

EXHIBIT 13

In The Matter Of:

*NRA v.
Ackerman McQueen*

J. Steven Hart, Esquire

February 4, 2020

CONFIDENTIAL - UNDER PROTECTIVE ORDER



Min-U-Script® with Word Index

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1 IN THE CIRCUIT COURT
2 FOR THE CITY OF ALEXANDRIA
3
4 NATIONAL RIFLE ASSOCIATION)
5 OF AMERICA,)
6 Plaintiff,)
7 v.) Civil Case No.
8 ACKERMAN MCQUEEN, INC., and) C119001757
9 MERCURY GROUP, INC.,)
10 Defendants.)
11 - - - - -
12
13 CONFIDENTIAL - UNDER PROTECTIVE ORDER
14 DEPOSITION
15 J. STEVEN HART, ESQUIRE
16
17 Tuesday, February 4, 2020
18
19
20 Reported by: Lori J. Goodin, RPR, CLR, CRR, RSA
21 California CSR #13959
22 Assignment No. 2020-81850

Page 2

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2
3
4 The deposition of J. STEVEN HART,
5 ESQUIRE was convened on Wednesday, January 29,
6 2020, commencing at 10:09 a.m., at the offices of
7
8 SCHERTLER & ONORATO, LLP
9 901 New York Avenue, Northwest
10 Suite 500
11 Washington, D.C. 20001
12
13 before Lori J. Goodin, Registered Professional
14 Reporter, Certified LiveNote Reporter, Certified
15 Realtime Reporter, Realtime Systems Administrator,
16 California CSR #13959, and Notary Public in and
17 for the District of Columbia.
18
19
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1 PROCEEDINGS
2 * * *
3
4 J. STEVEN HART, ESQUIRE
5 a witness called for examination, having been
6 first duly sworn, testified as follows:
7 EXAMINATION
8 BY MR. SCHERTLER:
9 Q. Mr. Hart, good morning.
10 A. Good morning.
11 Q. Thank you for being here today.
12 Just to have everybody around the
13 table identify themselves. My name is David
14 Schertler. I am accompanied by my colleagues
15 Paola Pinto and David Dickieson. We represent
16 Ackerman McQueen Incorporated and the Mercury
17 Group.
18 Your counsel is Mr. Burke. And is
19 he your personal counsel?
20 A. Yes.
21 Q. And then we have Mr. Cox and
22 Mr. McKenney and Mr. Cox and Mr. McKenney

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1 represent the National Rifle Association of
2 America.
3 We are taking your deposition today
4 in connection with three different lawsuits that
5 have been filed in the City of Alexandria Circuit
6 Court, CL19001757, CL19002067, and CL19002886.
7 A. You did that from memory?
8 Q. Yes, sir. I have written that now
9 so many times, that ...
10 And, in the, in those cases, the
11 National Rifle Association has made certain
12 allegations against Ackerman McQueen, and its
13 subsidiary Mercury Group.
14 Also, Ackerman McQueen and Mercury
15 Group have counterclaimed. And filed certain
16 allegations and claims against the National Rifle
17 Association, which I will refer to as the NRA.
18 Are you familiar with this
19 litigation?
20 A. Fairly well, I mean yes.
21 Q. Can you describe how you are
22 familiar with the litigation?

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1 A. I was counsel to the National Rifle
2 Association Board of Directors. And it was an
3 issue that was often discussed, going way back.
4 I mean, this, there has been a historical effort
5 to reincorporate the NRA outside of New York
6 for -- New York is an unreliable partner and they
7 have the ability to dissolve us under some
8 conditions.
9 So, we had begun a process, long
10 before the Brewer Firm was involved, working with
11 Morgan Lewis, to start working on a process so we
12 could re-incorporate in Delaware, Texas,
13 Tennessee, no decision was ever made on that.
14 Q. What connection did that have with
15 any of the lawsuits that the NRA filed more
16 recently?
17 A. We would have proceeded with a
18 detailed review, audit of all of the major
19 contractors, and Ackerman was on that list
20 because they were the largest at the time.
21 Q. So, you are familiar with the three
22 lawsuits that the NRA has filed?

