOOM): 16:41:15  
 3 Hang on a second. May I confer with counsel? 16:41:15  
 4 MR. MASON (VIA ZOOM): Sure. 16:41:19  
 5 THE WITNESS (VIA ZOOM) (VIA ZOOM): 16:41:19  
 6 Thanks. 16:41:20  
 7 THE VIDEOGRAPHER (VIA ZOOM): We're 16:41:20  
 8 going off the record at 4:41. We're off the record. 16:41:22  
 9 (Recess 4:41 p.m. to 4:46 p.m.) 16:41:30  
 10 THE VIDEOGRAPHER (VIA ZOOM): We're 16:45:57  
 11 back on the record at 4:46. 16:46:02  
 12 MR. MASON (VIA ZOOM): Can we have the 16:46:05  
 13 question read back, please? 16:46:26  
 14 (Record read.) 16:46:26  
 15 A. I was asked to assist in the formation of 16:46:27  
 16 an entity, yes. 16:46:30  
 17 Q. Were you aware at that time that that 16:46:33  
 18 entity would then be used as a basis to file 16:46:35  
 19 bankruptcy in Texas? 16:46:39  
 20 MR. CICILIANO (VIA ZOOM): I object to 16:46:47  
 21 the extent that it calls for you to reveal 16:46:47  
 22 attorney-client communications. Otherwise, you can 16:46:50  
 23 go ahead. 16:46:52  
 24 A. On that basis, I don't think I can answer 16:46:53  
 25 that one. 16:46:55

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1 Q. At the time that Sea Girt was formed, do 16:46:58  
 2 you have an understanding of whether a Texas entity 16:47:01  
 3 had to be formed by the NRA in order for the NRA to 16:47:03  
 4 file bankruptcy in Texas? 16:47:07  
 5 MR. CICILIANO (VIA ZOOM): I would 16:47:11  
 6 just object to the extent that it calls for you to 16:47:12  
 7 reveal the attorney-client communications or work 16:47:14  
 8 product. 16:47:18  
 9 A. So same -- same answer. I can't answer 16:47:18  
 10 that without discussing attorney-client 16:47:20  
 11 communications. 16:47:22  
 12 Q. And those attorney-client communications 16:47:23  
 13 are with the Brewer firm? 16:47:26  
 14 A. Yes. 16:47:31  
 15 Q. As you sit here today, can you tell me any 16:47:32  
 16 other reason why Sea Girt was formed other than for 16:47:35  
 17 the purpose of securing venue for the NRA to file 16:47:38  
 18 for bankruptcy and trying to reincorporate in Texas? 16:47:41  
 19 MR. CICILIANO (VIA ZOOM): I would 16:47:46  
 20 just object and say it misstates his prior testimony. 16:47:47  
 21 Go ahead. 16:47:52  
 22 A. Let me think about it. You know, I think 16:47:53  
 23 it's not uncommon for corporations to form 16:48:01  
 24 subsidiaries to carry out missions and assistance of 16:48:07  
 25 the corporation. 16:48:11

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<p>1 Q. Is it uncommon for a nonprofit 16:48:14                  2 organization to form for-profit entities? 16:48:17                  3 MR. CICILIANO (VIA ZOOM): I would 16:48:24                  4 object and say it's outside the scope and calls for 16:48:24                  5 speculation but... 16:48:27                  6 A. No. The answer is not at all. The NRA 16:48:28                  7 itself has actually formed for-profit entities in 16:48:31                  8 the past. 16:48:33                  9 Q. And if I understand the prior testimony 16:48:35                  10 from the 341 meeting, the only for-profit entity 16:48:36                  11 that is currently in place is Sea Girt right now; is 16:48:41                  12 that correct? 16:48:47                  13 A. No, that's not correct. 16:48:47                  14 Q. What are the other ones? 16:48:49                  15 A. So we have NRA Holdings Inc., which is a 16:48:51                  16 Virginia for-profit corporation. We have Wingate 16:48:56                  17 Church Insurance Services, which is a Delaware 16:49:04                  18 for-profit corporation that's never had a board 16:49:07                  19 appointed. And we have Lexington &amp; Concord Holdings 16:49:14                  20 which is a Delaware nonprofit LLC. 16:49:18                  21 Q. Why didn't the NRA put any of those 16:49:22                  22 subsidiaries into bankruptcy? 16:49:24                  23 MR. CICILIANO (VIA ZOOM): Objection; 16:49:28                  24 calls for attorney-client privilege and work product. 16:49:30                  25 I direct you not to answer unless otherwise it's 16:49:31                  Page 318</p>	<p>1 just a shell company? 16:51:39                  2 MR. CICILIANO (VIA ZOOM): Objection 16:51:43                  3 to characterization, vague. 16:51:43                  4 A. Right. I don't -- I don't know what you 16:51:50                  5 would call -- how you would define the term shell 16:51:54                  6 company. 16:51:58                  7 Q. How would you define it? 16:51:58                  8 A. A shell company might be a company that's 16:52:01                  9 formed to carry out some purpose at a later date or 16:52:10                  10 is a potential future holding company. 16:52:16                  11 Q. Based on your based on your definition of 16:52:21                  12 a shell company, the NRA's definition, would you say 16:52:23                  13 Sea Girt is a shell company? 