

EXHIBIT 7

In The Matter Of:

*NRA v.
Ackerman McQueen*

*Wayne LaPierre
September 24, 2019
Confidential*



Min-U-Script® with Word Index

Page 1

1 VIRGINIA:
 2 IN THE CIRCUIT COURT FOR THE CITY OF ALEXANDRIA
 3
 4 ----- +
 5 NATIONAL RIFLE ASSOCIATION
 6 OF AMERICA,
 7 Plaintiffs,
 8 vs.
 9 ACKERMAN McQUEEN, INC.,
 10 and
 11 MERCURY GROUP, INC.,
 12 Defendants.
 13 ----- +

Case No. CL19001757;
 CL19002067

* CONFIDENTIAL *
 Washington, D.C.
 Tuesday, September 24, 2019

Deposition of WAYNE LaPIERRE, a witness
 herein, called for examination by counsel for
 Defendants in the above-entitled matter, pursuant to
 notice, the witness being duly sworn by MICHELE E.
 EDDY, RPR, CRR, a Notary Public in and for the
 District of Columbia, taken at the offices of
 Schertler & Onorato, LLP, 901 New York Avenue,
 Northwest, Washington, D.C., at 10:20 a.m.

Page 3

1 ATTENDANCE, Continued
 2
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11 ALSO PRESENT:
 12 Tony Makris, Mercury Group
 13 Joshua Powell, Esquire
 14 Glen Fortner, Videographer

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1 P R O C E E D I N G S
 2 Washington, D.C.
 3 September 24, 2019
 4 - - -
 5 THE VIDEOGRAPHER: We are now on the
 6 record.
 7 My name is Glen Fortner. I'm a
 8 videographer retained by Lexitas.
 9 This is a video deposition for the
 10 Circuit Court for the City of Alexandria. Today's
 11 date is September 24th, 2019. The time is 10:21.
 12 This deposition is being held at 901 New
 13 York Avenue, Northwest, Washington, D.C., in the
 14 matter of National Rifle Association of America v.
 15 Ackerman McQueen, Inc., et al. The deponent is
 16 Wayne LaPierre.
 17 Would all counsel please identify
 18 themselves.
 19 MR. SCHERTLER: David Schertler of
 20 Schertler & Onorato. I am counsel for Ackerman
 21 McQueen.
 22 MR. GONZALEZ: Joseph Gonzalez,
 23 Schertler & Onorato, counsel for Ackerman McQueen.
 24 MR. DICKIESON: David Dickieson,
 25 Schertler & Onorato, representing Mercury Group

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1 today.
2 MR. MADRID: Jay Madrid, pro hac vice,
3 for Ackerman McQueen.
4 MR. DICKIESON: We have a client
5 representative, Tony Makris, with Mercury Group.
6 MR. COX: Bob Cox, with Briglia Hundley,
7 representing the NRA.
8 MR. COLLINS: Michael Collins, from the
9 law firm of Brewer, Attorneys and Counselors, here
10 for the plaintiff NRA.
11 And also with us is Josh Powell, our
12 corporate representative.
13 THE VIDEOGRAPHER: All right. The court
14 reporter is Michele Eddy and will now swear in the
15 witness.
16 - - -
17 WAYNE LaPIERRE,
18 having been duly sworn, testified as follows:
19 MR. COLLINS: Just one thing for the
20 record. I'm sure I'll repeat this at the end, but
21 I anticipate that we will mark the deposition
22 transcript confidential.
23 MR. SCHERTLER: I don't think we have
24 any opposition to that. That sounds fine. So,
25 great.

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1 EXAMINATION
2 BY MR. SCHERTLER:
3 Q. Mr. LaPierre, good morning, sir.
4 A. Good morning.
5 Q. Thanks very much for coming to our shop.
6 Let me just start out by asking, have
7 you ever been deposed before?
8 A. One other time.
9 Q. Okay. The rules are fairly simple.
10 We'll ask questions. You'll answer the questions
11 to the best of your ability. Obviously, for the
12 benefit of the court reporter, who is taking
13 everything down, we have to articulate answers. I
14 don't think that will be a problem for you.
15 You've got a lot of speaking experience.
16 What was the case where you were
17 deposed? Is that -- can you tell me?
18 A. It was a case called Member Drive.
19 Q. About how long ago was that?
20 A. Oh, gosh, several years ago.
21 Q. Is there anything -- I apologize for
22 asking these questions, but they're standard
23 questions.
24 Is there anything that would prevent you
25 from being able to give -- understand the

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1 questions that I'm asking and give accurate and
2 correct answers to the best of your ability to
3 those questions?
4 A. No.
5 Q. Any medications that you're on that
6 could affect your ability to understand things
7 today?
8 A. No.
9 Q. And no -- no kind of impairment that you
10 believe would impact your ability to understand
11 what's going on.
12 A. Correct.
13 Q. Can I ask you what you did to prepare
14 for the deposition? And what I'd like to do is
15 make sure -- we're not looking about specific
16 conversations you might have had with your
17 lawyers, but did you meet with anybody, did you
18 review documents, things like that?
19 A. I talked with my attorneys and reviewed
20 a couple documents.
21 Q. Okay. And you know that this
22 deposition --
23 A. NRA's attorneys, I should say, also.
24 Q. Very well. We're not going to get into
25 the discussions you might have had with attorneys

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1 because that's all considered privileged.
2 When you -- you're aware of the fact
3 that this deposition is being taken in connection
4 with several lawsuits that have been filed in the
5 Circuit Court in Alexandria City.
6 A. I am.
7 Q. And there are -- at this point in time,
8 there have been three separate complaints that
9 have been filed by the NRA against Ackerman
10 McQueen and its subsidiary Mercury Group.
11 Are you familiar with those lawsuits?
12 A. I'm familiar with the lawsuit that
13 require Ackerman McQueen -- asking Ackerman
14 McQueen to produce its records for review by the
15 organization and another lawsuit in Dallas asking
16 Ackerman McQueen -- I think in Federal Court,
17 asking Ackerman McQueen to stop from using NRA
18 images.
19 Q. And, obviously, the subject matter of
20 the lawsuit that the NRA has filed against
21 Ackerman McQueen in Texas is not the subject here,
22 so I won't be asking you any questions about that.
23 But are you aware of the fact that the NRA, in May
24 of 2019, filed a second lawsuit against Ackerman
25 McQueen and Mercury in which it alleged that

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1 Ackerman McQueen employees had disclosed
2 confidential information to media or press
3 sources?
4 MR. COLLINS: Objection. The document
5 speaks for itself, but you can testify.
6 Q. I'm just asking you if you're aware that
7 that lawsuit was filed.
8 A. I am aware that NRA was concerned over
9 Ackerman McQueen revealing confidential
10 information publicly.
11 Q. Were you aware that they filed a lawsuit
12 alleging that?
13 A. I thought -- I thought it was a part of
14 the other record -- other lawsuit.
15 Q. I see.
16 Are you aware of the fact that just more
17 recently, within the last couple weeks, in
18 September, that the NRA has filed yet a third suit
19 against Ackerman McQueen regarding the return
20 of -- alleging that it is entitled to the return
21 of NRA property under the services agreement? Are
22 you aware of that lawsuit?
23 A. I know -- I know that NRA has a request
24 to return of NRA's property under the -- under the
25 services agreement.

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1 Q. Okay. Let me ask you just generally.
2 When the NRA -- counsel for the NRA files these
3 particular lawsuits, the three lawsuits that I
4 referred to, what role do you typically play in
5 reviewing the -- let's say, the complaint that's
6 filed initially to start the lawsuit?
7 A. I read it over and take a look at it.
8 Q. Are you asked to -- are you asked to
9 provide any information that would be relevant or
10 included in that complaint?
11 A. Well --
12 MR. COLLINS: I object. I object. You
13 can answer that yes or no, but don't get into any
14 conversations with your counsel.
15 A. Yes.
16 Q. And just to maybe put a finer point on
17 it, when the completed draft that will be filed in
18 court is prepared, do you review that for
19 accuracy?
20 A. I read it -- I read it over.
21 Q. And, obviously, if you read it over and
22 thought that there was something incorrect or that
23 shouldn't be in there, you would notify your
24 attorneys of that.
25 A. I would -- I would say something.

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1 Q. Okay. So, is it fair to say, then, that
2 you do review those documents for accuracy?
3 A. Well, yeah, if I saw something
4 inaccurate, I would say something.
5 Q. Okay.
6 Is there anybody else within the NRA
7 that also reviews those pleadings for accuracy and
8 substance?
9 A. I'm not -- maybe our legal counsel, John
10 Frazer, he would have to talk about how -- how
11 much he reviews them. I think -- I think Josh
12 Powell, our chief of staff, reviews them.
13 Q. Anyone else that you can recall?
14 MR. COLLINS: Don't speculate. Just
15 talk about what you know.
16 Q. Agreed.
17 A. Not that I know of.
18 Q. Let me shift gears a little bit. Your
19 current employment is as the -- is, I think, if I
20 have it correctly, as the executive vice president
21 for the NRA, correct?
22 A. Correct.
23 Q. And you are the executive vice president
24 for the National Rifle Association of America. Is
25 that the correct title?

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1 A. That's correct.
2 Q. Do you also hold position -- do you hold
3 any position with the NRA-ILA, the Institute for
4 Legislative Action?
5 A. Well, it's one -- it's one organization.
6 I am the executive director of the National Rifle
7 Association. ILA is a division of the NRA.
8 Q. So, then, do you exert -- in your
9 position, do you also have authority over ILA?
10 A. I have authority over ILA, although they
11 have -- they have a certain amount of historical
12 independence.
13 Q. And there is an executive director for
14 the ILA, as I understand it; is that correct?
15 A. That's correct.
16 Q. And that person, formerly up until June
17 of this year, had been a gentleman by the name of
18 Christopher Cox. Is that correct?
19 A. That's correct.
20 Q. Mr. Cox was recently replaced by -- who
21 is the new executive director?
22 A. Jason Ouimet.
23 Q. Does Mr. Ouimet, would he report to you?
24 A. Yes.
25 Q. And the NRA Foundation, is that also --

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1 is that a separate organization from --
2 A. That is a separate 503(c)(3)
3 organization.
4 Q. And who is the head of the NRA
5 Foundation?
6 A. It has a Board of Directors, and I think
7 the acting person right now is Jim Porter, who is
8 a member of our Board of Directors.
9 Q. Member of the NRA of America Board of
10 Directors.
11 A. Board of Directors.
12 Q. And does he report to you?
13 A. No.
14 Q. Does the Board for the NRA Foundation
15 have any reporting obligations to the Board of the
16 NRA, National Rifle Association of America?
17 A. They -- the members of the Foundation
18 Board are selected by the -- well, the Foundation
19 just -- the Foundation must have the ability to
20 replace vacancies, because they just replaced a
21 vacancy the other day. I think the members of the
22 Foundation Board are selected by the NRA Board of
23 Directors.
24 Q. And when you say the NRA Board of
25 Directors, that's your organization, the National

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1 Rifle Association?
2 A. That's the organization I work for, the
3 National Rifle Association.
4 Q. So the NRA Board selects the directors
5 for the NRA Foundation.
6 MR. COLLINS: If you know.
7 A. I believe that's correct.
8 Q. Who selects the executive director for
9 the NRA Foundation? How is he appointed?
10 A. He has historically been -- I think it
11 is a joint decision by the Director of Advancement
12 and the Board of the Foundation. I think there's
13 a cooperative relationship there.
14 Q. Now, what is the inner relationship
15 between the work that's done by the Foundation and
16 the work that's done by the NRA itself, if you can
17 describe that for us.
18 A. The Foundation was founded by the
19 National Rifle Association charter -- set up and
20 chartered in D.C. with the idea of creating a
21 vehicle for donor-designated 501(c)(3) gifts and
22 to raise -- a vehicle to raise money for donors
23 that wished to donate to 501(c)(3) programs that
24 were run by the National Rifle Association. The
25 NRA has many 501(c)(3) programs, for example, law

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1 enforcement training, safety, education, programs
2 like that, that are 501(c)(3) and can be funded by
3 NRA 501(c)(3) Foundation.
4 Q. So the projects that can be funded by
5 the 501(c)(3) Foundation are more limited in scope
6 than -- under the law, than the different projects
7 that can be engaged in by the NRA itself?
8 MR. COLLINS: Objection. If you know.
9 A. No, that's correct. The attorneys --
10 the Foundation attorneys review all of those
11 funded projects to make sure that they are
12 legitimate 501(c)(3) projects and vet them to make
13 sure they comply with the law.
14 Q. And so is it fair to say that the --
15 look, with respect to Mr. Collins' objections, I'm
16 just asking you for what you know. If you don't
17 know, you don't know.
18 A. Right. I don't -- I'm a member of the
19 Foundation Board, but it's not something I
20 directly control.
21 Q. Are the finances of the Foundation kept
22 separately from the finances of the NRA itself?
23 When I refer to the NRA, I'll talk about the NRA,
24 the National Rifle Association of America.
25 A. You know, the NRA treasurer's office

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1 would -- would be able to give you a more specific
2 response, but I know that the Foundation's
3 finances are -- I believe the treasurer would say
4 they're -- they're kept separate.
5 Q. Has the Foundation engaged in financial
6 transactions with the NRA?
7 A. Yes, the Foundation has given a loan to
8 the NRA.
9 Q. Just one?
10 A. I think just one. And the Foundation
11 funds 501 -- many 501(c)(3) programs run by the
12 National Rifle Association. It also, the Board,
13 on its own, receives requests for funding and,
14 from time to time, funds other 501(c)(3) requests
15 that -- and half of the money raised from Friends
16 of the NRA dinners, which is 501(c)(3) fundraising
17 effort, actually stays at the local level and
18 is --
19 Q. Local level of what organization?
20 A. Well, let's say, there's an NRA Friends
21 of the NRA committee in Gainesville, Florida. The
22 committee of that friends dinner, actually half of
23 the money stays with that committee, and they are
24 able to fund projects at the local level in
25 Gainesville that are appropriate 501(c)(3)

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1 programs. And I believe those programs are also
2 vetted by the NRA attorneys -- Foundation
3 attorneys to make sure that they are in compliance
4 with (c)(3) law.
5 Q. I see.
6 What about -- you said there was one
7 loan that the Foundation made to the NRA. When
8 was that?
9 MR. COLLINS: I'm going to object. I'm
10 not sure this has any relevancy to the cases that
11 are pending in Virginia but ...
12 Q. But you can answer. So he'll object for
13 the record.
14 A. There was -- I think it was made two
15 years ago, maybe three years ago. Two years ago
16 so ...
17 Q. Do you know the amount?
18 A. 5 million.
19 Q. Has it been paid back?
20 A. It has not been paid back.
21 Q. But that's the only loan that you know
22 from the Foundation to the NRA?
23 A. It is.
24 Q. Any loans from the Foundation to the
25 ILA?

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1 MR. COLLINS: I'm going to object. I'm
2 not sure it has any relevance whatsoever to the
3 pending lawsuits. I'll give you a little bit
4 more, but --
5 A. It's one organization, so it's
6 actually -- but NRA has \$3 million of ILA money
7 that was raised by NRA and ILA. You could
8 characterize it as loan or not -- it's all NRA
9 money.
10 Q. Right. But with, at least, the
11 Foundation, I think, if I -- if I understood you
12 correctly, there are different rules and
13 regulations that apply to the use of the
14 Foundation money that --
15 A. Right.
16 Q. -- that can't be -- that are more
17 restrictive than what the NRA or ILA can --
18 MR. COLLINS: I'll object to the extent
19 it's asking for legal conclusions or legal
20 analysis.
21 Q. To the extent that you know.
22 A. I am -- I am not an expert on it, but I
23 think that's true.
24 Q. Let me just -- again, I don't want to
25 get too deep into this. How long have you held

Page 23

1 your position as executive director for the NRA?
2 I know it's a long time.
3 A. Since 1991.
4 Q. So coming on almost 30 years.
5 A. Yes, a long time.
6 Q. How did you get that position to begin
7 with? How did that come about? Had you worked
8 for the NRA before that?
9 A. I had worked for the NRA previous to
10 that as a lobbyist, a state director, a federal
11 director, criminal affairs director, and the
12 director of ILA.
13 Q. And then in '91 you were appointed as
14 executive director?
15 A. I was elected by the Board.
16 Q. Is that how the executive director is
17 appointed; is he elected by the Board?
18 A. Correct.
19 MR. COLLINS: I'm going to object. Is
20 that the right term, "executive director"? Maybe
21 ...
22 Q. I'm sorry, if I'm misstating your title,
23 please let me know and I'll correct it. I thought
24 you said executive director.
25 A. The executive vice president of NRA is

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1 elected by the Board of Directors.
2 Q. And is it -- just have to be majority
3 vote or ...
4 A. It has to be a majority vote.
5 Q. And the -- as I understand it right now,
6 the Board of Directors for the NRA is
7 approximately 76 members; is that correct?
8 A. That's correct.
9 Q. How often do you have to run for
10 reelection?
11 A. Every year.
12 Q. So it's an annual vote that the Board
13 takes to --
14 A. Correct.
15 Q. And typically, in those elections over
16 the last, like 28, 29 years, since 1991, have you
17 ever been challenged? Have there ever been other
18 nominees that the Board has considered in the
19 annual vote for the executive vice president?
20 A. There was a challenge in -- I can't
21 remember the exact year. I think it was '97,
22 maybe. I think it was '97.
23 Q. That was it?
24 A. Yes.
25 Q. Otherwise you've run unopposed?

Page 25

1 A. I think that's correct.
2 Q. Where does this election take place? Is
3 it at the annual convention?
4 A. Yes, it's usually Monday morning, the
5 day of the board meeting of the national
6 convention.
7 Q. Again, I'm not going to get too deep
8 into this, but can you tell me what your
9 compensation is, what form your compensation takes
10 with the NRA? Are you a salaried --
11 A. I'm a salaried employee.
12 Q. And if you -- just in the most recent
13 year, what was your annual salary with them?
14 [REDACTED]
15 [REDACTED]
16 Q. How is that salary determined?
17 A. By the Board of Directors, by -- they
18 have a compensation committee by the Board, and
19 then the entire Board votes or accepts the --
20 whatever the recommendation or doesn't accept the
21 recommendation by the compensation committee of
22 the Board.
23 Q. I see. Forgive me for the simplicity of
24 this, but would that income or that salary be
25 considered what we refer to as W-2 income where --

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1 A. It would.
2 Q. -- taxes and other things are deducted
3 from it?
4 A. It's all W-2.
5 Q. Do you get any other bonuses or any
6 other form of compensation from the NRA aside from
7 your salary?
8 A. I don't. Part of the way -- the way
9 they work it is part of the salary is considered
10 bonus, but it's really built in with the salary
11 structure.
12 Q. I see. So there's -- if you looked at
13 it, there would be a separation between salary and
14 a bonus portion of that?
15 A. Yes, but going back to when they
16 originally did it, they -- not me -- they,
17 the compensation committee and the Board, decided
18 that's the way they were going to set it up.
19 Q. Okay. And, obviously, if it's -- it's
20 considered taxable income.
21 A. Correct.
22 Q. You're not paid, then, by any of the
23 other entities, either the ILA or the Foundation?
24 Your --
25 A. No, I'm not.

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1 Q. Your income is paid for by the NRA.
2 A. Correct.
3 Q. Do you have income from any other
4 sources?
5 A. I don't.
6 Q. And do you hold -- outside of your
7 position as the executive vice president for the
8 NRA, have you ever held other positions, let's say
9 directors of the -- the directorship of another
10 company or something along those lines?
11 A. I've been the National Fish and Wildlife
12 Foundation Board, NFWF, the Water Fowl Foundation,
13 Wetlands Commission, things like that.
14 Q. Are you compensated for those?
15 A. No.
16 Q. Just, we'll get into this in a little
17 more detail, but does the NRA pay for any of your
18 personal expenses?
19 A. No.
20 MR. COLLINS: Objection. Ambiguous, but
21 you can answer if you can.
22 A. No, with the exception of the fact that
23 I am required at all times by NRA to travel
24 private for security reasons.
25 Q. But you would consider that a business

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1 expense imposed by the NRA.
2 A. NRA requires me, for security reasons,
3 to travel at all times private.
4 Q. And where is that -- when you say the
5 NRA, who in the NRA has imposed that requirement
6 on you?
7 A. Our security director.
8 Q. Who would that be?
9 A. Jim Staples.
10 Q. And does that require Board approval? I
11 would assume that traveling that way is more
12 expensive than maybe traveling just by commercial
13 airline.
14 A. Unfortunately, yes.
15 Q. Does that expense have to be approved by
16 the Board as well?
17 A. The Board is completely aware of it and,
18 yes. They're aware of it.
19 Q. But other than that, and outside of
20 that, there are no personal expenses that you're
21 aware of that are reimbursed or paid for by the
22 NRA?
23 A. That's correct.
24 MR. COLLINS: Objection. You can
25 answer.

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1 MR. SCHERTLER: Did you have an
 2 objection, Mike?
 3 MR. COLLINS: My objection is -- I don't
 4 want to coach the witness, but are we talking
 5 about if he goes out to lunch and they reimburse
 6 him for the lunch, those type of things? I don't
 7 know what level we're talking about or the
 8 particulars we're talking about. So it seems a
 9 little ambiguous.
 10 Q. I don't know how better to describe it,
 11 but some things we do in life are connected with
 12 our business, and if you go out to lunch with
 13 other people that have an affiliation with the NRA
 14 or that might be for a business purpose -- I think
 15 the IRS has definitions about all of this. But if
 16 you took your wife out to dinner at night, that
 17 would be considered probably a personal expense.
 18 A. Right.
 19 Q. If you traveled to a Caribbean island
 20 for a vacation and you weren't working, that would
 21 be considered a personal expense, I would say.
 22 A. No.
 23 MR. COLLINS: Objection. Calls for a
 24 legal conclusion.
 25 Q. Just, in your mind, you have to make

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1 some decisions about what's personal.
 2 A. No, NRA -- I said very clearly, NRA
 3 requires me, at all times, whether it's personal
 4 or business, to travel private.
 5 Q. Okay. So let me just make sure I
 6 understand. So, the NRA has a requirement that
 7 whenever you travel, you have to travel a certain
 8 way for security reasons, correct?
 9 A. Correct.
 10 Q. And let's just talk -- I mean, there are
 11 different modes of travel, but if we were talking
 12 about airplanes, flights from one place to
 13 another, what would that mean? How would you have
 14 to travel in order to be secure as required by the
 15 NRA? Are we just talking a private jet?
 16 A. A private -- private aircraft, if I'm
 17 traveling by aircraft, as opposed to commercial
 18 aircraft.
 19 Q. Okay. So, in other words -- and forgive
 20 me if I'm trying to understand this and I'm not
 21 getting it -- but let's say you and your wife
 22 decided to take a week's vacation on a Caribbean
 23 island -- something we all like to do from time to
 24 time -- and this wasn't really work related.
 25 You're not going to have a lot of work meetings.

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1 That trip, at least the airfare, would be done by
 2 a private jet because that's the NRA requirement?
 3 A. NRA --
 4 MR. COLLINS: Objection to the use of
 5 work related, but go ahead, please.
 6 A. NRA would require me to travel private.
 7 Q. Even though it's for a personal
 8 vacation.
 9 A. Correct.
 10 Q. Would the NRA pay for it?
 11 A. If --
 12 Q. Go ahead.
 13 A. Yes, the NRA would pay for it.
 14 Q. So the NRA would pay for that travel?
 15 A. Correct.
 16 Q. Is that considered a personal expense
 17 that is attributable to your taxable income, let's
 18 say?
 19 MR. COLLINS: Objection. Calls for a
 20 legal conclusion. If you're able to answer it,
 21 you can go ahead, but ...
 22 A. I am not an expert in that area. The
 23 lawyers in the treasurer's office and the accounts
 24 would have to answer that. All I know is that,
 25 not by my own doing but by the requirements of my

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1 job and what -- the history of what has happened
 2 to me personally, NRA requires me to travel
 3 private.
 4 Q. Okay. So, look, I understand the travel
 5 part of it that you've explained. Let me just
 6 take it a little further. So, if you travel to a
 7 location for a personal vacation and the NRA is
 8 paying your airfare through a private jet for the
 9 security reasons you've identified, what about
 10 lodging? Let's say you stay at a nice hotel in a
 11 Caribbean island. Is that an expense that's paid
 12 by the NRA, or do you pay that yourself?
 13 A. If I was going on a nonbusiness vacation
 14 somewhere that wasn't related to being within NRA
 15 business, I would pick it up.
 16 Q. So you would pay that lodging or meal
 17 expenses once you arrive at the location.
 18 MR. COLLINS: Objection as far as when
 19 he would actually pay it.
 20 MR. SCHERTLER: I'm sorry?
 21 MR. COLLINS: Objection as far as when
 22 he would pay it. I don't know if it's actually
 23 when he got to the lodge or whether prepaid on a
 24 credit card, so just trying to be precise.
 25 A. If it was not related in any way to NRA

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1 business, I would -- I would pay that personally.
 2 Q. Okay. Let me just ask you, over the --
 3 let's say over the last -- we're in 2019 here --
 4 2017, 2018, have you taken personal vacations
 5 where you have paid for the lodging and meals,
 6 other accoutrements to vacation?
 7 A. I have.
 8 Q. Personally, from your personal income?
 9 A. I have.
 10 Q. Any examples that you might be able to
 11 give us?
 12 MR. COLLINS: I'm going to object.
 13 Again, I think we're getting far afield from what
 14 these lawsuits are about, including your
 15 counterclaims as they exist today. You can answer
 16 maybe one more -- one more, up to a couple more
 17 questions about this topic, but otherwise we don't
 18 see any relevancy.
 19 A. Sure, my wife and I went to the
 20 Broadmoor for Christmas and I paid for it.
 21 Q. I'm sorry?
 22 A. Broadmoor Hotel.
 23 Q. Where is that?
 24 A. Colorado.
 25 Q. But traveled by plane.

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1 A. Correct.
 2 Q. As I understand it, the NRA is engaged
 3 in sponsoring certain products that it either
 4 endorses or assists with in marketing. Are you
 5 familiar with that?
 6 A. NRA does have affinity programs and
 7 they -- they do -- they have affinity
 8 relationships with various partners.
 9 Q. And, so, if I'm correct, that affinity
 10 relationship would involve somebody who markets a
 11 certain product -- I'm spit-balling here --
 12 binoculars, that might be used for hunting and the
 13 NRA might develop -- have an affiliation with the
 14 producer and marketer of those binoculars so that
 15 they're somehow endorsed by the NRA, is that -- is
 16 that the type of --
 17 A. I --
 18 MR. COLLINS: I'm going to object.
 19 Let's let him finish first and give me an
 20 opportunity to object. Again, I think we're
 21 getting far afield, but you can answer that one,
 22 if you can.
 23 A. NRA has relationships -- it has an
 24 actual committee of people that look at those
 25 types of decisions and make a judgment as to

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1 whether it's wise or unwise for NRA to engage in
 2 an affinity relationship with that partner. And
 3 NRA does have affinity partners. It's primarily
 4 managed under the treasurer's office.
 5 Q. Can you give me an example, if you have
 6 one off the top of your head.
 7 A. I think they have -- I think NRA has,
 8 under the treasurer's office, set up a wine club,
 9 for example. They also have an affinity credit
 10 card.
 11 Q. I see.
 12 A. They have -- things like that.
 13 Q. Have you or -- if I could extend this to
 14 your wife as well, do you have any investments in
 15 any of those companies --
 16 A. I don't.
 17 Q. -- that market or have those affinity
 18 agreements?
 19 A. I don't.
 20 Q. So let me go into your role as the
 21 executive vice president for the NRA. I know it's
 22 been a long tenure. What -- can you just
 23 describe, to the best of your ability, what are
 24 your responsibilities as EVP?
 25 A. You know, the thing that -- the thing

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1 that I honestly have spent most of my time on are
 2 -- are -- it's managing the association, but the
 3 majority of my time is consumed by public
 4 advocacy, you know, messaging, fundraising,
 5 building networks, building relationships with
 6 donors, building relationships with celebrities,
 7 outreach across the association to all Americans,
 8 spokesperson. NRA is a -- is a -- is the foremost
 9 Second Amendment advocacy group in the United
 10 States, and representing millions of Americans,
 11 and my -- that's -- that's what consumes a lot --
 12 a lot of my time, is that advocacy, the messaging,
 13 the public relations, but also all the networking,
 14 the donor responsibilities, the building the
 15 networks, building -- NRA, it was built brick by
 16 brick from the ground up by networks that we
 17 largely created of people that believed in their
 18 freedom and believed in their Second Amendment.
 19 Q. So, I think I have a sense of the -- so,
 20 is it fair to say that a lot of your day-to-day
 21 work is involved in sending out this message and
 22 meeting with people and developing relationships,
 23 advocating for the NRA?
 24 A. Correct.
 25 Q. I know the ILA has a specific lobbying

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1 purpose, but do you interact with members of
2 Congress or other legislatures with respect to
3 Second Amendment issues?
4 A. From time to time.
5 Q. And, as I understand it, the NRA has --
6 is it one annual convention in some city
7 throughout the country?
8 A. That's correct.
9 Q. This is a fairly major event. Is that
10 fair to say?
11 A. It is. We've been able to build it up
12 to the point where it typically runs in the range
13 of somewhere between 70- and 85,000 people.
14 Q. And I think the last one that I'm aware
15 of was in Indianapolis back in April of this year?
16 A. That's correct.
17 Q. In which both the President and Vice
18 President made appearances and spoke to the
19 membership.
20 A. That's correct.
21 Q. Are you essentially the lead person in
22 the representation of the NRA at those functions,
23 at that event?
24 MR. COLLINS: Objection. Ambiguous, but
25 ...

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1 A. I am the executive vice president of the
2 NRA, but there are -- I am one of the lead persons
3 at that event, yes.
4 Q. Who would be the other lead persons that
5 would speak to the membership?
6 A. The ILA director has a significant role
7 in it. The general operations director has a
8 significant role in it. The members of our Board.
9 Q. The president?
10 A. Officers.
11 Q. The president?
12 A. The president, yes.
13 Q. So let me ask you this, who are -- could
14 I ask you to identify for us the people that would
15 be part of your immediate support staff, the
16 people that report directly to you within the NRA?
17 A. The people that report directly to me
18 within the NRA would be the general counsel's
19 office, the membership director, the GO director,
20 the advancement director, the publications
21 director. The treasurer is elected independently
22 by the Board. Those would be the key ones.
23 Q. And would you consider those members of
24 your executive team?
25 A. Yes, I would. Josh Powell, chief of

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1 staff, also.
2 Q. Do you have regular meetings with your
3 executive staff?
4 A. Yes, from time to time.
5 Q. Do those meetings take -- typically take
6 place here in -- your headquarters in Fairfax,
7 Virginia?
8 A. Yeah, I do a lot of individual meetings,
9 too, with those folks as individuals. I probably
10 do more individual meetings -- lately, I've been
11 doing more team meetings with the executive staff,
12 but I -- I do an awful lot of individual meetings.
13 Q. With people on your executive staff.
14 A. Correct.
15 Q. Do you have a personal assistant that
16 handles scheduling or other administrative matters
17 for you?
18 A. You know, I have three or four people
19 that work on that.
20 Q. Who would those people be?
21 A. Well, one would be Vanessa Shahidi, an
22 Unda Fisher, and a Millie Hallow. I guess those
23 would be the primary -- primary three. Patty
24 Steinmetz.
25 Q. Okay.

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1 In the course of -- so, typically, your
2 typical day would include any number of meetings,
3 sometimes individually, sometimes with a team,
4 correct?
5 A. Correct.
6 Q. I assume that your typical day would
7 also involve phone conversations with all kinds of
8 people, both within the NRA and outside the NRA.
9 A. That's correct.
10 Q. And probably meetings with people
11 outside the NRA as well. You talked about --
12 A. Correct.
13 Q. -- fundraising, getting the message out.
14 A. Correct.
15 Q. Do you also interact with people that
16 provide services for the NRA, like vendors?
17 A. I interact with some vendors, not all
18 vendors.
19 Q. So would -- would your interaction be
20 with what you might be considered the major, more
21 significant vendors to the NRA?
22 A. It would be with the major vendors that
23 work in a -- in a scope of work that directly
24 impacts the area that I work on most of the time,
25 which could be the branding, the imaging, the

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1 messaging, the fundraising, the -- and the donor
2 relationships, the celebrity relationships, all of
3 that.
4 Q. Sure.
5 A. For example, I don't spend time with
6 whoever the affinity bank is that NRA has.
7 Q. Right. You're not spending time with
8 people that are providing copy machines to the --
9 A. Correct, correct.
10 Q. Let me kind of talk a little bit about
11 that. So let me focus on Ackerman McQueen. You
12 have -- the NRA has had, up until recently, a very
13 long-standing relationship with the -- with
14 Ackerman McQueen. Is that fair to say?
15 A. That's correct.
16 Q. And I think that -- did that
17 relationship between Ackerman McQueen and the NRA
18 actually precede you becoming the executive vice
19 president?
20 A. It did.
21 Q. So they were already on board when you
22 became the executive vice president.
23 A. They were.
24 Q. And is it fair to say that for most of
25 the time that this relationship existed, back into

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1 the 1990s or '80s, up until recently when it was
2 terminated, was the principal contact at Ackerman
3 McQueen Angus McQueen?
4 A. Yes, I think it would be, in terms of my
5 principal contact, it would be Angus. I think our
6 treasurer would probably have a different answer
7 as to who he interacted with.
8 Q. Understood. So there might be different
9 folks at different levels at the NRA that
10 interacted with their counterparts.
11 A. Correct.
12 Q. But Angus would have been your
13 counterpart.
14 A. Correct.
15 Q. How long did you know -- obviously,
16 Mr. McQueen passed away this summer.
17 A. Right.
18 Q. How long had you known him before that?
19 A. I think I met Angus probably -- it's
20 possible I shook his hand earlier. I don't think
21 I really got to know him until probably '84.
22 Q. That's going back a bit.
23 A. It sure is.
24 Q. What kind of relationship did you
25 develop with him?

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1 MR. COLLINS: Objection. Vague and
2 ambiguous. But go ahead, if you can.
3 A. I think a business colleague
4 relationship -- relationship.
5 Q. Did you -- one of the services I
6 understand Ackerman McQueen provided to the NRA
7 was assistance in getting messages out or public
8 relations. Is that fair to say?
9 A. That's correct.
10 Q. And I think, based on the pleadings that
11 I've read, there was -- actually, the NRA believed
12 that Ackerman McQueen assisted them and helped get
13 them through a number of difficult times for the
14 NRA. Would that be fair to say?
15 MR. COLLINS: Objection. Those
16 documents speak for themselves, but ...
17 A. I think -- I think Ackerman McQueen and
18 Angus, for years, did outstanding work for the NRA
19 in the branding, imaging, crisis management area.
20 Q. Did you come to rely personally on the
21 advice and counsel of Angus McQueen, especially
22 during some of these crisis management issues?
23 A. I would -- I would always consult Angus
24 and I would -- I would listen to his advice. I
25 would rely on it. We wouldn't always agree, but I

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1 always respected his opinion and I always sought
2 it out. As I said, I think he was one of the
3 better crisis management business people in the
4 United States.
5 Q. Over the -- I mean, we're talking about
6 over a course of a long time, and I recognize
7 that, but over that period of time -- and I
8 understand that things can -- changed here in the
9 last six months or even the last year, but
10 throughout 19 -- you know, when you became
11 executive vice president in '91, let's say just up
12 through 2017 or 2018, before the current breakup,
13 did you regard the services that were provided to
14 the NRA by Ackerman McQueen as valuable and
15 significant services?
16 MR. COLLINS: Objection. I'm going to
17 object to the use of the terms "may the last six
18 months or year" and also ambiguity as far as value
19 to the services, but you may answer.
20 A. I think NRA worked on all kinds -- kinds
21 of -- and Ackerman McQueen created based on a
22 mutual input cooperation in terms of working
23 together on the product. Ackerman McQueen created
24 a lot of outstanding campaigns for the NRA going
25 -- whether it was inserts in the magazines,

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1 whether it was programs like Stand and Fight, All
 2 In, Good Guy campaign, Freedom Safest Place
 3 campaign. Ackerman McQueen created many
 4 outstanding branding and imaging programs for the
 5 National Rifle Association.
 6 Q. That you believe were valuable to the
 7 mission of the NRA.
 8 A. I know they were valuable.
 9 Q. And the -- up through, let's say, when
 10 you became executive vice president in '91 -- and,
 11 again, I recognize that these lawsuits indicate a
 12 change in, at least, the 2018 time period -- but
 13 up until 2018, do you ever recall any issues being
 14 raised about the money that Ackerman McQueen was
 15 charging the NRA for providing these various
 16 services that you've described?
 17 MR. COLLINS: Objection. The papers in
 18 the lawsuits speak for themselves, but if you have
 19 an answer, you're welcome.
 20 A. My -- my area was in the imaging and the
 21 branding and the marketing and the messaging and
 22 all of that. And I think they were outstanding
 23 campaigns that delivered a -- the desired purpose
 24 for the National Rifle Association, and while I do
 25 not control the treasurer's office and the

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1 treasurer's office deals independently on money,
 2 I'm sure there were people that didn't like what
 3 the NRA was paying. I thought that we were paying
 4 for a valuable service and getting a valuable
 5 product.
 6 Q. So you had no issues with the money that
 7 was being paid to Ackerman McQueen.
 8 MR. COLLINS: Objection as far as time
 9 frames.
 10 A. Not on those campaigns I didn't.
 11 Q. So let me just switch gears briefly
 12 to --
 13 MR. COLLINS: If we're going to switch,
 14 can we take a little break? If we're switching
 15 gears.
 16 MR. SCHERTLER: No, of course. Of
 17 course.
 18 MR. COLLINS: Thank you.
 19 BY MR. SCHERTLER:
 20 Q. Mr. LaPierre, at any point you need
 21 coffee or anything that --
 22 A. Thanks.
 23 Q. -- just let us know.
 24 A. Thanks.
 25 Q. We really appreciate your accommodation.

