

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

IN RE: ) Case No. 21-30085-hdh11  
) (Jointly Administered)  
) Chapter 11  
)  
NATIONAL RIFLE ASSOCIATION ) Courtroom 1  
OF AMERICA AND SEA GIRT LLC, ) 1100 Commerce Street  
) Dallas, Texas 75242-1496  
Debtors. )  
) April 8, 2021  
) 9:03 a.m.  
) (MORNING SESSION)

TRANSCRIPT OF CONTINUED HEARING RE: MOTION FOR APPOINTMENT OF EXAMINER FILED BY CREDITOR PHILLIP JOURNEY (114); MOTION TO DISMISS CASE FILED BY CREDITOR ACKERMAN MCQUEEN, INC. (131); MOTION TO DISMISS CASE FILED BY INTERESTED PARTY ATTORNEY GENERAL OF THE STATE OF NEW YORK (155); MOTION TO APPOINT TRUSTEE FILED BY INTERESTED PARTY ATTORNEY GENERAL OF THE STATE OF NEW YORK (163); MOTION TO APPOINT TRUSTEE FILED BY CREDITOR DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL FOR THE DISTRICT OF COLUMBIA (214); MOTION TO DISMISS CASE MOTION IN SUPPORT OF STATE OF NEW YORK'S MOTION TO DISMISS FILED BY CREDITOR DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL FOR THE DISTRICT OF COLUMBIA (423)  
BEFORE HONORABLE JUDGE HARLIN DeWAYNE HALE  
UNITED STATES CHIEF BANKRUPTCY COURT JUDGE

ECRO: Shanette D. Green

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(An attorney from the debtor or interested party above has given an oral appearance, some representing members from their team are present. As represented by a previous hearing, those attorneys are listed, some or all may have attended the hearing. Other attorneys may have been appearing although did not place a formal appearance on the record.)

\* \* \*

INDEX

<u>WITNESSES</u>		<u>PAGE</u>
WAYNE LAPIERRE		
Direct Examination continued by Mr. Sheehan		11
Cross-Examination Mr. Gruber		69
<u>ACKERMAN MCOQUEEN EXHIBITS</u>	<u>ID</u>	<u>EVID</u>
11 Employment agreement (LaPierre)	87	--
35 North Correspondence to NRA Audit Committee	54	57
40 Leadership quotes	97	108
51 Notice to Board re: bankruptcy	99	--
83 Brewer Invoice	--	67**
84 Press Release	97	97
<u>NYAG's EXHIBITS</u>	<u>ID</u>	<u>EVID</u>
53 Fourth amendment between NRA and Allegiance Creative Group	11	--
123 Independent consulting agreement (Phillips)	36	--
322 Ex-Employee Contractor Consultant Agreement	45	49*
329 Letter North to Frazer/Cotton	57	--
<u>NRA's EXHIBITS</u>	<u>ID</u>	<u>EVID</u>
N/A		

\*The Court admitted through to the signature by the NRA of the agreement only

\*\*The parties are to redact the private information, reiterated again by the Court on Page 83

1 THE COURT: Good morning. This is the Bankruptcy  
2 Court in Dallas in the National Rifle Association case.

3 I'm starting the morning off wrong, I don't have my  
4 check-in sheet, so let's just do this the old fashion way.  
5 I'll take appearances.

6 MR. GARMAN: Your Honor, Greg Garman appearing for  
7 the debtors. The same crew from my team, and I understand that  
8 Mr. Neligan will be joining me later this morning, and then  
9 finally Kent Correll, Mr. LaPierre's personal attorney, is in  
10 our trial room.

11 THE COURT: Welcome back.

12 MR. GRUBER: Judge, Mike Gruber and Brian Mason are  
13 on the conference this morning.

14 THE COURT: Welcome back to you.

15 MR. GRUBER: Thank you.

16 MR. SHEEHAN: Your Honor, this is Jim Sheehan from  
17 the Attorney General's Office in New York, and I'm accompanied  
18 by Mr. Gerrit Pronske and the team that you saw yesterday.

19 THE COURT: Welcome to you.

20 MR. LAPIERRE: And, Your Honor, Wayne LaPierre. I'm  
21 here on behalf of the NRA.

22 THE COURT: Welcome back.

23 MR. WATSON: Your Honor, Jermaine Watson of Bonds  
24 Ellis Eppich Schafer Jones, along with Clay Taylor,  
25 representing -- representing Phillip Journey and some other

1 Board members and a former Board member.

2 THE COURT: Welcome back, Mr. Watson.

3 MR. WATSON: Thank you, Judge.

4 THE COURT: Welcome.

5 MS. LAMBERT: Good morning, Judge Hale. This is Lisa  
6 Lambert, I'm here on behalf of the United States Trustee. With  
7 me is Liz Young, and Marc Salitore will be in and out. And Mr.  
8 Bublick will be joining us later this afternoon when Ms. Young  
9 has to leave.

10 THE COURT: Welcome back.

11 MR. DRAKE: Good morning, Your Honor. This is Scott  
12 Drake, along with Lou Strubeck from Norton Rose Fulbright on  
13 behalf of the Official Committee of Unsecured Creditors.

14 THE COURT: Welcome back to you.

15 MR. BUCHANAN: Your Honor, this is Thomas Buchanan,  
16 I'm here on behalf of Christopher Cox.

17 THE COURT: Welcome back to you, Mr. Buchanan.

18 MR. BUCHANAN: Thank you, Your Honor; good morning.

19 THE COURT: Anyone else wish to make an appearance?

20 MS. JACKSON: Your Honor, this is Katherine Jackson.  
21 I'm appearing on behalf of the District of Columbia Attorney  
22 General.

23 THE COURT: Good morning.

24 MS. JACKSON: Good morning, Your Honor.

25 THE COURT: All right. Let me -- at least paraphrase

1 what I said at the end of the day yesterday about taping,  
2 video, or images, and things like that. That's strictly  
3 prohibited, and you cannot use those in any kind of broadcast.

4 I hope that that was clear yesterday. I was  
5 disappointed to hear that that was going on yesterday  
6 afternoon.

7 All right, I think we're at Mr. LaPierre's continued  
8 examination. Is there anything that we need to talk about  
9 before I swear him in again?

10 MR. PRONSKE: Your Honor --

11 UNIDENTIFIED ATTORNEY: No, Your Honor. I'm sorry,  
12 Gerrit.

13 MR. PRONSKE: Your Honor, if I could, I just -- I  
14 thought it might be helpful for the Court if we give you a  
15 little bit of a -- kind of a preview of where we're going in  
16 timing.

17 So we're obviously going to finish with Mr. LaPierre  
18 today, and then to further try to streamline things, we are  
19 going to -- instead of calling Sonya Rowling, we were going to  
20 designate her deposition, and then we'll forego a direct  
21 examination of her, and cross-examine her if they call her.

22 We are submitting Gayle Stanford's deposition by  
23 submission, as I said yesterday, but we're have about a 20-  
24 minute clip or highlight reel that we want to show, if there's  
25 time this afternoon.

1           And then, of course, we have the hearing that the  
2 Court is going to have today, so it should round the day out.

3           And then on Tuesday, Your Honor, Judge Journey is  
4 going to testify.

5           And then we will want to examine Craig Spray, who the  
6 debtors accepted a trial subpoena for, and I understand that he  
7 will be produced on Tuesday.

8           Thank you.

9           THE COURT: And then would that be it on the movants'  
10 side, for at least you and Ackerman?

11          MR. PRONSKE: Yes, for our case in chief, yes.

12          THE COURT: Okay. And then --

13          MR. PRONSKE: With reservation of rights obviously to  
14 call rebuttal witnesses.

15          THE COURT: Yeah, while we're -- while we're --

16          MR. MASON: Your Honor, I --

17          THE COURT: Go ahead.

18          MR. MASON: I apologize.

19          THE COURT: Go ahead, Mr. --

20          MR. MASON: I was just going to say I think that that  
21 probably will be it for the live witnesses, but obviously  
22 there's the discussions that need to be had with respect to the  
23 various deposition designations, testimony that Ackerman  
24 designated, and there may be a possibility that we would want  
25 to play a short highlight reel of one or two of those



1 witnesses. But, again, it would be very, very brief.

2 THE COURT: All right. Thank you, Mr. Mason.

3 Mr. Watson, do you want to just give me a preview  
4 when the case switches over to Phillip Journey? Do you have  
5 other witnesses?

6 MR. WATSON: Yes, Your Honor. We will be, obviously,  
7 taking the testimony of Phillip Journey, Buz Mills, and Rocky  
8 Marshall, and Esther Schneider.

9 And we believe that we would probably need half a day  
10 to do our case, and that's subject to any questions that any  
11 other parties may have. But we intend to reserve at least half  
12 a day for that.

13 THE COURT: Okay, all right.

14 Mr. Garman, it appears that you're just down to  
15 closing argument then, sorry about that.

16 (Laughter)

17 MR. GARMAN: If that.

18 THE COURT: Yeah, I hope they leave you a little bit  
19 of time on Friday for that. Just, as I said to you the day  
20 before yesterday, don't get anxious. We're finding days past  
21 Friday because, as I said, everybody gets to put on their case,  
22 and this hearing is extremely important to you all, and it's --  
23 as I said yesterday, it's very important to me, too, that we  
24 all try to get this right.

25 I do want to give you one day -- a series of days to

1 be thinking about. We're moving around some folks to take care  
2 of you, but it looks like we can get back to you on the 20th,  
3 which is just the following week. I think it's -- it may be  
4 Tuesday of the following week, and it looks like we'll have  
5 time on the 20th, the 21st, 22nd, and 23rd. Would you be a  
6 little bit patient with me, like you were yesterday, where I  
7 may have to have a short hearing while you're standing by, but  
8 I just can't imagine us not being able to finish with that  
9 amount of time. I don't know exactly what you're going to do,  
10 Mr. Garman, but I expect you have some time that you're going  
11 to need.

12 MR. GARMAN: Yes, sir. Subject to the examination of  
13 obviously cross, I believe I have two days of testimony to put  
14 on, so that seems like it should work fine.

15 THE COURT: Okay. So everybody in -- we'll fill in  
16 the blanks later on this. One of these days is already an  
17 omnibus day for NRA, I think, the 21st is. So -- but the 20th  
18 is a Tuesday, let's be planning on starting back at 9 o'clock  
19 that day, okay?

20 All right, okay. Let me just say, again, this is  
21 helpful to me, and I appreciate your making efforts to do that.

22 All right. Anything else that we need to talk about  
23 before we recommence examination of Mr. LaPierre?

24 (No audible response heard)

25 THE COURT: Okay. Mr. LaPierre, can you hear me?

LaPierre - Direct/Sheehan

11

1 MR. LAPIERRE: Yes, Your Honor.

2 THE COURT: All right. I'm going to swear you in.  
3 You're probably still under oath, but let's just make it  
4 official.

5 WAYNE LAPIERRE, SWORN

6 THE COURT: All right. Mr. Sheehan.

7 MR. SHEEHAN: Good morning, Your Honor.

8 DIRECT EXAMINATION CONTINUED

9 BY MR. SHEEHAN:

10 Q Good morning, Mr. LaPierre.

11 A Good morning.

12 Q I ask you to pull up at this point Exhibit 53. That is  
13 New York AG Exhibit 53.

14 (Pause)

15 Q Do you have it up, Mr. LaPierre?

16 A Yes, we do; I'm looking at it right now.

17 Q Okay. I'm not trying to rush you, I just want to make  
18 sure you have it. Let me know when you're ready.

19 A I'm ready.

20 Q All right. Would you agree this is the fourth amendment  
21 to the agreement between the NRA and Allegiance Creative Group?

22 A I would agree it's one of the amendments, yes, fourth  
23 amendment.

24 Q The fourth amendment. And if you turn to Page 5 of those  
25 documents, you'll see a signature on Page 5, do you see that?

1 A I do.

2 Q And that's -- that is your signature, is it not?

3 A That is my signature.

4 Q And you signed this contract on January 3rd, 2019?

5 A Yes, I did.

6 Q And you're not aware of any subsequent written amendments  
7 to this contract, is that correct?

8 A I -- I'm not.

9 Q Thank you.

10 A Although we are going through all of these contracts and  
11 update -- updating them.

12 Q Mr. -- Mr. LaPierre, could I ask you to confine your  
13 answer to the question? So let's go back a second to the --  
14 one of the issues we talked about yesterday, which is the  
15 excess benefit transactions, which are on the 2019 IRS 990,  
16 Exhibit 8. And I don't -- you don't need to look at that  
17 document for this examination unless you want to.

18 With respect to the flights that were examined and  
19 amount calculated that you had to repay, you don't know, do  
20 you, why some flights were only partially reimbursed?

21 A They were -- they were --

22 MR. GARMAN: Objection. I object, Your Honor.  
23 Assumes facts not in evidence.

24 Q Do you know --

25 MR. SHEEHAN: Your Honor, let me rephrase.

LaPierre - Direct/Sheehan

13

1 THE COURT: Rephrase your question, please.

2 BY MR. SHEEHAN:

3 Q Do you know, Mr. LaPierre, whether you had to pay for all  
4 the flights which were examined by whoever examined them?

5 A I had to pay for all the flights where it was appropriate  
6 under the excess benefit law that I needed to pay excess  
7 benefits it was determined.

8 Q All right. And certain of the flights you were not  
9 required to repay -- repay in full, correct?

10 A Right, the NRA requires that I travel private for  
11 business --

12 MR. SHEEHAN: Your Honor, I object and request that  
13 the answer after "yes" be stricken.

14 THE COURT: Sustained.

15 BY MR. SHEEHAN:

16 Q So certain of the flights you're required to pay 100  
17 percent back, correct?

18 A Correct.

19 Q And certain of the flights, you're only required to pay a  
20 portion back, correct?

21 A Correct.

22 Q And you don't know what the basis was for calculating the  
23 percentage -- the amount that you had to pay back, is that  
24 correct?

25 A No, I did not do the calculation.

LaPierre - Direct/Sheehan

14

1 Q But you don't know how the calculation was made, do you?

2 A No, I -- no, I don't.

3 Q Do you know whether the calculation was done of what you  
4 had to repay included Gayle Stanford's fee --

5 A I don't

6 Q -- for -- I'm sorry, okay. Let me try -- I'm -- I  
7 apologize, I didn't quite finish my question. You don't know  
8 whether the invoices that you had to repay included Gayle  
9 Stanford's travel agent fee, correct?

10 A I don't.

11 Q And you really don't know the methodology used to  
12 determine what were excess benefits on the flights, correct?

13 A I don't.

14 Q And you do know that meals, tickets, hotels, and gifts  
15 were excluded from the calculation, correct?

16 A I do. It was airfare.

17 Q Mr. LaPierre, do you recall purchasing --

18 UNIDENTIFIED ATTORNEY: I'm sorry. I'm sorry, Your  
19 Honor, the broadcast live stream is back.

20 THE COURT: Thanks for telling me that. We can --  
21 let me take care of it.

22 (Pause)

23 MR. SHEEHAN: I'm sorry, Your Honor, can I proceed?

24 THE COURT: We're still -- we're working on that.  
25 Just a second.

LaPierre - Direct/Sheehan

15

1 MR. SHEEHAN: Thank you, Your Honor.

2 (Pause)

3 THE COURT: We've terminated it. Let's see if that  
4 works.

5 Mr. Garman, you apparently are able to tell us  
6 quickly; if it happens again, would you do that?

7 MR. GARMAN: Of course, sir.

8 THE COURT: Thank you.

9 BY MR. SHEEHAN:

10 Q Mr. LaPierre, with respect to the meals, tickets, hotels,  
11 and gifts that were excluded, did you direct that those meals,  
12 tickets, gifts, and hotels be excluded from the evaluation of  
13 the excess benefit calculation?

14 A You're saying -- I don't know what you're talking about in  
15 terms of meals, gifts, and whatever. I mean a lot of these  
16 trips were for business purposes, most of them. And so I --  
17 you'd have to be specific.

18 Q All right. Do you recall purchasing from Neiman Marcus in  
19 Tysons Corner, Virginia a Chanel (indiscernible) triple strand  
20 necklace back in 2018?

21 A I believe my wife bought that as an NRA gift to Shikar  
22 auction to donate it to the Shikar Auction.

23 MR. SHEEHAN: Your Honor, move to strike --

24 A Which I provided the backup for it.

25 THE COURT: I think he was trying to answer the

1 question.

2 MR. SHEEHAN: Your Honor, I'd move to strike.

3 THE COURT: Overruled.

4 BY MR. SHEEHAN:

5 Q Mr. LaPierre, you spent \$1,350 on that necklace, correct,  
6 plus tax?

7 A I believe that -- I believe that's right.

8 Q All right. And you then donated that necklace to the  
9 Shikar -- Shikar Club, correct?

10 A NRA donated it to Shikar Safari as -- as -- we needed to  
11 provide an auction item, and I actually came back with a  
12 \$3 million check for the NRA from that meeting.

13 MR. SHEEHAN: Move to strike the answer, Your Honor.

14 THE COURT: Sustained.

15 MR. GARMAN: Your Honor, regrettably, the video is  
16 back.

17 THE COURT: Yeah, we have a different way of handling  
18 this.

19 MR. GARMAN: I will say, it just dropped off, but it  
20 was back.

21 THE COURT: Yeah, we terminated it again.

22 (Pause)

23 THE COURT: Let us try to stay on this for a little  
24 while. There's a different way of doing it, but it's more  
25 complicated. So my law clerk is going to watch it, but if you



LaPierre - Direct/Sheehan

17

1 would just flag it if you would, Mr. Garman.

2 Thank you. I'm sorry, Mr. Sheehan, if you would  
3 start over.

4 MR. SHEEHAN: Thank you, Your Honor.

5 BY MR. SHEEHAN:

6 Q Do you know Gayle Stanford?

7 A I do.

8 Q And how do you know Gayle Stanford?

9 A She's provided travel services for the NRA going back to  
10 the Charlton Heston years.

11 Q And she has provided travel services for you, correct?

12 A That's correct.

13 Q And you've flown exclusively by private charter now for  
14 several years, correct?

15 A That's correct.

16 Q Since at least 2013?

17 A That's correct.

18 Q And Ms. Stanford has arranged your travel exclusively, is  
19 that correct?

20 A That's correct.

21 Q The NRA uses a different travel agency for its other  
22 employees, correct?

23 A That's correct.

24 Q And that was the MacNair Agency, correct?

25 A That's correct.

1 Q Ms. Stanford stopped providing you and the NRA with travel  
2 services in early 2020, correct?

3 A Did you say was -- is not providing?

4 Q At -- at -- at the beginning -- as of the beginning of the  
5 pandemic, did Ms. Stanford stop providing services to you?

6 A That's correct.

7 Q And you haven't used any travel services from her since at  
8 least March of 2020.

9 A I have not.

10 Q Does she still have a contract with the NRA?

11 A She does not.

12 Q When you booked travel through Ms. Stanford, would you  
13 usually make those arrangements with her directly?

14 A I would.

15 Q And you'd call her by phone yourself?

16 A I would.

17 Q Would it be fair to say that when you -- when she was your  
18 travel consultant, you spoke with her on a regular basis?

19 A It would.

20 Q When you -- when you called her, you would provide her  
21 with the information about where you were going, correct?

22 A Correct.

23 Q Did you ever put any of those communications with Ms.  
24 Stanford in writing?

25 A I didn't; we did it in telephone calls.

LaPierre - Direct/Sheehan

19

1 Q Would it be fair to say you spoke with her every couple of  
2 weeks at least?

3 A Well, I was traveling constantly, like 40 weeks a year on  
4 the road for the NRA, so, yes, I spoke with her a lot.

5 Q And would you do trip-by-trip, that is that one phone call  
6 for one trip, or -- let me try that again. Would it be one  
7 phone call for one trip?

8 A It depends.

9 Q And what record would you make of your telephone calls to  
10 Ms. Stanford?

11 A Well, I wouldn't make a record. She would follow-up with  
12 a -- with what she put together.

13 Q And would you submit to the travel function at the NRA,  
14 the charges for those trips that Ms. Stanford provided?

15 A No, Ms. Stanford would send the invoices to the  
16 Treasurer's office. I submitted my own expenses to NRA for the  
17 trips. She would submit whatever invoice she had to the  
18 Treasurer's office.

19 Q And do you still keep in touch with her?

20 A I've talked with her maybe once or twice in the last  
21 several months.

22 Q Did you call her about a month ago to check in to see how  
23 you were doing?

24 MR. SHEEHAN: I'm sorry; let me rephrase that.

25 Q Did she call you about a month ago to see how you were --

LaPierre - Direct/Sheehan

20

1 A I -- I think she did, yes.

2 Q So in the last year, you've had no more than two phone  
3 calls with Gayle Stanford, is that correct?

4 A I -- I can't remember how many, but I didn't have a lot, I  
5 know that.

6 Q So more than --

7 A We just --

8 Q I'm sorry.

9 A We talked about her -- the fires and what was going on  
10 with her house out there, and stuff like that.

11 Q Okay. Did you speak with Gayle about how to invoice your  
12 travel?

13 A Occasionally.

14 Q All right. Do you know why she sent separately monthly  
15 invoices to the NRA and NRA-ILA for the same services?

16 A I don't.

17 Q Your niece lives in Nebraska, correct?

18 A That's correct.

19 Q And you sometimes picked her up or dropped her off on the  
20 private flights, that is the private charters, correct?

21 A That's correct. She's an employee of the Women's and  
22 Leadership Forum, and --

23 MR. SHEEHAN: Your Honor --

24 A -- yes, we did.

25 Q Okay. And the NRA paid for those flights for her,

1 correct?

2 A Yes. Yes, they did.

3 Q And the NRA also paid for flights for her husband by  
4 himself, correct?

5 A Well, occasionally, and they -- I reimbursed NRA for  
6 those.

7 MR. SHEEHAN: Your Honor, I move to strike everything  
8 after "occasionally."

9 THE COURT: Sustained.

10 BY MR. SHEEHAN:

11 Q Isn't it correct also that the NRA paid for tens of  
12 thousands of dollars for a hair stylist to provide make-up  
13 services to your spouse?

14 A I don't know what NRA paid for. Those were all booked by  
15 Ackerman McQueen, my -- my wife never saw the invoices. She's  
16 a volunteer for the Women's and Leadership forum and --

17 MR. SHEEHAN: Your Honor, move to strike after --  
18 after the -- I don't know.

19 A I -- I --

20 THE COURT: Sustained.

21 A I don't know the answer to that. I never saw the  
22 invoices. They were Ackerman McQueen booked.

23 THE COURT: Mr. LaPierre, we're trying to finish your  
24 testimony today, so I would ask, like we did yesterday --

25 THE WITNESS: Yes, sir.

LaPierre - Direct/Sheehan

22

1 THE COURT: -- that you just listen to the question  
2 and answer it. Mr. Garman's going to get a chance to ask you  
3 questions.

4 THE WITNESS: Yes. Yes, Your Honor.

5 BY MR. SHEEHAN:

6 Q The NRA also paid for tens of thousands of dollars for  
7 black car services for you and your family, correct?

8 A The NRA paid for a -- for pickups and car services.

9 Q For you and for your family, correct?

10 A Yes. Yes.

11 Q Do you know if those vouchers -- do you know whether those  
12 charges were examined by whoever did the examination of the  
13 excess benefits for purposes of the 990 Schedule L?

14 A I believe they were.

15 Q Were you disciplined by the NRA for receiving \$300,000 in  
16 improper excess benefits?

17 MR. GARMAN: Your Honor, I object to the  
18 characterization of "improper." Excess benefits are simply a  
19 tax item.

20 THE COURT: Restate your question.

21 MR. SHEEHAN: Sure.

22 Q You received \$300,000 in excess benefits, correct?

23 A Correct.

24 Q And the -- were you disciplined for receiving those excess  
25 benefits?

1 A Once I was informed that they were excess benefits, I  
2 immediately paid them back.

3 Q Okay. So were you disciplined for receiving the excess  
4 benefits?

5 A I made a -- I learned I -- something I didn't know, but it  
6 was an excess benefit. I made the mistake.

7 MR. SHEEHAN: Objection, Your Honor.

8 A I corrected the --

9 MR. SHEEHAN: Move to strike the answer as non-  
10 responsive.

11 THE COURT: Just answer the question, sir.

12 A Yes, I was disciplined; I paid it back.

13 Q Thank you. Let's move on to the next topic. You promoted  
14 Chris Cox to the position of Director of ILA, correct?

15 A I'm sorry, Mr. Sheehan, I --

16 Q Wasn't I -- you made the decision to promote Christopher  
17 Cox.

18 A Promote, yes, sir, I did.

19 Q And I apologize, you anticipated my question, and you  
20 anticipated correctly, but it's tough with the record if we're  
21 both talking at the same time.

22 A I'm sorry.

23 Q And remind us again what the Director of the ILA does at  
24 the NRA.

25 A The Director of ILA is responsible for running the

1 political and legislative affairs of the National Rifle  
2 Association.

3 Q Which is a -- it's a critical task for the NRA, correct?

4 A Correct.

5 Q And you worked together with Christopher Cox for 15 years  
6 on the NRA's public agenda, correct?

7 A I did.

8 Q And you recall testifying that you once considered  
9 Christopher Cox to be a man of integrity?

10 A Yes, I did.

11 Q And that he was a good man.

12 A Yes, I wouldn't have hired him if I didn't believe that.

13 Q You also testified "respected Chris's judgment on  
14 political and lobbying issues."

15 A That's correct, I thought Chris had good judgment, and I -  
16 - I -- that's why I put him in the chair.

17 Q And you respected the work that he was doing on the Hill.

18 A I did.

19 Q And you told him that you saw him as a potential  
20 successor, correct?

21 A I did.

22 Q You told Mr. Cox that you planned to fire Mr. Powell in  
23 2017, correct?

24 A I told Mr. Cox that I -- well, I knew there were issues  
25 with Josh -- Josh Powell that I was dealing with.



1 Q Did you tell Mr. Cox in 2017 that you had planned to fire  
2 Mr. Powell?

3 A I think I may have told Mr. Cox that it may end up going  
4 in that direction.

5 Q Mr. Cox -- you -- I'm sorry. You agreed to a contract  
6 from Mr. Cox that provided for payment of over \$2 million over  
7 a number of years after you resigned, is that correct?