16:52:29                  14 MR. CICILIANO (VIA ZOOM): I would 16:52:33                  15 object. There's not a category that makes him 16:52:34                  16 testify to what the NRA defines as a shell 16:52:37                  17 corporation. If you want to ask him in his personal 16:52:39                  18 capacity, then that's fine. 16:52:41                  19 A. I mean, I just -- I'm having a hard time 16:52:47                  20 with your -- I'm having a hard time with the 16:52:51                  21 definition here. 16:52:57                  22 Q. Fair enough. Let's -- let's move on. 16:52:58                  23 Mr. LaPierre previously testified that he 16:53:03                  24 authorized a 15 -- \$50,000 transfer into Sea Girt's 16:53:05                  25 bank account; is that correct? 16:53:11                  Page 320</p>
<p>1 outside of that. 16:49:35                  2 Q. Are you going to follow your counsel's 16:49:38                  3 advice? 16:49:41                  4 A. Let me think about the question again a 16:49:42                  5 moment. You know, I want to try to answer questions 16:49:45                  6 where I can. I think the answer is I don't know. 16:49:47                  7 Q. In or around -- or let's just say in 2020, 16:50:03                  8 did the NRA form any other for-profit entities in 16:50:06                  9 other states to explore a possible reorganization? 16:50:10                  10 A. No. 16:50:15                  11 Q. Whose idea was it to form Sea Girt? 16:50:21                  12 MR. CICILIANO (VIA ZOOM): Objection; 16:50:26                  13 to the extent that it calls for personal 16:50:28                  14 attorney-client privilege or work product. 16:50:29                  15 A. And I can't -- I don't know a specific 16:50:31                  16 individual. 16:50:34                  17 Q. Does Sea Girt have any current operations? 16:50:49                  18 A. Sea Girt has -- Sea Girt has assets. Sea 16:50:55                  19 Girt has activities related to these proceedings. 16:51:05                  20 Q. What are those activities? 16:51:10                  21 A. You know, retaining -- retaining counsel 16:51:15                  22 and responding to questions and so on. 16:51:20                  23 Q. Any other activities? 16:51:25                  24 A. Not that I'm aware of. 16:51:28                  25 Q. Would you agree with me that Sea Girt is 16:51:37                  Page 319</p>	<p>1 A. Yes, I believe so. 16:53:15                  2 Q. And that money was transferred from the 16:53:17                  3 Brewer IOLTA account; is that correct? 16:53:21                  4 A. From a trust account, yes. I don't know 16:53:25                  5 the exact structure of their trust account. 16:53:28                  6 Q. Fair -- fair enough. Why was that -- why 16:53:30                  7 were those funds not directly transferred from the 16:53:33                  8 NRA? 16:53:38                  9 MR. CICILIANO (VIA ZOOM): Objection 16:53:40                  10 to the extent it calls for attorney-client privilege 16:53:42                  11 or work product. 16:53:44                  12 A. And I can't answer that on that basis. 16:53:45                  13 Q. And just to be clear, the attorney-client 16:53:48                  14 communications that you're referring -- that you're 16:53:51                  15 refusing to answer on are communications with the 16:53:54                  16 Brewer firm? 16:53:58                  17 A. Yes. 16:53:59                  18 Q. Isn't it true, Mr. Frazer, that the reason 16:54:09                  19 that that money was paid from the Brewer trust 16:54:13                  20 account and not directly from the NRA, that the NRA 16:54:17                  21 did not want its accounting department to know what 16:54:24                  22 it was doing? 16:54:27                  23 MR. CICILIANO (VIA ZOOM): And I would 16:54:29                  24 just object on the same basis and direct you not to 16:54:30                  25 answer to the extent it requires disclosure of 16:54:33                  Page 321</p>