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1 A. That's fine.
 2 THE VIDEOGRAPHER: Going off the record.
 3 The time is 11:10.
 4 (A brief recess was taken.)
 5 THE VIDEOGRAPHER: We're going back on
 6 the record. The time is 11:24.
 7 BY MR. SCHERTLER:
 8 Q. Thank you. We'll resume the deposition,
 9 Mr. LaPierre.
 10 I want to go back. This is the curse of
 11 a lawyer. Every time we take a break, then you
 12 think of a few more things.
 13 Did you -- for the almost 30 years that
 14 you were working with Ackerman McQueen, did you
 15 regard Angus McQueen as a friend?
 16 MR. COLLINS: Objection. Go ahead.
 17 A. You know, with Angus, I always knew it
 18 was business. I regarded him as a colleague, but
 19 I always knew with Angus it was business.
 20 Q. Did you ever -- strange question, but
 21 did you ever refer to him as Yoda? Do you recall
 22 using that term?
 23 A. Yes, I did.
 24 Q. What was that meant to impart?
 25 A. That I thought that --

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1 Q. That's the Star Wars character, right?
 2 A. That's correct.
 3 Q. The little guy?
 4 A. I thought that from a branding and
 5 imaging and crisis management skill, I thought
 6 that he had a certain amount of exceptional,
 7 unique, genius quality.
 8 Q. That -- that benefited both you and the
 9 NRA --
 10 MR. COLLINS: Objection.
 11 Q. -- over the period of time that he was
 12 providing services?
 13 MR. COLLINS: Objection about benefiting
 14 himself.
 15 A. That talent had -- had great benefit to
 16 the -- to the NRA and in -- it certainly helped me
 17 in my -- in the undertaking of my duties for the
 18 NRA.
 19 Q. Could you describe that in a little more
 20 detail, if you would, just exactly what he would
 21 do that would help you do your job as the leader
 22 of the NRA?
 23 A. Well, I was, during most of my time, the
 24 primary spokesperson, national spokesperson for
 25 the National Rifle Association, and I would have

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1 -- after -- after whatever the crisis was that NRA
2 was dealing with, we would -- we would -- we would
3 talk, and I was often doing national television
4 appearances, hundreds of them. We would -- we
5 would consult and go back and forth and game
6 strategies. And I would -- as I said, I mean, we
7 didn't always agree, but I always respected his
8 opinion and felt he was one of the most gifted
9 people in the country in that area.
10 Q. And that's providing -- is it fair to
11 say in terms of that kind of advice and counsel
12 strategy, that's an intangible benefit to the NRA?
13 A. It's a great benefit to the NRA.
14 Q. So let me switch gears a little bit.
15 Obviously, I don't know your day-to-day
16 regime, but I think we talked about the many
17 meetings that you have internally, externally, the
18 public appearances that you make, the
19 conversations that you probably have with donors,
20 with other people that have connections with the
21 NRA. Do you -- in the course of your meetings or
22 in the course of your phone conferences, do you
23 have any mechanism or process that you -- you've
24 come to use to memorialize what's being said or
25 take notes of what's being said?

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1 A. A lot of times I take notes on yellow
2 pads of -- if it involves media, if it involves
3 sound bites, if it involves particularly
4 messaging, things like that.
5 Q. Do you -- do you do this in shorthand or
6 do you write out words? How do you -- all of us
7 have a different kind of style.
8 A. It's kind of my own shorthand. It's
9 hard to read if you're not me, but I can read it.
10 Q. Okay. And the -- have you been doing
11 this through the course of years in terms of
12 making notes on pads?
13 A. I have.
14 Q. Do you preserve or keep those notepads?
15 A. I keep -- I've kept a lot of ones that
16 involve media -- media appearances and public
17 relations, media sound bites and talking points.
18 Q. Where do you keep those?
19 A. Well, I used to keep them in my house.
20 They all have since been turned over as part of
21 the discovery process to the attorneys, and
22 they're all with the attorneys now.
23 Q. Okay. Now, are these -- how would you
24 -- how would you quantify it for us? Are these
25 many boxes of notepads that you've now turned over

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1 to the attorneys?
2 A. Correct.
3 Q. During the course of this, I mean, have
4 there been any notepads or memorialization that
5 you would typically destroy or not preserve?
6 A. If it was stuff that I didn't feel was
7 relevant to any future purpose that I just
8 scribbled down something, in the course of the
9 day, I would throw it away; but if it was
10 something that I felt had a future use in terms of
11 whether it's speeches, whether it's points I
12 wanted to make with donors, whether it's media
13 appearances or -- I would tend to keep those.
14 Q. What about conversations? If I
15 typically have a conversation, I would like to
16 take a note about it just so I have a record of
17 what I told that person or that person told me.
18 Do you memorialize those kinds of
19 conferences just to make sure that, you know,
20 there's a clearer record of what was said?
21 A. Sometimes.
22 Q. And would those be included in the
23 notepads that you've turned over to the lawyers?
24 A. They would have. I've turned over
25 virtually everything I had. In fact, everything I

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1 have, I have turned over.
2 Q. In that process, again, forgive me for
3 asking this, but you wouldn't have destroyed or --
4 A. I did not destroy anything.
5 Q. So, if I understand the purpose of
6 providing them was -- to your attorneys was so
7 that in the process of discovery your attorneys
8 can figure out what would be responsive or
9 necessary for them to turn over to --
10 A. We were given notice -- oh, gosh, well
11 over a year ago now, probably sometime going back
12 to early 1918 -- sometime early in 1918, not to
13 destroy any documents.
14 Q. So we're talking about 2018. I know
15 that --
16 A. 1918. Yes, 2018.
17 Q. I know we go way back. None of us are
18 that old.
19 A. 2018.
20 Q. So would that -- what we call kind of
21 preservation notice?
22 A. Our legal -- our general counsel sent
23 out a preservation notice saying, do not destroy
24 any documents.
25 Q. Do you know what the connection that

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1 preservation notice was sent out? Was there a
2 specific investigation or subpoena that the NRA
3 had received that required that kind of notice?
4 A. I think it was --
5 MR. COLLINS: Don't speculate. If you
6 know, tell him. Don't speculate about whether --
7 you know what --
8 A. Then you need to talk to our general
9 counsel.
10 Q. Understood. If you don't know, then
11 I --
12 A. I just know we got the notice.
13 Q. Okay. At that point, you adhered to the
14 notice and preserved everything that you had.
15 A. I did. I did.
16 Q. Especially, you know, those who have
17 been around a little bit, we all have different
18 habits, do you communicate by way of email?
19 A. I don't.
20 Q. And is there a reason for that?
21 A. I'm an old guy.
22 Q. Okay. Do you have an email account?
23 A. I do have an email account.
24 Q. Okay. We have seen, I think, at least
25 one email -- I'll be able to show it to you --

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1 that looks like it came from your account. So
2 would there be occasions on which you would send
3 an email or someone would send an email from your
4 account?
5 A. I probably didn't send it. It's
6 possible that maybe my wife sent something or
7 possibly my assistant, but probably -- probably my
8 wife would have answered somebody back.
9 MR. SCHERTLER: Could I ask, can you
10 find just that one email that we were -- we wanted
11 to show Mr. LaPierre.
12 MR. GONZALEZ: It's Exhibit 57.
13 MR. SCHERTLER: Yes, I think that's
14 probably it.
15 So I'm going -- we already have it
16 marked, Madam Court Reporter, as LaPierre
17 Deposition Exhibit 57.
18 (Exhibit 57 was marked for identification
19 and attached to the deposition transcript.)
20 BY MR. SCHERTLER:
21 Q. Mr. LaPierre, what I'll do with these
22 documents, we're going to look at a few.
23 A. Right.
24 Q. I'm going to give you the original, and
25 I'll assume that the court reporter will keep

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1 that. And then we've made several copies.
2 MR. SCHERTLER: Would two copies be
3 sufficient for you?
4 MR. COLLINS: If you have a third, but
5 ...
6 MR. SCHERTLER: We have a third.
7 MR. COLLINS: That would be great.
8 MR. SCHERTLER: I have one for Josh and
9 then we have one.
10 MR. COLLINS: Just so I understand, are
11 we going sequentially by witnesses? Or is it
12 randomly 57? There's no problem. I'm just
13 wondering --
14 MR. SCHERTLER: There's no method to my
15 madness. I wish there were.
16 BY MR. SCHERTLER:
17 Q. So just, if I could ask you first to
18 take a look at this. With every document I want
19 to give you a chance to read it --
20 A. That's what I was doing.
21 Q. -- before I ask you any questions about
22 it.
23 MR. COLLINS: Just for the record, I'm
24 going to object to the extent this has nothing to
25 do with the litigation yet. I don't see a Bates

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1 number. Maybe it was produced, but if it was, I
2 object on that grounds to use in today's
3 deposition.
4 MR. SCHERTLER: Joseph tells me it has
5 been produced.
6 MR. COX: I don't know. It just doesn't
7 have a Bates number on it --
8 MR. COLLINS: I am not disputing it.
9 MR. COX: -- so that's why we're
10 wondering.
11 MR. COLLINS: I'm not disputing that. I
12 just don't know from the document.
13 A. I'm aware -- I'm aware of this. It was
14 not sent out by my wife. It was sent out by
15 Andrew Arulanandam.
16 Q. So I may -- so, just for the record,
17 this document seems to show, at the bottom half,
18 it's an email that comes from your email account
19 to Melanie Montgomery, copied to Andrew.
20 A. Right.
21 Q. So, your -- if I'm reading you
22 correctly, this -- Andrew would have sent this
23 under your email account. This would not come
24 from you.
25 A. Andrew -- Andrew sent this under my

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1 email account. I was aware that we were sending
2 it.
3 Q. Okay.
4 A. And I was aware of what was in it.
5 Q. So you approved him sending this --
6 A. I did.
7 Q. -- by way of your email account.
8 A. I did.
9 Q. Does this go to your point that you
10 never actually sit down and type an email
11 yourself?
12 A. Yes, I never do.
13 Q. Do you -- do you correspond with people
14 through like written memos at all, notes?
15 A. No, not much.
16 Q. Sticky note?
17 A. I'm a phone guy, to tell you the honest
18 truth. The old-fashioned way.
19 MR. COLLINS: I apologize, sometimes he
20 will start his question, pause a little bit, and
21 then go on, so just whatever -- take your time so
22 he can finish.
23 Q. I thought that was just fine. That was
24 what I was looking for.
25 A. No, I really am. I don't do a lot of

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1 memos. I'm a -- I'm an old-fashioned phone guy.
2 Q. So, really, what you -- if I understand
3 this correctly, then, any recordings of meetings
4 or conversations that you thought were important
5 enough to write down would be in those notepads
6 that you've turned over to your attorneys?
7 A. They would.
8 Q. Just briefly -- I think you said some of
9 this already, and I won't belabor it, but the
10 National Rifle Association is headquartered here
11 in Fairfax, Virginia, correct?
12 A. Correct.
13 Q. But it is registered in the State of New
14 York as a 501(c)(4) organization; is that right?
15 A. That's -- that's correct. To the best
16 of my knowledge, that's correct.
17 Q. Does that registration harken back to
18 the 1870s when the organization was first created?
19 A. It does.
20 MR. COLLINS: Objection. To your
21 personal knowledge, if you know.
22 A. I -- it does go back to the 1870s.
23 Q. And 501 -- I'm asking for your
24 understanding, obviously, recognizing you're not
25 an expert in tax law, but a 501(c)(4) is

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1 considered a non-for-profit entity. Is that your
2 understanding?
3 MR. COLLINS: Object. Addressing for
4 his understanding, otherwise I object as a legal
5 conclusion, anything outside of that.
6 A. It is my understanding that's correct.
7 Q. Is it also your understanding that as a
8 consequence of that non-for-profit status, that it
9 -- the NRA qualifies as a tax-exempt organization?
10 MR. COLLINS: If you know.
11 A. It is my understanding that that's
12 accurate.
13 Q. So that the NRA as an organization
14 doesn't have to pay federal or state taxes?
15 MR. COLLINS: Objection, again, if you
16 know.
17 A. I'm not the expert, but I believe that's
18 correct.
19 Q. And, then, are you -- is it your
20 understanding or are you aware of the fact that
21 there are certain rules or regulations under New
22 York State law that the NRA must follow in order
23 to maintain its status as a 501(c)(4)
24 organization?
25 MR. COLLINS: I'm going to object as not

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1 having any relevancy to this lawsuit and, two,
2 again, if you know, since you're not a lawyer.
3 Q. Just -- what -- I'm really looking for
4 your understanding. I'm not looking for a legal
5 treatise on this.
6 A. I'm not an expert on New York
7 non-for-profit law. I know the NRA is chartered
8 in New York as a -- as a non-for-profit 501(c)(3)
9 -- 501(c)(4), I believe.
10 Q. Okay. But are you aware of any rules
11 that the 501(c)(4) has to comply with in order to
12 maintain that status?
13 A. You know, I'm really not the expert in
14 the -- in -- it has to abide by the 501(c)(3) and
15 (c)(4) laws of the state. I -- I'm not an expert
16 on that area.
17 Q. You wouldn't know exactly what those
18 requirements are. Is that fair to say?
19 A. I -- I'm not the expert. That's
20 correct.
21 Q. Fair enough.
22 The ILA is actually part of the NRA. Is
23 that fair to say?
24 A. That's correct.
25 Q. But the IRA -- the ILA is not considered

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1 a 501(c)(4).
2 MR. COLLINS: If --
3 A. ILA is considered a 501(c)(4) as far as
4 I know and it also -- as far as I know.
5 Q. It's -- is it your understanding the ILA
6 is allowed, though, to participate in certain
7 political activities that the NRA itself could
8 not?
9 MR. COLLINS: Objection. Again, don't
10 speculate. Only from your personal knowledge, if
11 you know.
12 A. The ILA has a political action
13 committee, which is allowed to participate in
14 certain political activities which NRA would not
15 be able to.
16 Q. And is it your understanding that the
17 political action committee has to file separate
18 registrations with the Federal Election
19 Commission?
20 MR. COLLINS: I'm going to object. I
21 think this is far afield from what these lawsuits
22 are about, including the counterclaims, and also,
23 do not speculate as to what the answer is, yes or
24 no.
25 Q. So we have --

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1 A. Yes is the answer. They have to file
2 separate.
3 Q. So --
4 MR. SCHERTLER: Look, the speculation is
5 agreed upon by both parties.
6 Q. Chris Cox had been executive director of
7 the ILA from 2002 until this year. Is that
8 correct?
9 A. That's correct.
10 Q. Why did Mr. Cox leave the ILA?
11 MR. COLLINS: I'm going to object as
12 being outside the scope of the issues in this
13 litigation, including the counterclaims asserted
14 by the defendants.
15 MR. SCHERTLER: So, I disagree just in
16 the sense, Mike, that I think that there has been,
17 in the pleadings you have filed, issues related to
18 a coup attempt. Obviously, we'll talk more about
19 that, but I think this bears on that.
20 MR. COLLINS: Okay.
21 BY MR. SCHERTLER:
22 Q. Can you tell us, to your understanding,
23 as to why Mr. Cox left the ILA?
24 A. I reappointed Mr. Cox at the national
25 convention in Indianapolis. After that, it became

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1 clear, memos or information came out from an NRA
2 Board member, Dan Boren, in emails talking about
3 a -- to use your word, coup attempt or whatever,
4 and with -- there seemed to be some level of
5 involvement from Chris Cox, and he was put on
6 administrative leave pending an investigation of
7 that -- that matter -- administrative leave with
8 pay pending an investigation of that matter. I
9 believe at some point after that, Chris sent in
10 his resignation.
11 Q. Do you know exactly what it was that --
12 what evidence existed that you're aware of that
13 pointed to Mr. Cox's involvement in -- forgive me,
14 but for lack of a better word, the coup attempt?
15 MR. COLLINS: I'm going to object to the
16 use of the word "coup." Secondly is --
17 MR. SCHERTLER: Do you have another word
18 you would like me to use? I'm happy to --
19 MR. COLLINS: No, I'll object to the use
20 of the word "coup," but that's the word you used.
21 Two is do not, as part of your answer,
22 reveal any communications you had with your
23 attorneys. If you can answer it without referring
24 to the conversations or other communications with
25 your attorneys, you may do so.

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1 A. What was the question again?
2 Q. Are you -- are you aware of some text or
3 email evidence that involved Chris Cox that
4 revealed some involvement in this coup attempt?
5 MR. COLLINS: And like I say -- if you
6 want me to give you a word, how about using
7 extortion instead of coup.
8 MR. SCHERTLER: Okay.
9 THE WITNESS: Well, I don't know whether
10 I can answer that given what you've said, Michael,
11 because how I became aware of what I'm aware of
12 was through the attorneys.
13 MR. COLLINS: Okay. I think you can
14 answer -- what was the question again? Can you
15 repeat the question, please?
16 Q. Are you aware of any evidence --
17 MR. COLLINS: You can answer that yes or
18 no.
19 A. Yes.
20 Q. And without revealing what your
21 attorneys might have said, can you tell us what
22 kind of information it is that you became aware
23 of?
24 MR. COLLINS: And if you learned what
25 information you're aware of only through counsel,

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1 I instruct you not to answer.
2 MR. DICKIESON: I object. If he has
3 facts, those facts are not privileged and that's
4 what the suit is based on, so I think he's got to
5 answer.
6 MR. COLLINS: And are we agreeing that
7 we can have more than one person be involved?
8 MR. DICKIESON: I'm representing Mercury
9 Group. I made that clear.
10 MR. COLLINS: Again, our position is if
11 you learned -- if the only way you know about it
12 is through conversations with counsel, we're going
13 to instruct you not to answer.
14 THE WITNESS: That's how I know about
15 it.
16 Q. We may disagree, but if you're
17 instructed by your lawyer not to answer based on
18 privilege, then we would expect that you would
19 respect that. Okay?
20 A. Okay.
21 Q. So, let me switch gears then a little
22 bit. The -- at the same time, was the person who
23 reported to Chris Cox at the ILA -- forgive me, I
24 can't recall his name -- but did he also leave the
25 ILA? I believe he was either chief of staff to

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1 Chris Cox?
2 A. Yes, Scott Christman.
3 Q. Correct.
4 A. Was put on and -- yes.
5 Q. And did he resign or was he forced to
6 leave?
7 A. I don't -- I don't believe he resigned.
8 I think Scott was put on leave and I --
9 MR. COLLINS: Don't speculate. If you
10 know, good.
11 A. He was -- he was put -- he was put on
12 leave.
13 Q. Obviously, Mr. Cox had been head of the
14 ILA, I think if I read Wikipedia correctly, from
15 2002. So for many years you had worked closely
16 with him.
17 A. I had.
18 Q. Throughout that period of time, did you
19 have a good relationship and trusting relationship
20 with him?
21 A. We had a -- we had a -- we had a -- I
22 respected Chris' judgment and I respected the work
23 that he was doing on the Hill.
24 Q. Would you describe it as a personal
25 relationship at all?

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1 A. In some ways.
2 Q. Did it surprise you -- without going
3 into what information that the lawyers gave you,
4 did it surprise you when you learned that
5 information from the lawyers that led to Mr. Cox
6 being put on suspension?
7 A. It did.
8 Q. Did you ever have a chance to talk to
9 him about it?
10 A. We talked. I don't think I ever talked
11 -- I have -- no, I have not talked to Chris since
12 I was -- received that information from the
13 lawyers. I talked to Chris after the Indianapolis
14 convention at -- several times, but not -- I have
15 not had a conversation with him after I received
16 that information from the lawyers. I did leave a
17 message on his phone saying I was sorry about the
18 -- about his brother passing away.
19 Q. Okay. What were the conversations that
20 you had with him before you learned of the
21 information but after the Indianapolis conference
22 that you just made a reference to?
23 A. Chris talked to me about his role going
24 forward, that he had some interest of him
25 appointing -- of me appointing him chief of staff.

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1 Q. For you?
2 A. For me. And that -- that he would be
3 able to work a lot of things out with people if he
4 were in that role.
5 Q. Did you consider that?
6 A. I listened to it. I don't -- I don't
7 know that I ever considered it something
8 realistic, but I -- we had a lunch and I -- I
9 listened to him in terms of his proposal.
10 Q. Who was your chief of staff at the time?
11 A. Josh Powell.
12 Q. Josh Powell continues to be your chief
13 of staff?
14 A. Correct.
15 Q. So, again, let me kind of move on to
16 another topic. Hopefully, if we move through
17 enough topics, we'll finish.
18 I want to ask you a little bit about the
19 NRA Board of Directors. As I understand it right
20 now, the NRA Board of Directors is -- consists of
21 76 members. Is that a correct number?
22 A. That's correct.
23 Q. How do you become a member -- a director
24 of the NRA?
25 A. You -- you run, and I think a third of

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1 them are elected each year, and the 76th member is
2 elected at the convention from the members in
3 attendance that have been members for over a
4 certain period of time. And then the NRA has a --
5 or two ways, NRA has a nominating committee
6 that -- made up of members of the Board of
7 Directors that nominates candidates that have
8 submitted their interest in being considered. And
9 then there's another process where if members
10 gather so many signatures on their own from NRA --
11 I think it has to be life members, but I'm not
12 sure -- they can run by petition, so you don't
13 have to be nominated by the nominating committee.
14 Q. I see. And, then, those people
15 nominated by petition or by committee would be up
16 for vote?
17 A. Vote by the membership -- by the
18 qualified voting membership of the NRA, which I
19 believe is comprised of life members of the
20 organization and five-year-consecutive members of
21 the organization.
22 Q. I see.
23 A. I think.
24 Q. These are people who actually have to
25 attend the annual meeting in order to be able to

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1 vote?
2 A. No, the ballot is sent out to all of
3 them in their magazines.
4 Q. I see.
5 And within the -- do you report to the
6 Board?
7 A. I do.
8 Q. What kind of issues are you required to
9 bring to the Board's attention?
10 A. I attend all kinds of various -- the
11 Board is kind of like a mini Congress, to tell you
12 the truth. I mean, there are 76 members and there
13 are --
14 Q. They can't get anything done? That was
15 a joke.
16 A. There are -- there are a lot of
17 committees. I don't know how many, but 15, 20
18 different committees of the Board. They divide up
19 the different areas of responsibility. I attend
20 many of those committees. And I work with the
21 Board on all kinds of issues.
22 Q. Are there regular meetings that you have
23 with either the Board itself or the committees
24 that comprise smaller subsets?
25 MR. COLLINS: Objection to the word

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1 "regular," but go ahead, please.
2 A. There are -- the committee meetings
3 would be called by the president, signed off on by
4 the president, and would be -- would be asked --
5 requested by the committee chairman. Most of the
6 time those are in relation -- at the same time of
7 the NRA Board meeting or the convention. There
8 are sometimes when a committee is called which is
9 not during those -- those times. It just depends
10 on whether the committee has something that they
11 think needs to be considered before the next
12 regularly scheduled Board meeting or the national
13 convention.
14 Q. Okay. Does the -- within the rules and
15 regulations that apply to the NRA and its
16 operation, are there specific matters that you
17 have to obtain Board approval in order to be able
18 to conduct those matters?
19 MR. COLLINS: Objection. Calls for a
20 legal conclusion, but you can answer if you -- if
21 you know -- whatever you know from your personal
22 knowledge.
23 Q. Let me just ask you this. I mean, are
24 there things that if you want to do it as the
25 executive director of the NRA, before you do it,

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1 you have to go to the Board and say will you
2 approve this?
3 MR. COLLINS: Same objection, but ...
4 A. I mean, ultimately, the Board controls
5 everything in the organization, ultimately. I
6 work for the Board. I'm an employee of the Board.
7 I know there are things, particularly with the
8 treasurer's office involving money, where if they
9 wanted to do something, they would have to go to
10 the Board. There are -- there are things
11 involving business relationships that they would
12 have to go to the Board on. There are things like
13 that.
14 Q. Let me -- let me kind of drill down a
15 little bit. Let's say contracts that the NRA is
16 going to enter into --
17 A. Yes, contracts over a certain amount
18 require Board signatures.
19 Q. Would that be the entire Board or is
20 that just a committee?
21 A. It would be -- I think it's -- I think
22 it's two officers, and I think it's -- I don't
23 remember if I -- I think it's two board officers,
24 and then I think it's another NRA in-house
25 officer. I'm not positive. That's what I think

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1 it is.
 2 Q. That's the approval you need in order --
 3 for a contract over a certain amount.
 4 A. (Nodding head.)
 5 Q. What amount? Do you know what the
 6 threshold is?
 7 MR. COLLINS: Objection. Don't
 8 speculate. If you know.
 9 THE WITNESS: Can I say if I'm pretty
 10 sure?
 11 MR. COLLINS: Well, if you have an
 12 answer.
 13 Q. So, I guess what I'd be asking, if you
 14 wanted to sign a contract with somebody, when
 15 would you believe the amount would require you to
 16 be --
 17 A. The -- the contracts would almost always
 18 come not from me but from our treasurer's office
 19 is where the contracts would come. That -- and
 20 they would be put forward by the treasurer's
 21 office. I'm pretty sure the amount is over
 22 100,000. That's what it is.
 23 Q. There's been a lot of press regarding
 24 the NRA recently. And in an article that came out
 25 just yesterday in the Wall Street Journal, there

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1 was a reference in this article. And I'm not
 2 alleging that whatever is in the press, because I
 3 know there are things the press says that they get
 4 wrong, but it says -- there's an allegation here
 5 that you had signed a ten-year contract in 2018
 6 with a person called Marion Hammer, a Florida gun
 7 lobbyist. Is that correct?
 8 A. That is correct.
 9 Q. And they describe it as a contract --
 10 the extension of a consulting agreement that would
 11 pay Ms. Hammer \$220,000 a year for ten years.
 12 Does that sound accurate to you?
 13 MR. COLLINS: Objection. Lack of any
 14 relevancy whatsoever to this lawsuit.
 15 Q. So I think what that means, you can
 16 answer. He's objecting for --
 17 A. I know I -- I believe I signed that
 18 contract. I know it went through the treasurer's
 19 office. The treasurer's office worked on it. I'm
 20 aware of that contract.
 21 Q. And the article seems to imply that that
 22 contract, when it was signed, did not have
 23 approval from the Board of Directors.
 24 MR. COLLINS: Objection. If you know
 25 about this issue. Two, I object because it has no

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1 relevancy whatsoever to this lawsuit that I can
 2 see and if there's -- even if it is relevant to
 3 this lawsuit, I'm certainly willing to listen, but
 4 I don't see it, and I think I'm going to instruct
 5 you not to answer as completely irrelevant.
 6 MR. SCHERTLER: So I would disagree
 7 because I think that you have placed in issue all
 8 kinds of expenses and how expenses were treated
 9 within the NRA, including expenses from Ackerman
 10 McQueen, but we would -- we would argue that how
 11 the NRA treated other expenses would either serve
 12 as a defense or as supporting evidence as to what
 13 you're claiming was wrong about what Ackerman
 14 McQueen did.
 15 MR. COLLINS: I'm still going to --
 16 MR. SCHERTLER: So are you going to
 17 instruct him not to answer that question?
 18 MR. COLLINS: Yes, on this particular
 19 subject, this particular contract, I'm going to
 20 instruct him not to answer. I don't think it has
 21 any relationship to what contracts may be at issue
 22 in the lawsuits that are pending in Virginia
 23 between the parties.
 24 BY MR. SCHERTLER:
 25 Q. Are you going to follow that advice?

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1 A. Well, I've been told to follow the
 2 advice of my attorneys, of the NRA attorneys.
 3 Q. All right. So let me just ask you one
 4 other question. We'll see if it meets with an
 5 objection.
 6 What the article says is that that
 7 contract that you signed with Ms. Hammer earlier
 8 in 2018 had to get retroactive approval by the
 9 Board at its September 2018 meeting. Are you
 10 aware of the fact that, in September 2018, the
 11 Board provided retroactive approval for the
 12 contract with Ms. Hammer?
 13 MR. COLLINS: Objection. Let me object
 14 again since it's on the same subject matter that
 15 I'm instructing you not to answer because it has
 16 no relevancy whatsoever to this lawsuit. I again
 17 instruct you not to answer that question.
 18 MR. SCHERTLER: So, look, obviously, I
 19 can't force you to answer, but I do think that
 20 this is an issue that we'll take up with the judge
 21 because, first of all, I don't think relevance
 22 objections give you the right to say the witness
 23 cannot answer. I think you can certainly make a
 24 relevance objection, but with -- my understanding
 25 of the rules is if it's a privilege issue, you can

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1 certainly instruct the witness not to answer, but
2 all the other issues, you don't have the right to
3 decide what the scope of relevance is.
4 MR. COLLINS: Sure, but our position is
5 if it's clearly, clearly outside the scope, one,
6 absolutely no relevancy, two, no opportunity to
7 lead to the discovery of admissible evidence, such
8 as, has he ever visited Disney World, that would
9 be completely irrelevant.
10 MR. SCHERTLER: I didn't ask him that.
11 MR. COLLINS: I didn't say you did.
12 MR. SCHERTLER: That was my next
13 question.
14 MR. COLLINS: That does hit a point
15 where we can instruct not to answer. We
16 understand you disagree.
17 MR. SCHERTLER: Okay. Understood.
18 BY MR. SCHERTLER:
19 Q. The -- did you -- so, again, I'm just
20 going -- I won't go too far into this, but did you
21 have the authority as the executive director of
22 the NRA to enter into a contract like that, a
23 ten-year, \$220,000-per-year contract?
24 MR. COLLINS: Objection again. I'm
25 going to instruct you not to answer, the same

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1 subject matter that was objected to for the
2 grounds we said in the prior two answers. I don't
3 see any need to repeat it again.
4 MR. SCHERTLER: His authority to enter
5 into contracts would be relevant. That's what
6 we're going to claim.
7 MR. COLLINS: You're still talking --
8 MR. SCHERTLER: I'm just asking him if
9 he had the authority to enter into a contract like
10 this.
11 MR. COLLINS: Right, like this, which
12 has no basis -- has relevancy to this lawsuit.
13 I'm not aware of any contract like that.
14 MR. SCHERTLER: Which would be -- his
15 authority to enter into different contracts,
16 including contracts with Ackerman McQueen, would
17 be relevant, and I'm asking him if he has the
18 authority to enter into this contract.
19 MR. COLLINS: The authority to enter
20 into contracts with Ackerman McQueen, I certainly
21 agree with you, but as far as a contract that
22 doesn't look anything like any contract with
23 Ackerman McQueen, and it's this particular one
24 that we objected to as clearly having no relevancy
25 nor likelihood to lead to discoverable evidence

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1 and look nothing like any Ackerman contract that I
2 think could be at issue here, that's the basis for
3 my objection, and I will instruct you not to
4 answer.
5 MR. SCHERTLER: Understood.
6 BY MR. SCHERTLER:
7 Q. What authority do you have to enter into
8 contracts? Is there a limit to contracts that you
9 can actually enter into?
10 MR. COLLINS: Objection. When you say
11 "you," you mean him personally.
12 MR. SCHERTLER: Yes.
13 A. Virtually -- virtually, all the
14 contracts that I am involved with go through our
15 treasurer's office, and the treasurer's office
16 takes it from there in terms of what they are
17 required to do in terms of others' signatures.
18 Q. Let me ask you, just if I can try to
19 understand the process. I don't mean to beat on
20 this Marion Hammer contract. Maybe I can make it
21 more generic.
22 So let's say you think it's appropriate
23 for the NRA to enter into a ten-year contract at
24 \$220,000 a year with an individual for some
25 services that individual will provide to the NRA.

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1 Do you have the authority to say, I want to do
2 this, this is something I think is in the best
3 interest of the NRA, and if you feel that way,
4 what process do you follow to get that contract
5 approved?
6 MR. COLLINS: Same objection, again.
7 Again, we're focusing on a contract like Marion
8 Hammer's.
9 MR. SCHERTLER: Just hypothetical.
10 MR. COLLINS: Sure, but that
11 hypothetical has no relevancy to any issue
12 concerning contracts in this case. If there is a
13 contract with Ackerman McQueen, and I'm not
14 remembering it, that has a structure like that
15 that you want to ask about, I certainly understand
16 that; but, hypothetically, contracts over ten
17 years for \$220,000 a year, absolutely nothing to
18 do with this case. It's not simply just, well,
19 it's a close one, so it's relevant. No, it's not.
20 It's our position it's not a close call at all,
21 has no relevancy, no likelihood to lead to
22 discoverable of admissible evidence on the issues
23 in this case. Again, I invite you to tell me of a
24 contract in this case that's similar. I'm going
25 to instruct you not to answer -- I'm instructing

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1 the witness not to answer.
2 BY MR. SCHERTLER:
3 Q. So, Mr. LaPierre, let me just ask
4 simply. So if you encounter an opportunity where
5 you think this -- you want to enter into a
6 contract on behalf of the NRA for somebody to
7 provide services, products, whatever to the NRA,
8 what process do you follow?
9 A. I would -- I would consult the
10 treasurer's office and work with them.
11 Q. Anybody in particular within the
12 treasurer's office that you would work with on --
13 A. The one that I worked with most -- the
14 one that I would work with most often would be the
15 treasurer appointed by -- elected by our Board of
16 Directors.
17 Q. Who is that right now?
18 A. It is right now Craig Spray.
19 Q. Is it Woody Phillips that preceded him?
20 A. Woody Phillips preceded him until he
21 retired.
22 Q. So what would you do when you saw an
23 opportunity and wanted to enter into a contract,
24 what would you tell Mr. Phillips or Mr. Spray?
25 A. Well, I would often ask his opinion, to

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1 begin with, what he thought about it, and whether
2 he thought it was appropriate or not, and what do
3 you think. I mean, I would say to him, I was
4 thinking of doing this. What do you think and is
5 it appropriate? Is there a problem with it? And
6 that would -- that would be what I would do.
7 Q. That would be your standard procedure.
8 A. (Nodding head.)
9 Q. Did you do that with Marion Hammer?
10 A. I did do that with Marion Hammer.
11 Q. Your -- again, I'm not trying to -- I'm
12 not trying to get into personal stuff. I'm going
13 to stay away from that. Susan LaPierre is your
14 wife.
15 A. Correct.
16 Q. Am I correct that she does hold some
17 position with the NRA or an organization
18 affiliated with the NRA?
19 A. She holds a volunteer position as
20 Chairman of the Women's Leadership Forum, which is
21 a philanthropic organization for women that want
22 to support the various programs of the National
23 Rifle Association.
24 Q. This is a volunteer position?
25 A. It's a totally volunteer position.

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1 Q. So she gets no compensation from the NRA
2 for this?
3 A. She gets no compensation from the NRA.
4 Q. Does she perform any other work for any
5 other organizations affiliated with the NRA, or is
6 that strictly for the NRA?
7 A. That work is strictly with the National
8 Rifle Association.
9 Q. Does she perform any work for any other
10 NRA-related organizations?
11 A. What -- what do you mean by related?
12 Q. Well, so, I guess I could start out with
13 the Foundation or the ILA, because I believe those
14 are related.
15 A. Well, the Foundation -- the Women's
16 Leadership Forum, which Susan is a volunteer for,
17 is under the Office of Advancement, but that's not
18 necessarily, I don't think, the NRA Foundation. I
19 think the Office of Advancement is -- NRA pays for
20 their staff and that program is under -- the
21 Women's Leadership Forum is under the Office of
22 Advancement.
23 Q. Okay. Which is under the NRA
24 Foundation?
25 MR. COLLINS: No.

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1 A. The Office of Advancement raises money
2 for the NRA Foundation.
3 Q. Okay.
4 A. But it's not -- I wouldn't say it's
5 under the NRA Foundation.
6 Q. Okay. And fair to say that there's no
7 payment that goes --
8 A. But a certain -- we -- I just want to
9 make sure I get it correct. The -- I think the
10 NRA Foundation is obligated to pay for a certain
11 amount of the NRA Foundation staff. I think
12 that's required by law.
13 Q. And would that include --
14 A. I'm getting a little bit over my head,
15 though, but to the best of my knowledge.
16 Q. Would that include Mrs. LaPierre?
17 MR. COLLINS: Again, don't speculate.
18 A. My wife receives no compensation at all.
19 Q. Okay.
20 A. So that --
21 Q. There's no compensation she receives
22 from the Foundation or --
23 A. Correct.
24 Q. -- the NRA or anybody else.
25 A. Correct.

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1 Q. Does she have any positions with other
2 private companies?
3 A. Be more specific.
4 Q. So let's say non NRA company. Does she
5 work for any private company?
6 A. As a volunteer or --
7 Q. As a compensated person.
8 A. No, she doesn't.
9 Q. So she has no income herself.
10 A. Correct. She is -- she is a Board
11 member of -- of Youth for Tomorrow, which is a
12 youth home created by Coach Joe Gibbs of the
13 Washington Redskins, and she is an uncompensated
14 member of the Board. In fact, she was even until
15 recently president of the Board as a volunteer.
16 [REDACTED]
17 [REDACTED]
18 Q. Would that equate to a niece?
19 MR. COLLINS: If you know.
20 A. I guess so.
21 Q. And is she employed by the NRA?
22 A. She is.
23 Q. What is her position with the NRA?
24 A. She works for the Women's Leadership
25 Forum. She particularly runs all the events for

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1 the Women's Leadership Forum. She also works with
2 my wife on day-to-day matters dealing with the
3 Women's Leadership Forum.
4 Q. I see.
5 Is she compensated for that work?
6 A. She is compensated.
7 Q. Any other family members that work with
8 the NRA?
9 A. No.
10 Q. So, just quickly, we talked about Angus
11 McQueen. You met Mr. Makris. Obviously he's
12 here.
13 A. Right.
14 Q. Have you worked with Tony Makris in the
15 past?
16 A. I have. Tony and I have a friendship
17 that goes back decades.
18 Q. And how did that friendship come about?
19 A. We were both young. We were both
20 interested in politics. We were both interested
21 in legislative process, political process. We
22 both had similar values in terms of, I think, of
23 causes that we believed in. And we got to know
24 each other through -- it was actually events that
25 Tony was putting on as -- for an organization that

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1 he worked for, raising money for political
2 candidates.
3 Q. Is there some point that Mr. Makris
4 actually then was working for Mercury or as a
5 subsidiary of Ackerman McQueen?
6 A. There -- there is.
7 Q. And did you -- did Mr. Makris provide
8 services to you and/or the NRA while working for
9 Mercury?
10 A. He did.
11 Q. What kind of services did he provide?
12 A. Tony provided a multitude of services.
13 I mean, one as a crisis PR consultant. He also
14 worked as a networks account, and Tony worked
15 nationwide in terms of helping build NRA networks,
16 NRA donors, NRA celebrities. He worked on NRA
17 ads. He worked on -- he worked, particularly,
18 further in NRA in the hunting area where NRA was
19 doing all the legislative work and not getting a
20 lot of the credit. We worked with Tony to raise
21 NRA's profile in the -- in the hunting area
22 through a television show.
23 Q. What was that show?
24 A. It was Under Wild Skies.
25 Q. It was Tony's show?