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1 A. You know, I don't know what those
2 three are.
3 I know the one you generally
4 describe, I don't individually know what all of
5 those numbers stood for, no.
6 Q. Have you read the complaints?
7 A. I don't think I have read the whole
8 complaint. I have skim read them at some point
9 in time, but --
10 Q. Okay. And kind of going back to
11 square one a little bit.
12 Just, could you briefly describe
13 what steps, if any, you took to prepare for your
14 deposition today.
15 A. I met with Elliot. Tried to figure
16 out how we were going to do this.
17 MR. BERKE: Can I just state for the
18 record, I know that Mr. Schertler and I and
19 the attorneys for the NRA have discussed the
20 privilege issue.
21 We know that this is something that
22 we all need to be sensitive to.

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1 We are going to be as deferential as
2 we can to the NRA, given the fact that
3 Mr. Hart represented the board of the NRA.
4 And so, we are going to leave it to
5 them to raise issues of privilege.
6 We may comment along the way.
7 But, ultimately it is their
8 privilege to assert.
9 MR. SCHERTLER: Thank you. And we
10 understand that. And we also want to be
11 sensitive to what we think would be
12 legitimately privileged communications.
13 I will try to avoid inquiring into
14 them if I can.
15 Obviously as you might expect, there
16 could be disagreements between the Ackerman
17 McQueen and the NRA as to what is actually
18 privileged or not.
19 And, that probably wouldn't be
20 something we could work out or decide today.
21 But, we recognize the issue.
22 MR. BERKE: Great, thank you.

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1 THE WITNESS: So, are you going to
2 describe these three things?
3 BY MR. SCHERTLER:
4 Q. Yes.
5 A. Quickly.
6 Q. Later on. We have all day.
7 A. All right.
8 Q. So, just as an aside, is there
9 anything that would prevent you from being able
10 to understand the question and give truthful,
11 accurate answers, to the best of your
12 recollection today?
13 A. No.
14 Q. And in your preparation for the
15 deposition, were you able to review any
16 documents?
17 A. I went through some of the e-mail
18 production that I had given to the NRA, just
19 to -- because I thought the NRA should be
20 producing these documents and doing the privilege
21 log, not me.
22 Because, I wouldn't, it is their

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1 privilege, not mine.
2 Q. So, let me ask you a question.
3 I would like to talk a little bit
4 about the e-mails.
5 When you worked -- what period of
6 time did you serve as counsel for the NRA?
7 THE WITNESS: Do you want me to give
8 him the history here.
9 MR. BERKE: Correct, yes, from day
10 one.
11 THE WITNESS: Well, my old law firm,
12 where I retired as chairman, the Williams who
13 was the named partner who is now deceased,
14 was on the board of the NRA for many years
15 and very active.
16 So, back when I was an associate,
17 that was the late '80s, I started doing
18 casework, you know, individual matters for
19 the NRA.
20 BY MR. SCHERTLER:
21 Q. Uh-huh.
22 A. And ultimately I became counsel and

Page 18

1 I guess on the Board of Directors of something
2 called Arena Pack which was Charlton Heston's
3 political vehicle, to cover his cost of
4 travelling, so forth.
5 And he obviously became president of
6 the NRA.
7 So, I started working very closely
8 with the NRA and during that period directly
9 since Heston was so important to them.
10 Q. But this is while you were at a
11 private law firm?
12 A. Right.
13 Q. So, your firm and you were serving
14 as outside counsel for the NRA?
15 A. Correct, correct. We weren't doing
16 lobbying, because the firm did not want to
17 register for the NRA, even though J.D. was on the
18 board, that was kind of a distinction without a
19 difference.
20 And then, around 2011, the counsel
21 to the board became ill and Wayne asked me to
22 come in and replace him.