<p>1 attorney-client communications or work product. 16:54:37                  2 A. And on that basis, I'm not going to 16:54:40                  3 answer. 16:54:44                  4 Q. And again, that's based on attorney-client 16:54:44                  5 communications with the Brewer law firm, right? 16:54:48                  6 A. Yes. 16:54:52                  7 Q. How long has the NRA been chartered in New 16:54:56                  8 York? 16:55:05                  9 A. Since 1871. 16:55:05                  10 Q. And now it is seeking to leave New York 16:55:08                  11 and reincorporate in Texas, right? 16:55:13                  12 A. Yes. 16:55:16                  13 Q. Do you believe that that decision is a 16:55:18                  14 major decision for the NRA? 16:55:26                  15 A. Yes. 16:55:30                  16 MR. CICILIANO (VIA ZOOM): Objection 16:55:31                  17 to scope. 16:55:32                  18 Q. Do you believe that that decision is a 16:55:34                  19 significant decision for the NRA to make? 16:55:38                  20 MR. CICILIANO (VIA ZOOM): Objection 16:55:43                  21 to scope. And are you asking him personally? 16:55:44                  22 MR. MASON (VIA ZOOM): I'm asking him 16:55:46                  23 as the NRA. 16:55:47                  24 A. Yes, very important decision. 16:55:53                  25 Q. I believe you have previously testified 16:56:15</p> <p style="text-align: right;">Page 322</p>	<p>1 Q. There's additional funds that they have 16:57:57                  2 been paid on top of the 50 million that maybe the 16:57:59                  3 NRA was indemnified for? 16:58:02                  4 A. Right. 16:58:04                  5 Q. And what -- what amount are those funds? 16:58:04                  6 A. I'm sorry. I don't -- I don't recall the 16:58:10                  7 number. 16:58:11                  8 Q. Do you have an approximate amount? 16:58:15                  9 A. Less than 10 million. 16:58:18                  10 Q. So would that be from, like, insurance 16:58:20                  11 companies potentially? 16:58:23                  12 A. Yes. 16:58:27                  13 Q. So there's the 50 million plus 16:58:29                  14 approximately 10 relating to the indemnity 16:58:32                  15 agreement? 16:58:36                  16 A. It's well under 10, and I apologize that I 16:58:36                  17 don't have the exact answer. 16:58:39                  18 Q. How much has the NRA paid to the Brewer 16:58:44                  19 firm with respect to the subcontractors? 16:58:47                  20 A. I don't know the answer. 16:58:52                  21 Q. Were you reviewing the Brewer firm's 16:59:12                  22 invoices in the fall of 2020? 16:59:16                  23 A. Yes. 16:59:22                  24 Q. Were you reviewing all of the Brewer 16:59:24                  25 firm's invoices for all work that they had been 16:59:27</p> <p style="text-align: right;">Page 324</p>
<p>1 that the Brewer law firm was retained in March 16:56:17                  2 of 2018; is that right? 16:56:25                  3 A. Yes. 16:56:26                  4 Q. Since March of 2018 to present, 16:56:28                  5 approximately how much money had the Brewer law firm 16:56:33                  6 received as a result of the work it has done for the 16:56:37                  7 National Rifle Association? 16:56:44                  8 A. Exclusive of subcontractor billing and 16:56:48                  9 amounts that were, you know, repaid, indemnified by 16:56:56                  10 other parties back to the NRA, it's under 16:57:01                  11 \$50 million. 16:57:06                  12 Q. So I want to make sure I've got that 16:57:09                  13 right. Subcontractors -- what was it -- what is the 16:57:12                  14 under 50? It's excluding what? 16:57:14                  15 A. It's -- so -- so calculating funds that 16:57:16                  16 are actually paid to -- paid to the Brewer firm not 16:57:21                  17 counting any subcontractors that are retained 16:57:26                  18 through the firm and expensed by the firm and not 16:57:29                  19 counting fees that were reimbursed to the -- that 16:57:33                  20 were paid to the firm and then recouped as -- you 16:57:37                  21 know, from an indemnitor, it's under -- it's a 16:57:40                  22 little under \$50 million. 16:57:45                  23 Q. So the funds that maybe the NRA was 16:57:48                  24 indemnified for, is that what you're saying? 16:57:53                  25 A. Right. 16:57:57</p> <p style="text-align: right;">Page 323</p>	<p>1 doing in 2020? 16:59:30                  2 A. No. 16:59:31                  3 Q. What invoices were you not reviewing? 16:59:35                  4 MR. CICILIANO (VIA ZOOM): Objection. 16:59:39                  5 "You" here is Mr. Frazer personally or the NRA? 16:59:40                  6 MR. MASON (VIA ZOOM): Well, yeah. 16:59:47                  7 Let's go with Mr. Frazer personally. 16:59:48                  8 A. Right. And thank you, Dylan. 16:59:52                  9 This purports the NRA is reviewing all of 16:59:56                  10 the invoices. I personally review all of the 16:59:57                  11 invoice other than the matters that are under the 17:00:00                  12 oversight of the special litigation committee. 17:00:04                  13 Q. What about the invoices relating to the 17:00:09                  14 bankruptcy work? 17:00:11                  15 A. Yes, I have reviewed those. 17:00:18                  16 Q. Did you review them in 2020? 17:00:22                  17 A. Yes. 17:00:25                  18 Q. So you did personally know that the Brewer 17:00:28                  19 firm was doing bankruptcy-related work in 2020? 17:00:31                  20 MR. CICILIANO (VIA ZOOM): Objection; 17:00:35                  21 to the extent it misstates prior testimony. 17:00:36                  22 A. Yes. 17:00:40                  23 Q. But you didn't authorize them to do that 17:00:42                  24 work? 17:00:49                  25 A. No, just as sometimes they'll do work 17:00:50</p> <p style="text-align: right;">Page 325</p>