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1 A. Tony was the host of the show.
2 Q. Was he -- was he also an effective
3 advocate and promoter of the NRA's objective of
4 Second Amendment rights?
5 MR. COLLINS: Objection. Vague and
6 ambiguous and what time frame we're talking about.
7 A. But I can answer it, right?
8 MR. COLLINS: Yes.
9 A. Yes, I think he was. I think he was
10 very effective.
11 Q. He provided valuable services to the
12 NRA?
13 A. Absolutely.
14 Q. Did that continue up until just recently
15 when the termination occurred?
16 A. Which termination are you talking about?
17 Q. So, just to be clear, I think that in
18 some -- at some point in May, let's say June of
19 this year, there were various terminations by both
20 sides of the ongoing services agreement which
21 terminated all the work that Ackerman McQueen was
22 doing for the NRA --
23 A. Yes.
24 Q. -- as well as Mercury. I guess up until
25 that point, did you regard Mr. Makris as a

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1 valuable contributor to the NRA?
 2 A. I did.
 3 Q. Does it hurt not to have him working
 4 with you at this point in time?
 5 MR. COLLINS: Objection. Vague and
 6 ambiguous, but if you have a position.
 7 A. Yes. It saddens me. Tony did a lot of
 8 really great work.
 9 Q. Was it also -- was the nature of the
 10 relationship with Mr. Makris one in which you
 11 would seek personal advice or advice on personal
 12 matters from him?
 13 A. As I said, we were -- we were, in
 14 addition to being business colleagues, we were
 15 friends.
 16 Q. Let me ask you, kind of switch into
 17 this. So we're talking about a long relationship
 18 between Ackerman McQueen and Mercury and the NRA,
 19 specifically including you, that again begins in
 20 the '80s and extends up until this termination
 21 more recently. And I know, we'll get to the
 22 lawsuit where there are some allegations about a
 23 bit of issues coming up in 2018 regarding requests
 24 for information.
 25 If I could take you to the period before

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1 that, so before mid 2018, was there ever a time in
 2 the long relationship that you had -- the NRA had
 3 with Ackerman McQueen where there was ever any
 4 disputes or disagreements about whether the NRA
 5 was getting the proper information and support for
 6 its expenses with the NRA?
 7 MR. COLLINS: Objection. Compound.
 8 Quite long of a question, vague and ambiguous in
 9 parts.
 10 THE WITNESS: Can I answer?
 11 MR. COLLINS: Sure, if you have an
 12 answer.
 13 Q. If you can understand --
 14 A. It's -- that would be a question more
 15 appropriate for the treasurer's office than from
 16 me. I mean, I -- that's not what I did.
 17 Q. But were you aware of anything that was
 18 ever brought to your attention up until last year
 19 in 2018?
 20 A. It was not brought to my attention.
 21 Q. So you were not aware of any issues --
 22 there may have been --
 23 A. Right.
 24 Q. -- but you were not aware of them --
 25 A. Correct.

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1 Q. -- up until a year ago or approximately
 2 a year ago?
 3 A. Correct.
 4 MR. COLLINS: Objection. Vague and
 5 ambiguous, but go ahead. I guess you did.
 6 Q. Let me ask you about a few other
 7 individuals that I think play some role in this
 8 litigation, and, therefore, I have to ask your
 9 knowledge.
 10 A. Sure.
 11 Q. Gayle Stanford, who is Gayle Stanford?
 12 A. Gayle is a travel representative that
 13 works with the NRA in terms of booking travel --
 14 in terms of booking travel for myself and for
 15 several other people.
 16 Q. Several other people within the NRA?
 17 A. She -- correct.
 18 Q. And does the NRA hire her as a travel
 19 agent to provide these services in arranging
 20 travel?
 21 MR. COLLINS: Again, objection. Again,
 22 don't speculate. If you know.
 23 A. NRA -- NRA has hired her as a -- as
 24 someone to book this -- this travel.
 25 Q. And do they -- how do they pay her, do

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1 you know?
 2 A. I think our treasurer's office pays her
 3 on a monthly basis.
 4 Q. Do you know what that amount is?
 5 MR. COLLINS: Objection as far as what
 6 that amount is. Is it a particular time frame?
 7 Do you mean as of today or --
 8 Q. You said that they pay her -- I'm just
 9 asking you -- you say they pay her. I'm trying to
 10 figure out what they pay her.
 11 THE WITNESS: Can I answer to the best
 12 of my knowledge?
 13 MR. COLLINS: Sure.
 14 A. To the best of my knowledge, I think
 15 it's \$20,000 a month.
 16 Q. \$20,000 a month?
 17 And with that \$20,000 a month, is that
 18 in addition -- does she then expense you for
 19 whatever airline fares or hotel charges that she
 20 incurs? I mean, is that \$20,000 a month just for
 21 her services?
 22 A. Yes, it's for her services.
 23 Q. That doesn't include the amounts of the
 24 airfares or hotel rooms that she would be
 25 reserving for you all? That would be on top of

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1 the 20?
 2 A. No -- NRA -- NRA -- depending on who she
 3 booked it for, either NRA would pay it or if it
 4 was some -- if she was booking it for some vendor,
 5 they would pay it.
 6 Q. Okay. But I guess what I'm trying to
 7 get at is, you pay her \$20,000 a month --
 8 A. Right.
 9 Q. -- to provide services -- travel
 10 services, correct?
 11 A. Correct.
 12 Q. So that if you call -- if you have to
 13 travel for business to Los Angeles, you can call
 14 Gayle and say, I need to -- you need to arrange a
 15 trip to Los Angeles for me.
 16 A. Correct. She would book -- she would
 17 book the hotel. She would book the travel and --
 18 and --
 19 Q. Let's --
 20 A. -- and if you needed a pickup or
 21 something like that, she would book that.
 22 Q. Limo.
 23 A. Yes.
 24 Q. Let's say she incurs, in booking that,
 25 that's another \$5,000, that's going to cost -- the

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1 expense of the airfare, the expense of the hotel,
 2 the expense of the limo, NRA would pay that on top
 3 of the \$20,000 is what I'm trying to get at.
 4 A. That's correct.
 5 Q. Does Ms. Stanford run any of these
 6 charges through Ackerman McQueen, or are these
 7 charges -- does she invoice the NRA directly?
 8 MR. COLLINS: Objection. About what
 9 time frame are we talking about? I assume she's
 10 not doing it today.
 11 Q. I don't know what she's doing today.
 12 But let's just say over the past two years, kind
 13 of the relevant period of time for the lawsuit.
 14 MR. COLLINS: We may object about the
 15 relevant time but ...
 16 A. Can I consult with counsel about
 17 something I didn't know that counsel informed me
 18 of?
 19 Q. Yes. Look, I want you to have any
 20 opportunity to talk to your lawyers that you want.
 21 If you have a concern that there might be
 22 privilege or -- so do you guys want to --
 23 MR. COLLINS: Should we take a break?
 24 MR. SCHERTLER: It might be a good time
 25 to take a short break. And let me just ask you --

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1 THE VIDEOGRAPHER: Are we still on the
 2 record?
 3 MR. SCHERTLER: We're going off the
 4 record right now, and this is an off-the-record
 5 discussion about lunch.
 6 THE VIDEOGRAPHER: Going off the record.
 7 The time is 12:25.
 8 (A lunch recess was taken.)
 9 (Exhibit 50 was marked for identification
 10 and attached to the deposition transcript.)
 11 THE VIDEOGRAPHER: Going back on the
 12 record. The time is 13:54 -- 14:42.
 13 BY MR. SCHERTLER:
 14 Q. So I'm jumping around a little bit and
 15 forgive me. I've just shown you what's been
 16 marked as Exhibit 50, and this is the First
 17 Amended Complaint that was filed by the NRA
 18 against Ackerman McQueen and the Mercury Group in
 19 the Circuit Court of the City of Alexandria.
 20 First of all, can I ask you whether you
 21 recognize this document?
 22 A. I do recognize it.
 23 Q. And have you had a chance to review it?
 24 A. I reviewed it.
 25 Q. Okay. The last page shows it was dated

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1 April 24th of 2019. Appears to be signed by
 2 Mr. Hundley.
 3 So, what I would like to do, just at
 4 this point -- I'll ask you a few more questions
 5 about this later -- but if I could direct your
 6 attention to page 7. And on page 7 there's a
 7 paragraph entitled "C: In response to concerns
 8 from NRA employees and stakeholders, the NRA
 9 attempts to exercise its contractual record
 10 examination right but is rebuffed."
 11 Before we broke for lunch, we talked a
 12 little bit about you had a contract with Gayle
 13 Stanford.
 14 A. Right.
 15 Q. If I understood you correctly, that's --
 16 Gayle Stanford receives a \$20,000 a month fee from
 17 the NRA to provide travel services. So she's a
 18 vendor to the NRA, correct?
 19 A. Correct.
 20 Q. And I don't want to belabor any
 21 objections, but we had also mentioned, and I think
 22 you testified, that you had signed a contract with
 23 Marion Hammer for services to the NRA. Is that
 24 correct?
 25 A. Correct.

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1 Q. And so would she be considered a vendor
2 to the NRA, Marion Hammer?
3 A. I think she would be considered a
4 contractual -- a contractor with the NRA, yes.
5 Q. So, this paragraph C 17 begins by
6 saying, "In recent years, the State of New York
7 amended its not-for-profit corporation law to
8 clarify requirements for director independence and
9 the ratification of related party contracts, among
10 other items."
11 Mr. LaPierre, let me just ask you, do
12 you know what specifically the State of New York
13 amended with respect to requirements for director
14 independence and ratification of related party
15 contracts?
16 A. I don't.
17 Q. Okay. Fair enough.
18 The second question says -- the second
19 sentence that's alleged in this -- the NRA's
20 lawsuit, says, "After updating its internal
21 policies and controls to comply with the New York
22 amendments," and then I would like to stop you
23 right there.
24 Are you aware of what the NRA did to
25 update its internal policies and controls in order

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1 to comply with the New York amendments?
2 A. I know that NRA has gone through a
3 complete compliance review of all of its employees
4 and vendors in regard to making sure a vendor was
5 in complete compliance with New York State
6 not-for-profit law. NRA did compliance seminars
7 with people in the building to make sure all of
8 our employees were aware of the new compliance
9 procedures. I know that there were certain things
10 that NRA, as a result of that review,
11 self-corrected on in terms of New York State
12 non-for-profit law. For example, doing business
13 with an invoice as opposed to a contract when New
14 York State law -- updated New York State
15 not-for-profit law requires a contract. So NRA in
16 its review has gone through all of those and
17 updated all of that so it would be in compliance
18 with New York State not-for-profit law.
19 Q. Who was in charge of that review and
20 instituting these compliance measures?
21 A. The Brewer Firm was hired to come in and
22 to be in charge of all of that. Josh Powell, when
23 he was first hired, started to look into NRA
24 business practices in terms of updating or
25 improving anything that needed to be improved, and

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1 he has continued to work with that -- with the
2 Brewer Firm. And then our treasurer's office has
3 also been working on that under Craig Spray.
4 Q. Okay. Then, it says -- if I can take
5 you to this -- what is page 8, the next page, it
6 goes on to say, "Beginning in August of 2018, the
7 NRA sent letters to hundreds of vendors, including
8 AMc, that set forth updated invoice support
9 requirements, and provided detailed guidance
10 regarding, for example, expense reimbursement
11 procedures."
12 Do you see that?
13 A. Yes.
14 Q. Are you aware of which vendors? I'm not
15 going to ask you for -- are you aware of which
16 vendors actually received these letters?
17 A. As far as I know, all of our vendors
18 did; and, as I said, NRA actually had hundreds of
19 examples where they were doing business on an
20 invoice as opposed to a contract that needed to be
21 changed to be an under-a-contract, and there were
22 -- NRA also began to work on its -- where there
23 were some instances where there were overly broad
24 invoices where, under New York State law, they
25 are -- they are required to be more specific, and

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1 that has been brought into compliance with New
2 York State law.
3 Q. Okay. Now, you would agree, though,
4 that with respect to AMc, AMc did operate under a
5 contract that it had entered into with the NRA.
6 MR. COLLINS: Objection. Calls for a
7 legal conclusion. Also is vague and ambiguous.
8 Q. Let me just -- how about, are you aware
9 of the services agreement that existed --
10 A. I am, there is a service agreement in
11 play.
12 Q. Would you consider that services
13 agreement a contract for services between Ackerman
14 McQueen and NRA?
15 A. I'm not a lawyer. I know it's a
16 services agreement that -- that was intended to be
17 honored by both sides, and I'm sure both sides
18 expected it to be honored.
19 Q. Okay. So, let me ask you this. Did you
20 send out a vendor letter to Gayle Stanford?
21 A. We did. I believe. I'm sure we did.
22 We sent them to everyone.
23 Q. How about Marion Hammer?
24 A. I don't know whether a letter was sent.
25 I was not -- I would have to ask the people who

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1 actually did it, whether they sent one to Marion
2 Hammer. I don't know.
3 MR. COLLINS: I apologize, I'm not
4 trying to break the flow. We've reconsidered our
5 position with the Marion Hammer questions that you
6 asked.
7 MR. SCHERTLER: You have?
8 MR. COLLINS: Yes, we have. So if you'd
9 like to have those answered, whenever you want to
10 answer those questions, you're welcome to.
11 MR. SCHERTLER: Sure. Well, I'll go
12 back to them now if you're going to allow him to
13 answer the questions.
14 BY MR. SCHERTLER:
15 Q. So, again, with respect to Marion
16 Hammer, what I read in the article is that you had
17 signed an agreement in September of 2018 with
18 Marion Hammer. Is that correct?
19 A. That's correct.
20 Q. Do you know what services she would
21 provide to the NRA under that agreement?
22 A. Yes, she would provide consulting
23 services, lobbying services and consulting
24 services in regard to legislation in other states.
25 For example, Texas was trying to pass a

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1 right-to-carry bill and Marion was intensively
2 involved with working with the people in Texas,
3 giving them advice on how to pass it.
4 Q. Is it my understanding that that
5 contract, in exchange for those kinds of lobbying
6 services, that she would receive a flat fee of
7 \$220,000 a year?
8 A. I believe that's correct.
9 Q. For a period of ten years.
10 A. Yes, that's correct.
11 Q. At the time, she was approximately 80
12 years old?
13 A. Correct.
14 Q. And did she have to submit any kind of
15 invoices or explanations of precisely the work she
16 was doing to earn that flat fee of \$220,000 per
17 month under the contract?
18 A. I think it is widely known to the world
19 that Marion is probably one of the best lobbyists,
20 political consultants, legislative experts in the
21 United States. I mean, she's been on the front
22 page of magazines and everything else, and her
23 work product, in terms of her performance is -- I
24 mean, is unquestionable in terms of like what she
25 delivers.

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1 Q. So I know that you have a good
2 impression of her abilities as a lobbyist.
3 A. Right.
4 Q. My question to you is, under the
5 contract, is she required to provide any kind of
6 support, such as the hours she worked on a
7 particular month, the description of who she might
8 have been talking to in order to support the
9 \$220,000 a year?
10 MR. COLLINS: I'll just object, saying
11 that the document speaks for itself and is the
12 best evidence, but you can testify.
13 A. I don't --
14 Q. I don't have the document.
15 A. I don't either. I would have to look at
16 it to see what it says. I don't remember,
17 honestly.
18 MR. SCHERTLER: Would it be possible to
19 get that document?
20 MR. COLLINS: I'll check on it.
21 BY MR. SCHERTLER:
22 Q. You don't recall whether she's required
23 to get any support for justifying the \$220,000 per
24 annum fee that she gets?
25 A. I just -- I just know that Marion is

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1 worth every penny we pay her and delivers -- is
2 just -- is unbelievable.
3 Q. Although, under the contract, if she
4 just sat there for the next ten years and didn't
5 do anything, you would still be obligated to pay
6 her \$220,000 per year?
7 MR. COLLINS: Objection. Again, the
8 document speaks for itself unless you know the
9 answer.
10 A. She's a workaholic. She really is.
11 Q. Understood.
12 But you don't have, as you sit here
13 today, you don't know whether the contract
14 requires her to provide the NRA any support for
15 the work that she's doing?
16 A. I would have to look at the contract to
17 see what the specifics are.
18 Q. Let me just ask you this. Under the
19 third -- she's also a member of the Board of the
20 NRA.
21 A. Correct.
22 Q. So under third-party related contracts
23 or related contracts, as they're interpreted by
24 the New York State Attorney General --
25 A. Right.

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1 Q. -- does the New York State Attorney
2 General require the NRA to give any kind of
3 support for the work she's doing?
4 MR. COLLINS: Objection. Calls for a
5 legal conclusion.
6 MR. SCHERTLER: To the extent he knows.
7 MR. COLLINS: If you have an
8 understanding.
9 A. As far as I'm aware, the contract has
10 gone before the audit committee in compliance with
11 New York State not-for-profit law.
12 Q. It was done after --
13 A. That's correct.
14 Q. -- you signed the contract, correct?
15 A. That's correct.
16 Q. The audit committee then approved it
17 retroactively?
18 A. Correct.
19 Q. As it did a number of other related
20 contracts, correct?
21 A. Correct.
22 Q. So I would like to -- so we were talking
23 about -- did Woody Phillips ever inform you that
24 he felt that Gayle Stanford was vastly
25 overcharging the NRA for her services when he was

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1 the CFO of the NRA?
2 A. No, he did not.
3 Q. Did you ever work with her husband at
4 all, Peter Stanford?
5 A. I know him. I don't think I ever worked
6 with him.
7 Q. Do you know whether he's a part of the
8 business?
9 A. I don't. I don't think he was.
10 Q. I want to ask you about a couple
11 employees. And no offense to Mr. Powell, who I
12 didn't know would be here today, but Mr. Powell,
13 as I think you have described him, is the chief of
14 staff?
15 A. Correct.
16 Q. Is that your chief of staff?
17 A. Correct.
18 Q. And what are his responsibilities as
19 your chief of staff?
20 A. He has been -- well, he's been spending
21 a tremendous amount of time lately in terms of
22 working all the compliance issues, in terms of
23 working with the New York State issues regarding
24 the Attorney General's office. He spent a lot of
25 time working with the Department of Financial

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1 Services issues in regard to New York State. He
2 has worked -- spent a lot of time working on the
3 whole Carry Guard program. He -- and -- those
4 burdens have taken most of his time lately.
5 Q. Understood.
6 How long has Mr. Powell been with the
7 NRA as a chief of staff?
8 A. Oh, gosh, I think since '15, '16,
9 something like that, 2016, 2015.
10 Q. Who hired him?
11 A. I did.
12 Q. Any particular qualifications that made
13 him suitable for the job?
14 A. Yes. My former chief of staff had
15 retired and we were specifically looking for
16 someone with a business background to bring in to
17 work on the various -- the various business
18 aspects of the NRA that did not involve the stuff
19 that I primarily devote my time to, which is the
20 imaging, the fundraising, the networking, the
21 donors, the branding, all the atmosphere in the
22 air that take the cause to this vast membership
23 that sends in millions in member dues and
24 contributions because they believe in what we're
25 fighting for.

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1 Q. Okay. And did you vet Mr. Powell before
2 you hired him?
3 A. Well, I knew him through a mutual
4 friend, Tony Makris, who -- and, you know, we --
5 we spent time together. I knew he was a strong
6 advocate for our cause and supporter of our cause,
7 and I knew he -- he had a clothing catalog
8 business and a background in that area. And I
9 didn't personally take -- undertake --
10 Q. Were you -- were you aware of various
11 lawsuits that had been filed against him as a
12 result of his -- what I think was a failed
13 clothing catalog company?
14 MR. COLLINS: Objection. Assumes facts
15 not in evidence, but if you can talk about your
16 understanding.
17 A. I was not aware of that, I don't think,
18 at the time. At some point I became aware that
19 there was some type of dispute between Josh
20 Powell, some guy named Wally, and Pete Brownell,
21 and that they were going back and forth on
22 something that regarded a business.
23 Q. Pete Brownell?
24 A. Yes.
25 Q. Was he the former president of the NRA?

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1 A. That's correct.
 2 Q. And is -- was Mr. Powell the subject of
 3 a sexual harassment claim made by an employee of
 4 Ackerman McQueen?
 5 A. Yes.
 6 Q. Do you know how that was resolved?
 7 A. I went to our general counsel and said,
 8 you need to do --
 9 MR. COLLINS: Wait. Just don't talk
 10 about what you and general counsel talked about.
 11 You can talk about if there was -- something was
 12 done, what was done, but don't talk about your
 13 conversations.
 14 A. It was resolved as -- as I am aware,
 15 that Josh would no longer interact with Ackerman
 16 McQueen, and he would work on other matters other
 17 than Ackerman McQueen.
 18 Q. Okay. And was there a sexual harassment
 19 charge brought against Mr. Powell by an NRA
 20 employee that was later settled?
 21 A. I -- there was something brought. I
 22 would have to talk to the attorneys to -- before I
 23 would classify it the way you just classified it.
 24 It was -- I don't know whether it was a
 25 discrimination or a -- you are correct. There was

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1 something brought against Josh Powell by an
 2 employee, and it was resolved. I'm not -- I'm
 3 honestly not sure whether the correct
 4 characterization of it is sexual harassment or
 5 not.
 6 Q. Understood, and I understood --
 7 understand that caveat in your answer.
 8 Do you recall whether it was resolved
 9 for a payment of [REDACTED] to the complainant?
 10 MR. COLLINS: Just an objection as I
 11 don't know if there's any confidentiality
 12 obligations in that agreement. I don't want to be
 13 in breach of any.
 14 A. I don't know what the settlement was.
 15 Q. Okay. Does the Board have to approve
 16 settlement claims like that as a general matter?
 17 MR. COLLINS: Objection. Legal
 18 conclusion.
 19 A. I don't know the answer to that.
 20 Q. Okay.
 21 Woody Phillips.
 22 A. Right.
 23 Q. Who is Woody Phillips?
 24 A. Woody was the treasurer of the National
 25 Rifle Association up until I think -- up until --

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1 sometime, I think, in 2018 he retired, maybe like
 2 2017.
 3 Q. How long had he been -- I think you said
 4 treasurer?
 5 A. Correct.
 6 Q. How long had he been treasurer?
 7 A. I think he was hired in -- '91, I think
 8 he was hired. It could have been '92, but I think
 9 it was '91.
 10 Q. Are you -- what was -- what were his
 11 responsibilities as treasurer?
 12 A. Well, as the treasurer he's responsible
 13 for basically all -- managing the entire financial
 14 operation of the National Rifle Association.
 15 Q. Would he review all financial
 16 transactions?
 17 A. The treasurer's office is responsible
 18 for all financial transactions.
 19 Q. Why did he leave the NRA in 2018, I
 20 think you said?
 21 A. Because he wanted to move to Dallas, and
 22 he wanted to retire because he felt he deserved
 23 retirement, and he was -- I couldn't convince him
 24 to stay.
 25 Q. Were you aware of any financial issues

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1 related to Mr. Phillips and the use of NRA money?
 2 A. No.
 3 Q. Craig Spray, he is a current employee of
 4 the NRA?
 5 A. Correct.
 6 Q. Is he the current treasurer?
 7 A. Yes, that's right.
 8 Q. How long has Mr. Spray been with the
 9 NRA?
 10 A. I think we hired him in, gosh, I'm not
 11 positive. I think sometime in early 2018 or late
 12 2017.
 13 Q. And then when Mr. Phillips left, he
 14 assumed Mr. Phillips' job as treasurer?
 15 A. That's correct.
 16 Q. John Frazer, is he also a current
 17 employee of the NRA?
 18 A. That's correct. He's general counsel.
 19 Q. And how long has Mr. Frazer been general
 20 counsel?
 21 A. Well, it was after Jim Porter's
 22 presidency. Probably seven years, maybe,
 23 something like that. I'm not exact --
 24 Q. Does he report to you?
 25 A. He does. As general counsel he reports

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1 to me. He's also secretary of the association.
2 He reports to the Board as secretary of the
3 association.
4 Q. I see.
5 Does the Board have separate legal
6 counsel?
7 A. They do.
8 Q. Who would that be?
9 A. That would be -- there is a new -- there
10 is a new legal counsel the Board has, and his name
11 is -- oh, gosh, I can see him. I just can't think
12 of his name right now.
13 Q. That happens to me all the time.
14 Is --
15 A. I -- he'll probably be mad at me. I
16 just can't remember his name.
17 Q. We won't tell him.
18 Let me ask you this. Is that counsel to
19 the Board, is he actually hired and paid by the
20 Board or is he outside counsel that serves the
21 function of being an attorney for the Board, if
22 you know?
23 MR. COLLINS: Objection. Vague and
24 ambiguous but ...
25 A. He was interviewed by the Board and

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1 hired by the Board. I did not interview him and I
2 did not hire him. They interviewed him and they
3 hired him.
4 Q. I see. The Board directly.
5 A. That's correct.
6 Q. Steven Hart.
7 A. Right.
8 Q. Who is Steven Hart?
9 A. He was the former general counsel to the
10 Board.
11 Q. So he was the general counsel to the
12 Board before this new gentleman was hired?
13 A. Correct.
14 Q. When did Mr. Hart leave as general
15 counsel to the Board, if you can recall?
16 A. I think sometime in early 2019.
17 Q. Why did he leave?
18 A. That -- that's going to involve
19 information that I -- that I learned from legal
20 counsel.
21 MR. COLLINS: We're going to take
22 privilege on that, but at a break we'll talk about
23 it.
24 MR. SCHERTLER: Sure.
25

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1 BY MR. SCHERTLER:
2 Q. Was it your decision to -- to suspend or
3 terminate Mr. Hart?
4 A. After learning of that information, yes.
5 Q. What authority did you have to terminate
6 the general counsel for the Board if that general
7 counsel served the Board? I'm just -- I thought I
8 understood the Board hired --
9 A. Right.
10 Q. -- their own lawyer.
11 A. Yeah, I know, it's kind of crazy.
12 Q. I assume they can fire their own lawyer,
13 too, if they want.
14 A. Well, I --
15 MR. COLLINS: Objection. Calls for a
16 legal conclusion. But if you have an answer ...
17 A. It's kind of an unusual arrangement. I
18 mean, I -- it's like I said. I didn't -- I didn't
19 interview and I didn't hire the new legal counsel.
20 I actually recommended Steve Hart based on I've
21 known him for a long time. He left Williams &
22 Jensen. We had a bunch of mutual friendships. He
23 was perfectly qualified. And I -- and we hired
24 him I think -- I don't know whether the Board
25 actually voted on it or not. I recommended him to

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1 the Board. I may have hired him. I mean, I --
2 it's kind of -- the Board certainly agreed to it
3 and consented to it.
4 Q. Did the Board agree and consent to his
5 termination as well?
6 A. Yes, they did. I mean, not -- I don't
7 know whether the whole Board did, but there were
8 key people on the Board that knew we were going to
9 do it that were very involved with a lot of the
10 ongoing issues. Can I say who a couple of the
11 people -- one of those people might be?
12 Q. On the Board?
13 MR. COLLINS: On the Board? Sure. As
14 long as it didn't involve discussions you had with
15 them. You're just giving a name, that's all.
16 Q. Well, discussions with the Board
17 wouldn't be discussions with the lawyers.
18 A. I'm pretty sure that the chairman of the
19 audit committee knew that we were going to
20 terminate him.
21 Q. So I guess knowing and approving it --
22 let me try to get the distinction. So you might
23 have thought it was appropriate, but would the
24 Board have been required to vote and approve his
25 termination as far as you know?

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1 MR. COLLINS: Again, you can talk about
 2 whatever personal knowledge you have, but
 3 otherwise we're going to object as a legal
 4 conclusion.
 5 A. I don't know the answer to that, whether
 6 they would have or not. I don't think they -- I
 7 don't think they would have been required to.
 8 Q. Did you terminate him?
 9 A. Yes, I terminated him, but it was also
 10 given the knowledge that we had on a number of --
 11 on a number of issues, it was agreed to by the
 12 chairman of the audit committee and it was also
 13 agreed to by the general counsel.
 14 Q. The general counsel being John Frazer?
 15 A. Right.
 16 Q. All right. So let me ask you about
 17 Oliver North. How did you come to meet Oliver
 18 North?
 19 A. Oh, gosh, I've known Ollie -- I've known
 20 Colonel North for probably 25, 28, 30 years.
 21 Q. How did you first get to meet him?
 22 A. You know, I really can't -- I honestly
 23 can't remember. I -- probably some Washington
 24 event where we ran into each other, maybe a mutual
 25 friend. I actually was one of -- one of the

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1 people that recruited Ollie to run for the Board.
 2 Q. For the Board of Directors for the NRA?
 3 A. Correct.
 4 Q. When was that?
 5 A. Whenever he first got elected. It was
 6 that year. It probably goes back 12, 15 years
 7 now.
 8 Q. Let me kind of fast-forward then a
 9 little bit. Did there come a time when you were
 10 recruiting him to become the president of the NRA?
 11 A. There was a time when -- yes, that's
 12 correct.
 13 Q. Can you tell me approximately when that
 14 was, if you can recall?
 15 A. Yes, it would have been -- I'm pretty
 16 sure it was in March -- it was in either late
 17 February or early March of 20 -- let me get my
 18 years right -- 2018.
 19 Q. What prompted you to recruit him to
 20 become president of the NRA?
 21 A. The -- we were being heavily attacked,
 22 the organization was, by the Department of
 23 Financial Services in New York State.
 24 They were trying to sever all of our
 25 vendor relationships. They were trying to sever

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1 our banking relationships, our insurance
 2 relationships based on viewpoint discrimination.
 3 It became apparent to myself, but also to Ackerman
 4 McQueen, that Pete Brownell wanted out as
 5 president of the NRA and --
 6 Q. Was he -- was he coming under some
 7 scrutiny in this --
 8 A. No. I honestly think it was because
 9 the -- I mean, this -- the way politics is in this
 10 country unfortunately these days and the way
 11 people act, which they shouldn't act that way, he
 12 was undergoing constant harassment at home,
 13 constant harassment with his family's involvement
 14 with a college out in that -- out in Iowa. They
 15 were substantial donors to that college.
 16 There was a -- the harassment was never
 17 ending for the family, and I think -- as far as I
 18 know, and which I believe completely to be true,
 19 Pete's decision was totally based, to step down,
 20 on -- for family relationship reasons. Yet we
 21 talked about what was going on in the media with
 22 the media printing all these stories about
 23 everybody severing their ties with the NRA.
 24 And we -- at a meeting with our crisis
 25 PR people, Ackerman McQueen, Tony Makris, there

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1 were other people there from Ackerman, I was
 2 there -- talked about the fact that the media
 3 would interpret Pete stepping down as Pete cutting
 4 and running from the NRA. Whether it was true or
 5 not true, that's the way they were going to write
 6 the story.
 7 So it made sense to go recruit some
 8 high-profile individual to step into the chairs
 9 that himself would be a media story and that
 10 would, therefore, bury the story of Pete resigning
 11 so they couldn't write it that he was running from
 12 the NRA, but the news story would be that this guy
 13 got put in the chairs. And that's -- Ackerman
 14 McQueen thought that. I believe Tony thought
 15 that. I thought that.
 16 And I was the one given the job of going
 17 and having the initial conversation, along with
 18 Millie Hallow, with Colonel North to -- Ackerman
 19 McQueen had already been in discussions with
 20 Colonel North for months about doing a television
 21 show on the NRATV network. I don't think they had
 22 reached an agreement, but they had been in
 23 discussions with him for months.
 24 So I would go out, along with Millie,
 25 and meet with Ollie and see -- knowing his Fox

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1 contract was up -- getting up for renewal, whether
2 there was any chance he had any interest in, one,
3 doing a television show -- a contract television
4 show for Ackerman McQueen; and, two, if he had any
5 interest in becoming president of the NRA. And he
6 said yes on both counts.
7 Q. So you had these initial meetings with
8 him, I think, accompanied by Millie Hallow.
9 A. Correct.
10 Q. Did some of these meetings occur out in
11 his farm here in Northern Virginia?
12 A. They occurred at Freedom Alliance, an
13 organization that he -- I believe he founded and
14 he -- he runs for -- to assist military families
15 and -- well, to assist military families.
16 Q. Did Colonel North -- was it your
17 understanding that Colonel North had a fairly
18 lucrative -- financially lucrative contract with
19 Fox News at the time?
20 A. It was.
21 Q. So what would -- in your discussions
22 with him, how -- what kind of financial motivation
23 would there be for him to become the president of
24 the NRA, which I understand is an un- -- an
25 uncompensated position. Is that correct, first of

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1 all?
2 A. That's correct. The talks of the terms
3 of any compensation would be that he would be
4 compensated by -- by the contractual relationship
5 with Ackerman McQueen to do a television show with
6 Ackerman McQueen that they had been negotiating
7 with him for months to do.
8 Q. Right.
9 A. He would be uncompensated as NRA
10 president.
11 Q. And the compensation -- would the NRA
12 then reimburse Ackerman McQueen for its contract
13 with Lieutenant Colonel North?
14 A. NRA would reimburse Ackerman McQueen for
15 its television network commentators. That's
16 correct. I -- correct.
17 Q. So the deal that you had been discussing
18 is that Colonel North would leave Fox News, first
19 of all?
20 A. Ollie made it very clear that he thought
21 that there's no way that he could be president of
22 the NRA and still be retained by Fox.
23 Q. So, in other words, to become the
24 president of the NRA, he would have to terminate
25 his contract with Fox. That was your

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1 understanding?
2 A. Well, I don't know whether it would
3 terminate or it wouldn't be reupped, one or the
4 other.
5 Q. And then the compensation -- any
6 compensation that he would get would be as a
7 result of his contract, whatever contract that
8 was, with Ackerman McQueen.
9 A. Correct.
10 Q. But on the other side of it, the NRA
11 would agree to reimburse Ackerman McQueen for
12 whatever it was paying to Lieutenant Colonel
13 North.
14 MR. COLLINS: Objection.
15 A. NRA would reimburse -- would -- like
16 they do with the other people that have shows on
17 Ackerman McQueen's TV network, NRA would
18 compensate Ackerman McQueen for that television
19 show.
20 Q. Okay. Did you at all view this as kind
21 of a way to get compensation to Lieutenant Colonel
22 North from the NRA for him taking the position as
23 president of the NRA?
24 A. No, I didn't. I mean, they had been
25 trying to recruit him for a while to do a

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1 television show. It was something they had been
2 working on. And as long as it was fully
3 disclosed, which it -- which it -- you know, the
4 idea was it would have been, it would have been --
5 it would have been permissible under the -- under
6 the audit committee rules and the rules of New
7 York State.
8 Q. So you felt that that arrangement would
9 be legally permissible under the rules of New York
10 State as well as --
11 A. Correct.
12 Q. Okay. And --
13 A. As long as it was disclosed.
14 Q. As long it was disclosed to whom?
15 A. The audit committee.
16 Q. To the audit committee.
17 And was it disclosed to the audit
18 committee?
19 A. Well, that's --
20 MR. COLLINS: Objection. Vague and
21 ambiguous. Go ahead.
22 A. That -- that gets into a whole rabbit
23 trail. Do you want to go down it?
24 Q. Well, maybe I can take you down it.
25 A. Okay.

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1 Q. You know, certainly I want to get your
2 answers and your views on it.
3 A. Okay.
4 (Exhibit 1 was marked for identification
5 and attached to the deposition transcript.)
6 BY MR. SCHERTLER:
7 Q. Let me just show you what we've marked
8 as Exhibit number 1. If I could ask you to take a
9 look at that.
10 If you could get copies for counsel.
11 And as with any document, Mr. LaPierre,
12 I'll just, first of all, let you please take a
13 look at it. And when you've had a chance to
14 review it, the first question I always have is do
15 you recognize it.
16 A. (Document review.)
17 No, I've never seen this, but let me --
18 let me read it.
19 Q. Sure, please.
20 A. (Document review.)
21 You know, that's funny because this
22 third part here, I've heard -- Ollie told me about
23 it, but I've never seen it in writing, that he
24 actually did --
25 Q. Mr. LaPierre, just show me where you're

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1 pointing to so ...
2 A. The 3, where it says "Term."
3 Q. It says, "Term." "Phase 1, three
4 years" --
5 A. Yes.
6 Q. -- "paid monthly"?
7 A. No, "Phase 2, non-compensated, tied to
8 EVP, WL tenure." He told me about that. I had
9 never seen it.
10 Q. If the document doesn't look familiar,
11 do some of the descriptions of what appear to be
12 the terms of the relationship look familiar?
13 A. Yes. I -- when I was out at Freedom
14 Alliance, some of the items discussed where Ollie
15 talked about he would need some staff, he would --
16 as president -- he would need -- he would like to
17 continue to do his work with Freedom Alliance, and
18 he also talked about the fact that he would need
19 security. So those look very familiar.
20 Q. Let me just take you to -- first of all,
21 just to identify the document, it looks like it's
22 a -- it describes itself as a fax message dated
23 23 April 2018 to "Millie Hallow, eyes only."
24 A. Right, from Noram Partners, who I didn't
25 even know were involved in this.