8 A That contract was -- I agreed to it, it was negotiated by  
9 Colonel North and the other officers.

10 MR. SHEEHAN: Your Honor, move to strike everything  
11 after "I agreed to it."

12 THE COURT: Sustained.

13 MR. GARMAN: Your Honor, I would actually like to  
14 revisit that one. The question was you agreed to a contract  
15 from Mr. Cox. I believe the answer is simply -- was he signed  
16 it, but explained someone else negotiated it. I believe it to  
17 be responsive, but --

18 THE COURT: You'll have him on -- well, actually it's  
19 cross or redirect, whichever you want. I'll stick with my  
20 ruling.

21 MR. GARMAN: Yes, sir. Yes, sir.

22 BY MR. SHEEHAN:

23 Q The NRA stopped paying on the contract with Christopher  
24 Cox after the first payment, correct?

25 A Correct.

1 Q And the NRA has been involved in an arbitration proceeding  
2 with Mr. Cox since the fall of 2019, correct?

3 A That is correct.

4 Q And the NRA has spent over \$6 million to the Brewer firm  
5 to litigate that contract, is that correct?

6 A That -- I'm not sure of the exact figure, but that -- we  
7 have been paying the Brewer firm to litigate that.

8 Q Is six million about what you would expect?

9 A It's quite possible it's in that range.

10 Q And the NRA has also paid \$1.8 million in fees to Mr.  
11 Cox's counsel, correct?

12 A Yes, I believe we have.

13 Q During the time that Mr. Cox was the head of ILA, did he  
14 report to you at the NRA?

15 A He did.

16 Q Did you ever do a performance evaluation of Mr. Cox?

17 A I worked with Mr. Cox literally every week, so I'm -- a  
18 performance evaluation was ongoing.

19 Q Did you ever do a written performance evaluation of his  
20 services?

21 A I don't think I did.

22 Q Mr. Cox raised concerns with you about the cost of the  
23 Ackerman contracts, correct?

24 A The cost of the Ackerman contracts?

25 Q Yes.

LaPierre - Direct/Sheehan

27

1 A I believe he did.

2 Q Mr. Joshua Powell, you selected Mr. Joshua Powell as your  
3 Chief of Staff in 2016, correct?

4 A I did.

5 Q And prior to that time, he had been on the Board of the  
6 NRA?

7 A He was a Board member of the National Rifle Association.

8 Q And he -- promoting him to be your Chief of Staff was  
9 shortly after you went on a ducks hunting trip with him,  
10 correct?

11 A The -- yeah, I was on a duck hunting trip with him filing  
12 the Under Wild Skies television program.

13 MR. SHEEHAN: Move -- move to strike everything after  
14 "with him" --

15 THE COURT: Overruled.

16 MR. SHEEHAN: -- Your Honor.

17 THE COURT: Overruled.

18 BY MR. SHEEHAN:

19 Q When -- isn't it true, Mr. LaPierre, that when a line  
20 employee at the NRA is hired, there is a background and  
21 financial check?

22 A Our Human Resources Office does a -- does a check.

23 Q But in the case of Mr. Powell, there was no financial  
24 background check on him before he was hired, correct?

25 A I'm not sure, I think that may be correct.

LaPierre - Direct/Sheehan

28

1 Q All right; thank you, Mr. LaPierre. And you subsequently  
2 learn after hiring him that he had a string of financial  
3 failures in his past, correct?

4 A I didn't know that at the time. I thought he had a  
5 successful business, and was -- had a lot of good ideas in  
6 terms of where NRA needed to go in terms of business proposals.

7 Q And no one checked to find out whether those business --  
8 never mind, let's move on.

9 When did you first learn of Mr. Powell's lawsuits  
10 arising out of his business activities?

11 MR. GARMAN: Your Honor, I object to foundation.

12 THE COURT: I'm sorry, Mr. Garman? I just didn't  
13 hear you.

14 MR. GARMAN: Your Honor, I object. I object on the  
15 basis of foundation to the question.

16 THE COURT: I sustain that.

17 BY MR. SHEEHAN:

18 Q All right, Mr. LaPierre --

19 MR. SHEEHAN: I'm sorry, Your Honor. I can -- I  
20 think I can --

21 THE COURT: Rephrase.

22 MR. SHEEHAN: -- deal with that --

23 THE COURT: Okay.

24 MR. SHEEHAN: -- with rephrasing.

25 Q Mr. LaPierre, did you come to learn that Mr. Powell had a

1 series of lawsuits for unpaid debts in his previous business?

2 A I did not know that. I knew that there was a lawsuit  
3 involving Pete Brownell and somebody else. But Pete actually  
4 recommended him, said he would do a good job.

5 Q Okay. So when did you first learn that there were  
6 lawsuits against Mr. Powell?

7 A I guess when a lot of this stuff started to hit the media.

8 Q All right. So do you get press clips at the NRA, of daily  
9 press about the NRA?

10 A Not -- sometimes, but I don't read a lot of them; there's  
11 so much inaccurate information.

12 Q It was your sole decision to hire Josh Powell as your  
13 Chief of Staff, correct?

14 A It was.

15 Q And you saw him as a change agent, correct?

16 A I did, I saw him as somebody that could help improve  
17 business practices, plus he had very good ideas in regard to  
18 Carry Guard, and I thought he could also work --

19 MR. SHEEHAN: Your Honor, at this point, I'd move to  
20 strike everything after "yes."

21 THE COURT: Sustained.

22 BY MR. SHEEHAN:

23 Q After less than a year on the job as Chief of Staff, you  
24 fired -- let me go back. You fired Mr. Kyle Weaver, correct?

25 A I did.

LaPierre - Direct/Sheehan

30

1 Q And you gave his job as Managing Director of General  
2 Operations to Josh Powell, correct?

3 A That's correct.

4 Q And Managing Director of General Operations is the second  
5 highest position on the NRA, is that correct?

6 A It is -- it is -- in the line of succession, it is.  
7 Although the ILA factor is a critical -- critically important.

8 Q And in 2017, you approved payment of salary to Mr. Josh  
9 Powell of \$700,000, correct?

10 A I -- I -- I think it was -- I think it was six fifty.

11 Q All right. And that was a substantial increase from the  
12 salary the previous year, isn't that correct?

13 A That's -- that's correct.

14 Q With respect to Mr. Powell, you also authorized the  
15 payment of travel expenses between Michigan and Virginia,  
16 correct?

17 A When he was first hired, I know that we -- we -- NRA  
18 authorized travel expenses back and forth because his family  
19 was back home.

20 Q Okay. And you also authorized the rental of an apartment  
21 in Virginia for him, correct, paid for by the NRA?

22 A I believe -- I believe NRA did.

23 Q And he was allowed to go home -- let me go back. He did  
24 not work on Fridays at the NRA, correct?

25 A I -- I -- I don't -- I didn't -- I don't know that.

1 Q Did you authorize him to take Fridays off so he could go  
2 back with his family in Michigan?

3 A I did not.

4 Q In 2017, isn't it true that Josh Powell arranged for his  
5 wife to be hired as a contractor by McKenna Associates, an NRA  
6 contractor?

7 A I know that now.

8 Q And when you say you know that now, did you know when she  
9 was hired by McKenna that -- did you know when Josh Powell  
10 arranged for her to be hired by McKenna that that had occurred?

11 A No, I did not.

12 Q Did you know in May of 2017 -- 2018 that Josh Powell had  
13 hired -- arranged for the hiring of his wife, Ms. Gallagher, at  
14 the McKenna vendor?

15 A I heard it about at that time, and I thought he needed to  
16 disclose it, and I wasn't -- wasn't happy about it.

17 Q So to the best of your knowledge, at the time when Mr.  
18 Powell hired his wife -- arranged for the hiring of his wife by  
19 McKenna, you were not told that that was occurring, correct?

20 A That's correct.

21 Q And when you learned about it in -- after she had been  
22 hired, you directed him to make a disclosure.

23 A Yes, it needed to be disclosed.

24 Q Did you take any --

25 A Other people directed, too. A lot of us did.

LaPierre - Direct/Sheehan

32

1 Q Did you take any disciplinary action with respect to Mr.  
2 Powell arranging for the hiring of his wife by McKenna?

3 A Other than to make sure it was disclosed --

4 Q Okay. Is that a no?

5 A It's a no.

6 Q Okay; thank you, Mr. LaPierre. Do you -- did you know  
7 that the total cost of Colleen Gallagher's services were being  
8 passed through to the NRA by McKenna?

9 A I did -- I did not. I know McKenna had a contract with  
10 the NRA.

11 Q Correct. But did you know that the total cost of Colleen  
12 Gallagher's services were -- were passed through and charged to  
13 the NRA?

14 A I did not know that.

15 MR. GARMAN: Your Honor, I object to -- I do object  
16 to the question, it assumes facts not in evidence and  
17 foundation.

18 THE COURT: Sustained.

19 BY MR. SHEEHAN:

20 Q Mr. LaPierre -- I'm sorry. Mr. LaPierre, when did you  
21 first find out -- let me -- we'll go back a step. Do you know  
22 that the NRA was paying for the services of McKenna -- did you  
23 know that McKenna was billing the NRA for the total cost of  
24 Colleen Gallagher's services?

25 A I did not know that. I knew we had a major contract with



1 McKenna, I didn't know the specifics of it.

2 Q Did you authorize Mr. Powell to sign NRA contracts with  
3 McKenna after they hired his wife?

4 A I know that Josh Powell negotiated a contract with  
5 McKenna, and it -- I -- it -- he probably shouldn't have given  
6 this fact his wife was working over there.

7 Q When did Mr. Powell -- Mr. Powell did not make -- in 2018,  
8 you removed Mr. Powell from his position as Managing Director  
9 of General Operations, correct?

10 A I did.

11 Q And you then appointed Mr. Powell to be your Chief  
12 Strategist and Head of Compliance in 2018, correct?

13 A He wasn't the Head of Compliance, he was working on  
14 compliance. Craig Spray and John Frazer were in charge of  
15 compliance, but Josh was working in that area. I did appoint  
16 him Senior Strategist when I removed him from General  
17 Operations.

18 Q And did you remove him from General Operations in response  
19 to complaints from other managers at the NRA?

20 A I did. I removed him from General Operations because I  
21 thought he was abrasive. I thought that his -- it -- it was  
22 not a productive situation for the NRA in terms of its  
23 accomplishing its mission.

24 Q You fired Mr. Powell in January of 2020, correct?

25 A That's correct.

1 Q Did you do it yourself?

2 A I did.

3 Q And that firing was based on his receipt of \$54,904 in  
4 excess benefit transactions?

5 A That's correct.

6 Q Did you ever give Mr. Powell a written job evaluation?

7 A I worked with him on a daily basis. I talked to him about  
8 his -- on a daily basis. I mean when I pulled him out of G.O.  
9 and got him out of that, I think that pretty much speaks for  
10 itself that it was monitoring what he was doing and evaluating  
11 him.

12 Q And did you make him your chief liaison with the Brewer  
13 firm after he became your Chief Strategist?

14 A He liaised with the Brewer firm, but so did other  
15 people, including me.

16 Q With respect to Mr. Woody Phillips, he was the CFO and  
17 Treasurer of the NRA for almost three decades, correct?

18 A He was.

19 Q You promoted him to that position, correct?

20 A He was -- he responded to an ad in the Wall Street  
21 Journal, he was actually hired by our Board of Directors back  
22 at one of the Board meeting as Treasurer.

23 Q As CFO, did you -- did you participate in the selection?

24 A I remember Bob Clark, our Chief of Staff, interviewed him;  
25 I met him. We then sent him over to the Board meeting where

LaPierre - Direct/Sheehan

35

1 the Board hired him as Treasurer, and he became CEO [sic] -- C  
2 -- Chief Financial Officer.

3 Q And Mr. Phillips reported directly to you, correct?

4 A Well, he reported directly to the Board as Treasurer, he  
5 reported to me as CFO.

6 Q During the 20 years that he was the CFO and Treasurer, did  
7 you ever give him a formal performance evaluation?

8 A No, I didn't. He was -- he was the Treasurer of the  
9 organization, he was delivering -- every Board meeting, he  
10 would report to the Board of the NRA.

11 MR. SHEEHAN: Your Honor, I'd move to strike  
12 everything after --

13 A I didn't give him a written evaluation.

14 Q Thank you. It's been said by the debtor in this case that  
15 Mr. Phillips was out of his depth as the Treasurer and CFO of  
16 the NRA, do you agree with that assessment?

17 A I think when Mr. Phillips was hired, he's a --

18 MR. SHEEHAN: Your --

19 A I don't agree with that assessment --

20 Q Okay.

21 A -- when I hired him -- when we hired him at NRA.

22 Q Do you agree with that assessment as of 2018?

23 A As of 2018, looking -- looking back, I think he -- he had  
24 become -- he had become lacked on a lot of -- on things that --  
25 and at that point, I believe he -- he -- if he hadn't retired,

1 I think, given that he is -- the fact he moved to Texas, I  
2 think we would have moved on it.

3 Q But you didn't -- he announced his retirement when in  
4 2018?

5 A He made it very clear in early 2018 that he was retiring,  
6 that's why we hired -- we did a search; we hired Craig Spray as  
7 CFO and Treasurer -- as CFO.

8 Q Were you aware -- let me -- at the time that he retired in  
9 the end of 2018, the NRA entered into a consulting contract for  
10 him for \$360,000 a year for four years, isn't that correct?

11 A I was not aware of that.

12 Q Mr. LaPierre, I'll ask you to examine what has been marked  
13 as Exhibit 123.

14 A Yes.

15 Q Now the -- if you look at Page 5 of Exhibit 123, it's -- I  
16 see a signature for what appears to be Peter Brownell, do you  
17 see that?

18 A I do.

19 Q And as of the time this contract was signed in 2018, what  
20 was Mr. Brownell's role at the NRA?

21 A In 2019 [sic], I believe he would have been President.

22 Q And you'll see Mr. Wilson Phillips' signature on Page 6 of  
23 Exhibit 123, correct?

24 A I do.

25 Q And then you'll see a signature by Carolyn Meadows,

1 correct?

2 A Correct.

3 Q Do you recognize Ms. Meadows' signature, too?

4 A I do.

5 Q And is it your testimony, Mr. LaPierre, that this contract  
6 for \$360,000 a year was never reviewed by you?

7 A That's correct.

8 Q And so Mr. Phillips was to receive \$30,000 a month for the  
9 next four years for consulting.

10 A According to that contract, yes, which I was not aware of.

11 Q And isn't it true that you first learned of this contract  
12 when I took your examination in June of 2020?

13 A That may be true, or I may have learned of it as a result  
14 of the self-correction that we were doing, an investigation  
15 that I started on the whole NRA. One or the other, I can't  
16 remember.

17 Q All right. And isn't it true that Mr. Phillips overwrote  
18 internal controls in his capacity as Treasurer during 2016 and  
19 2017?

20 A Looking back, from what I know now, I believe that there  
21 were -- in our self-correction, in our safety check, there were  
22 controls that were overwritten.

23 Q By Mr. Phillips, correct?

24 A I believe that to be true.

25 Q Now Mr. Phillips for the last two years of his -- Mr.

1 Phillips, with respect to his last two years as an employee of  
2 the NRA, was living in Dallas, correct?

3 A That's correct.

4 Q Do you know if the travel from Dallas to Washington -- I'm  
5 sorry -- his travel from Dallas to Virginia was paid for by the  
6 NRA?

7 A I do not.

8 Q Do you know in whether -- in calculating excess benefits  
9 the thought -- whether any travel vouchers from Mr. Phillips  
10 were examined by whoever did the work?

11 A I do not know that.

12 Q Do you know whether any hotel or restaurant expenses by  
13 Mr. Phillips were examined in the course of preparing  
14 Schedule L, Part 5 of the 2019 990?

15 A I do not know that.

16 Q Do you know that Mr. Spray -- I'm sorry. Do you know  
17 whether -- do you know if Mr. Phillips had responsibility for  
18 the American Express credit cards at the NRA from the time he  
19 was CFO?

20 A I did know that, and I know that -- yes, I did know that.

21 Q And isn't it true that Ms. Millie Hallow, who was not  
22 permitted to have her own card, was billing through Mr.  
23 Phillips' card?

24 A I later -- I later learned that. As part of the self-  
25 correction, that was one of the things that was discovered.

LaPierre - Direct/Sheehan

39

1 MR. SHEEHAN: Your Honor, objection. Move to strike  
2 after "I did learn that."

3 THE COURT: Overruled.

4 BY MR. SHEEHAN:

5 Q Lieutenant Colonel Oliver North, you've known Mr. North  
6 for 30 years, correct?

7 A Probably about that time.

8 Q He was at your wedding, correct?

9 A That's correct.

10 Q You've previously testified you once considered Mr. North  
11 to be a man of integrity?

12 A I did.

13 Q And you were also one of the people that recruited Mr.  
14 North to run for the Board, correct?

15 A I did.

16 Q And there's an NRA services agreement with Ackerman  
17 McQueen up until recently, correct?

18 A Correct.

19 Q And did you arrange for an amendment to that services  
20 agreement to provide for a contract between Colonel North and  
21 Ackerman McQueen in 2018?

22 A I know that when -- I know that when -- when Mr. North was  
23 hired -- was -- was engaged to do a television show on the NRA  
24 TV network, that he was going to be either a third-party  
25 employee to NRA -- to Ackerman or a -- or an employee. I

1 wasn't there when that contract was negotiated. In fact, I  
2 didn't see the contract.

3 Q Mr. North raised questions about bills by the Brewer firm  
4 to the NRA between the fall of 2018 and the spring of 2019,  
5 correct?

6 A That is correct.

7 Q And President North and two Vice Presidents sent a letter  
8 to the Audit Committee requesting review of the Brewer bills in  
9 March, 2019, correct?

10 A Carolyn Meadows, I believe, asked that her name be taken  
11 off --

12 MR. SHEEHAN: Your Honor --

13 A -- that letter.

14 MR. SHEEHAN: Your Honor, I move to strike the answer  
15 as non-responsive.

16 THE COURT: Sustained.

17 A There was a letter sent to the Audit Committee.

18 Q Mr. -- I'm sorry. So let's go back a second. President  
19 North, who was President of the NRA, and the two Vice  
20 Presidents sent a letter to the Audit Committee requesting a  
21 review of the Brewer bills in March, 2019, correct?

22 A I believe that's correct.

23 Q Mr. North also sent a letter to the Executive Committee of  
24 the Board detailing allegations of financial improprieties by  
25 you, isn't that correct?



1 A He sent a letter to the Board detailing detailed  
2 financials, yes.

3 Q And after that, you opposed Mr. North's reelection as  
4 President, correct?

5 A The -- the -- this whole thing is a contrived narrative,  
6 what you're saying. Mr. North was constantly interfering --

7 MR. SHEEHAN: Your Honor -- Your Honor, I'd move to  
8 strike his answer as non-responsive.

9 THE COURT: Sustained. Just answer the question, Mr.  
10 LaPierre. Your lawyer -- the lawyer for the NRA is going to  
11 get to ask you questions.

12 THE WITNESS: If you could repeat the question, Mr.  
13 Sheehan.

14 MR. SHEEHAN: Sure.

15 BY MR. SHEEHAN:

16 Q After Mr. -- Colonel North sent a letter to the Audit  
17 Committee requesting an audit of the Brewer bills, and after he  
18 sent a letter to the Executive Committee detailing allegations  
19 of financial improprieties, you opposed Mr. North's reelection  
20 as President, correct?

21 A I did. I didn't -- and I didn't think either one of those  
22 letters was sincere.

23 Q The NRA is now involved in litigation to remove Colonel  
24 North as a member of the NRA, is that correct?

25 A I believe that's true.

1 Q Was that litigation -- never mind. Let's move on to Mr.  
2 Kyle Weaver. You hired Mr. Weaver at the NRA, correct?

3 A I did.

4 Q All right. And you promoted him to the position of  
5 Director of General Operations, correct?

6 A I did.

7 Q And as you said, that's the number two position in the  
8 line of succession for the NRA, correct?

9 A That's correct.

10 Q You thought Weaver might be your replacement, correct?

11 A I did. I thought he had the potential of actually  
12 becoming the Executive VP of the NRA at the time. He was a  
13 young bright guy, I thought.

14 Q At various points, you told him you saw him as a possible  
15 successor, right?

16 A I did see him -- I thought he was a young bright guy that  
17 had a promising future.

18 Q And you told him that.

19 A I believe I did.

20 Q You testified previously that he started doing things  
21 behind your back, and wasn't playing straight with you on a lot  
22 of stuff, is that correct?

23 A That's true.

24 Q During the ten years that Mr. Weaver was the Executive  
25 Director of General Operations, did you ever give him a formal

1 performance evaluation?

2 A I constantly talked to him in person about what I thought  
3 he was deficient in. I thought he was building a bureaucracy.  
4 I thought he -- he --

5 MR. SHEEHAN: Your Honor, move to strike; his answer  
6 is non-responsive.

7 THE COURT: Sustained.

8 A I didn't do a written performance.

9 Q Don't the NRA policy manuals say that you're supposed to  
10 do a written performance evaluation of employees yearly?

11 A They -- they may, but I evaluate people on a daily basis,  
12 I work with them.

13 Q Is it correct --

14 A I don't know what the -- I can't tell you what the policy  
15 manual says on that. I work with people as a team, find out  
16 whether they're hitting, blocking, and tackling or not.

17 Q And did Josh Powell come to you to advocate for firing of  
18 Mr. Weaver?

19 A I think I came to that conclusion on my own, to tell you  
20 the truth. I felt he was building a bureaucracy. I had a lot  
21 of complaints from people working under him about his  
22 performance, about the layers of bureaucracy he was building,  
23 which I felt were unproductive. And I -- I decided that he was  
24 over his head in the job.

25 MR. GARMAN: Mr. LaPierre --

LaPierre - Direct/Sheehan

44

1 Q So did you --

2 MR. GARMAN: Mr. LaPierre, this is Greg. I don't  
3 mean to interrupt, but I'll get your questioning --

4 THE WITNESS: Okay.

5 MR. GARMAN: -- later today or next week.

6 BY MR. SHEEHAN:

7 Q Mr. Weaver had that position as Executive Director of  
8 General Operations for ten years, correct?

9 A I believe that's right.

10 Q Did you call him in October of 2016 to say you were firing  
11 him?

12 A I called him into my office a couple of days before it  
13 happened, and tried to have a talk with him to tell him that  
14 these were the things he needed to correct if he was going to  
15 stay on board. And --

16 Q Did you ever call him to tell him you were firing him?

17 A I believe that was actually done by our personnel office  
18 and our general counsel, and maybe -- maybe Josh Powell.

19 Q So you didn't tell him you were firing him directly.

20 A I don't think so. I think it was done by our general  
21 counsel to the Board, and our Personnel Director, and Josh  
22 Powell.

23 Q And you had security escort him out of the building with  
24 15 minutes' notice, is that correct?

25 A You know, I didn't call security to do that; it happened.

LaPierre - Direct/Sheehan

45

1 I actually wish they hadn't, I think it was kind of  
2 inappropriate, and I wish they hadn't done that

3 Q After you fired Mr. -- or after Mr. Weaver was fired, you  
4 gave Mr. Weaver a consulting contract for 720,000 each year for  
5 2017 and 2018, and an additional 240,000 for 2019, correct?

6 A As I've testified before, I thought that was a severance  
7 agreement that we had with him.

8 Q Mr. LaPierre, if you could pick up Exhibit 322, please.

9 MR. SHEEHAN: At this time, Your Honor, I'd ask for  
10 admission of Exhibit 322.

11 (Pause)

12 A I have the one from Craig -- David Warren to Craig Spray.

13 MR. GARMAN: Hold. Wayne, Wayne, this is Greg. Hold  
14 on, I need a chance to review this.

15 (Pause)

16 MR. GARMAN: Your Honor, there's a number of  
17 documents in here, but I -- I object to admission for lack of  
18 foundation.

19 MR. SHEEHAN: All right. So --

20 THE COURT: Sustained.

21 BY MR. SHEEHAN:

22 Q Mr. LaPierre, do you recognize Exhibit 322?

23 A I -- I do not, it's a memo from Craig -- from David Warren  
24 to Craig Spray.

25 Q All right, so let's do this, if you look -- if you look at

LaPierre - Direct/Sheehan

46

1 this -- the document that starts with the consulting agreement,  
2 which is New York AG 44637.

3 (Pause)

4 THE COURT: Could you say that number again, Mr.  
5 Sheehan?

6 MR. SHEEHAN: I'm sorry, it's --

7 (Mr. Sheehan engaged in off-the-record colloquy)

8 MR. GARMAN: Mr. Sheehan, is this Page 21 of 56 of  
9 the PDF?

10 MR. SHEEHAN: That's what I'm just asking; I don't  
11 know the answer to that.

12 THE COURT: That will help me, too.

13 (Pause)

14 THE WITNESS: I'm looking at the one with Rocky  
15 Marcario.

16 MR. SHEEHAN: I'm sorry, I'm trying to get you the  
17 PDF page.

18 (Pause)

19 MR. SHEEHAN: And I apologize, the -- may I just go  
20 off the microphone for a second?

21 (Pause)

22 MR. SHEEHAN: I apologize, Mr. LaPierre. It's PDF  
23 Page 48.

24 THE WITNESS: Okay, we'll find it.

25 (Pause)

1 BY MR. SHEEHAN:

2 Q All right. You'll see at the end of this contract there's  
3 a signature by Mr. Kyle Weaver, do you see that?

4 A I do.

5 Q And you'll see at the next page, it has a signature for  
6 the National Rifle Association of America, it's signed by Mr.  
7 Wilson Phillips.

8 A Correct.

9 Q Did you authorize the -- this termination agreement?

10 MR. GARMAN: Your Honor, I still object to the  
11 foundation of the document.

12 THE COURT: Overruled on that question.

13 Q Have -- all right.

14 THE COURT: You may --

15 Q Mr. LaPierre, have you seen this agreement before today,  
16 that is the agreement which is the -- the Weaver agreement?