<p>1 that's requested by other -- you know, other NRA 17:00:53                  2 officers or senior staff. 17:00:58                  3 Q. Well, we're going in circles, Mr. Frazer. 17:01:01                  4 Now you're starting to answer -- so answer questions 17:01:03                  5 that you didn't answer earlier. 17:01:05                  6 So let me ask you again: What -- what 17:01:08                  7 bankruptcy-related work did the Brewer firm do in 17:01:14                  8 2020? 17:01:17                  9 MR. CICILIANO (VIA ZOOM): Objection; 17:01:18                  10 calls for attorney-client privilege. I'll direct you 17:01:20                  11 not to answer. 17:01:22                  12 Q. Are you going to follow your counsel's 17:01:24                  13 instruction? 17:01:26                  14 A. Yes, I'm going to take counsel's advice on 17:01:26                  15 this. 17:01:29                  16 Q. Have you reviewed the schedules that the 17:01:48                  17 NRA filed? 17:01:53                  18 A. Yes. 17:01:55                  19 Q. Are you aware that those schedules 17:01:57                  20 indicate payments of over \$17 million to the Brewer 17:02:04                  21 firm within the 90 days prior to filing for 17:02:08                  22 bankruptcy? 17:02:12                  23 MR. CICILIANO (VIA ZOOM): And I would 17:02:13                  24 just object on the scope of the financials, but go 17:02:14                  25 ahead -- or on the scope of the schedules. 17:02:17                  Page 326</p>	<p>1 involved with all NRA litigation? 17:04:01                  2 A. No. 17:04:03                  3 Q. Well, does the Brewer firm -- are they 17:04:05                  4 involved with internal compliance at the NRA? 17:04:08                  5 A. I mean, the firm has provided compliance 17:04:15                  6 advice. 17:04:18                  7 Q. And the firm -- has the firm provided 17:04:20                  8 regulatory advice as well? 17:04:23                  9 A. Yes. 17:04:26                  10 Q. Has the Brewer firm provided public 17:04:28                  11 relations work and advice as well? 17:04:31                  12 A. The firm provides some public relation 17:04:35                  13 services in connection with their legal assignments. 17:04:38                  14 Q. Does the NRA consider the Brewer firm 17:04:43                  15 experts on New York nonprofit law? 17:04:46                  16 MR. CICILIANO (VIA ZOOM): Objection; 17:04:50                  17 calls for speculation. 17:04:54                  18 A. They are -- they are very competent New 17:04:55                  19 York attorneys who have provided guidance on that 17:04:58                  20 subject. 17:05:01                  21 MR. MASON (VIA ZOOM): Objection; 17:05:03                  22 nonresponsive. 17:05:04                  23 Q. Does the NRA consider the Brewer firm 17:05:04                  24 experts on New York nonprofit law? 17:05:07                  25 MR. CICILIANO (VIA ZOOM): Objection; 17:05:10                  Page 328</p>
<p>1 But go ahead. 17:02:20                  2 A. I can't say I know the -- I can't say I 17:02:22                  3 know the number personally sitting here. 17:02:23                  4 Q. Okay. Well, I'll represent to you that 17:02:34                  5 the schedules indicate that the Brewer firm was paid 17:02:29                  6 over \$17 million within the last 90 days. 17:02:33                  7 So my question for you is: What was 17:02:37                  8 that -- break that 17 million down -- \$17 million 17:02:43                  9 down for me. What was that for? What cases? 17:02:46                  10 MR. CICILIANO (VIA ZOOM): I will 17:02:52                  11 generally object to the extent you're asking for 17:02:53                  12 specific advice. But if you want to put it in some 17:02:55                  13 buckets, go ahead. I think we're producing that to 17:02:58                  14 you in discovery. 