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1 Q. Who is Noram Partners?
2 A. Well, that's actually a good question.
3 I -- because I kind of assumed that it was talking
4 about somebody named Richard Norman, which it
5 might not be. I don't -- I don't know the answer
6 to that.
7 Q. You don't know whether Norman Partners
8 is actually Oliver North's -- an entity related to
9 Oliver North?
10 A. No. If that's true, I did not know that
11 at all.
12 Q. Okay. It is signed by -- it is signed
13 by Oliver North, though, at least the first page
14 is.
15 A. Yes, I see that.
16 Q. And the message is, "Millie, per our
17 conversations, please pass this entire message
18 only to parties we agreed on April 22nd, 2018."
19 Do you think you would have been one of
20 those parties?
21 A. I don't -- I don't think I saw this
22 document. I -- you know, the annual meeting was
23 coming up --
24 Q. In 2018?
25 A. In 2018. I -- my role was to go out and

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1 get a yes that Ollie was interested in doing the
2 TV show and that he was interested in becoming
3 president.
4 Q. Okay.
5 A. And when I got that, that yes, I kind
6 of -- there -- there may have been a meeting at
7 the NRA annual meeting in Dallas with the officers
8 with Ollie, where everybody talked about Ollie
9 would be moving into the chairs and everything
10 else. But I was never in any of the meetings with
11 Ollie during that time on his contract. There was
12 a meeting at Ackerman McQueen. I wasn't at it.
13 Nor have I ever seen his contract to this day.
14 Q. Well, do you remember being at a meeting
15 in Dallas at Ackerman McQueen's offices with a
16 number of other people that I think would have
17 included not only yourself but Tony Makris, Steve
18 Hart, Angus McQueen, Revan McQueen, Woody
19 Phillips, and Melanie Montgomery?
20 A. I left before Ollie showed up.
21 Q. So you were at the meeting for a period
22 of time and then --
23 A. I left.
24 Q. -- left before --
25 A. I remember being -- I don't know about

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1 all those people, but I remember being at Ackerman
 2 McQueen, and I remember they were going to have a
 3 meeting with Ollie, and the convention was going
 4 on and I had other things -- a million other
 5 things to do, and I said, I've got to go, and
 6 left.
 7 Q. Okay. Got it.
 8 So if I could just take you to page 2 of
 9 this, and under "Options," which is number 1 --
 10 A. Right.
 11 Q. -- it says, "A, direct employee of AM or
 12 MG."
 13 A. Right.
 14 Q. Do you see that?
 15 A. Yes.
 16 Q. It says, "Preferred." Is AM -- would
 17 that be Ackerman McQueen?
 18 MR. COLLINS: Objection.
 19 Q. If you know.
 20 A. Well, I mean, I think it's --
 21 MR. COLLINS: If you know, sure. If you
 22 know, but otherwise --
 23 A. I think it's pretty obvious it would
 24 have been.
 25 Q. Do you know who MG would be?

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1 MR. COLLINS: Objection.
 2 Q. Would that be Mercury Group?
 3 MR. COLLINS: Same objection, since he
 4 testified he has never seen this document before.
 5 A. I think it's probably Mercury Group.
 6 Q. Okay.
 7 Then if I could just take you down to 4,
 8 and, again, maybe you could try to go to your
 9 recollection, but it talks about option A and
 10 option B in terms of compensation.
 11 A. Right.
 12 Q. And it seems to lay out a dollar amount
 13 for three successive years, year one, year two,
 14 and year three. Do you see that?
 15 A. Yes, I do.
 16 Q. Do those numbers seem consistent with
 17 the discussions that you recall having with
 18 Lieutenant Colonel North?
 19 A. The discussion I had with Colonel North
 20 was I knew that he was going to require -- because
 21 he -- he said so, and I think I --
 22 Q. I'm sorry, he said so? He --
 23 A. He told me at that meeting and said --
 24 that Millie was in, too -- that his contract with
 25 Fox was somewhere in the \$2.5 million range, and

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1 his comp- -- whatever was worked out, his
 2 compensation would have to fall somewhere within
 3 that range.
 4 Q. Okay. So that seemed to be the range of
 5 money that he was asking for --
 6 A. Correct.
 7 Q. -- with his contract with Ackerman
 8 McQueen that would be reimbursed by the NRA?
 9 A. Correct.
 10 Q. Okay.
 11 A. And I actually thought -- and I was
 12 wrong on this, but I actually thought, gosh, you
 13 know, one of the issues with raising money is
 14 always direct mail signatures. I actually thought
 15 that if Ollie became president, I could get him to
 16 sign letters, and we could probably raise a lot
 17 more money than that on his signature as
 18 president, which it turned out it didn't work out
 19 that way but ...
 20 Q. Was he successful in terms of bringing
 21 in money to the NRA, getting contributions?
 22 A. Not really.
 23 Q. Did he work at that effort?
 24 A. He did -- he did -- again, I didn't
 25 follow his schedule. I know he went to some

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1 meetings asking for donations. I'm sure there
 2 were some that came in, but I don't think it was
 3 anything substantial. And the signature did not
 4 appear to be working in the mail, which, in all
 5 honesty, really surprised me because I thought it
 6 would. And direct mail signatures are golden.
 7 Q. Understood.
 8 (Exhibit 2 was marked for identification
 9 and attached to the deposition transcript.)
 10 BY MR. SCHERTLER:
 11 Q. Let me show you Exhibit number 2. What
 12 I'll do is -- these are always available for you
 13 to look at. I'll just keep them right here so
 14 they're not in your way.
 15 So, again, please take your time and
 16 look at it. Let me know when you're done.
 17 A. Okay. All right. It's a popular
 18 committee meeting, a lot of people.
 19 (Document review.)
 20 Okay.
 21 Q. So, are you -- this is -- is it fair to
 22 say that this is a report of the audit committee
 23 meeting September 8th and 9th of 2018?
 24 A. It is.
 25 Q. Would you have been present at this

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1 meeting?
2 A. I was not present.
3 Q. And you are not a member of the audit
4 committee.
5 A. I'm not a member of the audit committee.
6 Q. Are you familiar with this document?
7 A. This is the first time I've read this
8 document.
9 Q. Okay. The second page has a reference
10 to what appears to be a discussion about Oliver
11 North.
12 A. Correct.
13 Q. And it says, "Whereas, on or about
14 May 15th, 2018, Lieutenant Colonel North entered
15 into a contract with Ackerman McQueen, the AMc
16 contract which remains in force at this time and
17 in which Lieutenant Colonel North has a
18 substantial financial interest."
19 Do you see that?
20 A. Yes.
21 Q. Is that fair to say that that
22 information had been presented at the
23 September 8th-9th, 2018, audit committee meeting
24 to the audit committee?
25 MR. COLLINS: Objection, since he said

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1 he has not seen this before.
2 Q. Does the audit committee issue reports
3 on the things that it discusses and approves, as a
4 typical business plan?
5 A. I think they -- I think they do.
6 Q. Let me ask you this. Were you aware
7 that at some point in and around September of
8 2018, that the audit committee did approve
9 Lieutenant North's contract with AMc?
10 A. There -- I am aware that there was a
11 constant back-and-forth between the Brewer law
12 firm and the audit committee and Colonel North,
13 and also myself, where -- and, I mean, I don't
14 know what the audit committee saw at this meeting.
15 All I know is I kept going to Ollie all the way
16 through, starting probably about November of 2018,
17 December of 2018, which would be after this
18 meeting --
19 Q. After that, right.
20 A. -- even January and February of 2019,
21 telling Colonel North, you need to show your
22 contract to the audit committee because they --
23 they haven't seen it, and you need to disclose
24 your contract to the audit committee.
25 Q. Okay.

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1 A. And I mean -- and I kept saying,
2 Colonel, I'm just trying to protect you. Under
3 New York State law, your contract needs to be
4 shown to the audit committee. They need to see
5 it. I said, they haven't seen it, and you need to
6 show it to them. And there was this dispute that
7 Ollie said, well, Ackerman McQueen doesn't -- will
8 not release -- let my contract be shown to
9 anybody.
10 And then there were other reasons as to
11 why Ollie didn't want his -- and this thing -- all
12 I was -- my only interest in being involved with
13 it is I was trying to protect Ollie. I knew that
14 under New York State law his contract had to be
15 shown -- needed to be shown to the audit
16 committee, and I couldn't understand why in the
17 heck -- I kept -- I kept telling him, you've got
18 to show it, you've got to show your contract to
19 the audit committee. And it just kept not
20 happening.
21 Q. Let me ask you, these are personal
22 entreaties one on one that you're making to
23 Lieutenant Colonel North?
24 A. Yes, yes.
25 Q. And multiple times you asked him for it?

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1 A. Multiple times. I also told him
2 multiple times I -- because we were friends. I
3 told him multiple times. I said -- I said,
4 Colonel -- and at times I even gave him -- I put
5 it in memo form, and I said, I know you're going
6 to get mad at me for giving you this, but I have
7 to give you this to cover myself but also to cover
8 you. I said you -- you can -- you are the
9 president of the National Rifle Association. You
10 are not the executive vice president charged with
11 managing the day-to-day affairs of this
12 association, and you cannot keep interfering in
13 all of the day-to-day affairs going on in terms of
14 the day-to-day management of the NRA. That's my
15 job. And you need to stay out of it to protect
16 yourself, but it's also my job, not yours, but you
17 also need to disclose your contract to the audit
18 committee.
19 And I -- and he would go, "I get it. I
20 get it." And then the next week would start, and
21 the same patterns would happen all over again.
22 Q. Let me ask you a couple questions about
23 this, if I could go to this document. It does
24 appear from the document itself that Steve -- that
25 if I'm correct, it's -- the audit committee met

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1 at -- I'm going to page 1, the very top. It said
2 it met at NRA headquarters -- I'm sorry, let me go
3 to it -- the Gateway, Arlington, Virginia. And it
4 talks about the people in attendance.
5 Now, included in that appeared to be
6 Steven Hart, who is an attorney, correct?
7 A. Correct.
8 Q. Sarah Rogers. Do you know who she is?
9 A. She works for the Brewer law firm.
10 Q. So she's a lawyer with the Brewer law
11 firm, correct?
12 A. Correct.
13 Q. And the Brewer law firm, I think you
14 said earlier, was brought in to help make sure
15 that the NRA was in compliance --
16 A. Right.
17 Q. -- with whatever regulations and rules
18 the New York legislation had, correct?
19 A. That's correct.
20 Q. So we have got a lawyer from the Brewer
21 law firm here.
22 Who is Travis Carter? He's also
23 present.
24 A. Travis Carter is -- the Brewer law firm
25 has a public relations division, and he works with

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1 the public relations -- the press division of the
2 Brewer law firm.
3 Q. Okay. So two representatives of the
4 Brewer law firm here.
5 When I look at the paragraph related to
6 Oliver North -- and, again, recognizing that
7 you're not there, but just reading the document
8 itself, which appears to be the minutes of that
9 meeting, it says, "The audit committee has
10 determined -- has therefore determined that it is
11 fair, reasonable, and in the best interest of the
12 NRA to approve and ratify Lieutenant North's --
13 Lieutenant Colonel North's continued participation
14 in the AMc contract during his service on the NRA
15 Board and as an NRA officer."
16 Do you see that?
17 A. Uh-hmm.
18 Q. So understanding you're not president,
19 would this -- if you were to read this document,
20 would that mean that it looks like the audit
21 committee is approving Lieutenant Colonel North's
22 contract with Ackerman McQueen and allowing him to
23 continue to serve as an NRA director and officer?
24 MR. COLLINS: I'm just going to object
25 since he said he's never seen this document before

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1 and did not attend the meetings in question. And
2 also I notice that -- I guess you're talking about
3 the September 6th meeting, right, not the
4 July 30th?
5 MR. SCHERTLER: Yes, I am talking about
6 the second page where -- under "Oliver North."
7 That would be the September 6th meeting, correct.
8 MR. COLLINS: So subject to those
9 objections ...
10 A. I think you could certainly read it that
11 way and assume it that way. What obviously
12 happened afterwards, though, is the audit
13 committee reconsidered and the Brewer law firm
14 reconsidered or looked at it again, and our
15 general counsel's office looked at it again, and
16 they realized that they actually had to see the
17 Ollie North contract and go through the provisions
18 of it, and they had not done that. And that
19 became -- that became an issue. That's how I got
20 involved with trying to beg Ollie to just give
21 them your contract.
22 Q. Let me ask you this. Here we have what
23 appears to be the audit committee approving Oliver
24 North's contract with AMc.
25 A. Right.

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1 Q. What -- and I think maybe you said, and
2 correct me if I'm wrong --
3 A. Sure.
4 Q. -- but I think you said you did not know
5 what information that the audit committee had
6 before it regarding Oliver North's contract with
7 AMc at this time.
8 A. Yes, I didn't go to this -- I didn't
9 attend this meeting.
10 Q. So you don't know what information they
11 were going on when they talked about Oliver
12 North's contract with AMc.
13 A. I don't. All I know -- all I know is at
14 some point after this it became an issue that the
15 audit committee needed to actually see the
16 contract, and nobody had seen the contract.
17 Q. So let me ask you something. Why
18 wouldn't the audit committee have asked to see the
19 contract before they approved and ratified it?
20 MR. COLLINS: Objection. Assumes facts
21 not in evidence.
22 Q. Do you know that?
23 A. I honestly don't know the answer to
24 that.
25 Q. And especially if the Brewer law firm,

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1 in charge of compliance and making sure that you
 2 were following all the regulations of the New York
 3 State Attorney General, why wouldn't they say,
 4 hey, we're the lawyers here, and we need to see
 5 this contract, audit committee, before you approve
 6 it?
 7 MR. COLLINS: Objection.
 8 Q. Why didn't they do that?
 9 MR. COLLINS: Objection. Assumes facts
 10 not in evidence. He doesn't know what he did. He
 11 said he didn't attend this meeting.
 12 MR. SCHERTLER: Wait. I mean, you don't
 13 know what he knows. I don't object to your
 14 objection, but why don't you let him say what he
 15 knows or doesn't know. If he doesn't know the
 16 answer --
 17 MR. COLLINS: Right. I'm just saying,
 18 my objection is it's an unfair question because
 19 he's already told you he wasn't at the meeting.
 20 BY MR. SCHERTLER:
 21 Q. Did you ever ask anybody, guys, why
 22 didn't you get the contract before you approved
 23 it? Instead of going to Oliver North, why didn't
 24 you go to the committee and say, did you all know
 25 enough about this contract when you approved it --

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1 A. Because that was really not my role to
 2 do that.
 3 Q. Okay. So just the next page, number 2,
 4 this is -- number 2 refers to Marion Hammer. Is
 5 this the retroactive approval by the Board of the
 6 contract that you had signed with Ms. Hammer?
 7 A. Yes, I think it is.
 8 Q. And it also appears that -- so, I wanted
 9 to ask you this. We talked about Woody Phillips a
 10 little bit before.
 11 A. Right.
 12 Q. Can you go to number 4 with Woody
 13 Phillips.
 14 A. Right.
 15 Q. What is the July 2018 sailing trip?
 16 A. I --
 17 Q. Are you aware of that?
 18 A. Yes, he purchased a -- at a charity
 19 event he purchased a sailing trip and disclosed
 20 it.
 21 Q. Purchased a sailing trip through use of
 22 NRA funds; is that fair to say?
 23 A. No, through his own money.
 24 Q. So he used his own money to go on a
 25 sailing trip?

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1 A. Correct.
 2 Q. And why was that an issue?
 3 A. It was an issue because the boat in the
 4 Mediterranean that he went on was owned by an NRA
 5 vendor.
 6 Q. David McKenzie?
 7 A. Correct.
 8 Q. And he paid David McKenzie for use of
 9 the boat out of his own personal funds?
 10 A. He bought it at a charity auction, but
 11 it needed to be disclosed.
 12 Q. Okay. But your understanding is that
 13 that wasn't paid for by NRA funds.
 14 A. Correct.
 15 Q. And I won't go into the rest of it, but
 16 it does look like, with respect to something
 17 called HomeTelos and Josh Powell, there are,
 18 again, retroactive approvals by the Board of --
 19 A. Correct.
 20 Q. -- transactions that somehow might have
 21 qualified as related party transactions, right?
 22 A. Correct.
 23 MR. COLLINS: Objection.
 24 THE WITNESS: Can I answer?
 25 MR. COLLINS: Yes.

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1 A. Yes, that's correct.
 2 Q. Charles Cotton, is he still the chairman
 3 of the audit committee?
 4 A. He is. He is still the chairman.
 5 MR. COLLINS: David, we've been going
 6 about an hour. Can we take a break?
 7 MR. SCHERTLER: By all means.
 8 MR. COLLINS: Thank you very much.
 9 MR. SCHERTLER: By all means. Take a
 10 short break.
 11 THE VIDEOGRAPHER: Going off the record.
 12 The time is 14:32.
 13 (A brief recess was taken.)
 14 THE VIDEOGRAPHER: We're going back on
 15 the record. The time is 14:58.
 16 BY MR. SCHERTLER:
 17 Q. Okay. Back on the record, okay?
 18 A. Okay.
 19 Q. And we were talking about Oliver North
 20 and the Board's approval -- the audit committee's
 21 approval of his contract.
 22 A. Right.
 23 Q. I think what you indicated to me is that
 24 sometime after that approval you were being asked
 25 to try to obtain a copy of the contract.

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1 A. I knew after -- sometime after this
 2 meeting it became -- it became an issue that --
 3 with the audit committee and with the Brewer law
 4 firm, that in order to be in compliance with New
 5 York State law, the audit committee needed to see
 6 the contract, and with our general counsel, that
 7 they had not seen the contract. So I, as his
 8 friend, kept going to Ollie, saying, look, you
 9 just need to show it to him. You just need to
 10 show it. You need to show him the contract.
 11 Q. Okay. So let me ask you about a couple
 12 of things to see if you know about it.
 13 A. Okay.
 14 Q. We just looked at the audit committee
 15 meeting on September 8th and 9th of 2018, I
 16 believe it is.
 17 A. Right.
 18 Q. Were you aware of the fact that Steve
 19 Ryan, an attorney representing Ackerman McQueen,
 20 met with Steve Hart on September 25th of 2018,
 21 just a couple weeks later, and showed Mr. Hart the
 22 actual contract between AMc and Lieutenant Colonel
 23 North?
 24 A. No, I don't think I was aware of that.
 25 MR. COLLINS: Can I just -- one comment.

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1 Was the meeting on the 8th or 9th or was it on the
 2 6th and then the meeting minutes are the 8th and
 3 9th? Okay. You had mentioned that it was the
 4 meeting on the 8th or 9th.
 5 MR. SCHERTLER: I'm just going by what
 6 the document says. It says that the -- but you're
 7 right, it says, "The audit committee met on
 8 September 6th." So I stand corrected. It looks
 9 like the notes may have been --
 10 MR. COLLINS: Okay. Just so we're on
 11 the same page. Thank you.
 12 BY MR. SCHERTLER:
 13 Q. Were you aware of the fact that on
 14 February 19th of 2019, some months later,
 15 albeit --
 16 A. Right.
 17 Q. -- that Josh Frazer also met with
 18 lawyers representing AMc and was able to actually
 19 view the contract between Oliver North and
 20 Ackerman McQueen and take notes on the specifics
 21 of the contract?
 22 MR. COLLINS: Objection. Maybe I heard
 23 wrong. I think you may have said Josh Frazer.
 24 MR. SCHERTLER: No, I'm sorry --
 25 MR. COLLINS: I think you said Josh

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1 Frazer.
 2 MR. GONZALEZ: John Frazer.
 3 MR. SCHERTLER: Is it John Frazer?
 4 Sorry.
 5 A. I'm going to give you an unclear answer,
 6 but I'm aware that -- I heard it both ways. I
 7 heard it that John Frazer had seen the contract
 8 and I heard that John Frazer had not seen the
 9 contract, and you would have to ask John Frazer.
 10 Q. Did you ask John Frazer?
 11 MR. COLLINS: You can say yes or no. We
 12 don't want to get into any conversations with
 13 counsel.
 14 A. If I did, which I discussed it, I would
 15 have told John Frazer, well, he's -- whatever, you
 16 got to get it to the audit committee. I think I
 17 may have done that. I mean, because I think -- I
 18 think John -- my memory is not real clear. I
 19 think John told me he --
 20 MR. COLLINS: Hold on one second. We
 21 don't want to get into any conversations between
 22 you and Mr. Frazer. It's the NRA's privilege, not
 23 yours.
 24 THE WITNESS: Okay.
 25

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1 BY MR. SCHERTLER:
 2 Q. Okay. So, you might be aware of the
 3 fact that John Frazer had actually viewed the
 4 contract in February of 2019. Don't get into what
 5 he told you, but did you have that knowledge?
 6 MR. COLLINS: Yes or no.
 7 A. I might have heard that he had.
 8 Q. Okay. So -- and are you aware that --
 9 so the first lawsuit that's filed against Ackerman
 10 McQueen is -- I believe is April 12th of 2019,
 11 requesting -- making the allegation that certain
 12 information hadn't been provided. You're aware of
 13 that lawsuit?
 14 A. I'm aware of that lawsuit.
 15 Q. Were you also aware of the fact that a
 16 day or two before that lawsuit was filed,
 17 Lieutenant Colonel North had actually provided the
 18 actual written contract to people at the NRA?
 19 A. I -- this is April what date?
 20 Q. So the lawsuit was filed on April 12th,
 21 and on April 10th or 11th, Lieutenant Colonel
 22 North had sent a copy of his contract to the NRA.
 23 A. You know, there was so much confusion
 24 surrounding at that point as to what was going on
 25 with everything, I -- and it's not my role to be

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1 in the middle of it. I -- I don't know whether
 2 Ollie had given his contract at that point to the
 3 audit committee or not. He might have, he might
 4 not have, is the honest truth. I'm not sure.
 5 Q. Okay.
 6 A. All I know is the whole thing was an
 7 ungodly mess at that point, and people were all
 8 over the board on everything.
 9 Q. Okay. Let me take you back in time a
 10 little bit. Getting into March of 2019, were you
 11 aware that on March 22nd, on or about March 22nd,
 12 2019 --
 13 A. Right.
 14 Q. -- that Steve Hart -- Steve Hart is the
 15 outside counsel to the -- he's counsel to the NRA
 16 Board, correct?
 17 A. Correct.
 18 Q. -- sent a memo to Lieutenant Colonel
 19 North as well as the first and second vice
 20 presidents for the NRA. Let me stop you there.
 21 Who would the first and second vice
 22 presidents for the NRA be?
 23 A. It would be Richard Childress and
 24 Carolyn Meadows.
 25 Q. Okay. So, sent a memo to Lieutenant

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1 Colonel North, Richard Childress, and Carolyn
 2 Meadows, advising them to ask the NRA Board audit
 3 committee to seek an independent outside review of
 4 legal fees being charged by the Brewer law firm to
 5 the NRA.
 6 A. And Steve sent this memo to --
 7 Q. Steve sent this memo to North,
 8 Childress, and Meadows.
 9 A. I was not aware that Steve sent that,
 10 although it doesn't surprise me because, going
 11 back -- going back -- this is one of the major
 12 issues of contention going back to probably
 13 April -- well, not April -- May, June, July,
 14 August, September, October, November of 2018 and
 15 then January, February of 2019, is under New York
 16 State law, the Brewer firm, working on compliance,
 17 was constantly trying to take a look at the
 18 records of Ackerman McQueen and were constantly
 19 getting stiff-armed in terms of not -- not looking
 20 at the records.
 21 And I -- I went through a whole --
 22 months and months of June, July, August,
 23 September, October, November, begging Ackerman
 24 McQueen, look, I don't think you've done anything
 25 wrong. You guys have done -- you just need to --

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1 you can't say we looked at every vendor but we
 2 didn't look at you. The New York State AG is
 3 going to laugh us out of the room, you know.
 4 And there was this ongoing battle over
 5 that that turned into an -- it turned from that
 6 into -- from Ollie -- into fire the Brewer firm,
 7 get rid of the Brewer firm, get rid of the Brewer
 8 firm. And I'm like, Ollie, I'm not -- Colonel,
 9 I'm not going to get rid of the Brewer firm. They
 10 were hired to get NRA into compliance with New
 11 York not-for-profit law, and you need to stop
 12 interfering with this because you have a conflict.
 13 I was begging Ollie over and over and over, stop
 14 interfering. You have a conflict.
 15 And then it switched from -- it switched
 16 from -- it switched from fire the Brewer firm to
 17 we want an independent audit of the Brewer firm's
 18 records. But Ollie told me, but, by the way,
 19 we've already got the people lined up to do the
 20 independent audit and everything else. And I'm
 21 like, yeah, I can see a railroad coming, and --
 22 you know, yeah. So I wasn't aware Hart wrote that
 23 memo.
 24 Q. So why would Hart write a memo
 25 recommending an independent outside review of the

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1 legal fees being charged by Brewer law firm --
 2 Hart, first of all, is the counsel for the Board
 3 of Directors, correct?
 4 A. Because --
 5 Q. And he's also the person that introduced
 6 the NRA to Bill Brewer.
 7 A. He hired Bill Brewer.
 8 Q. He hired Bill Brewer.
 9 A. That's correct. And -- because by that
 10 point in time, we -- we -- I mean, I've learned a
 11 lot of this privilege. Can I --
 12 MR. COLLINS: We don't want to refer to
 13 any conversation you had with an attorney. If you
 14 have an independent knowledge of what happened,
 15 you can testify about that. If we just want to
 16 take a second to talk about it outside the room of
 17 how we may have otherwise learned of it, we can do
 18 that real quickly, but otherwise, I instruct you
 19 not to reveal the substance of any communication
 20 you had with counsel.
 21 A. So the question again was?
 22 Q. The question again is, Steve Hart is the
 23 one in this March 22nd memo that appears to be
 24 recommending to Childress, Meadows, and North that
 25 the NRA audit committee seek an independent

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1 outside review of the legal fees being charged by
 2 the Brewer law firm.
 3 A. But by that -- by that point in time, I
 4 knew that for a number of reasons there -- a major
 5 rift had developed between Steve Hart and -- and
 6 he was -- he was on the train to Ausell to get rid
 7 of the Brewer law firm.
 8 Q. Steve Hart, you believe, was trying to
 9 get rid of Bill Brewer's law firm, the firm that
 10 he brought in?
 11 A. By that -- at that time. By that time.
 12 (Exhibit 5 was marked for identification
 13 and attached the deposition transcript.)
 14 BY MR. SCHERTLER:
 15 Q. All right. Let me show you -- let me
 16 just try to move down through this. This is
 17 marked for identification as Exhibit 5. It's --
 18 it looks like it's a March 22nd letter.
 19 It's a March 22nd letter addressed to
 20 Bill Brewer, and it's signed by Carolyn Meadows,
 21 Richard Childress, and Oliver North.
 22 A. Yes, this letter -- Carolyn Meadows,
 23 from what I understand from Carolyn, did not agree
 24 to sign and asked that her name be withdrawn.
 25 Q. So her signature -- she says her

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1 signature is a forgery on this?
 2 MR. COLLINS: Objection. Misstates the
 3 testimony.
 4 A. I just know what I said to be factual.
 5 Q. So this has her signature on it, though,
 6 correct, this letter?
 7 A. It has what appears to be her signature.
 8 All I know, that Carolyn --
 9 Q. So -- I'm sorry, go ahead.
 10 A. -- told me she never signed it, and I
 11 said, well, your signature is on it, and she said,
 12 well, I'm going to make sure it gets off of it.
 13 Q. What did she do to make sure it gets off
 14 of it?
 15 A. I think she called him up and she told
 16 him that she wanted her signature off of it.
 17 Q. Called whom?
 18 A. I think she probably called John Frazer.
 19 Q. Okay.
 20 What about Richard Childress?
 21 A. Richard's signature was on there.
 22 Q. Are you familiar with this letter? Have
 23 you seen it before?
 24 A. I have seen this letter before.
 25 Q. Okay. It says, "Dear Mr. Brewer, as you

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1 know, NRA policies and procedures require that any
 2 contract with a vendor or supplier in excess of
 3 \$100,000 be reviewed and approved by at least the
 4 president and either the first or second vice
 5 president."
 6 Do you know if that's an accurate
 7 statement of the NRA policies and procedures?
 8 A. Yes, I think that is an accurate
 9 statement of NRA policies.
 10 Q. Okay. And then they say, "In order to
 11 fulfill our fiduciary duties and ensure compliance
 12 with applicable NRA policies and procedures, we
 13 are requesting the following," and then it
 14 requests a number of -- so it says, "First, please
 15 submit proposed separate engagement letters to the
 16 NRA for each matter that you are handling for the
 17 NRA. These engagement letters should detail the
 18 specific tasks to be completed on each matter and
 19 a proposed budget for each matter."
 20 Is there anything in that request that
 21 sounds unreasonable to you?
 22 A. Yes. By this point it was obvious to
 23 the world that -- that Colonel North -- and
 24 Richard -- Richard did not like the Brewer -- Bill
 25 Brewer personally, but I honestly think Richard

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1 was just kind of riding in the boat, but he did
 2 sign the letter.
 3 But it was -- it was -- there was a
 4 major effort being undertaken by Ollie North to
 5 get the Brewer firm fired and -- and to -- because
 6 they were pursuing action against his employer or
 7 against who he had a contract with to do the TV
 8 show, in terms of trying to look at the records.
 9 And I kept telling him, you shouldn't be doing
 10 this, you have a conflict of interest, over and
 11 over and over to him, you shouldn't even be
 12 mentioning their name.
 13 And Ollie was demanding all the Brewer
 14 law firm bills be brought out of -- taken out of
 15 the NRA and being -- being brought out to Freedom
 16 Alliance, which is completely improper in terms of
 17 NRA policies. It's simply in an effort to try
 18 to -- to try to get the firm fired.
 19 And this matter in this letter was
 20 discussed by our general counsel, it was discussed
 21 by our audit folks, and it was also discussed with
 22 Morgan Lewis. And the Board determined or the
 23 general counsel determined -- our general counsel
 24 determined that, in fact, the Board had been
 25 notified because the entire Board was aware of the

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1 engagement with the Brewer firm, the fact that
2 they were undertaking all this work and the fact
3 the Brewer firm had actually done presentations to
4 the entire Board. So the -- that this -- the
5 point that Ollie was making -- that Colonel North
6 was making in this letter was not valid in terms
7 of trying to use it against the Brewer firm.
8 Q. Isn't -- forget about personal
9 motivations for a minute. What would be improper
10 about a law firm having an engagement letter that
11 would actually identify the matters on which
12 they're working? Wouldn't that be proper protocol
13 for a company hiring a law firm, to know exactly
14 what matters it's working on?
15 A. You know, you're getting way over my
16 head in terms of the legal aspects of this. All I
17 know is that our general counsel's office
18 determined that the engagement letter with the
19 Brewer firm was satisfactory and that it covered
20 the scope of work that was being done by the
21 Brewer firm.
22 Q. Okay. But now we're in a period of time
23 where the NRA is sending hundreds of letters to
24 all its vendors asking for all kinds of backup
25 information to support the charges that they're

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1 making to the NRA, correct?
2 A. Correct.
3 Q. Wouldn't the same principle apply with
4 equal force to a law firm that's providing legal
5 services?
6 MR. COLLINS: Objection. Assumes facts
7 not in evidence. Calls for legal conclusions.
8 Improper comparison.
9 THE WITNESS: Can I answer?
10 MR. COLLINS: Sure.
11 A. All the Brewer bills were vetted by the
12 general counsel's office. And the general
13 counsel's office will tell you they're probably
14 some of the most detailed bills the NRA receives,
15 and they were also vetted by the treasurer's
16 office and their people.
17 Q. Did you ever see them?
18 A. I did not.
19 Q. Do you know that Bill Brewer --
20 A. That's not my job.
21 Q. Understood.
22 But did you become aware that Bill
23 Brewer at some point, under whatever agreement he
24 had with the NRA, was receiving a flat fee of
25 \$1.8 million per month?

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1 MR. COLLINS: Objection. Assumes facts
2 in evidence.
3 A. I have not seen the Brewer bills. I'm
4 aware that the scope of the billing was large, but
5 they were also doing great work and a massive
6 scope of work for the NRA.
7 (Exhibit 6 was marked for identification
8 and attached to the deposition transcript.)
9 BY MR. SCHERTLER:
10 Q. Let me show you Exhibit number 6, if you
11 don't mind.
12 A. Sure.
13 Q. Exhibit 6 is a March 31st, 2019, letter
14 from Oliver North to you.
15 A. Yes.
16 Q. So let me ask you a couple things. In
17 the beginning paragraph he says, "In the spring of
18 2018" -- first of all, did you receive this
19 letter?
20 A. I did. He had it hand delivered to me
21 at the house.
22 Q. In spring -- "In the spring of 2018, you
23 urged me to accept your proposal that I be elected
24 president of the NRA and become host of NRATV
25 show. The plan for me to serve as NRA president

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1 and as an employee of Ackerman McQueen was your
2 idea, not mine. You asked" --
3 A. It was never my idea for him to become
4 an employee of Ackerman McQueen. I talked to him
5 about doing a television show for Ackerman
6 McQueen. I actually did not learn that he was an
7 employee of Ackerman McQueen until way, way, way
8 later on, which was probably about the time of the
9 annual meeting when all this stuff started to
10 become public.
11 Q. But you knew he was going to be paid by
12 Ackerman McQueen.
13 A. I did.
14 Q. And that the NRA would pay Ackerman
15 McQueen for whatever --
16 A. I did.
17 Q. -- it was paying Oliver North.
18 A. I did.
19 Q. Okay. Did --
20 A. Apparently, under -- I've learned all of
21 this later -- well, I learned it from the lawyers.
22 You don't want to talk about that.
23 MR. COLLINS: Yes. Just answer his
24 questions.
25 THE WITNESS: Okay.

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1 BY MR. SCHERTLER:
 2 Q. Let me just take you to the bottom of
 3 the page, and feel free to read the whole thing.
 4 I don't want to -- I want to make sure you have
 5 everything in context.
 6 A. Right.
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 14 Now, you would agree that at some point
 15 Oliver North was allowed to look at the amount of
 16 money that had been paid to the Brewer law firm.
 17 A. He was allowed to look at it by -- by
 18 our general counsel.
 19 Q. Okay. So he's now giving you the
 20 numbers of which -- the money had been paid to the
 21 Brewer law firm.
 22 A. Correct.
 23 Q. Now, you've never looked at the Brewer
 24 law firm bills yourself, correct?
 25 A. Correct.

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1 Q. But you -- you don't believe that these
 2 are an outrageous amount of money for --
 3 A. I don't. I don't. Not given the scope
 4 of work that they are doing. It is a massive
 5 amount of work the NRA has put on the Brewer firm
 6 going all the way from compliance to -- to all
 7 kinds of other issues that grew out of the New
 8 York Department of Financial Services viewpoint
 9 discrimination project and grew out of the
 10 Attorney General's pledge that she made during her
 11 campaign that, if elected, she considered the NRA
 12 a criminal enterprise, and, therefore, she was
 13 going to open an investigation against the NRA.
 14 So --
 15 Q. Criminal investigation?
 16 A. Before she was even elected, she said
 17 that during her campaign. I don't know whether
 18 she said criminal. She said investigation, I know
 19 that.
 20 And we, NRA, had the Brewer firm doing a
 21 massive amount of work, including dealing with
 22 folks inside that were declaring themselves as
 23 whistleblowers. Somebody had to go and run down
 24 all of those and find out whether there was any
 25 truth in it or not and then run down every one of

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1 those. [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]. Those bills were
 11 vetted by Lockton attorneys and outside counsel.
 12 Q. Why not -- why not have -- it didn't
 13 have to be who Oliver North was suggesting, but
 14 why not have an outside auditor look at Bill
 15 Brewer's invoices just to make sure that they were
 16 acceptable and within reason given the work that
 17 he was doing? What harm would that be?
 18 A. I think by this -- from what Ollie said
 19 to me -- from what Colonel North said to me, it
 20 was very, very clear to me, without any doubt,
 21 that Ollie wasn't concerned about bills. He
 22 wanted this firm fired, and he -- as I said
 23 before, he even told me they had the people set up
 24 that were going to do the audit of the bills.
 25 There was also concern among our general

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1 counsel -- can I say this?
 2 MR. COLLINS: Don't repeat the specific
 3 words of the specific conversations, but you can
 4 repeat the understanding.
 5 A. There was concern about privilege and
 6 going outside, and there was concern about
 7 privilege and what could be kept privileged and
 8 what could be not kept privileged in regard that
 9 these bills were so detailed.
 10 Q. So, you knew that that can always be
 11 solved by simply redacting certain information,
 12 right?
 13 MR. COLLINS: Objection.
 14 A. I'm not -- I'm not -- again, I'm not the
 15 lawyer. I just know what was going on.
 16 Q. Again, my question is, why, as the
 17 executive vice president, wouldn't you say, look,
 18 I may not use your suggested auditors, you know,
 19 Lieutenant Colonel North, but we will have
 20 somebody come in and we'll have somebody review
 21 the Brewer legal fees and make sure that they're
 22 reasonable given the scope of work?
 23 MR. COLLINS: Objection. Asked and
 24 answered, but go ahead.
 25 A. Because I was perfectly confident in my

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1 own legal staff that they were vetting all these
2 bills. I had numerous conversation that you're
3 looking at them all, and they're like, yeah, we're
4 looking at them all. Are you asking questions?
5 Yes, we're asking questions. Anytime we have a
6 question, we're calling up and we're asking them.
7 And I asked the same thing of our treasurer's
8 office, and I was satisfied with their answers.
9 The Board independently -- the audit
10 committee came to their own conclusions as to why
11 they felt it was inappropriate to do that separate
12 from me.
13 Q. But you never looked at the bills
14 yourself.
15 A. I didn't.
16 MR. COLLINS: Objection. Asked and
17 answered about three times.
18 (Exhibit 12 was marked for identification
19 and attached to the deposition transcript.)
20 BY MR. SCHERTLER:
21 Q. Let me show you Exhibit 12.
22 Again, after you have a chance to look
23 at it, please let me know if this looks -- if this
24 is a document that you've seen before.
25 A. I have seen this before.

