

EXHIBIT 12

In The Matter Of:

NRA v.

Ackerman McQueen

Charles Cotton

February 7, 2020



Min-U-Script® with Word Index

Page 1

1 IN THE CIRCUIT COURT FOR THE

2 CITY OF ALEXANDRIA

3 NATIONAL RIFLE ASSOCIATION)

4 OF AMERICA,)

5 Plaintiff,) Civil Case No.

6 vs.) CL 19001757

7 ACKERMAN MCQUEEN, INC., and)

8 MERCURY GROUP, INC.,)

9 Defendants.)

10 DEPOSITION OF CHARLES COTTON

11 Friday, February 7, 2020, 10:04 a.m.

12 Briglia Hundley, PC

13 1921 Gallows Road, Suite 750

14 Tysons Corner, Virginia

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1 DEPOSITION OF CHARLES COTTON,

2 a witness herein, called by the Defendants for

3 examination, taken pursuant to the Notice, by and

4 before Marjorie Peters, a Registered Merit Reporter,

5 Certified Realtime Reporter and Notary Public in and

6 for the Commonwealth of Virginia, at Briglia

7 Hundley, PC, 1921 Gallows Road, Suite 750, Tysons

8 Corner, Virginia, on Friday, February 7, 2020, at

9 10:04 a.m.

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1 P R O C E E D I N G S

2 C H A R L E S C O T T O N ,

3 a witness, having been first duly sworn, was

4 examined and testified as follows:

5 E X A M I N A T I O N

6 B Y M R . D I C K I E S O N :

7 Q . Good morning. My name is David

8 Dickieson, I represent the defendants, Ackerman

9 McQueen and Mercury Group.

10 Would you state your name for the

11 record.

12 A . Charles Cotton.

13 Q . What is your position with the NRA?

14 A . I'm a member of the board of directors

15 and I'm first vice president of the NRA.

16 Q . Mr. Cotton, how long have you been on

17 the board of directors of the NRA?

18 A . I was elected in 2001.

19 Q . How long have you been the chairman of

20 the audit committee?

21 A . I'm going to have to guess here.

22 Probably four years. It was during

Page 9

1 the time when Allan Cors was president. As much
 2 as -- as I can recall, that was about four years.
 3 Q. Did you serve on the audit committee
 4 before you became chairman?
 5 A. I did.
 6 Q. When were you first on the audit
 7 committee?
 8 A. That, I can't remember.
 9 Q. Would it have been a number of years
 10 before you became chairman?
 11 A. Well, it -- yeah, a number, but I can't
 12 tell you what that was.
 13 Q. Okay. What other committees of the NRA
 14 have you served on?
 15 A. Currently or ever?
 16 Q. Ever.
 17 A. That's going to be tough.
 18 Currently, I'm on the finance
 19 committee, legal affairs committee, bylaws
 20 committee, legislative policy committee -- I know
 21 I'm busier than this.
 22 In the past, I served on the

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1 education and training committee. We have rotating
 2 nominating committees, I've served on that committee
 3 three times.
 4 That's all I can think of.
 5 Q. Are you paid any compensation for your
 6 work on the NRA?
 7 A. No.
 8 Q. Have you ever been paid any compensation
 9 for the NRA?
 10 A. No.
 11 Q. Do you have a day job?
 12 A. Well, I used to.
 13 Q. What was that?
 14 A. I'm trying desperately to -- I'm an
 15 attorney. I'm trying desperately to retire.
 16 Q. Were you in private practice?
 17 A. Yes.
 18 Q. Were you with a law firm?
 19 A. Two different law firms.
 20 Q. What were those law firms?
 21 A. Well, the first one was -- at the time I
 22 went with them, it was Coats Yale. Coats,

Page 11

1 C-O-A-T-S, Yale, Y-A-L-E. And then we merged with a
 2 smaller, basically real estate firm.
 3 Coats Yale and five more names. The
 4 joke was we ran out of wall, so we just shortened it
 5 to Coats Rose, R-O-S-E.
 6 After that, two of us broke off and
 7 started a smaller firm, and that was -- what year
 8 was that? 1999. And it was Holm Bambace & Cotton,
 9 H-O-L-M, Bambace & Cotton.
 10 And then I wanted to start a firm
 11 with my oldest son, and we -- I left and started a
 12 firm with him in 2001.
 13 Q. What's the name of that firm?
 14 A. Cotton Farrell. Cotton Farrell PC.
 15 Q. Is that the firm you're currently
 16 practicing with?
 17 A. No. I mean, like I say, I'm seriously
 18 trying to retire. The only thing I'll do now is
 19 take sports shooting range cases.
 20 Q. Through Cotton Farrell?
 21 A. No. I mean, the firm is there, frankly,
 22 for my son.

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1 Q. Okay.
 2 A. But I'm not doing --
 3 Q. This would be your own work yourself?
 4 A. Correct.
 5 Q. Let's go back to your educational
 6 background.
 7 Where did you go to college?
 8 A. University of Houston.
 9 Q. And when did you graduate?
 10 A. 1980.
 11 Q. Did you go straight into law school from
 12 there?
 13 A. No. I worked as an accountant, and then
 14 went to law school. I started law school in '84.
 15 Q. Are you a CPA?
 16 A. Not anymore.
 17 Q. You were, though?
 18 A. Yeah, I was at one time.
 19 Q. So did you practice as a CPA between
 20 1980 and going to law school?
 21 A. Yes.
 22 Q. Where did you practice?

Page 13

1 A. The first firm was -- well, the only
 2 firm, really, was Hunter Farris in Houston. Then
 3 went to work for one of our clients, so I could go
 4 to law school.
 5 Q. Which client was that?
 6 A. The group -- the group that I -- the
 7 name of the company I worked for was Cravens Dargan
 8 Enterprises. Actually, that's not true. Cravens
 9 Dargan Management Services was technically my
 10 employer, but that was the management group for
 11 Cravens Dargan Enterprises.
 12 Q. Where did you go to law school?
 13 A. University of Houston.
 14 Q. When did you graduate?
 15 A. 1987.
 16 Q. Are you a member of the Virginia bar?
 17 A. No.
 18 Q. Are you a member of the Texas bar?
 19 A. Yes.
 20 Q. Do you live in Texas?
 21 A. Yes.
 22 Q. Where -- what's your address?

Page 14

1 A. My address?
 2 Q. Yes.
 3 A. 110 Eagle Lakes Drive, Friendswood, all
 4 one word, Friendswood, Texas.
 5 Q. ZIP code?
 6 A. 77546.
 7 Q. How long have you lived there?
 8 A. Lived in Friendswood 40 years. I have
 9 been in that house 19.
 10 Q. And you mentioned one son. Do you have
 11 other children?
 12 A. Yeah. Two boys -- well, actually my
 13 oldest son is actually my stepson. He was 3 years
 14 old when Martha and I got married. He's as much my
 15 son as my son. The other sone is Bryan, B-R-Y-A-N.
 16 Q. B-R-Y-E-N?
 17 A. A-N.
 18 Q. Sorry. The accent.
 19 A. That's okay.
 20 Q. How much of your time currently do you
 21 devote to NRA matters?
 22 A. Honestly, I couldn't tell you. I don't

Page 15

1 know. I don't keep timesheets. I don't get paid,
 2 so I don't keep timesheets.
 3 Q. Rough guess, 20 hours a week, 10 hours a
 4 week?
 5 A. I really can't give you an estimate. It
 6 varies a lot. Kind of the joke with my friends is I
 7 thought you guys retired, why are you so busy now?
 8 So it varies by week, but many hours a week. I'll
 9 put it that way. And primarily since April.
 10 Q. What happened in April that --
 11 A. That's when I was elected first vice
 12 president.
 13 Q. Okay. Was that at the annual meeting?
 14 A. Yes.
 15 Q. Were you running against anyone for that
 16 position?
 17 A. No.
 18 Q. Who nominated you for that position?
 19 A. The nominating committee.
 20 Q. What are the duties of the first vice
 21 president?
 22 A. Well, according to the bylaws, it's to

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1 basically fill in for the president whenever the
 2 president can't attend one of their functions, or at
 3 the behest of the president. That's the official
 4 job.
 5 Q. Do you have responsibilities for signing
 6 off on contracts for the NRA?
 7 A. No.
 8 Q. If a contract is greater than \$100,000,
 9 do you have to -- do the officers have to sign off
 10 on that?
 11 A. We have to acknowledge that there's a
 12 contract if it's 100,000 or more.
 13 Q. By "acknowledge," what does that mean?
 14 A. I'm sorry?
 15 Q. By "acknowledge," what do you mean?
 16 A. Well, it can be a signature. It can be
 17 presenting the matter to the board. It can be any
 18 number of things.
 19 Q. What are the any number of things that
 20 are included in your answer?
 21 A. Any way that we let the board know that
 22 we are aware of a given contract.

Page 17

1 Q. And is it just that you're aware of it,
 2 or do you have to approve it?
 3 A. We do not approve. We just have to be
 4 aware of it.
 5 Q. And is that something that general
 6 counsel would send you copies of that, those
 7 contracts, you would be aware of them?
 8 A. I don't know who sends them to us, to be
 9 honest with you. Somebody does, but I don't know
 10 who.
 11 Q. How do they arrive; do they arrive by
 12 e-mail?
 13 A. FedEx.
 14 Q. FedEx?
 15 A. Yes.
 16 Q. Always or...
 17 A. No. I mean, that's the general
 18 practice.
 19 Q. Okay.
 20 A. If I happen to be at headquarters and
 21 there's something I need to review, then I can do it
 22 when I'm there, but the vast majority of them come

Page 18

1 by FedEx.
 2 Q. And with a cover letter or just show up?
 3 A. Cover letter, no. There's a sheet that
 4 can be on there with information, but that's it.
 5 There's no cover letter.
 6 Q. The sheet is -- it asks for your
 7 signature; is that correct?
 8 A. Yes.
 9 Q. Would you review those contracts before
 10 signing, or just recognize that you're aware of
 11 them?
 12 A. No, I would review the contract.
 13 Q. And if you had a dispute with the
 14 contract, how would you register that?
 15 A. Well, I haven't had a dispute with any
 16 of the contracts we've had so far, so I can't really
 17 speculate what I would do.
 18 Q. How often does that happen?
 19 A. It varies a lot.
 20 Q. On average, though, once a month?
 21 A. There is no average. I can tell you it
 22 varies a lot. I may go three months and nothing. I

Page 19

1 may have a week and I get two. It just varies.
 2 Q. Do you know which official or person at
 3 the NRA FedEx them to you?
 4 A. No.
 5 Q. How do you communicate back your
 6 signature?
 7 A. When they send the FedEx, it has a FedEx
 8 return envelope in it. I put it in there and drop
 9 it in the FedEx Drop Box.
 10 Q. Have you ever sought advice in reviewing
 11 any of these contracts?
 12 A. I'm not sure I understand the question.
 13 Q. If you didn't understand something in
 14 the contract, did you seek any professional advice
 15 for it?
 16 A. No, that's never happened that I can
 17 recall.
 18 Q. What is the function of the audit
 19 committee?
 20 A. Responsibility of the audit committee is
 21 to interact with the -- our external auditors. And
 22 by that, I mean meet with them, planning the audit.

Page 20

1 We have one meeting during the pendency of the
 2 audit. And then when the audit is over, we have
 3 what I refer to as an exit meeting. We discuss
 4 their findings. We discuss anything that might be
 5 in the management letter, just to see if there's
 6 anything that we need to follow up on after they're
 7 through auditing. Okay, well, I left something out.
 8 And we are one of the -- I can't say depositories,
 9 but we are one of the go-to groups for any
 10 whistleblower complaints.
 11 Oh, I'm sorry. I need to add to my
 12 answer. I left out one function.
 13 MR. COLLINS: Okay.
 14 A. We are the committee that's responsible
 15 for reviewing related party transactions. And by
 16 that, I mean business transactions with board
 17 members.
 18 Q. I'm going to have marked as Exhibit 1
 19 for the Cotton deposition a series of e-mails that
 20 the top of the page, which is the last e-mail, is
 21 from Travis Carter to Katie Zezima, dated June 7,
 22 2019.

Page 21

1 (Cotton Exhibit 1, e-mail chain, 6.7.2019,
 2 NRA-AMc_000069937-942, was marked for
 3 identification.)
 4 Q. I want to direct your attention to the
 5 third page of this exhibit where there's an e-mail
 6 from Travis Carter to Katie Zezima, Beth Reinhard,
 7 Carol Leonnig, subject Follow-up, where it gives a
 8 description of the audit committee.
 9 Just for the record, let me read
 10 that the -- this is in response to a question from
 11 the Washington Post and Andrew -- no, excuse me,
 12 Travis Carter -- well, first of all, who is Travis
 13 Carter?
 14 A. I know a Travis with the Brewer firm. I
 15 don't know his last name, though.
 16 Q. This person seems to have a
 17 brewerattorneys.com e-mail address.
 18 A. Probably the same Travis.
 19 Q. What is his role with the NRA?
 20 A. He has no role with the NRA. He works
 21 for Bill.
 22 Q. And do you know why he's responding to

Page 22

1 the Washington Post questions?
 2 A. You'd have to ask him. I don't know.
 3 Q. In his response to the question that he
 4 gives on June 6, 2019, at 2:53 p.m., he states that,
 5 "The chairperson of the committee is Charles Cotton,
 6 first vice president of the NRA board of directors.
 7 In the interest of explaining the committee and its
 8 role, we offer the following information:
 9 According to the NRA, the audit
 10 committee oversees multiple aspects of NRA's
 11 internal controls, and is also responsible for
 12 vetting related party transactions, i.e., dealings
 13 with the NRA in which an officer, director or other
 14 key person has a financial interest. The audit
 15 committee consists solely of independent directors
 16 who themselves have no significant financial
 17 dealings with the association. When the audit
 18 committee determines that a potential conflict of
 19 interest exists, it prescribes ongoing procedures to
 20 manage the conflict, including recusal requirements
 21 and other controls."
 22 Does that accurately reflect the

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1 role of the audit committee?
 2 A. I would have to take issue with the
 3 first part of it, where he says that, "The audit
 4 committee oversees multiple aspects of the NRA's
 5 internal controls." I don't know what he meant by
 6 that, so I can't say whether or not it accurately
 7 depicts it or not.
 8 Q. Is there some other committee that
 9 oversees NRA's internal controls?
 10 A. Since I don't know what either he or you
 11 mean by "oversees internal controls," I don't know.
 12 Q. Okay. You're on the finance
 13 committee -- financial affairs committee; is that
 14 right?
 15 A. Finance, yes, sir.
 16 Q. Finance.
 17 Did they oversee internal controls
 18 of the NRA?
 19 A. No.
 20 Q. What's the function of the finance
 21 committee?
 22 A. It's to review the finances of the

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1 organization during our regular meetings. It also
 2 serves -- when the annual -- what we refer to as a
 3 budget is prepared. We discuss that with the
 4 individual department heads. We then ultimately
 5 make a recommendation to the entire board.
 6 Q. Does the entire board then vote on the
 7 recommendations of the finance department --
 8 A. Yes.
 9 Q. -- finance committee?
 10 A. Yes.
 11 Q. Does the finance committee work with
 12 Wayne LaPierre to make those budget recommendations?
 13 A. No.
 14 Q. Does Wayne LaPierre have a role in the
 15 budgeting process for the NRA?
 16 A. I mean, he's CEO. I don't know what he
 17 does on a day-to-day basis when they're putting the
 18 budget together, so I can't tell you precisely what
 19 he does. But he's CEO, so I have no doubt that he's
 20 involved.
 21 Q. Can you give me an example of when the
 22 audit committee has determined a potential conflict

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1 of interest with a board member and the NRA?
 2 MR. COLLINS: Objection to the form.
 3 A. I can't remember everything we've done
 4 over the whole time I've been on the committee or
 5 even the four years I've been chair.
 6 I can tell you that there was an
 7 issue with the Oliver North contract with your
 8 client. There were a couple of times when we were
 9 approached without a formal contract. I say, we're
 10 thinking about doing this, and it involves a board
 11 member. You know, give us your initial thoughts on
 12 this. Should we even pursue it? And in both of
 13 those cases, that I recall, we said, no, don't,
 14 because as the saying goes, don't cut down the tree
 15 because there's no way we can approve that.
 16 So -- but I can't tell you what we
 17 did that whole time I've been on the committee.
 18 Q. Okay. What was the Oliver North issue
 19 that you just mentioned?
 20 A. Well, summary version -- summary
 21 fashion, I should say, number one, what is the
 22 contract? We need to see it. We were told that it

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1 was a contract, independent -- making him an
 2 independent contractor to do what I call TV shows.
 3 I think the name of the series was going to be
 4 American Heroes. And it was -- if I remember
 5 correctly, it was supposed to be for three years or
 6 something like that, 12 episodes a year for three
 7 years, and that was it.
 8 Well, as you know, it ultimately
 9 turned out that was not the case.
 10 Q. Who told you that the Oliver North
 11 contract was going to be an independent contractor
 12 contract?
 13 A. I can tell you two people. I can't tell
 14 you the sequence. I'm not sure.
 15 Steve Hart and Ollie himself --
 16 excuse me, Colonel North himself.
 17 Q. And how did they communicate that to
 18 you?
 19 MR. COLLINS: Oliver North, please
 20 go ahead. Can we split those up between Oliver
 21 North and Steve Hart?
 22 MR. DICKIESON: Sure.

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1 MR. COLLINS: Start with Oliver
 2 North, he's asking -- answer that question.
 3 A. He called me -- I can't remember when it
 4 was. He called me. My words, not his. Okay. He
 5 was clearly upset about us -- "us" meaning the audit
 6 committee, wanted to see a copy of the contract
 7 because we had been advised of a summary of the
 8 terms.
 9 And I can't remember exactly what he
 10 said, but I got the impression that he thought that
 11 somebody was after him. I explained to him, I said,
 12 Ollie, we just -- I think I went over the conflicts
 13 policy -- I'm sorry, not conflicts, the related
 14 party transaction policy. He should know it,
 15 because he was a member of the board at the time.
 16 I went over that with him, and I
 17 told him, all we have to do is confirm that the
 18 summary we got is correct. That you are hired to do
 19 these TV shows, and that's it. That there's nothing
 20 extraordinary in there that would impact the NRA.
 21 And he said, okay, I'll -- you know, I can't give it
 22 to you until -- we called it AcMc. Until AcMc

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1 approves it because it has a confidentiality clause
 2 in it.
 3 Q. When did this conversation take place?
 4 A. I'm probably not going to be able to
 5 give you a single date. I'll try to give it to you
 6 in chronological order.
 7 It was before -- it was before
 8 annual meeting week. If I throw a date or even a
 9 month out, I'm going to be guessing.
 10 Q. And this is the annual meeting in April
 11 2019?
 12 A. That's the annual meeting week I was
 13 talking about, but that's not when this conversation
 14 occurred.
 15 Q. Okay. So when did this conversation
 16 occur?
 17 A. I just said, I can't tell you. I don't
 18 know.
 19 Q. Was it a month before or in this -- was
 20 it before the audit committee meeting in September
 21 of 2018?
 22 A. No, it was after the audit committee

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1 meeting in 2018.
 2 Q. Okay. So your prior testimony is, you
 3 said, what is the contract? Is it your testimony
 4 that you, as chairman of the audit committee, did
 5 not see the contract before it was approved by the
 6 audit committee?
 7 A. Correct. We -- what we approved was
 8 the -- we approved the relationship between Colonel
 9 North and AcMc based on the summary of the terms
 10 that we were given.
 11 Q. What was your understanding of the
 12 relationship you were approving?
 13 A. That he was going to be an
 14 independent -- I'm sorry, that Colonel North was
 15 going to be an independent contractor to Ackerman
 16 McQueen under contract to be the talent, if you
 17 will, for those TV shows.
 18 Q. And did -- was it important to you that
 19 he be an independent contractor as opposed to an
 20 employee?
 21 A. Absolutely.
 22 Q. Why is that?

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1 A. Because of divided loyalty.
 2 Q. And explain how that distinction creates
 3 a divided loyalty?
 4 A. He's -- he would be -- if he -- well, as
 5 you know, he was, turns out that he was an employee
 6 of our largest vendor, as well as a board member and
 7 president of the association, and at the time was
 8 quite -- to me, it was obvious that he wanted the
 9 investigation into AcMc to stop.
 10 Q. Are you talking about it was obvious to
 11 you in September of 2018 that he was going to be
 12 favorable to AcMc?
 13 A. I don't remember -- I can't put a time
 14 stamp on that. Too many events running together.
 15 Because remember, at the time all of this is going
 16 on, we are getting ready for a life or death battle
 17 with the attorney general of the State of New York.
 18 That was the focus. That was my focus. That was
 19 the focus of the administration. We had to survive.
 20 Q. You mentioned that you had a discussion
 21 with Steve Hart that you -- that this was an
 22 independent contractor status. When did that occur?

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1 MR. COLLINS: Say when.
 2 A. Again, I'm trying to put it in sequence.
 3 It was prior to -- it was prior to the board --
 4 committee and board meetings in September of 2018.
 5 Q. So quite a number of months before you
 6 had the discussion with Colonel North; is that
 7 correct?
 8 A. Well, since I don't -- can't tell you
 9 when I had that conversation with North, I can't
 10 answer the question.
 11 Q. Well, I think you said the Colonel North
 12 discussion occurred when there was a battle with
 13 AcMc; is that right?
 14 A. No, I didn't say that.
 15 Q. So you don't have any recollection at
 16 all whether or not it was in the fall of 2018 or the
 17 spring of 2019?
 18 A. I can't tell you when in there, but I
 19 believe it was after the September meetings and
 20 before the spring, because when we -- "we" being the
 21 committee, approved that -- what we believed was an
 22 independent contractor contract, we did so trusting

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1 Ollie would give us the contract, and trusting that
 2 the information in the summary we had been given was
 3 accurate.
 4 And we -- we did so with the
 5 understanding we would eventually get to see it, and
 6 if we had to take some action after that, if it
 7 turned out we were wrong and we had to add
 8 additional stipulations to it, we could do so.
 9 Those are the facts that I'm trying
 10 to use to bracket the time frame.
 11 Q. When you approved it or when the audit
 12 committee approved the Oliver North contract, was
 13 there anything in the approval that said, subject to
 14 review of the actual contract and any subsequent
 15 changes we need to make?
 16 A. Well, I'm not -- don't mean to quibble
 17 over terms, but we don't have the authority to
 18 approve or disapprove of anything. All we can do is
 19 say whether or not there is an irreconcilable
 20 conflict of interest between the board member and
 21 whatever company.
 22 So we can't approve it.

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1 I don't believe we put in the report
 2 that he's going to give us a copy of the contract
 3 later. But all along, he had told us that he would
 4 get a copy of it. He just kept saying, I can't do
 5 it until AcMc approves it.
 6 Q. All right. Let's have marked as Exhibit
 7 2 the National Rifle Association of America report
 8 of the audit committee dated September 8th and 9th
 9 of 2018.
 10 (Cotton Exhibit 2, NRA Report of the Audit
 11 Committee, 9.8-9.2018, NRA-AMc_00058070-076, was
 12 marked for identification.)
 13 Q. Do you recognize this report?
 14 A. Excuse me. I'm a lawyer, too.
 15 I recognize that it's my signature
 16 and it looks like one of our reports. I don't
 17 remember what all is in it now.
 18 Q. Who prepares these reports?
 19 A. The secretary of the audit committee.
 20 Q. Who was the secretary for this report?
 21 A. In September, it -- I don't remember.
 22 It was either Rick Tedrick or David Warren, and I

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1 don't remember which of the gentlemen was --
 2 Q. In the September -- in the first
 3 paragraph, it lists Rick Tedrick as committee
 4 secretary.
 5 A. Okay.
 6 Q. Is that what that references to?
 7 A. That's it.
 8 Q. Then there's a second -- that talks
 9 about a July 30th audit committee in the first few
 10 paragraphs. Then down at the bottom of the page, it
 11 talks about a September 6, 2018 meeting. Do you see
 12 that?
 13 A. Where are you now?
 14 Q. The last paragraph on the first page of
 15 this exhibit indicates that the --
 16 A. Oh, okay.
 17 Q. -- July 30th meeting is reported on, and
 18 now we're moving to September 6th. Do you see that?
 19 A. Okay. Yeah.
 20 Q. Is Rick Tedrick also the secretary for
 21 that meeting?
 22 A. Well, unless it's written on here, I

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1 don't know.
 2 Q. This notes that John Frazer, NRA
 3 secretary and general, served as committee
 4 secretary.
 5 A. Okay. Rick might have been out or sick
 6 or something.
 7 Q. So does that mean that John Frazer would
 8 have prepared these notes of the -- in the report
 9 for September 6th?
 10 A. I don't know. I mean, it's the job of
 11 the secretary. Did John take notes and give it to
 12 Rick and have him do the -- I just don't know.
 13 Q. Did you review the substance of this
 14 report before you signed it?
 15 A. Yes.
 16 Q. Do you recall when this was signed by
 17 you?
 18 A. No. It would have been -- it would have
 19 been during the -- what we call the board meeting
 20 week. It would have been at some time after the
 21 audit committee meeting and prior to the board
 22 meeting.

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1 Q. All right. So we've had some testimony
 2 about this meeting with other witnesses in this
 3 case, so let me just ask: Was there an open meeting
 4 before the audit committee went into closed session
 5 on September 6, 2018?
 6 A. I was hoping that it said when the
 7 meeting started, but it doesn't, so I can't recall,
 8 but I see that we went into executive session at
 9 12:40 p.m., so I don't know.
 10 Q. Would all of the participants listed in
 11 that first paragraph at the September 6th meeting,
 12 would they be allowed into the closed session, the
 13 executive session?
 14 A. Not necessarily, no.
 15 The only people that can stay is
 16 what I would call matter of right, I'm not saying
 17 that's the legal definition, but the only people we
 18 would say could stay would be board members and we
 19 have select staff that we may ask to stay to give
 20 explanations about things.
 21 It is also common that we'll have
 22 some staff members stay for a portion of the

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1 executive session and then have them leave.
 2 So I can't tell you who was there.
 3 Q. Do you know if there was a discussion of
 4 the Oliver North contract in the session prior to
 5 the executive session?
 6 A. If it's -- I don't recall. I don't see
 7 anything in this report to indicate one way or the
 8 other.
 9 Q. Do you see on the second page that the
 10 Oliver North contract was actually discussed
 11 sometime during the audit committee meeting?
 12 A. Oh, yeah. Oliver North contract was
 13 discussed during this meeting. I can't tell you if
 14 it was discussed prior to that.
 15 Q. Do you know if it was discussed in the
 16 open session of the meeting or in the closed session
 17 of the meeting or both?
 18 A. I can guarantee you it was not discussed
 19 in the open session.
 20 Q. How can you guarantee that?
 21 A. Because I wouldn't do that.
 22 Q. Why is that?

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1 A. Because I consider it confidential.
 2 Q. The Oliver North contract was
 3 confidential?
 4 A. I think all of this stuff that we did
 5 was confidential.
 6 Q. Okay.
 7 A. I want my committee members to feel
 8 comfortable discussing anything and everything about
 9 these issues that we deal with. And it's been my
 10 experience over the years, I can best generate that
 11 atmosphere by going in executive session.
 12 Q. Okay. Was there a representative
 13 present to discuss the details of the Oliver North
 14 contract?
 15 A. I don't remember if Steve Hart was there
 16 or not. John Frazer would have been.
 17 Q. It lists outside counsel, Steve Hart.
 18 A. Yes, it does list Steve Hart. So, yes,
 19 he was there --
 20 MR. COLLINS: Just say -- when give
 21 possible -- whoever you remember was there, just
 22 give the names and wait for the next question.

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1 A. As I sit here, I can't say I -- I can
 2 visualize them sitting there.
 3 Q. Do you remember who participated in the
 4 discussion of the Oliver North contract?
 5 A. Everybody on the committee, plus
 6 counsel.
 7 Q. Do you recall if there were documents
 8 placed in front of the committee members summarizing
 9 the Oliver North contract?
 10 A. I don't recall that, no.
 11 Q. Do you recall if there was -- well, how
 12 did the committee learn about the details of the
 13 Oliver North contract?
 14 A. Again, we didn't have the details. We
 15 had a summary. And as I told you earlier, that was
 16 provided by Steve Hart.
 17 Q. Okay. Do you recall what the summary
 18 looked like; was it one page, two pages, ten pages?
 19 A. No, he called me -- I'm sorry. I didn't
 20 mean to cut you off.
 21 Q. Was it a multiple-page document, or was
 22 it -- can you describe the summary?

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1 A. I didn't see a piece of paper. It was a
 2 phone call.
 3 Q. Okay. Is it your testimony that the
 4 audit committee decision on the Oliver North
 5 contract was based on a summary of facts given to
 6 you during a Steven Hart phone call?
 7 A. That is part of the information that was
 8 discussed in the meeting. It's not as though --
 9 well, number one, I didn't have the authority as the
 10 chair to say, okay, we're going to approve it. He
 11 gave me the information and it was provided to the
 12 committee members.
 13 Q. How was it provided to the committee
 14 members?
 15 A. We talked about it.
 16 Q. Okay.
 17 So was Steven Hart there to talk
 18 about it?
 19 MR. COLLINS: You can say yes or no.
 20 THE WITNESS: I'm sorry?
 21 MR. COLLINS: You can say yes or no.
 22 A. He's -- this is the only thing I can

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1 tell you for sure: He's listed on the report as
 2 being president. We would not kick our counsel out
 3 of the special session, special session talking
 4 legislative.
 5 We would not kick him out of an
 6 executive session. My gut tells me he was there. I
 7 can't say that I remember him being -- sitting there
 8 right now.
 9 Q. And is it your testimony, sitting here
 10 today under oath, that Steven Hart told you this was
 11 an independent contractor contract?
 12 A. Yes.
 13 MR. COLLINS: Can we just take a
 14 minute.
 15 MR. DICKIESON: Sure.
 16 (RECESS, 10:43 a.m. - 10:49 a.m.)
 17 MR. DICKIESON: All right. Back on
 18 the record.
 19 BY MR. DICKIESON:
 20 Q. Let's look at the second page of Exhibit
 21 2, under the heading 1, Oliver North. These are the
 22 resolution -- this is the resolution that was

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1 approved by the audit committee with respect to the
 2 Oliver North contract; is that correct?
 3 A. Yeah, it was the resolution that was
 4 adopted, yes.
 5 Q. In that resolution, it lists the factors
 6 that were considered; is that right?
 7 MR. COLLINS: Objection to the form.
 8 A. It lists -- it lists the factors --
 9 remember, when we're looking at a related party
 10 transaction, is it -- we have to decide, is it fair
 11 and reasonable, is it in the best interests of the
 12 NRA? And all we do with these is try to lay out why
 13 we think -- obviously, if we adopt the resolution,
 14 we're laying out why we think it is just that.
 15 Q. Were the factors considered listed here
 16 in this resolution an accurate summary of the
 17 factors considered?
 18 A. It's not a summary of everything that
 19 was discussed, no.
 20 Q. Okay. You mentioned that you believed
 21 that the most important factor was the independent
 22 contractor status; is that correct?

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1 A. I can't say the most important. It was
 2 a -- to me, it was a critical factor.
 3 Q. And was that factor considered by the
 4 audit committee?
 5 A. Yes.
 6 Q. Why is that factor not listed in the
 7 resolution?
 8 MR. COLLINS: Objection to the form.
 9 A. The factors that we're talking about
 10 here in this paragraph that you're talking about are
 11 the unique factors about Colonel North, why we
 12 thought he was valuable enough, if you will, to the
 13 NRA to adopt this resolution. It's -- it does not
 14 and was never intended to be an all-inclusive
 15 summary of the factors that were actually discussed.
 16 Q. Okay. But is it accurate to say in the
 17 second whereas clause that the audit committee
 18 undertook to analyze whether the AMc contract gave
 19 rise to an improper conflict of interest; is that
 20 accurate?
 21 A. Yes.
 22 Q. Isn't your testimony that one key factor

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1 is whether or not this is an employment contract or
 2 an independent contractor contract?
 3 MR. COLLINS: Objection to the form.
 4 A. Yeah, I said that several times now.
 5 Q. Was that factor considered by the audit
 6 committee?
 7 A. Yes.
 8 Q. Do you know a reason why that factor was
 9 not listed among the resolutions?
 10 A. There was no reason to.
 11 Q. Is it your understanding that that
 12 factor was actually discussed at the audit committee
 13 meeting?
 14 MR. COLLINS: You can say yes or no.
 15 A. Yes.
 16 Q. Do you know who raised that factor at
 17 the audit committee meeting?
 18 MR. COLLINS: You can say who.
 19 A. Who first raised it, I do not know that.
 20 Q. Do you know who focused on it at the
 21 audit committee meeting?
 22 A. The entire committee.

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1 Q. Do you know if anyone at the audit
 2 committee meeting had actually seen the Oliver North
 3 contract?
 4 A. I can only speak for myself, and the
 5 answer is no for me.
 6 Q. At the audit committee meeting where
 7 you're the chairman and you're analyzing a contract,
 8 you don't know if anyone in that committee has seen
 9 the contract; is that what your testimony is?
 10 MR. COLLINS: Objection to the form.
 11 A. What I have already told you is I did
 12 not see it. I can't say if anyone else did. To my
 13 knowledge, no one did because we were trying to get
 14 it from Ollie.
 15 Q. You were trying to get it from Ollie
 16 back in September of 2018?
 17 A. Yes.
 18 Q. Did you make requests to Oliver North in
 19 writing for that contract?
 20 A. I didn't.
 21 Q. Do you know if anyone did?
 22 A. I don't know one way or the other.