17:03:01                  15 A. So the cases that were billed in the last 17:03:07                  16 90 days are much the same as -- as in the previous 17:03:10                  17 several months. You have litigation against your 17:03:16                  18 client obviously, litigation involving Under Wild 17:03:21                  19 Skies, litigation against the (inaudible) Virginia 17:03:28                  20 attorney, litigation involving State of New York, 17:03:33                  21 both the New York Attorney General matter, the -- 17:03:38                  22 NRA's lawsuit against -- NRA's lawsuit against the 17:03:50                  23 Attorney General countersuit, and also a general 17:03:51                  24 governance advice category. 17:03:55                  25 Q. Does the Brewer firm oversee -- are they 17:03:58                  Page 327</p>	<p>1 vague and same other objection. 17:05:11                  2 A. I consider them highly qualified on 17:05:14                  3 everything that they undertake. 17:05:18                  4 Q. Who was the NRA's largest vendor in 2019? 17:05:19                  5 MR. CICILIANO (VIA ZOOM): Objection; 17:05:26                  6 scope. What topic is this? 17:05:30                  7 Q. Well, let me ask it this way: Was the 17:05:32                  8 Brewer firm the NRA's largest vendor in 2019? 17:05:34                  9 A. I apologize. I just don't -- I don't 17:05:38                  10 recall the order of names on that -- on that list. 17:05:43                  11 Q. Was the Brewer firm the NRA's largest 17:05:49                  12 vendor in 2020? 17:05:54                  13 A. I don't know that I have seen an analysis 17:05:55                  14 of that yet. 17:06:00                  15 Q. In May of 2018, the NRA filed a lawsuit 17:06:05                  16 against Lockton, right? 17:06:09                  17 A. No. No. That was considerably later in 17:06:12                  18 the year, I think. 17:06:18                  19 Q. Well, all right. Let's back up. 17:06:22                  20 So when did -- when did the NRA file its 17:06:25                  21 lawsuit against Lockton? 17:06:29                  22 A. I'm sorry, unless I'm misremembering. 17:06:31                  23 Q. I'll represent to you, Mr. Frazer, that it 17:06:33                  24 was in May of 2018. 17:06:37                  25 A. All right. And assuming that's correct, 17:06:40                  Page 329</p>

<p>1 I'll take your word for it. I don't -- I think I 17:06:46                  2 was thinking about a particular proceeding. 17:06:49                  3 Q. The Lockton litigation -- there was a 17:06:56                  4 settlement with Lockton in or around November 2018. 17:06:58                  5 Does that sound right? 17:07:02                  6 A. Yes. 17:07:04                  7 Q. How much money did the NRA receive as part 17:07:06                  8 of that settlement? 17:07:10                  9 MR. CICILIANO (VIA ZOOM): I just 17:07:12                  10 object pursuant to a confidentiality provision in the 17:07:13                  11 settlement agreement and direct you not to answer. 17:07:16                  12 Q. Are you going to follow your counsel's 17:07:21                  13 advice? 17:07:23                  14 A. Yes. 17:07:24                  15 Q. How much money did the Brewer firm -- or 17:07:25                  16 let me ask you this: Did the Brewer firm receive 17:07:27                  17 any money pursuant to that settlement agreement with 17:07:30                  18 Lockton? 17:07:34                  19 MR. CICILIANO (VIA ZOOM): And same 17:07:36                  20 objection. Direct you -- or objection and direct you 17:07:38                  21 not to answer. 17:07:39                  22 Q. Are you going to follow your counsel's 17:07:41                  23 advice? 17:07:43                  24 A. Yes. 17:07:44                  25 MR. CICILIANO (VIA ZOOM): And, 17:07:46                  Page 330</p>	<p>1 apologize. 17:09:00                  2 Q. Since -- since the November 2018 Lockton 17:09:02                  3 settlement agreement, has the Brewer firm received 17:09:08                  4 any money that is any way related to that Lockton 17:09:11                  5 settlement agreement? 17:09:16                  6 MR. CICILIANO (VIA ZOOM): To the 17:09:17                  7 extent that any money received would have been a 17:09:18                  8 product of the settlement agreement, I would direct 17:09:21                  9 you not to answer. 17:09:24                  10 A. Then I won't -- then I won't answer. I'll 17:09:26                  11 take counsel's advice. 17:09:28                  12 MR. MASON (VIA ZOOM): Let's do this. 17:09:47                  13 Let's take a 10-minute break and see where we're at 17:09:48                  14 on time. 17:09:50                  15 MR. CICILIANO (VIA ZOOM): And, Brian, 17:09:52                  16 just before we go off the record -- we can go off the 17:09:53                  17 record first. 17:09:55                  18 THE VIDEOGRAPHER (VIA ZOOM): We're 17:09:55                  19 going off the record at 5:10. We're off the record. 17:09:56                  20 (Recess 5:10 p.m. to 5:21 p.m.) 17:10:04                  21 THE VIDEOGRAPHER (VIA ZOOM): We're 17:21:06                  22 back on the record at 5:21. 17:21:13                  23 MR. MASON (VIA ZOOM): At this time 17:21:17                  24 counsel has had discussions about continuing the 17:21:20                  25 deposition and I know Mr. Frazer is set on Thursday 17:21:24                  Page 332</p>