Page 19

1 And so, I have served as counsel to
2 the board since '11, maybe '12.
3 Q. Who was your predecessor that became
4 ill?
5 A. Shellhouse. What was that guy's
6 name. I would have to look it up for you, but --
7 Q. Not a problem. And that was in
8 2011.
9 A. I think it was '11, it could have
10 been '12, I can't remember. But my e-mails
11 seemed, when I did the production for the NRA,
12 producing client files, it appears that I started
13 in 2011. There were 2011 e-mails, so ...
14 Q. And when you began in 2011 or 2012
15 whenever it was, were you then continuously
16 retained as counsel to the NRA board from that
17 point in time until April 22nd of 2018 -- 2019,
18 I'm sorry.
19 A. Yes.
20 Q. May I show you what we have marked
21 for identification -- and just so you know, I've
22 got a number of documents that, you know, we will

Page 20

1 show you through the course of the deposition.
2 It's much more intimidating than it
3 really is, so ...
4 But, what I will do is I will give
5 you, as you know, the court reporter, we have
6 already marked it.
7 So, I will give you the original
8 and, the court reporter will retain the
9 originals, and we have copies for everyone else.
10 (Hart Exhibit Number 1
11 marked for identification.)
12 BY MR. SCHERTLER:
13 Q. So, if I could ask you to take a
14 look at this.
15 And with any document, Mr. Hart, I
16 will want to make sure that you have enough time
17 to review it and familiarize yourself with it.
18 A. Uh-huh, yes. I'm familiar with it,
19 yes.
20 Q. Is this, would this be the
21 engagement letter between you --
22 A. Yes, when I went full-time into the

Page 21

1 NRA in, I guess June of 2018, yes.
2 Q. So, could you explain that to me? I
3 think you said before, 2011 or 2012, you -- what
4 was your engagement beginning in 2011 and 2012?
5 A. I had the term, I had the title of
6 counsel to the board, the same one that I had on
7 this contract.
8 It is just that the payments were
9 made through my firm. So, there would have been
10 a retainer with Williams and Janssen.
11 Q. I see. And then did you, did you
12 have this separate engagement letter between you
13 which is J. Steven Hart, PLC and the NRA
14 beginning in some time in 2018?
15 A. 2018 is when I went full-time.
16 Q. And was that after you left Williams
17 and Janssen?
18 A. Uh-huh. My termination date in
19 Williams and Janssen was end of May, right?
20 MR. BERKE: I believe so, yes.
21 BY MR. SCHERTLER:
22 Q. So, end of May, 2018 --

Page 22

1 A. I had been the only person in my
2 firm doing work for the NRA.
3 So, just transferring this client
4 out. I only kept three clients when I left
5 because I was trying to be semi-retired.
6 Q. And, this, and you operated then
7 under your own PLLC, correct? J. Steven Hart,
8 PLLC?
9 A. Correct.
10 Q. So, you have said a couple of times
11 now that you served as counsel to the NRA board.
12 Could you explain exactly what your
13 understanding was as to who you represented, both
14 before you became the PLLC and after?
15 A. I'm sure you guys all know this, but
16 I will state it and I will try not to confuse you
17 more by mixing words.
18 There are three elected officers who
19 are compensated, that would be Wayne, the
20 treasurer, and the secretary. So, the EVP, the
21 treasurer and the secretary.
22 There are three officers who are

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1 elected and not compensated. That would be the
2 president, the first vice president, and the
3 second vice president.
4 So, they are board members who are
5 elected to be officers.
6 So I more or less, in that role, as
7 counsel to the board you are the liaison between
8 the non-compensated board members and the rest of
9 the board.
10 But, principally those three
11 officers and the management which are the
12 compensated officers.
13 So, you act as liaison more or less.
14 I mean, you do whatever the crisis
15 of the moment is is what you deal with.
16 So, when Grover Norquist was
17 challenged for serving on the board, I ran that
18 project.
19 So, it is whatever is hot at the
20 moment.
21 Q. So, just to try to get this clear,
22 who would your clients be?