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1 Q. Do you know if Oliver North refused to
 2 give the contract prior to this September 2018 audit
 3 committee meeting?
 4 A. He -- he refused or told me why he
 5 refused during that conversation I described to you
 6 earlier. What I can't tell you is when that
 7 conversation occurred.
 8 Q. Okay.
 9 A. So I can't say if it was prior to this
 10 meeting or not.
 11 Q. Okay. Were you aware -- well, who
 12 negotiated the Oliver North contract; did you have
 13 any knowledge of that?
 14 A. No, sir, I don't.
 15 Q. When you were -- is that because you
 16 have forgotten or you just never knew?
 17 A. I never knew that.
 18 Q. Did you ever have any discussions with
 19 Wayne LaPierre about the Oliver North contract?
 20 A. No, not that I can recall. I know he
 21 wasn't in on the audit committee meetings.
 22 Q. Did you ever have any discussions with

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1 anyone other than Oliver North or Steve Hart outside
 2 this audit committee meeting about the Oliver North
 3 contract?
 4 A. I've had discussions with counsel.
 5 That's attorney-client privilege, so...
 6 Q. By "counsel," you're referring to the
 7 Brewer law firm?
 8 A. Brewer law firm, our general counsel,
 9 our board counsel.
 10 Q. And board counsel is Mr. Hart; is that
 11 correct?
 12 A. Well, at one time it was, but now it's
 13 Whit Davis.
 14 Q. Have you had discussions with Mr. Davis
 15 about the Oliver North contract?
 16 A. No.
 17 Q. So it would have to be Mr. Hart, then;
 18 is that correct?
 19 A. Well, if -- okay. Let me back up.
 20 I've talked about the Oliver North
 21 contract with lawyers with the Brewer firm, with our
 22 general counsel, and the discussion I've told you

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1 about earlier with Hart where he gave me the --
 2 MR. COLLINS: Wait.
 3 THE WITNESS: I'm sorry. I'm sorry.
 4 MR. COLLINS: So at this point, we
 5 are going to take the position that was a privileged
 6 conversation. We're still investigating it, and I
 7 will certainly get back to you during the lunch
 8 break of whether we are going to continue to contend
 9 that it's privileged. I just got to -- I want some
 10 more background on this, but at this point -- can I
 11 ask him a question?
 12 MR. DICKIESON: Sure.
 13 MR. COLLINS: Did you take it he was
 14 acting as an attorney in that role --
 15 THE WITNESS: Well, sure.
 16 MR. COLLINS: -- in that
 17 conversation?
 18 So we're going to take the position,
 19 let's just say, it's privileged, but we will
 20 evaluate and get back to you no later than the lunch
 21 break. But then I would instruct you not to answer.
 22 BY MR. DICKIESON:

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1 Q. Let me ask the foundation questions.
 2 When you were talking to Mr. Hart,
 3 was he giving you any legal advice?
 4 A. Hart was giving us legal advice on every
 5 aspect of this -- of everything we were doing at
 6 that point because --
 7 Q. No, no, no --
 8 A. Can I finish?
 9 Q. -- I'm talking about the conversation.
 10 A. Can I finish my answer?
 11 MR. COLLINS: No, let him finish.
 12 A. He was giving us -- we always wanted
 13 lawyers there because we wanted their opinions about
 14 everything once we found out the New York AG was
 15 coming after us. I mean --
 16 Q. When did you find out that the New York
 17 AG was coming after you?
 18 A. Weeks, at most, before we hired the
 19 Brewer firm, and I can't tell you when that was.
 20 Q. Okay. So early 2018?
 21 A. I don't -- I wish I could remember when
 22 we hired Bill, but I don't know.

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1 Q. Okay.
 2 A. Bound to have some documents, but it was
 3 very shortly before we hired Bill because we said,
 4 oh, God, we got to get ready for this.
 5 Q. In the conversation with Mr. Hart where
 6 you discussed the Oliver North contract, was he
 7 giving you legal advice, or was he providing you
 8 facts about the Oliver North contract?
 9 A. Both.
 10 Q. What facts was he giving you about the
 11 Oliver North contract?
 12 MR. COLLINS: I'm going to instruct
 13 you that that's privileged at this time if whatever
 14 facts he gave you was pursuant to also giving you
 15 legal advice on the facts that he's telling you.
 16 THE WITNESS: Okay.
 17 Q. Did you think you needed legal advice
 18 with respect to the Oliver North contract?
 19 A. I'm like every trial lawyer. I think
 20 I'm the best guy that ever walked in the courtroom,
 21 but I know better than that. When I can have a
 22 lawyer's opinion on something, I want it.

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1 The stakes are too high. If we lose
 2 to the New York AG, the NRA goes -- they're going to
 3 dissolve our charter and we're gone.
 4 So, yes, I want legal advice for
 5 every step I take, if I can possibly have it.
 6 Q. And you mentioned that you want the
 7 advice and the opinions. My question is, did you
 8 also get facts from Mr. Hart about the Oliver North
 9 contract?
 10 MR. COLLINS: You can say yes or no.
 11 A. Yeah.
 12 Q. Okay. What facts did you get from
 13 Mr. Hart about the Oliver North contract?
 14 MR. COLLINS: And at this time, I'm
 15 instructing you not to answer to the extent those
 16 facts were discussed in connection with you -- you
 17 obtaining legal advice.
 18 THE WITNESS: Okay.
 19 Q. Did you rely on any facts that Steven
 20 Hart gave you in your evaluation of the Oliver North
 21 contract?
 22 A. Absolutely.

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1 Q. And what facts did you rely on in making
 2 that decision?
 3 A. The ones that Steve gave me.
 4 MR. COLLINS: Otherwise, I'm
 5 instructing you not to get into the substance at
 6 this time.
 7 MR. DICKIESON: So you're
 8 instructing him not to answer the facts that he
 9 relied on in approving the Oliver North contract?
 10 MR. COLLINS: No. You can ask him
 11 what facts did he rely on. I thought it was tied to
 12 what Steve Hart -- facts Steve Hart told him.
 13 BY MR. DICKIESON:
 14 Q. Okay. What facts did you rely on in
 15 approving the Oliver North contract?
 16 A. All of that was discussed in the
 17 executive session with multiple lawyers present,
 18 so...
 19 MR. COLLINS: But I think you can --
 20 (Off the record between co-counsel.)
 21 THE WITNESS: Hey. Come here, guys.
 22 (RECESS, 11:01 a.m. - 11:02 a.m.)

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1 MR. COLLINS: I think you asked him
 2 what facts did he rely on.
 3 MR. DICKIESON: Yes.
 4 MR. COLLINS: We will allow him to
 5 answer what facts.
 6 THE WITNESS: The facts that I
 7 personally relied upon in recommending adoption of
 8 this resolution concerning the Oliver North contract
 9 was the fact that he was an independent contractor
 10 that was under contract to be the talent, if you
 11 will, in a total of 36 TV shows, 12 monthly -- I
 12 mean, 12 annually for three years.
 13 BY MR. DICKIESON:
 14 Q. Any other facts?
 15 A. Those that are listed here, his
 16 notoriety, his value to the NRA in terms of a public
 17 figure and all of that.
 18 (Cotton Exhibit 3, North Contract Summary, was
 19 marked for identification.)
 20 Q. Let me show you what we'll mark as
 21 Exhibit 3, a contract summary that was used during
 22 the Hart deposition.

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1 Do you recognize this contract
 2 summary?
 3 A. I don't recall ever seeing this.
 4 MR. COLLINS: Would you hold on a
 5 minute.
 6 Okay. Gotcha. Okay. Please go
 7 ahead. I apologize.
 8 A. I don't recall ever seeing this.
 9 Q. Did you ask for something like a
 10 contract summary to be drafted for the audit
 11 committee?
 12 A. No.
 13 Q. Do you know if anyone did prepare a
 14 contract summary for the audit committee?
 15 A. I don't know who prepared Exhibit 3,
 16 but -- so the answer is no, I don't know if someone
 17 asked for it or not.
 18 Q. I believe you said it's your testimony
 19 that there was no written document that was being
 20 considered by the audit committee that summarized
 21 the North contract; is that right?
 22 A. I don't recall testifying to that, but I

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1 don't recall any written document.
 2 Q. Before you put that away, is that
 3 contract summary an accurate summary of the Oliver
 4 North contract with Ackerman McQueen?
 5 A. Well, as we learned later, no.
 6 Q. What's inaccurate about it?
 7 A. He's a W2 employee, and his involvement
 8 as an employee of AcMc is not limited to TV shows.
 9 Q. And does this indicate that he is not a
 10 W2 employee?
 11 A. Well, the document speaks for itself.
 12 Q. But what is it about a W2 employee that
 13 you think is inaccurate about this contract summary?
 14 MR. COLLINS: Objection to the form.
 15 A. Okay. I'm sorry. Try that question
 16 again. I'm sorry. I was reading it.
 17 Q. Your testimony was that this contract
 18 summary was not accurate because it didn't represent
 19 his W2 employee status.
 20 A. Correct.
 21 Q. What status does this represent?
 22 A. It's silent as to the status, but it is

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1 limited to 12 feature-length episodes will be
 2 produced during each 12 month of the three-year
 3 contract.
 4 Q. You say that's inaccurate?
 5 A. Yes.
 6 Q. What's inaccurate about that?
 7 A. He's a W2 employee without any
 8 limitation on what he will be doing for AcMc.
 9 Q. Have you seen the contract for Oliver
 10 North?
 11 A. No.
 12 Q. So how do you know that there's no
 13 limitation on what he does for Ackerman McQueen?
 14 A. Based on discussion with counsel.
 15 Q. Which counsel?
 16 A. Bill Brewer, Sarah, perhaps John Frazer.
 17 I'm not sure about John.
 18 Q. Okay. Did the audit committee have the
 19 compensation levels that's -- before it when it was
 20 considering the Oliver North contract?
 21 A. I don't recall. I don't recall that,
 22 no.

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1 Q. Do you consider that a factor that
 2 should be considered by the committee?
 3 A. No.
 4 Q. It didn't matter if it was 25 million or
 5 \$25,000?
 6 MR. COLLINS: Objection to the form.
 7 A. No. I mean, whatever Colonel North and
 8 AcMc -- whatever they decided to pay him for, that's
 9 fine. That's between them, not us.
 10 Q. Do you think that there's a greater
 11 possibility for personal interest and conflict if
 12 the amount is very large?
 13 A. Not if it's truly an independent
 14 contract. If all he was under contract to do is
 15 make TV shows, then there was no risk to the NRA.
 16 If he didn't perform under his contract, that's an
 17 AcMc issue, not ours.
 18 Q. As far as divided loyalty between the
 19 NRA, do you think that loyalty would be greater
 20 towards an employer that's paying you \$2 million
 21 than an employer that's paying you \$2,000?
 22 MR. COLLINS: Objection to the form.

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1 A. If he was a W2 employee, absolutely. If
 2 he was an independent contractor, no.
 3 Q. So that status is really the most
 4 important thing in your mind; is that right?
 5 MR. COLLINS: Objection to the form.
 6 A. As I've said earlier, it is not the most
 7 important. It is an important issue.
 8 Q. Okay. What is the most important issue?
 9 A. There is no single issue.
 10 Q. Okay. The resolution on Exhibit 2,
 11 second page, has the second criteria that, "That any
 12 material change in the terms of the AMc contract or
 13 duties under the AMc contract be disclosed to the
 14 committee and approved prior to execution."
 15 Were you aware of any material
 16 change in the terms of the Ackerman McQueen contract
 17 during that time period after the audit committee
 18 and before April of 2019?
 19 A. There was material change in that we
 20 adopted this resolution based upon the understanding
 21 and the representation that he was an independent
 22 contractor. When it turned out that he was a W2

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1 employee, that was a huge change. It was a sea
 2 change.
 3 Now, whether or not there were any
 4 amendments to his employment contract after the
 5 point he first signed it, I don't know.
 6 Q. Your testimony just said that there was
 7 a representation of an independent contractor
 8 status. Are you again referring to representations
 9 by Mr. Hart and Mr. North?
 10 A. I'm not going to --
 11 MR. COLLINS: Objection to what --
 12 A. I'm not going into what counsel said.
 13 MR. COLLINS: Objection.
 14 Well, you can certainly answer as to
 15 Mr. North or Colonel North. Excuse me.
 16 Q. Are you relying on a representation of
 17 Mr. North that he was going to be -- that he was an
 18 independent contractor?
 19 A. Yes. I trusted him.
 20 Q. Okay. And that representation was made
 21 in a phone call?
 22 A. Yes.

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1 Q. And how long was that phone call?
 2 A. A few minutes.
 3 Q. What was the purpose of the phone call?
 4 A. He was -- he was -- number one, as I
 5 mentioned earlier, seemed to be concerned that
 6 somebody was out to get him. And I assured him, no,
 7 we're worried about the AG. We have to document
 8 everything.
 9 And he also -- well, I can't be sure
 10 what else he was talking about. I don't remember.
 11 Q. This was before the audit committee
 12 meeting in September of 2018; is that correct?
 13 A. As I told you before, I cannot tell you
 14 if it was before that or if it was between the
 15 September meeting and the annual meeting in the next
 16 April.
 17 Q. So my question goes to when you were at
 18 the audit committee meeting in September 2018, and
 19 your belief is that this is an independent contract
 20 and not an employee contract?
 21 A. Correct.
 22 Q. And you don't know if you talked to

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1 Colonel North before the meeting. What was the
 2 basis for your understanding that this was an
 3 independent contract?
 4 A. I just told you.
 5 Q. The discussion with Colonel North?
 6 A. That was one of the things, yes.
 7 Q. But that happened after the meeting?
 8 A. I don't know if it did or not, I told
 9 you earlier. You keep trying to pin me down on the
 10 time. I don't know. I can tell you sequence for
 11 most of it, but I don't know.
 12 Q. So if you don't know if it happened
 13 before, then how do you know that it was an
 14 independent contract at the time of the meeting?
 15 A. Because that was discussed in the
 16 meeting.
 17 Q. By whom?
 18 A. By the entire committee.
 19 Q. The entire committee had information
 20 that you didn't have?
 21 A. No, the entire committee -- fellow
 22 members of the committee didn't have any more

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1 information. We were given information by our
 2 lawyers in the meeting.
 3 Q. So one of your lawyers said that there
 4 was -- this was an independent contract; is that
 5 correct?
 6 A. I don't recall the specific discussion.
 7 Q. Did someone at the meeting say this was
 8 an independent contract?
 9 A. How many times I do have to say, I don't
 10 remember the conversations.
 11 Q. How did you come to the conclusion this
 12 was an independent contract?
 13 A. Based on the discussion. Based on the
 14 information that we were provided.
 15 Q. And my question is, if you remember
 16 that, when did you get that information that this
 17 was an independent contract?
 18 A. We had that information as of that
 19 meeting.
 20 Q. Okay.
 21 A. By whom, I can't tell you right now.
 22 I'm not sure.

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1 Q. Okay.
 2 A. I -- I won't say that.
 3 MR. COLLINS: Okay.
 4 Q. Now, were you aware that Wayne LaPierre
 5 negotiated the contract and selected that this would
 6 be an employment contract?
 7 A. I'm --
 8 MR. COLLINS: Objection to the form.
 9 A. I'm aware that that is not the case.
 10 Q. What are you aware about Wayne
 11 LaPierre's role in negotiating the contract with
 12 Oliver North?
 13 A. I'm aware that he did not.
 14 Q. How do you know that?
 15 A. Talked to Wayne.
 16 Q. And he said that he was not involved in
 17 negotiating the Oliver North's contract?
 18 A. Now you're going off track.
 19 As to whether or not he was an
 20 independent contractor or employee, Wayne had
 21 nothing to do with that. Now, if he had any other
 22 discussions, I don't know.

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1 Q. Okay. So was he involved in the
 2 negotiations of the contract?
 3 A. You will have to ask Wayne.
 4 Q. We did.
 5 Do you know --
 6 A. Okay. You got your answer.
 7 Q. Do you know if he was involved?
 8 MR. COLLINS: Do you know?
 9 A. I do not know.
 10 Q. Do you know that he was the person who
 11 was pushing for the Ackerman McQueen contract with
 12 Oliver North?
 13 MR. COLLINS: Objection to the form.
 14 A. I'm sorry. Ask it again.
 15 Q. Do you know if he was the main driver
 16 behind the proposal to have Oliver North become
 17 president of the NRA, and to take a job with
 18 Ackerman McQueen to replace the income he was going
 19 to lose at Fox News.
 20 A. Compound question. You're going to have
 21 to break it down.
 22 Q. Okay.

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1 Do you know if Oliver North was
 2 working for Fox News prior to coming to Ackerman
 3 McQueen?
 4 A. I know he was a contributor. I don't
 5 know what his status was.
 6 Q. Do you know that he was -- he had a job
 7 that he was working, making money?
 8 A. Like I say, I know he was a contributor
 9 for Fox News. I don't know what his status was.
 10 Q. Okay. So do you know that the NRA
 11 doesn't pay its current presidents?
 12 A. Correct. That's...
 13 Q. Do you know that Oliver North would not
 14 take the position of president unless he had
 15 something to replace the income he was going to
 16 lose?
 17 A. You will have to ask Ollie about that.
 18 I don't know.
 19 Q. You didn't know --
 20 A. No.
 21 Q. -- that was the reason for the Ackerman
 22 McQueen contract?

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1 A. No.
 2 Q. So no one ever told you before the
 3 meeting that the purpose of the Ackerman McQueen
 4 contract was to give Oliver North a paid position so
 5 that he could become president of the NRA?
 6 A. What I was told was that Ackerman
 7 McQueen had been recruiting Colonel North for quite
 8 some time to do TV shows, and that he was going to
 9 be doing TV shows. That's all I knew.
 10 Q. Okay. Do you know why Oliver North was
 11 asked to be president of the NRA outside of the
 12 normal course of the election process for
 13 presidents?
 14 A. Pete Brownell, the then president, was
 15 not going to -- I say run for his second year in
 16 office because his -- he -- he was running
 17 Brownells, his company, and he just didn't have time
 18 to do it, so we had to have someone else.
 19 Q. But this had nothing to do with he
 20 wasn't going to run again. He was actually
 21 resigning; is that correct?
 22 A. No. If I remember correctly, this was

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1 all at the annual meeting week and he would have
 2 been up for reelection at the board meeting, so...
 3 Q. Do you recall that Carolyn Meadows was
 4 an interim president after Pete Brownell resigned?
 5 A. Yes.
 6 Q. So he did resign; is that your
 7 understanding?
 8 A. No, she was -- that's what I get for
 9 answering before you finished your question.
 10 Carolyn Meadows was second vice
 11 president. She was elected president by the board
 12 at the elections.
 13 Q. In -- in the spring of 2018?
 14 A. Yeah. April, whatever the meeting --
 15 meeting date was in April 2019 -- '18 -- '19. My
 16 years are running together.
 17 Q. Colonel North was removed from president
 18 in 2019, so this would be 2018; is that correct?
 19 MR. COLLINS: Objection to the form.
 20 A. He -- Oliver North was not removed from
 21 the presidency.
 22 Q. All right. But that's when his term

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1 ended; is that correct?
 2 A. Exactly.
 3 Q. So it was 2018 --
 4 A. '19.
 5 Q. 2018 when Mr. Brownell was no longer
 6 president of the NRA, and Carolyn Meadows became the
 7 interim president; is that right?
 8 A. No.
 9 Q. All right.
 10 A. I don't think.
 11 Q. We'll leave it there.
 12 MR. COLLINS: Just what you
 13 remember.
 14 Q. So is it your testimony today that when
 15 Steven Hart told you that this was an independent
 16 contract, that he was lying to you?
 17 MR. COLLINS: Objection to the form.
 18 We're going to stay away from Steve Hart
 19 conversation until I get back to you no later than
 20 lunchtime, and let you know our position.
 21 Q. Are you going to refuse to answer that
 22 question?

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1 MR. COLLINS: I'm instructing you on
 2 behalf of the NRA to --
 3 A. Yes.
 4 By the way, let me correct that
 5 earlier. You're right. Pete Brownell stepped -- he
 6 didn't take a second term in 2018. That's when
 7 Colonel North -- in that interim there, there was a
 8 period of time because of our structure Carolyn
 9 moved from second VP to president. And then
 10 sometime later before the next year, Colonel
 11 North -- I think Colonel North, at that meeting, was
 12 elected second VP, and then some months later, but
 13 before the annual meeting -- it's a musical chairs,
 14 basically.
 15 But Carolyn resigns. Richard
 16 Childress says he can't take it, can't take the
 17 presidency because of his job duties. Carolyn --
 18 then Oliver North moved up to president, and we
 19 later elected Carolyn second VP again.
 20 So I tell you, it's kind of a
 21 musical chairs deal to do that.
 22 Q. And is it your understanding that that

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1 musical chairs scenario was planned at the time of
 2 Pete Brownell's decision not to remain as president,
 3 that Oliver North was going to replace him, but
 4 could not replace him right away?
 5 A. Yes.
 6 Q. Do you know why Oliver North could not
 7 replace him right away?
 8 A. I do not.
 9 Q. Do you know if there was a conflict with
 10 his Fox News contract?
 11 A. I don't know.
 12 Q. So that issue never made it to the audit
 13 committee, I take it?
 14 A. Doesn't come within the purview of the
 15 audit committee.
 16 Q. So Oliver North's contract with Fox News
 17 was never an issue when Oliver North was a board
 18 member?
 19 A. Issue for whom?
 20 Q. For the NRA.
 21 A. I don't know.
 22 Q. It never came to the audit committee's

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1 consideration?
 2 A. It didn't come to the audit committee.
 3 Q. Is it typical that the audit committee
 4 would approve and ratify a contract it had never
 5 seen?
 6 MR. COLLINS: One second.
 7 Objection to the form.
 8 A. We don't approve or reject contracts.
 9 We make a decision on whether or not there is an
 10 irreconcilable conflict between one of the board
 11 members and some third party. We don't approve
 12 contracts.
 13 Q. All right. So look at the resolution in
 14 Exhibit 2 where it says, "Resolve that Lieutenant
 15 Colonel North's continued participation in the AMc
 16 contract during his service on the NRA board and as
 17 NRA officer is hereby approved and ratified."
 18 Do you see that?
 19 A. I see it.
 20 Q. So is your testimony that the audit
 21 committee does not approve or ratify contracts?
 22 A. Correct.

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1 Q. Is this statement wrong in the
 2 resolution?
 3 A. It's poorly worded. We don't have the
 4 authority to approve anything. All we can do is
 5 have a ruling, does irreconcilable conflict exist?
 6 So that's poor wording.
 7 Q. And in the whereas clause before that,
 8 where it says, "Whereas, the audit committee has
 9 therefore determined that it is fair, reasonable and
 10 in the best interests of the NRA to approve and
 11 ratify Lieutenant Colonel North's continued
 12 participation in the AMc contract."
 13 Is that poor wording, too?
 14 A. Same wording, yes.
 15 Q. And you reviewed that wording before you
 16 signed this --
 17 A. Yes.
 18 Q. -- this report?
 19 Did the audit committee at some
 20 subsequent point reverse its decision?
 21 A. Yes.
 22 Q. When was that?

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1 A. It was at our -- I don't remember the
 2 date, but it was at the audit committee meeting
 3 during the annual meeting, which would have been
 4 April of 2019.
 5 Q. What brought the issue back to the audit
 6 committee?
 7 A. We found out that he was not an
 8 independent contractor, he was a W2 employee.
 9 Q. That's the one fact?
 10 A. That's -- that's enough, yes.
 11 Q. Who brought that fact to the attention
 12 of the audit committee?
 13 MR. COLLINS: You can say who.
 14 A. It had to be Bill Brewer.
 15 (Clarification requested by the Court Reporter.)
 16 A. Let me rephrase that. It's either Bill
 17 Brewer or general counsel, John Frazer.
 18 Q. Okay. Did you have discussions with
 19 Bill Brewer, without getting into the substance of
 20 the discussions, did you have discussions with Bill
 21 Brewer about the Oliver North contract?
 22 MR. COLLINS: Answer that yes or no.

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1 A. About the details or the terms of the
 2 contract, no, because I never saw it. I had
 3 discussions --
 4 MR. COLLINS: Well, just -- I can
 5 let you answer about whether you had other
 6 discussions about the contract with him, yes or no,
 7 but otherwise, any substance, I'm going to instruct
 8 you not to answer as privileged at this time.
 9 A. I had discussions with Bill Brewer about
 10 the Oliver North contract in general terms.
 11 Q. Okay. Did you have discussions with
 12 John Frazer about the Oliver North contract?
 13 A. I can't recall, but I strongly suspect I
 14 did.
 15 (Cotton Exhibit 4, NRA Report of Audit Committee,
 16 5.30.2019, NRA-AMc_00071202-205, was marked for
 17 identification.)
 18 Q. Let's have marked as Exhibit 4 the
 19 report of the audit committee of the National Rifle
 20 Association of America dated May 30, 2019.
 21 Mr. Cotton, let me ask the
 22 introductory question: This exhibit, you can see

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1 from the Bates stamp, was provided to us by the NRA,
 2 but it doesn't have your signature.
 3 Do you believe that you signed
 4 these -- this report?
 5 A. No, because it says here that we met via
 6 teleconference.
 7 Q. You would not sign reports where there
 8 was attendance via teleconference?
 9 A. I'm not at headquarters to sign.
 10 Q. Would they FedEx the --
 11 A. No.
 12 Q. -- report to you?
 13 MR. COLLINS: Objection.
 14 Let him finish.
 15 THE WITNESS: Sorry.
 16 MR. COLLINS: It's fine. Sometimes
 17 he'll pause.
 18 THE WITNESS: Yeah, I know. I'm
 19 getting into the conversation.
 20 Q. So does this refresh your recollection
 21 that the discussion about the Oliver North contract
 22 revocation did not occur at the annual meeting, but

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1 during a telephone conference?
 2 MR. COLLINS: Objection to the form.
 3 A. No, it doesn't.
 4 There -- can we do --
 5 MR. DICKIESON: Why don't we take a
 6 five-minute break.
 7 MR. COLLINS: Okay. Great.
 8 (RECESS, 11:28 a.m. - 11:35 a.m.)
 9 MR. DICKIESON: All set?
 10 MR. COLLINS: Yes.
 11 BY MR. DICKIESON:
 12 Q. Okay. We were discussing Exhibit 4 when
 13 you had a question for counsel and you took a break.
 14 Let me get back to Exhibit 4.
 15 This is the May 30, 2019 report of
 16 the audit committee that took place via
 17 teleconference; is that right?
 18 A. Yes, sir.
 19 Q. The teleconference took place on
 20 May 30th at 3 p.m., correct?
 21 A. That's what it says.
 22 Q. Did you call this board meeting -- I

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1 mean, the committee meeting?
2 A. I had to officially call it and it had
3 to be officially approved by the president, but I'm
4 sure we all got together and decided when can we --
5 when can we all make a teleconference.
6 Q. At this time, Carolyn Meadows is the
7 president of the NRA; is that right?
8 A. Yes.
9 Q. She's also on the audit committee,
10 right?
11 A. Yes.
12 Q. So what led you to call this
13 teleconference meeting?
14 A. During the audit committee meeting at
15 the -- during the annual meeting week, we addressed
16 the Oliver North contract. By this time, we knew
17 that he was a W2 employee.
18 At that meeting, we withdrew our,
19 hate to use the word "approval," approval, sanction,
20 whatever you want to call it, we withdrew that
21 pending further investigation.
22 Q. Okay. Was there further investigation

[REDACTED]

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1 from the April board meeting prior to this May 30,
2 2019 teleconference?
3 A. The reason we worded it that way, quite
4 frankly, was to give Colonel North an opportunity to
5 rectify the problem; either resign from the NRA
6 board and keep working for Ackerman McQueen, or
7 resign as an employee with Ackerman McQueen and stay
8 on the board. We were just trying to give Ollie
9 some more time.
10 Q. So you didn't do any further
11 investigation?
12 A. No, there was no investigation.
13 Q. Look at the second page of Exhibit 4.
14 A. Okay.
[REDACTED]

[REDACTED]

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[REDACTED]

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1 Q. Was it Mr. Brewer who did the analysis
2 of the contract?
3 A. Again --
4 MR. COLLINS: You can answer that
5 yes or no.
6 A. You're asking me if it was solely Bill
7 Brewer doing the analysis?
8 Q. Yes.
9 A. No.
10 Q. Was it the Brewer law firm that did the
11 analysis?
12 A. I don't know who all was involved.
13 Q. Do you think somebody did an analysis of
14 the contract before the September 6, 2018 meeting?
15 A. Well, you're trying to aim your flag on
16 the word "analysis," and I don't know what you mean
17 by that. It was discussed. I was involved in the
18 discussion with Bill Brewer. I was -- before the
19 meeting. I was involved in the discussion during
20 the meeting itself. That's all I can tell you.
21 Q. Okay. And to your knowledge, there are
22 no written communications that relate to any

[REDACTED]

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1 analysis prior to the September 6, 2018 meeting; is
2 that right?
3 A. None were created by me, nor have I seen
4 any.
5 Q. Okay. The next whereas clause states,
6 "Whereas, the audit committee based its analysis on
7 information made available to it by Lieutenant
8 Colonel North and Ackerman, including a purported
9 summary of the material terms of the Ackerman
10 contract (the 'summary of terms')."
11 Do you recall a summary of terms
12 being prepared and presented at the audit committee
13 meeting?
14 A. I don't.
15 Q. Do you believe that this report is
16 accurate, or inaccurate when it talks about a
17 summary of terms?
18 A. If I could recall what -- if I could
19 recall what went on in that meeting, I could answer
20 that question, but since I can recall it, I can't
21 answer that.
22 Q. Have you looked for in your files a

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1 summary of terms of the audit committee meeting --
 2 presented at the audit committee September 6, 2018?
 3 A. I don't have any separate files to look
 4 through.
 5 Q. Do you keep separate files on each audit
 6 committee meeting?
 7 A. No.
 8 Q. Does anyone keep separate files on each
 9 audit committee meeting?
 10 A. I can only speak for myself. I mean,
 11 obviously, we keep it at headquarters, but I don't
 12 know if any audit committee members do.
 13 Q. Who at headquarters keeps those audit
 14 committee meeting minutes or notes?
 15 A. If they are kept -- well, it would be
 16 speculation. I would have to guess the committee
 17 secretary.
 18 Q. For purposes of this teleconference,
 19 David Warren is listed as committee secretary; is
 20 that correct?
 21 A. He is.
 22 Q. Who is David Warren?

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1 A. He works in the treasurer's office.
 2 Q. Does he work for Mr. Tedrick?
 3 A. I don't know what the hierarchy is
 4 there. I don't know if he -- I don't know if the --
 5 if the corporate chart would show him under our
 6 treasurer or under Rick.
 7 Q. Do you take notes at meetings?
 8 A. No.
 9 Q. Do you know if other members of the
 10 audit committee take notes during the meetings?
 11 A. The short answer is, no, I don't know,
 12 and I don't recall seeing anybody take notes.
 13 Q. Do you have any handwritten notes at all
 14 related to NRA work?
 15 A. No.
 16 Q. That's not your way of doing business?
 17 A. My handwriting is so terrible, I can't
 18 read it after about an hour. If I can't type it, I
 19 don't do it.
 20 Q. Do you recall whether or not you
 21 prepared any typewritten notes of audit committee
 22 meetings?

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1 A. I did not.
 2 Q. Have you turned over to your counsel
 3 your e-mail records relating to the Ackerman McQueen
 4 dispute?
 5 A. I can say this: Everything that I have
 6 related to NRA, everything, going back to 2001, if
 7 it's still on my computer, which I know it's not
 8 because I've had computer failures, but everything I
 9 had was turned over.
 10 Q. When was that done?
 11 A. I'm not certain. Towards the end of
 12 last quarter of last year, I'm guessing.
 13 That's a guess.
 14 Q. The -- towards the end of 2019?
 15 A. That's -- that's a guess.
 16 Q. Okay. By "everything," is that --
 17 you're talking about paper files?
 18 A. I don't keep paper files.
 19 Q. Okay. So when you receive a report like
 20 Exhibit 4 or Exhibit 2, do you receive them in paper
 21 form?
 22 A. Yeah, they're in paper form. It's not

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1 sent to me. It's literally on my desk at the board
 2 meeting.
 3 Q. Okay. And then what happens to the --
 4 your copy of those reports?
 5 A. I leave it there and the staff picks it
 6 up.
 7 Q. So you don't have, either in your home
 8 or in your office back in Houston, any NRA paper
 9 files?
 10 A. No.
 11 Q. Do you have --
 12 A. Well, okay. Let me back up.
 13 I'll have some of our minute books,
 14 but I just keep them for some period of time and
 15 then pitch them. Well, I shred them.
 16 Q. Are those the sort of the colorful
 17 front --
 18 A. Yeah.
 19 Q. -- spiral-ring --
 20 A. Yeah. Exactly, exactly.
 21 Q. -- books?
 22 Do you have an NRA e-mail address?

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1 A. I do.
 2 Q. Do you use it?
 3 A. I have never gotten anything from it.
 4 Q. You mean, no one has ever sent you an
 5 e-mail on that address?
 6 A. Some people have told me they sent an
 7 e-mail, and why haven't you gotten back with me, and
 8 I never got it. So I don't know if it's not working
 9 or what.
 10 Q. You don't use the NRA address?
 11 A. Oh, no, I never send anything from it.
 12 It's just a way -- I do a lot of public speaking and
 13 I hand out cards at events, and the last thing I
 14 want is thousands of people sending me an e-mail
 15 saying, what's going on?
 16 So that's the way to send it there.
 17 It's forwarded to -- I don't know, domains. And
 18 it's forwarded to a separate e-mail address so I can
 19 have them all there and be able to look at them, and
 20 there's never anything there. Maybe people aren't
 21 sending it to me. I don't know.
 22 Q. But you have a personal e-mail

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1 address --
 2 A. Yes.
 3 Q. -- is that right?
 4 I know I've seen it, but what's your
 5 personal e-mail address?
 6 A. Well, I got more than one.
 7 Q. Right.
 8 A. I would say the primary one, if there is
 9 one, is charles@cottonfamily.com.
 10 Q. That's the one I've seen.
 11 What other e-mail addresses do you
 12 use?
 13 A. Charles@texasshooting.com. I've got one
 14 that just goes to my phone only. I get too many
 15 e-mails to forward any of that other stuff to my
 16 phone. I've got one that goes to that. That's all
 17 the personal stuff I've got.
 18 Q. Okay. And so when you say you turned
 19 over everything to counsel for the NRA towards the
 20 end of 2019, are you talking about e-mails you
 21 receive to your personal e-mails?
 22 A. Yes.