<p>1 counsel, as we told you, we reached out to Lockton 17:07:46                  2 pursuant to that agreement to see if we could get 17:07:49                  3 their waiver. We have to approach it according to 17:07:51                  4 that agreement. Otherwise I don't have a problem 17:07:55                  5 with him otherwise answering that. 17:07:57                  6 Q. Mr. Frazer, is there a provision in the 17:08:00                  7 Lockton settlement agreement that allows the Brewer 17:08:02                  8 firm to continue to represent the NRA and 17:08:15                  9 Lockton-related issues going forward? 17:08:20                  10 MR. CICILIANO (VIA ZOOM): Objection; 17:08:23                  11 to the extent -- objection; direct you not to answer 17:08:23                  12 pursuant to a confidentiality clause in that 17:08:26                  13 agreement. 17:08:29                  14 Q. Are you going to follow your counsel's 17:08:29                  15 advice? 17:08:32                  16 A. Yes. 17:08:33                  17 Q. In the Lockton settlement agreement, did 17:08:36                  18 Lockton agree that the Brewer firm could represent 17:08:38                  19 the NRA in the future with respect to any 17:08:43                  20 Lockton-related insurance matters? 17:08:46                  21 MR. CICILIANO (VIA ZOOM): Pursuant to 17:08:49                  22 the confidentiality terms in that agreement, I'll 17:08:51                  23 direct you not to answer. 17:08:53                  24 A. Yes. I'm sorry. Yes, I'm taking his 17:08:54                  25 advice. I'm anticipating your next question. I 17:08:58                  Page 331</p>	<p>1 as well. We are not passing the witness, but at this 17:21:33                  2 time, we'll agree to shut it down for today. 17:21:37                  3 However, I want to make clear on the 17:21:40                  4 record that it's our position that Mr. Frazer was not 17:21:43                  5 prepared on numerous topics here today, including 17:21:47                  6 topic number 2 -- at least topic number 2, 3, and 13 17:21:51                  7 on Ackerman's notice of deposition as well as topic 17:22:01                  8 15 on the New York Attorney General's notice relating 17:22:08                  9 to Mr. LaPierre's employment agreement. 17:22:13                  10 I'll also note that we intend to 17:22:16                  11 confer with counsel and ask for additional time based 17:22:19                  12 on the significant amount of inappropriate speaking 17:22:28                  13 objections. We also intend to raise with the Court 17:22:31                  14 the numerous issues with respect to privilege that we 17:22:34                  15 contend were improperly asserted. 17:22:37                  16 And so with that said, I don't know if 17:22:40                  17 Mr. Sheehan or anyone else would like to chime in. 17:22:42                  18 MR. SHEEHAN (VIA ZOOM): Yes, please, 17:22:49                  19 if I may. So we have the same concerns with respect 17:22:50                  20 to Mr. Frazer's preparation on topic 5 and topic 7, 17:22:51                  21 the Attorney General's inquiry. And the -- I did 17:22:55                  22 want to make sure -- we will be asking for more time 17:23:01                  23 but I want to make sure that I have a chance to 17:23:03                  24 confer with my colleagues first. I think it makes 17:23:05                  25 sense to do Thursday. 17:23:08                  Page 333</p>

<p>1 Mr. Frazer, where will you be on -- 17:23:10                  2 will you be in Dallas on Thursday or will you be 17:23:13                  3 somewhere else. 17:23:16                  4 THE WITNESS (VIA ZOOM) (VIA ZOOM): 17:23:16                  5 I'll be back in Virginia. 17:23:16                  6 MR. SHEEHAN (VIA ZOOM): Just in terms 17:23:18                  7 of arranging the video conference, Eric, are you on? 17:23:19                  8 Eric Van Horn? 17:23:19                  9 MR. VAN HORN (VIA ZOOM): Yes, I'm 17:23:28                  10 here. 17:23:29                  11 MR. SHEEHAN (VIA ZOOM): So what do we 17:23:30                  12 need to do in order to make sure that we have the 17:23:31                  13 setup arranged in Virginia on Thursday? 