17 A I don't know that I have. I -- this is negotiated by our  
18 general counsel to the Board, by our personnel office, by --  
19 and I viewed it as a severance agreement. I thought it was a -  
20 -

21 MR. SHEEHAN: Your Honor.

22 THE COURT: Sustained.

23 MR. GARMAN: I'm sorry, go ahead, Mr. --

24 A I wanted to keep him in goodwill toward the NRA, even  
25 though I thought he needed to be replaced on the job, and I

LaPierre - Direct/Sheehan

48

1 always viewed this as a severance --

2 MR. SHEEHAN: At this time, I'd move to strike the  
3 answer as non-responsive.

4 THE COURT: Sustained.

5 BY MR. SHEEHAN:

6 Q With respect to this agreement, was there a business case  
7 document used to prepare this agreement?

8 MR. GARMAN: Your Honor, just -- just -- it may have  
9 been overruled, but just for the record, his testimony was he  
10 said I haven't seen it as to this document.

11 THE COURT: As to the --

12 MR. SHEEHAN: I'm sorry -- I'm sorry, Your Honor.

13 THE COURT: As to the question, I'll overrule that  
14 objection as to this question.

15 The witness may testify whether a business form was  
16 filled out. Do you know, Mr. LaPierre?

17 THE WITNESS: I don't know whether a business form  
18 was filled out. I knew there was a severance agreement that  
19 covered it a couple of years, that we would be paying Mr.  
20 Powell -- I mean Mr. Weaver.

21 Q And is this that agreement?

22 A Yeah, it -- yes, it is. It appears to be.

23 MR. SHEEHAN: So, Your Honor, what I'd ask the Court  
24 to admit the agreement only from Exhibit 322.

25 MR. GARMAN: So, Your Honor, I still have an



LaPierre - Direct/Sheehan

49

1 objection as to foundation, but I would like to note that on  
2 the last page, which I believe is NYAG44672, it reference that  
3 there is a document produced in native format, and I can't tell  
4 whether this is a complete version of this contract or not.

5 THE COURT: I'm going to admit through the signature  
6 by the NRA of the agreement only as 322.

7 (NYAG Exhibit 322 admitted as noted by the Court)

8 BY MR. SHEEHAN:

9 Q So you -- you directed the payment of \$720,000 a year to  
10 Mr. Weaver after you terminated him, correct?

11 A I knew there was the severance agreement that would  
12 provide payment for a number of years that I thought -- I  
13 thought given the length of service that --

14 MR. SHEEHAN: Your Honor, I move to strike his answer  
15 as non-responsive.

16 A Yes, I did. I directed a -- that they provide a fair  
17 severance agreement with Mr. Weaver.

18 MR. GARMAN: Mr. LaPierre --

19 Q Did the Board approve --

20 MR. GARMAN: Mr. LaPierre, this is Greg. To the  
21 greatest extent possible, let's stick with yeses and nos, sir.

22 THE WITNESS: Yes.

23 A Yes.

24 Q Did you obtain Board approval for this contract?

25 A I don't believe so, it was a -- it was a severance

1 agreement, and I don't believe the Board approved it.

2 Q With respect to the consulting agreement with Mr.  
3 Phillips, did the NRA obtain Board approval of the consulting  
4 agreement with Mr. Phillips?

5 A I didn't even know there was a consulting agreement with  
6 Mr. Phillips.

7 Q Angus McQueen, Mr. LaPierre, you worked mostly with Mr.  
8 Angus McQueen at Ackerman for over 25 years, correct?

9 A I did.

10 Q And Ackerman McQueen was one of the largest vendors the  
11 NRA for over 25 years, correct?

12 A Most of the time, they were the largest vendor.

13 Q Okay. And they were paid out of your Executive Vice  
14 President budget at the NRA?

15 A I don't -- I don't -- I don't -- I don't know that that's  
16 the case.

17 Q You testified in prior depositions that Ackerman tried to  
18 extort you and then smear you for not complying with their  
19 extortion attempt, correct?

20 A I believe they tried to extort me when I wouldn't back off  
21 in insisting to see their books and records.

22 Q Now if I look at each of these people, all right, Mr. Cox  
23 was your choice, correct, for the position of Director of ILA?

24 A Correct.

25 Q Woody Phillips was your choice for CFO, correct?

1 A I interviewed -- I interviewed him, I thought he was good  
2 -- a good candidate, and the Board hired him.

3 Q And you retained him for over 20 years --

4 A We did.

5 Q -- as the CFO. Oliver North was your choice to be on the  
6 Board and to be President of the NRA, isn't that correct?

7 A That's correct, I thought, along with a number of people,  
8 he was a good candidate.

9 Q Kyle Weaver was your choice to be Executive Director of  
10 General Operations, correct?

11 A He was.

12 Q Josh Powell was your choice to be the head of -- first  
13 your Chief of Staff, second, the Director of General  
14 Operations, and third, your Chief Strategist and involved in  
15 compliance, correct?

16 A Correct.

17 Q And Ackerman McQueen was a contractor that you selected  
18 and used for over 20 years, correct?

19 A He was -- they were actually selected by Harlon Carter, my  
20 predecessor. I inherited that relationship, but I thought they  
21 were -- they were doing an excellent job, I worked with them  
22 for 20, 30 years.

23 Q I -- when we talk -- when we talk about the Phillips  
24 contract, I believed -- the Board had not seen that contract,  
25 correct, the Phillips contract?

1 A I didn't even know it existed, I don't know whether the  
2 Board saw it or not.

3 Q Okay. With respect to Mr. Spray --

4 MR. SHEEHAN: Your Honor, could I just take five  
5 minutes at this point? A five-minute break?

6 THE COURT: Sure.

7 Mr. LaPierre, I'm trying to say this each time,  
8 sometimes I forget, just don't speak with anyone about your  
9 testimony during the break, all right?

10 MR. LAPIERRE: Yes, Your Honor.

11 THE COURT: All right. We'll take about five  
12 minutes.

13 (Recess 10:11 a.m./Reconvene 10:18 a.m.)

14 THE COURT: Mr. Sheehan, are you ready?

15 MR. SHEEHAN: Yes, Your Honor.

16 (Pause)

17 BY MR. SHEEHAN:

18 Q Mr. LaPierre, do you know the total of expenses that you  
19 were reimbursed for by the NRA for travel and entertainment  
20 during the period 2013 to present?

21 A I don't.

22 Q Isn't it -- it's over a million dollars, isn't it?

23 A I -- I traveled all the time for the NRA, it -- it could  
24 be in that range.

25 Q And you still have outstanding travel expenses which have

1 not been paid, is that correct?

2 A That's correct.

3 Q And those have not -- were those -- I'm sorry. Isn't it  
4 true that with respect to Ackerman, that in addition to travel  
5 expenses which were paid directly by the NRA, there were travel  
6 expenses and entertainment expenses paid through Ackerman  
7 McQueen?

8 A I did not regularly bill my travel expenses through that  
9 Ackerman McQueen.

10 Q Were there expenses that were billed to Ackerman McQueen  
11 for your travel and entertainment?

12 A It's possible there were some, not as a regular course of  
13 business.

14 Q With respect to Ms. Gayle Stanford's bills for your  
15 airfare -- air flights, did she add anything to the bills that  
16 came in from the commercial charter providers to bill the NRA?  
17 Let me try again on that question. Isn't it true that Ms.  
18 Gayle Stanford added ten percent to the bills from the air  
19 charter services in billing the NRA?

20 A I did not know that until -- until the last -- the last --  
21 the last week or two when I heard about it at deposition.

22 Q And is it true that Ms. Stanford added ten percent to the  
23 bills that were submitted by the air charters?

24 A I did not know that until that deposition the last week or  
25 two.

LaPierre - Direct/Sheehan

54

1 Q Okay. And isn't it true that in addition to getting the  
2 ten percent on each of the flights, she also gets a monthly fee  
3 of up to \$26,000 a month?

4 A I knew she was paid a monthly fee.

5 Q And didn't Gayle Stanford bill for some of your flights  
6 through Ackerman?

7 A I did not know that until recently with a -- with a  
8 deposition.

9 Q Okay. And isn't it true that Ackerman paid expenses for  
10 you, and then billed them through the NRA?

11 A Not as a regular course of business did they do that.  
12 There may have been some on occasion that they did, but not as  
13 a regular course of business. I -- my expenses went through  
14 the NRA. The great, great, great bulk of them.

15 Q Okay. So some of them were paid through Ackerman,  
16 correct?

17 A it's possible.

18 Q Isn't it true that Ackerman paid for NRA expenses for  
19 other people besides yourself, and then billed those travel and  
20 entertainment expenses to the NRA?

21 A I understand for security reasons, yes. Yes.

22 Q Thank you. I'm asking -- I ask you to examine AMC Exhibit  
23 35, please.

24 (Pause)

25 Q Have you had a chance to examine Exhibit 35 -- Ackerman

1 Exhibit 35, Mr. LaPierre?

2 A Yes, I have.

3 Q And do you see the signatures at the top of Exhibit 35?

4 A Yes, I do.

5 Q Okay. And is that Oliver North's signature?

6 A It is.

7 Q And is that Richard Childress's signature?

8 A It is.

9 Q Is that Carolyn Meadows' signature?

10 A It is, although I'm not sure that Carolyn Meadows --

11 MR. SHEEHAN: Move to strike, Your Honor.

12 THE COURT: Sustained. Could you just hold?

13 Mr. Garman, are you on? I'm not seeing your -- okay,

14 I see you now.

15 MR. GARMAN: Yes, sir.

16 THE COURT: Okay; thank you.

17 MR. GARMAN: Yes, sir, I'm here.

18 THE COURT: All right; thank you. I'm sorry, I just  
19 didn't -- okay, Mr. Sheehan, thanks.

20 Q So, Mr. LaPierre, that is Carolyn Meadows' signature,  
21 correct?

22 A Correct.

23 Q And did you receive a copy of this letter in March of  
24 2019?

25 A I believe I did.

LaPierre - Direct/Sheehan

56

1 Q And did you have a conversation with the Brewer firm about  
2 how you'd respond to this letter, if at all?

3 A No, I did not. I did not believe this letter was sincere.  
4 I believed it was intended to derail --

5 MR. SHEEHAN: Your Honor, move to --

6 MR. GARMAN: Mr. --

7 MR. SHEEHAN: Move to --

8 MR. GARMAN: Mr. LaPierre, it's rare that -- I'm  
9 going to interrupt you, but let's stick to yeses and nos, if  
10 possible.

11 THE COURT: Thank you, Mr. Garman.

12 BY MR. SHEEHAN:

13 Q With respect to Ackerman Exhibit 35, after you saw this  
14 letter in March of 2019, did you direct a inquiry into the fees  
15 that the Brewer firm was charging?

16 A There was an ongoing investigation in the Brewer fees by  
17 our general counsel, John Frazer, and then by our Treasurer's  
18 Office, which is the appropriate NRA procedure.

19 Q Okay. And did the Audit Committee undertake a review --  
20 independent review of the Brewer attorneys and counselors' fees  
21 after receiving this March 22nd, 2019 document?

22 A The Audit Committee was fully aware of the issues that  
23 were --

24 MR. GARMAN: Mr. LaPierre --

25 A I don't know whether they undertook an investigation or



1 not.

2 Q Thank you.

3 MR. SHEEHAN: At this time I'd move into -- move  
4 admission of Ackerman McQueen Exhibit 35.

5 MR. GARMAN: Your Honor, I do not consent. I don't  
6 believe foundation has been laid for this document.

7 THE COURT: Overruled. 35's in.

8 (Ackerman Exhibit 35 admitted into evidence)

9 BY MR. SHEEHAN:

10 Q Now I'd like you to examine what has been marked as New  
11 York AG Exhibit 329.

12 (Pause)

13 Q Have you had a chance to examine Exhibit 329, Mr.  
14 LaPierre?

15 A I am.

16 Q All right. With respect to Exhibit 329, did you receive a  
17 copy of this letter on or about April 19th, 2019?

18 A I -- I did not know whether I saw this letter or not. I -  
19 - I was engaged with -- by this point with Charles Cotton,  
20 Chairman of the Audit Committee on this whole issue.

21 MR. SHEEHAN: Your Honor, I'd move to strike  
22 everything after "I don't know whether I saw this or not."

23 THE COURT: Sustained.

24 Q You'll see at the end of this document, Exhibit 329, that  
25 it's is signed by -- do you see the signature there, Oliver

1 North?

2 A Yeah, I have seen this document.

3 Q And you recall that at or about the time of April 18,  
4 2019?

5 A I think I do.

6 Q And if you look at the -- on Page 9, in addition to Mr.  
7 North's signature, there's Mr. Childress' signature, correct?

8 A Correct.

9 Q And he was the NRA First Vice President, correct?

10 A That's correct.

11 Q And had you accused him --

12 MR. SHEEHAN: Let me rephrase that.

13 Q Had you suggested that he had some conflict of interest in  
14 raising concerns about the Brewer firm's bills?

15 A No, I had not.

16 Q And do you believe today that he had any conflict of  
17 interest about reviewing the Brewer firm's bills?

18 A I do not believe Richard Childress did.

19 Q All right. And Mr. Childress resigned shortly thereafter  
20 from the Board, correct?

21 A He did.

22 Q You testified that Mr. Frazer was investigating the Brewer  
23 fees during the early part of 2019, correct?

24 A All the Brewer bills came to John Frazer. John Frazer  
25 vetted them, followed up with questions.

1 Q Okay. Was he -- but you said he was conducting an  
2 investigation of the bills, correct?

3 A Yes, I think -- yeah, I think he -- when he got a bill, he  
4 investigated it to see if he had questions.

5 Q Did Frazer issue a report concerning his investigation of  
6 the Brewer bill?

7 A I think he looked at them as they came in, and then he  
8 asked questions, and he made sure that they were appropriate.

9 Q Did he issue a report to you, or to the Board, or to the  
10 Audit Committee about the Brewer bills in the spring of 2019?

11 A I knew -- we all knew he was vetting every bill that came  
12 through.

13 Q So did he issue a report in the spring of 2019?

14 A I don't think he issued a report. He was doing his job,  
15 which was vetting every bill, and then asking questions about  
16 it if he had questions.

17 Q Did you direct --

18 A And then they went --

19 Q I'm sorry.

20 A And then they went to the Treasurer's Office for  
21 additional look at.

22 Q Did you direct Mr. Frazer to investigate North and  
23 Childress' concerns?

24 A I did not believe that these concerns of North -- Colonel  
25 North --

1 MR. SHEEHAN: Your Honor, object --

2 A I did not direct Mr. Frazer.

3 Q To investigate North and Childress' concerns?

4 A I did not. Mr. North was putting incredible pressure on  
5 John Frazer and --

6 MR. SHEEHAN: Objection, Your Honor.

7 THE COURT: Sustained.

8 MR. SHEEHAN: Move to strike.

9 THE COURT: Sustained.

10 BY MR. SHEEHAN:

11 Q Now with respect to Mr. Spray, Mr. Spray was hired as the  
12 Chief Financial Officer in March, 2018, correct?

13 A That's correct.

14 Q And he was promoted in around October of 2018 to be the  
15 Treasurer of the NRA, correct?

16 A That is correct.

17 Q And November, 2020, as we talked about yesterday, you  
18 signed the NRA's 2019 990s, correct?

19 A Right, I was proud to. I think it -- it --

20 MR. SHEEHAN: Your Honor, move to strike after "yes."

21 THE COURT: Sustained.

22 Q And isn't it true that Mr. Spray declined to sign the  
23 2019 990s?

24 A I don't know if that's true; I didn't discuss that with  
25 Mr. Spray.

1 Q The -- were you advised that Mr. Spray revised to sign the  
2 990s because the -- he didn't have the backup material for the  
3 Schedule L, Section 5?

4 A No, I was not.

5 Q Mr. Spray signed the 990s for every year he was in the  
6 NRA, correct, before that?

7 A I believe that's true.

8 Q 2017 and 2018?

9 A I -- I -- as far as I know.

10 Q Mr. Spray testified under oath that after November, 2020,  
11 you no longer were providing him information that he needed to  
12 do his job, are you aware of that testimony?

13 A That who wasn't providing him information?

14 Q You.

15 A I am not aware of that testimony, and I don't know what  
16 that -- what that could have meant.

17 Q In January, 2021, you directed Mr. Spray to transfer  
18 \$5 million to a Brewer trust account, correct?

19 A I did, and Mr. Spray also came up with the idea --

20 MR. SHEEHAN: Your Honor, I'd move to strike.

21 A We both -- we both did that together.

22 Q You didn't tell them it was for bankruptcy related work,  
23 did you?

24 A We -- I told them it would -- it was for strategic  
25 alternative work that we were doing, and he knew that.

LaPierre - Direct/Sheehan

62

1 Q But he -- okay. In -- I --

2 MR. SHEEHAN: Your Honor, I failed to move to admit  
3 Exhibit 329, and I do that at this point.

4 MR. GARMAN: Your Honor, I actually have a foundation  
5 objection to 329, it wasn't to or from Mr. LaPierre. But my  
6 bigger concern is that this falls within the agreement the  
7 parties had with certain issues related to settlements that  
8 would need to be redacted. So I do have an objection to the  
9 entire document, but we would have to redact certain portions  
10 of it as being confidential.

11 THE COURT: Mr. Sheehan --

12 MR. SHEEHAN: Your Honor, why don't we do this,  
13 rather -- I'm sorry, Your Honor.

14 THE COURT: Go ahead. Go ahead, Mr. Sheehan.

15 MR. SHEEHAN: With -- I'm not aware of what Mr.  
16 Garman's referring to, and maybe we should do that off the  
17 record during the lunch break and come back to you with that.

18 THE COURT: That's fine. Just for the record, I  
19 would admit a redacted version of it. I think it bears a Bates  
20 stamp from the NRA, but I think it's admissible.

21 MR. SHEEHAN: Thank you, Your Honor.

22 BY MR. SHEEHAN:

23 Q After the filing of the bankruptcy on January 15th, 2021,  
24 you didn't discuss the bankruptcy with Mr. Spray after that at  
25 all, did you?

LaPierre - Direct/Sheehan

63

1 A I may not -- I may not have.

2 Q Do you recall speaking to him about the bankruptcy after  
3 January 15th, 2021?

4 A I don't recall a specific conversation.

5 Q You called him on January 28th, 2021, correct?

6 A I did.

7 Q And was that -- was that call by appointment?

8 A I think I just called him.

9 Q And who else was on the line with you when you called him?

10 A I believe -- I believe John Frazer was, and I believe  
11 Linda Crouch was, and Andrew Arulanandam may have been on the  
12 line, too.

13 Q And your Chief of Staff, was she on the line?

14 A She may have been on the line, too, yes.

15 Q All right. So we had you, the Director of Personnel, the  
16 general counsel, your Chief of Staff, and your press person,  
17 correct?

18 A Right.

19 Q And a call that you had not scheduled in advance.

20 A Right.

21 Q And isn't it true that you fired him in that call?

22 A You know, I -- I don't know whether you'd call it fired  
23 him or not, I -- I -- I told him we were going to move into a  
24 different direction, and he immediately said that I've got  
25 health problems, I need to move on anyway, and the conversation

1 went that way. I needed a full-time CFO, it was obvious --

2 MR. SHEEHAN: All right, Your Honor, move to strike  
3 from "I needed a full-time CFO."

4 THE COURT: Sustained.

5 BY MR. SHEEHAN:

6 Q Had it been your plan prior to the call to fire Mr. Craig  
7 Spray on the call?

8 A To move in a different direction, we needed someone full-  
9 time.

10 Q Okay. So it had been your intention to fire Mr. Spray on  
11 the call on January 28th.

12 A To tell him we needed to move in a different direction to  
13 maybe retain him in some type of consulting capacity. He had  
14 done very, very good work.

15 Q All right. So 15 minutes after you made that phone call,  
16 his access to all the NRA's computer systems was cut off,  
17 correct?

18 A They may very well have been. I didn't -- they may very  
19 well have been as a standard operating procedure at NRA.

20 Q But you were thinking about keeping him on in some other  
21 capacity, correct?

22 A I was at that time. We never got to that point because  
23 Craig immediately said he had health problems, he needed to --  
24 he wanted to retire for health reasons, and he jumped at it, to  
25 tell you the truth. I personally believe he had already moved



1 on.

2 MR. SHEEHAN: Your Honor, please, I'd like -- move to  
3 strike everything after -- why don't we try again, Mr.  
4 LaPierre.

5 THE WITNESS: Yes.

6 BY MR. SHEEHAN:

7 Q When you got on the call, it was your intention to fire  
8 Mr. Spray, correct?

9 A Yes, to tell him we needed a full-time CFO.

10 Q Okay. And after the call, your staff cut him off from all  
11 the computer systems at the NRA, correct?

12 A I -- I -- I'm not sure, but probably.

13 Q And then you told the U.S. Trustee in the 341 proceeding  
14 that he had left for health reasons, correct?

15 A That's what I believe he left for. I think he had already  
16 packed his office, packed up his apartment --

17 MR. SHEEHAN: And --

18 A -- and had already left.

19 MR. SHEEHAN: Your Honor, object to -- I'm going to  
20 move to strike.

21 THE COURT: Except for the first portion of his  
22 answer, it will be struck.

23 Q And you never restored access for Mr. Spray to any of the  
24 electronic systems at the NRA, correct?

25 A I believe that's correct.

LaPierre

66

1 MR. SHEEHAN: With that, Your Honor, I'm going to  
2 pass the witness.

3 THE COURT: Thank you.

4 Mr. Gruber or Mr. Mason?

5 MR. GRUBER: Your Honor, I believe it's me. Could I  
6 ask for one point of clarification, and then I'm ready to  
7 begin?

8 THE COURT: Sure.

9 MR. GRUBER: And that is -- and -- what I'm trying to  
10 do is figure out whether they're going to put Mr. LaPierre on  
11 direct today, or whether they're going to do that at a later  
12 time. I understood different conversations about that, and I  
13 was just trying to say I can shorten my outline significant if  
14 they're going to put him on today as opposed to next week.

15 THE COURT: Mr. Garman, are you prepared to --

16 MR. GARMAN: Yes, sir.

17 THE COURT: -- show your cards?

18 MR. GARMAN: Honestly, I hadn't decided, it was going  
19 to depend upon the testimony.

20 THE COURT: Okay. That's --

21 MR. GRUBER: Your Honor, that's -- I've got a problem  
22 with that because that's the problem with allowing them to do  
23 this the way they're doing it with their witness in a non-jury  
24 trial. And I would like to know whether they intend to put him  
25 on today or not. I'll be through -- depending on which one --

LaPierre

67

1 in an hour, or something like that, and I'd like to know.

2 THE COURT: Well, they --

3 MR. GARMAN: Well, I'll --

4 THE COURT: They have the --

5 MR. GARMAN: Could be -- sorry, Your Honor.

6 THE COURT: They have the right to listen to your  
7 questions, and then decide whether they want to reserve or put  
8 him on. So I think you need to proceed accordingly.

9 MR. GRUBER: Okay; thank you, Your Honor.

10 Stephanie, can you pull up AMC Exhibit 83, and I'll  
11 let y'all know that I'm going to be asking some questions about  
12 AMC Exhibit 83. But first, I think it was discussed yesterday,  
13 but I think we need to move to have it admitted.

14 THE COURT: What's the number, Mr. Gruber?

15 MR. GRUBER: AMC Exhibit 83.

16 MR. GARMAN: Your Honor --

17 MR. GRUBER: Counsel, have y'all got the document  
18 also?

19 MR. GARMAN: Yeah. Your Honor, I don't have an  
20 objection to its admission, but I do believe that it would  
21 require some redaction under the agreement we had. Maybe  
22 that's something we could address at the lunch break.

23 MR. GRUBER: Your Honor, if we've got an agreement to  
24 redact something, that's fine.

25 THE COURT: All right. I'm going to admit the

LaPierre

68

1 exhibit, and let you talk about the redaction over the break.

2 (AMC Exhibit 83 admitted into evidence)

3 MR. GRUBER: Thank you.

4 MR. GARMAN: Well, Your Honor, just so -- it -- I do  
5 have a concern about showing it on the screen if we have to  
6 redact a --

7 THE COURT: Would you --

8 MR. GRUBER: Your Honor, I believe we did that quite  
9 a bit yesterday, before it was -- and it wasn't admitted at the  
10 time, but I think it was talked about and shown extensively.

11 MR. GARMAN: So to be clear, I'm okay with the first  
12 two pages of it being shown. It's some of the additional  
13 information that's contained at the remainder of the exhibit.

14 MR. GRUBER: Well, I believe we went through it  
15 extensively with Mr. Frazer.

16 MR. GARMAN: It doesn't change my objection, Your  
17 Honor.

18 THE COURT: I think you went through the third page,  
19 maybe, in discussing with him. I'm going --

20 MR. GRUBER: Your Honor, I believe we asked questions  
21 from all four attached pages, but --

22 THE COURT: Okay. Hold on a second.

23 (Pause)

24 MR. GARMAN: So, Your Honor, I want to make sure  
25 we're clear here. If we're careful, and we don't put the

1 personal information and email addresses of folks on the  
2 screen, I don't have an objection to it. We just need to be  
3 careful.

4 THE COURT: All right. Mr. Gruber, can you be  
5 careful? Or we can take it off of screen share, and the  
6 witness, and you, and I, and Mr. Garman can look at it  
7 differently.

8 MR. GRUBER: That would probably be the best. I'd  
9 like to be able to show the witness a page at a time, so thank  
10 you, Your Honor.

11 THE COURT: Okay, sure.

12 CROSS-EXAMINATION

13 BY MR. GRUBER:

14 Q Mr. LaPierre, are you familiar with this Exhibit 83?

15 A I am not. The Brewer bills did not come to me, they go to  
16 John Frazer, our general counsel.

17 Q So it's your testimony that you never saw this bill.

18 A I have never seen this bill, they go to John Frazer and --

19 Q You ever --

20 A -- and when appropriate and -- our NRA policy.

21 Q Okay. Let's go to the third page, I believe, of this  
22 exhibit, which is -- the last three numbers are 3 9 0.

23 (Pause)

24 Q And are we there?

25 A Yeah, I'm sorry, it's very, very difficult. It's very --

1 it's not very bold, it's hard to read.

2 Q At the top, you see it's a letter, first of all, dated  
3 January 14, 2021.

4 A Right.

5 Q And to Brewer, Attorneys & Counselors.

6 A Right.

7 Q From Wayne LaPierre.

8 A Right.

9 Q And I'll help you, mine's not much better, but I may have  
10 a little better right. It says, "Counsel, consistent with  
11 discussions as Executive Vice President of the NRA, I hereby  
12 authorize and instruct the Brewer firm to remit payment for the  
13 following invoices as promptly as possible using funds  
14 previously transferred to the Brewer trust account," do you see  
15 that?