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1 MR. COLLINS: Objection to the form.
 2 A. Again, I may be way off on the timing
 3 here. I just don't know when I did it.
 4 Q. Okay.
 5 A. But, yes, I turned over all e-mails, all
 6 texts. I didn't have any documents. Yeah. All of
 7 the e-mails and all of the texts.
 8 Q. Do you recall the volume -- how would
 9 you turn it over; did you turn over -- do you print
 10 them out and then send them?
 11 A. Oh, lord, no.
 12 MR. COLLINS: Just slow down a
 13 little bit. You're a little bit talking over.
 14 A. I'm from Texas. I can't do that.
 15 No, I -- two ways to do it. I used
 16 Dropbox for legal files and personal and everything
 17 else.
 18 I created a separate file for
 19 everything that I was going to put over there. I
 20 use Outlook for my e-mails. And if you are familiar
 21 with it or not, I created a PS -- it's called a PST
 22 file, it's an export file, and I sent everything

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1 that was related to -- well, I put everything that
 2 was NRA related in an NRA folder on Outlook. Then
 3 exported that as a PST file to that DropBox folder.
 4 Then for my text messages, didn't
 5 have -- I didn't have any e-mails on there related
 6 to it, but my text messages, anything that was
 7 related to NRA, I used a program called Droid
 8 Transfer, I think it is, to transfer all of those
 9 over to that DropBox folder, and then shared that
 10 folder with whatever company they used for
 11 e-discovery is what I presuming.
 12 Q. Do you know the volume of documents that
 13 you transferred to NRA counsel?
 14 A. I really don't. I don't even remember
 15 the, you know, the size and megabytes. I just don't
 16 remember.
 17 Q. You did that for all of your personal
 18 accounts?
 19 A. I did that for all of my accounts,
 20 period. If it related to NRA.
 21 Q. Okay. Okay.
 22 Let's go back to Exhibit 4. Do you

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1 recall ever seeing something called a summary of
 2 terms that was presented to the audit committee?
 3 A. I don't recall it, no.
 4 Q. As we sit here today, is it your belief
 5 that this report is accurate, that there was a
 6 summary of terms, or that this report is inaccurate?
 7 A. I don't know. I don't know.
 8 I don't know if this report is
 9 referring to a written document, even.
 10 Q. Well, let's look at the next whereas
 11 clause, it says, "Whereas, the Summary of Terms,
 12 capitalized, appeared consistent with the amendment
 13 which treated Lieutenant Colonel North as a third
 14 party contractor of Ackerman and provided further
 15 that in exchange for specified compensation to
 16 Lieutenant Colonel North, 12 feature-length episodes
 17 of American Heroes would be produced during each 12
 18 months of a three-year contract."
 19 When something says, "Appeared
 20 consistent," does that mean it's in written form, or
 21 is it someone's statement?
 22 A. I don't know. I may have seen it. I

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1 just don't recall it now.
 2 Q. Okay. When it says, "Appeared
 3 consistent with the amendment," what's the amendment
 4 that they're referring to there?
 5 A. I don't know.
 6 Q. Do you know who prepared this -- this
 7 report?
 8 A. I don't know. My guess is David Warren.
 9 Q. Do you know if this was prepared by
 10 counsel?
 11 A. By one of the lawyers?
 12 Q. Yes.
 13 A. I don't know that.
 14 Q. Do you recall discussions of an
 15 amendment during this teleconference?
 16 A. I don't recall it, no.
 17 Q. What do you recall about this May 30th
 18 3 p.m. teleconference?
 19 A. About the substance of the meeting
 20 itself?
 21 Q. Yes.
 22 A. Not much, because I don't know if we

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1 showed the in and out time or not. As I recall, it
 2 was very short because -- well, it -- all I recall
 3 is it was very short.
 4 Q. Do you know if this resolution was
 5 prepared prior to the meeting and presented to the
 6 audit committee, or prepared after?
 7 A. Well, since it was on a conference call,
 8 I don't know. You know, I couldn't see what was
 9 in -- well, it wouldn't have been David. It would
 10 have been in Frazer's hand or something, so I can't
 11 tell you since it was a phone call.
 12 Q. Did you have any papers in front of you
 13 during this meeting --
 14 A. No.
 15 Q. -- on the telephone?
 16 Did you participate in the meeting
 17 or did you just listen?
 18 A. Well, as chairman, I had to participate.
 19 I had to call it to order. I had to call for the
 20 votes.
 21 Q. Well, so my question is, there's a lot
 22 of dates and specific facts here that if you don't

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1 have documents in front of you, how do you remember
 2 those dates and those facts; is someone telling you
 3 all of these facts in the conversation?
 4 MR. COLLINS: You can answer that
 5 yes or no.
 6 THE WITNESS: What?
 7 MR. COLLINS: You can answer it yes
 8 or no, that question.
 9 A. Well, let me read it.
 10 MR. COLLINS: Can we go off the
 11 record.
 12 (Off the record.)
 13 (RECESS, 11:56 a.m. - 11:58 a.m.)
 14 THE WITNESS: Okay.
 15 BY MR. DICKIESON:
 16 Q. So you've had a chance to read the
 17 entire Exhibit 4, the report of the audit committee
 18 for May 30, 2019.
 19 Does that refresh your recollection
 20 that this document was prepared by counsel?
 21 A. Well, first of all, I didn't read the
 22 whole thing, I just read the part dealing with

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1 Oliver North.
2 It doesn't refresh my recollection
3 of who drafted it, because again, it was a telephone
4 conference. I surmise from reading this that it was
5 crafted by general counsel.
6 Q. What leads you to that conclusion?
7 A. Just frankly, the wording of the writing
8 style.
9 Q. Does the wording reflect what actually
10 took place during the phone call?
11 A. I don't remember the full details of it,
12 but the overall substance of it, yes.
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

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1 During your conference call, do you
2 recall a discussion of the case numbers of the two
3 Ackerman suits?
4 A. Do I specifically recall the case
5 number, no.
6 Q. Do you recall discussion of the multiple
7 material breaches of the services agreement that
8 Ackerman had committed?
9 A. Yes.
10 Q. Why was that being discussed at the
11 audit committee meeting?
12 A. It was being discussed, because
13 remember, our role as the audit committee in dealing
14 with related party transactions is to determine is
15 there an irreconcilable conflict.
16 Q. Okay.
17 A. Those facts were relevant to the
18 existence or nonexistence of an irreconcilable
19 conflict.
20 Q. What were the multiple material breaches
21 that was discussed in the call?
22 A. That was with counsel, so I'm not going

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1 to get into that. It's attorney-client privilege.
2 Q. You're going to refuse to answer the
3 question about what is meant by "multiple material
4 breaches" that's reported in the report of the audit
5 committee; is that right?
6 A. Well, that's a different question.
7 Q. Well, answer it, please.
8 MR. COLLINS: Wait --
9 A. Restate it.
10 Q. You didn't understand it?
11 A. No.
12 Q. Okay. So are you not going to provide
13 any testimony about what it means when it says,
14 "Multiple material breaches of its services
15 agreement with the NRA," in the report of the audit
16 committee dated May 30th?
17 A. That paragraph means we discussed the
18 facts of those cases.
19 Q. Okay. So what facts did you discuss.
20 MR. COLLINS: Was counsel in the
21 room at that time?
22 THE WITNESS: Absolutely.

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1 MR. COLLINS: Was counsel --
2 THE WITNESS: Well, counsel was on
3 the phone. This is a teleconference.
4 MR. COLLINS: Oh, I'm sorry.
5 Were those facts being related for
6 purposes of obtaining legal advice?
7 THE WITNESS: Yeah.
8 MR. COLLINS: Based on that, we're
9 going to instruct you not to answer, to the extent
10 that it would divulge conversations with counsel.
11 Q. You're going to refuse to answer?
12 A. Yes.
13 Q. Have you since learned that any of those
14 facts are not true?
15 A. No.
16 Q. Was one of the facts that Oliver North
17 had refused to allow the NRA to see his contract?
18 MR. COLLINS: Excuse me. Are you
19 asking from what was discussed at the meeting,
20 whether one of those facts is the Oliver North
21 contract -- can you reword it to just say whether --
22 was that one of the reasons related to that meeting?

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1 MR. DICKIESON: No, that's one of
 2 the facts alleged in those lawsuits.
 3 MR. COLLINS: Right.
 4 MR. DICKIESON: And I'm asking if he
 5 has since learned that that's not true.
 6 MR. COLLINS: Okay.
 7 Do you understand the question?
 8 A. Which paragraph are we talking about
 9 now, on page 2?
 10 Q. No, I'm talking about your testimony
 11 that you were given facts during this meeting about
 12 the two lawsuits filed by the NRA against Ackerman.
 13 And my question was, did you subsequently learn that
 14 any of the facts that you were provided turned out
 15 to be not true?
 16 MR. COLLINS: Answer that yes or no.
 17 A. No.
 18 Q. Let's go up to the fourth whereas
 19 clause.
 20 A. I'm sorry, which page?
 21 Q. The second page.
 22 It says, "Whereas, at its September

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1 6, 2018 meeting, the audit committee approved and
 2 ratified Lieutenant Colonel North's continued
 3 participation in the Ackerman contract during his
 4 service as an NRA director and officer based on
 5 consideration of the factors set forth in NY-NPC
 6 Section 715, as well as based on the summary of
 7 terms and Ackerman's indication that the NRA's
 8 counsel would be permitted to review the Ackerman
 9 contract in full."
 10 Do you see that?
 11 A. I do.
 12 Q. Is that an accurate statement of what
 13 occurred at the September 16, 2018 [sic] meeting?
 14 MR. COLLINS: One second.
 15 You can answer that yes or no.
 16 THE WITNESS: Hmm?
 17 MR. COLLINS: You can answer that
 18 yes or no.
 19 A. Yes.
 20 Q. So at the September 6, 2018 meeting,
 21 there was a summary of terms that was considered?
 22 MR. COLLINS: Objection to the form.

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1 A. There -- I don't know if there was a
 2 written document, but the factors that I had listed
 3 now -- I mean, enumerated several times now were
 4 discussed, yes.
 5 Q. And was it accurate that at the
 6 September 6, 2018 meeting, Ackerman indicated that
 7 the NRA's counsel would be permitted to review the
 8 Ackerman contract in full?
 9 A. That was reported to us.
 10 Q. By whom?
 11 MR. COLLINS: Okay. We're going to
 12 have to be careful on privilege purposes. Was it
 13 reported by counsel?
 14 THE WITNESS: Yes.
 15 MR. COLLINS: I'm going to instruct
 16 you not to answer.
 17 MR. DICKIESON: By whom? Who is the
 18 counsel?
 19 MR. COLLINS: Oh, I'm sorry. The
 20 question is just who is the counsel that you are
 21 referring to.
 22 A. General counsel. John Frazer.

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1 Q. John Frazer.
 2 Did John Frazer indicate that this
 3 was Ackerman that had told him this and not Colonel
 4 North?
 5 A. I don't recall that.
 6 Q. Do you know if there was a review of the
 7 Ackerman contract in full at or about the time of
 8 the September 6, 2018 by Steven Hart?
 9 MR. COLLINS: You can answer that
 10 yes or no.
 11 A. By Steven Hart, I don't know.
 12 Q. Did you ever have any discussions with
 13 Steven Hart about the contents of the Oliver North
 14 contract?
 15 A. The one I described earlier.
 16 Q. The one where you -- where he told you
 17 that this was an independent contract and not an
 18 employment contract?
 19 MR. COLLINS: Objection -- well.
 20 MR. DICKIESON: He's already
 21 testified to this.
 22 MR. COLLINS: Right, but I'm saying

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1 we're taking that that's privileged. You can ask it
 2 in a different way, but if you don't want to ask it
 3 in a different way, we're going to contend that's
 4 privileged, subject to coming back to you during the
 5 lunch break.
 6 MR. DICKIESON: Okay.
 7 Q. Did you ever have any discussions with
 8 Woody Phillips about the Ackerman/North contract?
 9 A. No.
 10 Q. Were you aware that Woody Phillips was
 11 involved in the review and negotiation of the Oliver
 12 North contract?
 13 A. I have no information on that at all.
 14 Q. Were you aware that Woody Phillips
 15 actually reviewed the Oliver North contract?
 16 A. I don't know if he did or not.
 17 Q. So at this May 30th teleconference, do
 18 you believe you had all of the facts about the
 19 Oliver North contract you needed to revoke the prior
 20 approval and ratification of the contract?
 21 A. Yes.
 22 Q. Down towards the bottom, second to the

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1 last whereas clause on the second page, it says,
 2 "Whereas, the NRA believes that Lieutenant Colonel
 3 North subsequently conspired with Ackerman to
 4 attempt to coerce the resignation of Wayne
 5 LaPierre."
 6 What is that based on?
 7 A. Based on all of the events during annual
 8 meeting week.
 9 Q. What events are you talking about?
 10 A. Talking about Oliver North's phone call
 11 to Millie Hallow where he was essentially
 12 threatening Wayne, if you don't resign, AcMc is
 13 going to release a bunch of slanderous statements to
 14 the press. And if you resign -- if you first
 15 non-suit the AcMc lawsuit and then resign, I'll
 16 negotiate a great retirement package for you.
 17 Q. And what about that indicates that there
 18 was a conspiracy between Lieutenant Colonel North
 19 and Ackerman McQueen?
 20 MR. COLLINS: Objection to the form.
 21 A. I'm sorry, but is that a serious
 22 question? He's extorting our CEO, telling him to

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1 either resign -- number one, drop the lawsuit, which
 2 would have meant the end of our charter.
 3 Q. "He" is Lieutenant Colonel North; is
 4 that right?
 5 A. Yes.
 6 Q. How do you tie in Ackerman McQueen into
 7 what Lieutenant Colonel North is saying?
 8 A. He wanted us to drop the lawsuit against
 9 Ackerman McQueen.
 10 Q. So that's -- that's your evidence of a
 11 conspiracy?
 12 MR. COLLINS: Objection to the form.
 13 A. That's one evidence, as of this time.
 14 Q. Okay.
 15 A. We have since --
 16 Q. Do you have anything else that shows a
 17 conspiracy between -- at the time this was drafted
 18 and May of 2019?
 19 MR. COLLINS: Objection to the form.
 20 A. As of this particular time, not now,
 21 right, or not any time subsequent?
 22 Q. When this was drafted, May 2019.

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1 A. Okay.
 2 Q. Yeah.
 3 A. Dan Boren made a call to Wayne; same
 4 threat. Chris Cox came to Wayne; made the same
 5 threat. What else was it? I think there was
 6 something else, but I can't remember what it was.
 7 Q. Is it your understanding that Chris Cox
 8 was conspiring with Ackerman McQueen, too?
 9 A. At that time?
 10 Q. Yes.
 11 A. I can't say -- all I can say is that at
 12 that time, I certainly had a strong suspicion based
 13 on the fact that every one of these guys wanted
 14 AcMc -- wanted the investigation of AcMc to stop.
 15 Q. Why?
 16 A. Why what?
 17 Q. Why did you think they wanted it to
 18 stop?
 19 A. They're hiding something.
 20 Q. And do you know what that something was?
 21 A. At that time, no. We were still trying
 22 to find out.

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1 Q. Do you know what it is now?
 2 A. I can't tell you anything that I haven't
 3 learned from counsel, Bill Brewer.
 4 Q. Okay. Has the audit committee taken any
 5 steps to investigate what Ackerman McQueen is trying
 6 to hide?
 7 A. We have an attorney and a law firm doing
 8 that.
 9 Q. On behalf of the audit committee?
 10 A. On behalf of the NRA.
 11 Q. But my question is, has the audit
 12 committee taken any steps to find out what the facts
 13 are with the Ackerman McQueen dispute?
 14 A. You mean, have we -- as individual audit
 15 committee members, have we done any investigation on
 16 our own?
 17 Q. Has the audit committee done any
 18 investigation?
 19 A. As individual members or what?
 20 Q. No, has the audit committee, as an
 21 agenda item, looked at the Ackerman McQueen dispute?
 22 A. We get -- the audit committee gets

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1 periodic updates from Bill Brewer as to where we
 2 are.
 3 Q. Okay. By "periodic," how often is that?
 4 A. Whenever Bill has something to tell us.
 5 Q. And how often does the audit committee
 6 meet?
 7 A. Our scheduled meetings are three times a
 8 year, but we can have additional meetings as
 9 necessary.
 10 Q. Do you recall any special meetings to
 11 get a report from Bill Brewer?
 12 A. Well, yeah. Probably ever special
 13 meeting we have, we get an update from Bill.
 14 Q. Okay. How many special meetings have
 15 you had since April of 2019?
 16 A. Couldn't tell you unless there was a
 17 report. There would be a report generated, so I
 18 don't know.
 19 MR. DICKIESON: Counsel, we haven't
 20 seen any such reports, so we would ask those be
 21 produced.
 22 MR. COLLINS: Okay. We'll check.

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1 Q. On the third page of this Exhibit 4, it
 2 states, "Whereas" -- the fourth whereas clause on
 3 that page, "Whereas, in consideration of the above
 4 information, the audit committee undertook to
 5 reassess Colonel North's relationship with Ackerman
 6 based on the factors set forth in New York, NPC
 7 Section 715."
 8 Was there a consideration of that
 9 New York Non-Profit Code a section during that
 10 telephone conference?
 11 MR. COLLINS: You can answer yes or
 12 no.
 13 A. I don't recall it, but if it's in here,
 14 we had to.
 15 Q. Do you recall what that Section 715
 16 relates to?
 17 A. No. We have New York counsel for that.
 18 Q. Who is the New York counsel?
 19 A. Well, Whit Davis is board counsel and
 20 he's got someone with -- I don't remember the name
 21 of the firm.
 22 Q. I see that Whit Davis was present at the

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1 teleconference. Is there anyone else from his firm
 2 that's present at this board meeting -- I mean, this
 3 audit committee meeting?
 4 A. I don't recall, but if they're not
 5 listed, then they weren't.
 6 I mean, it's possible for David to
 7 make a mistake, but I kind of doubt it.
 8 Q. What do you mean "for Davis to make a
 9 mistake;" what do you mean by that?
 10 A. Possible that, you know, somebody was on
 11 the phone that he didn't get on the list here, but I
 12 doubt that's the case because he's good about
 13 confirming.
 14 Q. Okay. Do you recall what the factors
 15 are that are set forth in Section 715?
 16 A. I don't specifically. I do remember
 17 that it was going to be a problem under New York
 18 not-for-profit law, but I can't tell you what the
 19 specific...
 20 Q. Now, as you sit here today, is it your
 21 testimony that these whereas clauses in this
 22 resolution accurately reflect the substance of the

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1 conversation, or that they were simply prepared
 2 after the call to clarify what the NRA's position
 3 was?
 4 MR. COLLINS: Objection to the form.
 5 A. I don't remember this call, but I can
 6 tell you what our procedure normally is; that is,
 7 when counsel -- John Frazer, he's the guy who, to my
 8 knowledge, always does this.
 9 He will prepare these almost as a
 10 discussion outline, and then we'll go through them.
 11 We'll go through each line item. You know, what
 12 ultimately winds up in the report may be that
 13 original version or it may be something different,
 14 but like I say, that's the procedure. I can't tell
 15 you about that specific call.
 16 Q. Okay. So is it your understanding that
 17 John Frazer led this discussion by going through
 18 these points?
 19 A. No, that's not my recollection.
 20 I don't know who led the discussion.
 21 My guess is counsel, at least in part. I'm just
 22 saying as to who drafted the resolution.

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1 Q. Okay. So you think it might have been
 2 drafted in advance, and then approved by the
 3 committee?
 4 A. Well --
 5 MR. COLLINS: Objection to the form.
 6 A. It is John's usual, but not, you know,
 7 ironclad procedure to draft such resolutions, again,
 8 as a discussion point, an outline, if you will.
 9 I don't know if he does it to save
 10 time for himself or what, but what he drafts may or
 11 may not be what ultimately winds up being adopted by
 12 the committee, and as reflected in various reports.
 13 Q. Okay. You referred to Millie Hallow in
 14 your answer about the allegations against Oliver
 15 North conspiring with Ackerman McQueen; is that
 16 right?
 17 A. Her receiving a phone call from him?
 18 Q. Yes.
 19 A. Yes.
 20 Q. Who is Millie Hallow?
 21 A. She works with the NRA.
 22 Q. Do you know what capacity?

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1 A. I can tell you what I think her function
 2 is. I don't know what her official title is. I
 3 would call her an executive assistant.
 4 Q. Has Millie Hallow's financial
 5 transactions been brought to the attention of the
 6 audit committee at any time, to your knowledge?
 7 A. No. I mean, no. It wouldn't come
 8 within the scope of the audit committee.
 9 Q. If Millie Hallow had been using NRA
 10 funds for personal purposes, that would not come
 11 within the scope of the audit committee?
 12 A. That would be dealt with with personnel
 13 and her boss or whoever.
 14 Q. If a whistleblower complained about
 15 Millie Hallow's personal use of NRA funds, would
 16 that come to the audit committee?
 17 A. They could -- a whistleblower could
 18 make -- could provide that information to us, but
 19 that's the kind of thing that we would refer back to
 20 that person's boss and/or HR. Maybe general
 21 counsel. Probably general counsel.
 22 Q. Are you aware of any discipline action

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1 that was taken against Millie Hallow for personal
 2 use of NRA funds?
 3 MR. COLLINS: Objection to the form.
 4 A. No.
 5 Q. Are you aware that Millie Hallow used
 6 NRA funds to pay for her son's wedding in Minnesota?
 7 A. I had a discussion with Bill Brewer
 8 about that subject. And the only --
 9 MR. COLLINS: Wait. Not getting
 10 into the substance.
 11 THE WITNESS: I'm not getting into
 12 that.
 13 A. The only information I would have is
 14 what Bill gave me.
 15 Q. Did Bill Brewer refer to Millie Hallow
 16 as a serial larcenist?
 17 A. Pardon me?
 18 MR. COLLINS: Objection to the form.
 19 Q. Did Bill Brewer refer to Millie Hallow
 20 as a serial larcenist?
 21 MR. COLLINS: We're a not getting
 22 into your conversations with Bill Brewer if the

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1 conversation was for the purpose of obtaining legal
 2 advice.
 3 A. My entire discussion with Bill about
 4 Millie was to obtain legal opinions, legal advice.
 5 Q. About Millie Hallow?
 6 A. About anything.
 7 Q. Why would you be getting -- seeking
 8 legal advice about Millie Hallow?
 9 A. Because I wanted it.
 10 Q. Why would you want it?
 11 A. Because I did.
 12 Q. And was there a context for why you
 13 wanted it?
 14 A. No. Well, yeah, there is.
 15 We have the New York AG coming after
 16 us. And we have got to make sure that we are in
 17 full compliance with New York not-for-profit law.
 18 That is all I have focused on since we first found
 19 out they were coming after us. Everything that I
 20 have done with the NRA since that time has been for
 21 that purpose.
 22 Q. Okay. What is the New York Attorney

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1 General's office looking at at the NRA?
 2 A. You'd have to ask Bill that. I don't
 3 know.
 4 Q. That's been your entire focus, and yet,
 5 you don't know what they're looking at?
 6 A. I know -- I know -- I know what they're
 7 looking at.
 8 Q. So you just said you don't know.
 9 A. I said you'd have to ask Bill. I didn't
 10 say I don't know.
 11 Q. Okay. So you do know?
 12 A. I know what Bill told me.
 13 Q. Okay. You don't -- you don't have
 14 any -- you don't review things from -- that were
 15 received from the New York Attorney General's
 16 office?
 17 A. Oh, no. I have never seen any of that.
 18 That -- I need to correct that answer.
 19 I saw a document retention order
 20 that was sent by the AG.
 21 Q. A document retention order?
 22 A. Yes.

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1 Q. Have you seen document retention orders
 2 that relate to other government investigations?
 3 A. I don't recall if I have seen one.
 4 Q. Okay.
 5 A. I mean, other than that one.
 6 Q. Are you aware of an investigation by
 7 Senate subcommittees against the NRA?
 8 A. I don't recall any discussions about
 9 that outside of privileged conversations with Bill
 10 Brewer.
 11 Q. So you are aware of Senate subcommittee
 12 interest in the NRA?
 13 MR. COLLINS: You can answer that
 14 yes or no.
 15 A. Yes.
 16 Q. Let's have marked as the next exhibit,
 17 Exhibit 5, a letter from the United States Senate
 18 Minority Leader Charles Schumer, and a ranking
 19 member of the Senate Committee on Finance Ron Wyden
 20 dated October 2, 2019.
 21 (Cotton Exhibit 5, Senate letter, 10.2.2019, was
 22 marked for identification.)

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1 Q. Let me ask the general question first.
 2 Have you seen this letter before?
 3 A. No.
 4 Q. Take a minute and read through it.
 5 MR. DICKIESON: We'll go off the
 6 record while he does that.
 7 (RECESS, 12:25 p.m. - 12:27 p.m.)
 8 THE WITNESS: Okay.
 9 BY MR. DICKIESON:
 10 Q. So your testimony is that you've never
 11 seen this letter before?
 12 A. Correct.
 13 Q. So footnote 3 on the second page, I want
 14 to direct your attention to. On the third line, it
 15 refers to, "Allegations contained in a memo prepared
 16 by NRA accountants and presented to NRA's audit
 17 committee." Then it goes on to lead a number of --
 18 to list a number of -- well, just problematic
 19 transactions.
 20 Do you know what they're referring
 21 to when they talk about NRA -- a memo prepared by
 22 NRA counsel presented to NRA's audit committee?

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1 A. I think I do.
 2 Q. What does that refer to?
 3 A. It refers to a meeting that we had with
 4 whistleblowers, with the audit committee and with
 5 counsel present.
 6 Q. When was that?
 7 A. Oh, God. I'm not sure.
 8 Q. What year was it?
 9 A. It would have been reasonably close to
 10 the time that we retained the Brewer firm. I'm not
 11 sure. It would have been close to the time that
 12 we -- close to and after the time that we had
 13 retained the Brewer firm.
 14 Q. That's in the early part of 2018; is
 15 that correct?
 16 A. If I knew when that was, I would give
 17 you the date, but it was shortly after we hired the
 18 Brewer firm.
 19 Q. And what actions did the NRA audit
 20 committee take in response to that memo prepared by
 21 NRA accountants?
 22 A. We were getting reports from the Brewer

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1 firm more often then, finding out --
 2 MR. DICKIESON: I note for the
 3 record that the witness is speaking with his
 4 counsel.
 5 MR. COLLINS: About a privilege
 6 issue. But let's just take a minute.
 7 THE WITNESS: Hang on a second. No,
 8 if he's going to do that, okay.
 9 A. I can't tell you because it's all
 10 privileged information, discussions with Bill
 11 Brewer.
 12 Q. Did the audit committee take any action
 13 other than discussing it with Bill Brewer?
 14 A. No.
 15 Q. Did the audit committee investigate any
 16 of these payments or actions?
 17 A. That was being done for us.
 18 Q. By whom?
 19 A. The Brewer firm.
 20 Q. Did the Brewer firm provide a report
 21 with respect to these issues?
 22 A. Verbal updates, yes.

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1 Q. As a result of that report, did the
 2 audit committee take any actions with respect to
 3 these transactions?
 4 MR. COLLINS: I'm going to object to
 5 the form, but...
 6 A. I'm trying to remember.
 7 Direct action by the audit
 8 committee, no. We receive reports of actions being
 9 taken.
 10 Q. Okay. What actions were being taken?
 11 A. That was all privileged information,
 12 discussions with Bill Brewer.
 13 Q. Well, but actions are not privileged.
 14 So what actions did the NRA take?
 15 A. I don't know.
 16 Q. You don't have any idea?
 17 A. The only thing I can think of right now,
 18 we conducted seminars on best practices and internal
 19 control stuff. We had that for all of our
 20 employees.
 21 Q. And when were these seminars taken?
 22 A. I don't know.

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1 Q. Was this after the Bill Brewer firm was
 2 advising you?
 3 A. I don't know when it was.
 4 Q. Was it years ago and had no relationship
 5 to this, or was this one of the actions that was
 6 taken by the NRA as a result of this memo by the NRA
 7 accountants?
 8 A. I don't know how I can say I don't know
 9 so that you will understand it. I don't know.
 10 Q. Okay. All right. You can say it a
 11 number of ways.
 12 So let me look at -- focus your
 13 attention on a few of these transactions that are
 14 referenced in Exhibit 5.
 15 It says, "Including," these are what
 16 the NRA accountants presented to the NRA's audit
 17 committee, "Including payments to an IT consulting
 18 firm with links to NRA CFO and treasurer Woody
 19 Phillips."
 20 Was there any action taken by the
 21 audit committee with respect to those payments with
 22 links to Woody Phillips?

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1 A. Yes.
 2 Q. What action was taken?
 3 A. They were -- it went through our regular
 4 related party transaction process, came before the
 5 committee, and it was -- if I remember correctly, we
 6 found no irreconcilable conflict. I don't remember
 7 if there were any provisions along with that or not.
 8 Q. So that was -- that action was ratified
 9 after the fact; is that correct?
 10 A. Correct.
 11 Q. Okay. The next issue is, "A \$1.8
 12 million rental of a home belonging to a film
 13 producer who had a relationship with executive vice
 14 president Wayne LaPierre."
 15 What action was taken by the audit
 16 committee with respect to that transaction?
 17 A. If it is what I'm thinking about, no
 18 action was necessary because the allegation was
 19 false.
 20 Q. You don't think that the NRA did pay 1.8
 21 million for rental of a home belonging to a film
 22 producer?

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1 A. For rental of a home, no.
 2 Q. Was it for rental of something else?
 3 A. If I remember -- if this is what we're
 4 talking about, it was -- your clients claimed it was
 5 a filming location.
 6 Q. So the audit committee reviewed that and
 7 found nothing improper about it?
 8 A. I don't -- I don't -- well, I don't
 9 remember addressing that one.
 10 Q. Okay. Do you know --
 11 A. Because it wasn't a related party
 12 transaction.
 13 Q. Do you know if the film producer had a
 14 relationship with executive vice president Wayne
 15 LaPierre?
 16 A. I don't remember anything like that.
 17 No.
 18 Q. Okay. Is that the way it was presented
 19 in the memo?
 20 A. In what memo?
 21 Q. The memo prepared by NRA accountants and
 22 presented to NRA's audit committee.

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1 A. I don't remember that memo at all.
 2 Q. Okay. Are you aware of the next issue,
 3 "senior management override of internal controls,
 4 that led to violations of accounts payable
 5 procedures and HR policy"?
 6 A. I remember a discussion of it. I know
 7 that it was being investigated by the Brewer firm.
 8 I don't remember the results of that investigation.
 9 Q. To your knowledge, the audit committee
 10 didn't do anything with respect to that issue?
 11 A. Well, we haven't yet. I don't know if
 12 the investigations are ongoing or not.
 13 Q. Okay. But it's been almost two years
 14 since this memo was provided to the audit committee;
 15 is that right?
 16 A. Yeah. And we're still trying to get
 17 documents from your client.
 18 Q. What documents is the audit committee
 19 trying to get from Ackerman McQueen?
 20 A. "We" being NRA, not the audit committee.
 21 Q. Okay. What documents is the NRA trying
 22 to get from Ackerman McQueen?

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1 A. You'd have to look at our pleadings.
 2 I'm quite sure you know which ones.
 3 Q. Is that something you reviewed, the
 4 pleadings, NRA's pleadings?
 5 A. No.
 6 Q. So how do you know which documents the
 7 NRA is trying to get?
 8 A. I don't know which documents. I know we
 9 need documents supporting all of the charges that
 10 you have invoiced to us, and we haven't gotten them.
 11 Q. Have you had a discussion about that
 12 with the treasurer, Craig Spray?
 13 A. About?
 14 Q. About that the NRA hasn't received
 15 backup for invoices.
 16 A. All of the invoices?
 17 Q. Yes.
 18 A. No, I have not had a discussion with
 19 Craig Spray about that.
 20 Q. Okay.
 21 A. I discussed that with our counsel.
 22 Q. Okay. This is Bill Brewer?

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1 A. Brewer.
2 Q. Okay. Are you aware of any conflict of
3 interest that Bill Brewer may have with Ackerman
4 McQueen?
5 A. No.
6 Q. Are you aware that he's the
7 brother-in-law of Revan McQueen, the CEO of Ackerman
8 McQueen?
9 A. Who?
10 Q. Revan McQueen.
11 A. Okay. What about him?
12 Q. He's the brother-in-law of Revan McQueen
13 at Ackerman McQueen.
14 A. Okay.
15 Q. Did you know that?
16 A. Yeah.
17 Q. Did you know that he's the son-in-law of
18 Angus McQueen?
19 A. Yeah.
20 Q. So to your mind, did that create any
21 conflict of interest for Bill Brewer?
22 A. No.

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1 Q. Were you aware that Steven Hart has
2 testified that he repeatedly complained that there
3 was a conflict of interest between Bill Brewer and
4 Ackerman McQueen?
5 MR. COLLINS: Objection to the form.
6 A. I am not aware that he testified to
7 that, but if he did, it's quite the opposite of what
8 he told me.
9 Q. What did he tell you?
10 MR. COLLINS: Was it for legal
11 advice or was it just --
12 MR. DICKIESON: He's already opened
13 the door on this.
14 MR. COLLINS: No, he hasn't. He
15 just said a general statement.
16 Was it for purposes --
17 THE WITNESS: Of course.
18 MR. COLLINS: So we're going to
19 instruct you not to answer.
20 Q. So you're going to refuse to answer what
21 you meant by your last answer?
22 A. Based on instructions of counsel, yes.