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1 Q. It's a memo from Oliver North on
2 April 25th to John Frazer and William Davis,
3 correct?
4 A. Yes, that's correct.
5 Q. Is it correct -- fair to say that
6 William Davis at this point had taken over for
7 Steven Hart as the NRA --
8 A. That's correct. That's the name I
9 couldn't remember.
10 Q. And April 25, 2019, was on the eve of
11 the NRA annual convention in Indianapolis; is that
12 correct?
13 A. That's correct.
14 Q. And what Oliver North is doing in this
15 is -- it says -- he's asking for the "formation of
16 a crisis management committee." Do you see that?
17 A. I do.
18 Q. And he provides a number of reasons that
19 he believes supports the creation of such a
20 committee. Do you read that as well?
21 A. Yes, I sure do.
22 Q. Did you oppose the idea of a committee
23 to examine all of these issues that were
24 identified by Oliver North?
25 A. You know, by the time this letter came

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1 to light, I think most of our Board of Directors
2 considered it a sham. They considered it not
3 serious. They considered it posturing and -- and
4 just an extension of Colonel North's desire to
5 have the withdrawal -- lawsuit withdrawn against
6 Ackerman McQueen, which would have jeopardized the
7 very future of the NRA because the reason NRA had
8 to file that lawsuit is Ackerman McQueen would not
9 let NRA inspect its books.
10 And in order to protect the NRA from the
11 Attorney General of New York, the NRA had to
12 file -- appropriately file a lawsuit to show that
13 we in good faith tried to make an inspection of
14 their books.
15 Q. So that was the reason for the first
16 lawsuit against Ackerman McQueen?
17 A. Was to look -- to inspect their records
18 as NRA was entitled to under the contract and as
19 NRA had done throughout the entire building, and
20 with other vendors, so that if something -- not
21 that we thought anybody did anything wrong, but if
22 something needed to be self-corrected, we could
23 self-correct.
24 Q. So you had to get that information from
25 Ackerman McQueen to back up Ackerman McQueen's

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1 invoices to the NRA, but you didn't feel the
2 similar need to get backup information or conduct
3 an audit of the Brewer law firm's bills so that
4 you could support what you were paying them.
5 A. As I've said, the Brewer firm -- law
6 firm bills were all being -- were extremely
7 detailed, according to what the general counsel's
8 office and the treasurer tell me, they are
9 probably the most detailed bills we receive. They
10 are all vetted by the general counsel's office,
11 they are all vetted by the treasurer's office, and
12 they were satisfied -- we knew they were
13 satisfied.
14 Q. Who in particular in your general
15 counsel's office and your treasurer's office were
16 charged with reviewing the specifics of the Brewer
17 law firm bills?
18 A. John Frazer and Craig Spray.
19 Q. So those would be the two.
20 A. Correct.
21 Q. And those were the two you were relying
22 on in terms of telling you that the Brewer law
23 firm bills were specific, detailed, and reasonable
24 under the circumstances.
25 A. Particularly John Frazer.

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1 Q. On April 25th of 2019, you wrote what's
 2 now become a well-publicized letter to the NRA
 3 Board.
 4 A. Right.
 5 Q. In that letter I believe you referred to
 6 a call that Lieutenant Colonel North made to
 7 Millie Hallow. Is that fair to say?
 8 A. Yes, absolutely.
 9 MR. SCHERTLER: Could we go to Exhibit
 10 13.
 11 (Exhibit 13 was marked for identification
 12 and attached to the deposition transcript.)
 13 BY MR. SCHERTLER:
 14 Q. Sir (handing).
 15 Again, take your time to make sure you
 16 have a chance to review this.
 17 A. (Document review.)
 18 Q. So let me ask you a few questions about
 19 this letter if you've had a chance to review it.
 20 A. Sure.
 21 Q. At the very bottom of, I think it's the
 22 fourth paragraph, you say, "Yesterday, April 24th,
 23 2019, at approximately 2:58 p.m. Eastern Standard
 24 Time, Colonel North placed a telephone call to
 25 Millie Hallow, one of my most senior staff

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1 members. Millie returned the call and took notes,
 2 the substance of which appears below."
 3 Let me just stop you right there.
 4 So Millie did take notes of this call;
 5 is that correct?
 6 A. That's correct.
 7 Q. Did you see those notes?
 8 A. I did.
 9 Q. And do they still exist?
 10 A. They do.
 11 Q. Do you know where they are?
 12 A. They're -- they're in Millie Hallow's
 13 possession, and I assume they're in the possession
 14 of all of the lawyers.
 15 MR. SCHERTLER: Could we -- I think
 16 those would be responsive to some of our document
 17 requests.
 18 MR. GONZALEZ: They are.
 19 MR. SCHERTLER: Could we get those?
 20 MR. COLLINS: I just need to check on
 21 the status, yes.
 22 MR. SCHERTLER: But we're just -- like a
 23 specific little thing like the notes, you know, I
 24 don't need you to go through 50,000 documents.
 25 MR. COLLINS: Sure. At a break I'll

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1 check.
 2 MR. SCHERTLER: Thanks.
 3 MR. COLLINS: Or if you want to break
 4 now, I can check.
 5 MR. SCHERTLER: No, no, no, we don't
 6 have to break now.
 7 BY MR. SCHERTLER:
 8 Q. So she took detailed notes of her
 9 conversation with Oliver North.
 10 A. Correct.
 11 Q. I think you say that according -- the
 12 substance of those notes, which you describe in
 13 your letter, is that "Colonel North stated the
 14 purpose of the call was to relay the contents of a
 15 letter drafted by Ackerman McQueen."
 16 Do you know what letter he was referring
 17 to?
 18 A. Where are you?
 19 Q. I'm sorry, I'm on the last paragraph on
 20 page 1, where it begins, "Colonel North stated
 21 that the purpose of the call was to relay the
 22 contents of a letter drafted by AM," which I
 23 assume is Ackerman McQueen.
 24 A. Yes. Apparently there was -- apparently
 25 there was a letter drafted by Ackerman McQueen

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1 talking about the fact that they were going to --
 2 they were going to smear me.
 3 Q. Do you know what letter that is? Have
 4 you ever seen that letter?
 5 A. I have not, although I do know that -- I
 6 do know that -- excuse me. Let me take a drink of
 7 water.
 8 Q. Sure.
 9 A. I do -- I do know that Millie Hallow
 10 took very detailed notes of the conversation with
 11 Colonel North, and I also know that Carolyn
 12 Meadows, our now president of the NRA, also heard
 13 the conversation. So there was a witness present.
 14 Q. How did she hear the conversation?
 15 A. It was on speakerphone.
 16 Q. Was it taped?
 17 A. No, I don't think it was taped. But
 18 Carolyn also heard the conversation.
 19 I was also called to Chris Cox's room,
 20 and Chris Cox said to me, "Man, Wayne, you -- you
 21 need to withdraw that lawsuit against Ackerman
 22 McQueen." He goes, "You need to -- you need to --
 23 you need to go along with these guys. You need to
 24 alleviate the pressure." He goes, "If you don't,"
 25 he goes, "I've been talking to Dan Boren, and they

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1 are going to smear you to the point where you will
2 not be able to walk down the street."
3 Q. And Dan Boren was a member of the Board,
4 correct?
5 A. That's correct. And he was also --
6 that's correct, he's a member of the Board.
7 Q. So it says, "Unless you resign as
8 executive vice president of the association,
9 Ackerman will transmit this allegedly damaging
10 letter to the entire NRA Board."
11 That's what Millie told you she was
12 told?
13 A. That's what -- that's what Ollie --
14 that's exactly, apparently, what Ollie said, and
15 that's pretty much what Chris Cox told me, the
16 same information except --
17 Q. Chris Cox told you this in person?
18 A. Yes. He said, "Wayne, I want you to
19 come down to my room." I decided that it would be
20 better not to go down there without a witness. I
21 took Carolyn Meadows with me, and we both sat
22 there, and Chris is like, "Man, Wayne, you need --
23 you need to withdraw that lawsuit. You need to --
24 they're going to smear you. You need to -- you
25 need to -- you know, Ollie -- you need to do what

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1 they're saying, or they're going to smear you to
2 the point where you're not going to be able to
3 walk down the street." He goes, "They're going
4 to -- they're going to just smear you with stuff."
5 He goes, "And I'm telling you -- I'm telling you
6 as a friend," he goes, "that's what they're going
7 to do."
8 Q. This is Chris Cox.
9 A. Correct.
10 Q. Chris Cox was later fired, correct, by
11 you?
12 A. No. No, actually, what happened was I
13 re- -- I reappointed Chris -- even after all of
14 this, I reappointed Chris as executive director of
15 ILA at the Monday meeting after Ollie had left
16 town. After the extortion attempt came to light
17 and after Colonel North's conduct came to light
18 and after Carolyn Meadows relayed that she
19 overheard the conversation and all of that, I
20 reappointed Chris. And he was still in there when
21 I had the meeting two weeks later with Chris where
22 he was proposing becoming my chief of staff. And
23 it wasn't until the whole Dan Boren stuff came out
24 about -- that -- that involved Chris that we ended
25 up putting him on extended leave with pay while we

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1 investigated the matter. And then Chris actually
2 chose to resign from the organization.
3 Q. I see.
4 MR. COLLINS: Would you like a cough
5 drop or something?
6 THE WITNESS: No, I don't take those.
7 I'll drink some more water.
8 MR. COX: Do you need a break?
9 THE WITNESS: I'm okay.
10 MR. COX: Anytime you need one, just let
11 us know.
12 THE WITNESS: Thanks.
13 MR. COLLINS: Yes.
14 BY MR. SCHERTLER:
15 Q. So Ms. Hallow told you that Lieutenant
16 Colonel North told her that he could negotiate an
17 excellent retirement for you.
18 A. Correct. That's what he apparently told
19 Carolyn Meadows -- or told Millie Hallow.
20 Q. So let me ask you this. Why wouldn't
21 Lieutenant Colonel North not just -- about
22 something so seemingly sensitive, why not just
23 talk to you directly?
24 MR. COLLINS: Objection as far as him
25 speculating about what Mr. North thought.

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1 A. I think -- I think by this time Ollie
2 was deep in this extortion attempt and was right
3 in the middle of carrying it out, and I don't know
4 why. The last conversation I had with Colonel
5 North was in a meeting with the officers on
6 Wednesday of that week, when Millie was there,
7 Carolyn was there -- Meadows, Richard Childress
8 was there.
9 And, you know, up until the very end, I
10 was still actually trying to save Ollie. I mean,
11 I -- I was the most clueless person in the world
12 as to what was really going on with these guys,
13 but it became very apparent to me -- I had a
14 meeting with the chairman of the audit committee
15 when I went and talked to him a week before the --
16 a week or two before the annual meeting. And it
17 became very clear, based on talking with the
18 chairman of the audit committee, that --
19 Q. Who was the chairman of the audit
20 committee?
21 A. Charles Cotton.
22 Q. Okay.
23 A. -- that Ollie was going to attempt to
24 stack that committee, as is the president's
25 prerogative if he's reelected, and if Ollie

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1 stacked the committee, the -- he would be able to
2 carry out his purpose of -- which he shouldn't
3 have been involved with to begin with because he
4 had a conflict because he was being paid by
5 Ackerman, but he would be able to pay -- he would
6 be able to carry out his desire, which was to have
7 the Brewer firm, the firm charged with overseeing
8 compliance in terms of New York State
9 not-for-profit law, in trying to get everybody in
10 compliance, including Ackerman, that Ollie would
11 be able to then remove the existing audit
12 committee, which was not doing what Ollie wanted
13 them to -- him to do -- them to do.
14 The existing audit committee was
15 standing up to Ollie and saying, no, we're doing
16 what we think is right here, and standing up to
17 Ollie and not going along with his scheme because
18 by then they saw through all of this also. And --
19 I'm sorry, I forgot the question.
20 Q. No, no, so did I.
21 So, look, with respect to what Millie
22 Hallow tells you, when she refers to something
23 that Ackerman McQueen is going to do, that's all
24 hearsay coming from Ollie; fair to say?
25 MR. COLLINS: Objection.

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1 Q. You had no direct knowledge from anybody
2 at Ackerman McQueen that Ackerman McQueen was
3 going to send letters to the NRA Board, did you?
4 MR. COLLINS: Objection. I think it
5 misstates the evidence.
6 A. I -- can I just say something?
7 MR. COLLINS: Sure.
8 A. As far as I remember -- I know where I
9 was. My last conversation with Colonel North --
10 and this is pertinent to what I'm saying also --
11 was on that Wednesday meeting when I was in the
12 room with Colonel North, Carolyn Meadows, Richard
13 Childress, Millie was there, Nick Perrine may have
14 been in the room also. And, you know, this
15 ongoing conflict had been going on with Ollie
16 trying to get the Brewer firm fired, trying to
17 devise all of these different ways to make that
18 happen.
19 I kept telling him, "You have a conflict
20 of interest. The Brewer firm is in charge of
21 getting Ackerman in compliance."
22 That was an ongoing -- but when I --
23 when I finally decided that I could not support
24 Ollie for reelection was when I was meeting with
25 the chairman of the audit committee and the

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1 chairman of the audit committee said, "Wayne, if
2 Ollie gets reelected, I'm a dead man." He goes,
3 "I'm a dead man." He said -- and at that point I
4 realized, oh, my God, he's right. If Ollie -- I
5 already knew Ollie was working to stack the
6 committees. I had heard that from Nick Perrine.
7 And I'm like, oh, my God, that's right.
8 I really -- I really didn't care about
9 myself. I mean, I'll be 70 this year. But I
10 believed with all of my heart that if that lawsuit
11 was withdrawn against Ackerman McQueen, the NRA
12 was in the very real possibility of being put into
13 receivership by the AG in New York. She had
14 already done it to the Trump Foundation.
15 And I knew for a fact that if Ollie got
16 rid of the chairman of the audit committee and
17 stacked the audit committee, that they would do a
18 sham whatever on the Brewer firm, which was -- and
19 achieve Ollie's objective of getting rid of them,
20 and then the whole association would be vulnerable
21 to the AG in New York. And I wasn't -- I wasn't
22 going to let that happen.
23 So at that point, when Charles Cotton
24 said to me, "Wayne, if Ollie gets reelected, I'm a
25 dead man," that's when I determined I couldn't

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1 support Ollie to be reelected. And Ollie in that
2 meeting turned to me, and he said -- he said, "Are
3 you going to support me for president?" And I
4 said -- no, no. First he talked to me about it,
5 and he said, "What is the nominating committee
6 going to do?"
7 I said, "Colonel, I really don't know
8 what they're going to do. I'm not the nominating
9 committee. They can do whatever they want to do."
10 I said -- and then he said, "Yeah, but if you
11 support me, I get reelected." He said, "Are you
12 going to support me?" Then I looked him in the
13 eye, and I said, "No, I'm not."
14 And at that point after that, the
15 phone -- Millie's phone rang, and it was Dan Boren
16 on the phone, and Dan Boren started to relay this
17 stuff to Millie about what AckMc intended to do.
18 Q. I thought it was Oliver North that told
19 this to Millie.
20 A. No, there was a call that came to
21 Millie, I believe, from Dan Boren while Millie was
22 in the room with Colonel North. I'm pretty sure
23 of that. Then Oliver North later relayed it all
24 to Millie in that -- maybe a Wednesday
25 afternoon -- I think it was a Wednesday afternoon

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1 telephone call where he called Millie and --
 2 Millie's got extensive notes on it, boom, boom,
 3 boom.
 4 Q. Why is everybody talking to Millie and
 5 not you?
 6 A. I guess they chose to. I mean, Ollie --
 7 Ollie --
 8 Q. Does that make sense for everybody --
 9 A. Ollie had gotten to the point -- look,
 10 it became real clear at some point with Ollie that
 11 I thought what he was trying to do was improper.
 12 I thought he had a conflict of interest. I kept
 13 telling him that. And I kept telling him, "You're
 14 putting the whole association in jeopardy."
 15 So I think at some point Colonel North
 16 decided that -- he went from fire the Brewer firm,
 17 and then he went from the sham independent audit
 18 of the Brewer firm to I'm going to get Wayne. And
 19 he was hook, line, and sinker in on that.
 20 Q. So Dan Boren calls Millie Hallow,
 21 conveys similar information that Oliver North --
 22 A. Dan Boren apparently called Chris Cox
 23 and conveyed similar information.
 24 Q. But Dan Boren, I think you also said,
 25 just called --

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1 A. I think, yes, he called Millie Hallow
 2 during -- Millie got a call during the --
 3 Q. The meeting.
 4 A. -- the meeting, yes, I think so.
 5 Q. And then later, to convey similar
 6 information, Lieutenant Colonel North also calls
 7 Millie Hallow and tells her.
 8 A. Correct. In very specific terms.
 9 Q. And then she takes notes and tells you.
 10 A. And she took notes and not only told me
 11 but she told 35 or 40 members of our Board, which
 12 were all sitting in my room at that point.
 13 Q. Okay. So who is Millie Hallow?
 14 A. Millie is -- I don't know what her title
 15 is, senior assistant to the executive VP or
 16 something like that.
 17 Q. That's you.
 18 A. Correct.
 19 Q. How long has she had that position?
 20 A. I think she's had that title for
 21 probably a year or two.
 22 Q. Just a year or two?
 23 A. Yes, but he was basically functioning
 24 doing the same job before that.
 25 Q. How long?

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1 A. I think Millie started work at the NRA
 2 sometime in the '90s.
 3 Q. And you know she was convicted of a
 4 felony theft charge in D.C. back in '84, right?
 5 MR. COLLINS: Objection. Assumes facts
 6 not in evidence, but you can answer.
 7 A. I actually did not know anything about
 8 that until it came to light in -- somehow in the
 9 last month or two months or something like that.
 10 Q. Have you confirmed it or --
 11 A. I have not --
 12 Q. -- have people for you confirmed it?
 13 A. I have not done anything on that.
 14 Q. Have you asked legal counsel to check on
 15 it?
 16 A. I have not asked legal counsel to check
 17 on it.
 18 Q. Has that been reported to the NRA Board?
 19 A. Everybody saw the newspaper article. It
 20 was emailed all over the world.
 21 Q. Do you have any concerns that Millie
 22 Hallow might be embezzling money from the NRA?
 23 A. I don't.
 24 Q. Do you know how she paid for her son's
 25 wedding?

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1 A. I don't.
 2 Q. Do you know how -- do you know if she
 3 ever uses any NRA money for personal expenses,
 4 such as leasing a car or buying clothing or --
 5 A. I don't.
 6 Q. Did Mr. Brewer ever tell you that Millie
 7 Hallow was a serial larcenist?
 8 MR. COLLINS: Objection. Don't get into
 9 any conversations, the substance of any
 10 conversations you had with your counsel.
 11 THE WITNESS: Okay.
 12 MR. COLLINS: I think he's saying --
 13 THE WITNESS: Can I -- can I respond to
 14 his characterization of what he just said?
 15 MR. COLLINS: Well, I guess you can
 16 say -- the question was --
 17 MR. SCHERTLER: Well, if he responds to
 18 the characterization, then I can go into --
 19 MR. COLLINS: Right. So, yes, I think
 20 he said, did Mr. Brewer ever tell you.
 21 MR. COX: Yes.
 22 MR. COLLINS: I don't think there is a
 23 way you can answer that. You weren't asked
 24 whether you know whether she was or not.
 25 THE WITNESS: I don't know that. And

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1 can I answer whether Mr. Brewer ever told me that?
 2 MR. COLLINS: No, because then that's
 3 going to allow him to get into the substance of
 4 anything related to it.
 5 THE WITNESS: Okay, okay.
 6 BY MR. SCHERTLER:
 7 Q. Bill Brewer, you were introduced to him
 8 by Steve Hart. Is that my understanding?
 9 A. You know, it's possible I at some point
 10 shook hands with Bill or met him at some point
 11 down the road in the past. I mean, I think he --
 12 I know he was Angus' son-in-law. I know that
 13 there's a possibility, at some Ackerman McQueen,
 14 Mercury Group, Tony Makris meeting or something, I
 15 maybe shook hands with him. But Steve Hart hired
 16 him, you're correct.
 17 Q. Okay. And I think he entered into some
 18 kind of --
 19 A. And I really didn't know him before
 20 that, other than --
 21 Q. Well --
 22 A. I didn't know him at all other than
 23 maybe if I shook his hand at some point.
 24 Q. And I think, if I'm correct, does it
 25 sound accurate that he entered into an engagement

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1 letter to do work for the NRA sometime in March of
 2 2018?
 3 A. I think that's accurate.
 4 Q. Did you ever consider Mr. Brewer to be
 5 your personal lawyer?
 6 A. No.
 7 Q. And does he represent you in any
 8 personal capacity as far as you're aware?
 9 A. Not that I know of.
 10 Q. Has Mr. Brewer ever told you that he
 11 would keep you out of jail?
 12 A. No, I don't think he said that.
 13 Q. Do you recall ever telling Tony Makris
 14 that Bill Brewer told you that he would keep you
 15 out of jail?
 16 A. I do not remember telling Tony Makris
 17 that in those terms.
 18 Q. What did you tell Tony Makris?
 19 A. I remember Brewer talking -- now,
 20 there's a difference. Brewer --
 21 MR. COLLINS: Hold on a second. If
 22 you're talking about what you told Mr. Makris,
 23 that's one thing. But if you're talking about
 24 what Mr. Brewer told you or you told Mr. Brewer
 25 while he was counsel for the NRA, I will instruct

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1 you not to answer that. But if you're about to
 2 speak about a conversation you had with
 3 Mr. Makris, that's okay.
 4 Q. Can we go to your conversation with
 5 Mr. Makris. What did you tell him about Bill
 6 Brewer saying that he would keep you out of jail?
 7 A. I don't remember keeping me out of jail.
 8 I remember --
 9 Q. Do you remember saying --
 10 A. -- talking about -- with Tony about, you
 11 know, the fact that the A -- people needed to take
 12 this seriously, that the Attorney General could --
 13 you know, look what they did to the Trump
 14 Foundation -- could bring -- could bring criminal
 15 charges against the -- or civil -- or criminal
 16 charges against the NRA.
 17 Q. Do you ever recall telling anybody that
 18 you were afraid of being made out to be a Paul
 19 Manafort?
 20 A. I never said that. I never said
 21 anything close to that.
 22 Q. Do you recall ever telling Nader
 23 Tavangar that Bill Brewer promised that he would
 24 keep you out of jail?
 25 A. No, I don't remember telling Nader that.

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1 Q. Anything to that effect?
 2 A. I don't remember telling Nader that.
 3 Q. Did you have concerns at the time that
 4 you could be charged with a crime?
 5 A. I did not. But my job was to protect
 6 the National Rifle Association, and I have watched
 7 the AG in New York put the Trump Foundation into
 8 receivership. And my job -- I made the decision
 9 early on -- because I knew this was going to get
 10 ugly. I mean, no vendor likes to be looked at.
 11 Nobody likes to be looked at. And I made the
 12 decision early on, when I heard what the Attorney
 13 General said during her campaign, and -- that if I
 14 lost every friend I ever made, I was going to go
 15 down this path of protecting the National Rifle
 16 Association.
 17 And that meant looking at every
 18 employee, looking at every vendor, making --
 19 because New York had a self-correction provision
 20 where if you self-correct, under New York State
 21 law, you're okay. And the only way I could
 22 protect the NRA was to make sure that everybody
 23 got looked at and that if we needed to
 24 self-correct, we need to self-correct.
 25 That's how this whole thing started,

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1 was -- was when -- the very first conversation I
 2 had with Angus McQueen was when I said, "Angus, we
 3 need to look at your records." And he's like, "No
 4 one is going to look at our records." He said,
 5 "That's not happening. There is no one that is
 6 going to look at our records."
 7 And I said, "I don't think you've done
 8 anything wrong. It's just we need to look at
 9 records in order to" -- and he looked at me and he
 10 pointed at me, and he said, "Wayne, you're crazy."
 11 He said -- he said -- he said, "The AG in New York
 12 doesn't have any power over us. They don't have
 13 any power to come into Texas. They don't have any
 14 power to come into Oklahoma." He said, "The AG
 15 can't get to us." And he goes, "And that lawsuit
 16 that you filed against Governor Cuomo on viewpoint
 17 discrimination," Angus said, "he's probably
 18 popping the champagne corks, Wayne, and thinking
 19 what a fool you are and probably half -- you've
 20 done exactly what he's wanted to do. Don't you
 21 understand he loves it? Don't you understand he
 22 loves fighting the NRA? Don't you understand
 23 you've given him exactly what he wanted?"
 24 So, I mean, I mean, that -- that's what
 25 this is about. From the very first time, I -- I

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1 really did make the decision if this costs me
 2 every friend -- and I had so many people doing FUs
 3 to me over the phone that didn't want to have
 4 their records looked at, and -- but -- but the
 5 worst, and the one that never stopped, was Angus.
 6 I mean, you're not going to look at anything,
 7 we're not going to let you look at it, you know, a
 8 million cuss words. And I was begging him all
 9 summer. I was begging him into September,
 10 October, November, December, and I never got
 11 anywhere.
 12 Q. So I think what you said at some point a
 13 little bit earlier is that everybody, in your
 14 view, had to be looked at, right?
 15 A. Right.
 16 Q. Including the Brewer law firm?
 17 MR. COLLINS: Objection. It's been
 18 asked and answered.
 19 A. I have said over and over and over again
 20 that the Brewer law firm was -- everything was
 21 being looked at by our general counsel's office.
 22 Every bill was being vetted. They're the most
 23 detailed bills. And the Brewer firm was -- and
 24 also by our treasurer.
 25 And the Brewer firm was hired to bring

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1 the entire NRA to do a complete compliance
 2 review -- well, they were hired originally to do
 3 the Lockton case, and then that ended up morphing
 4 into -- into -- to deal with the Attorney
 5 General's investigation in New York, which was --
 6 you had the Department of Financial Services under
 7 Cuomo on one track, you had Letitia James on
 8 another track, and the Brewer law firm was doing
 9 the Lockton case, but then they were also doing
 10 the whistleblower -- running all those down, and
 11 they were also doing the compliance review within
 12 the NRA, including from internally and externally.
 13 And they were managing that project.
 14 Q. What would be the harm of an independent
 15 outside review, not an in-house review by your own
 16 lawyers, an independent outside review of the
 17 Brewer law firm's [REDACTED] a day?
 18 MR. COLLINS: Objection. I think it's
 19 been asked and answered a bunch of times. I can't
 20 give you a specific number, but I think we've been
 21 over this a while back over and over.
 22 At some time can we take a break when
 23 you have a logical point here.
 24 Q. If you can answer that question. Why
 25 not? What's the harm of doing an outside

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1 independent review of the Brewer law firm's
 2 \$1.8 million a month, which I think comes into
 3 almost [REDACTED] a day?
 4 MR. COLLINS: Again --
 5 Q. It's a lot of money.
 6 MR. COLLINS: Again, asked and answered
 7 before.
 8 MR. SCHERTLER: We note the objection.
 9 A. All --
 10 MR. COLLINS: Hold on a second.
 11 A. All of the --
 12 MR. COLLINS: I'm not cutting you --
 13 wait, hold on a second. Don't cut me off.
 14 MR. SCHERTLER: Speaking objections are
 15 not appropriate at a deposition. I understand
 16 your objection, and it's noted.
 17 MR. COX: It's getting to the point of
 18 harassment.
 19 MR. SCHERTLER: No, this is not to the
 20 point of harassment. I'll let you know when we
 21 get to the point of harassment.
 22 MR. COLLINS: All I'm saying is it's
 23 asked and answered. If you can answer that
 24 question there, please, if you can.
 25 A. All the Brewer law firm bills were being

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1 vetted by our general counsel's office. They were
 2 the most detailed bills we've received. Our
 3 general counsel's office was consistently asking
 4 questions --
 5 Q. You say "detailed," but you didn't see
 6 them.
 7 MR. COLLINS: Objection. Wait. You cut
 8 him off. He wasn't done.
 9 A. But that's --
 10 MR. COLLINS: Just a second. Don't cut
 11 him off, please. He won't cut you off. I won't
 12 cut you off. Go ahead, sir.
 13 A. That's what I was told by our general
 14 counsel, was that they were some of the most
 15 detailed -- the most detailed bills we received.
 16 Q. That's what your general counsel told
 17 you?
 18 A. That's correct. And --
 19 MR. COLLINS: Wait, let's not talk about
 20 what the general counsel has talked to you about,
 21 et cetera. Talk about the treasury, whatever.
 22 A. And they were reviewed by our
 23 treasurer's office. And I -- that was the
 24 appropriate procedure.
 25 Q. Okay.

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1 MR. SCHERTLER: Mike, did you want to
 2 take a short break?
 3 MR. COLLINS: If we could, yes.
 4 MR. SCHERTLER: Sure.
 5 Would you give me the total amount of
 6 time that we have.
 7 THE VIDEOGRAPHER: We're going off the
 8 record. The time is 15:58.
 9 (A brief recess was taken.)
 10 THE VIDEOGRAPHER: Going back on the
 11 record. The time is 16:15.
 12 BY MR. SCHERTLER:
 13 Q. Mr. LaPierre, welcome back.
 14 A. Thanks.
 15 Q. Emily Cummins, who is she?
 16 A. Emily Cummins worked in the treasurer's
 17 office.
 18 Q. For the NRA?
 19 A. Correct.
 20 Q. Did she report to --
 21 A. Our treasurer.
 22 Q. -- Woody Phillips?
 23 A. Woody Phillips.
 24 Q. Is she still with the NRA?
 25 A. She's not.

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1 Q. Do you know when she left?
 2 A. I believe sometime -- I don't know
 3 exactly when she left. She left sometime in 2018,
 4 I think. Late 2018, but I'm not positive.
 5 Q. Do you know why she left?
 6 A. I don't. She turned in her resignation.
 7 Q. Okay. I would like to show you Exhibit
 8 16. Would you take a look at that, please.
 9 (Exhibit 16 was marked for identification
 10 and attached to the deposition transcript.)
 11 BY MR. SCHERTLER:
 12 Q. First of all, again, let me ask you if
 13 you're familiar with this.
 14 A. Yes, I was shown this letter by counsel
 15 yesterday -- yesterday.
 16 Q. Okay. And -- so you've seen it. Before
 17 you were shown this by counsel yesterday, had you
 18 ever seen it before?
 19 A. I had not.
 20 Q. And the information that seems to be
 21 conveyed by Ms. Cummins in this memo, had that
 22 ever been expressed to you?
 23 A. No.
 24 MR. COLLINS: Yes or no so we --
 25 A. No. No, this had never been expressed

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1 to me.
 2 Q. So she says, "Ollie was right. And I'm
 3 standing up to say Oliver North was right to seek
 4 an independent, confidential review of Bill
 5 Brewer's NRA invoices and expenses."
 6 Do you see that in the first paragraph?
 7 A. I do see that.
 8 Q. This seems to be dated July 15th, 2019.
 9 Did you have any discussions with
 10 Ms. Cummins after she left the NRA?
 11 A. I have not had any discussions with
 12 Ms. Cummins at all -- I -- at all.
 13 Q. So this is the first time you've heard
 14 of her -- what appear to be her allegations
 15 against Mr. Brewer.
 16 A. Correct. I --
 17 Q. She says -- what was --
 18 MR. COLLINS: Hold on for the question.
 19 Q. What was her title when she was with the
 20 NRA?
 21 A. I'm not sure what her title was.
 22 Q. But she worked with treasury, right?
 23 A. She worked in our treasurer's office.
 24 Q. And the treasurer's office was the
 25 office that reviewed Bill Brewer's bills and said

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1 that they were good?
2 A. The treasurer's office did review Bill
3 Brewer's bills, and so did the general counsel's
4 office.
5 Q. Do you see where she says here toward
6 the bottom, third paragraph from the last, "I
7 witnessed what appeared to be unrealistic and
8 duplicative billing from Bill Brewer"?
9 Do you see that?
10 A. I do see that.
11 Q. And that would from -- coming from Emily
12 Cummins, who was in the treasury department that
13 was reviewing -- or that had access to Bill
14 Brewer's bills, correct?
15 MR. COLLINS: Objection.
16 A. That's what she says there on paper.
17 Q. Above that she says, "I witnessed Bill
18 Brewer compile what became known as burn books to
19 keep -- to accumulate enough knowledge of each
20 individual's pressure points in order to keep them
21 acquiescent."
22 Do you see that?
23 A. I see that. I don't know anything about
24 that.
25 Q. You've never heard of anything like burn

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1 books, have you?
2 A. I have never heard anything about that.
3 Q. Did you tell Angus McQueen that you felt
4 you were Bill Brewer's pawn?
5 A. No.
6 Q. She says that, at the second to last
7 paragraph, "I witnessed that Bill Brewer himself
8 created a 2018 cash flow crunch by interfering
9 with accounts payable to prioritize paying himself
10 immediately versus other NRA vendors that had been
11 providing goods and services for months without
12 payment, also jeopardizing the NRA's biweekly
13 staff payrolls."
14 Are you at all aware of the priority
15 given -- any priority, if any, given to Bill
16 Brewer's legal bills over other vendors to the
17 NRA?
18 A. I think Brewer's bills are prioritized
19 by the treasurer's office and they're paid by the
20 treasurer's office as they see fit.
21 Q. She says she "raised concerns about Bill
22 Brewer internally and with the Board audit
23 committee."
24 Were you aware of any concerns that she
25 raised with the Board audit committee?

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1 A. I was not in those audit committee
2 meetings. I don't know what she said to the audit
3 committee.
4 Q. So nobody from the audit committee ever
5 told you that this -- somebody --
6 A. No.
7 Q. -- in the treasurer's office is raising
8 issues about Bill Brewer?
9 A. No.
10 Q. So let me go to Exhibit 20. And I'm
11 just putting all the stuff here so that it's ...
12 (Exhibit 20 was marked for identification
13 and attached to the deposition transcript.)
14 BY MR. SCHERTLER:
15 Q. Exhibit 20 is a letter that appears to
16 be addressed to you from Bill Winkler. It's dated
17 April 22nd, 2019.
18 Are you familiar with this letter?
19 A. I am. This is one of them that they
20 were talking about trying to use to -- to smear me
21 with if I didn't comply with their extortion
22 attempt.
23 Q. Who? Who said that to you?
24 A. Ackerman McQueen.
25 Q. Ackerman McQueen told you this?

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1 A. This is what -- this is one of their
2 smear points.
3 Q. Right. But just to be clear, the
4 information you received about possibly being
5 smeared by somebody, whether it's Ackerman McQueen
6 or not, did not come from Ackerman McQueen. That
7 came from Oliver North or, I think you also said,
8 Dan Boren?
9 MR. COLLINS: I'm just going to object
10 because that has a false assumption.
11 Q. I'm just going based on your earlier
12 testimony.
13 A. Correct.
14 Q. You've never heard this directly from
15 anybody at Ackerman McQueen?
16 A. Correct, although I -- I've heard it
17 from Ollie North and I've heard it from --
18 indirectly through Millie and from Chris, from Dan
19 Boren.
20 Q. Right. I just want to make sure I have
21 the sources of your information correctly.
22 A. Right. Right.
23 Q. So -- so, look, this talks about "We
24 need to address your wardrobe. You required us to
25 provide specifically purchases at the Zegna store

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1 in Beverly Hills, California." Then he's got a
 2 chart that --
 3 A. Right.
 4 Q. -- admittedly goes from 2004 to 2017,
 5 but it totals up about \$275,000.
 6 A. Correct.
 7 Q. Is that chart accurate?
 8 A. I think it probably is.
 9 Q. Okay. And so is it fair to say that you
 10 did purchase clothing items from the Zegna store
 11 in Beverly Hills, California?
 12 A. Angus told me, "Wayne, get wardrobe. Go
 13 get wardrobe. Angus actually set up the billing.
 14 Angus actually -- my -- my job --
 15 Q. So I want to ask you a little bit about
 16 that, but let me just say, you're a big boy,
 17 right?
 18 A. Yes.
 19 Q. You're close to 70?
 20 A. Yes.
 21 Q. You can make your own decisions about
 22 what clothes you need and what clothes you don't
 23 need. You've been dressing yourself now for a
 24 number of years.
 25 A. You know, I am a brand spokesperson

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1 that -- for an association that has to raise
 2 hundreds of millions of dollars every year. I
 3 do -- I am the -- since 2004, I was the primary
 4 brand spokesperson. I -- honestly, I mean, when
 5 this came to light, I mean, I think it's -- it's a
 6 common practice. I didn't see anything wrong when
 7 Angus suggested that I get wardrobe. I -- our
 8 treasurer didn't see anything -- we thought it was
 9 perfectly appropriate, given all the TV
 10 interviews, media appearances, speeches, and
 11 everything I do, for them to provide wardrobe for
 12 me to --
 13 Q. Go ahead.
 14 A. -- at a place which regularly is used to
 15 dealing with those types of clients that are in
 16 public spokesperson roles for television, movies,
 17 whatever.
 18 Q. So -- so just to be clear, then, you did
 19 not think that expenditures of this amount at a --
 20 I think what is considered a high-end fashion
 21 store in Beverly Hills was excessive given the
 22 fact that you're spending money that comes in from
 23 small donors, primarily, who are supporting the
 24 NRA?
 25 A. My salary --

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1 MR. COLLINS: Objection.
 2 Q. My question is, you thought that was
 3 okay?
 4 MR. COLLINS: Objection. Misstates his
 5 testimony. Go ahead.
 6 A. My job is to go on TV and to do a great
 7 job defending the NRA and the Second Amendment
 8 against those who would destroy it. Part of that
 9 comes with looking good on TV in terms of your
 10 image. I'm not a professional at that. Ackerman
 11 McQueen, they are professionals at that. They
 12 were entitled with -- entrusted with managing my
 13 brand, managing my image in terms of those
 14 professional appearances.
 15 And that's why Angus suggested that "go
 16 get yourself wardrobe," and with the people that
 17 really knew what they were doing. They knew what
 18 fabrics look good on TV. They knew what ties look
 19 good on TV, what shirts look good on TV. And it
 20 was -- it's totally business related, and it
 21 suited me up to go out and fight the people that
 22 wanted to destroy the Second Amendment.
 23 Q. So did you --
 24 A. I didn't see anything wrong with it. I
 25 think it is -- if I had, I wouldn't have done it.