16 A Correct, I do. I do see that.

17 Q Okay, all right. And -- and -- I would understand if you,  
18 you know, forgot about some specific invoice, but now that you  
19 read that, do you understand that -- well, let me ask you, now  
20 that you read that, do you believe you did read the invoices  
21 before you approved them?

22 A I knew they were -- I -- the invoices, as I said, go to  
23 John Frazer, in our general counsel's office. I knew there  
24 were outstanding invoices from the Brewer firm, and I also  
25 believe from the Neligan firm, and we were advised --

LaPierre - Cross/Gruber

71

1 MR. GRUBER: I'll object after that, Your Honor.

2 THE COURT: Sustained.

3 BY MR. GRUBER:

4 Q So my question is, do you believe you did look at the  
5 invoices that you approved for payment?

6 A I instructed payment of outstanding Brewer invoices prior  
7 to the 15th.

8 Q I'm asking whether you looked at the invoices before you  
9 sent them, you personally, sir.

10 A They were at John Frazer's office. I knew there were  
11 outstanding invoices that needed to be paid, and I instructed  
12 them to pay them.

13 MR. GRUBER: Your Honor, I ask that it be stricken as  
14 non-responsive.

15 THE COURT: Sustained.

16 Answer the question, sir.

17 A I didn't look at the -- I did not see the invoice.

18 Q Thank you. If you'd go down, it says on Paragraph 1,  
19 "Deduct and retain from trust account funds sufficient to  
20 satisfy invoices itemized on the attached summary sheet.  
21 Invoices for professional service dated January 14, 2021 in the  
22 aggregate amount of \$1,224,047.76," do you see that?

23 A I do see that.

24 Q Okay. And that is the amount that you approved for the  
25 Brewer invoices, is that correct?

1 A I believe that to be correct.

2 Q And without reading the whole thing, in the second  
3 paragraph, there's also a remittance for, I believe, expert  
4 witness of \$45,518.75, is that correct?

5 A That's correct.

6 Q And there's no time stamp on this, is that because you  
7 don't use email or text?

8 A I don't know why there's not a time stamp on there. I  
9 know it was --

10 Q Well --

11 A I know it was sent --

12 Q Okay.

13 A -- prior to the 15th because we needed to get those bills  
14 paid --

15 Q Well --

16 A -- prior to the 15th.

17 Q Well, why is that? Why did you have to get those bills  
18 prior to the 15th?

19 A Because we were advised by counsel that if they were not -  
20 - if we were filing for Chapter 11 bankruptcy, we did not want  
21 our attorneys or our bankruptcy attorneys, or anyone working on  
22 that --

23 MR. GARMAN: Your --

24 A -- to be creditors.

25 MR. GARMAN: Your Honor, I need to instruct the



LaPierre - Cross/Gruber

73

1 witness not to go any further into the substantive advice given  
2 by counsel other than the fact that the -- the fact there was  
3 the bankruptcy coming on the 15th is not privileged, but I need  
4 to advise the witness to be careful about the advice of  
5 counsel.

6 MR. GRUBER: Your Honor, if you don't mind, I'm going  
7 to ask some questions, and we'll see if he hadn't -- if he  
8 hasn't opened the door on some of that. But --

9 BY MR. GRUBER:

10 Q So -- so you specifically knew that you were going to go  
11 into bankruptcy on the 15th, is that correct?

12 A By that time, I did.

13 Q And who are the counsels that are advising you to go ahead  
14 and pay these invoices?

15 A One of them --

16 MR. GARMAN: Your Honor --

17 UNIDENTIFIED ATTORNEY: Your Honor --

18 MR. GARMAN: Your Honor -- hold on a minute. Your  
19 Honor, I'm going to object. The timing of payment is, in fact,  
20 legal strategy related to a bankruptcy. I have to object to  
21 that question.

22 THE COURT: I'm going to --

23 MR. GRUBER: Your Honor, may I --

24 THE COURT: I'm going to --

25 MR. GRUBER: -- argue against that point?

LaPierre - Cross/Gruber

74

1 THE COURT: You don't need to. I'm going to overrule  
2 on that question. Who are the counsel is the question.

3 THE WITNESS: Should I answer, Your Honor?

4 BY MR. GRUBER:

5 Q I'm sorry, yeah, the Judge --

6 THE WITNESS: Your Honor?

7 Q -- asked or taken my question.

8 THE COURT: You --

9 Q Who is it that you conferred with telling you to pay these  
10 bills before bankruptcy?

11 A The Neligan firm told us -- that had any outstanding legal  
12 bills --

13 MR. GARMAN: Your Honor -- Wayne. Your Honor, I  
14 object. I have to move to strike your answer after the  
15 "Neligan firm."

16 THE COURT: Mr. LaPierre, this is a very important  
17 issue about attorney-client privilege. I just caution you to  
18 listen to the question carefully, and answer it only.

19 THE WITNESS: Okay, Your Honor.

20 MR. GARMAN: Your Honor? Your Honor, this is Greg  
21 Garman, I think we're struggling here with the fact that Mr.  
22 LaPierre is in a room by himself without his counsel. It might  
23 be unusual, but this might go better if I were to sit -- if the  
24 parties were to agree that I could sit next to Mr. LaPierre on  
25 the understanding that I certainly wouldn't instruct him in any

1 way that I didn't put on the record.

2 MR. GRUBER: Your Honor, I'd strongly object to that.

3 THE COURT: We need to leave it like we started it;  
4 sorry.

5 BY MR. GRUBER:

6 Q So, Mr. LaPierre, what other attorneys gave you that  
7 advice?

8 A I -- I -- I believe it was just that one attorney.

9 Q Okay.

10 A Bankruptcy attorney.

11 Q Are you stating to your recollection?

12 MR. TAYLOR: I hate to interrupt, Your Honor.  
13 There's somebody streaming again; this is Clay Taylor speaking.

14 THE COURT: Thank you.

15 MR. TAYLOR: And this is a different person now, at  
16 least they've logged in differently, Your Honor; Clay Taylor  
17 speaking.

18 THE COURT: Thank you.

19 We've terminated that one again.

20 Q And would --

21 THE COURT: We've terminated that one.

22 Go ahead.

23 MR. GRUBER: All right. You're -- you're taking away  
24 my 15 minutes of fame, Your Honor, but that's okay.

25 Your Honor, may I proceed with the line of

1 questioning?

2 THE COURT: You may.

3 MR. GRUBER: Okay.

4 BY MR. GRUBER:

5 Q Mr. LaPierre, are you specifically stating that the Brewer  
6 law firm did not give you advice on whether to pay the invoices  
7 to the Brewer law firm before bankruptcy was filed?

8 A As I remember, the Neligan firm made it very clear that  
9 invoices need to be paid from lawyers working on this matter,  
10 whether it was bankruptcy lawyers, or whether it was Brewer  
11 firm, or any of them, prior to going into bankruptcy so they  
12 would not be creditors.

13 MR. GARMAN: Your Honor --

14 A And I --

15 MR. GARMAN: Your Honor, we're inching in now to the  
16 substance of the legal advice, which is much past who gave an  
17 instruction to pay an invoice, and I do object.

18 THE COURT: Well, it's your client that's answering  
19 it that way, Mr. Garman. I -- I don't stop the testimony. The  
20 question was really limited to names of law firms, so --

21 MR. GARMAN: So I move to strike everything past the  
22 names of the law firms, Your Honor.

23 MR. GRUBER: I object --

24 THE COURT: Overruled.

25 MR. GRUBER: -- to that.

1 THE COURT: Overruled.

2 Q So -- okay. And my question was a little more specific.  
3 I asked did the Brewer law firm, to your recollection, give you  
4 any advice on whether to pay invoices to the Brewer law firm  
5 prior to bankruptcy?

6 A As I remember, it was the Neligan firm I got that advice  
7 from.

8 MR. GARMAN: Mr. -- Mr. --

9 Q And I'm asking you --

10 MR. GARMAN: I'm sorry. Mr. LaPierre, I very much  
11 need you to answer these questions yes or no only, to the  
12 extent possible.

13 THE WITNESS: All right.

14 Q Now let me -- okay. One more time. Did the -- anyone  
15 from the Brewer law firm give you any advice on whether to pay  
16 the Brewer law firm invoices prior to bankruptcy?

17 A I don't believe so, that I recall. I mean they -- it --

18 MR. GARMAN: Mr. -- Mr. LaPierre -- Your Honor, can I  
19 take a five-minute --

20 MR. GRUBER: Your Honor --

21 MR. GARMAN: Can I have five minutes?

22 MR. GRUBER: Well, wait just a second. I want him to  
23 finish that answer, and I don't want you stopping -- Your  
24 Honor, I would like for counsel not to stop the witness from  
25 answering questions.

LaPierre - Cross/Gruber

78

1 THE COURT: I don't think you should do that.

2 Mr. LaPierre, can you hear me?

3 THE WITNESS: Yes, sir, Your Honor.

4 THE COURT: Okay. And I'm about to say something  
5 I've said for a day and a half now: Can you answer the  
6 questions that are asked?

7 THE WITNESS: Yes, sir, Your Honor.

8 THE COURT: Okay. And do you understand that I've  
9 said that to you more than a dozen times over the last day?

10 THE WITNESS: Yes, sir, Your Honor.

11 THE COURT: Okay. Okay, thank you.

12 THE WITNESS: I'm sorry, I'm doing my best to -- I  
13 apologize if I'm going on too long.

14 THE COURT: I understand that testifying is hard, but  
15 I've had to strike a lot of your testimony as non-responsive.  
16 And as I cautioned you just a minute ago, this is a very  
17 important area for you and for your organization.

18 Mr. Gruber?

19 THE WITNESS: Yes, Your Honor.

20 MR. GRUBER: Okay.

21 BY MR. GRUBER:

22 Q Mr. LaPierre, can we go to the -- I believe it would be  
23 the sixth page overall, but it's just the next page, if you  
24 would, with the very bottom where it really is small print, and  
25 I apologize for that, it is 932.

1 (Pause)

2 Q And do you see that, sir?

3 A I do.

4 Q And do you see that Mike McCormack -- first of all, are  
5 you familiar with Mike McCormack?

6 A I believe he works for the Brewer firm.

7 Q And do you see that just before 4 o'clock in the  
8 afternoon, I think 3:51, he's asking -- I believe this is John  
9 Frazer from the email trail, he's asking him to -- well, he's  
10 asking to have reviewed invoices, is that correct? If you just  
11 look down below.

12 A That's correct.

13 Q And could you go to the next page? And we did not put  
14 these pages together, so I apologize. But do you see that  
15 there is a statement that "Sarah and Svetlana" -- and I  
16 probably am mispronouncing that -- "have answered all of my  
17 questions on the attached interim invoices. They're approved  
18 on my end for submission, and payment at the appropriate time  
19 pending review by you and the SLC -- of the SLC invoices.  
20 Thanks, John." Do you see that?

21 A I do.

22 Q Can we go to the next page, sir, which is at the bottom,  
23 943? And at the very top, can you see that there is a -- the  
24 from is -- it just says "Charles" and "To Sarah Rogers, Carolyn  
25 Meadows," and -- I believe that's a -- and, again,

1 pronunciation, Mr. Wiles (phonetic).

2 A Yes.

3 Q And who is the Charles, if you know, that would be  
4 approving of invoices?

5 A Charles would be -- Charles Cotton would be the -- on the  
6 Special Litigation Committee because I am not involved with the  
7 litigation matters as a result of being one of the defendants  
8 in the New York AG's case. So the Special Litigation Committee  
9 is the one that handles the litigation issues. I -- I did  
10 before General James filed her charges against the NRA, but  
11 once that happened, I was out of it, and the Special Litigation  
12 Committee took over dealing with those matters.

13 MR. GRUBER: Your Honor, could I have stricken  
14 everything after responding to "Charles"? Who Charles was.

15 THE COURT: Sustained.

16 BY MR. GRUBER:

17 Q So the --

18 (Pause)

19 Q And can I get you to go back? I have one other question  
20 on Page 931, which is, I believe, back a page or two. And are  
21 you back at 931?

22 A I am.

23 Q It says -- it's right in the middle of the page, it's  
24 "All. Attached additional invoices Wayne seeks to pay tonight,  
25 but only with authorized -- will only authorize if SLC



LaPierre - Cross/Gruber

81

1 approves. These are matters that are ordinarily under purview  
2 of John Frazer, not the SLC. John reviewed the invoices, and I  
3 answered his questions about the constituent charges, so he has  
4 signed off on them. But because the NRA seeks to pay them  
5 outside the ordinary course of -- the ordinary check run  
6 process, we want to be sure the SLC (indiscernible)," do you  
7 see that?

8 A I do.

9 Q And do you agree that they're being paid outside the  
10 ordinary check run process?

11 A I knew they needed to be paid prior to -- yes, I knew they  
12 needed to be paid immediately and --

13 Q And -- and -- okay. And the idea intentionally was to get  
14 them paid before bankruptcy because if you didn't, you know,  
15 the lawyers wouldn't get paid for some period of time, if at  
16 all, right?

17 A Correct, we didn't want them to be creditors.

18 Q And are you aware that Mr. Frazer did talk to the Brewer  
19 law firm, and the Brewer law firm did advise Mr. Frazer to  
20 submit the -- or to approve of the invoices for payment and  
21 remit the money to them?

22 MR. GARMAN: Your Honor, I object to that question,  
23 it assumes facts not in evidence.

24 MR. GRUBER: Your Honor, they're very clearly in  
25 evidence, that's Mr. Frazer's testimony from yesterday.

1 MR. GARMAN: Your Honor, I don't believe that's the  
2 case. I don't believe that the question just referenced what  
3 the Brewer firm said.

4 THE COURT: I --

5 MR. GARMAN: -- which is hearsay.

6 THE COURT: I'll sustain the objection.

7 BY MR. GRUBER:

8 Q Are you aware that Mr. Frazer got advice on whether to  
9 send the invoices for payment from the Brewer law firm?

10 A I know I got advice from the Neligan law firm. Someone  
11 from the Brewer firm may also -- in thinking about it, may have  
12 mentioned something to me about the invoices needed to be paid.  
13 I don't know who Mr. Frazer got advice from.

14 Q Okay.

15 A I just knew that the -- the -- I'm sorry.

16 Q All right. If you don't know, you don't know. Now you  
17 understood that at that time that Mr. Frazer didn't know there  
18 was going to be a bankruptcy on the 15th, isn't that correct?

19 A I -- Mr. Frazer, I think, knew that things were going on  
20 in regard to reorganization. I don't know whether he  
21 specifically knew there was going to be a bankruptcy or not,  
22 that was a very tightly closed circle of people that knew.

23 Q Okay. And specifically the next day on the 15th, he  
24 didn't know there was going to be a bankruptcy filing, isn't  
25 that right?

1 A Probably, although I -- he -- he -- I don't know what he -  
2 - you'd have to ask John what he knew. I know it was a very  
3 tight circle we tried to keep.

4 MR. GRUBER: We're through with that exhibit. Your  
5 Honor, if it hasn't been admitted, we'd like it to be admitted  
6 now.

7 MR. GARMAN: Your Honor, I'd just identify what we  
8 said earlier, which is there is information that the parties  
9 have agreed was confidential that need to be redacted. I  
10 believe we could do that.

11 MR. GRUBER: And we're fine with that, Your Honor, as  
12 long as what they're talking about is just identifying  
13 information.

14 THE COURT: AMC 83 is admitted, and you all work on  
15 the redaction of the private information  
16 (The Court restates on the record AMC Exhibit 83 admitted into  
17 evidence as redacted.)

18 MR. GRUBER: Thank you, Your Honor.

19 BY MR. GRUBER:

20 Q Mr. LaPierre, isn't it concern -- isn't it true that you  
21 had concerns about the Board of the NRA potentially leaking  
22 information specifically earlier this year?

23 A I had concern, many of our Board members had concern, and  
24 the SLC concerns.

25 Q Okay. And isn't it true that the concerns about the leaks

1 was the reason you did not directly ask the Board of approval -  
2 - the Board for approval to file bankruptcy right before you  
3 filed?

4 A We had not specifically made the decision when the  
5 contract gave --

6 MR. GRUBER: Your Honor -- Your Honor, I will ask  
7 that -- that is not responsive to my question.

8 THE COURT: Sustained.

9 BY MR. GRUBER:

10 Q My question is your concern about leaks, isn't that the  
11 reason that you did not ask the Board for approval immediately  
12 before filing for bankruptcy?

13 A No.

14 Q That's not the reason?

15 A No.

16 Q Could --

17 MR. GRUBER: Stephanie, could you please play  
18 LaPierre Volume 2, it's trial Exhibit 106, AMC's trial exhibit?  
19 And it's 343, Page -- Page 343, Line 21 to 344, Line 24.

20 (Commencing 11:06:16 a.m., AMC's 106 is played)

21 (At 11:08:41 a.m., AMC's 106 concludes)

22 BY MR. GRUBER:

23 Q So, Mr. LaPierre, does it potentially refresh your  
24 recollection that the reason you didn't go to the Board right  
25 before going into bankruptcy was you were concerned about these

1 leaks, isn't that right?

2 A We were very concerned. Pardon me.

3 Q Yes or no, please?

4 A Yes, we were concerned about leaks.

5 Q And is that why you didn't go to the Board and ask for  
6 permission to file the bankruptcy petition on January 15th of  
7 2021?

8 A We knew it was one of the options we were considering; we  
9 hadn't made a final decision. If they hadn't delegated the  
10 authority --

11 MR. GRUBER: Your Honor, I'm going to move to strike  
12 everything after what he just said, and even it's questionable.

13 THE COURT: I sustain that.

14 MR. GARMAN: Your Honor, I would request at some  
15 point where there's a natural break that -- in the question I  
16 get a break.

17 THE COURT: Sure. Are you --

18 MR. GRUBER: Your Honor, if it's -- Your Honor,  
19 obviously that's up to you. If they want to take a break, they  
20 can take a break.

21 THE COURT: It's 11:09, why don't we take about a  
22 ten-minute break. We're going to run to noon, Mr. Gruber, just  
23 for prep on what we'll do after the break, all right?

24 MR. GRUBER: Thank you, Your Honor, very helpful.

25 THE COURT: My pleasure.

1 (Recess 11:10 a.m./Reconvene 11:21 a.m.)

2 THE COURT: Before we go back on the evidentiary  
3 record, I've been informed by my folks to announce that our  
4 Court Speak is working, and the audios for the 5th, 6th, and  
5 7th should be on Pacer before lunch.

6 And also, what I said at the beginning of the hearing  
7 this morning, and at the end of the hearing yesterday goes.  
8 It's not permitted to stream, record, or broadcast this  
9 proceeding.

10 Okay, Mr. Gruber?

11 MR. GARMAN: I'm sorry, Mr. Gruber. If -- right  
12 before we start, I would just like to say, Your Honor, this is  
13 Greg Garman. During the break, I spoke with the witness about  
14 the mechanics of the question and answer session at trial, but  
15 I'll assure the Court and all the parties that the conversation  
16 didn't engage in the substance of his conversation -- of his  
17 testimony.

18 THE COURT: And was it --

19 MR. GRUBER: Thank you.

20 THE COURT: Could I just --

21 MR. GRUBER: I'm sorry.

22 THE COURT: Let me just for the record, and I think I  
23 know the answer to this, was it along the lines of yesterday on  
24 being more responsive to the questions, Mr. Garman?

25 MR. GARMAN: Yes, sir. There was no -- no

1 conversation at all about the content of his questions, it was  
2 listen -- you know, essentially listen to the question, let's  
3 answer yes or no where we can. And I'm sure I elaborated  
4 slightly beyond that, but I assure the Court it was a  
5 mechanical conversation.

6 THE COURT: Mr. Garman, as I said yesterday, and I've  
7 said a couple times, your word's pretty good with me.

8 MR. GARMAN: Thank you.

9 THE COURT: Mr. Gruber.

10 MR. GRUBER: Thank you, Your Honor.

11 BY MR. GRUBER:

12 Q Mr. LaPierre, I know this is not the way you usually  
13 engage in conversation, so I understand the issues. So -- but  
14 if we could continue, we talked about the concern for leaks.  
15 And now I'd like to ask you about your employment agreement.

16 MR. GRUBER: And could we have that pulled up, AMC  
17 Exhibit -- trial Exhibit 11?

18 Q And it's Paragraph 2, Duties and Compensation.

19 (Pause)

20 Q Mr. LaPierre, are you there with me now?

21 A Yes.

22 Q Thank you. If you go to the middle of the 2A paragraph,  
23 with the word "Among," do you see that?

24 A (No verbal response).

25 Q "Among his authorities."

1 A Yes, I do.

2 Q Okay. Would you read that full sentence, starting with  
3 "Among his authorities" out loud?

4 A "Among his authorities, employee shall be empowered to  
5 exercise corporate authority in furtherance of the mission and  
6 interest of the NRA, including, without limitation, to  
7 reorganize or restructure the affairs of the Association for  
8 purposes of cost minimization, regulatory compliance, or  
9 otherwise."

10 Q And, sir, is that the sentence that you believed allowed  
11 you to file the Chapter 11 petition on January 15th, I believe  
12 it was?

13 A Yes.

14 Q Okay. And I believe you said a number of times in your  
15 deposition that without that wording in your agreement, you  
16 would have been reluctant or would not have filed the Chapter  
17 11 bankruptcy, isn't that correct?

18 A Yes.

19 Q Can I ask you, when did you come to the understanding that  
20 that sentence allowed you to file a Chapter 11 bankruptcy?

21 A That -- that's the way I read the sentence, it allowed  
22 me --

23 Q Okay. Without --

24 A -- to do that.

25 Q Okay. So without anybody ever saying anything about it to



1 you, you looked at your employment agreement and you said that  
2 allows me to file a Chapter 11 bankruptcy, that sentence, is  
3 that what you're saying?

4 A I'm saying I believe that sentence allowed me to -- to  
5 file.

6 Q That's not what I'm asking. How did you come to that  
7 conclusion, that that sentence allowed you to file a Chapter 11  
8 bankruptcy?

9 A It says "restructure the affairs of the Association."

10 Q So, again, when you saw that language for the first time  
11 in an agreement, you understood you could file a Chapter 11  
12 bankruptcy based on that language if the Board approved the  
13 agreement, is that correct?

14 A That was my understanding -- belief.

15 Q And nobody had -- that what you're saying is nobody had to  
16 explain that if that sentence were approved in your employment  
17 agreement that you could file a Chapter 11 bankruptcy petition  
18 without going to the Board of Directors specifically.

19 MR. GARMAN: Your Honor, I --

20 A The S L --

21 MR. GARMAN: Wayne, I'm going to object. Your Honor,  
22 I object only to the extent that the question is inviting the  
23 advice given by counsel, and I would instruct the witness not  
24 to answer to that extent.

25 MR. GRUBER: Your Honor, I object to that speaking

1 objection, and I don't think the question elicited that issue.

2 THE COURT: I am going to overrule that objection.

3 But, Mr. Gruber, I'm not going to allow you to ask him things  
4 that attorneys talked to him about, so everybody should know  
5 that.

6 MR. GRUBER: Okay.

7 BY MR. GRUBER:

8 Q I'm just trying to determine, Mr. LaPierre, if you came to  
9 the conclusion on your own without anybody else telling you  
10 that the sentence that we've been talking about allowed you to  
11 file a Chapter 11 petition.

12 A I believed that on my own, without going into what  
13 attorneys told me. I also talked with the members of the SLC  
14 about it, and they believe that that sentence delegated to the  
15 EVP the authority to do it.

16 Q And you -- you -- you've just thrown talking to counsel --  
17 and I wasn't asking that, but I -- but at this time, without  
18 telling me counsel or anything else, I just want to know if  
19 anybody else helped you come to the conclusion that that  
20 sentence meant you could file for Chapter 11 bankruptcy.

21 A Yes.

22 Q And who was that?

23 A I just said, the other members of the SLC --

24 Q Okay.

25 A -- that I talked to.

1 Q And that's all, just -- just you -- you figured it out,  
2 and then the SLC, but nobody else?

3 A Counsel also believed that.

4 Q Did you share that interpretation of what that language  
5 meant with the Board of Directors, either on January 6th or  
6 January 7th at the various meetings?

7 A I did not.

8 Q And why not?

9 A I wasn't in the session when it was being discussed.

10 Q Well, did you have the ability to call your own session if  
11 you wanted to that day?

12 A This related to my contract, and I wasn't in the session.

13 Q Well, I'm asking you, you're -- you kind of run things  
14 around the NRA, could you have had a closed session where you  
15 discussed that issue with the Board of Directors if you had  
16 wanted to?

17 A I would have had to have asked the Board's permission if I  
18 -- if I wanted to do that.

19 Q Did you have a plan, sir, to intentionally avoid  
20 explaining what your contract meant to you, which is being able  
21 to file a Chapter 11 petition without coming back to them, did  
22 you intentionally carry out a plan to avoid telling the Board,  
23 and then file the petition without their permission?

24 A No, it was one of the -- it was one of the options, but --  
25 it was one of the options, but we hadn't decided yet.

1 Q Have you ever discussed specifically with anyone -- and  
2 you can leave out counsel for now -- of going around the Board  
3 and not explaining the meaning of the sentence we went through  
4 from your employment agreement?

5 A No, that was -- it was in the employee contract that was  
6 put forward, and I wasn't in that meeting.

7 Q And I'm asking you if there was ever any discussion with  
8 anybody else about getting this language in your agreement, and  
9 specifically not telling the Board of Directors what you  
10 thought it allowed you to do so that you would avoid leaks?

11 A Yes.

12 Q So what you're saying is that you did know that, in your  
13 mind, it allowed you to do a Chapter 11 bankruptcy, but there  
14 was an understanding that you would avoid telling the Board so  
15 they wouldn't leak that information.

16 A It was an option.

17 MR. GARMAN: Objection. Objection; it misstates his  
18 prior testimony.

19 THE COURT: Do you want to restate your question?

20 MR. GRUBER: I think it's exactly, I was just trying  
21 to get it again because it sounded good to me.

22 THE COURT: Restate your question.

23 BY MR. GRUBER:

24 Q Was there a plan to have this language in your employment  
25 agreement that you claim allows you to go and file a Chapter 11

1 petition, and intentionally not tell the Board that that's what  
2 it meant to you?