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1 Q. The next item on Exhibit 5 in this
2 footnote is, "Reimbursement of expenses relating to
3 apartments and living expenses beyond the NRA HR
4 policy manual's stipulations, and on a permanent
5 basis."
6 Did the audit committee look into
7 that issue?
8 A. No, because that wouldn't come within
9 the purview of the audit committee.
10 Q. This memo was presented to the audit
11 committee, though, correct?
12 A. Correct.
13 Q. Did that issue get farmed out to some
14 other committee for analysis?
15 A. Not another committee, no.
16 Q. Did it get farmed out to some other
17 place?
18 A. To the Brewer firm.
19 Q. Okay. The next item on this list is,
20 "Allegations of extortion related to alleged
21 financial improprieties involving more than \$200,000
22 in wardrobe purchases by NRA executive vice

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1 president Wayne LaPierre."
2 Did that issue -- what -- did the
3 audit committee take any action on that issue?
4 A. That was not included in any -- it was
5 never brought up in this audit committee meeting, so
6 I don't know where Chuck Schumer got this.
7 Q. Okay. Did that issue come up at some
8 subsequent meeting of the audit committee?
9 A. Well, after you guys put that
10 information out in the public media, yeah.
11 Q. Okay.
12 A. Well, not with the audit committee, but
13 with Bill Brewer.
14 Q. So the audit committee did not address
15 the Zegna wardrobe purchases?
16 A. Again, that doesn't come within the
17 purview of the committee. It was being investigated
18 by our counsel.
19 Q. Do you have any evidence -- when you say
20 that you guys released this to the public, do you
21 have any evidence that that, in fact, is the case,
22 that Ackerman McQueen released that information to

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1 the public?
 2 A. Yeah.
 3 Q. What is your basis for that?
 4 A. I'm trying to remember the sequence of
 5 events. Ollie North, was part of his attempt to get
 6 LaPierre to drop the AcMc lawsuit, to non-suit it,
 7 and resign. That was one of the things that he said
 8 that AcMc was going to release to the media.
 9 Q. Are you aware of anything released to
 10 the media after the Oliver North phone call?
 11 A. There have been a lot of things released
 12 to the media that, in my gut, as you were asking
 13 earlier, I know your clients did, and whether or not
 14 we have proof of that yet, I don't know.
 15 Q. It's a gut impression, but nothing that
 16 you have got any evidence for?
 17 MR. COLLINS: Objection to the form.
 18 A. No hard evidence. It's just when you
 19 guys release information like the alleged wardrobe
 20 purchases, you're the only one that would have that.
 21 We have been trying to get those documents forever.
 22 So based on -- based on who had sole possession of

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1 the information or document, yeah, that's what's the
 2 basis of my gut opinion. And the fact that your
 3 employee -- well, I'm sorry, your client's employee,
 4 Colonel North, said they were going to.
 5 Q. When you say that we've been looking for
 6 those records forever, you say the audit committee
 7 has been looking for those records?
 8 A. I never said that.
 9 Q. What did you mean when you said "we"?
 10 A. The NRA.
 11 Q. The NRA.
 12 And are you aware that Steven Hart
 13 provided the Zegna clothing letter prior to Colonel
 14 North's phone call to selected members of the NRA
 15 board?
 16 A. Yeah. He sent -- he sent an e-mail out,
 17 if I remember correctly.
 18 Q. And you received that --
 19 A. Which was interesting because --
 20 MR. COLLINS: Wait. Can we take two
 21 minutes on that one.
 22 MR. DICKIESON: He's right in the

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1 middle of an answer. I'd like him to finish his
 2 answer.
 3 THE WITNESS: I'm going to take a
 4 break.
 5 MR. COLLINS: It's based on a
 6 privilege issue that you want some advice now?
 7 MR. DICKIESON: It wasn't him that
 8 was asking for advice. You interrupted him. He was
 9 answering.
 10 MR. COLLINS: Sorry. As you know,
 11 you're not allowed to waive the privilege -- NRA's
 12 privilege on its behalf.
 13 THE WITNESS: Understand.
 14 MR. COLLINS: Okay. Would this
 15 answer require you to divulge privileged
 16 information?
 17 THE WITNESS: No.
 18 MR. COLLINS: Perfect. Great.
 19 A. He sent an e-mail out with -- an e-mail,
 20 I believe -- there was an attachment. I don't
 21 remember if it was an e-mail or not. I'm pretty
 22 sure it was. From Winkler, your client. Which I

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1 found most interesting.
 2 Q. And that was done on April 22, 2019,
 3 right?
 4 A. I have no idea.
 5 Q. That was done before the Oliver North
 6 call to Millie Hallow; is that right?
 7 A. I don't -- I don't know.
 8 Q. Is it your understanding -- did you know
 9 that Steven Hart was terminated on April 22nd after
 10 he sent that?
 11 A. I know he was terminated, but I don't
 12 know the date.
 13 Q. After that -- after you received that
 14 e-mail.
 15 MR. COLLINS: Objection to the form.
 16 A. I don't know when he was terminated.
 17 Q. Okay. I should actually use the term
 18 "suspended."
 19 A. I'm sorry.
 20 Q. I should use the term "suspended."
 21 Do you know whether he was
 22 suspended?

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1 A. No.
 2 Q. Did you do anything with the Steven Hart
 3 e-mail and materials he provided attached to that
 4 e-mail on April 22nd?
 5 A. No.
 6 Q. You indicated that you think that that
 7 information about the Zegna clothing and the Winkler
 8 letters was only in the possession of Ackerman
 9 McQueen; is that right?
 10 Is that fair to say that that's how
 11 you characterized it?
 12 MR. COLLINS: Objection to the form.
 13 A. I didn't characterize the Winkler e-mail
 14 in any fashion. All I know is -- in reference to
 15 that e-mail, is that Hart sent the e-mail out, and
 16 the attached letter was from Winkler, which was, to
 17 me, as a lawyer, it was quite interesting.
 18 Q. And do you know how the information that
 19 Steven Hart sent to you and other board members was
 20 released to the press?
 21 A. Do I know the mechanism that it was
 22 released, no.

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1 Q. Do you know that it was released to the
 2 press?
 3 A. Well, I saw it in news spots.
 4 Q. Okay. So isn't it true that people
 5 other than Ackerman McQueen had access to the
 6 Winkler letters?
 7 You had access to the Winkler
 8 letters, correct?
 9 A. If you -- if you mean the original
 10 letter, I don't know. If you mean the Hart e-mail,
 11 yes.
 12 Q. Okay. Do you know if the press got the
 13 original letter, or it got a copy of it
 14 electronically?
 15 A. I have no way to know that.
 16 Q. Okay. Do you know -- did you leak the
 17 Hart e-mail and the Winkler letters to the press?
 18 A. No.
 19 Q. Do you have any -- have you ever
 20 provided NRA information to a reporter?
 21 A. No.
 22 Q. Do you know anyone on the audit

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1 committee who may have provided information to the
 2 reporters?
 3 A. No.
 4 Q. Do you know if Bill Brewer provides
 5 information to reporters?
 6 A. I -- no. I know good and well Bill
 7 wouldn't do that.
 8 Q. Do you know if Bill Brewer communicates
 9 with reporters on a regular basis?
 10 MR. COLLINS: Objection to the form.
 11 A. That, I don't know.
 12 Q. Have you seen Bill Brewer quoted in
 13 newspaper articles?
 14 A. Yes.
 15 Q. Do you know how he gets quoted if
 16 he's -- if he's not communicating with reporters?
 17 A. I don't know if he's communicating. I
 18 don't know if it goes through someone at his firm.
 19 Q. Do you believe people at his firm are
 20 communicating with reporters?
 21 A. I don't believe they're leaking
 22 information, if that's what you mean. Do they talk

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1 to the press, I would say, I think so just based on
 2 what you just said. I have seen quotes from Bill.
 3 Q. Do you have any evidence that Ackerman
 4 McQueen is the source of any leak to the press?
 5 A. I've already answered that question
 6 twice.
 7 Q. Just a gut feeling?
 8 A. A gut feeling based on the release of
 9 information that only you guys would have.
 10 Q. And are you aware that we have been in
 11 litigation for coming up on ten months, and it's
 12 still just a gut feeling about Ackerman McQueen's
 13 leaks?
 14 MR. COLLINS: Objection to the form.
 15 A. For me personally, yes.
 16 Q. Okay. Let's go back to the top of this
 17 footnote, even before it talks about the memo
 18 prepared by NRA accountants -- let me clarify that.
 19 What do they mean by "NRA
 20 accountants"? Are these whistleblowers people in
 21 the treasurer's office?
 22 MR. COLLINS: Objection to the form.

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1 A. You're going to have to ask Senator
 2 Schumer what he means by his own letter. I don't
 3 know.
 4 Q. You say you're aware of this memo,
 5 correct, that was provided to the audit committee?
 6 A. I am aware of a memo.
 7 Q. Okay.
 8 A. What he means, I don't know.
 9 Q. You're aware of a memo that addresses
 10 these issues; is that right?
 11 A. I'm aware of a memo. I don't know what
 12 was provided to Schumer.
 13 Q. Okay. So I'm sure that we're all aware
 14 of a memo. The question is, are you aware of a memo
 15 that addresses these concerns?
 16 A. I've got to say, no, because that one
 17 thing in there that you were talking about, that
 18 was -- unless I am really forgetful, that was never
 19 discussed.
 20 Q. Okay. So prior to the \$200,000
 21 wardrobe, which seems to be cited to an article and
 22 not to the memo, are you aware of the prior issues

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1 being addressed in a memo that was provided to the
 2 audit committee?
 3 MR. COLLINS: Objection to the form.
 4 A. Which issue?
 5 Q. Let me read it again.
 6 "Allegations contained in a memo
 7 prepared by NRA accountants and presented to NRA's
 8 audit committee, including payments to an IT
 9 consulting firm with links to NRA's CFO and
 10 treasurer Woody Phillips; a \$1.8 million rental of a
 11 home belonging to a film producer who had a
 12 relationship with executive vice president Wayne
 13 LaPierre; senior management override of internal
 14 controls that led to violations of accounts payable
 15 procedures."
 16 A. I don't mean to interrupt you, but if
 17 you are going to ask me to say globally yes or no, I
 18 won't do it. If you are going to ask me after each
 19 one, I can do it.
 20 Q. Did you get a memo that addressed all of
 21 those issues?
 22 A. No.

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1 Q. Did you get a memo that addressed some
 2 of those issue?
 3 A. Some, yes. And when I say I got it, it
 4 was a memo was discussed in the audit committee
 5 meeting.
 6 Q. Let's have marked as Exhibit 6 --
 7 MR. COLLINS: David, at some point,
 8 it we can take a lunch break, but I'm not --
 9 MR. DICKIESON: What time is it now?
 10 MR. COLLINS: 12:50.
 11 MR. DICKIESON: At 1:00, we'll take
 12 a break.
 13 MR. COLLINS: Of course.
 14 (Cotton Exhibit 6, memo, List of Top Concerns for
 15 the Audit Committee, NRA-AMc_00068916-917, was
 16 marked for identification.)
 17 Q. Let's have marked as Exhibit 6 a memo
 18 entitled List of Top Concerns for the Audit
 19 Committee.
 20 Mr. Cotton, are you familiar with
 21 this memo?
 22 A. Let me read it.

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1 (Off the record, 12:51 p.m. - 12:52 p.m.)
 2 MR. COLLINS: And, David, my
 3 understanding is that in prior depositions, we have
 4 taken the position that it may be privileged. I
 5 think that at one deposition, I may have, with your
 6 agreement, allowed you to ask questions with the
 7 agreement that it wouldn't be a waiver.
 8 I am told at other depositions, it
 9 was objected to on privilege. Can we get an
 10 agreement -- we have waived so far -- before we
 11 raise the issue about privilege, we raised it
 12 earlier on, but can you agree that you're asking
 13 questions about this is not a waiver in of itself,
 14 if I allow him to ask questions about this, then I
 15 can preserve my objection?
 16 MR. DICKIESON: You can preserve
 17 your objection. It's clear this was disclosed to a
 18 Senate subcommittee, though.
 19 MR. COLLINS: Okay. But can you
 20 agree?
 21 MR. DICKIESON: Yes.
 22 MR. COLLINS: If I allow him to

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1 answer those questions, that itself will not be a
 2 waiver?
 3 MR. DICKIESON: Sure.
 4 MR. COLLINS: Thank you.
 5 MR. DICKIESON: With the caveat that
 6 any prior failure to make a -- an objection to this
 7 question, which I believe happened at one
 8 deposition, where you were not present, could be a
 9 considered a waiver.
 10 MR. COLLINS: Of course. I'm just
 11 talking about today.
 12 (Off the record, 12:53 p.m. - 12:54 p.m.)
 13 THE WITNESS: Okay. I've read it.
 14 BY MR. DICKIESON:
 15 Q. Are you familiar -- have you seen this
 16 list of top concerns for the audit committee before?
 17 A. I can't say as I sit here, I remember
 18 this document. I remember a discussion on these
 19 topics.
 20 Q. Okay. Does this appear to be the memo
 21 that's referred to in the Senate letter?
 22 A. No.

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1 Q. It does not.
 2 What do you base that on?
 3 A. Well, for instance, look at the \$1.8
 4 million on Exhibit 5, the Schumer version, a 1.8
 5 million rental of a home belonging to a film
 6 producer who had a relationship with executive vice
 7 president Wayne LaPierre.
 8 On the Exhibit 6, it says, "Billing
 9 of \$1.8 million for a rental home that belongs to
 10 Stanton/McKenzie, an owner of Associated TV."
 11 Two completely different things.
 12 Q. Okay.
 13 Is it your testimony that
 14 Stanton/McKenzie does not have a relationship with
 15 Wayne LaPierre?
 16 A. I know of no relationship with him.
 17 Q. Okay. Let me draw your --
 18 A. I said him, it may be an entity. I
 19 don't know.
 20 Q. Let me draw your attention to Item 2 on
 21 Exhibit 6. It says, "Senior management override of
 22 internal controls."

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1 And if you look, that language is
 2 quoted in the Senate letter, "Senior management
 3 override of internal controls."
 4 Does that influence your thought
 5 that this may have been provided to the Senate
 6 subcommittee?
 7 A. I don't doubt that something was
 8 provided to the Senate subcommittee. What I doubt
 9 is Schumer's version of what was in that memo.
 10 Q. Okay. And who provided it to the Senate
 11 subcommittee from the audit committee?
 12 A. No one from the audit committee.
 13 Q. Do you know how it got to the United
 14 States Senate?
 15 A. I don't know if it was a document
 16 request. I don't know.
 17 Q. Is it your gut feeling that Ackerman
 18 McQueen provided this to the United States Senate?
 19 A. I don't know.
 20 Q. Would Ackerman McQueen have any access
 21 to this memo?
 22 A. Steve Hart would have been at the

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1 meeting.
 2 Q. And is Steve Hart a counsel for Ackerman
 3 McQueen?
 4 A. Not supposed to be.
 5 Q. Is it your testimony that he is?
 6 A. I don't know.
 7 Q. So why do you mention Steve Hart?
 8 A. Because he was there.
 9 Q. Is it -- is it your impression that
 10 Steve Hart would act against the interests of his
 11 client, the board members of the NRA?
 12 A. I can't answer that question.
 13 Q. Well, you're implying it, so my question
 14 is, are you going to state that explicitly or just
 15 going to imply it?
 16 A. I'm not going to state anything else.
 17 I've answered your question. I can't answer your
 18 last question.
 19 Q. Okay. So if you -- can you provide any
 20 evidence that Ackerman McQueen would have leaked
 21 this list of top concerns for the audit committee to
 22 the United States Senate?

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1 A. I've already told you I have no idea if
 2 they did or not.
 3 Q. Okay. Were you aware of a leak problem
 4 coming from the treasurer's office at NRA?
 5 MR. COLLINS: Objection to the form.
 6 A. I'm aware of a suspected leak problem,
 7 yes.
 8 Q. What do you know about that?
 9 A. That we suspect there is or was a leak
 10 from the treasurer's office.
 11 Q. And what do you know about that?
 12 A. Nothing more than what I just said.
 13 Q. And do you know who was the suspected
 14 leaker?
 15 A. No.
 16 Q. And how did you learn about this
 17 suspicion?
 18 A. Discussion with Bill Brewer.
 19 Q. Any other way you learned about that
 20 suspicion?
 21 A. I can't remember talking to anybody else
 22 about it, no.

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1 Q. Let's go back to Exhibit 5. On the
 2 first page of Exhibit 5, there's extended discussion
 3 about the NRA's delegation to Moscow. Did the audit
 4 committee have any involvement with approving or
 5 reviewing or ratifying the NRA's participation in
 6 this delegation to Moscow?
 7 A. I investigated that when I heard about
 8 it, and Schumer's statement is false. We had no
 9 delegation going to Russia.
 10 Q. So what did your investigation consist
 11 of?
 12 A. Talking with Wayne LaPierre. Talking
 13 with Bill Brewer. I can't remember. I know I
 14 talked to some other board members. I can't
 15 remember who it was.
 16 Q. Is it your testimony that no officers or
 17 board members of the NRA went to Moscow?
 18 A. That is not my testimony. My testimony
 19 is the NRA did not authorize anyone to go to Moscow.
 20 Q. Is it your testimony the NRA did not pay
 21 for anyone to go to Moscow?
 22 A. It's my testimony that Wayne LaPierre

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1 said nobody from the NRA goes to Moscow -- goes to
 2 Russia as a representative of the NRA. That's all I
 3 know.
 4 Q. So my question is, are you aware that
 5 the NRA paid for parts of the Moscow trip?
 6 A. Any information I may or may not have on
 7 that issue would have come from the discussions with
 8 Bill Brewer.
 9 Q. And those discussions with Bill Brewer
 10 led you to believe that the NRA did not sponsor the
 11 trip to Moscow; is that your testimony?
 12 A. My discussions with Wayne LaPierre and
 13 others, not Bill, led me to believe that we -- that
 14 Wayne not only didn't authorize it, forbid it.
 15 Q. Do you have any knowledge as to -- do
 16 you dispute the fact that the NRA actually paid
 17 money towards the trip expenses?
 18 A. I can't go into discussions with Bill
 19 Brewer.
 20 Q. This is a yes or no question.
 21 Is it your testimony that the NRA
 22 did not contribute to the payments for the trip to

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1 Moscow?
 2 MR. COLLINS: Objection to the form.
 3 A. I don't know how to answer that without
 4 going into what Bill talked about.
 5 MR. COLLINS: Okay.
 6 THE WITNESS: Even a yes or no. My
 7 opinion would be based on advice from counsel.
 8 MR. COLLINS: Okay. So we'll
 9 instruct you not to answer on behalf of that.
 10 A. I can't answer.
 11 Q. Are you aware that other people have
 12 testified that the NRA did, in fact, contribute to
 13 that trip to Moscow?
 14 A. I'm not aware of any other testimony in
 15 this case. I haven't read depositions or anything.
 16 Q. Are you aware of press reports that the
 17 NRA paid for parts of the trip to Moscow?
 18 A. I'm aware generally -- generally aware
 19 that one of the many false allegations against the
 20 NRA and Wayne include something to do with Maria
 21 Butina and the Russians.
 22 Q. Are you aware that there are press

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1 reports that the NRA paid for the trip to Moscow,
2 portions of the trip?
3 A. I don't specifically remember any press
4 releases like that, no.
5 Q. Did you take any steps to investigate
6 whether or not the NRA paid any portion of the trip
7 to Moscow?
8 A. Not beyond what the Brewer firm is
9 doing.
10 Q. Has the Brewer firm reported to you on
11 the results of their investigation on that issue?
12 MR. COLLINS: Say yes or no.
13 A. Yes.
14 Q. And is there any further steps that the
15 audit committee or you are taking as a result of
16 that report?
17 A. No, because the issue doesn't come
18 within the purview of the audit committee. It's
19 being handled.
20 Q. Okay. So do you have an understanding
21 as to why the Brewer firm reported the results of
22 that investigation to you?

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1 A. Because I asked for it.
2 MR. COLLINS: Objection to the form.
3 Q. And why did you ask for it?
4 A. Because I wanted to know.
5 Q. Because it's important to you; is that
6 right? Is that right?
7 A. Yeah.
8 Q. Have you -- are you aware that Millie
9 Hallow has acknowledged that the NRA paid for
10 portions of the trip, but she had misstated that
11 Wayne LaPierre had approved those payments?
12 MR. COLLINS: Objection to the form.
13 A. I'm not aware of that.
14 Q. Are you aware from your -- any
15 information you've gained on the audit committee or
16 from any other source that Millie Hallow had
17 reported that Wayne had approved payments for the
18 Moscow trip?
19 A. No. That's the same question you just
20 asked me. No, I'm not aware of that.
21 Q. Okay. The Senate letter, Exhibit 5,
22 focuses on the Russian trip because of, it appears

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1 to be advancing personal business interests of the
2 NRA participants.
3 Would that be an area within the
4 ambit of the audit committee?
5 MR. COLLINS: Objection to the form.
6 A. No.
7 Q. Isn't that the conflict of interest
8 issue that you discussed the audit committee would
9 be addressing?
10 A. If the NRA did not send anybody to
11 Russia, then, no, it doesn't -- it has nothing to do
12 with conflict of interest.
13 If any board member decides to go on
14 their own, not part of the NRA, there's no conflict
15 of interest there.
16 Q. So it's your position as chairman of the
17 audit committee that because lawyers told you that
18 the NRA had no involvement in this trip, that's the
19 position you're accepting, and you don't need to
20 investigate it?
21 MR. COLLINS: Objection to the form.
22 A. For the fourth time, I talked to Wayne,

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1 I talked to other board members, I can't remember
2 who now, and to a person, they said Wayne not only
3 said you can't go as the NRA, they said don't go at
4 all. And some apparently chose to go on their own.
5 Q. Did you talk to anyone who actually went
6 on the trip?
7 A. Yes.
8 Q. Who was that?
9 A. Pete Brownell.
10 Q. What did Pete Brownell tell you?
11 A. He told me that he went on his own. Do
12 you know why -- this isn't a loaded question. Do
13 you know who Brownells is, the company?
14 Q. Yes.
15 A. Well, he told me that he went on the
16 trip on his own, and was going to talk to some
17 manufacturer, this is, my gut tells me, probably
18 WOLF Ammunition manufacturing about doing business
19 with him. That's what he told me.
20 Q. Do you know if the NRA paid
21 Mr. Brownell's participation in advance?
22 A. Again, no, I don't know.

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1 Q. Okay. Did you ask for any information
2 from the treasurer's office about whether or not the
3 NRA had paid for a portion of the trip?
4 A. No, because Bill's investigating that.
5 Q. Do you know what the results of Bill
6 Brewer's investigation has been?
7 A. Yes.
8 Q. What are those results?
9 MR. COLLINS: I'm going to instruct
10 you not to answer.
11 A. Attorney-client privilege.
12 Q. As a result of Bill Brewer's
13 investigation, has the audit committee taken any
14 steps with respect to the Moscow trip?
15 A. I'm sorry. With respect to what?
16 Q. With respect to the Moscow trip by NRA
17 board members.
18 A. No.
19 Q. The footnote on the second page of the
20 Senate letter also goes into a number of other
21 issues that we haven't even touched on yet.
22 It refers to, "Allegations NRA

[REDACTED]

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1 approved excessive payments to outside law firm of
2 William A. Brewer, III, (ProPublica, 'New Documents
3 Raise Ethical and Billing Concerns About the NRA's
4 Outside Counsel')."
5 Has the audit committee looked into
6 excessive payments to Bill Brewer's firm?
7 [REDACTED]
8 [REDACTED]
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]

[REDACTED]

11 MR. DICKIESON: Let's break for
12 lunch now.
13 MR. COLLINS: Okay. Thank you.
14 (RECESS, 1:10 p.m. - 1:54 p.m.)
15 BY MR. DICKIESON:
16 Q. Let's take a look at Exhibit 6, the list
17 of the top concerns for the audit committee.
18 I believe I asked, and I did not get
19 an answer to, if you, Mr. Cotton, know who actually
20 prepared this list?
21 A. No, I don't.
22 Q. I believe you said it was done by

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1 whistleblowers in the treasurer's office; is that a
 2 fair statement?
 3 A. Well, the subject matter was brought up
 4 by them. If they came into the meeting with that,
 5 or somebody in the treasurer's office, you know,
 6 took their concerns and typed it up, I can't tell
 7 you.
 8 Q. Do you know who those persons were in
 9 the treasurer's office?
 10 A. I can tell you who all was in the
 11 meeting, I think.
 12 Q. Okay.
 13 A. Rick Tedrick would have been there.
 14 Mike Erstling. Please don't ask me to spell his
 15 name, I don't know. Sonya Rowling. Emily would
 16 have been there.
 17 Q. Emily Cummins?
 18 A. Yeah. From the treasurer's office,
 19 that's who would have been there. I can't think of
 20 anyone else.
 21 Now I'm embarrassed. I don't
 22 remember if Woody was still treasurer then. It had

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1 to have been Woody at that point. So it would have
 2 been Woody. Unless I'm wrong on the date, and then
 3 it would have been Craig.
 4 Q. Well, do you recall approximately what
 5 date this was?
 6 A. I don't. That, too, was early on after
 7 Bill got involved.
 8 Q. Was Portia Padilla there?
 9 A. I'm sorry?
 10 Q. Portia Padilla. Do you know who that
 11 is?
 12 A. Honestly, I never met the lady. I don't
 13 recall anyone other than those people I was talking
 14 about there.
 15 Q. Did those persons from the treasurer's
 16 office participate in the discussion of these
 17 concerns?
 18 A. I'm -- yeah. I don't recall anybody
 19 sitting quiet and not talking, but...
 20 Q. All right. And was it your
 21 understanding that they were the ones advancing
 22 these concerns to the audit committee?

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1 A. Yes.
 2 Q. Okay. Was there any follow-up meeting
 3 with those persons about these concerns?
 4 A. Specific meetings for that purpose, no.
 5 But a lot of those people, probably every one of
 6 them I just listed anyway, would be in some of the
 7 audit committee meetings, or part of the meeting,
 8 but not the whole thing.
 9 Q. Do you know if these concerns were also
 10 addressed in the finance committee meetings?
 11 A. I don't remember.
 12 Q. Let's have marked as Exhibit 7 something
 13 called a Resolution of NRA Board of Directors Points
 14 of Concern and Legal Exposure.
 15 (Cotton Exhibit 7, Resolution of NRA Board of
 16 Directors Points of Concern and Legal Exposure,
 17 NRA-AMc_00069540-542, was marked for
 18 identification.)
 19 Q. For the record, this is the document
 20 that was turned over by the NRA, Bates stamps
 21 numbered NRA-AMc_69540 through 69542.
 22 Let me ask a general question while

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1 you're looking at it. Have you seen this document
 2 before?
 3 A. I don't recall seeing this.
 4 MR. COLLINS: Do you need more
 5 water?
 6 THE WITNESS: I'm okay. If I'm dry,
 7 I'll get some.
 8 Q. All right. So it looked like you looked
 9 at it.
 10 A. I haven't read it. I looked at it
 11 enough to know I haven't seen it before.
 12 Q. Okay. And are you -- is it your
 13 understanding that this is or is not an actual
 14 resolution of the NRA board of directors?
 15 A. Oh, it absolutely is not a resolution of
 16 the board of directors. It's not the right format
 17 or language or anything.
 18 Q. Look at point 12, and it raises the
 19 issue, "Is the NRA in imminent danger of not being
 20 able to make its payroll?"
 21 Was that a concern in late 2018 into
 22 2019?

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1 A. No.
 2 Q. Do you know if the NRA had to cut back
 3 on vendor contracts during late 2018?
 4 A. Excuse me. Let me back up.
 5 I have seen -- I have seen a
 6 document with some of these bullet points, not
 7 this -- not the document in this format. I have
 8 seen a document with some of these bullet points.
 9 Q. Where did you see that?
 10 A. I don't know. I say that only because
 11 when I'm reading these, some of the -- some of the
 12 bullet points are familiar, but I -- I can't
 13 remember where.
 14 Q. Okay. Was the NRA cutting back on
 15 vendor contracts in the end of -- towards the end of
 16 2018 and into 2019?
 17 A. I'm not sure what you mean by cutting
 18 back on contracts. If you mean making budget cuts,
 19 yeah.
 20 Q. Okay. Do you know what the reason for
 21 those budget cuts were?
 22 A. The ongoing issue we had with the State

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1 of New York, what we're having to deal with them.
 2 The impact of -- thank you, sir -- the loss of Carry
 3 Guard revenue. All of that.
 4 Q. Did the NRA freeze pensions of its
 5 employees during this time period?
 6 A. We had a soft freeze of the pensions,
 7 but it had nothing -- it wouldn't have been during
 8 this time frame. It would have been significantly
 9 earlier.
 10 Q. Years earlier?
 11 A. Years in the sense more than one, yeah.
 12 I just don't remember exactly when we did it, but it
 13 was -- as I recall, it was done because of some IRS
 14 changes or something. Something to do with how we
 15 had to book it or something like that.
 16 Q. Okay.
 17 A. I'm sorry. How we had to fund it. I'm
 18 sorry.
 19 Q. Would your knowledge of the financial
 20 condition of the NRA come from your audit committee
 21 work or the finance committee work?
 22 A. Finance committee.

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1 Q. Was the finance committee making
 2 recommendations as far as vendor cutbacks?
 3 A. No. Not specific vendor cutbacks, no.
 4 Q. Do you know how determinations of vendor
 5 cutbacks were being made towards the end of 2018?
 6 A. No.
 7 Q. Do you know who was in charge of that
 8 project?
 9 A. It would have to have been the treasurer
 10 and the EVP, Wayne or whoever the treasurer was,
 11 Woody or Craig.
 12 Q. Do you know if Bill Brewer was involved
 13 in that process?
 14 A. You'd have to ask Bill. I don't know.
 15 Q. The next Item 13 on this Exhibit 7,
 16 states, "Who has overseen internal auditing within
 17 the NRA office?"
 18 Is there an internal auditor?
 19 A. There is no internal auditing.
 20 Q. Is the audit committee supposed to
 21 function as an internal auditor of the NRA?
 22 A. No.

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1 Q. Is there a reason why there is not an
 2 internal auditor for the NRA?
 3 A. If there is a specific reason, I don't
 4 know it. It hasn't had one the whole 19 years I've
 5 been on the board.
 6 Q. Is there an accounting firm that audits
 7 the NRA on a regular basis?
 8 A. Yes.
 9 Q. What's the name of that accounting firm?
 10 A. Well, we've had different ones over the
 11 years. The current one is Aronson, A-R-O-N-S-O-N,
 12 LLP. Prior to that, it was RSM. And they had a
 13 name prior to going to initials. I just don't
 14 remember. I think it was McGladrey.
 15 MR. COX: McGladrey.
 16 Q. Do you know why there was a change from
 17 RSM to Aronson?
 18 A. They got -- they got off the account.
 19 Q. Do you know why they got off the
 20 account?
 21 A. They gave us no reason at all.
 22 Q. When did Aronson take over the function?

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1 A. This year.
 2 Q. 2020?
 3 A. Well, okay. You're right. 2019.
 4 Q. Do you know when in 2019?
 5 A. I don't remember the -- I don't remember
 6 the meeting. We had an audit committee meeting
 7 where we evaluated the firms that wanted to --
 8 wanted the job, and I don't remember when that
 9 meeting was.
 10 Q. Was it the audit committee's
 11 responsibility to retain the accounting firm?
 12 A. It was the -- in a way, yes. I mean,
 13 the legwork was done by the treasurer's office, in
 14 sending out the RFP, and then find out who is
 15 interested, give us the specs, fees, estimate the
 16 fees, that kind of stuff, staffing ability, that
 17 kind of stuff, expertise.
 18 But then the audit committee meets
 19 and goes over all of that, interviews the
 20 prospective firms and then selects the firm.
 21 Q. Does the audit committee also have a
 22 role in selecting a reviewer or examiner that would

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1 look at a vendors' records, like Ackerman McQueen?
 2 A. No.
 3 Q. Do you know who would have
 4 responsibility for approving an outside auditor or
 5 examiner to go look at a vendor's records?
 6 A. To my knowledge, that wasn't done until
 7 we got in this lawsuit, but to my knowledge, that
 8 wasn't done.
 9 Now, if our CPA firm, the external
 10 firm hired somebody on a contract basis, I don't
 11 know.
 12 Q. So were you aware that Ackerman
 13 McQueen's services agreement allowed the NRA to go
 14 and review its -- examine its books and records?
 15 A. That's my understanding.
 16 Q. Okay. Were you -- are you aware of any
 17 circumstances or instances where the NRA exercised
 18 that authority to go look at Ackerman McQueen's
 19 records?
 20 A. You mean prior to this lawsuit that's
 21 ongoing?
 22 Q. At any time.