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1 I think if Ackerman McQueen thought there was
 2 something wrong with it, they wouldn't have done
 3 it.
 4 Q. So -- but you were the executive vice
 5 president of the NRA, correct?
 6 A. Correct.
 7 Q. So you could have always said, look,
 8 guys, I think this is just too much money to spend
 9 on clothing. I'm not going to spend this amount.
 10 Is that fair to say? You could have made that
 11 decision. You weren't beholden to Ackerman
 12 McQueen to buy the clothes that they thought you
 13 should buy, were you?
 14 A. But it was totally in keeping with my
 15 role as spokesperson.
 16 Q. I understand what you're saying but --
 17 A. I think it was -- Ackerman McQueen --
 18 MR. COLLINS: Please let him finish.
 19 A. Ackerman McQueen thought it was
 20 appropriate. They -- I thought it was appropriate
 21 given the amount of TV interviews and public
 22 appearances I had to do. And -- you know, they
 23 make it look like a huge amount, but you're
 24 basically -- it's basically covering 16 years.
 25 Q. I can assure you I haven't spent that

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1 amount of money on clothes in 16 years. I don't
2 have your position --
3 A. Well, I'll bet you haven't done hundreds
4 of television interviews either.
5 Q. Well, you might be surprised.
6 Let me just make a couple things clear.
7 It was your decision that this was appropriate,
8 correct?
9 A. It was Angus that told me, "Go get
10 wardrobe."
11 Q. So you do what Angus tells you to do.
12 MR. COLLINS: Objection. Let's slow
13 down.
14 A. I listen to the advice of the people
15 that are advising me on my brand and image, yes.
16 Q. But you ultimately have the
17 decision-making authority. You decide whether
18 you're going to buy \$275,000 worth of clothing or
19 whether you're going to buy \$100,000 worth of
20 clothing, right? That's your call.
21 A. I actually never even saw the bills.
22 What I would do is -- the way Angus had it set up
23 is he set up a direct billing with the store. All
24 I would do is go in, and I would look at a bunch
25 of suits they had laid out, a bunch of ties, and a

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1 bunch of shirts for TV. And they would go, "This
2 is what's going to look good." And I would go,
3 "Fine," and I would leave.
4 Q. So let me ask you how that works. So
5 usually if I walk into a store, and it's not
6 Zegna, but I have a credit card --
7 A. Right.
8 Q. -- and I look at the suit --
9 A. Right.
10 Q. -- and they say, "That's a nice-looking
11 suit, fits you well."
12 A. Right.
13 Q. "Where is your credit card,
14 Mr. Schertler," and I pay for it, right? Now, I'm
15 a lawyer --
16 A. Right.
17 Q. -- correct? And I have to dress up like
18 this every day.
19 A. Right.
20 Q. I have to buy my own suits.
21 A. Right.
22 Q. So even though I might think it's part
23 of my job to look good --
24 A. Right.
25 Q. -- I have to -- my suits are my personal

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1 expenses. So you walk into the Zegna store --
2 A. Right.
3 Q. -- and you say, "I need some suits." Is
4 that fair to say how it worked, "I need some
5 suits"?
6 A. I would go into the -- and Angus was
7 always aware.
8 Q. Was he with you?
9 A. No, he wasn't with me, but he was aware
10 every single time of the fact that we were doing
11 it.
12 Q. So just tell me how the -- I know you
13 keep kind of pawning this off on Angus. I'm just
14 asking you, you walk into the Zegna store, Angus
15 isn't with you, what do you tell the salesperson?
16 A. I would say that --
17 Q. Angus sent me?
18 A. No, I didn't say Angus --
19 MR. COLLINS: Objection.
20 A. They already knew --
21 MR. SCHERTLER: I apologize. I withdraw
22 it.
23 A. They already knew that this was being
24 done by the ad agency, and they would -- I would
25 walk in, and they would -- sometimes they would

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1 have them laid out. Sometimes they would show me
2 these fabrics, they would bring these ties, these
3 shirts, "This is what would look" -- there was a
4 period where Angus wanted me in light suits
5 because he thought that women responded better in
6 light suits. There was another period of time
7 where he thought my suits were outdated because
8 style -- style had changed. I mean, I --
9 Q. So let me just try to get it. I know
10 you're going into a long explanation. I don't --
11 A. Well, I'm just telling the truth.
12 Q. But you walk in and they either show you
13 some items or I think you said that they might
14 have items laid out for you.
15 A. Correct.
16 Q. Correct?
17 And then there are things that you would
18 take -- you would purchase and take from the
19 store, correct?
20 MR. COLLINS: Objection. Foundation.
21 A. Most of the time I did not walk out.
22 They ended up shipping them a couple -- at some
23 point.
24 Q. So there were things that you selected.
25 A. Based on their recommendations.

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1 Q. And then those -- those items, suits,
 2 ties, shirts, shoes, whatever, would be shipped to
 3 you, correct?
 4 A. Correct.
 5 Q. But you're saying that in the course of
 6 that, you never ever asked them, how much is this?
 7 A. I never saw the bills.
 8 Q. And you never, while you were saying,
 9 well, look, that's a nice-looking suit, I know you
 10 guys think it will look good on me, but can you
 11 just tell me how much that costs?
 12 A. You know, I never saw the bills.
 13 Q. I'm not asking if you saw the bills.
 14 I'm just asking you, if you're in the store --
 15 because that's the first thing I say to the guy.
 16 Hey, that's a beautiful suit, I know it will look
 17 good on me, but can you tell me how much it costs?
 18 You know, did you ask them how much it costs?
 19 MR. COX: This is getting argumentative.
 20 You're assuming --
 21 MR. SCHERTLER: No, I'm not. Hang on.
 22 Hang on.
 23 BY MR. SCHERTLER:
 24 Q. I'm asking the question, and all I'm
 25 asking for is a direct answer to the question.

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1 The question that I posed to you,
 2 Mr. LaPierre, and I apologize, but the question I
 3 posed is, did you ever ask the salespeople what
 4 the cost was for the items that you were
 5 selecting.
 6 MR. COLLINS: Yes or no.
 7 A. No, I didn't. And --
 8 Q. That's --
 9 A. And what I was more concerned about was
 10 what I was going to say on TV, what I was going to
 11 do, what the strategy was, and everything else.
 12 That's the stuff -- the clothes was something
 13 they're just suiting me up in to go out and fight
 14 the fight. And I'm like, yeah, that's fine, let's
 15 go.
 16 And I think they -- as I said, sometimes
 17 they wanted me in light suits, sometimes they
 18 wanted -- you've got to get new wardrobe because
 19 the styles change, particularly when -- one time
 20 when they took -- I had all these suits with
 21 shoulder pads in them, and the shoulder pads
 22 apparently -- the styles change so you can't go on
 23 TV anymore with those. I once had to reshoot an
 24 entire video with Angus because he didn't like the
 25 way the shirt looked that I had on. He was very

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1 particular about it.
 2 Q. Let me ask you this. Now, they ship --
 3 you've also said you never saw the bills. So what
 4 would happen to the bills as far as you knew?
 5 A. As far as I knew, they went to Ackerman.
 6 And then I -- they probably went to -- they went
 7 to our treasurer's office.
 8 Q. Let's just take this one step at a time.
 9 So the bills from Zegna would somehow be shipped
 10 or transmitted to Ackerman, correct?
 11 A. Correct.
 12 Q. So it would be a bill that said five
 13 suits, X amount of dollars.
 14 A. I'm sure that's true because Angus had
 15 it set up with -- here's the guy in accounting
 16 that the store needs to talk to.
 17 Q. So, in other words, you didn't have to
 18 present any form of payment at all. These bills,
 19 as you understood, went directly to Ackerman.
 20 A. Correct.
 21 Q. Now, these are clothes for you, correct?
 22 A. For business. They're not my personal
 23 clothes. I buy my personal clothes.
 24 Q. Okay. So the bill -- then your
 25 understanding is that the arrangement that you had

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1 worked out with Ackerman McQueen is that once they
 2 received the bills from Zegna, they would transmit
 3 those bills to the NRA for reimbursement?
 4 A. That's what I -- that's what I believe
 5 happened.
 6 Q. Okay.
 7 When the NRA got the bill from Ackerman
 8 McQueen for those Zegna bills, so the NRA was
 9 aware that these were for your clothing attire,
 10 correct?
 11 A. I'm sure that our treasurer was aware of
 12 that.
 13 Q. So your treasurer approved those
 14 payments.
 15 A. Yes, I asked. I didn't.
 16 Q. But do you know -- did you ever tell the
 17 treasurer, hey, look, you're going to get a bill
 18 from Ackerman McQueen for \$39,000 from Zegna?
 19 A. I never saw -- I never saw the bills.
 20 Q. And you never had any discussions with
 21 anybody within the NRA about those bills?
 22 A. The treasurer knew we were doing
 23 wardrobe through Ackerman McQueen.
 24 Q. Okay. Did you ever seek any advice as
 25 to whether or not those clothing purchases were

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1 actually personal income to you that you needed to
 2 report on your taxes?
 3 A. I did not.
 4 MR. COLLINS: Objection. Objection.
 5 You're going far afield. I'm not trying to cut
 6 you off. Obviously you're going far afield.
 7 Don't make any -- you can answer that
 8 question whether you did or not seek advice.
 9 A. I didn't seek advice. To me, this is
 10 all just a guy doing his job. I'm the brand
 11 spokesperson in front of the whole nation trying
 12 to raise hundreds of millions of dollars, and this
 13 is simply wardrobe to go out and do my job, what
 14 I'm hired to do.
 15 Q. Understood.
 16 So, just to be clear, then, the value of
 17 the approximately \$275,000 in -- that Ackerman
 18 McQueen claims was purchased in clothing from
 19 Zegna was never reported as income on your income
 20 taxes?
 21 MR. COLLINS: If you know.
 22 A. No. No, it wasn't.
 23 Q. Can I ask you to take a look at Exhibit
 24 21.
 25 A. Sure.

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1 (Exhibit 21 was marked for identification
 2 and attached to the deposition transcript.)
 3 A. (Document review.)
 4 Q. So, Exhibit 21, for the record,
 5 Mr. LaPierre, is an April 22nd letter that appears
 6 to be addressed to Tyler Schropp, again from
 7 William Winkler, but it also copies Craig Spray
 8 and Steve Hart.
 9 I guess the first thing I would ask is
 10 whether you have ever seen this before.
 11 A. I have not.
 12 Q. You have not seen this.
 13 A. I have not seen this.
 14 Q. Who is Tyler Schropp?
 15 A. He is our director of advancement that
 16 tries -- that is charged with raising -- raising
 17 money for the NRA and also managing the high donor
 18 programs for the NRA.
 19 Q. And he says that "At Wayne LaPierre's
 20 request, we issued you an American Express" -- I'm
 21 sorry, I'm pointing to the third paragraph. "At
 22 Wayne LaPierre's request, we issued you an
 23 American Express card with the intent to keep your
 24 business travel and entertainment confidential and
 25 secure."

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1 Let me just ask you, is that statement
 2 true?
 3 A. I don't remember ever asking Ackerman
 4 McQueen to issue Tyler Schropp an American Express
 5 card. It is possible our treasurer office did. I
 6 have no memory of ever asking Ackerman McQueen to
 7 issue Tyler Schropp's American Express card.
 8 Q. Why would --
 9 A. I -- well, go ahead.
 10 Q. Why would your treasurer's department
 11 possibly ask Ackerman McQueen to issue Tyler
 12 Schropp an American Express card?
 13 A. I believe our treasurer's office -- and
 14 our treasurer would have to answer for himself,
 15 but I believe our treasurer was worried about the
 16 fact that our advancement office was meeting with
 17 people that wanted their identities kept
 18 confidential, even though they supported the NRA,
 19 because they didn't want to be smeared by some of
 20 the people in the anti-Second Amendment movement
 21 and the media, nor have their company smeared. So
 22 they wanted their identities to be kept
 23 confidential, and our treasurer was worried about
 24 leaks from his own office and, therefore, felt
 25 that a much more secure way to do it would be to

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1 put these expenses under the advertising agency's,
 2 that would keep them confidential and secure.
 3 Q. So this sounds like something you were
 4 aware of, this effort to try to keep confidential
 5 expenses by the NRA by funneling them through
 6 Ackerman McQueen.
 7 A. I was aware that -- from our treasurer's
 8 office that the advancement expenses, some of
 9 them, were -- were under Ackerman McQueen. That
 10 has -- that has turned out to be -- which is why
 11 we so wanted to look at all the records of
 12 everyone. That's one of the things that we have
 13 self-corrected under New York State law.
 14 Q. Describe how you have self-corrected
 15 that. What did you have to do?
 16 A. Well, it doesn't happen anymore. We
 17 changed the process.
 18 Q. So, in other words, Tyler Schropp will
 19 now have an NRA credit card, not an Ackerman
 20 McQueen credit card.
 21 A. Correct. And under New York State law,
 22 that's one of the things we needed to
 23 self-correct, yes.
 24 Q. But this was a practice that essentially
 25 was approved by the NRA at the time it was

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1 occurring, to use an AMc Amex card for Tyler
2 Schropp to conceal --
3 MR. COLLINS: Objection. I would object
4 to the use of the word "conceal." That's not his
5 testimony.
6 Q. Not to conceal then?
7 A. It was -- it was done by our treasurer's
8 office, as far as I am aware, to try to protect
9 the identity of sensitive donors that might not
10 want their name leaked.
11 Q. And so would Tyler -- if you look at
12 these expenses, I mean, it ranges from Landini
13 Brothers in Alexandria to a variety of hotels,
14 Four Seasons in Houston; St. Regis in Houston;
15 Ritz-Carlton in Charlotte; United Airlines
16 charges; Meadowood Napa Valley, St. Helena.
17 I mean, as you can see, there are
18 just -- would these have been done for -- are
19 these expenses that would have been incurred by
20 other NRA members but paid for by Tyler Schropp on
21 this credit card?
22 A. I don't know. I've never seen this list
23 before. I don't see -- I don't see these types of
24 billings. They never come to me. They go to our
25 treasurer.

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1 Q. Okay. And you can't say whether
2 these -- you've never seen these before?
3 A. I've never seen these before.
4 Q. And you don't know what expenses on this
5 chart might be considered personal expenses as
6 opposed to --
7 A. I --
8 Q. -- business expenses?
9 A. I have never seen any of these before.
10 Q. Very good.
11 A. Until you just laid it out.
12 Q. Got it.
13 MR. COLLINS: Wait until he finishes his
14 question.
15 MR. SCHERTLER: I think he's doing
16 pretty good.
17 BY MR. SCHERTLER:
18 Q. So let me show you Exhibit 22.
19 (Exhibit 22 was marked for identification
20 and attached to the deposition transcript.)
21 BY MR. SCHERTLER:
22 Q. These are a lot of invoices. I would
23 just ask you to go through them.
24 And if I could try to summarize it, but,
25 obviously, subject to your review of the document,

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1 Exhibit 22 appears to be invoices from somebody
2 named Brady Wardlaw to Lacey Duffy at the -- to
3 Lacey Duffy. Do you know who Lacey Duffy is?
4 A. Yes. She works for Ackerman McQueen and
5 worked on a number of projects.
6 [REDACTED]
7 [REDACTED]
8 NRA Convention, Louisville, Kentucky" on the first
9 page.
10 A. Yes, I see it.
11 Q. Then there's a bill for about [REDACTED].
12 Do you see that at the bottom of the page 1?
13 A. I do see that.
14 Q. Then if you go to the next page, it
15 seems to list a number of expenses related to the
16 NRA Convention in Louisville, Kentucky that Brady
17 Wardlaw is charging Lacey Duffy. Do you see that?
18 A. Which page are you on?
19 Q. I'm just on page 2.
20 A. Okay.
21 Q. She's got meals, hotel folio. She's got
22 Uber charges. Then she adds that up to [REDACTED]
23 A. Right.
24 Q. That's May of -- it looks like May 25th
25 of 2016, according to the invoice.

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1 If you go to the third page, we're
2 now -- there's a September 13th -- I think it's
3 September 13th, 2016, invoice from Brady Wardlaw
4 to -- again, it's -- this one is addressed to
5 Hayley Holmes. Do you know who Hayley Holmes is?
6 A. I do. She works for Ackerman McQueen.
7 Q. Okay. [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED].
11 A. Yes, that would have been a -- that
12 would have been the Women's Leadership Forum
13 Retreat that was done in McLean, Virginia, with
14 women from all over the country.
15 Q. So I don't plan on going through the
16 rest of these, but there are various invoices --
17 A. Right.
18 Q. -- that appear to go from Brady Wardlaw
19 to someone at Ackerman McQueen, and for makeup
20 charges for Mrs. LaPierre, correct?
21 A. Correct.
22 Q. "Full-day makeup for Susan LaPierre."
23 A. Correct.
24 Q. I have to confess, I don't know what
25 that is, but is it -- tell us what's going on

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1 here. Maybe I could just ask it to you that way.
 2 A. Well, one, I don't know Brady -- I --
 3 Ackerman McQueen, I do know, provided makeup
 4 services for the Women's Leadership Forum events.
 5 Q. For your wife.
 6 A. And other women.
 7 Q. And other women of the NRA movement?
 8 A. And other women at the Women's
 9 Leadership Forum retreats. But for my wife also,
 10 as a -- who is a complete volunteer. I do know
 11 that Ackerman McQueen recommended the makeup, and
 12 they -- they set it up.
 13 Q. Do you -- was it your understanding that
 14 your wife had specifically requested Brady
 15 Wardlaw, knowing that she was actually a makeup
 16 artist who worked for several country-western
 17 music stars?
 18 A. I don't know whether she did or whether
 19 she didn't.
 20 Q. Okay. And what happened to these --
 21 what happened to these invoices once they went to
 22 Ackerman McQueen? Is it your understanding
 23 Ackerman McQueen paid these people, Brady Wardlaw?
 24 A. I don't believe my wife ever saw any
 25 invoices. My wife didn't do the contracting on

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1 the makeup, and she was told by Ackerman McQueen
 2 that they had to have makeup because it was being
 3 filmed for TV.
 4 Q. So just my -- I guess my question to you
 5 is, what is your understanding of what happened to
 6 these invoices once Ackerman McQueen received
 7 them?
 8 A. I don't know. I've never seen these
 9 invoices before. I don't know.
 10 Q. Do you know whether Ackerman McQueen
 11 paid them?
 12 A. I'm sure they probably paid them, or
 13 they -- or they sent them to NRA and the NRA paid
 14 them. Somebody probably paid them.
 15 Q. Would this have been a legitimate NRA
 16 expense?
 17 A. Absolutely.
 18 Q. Why would you run it through Ackerman
 19 McQueen and not just charge the NRA straight?
 20 A. Because Ackerman McQueen handled all of
 21 the -- again, I didn't set any of this up. I
 22 wasn't involved with it. I didn't do it. And I'm
 23 not saying that in an apologetic way in any way
 24 because it -- this Women's Leadership Forum,
 25 Ackerman McQueen handled the room setups. They

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1 handled the -- they handled the -- all of the
 2 invitations. They handled all the -- all the
 3 stuff for television, all the filming. They
 4 handled the whole production of the event,
 5 including the makeup and hair.
 6 Q. Who paid for it?
 7 A. Well, I assume Ackerman McQueen paid for
 8 it and then billed it to NRA because NRA was
 9 raising millions of dollars off of this.
 10 [REDACTED]
 11 [REDACTED]
 12 A. I have no idea.
 13 Q. Okay. Let me show you just briefly --
 14 A. I do -- I can give you one thing that I
 15 do know.
 16 Q. Sure.
 17 A. That the first time my wife ever saw any
 18 of these bills was when this whole thing about
 19 wanting to look at Ackerman McQueen's records
 20 started in terms of the compliance review for New
 21 York State and demanding to look at Ackerman
 22 McQueen's records. And for some reason, Ackerman
 23 McQueen spit out some of the Women's Leadership
 24 Forum's makeup charges. And my wife -- that's the
 25 first time she had ever seen any of the billings

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1 on it, and she thought that they were too high and
 2 she stopped Ackerman McQueen from doing any more
 3 of that for the annual meeting in Indianapolis.
 4 (Exhibit 23 was marked for identification
 5 and attached to the deposition transcript.)
 6 BY MR. SCHERTLER:
 7 Q. Okay. Just briefly, take a look at
 8 that, please.
 9 Again, I won't -- this is Exhibit 23.
 10 These are invoices from a person named Debbie
 11 Dover. Do you know who Debbie Dover is?
 12 A. I --
 13 MR. COLLINS: Hold on one second. I'm
 14 going to object to the use of this one and
 15 actually the one prior document since they were
 16 not produced until yesterday, is my understanding,
 17 I could be corrected, and we do not believe it's
 18 appropriate to use these documents, that they were
 19 only produced yesterday about 3:00 in the
 20 afternoon.
 21 MR. SCHERTLER: Okay. Well, you have
 22 them, right?
 23 MR. COLLINS: Oh, yes, exactly, but it's
 24 also --
 25 MR. SCHERTLER: I'm just going to ask

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1 him some questions about it. I understand your
2 objection.
3 MR. COLLINS: Sure.
4 BY MR. SCHERTLER:
5 Q. So who is Debbie Dover?
6 A. I don't know who Debbie Dover is. I
7 mean, from your previous discussion, you're
8 probably talking about hair and makeup again, but
9 I -- I don't know Debbie Dover.
10 Q. Okay. No further questions on that.
11 (Exhibit 25 was marked for identification
12 and attached to the deposition transcript.)
13 BY MR. SCHERTLER:
14 Q. Let me show you Exhibit 25.
15 Did there ever come a time when you were
16 considering in 2018 purchasing a home in Dallas,
17 Texas?
18 A. I was never considering purchasing a
19 home in Dallas, Texas.
20 Q. You like Virginia better.
21 A. I -- are you talking about me
22 personally? I was never considering purchasing a
23 home in Dallas, Texas.
24 Q. Was anybody considering purchasing a
25 home in Dallas, Texas?

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1 MR. COLLINS: Objection to Dallas,
2 Texas.
3 Q. Well, in the Dallas, Texas area.
4 A. After the Parkland shootings, we had
5 received so many death threats and so many
6 threats, that our security people told me and my
7 wife that we needed to stay out of town until they
8 ran these threats down.
9 Q. The town being where you live in
10 Virginia.
11 A. In Virginia. Until they ran these
12 threats down.
13 We were doing that and staying out of
14 town. We ended up in the offices of Ackerman
15 McQueen for a business meeting. Angus McQueen
16 said in that meeting, knowing what we had been
17 doing and knowing the problem of the -- the
18 security problem, he -- I mean, I remember like
19 yesterday, he's like, "Wayne, nobody can live like
20 that. You guys can't live like that. Nobody can
21 live like that." He goes, "So I'll tell you
22 what," he goes, "our firm has a real estate
23 investment company," and he goes, "we invest in
24 real estate, and nobody loses money on investing
25 in real estate in north Dallas." He goes

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1 something along the lines of, "Our investment
2 company will purchase a house, and if you guys
3 need it as a safe house for a while, you can use
4 it. And, by the way, here, let me make a call to
5 the Realtor or somebody, you make a call, one of
6 your assistants make a call to the Realtor, and
7 you guys get in a car and go out and look at some
8 of these gated, guarded communities where you
9 would be safe and you could work out of our office
10 in Dallas for the time you need to."
11 Q. And what happened?
12 A. We -- given the circumstances that we
13 were in, and this had been going on for weeks, and
14 my -- my wife was at her wits' end, we -- I
15 listened to the suggestion. I got in the car with
16 the Realtor and went out, and we drove around, and
17 we looked at properties in gated, guarded
18 communities all over the Dallas area that they
19 showed us.
20 Q. Did you find something that you were
21 interested in?
22 A. We looked at -- went everywhere from
23 looking at all kinds of -- to even looking at some
24 that, if it came to the point where we couldn't
25 live in Washington anymore personally, that we

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1 might be able to buy on our own, more modest.
2 And you said, did you settle on
3 anything? Is that what you said?
4 Q. Did you find anything interesting?
5 A. Yes, we did. There were some houses in
6 some gated, guarded communities that would have
7 satisfied what -- what Angus was suggesting, the
8 scenario he was suggesting. And we -- we looked
9 at that property -- we looked at all kinds of
10 properties, but we looked at one in particular a
11 couple times.
12 (Exhibit 27 was marked for identification
13 and attached to the deposition transcript.)
14 BY MR. SCHERTLER:
15 Q. I ask you to take a look at Exhibit 27.
16 Is that the place that --
17 A. Yes, that's -- that's it.
18 Q. Okay. This was a place you would have
19 been interested in purchasing.
20 A. Well, I would not be interested in
21 purchasing. Just keep in mind, this is Angus
22 talking about his real estate investment company,
23 that if we found something that would be gated,
24 guarded, and secure, they would be interested in
25 purchasing. I wouldn't own it. I wouldn't have a

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1 piece of it. It would have nothing to do with
 2 Wayne or Susan LaPierre. And we would own our
 3 house in Virginia and nothing would change. I
 4 even remember telling Angus that some of them
 5 are -- they were a ridiculous amount of money, and
 6 I remember Angus saying, "It doesn't matter,"
 7 and -- anyway.
 8 Q. Was it -- would you -- would the NRA
 9 have paid for the home? Is that your
 10 understanding?
 11 A. That's -- that's where I got -- I really
 12 got involved, is this thing -- that scenario with
 13 Angus suggesting it and going out and looking at
 14 his suggestions and all that with the Realtor and
 15 everything, it went on for like a month and a half
 16 or maybe even two months. And I was going about
 17 my business doing my job, and at some point I
 18 really focused on it, and I realized that either
 19 we totally misunderstood what Angus was saying to
 20 begin with, which I don't think we were, or the
 21 scenario totally changed to the point where he
 22 wanted NRA to buy the house and put up the money.
 23 And at that point, I said, "There's no
 24 way NRA can buy a house. There's no way NRA
 25 can -- money can be used to buy that house." And

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1 I killed the whole thing.
 2 Q. You did.
 3 A. I killed it. No one else.
 4 Q. How did you do that?
 5 A. I called Steve Hart and told him, "This
 6 is not happening, this is not going forward, I'm
 7 killing the whole idea." And I also told Woody
 8 Phillips. Woody, over that month and a half, I
 9 later found out, had sent in an earnest money
 10 check of whatever, which NRA got back without it
 11 ever being cashed.
 12 Q. Okay.
 13 A. I killed it. No one else did. The
 14 audit committee didn't kill it. The Board didn't
 15 kill it. The SCO committee didn't kill it. When
 16 I found out they wanted NRA money to be used to
 17 buy the house, I killed the whole thing. I said,
 18 "We can't use NRA members' money to do that," and
 19 I killed the idea.
 20 (Exhibit 31 was marked for identification
 21 and attached to the deposition transcript.)
 22 BY MR. SCHERTLER:
 23 Q. Exhibit 31 is another letter that's
 24 addressed to you from Bill Winkler -- William
 25 Winkler of the -- Ackerman McQueen, also dated

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1 April 22nd of 2019.
 2 A. Yes.
 3 Q. Are you familiar with this?
 4 A. I am familiar with this.
 5 Q. This third paragraph says, "At your
 6 request, we issued an American Express card and
 7 agreed to the travel fee from II and IS."
 8 Let me just break that down. First of
 9 all, did Ackerman McQueen issue you an American
 10 Express card?
 11 A. I don't know. I have no idea.
 12 Q. You don't remember whether you had an
 13 American Express card that was paid for by
 14 Ackerman McQueen?
 15 A. No. I remember some of the -- when
 16 Ackerman McQueen set up the billing -- set up the
 17 filming of the Berettas in Italy that Susan and I
 18 did, I know that trip went on an Ackerman McQueen
 19 card. I had so much harassment going on --
 20 Q. In your name? Just to be clear.
 21 A. I don't -- all I remember is -- I don't
 22 know whether it was in my name or not, to tell you
 23 the truth. I think they -- I know that the
 24 billing of that trip was billed to Ackerman
 25 McQueen because at that time we were being hacked.

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1 Everything we had was being hacked. Our credit
 2 cards were being hacked.
 3 And I remember -- I remember Nader
 4 saying, we'll put it all -- we'll put it on an
 5 Ackerman card, the trip that was to -- the whole
 6 Beretta trip.
 7 Q. That was a trip to Italy?
 8 A. Yes, that's correct.
 9 Q. Did it also involve a trip to Bucharest?
 10 A. Yes, it did.
 11 Q. Was that a business trip?
 12 A. It was a business trip.
 13 Q. Both -- to both places, to Italy and to
 14 Bucharest?
 15 A. Italy was entirely to film the Berettas
 16 with the Beretta family. I think Ackerman
 17 probably had 12 people over there, at least, to
 18 film it. We filmed Ugo. We filmed Monique. I
 19 went over a couple days early to get on the same
 20 time zone as incidental to that trip and met with
 21 the military firearms museum in Budapest, actually
 22 talked to them about doing a loan of firearms to
 23 the NRA museum, whether there would be an interest
 24 in doing that and -- as an incidental to that
 25 trip.

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1 Q. Did anybody accompany you on that trip?
2 A. Yes, my wife did.
3 Q. Anyone else, just --
4 A. To the -- to the Budapest part?
5 Q. Either one, the Italy trip.
6 A. To the Italy trip, yes, there were all
7 kinds of Ackerman McQueen people there.
8 Q. And Budapest?
9 A. My wife and I were at that part.
10 Q. Just to Budapest. But you met with some
11 museum --
12 A. I did.
13 Q. -- people at Budapest.
14 A. I did.
15 Q. How long did you stay in Budapest?
16 A. I think two or three days.
17 Q. Where did you stay?
18 A. At the Four Seasons Hotel.
19 Q. If you look at this -- the last full
20 paragraph, it says -- he identified Section A and
21 charges and a number of things. He says something
22 about "includes the air and limo charges paid to
23 II & IS." Do you know what II & IS is?
24 A. Yes. Well, I assume that they're
25 talking about -- I assume they're talking about

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1 the travel agency or the travel -- travel
2 representative that books NRA travel.
3 Q. Is that Gayle Stanford?
4 A. Yes.
5 Q. Let me just ask you this. He makes a
6 reference -- he talks about the Budapest and
7 Italy.
8 A. Right.
9 Q. He also talks about a travel to the
10 Bahamas. Do you remember that trip?
11 A. I sure do.
12 Q. What was that? Can you describe it?
13 A. It was a business trip to meet with
14 celebrities and donors, and I was there for about
15 four days.
16 Q. Over the holidays?
17 A. Yes. And then it wasn't as Ackerman
18 McQueen leaked to the media, and --
19 Q. Wait. So we'll get to that.
20 A. Yes, we ought to.
21 Q. When you make a representation, do you
22 have evidence that Ackerman McQueen leaked it?
23 A. Absolutely.
24 Q. Who at Ackerman McQueen leaked it?
25 A. They --

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1 Q. Who at Ackerman McQueen leaked it?
2 A. I think they put it in one of their
3 letters.
4 Q. Well, in what letter? It's in this
5 letter.
6 A. I saw something where they were talking
7 about in some letter that -- about -- in fact,
8 somebody was leaking to the media, and I think --
9 what they were alleging is that I --
10 Q. So can we just focus on the question.
11 A. Sure.
12 Q. Let me just ask you this question.
13 A. Right.
14 Q. The NRA has alleged in a second lawsuit
15 that Ackerman McQueen was leaking information to
16 media sources that was confidential and
17 violated -- in doing so, violated the services
18 agreement.
19 A. We actually know that for a fact.
20 Q. Okay. So tell me -- tell me the fact
21 that you know to support that allegation.
22 MR. COLLINS: Now, how did we learn
23 this? How did you learn it?
24 MR. SCHERTLER: No, I think if he has a
25 fact -- if he knows a fact that supports the

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1 allegation, then I think we're entitled to know
2 that fact.
3 MR. COLLINS: How -- just tell me how
4 you learned the fact. I just want to see real
5 quickly, how did you learn of the fact?
6 THE WITNESS: A reporter told the law
7 firm.
8 MR. COLLINS: Okay. So you found out
9 from the law firm.
10 If I can get a stipulation that what he
11 tells you how he learned that fact is not a waiver
12 of the privilege, I'll let him answer that
13 question of how he learned.
14 MR. SCHERTLER: I'll agree that that's
15 not a waiver of the privilege because he's just
16 going to tell me what fact he knows. He doesn't
17 have to tell me how he found it.
18 Q. What fact did you learn?
19 MR. COLLINS: Don't discuss any
20 conversation with counsel. Do not repeat the
21 conversation. You can tell him how you learned
22 this fact.
23 MR. SCHERTLER: He doesn't have to tell
24 me how he learned it. Just tell me the fact.
25 MR. COLLINS: Yes, just tell him the

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1 fact you learned, not how you learned it.
 2 A. I learned that Lacey Duffy was on the
 3 phone with The Wall Street Journal.
 4 Q. Do you know what -- according to the
 5 fact, what did Lacey Duffy convey to The Wall
 6 Street Journal?
 7 A. She was alleging that our niece's child
 8 put crayons all over the wall of a hotel, which
 9 was completely not true.
 10 Q. Hotel in a particular location?
 11 A. Yes.
 12 Q. Where?
 13 A. In Los Angeles.
 14 Q. So the fact you know is that Lacey Duffy
 15 told a Wall Street Journal reporter --
 16 A. Right.
 17 Q. -- and this -- do you know the name of
 18 the reporter?
 19 A. Yes, Mark Maremont.
 20 Q. And she told that reporter that your
 21 niece's daughter had crayoned a wall at a Los
 22 Angeles hotel?
 23 A. Correct.
 24 Q. Which? The Beverly Hills Hotel?
 25 A. The Four Seasons.

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1 Q. The Four Seasons.
 2 And -- and without telling us your
 3 conversation with the lawyer, what's your
 4 understanding of the source of that information
 5 about what Lacey told the reporter?
 6 A. What do you mean?
 7 Q. How did you all learn about the --
 8 A. The reporter called us.
 9 Q. And told you that Lacey told the
 10 reporter that?
 11 A. He told -- he told -- he told our media
 12 spokesperson that.
 13 Q. Okay. So that's -- I understand and
 14 appreciate that.
 15 What other facts do you have about any
 16 information that might have been leaked by
 17 Ackerman McQueen or Mercury employees to media?
 18 Do you have any other facts?
 19 MR. COLLINS: Not getting into --
 20 Q. Not getting into the source of them, but
 21 just what facts do you have that support that
 22 allegation?
 23 A. I think --
 24 MR. COLLINS: Don't speculate. What you
 25 know.

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1 A. It's all -- everything I have is
 2 secondhand so I -- I probably --
 3 Q. So other than the Lacey incident,
 4 everything else is what we call hearsay or
 5 secondhand information.
 6 A. Well, there are -- there are other
 7 people that know more, but it's --
 8 Q. Who are the other people that know more?
 9 Could you tell me?
 10 A. I think that it's --
 11 MR. COLLINS: Attorneys?
 12 THE WITNESS: It's attorney privilege.
 13 MR. COLLINS: Right, okay.
 14 BY MR. SCHERTLER:
 15 Q. Well, are there other witnesses that you
 16 know of that have firsthand information about
 17 Ackerman McQueen leaking information?
 18 MR. COLLINS: You can answer that yes or
 19 no.
 20 A. No.
 21 Q. So you don't know of other witnesses.
 22 A. No.
 23 Q. This letter also makes reference to --
 24 so if I could just walk you through this.
 25 A. Sure.