3 A No, the Board could have -- in an executive session ask  
4 whatever questions they wanted to about that sentence.

5 Q But you don't think that anyone had a duty to tell the  
6 Board that this language meant that y'all would be in the  
7 position to file Chapter 11 bankruptcy without coming back to  
8 them?

9 A We thought the language was very, very, very clear that it  
10 gave the Executive VP's office the authority to restructure.

11 Q You thought it was very clear language, is that what  
12 you're saying?

13 A Yes.

14 Q And -- and do you understand that businesses restructure  
15 all the time internally.

16 A Yes.

17 Q So somebody's supposed to read that in your Board meeting,  
18 and they're supposed to understand in the next week or two you  
19 may file a Chapter 11 petition, isn't that right?

20 MR. GARMAN: Objection; argumentative.

21 THE COURT: Overruled.

22 A Any -- I wasn't in the session. They could have asked any  
23 question they wanted to.

24 Q Do you understand that Mr. Frazer, first of all, did have  
25 some knowledge that there was some research being done, and

1 lawyers were working on the idea of a Chapter 11 bankruptcy  
2 before the Board meeting, you understand that?

3 A It was an option, as I've said, that -- among others.

4 Q My -- and the point of my question is you understand that  
5 Mr. Frazer had some knowledge that that was being looked at  
6 before the Board meeting, right?

7 A I don't -- I don't know.

8 Q Do you know that Mr. Frazer actually spoke to the -- spoke  
9 to the Board about your employment agreement in a closed  
10 session on the 6th of January?

11 A No, I don't know that.

12 Q Well, I will ask you to assume that both those things  
13 occurred, and I think they're clear from the record. That  
14 being the case, sir, do you understand that he did not -- the  
15 general counsel of the NRA did not put together the fact that  
16 that language was in your employment agreement, and that it  
17 would allow a filing of a Chapter 11 bankruptcy, do you  
18 understand that?

19 MR. GARMAN: Your Honor, I object; counsel's  
20 introducing facts.

21 THE COURT: Overruled.

22 MR. GRUBER: That are in evidence, Your Honor.

23 THE COURT: Overruled.

24 A I don't know what Mr. Frazer understood at that point.

25 Q Well, if the general counsel to the NRA, having some

1 knowledge that they're -- and the other -- well, let me ask you  
2 this. The other Board members weren't told that we're doing  
3 the research for a Chapter 11, were they?

4 A I don't believe they were, no.

5 Q So -- so, again, my question is, assuming that Mr. Frazer  
6 had some idea that there was some research being done on doing  
7 a bankruptcy, and he did talk to the Board of Directors in  
8 closed sessions about your employment agreement, his testimony  
9 is that he did not put that language together with filing the  
10 Chapter 11 bankruptcy. Do you find that unusual?

11 A No.

12 Q Okay. But even though the general counsel of the NRA was  
13 not able to put that together, the language from your  
14 employment agreement with filing a Chapter 11, you expected all  
15 the Board members to do it, is that right?

16 A I wasn't in the session, as I've said. They could have  
17 asked any question they wanted to, including that.

18 Q Let me ask you a different way. Given what Mr. Frazer has  
19 said, do you think that the Board members were in a better  
20 position than Mr. Frazer to understand the meaning of those  
21 words meant that you could file a Chapter 11 petition?

22 MR. GARMAN: Your Honor, I have an objection. The  
23 exclusionary rule is invoked, he doesn't know what Mr. Frazer  
24 testified to.

25 MR. GRUBER: Well, Counsel, the rest of us do.

1 THE COURT: Overruled.

2 MR. GRUBER: I'm sorry, Your Honor, that should have  
3 been addressed through you.

4 (Pause)

5 MR. GRUBER: Your Honor, did you rule on the  
6 objection?

7 THE COURT: I overruled the objection.

8 MR. GRUBER: Okay; thank you. I'm sorry, I can't  
9 hear sometimes.

10 Could I have that question read back?

11 THE COURT: I'm sorry, our system doesn't -- our  
12 system's different than that, Mr. Gruber.

13 MR. GRUBER: Okay.

14 THE COURT: You're going to have to go from memory.

15 MR. GRUBER: That's -- that's not going to work,  
16 okay.

17 BY MR. GRUBER:

18 Q Let me ask this: Do you think the Board of Directors were  
19 in a better position to understand the meaning of your  
20 employment agreement than -- as far as it allowing you to file  
21 a Chapter 11 petition, do you think those Board members were in  
22 a better position to understand that than the general counsel  
23 of the NRA? It's a yes or no.

24 A No.

25 Q All right. Would you agree that filing a Chapter 11



1 bankruptcy is a major decision for the NRA?

2 A I would.

3 Q Okay. And is it true that you've told your members that  
4 the NRA filed for bankruptcy because the State of New York was  
5 weaponized against the NRA?

6 A I believe that to be true.

7 Q Okay.

8 MR. GRUBER: Your Honor, could we -- well, first of  
9 all, could we pull up, Stephanie, AMC trial Exhibit 84?

10 Q And are you familiar with this document?

11 A Yes, I am.

12 Q Okay.

13 MR. GRUBER: Your Honor, we'd ask to admit trial  
14 Exhibit -- AMC trial Exhibit 84.

15 MR. GARMAN: Your Honor, I have no objection, but I  
16 do believe we admitted this exhibit, or an identical one.

17 THE COURT: Yeah, I think the paper is in, I'm not  
18 sure which exhibit it came in under. But to the extent it's  
19 not in, 84 is in.

20 (AMC Exhibit 84 admitted into evidence)

21 MR. GRUBER: If we could also look at trial Exhibit  
22 40, please.

23 BY MR. GRUBER:

24 Q And are you familiar with this document, Mr. LaPierre?

25 A Yes, I am.

1 Q And one of the quotes is, "Under this plan, the  
2 Association wisely seeks protection from New York officials who  
3 it believes have illegally weaponized their powers against the  
4 NRA and its members," do you see that?

5 A I do.

6 Q So you used New York officials -- we'll get to some other  
7 questions in a minute. But are you -- do you understand that  
8 the judges are often considered officials of the State?

9 A Yes.

10 Q Okay. So let's see, does this mean that you believe the  
11 New York Attorney General is not going to follow the law, as  
12 she pursues her claims against the NRA?

13 A I believe the New York Attorney General made a campaign  
14 promise to --

15 MR. GRUBER: Objection, Your Honor.

16 THE COURT: Sustained.

17 BY MR. GRUBER:

18 Q My question is, do you believe that the New York Attorney  
19 General is not going to follow the law as she pursues her  
20 claims against the NRA?

21 A I do believe that.

22 Q Okay. And do you believe the Attorney General in New York  
23 filed claims against the NRA in bad faith?

24 A I do.

25 Q And do you believe that the New York Attorney General has

1 abandoned her professional and ethical oath in order to pursue  
2 an enforcement action against the NRA?

3 A In order to fulfill a campaign promise.

4 MR. GRUBER: Objection as non-responsive.

5 A Yes, I do.

6 Q Okay; thank you. You've previously testified the playing  
7 field is not level in New York, is that correct?

8 A That's correct.

9 Q And if you could look at AMC trial Exhibit 51, please.

10 (Pause)

11 Q And if I could, just the second line that begins with "The  
12 NRA," would you please read that sentence?

13 A "The NRA announced it will reorganize the Association as a  
14 Texas nonprofit to abandon the corrupt political and regulatory  
15 environment in New York. This action will ensure our continued  
16 success as the nation's leading advocate for constitutional  
17 freedom."

18 Q Okay. And do you believe that the political and  
19 regulatory environment in New York is corrupt?

20 A I do, yes.

21 Q Are you aware of whether New York's judges, at both the  
22 district -- the trial court level and appellate level are  
23 elected by partisan election?

24 A I am.

25 Q And that being the case, do you include the district trial

1 court and the appellate judges in your statement that the  
2 environment -- political and regulatory environment in New York  
3 is corrupt?

4 A I believe the whole environment in New York is politicized  
5 and not a level playing field to the NRA.

6 Q And I -- okay.

7 MR. GRUBER: I would strike as non-responsive, but I  
8 will accept that answer.

9 Q But I would go back to my question, which is do you  
10 believe that state district judges, the trial courts and the  
11 appellate courts in New York, are corrupt political and  
12 regulatory -- part of the corrupt political and regular  
13 environment in New York?

14 A I believe that the government of New York, the Department  
15 of Financial Services, the AG's Office, the regulatory  
16 environment has been politicized because we have a different  
17 political viewpoint. I don't know about the court system.

18 Q All right. Are you -- okay. Are you saying that you did  
19 not mean to infer -- or not infer, you didn't mean to accuse  
20 the state courts and appellate courts of New York of being  
21 corrupt when you made these statements?

22 MR. GARMAN: Your Honor, I object. I believe it's  
23 argumentative, and I believe it misstates the evidence.

24 THE COURT: Do you want to restate your question?

25 BY MR. GRUBER:

1 Q You stated the NRA announced it will reorganize the  
2 Association in Texas as a nonprofit to abandon the corrupt  
3 political and regulatory environment in New York. I'm trying  
4 to get you just to tell me one way or the other, does that  
5 include the state district and appellate courts?

6 A I just know that New York is a very heavily democratic  
7 state, and it -- that reflects itself in who's elected to the  
8 courts.

9 Q I'm asking you a question.

10 A I wouldn't call the courts corrupt, no. I would call -- I  
11 believe that the -- the Department of Financial Services is,  
12 and I believe the AG's Office is, and their regulatory process  
13 is.

14 Q So can -- and just -- could you just tell me whether you  
15 think the state court, the district courts, the trial courts,  
16 and the appellate courts are corrupt or are they not corrupt in  
17 your opinion?

18 A No, I think --

19 Q Just can you tell me?

20 A I think they're not.

21 Q Isn't it true, since I think you finally stated that you  
22 don't think the courts are corrupt, that you're in front of a  
23 Judge Joel Cohen with regard to the claims that have been  
24 brought by the AG against the NRA, are you aware of that?

25 A I am.

1 Q And do you understand specifically that the New York  
2 Attorney General doesn't have the ability to just unilaterally  
3 come in and dissolve the NRA?

4 A She has stated her intention is to dissolve the NRA and  
5 seize its assets.

6 Q Do you believe she has that capability without going to a  
7 court and having the court handle it?

8 A I believe that's what she intends to pursue.

9 Q Well, I'm asking you this: Do you believe that she can  
10 dissolve the NRA without a court doing it?

11 A I'm not a lawyer, all I know is what I believe her  
12 intention is.

13 Q But if -- and I'll state that the specific pleading that  
14 was filed by the New York AG was to ask whether the NRA should  
15 be dissolved in the court's discretion, do you understand that?

16 A Yeah, I also believe she was trying to --

17 MR. GRUBER: Strike -- anything after that, I'll ask  
18 it be stricken.

19 THE COURT: Sustained.

20 BY MR. GRUBER:

21 Q So you understand it's in a court's discretion whether the  
22 NRA is dissolved, do you understand that?

23 A Yes.

24 Q And do you understand that not only, there's an appellate  
25 court above the trial court that you're in right now, is that

1 correct?

2 A Yes.

3 Q Are you aware there's a New York appellate court above  
4 that trial -- above that appellate court, another one, is that  
5 -- do you understand that?

6 A Yes.

7 Q And that being the case, the New York Attorney General  
8 can't dissolve or do anything else to you without the approval  
9 of that court, and then two levels of appeal, do you understand  
10 that?

11 A Yes.

12 Q Do you -- do you -- have you heard that judge's name  
13 before that -- Judge Joel Cohen, have you heard that name  
14 before?

15 A I have.

16 Q And I may have gotten this wrong, but isn't that the judge  
17 that did the Oliver North case?

18 A I'm not aware of that.

19 Q Did y'all win that case?

20 A (No verbal response).

21 Q Did the NRA win the Oliver North case?

22 A I -- I -- I don't know where that -- I don't know.

23 Q Well, if you won it in that court, would you have some  
24 confidence that maybe between you and dissolution is a judge  
25 that would decide things fairly?

1 A I don't -- I don't know.

2 Q Do you also understand that you're in Federal Court  
3 involving the claims you have against the New York Attorney  
4 General's Office?

5 A I do.

6 Q And do you understand that that court is there to protect  
7 the rights of the NRA if illegal action is conducted by the New  
8 York Attorney General, do you understand that?

9 A Yes, I do.

10 Q And do you understand that there's an appellate court  
11 above that, the Second Circuit?

12 A Yes.

13 Q And then there's the U.S. Supreme Court, do you understand  
14 that?

15 A Yes.

16 Q Do you believe that the dissolution of the NRA is a  
17 significant enough of a legal event that the Supreme Court  
18 might take it if there were a chance that it would be  
19 dissolved?

20 A Yes, I do.

21 (Pause)

22 MR. GRUBER: And I'm skipping a bunch of questions  
23 here, so y'all ought to let me take a couple of minutes and do  
24 it, so --

25 THE COURT: If you're skipping, please -- please keep



1 doing it.

2 (Laughter)

3 MR. GRUBER: I thought it would get your attention,  
4 Your Honor, so --

5 (Laughter/Pause)

6 BY MR. GRUBER:

7 Q Can I ask you if -- you talked about in your deposition  
8 "gasoline," what does that term mean to you in connection with  
9 the NRA?

10 MR. GARMAN: Objection; I don't understand the  
11 question, Your Honor.

12 MR. GRUBER: Well, you don't have to understand it,  
13 he has to understand it.

14 Q Do you understand the question?

15 A I -- you know, I saw -- I -- yes, I do.

16 Q Okay. And so explain what "gasoline" means with regard to  
17 the NRA fundraising.

18 A That was totally taken out of context in the Ackerman  
19 McQueen lawsuit the way they referred to that phrase that I  
20 once said. They -- this is going to go into an explanation,  
21 and I'm -- is that what you're seeking?

22 Q Yeah, tell me what you understand "gasoline" to mean in  
23 connection with fundraising.

24 A I didn't use that term "gasoline" in relation to  
25 fundraising.

1 Q If you --

2 A Ackerman McQueen took it out of context.

3 Q If you didn't use it -- if you say you didn't use it,  
4 we'll move onto something else.

5 But -- but don't -- don't -- doesn't the NRA use its  
6 fundraising literature to set up an enemy and raise funds based  
7 on a perceived enemy?

8 A No, I think we accurately portray the needs of the NRA, in  
9 terms of our programs. And I think we also accurately portray  
10 the legislative and political landscape the NRA faces, and our  
11 members ultimately, which are the NRA, the five million members  
12 of the NRA.

13 Q Well, specifically haven't you sent out fundraising  
14 material, you know, with the target being AMC, Ackerman  
15 McQueen?

16 A You'd have to refer me to what material you're talking  
17 about.

18 Q You don't have any -- I'll just ask you, you don't have  
19 any recollection of that?

20 A Not unless it's in a fundraising letter that talks about  
21 the weaponized atmosphere from New York, and the fact that the  
22 NRA had to bring suit against Ackerman McQueen to look at the  
23 books and records.

24 Q Okay. There was some discussion yesterday, I just want to  
25 confirm that you have used the New York Attorney General as a

1 target a fundraising effort, is that true?

2 A We believe that fundraising letter accurate portrayed the  
3 situation that was described to us by General Schneiderman as  
4 to what we were facing, which played out with the weaponization  
5 of the Department of Financial Services trying to sever our  
6 banks and our insurance relationships, and our affinity  
7 relationships, and then with the Attorney General with her  
8 campaign promise, and ultimately starting an investigation  
9 based on her campaign promise.

10 MR. GRUBER: Objection; the whole thing is non-  
11 responsive, Your Honor.

12 THE COURT: Sustained.

13 THE WITNESS: Well, what -- could you restate the  
14 question?

15 BY MR. GRUBER:

16 Q My question is have you sent out fundraising materials and  
17 attempted to fundraise with the actions of the New York  
18 Attorney General as a target?

19 A Yes.

20 Q Okay; thank you, sir.

21 (Pause)

22 MR. GRUBER: I'm skipping again, Your Honor.

23 THE COURT: Thank you.

24 (Pause)

25 MR. GRUBER: Could you go back to trial Exhibit 40?

1 I'm not sure we introduced it, is that one we needed to?

2 MR. GARMAN: No objection, Your Honor.

3 THE COURT: AMC 40 is in.

4 (Ackerman Exhibit 40 admitted into evidence)

5 BY MR. GRUBER:

6 Q There is a quote in here from Mr. Brewer, is that right?

7 A I believe that's correct, I am --

8 Q And there's four people that give quotes in this  
9 leadership document, is that right?

10 A Yes.

11 Q And is that kind of the Mount Rushmore of NRA, those four  
12 people that are specified as the leaders?

13 A No.

14 Q Okay. So would you not -- is Mr. Brewer not one of the  
15 top four leaders --

16 A No, he's the --

17 Q -- of the NRA?

18 A He's litigation counsel.

19 Q But he's also your -- the head of your PR effort, is he  
20 not?

21 A No, that's not -- no.

22 Q So who is your -- who is your go-to PR firm?

23 A Andrew Arulanandam who works with me who has a staff, and  
24 we do it in-house now.

25 Q Well, you do it in-house, but anything to do with

1 litigation, isn't Mr. Brewer in charge of your PR efforts?

2 A No.

3 Q You don't think that's correct.

4 A I think Andrew Arulanandam is in charge, working with  
5 Travis Carter at the Brewer firm.

6 Q And if --

7 A If it involves legal matters.

8 Q And if it involves any legal matter, the Brewer firm and  
9 its PR arm will be involved, isn't that correct?

10 A Yes.

11 Q And they're certainly intricately involved --

12 A Let me -- let -- may I --

13 Q Your lawyer can take you and ask you anything he wants in  
14 a --

15 A Okay.

16 Q -- in a little bit --

17 A Okay.

18 Q -- if you don't mind. So in this bankruptcy process,  
19 would you say that Mr. Brewer is the quarterback of the  
20 bankruptcy team?

21 A I would say there are a team of quarterbacks: The Neligan  
22 firm, the Garman firm, and the Brewer firm.

23 Q Well, but isn't the idea there's only one ball, so who is  
24 in -- among that group, who is in charge of organizing the  
25 bankruptcy effort?

1 A I believe they're all working together.

2 Q Okay. But in this effort, will you agree that in the  
3 bankruptcy proceeding, Mr. Brewer's in charge of the PR  
4 efforts?

5 A In regard to the legal matters on the bankruptcy, the  
6 Brewer firm working with Andrew Arulanandam is in charge.

7 Q Okay.

8 A If it were a second amendment issue or something, the  
9 Brewer firm would have nothing to do with it.

10 Q Okay; thank you.

11 (Pause)

12 MR. GRUBER: Your Honor, you had said something about  
13 breaking at noon. I was going to start a new section, is  
14 that --

15 THE COURT: Yeah, that would be -- this would be  
16 good.

17 Let me ask you, about how much longer do you think  
18 you have with the witness, just about?

19 MR. GRUBER: Your Honor, I will say no more than a  
20 half hour, but as I said -- no more than a half hour, I don't  
21 believe, Your Honor.

22 THE COURT: Okay. I'm trying not to hold anyone to  
23 the minute, so I was just trying to get a ballpark.

24 Mr. Taylor, what do you have of this witness?

25 MR. TAYLOR: Your Honor, this is Clay Taylor. Mr.

1 Watson will actually be conducting the examination.

2 THE COURT: Okay.

3 MR. TAYLOR: We anticipate it will go 15 to 30  
4 minutes.

5 THE COURT: Okay. Again, I'm just trying to get a  
6 ballpark for the afternoon.

7 Mr. Drake?

8 MR. DRAKE: Your Honor, I expect it will be very  
9 brief, five to ten minutes.

10 THE COURT: All right. And then, Mr. Garman, I guess  
11 you're going to wade through the questioning to decide whether  
12 you're going to question the witness or not today, is that  
13 right?

14 MR. GARMAN: Yeah, I don't know the answer as I sit  
15 here right now, Your Honor.

16 THE COURT: Okay, all right.

17 We also had the Ackerman -- I'm just going to call it  
18 deposition matter that's -- the debtors have filed an objection  
19 to that I said we'd take up in the first part of the afternoon.  
20 What's y'all thinking on time on that knowing that we've all  
21 read your papers?

22 MR. GARMAN: Your Honor, I can't imagine my  
23 presentation's more than five, ten minutes tops.

24 THE COURT: Okay. And, Mr. Mason --

25 MR. MASON: Your Honor, I don't believe -- I would

1 imagine collectively, we'll be less than 30 minutes.

2 THE COURT: Okay. Why don't we think in terms of  
3 that being a 30-minute matter, and then I'm going to break, and  
4 visit with law clerks, and come back, and hopefully can give  
5 you a ruling within just a few minutes after that after we've  
6 talked about it some more.

7 So we'll take that up at 1:15. If you're not  
8 involved in that, you're certainly welcome to ring in and watch  
9 us, but we won't get back to evidence with Mr. Gruber finishing  
10 up his examination until, I would think, you know, getting  
11 close to 2 o'clock probably.

12 Mr. LaPierre, during the break, you're not to speak  
13 to anyone about your testimony, do you understand that?

14 MR. LAPIERRE: Yes, Your Honor.

15 THE COURT: Okay. We'll be in recess until 1:15  
16 central time.

17 (Whereupon, the morning session recessed at 12:02 p.m.)  
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I, KAREN HARTMANN, a certified Electronic Court Transcriber, certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.



Karen Hartmann, AAERT CET 475 Date: April 8, 2021  
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**A**

**AAERT** - 113:13  
**Abandon** - 99:14, 101:2  
**Abandoned** - 99:1  
**Ability** - 91:10, 102:2  
**Able** - 10:8, 15:5, 69:9, 91:20, 95:13  
**Above** - 102:25, 103:3, 103:4, 104:11, 113:9  
**Abrasive** - 33:21  
**Accept** - 100:8  
**Accepted** - 8:6  
**Access** - 64:16, 65:23  
**Accompanied** - 5:1, 7  
**Accomplishing** - 33:23  
**According** - 37:10  
**Accordingly** - 67:8  
**Account** - 61:18, 70:14, 71:19  
**Accurate** - 107:2  
**Accurately** - 106:8, 106:9  
**Accuse** - 100:19  
**Accused** - 58:11  
**Action** - 32:1, 99:2, 99:15, 104:7  
**Actions** - 107:17  
**Activities** - 28:10  
**Ad** - 34:20  
**Add** - 53:15  
**Added** - 53:18, 53:22  
**Addition** - 53:4, 54:1, 58:6  
**Address** - 67:22  
**Addressed** - 96:3  
**Addresses** - 69:1  
**Admissible** - 62:20  
**Admission** - 45:10, 45:17, 57:4, 67:20  
**Admit** - 48:24, 49:5, 62:2, 62:19, 67:25, 97:13  
**Admitted** - 49:7, 57:8, 67:13, 68:2, 68:9, 83:5, 83:14, 83:16, 97:16, 97:20, 108:4  
**Advance** - 63:19  
**Advice** - 73:1, 73:4, 75:7, 76:6, 76:16, 77:4, 77:6, 77:15, 82:8, 82:10, 82:13, 89:23

**Advise** - 73:4, 81:19  
**Advised** - 61:1, 70:25, 72:19  
**Advising** - 73:13  
**Advocate** - 43:17, 99:16  
**Affairs** - 24:1, 88:7, 89:9  
**Affinity** - 107:6  
**Afternoon** - 6:8, 7:6, 7:25, 79:8, 111:6, 111:19  
**AG** - 11:13, 46:2, 57:11, 101:24, 102:14  
**Against** - 29:6, 73:25, 80:10, 97:5, 98:3, 98:12, 98:20, 98:23, 99:2, 101:24, 104:3, 106:22  
**Agency** - 17:21, 17:24  
**Agenda** - 24:6  
**Agent** - 14:9, 29:15  
**Aggregate** - 71:22  
**Agree** - 11:20, 11:22, 35:16, 35:19, 35:22, 74:24, 81:9, 96:25, 110:2  
**Agreed** - 25:5, 25:8, 25:11, 25:14, 83:9  
**AG's** - 80:8, 100:15, 101:12  
**Ahead** - 8:17, 8:19, 47:23, 62:14, 73:13, 75:22  
**Air** - 53:15, 53:18, 53:23  
**Airfare** - 14:16, 53:15  
**Allegations** - 40:24, 41:18  
**Allegiance** - 11:21  
**Allow** - 90:3, 94:17  
**Allowed** - 30:23, 88:10, 88:20, 88:21, 89:4, 89:7, 90:10, 92:10, 92:13  
**Allowing** - 66:22, 96:20  
**Allows** - 89:2, 92:25  
**Alternative** - 61:25  
**AMC** - 54:22, 67:10, 67:12, 67:15, 68:2, 83:14, 83:16, 87:16, 97:9, 97:14, 97:20, 99:9, 106:14, 108:3  
**AMC's** - 84:18, 84:20, 84:21  
**Amendment** - 11:20

, 11:23, 11:24, 39:19, 110:8  
**Amendments** - 11:2, 12:6  
**America** - 47:6  
**American** - 38:18  
**Among** - 87:23, 87:25, 88:3, 88:4, 94:3, 109:24  
**Amount** - 10:9, 12:19, 13:23, 71:22, 71:24  
**Andrew** - 63:11, 108:23, 109:4, 110:6  
**Angus** - 50:7, 50:8  
**Announce** - 86:3  
**Announced** - 36:3, 99:13, 101:1  
**Anticipate** - 111:3  
**Anticipated** - 23:19, 23:20  
**Anxious** - 9:20  
**Anyway** - 63:25  
**Apartment** - 30:20, 65:16  
**Apologize** - 8:18, 14:7, 23:19, 46:19, 46:22, 78:13, 78:25, 79:14  
**Apparently** - 15:5  
**Appeal** - 103:9  
**Appearance** - 6:19  
**Appearances** - 5:5  
**Appearing** - 5:6, 6:21  
**Appears** - 9:14, 36:16, 48:22  
**Appellate** - 99:22, 100:1, 100:11, 100:20, 101:5, 101:16, 102:24, 103:3, 103:4, 104:10  
**Appoint** - 33:15  
**Appointed** - 33:11  
**Appointment** - 63:7  
**Appreciate** - 10:21  
**Appropriate** - 13:5, 56:18, 59:8, 69:20, 79:18  
**Approval** - 49:24, 50:3, 84:1, 84:2, 84:11, 103:8  
**Approve** - 49:19, 81:20  
**Approved** - 30:8, 50:1, 70:21, 71:5, 71:24, 79:17, 89:12, 89:16  
**Approves** - 81:1  
**Approving** - 80:4