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1 A. The only thing I'm aware of were
 2 attempts to review documents as part of our
 3 preparation for the New York AG coming after us.
 4 But in prior years, I don't know. That would have
 5 been handled through the treasurer's office.
 6 Q. So once the New York Attorney General's
 7 investigation was threatened or began, which I think
 8 you said was right before Bill Brewer was involved?
 9 A. Yes, because that was the impetus to
 10 hire Bill.
 11 Q. Okay. So then what investigation or
 12 what examination of Ackerman McQueen's books are you
 13 aware of?
 14 A. The only information I've got came from
 15 Bill.
 16 Q. Are you aware that the Brewer firm sent
 17 its people into Ackerman McQueen to look at their
 18 records in September of 2018?
 19 MR. COLLINS: Objection to the form.
 20 A. I don't know.
 21 Q. Did the audit committee have any role in
 22 approving that or reviewing the results of that

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1 examination?
 2 MR. COLLINS: Objection to the form.
 3 A. No, that -- sorry about that. I'm too
 4 quick on the trigger. I'm sorry.
 5 No, because that wouldn't come
 6 within the scope of the audit committee.
 7 Q. Okay. Were you even aware that they had
 8 done that?
 9 A. I was generally aware of efforts to look
 10 at AcMc documents, but I can't give you the
 11 specifics.
 12 Q. Were you aware that the Cooper law firm
 13 did an examination of Ackerman McQueen's books in
 14 December of 2018?
 15 A. Are you talking about Chuck Cooper?
 16 Q. Yes.
 17 A. I don't remember if -- I don't know
 18 if -- I don't remember now. I don't know if I knew
 19 about it then or not.
 20 Q. Were you aware of an entity called
 21 Forensic Risk Alliance, or FRA, did a nine-day
 22 examination of Ackerman McQueen's books in February

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1 of 2019?
2 MR. COLLINS: Objection to the form.
3 A. I don't know the name, but I know there
4 was an independent third party that was trying to do
5 that, and then they were ordered to leave.
6 Q. Who ordered them to leave?
7 A. AcMc.
8 Q. And who told you this?
9 A. I don't remember.
10 Q. Okay. Did you do any follow-up to
11 figure out why they were ordered to leave?
12 A. No, that's what we have the Brewer firm
13 for.
14 Q. So do you think that the Brewer firm may
15 have told you that FRA was ordered to leave?
16 MR. COLLINS: Objection to the form.
17 A. I don't remember.
18 Q. Okay. Were you aware that we've taken
19 the deposition of the representative of Forensic
20 Risk Alliance?
21 A. No.
22 Q. So you don't know that we have learned

14 Q. Do you recall if there was any Brewer
15 update that made representations that FRA was
16 ordered to leave?
17 A. I don't recall.
18 Q. But that just sticks in your head that
19 you think that they were ordered to leave; is that
20 right?
21 A. Yes.
22 Q. Did you, in your role as either an

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1 that they were not ordered to leave?
2 A. Well, I don't know what the situation is
3 because I don't know if your statement is correct or
4 not.
5 Q. All right. Did the audit committee
6 receive any of the results of these examinations of
7 Ackerman McQueen's books?
8 MR. COLLINS: Objection to the form.
9 A. The audit committee did not receive any
10 reports directly from any entity. The audit
11 committee had periodic updates from the Brewer firm.

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

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1 officer or chairman of the audit committee, ever see
2 any results of any of these audits of Ackerman
3 McQueen's records?
4 MR. COLLINS: Objection to the form.
5 A. No.
6 Q. Did you ask ever ask to see any of them?
7 A. No.
8 Q. I believe you testified that you knew
9 about the Zegna clothing purchases that was in one
10 of the Winkler letters about Wayne LaPierre's
11 expenses at the Zegna clothing store?
12 A. I don't know anything about which store,
13 but I knew -- I knew that there was the claim that
14 there was -- I think it was -- I think the number
15 was \$274,000 in clothing purchases, but I can't tell
16 you when or where or anything like that.
17 Q. And did the audit committee investigate
18 any of the backup documents to those clothing
19 purchases?
20 A. I tried to find out -- I went to Wayne
21 to find out what was going on. What documents do we
22 have? He said, none. We didn't get any documents.

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1 AcMc handled all of that. They told him where to
 2 go. They even picked out the suits. I can
 3 understand because Wayne's taste in clothing sucks.
 4 And so he went there, and they had
 5 the suits picked out. They fitted him for it, as I
 6 understand it, and he left. And they were shipped
 7 to him.
 8 And that's a very summary statement.
 9 That -- but that's all I know about it.
 10 Q. All right.
 11 You may be aware that your
 12 deposition testimony may be public, so when you say,
 13 "Wayne's taste in clothing sucks," that could get
 14 out there. But I also suspect that they're going to
 15 designate that portion of the transcript as
 16 confidential for some unknown reason.
 17 A. I appreciate you taking care of me, but
 18 I assure you, we used to kid him because he would be
 19 wearing a tie that was -- it was frayed, and one of
 20 us would take a tie and say, put on the tie. But I
 21 do appreciate you taking care of me here.
 22 Q. So did you ask for any follow-up

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1 documentation on the clothing purchases?
 2 A. Short answer is yes.
 3 Let me put it this way: I was
 4 asking for documentation. I was wanting to see
 5 documentation, if we ever got it, on any number of
 6 these things. That would include the wardrobe
 7 stuff. But I can't sit here and say, I remember
 8 walking up to somebody and saying, get us the
 9 documentation of the wardrobe, because it was my
 10 understanding at that point that your clients had it
 11 all.
 12 Q. And did you discuss with Wayne how he
 13 actually went about purchasing the clothes?
 14 A. Yeah, I just described it.
 15 Q. Did he walk into the store and actually
 16 buy them himself?
 17 A. No.
 18 Q. They were sent to him; is that your
 19 understanding?
 20 A. It's my understanding that he went to
 21 the -- to the store -- and remember, this is over a
 22 15-year period, so I can't say that every single

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1 time. I just don't know.
 2 But it's my understanding that he
 3 was told by AcMc that, number one, you got to have a
 4 certain wardrobe for your videos and personal
 5 appearances. And if I remember correctly, even, you
 6 know, sound like a kid in trouble at school, send
 7 him home, said, you can't wear that. At least once.
 8 But they would tell him where to go
 9 and they literally picked out these suits for him.
 10 And they fitted him. And he left, and they were
 11 sent to him. He never -- you know, he didn't get an
 12 invoice or anything, because apparently, it was paid
 13 for by AcMc, and then billed back.
 14 Q. So it's your understanding that it was
 15 Ackerman McQueen picking out the suits and not the
 16 Zegna store personnel?
 17 A. No, I can't say that. Someone picked
 18 out the suits other than Wayne. Now, was it AcMc or
 19 did they have a, you know, tailor or something that
 20 they relied on, I just can't say.
 21 Q. Is it your testimony that someone from
 22 Ackerman McQueen accompanied him to the store for

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1 these purchases?
 2 A. That's not my testimony. I don't know
 3 if that's the case or not.
 4 Q. Okay. Is it your testimony that when he
 5 purchased the clothing, that the store did not give
 6 him a receipt?
 7 A. Again, he didn't purchase it. It was my
 8 understanding that they were purchased by AcMc and
 9 then apparently billed back to the NRA in some of
 10 the invoices.
 11 Q. Okay. Were you aware of this when it
 12 was going on?
 13 A. No, because it quit -- it stopped
 14 sometime back. I don't know how long.
 15 Q. Did it stop before you became chairman
 16 of the audit committee?
 17 A. I think so. I'm trying -- I don't
 18 remember exactly when Wayne said it stopped, but if
 19 I remember correctly, yes.
 20 Q. When you were serving on the audit
 21 committee, was this practice in place?
 22 A. I don't know.

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1 Q. So to your knowledge, when you were on
 2 the audit committee, did you have any knowledge of
 3 these purchases of clothing for Wayne LaPierre?
 4 A. No.
 5 Q. When did you first learn about the
 6 purchases of clothing?
 7 A. It was during that annual meeting week,
 8 and again, those -- it is incredibly busy, so the
 9 days just kind of run together.
 10 Q. Did you learn about --
 11 MR. COLLINS: Objection. He
 12 wasn't -- were you done?
 13 A. Well, I mean --
 14 MR. COLLINS: I'm sorry.
 15 Q. Did you learn about through the Winkler
 16 letter of April 22nd --
 17 A. Obviously, it was in that. I'm sorry, I
 18 cut you off. I didn't mean to do that.
 19 Obviously, it was in there, but I
 20 don't know if that's the first time I heard it.
 21 Q. Do you think --
 22 A. The reason I say that, for some reason,

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1 some reason, I want to tie it to Steve Hart, too,
 2 but it may be because Steve sent that e-mail out
 3 with the Winkler letter attached. So I'm not sure.
 4 Q. Would it have been -- would you have
 5 learned about this more than a month before the
 6 April 22nd letter was sent to you?
 7 A. I don't think so.
 8 Q. Okay. Did you view this as some sort of
 9 a problem, that potentially personal expenses of the
 10 executive vice president, for years, had been routed
 11 through Ackerman McQueen to the NRA in a way that
 12 the board or the audit committee was unaware of?
 13 MR. COLLINS: Objection to the form.
 14 A. Okay. That's a compound question.
 15 Was I concerned about what was
 16 stated, yes. Was I concerned that it was not routed
 17 through the audit committee, no, because that's not
 18 within our purview. We have a very limited
 19 operation. But that's what prompted me to go to
 20 Wayne and find out what the heck's going on.
 21 Q. So in your purview, using NRA funds for
 22 personal purchases is not part of the audit

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1 committee responsibility?
 2 A. Correct.
 3 Q. Who -- which committee would have
 4 responsibility for that?
 5 A. I'm sorry. Which one?
 6 Q. Which committee would have
 7 responsibility for that?
 8 A. No committee would do it. That would be
 9 the responsibility of the treasurer's office, and in
 10 this particular case, responsibility of our lawyers
 11 to look into that, find out what's going on.
 12 (Cotton Exhibit 8, e-mail, Zezima/Arulanandam,
 13 5.30.2019, NRA-AMc_00069741-743, was marked for
 14 identification.)
 15 Q. Let's have marked as the next exhibit,
 16 8, an e-mail from Katie Zezima to Andrew Arulanandam
 17 dated May 30, 2019.
 18 For the record, this Exhibit 8
 19 appears to be a series of questions from the
 20 Washington Post to Andrew Arulanandam at the NRA
 21 about transactions involving NRA board members.
 22 Have you seen this e-mail before?

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1 A. No.
 2 MR. COLLINS: Objection to the form.
 3 Q. Are you aware of the issues that are
 4 raised in this e-mail about board members gaining
 5 some sort of personal compensation arising out of
 6 the relationship with the NRA?
 7 A. Okay. I'm sorry. Say again.
 8 MR. DICKIESON: Why don't you read
 9 back the question.
 10 (The record was read back by the Court Reporter.)
 11 A. Yes.
 12 Q. Is this of particular concern to what
 13 you said was your main concern about the New York
 14 Attorney General's investigation?
 15 A. Okay. There was -- there's not a
 16 concern. This was a reporter finding a bunch of
 17 garbage trying to write a story. There was no
 18 concern. The reason why I answered yes to your
 19 question is those are considered related party
 20 transactions and they come before the committee.
 21 Q. All right. So this refers to in the
 22 middle -- well, two-thirds down the first page, "Why

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1 were the expenses for clothes at the Zegna store in
 2 Beverly Hills and trips, \$267,000 in travel deemed
 3 appropriate?"
 4 Is that something that came before
 5 the audit committee?
 6 A. No.
 7 Q. Was there a board meeting where a number
 8 of these personal compensation issues raised and
 9 ratified by the audit committee?
 10 MR. COLLINS: Objection to the form.
 11 A. There was -- every time the audit
 12 committee issued a report dealing with these, it
 13 went to the full board.
 14 Q. Okay. And do you recall this -- these
 15 issues going to the full board sometime after May
 16 30, 2019?
 17 A. You're talking about all of the issues
 18 in this document?
 19 Q. Yes.
 20 A. No.
 21 Q. Were some of these issues sent to the
 22 full board?

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1 A. Everything that came to the audit
 2 committee went to the full board.
 3 Q. Everything?
 4 A. Everything that went to the --
 5 everything in the way of related party transactions
 6 that were dealt with by the audit committee went to
 7 the full board.
 8 Q. Okay. I need to ask you about what's on
 9 the last page of this exhibit. There's a paragraph
 10 halfway down that says, "Additionally, our
 11 membership commissions and commissions from the NRA
 12 recruiter program, the same thing. We have found
 13 that Brownell, Nugent and Owen Mills received
 14 membership commissions, while Linda Walker, R. Lee
 15 Ermey and Charles Cotton received an undisclosed
 16 amount of money through the NRA recruiter program.
 17 How much did each get? Why are these payments
 18 appropriate to directors?"
 19 Do you know what that paragraph is
 20 referring to?
 21 A. They're talking about to the NRA
 22 recruiter program, where anyone who solicits NRA

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1 membership can get a commission on those who join.
 2 Q. And so that's a program that you
 3 participated in?
 4 A. Well, I'm signed up, but I can't
 5 remember the last time I've gotten a check from the
 6 NRA.
 7 Q. But --
 8 A. My audiences are all NRA members
 9 already.
 10 Q. So is this statement accurate, that you
 11 did receive some undisclosed amount of money through
 12 the NRA recruiter program?
 13 A. No, that's false.
 14 Q. You did not receive any amount of money?
 15 A. Well, no. It's -- I did -- I think the
 16 last check was three, four years ago for \$20, and it
 17 was absolutely disclosed.
 18 Q. Okay. What does an NRA membership cost
 19 these days?
 20 A. Annual -- oh, God. You're putting me on
 21 the spot here. I think annual membership is either
 22 \$35 or \$40. The life membership is \$1500.

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1 Q. Do you know who Gayle Stanford is?
 2 A. The name rings a bell, but I don't know
 3 why.
 4 Q. Do you know that she's the travel agent
 5 that Wayne LaPierre uses?
 6 A. Oh. Oh, oh, oh. She's the lady who
 7 books the corporate jets. At least that's my
 8 understanding.
 9 Q. And did the audit committee review her
 10 contract on a regular basis?
 11 A. I really don't remember. We'd have to
 12 look at some of the audit reports. I don't know.
 13 Q. Let me hand you the contract file from
 14 Gayle Stanford's business that we'll have marked as
 15 Exhibit 9.
 16 (Cotton Exhibit 9, Business Case Analysis, 3.8.2019,
 17 Supernaugh, was marked for identification.)
 18 THE WITNESS: I hate to do this to
 19 you guys, but I have to run to the restroom while
 20 she's doing this.
 21 MR. DICKIESON: Sure. Take a break.
 22 (RECESS, 2:28 p.m. - 2:31 p.m.)

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1 BY MR. DICKIESON:
 2 Q. Were you, as a board member or the chair
 3 of the audit committee or finance committee, aware
 4 that the NRA was paying \$318,000 annually to Gayle
 5 Stanford's business to be available for making
 6 travel arrangements for Wayne LaPierre?
 7 MR. COLLINS: Objection to the form.
 8 A. Having a problem with your -- I don't
 9 remember if the NRA audit committee -- well, the
 10 audit committee wouldn't have seen this unless there
 11 was a related party transaction.
 12 The officers may or -- I guess the
 13 officers would have seen the contract as part of
 14 that acknowledgement, but I -- I don't recall this.
 15 Q. You don't recall any issue, in any role
 16 you had at the NRA, about this travel agent
 17 arrangement that Wayne LaPierre had?
 18 A. I do not.
 19 Q. Were you aware, just in general, that
 20 the NRA was paying \$26,500 per month to a travel
 21 agent for Wayne LaPierre?
 22 MR. COLLINS: Objection to the form.

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1 A. No.
 2 Q. Were you aware that at the same time
 3 that the NRA was being billed \$26,500 per month,
 4 that Ackerman McQueen was also getting a bill for
 5 \$4,000 a month from Gayle Stanford for Wayne
 6 LaPierre's travel arrangements?
 7 MR. COLLINS: Objection to the form.
 8 A. You guys were paying 4 grand and we were
 9 paying 26? No, I didn't know that.
 10 Q. Is that a transaction that you have any
 11 understanding why it would be split between Ackerman
 12 McQueen and the NRA?
 13 A. No idea at all.
 14 Q. Is that something that the audit
 15 committee would look into if they were aware that
 16 there was some reason part of Gayle Stanford's
 17 monthly pay was being routed through a vendor?
 18 A. I can't answer that question because it
 19 assumes facts that I don't know are the says.
 20 Q. Okay. Are you aware that Gayle
 21 Stanford's contract was recently renegotiated as a
 22 result of this litigation?

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1 A. I don't remember that -- I don't
 2 remember seeing a contract. I'm not saying I
 3 didn't. If it -- well, again, I'm sorry. That's
 4 not true.
 5 It would not have been sent to the
 6 NRA audit committee unless it was a related party
 7 transaction. Did I see it as an officer, I don't
 8 know. I don't recall it. Again, I sign -- I sign
 9 the acknowledgement for a number of them. I just
 10 don't remember that one.
 11 (Cotton Exhibit 10, invoice, 1.3.2017, Corporate
 12 America Aviation, Inc., was marked for
 13 identification.)
 14 Q. Let's have marked as Exhibit 10 some
 15 invoices from Gayle Stanford related to travel by
 16 the LaPierres.
 17 Mr. Cotton, for the record, I've
 18 handed to you as Exhibit 10 three separate invoices
 19 from Gayle Stanford as forwarding from Corporate
 20 America Aviation for private jet travel provided to
 21 Wayne LaPierre and Susan LaPierre.
 22 Was the audit committee at all

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1 involved in reviewing the travel arrangements and
 2 the costs for Wayne LaPierre's travel?
 3 MR. COLLINS: Objection to the form.
 4 A. Was the audit committee involved?
 5 Q. Yes.
 6 A. No.
 7 Q. Was the finance committee involved?
 8 A. You mean involved with the -- the
 9 specific transactions?
 10 Q. Yes.
 11 A. No.
 12 Q. Do you know who had responsibility for
 13 reviewing the transactions?
 14 A. In what respect?
 15 Q. To see if they were appropriate?
 16 A. I'm not trying to be hard. Appropriate
 17 in what sense?
 18 Q. Was there a whistleblower that
 19 complained about Wayne LaPierre's travel expenses?
 20 A. I don't recall that. I mean, it was
 21 general knowledge to the board that we had him
 22 traveling by private aircraft.

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1 Q. Take a look at the third invoice in this
 2 packet.
 3 A. Okay.
 4 Q. This is an invoice for \$121,300 relating
 5 to a trip which is identified as January 15th
 6 through January 26th. The itinerary is from
 7 Washington, DC to Dallas, Texas to North Platte,
 8 Nebraska to Las Vegas, Nevada, Van Nuys, California
 9 back to Washington, DC; do you see that?
 10 A. Yes.
 11 Q. Do you know what business that Wayne
 12 LaPierre would have in North Platte, Nebraska?
 13 A. Specifically, that town, no.
 14 Q. Do you know if his niece lives in North
 15 Platte, Nebraska?
 16 A. I have no idea where his family lives.
 17 Q. Okay. Do you know anything about a
 18 Hawker 850XP aircraft?
 19 A. I'm a pilot, and I'm familiar with
 20 aircraft, but not a whole lot of jets.
 21 Q. Do you know that that seats nine people?
 22 A. I don't know what the capacity or the

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1 weight limits are for the Hawker -- that Hawker.
 2 Q. Did you know that this jet travel would
 3 run in the range of \$121,000 per trip?
 4 A. No.
 5 MR. COLLINS: Objection to the form.
 6 Q. And do you know who was monitoring
 7 Mr. LaPierre's expenses for jet travel?
 8 MR. COLLINS: Objection to the form.
 9 A. What do you mean by "monitoring"?
 10 Q. Who would make sure that these expenses
 11 were not personal and that they were NRA related?
 12 A. I guess it would be both Wayne and the
 13 treasurer's office.
 14 Q. Wayne would monitor his own travel?
 15 MR. COLLINS: Objection to the form.
 16 A. Well, of course he would.
 17 Q. Okay.
 18 A. Are you suggesting that he would take a
 19 trip and not know what we were being charged?
 20 Q. By monitor, you mean that he would get a
 21 copy of it?
 22 A. Well, that's the reason I was asking you

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1 about what you meant by monitoring.
 2 Q. All right. So you think the treasurer's
 3 office had responsibility for monitoring, and would
 4 it approve these expenses in advance?
 5 A. In advance?
 6 Q. Yes.
 7 A. No.
 8 Q. Would it approve them retroactively?
 9 A. There's no approval -- individual
 10 approval. Well, that's not true.
 11 There is an approval processes in
 12 that we have to have documentation to support the
 13 invoices coming in.
 14 Q. Okay. Who was involved in that approval
 15 process?
 16 A. The treasurer's office.
 17 Q. Do you know who in the treasurer's
 18 office has that responsibility?
 19 A. I don't know. I'm sorry, I didn't mean
 20 to cut you off. I don't.
 21 Q. To your knowledge, no whistleblower ever
 22 brought to the audit committee's attention that

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1 these kinds of expenses were being incurred for
 2 Mr. LaPierre?
 3 A. I don't recall that, no. And if -- if
 4 they did, would have told him why he's flying
 5 private jets.
 6 Q. Do you know what the budget was for
 7 Mr. Wayne LaPierre's annual private jet travel?
 8 A. I can't -- I know what the budget is for
 9 his office, if you will. All inclusive.
 10 Q. Okay.
 11 A. But I mean, let me restate that. That's
 12 part of the annual, quote, unquote, budget, every
 13 year. So I would have seen that, but I can't tell
 14 you what it is for any given year as I sit here.
 15 Q. What's the amount approved for his
 16 office's budget for 2019?
 17 MR. COLLINS: Objection to the form.
 18 A. I just told you, I -- I can't tell you
 19 the individual years.
 20 Q. Okay. Can you tell me for any year,
 21 approximately?
 22 A. No.

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1 Q. What about for this year?
2 A. I don't know.
3 Q. Do you know in general, is it --
4 A. No.
5 Q. -- in the millions of dollars?
6 A. No.
7 Q. It's below a million?
8 A. I don't know. That's what I'm saying.
9 You asked me if I know.
10 Q. Did you -- you looked at them, though,
11 at some point?
12 A. I looked at it in the budget committee
13 meeting, yeah.
14 Q. Okay. And who in the budget committee
15 would make a determination of how much would be
16 allocated to Mr. LaPierre's office?
17 A. The budget is put together by the entire
18 organization. It's -- as I understand it, and I
19 believe them, it's a zero budget. And they all put
20 it together, and then it goes to whom in the
21 treasurer's office, I don't know. Then it comes to
22 the finance committee, and we look at it, we discuss

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1 it, get explanations for various line items, and
2 then either approve it or require amendments to it.
3 Q. And --
4 A. Let me -- I'm sorry. I -- I misspoke.
5 Then we either recommend it to the
6 full board for approval, or require amendments to
7 it.
8 Q. And would the members of the board
9 actually see the line items that, for example, are
10 attributed to Mr. LaPierre's office?
11 A. Yeah.
12 Q. Do you know if there was a line item
13 devoted to clothing for Mr. LaPierre?
14 A. I don't think so.
15 Q. Was there a line item devoted to
16 Ackerman McQueen expenses that were passed through
17 the NRA related to Wayne LaPierre?
18 A. I'm trying to remember how we -- well,
19 how the treasurer's office aggregates all of that
20 and presents it. I don't recall a separate line
21 item like that.
22 Q. Would the audit committee be involved if

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1 Gayle Stanford was deriving additional compensation
2 from this relationship that was not being disclosed
3 in her contract?
4 A. I'm trying to think of a way that we
5 would have jurisdiction over that. I'm sorry.
6 Lawyer-speak. How we would have -- that would come
7 under the scope for our operations.
8 Q. For example, if she is getting a 10
9 percent commission on this jet travel, that would --
10 that would add quite a bit of money to what she's
11 earning off Wayne LaPierre's travel; is that
12 correct?
13 A. That would be 10 percent.
14 Q. If one trip costs \$121,000, that could
15 add up to quite a bit over the course of a year; is
16 that right?
17 A. Well, one trip is \$121,000, what's the
18 others, 50? I don't know. I mean, all I can say is
19 if what you're saying is correct, then she got an
20 additional 10 percent.
21 Q. Okay. And that's okay with the audit
22 committee, that she's deriving additional

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1 undisclosed compensation from Wayne LaPierre's
2 travel?
3 MR. COLLINS: Objection to the form.
4 A. It doesn't come within the scope of the
5 audit committee.
6 Q. Whose -- whose scope would that come
7 within?
8 A. What?
9 Q. That she's potentially deriving
10 outside -- additional funds from Wayne LaPierre's
11 travel that's not being disclosed to the NRA?
12 A. There's no way that could happen without
13 the treasurer's office getting backup for that
14 additional amount, whatever that may be.
15 Q. You mean without them becoming aware
16 that that's a possibility?
17 A. The treasurer's office has to cut the
18 check. If he has an invoice for \$100,000, he's not
19 going to cut a check for \$110,000 without backup for
20 it.
21 Q. You work with travel agents. You know
22 they take a commission on the travel they arrange;

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1 is that correct?

2 MR. COLLINS: Objection to the form.

3 A. I have not worked with travel agents.

4 People do it for me. I --

5 Q. Okay.

6 A. They obviously have to make a living

7 somehow. So they're going to get a piece of the

8 action somewhere.

9 Q. All right. In the contract, Exhibit 9,

10 it provides what the agreement is, and she's getting

11 \$26,500 a month, that doesn't include any

12 commissions that she may receive from travel

13 arrangements; is that right?

14 A. I don't know.

15 Q. Can you see anywhere in there where her

16 commissions are supposed to be turned over to the

17 NRA or anything like that?

18 A. I don't see anything one way or the

19 other.

20 Q. And as an independent contractor, she's

21 under no duty to voluntarily turn over her

22 commission; is that right?

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1 MR. COLLINS: Objection to the form.

2 A. That's too global a statement. I don't

3 know.

4 Q. Okay.

5 (Cotton Exhibit 11, web page, Corporate America

6 Aviation, was marked for identification.)

7 Q. So let's have marked as Exhibit 11 a

8 screenshot from Corporate America Aviation's web

9 page.

10 Do you see how the -- this web page

11 is from Corporate America Aviation and that's the

12 same company that's issuing the invoices in Exhibit

13 10?

14 MR. COLLINS: Objection to the form.

15 A. If you say so.

16 Q. Okay. And in the second paragraph of

17 this e-mail, it says, "Corporate America is the

18 smart travel agent's secret weapon and new best

19 friend. We love travel agents and we still pay

20 commissions with no caps. And we don't sell fares,

21 all our pricing is custom. And you may request a

22 net or gross pricing option."

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1 Do you see that?

2 A. I do.

3 Q. So your testimony is that no entity

4 within the NRA would be looking at her commission

5 schedule or what commission she is deriving from the

6 private jet travel that she's arranged for Wayne

7 LaPierre; is that your testimony?

8 MR. COLLINS: Objection to the form.

9 A. That's not my testimony.

10 Q. Well, who is looking at that issue for

11 the NRA?

12 A. As I told you, the treasurer's office.

13 Q. Okay. And who in the treasurer's office

14 is keeping track of this?

15 A. As I told you, I don't know which

16 individual within the office.

17 Q. Okay. And do you understand the

18 difference between a net or gross pricing option?

19 A. I don't know what she means by that.

20 Q. Let's look at the first page of Exhibit

21 10. This is a trip for Wayne and Susan LaPierre

22 from Nassau, Bahamas to Washington, DC for \$21,850.

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1 Is it your understanding that the NRA would pay for

2 personal vacations for Wayne LaPierre, private jet

3 travel?

4 MR. COLLINS: Objection to the form.

5 A. It's my understanding that we -- because

6 of extreme security issues, we require him to travel

7 by private jet. He cannot get on a commercial

8 aircraft. He can't walk through an airport.

9 Q. Because?

10 A. Because of death threats. Because of

11 assaults on the man. Because he has been spit on.

12 Had drinks thrown in his face. And we have security

13 personnel, our security personnel have to get

14 involved in that, and it's just too much risk to the

15 association in case they have to take somebody down.

16 Q. Does he reimburse the NRA for that

17 portion of the private jet travel that his wife

18 flies?

19 MR. COLLINS: Objection to the form.

20 A. I don't know that there is a -- any kind

21 of per-passenger allocation.

22 Q. So to your knowledge, he does not

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1 reimburse the NRA for that -- for his wife's use of
2 that travel service?
3 MR. COLLINS: Objection to the form.
4 A. First of all, I don't know what he does.
5 Secondly, I don't know that there is a per-passenger
6 allocation of the expense. And if there's not,
7 there's nothing to reimburse.
8 Q. So this is an issue you don't think is
9 of any interest to the NRA audit committee; is that
10 correct?
11 A. It doesn't come within the scope of our
12 operation. Whether we're interested or not is not
13 an issue, it's do we have jurisdiction over the
14 matter.
15 Q. Okay. If a whistleblower brought this
16 to your attention, would the audit committee take a
17 look at it?
18 A. Yeah.
19 Q. To your knowledge, no whistleblower has
20 brought this to your attention?
21 A. I don't recall it, but since I know why
22 we do this, if a whistleblower had said anything, I

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1 could have told them, here's why.
2 Q. I want to hand out what's now going to
3 be marked as Exhibit 12.
4 (Cotton Exhibit 12, Plaintiff's Responses and
5 Objections to Defendant Ackerman McQueen, Inc.'s
6 First Set of Interrogatories, was marked for
7 identification.)
8 Q. The NRA's Responses and Objections to
9 Defendant Ackerman McQueen's First Set of
10 Interrogatories.
11 Did you ever make a request to see
12 the records of Ackerman McQueen?
13 A. Me personally?
14 Q. Yes.
15 A. No.
16 Q. Did the audit committee ever make a
17 request to see the records of Ackerman McQueen?
18 A. No.
19 Q. To your knowledge, did Ackerman McQueen
20 ever refuse anyone access to see their records from
21 the NRA?
22 A. To my personal knowledge?

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1 Q. Yes.
2 A. No.
3 Q. Were you aware -- were you aware in any
4 of your roles of the effort to purchase a home for
5 Wayne LaPierre outside of Dallas?
6 A. I'm aware of an allegation. I'm aware
7 of the facts surrounding it, yes.
8 Q. Was the audit committee involved in
9 looking into that issue?
10 A. I personally did so, as the audit chair,
11 and told my committee that I would report back what
12 I learned.
13 Q. What did you learn?
14 A. That everything's reported to the media
15 is false.
16 Q. What was reported to the media that was
17 false?
18 A. Everything, including it was not --
19 Wayne wasn't trying to get AcMc to buy a house for
20 him.
21 AcMc was going to buy a house. At
22 the -- after Parkland is when the death threats to

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1 Wayne got worse. He was SWATted in his home at 1:00
2 in the morning or whatever it was. Everything got
3 worse. So whenever our security personnel would get
4 information and say, you got to get out --
5 literally, you got to get out of town. I know that
6 sounds like an old western movie. You got to get
7 out of you town. He would then go to various hotels
8 and literally spend one, maybe two nights, and go
9 someplace else until he got the okay to come back.
10 Angus McQueen, this obviously was
11 related to me, do you want me to continue that way?
12 Q. Yes.
13 A. Angus McQueen contacted Wayne and said,
14 look, we're going to buy a house in Dallas. Nobody
15 loses money on real estate in Texas, which is funny.
16 But we're going to buy a house in
17 Dallas. It would be better for to you use it as a
18 safe house when we're not using it, and you don't
19 have to go to various hotels. He said, that would
20 be great. Very generous. Appreciate it.
21 At some point, he would say, why
22 don't you come down here and look at something. I

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1 don't know if it was a house or a location or
 2 whatever. And he was -- his response was, it's your
 3 house. You know, it's the safe house for me on an
 4 occasional basis.
 5 Later, he found out, when he was
 6 traveling, apparently, somebody from AcMc contacted
 7 Woody Phillips and said -- I don't remember what
 8 Woody said -- we need some help with the down
 9 payment or something. That may be far off what the
 10 actual conversation was.
 11 But for some reason, they got Woody
 12 to cut a check for \$77,000. Wayne gets back in
 13 town, finds out about it, and says, heck, no, we're
 14 not going to -- NRA's not buying a house, and he put
 15 the stop to the deal.
 16 Now, whether or not you guys went
 17 ahead and -- I'm sorry, your clients went ahead and
 18 bought the house, I don't know.
 19 Q. Did you know if Wayne LaPierre and his
 20 wife made an application to belong to the country
 21 club that the community that the house belonged to?
 22 A. I don't know.

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1 Q. Okay. You learned your facts from
 2 Mr. LaPierre or from what other source?
 3 A. From Wayne.
 4 Q. Okay. Do you know whether or not an
 5 entity was set up that the NRA owned 99 percent of
 6 for the purpose of buying this house?
 7 A. The only information -- I'm not sure
 8 what you're talking about, but the only additional
 9 information I had came through discussions with Bill
 10 Brewer.
 11 Q. Okay. Did you ever discuss this with
 12 Woody Phillips?
 13 A. I haven't talked to Woody since -- since
 14 he left.
 15 Q. Well, I -- when did you investigate this
 16 issue?
 17 MR. COLLINS: Objection to the form.
 18 A. Again, I can't tell you the date, but I
 19 can tell you it was after that information hit the
 20 media.
 21 Q. Okay. So this was after Woody Phillips
 22 was gone, then?

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1 A. I think so.
 2 Q. Did you ever try to reach out to Woody
 3 Phillips to find out what his story was?
 4 A. No, he doesn't work for us anymore.
 5 Q. Does that mean there would be no
 6 interest in checking his version of the facts?
 7 A. Interest or not, I don't think it would
 8 be prudent for me to do so.
 9 Q. Why is that?
 10 A. I'm not going to -- I'm not going to do
 11 something outside of the -- ongoing investigation by
 12 our lawyers.
 13 Q. So your lawyers are investigating that
 14 issue?
 15 A. You will have to ask them.
 16 Q. Well, I'm asking you. You're saying
 17 you're not going to do anything outside of their
 18 investigation. If they're not investigating it,
 19 there's -- you don't have to worry about that.
 20 So is it your understanding that
 21 you're limited because they're investigating; is
 22 that your testimony?