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1 Q. It says, "For travel to Bahamas, Palm
 2 Beach, New York, Los Angeles, Reno, Budapest, and
 3 Italy. I think we've talked a little bit about
 4 Budapest and Italy. Would it be your contention
 5 that all of those locations -- that travel to
 6 those locations was for business purposes for the
 7 NRA?
 8 A. It is. It is, absolutely.
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1 THE VIDEOGRAPHER: We're going off the
2 record. The time is 17:19.
3 (A brief recess was taken.)
4 THE VIDEOGRAPHER: We're going back on
5 the record. The time is 17:33.
6 BY MR. SCHERTLER:
7 Q. Great. So I would like to switch gears
8 a little bit.
9 A. Okay.
10 Q. And I put Exhibit 50 back in front of
11 you, which is --
12 A. Okay.
13 Q. -- the first lawsuit filed against
14 Ackerman McQueen by the NRA. And we -- we
15 discussed this a little bit earlier.
16 A. Okay.
17 Q. I think you said you had the opportunity
18 at some point to review this. Is that correct?
19 A. That's correct.
20 Q. And the -- did the NRA Board approve
21 filing this lawsuit?
22 A. I think we filed it with -- without
23 the -- a vote from the NRA Board.
24 Q. Did you ever get a vote from the NRA
25 Board that retroactively approved the filing of

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1 the lawsuit?
2 A. The NRA Board was -- numerous of them
3 were -- given everything that was going on,
4 were -- and given the lack of cooperation from
5 Ackerman McQueen, the NRA -- there were numerous
6 NRA Board members pounding on us to do something
7 about this situation.
8 Q. But did you ever get a formal approval
9 or vote by the Board to file this lawsuit?
10 A. No, they never voted on it.
11 Q. Do you know whether, under New York
12 State regulations, such approval is required?
13 A. I don't.
14 Q. So let me take you to a few specific
15 parts of this, okay?
16 A. Okay.
17 Q. The -- let me start with page 5, if you
18 could.
19 A. Okay.
20 Q. On page 5, I think it's paragraph 9, it
21 asserts, "For decades AMc and the NRA have
22 collaborated closely regarding public affairs and
23 messaging." It also says, "Over that time, the
24 NRA invested extensive trust and confidence in
25 AMc, relying on the Agency to perform work,

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1 including public relations and strategic
2 marketing; planning and placement of media,
3 including advertising during election cycles;
4 management of digital media and websites; the
5 operation of NRATV, a digital media platform
6 managed by AMc but frequently perceived by the
7 public as the voice of the NRA."
8 Would you agree with that statement?
9 A. I would.
10 Q. Okay. Then it says, paragraph 10,
11 "Since at least 1999, AMc's work on behalf of the
12 NRA has been governed by successive incarnations
13 of a services agreement containing detailed
14 specifications of how various types of work
15 performed by AMc for the NRA should be budgeted
16 and billed."
17 Do you see that?
18 A. I do.
19 Q. Would you agree with that?
20 A. I would.
21 Q. Then it says, "The services agreement
22 between the NRA and AMc dated May 1st, 1999 (the
23 previous services agreement), as well as the
24 current operative services agreement dated
25 April 30th, 2017, as amended May 6th, 2018 (the

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1 services agreement)" -- let me just stop you
2 there.
3 Is it your understanding that in the
4 years we're talking about, let's say beginning in
5 2017, that the agreement or the contract governing
6 the relationship between Ackerman McQueen and the
7 NRA was this reference to the April 30th, 2017, as
8 amended by the May 16, 2018, services agreement?
9 A. I believe that's true.
10 Q. Okay. Would it be fair to say that
11 whatever agreement you signed on April 30th, 2017,
12 would have superseded the May 1st, 1999 agreement?
13 MR. COLLINS: Objection. The documents
14 speak for themselves, but if you have an
15 understanding.
16 A. I'm not a legal expert, but I would --
17 it would seem common sense to me.
18 Q. Okay. So it says that these agreements
19 "provide that certain categories of services, such
20 as Owned Media and Internet Services, are
21 compensated with an agreed annual fee."
22 Do you see that?
23 A. I do.
24 Q. So I guess, Mr. LaPierre, let me ask you
25 if you can explain this to me. So when we talk

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1 about certain categories of services like owned
2 media and Internet services, what are those
3 things? Can you describe what those services are
4 in plain English?
5 MR. COLLINS: Within the meaning of the
6 services agreement or just generally out there?
7 MR. SCHERTLER: Just generally we're
8 talking -- I mean, it's in your complaint, and I'm
9 just asking him what that means.
10 A. I think owned media -- I mean, Internet
11 services are NRATV and all of that. I assume
12 owned media would apply to things like all of the
13 advertising campaigns that we paid for, the --
14 that were outstanding, such as "Good Guys" and
15 "Freedom's Safest Place," and the NRA has the
16 rights to all of that work product that was done
17 on behalf of the organization.
18 Q. So let me ask you this. Where it says
19 "Those services will be compensated with an agreed
20 annual fee," how does that work? How do we come
21 to an agreed annual fee for those services? Do
22 you know how that process works? I mean, this had
23 been going on for 38 years, right?
24 MR. COLLINS: Objection. That
25 misstates, I think, the facts but ...

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1 A. In terms of -- there is -- our
2 treasurer's office works with Ackerman McQueen on
3 what will be charged for what work product is to
4 be delivered.
5 Q. Is that done in advance of the actual
6 work, or is it done at some later point?
7 A. I think a lot of -- most of the time --
8 a lot of the time it's done in advance. You know,
9 what -- what are we going to budget this year for
10 this NRA -- NRATV, for example.
11 Q. Right. Among other things. There could
12 be other things in that category.
13 A. Among other things. I mean, the ones I
14 really got involved with are -- personally, are an
15 advertising buy, for example, you know, do we want
16 to spend 1 million on Fox or 2 million on Fox.
17 And I was often -- I would go to the treasurer's
18 office and say, "Woody," you know, here's what I'm
19 thinking of doing. I need to let you know this.
20 What do you think?" And the treasurer's office
21 would ultimately be the ones that would go, yeah.
22 But, I mean, I often was involved in terms of
23 figuring out -- working with Ackerman, figuring
24 out the appropriate level on those media buys.
25 Q. So would it be fair to say that you and

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1 others at the NRA, including the treasurer's
2 department, worked with Ackerman McQueen to
3 prepare a budget, like an annual budget of here's
4 what these -- what this universe of services will
5 cost, owned media and Internet services?
6 MR. COLLINS: Objection. The
7 document -- services agreement speaks for
8 themselves, but you can state if you have an
9 understanding.
10 A. Yes, I mean, at the beginning of the
11 year, during the budget cycle, our treasurer's
12 office and I worked with Ackerman McQueen to
13 look -- to come up with a budget for the year as
14 to what we were thinking about spending.
15 Q. And that -- when you talk about "that
16 budget," that would be the budget that Ackerman
17 McQueen was being given to buy these things or
18 provide these services to the NRA?
19 A. Or to use for -- for -- to pay the hosts
20 of various television programs.
21 Q. But, so I guess what I'm trying to get
22 at, these are expenses that would be incurred by
23 NRA but ultimately paid for by -- expenses
24 incurred by Ackerman McQueen but then reimbursed
25 by the NRA.

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1 A. Correct.
2 Q. And this budget -- this budget process
3 you're talking about, at some point is it fair to
4 say that you came to some kind of agreement or
5 understanding with Ackerman McQueen as to what
6 that budget would be?
7 A. We would have a -- yes, for example,
8 between the 2018 and 2019 cycle -- well, let me --
9 yes, 2018, 2019. Yeah, at the end of 2018 -- no.
10 At the end of --
11 Q. It's a long day. I'm sorry.
12 A. Yes, I apologize. In 2017, going into
13 2018, I believe we cut the Ackerman budget from
14 41 million down to, for example, 26 million.
15 Q. Sure. So when you --
16 A. I could have the years wrong.
17 Q. No, but that's -- that's okay.
18 A. But I think that's the last one.
19 Q. So there was a point in time where the
20 annual budget went from 41 to 26.
21 A. Correct.
22 Q. But that 26, then, how does Ackerman get
23 paid for that \$26 million that they're supposed to
24 provide services for during the course of the
25 year? Is it on a monthly basis?

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1 A. You know, you would have to -- you would
2 have to ask the treasurer's office, to tell you
3 the truth.
4 Q. Is it fair to say you don't pay them in
5 a lump sum and say, okay, here's 26 million?
6 A. No, we don't. But I don't really see
7 those back-and-forth on bills between Ackerman
8 McQueen and between -- the only thing I do know is
9 that one of the things that we were told under New
10 York State law is that was one of the examples
11 where some of the invoices needed to be more
12 detailed, and that's one of the things that we
13 started to self-correct going forward.
14 Q. So you couldn't just have an invoice
15 that said 1/12 of the annual budget. It had to be
16 more descriptive.
17 A. Yes, New York State law on nonprofit
18 required it to be much more descriptive.
19 Q. Okay. But that wasn't the way things
20 had worked before you became aware of these
21 changes in New York State law; is that fair to
22 say?
23 MR. COLLINS: Objection. Assumes facts
24 not in evidence, but go ahead.
25 A. Again, I don't see the bills, but from

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1 what I under- -- from what I know, some of the --
2 and I'm saying it was -- our treasurer's office
3 was paying bills that needed to be more
4 descriptive of the services provided under New
5 York State not-for-profit law.
6 Q. Understood. But the way you've
7 described it, at least with what we're talking
8 about, those services had been kind of determined
9 and decided in an annual budget --
10 A. Right.
11 Q. -- before that.
12 A. I agree with that.
13 Q. Okay.
14 Now, this goes -- same sentence goes on
15 to say, "While others are required to be invoiced
16 on an ad hoc basis based on estimates furnished by
17 AMc and approved by the NRA." That's just a
18 continuation of that same sentence in 10. Do you
19 follow along?
20 A. Yes, right here (indicating).
21 Q. Can you explain what that is? What are
22 the other types of services that Ackerman would
23 provide that would be invoiced on an ad hoc basis
24 based on estimates furnished by AMc and approved
25 by the NRA?

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1 MR. COLLINS: I'm going to object. The
2 services agreement speaks for itself, but you can
3 testify if you have an understanding.
4 A. I believe that that would be referring
5 to special projects that came along during a
6 crisis situation, some additional project that
7 came along.
8 Q. If there were a crisis or some
9 additional project came along, how would the
10 process work between Ackerman McQueen and the NRA,
11 would you, again, get together and say, we need
12 you guys to do this, it's outside the scope of the
13 usual stuff, and how much is it going to cost?
14 A. If I was involved, that would be the way
15 it would work, was I -- I would try to get an
16 estimate of what the cost was, and then I would go
17 to Woody, the treasurer, and say, what do you
18 think, and here's what we're thinking of doing.
19 And -- yeah.
20 Q. "Yeah" meaning that they --
21 A. Meaning yes, I mean, that's -- I mean,
22 there would be a back-and-forth, and I would try
23 to figure out what it would -- what the cost was
24 going to be, and they would try to tell me what
25 the cost is going to be, and I would go to the

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1 treasurer and say, here's what we're thinking,
2 what do you think?
3 Q. And you would have -- so if you got
4 approval from the treasurer, then that would be
5 NRA approval for that expense, correct?
6 A. Correct.
7 Q. And then Ackerman McQueen could do the
8 work and get paid that amount of money if they
9 invoiced it.
10 A. Correct.
11 Q. And that would be the process.
12 A. Right.
13 Q. So it comports -- your understanding of
14 how -- and is -- in your experience, is this how
15 it worked in reality in terms of your agreement
16 and your arrangement with Ackerman McQueen?
17 A. That is -- that is how -- that is how it
18 worked when I was involved, yes.
19 Q. It seemed to work well?
20 A. Yes.
21 Q. Did you ever --
22 A. Assuming both of us worked within the
23 parameters of the service agreement, yes.
24 Q. Did you ever have any questions or
25 doubts about the work that Ackerman McQueen was

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1 performing under these --
 2 A. We ended up --
 3 Q. -- provisions?
 4 A. We ended up -- starting in 2017,
 5 sometime in 2017, I started to have concerns about
 6 the NRATV network. I started to have concerns
 7 that it was eating up all of our advertising
 8 money, which Ackerman McQueen used to be the ones
 9 doing the ads -- would be the ones doing the ads.
 10 But I started looking at our ad budget, and I'm
 11 going, wait a minute, all of our ad money is going
 12 to this TV network.
 13 Q. Just so I understand what you're talking
 14 about, when you say "all," in other words, the NRA
 15 is paying Ackerman McQueen for putting
 16 advertisements for the NRA on the NRATV network?
 17 A. No, no. All of the public relations
 18 money available that was going to Ackerman
 19 McQueen --
 20 Q. I see.
 21 A. -- you know, that bucket of money that
 22 was available for public relations --
 23 Q. Including advertising.
 24 A. Well, yes, it could have included
 25 advertising, but what it -- what happened is the

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1 TV network ended up eating up more and more and
 2 more to the point where there was -- if I wanted
 3 to go out and run "Freedom's Safest Place" or some
 4 new ad campaign that we worked on with AckMc
 5 together, we wouldn't have any money to do it
 6 because it was all going into the TV network.
 7 Q. That budget was going into the TV
 8 network.
 9 A. So I started -- I started in -- really
 10 started in 2017, trying to get some real analysis
 11 of what the reach was on this TV network.
 12 Q. Literally, when you say "reach," you
 13 mean how many people are watching.
 14 A. How many people are watching.
 15 Q. And so what did you do to try to get
 16 that information?
 17 A. I kept -- in numerous meetings with
 18 Ackerman McQueen, I'm like, we need to know how
 19 many people are watching this. We need to know --
 20 you know, we need to know -- because the promise
 21 of NRATV was that it was going to be the go-to
 22 place for this hundred million gun owners in the
 23 country. It was going to be for quality
 24 customers.
 25 It was going to be the -- it was going

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1 to -- it was going to diversify NRA. It was going
 2 to make NRA younger. It was going to make NRA not
 3 an old man's organization, but it was going to
 4 look like America. And it would eventually
 5 monetize itself with sponsorships with people --
 6 from companies that wanted to reach this --
 7 Q. That audience.
 8 A. That audience.
 9 And I started asking, in a friendly way,
 10 with people I trusted, you know, what -- we've got
 11 to figure out what is the viewership on this.
 12 Because when I go around the country, I don't hear
 13 anybody ever bringing it up. They bring up --
 14 they bring up ads on Fox TV that we run, but I
 15 don't hear people bringing up -- so -- so they, in
 16 response to that, went out and hired a company
 17 called PIP. I don't know exactly what that stands
 18 for, I think it's Performance Improvement
 19 Partners, to try to do some analysis of it. And
 20 what I ended up -- what I started to get back was
 21 a lot of, well, here's the engagement. We know
 22 that there's this much engagement, which --
 23 Q. Engagement meaning what, if I -- if I
 24 could ask?
 25 A. Meaning -- meaning time watched, time

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1 watched. But -- and I even presented a lot of
 2 these charts and data to the Board of Directors in
 3 terms of engagements at Board meetings.
 4 But underlying it all, the problem that
 5 I kept trying to get is but what does this --
 6 asking them, Ackerman -- what does this translate
 7 into? How many people? And that's what we could
 8 never get an answer on. "We can't tell you. It's
 9 impossible to get that information. There's no
 10 way to -- no way to find that out."
 11 And -- and so, to make it short, I still
 12 ended up -- we still ended up funding it in the
 13 20- -- it would be the 2019 budget -- in the 2019
 14 budget going forward.
 15 Q. Is that calendar year 2019,
 16 Mr. LaPierre, or is that some kind of fiscal year?
 17 A. Calendar year.
 18 Q. So, 2019, this year, you had --
 19 A. We still had it set aside.
 20 Q. -- set aside money for funding it.
 21 A. Yes, we still funded it.
 22 But what I made very clear to the Board
 23 and to Ackerman and to our treasurer's office was
 24 that we need to set up -- we needed to set up
 25 landing pages for all of these people on this TV

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1 network because it's eating up all of our ad
 2 money, and if we can't translate that into
 3 membership and if we can't translate it into --
 4 into contributions and memberships, we're going to
 5 have to cut it back. Because if people are really
 6 watching it like you say they are, we ought to be
 7 able to translate that into members and money.
 8 And the example I go back to is Glenn
 9 Beck with his digital platform. When he did a
 10 campaign to join the NRA, we raised \$3 million in
 11 NRA memberships. So we kind of -- you know,
 12 that's kind of where we were going forward in
 13 20- -- in 2019 with these landing pages, trying to
 14 figure out what the deal was with this NRATV
 15 platform that we were investing a lot of money in.
 16 Q. Okay.
 17 A. And I actually -- I mean, I -- I
 18 believed in it. I mean, I believed in it from the
 19 start. I was there at the very start of it when
 20 they passed McCain-Feingold, and they said no one
 21 can mention a politician's name within 60 days of
 22 an -- 90 days of an election unless you do it
 23 through a political action committee.
 24 And Wayne and Ackerman are sitting there
 25 going, now, wait a minute, Disney owns ABC.

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1 Disney has got lobbyists all over Capitol Hill.
 2 They are running a news operation that mentions
 3 politicians' names every night. Why can't we
 4 create a media subsidy and say to CBS and ABC,
 5 hey, we're brothers to Disney and to Comcast. I
 6 mean, to me it seemed like -- and to Ackerman, it
 7 seemed like a really good idea, in terms of
 8 going -- of getting around the -- to start with,
 9 the limits on McCain-Feingold. And then it
 10 continued to grow.
 11 Q. Okay. So you were a proponent of NRATV.
 12 A. I was.
 13 Q. And it even made it into the 2019, the
 14 most recent budget.
 15 A. Correct.
 16 Q. And then did there come a time when you
 17 believed that it wasn't producing the way that you
 18 had hoped or --
 19 A. Well, I started -- I really started to
 20 question it when the landing pages -- that my
 21 people kept telling me that we weren't really
 22 making anything back on the landing pages.
 23 Q. In other words, people weren't
 24 contributing money based on their --
 25 A. Contributing or joining based on the

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1 landing pages.
 2 Q. The landing page would show you what
 3 prompted them to make their contributions?
 4 A. Well, that's what Glenn Beck did. He
 5 took his thing and joined the NRA, and we could
 6 track that back to Glenn Beck.
 7 Q. Right.
 8 A. The ones we were trying to track back,
 9 we couldn't show much for, and that's when I
 10 really started to -- you know, it -- I don't know,
 11 it's -- it --
 12 Q. So this was just -- is it fair to say
 13 this is just a business idea that didn't seem to
 14 work out well?
 15 MR. COLLINS: Objection. Misstates the
 16 facts.
 17 MR. SCHERTLER: I'm asking him a
 18 different question.
 19 A. I now believe that it was a good idea.
 20 It was an honest undertaking to try to reach the
 21 gun community and a hundred million gun owners and
 22 go over the top of the traditional media
 23 conglomerates directly to -- directly to a
 24 targeted audience, but I don't believe it was -- I
 25 have come to believe it -- it was failing in terms

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1 of what we were trying to achieve, and I -- which
 2 is why I talked about the fact that if we can't
 3 show this is working, we're going to have to cut
 4 it because it's eating all of -- cut a lot of it
 5 or cut it back, because it's eating all of our ad
 6 money.
 7 Q. Ultimately is that what you did?
 8 A. No. We actually never got to that
 9 point.
 10 Q. Before the termination of the contracts?
 11 A. That's correct.
 12 Q. Okay.
 13 A. That's correct.
 14 Q. If I could focus you on page 7 of that
 15 same exhibit, 50. If you look at the middle of
 16 the page, I think it actually lays out this part
 17 of the services agreement called Roman numeral
 18 VIII, "Examination of Records."
 19 "During the term of this Services
 20 Agreement, AMc authorizes NRA, upon reasonable
 21 notice, to examine AMc and Mercury's files, books,
 22 and records with respect to matters covered under
 23 this Services Agreement."
 24 Just, what is your interpretation of the
 25 files, books, and records that would be -- relate

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1 to matters covered under the services agreement?
2 MR. COLLINS: I'll just object on the
3 grounds that the service agreement speaks for
4 itself, but if you have any understanding --
5 A. Well, I mean, our treasurer's office and
6 our lawyers would be much better witnesses on this
7 than I am. But, to me, in layman's term, it means
8 we have a right to look at their books, and -- we
9 have a right under the contract to look at their
10 books.
11 Q. Okay. And -- understood.
12 Now, if I go to page 2 of this same
13 document -- sorry to make you go back and forth.
14 A. No.
15 Q. -- at the bottom of the last full
16 paragraph, it begins kind of in the fifth line up,
17 and it says, "In some instances, AMc has effected
18 partial compliance with the NRA's requests."
19 Do you see that?
20 A. I do.
21 Q. So are you able to identify for us in
22 what instances -- this is, of course, the
23 allegations that the NRA is making, but in what
24 instances did Ackerman McQueen actually comply
25 with the NRA's request for -- to review or examine

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1 information?
2 A. Well, I think NRA went down a number of
3 different rows to try to -- to try to inspect the
4 records. I think that --
5 Q. But this --
6 A. I think they did -- they did allow one
7 of the law firms to go out, and I think there were
8 a bunch of boxes in a room, and then the law firm
9 wanted to make copies of them, and, I don't know,
10 that ended up somehow in a dispute.
11 Q. Can I interrupt you there?
12 A. Yes.
13 Q. I apologize.
14 A. Because I'm not the expert on this.
15 Q. I understand. But if -- if we look at
16 the literal language of the services agreement
17 provision that we just read, it doesn't say that
18 you get copies. It says you can examine them,
19 correct?
20 MR. COLLINS: Objection. The document
21 speaks for itself. He says he's not a lawyer to
22 interpret it.
23 A. It says "examine."
24 Q. Okay. And what you just described is at
25 least one situation or one instance in which you

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1 understand that Ackerman McQueen provided boxes of
2 documents that it allowed representatives of the
3 NRA to review. Is that fair to say?
4 A. They provided boxes of documents that
5 would have been open to review or open for review,
6 and the issue was copying them or taking -- or
7 taking them -- taking them back -- taking them to
8 the law firm's office.
9 Q. To review.
10 A. To review.
11 Q. As opposed to reviewing them wherever
12 they were.
13 A. Yes.
14 Q. Okay. And are you aware of the fact
15 that at some point the NRA hired a third-party
16 auditing entity called Forensic --
17 MR. GONZALEZ: Risk Alliance.
18 MR. SCHERTLER: I'm sorry?
19 MR. GONZALEZ: Risk Alliance.
20 BY MR. SCHERTLER:
21 Q. -- Forensic Risk Alliance for the
22 purpose of reviewing Ackerman records? Excuse me.
23 A. I do know that NRA hired a firm called
24 Forensic --
25 Q. Risk Alliance, whatever it is.

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1 A. -- to do that, yes.
2 Q. You and I both have the same problem. I
3 can't get these acronyms.
4 Do you know what -- let's call it FRA.
5 Do you know what FRA did in connection
6 with conducting audits of Ackerman McQueen's
7 records?
8 A. I don't. The only thing I think I know
9 is that it didn't get very far, but I can't tell
10 you the specifics.
11 Q. Do you know whether or not they were
12 actually ever allowed to examine records from
13 Ackerman McQueen?
14 A. I don't know the story on all that.
15 Q. So fair to say that you're not sure
16 exactly what FRA did -- what they obtained or what
17 they didn't obtain. You couldn't give me details.
18 A. I could not give you that answer.
19 Q. Okay.
20 Now, at the very bottom of this, it
21 says -- the last sentence says, "The NRA also
22 believes that Ackerman has withheld material
23 information about a large related-party contract
24 with NRA's president Lieutenant Colonel North,
25 retired."

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1 Do you see that?
2 A. Yes, I do see that.
3 Q. So I don't want to rehash, but at least
4 prior to the actual filing of this lawsuit, the
5 NRA was provided a copy of Lieutenant Colonel
6 North's contract, correct?
7 MR. COLLINS: Objection. Assumes facts
8 not in evidence. Without speculating, if you
9 know.
10 Q. Do you know whether, prior to the actual
11 filing of the lawsuit, the NRA actually obtained
12 Lieutenant North's contract?
13 A. I think that -- I'm really not sure. I
14 think at the very -- you know, the dispute went on
15 so long. I am really -- I'm not sure whether at
16 the very end the audit committee got the contract
17 or whether they -- whether they didn't. I think
18 at the very end they might have gotten it, but I'm
19 not sure.
20 Q. Okay.
21 A. I'm really not.
22 Q. Okay. Let me ask you to look at page 11
23 of the lawsuit. This would be paragraph 24. I
24 want to just ask you a couple questions about
25 this. It says that -- in paragraph 24, the second

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1 sentence says, "During September 2018, the audit
2 committee of the NRA Board of Directors reviewed a
3 purported summary of the material terms of the
4 North contract and ratified the relationship
5 pursuant to New York law subject to carefully
6 drawn provisos designed to avoid any conflicts of
7 interest."
8 Are you familiar with the purported
9 summary of material terms that the audit committee
10 reviewed in that -- in September?
11 A. No, that is the meeting I was not -- I
12 was not in attendance.
13 Q. And you've never seen any record of
14 those -- that summary of material terms?
15 A. I haven't. That's the meeting you were
16 referring to?
17 Q. Yes. Yes, sir.
18 A. No.
19 Q. And you don't know who would have
20 conveyed those material terms to the Board?
21 A. I think it probably would have been
22 our -- I think it probably would have been our
23 general counsel.
24 Q. Where would your general counsel have
25 been able to get a summary -- purported summary of

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1 the material terms of the North contract, do you
2 know?
3 MR. COLLINS: Answer that, if you do
4 know, but do not rely on or disclose any
5 communications you had with the attorneys.
6 THE WITNESS: I'm sorry, can you say
7 that again.
8 MR. COLLINS: If you can answer that
9 without disclosing any communications you had with
10 counsel. Again --
11 A. I think that John had -- Frazer, the
12 general counsel, had a summary of the North
13 contract or an understanding of what it -- of
14 provisions and probably would have been -- and if
15 the audit committee got it, they probably would
16 have got it from him. The other one that could
17 have possibly done it would have been -- would
18 have been -- would have been Steve Hart, one of
19 those two.
20 Q. Understood.
21 So let me -- let me take you to page 14
22 of the document, and I would be asking you to look
23 at paragraph 31 on that page.
24 A. I'm sorry, page 6?
25 Q. Page 14.

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1 A. Page 14? 31, okay.
2 Q. So this -- this says -- paragraph 31
3 says, "On or about February 19th, 2019, the NRA
4 learned that Colonel North was a salaried employee
5 of Ackerman."
6 Do you see that?
7 A. I do.
8 Q. So are you aware that in the lawsuit
9 there is an allegation that there is a difference
10 between Lieutenant Colonel North being an employee
11 as opposed to Lieutenant Colonel North being a
12 salaried employee -- or having a third-party
13 contract or a consulting contract?
14 A. Yes, I have -- I have heard discussions
15 that that makes a difference under New York
16 not-for-profit law in some way.
17 MR. COLLINS: So just do not disclose
18 any conversations that you had with counsel.
19 THE WITNESS: Okay.
20 BY MR. SCHERTLER:
21 Q. So you understand that under the law
22 there's a distinction between an employee contract
23 and a consulting or third-party contract. Is that
24 fair to say?
25 MR. COLLINS: You can answer that yes or

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1 no.
2 A. Yes.
3 Q. But it says here that on or about
4 February 19th, the NRA learned that Colonel North
5 was a salaried employee of Ackerman, correct?
6 A. I think that's probably accurate or
7 maybe -- no one had seen Ollie's actual contract.
8 Q. But I'm just saying this is what the NRA
9 has asserted in a lawsuit.
10 A. So, yes, I think that's probably
11 accurate.
12 Q. Do you know how on February 19th, 2019,
13 the NRA learned that Colonel North was a salaried
14 employee of Ackerman?
15 MR. COLLINS: Don't speculate. If you
16 know.
17 A. I don't.
18 Q. Okay. But it seems, based on your own
19 allegation -- I don't mean you personally, sir,
20 but the NRA's allegation that on February 19th,
21 2019, two months before you filed the lawsuit, you
22 knew that. The NRA knew that.
23 A. That's -- that's what we say here.
24 Q. Okay. And if -- I apologize. If I go
25 to -- if I go to the last page of this document,

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1 page 19, this is an amended complaint. It's filed
2 on -- it appears to be dated April 24th. Do you
3 see that?
4 A. Page 19?
5 Q. It's the actual last page, the signature
6 page.
7 A. (Indicating).
8 Q. And there's a date on there of
9 April 24th.
10 A. Okay.
11 Q. If you go back, sorry, to 14, where we
12 were, page -- paragraph 33, it says, "On
13 April 11th, 2019, Colonel North finally disclosed
14 a copy of his contract to the NRA."
15 A. Okay.
16 Q. Okay?
17 So fair to say that even by the NRA's
18 own admission on April 11th, they got a copy of
19 North's contract?
20 A. Okay.
21 Q. Do you know what action the NRA took in
22 February 2019 -- after February 19th, 2019, after
23 learning that Colonel North was a salaried
24 employee? Did they do anything in February?
25 A. I know that NRA was -- I know there was

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1 an issue over -- I -- the answer is no, I don't
2 know what they did after they -- they learned he
3 was a salaried employee.
4 Q. Okay.
5 Let me show you what we marked as 51.
6 This is the second lawsuit against Ackerman
7 McQueen.
8 (Exhibit 51 was marked for identification
9 and attached to the deposition transcript.)
10 BY MR. SCHERTLER:
11 Q. If I could show you that. I believe on
12 the cover it has a May 22nd date. Would you agree
13 that that's the filing date?
14 A. Yes.
15 Q. So if I could -- again, did the NRA
16 Board approve the filing of this lawsuit?
17 A. No, it did not go to a vote of the NRA
18 Board. The NRA Board did not -- did not get
19 involved in approving it.
20 Q. Okay. Just to be clear, the NRA is
21 represented in part by the Brewer law firm in both
22 this suit and the lawsuit we were just looking at?
23 A. That's correct. That's correct.
24 Q. So if you could take you to page 2. Do
25 you see this? Let me try to direct you. It's ...

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1 the first paragraph, the last sentence. It says,
2 "Over the past year, even as it withheld important
3 documents and information from the NRA, AMc
4 readily shared snippets of confidential and
5 proprietary materials with hostile third parties,
6 including the news media, in a series of sordid,
7 out-of-context leaks engineered by AMc to harm its
8 client."
9 I don't want to retread things that
10 we've already talked about, but I think one thing
11 that you've told us is you know for -- you've been
12 told that a Wall Street Journal reporter indicated
13 that he talked to Lacey Duffy and Lacey told him
14 about an incident in which your niece had colored
15 a wall --
16 A. Right.
17 Q. -- at the Four Seasons?
18 A. Right. Which never happened.
19 Q. Okay. And do you --
20 MR. COLLINS: You can just answer it yes
21 or no, his question.
22 Q. You've been told that that was -- that's
23 what you've been told, correct?
24 A. Yes.
25 Q. Okay.

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1 This lawsuit alleges just what I think
2 we've read, that AMc has shared snippets of what
3 the NRA contends is confidential and proprietary
4 materials and with hostile third parties.
5 Do you have any other knowledge of
6 specific instances on which an Ackerman McQueen
7 employee either directly or indirectly provided
8 information to a media outlet?
9 MR. COLLINS: Again, if any knowledge
10 you have is based on conversations with your
11 attorneys, I would instruct you not to answer.
12 MR. DICKIESON: I'm objecting to that
13 objection.
14 MR. SCHERTLER: I don't want his
15 conversation but just whether he now has any
16 information that in his -- that would support the
17 allegation you've made in the complaint.
18 MR. COLLINS: If you can just answer
19 that yes or no.
20 A. I don't have any personally.
21 Q. Okay. So it's just that one thing about
22 Lacey Duffy.
23 A. That's the one that I know for a fact
24 with a name.
25 Q. Okay.

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1 A. I --
2 MR. COLLINS: You answered his question
3 already.
4 Q. Have you seen any emails or documents
5 from AMc employees to, let's say, media outlets
6 that disclose confidential NRA information?
7 A. No, I haven't.
8 Q. If I could just take you to page 14 and
9 15. At the very bottom of 14, it says, "To
10 resolve its concerns regarding these" -- I'm
11 sorry, this is paragraph 31. "To resolve its
12 concerns regarding these disclosures, on May 6th,
13 2019, the NRA requested that several key AMc
14 employees execute sworn declarations attesting
15 that they had not violated their confidential
16 obligations under the services agreement."
17 It then goes on to say, "The NRA
18 tailored the request narrowly, seeking
19 declarations only from senior executives who had
20 exposure to the information at issue and demanded
21 simply that these executives affirm that they had
22 complied and would continue to comply with their
23 legal duties."
24 Do you see that?
25 A. I do.

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1 Q. Were you aware of that?
2 A. I was aware of that.
3 Q. Is there anything in the services
4 agreement or the contract between the parties that
5 requires AMc employees to fill out such
6 declarations, to your knowledge?
7 MR. COLLINS: Objection. The services
8 agreement speaks for itself, but if you have an
9 understanding.
10 A. I don't know the answer to that, as to
11 what the service agreement says about that.
12 MR. SCHERTLER: Okay. Could I see
13 Exhibit 60, and what I'm going to propose is we do
14 this and then take a break.
15 MR. COLLINS: Okay.
16 (Exhibit 60 was marked for identification
17 and attached to the deposition transcript.)
18 BY MR. SCHERTLER:
19 Q. Well, let me show you Exhibit 60. Let's
20 just save the last for the best, right?
21 A. Okay. This is a services agreement.
22 Q. Yes. And are you familiar with this?
23 A. I would say I'm not an expert on it.
24 It's --
25 Q. Who would -- go ahead. I'm sorry. I

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1 didn't mean to interrupt you.
2 A. It's our treasurer's office and legal
3 staff that puts it together.
4 Q. Okay. And they would be the people most
5 knowledgeable about the terms of it?
6 A. Correct.
7 Q. Are you aware of the fact that the NRA
8 has -- I'm sorry, Ackerman McQueen has issued the
9 NRA invoices for work that was done in May and
10 June of this year just prior to the termination of
11 the agreement?
12 A. I think I have heard that, yes.
13 Q. And are you aware of the fact that the
14 NRA has refused to pay those invoices?
15 A. I am because -- and I think it's because
16 of the -- I am aware they refused to pay the
17 invoices.
18 Q. Do you have any understanding why they
19 refused to pay those invoices?
20 MR. COLLINS: Do not disclose any
21 conversations you had with your counsel, but if
22 you otherwise know.
23 THE WITNESS: Well, they would all be
24 conversations with counsel.
25 MR. COLLINS: Do you have any other

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1 independent basis for knowing why they have not
2 been paid? It's just a yes or no to me.
3 A. Well, the Ackerman McQueen's -- this
4 whole extortion attempt, I think, has something to
5 do with it.
6 Q. Well, why would that prevent you from
7 paying for work that had actually been performed
8 by Ackerman McQueen under the agreement?
9 MR. COLLINS: Objection. Calls for a
10 legal conclusion.
11 A. I'm not an expert on the services
12 agreement.
13 Q. Okay. Let me take you to page 10 of the
14 services agreement.
15 A. I do know one thing, though, that we
16 have a major issue in terms of nonpayment with
17 Colonel North in regard that Colonel North has
18 told NRA that he did not fulfill the obligations
19 under his contract to produce segments of his
20 television show that he was contracted to produce
21 and, in fact, told us that because of all the time
22 he had to spend, which is completely not accurate,
23 in terms of helping the NRA raise money and the
24 other issues that were not under his prerogative
25 as president, he did not have time to fool around

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1 with his television show, and NRA contracted him
2 for work product on the television show, which was
3 never delivered.
4 Q. And that comes from Colonel North?
5 A. Himself.
6 Q. Okay. He's told that to you?
7 A. He put it in a letter.
8 Q. A letter to the NRA?
9 A. A letter to the audit committee.
10 Q. Okay. Go to page 10, please.
11 Paragraph F at the very bottom says, "In
12 consideration of the dedication of a substantial
13 number of personnel and resources to provide the
14 services under this agreement and the necessity to
15 maintain such staffing levels and resource
16 allocations to enable AMc to continue to provide
17 such services upon any renewals hereof, the NRA
18 agrees to pay AMc a fair and equitable termination
19 fee to compensate it for the inevitable severances
20 and other reasonable costs incurred in conjunction
21 with such expiration or termination."
22 Are you familiar with that?
23 A. I just read it, yeah.
24 Q. And then the final sentence says, "Such
25 termination fees shall be negotiated in good faith

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1 by the parties and paid no -- to AMc no later than
2 the last day of this agreement."
3 Why is the NRA refusing to engage in
4 negotiations of this termination fee?
5 MR. COLLINS: Objection. Assumes facts
6 not in evidence.
7 A. That would be a legal issue that really
8 needs to be explained by the lawyers that have a
9 much better handle on that than I do.
10 Q. Okay.
11 MR. SCHERTLER: Why don't we take a
12 short break.
13 MR. COLLINS: Okay.
14 THE VIDEOGRAPHER: Going off the record.
15 The time is 18:23.
16 (A brief recess was taken.)
17 THE VIDEOGRAPHER: We're going back on
18 the record. The time is 18:41.
19 EXAMINATION
20 BY MR. DICKIESON:
21 Q. Good evening, Mr. LaPierre. My name is
22 David Dickieson. I'm counsel for Mercury Group
23 today.
24 A. Good evening.
25 Q. And I have some follow-up questions and

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1 some additional questions that relate to my
2 client.
3 MR. COLLINS: Let me just whatever, I
4 apologize, but just for the deposition on the
5 record, our position is the two defendants,
6 Ackerman McQueen and Mercury Group, are both
7 represented by the same law firm, both represented
8 by Mr. Schertler, who took the deposition for the
9 past whatever time period it has been, and that it
10 is improper to now try to split that up.
11 Mercury Group is not represented by a
12 different firm. It's actually appeared in court
13 through the same law firm that Mr. Schertler is
14 from. Ackerman Group and Mercury Group --
15 Ackerman McQueen -- have both been represented
16 throughout this proceeding from the same law firm,
17 and there's no grounds to split that up at this
18 point.
19 So we, one, object; and, two, direct the
20 witness that we're not answering any more
21 questions unless Mr. Schertler would like to come
22 back. We were told during a break that
23 Mr. Schertler had left to go out of town. We were
24 no given any prior notice of that. We would have
25 told Mr. Schertler this is our position, so in

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1 case he wanted to stay or if he wanted to read
2 your notes, but given the dynamics and the
3 specific facts presented here, we do not intend to
4 go forward.
5 MR. DICKIESON: Well, you realize that
6 there was a similar procedure done in another
7 deposition you attended and you allowed it. We
8 announced at the beginning of the deposition that
9 Mr. Schertler was representing Ackerman McQueen,
10 Inc., and I announced I was representing Mercury
11 Group, Inc. I lodged objections during the first
12 part to which there was no objection that that was
13 somehow a double-teaming representation.
14 So I think that if you don't have any
15 authority that says that we can't proceed with
16 Mercury Group having its own counsel ask
17 questions -- we welcome such authority, but I
18 don't believe such authority exists.
19 MR. COLLINS: I don't have the authority
20 on me because I didn't think this would come up.
21 MR. DICKIESON: It's come up before.
22 MR. COLLINS: Right. There was no
23 notice it was coming up today, and you have no
24 authority that you can do it, and, by the way,
25 yes, I have been in numerous courts in which they

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1 said one lawyer examines the witness, not more
2 than one.
3 MR. DICKIESON: One lawyer per party.
4 MR. COLLINS: Right, with the same law
5 firm.
6 MR. DICKIESON: Your client has sued two
7 parties. Two lawyers are entitled to ask
8 questions of the witness.
9 MR. COX: So are you renouncing on the
10 record that you no longer represent Ackerman
11 McQueen?
12 MR. DICKIESON: No, I don't need to
13 renounce anything.
14 MR. COX: You can't -- you can't just
15 switch hats.
16 MR. DICKIESON: Sure, I can.
17 MR. COX: No, that's unacceptable.
18 MR. DICKIESON: During this deposition I
19 have not been switching hats. I announced at the
20 very beginning that my client Tony Makris is here
21 representing Mercury Group. I announced that I
22 was representing Mercury Group at the beginning.
23 So I've not been switching hats in today's
24 deposition.
25 MR. COX: Not in the deposition, but all

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1 through proceedings in this case --
2 MR. DICKIESON: If you walk out, there
3 will be a motion to compel, and Mr. Wayne LaPierre
4 will be directed to come back and answer more
5 questions, and we'll be -- we'll have additional
6 charges. There will be a sanction for him walking
7 out of the deposition. You must acknowledge
8 that's an extreme solution here, that Mercury
9 Group --
10 MR. COX: It's an extreme solution at
11 6:45 at night. We've been here all day.
12 MR. DICKIESON: Yes, and you got here
13 late, and you took extra time at lunch, and we
14 have not yet hit seven hours yet -- or not hit six
15 hours. So that's not -- that's not our concern.
16 We're within the rules.
17 MR. GONZALEZ: How long do you
18 anticipate?
19 MR. DICKIESON: I've got a number of
20 follow-up questions that I think probably will
21 last 15, 20 minutes.
22 MR. COLLINS: And is it your position
23 that those questions all relate to Mercury Group
24 and have nothing to do with Ackerman McQueen?
25 MR. DICKIESON: No, of course they have

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1 something to do with Ackerman McQueen because
2 you've sued both of them.
3 MR. COLLINS: I'm just, again, trying to
4 get information.
5 MR. COX: So the questions could have
6 been asked by Dave Schertler.
7 MR. DICKIESON: That's not the test.
8 MR. COX: If you're saying they're
9 relating to both defendants, they could have been
10 asked by Dave.
11 MR. DICKIESON: If I were from a
12 different firm, you wouldn't say that I couldn't
13 ask questions that Mr. Schertler could have asked,
14 right?
15 MR. COX: If you were at a different
16 firm not representing both parties in the lawsuit.
17 MR. DICKIESON: But it's not the firm
18 that enters an appearance. It's the attorneys
19 that enter an appearance.
20 MR. COX: Right, but you're entering an
21 appearance --
22 MR. COLLINS: You've entered an
23 appearance for Ackerman McQueen, haven't you?
24 MR. DICKIESON: Today I entered an
25 appearance on the record for Mercury Group. I'm

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1 going to ask questions. He can walk out if he
2 likes and we'll have a motion to compel, but I'm
3 going to start asking questions. I'm not going to
4 fool around with this. All right?
5 MR. COLLINS: Well, first of all, we're
6 not fooling around. Your attitude is a problem.
7 Let us take two minutes. We're going to take two
8 minutes.
9 MR. DICKIESON: Sure.
10 THE VIDEOGRAPHER: We're going off the
11 record. The time is 18:46.
12 (A brief recess was taken.)
13 THE VIDEOGRAPHER: Going back on the
14 record. The time is 18:51.
15 BY MR. DICKIESON:
16 Q. Thanks. And thank you for staying for
17 my questions. Let me start to follow up on -- you
18 testified that you attended numerous meetings with
19 Ackerman McQueen people about NRATV and discussed
20 PIP analysis; is that right?
21 A. Correct.
22 MR. COLLINS: Just so we're clear on the
23 record, we are going to object to you asking your
24 questions. We're not stopping the deposition at
25 this precise time, and we intend to present the

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1 issue of whether your firm gets one examination or
2 more than one since there's two defendants. We
3 disagree with the deposition, but we'll present it
4 to the court, but proceed.
5 Q. At those meetings you got engagement
6 analytics?
7 A. Correct.
8 Q. And you received charts and data?
9 A. Correct.
10 Q. And you presented those -- or someone
11 presented those charts and data to the NRA Board
12 at board meetings; is that correct?
13 A. I did.
14 Q. You did.
15 And you testified that your request for
16 viewership, and they said it was impossible to get
17 that information. Is that right?
18 A. How many individual viewers that
19 translated into.
20 Q. And did you talk to PIP personnel to see
21 if they had that information?
22 A. No, I didn't. I was relying on Ackerman
23 McQueen.
24 Q. And they told you it was impossible to
25 get that information; is that correct?