17:23:33                  14 MR. VAN HORN (VIA ZOOM): Mr. Frazer, 17:23:37                  15 is it at NRA headquarters that you're planning to be? 17:23:37                  16 THE WITNESS (VIA ZOOM) (VIA ZOOM): 17:23:41                  17 Yes. 17:23:41                  18 MR. VAN HORN (VIA ZOOM): Okay. We'll 17:23:45                  19 coordinate -- we'll coordinate it with Veritext. 17:23:46                  20 MR. SHEEHAN (VIA ZOOM): Okay. As 17:23:49                  21 long as we're here, do we need to arrange the two 17:23:50                  22 Friday depositions in terms of location? Do we know 17:23:54                  23 where Mr. Philips -- are we square on Mr. Philips? 17:23:59                  24 MR. VAN HORN (VIA ZOOM): I think 17:23:59                  25 Mr. Philips will be here in Dallas. But Ms. Rowling, 17:24:06                  Page 334</p>	<p>1 As I offered I think several times 17:25:10                  2 during the deposition, should you guys have specific 17:25:12                  3 questions or want something, you know, let's try to 17:25:14                  4 confer especially before Thursday. If Mr. Frazer 17:25:17                  5 can, you know, educate himself on certain things 17:25:20                  6 you're looking for and it's not overly burdensome or 17:25:24                  7 cumbersome, we may be able to reach an agreement on 17:25:29                  8 that. Just let me know. Happy to work with you 17:25:31                  9 guys. May not always reach an agreement but happy to 17:25:32                  10 talk and see if we can. 17:25:36                  11 MR. SHEEHAN (VIA ZOOM): And, 17:25:37                  12 Ms. Munroe, what's your -- I know you've had -- this 17:25:38                  13 has been a very long day for you. What's your ETA in 17:25:40                  14 terms of the transcript?                  15 THE REPORTER: I'm going to shoot for                  16 tomorrow sometime.                  17 MR. SHEEHAN (VIA ZOOM): Wow. Okay.                  18 THE REPORTER: I'm going to try.                  19 We're over 300.                  20 MR. SHEEHAN (VIA ZOOM): Thank you. 17:25:58                  21 MR. DRAKE (VIA ZOOM): Okay. This is 17:25:58                  22 Scott Drake on behalf of the Committee. I would just 17:25:59                  23 like to make a brief statement on the record. 17:26:01                  24 As mentioned off the record that the 17:26:04                  25 committee did cross-notice these. I just want to 17:26:05                  Page 336</p>
<p>1 Mr. Frazer, or Mr. Ciciliano, do you know where 17:24:06                  2 Ms. Rowling will be -- will be at NRA headquarters as 17:24:11                  3 well? 17:24:13                  4 MR. CICILIANO (VIA ZOOM): Let me 17:24:13                  5 confer with you on that one. I think that may be the 17:24:14                  6 case, but before I confer -- or tell you it is, let's 17:24:17                  7 make sure. 17:24:23                  8 I think someone just let us know we're 17:24:24                  9 still on the record. I think we intended to be on 17:24:25                  10 the record. 17:24:28                  11 MR. GARMAN (VIA ZOOM): This is Greg 17:24:30                  12 Garman. Ms. Rowling will be at NRA headquarters 17:24:32                  13 also. I'll be honest though, as we sit here right 17:24:35                  14 now, I don't know where Philips is. It's just not in 17:24:37                  15 my knowledge base so we should confer about that. 17:24:40                  16 MR. CICILIANO (VIA ZOOM): Okay. 17:24:44                  17 MR. VAN HORN (VIA ZOOM): We'll work 17:24:48                  18 with Veritext to have the videographer at the NRA 17:24:49                  19 headquarters approximately an hour before the 17:24:53                  20 depositions start on Thursday and Friday. 17:24:55                  21 MR. CICILIANO (VIA ZOOM): Just so 17:25:02                  22 there's no avoidance of doubt on the record we, of 17:25:03                  23 course, disagree with your assertion on the topics as 17:25:05                  24 well as the witness being prepared as well as the 17:25:09                  25 objections. 17:25:09                  Page 335</p>	<p>1 make clear that we're reserving our rights. 17:26:08                  2 Mr. Garman and I are going to talk and hopefully we 17:26:10                  3 can reach an agreement about where we fit in the 17:26:15                  4 prior agreement reached between the noticing parties 17:26:18                  5 and the debtors. And so we'll be in touch with 17:26:21                  6 debtor's counsel but reserve our rights to question 17:26:25                  7 the witness in his corporate capacity on Thursday as 17:26:29                  8 well as the individual capacity that we have 17:26:33                  9 cross-noticed as well. 17:26:37                  10 MR. SHEEHAN (VIA ZOOM): Is there 17:26:38                  11 anybody here from the Trustee's Office currently, 17:26:39                  12 U.S. Trustee? I guess not. Okay. Thank you. 17:26:42                  13 MR. CICILIANO (VIA ZOOM): I 17:26:54                  14 appreciate the courtesy. 