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1 A. I'm telling you, I'm not going to give
 2 you any information that I got from the Brewer firm.
 3 Q. Okay. Did you limit your investigation
 4 because the Brewer firm was looking at this?
 5 A. I didn't limit my investigation because
 6 of anything.
 7 Q. So you didn't think it was necessary to
 8 talk to Woody Phillips about the potential purchase
 9 of the house in Dallas?
 10 MR. COLLINS: Objection to the form.
 11 A. I've already answered that question.
 12 Q. Do you think that you got every -- all
 13 of the facts you needed about this potential
 14 purchase?
 15 A. Yeah.
 16 Q. Okay. Did you know that the entity that
 17 was set up to purchase the house was listed on the
 18 NRA's Form 990 that it has to file with the IRS?
 19 MR. COLLINS: Objection to the form.
 20 A. I don't recall what all was listed on
 21 the 990.
 22 Q. Did you review the IRS 990 Form that the

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1 NRA submits to the IRS?
 2 A. We, "we" being the audit committee, we
 3 review the 990, yes.
 4 Q. In that review, did you notice that
 5 there was an entity set up to purchase the house for
 6 Wayne LaPierre?
 7 A. No.
 8 MR. DICKIESON: Let me go off the
 9 record while I find this.
 10 MR. COLLINS: Sure.
 11 (RECESS, 3:01 p.m. - 3:04 p.m.)
 12 MR. DICKIESON: Let's go back on the
 13 record.
 14 BY MR. DICKIESON:
 15 Q. Let me show you the 990 Form, the most
 16 recent one filed by the NRA. You see the reference
 17 there to WBB?
 18 A. I do.
 19 Q. It shows that it's 99 percent owned by
 20 the NRA. Do you know what WBB was for?
 21 A. I do not.
 22 Q. When you reviewed the Form 990, did you

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1 ask anyone any questions about what WBB might be?
 2 A. I don't recall that.
 3 Q. Is it your understanding that someone,
 4 maybe Woody Phillips or someone else, set up an
 5 entity that the NRA owned 99 percent of without
 6 Wayne LaPierre's knowledge?
 7 MR. COLLINS: Objection to the form.
 8 A. The only -- I can't give you any
 9 specifics. What I am aware of is that Woody cut a
 10 check for \$77,000, may have done something else
 11 after having been prompted by Angus himself, and
 12 that when Wayne found out about it, he quashed the
 13 deal. But that's all I know. I can't give you any
 14 specifics.
 15 Q. Do you know what budget that \$77,000
 16 check would have come out of?
 17 A. Well, it was refunded, so it may have
 18 been -- well, it would have been a wash. Would it
 19 have hit any budget item, I don't know.
 20 Q. Well, you mean, you can write a check
 21 and allocate it to a budget item after it's written
 22 and paid?

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1 MR. COLLINS: Objection to the form.
 2 A. You mean, are you talking about coding
 3 the check itself?
 4 Q. I assume that there's specific pockets
 5 of money that you can use to buy things at the NRA;
 6 is that right?
 7 A. No. I mean, there's one big pocket.
 8 Q. Okay.
 9 A. And whether you're authorized to do it.
 10 Q. All right.
 11 A. If you are talking about coding the
 12 check, which I think is what you're saying --
 13 Q. Okay. When it comes back?
 14 A. I'm sorry?
 15 Q. After the payment comes back, you get a
 16 receipt for the payment, and it gets coded; is that
 17 what you're talking about?
 18 A. No, no, no. Okay. Like, my personal
 19 account. When I write a check for something, I use
 20 QuickBooks for my personal stuff as well as my law
 21 firm, it's going to go into one account. One
 22 expense account, okay. If that's what you mean, no,

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1 I don't know where that would have been coded. But
 2 when the money came back, it would have been a
 3 reverse entry because it's a wash.
 4 Q. Do you know who authorized Woody
 5 Phillips to create -- to pay that check that you
 6 know of?
 7 A. I do not.
 8 Do you want this back?
 9 Q. These interrogatories that were in front
 10 of you, these were signed by Josh Powell. Who is
 11 Josh Powell?
 12 A. He's a former employee of the NRA.
 13 Q. Now, when you say "former," when he did
 14 leave the NRA?
 15 A. Very recently. I'm not sure of the
 16 exact date.
 17 Q. And do you know why he left the NRA?
 18 A. He was terminated.
 19 Q. Who made the decision to terminate him?
 20 A. I speculate, but Wayne's our CEO.
 21 Q. Do you know why he was terminated?
 22 A. The only thing I know is based on

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1 discussions with Wayne LaPierre. I'm sorry, not
 2 Wayne LaPierre, with Bill Brewer.
 3 Q. Did you have a separate discussion with
 4 Wayne LaPierre about it?
 5 A. No.
 6 Q. And so what was the reason?
 7 A. I -- it was based on discussions with
 8 Bill.
 9 MR. COLLINS: Okay.
 10 Q. Was he giving you legal advice when he
 11 was telling you this?
 12 A. Every -- I -- I know the game we're
 13 playing. Okay. Everything I find out from Bill is
 14 for a legal purpose.
 15 Q. You believe that everything he tells you
 16 was privileged?
 17 A. I do.
 18 Q. So if he tells you what the weather is
 19 outside, is that privileged?
 20 A. Come on, Bob. Why do that, man, come
 21 on. You know what I'm talking about.
 22 Q. I'm asking questions.

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1 A. This conversation I consider privileged
 2 because I was seeking legal advice, yes.
 3 MR. COLLINS: Instruct you not to
 4 answer, but you can -- I'm sorry. I apologize. I
 5 didn't mean to cut you off.
 6 Q. What was the subject area that you were
 7 seeking legal advice from Mr. Brewer -- was it
 8 Mr. Brewer you were talking to?
 9 A. Yes.
 10 Q. And what was going on that you needed
 11 legal advice from Mr. Brewer?
 12 A. The New York AG.
 13 Q. Okay. So did Josh Powell's termination
 14 have something to do with the New York Attorney
 15 General's investigation?
 16 A. No.
 17 Q. So then this doesn't have anything to do
 18 with the legal advice; is that correct?
 19 A. Yes, it does.
 20 Q. Okay. Do you want to explain that?
 21 A. No. I will.
 22 Q. Okay.

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1 A. Did it have -- did the New York AG stay
 2 fire Josh Powell, no.
 3 Did the reason for doing so have the
 4 impact or potential impact with the AG's
 5 investigation, yes.
 6 Q. In what way?
 7 A. I'm not going to answer that question.
 8 Q. Is the NRA involved in any ongoing
 9 arbitration, dispute or litigation with Josh Powell
 10 now?
 11 A. Not to my knowledge.
 12 Q. Was Josh Powell on some sort of leave
 13 before he was terminated from the NRA?
 14 A. I believe that's correct. I believe so.
 15 Q. Do you know if that leave was paid?
 16 A. Let me -- let me answer that again.
 17 I think he was taken accrued
 18 vacation time, and if so, he would -- he would be
 19 paid. And there may have been a leave by whatever
 20 terminology you want to give it, where he would have
 21 been paid during that period of time.
 22 Q. Was -- were you aware of the harassment

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1 claims directed against Josh Powell?
 2 A. By whom?
 3 Q. By anyone at the NRA or anyone, for
 4 example, at Ackerman McQueen?
 5 A. Yes.
 6 Q. Are you aware that the NRA paid a
 7 settlement of a harassment claim for Josh Powell?
 8 A. That is not my understanding.
 9 Q. What is your understanding?
 10 A. There may have been a settlement based
 11 on an employment claim, but not harassment.
 12 Q. Okay. What was the employment claim?
 13 A. I don't know if it was an alleged
 14 discrimination on a termination or promotion or
 15 something like that, but it was not harassment in
 16 the sense that we all think of harassment.
 17 Q. Was it like a race discrimination claim?
 18 A. No.
 19 Q. When you say a discrimination claim,
 20 what was the nature of the discrimination?
 21 A. I don't remember. I mean, I just -- I
 22 got the information almost casually. And as I

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1 recall -- God, I'm hesitant to say this because I
 2 don't know if I'm right or not.
 3 Q. Just give us your best understanding.
 4 A. Oh, I know what it is. Yes. I'm sorry.
 5 I do remember.
 6 Yeah. We had hired a lady who was
 7 an expert on -- I'll use the wrong terminology, but
 8 basically website metrics and all of that kind of
 9 stuff. I think if I remember correctly she worked
 10 for Google, and then we were using her -- "we" being
 11 the NRA, not the audit committee, was using her to
 12 try to get some information about the numbers that
 13 we were being given about views and engagements and
 14 all of that stuff for NRATV, and there was a meeting
 15 when Revan blew up and told him to get -- I'm not
 16 going to repeat him. Get this woman out of the
 17 office. She left. Then sometime later, I think she
 18 was terminated. I don't know -- I don't know if she
 19 did anything wrong. It may have been, okay, we
 20 can't use her for what we need, and then she filed
 21 a -- something -- a claim based on her termination.
 22 I don't know if it was wrongful termination or what.

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1 If I'm thinking of the one you're
 2 talking about.
 3 Q. And how was Josh Powell involved in
 4 that?
 5 A. Josh had hired her to do that, as I
 6 understand it.
 7 Q. So was the claim against him, that he
 8 was the one involved in the wrongful termination?
 9 A. That, I don't know. I don't know -- I
 10 don't know if she -- I don't know. Obviously, it's
 11 against the NRA saying she was wrongfully
 12 terminated. Did she say, Josh was the guy who, you
 13 know, gave me my pink slip, I don't know.
 14 Q. Okay. How long did she work at the NRA?
 15 A. I don't know.
 16 Q. When was she terminated?
 17 A. I don't know that.
 18 Q. Was it 2019, 2018?
 19 A. I have no idea.
 20 Q. You don't know if it was ten years ago
 21 or five years ago or four years ago?
 22 A. It wouldn't have been ten years ago

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1 because Josh wasn't there ten years ago, but, no, I
 2 don't know.
 3 Q. Do you know how many months she worked
 4 on that project?
 5 A. The only thing I know about, Bob, is
 6 that.
 7 Q. Did you say "Bob"?
 8 A. I'm sorry. Is that your name?
 9 Q. No.
 10 MR. COLLINS: He's Bob.
 11 MR. COX: He's Dave.
 12 A. Okay. Get some cards out here, guy.
 13 What's your name?
 14 Q. Dave.
 15 A. I'm sorry, Dave. I'm really not doing
 16 that intentionally.
 17 The only thing I know is that she
 18 was hired to work on the metrics to find out if the
 19 numbers we were being given are accurate. They went
 20 to a meeting, that was discussed, Revan got mad
 21 because she was asking for it, and they left. And
 22 that's the sum total of what I know about it.

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1 Q. When you say "she was asking for it,"
 2 what do you mean by that?
 3 A. She was asking for whatever data would
 4 be necessary to measure the metrics.
 5 Q. So she wasn't asking for Revan to get
 6 mad at her?
 7 A. Oh, no, no, no. No. No. She wasn't --
 8 she wasn't -- she wasn't picking on him.
 9 Q. All right. Were you at that meeting?
 10 A. No.
 11 Q. Did you ever see the -- her analysis,
 12 the metrics analysis you talked about?
 13 A. No. As I recall, she was never able to
 14 do it, because she couldn't get the information she
 15 needed.
 16 Q. Okay. How did you learn that?
 17 A. I talked to -- who did I talk to?
 18 Wasn't Josh. I don't remember who I
 19 talked to.
 20 Q. Okay. What was her name?
 21 A. I don't know that.
 22 Q. First name, anything?

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1 A. (The witness shrugs.)
2 No.
3 Q. Were you aware of any harassment
4 complaint made by anyone at Ackerman McQueen?
5 A. Against Josh?
6 Q. Against Josh Powell.
7 A. Josh told me, and it was not in any kind
8 of formal capacity, if I remember, we were at lunch
9 or something, and he said, well, I won't be going
10 back to AcMc. I said, what's that about? And he
11 said, some lady over there is making an allegation
12 against me. I said, what are you talking about? He
13 said, I didn't do anything, but you know, I think
14 they got mad at me because I was demanding certain
15 information. But that's the sum total of what I was
16 told about it.
17 Q. Did he tell you what information he had
18 been demanding?
19 A. I'm sorry?
20 Q. Did he tell you what information he had
21 been demanding?
22 A. No, he didn't.

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1 Q. Did you learn anything more about
2 that --
3 A. About?
4 Q. -- complaint by someone at AcMc?
5 A. No.
6 Q. Did the audit committee ever have any
7 responsibility for reviewing the payment for the
8 wrongful termination charge that you discussed?
9 A. No.
10 Q. Do you know if there were any other
11 claims against Josh Powell that the NRA had to make
12 a payment for?
13 A. Not that I know of.
14 Q. Do you know how Josh Powell may have
15 created a problem with the New York Attorney
16 General's office?
17 MR. COLLINS: Objection to the form.
18 A. I don't know that that's the case.
19 Q. Well, I think you testified that he was
20 terminated as a result of something in the New York
21 Attorney General's office.
22 MR. COLLINS: Objection to the form.

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1 A. No. Not as a result of anything in the
2 AG's office.
3 Q. Then what -- what's your explanation for
4 why he was terminated?
5 A. I can't tell you that, because I got
6 that information from Bill.
7 Q. Okay. What is the current status of the
8 investigation of the New York Attorney General's
9 office?
10 A. Their investigation?
11 Q. Yes.
12 A. As far as I know, document production
13 stage.
14 Q. Has the NRA produced all of the
15 requested documents to the New York Attorney
16 General's office?
17 A. I wouldn't be in a position to know
18 that.
19 Q. Are you familiar with the NRA program
20 Lexington and Concord?
21 A. Program, no.
22 Q. Are you aware of a plan to have the NRA

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1 move its headquarters out of New York?
2 A. No.
3 Q. And that --
4 A. Okay. I'm sorry. Back up. We don't
5 have a headquarters in New York. I think you mean
6 the charter.
7 Q. The charter, yes.
8 A. Yeah. I don't know.
9 Q. And that term, "Lexington and Concord,"
10 you've not heard that around the NRA?
11 A. I have, but not as a plan.
12 Q. Well, what is your understanding of what
13 that term is?
14 A. Unless I'm mistaken. I wasn't involved
15 in it, but unless I'm mistaken, Lexington and
16 Concord was an option that we were investigating to
17 start a for-profit captive to handle the insurance
18 side of the amenity programs.
19 THE WITNESS: Somebody else call for
20 a restroom break so I don't have to do it next.
21 MR. DICKIESON: We can take a
22 five-minute break anytime.

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1 (RECESS, 3:20 p.m. - 3:30 p.m.)
 2 BY MR. DICKIESON:
 3 Q. All right. Earlier today, we talked
 4 about the New York Attorney General's investigation,
 5 and whether you were aware of any other government
 6 investigation. We talked about the Senate letter.
 7 Are you aware of any other
 8 government investigation of the NRA?
 9 A. I'm not aware of any other
 10 investigations. If I remember correctly, I think
 11 the DC Attorney General sent a document, a retention
 12 notice or something like that, but if it's more than
 13 that, I don't know.
 14 Q. And what's the DC Attorney General's
 15 office investigation related to?
 16 A. I don't know if there is one. They just
 17 sent a document retention notice out.
 18 Q. Was the FEC, the Federal Election
 19 Commission, also looking at the NRA?
 20 A. Not to my knowledge. You mean
 21 currently? Not to my knowledge.
 22 Q. How about in the last couple of years?

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1 A. No. Again, not to my knowledge.
 2 Q. How about anything relating to the 2016
 3 presidential election?
 4 A. Not to my knowledge.
 5 Q. Do you know if there was any
 6 investigation as to whether or not the NRA was
 7 coordinating its media buys with the Republican
 8 Party, that the FEC was looking into?
 9 A. Not that I know of.
 10 Q. Do you know of any investigation by the
 11 New York Department of Financial Services?
 12 A. Yeah. The DFS?
 13 Q. Yeah.
 14 A. Yes.
 15 Q. What do you know about that
 16 investigation?
 17 A. That started with the Carry Guard deal.
 18 Now, they're -- the investigation deals with whether
 19 or not the NRA was selling insurance, I'll use the
 20 vernacular, without a license.
 21 I'm sorry. Selling insurance in New
 22 York without a license.

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1 Q. Okay. Was the -- the NRA was selling
 2 the Carry Guard insurance nationwide; is that right?
 3 MR. COLLINS: Objection to the form.
 4 Q. The NRA was selling or promoting Carry
 5 Guard insurance nationwide; is that right?
 6 MR. COLLINS: Objection to the form.
 7 A. I don't know if it was us or Lockton.
 8 Q. Okay. What was the NRA's connection to
 9 Carry Guard?
 10 A. The details of it, you'd have to ask
 11 someone else. I don't know.
 12 Q. Why is the DFS looking at NRA with
 13 respect to Carry Guard?
 14 A. Purely political reasons.
 15 Q. What do you mean by that?
 16 A. I mean, we're the only not-for-profit
 17 that has ever been examined like this, and proposing
 18 sanctions in the entire history of the DFS.
 19 Q. Have you studied the entire history of
 20 the DFS?
 21 A. No.
 22 Q. So how do you make that statement?

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1 MR. COLLINS: From counsel?
 2 MR. DICKIESON: No prompting,
 3 please.
 4 MR. COLLINS: No, he's looking at
 5 me. I don't know if he's looking for privilege
 6 issues.
 7 A. I've been told that.
 8 Q. Okay. Who told you that?
 9 A. I don't know the name of the person.
 10 Q. Was it a person within the NRA?
 11 A. I don't know.
 12 Q. Did you believe it?
 13 A. Yeah, I believe it.
 14 Q. Why do you believe it?
 15 A. Because there is not another single
 16 entity that has, at least publicly, ever been sought
 17 after for sanctions when another entity, another
 18 insurance company or a broker has already accepted
 19 responsibility and paid a fine.
 20 Q. How do you know that?
 21 A. When I heard that statement, I started
 22 getting on the internet and doing some Google

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1 searches trying to find something.
 2 Q. Okay.
 3 (Cotton Exhibit 13, WTVB article, "New York charges
 4 NRA...", was marked for identification.)
 5 Q. Let's have marked as Exhibit 13 an
 6 article about the Department of Financial Services
 7 charges against the NRA.
 8 Have you seen this article before?
 9 A. I have not.
 10 Q. Let me direct your attention to the
 11 second page, the paragraph that states, towards the
 12 top of the page, "The NRA was also accused of
 13 misleadingly promising coverage for gun collectors,
 14 dealers, instructors, clubs and shows at the 'lowest
 15 possible cost' when, in fact, the group typically
 16 kept between 13.7 percent and 21.9 percent of the
 17 premiums paid."
 18 Do you see that?
 19 A. I see it.
 20 Q. Is it true that the NRA would keep a
 21 portion of the premiums that Lockton would sell
 22 these policies for?

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1 A. I can't answer that. I don't know.
 2 Q. Didn't you testify earlier that one of
 3 the financial problems facing the NRA was the loss
 4 of commissions from the Carry Guard program?
 5 MR. COLLINS: Objection to the form.
 6 A. Yes.
 7 Q. So you were aware that they were
 8 deriving some finances from Carry Guard; is that
 9 right?
 10 A. Correct.
 11 Q. And is this how they got it, by taking a
 12 commission from the people who purchased it?
 13 A. Well, when you say "this," are you
 14 referring to this paragraph in this --
 15 Q. Yes.
 16 A. -- politically motivated article?
 17 This article, the reason I can't
 18 answer that one, because it says, "The NRA was also
 19 accused of misleadingly promising coverage for gun
 20 collectors, dealers, instructors, clubs and shows at
 21 the lowest possible cost, when, in fact, the group
 22 typically kept between 13.7 and 21.9 percent of the

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1 premiums."
 2 We didn't collect premiums. So we
 3 couldn't keep any portion of something we didn't
 4 collect.
 5 Q. So is it your understanding that Lockton
 6 paid a commission to the NRA for its sales?
 7 MR. COLLINS: Objection to the form.
 8 A. I can't answer with personal knowledge
 9 what they did, but the way our affinity programs
 10 work is we get some kind of -- you can call it
 11 royalty, commission, whatever. So, yes, we derive
 12 some revenue from any of those, but certainly not in
 13 the way this one-sided article is written.
 14 Q. Okay. The first page states on the
 15 second paragraph, "The state Department of Financial
 16 Services plans to seek civil fines and other
 17 remedies from the gun rights group at an April 6th
 18 hearing."
 19 Do you know what fines and remedies
 20 the Department of Financial Services is seeking from
 21 the NRA?
 22 A. I do not.

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1 Q. The first page also has a paragraph that
 2 says -- has a quote from William Brewer. It says,
 3 "'Today's announcement is about politics, not
 4 protecting consumers,' William Brewer, a lawyer for
 5 the NRA said in a statement. 'The NRA acted
 6 appropriately at all times.'"
 7 Do you see that?
 8 A. I see it.
 9 Q. Is the Brewer law firm handling public
 10 relations and messaging for the NRA now?
 11 MR. COLLINS: Objection to the form.
 12 A. We have our own in-house people that do
 13 that.
 14 Q. Did the Ackerman McQueen group handle
 15 messaging for the NRA when it was under the
 16 contract, the services agreement?
 17 A. They certainly handle some messaging,
 18 probably a lot of messaging for, God, what, 40
 19 years.
 20 Q. And who has taken over that messaging
 21 responsibility now that they're no longer working
 22 for NRA?

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1 A. We brought it in-house.
 2 Q. Did you hire more people in-house to
 3 do -- in the public relations area?
 4 A. I don't know. I have nothing to do with
 5 PR guys.
 6 Q. Okay. Does Bill Brewer handle some of
 7 the messaging for the NRA now?
 8 A. I have seen Bill quoted like this in
 9 various news releases, but that's all I know.
 10 Q. Does the Brewer law firm prepare
 11 statements for you to release to the press?
 12 A. I don't recall -- no. No one from the
 13 Brewer firm has ever called me and said, this is a
 14 statement to release, or will you -- no. One of the
 15 guys, one of our in-house PR guys, Andrew
 16 Arulanandam, he's done that.
 17 Q. Let's take a look at 5-14.
 18 (Cotton Exhibit 14, e-mail, 5.14.2019, Joint
 19 Statement, NRA-AMc_00069530-531, was marked for
 20 identification.)
 21 Q. Are you familiar with this joint
 22 statement from the National Rifle Association of

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1 America's president Carolyn D. Meadows, first vice
 2 president Charles L. Cotton, and second vice
 3 president -- LTC, is that Lieutenant Colonel?
 4 A. Yeah.
 5 Q. Willes K. Lee, USA, retired?
 6 A. Excuse me. I am.
 7 Q. Did you prepare this statement?
 8 A. I did not.
 9 Q. Do you know who did?
 10 A. No. My gut tells me it is Andrew, but I
 11 don't know that for a fact.
 12 Q. I also see that Travis Carter is copied
 13 on the e-mail to Mark Maremont. I mean, it's not
 14 even copied. It's sent directly to Travis Carter;
 15 do you see that?
 16 A. Along with Mark, right.
 17 Q. Travis Carter is with the Brewer law
 18 firm, correct?
 19 A. Correct.
 20 Q. Did you work with him and Andrew
 21 Arulanandam to produce this statement?
 22 A. Only Andrew.

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1 Q. And at subject is, Re: Allen West
 2 statement, dash, reaction, question mark.
 3 Who is Mark Maremont?
 4 A. He's a reporter with the Wall Street
 5 Journal.
 6 Q. Was Mark Maremont looking for a reaction
 7 to a statement from Allen West?
 8 A. That, I don't know.
 9 Q. Okay. Do you remember the context of
 10 this joint statement, what caused it to be prepared
 11 in the first place?
 12 A. Don't recall, but according to what it's
 13 saying right here, it was something Allen West said.
 14 Q. Do you remember what that was about?
 15 (Clarification requested by the Court Reporter.)
 16 A. No.
 17 Q. If you look at the second page, there
 18 seems to be a link to something,
 19 "theoldschoolpatriot.com statement regarding NRA."
 20 That's from Mark Maremont to Travis Carter and
 21 Andrew Arulanandam.
 22 Is that your understanding what this

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1 is reacting to?
 2 A. I don't know. This is the first time
 3 that I have seen that, I mean, the second page, but
 4 it could be. I don't know.
 5 Q. Okay. Do you believe -- is it your
 6 understanding that Allen West was involved in the
 7 failed attempt to oust Wayne LaPierre?
 8 A. Yes.
 9 Q. And in what way was he involved?
 10 A. I don't know the full extent of his
 11 role.
 12 Q. Do you know if he was coordinating with
 13 Ackerman McQueen?
 14 A. I don't know.
 15 Q. Do you know if he was coordinating with
 16 Oliver North?
 17 A. I don't know.
 18 Q. Do you know if he was coordinating with
 19 Dan Boren?
 20 A. I don't know.
 21 Q. Do you know if he was coordinating with
 22 anyone?

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1 A. No, I don't.
 2 Q. So on what basis do you say he may have
 3 been part of a failed attempt to oust Wayne
 4 LaPierre; whose attempt was that?
 5 A. Well, the attempt was the men you just
 6 talked about, AcMc, Ollie North, Chris Cox, Dan
 7 Boren and other persons unknown.
 8 Well, that's my answer. I started
 9 to get off on a narrative, and I don't want to make
 10 my lawyer...
 11 Q. In this statement, I'll read that
 12 paragraph that talks about the failed attempt. It
 13 says, "In closing, it occurs to us that board
 14 members voicing concern may have been part of a
 15 failed attempt to oust Wayne LaPierre, CEO and
 16 executive vice president of the NRA, prior to the
 17 board meeting in Indianapolis. In fact, we were all
 18 warned that a scorched-earth campaign would ensue
 19 unless Wayne moved to withdraw the NRA's lawsuit
 20 against Ackerman McQueen and walked away from the
 21 NRA. Wayne chose the principle path and did
 22 neither."

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1 What are you talking about when you
 2 are talking about a scorched-earth campaign?
 3 A. Talking about Ollie -- I'm sorry --
 4 Colonel North's statement that AcMc is going to
 5 release a bunch of -- I don't remember what the
 6 terminology he used -- damaging press releases or
 7 something, that would be damaging to both NRA and to
 8 Wayne personally.
 9 Q. Do you think that Oliver North used the
 10 term "press releases"?
 11 A. No. And that the thing. That's the
 12 message, I can't say that's a quote.
 13 Q. Was there some understanding that
 14 Ackerman McQueen was going to file a suit?
 15 A. No. I mean, nothing that I was ever
 16 informed of a suit. The only thing I was -- the
 17 only thing I got was that, you know, they were going
 18 to start releasing stuff. I mean, your client is a
 19 PR firm and a very good PR firm, and they helped us
 20 a lot over 40 years until this came up, and we knew
 21 they were very good at what they do.
 22 Q. Were you aware that Ackerman McQueen was

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1 under the restrictions of a confidentiality
 2 agreement under their services agreement?
 3 A. If you're asking me at this time, I
 4 don't know. I have subsequently been aware that
 5 there was a confidentiality provision, yes, but I
 6 can't tell you exactly when I became aware of it. I
 7 don't know that I knew it at the time this -- this
 8 press release or whatever it is, went to Mark.
 9 Q. And this is dated May 14, 2019?
 10 A. Yeah. And that's right after the annual
 11 meetings.
 12 Q. Are you aware of a press campaign by
 13 Ackerman McQueen subsequent to the April
 14 Indianapolis annual meeting?
 15 A. Well, nothing that we haven't already
 16 talked about. I mean, I don't -- I can't say,
 17 here's the document that Revan sent to the Wall
 18 Street Journal or to Beth or something like that.
 19 But as I said, information's been
 20 released that only you guys would have had.
 21 Q. What information is that?
 22 A. I can't give you the specifics right

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1 now. I mean, the false claim that NRA leased an
 2 apartment for Wayne's niece. The woman was not
 3 related to Wayne in any way. The stuff about
 4 personal -- personal travel to Italy, and it wasn't
 5 personal, it was NRA business. That kind of stuff.
 6 Q. Do you have any evidence that Ackerman
 7 McQueen actually released that to the press?
 8 A. No. No. It's what -- it's what I told
 9 you, Dave. That's my gut feeling. Okay. It's --
 10 all of that stuff started after Ollie told us AcMc
 11 was going to do this. We have since learned that he
 12 was an employee of AcMc. He wanted us to drop the
 13 lawsuit against AcMc. He wanted to stop the
 14 investigation.
 15 Do I have -- you know, can I show
 16 you this document, no, I can't. But put all of
 17 those facts together and that's what makes me think,
 18 my feeling is that it was AcMc.
 19 Q. Do you believe that Steve Hart was
 20 conspiring with Ackerman McQueen as far back as the
 21 September audit committee meeting to mislead the
 22 audit committee into thinking that Oliver North's

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1 contract was a third party contract?
2 A. I can't say that I believe Steve Hart
3 was conspiring with AcMc, period. I don't know what
4 he was doing. The fact that you tell me he reviewed
5 the contract before that meeting, or after, and
6 didn't tell me, because he knew we were basing
7 our -- our position on the Oliver North contract on
8 the belief that it was a third party contract, if,
9 in fact, he knew it, then, yeah, he was conspiring
10 with somebody, but I'm not -- I didn't know that at
11 the time.
12 Q. And we've already discussed it, but your
13 last answer makes me have to bring this up again.
14 A. Mm-hmm.
15 Q. Is it your testimony that the resolution
16 approving and ratifying the contract refers to the
17 fact that this is an independent contractor
18 contract?
19 A. I'd have to look back at the document,
20 but I think that's included in there. I can't
21 imagine it's not, because that was a piece of the
22 puzzle.

1 Q. But you just don't know when that took
2 place?
3 A. It was during that conversation I was
4 talking about, but, no, I can't tell you when that
5 was.
6 Q. You don't know if it was before the
7 audit committee meeting or after the audit committee
8 meeting or months later; is that right?
9 A. No, I can't.
10 (Cotton Exhibit 15, memo, 6.13.2019, Analysis of the
11 2018 NRA Consolidated Financial Statement,
12 NRA-AMc_00069987-999, was marked for
13 identification.)

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1 Q. Let's go back and take a look at it.
2 A. Do you remember which exhibit it is?
3 Q. Yeah. It's Exhibit 2, I believe.
4 A. Oh, that far back.
5 Q. So do you see in the resolution anywhere
6 that refers to this being an independent contractor
7 status contract?
8 A. Hang on. I'm looking at it.
9 No, it doesn't say that in that
10 resolution.
11 Q. Okay. Is it still your testimony that
12 you think that Steve Hart may have misled the audit
13 committee into believing this was an independent
14 contractor contract?
15 A. I'm not saying that because I don't know
16 if he was aware of the real contract, or if so, when
17 he became aware of it. So I can't say that he was
18 misleading us. I don't know.
19 Q. And is it your testimony that Oliver
20 North at some point misled you into thinking this
21 was an independent contractor contract?
22 A. Yes.

Category	Value (approximate percentage)
1	85
2	10
3	88
4	65
5	35
6	70
7	68
8	95
9	15
10	60
11	92
12	92
13	10
14	80
15	45
16	20
17	75
18	95
19	90
20	98
21	88
22	90

Category	Should Take Action (%)	Should Not Take Action (%)
All respondents	85	15
Age Group		
18-29	88	12
30-49	85	15
50-69	82	18
70+	78	22
Gender		
Male	83	17
Female	87	13
Education Level		
High School or less	80	20
Some college	85	15
Bachelor's degree	88	12
Postgraduate	90	10

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
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]

1 Legislature. It could be about prayer requests for
2 people that have sick family members.
3 Q. Okay. Do you recall posting, "An
4 important message to NRA members," on the
5 TexasCHLforum.com?
6 A. I'd have to see the post.
7 Q. Let me find that important message on
8 the exhibits here, if you give me a second to do
9 that.
10 MR. COLLINS: Off the record one
11 second.
12 (Off the record.)
13 MR. DICKIESON: Let's go back on the
14 record. Back on the record.
15 (Cotton Exhibit 16, letter to NRA Members,
16 5.22.2019, was marked for identification.)
17 BY MR. DICKIESON:
18 Q. We'll have marked as the next exhibit,
19 Exhibit 16, a May 22nd letter on NRA letterhead from
20 a number of officers and past officers of the NRA.
21 Have you seen this May 22nd letter?
22 A. Yes. Excuse me. Yes.