**April** - 57:17, 58:3, 113:13  
**Arbitration** - 26:1  
**Area** - 33:15, 78:17  
**Argue** - 73:25  
**Argument** - 9:15  
**Argumentative** - 93:20, 100:23  
**Arising** - 28:10  
**Arm** - 109:9  
**Arrange** - 39:19  
**Arranged** - 17:18, 31:4, 31:10, 31:13, 31:18  
**Arrangements** - 18:13  
**Arranging** - 32:2  
**Arulanandam** - 63:1, 108:23, 109:4, 110:6  
**Assessment** - 35:1, 6, 35:19, 35:22  
**Assets** - 102:5  
**Associates** - 31:5  
**Association** - 5:2, 24:2, 27:7, 47:6, 88:7, 89:9, 98:2, 99:13, 101:2  
**Assure** - 86:15, 87:4  
**Atmosphere** - 106:21  
**Attached** - 68:21, 71:20, 79:17, 80:24  
**Attempt** - 50:19  
**Attempted** - 107:17  
**Attention** - 105:3  
**Attorneys** - 56:20, 70:5, 72:21, 75:6, 90:4, 90:13  
**Auction** - 15:22, 16:11  
**Audios** - 86:4  
**Audit** - 40:8, 40:17, 40:20, 41:16, 41:17, 56:19, 56:22, 57:20, 59:10  
**Authorities** - 87:25, 88:3, 88:4  
**Authority** - 85:10, 88:5, 90:15, 93:10  
**Authorize** - 31:1, 33:2, 47:9, 70:12, 80:25  
**Authorized** - 30:14, 30:18, 30:20, 80:25  
**Avoid** - 91:19, 91:22, 92:10, 92:14  
**Aware** - 12:6, 36:8, 36:11, 37:10, 56:22,

**B**

**Background** - 27:2, 0, 27:24  
**Backup** - 15:24, 61:2  
**Ball** - 109:23  
**Ballpark** - 110:23, 111:6  
**Banks** - 107:6  
**Based** - 34:3, 89:12, 106:6, 107:9  
**Basis** - 13:22, 18:18, 28:15, 34:7, 34:8, 43:11  
**Bates** - 62:19  
**Bears** - 62:19  
**Became** - 34:13, 35:1  
**Become** - 35:24  
**Becoming** - 42:12  
**Begins** - 99:11  
**Behind** - 42:21  
**Belief** - 89:14  
**Believed** - 51:24, 56:4, 88:10, 90:12, 91:3  
**Believes** - 98:3  
**Below** - 79:11  
**Benefit** - 12:15, 13:6, 15:13, 23:6, 34:4  
**Benefits** - 13:7, 14:12, 22:13, 22:16, 22:18, 22:22, 22:25, 23:1, 23:4, 38:8  
**Bill** - 53:8, 53:16, 54:5, 59:3, 59:6, 59:11, 59:15, 69:17, 69:18  
**Billed** - 53:10, 54:10, 54:19  
**Billing** - 32:23, 38:22, 53:19  
**Bills** - 40:3, 40:8, 40:21, 41:17, 53:14, 53:15, 53:18, 53:23, 58:14, 58:17, 58:24, 59:2, 59:10, 69:15, 72:13, 72:17, 74:10, 74:12  
**Bit** - 7:15, 9:18, 10:6, 68:9, 109:16  
**Black** - 22:7  
**Blanks** - 10:16  
**Blocking** - 43:16

<p><b>Board's</b> - 91:17  <b>Bob</b> - 34:24  <b>Bold</b> - 70:1  <b>Bonds</b> - 5:23  <b>Booked</b> - 18:12, 21:14, 21:22  <b>Books</b> - 50:21, 106:23  <b>Both</b> - 23:21, 61:21, 94:12, 99:21  <b>Bottom</b> - 78:24, 79:22  <b>Bought</b> - 15:21  <b>Break</b> - 52:5, 52:9, 62:17, 67:22, 68:1, 85:15, 85:16, 85:19, 85:20, 85:22, 85:23, 86:13, 112:3, 112:12  <b>Breaking</b> - 110:13  <b>Brewer's</b> - 110:3  <b>Brian</b> - 5:12  <b>Brief</b> - 9:1, 111:9  <b>Bright</b> - 42:13, 42:16  <b>Broadcast</b> - 7:3, 14:19, 86:8  <b>Brought</b> - 101:24  <b>Brownell</b> - 29:3, 36:16  <b>Brownell's</b> - 36:20  <b>Bublick</b> - 6:8  <b>BUCHANAN</b> - 6:15, 6:17, 6:18  <b>Budget</b> - 50:14  <b>Building</b> - 43:3, 43:20, 43:22, 44:23  <b>Bulk</b> - 54:14  <b>Bunch</b> - 104:22  <b>Bureaucracy</b> - 43:3, 43:20, 43:22  <b>Business</b> - 13:11, 15:16, 28:5, 28:6, 28:7, 28:10, 29:1, 29:17, 48:6, 48:15, 48:17, 53:13, 54:11, 54:13  <b>Businesses</b> - 93:14  <b>Buz</b> - 9:7</p>	<p><b>Calls</b> - 18:25, 19:9, 20:3  <b>Campaign</b> - 98:13, 99:3, 107:8, 107:9  <b>Candidate</b> - 51:2, 51:8  <b>Can't</b> - 10:8, 20:4, 37:15, 43:14, 49:3, 96:8, 103:8, 111:22  <b>Capability</b> - 102:6  <b>Capacity</b> - 37:18, 64:13, 64:21  <b>Car</b> - 22:7, 22:8  <b>Card</b> - 38:22, 38:23  <b>Cards</b> - 38:18, 66:17  <b>Care</b> - 10:1, 14:21  <b>Careful</b> - 68:25, 69:3, 69:5, 73:4  <b>Carefully</b> - 74:18  <b>Carolyn</b> - 36:25, 40:10, 55:9, 55:10, 55:20, 79:24  <b>Carry</b> - 29:18, 91:22  <b>Carter</b> - 51:19, 109:5  <b>Case</b> - 5:2, 8:11, 9:4, 9:10, 9:21, 27:23, 35:14, 48:6, 50:16, 80:8, 82:2, 94:14, 99:25, 103:7, 103:17, 103:19, 103:21  <b>Caution</b> - 74:17  <b>Cautioned</b> - 78:16  <b>Central</b> - 112:16  <b>CEO</b> - 35:1  <b>Certain</b> - 13:8, 13:16, 13:19, 62:7, 62:9  <b>Certainly</b> - 74:25, 109:11, 112:8  <b>CERTIFICATE</b> - 113:5  <b>Certified</b> - 113:6  <b>Certify</b> - 113:7  <b>CET</b> - 113:13  <b>CFO</b> - 34:16, 34:23, 35:5, 35:6, 35:15, 36:7, 38:19, 50:25, 51:5, 64:1, 64:3, 65:9  <b>Chair</b> - 24:16  <b>Chairman</b> - 57:20  <b>Chance</b> - 22:2, 45:14, 54:25, 57:13, 104:18  <b>Chanel</b> - 15:19  <b>Change</b> - 29:15, 68:16</p>	<p><b>Characterization</b> - 22:18  <b>Charge</b> - 33:14, 109:1, 109:4, 109:24, 110:3, 110:6  <b>Charged</b> - 32:12  <b>Charges</b> - 19:14, 22:12, 80:10, 81:3  <b>Charging</b> - 56:15  <b>Charles</b> - 57:19, 79:24, 80:3, 80:5, 80:14  <b>Charlton</b> - 17:10  <b>Charter</b> - 17:13, 53:16, 53:19  <b>Charters</b> - 20:20, 53:23  <b>Check</b> - 5:4, 16:12, 19:22, 27:21, 27:22, 27:24, 37:21, 81:5, 81:10  <b>Checked</b> - 28:7  <b>Chief</b> - 8:11, 27:3, 27:8, 29:13, 29:23, 33:11, 34:12, 34:13, 34:24, 35:2, 51:13, 51:14, 60:12, 63:13, 63:16  <b>Childress</b> - 58:18, 58:19  <b>Childress'</b> - 58:7, 59:23, 60:3  <b>Childress's</b> - 55:7  <b>Choice</b> - 50:23, 50:25, 51:5, 51:9, 51:12  <b>Chris</b> - 23:14, 24:15  <b>Chris's</b> - 24:13  <b>Christopher</b> - 6:16, 23:16, 24:5, 24:9, 25:23  <b>Circle</b> - 82:22, 83:3  <b>Circuit</b> - 104:11  <b>Claim</b> - 92:25  <b>Claims</b> - 98:12, 98:20, 98:23, 101:23, 104:3  <b>Clarification</b> - 66:6  <b>Clark</b> - 34:24  <b>Clay</b> - 5:24, 75:13, 75:16, 110:25  <b>Clerk</b> - 16:25  <b>Clerks</b> - 112:4  <b>Clip</b> - 7:24  <b>Clips</b> - 29:8  <b>Close</b> - 112:11  <b>Closed</b> - 82:22, 91:14, 94:9, 95:8  <b>Closing</b> - 9:15  <b>Club</b> - 16:9</p>	<p><b>Cohen</b> - 101:23, 103:13  <b>Collectively</b> - 112:1  <b>Colleen</b> - 32:7, 32:11, 32:24  <b>Colloquy</b> - 46:7  <b>Colonel</b> - 25:9, 39:5, 39:20, 41:16, 41:23, 59:24  <b>Columbia</b> - 6:21  <b>Come</b> - 28:25, 43:17, 62:17, 69:15, 88:19, 89:6, 90:19, 102:3, 112:4  <b>Coming</b> - 73:3, 91:21, 93:7  <b>Commencing</b> - 84:20  <b>Commercial</b> - 53:16  <b>Committee</b> - 6:13, 40:8, 40:17, 40:20, 40:23, 41:17, 41:18, 56:19, 56:22, 57:20, 59:10, 80:6, 80:8, 80:12  <b>Communications</b> - 18:23  <b>Compensation</b> - 87:18  <b>Complaints</b> - 33:19, 43:21  <b>Complete</b> - 49:4  <b>Compliance</b> - 33:12, 33:13, 33:14, 33:15, 51:15, 88:8  <b>Complicated</b> - 16:25  <b>Complying</b> - 50:18  <b>Computer</b> - 64:16, 65:11  <b>Concern</b> - 62:6, 68:5, 83:20, 83:23, 84:10, 87:14  <b>Concerned</b> - 84:25, 85:2, 85:4  <b>Concerning</b> - 59:5  <b>Concerns</b> - 26:22, 58:14, 59:23, 59:24, 60:3, 83:21, 83:24, 83:25  <b>Concludes</b> - 84:21  <b>Conclusion</b> - 43:19, 89:7, 90:9, 90:19  <b>Conducted</b> - 104:7  <b>Conducting</b> - 59:1, 111:1  <b>Conference</b> - 5:13  <b>Conferred</b> - 74:9  <b>Confidence</b> - 103:24</p>	<p><b>Confidential</b> - 62:10, 83:9  <b>Confine</b> - 12:12  <b>Confirm</b> - 106:25  <b>Conflict</b> - 58:13, 58:16  <b>Connection</b> - 105:8, 105:23  <b>Consent</b> - 57:5  <b>Considered</b> - 24:8, 39:10, 98:8  <b>Considering</b> - 85:8  <b>Consistent</b> - 70:10  <b>Constantly</b> - 19:3, 41:6, 43:2  <b>Constituent</b> - 81:3  <b>Constitutional</b> - 99:16  <b>Consultant</b> - 18:18  <b>Consulting</b> - 36:9, 37:9, 45:4, 46:1, 50:2, 50:3, 50:5, 64:13  <b>Contained</b> - 68:13  <b>Content</b> - 87:1  <b>Context</b> - 105:18, 106:2  <b>Continue</b> - 87:14  <b>Continued</b> - 7:7, 11:8, 99:15  <b>Contractor</b> - 31:5, 31:6, 51:17  <b>Contracts</b> - 12:10, 26:23, 26:24, 33:2  <b>Contrived</b> - 41:5  <b>Controls</b> - 37:18, 37:22  <b>Conversation</b> - 56:1, 63:4, 63:25, 86:15, 86:16, 87:1, 87:5, 87:13  <b>Conversations</b> - 66:12  <b>Copy</b> - 55:23, 57:17  <b>Corner</b> - 15:19  <b>Corporate</b> - 88:5  <b>Corrected</b> - 23:8  <b>Correction</b> - 37:14, 37:21, 38:25  <b>Correctly</b> - 23:20  <b>Correll</b> - 5:9  <b>Corrupt</b> - 99:14, 99:19, 100:3, 100:11, 100:12, 100:21, 101:2, 101:10, 101:16, 101:22  <b>Cost</b> - 26:22, 26:24, 32:7, 32:11, 32:23, 88:8</p>
<p style="text-align: center;"><b>C</b></p> <p><b>Calculated</b> - 12:19  <b>Calculating</b> - 13:22, 38:8  <b>Calculation</b> - 13:25, 14:1, 14:3, 14:15, 15:13  <b>Called</b> - 18:20, 44:12, 63:5, 63:8, 63:9  <b>Calling</b> - 7:19</p>				

**Cotton** - 57:19, 80:5  
**Counselors** - 70:5  
**Counselors'** - 56:20  
**Counsels** - 73:13  
**Counsel's** - 70:23, 94:19  
**Couple** - 19:1, 44:12, 48:19, 87:7, 104:23  
**Course** - 8:1, 15:7, 38:13, 53:12, 54:11, 54:13, 81:5  
**Courts** - 100:10, 100:11, 100:20, 101:5, 101:8, 101:10, 101:15, 101:16, 101:22  
**Court's** - 102:15, 102:21  
**Covered** - 48:19  
**Cox** - 6:16, 23:14, 23:17, 24:5, 24:9, 24:22, 24:24, 25:1, 25:3, 25:5, 25:6, 25:15, 25:24, 26:2, 26:13, 26:16, 26:17, 26:22, 50:22  
**Cox's** - 26:11  
**Craig** - 8:5, 33:14, 36:6, 45:12, 45:23, 45:24, 64:6, 64:23  
**Creative** - 11:21  
**Credit** - 38:18  
**Creditors** - 6:13, 72:24, 76:12, 81:17  
**Crew** - 5:7  
**Critical** - 24:3, 30:7  
**Critically** - 30:7  
**Cross** - 7:21, 10:13, 25:19, 69:12  
**Crouch** - 63:11  
**Cut** - 64:16, 65:10

<b>D</b>
----------

**Daily** - 29:8, 34:7, 34:8, 43:11  
**Dallas** - 5:2, 38:2, 38:4, 38:5  
**Date** - 113:13  
**Dated** - 70:2, 71:21  
**David** - 45:12, 45:23  
**Day** - 7:1, 8:2, 9:9, 9:12, 9:19, 9:25, 10:17, 10:19, 78:5, 78:9, 82:23, 91:11  
**Days** - 9:20, 9:25, 10:13, 10:16, 44:12  
**Deal** - 28:22  
**Dealing** - 24:25, 80:12

**Debtor** - 35:14  
**Debtors** - 5:7, 8:6, 111:18  
**Debts** - 29:1  
**Decades** - 34:17  
**Decide** - 67:7, 103:25, 111:11  
**Decided** - 43:23, 66:18, 91:25  
**Decision** - 23:16, 29:12, 84:4, 85:9, 97:1  
**Declined** - 60:22  
**Deduct** - 71:19  
**Defendants** - 80:7  
**Deficient** - 43:3  
**Delegated** - 85:9, 90:14  
**Delivering** - 35:9  
**Democratic** - 101:6  
**Department** - 100:14, 101:11, 107:5  
**Deposition** - 7:20, 7:22, 8:23, 53:21, 53:24, 54:8, 88:15, 105:7, 111:18  
**Depositions** - 50:17  
**Depth** - 35:15  
**Derail** - 56:4  
**Described** - 107:3  
**Designate** - 7:20  
**Designated** - 8:24  
**Designations** - 8:23  
**Detailed** - 41:1  
**Detailing** - 40:24, 41:1, 41:18  
**Determine** - 14:12, 90:8  
**Determined** - 13:7  
**Different** - 16:17, 16:24, 17:21, 63:24, 64:8, 64:12, 66:12, 75:15, 95:18, 96:12, 100:16

**Differently** - 69:7, 75:16  
**Difficult** - 69:25  
**Directed** - 31:22, 31:25, 49:9, 49:16, 61:17  
**Direction** - 25:4, 63:24, 64:8, 64:12  
**Directly** - 18:13, 35:3, 35:4, 44:19, 53:5, 84:1  
**Director** - 23:14, 23:23, 23:25, 30:1, 30:4, 33:8, 42:5, 42:25, 44:7, 44:21, 50:23, 51:9, 51:13,

63:15  
**Directors** - 34:21, 89:18, 91:5, 91:15, 92:9, 95:7, 96:18  
**Disappointed** - 7:5  
**Disciplinary** - 32:1  
**Disciplined** - 22:15, 22:24, 23:3, 23:12  
**Disclose** - 31:16  
**Disclosed** - 31:23, 32:3  
**Disclosure** - 31:22  
**Discovered** - 38:25  
**Discretion** - 102:15, 102:21  
**Discussing** - 68:19  
**Discussions** - 8:22, 70:11  
**Dissolution** - 103:24, 104:16  
**Dissolve** - 102:3, 102:4, 102:10, 103:8  
**Dissolved** - 102:15, 102:22, 104:19  
**District** - 6:21, 99:22, 99:25, 100:10, 101:5, 101:15  
**Document** - 12:17, 46:1, 47:11, 48:7, 48:10, 49:3, 56:21, 57:6, 57:24, 58:2, 62:9, 67:17, 97:10, 97:24, 108:9  
**Documents** - 11:25, 45:17  
**Doesn't** - 68:16, 95:23, 96:11, 102:2, 106:5  
**Dollars** - 21:12, 22:6, 52:22  
**Donate** - 15:22  
**Donated** - 16:8, 16:10  
**Door** - 73:8  
**Dozen** - 78:9  
**DRAKE** - 6:11, 6:12, 111:7, 111:8  
**Dropped** - 16:19, 20:19  
**Duck** - 27:11  
**Ducks** - 27:9  
**Duties** - 87:18  
**Duty** - 93:5

<b>E</b>
----------

**Each** - 45:4, 50:22, 52:7, 54:2  
**Earlier** - 83:8, 83:22  
**Early** - 18:2, 36:5,

58:23  
**Effort** - 107:1, 108:19, 109:25, 110:2  
**Efforts** - 10:21, 109:1, 110:4  
**Elaborated** - 87:3  
**Elected** - 99:23, 101:7  
**Election** - 99:23  
**Electronic** - 65:24, 113:6, 113:8  
**Elicited** - 90:1  
**Ellis** - 5:24  
**Email** - 69:1, 72:7, 79:9  
**Employee** - 20:21, 27:20, 38:1, 39:25, 88:4, 92:5  
**Employees** - 17:22, 43:10  
**Employment** - 87:15, 89:1, 89:16, 92:4, 92:24, 94:9, 94:16, 95:8, 95:14, 96:20  
**Empowered** - 88:4  
**Enemy** - 106:6, 106:7  
**Enforcement** - 99:2  
**Engage** - 86:16, 87:13  
**Engaged** - 39:23, 46:7, 57:19  
**Ensure** - 99:15  
**Entered** - 36:9  
**Entertainment** - 52:19, 53:6, 53:11, 54:20  
**Entire** - 62:9  
**Entitled** - 113:9  
**Environment** - 99:15, 99:19, 100:2, 100:4, 100:13, 100:16, 101:3  
**Eppich** - 5:24  
**Escort** - 44:23  
**Essentially** - 87:2  
**Esther** - 9:8  
**Ethical** - 99:1  
**Evaluate** - 43:11  
**Evaluating** - 34:10  
**Evaluation** - 15:12, 26:16, 26:18, 26:19, 34:6, 35:7, 35:13, 43:1, 43:10  
**Everybody** - 9:21, 10:15, 90:4  
**Everything** - 21:7, 25:10, 27:13, 29:20, 35:12, 57:22, 65:3,

76:21, 80:14, 85:12  
**Evidence** - 12:23, 32:16, 57:8, 68:2, 81:23, 81:25, 83:17, 94:22, 97:20, 100:23, 108:4, 112:9  
**Evidentiary** - 86:2  
**EVP** - 90:15  
**Examination** - 7:8, 7:21, 10:12, 10:23, 11:8, 12:17, 22:12, 37:12, 69:12, 111:1, 112:10  
**Examine** - 7:21, 8:5, 36:12, 54:22, 54:25, 57:10, 57:13  
**Examined** - 12:18, 13:4, 22:12, 38:10, 38:13  
**Excellent** - 51:21  
**Except** - 65:21  
**Excess** - 12:15, 13:6, 14:12, 15:13, 22:13, 22:16, 22:18, 22:22, 22:24, 23:1, 23:3, 23:6, 34:4, 38:8  
**Excluded** - 14:15, 15:11, 15:12  
**Exclusionary** - 95:23  
**Exclusively** - 17:13, 17:18  
**Executive** - 40:23, 41:18, 42:12, 42:24, 44:7, 50:13, 51:9, 70:11, 93:3, 93:10  
**Exercise** - 88:5  
**Existed** - 52:1  
**Expect** - 10:10, 26:8, 111:8  
**Expected** - 95:14  
**Expenses** - 19:16, 30:15, 30:18, 38:12, 52:18, 52:25, 53:5, 53:6, 53:8, 53:10, 54:9, 54:13, 54:18, 54:20  
**Expert** - 72:3  
**Explain** - 89:16, 105:16  
**Explained** - 25:16  
**Explaining** - 91:20, 92:3  
**Explanation** - 105:20  
**Express** - 38:18  
**Extensively** - 68:10, 68:15  
**Extent** - 49:21,

77:12, 89:22, 89:24,  
97:18  
**Extort** - 50:18,  
50:20  
**Extortion** - 50:19

**F**

**Faces** - 106:10  
**Facing** - 107:4  
**Failed** - 62:2  
**Failures** - 28:3  
**Fair** - 18:17, 19:1,  
49:16  
**Fairly** - 103:25  
**Faith** - 98:23  
**Fall** - 26:2, 40:4  
**Falls** - 62:6  
**Fame** - 75:24  
**Family** - 22:7, 22:9,  
30:18, 31:2  
**Far** - 61:9, 96:20  
**Fashion** - 5:4  
**Federal** - 104:2  
**Fee** - 14:4, 14:9,  
54:2, 54:4  
**Fees** - 26:10, 56:14,  
56:16, 56:20, 58:23  
**Felt** - 43:20, 43:23  
**Field** - 99:7, 100:5  
**Fifty** - 30:10  
**Figure** - 26:6, 66:10  
**Figured** - 91:1  
**File** - 84:2, 85:6,  
88:11, 88:20, 89:2,  
89:5, 89:7, 89:11,  
89:17, 90:11, 90:20,  
91:21, 91:23, 92:25,  
93:7, 93:19, 95:21,  
96:20  
**Filed** - 76:7, 80:10,  
84:3, 88:16, 97:4,  
98:23, 102:14,  
111:18  
**Filing** - 27:11,  
62:23, 72:20, 82:24,  
84:12, 94:17, 95:9,  
95:14, 96:25  
**Fill** - 10:15  
**Filled** - 48:16, 48:18  
**Final** - 85:9  
**Finally** - 5:9, 101:21  
**Financial** - 27:21,  
27:23, 28:2, 35:2,  
40:24, 41:19, 60:12,  
100:15, 101:11,  
107:5  
**Financials** - 41:2  
**Find** - 28:7, 32:21,  
43:15, 46:24, 95:10  
**Finding** - 9:20

**Fine** - 10:14, 62:18,  
67:24, 83:11  
**Finishing** - 112:9  
**Fire** - 24:22, 25:1,  
64:6, 64:10, 65:7  
**Fired** - 29:24, 33:24,  
45:3, 63:21, 63:22  
**Fires** - 20:9  
**Firing** - 34:3, 43:17,  
44:10, 44:16, 44:19  
**Firms** - 76:20, 76:22  
**Firm's** - 58:14,  
58:17  
**First** - 25:24, 28:9,  
29:5, 30:17, 32:21,  
37:11, 51:12, 58:9,  
65:21, 67:12, 68:11,  
70:2, 79:4, 89:10,  
93:24, 97:8, 111:19  
**Five** - 52:4, 52:5,  
52:11, 77:19, 77:21,  
106:11, 111:9,  
111:23  
**Flag** - 17:1  
**Flights** - 12:18,  
12:20, 13:4, 13:5,  
13:8, 13:16, 13:19,  
14:12, 20:20, 20:25,  
21:3, 53:15, 54:2,  
54:5  
**Flow** - 17:13  
**Folks** - 10:1, 69:1,  
86:3  
**Follow** - 19:11,  
98:11, 98:19  
**Followed** - 58:25  
**Following** - 10:3,  
10:4, 70:13  
**Forego** - 7:20  
**Foregoing** - 113:7  
**Forget** - 52:8  
**Forgot** - 70:18  
**Form** - 48:15, 48:17  
**Formal** - 35:7,  
42:25  
**Format** - 49:3  
**Former** - 6:1  
**Forth** - 30:18  
**Forum** - 20:22,  
21:16  
**Forward** - 92:6  
**Foundation** - 28:11,  
28:15, 32:17, 45:18,  
47:11, 49:1, 57:6,  
62:4  
**Four** - 36:10, 37:9,  
68:21, 108:8,  
108:11, 108:15  
**Fourth** - 11:20,  
11:22, 11:24

**Frazer's** - 71:10,  
81:25  
**Freedom** - 99:17  
**Friday** - 9:19, 9:21  
**Fridays** - 30:24,  
31:1  
**Front** - 101:22  
**Fulbright** - 6:12  
**Fulfill** - 99:3  
**Full** - 13:9, 64:1,  
64:3, 64:8, 65:9,  
88:2  
**Fully** - 56:22  
**Function** - 19:13  
**Fundraise** - 107:17  
**Fundraising** - 105:1  
7, 105:23, 105:25,  
106:6, 106:13,  
106:20, 107:1,  
107:2, 107:16  
**Funds** - 70:13,  
71:19, 106:6  
**Further** - 7:18, 73:1  
**Furtherance** - 88:5  
**Future** - 42:17