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1 A. Ackerman McQueen told me that they could
2 not get that information.
3 Q. Okay. So -- but is it true that you're
4 suing to get that information that they've said
5 it's impossible to get?
6 MR. COLLINS: If you know.
7 A. I know that --
8 THE WITNESS: Can I speak on behalf of
9 our lawyers?
10 MR. COLLINS: No. Again, you don't want
11 it to be -- what was the question again?
12 MR. COX: Can you repeat the question.
13 (Record read.)
14 MR. COLLINS: You can answer that yes or
15 no.
16 And I assume when you say "you," you
17 mean NRA.
18 A. Yes, we are suing.
19 Q. And at the various meetings where NRATV
20 analytics were discussed, did you take notes on
21 your yellow pads?
22 A. I was given -- I was told I didn't
23 actually have to take notes on that because it was
24 all put in presentation books by Ackerman McQueen.
25 When I started to take notes, they said, "You

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1 don't need to. We're going to give it all to you
2 in a book."
3 Q. Did those meetings also cover other
4 areas that you took notes on a yellow pad?
5 A. Yes, they did. They talked about what
6 the NRATV networks were going to accomplish and
7 how -- how they were -- you know, the whole vision
8 of NRATV, that it was going to be diverse and
9 young and look like the country as a whole, and it
10 would be -- it would monetize itself because of
11 the fact that businesses would want to reach
12 quality -- those quality viewers that we have.
13 And, I mean, I bought into the -- I bought into
14 the whole vision, to tell you the truth.
15 Q. You said there were many meetings where
16 this was discussed; is that right?
17 A. Numerous meetings through 2017 and part
18 of 2018, but a lot in 2017, and 2016, probably,
19 too.
20 Q. And into 2019 as well; is that right?
21 A. I think up until -- well, I don't know
22 that I was in a meeting in 2019 on it, to tell you
23 the honest truth.
24 Q. Didn't you attend a meeting on NRATV
25 analytics a couple of days before the lawsuit was

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1 filed where you had to walk out?
2 A. I remember Nader talking about a
3 meeting. I don't know whether the meeting ever
4 occurred, to tell you the honest truth. I can't
5 remember if it did. I'm not trying to dodge the
6 question. I just can't remember.
7 Q. And if there were a meeting, you would
8 have some notes on a yellow pad somewhere; is that
9 right?
10 A. I'm not sure because I don't remember
11 the meeting.
12 Q. But if you did have a meeting, you would
13 have some yellow pad note; is that correct?
14 A. It's possible.
15 Q. Did you organize your yellow pads when
16 you were storing them?
17 A. No, I just threw them into boxes, just
18 boxes and boxes and boxes.
19 Q. And so when you say "boxes and boxes,"
20 isn't it true that you had like a third of your
21 three-car garage filled with these notepads?
22 A. Long ago -- no, I wouldn't say I had a
23 third of my garage filled with those notepads. I
24 probably had -- with those notepads, probably 10,
25 12, 13, 15 bins.

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1 Q. Okay. In the garage?
2 A. In the garage.
3 Q. Did you also store notepads in your
4 office somewhere?
5 A. No.
6 Q. You didn't have a room in your office
7 where it was full of --
8 A. Years ago I did, but not anymore.
9 Q. What happened to those notepads you had
10 years ago?
11 A. We threw them all out.
12 Q. When were they thrown out?
13 A. Years ago. Anybody that's been in my
14 office the last couple years knows that.
15 Q. But three years ago they would still see
16 those notepads?
17 MR. COLLINS: If you know.
18 A. There would have -- there were maybe --
19 yeah, maybe three years ago, there was -- you
20 know, that back room was there, but then it all
21 got cleaned out.
22 Q. What caused you to throw them out?
23 A. It was all dirty and dusty, and it was
24 just nothing that -- relevant in any of it.
25 Q. And then you saved the notepads in your

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1 garage; is that right?
2 A. Yes. Like I said earlier, I saved all
3 the stuff that was relevant. I saved all the
4 stuff that I might be using in speeches or
5 presentations or media sound bites, all the stuff
6 that -- yeah, that I go back on.
7 Q. When did you sort through your notepads
8 to determine what was relevant?
9 A. Well, I actually haven't sorted through
10 all of them. Some of the bins, I just turned over
11 to NRA, and some of it -- I just gave everything
12 from -- that I had from 2012 forward.
13 Q. So you organized them by year?
14 A. I actually had dates on the bins, yes.
15 Q. And on the notepad themselves, did you
16 have -- would there be a date for each entry?
17 A. No, no.
18 Q. So how would you determine --
19 A. They're a muddled mess.
20 Q. Okay.
21 I believe you testified earlier that you
22 gave the notepads to the attorney, and you just
23 said you gave the notepads to the NRA. Who
24 exactly did you give the notepads to?
25 A. They were brought in and they were given

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1 to -- the attorneys directed them to be put in a
2 room, and there's a room at the NRA that has those
3 notepads. It has the 12, 13, 14 bins.
4 Q. When were they brought to that room?
5 A. A couple months ago, a month or two ago
6 or three ago, four ago. Within the last couple
7 months because we needed to -- they were part of
8 the discovery in terms of the Attorney General and
9 New York State.
10 Q. Didn't you receive a letter from the
11 Attorney General to preserve records back in 2018?
12 A. Yes.
13 Q. And so you waited over a year before
14 assembling them and moving your files into the
15 NRA?
16 A. Yes. I was told -- I was told by --
17 when our legal counsel told me that --
18 MR. COLLINS: Don't --
19 THE WITNESS: Oh, okay.
20 MR. COLLINS: Can you just say what you
21 did?
22 A. Yes, I turned -- I turned -- I turned
23 all my stuff, everything I had, over to the NRA to
24 the point where there was nothing left in my house
25 at all within the last four months.

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1 Q. What about meetings that have occurred
2 since you turned them over? Do you still take
3 notes on yellow pads?
4 A. Not really.
5 Q. Is that a habit that you're no longer
6 following?
7 A. I just haven't been taking a lot of
8 notes on yellow pads lately.
9 MR. DICKIESON: Counsel, we haven't
10 received any documents relating to his yellow pad
11 notes.
12 MR. COLLINS: Okay. I'll check on it.
13 A. They're all there.
14 Q. Okay. So you mentioned that it would be
15 difficult to interpret them; is that right?
16 A. Well, I can read it. I have been told
17 by people that they can figure it out.
18 Q. Have they been produced to the New York
19 Attorney General's office?
20 A. I don't know -- I don't know the answer
21 to that. I turned them over to counsel, and I
22 don't know what counsel has produced or not
23 produced.
24 Q. And have you had to go through any sort
25 of process to interpret them for anyone else?

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1 A. No, I haven't.
2 Q. To your knowledge, no one has gone
3 through those notes; is that right?
4 A. I think our legal -- I think our -- our
5 legal counsel, I think, has gone through them.
6 Q. Have you prepared a key or a list of
7 abbreviations for anyone to use those notepads?
8 A. I haven't.
9 Q. Is it your understanding that someone
10 could review those notepads and make sense out of
11 them?
12 A. Yes, I think so. I think -- I think --
13 yeah. I mean, I've got a lot of abbreviated words
14 and a lot of (indicating), you know, stuff like
15 that, but yeah.
16 MR. DICKIESON: We definitely would like
17 to see --
18 MR. COLLINS: I understand.
19 MR. DICKIESON: -- the relevant notepads
20 turned over.
21 BY MR. DICKIESON:
22 Q. You mentioned, when the NRA was going
23 through this process of complying with the New
24 York Attorney General's guidance, that you had to
25 send out letters to all the vendors. Is that

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1 right?
2 A. That's correct.
3 Q. And some of them called you and said,
4 you mentioned FU, over the phone.
5 A. Right.
6 Q. Who did that?
7 A. I had a couple of them do it. I mean,
8 you know, Ackerman did it. MMP did it. I can't
9 remember.
10 Q. What is MMP?
11 A. Membership Marketing Partners.
12 And there were some others, I think,
13 that weren't particularly happy about it either,
14 some of the members.
15 Q. Did the NRA audit any of its vendors
16 other than AMc?
17 A. Yes, I think -- yes, it did.
18 Q. Who?
19 A. I would have to let counsel --
20 MR. COLLINS: Do you know? Just answer
21 yes or no.
22 A. I know they -- I know they went back and
23 forth and back and forth with MMP. I know that
24 they looked at -- I know they looked at a lot of
25 other contracts because they figured out that

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1 their business was being done by an invoice rather
2 than a contract so they had to change that whole
3 procedure. So they looked at all of those in
4 order to understand that. I think they did a
5 pretty comprehensive look at all of it, to tell
6 you the truth.
7 Q. Did they hire a third-party auditor for
8 anyone else other than Ackerman McQueen?
9 A. I don't believe so because as far as I
10 know, the other parties consented to be looked at
11 finally, even if they didn't like it at first.
12 Q. Did Ackerman McQueen refuse to allow an
13 examination?
14 A. You know, Angus, at the very start from
15 when I said, was, you're not going to look at our
16 records, you're not going to look at our records,
17 you're not going to look at our records.
18 From what I understand, there were a
19 number of attempts. Chuck Cooper made some
20 abbreviated attempt, and then wanted to hire
21 somebody else to do it, but that never panned out.
22 I think there was some other firm that I don't
23 know what the result was.
24 I -- it finally got to the point where I
25 had done everything I could to try to say, look,

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1 we don't think anybody did anything wrong. We
 2 just need to look at the records. And it got to
 3 the point where it was all in the lawyers' hands,
 4 and I just kind of stepped out of it, to tell you
 5 the truth.
 6 Q. You saw earlier today questions about in
 7 the services agreement there's a clause for
 8 examination of records. Isn't it true that the
 9 NRA every year would do an examination of Ackerman
 10 McQueen's records?
 11 A. To my knowledge, I thought that was -- I
 12 thought that was true.
 13 Q. And isn't true that Ackerman McQueen
 14 always provided information that was requested at
 15 the audit and the NRA had no problems with that?
 16 MR. COLLINS: Objection. Assumes facts
 17 not in evidence.
 18 A. There were -- there were never any
 19 problems with the -- with our audit -- with our
 20 outside audit, or I would have been informed of it
 21 by the treasurer's office.
 22 Q. So was there something additional, that
 23 Angus McQueen was saying, you'll never see our
 24 records, you'll never see our records, if this was
 25 being done routinely every year?

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1 MR. COLLINS: Objection. Assumes facts
 2 not in evidence. Misstates the testimony.
 3 A. Was there -- was there -- I'm sorry,
 4 could you repeat the question again.
 5 Q. Was there something different about the
 6 summer of 2018 request for examination that caused
 7 Angus to say, no, we won't give you those records?
 8 MR. COLLINS: Objection. Assumes facts
 9 not in evidence.
 10 A. I don't know the answer to that.
 11 Q. You're aware that there was a two-day
 12 audit in September of 2018 of Ackerman McQueen by
 13 the NRA?
 14 MR. COLLINS: Objection to --
 15 A. I'm not aware of that.
 16 MR. COLLINS: Excuse me, I'm sorry.
 17 Objection to the use of the word "audit."
 18 A. I'm not aware of that.
 19 Q. Are you aware of any sort of outside
 20 party coming in and examining AMc's records on
 21 behalf of the NRA?
 22 A. I think -- I think Chuck Cooper's firm
 23 made some attempt and did something, and it ended
 24 up being aborted for some reason. And there was
 25 another firm that I couldn't get the name of

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1 before that was hired that made some attempt, and
 2 I guess I don't -- I don't know how that panned
 3 out. I don't think it panned out very well.
 4 Q. Did the NRA get any sort of final report
 5 of that September 2018 audit?
 6 A. I don't know the answer to that.
 7 Q. To your knowledge, you don't recall
 8 seeing any final report?
 9 A. I never saw a report.
 10 Q. Was the Brewer law firm involved in that
 11 September 2018 examination?
 12 MR. COLLINS: If you know. Just say yes
 13 or no. Or I don't know, whatever it is.
 14 A. I don't know whether they were involved
 15 in September 2018, by date. I don't know that. I
 16 know -- yeah, I don't know, September 2018.
 17 Q. Who requested the September 2018
 18 examination?
 19 MR. COLLINS: Again, if you know.
 20 A. I don't know.
 21 Q. It wasn't you?
 22 A. No. The only thing that I made very
 23 clear from the start was -- and our general
 24 counsel made very clear -- was that everybody
 25 needs to be looked at because if there's something

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1 out of compliance, we need to self-correct, and
 2 that -- from that point, the lawyers all started
 3 working.
 4 Q. So was there a person at the New York
 5 Attorney General's office that issued a report
 6 that said you needed to self-correct?
 7 A. No. No one that I know of at the
 8 Attorney General's office said we needed to
 9 self-correct. From what I understand --
 10 MR. COLLINS: Again, if you got that
 11 understanding from counsel, do not disclose --
 12 A. Then I --
 13 MR. DICKIESON: He can testify what he
 14 understands.
 15 MR. COLLINS: Yes, no, or I don't know.
 16 THE WITNESS: But all of this comes from
 17 lawyers as to what I know.
 18 MR. COLLINS: Okay. But you can --
 19 Q. Did any of it come from government
 20 lawyers?
 21 A. No.
 22 Q. Did the government communicate in some
 23 way about what the NRA had to do?
 24 A. No, not that I know of.
 25 Q. So any sort of advice having to deal

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1 with NRA's self-correction was internally
2 generated by NRA's attorneys; is that correct?
3 A. Based on -- based on -- based on their
4 reading of New York not-for-profit law -- current
5 New York not-for-profit law, that's correct.
6 Q. And did -- you're aware that there was
7 another examination by an independent auditor,
8 FRA, in February 2019, correct?
9 A. Correct. That's one we talked about
10 earlier that I couldn't figure out the name of.
11 Q. Did the NRA get a written report of that
12 examination?
13 A. I don't know the answer to that.
14 Q. You didn't see one.
15 A. I didn't see one.
16 Q. Did the NRA receive an oral report of
17 that examination?
18 A. I don't know the answer to that.
19 Q. Do you know if the examination was
20 successful and got the information they were
21 requesting?
22 A. I don't.
23 Q. So how can you conclude that the AMc did
24 not cooperate in the audit?
25 A. As I -- as I said earlier, there's a

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1 point at which I kind of stepped back from it, and
2 it became a legal issue with all the lawyers, and
3 that's where it ended up.
4 Q. So who requested the February 2019
5 examination? Was it you?
6 A. It was -- to the best of my knowledge,
7 it would have been the lawyers that were carrying
8 out NRA's determination to look at the records.
9 Q. That would be the Brewer law firm?
10 A. Probably.
11 Q. Is there some other law firm you were
12 working with at the time?
13 A. No, I think it would have -- I think it
14 would have been -- I mean, it could have -- it
15 could have come from our general counsel's office
16 or the Brewer law firm.
17 Q. Did your general counsel have expertise
18 in New York nonprofit law?
19 MR. COLLINS: If you know.
20 A. I don't think so.
21 Q. Did the Brewer law firm have expertise
22 in New York nonprofit law?
23 A. Yes.
24 Q. So when you -- when you say that the AMc
25 stiff-armed the NRA in your prior testimony about

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1 providing information, were you forgetting about
2 the audit in September of 2018 and the audit in
3 February of 2019?
4 A. No, I was referring to -- I was
5 referring to the conversations that I had with
6 Angus back -- I think it was probably starting
7 about June of 2018 and July and August and
8 September and October, in those months.
9 Q. Do you have any written memorialization
10 of those conversations with Angus?
11 A. I don't. It was just me getting yelled
12 at.
13 Q. They're not in your yellow pads?
14 A. I did not write it down. It was just
15 him yelling at me.
16 Q. Did you notify him that the NRA had a
17 right under the services agreement to request an
18 examination?
19 MR. COLLINS: If you remember.
20 A. I can't remember whether I said that or
21 not because I'm not a legal guy. I think I just
22 went more from the fact that "Angus, I don't think
23 you guys have done anything wrong. I just
24 think -- it's just we need to look at everybody
25 because if there is something there, and I don't

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1 think there is, we need to self-correct," is the
2 way I put it to him.
3 Q. Were there NRA board meetings that
4 addressed the self-correction?
5 A. Yes, there were NRA board meetings
6 talking about New York State law, yes, there were.
7 MR. DICKIESON: And we haven't seen
8 those so we would ask that those be turned over.
9 MR. COLLINS: Understood. We have a
10 list going.
11 A. Most of those were in executive session
12 in a privileged atmosphere. In fact, they all
13 were, as far as I know.
14 MR. COLLINS: Sure. Thank you.
15 Q. Are they official records of the NRA?
16 A. I don't know whether --
17 MR. COLLINS: If you know.
18 A. I don't know whether NRA keeps records
19 when it goes into executive session. I think the
20 reason they go into executive session is so that
21 there won't be a public record of it, but I'm not
22 the expert on it. You'll have to ask our
23 secretary of the association.
24 Q. Were there any decisions that came out
25 of those executive sessions?

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1 MR. COLLINS: Say yes or no or I don't
 2 know.
 3 A. No, no decisions.
 4 MR. COLLINS: Just hold on a second, I
 5 apologize. I guess we've been going 20 minutes,
 6 and so, again, we object to going any further. Do
 7 you know where you're at?
 8 MR. DICKIESON: I'm making progress.
 9 MR. COLLINS: I apologize. I know it's
 10 always hard to estimate, but do we have another 20
 11 minutes, do we have five minutes?
 12 MR. DICKIESON: I think the longer we
 13 talk about it, the longer it's going to go so ...
 14 MR. COLLINS: Well, that's true, but,
 15 again, I guess we're going to object if we're at
 16 another 20 minutes. If we're five minutes, we're
 17 fine.
 18 MR. DICKIESON: I'm going to try to keep
 19 it to 15 minutes.
 20 Court Reporter, can you --
 21 Mr. Videographer, can you tell us how much time we
 22 have left in our seven hours.
 23 THE VIDEOGRAPHER: 45 minutes.
 24 MR. DICKIESON: All right.
 25

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1 BY MR. DICKIESON:
 2 Q. In your prior testimony, you said that
 3 there's a policy that contracts greater than
 4 \$100,000 have to go through a special approval
 5 process; is that right?
 6 A. That's correct.
 7 Q. Is that policy in the bylaws?
 8 MR. COLLINS: If you know.
 9 A. I don't think it's in the bylaws.
 10 Q. Where is it stated?
 11 A. I believe -- I'm not sure is my real
 12 answer. If you want me to speculate -- no.
 13 Q. Are there treasury rules that the Board
 14 has imposed on the treasurer?
 15 A. I would say yes, that's correct, and
 16 that's the -- yes, that's -- that's the way --
 17 that's the policy.
 18 Q. Are there any other rules, limitations
 19 on contracting authority that you're aware of?
 20 For example, is there a rule that anything greater
 21 than a million dollars has to be approved by the
 22 full Board?
 23 MR. COLLINS: If you know.
 24 A. No, I don't think -- I don't think there
 25 are any other rules.

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1 Q. You've testified that the NRA Board took
 2 no formal action to approve the litigation against
 3 AMc. Is that right?
 4 A. That's correct.
 5 Q. Were you the person who authorized the
 6 litigation against AMc and Mercury Group?
 7 A. I guess in the final analysis it would
 8 be our general counsel and -- but I -- but I
 9 understood they were doing it also and signed off
 10 on it.
 11 Q. When you say you "signed off on it,"
 12 what did you sign?
 13 A. Well, I didn't sign anything. I knew
 14 they were doing it.
 15 Q. So was it general counsel who authorized
 16 it or was it you?
 17 MR. COLLINS: Objection. If you know,
 18 if you have a current recollection at this time.
 19 And, also, it calls for a legal conclusion.
 20 A. I think I was informed that the
 21 lawyers -- the lawyers were doing this.
 22 Q. And by "lawyers," who are you referring
 23 to?
 24 A. The Brewer firm and our -- and working
 25 with our general counsel.

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1 Q. John Frazer.
 2 A. Correct.
 3 Q. At what point was Mr. Cox and his firm
 4 brought into the picture?
 5 A. I don't know the answer to that.
 6 Q. When you approved the litigation, did
 7 you know what it involved?
 8 A. I did. It involved -- I did. It
 9 involved the -- looking at the books and the
 10 records, and the one in Dallas involved the fact
 11 that Ackerman McQueen was still using NRA imaging
 12 and -- yes.
 13 Q. So, the first lawsuit that was filed
 14 April 12th, you knew that involved a demand for
 15 Oliver North's contract; is that right?
 16 MR. COLLINS: I'm going to object.
 17 We've gone through the first lawsuit already, and
 18 any questions that could have been answered --
 19 asked -- could have been asked. There was no
 20 limitation on that. And now we're replowing the
 21 same ground. So, anyway, I'm going to object
 22 and --
 23 MR. GONZALEZ: That's fine.
 24 BY MR. DICKIESON:
 25 Q. Go ahead and answer, please.

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1 A. I can't remember, but I -- it -- I know
2 that the lawyers -- our lawyers were determined to
3 look at -- to get Ollie North's -- take a look at
4 Ollie North's contract because the audit committee
5 was determined to look at it, and I think at that
6 point, from what we were informed, Ackerman
7 McQueen was objecting to Ollie North's contract
8 being looked at. And so I think that's how
9 Ackerman McQueen ending up getting hauled into it,
10 was we were being told Ackerman McQueen was
11 objecting to looking at -- to putting forth the
12 contract.
13 Q. If you can take a look at Exhibit 50,
14 which is the First Amended Complaint. And I'll
15 read for the record. I'm looking at page 8,
16 paragraph 18, and it says, "The specific concerns
17 that the NRA sought to investigate included
18 out-of-pocket expenses that lacked meaningful
19 documentation of NRA approvals, receipts, or other
20 support despite the requirements set forth in the
21 services agreement."
22 Do you see that?
23 MR. GONZALEZ: Page 8?
24 MR. DICKIESON: Page 8.
25 MR. COLLINS: I'm going to object. This

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1 is actually getting abusive now. There's no
2 reason why these questions weren't asked earlier.
3 We're reploting the same ground over and over
4 again.
5 MR. DICKIESON: If they weren't asked
6 earlier, then we're not plowing the same ground.
7 MR. COLLINS: We are. You had the
8 opportunity. He was asked about the document.
9 That question could have been asked. It wasn't.
10 And now we're going back to a document that was
11 examined for a while beforehand.
12 BY MR. DICKIESON:
13 Q. So out-of-pocket expenses, is that
14 something that was addressed in the February
15 audit, February 2019 audit?
16 A. That was conducted -- who --
17 Q. By FRA.
18 A. I don't know.
19 Q. You don't know if they got those
20 out-of-pocket expenses?
21 A. I don't.
22 Q. The second bullet point is lack of
23 transparency regarding AMc's annual budgets under
24 services agreement. Was that a subject that was
25 covered by the February 2019 audit by FRA?

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1 MR. COLLINS: If you know.
2 A. I don't know. I never saw the report
3 that that firm made, if they made one.
4 Q. You approved this lawsuit without
5 looking at the audit report?
6 MR. COLLINS: Objection. I think that
7 was just asked and answered.
8 A. I didn't -- I didn't see the audit
9 report.
10 Q. Do you -- were you informed of its
11 conclusions?
12 MR. COLLINS: You can say yes or no, I
13 don't recall, but that's it. Nothing further than
14 that for right now.
15 A. I don't -- I honestly don't recall.
16 Q. Okay. And then there's the next bullet
17 point, "Lack of transparency regarding fair market
18 value determinations." Is that something that was
19 covered in the audit?
20 MR. COLLINS: Again, if you know. Yes,
21 no, or I don't know.
22 A. I don't know.
23 Q. And then the fourth bullet point,
24 "Concerns that AMc was invoicing the NRA for
25 entire salaries attributable to NRA-dedicated

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1 personnel despite certain NRA-dedicated personnel
2 allocating substantial time to non-NRA clients."
3 Was that something that was covered in
4 the February 2019 audit?
5 A. I don't know. The two places I have
6 heard that was Chris Cox and Dan Boren -- Dan
7 Boren's emails.
8 Q. What did Chris Cox say about that?
9 A. He said that Dan Boren told him that the
10 reason Ackerman McQueen could not let -- would not
11 let people look at the records was that they were
12 double billing for employees.
13 Q. How did Dan Boren know that?
14 A. I don't know.
15 Q. Is that what you were relying on when
16 you approved the litigation asking for that topic?
17 A. I think that is one of the reasons that
18 NRA -- the attorneys at NRA wanted -- wanted to
19 explore that area.
20 Q. The last bullet point is "Refusal to
21 provide any data in writing, such as viewership
22 numbers, click-through rates, or related
23 performance metrics that enabled the NRA to
24 analyze the return on its investment in NRATV."
25 A. Right.

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1 Q. Is that something that was covered in
 2 the February 2019 audit?
 3 MR. COLLINS: If you know.
 4 A. I don't know. I don't know.
 5 Q. Did you -- weren't you actually given
 6 information on click-through rates or related
 7 performance metrics?
 8 A. I was given performance numbers on
 9 engagement and all of -- all of that that I talked
 10 about earlier. I know a lot of -- our people
 11 believe that those numbers are available and that
 12 I have just not been provided with accurate
 13 information. I am not an expert in this area so I
 14 don't know what is really the truth.
 15 I know -- I know that I have a lot of my
 16 people coming to me going, "Wayne, you're getting
 17 snowed. All those numbers are available. You're
 18 not being provided accurate information." But I'm
 19 not an expert in that area so I honestly don't
 20 know what the truth is.
 21 Q. Okay. You testified earlier that the
 22 Tyler Schropp credit card was in part because you
 23 were worried about leaks from your own treasurer's
 24 office; is that right?
 25 A. I think that's true. I think -- I think

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1 our treasurer was worried about that.
 2 Q. Were you worried about that?
 3 A. Well, the fact that our treasurer was
 4 worried about it, I was -- I guess I was worried
 5 about it.
 6 Q. Was there an investigation into leaks
 7 within the NRA?
 8 A. I don't think there was a formal
 9 investigation, but I think if you -- the people in
 10 our building -- there was all kinds of anecdotal
 11 evidence. I remember people talking about leaks
 12 coming from that office.
 13 Q. And so if there was a leak, how do you
 14 know that it came from AMc if it could have come
 15 from inside the NRA?
 16 A. I'm not saying it came from AMc. I'm
 17 saying it was -- it would -- that the reason AMc
 18 was trusted with -- with that information -- with
 19 that information was that NRA trusted -- the
 20 treasurer's office trusted AckMc to protect the
 21 information more than they trusted some of their
 22 own employees.
 23 Q. Is there a continuing problem with leaks
 24 at the NRA?
 25 A. I think there's a continuing problem

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1 with leaks all over the place from what I see when
 2 I pick up the paper.
 3 Q. Who at the NRA was fired for leaking?
 4 A. I don't know that anyone was fired for
 5 leaking.
 6 Q. Does that mean you didn't find anyone
 7 leaking?
 8 MR. COLLINS: I'm also going to object
 9 because I think this is getting way out of line
 10 for what's at issue in this case.
 11 MR. DICKIESON: My client has been
 12 accused of leaking, and we're saying they didn't.
 13 So I think I have every right to ask about leakers
 14 elsewhere.
 15 MR. COLLINS: Why would that be?
 16 MR. DICKIESON: Because there's another
 17 source for the information from someplace else.
 18 MR. COLLINS: You can answer that
 19 question if you can, if you know, yes, no, or I
 20 don't know.
 21 A. I think that there -- I think there is a
 22 belief that a lot of this information came from an
 23 NRA employee that is no longer an employee.
 24 Q. Who is that?
 25 MR. COLLINS: If you're saying it's

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1 confidential -- how did you learn that? If you
 2 learned that from an attorney, don't testify to
 3 it.
 4 THE WITNESS: Okay.
 5 BY MR. DICKIESON:
 6 Q. You're not going to give me his name --
 7 his or her name?
 8 A. No, because I am not sure of it one way
 9 or the other, to tell you the truth.
 10 Q. Okay. You stated that the -- that you
 11 have a security issue that requires you to take
 12 private planes; is that right?
 13 A. Correct.
 14 Q. Is the -- is the Board aware of that
 15 private plane requirement?
 16 A. They are.
 17 Q. And how do you know that?
 18 A. Because --
 19 MR. COLLINS: Objection. I'm pretty
 20 sure this was asked already. At least he --
 21 clearly he's testified that the Board was -- knew
 22 about it, so --
 23 MR. DICKIESON: No need to coach the
 24 witness.
 25 MR. COLLINS: It's not coaching the

1 witness. You're wasting our time. You're wasting
2 your time. You're wasting this --

3 MR. DICKIESON: If the question is
4 answered, then I move on to the next one.

5 MR. COX: You said 15 to 20 minutes.
6 We're now close to 40 minutes.

7 MR. DICKIESON: I'm still within my
8 seven hours.

9 MR. COLLINS: Wait, that's not what you
10 talked about. That's not what you talked about.

11 MR. GONZALEZ: You said 15 more minutes
12 after the last one, and we were taking a break.

13 MR. COLLINS: Right. That's what we're
14 saying. And we've been at --

15 MR. COX: We were at 20 minutes, and
16 we're going another 15.

17 MR. COLLINS: I apologize, just where do
18 you think we're at right now?

19 MR. GONZALEZ: 13 minutes.

20 MR. COLLINS: Okay. Good. We'll give
21 you two more minutes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17 MR. COLLINS: We're at the two minutes,
18 I think.
19 MR. DICKIESON: I'm done.
20 MR. COLLINS: We're going to take a
21 two-minute break or five-minute break and be right
22 back.
23 THE VIDEOGRAPHER: We're going off the
24 record. The time is 19:34.
25 (A brief recess was taken.)

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1 THE VIDEOGRAPHER: We're going back on
2 the record. The time is 19:37.
3 EXAMINATION
4 BY MR. COLLINS:
5 Q. Mr. LaPierre, did you authorize the
6 filing of the lawsuits against AMc?
7 A. I did.
8 MR. COLLINS: That's all the questions I
9 have.
10 MR. DICKIESON: I'm going to follow up
11 on that.
12 FURTHER EXAMINATION
13 BY MR. DICKIESON:
14 Q. When did you authorize the filing of the
15 first lawsuit?
16 A. When --
17 MR. COLLINS: If you remember. If you
18 remember.
19 A. I don't remember the actual date. I
20 knew that I -- I knew I was -- well, this goes
21 into what I was told by counsel.
22 MR. COLLINS: Yes, nothing that counsel
23 told you.
24 Q. The question is when.
25 MR. COLLINS: If you remember when.

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1 A. It was sometime in March or early April
2 of 2019.
3 Q. When did you authorize the filing of the
4 second lawsuit?
5 A. That would be sometime in -- I believe
6 over the -- either over the summer or early fall.
7 I remember that we were -- people -- our people
8 were concerned that the images were still being
9 used, and I think it was sometime in the summer
10 that -- or early fall that we filed -- sometime in
11 the -- I think it was sometime in the summer.
12 Q. That's your understanding of the second
13 lawsuit filed against AMc?
14 A. You know, I can't remember. I remember
15 being told that we needed to file it. I remember
16 being told why we needed to file it. I just
17 can't -- I don't remember what month it was filed
18 in.
19 Q. But is that your understanding, that the
20 second one was filed in Dallas?
21 A. Dallas, correct.
22 Q. In Federal Court.
23 A. In Federal Court.
24 Q. When did you authorize the third lawsuit
25 to be filed?

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1 MR. COLLINS: If you remember. Don't
2 speculate.
3 A. I don't -- I don't remember.
4 Q. Do you remember what the third lawsuit
5 is about?
6 MR. COLLINS: If you remember. Don't
7 speculate.
8 A. At this point I -- you know, at this
9 point, after these many hours, honestly I can't
10 recall what it's about.
11 Q. Are there any other lawsuits that you've
12 authorized against AMc and Mercury Group?
13 MR. COLLINS: You can answer that yes,
14 no.
15 A. I'm not -- I'm not -- I can't recall.
16 MR. DICKIESON: That's it. Thank you.
17 MR. COLLINS: Real quickly, sir, can we
18 just -- are we still on the record?
19 THE VIDEOGRAPHER: Yes.
20 MR. COLLINS: I have got one question.
21 MR. DICKIESON: I'm not sure that this
22 keeps going back and forth and back and forth.
23 MR. COLLINS: Why not?
24 MR. DICKIESON: Why not?
25 MR. COLLINS: Why not?

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1 MR. DICKIESON: Because you've had your
2 shot.
3 MR. COLLINS: You've had your shot. So
4 cross, recross. I'm going to ask him one
5 question.
6 FURTHER EXAMINATION
7 BY MR. COLLINS:
8 Q. Sir, do you remember seeing this during
9 your deposition earlier (indicating)?
10 A. I do.
11 Q. And do you see that that's different
12 case numbers (indicating)?
13 A. I do.
14 Q. And so my question goes back to, did you
15 authorize the lawsuits -- lawsuits that were filed
16 against AMc?
17 A. I did.
18 MR. COLLINS: That's all I ask. That's
19 it.
20 MR. COX: Just for the record, he was
21 showing him Exhibit 51.
22 MR. COLLINS: And just on the record
23 real quickly -- this not a question -- again,
24 we're going to designate the entire transcript as
25 confidential under the protective order.

1 THE VIDEOGRAPHER: This marks the end of
2 the deposition of Wayne LaPierre. We're going off
3 the record at 19:42.

4
5 (Signature having not been waived, the
6 deposition of Wayne LaPierre was concluded at 7:42
7 p.m.)

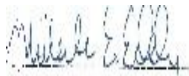
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1 CERTIFICATE OF SHORTHAND REPORTER

2
3 I, Michele E. Eddy, Registered Professional
4 Reporter and Certified Realtime Reporter, the court
5 reporter before whom the foregoing deposition was
6 taken, do hereby certify that the foregoing transcript
7 is a true and correct record of the testimony given;
8 that said testimony was taken by me stenographically
9 and thereafter reduced to typewriting under my
10 supervision; and that I am neither counsel for,
11 related to, nor employed by any of the parties to this
12 case and have no interest, financial or otherwise, in
13 its outcome.

14
15 IN WITNESS WHEREOF, I have hereunto set my
16 hand and affixed my notarial seal this 27th day of
17 September, 2019.

18
19 My commission expires July 14, 2022

20
21 
22 _____

23 MICHELE E. EDDY
24 NOTARY PUBLIC IN AND FOR
25 THE DISTRICT OF COLUMBIA