1 [REDACTED].
2 BY MR. DICKIESON:
3 Q. Mr. Cotton, I'm going to change gears
4 for a little bit. Do you put out a podcast?
5 A. I have. I haven't done any recently.
6 I've been too busy.
7 Q. Does your podcast relate to NRA matters?
8 A. I mean, that's -- it's not limited to
9 that, no.
10 Q. But it contains information about the
11 NRA; is that correct?
12 A. I'd have to look back and see some of
13 them. I don't know. I don't think I have done one
14 in two years.
15 Q. Okay. Do you post messages on the
16 texaschlforum.com?
17 A. Yes.
18 Q. What kind of messages do you typically
19 put on there?
20 A. There's no way for me to answer that.
21 It could be discussion about a gun. It could be
22 discussions about legislation pending in the Texas

1 Q. Did you help prepare this letter?
2 A. I didn't help prepare it. I reviewed it
3 before -- no, that's not true. That's not true.
4 No, I did not -- I did not help
5 prepare it. I reviewed it and told them, yes, they
6 could add my name to it.
7 Q. Okay. Do you know who did prepare it?
8 A. I do not.
9 Q. Do you know who asked you to review it?
10 A. Do I remember offhand, no, but it had to
11 be Andrew.
12 Q. Andrew Arulanandam?
13 A. Yes.
14 Q. Why do you think it was Andrew?
15 A. Because he's our PR contact.
16 Q. Was it your understanding this was a PR
17 letter?
18 A. A letter is a letter. You asked me what
19 his function was.
20 Q. At the bottom of the first page, there's
21 a statement in bold letters, "We have full
22 confidence in the NRA's accounting practices and

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1 commitment to good governance."
 2 Do you see that?
 3 A. I see it.
 4 Q. Is that your current opinion about the
 5 NRA?
 6 A. Yes.
 7 Q. And at the time you signed off on this,
 8 was it your -- did you know -- you knew about the
 9 Winkler letters with expenses of NRA persons going
 10 through Ackerman McQueen, then being billed to the
 11 NRA; is that right?
 12 A. I knew that the -- I knew Winkler was
 13 claiming that.
 14 Q. And did you find that that claim was, in
 15 fact, accurate?
 16 A. No.
 17 Q. You found that claim to be false?
 18 A. I can't talk about what I determined
 19 from that because it all came through Bill. Bill
 20 Brewer, I'm sorry.
 21 Q. So you didn't do any independent
 22 investigation, Bill Brewer just told you what --

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1 A. It was being investigated by our
 2 lawyers. There was no point in me duplicating the
 3 effort.
 4 Q. So now you still believe that the
 5 Winkler letters are false?
 6 A. I can't tell you anything about the
 7 Winkler letter because everything I've learned about
 8 the allegations came from Bill.
 9 Q. Okay. Did you learn about something
 10 from Bill Brewer before or after this message went
 11 out, May 22nd?
 12 A. I have no idea.
 13 Q. Okay. So at the time this letter went
 14 out, did you think -- well, let's assume that the
 15 statements are true that -- in the Winkler
 16 letters --
 17 A. I can't -- I'm sorry.
 18 Q. -- that expenses were routed through
 19 Ackerman McQueen to the NRA for things like the
 20 Landini Brothers Restaurant expenses, the Zegna
 21 clothing expenses, the Tyler Schropp use of the
 22 Ackerman McQueen credit card; let's assume that

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1 those are all true.
 2 Would that be an indication of NRA's
 3 sound accounting practices?
 4 A. I can't --
 5 MR. COLLINS: Objection to the form.
 6 A. -- assume that's true.
 7 MR. COLLINS: Go ahead.
 8 A. I can't assume that it's true.
 9 Q. So are you assuming that they're false?
 10 A. I'm sorry?
 11 Q. Are you assuming those statements are
 12 false?
 13 A. I make no assumptions either way.
 14 Q. Did you investigate them on your own?
 15 A. I've already answered that, no.
 16 Q. No.
 17 You relied upon your attorney,
 18 Mr. Brewer and his law firm, to determine whether or
 19 not the Winkler letter statements were true or
 20 false; is that right?
 21 A. Other than the -- what I'm calling the
 22 wardrobe stuff.

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1 Q. You believe that's true?
 2 A. No.
 3 Q. You believe that's false?
 4 A. I don't know.
 5 Q. Is that the same for all four of those
 6 Winkler letters?
 7 A. I don't know what they all -- I don't
 8 know what you mean. I don't know the letters. You
 9 will have to show them to me.
 10 What I mean is I don't know if those
 11 expenditures were made in the amount of \$274,000. I
 12 don't know if we were billed for clothes that other
 13 people wore, other than Wayne. I have no idea,
 14 because we have not been able to get the supporting
 15 documentation.
 16 (Cotton Exhibit 17, letter, 4.22.2019, was marked
 17 for identification.)
 18 Q. Let's have marked as the next exhibit,
 19 17, an April 22nd letter from Bill Winkler to
 20 Mr. LaPierre.
 21 Is this one of the Winkler letters
 22 you received an April 22nd from Steve Hart?

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1 A. I don't recall. I'm not -- as I sit
 2 here, I'm not sure that I even read all of the
 3 attachment, if it be a single letter or multiple. I
 4 don't know.
 5 Q. Okay. Earlier, you testified you
 6 thought that Ackerman McQueen had listed the
 7 apartment rented for someone who was Wayne
 8 LaPierre's niece; is that right?
 9 MR. COLLINS: Objection to the form.
 10 A. I'm sorry. Could you restate that.
 11 Q. I believe you said that one of the false
 12 things was that someone had rented -- that there was
 13 a report that the NRA had paid for an apartment for
 14 Wayne LaPierre's niece for a summer; is that right?
 15 A. Yes. I testified that that allegation
 16 was made, and it's false.
 17 Q. Okay. And in this letter, if you look
 18 down at the fourth to the last line, or even look at
 19 the fifth. You said, "Section C, total \$13,804.84
 20 is for the apartment you require re-rent for the
 21 period May 27th to August 30, 2016 in Fairfax,
 22 Virginia for Megan Allen and billed to the NRA."

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1 That's what you were referring to;
 2 is that right?
 3 A. I believe that's it.
 4 Q. Is there any reference there that Megan
 5 Allen is Wayne LaPierre's niece?
 6 A. No, not in this letter.
 7 Q. Do you think that there was another
 8 letter that identified her as Wayne LaPierre's
 9 niece?
 10 A. No, that was one of the tabloid articles
 11 that were in the media.
 12 Q. Okay. So you think that -- where do you
 13 think the tabloid got that information it was Wayne
 14 LaPierre's niece?
 15 A. Well, it certainly didn't come from the
 16 NRA.
 17 Q. Okay. Do you think it came from Bill
 18 Winkler?
 19 A. I think it came from AcMc.
 20 Q. What do you base that on, just your gut?
 21 A. All of the facts to that point.
 22 Q. Did you -- what are facts to that point

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1 that you can point to?
 2 A. It's that same litany of things. If you
 3 want me to do it again, I will.
 4 Q. I'm just talking about the Megan Allen
 5 facts that you believe tied that to Ackerman
 6 McQueen.
 7 A. All of the attempts at extorting Wayne
 8 to drop the lawsuit, resign from the NRA. Ollie
 9 North phone call. Chris Cox going personally to
 10 meet with Wayne. Carolyn Meadows was present. Oh,
 11 I left out Dan Boren's phone call to Wayne to tell
 12 him, you need to resign. Exactly what I was told,
 13 something to the effect of they're going to be
 14 putting stuff out in the media. Again, that's the
 15 message, not a quote.
 16 All of that stuff. That's what
 17 makes me think it came from AcMc.
 18 Q. Okay. Did you ever discuss with Wayne
 19 LaPierre the Megan Allen expense?
 20 A. Yeah.
 21 Q. Wasn't his -- in his deposition, I'll
 22 represent that he was upset because he thought that

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1 the press was implying that there was some sort of
 2 an illicit relationship he had with a young woman,
 3 not that it was his niece.
 4 A. First -- well, getting it in
 5 chronological order.
 6 The first slanderous statement that
 7 was issued by the media was that it was his niece.
 8 When we responded to whomever it was, told them,
 9 that's a bunch of garbage, it's not -- no relation
 10 at all.
 11 Then sometime later on, I don't know
 12 if it's days, weeks or whatever, maybe hours, then
 13 it hits that -- you know, hinting that there was
 14 some kind of inappropriate relationship with this
 15 young woman.
 16 Q. Okay. Do you have any evidence that
 17 Ackerman McQueen either said it was his niece or
 18 there was an illicit relationship with a young
 19 woman?
 20 A. Do I have any direct evidence?
 21 Q. Yes.
 22 A. No.

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1 Q. You just feel that?

2 A. I'm connecting the dots, analyzing the

3 evidence that's out there, and drawing a conclusion.

4 Q. All right. Do you think you have all of

5 the dots you need to draw that conclusion?

6 A. Yeah.

7 Q. Okay. So what are the dots?

8 A. I just told you.

9 Q. All right. So that's all you have,

10 though?

11 MR. COLLINS: Objection to the form.

12 A. That's all I knew on my own. I may or

13 may not have other information obtained from

14 counsel, and I'm not going to talk about that.

15 Q. Okay. Do you understand the purpose of

16 Mr. Winkler's letters of April 22nd?

17 A. Do I understand the --

18 Q. The purpose. Why did he write these

19 letters?

20 A. My opinion?

21 Q. No. Based -- well, your opinion based

22 on reading it, what is your understanding?

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1 A. Well, one or two things. Either the

2 document speaks for itself, or I can tell you what

3 I -- my thought as to why he issued the letter.

4 Which one do you want?

5 Q. I want your thought.

6 A. My thought. Further trying to attack

7 Wayne, if you will, scare Wayne out of office, scare

8 Wayne into dropping the lawsuit.

9 Q. And the stated purpose in the document

10 states in the third -- fourth paragraph, "We request

11 that you furnish to us in itemized detail all

12 approvals, receipts and/or other support which will

13 show documentation sufficient to meet the standards

14 alleged per the lawsuit for all the listed charges,

15 including as attachment number one, total expenses

16 of \$267,460.53 to this letter."

17 Do you understand he's looking for

18 backup to these expenses, right?

19 A. That's what the letter says.

20 Q. You understand, in the lawsuit, the NRA

21 was claiming that Ackerman had that backup; is that

22 right?

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1 A. I don't have -- I haven't read the

2 petition.

3 Q. Okay.

4 A. Or complaint, whatever you guys call it

5 up here.

6 Q. Were you aware that what's stated in the

7 third paragraph, that "At your request, we issued

8 you an American Express card and agreed to the

9 travel fee from II & IS," were you aware of that?

10 A. I have no knowledge.

11 Q. That Wayne LaPierre had an Ackerman

12 McQueen American Express card?

13 A. I had no knowledge of that.

14 Q. Do you think that's a sound accounting

15 practice and commitment to good governance?

16 A. I have no opinion on that.

17 Q. You already testified that you had no

18 idea that there was a separate travel fee from II &

19 IS, which is Gayle Stanford's organization?

20 A. I had no -- I had no information about

21 that -- well, travel agent or whatever you want to

22 call her, at all.

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1 Q. Were you aware that Wayne LaPierre's

2 travel invoices were not sent to the NRA treasurer's

3 office, but routed to Ackerman McQueen?

4 A. I don't think I ever -- I don't think I

5 was ever told that.

6 Q. Were you told that there was a need to

7 make sure that the treasurer's office didn't have

8 travel information for security reasons because

9 there were leaks in the treasurer's office?

10 A. I know -- the answer to that question,

11 no.

12 I know that Wayne's security is

13 paramount.

14 Q. And do you know that he used Ackerman

15 McQueen to enhance his security to keep track of

16 those expenses away from people at the NRA?

17 MR. COLLINS: Objection to the form.

18 A. Do I know that was the rationale, the

19 reason, no, I don't.

20 Q. Did Mr. LaPierre ever tell you that he

21 was concerned about leaks at the NRA?

22 A. We knew that there were leaks from the

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1 NRA. I don't know if Wayne ever said it or not.
 2 Q. Okay. Did Wayne LaPierre ever tell you
 3 that he was concerned about Ackerman McQueen
 4 leaking?
 5 A. I don't recall him saying that to me.
 6 Q. All right. Did the audit committee get
 7 involved in reviewing Wayne LaPierre's expenses for
 8 travel to the Bahamas, Palm Beach, New York, Los
 9 Angeles, Reno, Budapest and Italy as indicated in
 10 this Exhibit 17?
 11 A. Which one? Oh, the one we're looking
 12 at?
 13 Q. Yes.
 14 A. The audit committee did not review
 15 those. It doesn't come within the purview of the
 16 audit committee.
 17 Q. Did you view Steve Hart's e-mail to you
 18 on April 22nd attaching these letters like a
 19 whistleblower complaint?
 20 A. Not at all.
 21 Q. Why not?
 22 A. Because I was -- the thing that was most

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1 shocking to me was the fact that NRA's lawyer was
 2 getting -- obviously having communications with
 3 Ackerman McQueen.
 4 Q. How did you come to that conclusion?
 5 A. Isn't Winkler with Ackerman or one of
 6 the groups?
 7 Q. He's with Ackerman McQueen, yes.
 8 A. Okay. Well, that explains it, Dave. We
 9 got an e-mail from Hart with correspondence, e-mail
 10 or what, sent to the NRA's lawyer, and then he sends
 11 it to the board.
 12 Q. Is it your understanding -- is it your
 13 position that Mr. Winkler should not have copied
 14 Steve Hart on this April 22nd letter to Wayne
 15 LaPierre?
 16 MR. COLLINS: Objection to the form.
 17 A. I can't say that he did anything -- that
 18 Winkler did anything untoward. What I am saying is,
 19 why is it that our lawyer, our NRA lawyer, is
 20 receiving information from AcMc?
 21 Q. All right. And you believe it's
 22 improper for Steve Hart to have forwarded that to

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1 you; is that right?
 2 A. I think -- you're trying to point to the
 3 mechanism transfer. That's not my issue. My issue
 4 is, why is the NRA lawyer talking to Winkler?
 5 Q. Is it your understanding that this
 6 exhibit that shows Mr. Hart receiving a copy of this
 7 indicates that he was talking with Mr. Hart as well?
 8 A. Okay. Which one are we talking about
 9 now? Which exhibit number?
 10 MS. PINTO: On your right hand.
 11 MR. COLLINS: This one.
 12 THE WITNESS: This one?
 13 MR. COLLINS: Yes.
 14 A. This is not the Hart e-mail.
 15 Q. No.
 16 A. Which one is the Hart e-mail?
 17 Q. That's the Winkler letter that Mr. Hart
 18 received --
 19 A. I understand.
 20 Q. -- and forwarded to you.
 21 A. I understand. Where's the Hart e-mail?
 22 Is that -- is that an exhibit?

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1 Q. Not yet.
 2 A. Okay. Oh, I'm sorry. Okay.
 3 Q. But this is one of the letters that was
 4 attached to the Hart e-mail, correct?
 5 A. If you say so.
 6 Q. Okay. So you believe that this shows
 7 that Mr. Hart was talking with Mr. Winkler?
 8 A. Do I -- does that indicate it to me?
 9 Q. Yes.
 10 A. Yes.
 11 Q. In what way?
 12 A. We filed suit against AcMc the 12th --
 13 Q. Of April, yes.
 14 A. -- of April. Ten days later, the date
 15 on Winkler's letter is transmitted to the NRA not --
 16 not through our counsel of record, but through Hart?
 17 Yeah. All kinds of bells and whistles went off on
 18 that one.
 19 Q. Okay. Did -- was Ackerman McQueen still
 20 providing services to the NRA as of April 22, 2019?
 21 A. I don't know directly.
 22 Q. Do you know when the contract -- the

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1 services agreement was terminated?
 2 A. I know it was terminated. I couldn't
 3 tell you when.
 4 Q. So if Ackerman McQueen -- assuming that
 5 Ackerman McQueen was still performing services for
 6 the NRA as of April 22nd, do you think it's improper
 7 for Mr. Winkler to send a letter requesting backup
 8 documents to the NRA?
 9 A. To -- to -- when the lawsuit was filed,
 10 he should not have been communicating with us. All
 11 communication should have gone through AcMc counsel,
 12 presumably you, and our lawyer. Sending it directly
 13 to the NRA lawyer, after the lawsuit's filed, any
 14 lawyer is going to bristle at that.
 15 Q. Okay. So do you think that the -- some
 16 100-plus people at Ackerman McQueen who were doing
 17 business with the NRA at this point in time should
 18 have been routing all of their communications
 19 through lawyers; is that right?
 20 A. Communication like this, like Exhibit
 21 17, if, in fact, this was the letter, yeah.
 22 Q. And so --

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1 A. Because this letter, Exhibit 17,
 2 expressly relates to the lawsuit, not to ongoing
 3 business relations, if any.
 4 Q. Okay. So copying the lawyer, do you
 5 think that's an appropriate thing to do?
 6 A. Not -- not Steve Hart.
 7 Q. Why not Steve Hart?
 8 A. Because he's not counsel of record.
 9 Q. In the litigation?
 10 A. In the litigation.
 11 Q. All right.
 12 A. And this letter, Exhibit 17, deals with
 13 the litigation.
 14 Q. Okay. Let's go back to the exhibit --
 15 the May 22nd letter. 16.
 16 A. 16?
 17 MS. PINTO: Yes.
 18 Q. To your knowledge, was this letter
 19 vetted by counsel for the NRA before it was sent
 20 out?
 21 A. I don't know.
 22 Q. The representation on the second page

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1 that, in the middle of the page, it says, "Fact,
 2 over the years, Wayne had been advised by the NRA's
 3 advertising professionals to invest in his
 4 professional wardrobe due to his numerous public and
 5 media appearances. We understand that this was the
 6 same agency that facilitated the clothing
 7 purchases."
 8 Is it your understanding as a lawyer
 9 that the purchase of business clothing can be a
 10 business expense for an individual?
 11 MR. COLLINS: Objection to the form.
 12 A. I think it's probably a better question
 13 for an accountant, but, yeah, it can, if it's
 14 required for -- made Wayne mad when I said it, but I
 15 called it a costume. I said, are these your
 16 costumes? So what you're telling me is these are
 17 your costumes for videos and personal appearances,
 18 and he kind of bristled at that.
 19 But, yeah, I mean, if it's -- again,
 20 our expert on PR stuff is you guys -- well, your
 21 client. They told him, you can't run around with
 22 frayed ties. You got to wear the clothes

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1 appropriate for whatever it is.
 2 So in that respect, I think, yeah,
 3 it would be a legitimate business expense.
 4 Q. Do you know if he segregated those
 5 clothes and didn't use them for personal matters?
 6 A. That's precisely what he told me.
 7 Q. When he did tell you this?
 8 A. When I first asked him about the
 9 allegation, when I first saw it. And he said, yeah,
 10 we have a totally separate closet, and he said, we
 11 even call it the TV closet, and that's where all of
 12 that stuff is.
 13 Q. Okay. Does he wear that clothing to the
 14 office?
 15 A. You're going to get me in trouble again.
 16 I have never -- I have never seen Wayne wearing a
 17 nice suit in my entire life, unless -- you better
 18 protect me -- unless it was at some kind of public
 19 event. But I -- I don't know what clothes they
 20 wore, but all kidding aside, I have never seen Wayne
 21 in an expensive suit unless it was at annual meeting
 22 or on TV, that kind of stuff.

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1 Q. Okay. Have you seen his closet, his TV
 2 closet?
 3 A. No, I have never been to Wayne's house.
 4 Q. Okay. Have you seen him carry yellow
 5 pads around with him?
 6 A. Yeah.
 7 Q. Does he -- have you seen him with a
 8 duffel bag full of yellow pads?
 9 A. I have never seen that.
 10 Q. Okay. Have you ever seen Carolyn
 11 Meadows take notes at meetings?
 12 A. I have seen her -- I have seen her take
 13 notes over the years.
 14 Q. Okay.
 15 A. But I can't tell you the last time I saw
 16 her do it.
 17 Q. And this is at NRA meetings that you saw
 18 that?
 19 A. Yeah, because that's the only time I see
 20 Carolyn, is at some kind of NRA meeting.
 21 Q. Were you aware that she shredded and
 22 burned her NRA notes, handwritten notes?

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1 MR. COLLINS: Objection to the form.
 2 A. I just recently became aware.
 3 Q. Okay. How did you become aware of that?
 4 A. She told me.
 5 Q. And what did she tell you?
 6 A. She said that it came up in her
 7 deposition, and she was upset about it. And she
 8 told me that she had yellow pads, as I understand
 9 it, you know, what we would call depo pads, and it
 10 had notes about her husband's medical condition,
 11 which is significant.
 12 She's on the Stone Mountain Board
 13 there in Georgia. In fact, she's president of it
 14 right now. So it had notes about that stuff. And
 15 it -- you know, it had some -- some notes about NRA.
 16 She didn't say what. And that she had gotten rid of
 17 it.
 18 Q. Did she tell you that she had consulted
 19 with an attorney before destroying them?
 20 A. Yes. She said she talked to her
 21 personal attorney. I can't remember who. She gave
 22 me a name, I just don't remember who it is.

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1 Q. Did she say that she had testified in
 2 the deposition that John Frazer had told her to
 3 destroy them?
 4 A. No.
 5 Q. That didn't come up in this discussion?
 6 A. No. Frazer -- Frazer wouldn't say that.
 7 Q. But her personal attorney might?
 8 MR. COLLINS: Objection to the form.
 9 A. She says he did. I don't know any more
 10 than that.
 11 Q. Okay. Did she indicate that she was
 12 upset at her personal attorney for giving her that
 13 advice?
 14 MR. COLLINS: Objection to the form.
 15 A. She didn't say anything about -- I could
 16 tell she was upset. I don't know who she was upset
 17 at.
 18 Q. Okay. Have you destroyed any documents
 19 that relate to any of the NRA litigation?
 20 A. No.
 21 Q. Did any attorneys talk to you about
 22 documents that may be subject to subpoena?

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1 A. I'm not sure I -- in what respect?
 2 Q. You know, the sort of notes of meetings
 3 or anything else that might be subject to subpoena.
 4 A. You mean my -- my documents?
 5 Q. Yes.
 6 A. No, I don't have any documents.
 7 Q. Okay. But no attorney told you, apart
 8 from you may have gotten a notice to -- a
 9 preservation notice, no attorney discussed that with
 10 you, I take it?
 11 A. Oh, yeah, yeah. But I didn't -- okay.
 12 I'm sorry. That's the reason I was asking you if
 13 you meant my personal documents, because I don't
 14 have any.
 15 Yeah, board counsel, Whit Davis,
 16 explained it numerous times. In fact, he does it at
 17 every board meeting, every meeting that I'm in. In
 18 fact, we call it the Whit rule. If you put a check
 19 mark on it, it's yours. And we remind everybody of
 20 that at the board meetings, most, if not all,
 21 committee meetings we do that.
 22 So to that extent, yes. He makes it

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1 clear to everyone, you can't get rid of documents.
 2 Q. And as a result of that Whit rule,
 3 nobody is taking notes; is that right?
 4 MR. COLLINS: Objection to the form.
 5 A. I've had -- I can't tell you no one is.
 6 I can tell you that I don't. And of course, I'm not
 7 a notetaker anyway. But I've had people come up to
 8 me and say, this is tough, I used to keep notes.
 9 But how many of them do it, I don't know.
 10 Q. Okay. And when did Whit Davis begin to
 11 make these presentations; was it after Steve Hart
 12 was gone?
 13 A. Well, yeah, because he wasn't onboard
 14 until after Hart was gone.
 15 Q. Okay.
 16 A. But I can't tell you when he did that.
 17 I don't know. Like I say, it happens all the time.
 18 Q. As a CPA, did you do audit work?
 19 A. Yeah.
 20 Q. So what kind of documentation for
 21 expenses would you be looking for when you were
 22 doing audit work?

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1 A. What kind of what?
 2 Q. Documentation for expenses.
 3 A. That was a completely different world
 4 30-some-odd years ago.
 5 Q. Okay. Do you work with CPAs now who do
 6 audit work?
 7 A. No. I mean, other than talking to, you
 8 know, our CPA firm.
 9 Q. Okay.
 10 A. But, yeah, that's all.
 11 Q. So for example, even years ago, if you
 12 had a credit card statement that had a list of
 13 expenses, would that have been sufficient for an
 14 audit?
 15 A. I can't answer that. It depends -- it
 16 would depend on too many different factors.
 17 Q. Okay.
 18 A. And frankly, I can't remember what all
 19 we did 32 years ago. I just don't know.
 20 MR. DICKIESON: Okay. Let's take a
 21 five-minute break.
 22 THE WITNESS: Sure.

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1 (RECESS, 4:47 p.m. - 4:56 p.m.)
 2 MR. DICKIESON: Back on the record.
 3 BY MR. DICKIESON:
 4 Q. Mr. Cotton, one of the allegations in
 5 the litigation between the NRA and Ackerman McQueen
 6 is that the -- is that Ackerman McQueen hasn't
 7 returned NRA property. Ackerman McQueen submitted
 8 an invoice of \$1.5 million to the NRA for the cost
 9 of returning that equipment.
 10 Has your role as an officer,
 11 chairman of the audit committee or finance committee
 12 been involved in reviewing that invoice or approving
 13 it or dealing with it in any way?
 14 A. First of all, I'm not chairman of the
 15 finance committee. I'm on the finance committee,
 16 but I'm not chair.
 17 Q. Right.
 18 A. But, no, we have not -- I have not
 19 looked at it, the audit committee has not, and if
 20 anyone else has, I don't know.
 21 Q. Are you aware that such an invoice
 22 exists?

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1 A. No.
 2 Q. Is there discussion in any of those
 3 committees about what's happened to the NRA
 4 property?
 5 A. I don't even know which property you're
 6 talking about.
 7 Q. For example, all of the digital files,
 8 TV shows on NRATV and things like that?
 9 A. You guys are asking \$1.5 million to
 10 e-mail the electronic data?
 11 Q. I'm asking you, is there any discussion
 12 about any of that?
 13 A. Until today, I -- I did not know of it.
 14 I certainly didn't know that you wanted almost \$2
 15 million to give us electronic media.
 16 Q. That was an example.
 17 A. Oh, okay.
 18 Q. But do you know what a terabyte is?
 19 A. The size of a file, yeah.
 20 Q. Okay. Do you know how big that is?
 21 A. Yeah.
 22 Q. What is a terabyte?

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1 A. A terabyte or --
 2 Q. A terabyte.
 3 A. A terabyte is, what, a trillion bits --
 4 bytes, excuse me.
 5 Q. Okay. So it's a lot of data, right?
 6 A. I -- I've got an external hard drive
 7 this size that's 2 terabytes.
 8 Q. Okay. Do you know what a petabyte is?
 9 A. Okay. You're messing with my knowledge
 10 of Roman counting here. No, I don't know what that
 11 one is.
 12 Q. All right. So if there's almost 2
 13 petabytes, is that what I said, of data that needs
 14 to be transferred, that's a lot of data, right?
 15 A. I don't know what a petabyte is.
 16 Q. Okay. So you don't know how much it
 17 costs to transfer that much data, right? Do you
 18 know what kind of equipment you would need to
 19 transfer that kind of data?
 20 A. Do I know specifically what it would
 21 take?
 22 Q. Yeah.

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1 A. No.
 2 Q. Okay.
 3 A. Do I know that it's not going to be \$1.8
 4 million for either the receiver or the transmission,
 5 yeah, I know that. Because I've transferred a lot
 6 of data myself, but not -- I don't know what a
 7 petabyte is, so I can't say that, but...
 8 Q. And there's studio equipment that
 9 Ackerman McQueen used for NRATV. Is there any
 10 discussion about what's happened to that equipment?
 11 A. I don't even know who owns the
 12 equipment.
 13 Q. Okay. Has the board had any discussions
 14 about the return of NRA data, NRATV property?
 15 A. The board has never discussed it, unless
 16 they did when I was in the restroom, and I seriously
 17 doubt that happened.
 18 Q. So to your knowledge, you know nothing
 19 about the issue of the return of NRA property; is
 20 that fair to say?
 21 A. Correct.
 22 Q. And that's because it hasn't been

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1 discussed in a board meeting, it hasn't been
 2 discussed in an audit committee meeting, and it
 3 hasn't been discussed in any finance committee
 4 meeting that you've attended; is that right?
 5 A. Correct. At least not while I was
 6 present and I'm present at all of that, like I say,
 7 unless I'm in the restroom.
 8 Q. All right. Did you watch NRATV when it
 9 was operating?
 10 A. Oh, God. No.
 11 Q. Why not?
 12 A. I'm sorry?
 13 Q. Why not?
 14 A. I just never did. I didn't make a
 15 decision, I'm not going to watch it. I just never
 16 did.
 17 Q. Did Wayne LaPierre promote NRATV at the
 18 board meetings?
 19 A. I'm not playing games with you, Dave. I
 20 don't know what you mean by "promote," but Wayne --
 21 Wayne talked about in the finance committee
 22 meetings, we talked about the fact that we were

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1 given -- oh, I forget what you call it, it's not
 2 interaction, I forget what it's called, how many
 3 people looked at it, how many people watched the
 4 whole video versus a portion of it, and --
 5 engagements I think is what it was called. And he
 6 mentioned that we were trying to get -- what we
 7 ultimately needed and wanted to truly evaluate the
 8 investment was how many unique visitors did we have
 9 to it. And we -- and we were never able to get
 10 that.
 11 Q. And that's something different from how
 12 many engagements were logged on?
 13 A. As I understand it, yes.
 14 Q. Okay. And that's one of the reasons you
 15 hired the former Google analyst to work on that
 16 issue; is that right?
 17 A. Including that issue. I can't say that
 18 was the only thing she was to look at, but that was
 19 one of the things she was going to try to find out.
 20 Q. And can we pin down when that employee
 21 was hired?
 22 A. I don't know.

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1 Q. Was it 2017, 2018?
 2 A. I don't know.
 3 Q. No recollection?
 4 A. No. No. Because, see, I didn't know
 5 she was hired. I knew nothing about this until the
 6 allegation about some kind of harassment or
 7 whatever, I don't know, I don't know the proper
 8 terminology, vis-à-vis Josh. And that's when I
 9 said, what the heck is this about? That's when I
 10 found out.
 11 Q. Can we pin down the time when the NRA
 12 became concerned about whether or not it was getting
 13 accurate information about NRATV?
 14 A. I can't. I can tell you -- in fact, I'd
 15 have to say, I don't know that it was ever
 16 discussed, this isn't right or anything like that.
 17 It was more a matter, we need additional information
 18 in order to know -- to evaluate the value of it.
 19 Q. Who was saying they needed additional
 20 information; was that Wayne LaPierre?
 21 A. Well, it was being discussed by Wayne in
 22 the finance committee meeting, and frankly, it was

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1 somebody else that was kind of explaining some of
 2 the terminology that few, if any, of us on the
 3 committee were familiar with.
 4 But I don't remember who that was.
 5 Q. Is it fair to say that despite those
 6 discussions of needing more information, that the
 7 finance committee would approve or recommend pretty
 8 substantial expenditures on NRATV; is that right?
 9 A. No, that's not right.
 10 We looked at the budget. We
 11 evaluated the budget. We talked to the different
 12 department heads. How did you achieve your budget?
 13 How -- what are your plans for making budget, if it
 14 was a revenue source. What's your plan for
 15 achieving the budget, if it's just an expense
 16 segment.
 17 But we never got drilled down to the
 18 point where, okay, here's the AcMc bill -- or I'm
 19 sorry, here's the AcMc proposed budget or the PR
 20 proposed budget, or whatever it was called, down to
 21 the individual component parts. We didn't do that.
 22 Q. And NRATV was a component part of the

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1 AcMc budget?
 2 A. It appeared somewhere on there. I don't
 3 know if it was AcMc or I know you guys have some
 4 other subsidiaries. I just don't know.
 5 Q. So is it your understanding that the
 6 concerns about the analytics, the viewership of
 7 NRATV, was never discussed at the same time as the
 8 budget approval process for NRATV was going on; is
 9 that your understanding?
 10 MR. COLLINS: Objection to the form.
 11 A. No, that's not. In fact, it's just the
 12 opposite.
 13 Q. Okay.
 14 A. That was brought up in some, but not
 15 all, finance committee meetings. Now, not all of
 16 them are budget meetings. We only have typically
 17 one, sometimes two budget meetings.
 18 But finding out how much this
 19 thing -- we knew we were spending a lot of money.
 20 We knew that one of the things was to be able to --
 21 if we had enough readership -- I'm sorry,
 22 viewership, that we could sell advertising. So we

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1 wanted to know, what's the viewership, when do we
 2 get to that magic point when we can sell
 3 advertising? And that's a very broad-brush,
 4 inartful way to say it, but I mean, that's the best
 5 I can do.
 6 Q. Despite the fact that you hadn't gotten
 7 to that point where you could sell advertising, the
 8 budget for NRATV was continuing to be approved and
 9 expanded; is that right?
 10 MR. COLLINS: Objection to the form.
 11 A. We did not approve any budget. We did
 12 not single out NRATV. It was part -- it was part of
 13 some other line item. The approval of the overall
 14 budget, we would make a recommendation to the entire
 15 board, we recommend that you adopt this, and then
 16 the board will adopt it.
 17 Q. Okay. And you never -- the finance
 18 committee never recommended that because of
 19 questions about viewership, that the NRATV budget
 20 should be reduced?
 21 A. No. But again, we did not have a line
 22 item for NRATV budgets. That's why we didn't

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1 recommend that. There was no such line item.
 2 Q. But does it make sense to you, is it
 3 fair to say, that if there were concerns about being
 4 misled about the NRATV viewership, that you had a
 5 means to reduce the budget or cut the budget; is
 6 that right?
 7 A. That's -- the premise of your question
 8 is not correct. When I said it was discussed in
 9 there, it's not as though we went down and said,
 10 look at the numbers for NRATV. Somewhere it would
 11 be a question by one of the finance committee
 12 meetings -- meetings. I'm sorry. Finance committee
 13 members, where are we with NRATV? When are we going
 14 to start generating revenue? Something to that
 15 effect. It was not like, okay, the treasurer or the
 16 chairman of the finance committee says, okay, now
 17 we're going to talk about NRATV. That was not the
 18 case. It always came up in the -- what I would
 19 loosely refer to as the Q&A session at the end of
 20 the finance committee meeting.
 21 Q. Okay. Did you get an answer from anyone
 22 as to when they thought it might begin to generate

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1 revenue for promotional or advertising sales?
 2 A. I don't recall ever getting a specific,
 3 okay, here's the drop-dead date. I do remember
 4 somebody, I don't know if it was -- I don't know who
 5 it was. It could have been the chair -- it wouldn't
 6 have been the chair. Might have been the treasurer.
 7 Might have been somebody else. Saying that, you
 8 know, AcMc tells us we're doing great, and you know,
 9 the numbers are great. So it's looking good, but
 10 never gave us a number -- I mean, a date. I'm
 11 sorry.
 12 Q. So would it be fair to say that Ackerman
 13 McQueen never promised by any certain date it would
 14 start to generate revenue through advertisement
 15 sales?
 16 MR. COLLINS: Objection to the form.
 17 A. I don't know if they ever promised that
 18 to somebody else. They didn't promise it to me.
 19 Q. Okay. To your knowledge, did Ackerman
 20 McQueen attend the finance committee meetings, and
 21 make presentations?
 22 A. No.