**G**

**Gallagher** - 31:13  
**Gallagher's** - 32:7,  
32:12, 32:24  
**Garman's** - 22:2,  
62:16  
**Gasoline** - 105:8,  
105:16, 105:22,  
105:24  
**Gave** - 30:1, 45:4,  
75:6, 76:16, 84:5,  
93:10  
**Gayle** - 7:22, 14:4,  
14:8, 17:6, 17:8,  
20:3, 20:11, 53:14,  
53:18, 54:5  
**General's** - 5:17,  
104:4  
**Gerrit** - 5:18, 7:12  
**Gets** - 9:21, 54:2  
**Gift** - 15:21  
**Gifts** - 14:14, 15:11,  
15:12, 15:15  
**Give** - 7:14, 9:3,  
9:25, 34:6, 35:7,  
35:13, 42:25, 76:6,  
77:3, 77:15, 108:8,  
112:4  
**Given** - 33:5, 36:1,  
49:13, 73:1, 89:23,  
95:18  
**Goodwill** - 47:24  
**Got** - 34:9, 59:3,  
63:24, 64:22, 65:7,

66:21, 67:17, 67:23,  
77:6, 82:8, 82:10,  
82:13  
**Government** - 100:  
14  
**Greatest** - 49:21  
**Greg** - 5:6, 44:2,  
45:13, 49:20, 74:20,  
86:13  
**Group** - 11:21,  
109:24  
**Guard** - 29:18  
**Guess** - 29:7,  
111:10

**H**

**Hadn't** - 35:25,  
45:1, 45:2, 66:18,  
73:7, 85:9, 91:25  
**Hair** - 21:12  
**Hale** - 6:5  
**Half** - 9:9, 9:11,  
78:5, 110:20  
**Hallow** - 38:21  
**Handle** - 102:7  
**Handles** - 80:9  
**Handling** - 16:17  
**Happy** - 31:16  
**Hard** - 70:1, 78:14  
**Harlon** - 51:19  
**HARTMANN** - 113:6  
, 113:13  
**Hasn't** - 73:8, 83:5  
**Hate** - 75:12  
**Haven't** - 18:7,  
48:10, 106:13  
**Head** - 26:13, 33:12,  
33:13, 43:24, 51:12,  
108:19  
**Health** - 63:25,  
64:23, 64:24, 65:14  
**Hear** - 7:5, 10:25,  
28:13, 78:2, 96:9  
**Heard** - 10:24,  
31:15, 53:21,  
103:12, 103:13  
**Hearing** - 8:1, 9:22,  
10:7, 86:6, 86:7  
**Hearsay** - 82:5  
**Heavily** - 101:6  
**Help** - 29:16, 46:12,  
70:9  
**Helped** - 90:19  
**Helpful** - 7:14,  
10:21, 85:24  
**Hereby** - 70:11  
**He's** - 35:17, 79:8,  
79:9, 108:16,  
108:18, 108:19  
**Heston** - 17:10

**Highest** - 30:5  
**Highlight** - 7:24,  
8:25  
**Hill** - 24:17  
**Hire** - 29:12  
**Hiring** - 28:2, 31:13,  
31:18, 32:2  
**Hit** - 29:7  
**Hitting** - 43:16  
**Hold** - 45:13, 55:12,  
68:22, 73:18, 110:22  
**Home** - 30:19,  
30:23  
**Honestly** - 66:18  
**Hope** - 7:4, 9:18  
**Hopefully** - 112:4  
**Hotel** - 38:12  
**Hotels** - 14:14,  
15:10, 15:12  
**Hour** - 67:1, 110:20  
**House** - 20:10,  
108:24, 108:25  
**Human** - 27:22  
**Hunting** - 27:9,  
27:11  
**Husband** - 21:3

**I**

**I'd** - 16:2, 29:19,  
35:11, 41:7, 45:9,  
48:2, 48:23, 57:3,  
57:10, 57:21, 61:20,  
65:2, 67:1, 69:8,  
75:2, 83:7, 87:15  
**Ideas** - 28:5, 29:17  
**Identical** - 97:16  
**Identifying** - 83:12  
**ILA** - 20:15, 23:14,  
23:23, 23:25, 26:13,  
30:7, 50:23  
**I'll** - 5:5, 25:19,  
36:12, 44:3, 48:13,  
66:25, 67:3, 67:10,  
70:9, 71:1, 82:6,  
86:15, 102:13,  
102:17, 106:18  
**Illegal** - 104:7  
**Illegally** - 98:3  
**Images** - 7:2  
**Imagine** - 10:8,  
111:22, 112:1  
**Immediately** - 23:2,  
63:24, 64:23, 81:12,  
84:11  
**Important** - 9:22,  
9:23, 30:7, 74:16,  
78:17  
**Improper** - 22:16,  
22:18  
**Improprieties** - 40:2

4, 41:19  
**Improve** - 29:16  
**Inaccurate** - 29:11  
**Inappropriate** - 45:2  
**INC** - 113:14  
**Inching** - 76:15  
**Increase** - 30:11  
**Incredible** - 60:4  
**Indiscernible** - 15:19, 81:6  
**Infer** - 100:19  
**Informed** - 23:1, 86:3  
**Inherited** - 51:20  
**Inquiry** - 56:14  
**Insisting** - 50:21  
**Instruct** - 70:12, 72:25, 74:25, 89:23  
**Instructed** - 71:6, 71:11  
**Instruction** - 76:17  
**Insurance** - 107:6  
**Integrity** - 24:9, 39:11  
**Intend** - 9:11, 66:24  
**Intended** - 56:4  
**Intends** - 102:8  
**Intention** - 64:10, 65:7, 102:4, 102:12  
**Intentionally** - 81:13, 91:19, 91:22, 93:1  
**Interest** - 58:13, 58:17, 88:6  
**Interfering** - 41:6  
**Interim** - 79:17  
**Internal** - 37:18  
**Internally** - 93:15  
**Interpretation** - 91:4  
**Interrupt** - 44:3, 56:9, 75:12  
**Interviewed** - 34:24, 51:1  
**Intricately** - 109:11  
**Introduced** - 108:1  
**Introducing** - 94:20  
**Investigate** - 59:22, 60:3  
**Investigated** - 59:4  
**Investigating** - 58:2  
**Investigation** - 37:14, 56:16, 56:25, 59:2, 59:5, 107:8  
**Inviting** - 89:22  
**Invoice** - 19:17, 20:11, 70:18, 71:17, 76:17  
**Invoked** - 95:23

**Involves** - 109:7, 109:8  
**IRS** - 12:15  
**Issue** - 57:20, 59:5, 59:9, 59:13, 74:17, 90:1, 91:15, 110:8  
**Issued** - 59:14  
**Issues** - 12:14, 24:14, 24:24, 56:22, 62:7, 80:9, 87:13  
**Item** - 16:11, 22:19  
**Itemized** - 71:20  
**I've** - 19:20, 45:6, 63:24, 66:21, 78:5, 78:8, 78:15, 86:3, 87:6, 94:3, 95:16

**J**

**JACKSON** - 6:20, 6:24  
**James** - 80:10  
**January** - 12:4, 33:24, 61:17, 62:23, 63:3, 63:5, 64:11, 70:3, 71:21, 85:6, 88:11, 91:5, 91:6, 94:10  
**Jermaine** - 5:23  
**Jim** - 5:16  
**Job** - 29:4, 29:23, 30:1, 34:6, 43:24, 47:25, 51:21, 59:14, 61:12  
**Joel** - 101:23, 103:13  
**John** - 33:14, 56:17, 58:24, 60:5, 63:10, 69:16, 69:18, 70:23, 71:10, 79:8, 79:20, 81:2, 83:2  
**Joining** - 5:8, 6:8  
**Jones** - 5:24  
**Josh** - 24:25, 29:12, 30:2, 30:8, 31:4, 31:9, 31:12, 33:4, 33:15, 43:17, 44:18, 44:21, 51:12  
**Joshua** - 27:2  
**Journal** - 34:21  
**Journey** - 5:25, 8:3, 9:4, 9:7  
**Judge** - 5:12, 6:3, 6:5, 8:3, 74:5, 101:23, 103:13, 103:16, 103:24  
**Judges** - 98:8, 99:21, 100:1, 100:10  
**Judge's** - 103:12  
**Judgment** - 24:13, 24:15

**Jumped** - 64:24  
**June** - 37:12  
**Jury** - 66:23

**K**

**KAREN** - 113:6, 113:13  
**Katherine** - 6:20  
**Kent** - 5:9  
**Knowing** - 111:20  
**Knowledge** - 31:17, 93:25, 94:5, 95:1  
**Known** - 39:5  
**Kyle** - 29:24, 42:2, 47:3, 51:9

**L**

**Lack** - 45:17  
**Lacked** - 35:24  
**Laid** - 57:6  
**LAMBERT** - 6:5, 6:6  
**Landscape** - 106:10  
**Language** - 89:10, 89:12, 91:4, 92:8, 92:24, 93:6, 93:9, 93:11, 94:16, 95:9, 95:13  
**Lapierre's** - 5:9, 7:7  
**Largest** - 50:10, 50:12  
**Later** - 5:8, 6:8, 10:16, 38:24, 44:5, 66:11  
**Laughter** - 9:16, 105:2  
**Laughter/**  
**Pause** - 105:5  
**Lawsuit** - 29:2, 105:19  
**Lawsuits** - 28:9, 29:1, 29:6  
**Lawyer** - 41:10, 102:11, 109:13  
**Lawyers** - 76:9, 76:10, 81:15, 94:1  
**Layers** - 43:22  
**Leaders** - 108:12, 108:15  
**Leadership** - 20:22, 21:16, 108:9  
**Leading** - 99:16  
**Leak** - 92:15  
**Leaking** - 83:21  
**Leaks** - 83:25, 84:10, 85:1, 85:4, 87:14, 92:10  
**Learn** - 28:2, 28:9, 28:25, 29:5, 39:2  
**Learned** - 23:5,

31:21, 37:11, 37:13, 38:24  
**Leave** - 6:9, 9:18, 75:3, 92:2  
**Left** - 65:14, 65:15, 65:18  
**Legal** - 73:20, 74:11, 76:16, 104:17, 109:7, 109:8, 110:5  
**Legislative** - 24:1, 106:10  
**Length** - 49:13  
**Let's** - 5:4, 10:18, 11:3, 12:13, 15:3, 23:13, 28:8, 40:18, 42:1, 45:25, 49:21, 56:9, 69:21, 87:2, 98:10  
**Letter** - 40:7, 40:13, 40:17, 40:20, 40:23, 41:1, 41:16, 41:18, 55:23, 56:2, 56:3, 56:14, 57:17, 57:18, 70:2, 106:20, 107:2  
**Letters** - 41:22  
**Level** - 99:7, 99:22, 100:5  
**Levels** - 103:9  
**Liaison** - 34:12  
**Liaisoned** - 34:14  
**Lieutenant** - 39:5  
**Limitation** - 88:6  
**Limited** - 76:20  
**Linda** - 63:11  
**Line** - 27:19, 30:6, 42:8, 63:9, 63:12, 63:13, 63:14, 75:25, 84:19, 99:11  
**Lines** - 86:23  
**Lisa** - 6:5  
**Literally** - 26:17  
**Literature** - 106:6  
**Litigate** - 26:5, 26:7  
**Litigation** - 41:23, 42:1, 80:6, 80:7, 80:8, 80:9, 80:11, 108:18, 109:1  
**Lives** - 20:17  
**Liz** - 6:7  
**Lobbying** - 24:14  
**Logged** - 75:16  
**Long** - 78:13, 83:12  
**Longer** - 61:11, 110:17  
**Look** - 12:16, 36:15, 45:25, 50:22, 58:6, 59:21, 69:6, 71:4, 71:17, 79:11, 97:21, 99:9, 106:22

**Looked** - 59:7, 71:8, 89:1, 94:5  
**Looking** - 11:16, 35:23, 37:20, 46:14  
**Lot** - 15:15, 19:4, 20:4, 28:5, 29:7, 29:10, 31:25, 35:24, 42:21, 43:20, 78:15  
**Lou** - 6:12  
**Loud** - 88:3  
**Lunch** - 62:17, 67:22, 86:5

**M**

**Macnair** - 17:24  
**Major** - 32:25, 97:1  
**Make** - 6:19, 11:3, 11:17, 18:13, 19:9, 19:11, 21:12, 31:22, 32:3, 33:7, 34:12, 68:24  
**Making** - 10:21  
**Man** - 24:9, 24:11, 39:11  
**Managers** - 33:19  
**Managing** - 30:1, 30:4, 33:8  
**Manual** - 43:15  
**Manuals** - 43:9  
**Many** - 20:4, 83:23  
**Marc** - 6:7  
**Marcario** - 46:15  
**March** - 18:8, 40:9, 40:21, 55:23, 56:14, 56:21, 60:12  
**Marcus** - 15:18  
**Marked** - 36:12, 57:10  
**Marshall** - 9:8  
**Mason** - 5:12, 8:16, 8:18, 8:20, 9:2, 66:4, 111:24, 111:25  
**Material** - 61:2, 106:14, 106:16  
**Materials** - 107:16  
**Matters** - 80:7, 80:12, 81:1, 109:7, 110:5  
**Mccormack** - 79:4, 79:5  
**Mckenna** - 31:5, 31:9, 31:10, 31:14, 31:19, 32:2, 32:8, 32:9, 32:22, 32:23, 33:1, 33:3, 33:5  
**Mcqueen** - 21:15, 21:22, 39:17, 39:21, 50:7, 50:8, 50:10, 51:17, 53:7, 53:9, 53:10, 57:4, 105:19,

106:2, 106:15, 106:22  
**Meadows** - 36:25, 40:10, 55:10, 79:25  
**Meadows'** - 37:3, 55:9, 55:20  
**Meals** - 14:14, 15:10, 15:11, 15:15  
**Means** - 105:16  
**Meant** - 61:16, 90:20, 91:5, 91:20, 93:2, 93:6, 95:21  
**Mechanical** - 87:5  
**Mechanics** - 86:14  
**Media** - 29:7  
**Meeting** - 16:12, 34:22, 34:25, 35:9, 92:6, 93:17, 94:2, 94:6  
**Meetings** - 91:6  
**Member** - 6:1, 27:7, 41:24  
**Members** - 6:1, 83:23, 90:13, 90:23, 95:2, 95:15, 95:19, 96:21, 97:3, 98:4, 106:11  
**Memo** - 45:23  
**Memory** - 96:14  
**Met** - 34:25  
**Methodology** - 14:1  
**Michigan** - 30:15, 31:2  
**Microphone** - 46:20  
**Mike** - 5:12, 79:4, 79:5  
**Millie** - 38:21  
**Million** - 16:12, 25:6, 26:4, 26:8, 26:10, 52:22, 61:18, 106:11  
**Mills** - 9:7  
**Mine's** - 70:9  
**Minimization** - 88:8  
**Minutes'** - 44:24  
**Mispronouncing** - 79:16  
**Mission** - 33:23, 88:5  
**Misstates** - 92:17, 100:23  
**Mistake** - 23:6  
**Money** - 81:21  
**Monitoring** - 34:10  
**Month** - 19:22, 19:25, 37:8, 54:3  
**Monthly** - 20:14, 54:2, 54:4  
**Months** - 19:21

**Morning** - 5:1, 5:3, 5:8, 5:13, 6:5, 6:11, 6:18, 6:23, 6:24, 11:7, 11:10, 11:11, 86:7, 112:17  
**Mount** - 108:11  
**Movants'** - 8:9  
**Moved** - 36:1, 36:2, 64:25  
**Moving** - 10:1  
**Much** - 29:11, 34:9, 70:9, 76:16, 77:10, 110:17

**N**

**Names** - 76:20, 76:22  
**Narrative** - 41:5  
**National** - 5:2, 24:1, 27:7, 47:6  
**Nation's** - 99:16  
**Native** - 49:3  
**Natural** - 85:15  
**Nebraska** - 20:17  
**Necklace** - 15:20, 16:5, 16:8  
**Negotiated** - 25:8, 25:16, 33:4, 40:1, 47:17  
**Neiman** - 15:18  
**Neligan** - 5:8, 70:25, 74:11, 74:15, 76:8, 77:6, 82:10, 109:21  
**Network** - 39:24  
**Niece** - 20:17  
**Nobody** - 89:15, 91:2  
**Non** - 23:9, 40:15, 41:8, 43:6, 48:3, 49:15, 66:23, 71:14, 78:15, 99:4, 100:7, 107:10  
**Nonprofit** - 99:14, 101:2  
**Noon** - 85:22, 110:13  
**North's** - 41:3, 41:19, 55:5, 58:7  
**Norton** - 6:12  
**Nos** - 49:21, 56:9  
**Note** - 49:1  
**Noted** - 49:7  
**Notice** - 44:24  
**November** - 60:17, 61:10  
**NRA's** - 24:6, 60:18, 64:16  
**Numbers** - 69:22  
**NYAG** - 49:7

**NYAG44672** - 49:2

**O**

**Obtain** - 49:24, 50:3  
**Occasion** - 54:12  
**Occasionally** - 20:1  
 3, 21:5, 21:8  
**Occurred** - 31:10, 94:13  
**Occurring** - 31:19  
**October** - 44:10, 60:14  
**Office** - 5:17, 19:16, 19:18, 27:22, 44:12, 44:17, 47:18, 56:18, 59:20, 65:16, 70:23, 71:10, 93:10, 100:15, 101:12, 104:4  
**Officer** - 35:2, 60:12  
**Officers** - 25:9  
**Official** - 6:13, 11:4  
**Officials** - 98:2, 98:6, 98:8  
**Often** - 98:8  
**Old** - 5:4  
**Oliver** - 39:5, 51:5, 55:5, 57:25, 103:17, 103:21  
**Omnibus** - 10:17  
**Ongoing** - 26:18, 56:16  
**Opened** - 73:8  
**Operating** - 64:19  
**Operations** - 30:2, 30:4, 33:9, 33:17, 33:18, 33:20, 42:5, 42:25, 44:8, 51:10, 51:14  
**Opinion** - 101:17  
**Opposed** - 41:3, 41:19, 66:14  
**Option** - 92:16, 94:3  
**Options** - 85:8, 91:24, 91:25  
**Order** - 99:1, 99:3  
**Ordinarily** - 81:1  
**Organization** - 35:9, 78:17  
**Organizing** - 109:24  
**Otherwise** - 88:9  
**Outline** - 66:13  
**Outstanding** - 52:2  
 5, 70:24, 71:6, 71:11, 74:11  
**Overrule** - 48:13, 74:1, 90:2  
**Overruled** - 16:3, 27:15, 27:17, 39:3, 47:12, 48:9, 57:7,

76:24, 77:1, 93:21, 94:21, 94:23, 96:1, 96:7  
**Overwritten** - 37:22  
**Overwrote** - 37:17  
**Own** - 19:16, 38:22, 43:19, 90:9, 90:12, 91:10

**P**

**Pacer** - 86:5  
**Packed** - 65:16  
**Pandemic** - 18:5  
**Papers** - 111:21  
**Paraphrase** - 6:25  
**Partially** - 12:20  
**Participate** - 34:23  
**Parties** - 9:11, 62:7, 74:24, 83:8, 86:15  
**Partisan** - 99:23  
**Party** - 39:24  
**Pass** - 66:2  
**Passed** - 32:8, 32:12  
**Past** - 9:20, 28:3, 76:16, 76:21  
**Patient** - 10:6  
**Pay** - 13:3, 13:5, 13:6, 13:16, 13:19, 13:23, 71:12, 73:14, 74:9, 76:6, 76:17, 77:4, 77:15, 80:24, 81:4  
**Paying** - 25:23, 26:7, 32:22, 48:19  
**Payment** - 25:6, 25:24, 30:8, 30:15, 49:9, 49:12, 70:12, 71:5, 71:6, 73:19, 79:18, 81:20, 82:9  
**PDF** - 46:9, 46:17, 46:22  
**Pending** - 79:19  
**People** - 31:25, 34:15, 39:13, 43:11, 43:15, 43:21, 50:22, 51:7, 54:19, 82:22, 108:8, 108:12  
**Perceived** - 106:7  
**Percent** - 13:17, 53:18, 53:22, 54:2  
**Percentage** - 13:23  
**Performance** - 26:1  
 6, 26:18, 26:19, 35:7, 43:1, 43:8, 43:10, 43:22  
**Period** - 52:20, 81:15  
**Permission** - 85:6, 91:17, 91:23

**Permitted** - 38:22, 86:8  
**Person** - 43:2, 63:16, 75:15  
**Personal** - 5:9, 69:1  
**Personally** - 64:25, 71:9  
**Personnel** - 44:17, 44:21, 47:18, 63:15  
**Pete** - 29:3  
**Peter** - 36:16  
**Petition** - 85:6, 88:11, 89:17, 90:11, 91:21, 91:23, 93:1, 93:19, 95:21, 96:21  
**Phillip** - 5:25, 9:4, 9:7  
**Phillips** - 34:16, 35:3, 35:15, 35:17, 37:8, 37:17, 37:23, 37:25, 38:1, 38:9, 38:13, 38:17, 47:7, 50:3, 50:4, 50:6, 50:25, 51:23, 51:25  
**Phillips'** - 36:22, 38:23  
**Phone** - 18:15, 19:5, 19:7, 20:2, 64:15  
**Phrase** - 105:19  
**Pick** - 45:8  
**Picked** - 20:19  
**Pickups** - 22:8  
**Plan** - 64:6, 91:19, 91:22, 92:24, 98:1  
**Planned** - 24:22, 25:1  
**Planning** - 10:18  
**Play** - 8:25, 84:17  
**Played** - 84:20, 107:4  
**Playing** - 42:21, 99:6, 100:5  
**Pleading** - 102:13  
**Pleasure** - 85:25  
**Points** - 42:14  
**Policy** - 43:9, 43:14, 69:20  
**Political** - 24:1, 24:14, 99:14, 99:18, 100:2, 100:11, 100:12, 100:17, 101:3, 106:10  
**Politicized** - 100:4, 100:16  
**Portion** - 13:20, 65:21  
**Portions** - 62:9  
**Portray** - 106:8, 106:9

**Portrayed** - 107:2  
**Position** - 23:14, 30:5, 33:8, 34:19, 42:4, 42:7, 44:7, 50:23, 93:7, 95:20, 96:19, 96:22  
**Possibility** - 8:24  
**Potential** - 24:19, 42:11  
**Potentially** - 83:21, 84:23  
**Powell's** - 28:9  
**Powers** - 98:3  
**PR** - 108:19, 108:22, 109:1, 109:9, 110:3  
**Practices** - 29:17  
**Predecessor** - 51:20  
**Prep** - 85:23  
**Prepare** - 48:7  
**Prepared** - 66:15  
**Preparing** - 38:13  
**Present** - 52:20  
**Presentation's** - 111:23  
**President** - 36:21, 40:7, 40:18, 40:19, 41:4, 41:20, 50:14, 51:6, 58:9, 70:11  
**Presidents** - 40:7, 40:20  
**Press** - 29:8, 29:9, 63:16  
**Pressure** - 60:4  
**Preview** - 7:15, 9:3  
**Previous** - 29:1, 30:12  
**Previously** - 39:10, 42:20, 70:14, 99:6  
**Print** - 78:24  
**Prior** - 27:5, 50:17, 64:6, 71:6, 72:13, 72:16, 72:18, 76:11, 77:5, 77:16, 81:11, 92:18  
**Private** - 13:10, 17:13, 20:20, 83:15  
**Privilege** - 74:17  
**Privileged** - 73:3  
**Problem** - 66:21, 66:22  
**Problems** - 63:25, 64:23  
**Procedure** - 56:18, 64:19  
**Proceed** - 14:23, 67:8, 75:25  
**Proceedings** - 113:8

**Produced** - 8:7, 49:3  
**Productive** - 33:22  
**Professional** - 71:21, 99:1  
**Program** - 27:12  
**Programs** - 106:9  
**Prohibited** - 7:3  
**Promise** - 98:14, 99:3, 107:8, 107:9  
**Promising** - 42:17  
**Promote** - 23:16, 23:18  
**Promoted** - 23:13, 34:19, 42:4, 60:14  
**Promoting** - 27:8  
**Promptly** - 70:13  
**Pronske** - 5:18, 7:10, 7:13, 8:11, 8:13  
**Pronunciation** - 80:1  
**Proposals** - 28:6  
**Protect** - 104:6  
**Protection** - 98:2  
**Proud** - 60:19  
**Provide** - 16:11, 18:20, 21:12, 39:20, 49:12, 49:16  
**Provided** - 15:24, 17:9, 17:11, 19:14, 25:6  
**Providers** - 53:16  
**Providing** - 18:1, 18:3, 18:5, 61:11, 61:13  
**Public** - 24:6  
**Pull** - 11:12, 67:10, 97:9  
**Pulled** - 34:8, 87:16  
**Purchasing** - 14:17, 15:18  
**Pursue** - 99:1, 102:8  
**Pursues** - 98:12, 98:19  
**Purview** - 81:1  
**Putting** - 60:4

**Q**

**Quarterback** - 109:19  
**Quarterbacks** - 109:21  
**Questionable** - 85:12  
**Questioning** - 44:3, 76:1, 111:11  
**Quickly** - 15:6  
**Quote** - 108:6

**Quotes** - 98:1, 108:8

**R**

**Raise** - 106:6  
**Raised** - 26:22, 40:3  
**Raising** - 58:14  
**Range** - 26:9, 52:24  
**Rare** - 56:8  
**Rather** - 62:13  
**Ready** - 11:18, 11:19, 52:14, 66:6  
**Reason** - 84:1, 84:11, 84:14, 84:24  
**Reasons** - 54:21, 64:24, 65:14  
**Rebuttal** - 8:14  
**Receipt** - 34:3  
**Receive** - 37:8, 55:23, 57:16  
**Received** - 22:22  
**Receiving** - 22:15, 22:24, 23:3, 56:21  
**Recently** - 39:17, 54:7  
**Recessed** - 112:17  
**Recognize** - 37:3, 45:22  
**Recommence** - 10:23  
**Recommended** - 29:4  
**Recording** - 113:8  
**Records** - 50:21, 106:23  
**Recruited** - 39:13  
**Redact** - 62:9, 67:24, 68:6  
**Redacted** - 62:8, 62:19, 83:9, 83:17  
**Redaction** - 67:21, 68:1, 83:15  
**Redirect** - 25:19  
**Reel** - 7:24, 8:25  
**Reelection** - 41:3, 41:19  
**Referenced** - 82:2  
**Referred** - 105:19  
**Reflects** - 101:7  
**Regrettably** - 16:15  
**Regular** - 18:18, 53:12, 54:11, 54:13, 100:12  
**Regularly** - 53:8  
**Regulatory** - 88:8, 99:14, 99:19, 100:2, 100:12, 100:15, 101:3, 101:12  
**Reimbursed** - 12:20, 21:5, 52:19