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1 A. The NRA board and the NRA officers.
2 Compensated. All of them -- I mean, that would
3 have predated even 2011. Wayne would call me up
4 and ask me for advice, so ...
5 Q. So, you would consider Mr. LaPierre
6 as one of your clients?
7 A. Absolutely.
8 Q. And that would include, I think you
9 said, the treasurer and the secretary as well,
10 the compensated --
11 A. You know, the general counsel, the
12 head of -- there are sort of three principle
13 officers appointed by Wayne, the general counsel,
14 the executive director of ILA, which is the
15 legislative shop, and the executive director of
16 general operations.
17 Q. Would you also be consulted by board
18 members for advice?
19 A. Yes, but, I tried to limit myself to
20 the major boards, board committees, which would
21 be audit, finance, legal, bylaws.
22 We had a big bylaw dispute, that was

Page 25

1 one year. Big problem.
2 I tried to stay out of the
3 competitive shooting committees because I'm not
4 an expert on that and it is also, the minutia is
5 unbelievable.
6 Q. Would you advise those various
7 committees of the board?
8 A. Yes.
9 Q. Okay. I saw that this -- okay, the
10 document, Exhibit Number 1 we just looked at is
11 undated.
12 But, I think your recollection is
13 this would have been entered into some time in
14 June of 2018?
15 A. I probably entered into it end of
16 May some time. But first payment would have been
17 June, yes.
18 Q. And then this would have been the
19 operative agreement between you and the NRA,
20 serving as counsel, up until your termination on
21 April 22?
22 A. I was suspended.

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1 Q. Are you still suspended?
2 A. I resigned in May.
3 Q. In May of 2019?
4 A. Uh-huh. I think it was, the writing
5 was on the wall there, so, you know.
6 Q. Understood. This says that in
7 return for your undertakings, the NRA will
8 provide the firm with a nonrefundable monthly
9 retainer of \$60,000 for the period of June 1st,
10 2018, through June 30th, 2019.
11 Were you on a monthly \$60,000
12 retainer to the NRA?
13 A. Uh-huh.
14 Q. Did you also -- and I'm sorry, you
15 have to say yes or no just for the benefit of the
16 court reporter?
17 MR. BERKE: Yes or no.
18 THE WITNESS: Oh, yes.
19 BY MR. SCHERTLER:
20 Q. Sorry about that.
21 A. Yes, I --
22 Q. Years of reading transcripts put

Page 27

1 that in my mind.
2 Did you also bill them on an hourly
3 basis for work that you had performed?
4 A. No.
5 Q. And, were you compensated for
6 expenses?
7 A. I only billed expenses, I think,
8 related to the annual meeting. I don't think I
9 ever submitted another expense report.
10 Q. Would you regularly attend the
11 annual meeting?
12 A. Yes.
13 Q. Did you attend the annual meeting in
14 April of 2019 in Indianapolis?
15 A. No.
16 Q. No, okay. I notice that this
17 Exhibit 1, your agreement is signed by Wilson
18 Phillips.
19 Would that also be Woody Phillips?
20 A. Correct.
21 Q. And what was his position at the
22 time?

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1 A. Treasurer.
2 Q. And it is also signed by Wayne
3 LaPierre?
4 A. Correct.
5 Q. He was the executive vice president,
6 correct?
7 A. Correct.
8 Q. And Carolyn Meadows, what was her
9 position at that time?
10 A. Let me think about that. That, she
11 was probably the -- probably the president,
12 because of the timing of when Ollie was going to
13 be elevated, I don't know that Ollie had been
14 elevated yet.
15 So, she was probably the president
16 and Richard was the first vice president for
17 sure.
18 Q. Had Ms. Meadows taken over for Pete
19 Brownell?
20 A. Yes, I mean that is a lengthy
21 answer. But, yes.
22 Q. Why?