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1 Q. Did Wayne LaPierre make presentations
 2 about NRATV to the board members?
 3 A. Wayne occasionally, during the main
 4 board meeting, will have a video of what we're
 5 doing, okay, and he will focus on some things. I
 6 mean, he can't do everything with 170-plus programs,
 7 plus the ILA stuff. Whether or not he ever did it
 8 on NRATV, he may have, I just don't remember.
 9 Q. Did he ever show clips of NRATV
 10 information at board meetings?
 11 MR. COLLINS: Objection to the form.
 12 A. A clip of -- I'm sorry.
 13 Q. NRATV clips or NRATV data on a screen so
 14 that the board could see NRATV information?
 15 A. I don't recall anything for data, no.
 16 We saw clips of videos. I don't know where they
 17 were going to be shown. I don't know if it was
 18 going to be on their own website or part of NRATV, I
 19 don't know. But I mean, we saw clips. Like the
 20 "Life of Duty" clip. We had that. Oh, God, going
 21 all the way back to Katrina. We had clips of our
 22 folks in New Orleans during the gun confiscation.

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1 So that kind of stuff is
 2 periodically shown, but I can't -- I don't know that
 3 we were told where it would be presented.
 4 Well, okay. I have to qualify that.
 5 Some of the things that we saw, the campaign-related
 6 stuff, we knew where that was going to go. We were
 7 going to be using that in the ILA markets that they
 8 decide, you know, for campaign purposes, where we
 9 need to run it.
 10 Q. You're referring to the lobbying arm,
 11 ILA --
 12 A. Yes.
 13 Q. -- of the NRA?
 14 A. Yes.
 15 Q. So NRATV was useful to NRA-ILA's
 16 lobbying efforts and political election efforts; is
 17 that fair?
 18 MR. COLLINS: Objection to the form.
 19 A. I don't know. Because like I said, I
 20 never watched NRATV.
 21 What we were told in finance, and
 22 sometimes in legislative policy committee, was that

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1 here are our ads. We're going to run them in the
 2 markets where we can make a difference. And that,
 3 to me, was darn sure not NRATV. We had to buy air
 4 time in whatever cities we were going to run it.
 5 Q. Did the NRATV studios produce those --
 6 A. I don't know.
 7 Q. -- advertisements?
 8 A. I don't know.
 9 Q. Did the -- did NRATV get involved in any
 10 fund raising efforts for the NRA?
 11 A. I don't know. I know that part of what
 12 we were told -- you know, the motivation for NRATV
 13 was to sell advertising or recruit members or
 14 whatever, but whether or not it was actually done, I
 15 don't know.
 16 Q. Did there come a time to your knowledge
 17 when Wayne LaPierre decided that NRATV was no longer
 18 a worthwhile project?
 19 A. You'd have to ask Wayne if he came to
 20 that conclusion. Obviously, at some point, we
 21 stopped using it. But the process, what he thought,
 22 when, I can't tell you.

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1 Q. What about in your mind, did there come
 2 a time when you thought that the investment in NRATV
 3 was not worth it?
 4 A. I can't say that it wasn't worth it,
 5 that I thought that, because I didn't have enough
 6 information to know one way or the other. If we had
 7 gotten the data that we wanted; that is, how many
 8 unique viewers is what you care about. I mean, if
 9 every time you click a page on a website, that
 10 counts as a hit. But that's not a unique visitor.
 11 Without that data, there's no way
 12 for me to say, yeah, I thought it was worth it or
 13 not.
 14 Q. Did you make requests for data to make
 15 that call?
 16 A. Me personally?
 17 Q. Yes.
 18 A. No. To make that call. I -- that's not
 19 my call to make. I have never been in a position on
 20 the NRA board to be able to decide here's where
 21 we're going to advertise. That's not my call.
 22 Q. Was the NRA board in general asked to

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1 make that call?
 2 A. No.
 3 Q. Even in approving budgets, would it be
 4 asked to make the call, is it worth this amount of
 5 the budget?
 6 A. Again, there's no separate line item for
 7 that.
 8 Q. Okay.
 9 A. The NRA board is required to approve the
 10 budget, which would include -- I don't remember how
 11 we ever called it, advertising, PR, I don't know.
 12 But, yeah, the board was involved in that decision,
 13 but not drilled down to the detail of NRATV.
 14 Q. Do you recall representations being made
 15 that NRATV had millions of viewers?
 16 A. Yeah. Yeah.
 17 Q. Where did those representations take
 18 place?
 19 A. Would have been in finance. Would have
 20 been in finance committee meetings by whoever was
 21 talking to AcMc trying to get that information.
 22 Q. So it was secondhand?

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1 A. Oh, yeah.
 2 Q. Not from Ackerman McQueen directly?
 3 A. Correct.
 4 Q. And do you have any idea who was working
 5 with Ackerman McQueen on that issue?
 6 A. I don't.
 7 Q. Would that person have been Wayne
 8 LaPierre?
 9 A. Since I don't know who was doing it, I
 10 can't answer that.
 11 Q. Fair enough.
 12 Did you personally receive any
 13 communication from Ackerman McQueen about the -- how
 14 well NRATV was performing?
 15 A. No. To my knowledge, I never had a
 16 conversation with anybody from AcMc. I wouldn't
 17 know the folks if I saw them.
 18 Q. Okay. I also wanted to follow up on
 19 Lexington and Concord. You mentioned that that
 20 was -- your understanding that was to create a
 21 for-profit entity to collect commissions from the
 22 Carry Guard program; is that right?

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1 A. We were going to set up what they termed
 2 a captive for-profit entity. I believe the name --
 3 I've heard the name Lexington Concord. I think that
 4 was what it was going to be called, but I may be
 5 wrong on that.
 6 Q. And you also -- is it fair to say that
 7 you were also aware of a long-range plan to change
 8 the charter from New York to some other state?
 9 A. No. I -- and the reason I'm chuckling
 10 is because I -- for 19 years -- well, 18 years back
 11 then, I was saying, go to Texas, but nobody took me
 12 seriously.
 13 Q. Okay. And as a lawyer, and now more
 14 recently as chairman of the audit committee, no one
 15 took your suggestion seriously?
 16 A. No, they just figured that crazy old
 17 Texas lawyer wants to go home.
 18 Q. And --
 19 A. And in fairness to them, I never went in
 20 and grabbed them by the collar and said, we got move
 21 out of New York, We got to go to Texas. It was
 22 always, what the heck are we doing in New York?

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1 It's kind of like the -- I don't know if you guys
 2 ever saw that commercial up here, but back in Texas,
 3 they used to run the picante commercial. You know,
 4 where did you get your picante? New York City? Get
 5 a rope.
 6 You know, it was said in that vein.
 7 Get the heck out of Dodge.
 8 Q. So is it fair to say that that plan to
 9 move the NRA's charter state from New York to
 10 somewhere else was not discussed in board meetings
 11 or audit committee meetings or finance committee
 12 meetings?
 13 MR. COLLINS: Objection to the form.
 14 A. There -- to my knowledge, there is -- is
 15 no plan, nor was there ever a plan. Other board
 16 members, and I can't even tell you what meetings,
 17 frankly, could have been the big board meeting,
 18 could have been a committee meeting, would also
 19 throw out there, what the heck are we doing in New
 20 York because of the State of New York coming after
 21 us. But those were comments by the board members
 22 who were wondering, why the heck are we in New York,

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1 not part of a plan to move. I don't even know what
 2 it would take to move.
 3 Q. Were you aware that one of the things it
 4 would take to move is to ensure that all of the
 5 vendors and their contracts were in compliance for
 6 what might be an audit by New York before it could
 7 be allowed to close its charter there?
 8 A. I don't know what New York law is on
 9 that, but that sounds reasonable.
 10 Q. Okay. Were you aware of a plan to
 11 actually go forward and have a renewed compliance
 12 effort with vendors in 2018?
 13 A. Okay. That's when -- that's the time
 14 when we learned that the New York AG was coming
 15 after us, and yeah, we were absolutely -- we wanted
 16 to get in compliance with every aspect of New York
 17 not-for-profit law, not just vendors, anything else
 18 that may be required.
 19 Q. What were some of the other steps that
 20 were required?
 21 A. I don't know.
 22 Q. You mentioned that was a focus of your

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1 entire time on the audit committee. Apart from
 2 vendors, what other steps were you involved in as
 3 far as cleaning up New York -- I mean, the NRA's
 4 records?
 5 MR. COLLINS: Objection to the form.
 6 A. We hired the Brewer firm to tell us what
 7 needs to be done. I don't recall anything now other
 8 than getting all of the vendors in compliance,
 9 making sure we had the appropriate backup, so when
 10 they come in here, they can say, okay, yeah, that's
 11 where it is.
 12 Our related party transaction policy
 13 and procedures were okay.
 14 If there's anything else that we had
 15 to do, I have not been advised of it, and it would
 16 have -- if there was anything else, I guess they
 17 would have talked to the department heads that need
 18 to do it.
 19 Q. Do you know how many retainer agreements
 20 the Brewer firm has with the NRA?
 21 A. I don't.
 22 Q. Do you know if there's more than one?

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1 A. I know there's more than one because
 2 more than one came to the audit committee.
 3 Q. Do you know how many came to the audit
 4 committee?
 5 A. No, sir, I don't.
 6 Q. Since you've been an unpaid officer of
 7 the NRA, have you had to acknowledge retainer
 8 agreements with the Brewer firm?
 9 A. Yes.
 10 Q. Do you know how many of those you've had
 11 to acknowledge?
 12 A. No. That's why I say, I know there's
 13 been multiple, but I can't tell you if it's
 14 multiples of two or ten. I don't know.
 15 Q. All right. I believe it was Carolyn
 16 Meadows who testified that she thought it was
 17 between 10 and 12 retainer agreements. Does that
 18 seem about right?
 19 A. No, that seems excessive to me, but she
 20 may be right, and I may be wrong, but I don't think
 21 so.
 22 Q. Excessive in the sense that it's too

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1 many and they should never have hired them for that
 2 many, or just that's not the right number?
 3 MR. COLLINS: Objection to the form.
 4 A. That's just not the right number.
 5 Q. Okay. I was hoping for the first
 6 answer.
 7 Let's look at the next exhibit, 18.
 8 (Cotton Exhibit 18, Open letter to NRA Board of
 9 Directors, Lander, 4.29.2019, was marked for
 10 identification.)
 11 Q. For the record, Exhibit 18 is an April
 12 29, 2019 open letter to the NRA board of directors
 13 from Andrew Lander, NRA life member, NRA senior
 14 training counselor, NRA staff alumni 2004 to 2018.
 15 Do you know who Andrew Lander is?
 16 A. I do not.
 17 MR. COLLINS: Could you hold on a
 18 second. I would just note for the record that it
 19 doesn't seem to have a Bates number on it, so I
 20 don't know where it came from.
 21 Go ahead and answer.
 22 MR. DICKIESON: I believe this came

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1 from the Pincus deposition. The documents you
 2 turned over --
 3 MR. COLLINS: Okay.
 4 MR. DICKIESON: -- from The Torrent.
 5 Q. You don't recall receiving this as one
 6 of the members of the board of directors on April
 7 29, 2019?
 8 A. From one of the board members?
 9 Q. Well, this is sent to the NRA board of
 10 directors.
 11 A. It's addressed to them. I don't recall
 12 it, and there's no indication if or how it was
 13 transmitted.
 14 Q. Okay. This document found its way in
 15 what I call the dark web along with a number of NRA
 16 internal documents. Have you investigated that dark
 17 website that had a bunch of NRA internal documents?
 18 A. I'm pretty computer literate and
 19 internet literate, but I couldn't get on the dark
 20 web if my life depended on it.
 21 Q. Have you heard that there was a number
 22 of NRA documents that were placed there that the

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1 press was essentially getting access to?
 2 A. No. Not until you just mentioned it.
 3 Q. Okay. You don't know anything about
 4 something called The Torrent?
 5 A. No. Is that something on the dark web?
 6 Q. I'm saying, "dark web," I don't know.
 7 A. Well, no. Wherever it may be, I don't
 8 know.
 9 MR. COLLINS: So you both don't know
 10 what you're talking about.
 11 A. No, I thought the dark -- well, I'm not
 12 going to say that on the record.
 13 Q. Was there any effort to investigate the
 14 source of leaks to the press in April and May of
 15 2019?
 16 A. I don't know of any. I would assume
 17 that the answer to that is yes, but I don't know of
 18 anything.
 19 Q. Do you know if there were efforts by the
 20 Brewer law firm to hire technical people to dig into
 21 The Torrent?
 22 MR. COLLINS: Objection. You can

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1 answer that yes or no.
2 A. I don't know.
3 Q. Okay.
4 THE WITNESS: I was trying not to
5 jump out ahead of you like I've been doing all day.
6 MR. COLLINS: Yeah, you did well.
7 Q. So to your knowledge, your assumption is
8 that the leaks came from Ackerman McQueen without
9 having any knowledge about the source of documents
10 for The Torrent; is that fair?
11 A. I don't know what The Torrent is. It's
12 fair to say that I believe that Ackerman McQueen has
13 leaked stuff. I believe that there have been leaks
14 from inside the NRA. And that's the sum total of
15 what I can say about that.
16 Q. Both?
17 A. Both.
18 Q. Okay. And can you point to any
19 particular document that was leaked by Ackerman
20 McQueen?
21 A. No.
22 Q. Okay.

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1 (Cotton Exhibit 19, letter, 6.12.2019,
2 Sullivan/Frazer, NRA-AMc_00065111-139, was marked
3 for identification.)
4 Q. Let's have marked as Exhibit 19 a letter
5 from Williams & Connolly, Brendan Sullivan to John
6 Frazer. For the record, this document was produced
7 by the NRA, Bates Stamped Number NRA-AMc_65111 to
8 65139.
9 Have you seen this letter before?
10 A. I have not.
11 Q. If you could go to page 65131.
12 A. 121?
13 Q. 131.
14 A. Okay.
15 Q. This is a letter from Oliver North and
16 Richard Childress, the NRA president and NRA first
17 vice president respectively, to you and to John
18 Frazer; do you see that?
19 A. Yes.
20 Q. Do you recall receiving this letter
21 around April 18, 2019?
22 A. I believe I received an e-mail from

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1 Colonel North.
2 Q. That had this attached to it?
3 A. That had an attach -- well, it was a
4 lengthy e-mail, and there was an attachment that the
5 body of the e-mail said was his contract with AcMc,
6 and I don't recall if that e-mail said there was any
7 other attachments beyond that. That's the only
8 thing I can tell you about it. I did not open any
9 of the attachments.
10 Q. Why is that?
11 A. Because he had been insisting all along,
12 to other people as well as me, he could not produce
13 the AcMc contract without AcMc's written approval
14 because there was a confidentiality provision in it.
15 And when I got this out of the blue,
16 the e-mail -- if we're talking about the same
17 thing -- got that e-mail out of the blue on the eve
18 of -- I don't know if it was on the eve of the
19 annual meeting week or what, I sent an e-mail back
20 to him, and told him, I said, Colonel North, I have
21 deleted your e-mail and purged -- and the attachment
22 and purged it from my recycle bin. The audit

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1 committee can use the copy that you've sent to John
2 Frazer.
3 And I explained -- I don't remember
4 the wording, but I explained in there, I'm doing
5 this because you told me that there was a
6 confidentiality provision in there, and I didn't
7 want to be in a position that if it ever got out,
8 that, you know, Cotton had a copy of it.
9 Q. I'm aware of that. I think this is a
10 different situation. This is after he had turned
11 over his contract on April 11th, as alleged in the
12 amended first complaint.
13 A. Okay.
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

Row	Bar Length (approx. % of total width)
1	95
2	98
3	99
4	95
5	45
6	70
7	15
8	85
9	92
10	99
11	40
12	88
13	45
14	90
15	95
16	98
17	95
18	45
19	85
20	95
21	15
22	80

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8 Q. Let's have marked as the next exhibit,
9 20, some of the comments.
10 (Cotton Exhibit 20, TexasCHLforum.com, An Important
11 Message to NRA Members 1/7, was marked for
12 identification.)
13 Q. Do you see your comments in this stream
14 of messages on the TexasCHLforum on Exhibit 20?
15 A. On the first page?
16 Q. I believe it spills over to the second
17 page. It starts -- see your picture there? Topic
18 author, Charles Cotton.
19 A. You need to understand how that works.
20 There's none of my comments on the first page.
21 Q. No, but I believe it starts on the top
22 of the second page.

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1 A. Yeah.
2 Q. And is it fair to say that your comment
3 is "The left lies about everything. Truth is a
4 liberal value and truth is a conservative value, but
5 it has never been a left-wing value. People on the
6 left say whatever advances their immediate agenda.
7 Power is their moral lodestar; therefore, truth is
8 always subservient to it."
9 Is that your comment?
10 A. No.
11 Q. Is it your comment below --
12 A. Look at it. It's said, "By Dennis
13 Prager." I don't know who that is.
14 Q. You're not quoting Dennis Prager in
15 that?
16 A. Not me.
17 Q. Is it below -- is it a statement --
18 where it's signed "Chas," is that your statement,
19 "You can accept or reject whatever you wish"?
20 A. Yes.
21 Q. "The continued existence of the NRA is
22 at stake, so I want the best attorney for the job in

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[REDACTED]

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1 New York and against the most powerful government
2 officials in New York, that means Bill Brewer. If
3 you needed delicate brain surgery to survive and the
4 best guy was a donor to the Democrat Party, I bet
5 you wouldn't choose a less-qualified surgeon."
6 That's your comment, right?
7 A. That's my comment.
8 Q. Is it fair to say that you would support
9 the Brewer firm in -- on this forum?
10 A. I was responding to attacks that were
11 being made against Bill. Well, against the firm,
12 not Bill.
13 Q. Well, you refer to Bill Brewer himself
14 in there; is that right?
15 A. Yes.
16 Q. So getting back to Exhibit 19, the April
17 18th letter, this is not the letter that you deleted
18 because it contained Lieutenant Colonel Oliver
19 North's AcMc contract; is that right?
20 A. Dave, I don't -- I deleted an e-mail
21 with attachments. I thought the only attachment was
22 his contract, but I may be mistaken.

[REDACTED]

[REDACTED]

1 Thanks for the e-mail. Your contract will be taken
2 care of during the audit committee meeting and I
3 don't anticipate any problem."
4 A. Correct.
5 Q. Do you know why you didn't anticipate
6 any problem as of April 12th?
7 A. Because I still believed the contract
8 was going to show he was an independent contractor.
9 Q. Had you received the contract by that
10 point?
11 A. It was attached to this e-mail, but as I
12 explained earlier, I deleted it because of that
13 confidentiality provision.
14 Q. So you didn't want to view the contract
15 before you went to the audit committee?
16 A. I wanted to review it. I didn't want to
17 be in possession of a document that he said has a
18 confidentiality provision, and that he can't produce
19 without AcMc written approval. I didn't have that
20 approval.
21 Q. Okay. There something -- you see that
22 below your e-mail message, there's a message from

[REDACTED]

5 MS. LANDES: Okay.
6 (Cotton Exhibit 21, e-mail chain, Cotton/North,
7 4.12.2019, NRA-AMc_0005043, was marked for
8 identification.)
9 Q. Let's go to the next exhibit, 21, which
10 is an e-mail to Oliver North to Charles Cotton dated
11 April 12, 2019.
12 MS. PINTO: Other way around,
13 Charles Cotton to Oliver North.
14 Q. Correct, from Charles Cotton to Oliver
15 North. Just for the record, this shows this is from
16 Charles@Cottonfamily.com. That's you, correct?
17 A. Yes, sir.
18 Q. That's the e-mail address you primarily
19 use for NRA business?
20 A. Yeah.
21 Q. Do you recall telling Colonel North on
22 April 12, 2019, the following: "Hi, Colonel North.

1 Ollie North to John Frazer and to you, where he's
2 attaching the -- his contract, is that right, on
3 April 11th?
4 A. He certainly sent me an e-mail. I
5 presume this is it, but he sent me an e-mail
6 transmitting the contract.
7 Q. Okay. And is there anything in there
8 that says that this is a confidential contract,
9 that --
10 A. Nothing in this, but he had told me
11 multiple times.
12 Q. That it was confidential?
13 A. Yeah, that there was a confidentiality
14 provision.
15 Q. And so once you received it, you didn't
16 want to look at it because it was -- you knew it was
17 confidential?
18 A. No, I didn't want to look at it
19 because -- I didn't want it on my computer because
20 Ollie had repeatedly said there was a
21 confidentiality provision. I can't release it
22 without written authorization by AcMc, and I didn't

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1 have that written authorization, so I was not going
 2 to be in a position to open it, and if it got leaked
 3 someplace, I'm on the list of suspects. That wasn't
 4 going to happen.
 5 Q. Okay. Are you -- you're aware that the
 6 lawsuit against Ackerman McQueen by the NRA was
 7 filed on April 12th, the same day that you sent this
 8 message back to Oliver North, correct?
 9 A. Correct.
 10 Q. And in that lawsuit, you made the
 11 allegation that Ackerman McQueen and Oliver North
 12 had not turned over his contract; is that right?
 13 A. I found that out later, yes.
 14 Q. Had anyone discussed with you whether or
 15 not you had received Oliver North's contract prior
 16 to filing that lawsuit?
 17 A. No, because no one expected Ollie North
 18 to do it.
 19 Q. And what do you base that statement on?
 20 A. I'm sorry?
 21 Q. What do you base that statement on, what
 22 everyone's expectations were?

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1 A. Why would Ollie North send a contract to
 2 me when he steadfastly said, I can't do it?
 3 Q. When you say "he steadfastly," were
 4 you -- I think you mentioned -- I think you said you
 5 were not aware that he had provided the contract to
 6 John Frazer in February of 2019?
 7 A. No. No. I -- what is the date here?
 8 You're talking about this letter?
 9 Q. No. No.
 10 A. Well, I -- I don't know of his contract
 11 being provided to anyone within the NRA other than
 12 attached to this letter. I mean, I -- this e-mail.
 13 Q. So you don't know that it was provided
 14 to Steve Hart, you don't know that it was provided
 15 to John Frazer; is that right?
 16 A. John Frazer told me he did not have it
 17 until this e-mail.
 18 Q. Okay. Did John Frazer tell you he had
 19 not seen it until that e-mail?
 20 A. I'm sorry?
 21 Q. Did John Frazer tell you he had not seen
 22 it until that e-mail of April 12th?

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1 A. Oh, I'm not sure what you're getting at.
 2 John Frazer told me he did not have the contract
 3 prior to this.
 4 Q. Yes. Do you understand the distinction
 5 that he actually went to the office and looked at
 6 it?
 7 A. Oh, I'm sorry. That's what you mean.
 8 I -- okay.
 9 Q. Yes.
 10 A. He said something about he was going to
 11 go or trying to go or something to that effect, but
 12 that's all I know.
 13 Q. So he didn't tell you that he had
 14 actually gone in February and looked at the
 15 contract?
 16 A. Well, he -- he told me that as of this
 17 e-mail, we didn't have the contract.
 18 Q. Okay. Did he tell you that he could --
 19 that it was his belief that it was an independent
 20 contractor contract in April of 2019, before he
 21 received the contract?
 22 A. I don't recall him saying anything like

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1 that.
 2 Q. Okay.
 3 A. Part and part of the discussion I've had
 4 with Ollie was the committee has got to have the
 5 contract so we can look at it. We had already gone
 6 by someone else's viewing of the thing in our
 7 September 2018. We needed the real thing.
 8 Q. Who was that somebody else who had
 9 viewed the contract?
 10 A. That's what I said earlier, I can't
 11 remember. You're telling me it was Hart. You may
 12 be right. I don't know.
 13 MR. DICKIESON: Let's take a
 14 three-minute break, and I'll see if I have got
 15 anything more.
 16 MR. COLLINS: Okay.
 17 (RECESS, 5:55 p.m. - 6:01 p.m.)
 18 MR. DICKIESON: Back on the record.
 19 BY MR. DICKIESON:
 20 Q. Looking back at Exhibit 21, and you say
 21 on April 12, 2019, that you don't anticipate any
 22 problem.

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1 When did you first learn that Oliver
 2 North was an employee of Ackerman McQueen?
 3 A. It was -- it -- I mean, I'm not being
 4 flippant, it was after this, sometime before the --
 5 before the audit committee meeting, but I don't
 6 remember when John called me and let me know.
 7 Q. Did you ask for any advice as to what
 8 the importance of the status of employer contract as
 9 opposed to an independent contractor contract?
 10 MR. COLLINS: You can answer yes or
 11 no.
 12 A. Well, I'll say this: I knew that myself
 13 as an attorney. I did talk to Brewer about it, but
 14 obviously, I can't tell you that.
 15 Q. Okay. So it's certainly fair to say
 16 that prior to April 12, 2019, it was your assumption
 17 that this was an independent contractor agreement
 18 that Oliver North had with Ackerman McQueen; is that
 19 right?
 20 A. Yeah. I mean, like I say, I can't tell
 21 you when Frazer called me about it, but I was sick
 22 about it. That's the reason at that meeting we

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1 didn't take any action. We wanted to give Ollie
 2 time to do something so we could approve it.
 3 Q. Were you aware of the reasons why Oliver
 4 North requested employment status as opposed to
 5 independent contractor?
 6 A. I do not.
 7 Q. Were you aware that he wanted health
 8 coverage for his wife who was ill under the firm's
 9 health care plan?
 10 A. They could have paid his health care
 11 premiums, if that was the deal.
 12 Q. As an independent contractor?
 13 A. Sure.
 14 Q. Under a plan for a company?
 15 A. Oh, no, not under the group policy, but
 16 he could have gotten independent coverage. I assume
 17 he already had it. I don't know.
 18 Q. Were you aware that the term sheet
 19 provided alternative costs under employment plan or
 20 an independent contractor plan, and the differences
 21 in pay for the --
 22 MR. COLLINS: Objection to the form.

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1 A. I know nothing about that.
 2 Q. And were you aware that Wayne LaPierre
 3 selected the cheaper plan, where he was an employee
 4 agreement rather than the more expensive independent
 5 contractor arrangement?
 6 MR. COLLINS: Objection to the form.
 7 A. I'm aware that he did not do any such
 8 thing.
 9 Q. Okay. And who told you that?
 10 A. Wayne.
 11 Q. Okay. So he did not select an employer
 12 arrangement to save money on health care expenses;
 13 is that your understanding?
 14 A. He didn't get involved in one plan or
 15 the other.
 16 Q. All right.
 17 Were you aware that Oliver North's
 18 wife had medical issues and medical expenses?
 19 A. I would -- as a courtesy, you know, I
 20 would ask him how his wife's doing. You know, I
 21 mean, we're both up in age, but I do that with half
 22 the board members.

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1 (Cotton Exhibit 22, e-mail chain/attachment,
 2 Arulanandam/Fischer, 4.18.2019, NRA-AMc_0005053, was
 3 marked for identification.)
 4 Q. Let's have marked Exhibit 22 an e-mail
 5 dated April 18, 2019 from Andra Fischer to Andrew
 6 Arulanandam.
 7 THE WITNESS: Excuse me just a
 8 second. He's trying to find out if there's an
 9 earlier -- ah.
 10 (Off the record.)
 11 Q. I'm showing this only for a limited
 12 purpose. Looking at the second page, there's a memo
 13 from Wayne LaPierre, subject Outside Counsel. And
 14 it states in the first paragraph, "As you know, the
 15 association is confident that its retention of the
 16 Brewer firm is valid and acknowledged by the board.
 17 Indeed, we have obtained the opinion of an
 18 independent counsel to this effect."
 19 Do you know anything about obtaining
 20 an independent counsel opinion on the retention of
 21 the Brewer firm?
 22 A. I'm sorry, Dave. Where are you?

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1 Q. The first paragraph beginning with the
 2 second sentence.
 3 A. Okay.
 4 Q. Do you know anything about gaining the
 5 opinion of an independent counsel?
 6 A. Yeah, that's the letter I was talking
 7 about earlier. I didn't know who it was, but they
 8 looked into the validity of the contract.
 9 Q. Okay. Did they look into the amount of
 10 the bills?
 11 A. That, I don't know.
 12 Q. Okay.
 13 (Cotton Exhibit 23, e-mail chain,
 14 Dickinson/Arulanandam, 5.15.2019,
 15 NRA-AMc_00069617-618, was marked for
 16 identification.)
 17 Q. Let's have marked as Exhibit 23 e-mails
 18 involving Rolling Stone magazine.
 19 A. Come on, Dave! Don't type this. That's
 20 as funny as Schumer.
 21 Q. In Exhibit 23, which is dated May 15,
 22 2019, subject NRA Leaked Documents, Tim Dickinson of

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1 the Rolling Stone magazine senior writer is asking
 2 Andrew Arulanandam about the NRA leaked documents.
 3 And his second paragraph there is, "He says that
 4 Meadows and Cotton 'outright lied' in saying the
 5 board was fully briefed on the alleged spending
 6 improprieties at NRA. These statements have
 7 maliciously, recklessly and purposely put me and
 8 uninformed board members in legal jeopardy."
 9 Do you see that?
 10 A. I see it.
 11 Q. Do you know what he is referring to
 12 about what he's calling Meadows and Cotton's
 13 outright lie?
 14 A. He's referring to a press release that
 15 was sent out.
 16 Q. Did you prepare that press release, or
 17 was that prepared for you?
 18 A. I didn't type it. I approved it.
 19 Q. Is that the press release where you said
 20 that the board members were fully aware of these
 21 spending issues?
 22 A. I don't remember which press release it

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1 was. But just for clarification, this Tim Dickinson
 2 is not the one making that statement. It was made
 3 by board member Allen West.
 4 Q. Correct.
 5 A. Who didn't bother to attend the audit
 6 committee meeting where all of this was discussed.
 7 Q. And you think these were discussed --
 8 which was -- what audit committee meeting was that?
 9 A. This would have been the audit committee
 10 meeting at the -- conducted during the annual
 11 meeting week.
 12 MR. DICKIESON: Counsel, I don't
 13 think we have seen that audit committee.
 14 MS. LANDES: I can give you a
 15 collection date on that after.
 16 THE WITNESS: You're not going to
 17 have a report that talks about that because it was
 18 all in executive session.
 19 MS. LANDES: Right. Right.
 20 BY MR. DICKIESON:
 21 Q. Is Allen West on the audit committee?
 22 A. No.

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1 Q. So how would he know what's going on in
 2 executive session?
 3 A. That's the point. He didn't bother to
 4 attend the meeting. He was glad-handing trying to
 5 run for chair of the Texas Republican Party. He
 6 wasn't even there.
 7 Q. So -- but if this is not information
 8 known to all of the NRA board members, and it's done
 9 in executive session of the audit committee, how
 10 would any non-audit committee member know about
 11 these expenses?
 12 A. Any board member can attend our
 13 committee meetings, even when they're in executive
 14 session. The only people that are excluded are
 15 non-board members.
 16 Q. That's -- I'm pausing because that's
 17 different than what we have been told in other
 18 depositions.
 19 That's your understanding, is that
 20 any NRA board member can attend any closed session
 21 of any audit committee meeting?
 22 A. It's not my understanding. It's the way

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1 I run the audit committee.
 2 Q. Okay. Is that the way the finance
 3 committee is run as well?
 4 A. Yes.
 5 Q. Okay. Is there any effort to
 6 disseminate among the non-attending board members
 7 what happens in the closed session of the audit
 8 committee?
 9 A. Yes.
 10 Q. And how is that done?
 11 A. When I present the audit committee
 12 report, I will advise -- in executive session, all
 13 non-board members have to leave. I will advise them
 14 of things that were discussed, but did not result in
 15 what we call action items that would be reflected in
 16 the report.
 17 And in this particular meeting, I
 18 went over -- went over pretty much what I had said
 19 in the audit committee meeting. I'm sorry, not what
 20 I said. What was discussed in the audit committee
 21 meeting. And once you give your -- this is not just
 22 me, this is everybody. Once the chairman gives a


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1 report, then you stand for questions.
 2 Q. And that's during the general NRA board
 3 meeting in executive session; is that what you're
 4 saying?
 5 A. Yes.
 6 MR. DICKIESON: That's all the
 7 questions I have.
 8 MR. COLLINS: Okay. We'll reserve
 9 our questions.
 10 (SIGNATURE not waived.)
 11 (CONCLUDED, 6:12 p.m.)
 12
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1 ACKNOWLEDGMENT OF DEPONENT
 2
 3 I, CHARLES COTTON, do hereby acknowledge that
 4 I have read and examined the foregoing testimony,
 5 and the same is a true, correct and complete
 6 transcription of the testimony given by me and any
 7 corrections appear on the attached Errata sheet
 8 signed by me
 9
 10
 11 _____
 12 (DATE) (SIGNATURE)
 13
 14
 15
 16
 17
 18
 19
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 21
 22

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1 CERTIFICATE OF COURT REPORTER
 2
 3 I, Marjorie Peters, Registered Merit
 4 Reporter, Certified Realtime Reporter, Notary Public
 5 the Commonwealth of Virginia, before whom the
 6 foregoing deposition was taken, do hereby certify
 7 that the foregoing transcript is a true and correct
 8 record of the testimony given; that said testimony
 9 was taken by me stenographically and thereafter
 10 reduced to typewriting under my direction and that I
 11 am neither counsel for, related to, nor employed by
 12 any of the parties to this case and have no
 13 interest, financial or otherwise, in its outcome.
 14 I further certify that signature was not
 15 waived by the witness.
 16
 17 IN WITNESS WHEREOF, I have hereunto set my
 18 hand this 14th day of February, 2020.
 19
 20 
 21 Marjorie Peters, RMR, CRR
 22 My Commission expires on October 10, 2020.

1 E R R A T A S H E E T

2 I N R E :

3 D E P O N E N T :

4 R E T U R N B Y :

5 = = = = =

6 P A G E / L I N E C O R R E C T I O N A N D R E A S O N

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18 (D A T E) (D E P O N E N T S I G N A T U R E)

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22 (D A T E) (N O T A R Y P U B L I C)