17:26:54                  15 THE VIDEOGRAPHER (VIA ZOOM): Are we 17:26:58                  16 done? 17:26:59                  17 MR. SHEEHAN (VIA ZOOM): We are done. 17:27:01                  18 THE VIDEOGRAPHER (VIA ZOOM): 17:27:02                  19 Everybody stand by. We're going off the record at 17:27:02                  20 5:27. 17:27:07                  21 (Off the video record.) 17:27:07                  22 MS. SARKESSIAN (VIA ZOOM): Before we 17:27:10                  23 go off the record, I'm sorry, I was muted and I was 17:27:12                  24 having trouble unmuting. Yes, Juliet Sarkessian is 17:27:14                  25 here for the Office of the U.S. Trustee. Sorry. 17:27:17                  Page 337</p>



1 Mr. Sheehan, is there something you 17:27:20  
 2 would like to ask me? 17:27:22  
 3 MR. SHEEHAN (VIA ZOOM): I just wanted 17:27:24  
 4 to make sure if you had any questions -- if you had 17:27:25  
 5 questions that you had an opportunity to ask them or 17:27:26  
 6 to ask for time to ask them so... 17:27:28  
 7 MS. SARKESSIAN (VIA ZOOM): Yes. 17:27:32  
 8 Thank you. There are a few questions, just some 17:27:33  
 9 follow-up questions that we would like to ask when 17:27:35  
 10 everybody else is done. We're happy to wait in line 17:27:39  
 11 for that. 17:27:42  
 12 MR. CICILIANO (VIA ZOOM): I would 17:27:43  
 13 like to tell you that the videographer said that this 17:27:43  
 14 wasn't video recorded. I think the court reporter is 17:27:46  
 15 still taking it down. I don't have an issue with 17:27:49  
 16 that. I don't know if counsel does if we want to go 17:27:51  
 17 back on the video recording. It seems unnecessary. 17:27:53  
 18 MR. SHEEHAN (VIA ZOOM): I think it's 17:27:57  
 19 unnecessary for this. 17:27:58  
 20 MR. DRAKE (VIA ZOOM): I'm fine 17:28:01  
 21 without it being on video. 17:28:01  
 22 (Deposition adjourned at 5:28 p.m.)  
 23  
 24  
 25

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1 DEPOSITION CHANGES  
 2 WITNESS: JOHN FRAZER  
 3 PAGE NO. LINE NO. CHANGE REASON FOR CHANGE  
 4 \_\_\_\_\_  
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 25 Job No. TX4501078

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 (Signature of the Witness)  
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 6  
 7  
 8 THE STATE OF \_\_\_\_\_  
 9 COUNTY OF \_\_\_\_\_  
 10  
 11 Subscribed and sworn to before me by the said  
 12 witness, JOHN FRAZER, on this the \_\_\_\_\_ day of  
 13 \_\_\_\_\_, 2021.  
 14  
 15  
 16 \_\_\_\_\_  
 Notary Public in and for the  
 State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 18 My commission expires: \_\_\_\_\_  
 19  
 20  
 21  
 22  
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1 STATE OF TEXAS )  
 2 COUNTY OF DALLAS )  
 3 I, Michelle L. Munroe, Certified Shorthand  
 4 Reporter in and for the State of Texas, certify that  
 5 the foregoing deposition of JOHN FRAZER was reported  
 6 stenographically by me at the time and place  
 7 indicated, said witness having been placed under oath  
 8 by me, and that the deposition is a true record of  
 9 the testimony given by the witness;  
 10 That the amount of time used by each party at  
 11 the deposition is as follows:  
 Mr. Sheehan - 4 hours, 39 minutes  
 12 Mr. Thompson - 42 minutes  
 Mr. Mason - 1 hour, 49 minutes  
 13  
 14 I further certify that I am neither counsel for  
 15 nor related to any party in this cause and am not  
 16 financially interested in its outcome.  
 17 Given under my hand on this the \_\_\_\_\_ day  
 18 of \_\_\_\_\_, 2021.  
 19  
 20  
 21 <%signature%>  
 Michelle L. Munroe, CSR No. 6011  
 Commission expires 12-31-22  
 Firm Registration #571  
 23 VERITEXT LEGAL SOLUTIONS  
 300 Throckmorton Street, Suite 1600  
 24 Fort Worth, Texas 76102  
 817.336.3042 telephone  
 25

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<p>1 dciciliano@gtg.legal 2           March 16, 2021 3 In Re: National Rifle Association Of America And Sea Girt 4 DEPOSITION OF: John Frazer (# 4501078) 5     The above-referenced witness transcript is 6 available for read and sign. 7     Within the applicable timeframe, the witness 8 should read the testimony to verify its accuracy. If 9 there are any changes, the witness should note those 10 on the attached Errata Sheet. 11    The witness should sign and notarize the 12 attached Errata pages and return to Veritext at 13 errata-tx@veritext.com. 14    According to applicable rules or agreements, if 15 the witness fails to do so within the time allotted, 16 a certified copy of the transcript may be used as if 17 signed. 18           Yours, 19           Veritext Legal Solutions 20 21 22 23 24 25</p> <p style="text-align: right;">Page 342</p>	