**Relation** - 105:24  
**Relationship** - 51:20  
**Relationships** - 107:6, 107:7  
**Reluctant** - 88:16  
**Remainder** - 68:13  
**Remind** - 23:23  
**Remit** - 70:12, 81:21  
**Remittance** - 72:3  
**Remove** - 33:18, 41:23  
**Removed** - 33:8, 33:16, 33:20  
**Rental** - 30:20  
**Reorganization** - 82:20  
**Reorganize** - 88:7, 99:13, 101:1  
**Repay** - 12:19, 13:9, 14:4, 14:8  
**Rephrasing** - 28:24  
**Replaced** - 47:25  
**Replacement** - 42:10  
**Report** - 26:14, 35:10, 59:5, 59:9, 59:13, 59:14  
**Reported** - 35:3, 35:4, 35:5  
**Request** - 13:12, 85:14  
**Requesting** - 40:8, 40:20, 41:17  
**Require** - 67:21  
**Required** - 13:9, 13:16, 13:19  
**Requires** - 13:10  
**Research** - 93:25, 95:3, 95:6  
**Reservation** - 8:13  
**Reserve** - 9:11, 67:7  
**Resigned** - 25:7, 58:19  
**Resources** - 27:22  
**Respect** - 8:22, 12:18, 15:10, 30:14, 32:1, 34:16, 38:1, 48:6, 50:2, 52:3, 53:4, 53:14, 56:13, 57:16, 60:11  
**Respected** - 24:13, 24:17  
**Respond** - 56:2  
**Responded** - 34:20  
**Responding** - 80:14  
**Response** - 10:24, 33:18, 87:24, 103:20  
**Responsibility** - 38:

17  
**Responsible** - 23:25  
**Responsive** - 23:10, 25:17, 40:15, 41:8, 43:6, 48:3, 49:15, 71:14, 78:15, 84:7, 86:24, 99:4, 100:7, 107:11  
**Restates** - 83:16  
**Restaurant** - 38:12  
**Restored** - 65:23  
**Restructure** - 88:7, 89:9, 93:10, 93:14  
**Result** - 37:13, 80:7  
**Retain** - 64:13, 71:19  
**Retained** - 51:3  
**Retire** - 64:24  
**Retired** - 35:25, 36:8  
**Retirement** - 36:3  
**Retiring** - 36:5  
**Reviewed** - 37:6, 79:10, 81:2  
**Reviewing** - 58:17  
**Revised** - 61:1  
**Revisit** - 25:14  
**Richard** - 55:7, 58:18  
**Rifle** - 5:2, 24:1, 27:7, 47:6  
**Rights** - 8:13, 104:7  
**Ring** - 112:8  
**Road** - 19:4  
**Rocky** - 9:7, 46:14  
**Rogers** - 79:24  
**Role** - 36:20  
**Room** - 5:10, 74:22  
**Rose** - 6:12  
**Round** - 8:2  
**Rowling** - 7:19  
**Rule** - 95:23, 96:5  
**Ruling** - 25:20, 112:5  
**Run** - 39:14, 81:5, 81:10, 85:22, 91:13  
**Running** - 23:25  
**Rush** - 11:17  
**Rushmore** - 108:11

**S**

**Safari** - 16:10  
**Safety** - 37:21  
**Salary** - 30:8, 30:12  
**Salitore** - 6:7  
**Sarah** - 79:15, 79:24  
**Satisfy** - 71:20  
**Saw** - 5:18, 21:15,



<p>21:21, 24:19, 29:15, 29:16, 42:14, 52:2, 56:13, 57:18, 57:22, 69:17, 89:10, 105:15  <b>Schafer</b> - 5:24  <b>Schedule</b> - 22:13, 38:14, 61:3  <b>Scheduled</b> - 63:19  <b>Schneider</b> - 9:8  <b>Schneiderman</b> - 10 7:3  <b>Scott</b> - 6:11  <b>Screen</b> - 68:5, 69:2, 69:5  <b>Search</b> - 36:6  <b>Second</b> - 12:13, 14:25, 30:4, 40:18, 46:20, 51:13, 68:22, 72:2, 77:22, 99:11, 104:11, 110:8  <b>Security</b> - 44:23, 44:25, 54:21  <b>Seeing</b> - 55:13  <b>Seeking</b> - 105:21  <b>Seeks</b> - 80:24, 81:4, 98:2  <b>Seen</b> - 47:15, 48:10, 51:24, 58:2, 69:18  <b>Seize</b> - 102:5  <b>Selected</b> - 27:2, 51:17, 51:19  <b>Selection</b> - 34:23  <b>Self</b> - 37:14, 37:21, 38:24  <b>Senior</b> - 33:16  <b>Sent</b> - 20:14, 34:25, 40:7, 40:17, 40:20, 40:23, 41:1, 41:16, 41:18, 71:9, 72:11, 106:13, 107:16  <b>Separately</b> - 20:14  <b>Series</b> - 9:25, 29:1  <b>Service</b> - 49:13, 71:21  <b>Session</b> - 86:14, 91:9, 91:10, 91:12, 91:14, 93:3, 93:22, 94:10, 95:16, 112:17  <b>Sessions</b> - 95:8  <b>Set</b> - 106:6  <b>Settlements</b> - 62:7  <b>Sever</b> - 107:5  <b>Several</b> - 17:14, 19:21  <b>Severance</b> - 45:6, 47:19, 48:1, 48:18, 49:11, 49:17, 49:25  <b>Shall</b> - 88:4  <b>Share</b> - 69:5, 91:4  <b>Sheet</b> - 5:4, 71:20</p>	<p><b>She's</b> - 17:9, 20:21, 21:15  <b>Shikar</b> - 15:21, 15:22, 16:9, 16:10  <b>Shorten</b> - 66:13  <b>Shortly</b> - 27:9, 58:19  <b>Shouldn't</b> - 33:5  <b>Show</b> - 7:24, 39:23, 66:17, 69:9  <b>Showing</b> - 68:5  <b>Shown</b> - 68:10, 68:12  <b>Side</b> - 8:10  <b>Sign</b> - 33:2, 60:22, 61:1  <b>Signature</b> - 11:25, 12:2, 12:3, 36:16, 36:22, 36:25, 37:3, 47:3, 47:5, 49:5, 55:5, 55:7, 55:9, 55:20, 57:25, 58:7  <b>Signatures</b> - 55:3  <b>Signed</b> - 12:4, 25:15, 36:19, 47:6, 57:25, 60:18, 61:5, 81:4  <b>Significant</b> - 66:13, 104:17  <b>Simply</b> - 22:18, 25:15  <b>Sincere</b> - 41:22, 56:3  <b>Sit</b> - 74:23, 74:24, 111:14  <b>Situation</b> - 33:22, 107:3  <b>Six</b> - 26:8, 30:10  <b>Sixth</b> - 78:23  <b>Skies</b> - 27:12  <b>Skipping</b> - 104:22, 104:25, 107:22  <b>SLC</b> - 79:19, 80:25, 81:2, 81:6, 83:24, 90:13, 90:23, 91:2  <b>Slightly</b> - 87:4  <b>Small</b> - 78:24  <b>Smear</b> - 50:18  <b>Sole</b> - 29:12  <b>Somebody's</b> - 93:1 7  <b>Sonya</b> - 7:19  <b>Sound</b> - 113:8  <b>Sounded</b> - 92:21  <b>Speaks</b> - 34:9  <b>Special</b> - 80:6, 80:8, 80:11  <b>Specific</b> - 15:17, 63:4, 70:18, 77:2, 102:13</p>	<p><b>Specifics</b> - 33:1  <b>Specified</b> - 108:12  <b>Spent</b> - 16:5, 26:4  <b>Spouse</b> - 21:13  <b>Spring</b> - 40:4, 59:10, 59:13  <b>Staff</b> - 27:3, 27:8, 29:13, 29:23, 34:24, 51:13, 63:13, 63:16, 65:10, 108:23  <b>Stamp</b> - 62:20, 72:6, 72:8  <b>Standard</b> - 64:19  <b>Standing</b> - 10:7  <b>Stanford</b> - 17:6, 17:8, 17:18, 18:1, 18:5, 18:12, 18:24, 19:10, 19:14, 19:15, 20:3, 53:18, 53:22, 54:5  <b>Stanford's</b> - 7:22, 14:4, 14:9, 53:14  <b>Start</b> - 17:3, 86:12, 110:13  <b>Started</b> - 29:7, 37:15, 42:20, 75:3  <b>Starting</b> - 5:3, 10:18, 88:2, 107:8  <b>Starts</b> - 46:1  <b>State</b> - 97:4, 98:8, 100:10, 100:20, 101:5, 101:7, 101:15, 102:13  <b>Statement</b> - 79:15, 100:1  <b>Statements</b> - 100:2 1  <b>Stating</b> - 75:11, 76:5  <b>Stay</b> - 16:23, 44:15  <b>Step</b> - 32:21  <b>Stephanie</b> - 67:10, 84:17, 97:9  <b>Stick</b> - 25:19, 49:21, 56:9  <b>Stop</b> - 18:5, 76:19, 77:24  <b>Stopped</b> - 18:1, 25:23  <b>Stopping</b> - 77:23  <b>Straight</b> - 42:21  <b>Strand</b> - 15:19  <b>Strategic</b> - 61:24  <b>Strategist</b> - 33:12, 33:16, 34:13, 51:14  <b>Strategy</b> - 73:20  <b>Stream</b> - 14:19, 86:8  <b>Streaming</b> - 75:13  <b>Streamline</b> - 7:18</p>	<p><b>Street</b> - 34:20  <b>Stricken</b> - 13:13, 71:13, 80:13, 102:18  <b>Strictly</b> - 7:2  <b>String</b> - 28:2  <b>Strongly</b> - 75:2  <b>Strubeck</b> - 6:12  <b>Struck</b> - 65:22  <b>Struggling</b> - 74:21  <b>Stylist</b> - 21:12  <b>Submission</b> - 7:23, 79:18  <b>Submitted</b> - 19:16, 53:23  <b>Submitting</b> - 7:22  <b>Subpoena</b> - 8:6  <b>Subsequent</b> - 12:6  <b>Subsequently</b> - 28: 1  <b>Substance</b> - 76:16, 86:16  <b>Substantial</b> - 30:11  <b>Substantive</b> - 73:1  <b>Success</b> - 99:16  <b>Successful</b> - 28:5  <b>Succession</b> - 30:6, 42:8  <b>Successor</b> - 24:20, 42:15  <b>Sufficient</b> - 71:19  <b>Suggested</b> - 58:13  <b>Suit</b> - 106:22  <b>Summary</b> - 71:20  <b>Supposed</b> - 43:9, 93:17, 93:18  <b>Supreme</b> - 104:13, 104:17  <b>Sustain</b> - 28:16, 82:6, 85:13  <b>Svetlana</b> - 79:15  <b>Swear</b> - 7:9, 11:2  <b>Switches</b> - 9:4  <b>SWORN</b> - 11:5  <b>System</b> - 96:11, 100:17  <b>Systems</b> - 64:16, 65:11, 65:24  <b>System's</b> - 96:12</p> <div style="border: 1px solid black; text-align: center; width: fit-content; margin: 10px auto;">T</div> <p><b>Tackling</b> - 43:16  <b>Taking</b> - 9:7, 75:23  <b>Taping</b> - 7:1  <b>Target</b> - 106:14, 107:1, 107:18  <b>Task</b> - 24:3  <b>Tax</b> - 16:6, 22:19  <b>Taylor</b> - 5:24, 75:12, 75:13, 75:15, 75:16, 110:24, 110:25,</p>	<p>111:3  <b>Team</b> - 5:7, 5:18, 43:15, 109:20, 109:21  <b>Telephone</b> - 18:25, 19:9  <b>Television</b> - 27:12, 39:23  <b>Telling</b> - 14:20, 74:9, 90:9, 90:18, 91:22, 92:9, 92:14  <b>Ten</b> - 42:24, 44:8, 53:18, 53:22, 54:2, 85:22, 111:9, 111:23  <b>Tens</b> - 21:11, 22:6  <b>Term</b> - 105:8, 105:24  <b>Terminated</b> - 15:3, 16:21, 49:10, 75:19, 75:21  <b>Termination</b> - 47:9  <b>Terms</b> - 15:15, 28:6, 33:22, 106:9, 112:2  <b>Testimony</b> - 8:23, 9:7, 10:13, 21:24, 37:5, 48:9, 52:9, 61:12, 61:15, 66:19, 69:17, 76:19, 78:15, 81:25, 86:17, 92:18, 95:8, 112:13  <b>Texas</b> - 36:1, 99:14, 101:2  <b>Text</b> - 72:7  <b>Thanks</b> - 14:20, 55:19, 79:20  <b>There's</b> - 7:24, 8:22, 16:24, 29:10, 39:16, 45:16, 47:2, 58:7, 72:3, 72:6, 72:8, 75:13, 85:15, 102:24, 103:3, 104:10, 104:13, 108:8, 109:23  <b>These</b> - 10:16, 12:10, 15:15, 44:14, 50:22, 59:24, 73:14, 74:9, 77:11, 79:14, 81:1, 84:25, 100:21  <b>They're</b> - 43:16, 66:10, 66:11, 66:14, 66:23, 79:17, 81:9, 81:24, 83:12, 93:18, 94:13, 95:1, 101:20, 109:11, 110:1  <b>They've</b> - 75:16  <b>Third</b> - 39:24, 51:14, 68:18, 69:21  <b>Thomas</b> - 6:15  <b>Thousands</b> - 21:12, 22:6</p>
--	--	--	--	---

**Three** - 34:17, 69:22  
**Thrown** - 90:16  
**Tickets** - 14:14, 15:10, 15:12  
**Tight** - 83:3  
**Tightly** - 82:22  
**Times** - 78:9, 87:7, 88:14  
**Timing** - 7:16, 73:19  
**Today** - 7:18, 8:2, 21:24, 44:5, 47:15, 58:16, 66:11, 66:14, 66:25, 111:12  
**Tonight** - 80:24  
**Took** - 37:12, 80:12, 106:2  
**Top** - 55:3, 70:2, 79:23, 108:15  
**Topic** - 23:13  
**Tops** - 111:23  
**Total** - 32:7, 32:11, 32:23, 52:18  
**Touch** - 19:19  
**Tough** - 23:20  
**Toward** - 47:24  
**Trail** - 79:9  
**Transactions** - 12:15, 34:4  
**TRANSCRIBER** - 113:5, 113:7  
**Transcript** - 113:7  
**TRANSCRIPTS** - 113:14  
**Transfer** - 61:17  
**Transferred** - 70:14  
**Traveled** - 52:23  
**Traveling** - 19:3  
**Travis** - 109:5  
**Treasurer** - 34:17, 34:22, 35:1, 35:4, 35:6, 35:8, 35:15, 36:7, 37:18, 60:15  
**Treasurer's** - 19:16, 19:18, 56:17, 59:20  
**Trial** - 5:10, 8:6, 66:24, 84:18, 86:14, 87:17, 97:9, 97:13, 97:14, 97:21, 99:9, 99:22, 99:25, 100:10, 101:15, 102:25, 103:4, 107:25  
**Trip** - 19:5, 19:6, 19:7, 27:9, 27:11  
**Triple** - 15:19  
**Trips** - 15:16, 19:14, 19:17  
**Trust** - 61:18, 70:14, 71:19  
**Trustee** - 6:6, 65:13

**Truth** - 43:20, 64:25  
**Tuesday** - 8:3, 8:7, 10:4, 10:18  
**Turn** - 11:24  
**TV** - 39:24  
**Twice** - 19:20  
**Two** - 8:25, 10:13, 20:2, 37:25, 38:1, 40:7, 40:19, 42:7, 53:21, 53:25, 68:12, 80:20, 93:18, 103:9  
**Tyson's** - 15:19

**U**

**Understood** - 66:12, 82:17, 89:11, 94:24  
**Undertake** - 56:19  
**Undertook** - 56:25  
**UNIDENTIFIED** - 7:11, 14:18, 73:17  
**Unilaterally** - 102:2  
**United** - 6:6  
**Unless** - 12:17, 106:20  
**Unpaid** - 29:1  
**Unproductive** - 43:23  
**Unsecured** - 6:13  
**Unusual** - 74:23, 95:10  
**Update** - 12:11  
**Updating** - 12:11  
**Used** - 14:11, 18:7, 48:7, 51:18, 98:6, 106:25  
**Uses** - 17:21  
**Using** - 70:13

**V**

**Vendor** - 31:14, 50:12  
**Vendors** - 50:10  
**Verbal** - 87:24, 103:20  
**Version** - 49:4, 62:19  
**Vetted** - 58:25  
**Vetting** - 59:11, 59:15  
**Vice** - 40:7, 40:19, 50:13, 58:9, 70:11  
**Video** - 7:2, 16:15  
**Viewed** - 47:19, 48:1  
**Viewpoint** - 100:17  
**Virginia** - 15:19, 30:15, 30:21, 38:5  
**Visit** - 112:4  
**Volume** - 84:18

**Volunteer** - 21:16  
**Vouchers** - 22:11, 38:9  
**VP** - 42:12  
**VP's** - 93:10

**W**

**Wade** - 111:11  
**Wait** - 77:22  
**Wall** - 34:20  
**Wants** - 109:13  
**Warren** - 45:12, 45:23  
**Washington** - 38:4  
**Wasn't** - 23:16, 31:16, 33:13, 40:1, 42:21, 61:13, 62:5, 68:9, 90:17, 91:9, 91:12, 92:6, 93:22, 95:16  
**Watch** - 16:25, 112:8  
**WATSON** - 5:23, 6:2, 6:3, 9:3, 9:6, 111:1  
**Wayne** - 5:20, 11:5, 45:13, 70:7, 74:13, 80:24, 89:21  
**Weaponization** - 107:4  
**Weaponized** - 97:5, 98:3, 106:21  
**Weaver** - 29:24, 42:2, 42:10, 42:24, 43:18, 44:7, 45:3, 45:4, 47:3, 47:16, 48:20, 49:10, 49:17, 51:9  
**We'd** - 83:5, 97:13, 111:19  
**Wedding** - 39:8  
**Week** - 10:3, 10:4, 26:17, 44:5, 53:21, 53:24, 66:14, 93:18  
**Weeks** - 19:2, 19:3  
**Welcome** - 5:11, 5:14, 5:19, 5:22, 6:2, 6:4, 6:10, 6:14, 6:17, 112:8  
**We'll** - 7:20, 10:4, 10:15, 32:21, 46:24, 52:11, 73:7, 85:23, 98:6, 106:4, 112:1, 112:7, 112:15  
**We're** - 7:7, 7:15, 7:17, 7:23, 8:15, 9:20, 10:1, 14:24, 21:23, 23:20, 68:25, 74:21, 76:15, 83:4, 83:11, 85:22, 95:2

**Weren't** - 95:2  
**We've** - 15:3, 67:23, 75:19, 75:21, 90:10, 111:20, 112:5  
**What's** - 67:14, 111:20  
**Whereupon** - 112:17  
**Whichever** - 25:19  
**Whole** - 37:15, 41:5, 57:20, 72:2, 100:4, 107:10  
**Who's** - 101:7  
**Wife** - 15:21, 21:15, 31:5, 31:13, 31:18, 32:2, 33:3, 33:6  
**Wild** - 27:12  
**Wiles** - 80:1  
**Wilson** - 36:22, 47:7  
**Win** - 103:19, 103:21  
**Wisely** - 98:2  
**Wish** - 6:19, 45:1, 45:2  
**Witnesses** - 8:14, 8:21, 9:1, 9:5  
**Women's** - 20:21, 21:16  
**Won** - 103:23  
**Won't** - 112:9  
**Woody** - 34:16, 50:25  
**Word** - 87:23  
**Wording** - 88:15  
**Words** - 95:21  
**Word's** - 87:7  
**Work** - 10:14, 24:17, 29:18, 30:24, 38:10, 43:12, 43:15, 61:22, 61:25, 64:14, 83:14, 96:15  
**Worked** - 24:5, 26:17, 34:7, 50:7, 51:21  
**Working** - 14:24, 33:6, 33:13, 33:15, 43:21, 72:21, 76:9, 86:4, 94:1, 109:4, 110:1, 110:6  
**Works** - 15:4, 79:6, 108:23  
**Wouldn't** - 19:11, 24:12, 50:20, 74:25, 81:15, 92:15, 101:10  
**Writing** - 18:24  
**Written** - 12:6, 26:19, 34:6, 35:13, 43:8, 43:10

**Y**

**Y'all** - 67:11, 67:17, 93:6, 103:19, 104:23, 111:20  
**Year** - 19:3, 20:2, 29:23, 30:12, 36:10, 37:6, 45:4, 49:9, 61:5, 83:22  
**Yearly** - 43:10  
**Years** - 17:10, 17:14, 24:5, 25:7, 35:6, 36:10, 37:9, 37:25, 38:1, 39:6, 42:24, 44:8, 48:19, 49:12, 50:8, 50:11, 51:3, 51:18, 51:22  
**Yeses** - 49:21, 56:9  
**Yesterday** - 5:18, 7:1, 7:4, 7:5, 7:23, 9:20, 9:23, 10:6, 12:14, 21:24, 60:17, 67:12, 68:9, 81:25, 86:7, 86:23, 87:6, 106:24  
**York's** - 99:21  
**You'd** - 15:17, 18:15, 56:2, 63:22, 71:18, 83:2, 106:16  
**You'll** - 11:25, 25:18, 36:22, 36:25, 47:2, 47:5, 57:24  
**Young** - 6:7, 6:8, 42:13, 42:16  
**You've** - 17:13, 20:2, 39:5, 39:10, 90:16, 97:3, 99:6

**\$**

**\$1,224,047.76** - 71:22  
**\$1,350** - 16:5  
**\$1.8** - 26:10  
**\$2** - 25:6  
**\$26,000** - 54:3  
**\$3** - 16:12  
**\$30,000** - 37:8  
**\$300,000** - 22:15, 22:22  
**\$360,000** - 36:10, 37:6  
**\$45,518.75** - 72:4  
**\$5** - 61:18  
**\$54,904** - 34:3  
**\$6** - 26:4  
**\$700,000** - 30:9  
**\$720,000** - 49:9

**/**

/

**Reconvene - 52:13, 86:1**

**1**

**1:15 - 112:7, 112:15**  
**10:11 - 52:13**  
**10:18 - 52:13**  
**100 - 13:16**  
**106 - 84:18, 84:20, 84:21**  
**11:06:16 - 84:20**  
**11:08:41 - 84:21**  
**11:09 - 85:21**  
**11:10 - 86:1**  
**11:21 - 86:1**  
**12:02 - 112:17**  
**123 - 36:13, 36:15, 36:23**  
**14 - 70:3, 71:21**  
**15 - 24:5, 44:24, 64:15, 75:24, 111:3**  
**15th - 62:23, 63:3, 71:7, 72:13, 72:16, 72:18, 73:3, 73:11, 82:18, 82:23, 85:6, 88:11**  
**18 - 58:3**  
**19th - 57:17**

**2**

**20 - 7:23, 35:6, 51:3, 51:18, 51:22**  
**2013 - 17:16, 52:20**  
**2016 - 27:3, 37:18, 44:10**  
**2017 - 24:23, 25:1, 30:8, 31:4, 31:12, 37:19, 45:5, 61:8**  
**2018 - 15:20, 31:12, 33:7, 33:12, 35:22, 35:23, 36:4, 36:5, 36:9, 36:19, 39:21, 40:4, 45:5, 60:12, 60:14, 61:8**  
**2019 - 12:4, 12:15, 26:2, 36:21, 38:14, 40:4, 40:9, 40:21, 45:5, 55:24, 56:14, 56:21, 57:17, 58:4, 58:23, 59:10, 59:13, 60:18, 60:23**  
**2020 - 18:2, 18:8, 33:24, 37:12, 60:17, 61:10**  
**2021 - 61:17, 62:23, 63:3, 63:5, 70:3, 71:21, 85:7, 113:13**  
**20th - 10:2, 10:5, 10:17**

**21 - 46:8, 84:19**  
**21st - 10:5, 10:17**  
**22nd - 10:5, 56:21**  
**23rd - 10:5**  
**24 - 84:19**  
**240,000 - 45:5**  
**25 - 50:8, 50:11**  
**28th - 63:5, 64:11**  
**2A - 87:22**

**3**

**3:51 - 79:8**  
**30 - 39:6, 51:22, 111:3, 112:1, 112:3**  
**322 - 45:8, 45:10, 45:22, 48:24, 49:6, 49:7**  
**329 - 57:11, 57:13, 57:16, 57:24, 62:3, 62:5**  
**341 - 65:13**  
**343 - 84:19**  
**344 - 84:19**  
**35 - 54:23, 54:25, 55:1, 55:3, 56:13, 57:4, 57:8**  
**35's - 57:7**  
**3rd - 12:4**

**4**

**40 - 19:3, 97:22, 107:25, 108:3, 108:4**  
**44637 - 46:2**  
**475 - 113:13**  
**48 - 46:23**

**5**

**51 - 99:9**  
**53 - 11:12, 11:13**  
**56 - 46:8**  
**5th - 86:4**

**6**

**6th - 86:4, 91:5, 94:10**

**7**

**720,000 - 45:4**  
**7th - 86:5, 91:6**

**8**

**83 - 67:10, 67:12, 67:15, 68:2, 69:14, 83:14, 83:16**  
**84 - 97:9, 97:14, 97:19, 97:20**

**9**

**931 - 80:20, 80:21**  
**932 - 78:25**  
**943 - 79:23**  
**990 - 12:15, 22:13, 38:14**  
**990s - 60:18, 60:23, 61:2, 61:5**