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1 A. Pete Brownell was stepping down for
2 personal reasons, I would say.
3 And, the contract with Ollie North
4 couldn't be finalized until we had some sort of
5 agreement with Fox News over whether or not he
6 was going to be sued for breaking the contract.
7 So, a decision was made that he
8 could be second vice president without violating
9 that contract.
10 So, Carolyn briefly moved in as
11 acting president, everybody knew Ollie was going
12 to move up.
13 And Richard stayed where he was.
14 And then after Ollie moved up, Carolyn moved, you
15 know, back down to second vice president and
16 Richard was still first vice president.
17 It is a little bit more complicated
18 than that. People have to resign in a serial
19 manner and then be reappointed.
20 Q. Understood. I apologize, I will get
21 back to the discussion about Lieutenant Colonel
22 North becoming president.

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1 But, before I do that, let me just
2 get back to the e-mails.
3 In my review of the documents that
4 we have, that involve communications with you, as
5 in the modern world today, so many of them are
6 e-mail communications, but I, it doesn't appear
7 as though you had an NRA e-mail address?
8 A. I did have an NRA e-mail address.
9 But, I didn't use it. I mean, I
10 never even knew how to open it to be honest.
11 So, whatever is in there is still in
12 there.
13 But, I finally asked John Frazer to
14 eliminate it, because I didn't even know I had it
15 until I discovered that I was being invited to
16 meetings and I never got the notice, so ...
17 Q. So, what e-mail address did you use
18 to communicate within the NRA or on behalf of the
19 NRA in your position as counsel?
20 A. Well, I tried to use my esquire
21 account.
22 But, it would leak over to my

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1 personal account.
2 So, and it was just random,
3 whichever account people used.
4 Q. So, there were two accounts,
5 correct?
6 A. Yes.
7 Q. One was what you call your esquire
8 account, which would be your account affiliated
9 with your private --
10 A. Yes, and it had more security on it,
11 and I have other clients that have national
12 security interest, so I try to keep that stuff on
13 a different account.
14 Q. Understood. So, you were
15 representing other clients as well at the time?
16 A. Right.
17 Q. Independent of the NRA?
18 A. Correct.
19 Q. And then you also had a private
20 e-mail address that you would sometimes use to
21 communicate work-related NRA matters?
22 A. Yeah. I just leached over.

Page 32

1 I mean, I'm sorry it did, but it
2 did.
3 Q. Don't be sorry.
4 So, but your recollection is that
5 you did not use your NRA e-mail address for --
6 A. Again, I never opened it. I
7 wouldn't know how. I actually had a brief
8 conversation with one of the technology guys
9 trying to get rid of the account and that was
10 harder than I thought.
11 MR. BERKE: You don't have access to
12 that now since you left the NRA.
13 THE WITNESS: No, I never had.
14 BY MR. SCHERTLER:
15 Q. So, let me get back to the
16 documents. You, so you don't have any e-mails
17 that would have been on your NRA e-mail account,
18 correct?
19 A. Well, there are e-mails in that
20 account, but, I don't have them.
21 Q. You don't have possession of them
22 now?

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1 A. I never did.
2 Q. But, you do have possession of the
3 e-mails that would have been in your personal
4 account, or, what we call your esquire account,
5 correct?
6 A. Correct.
7 Q. We --
8 A. There are also, Williams and Janssen
9 e-mails from earlier. And those were provided on
10 a memory stick to me. And I have those
11 somewhere.
12 Q. From Williams and Janssen?
13 A. Yes, and whatever was in there that
14 was a client file, you know, went off to the ...
15 Q. And those e-mail communications,
16 fair to say, would have preceded May of 2018?
17 A. Correct.
18 Q. Have you provided those e-mails to
19 the NRA?
20 A. I have.
21 Q. In terms of, we had served a
22 subpoena on you for production of documents.

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1 Could you just tell us what you, and
2 through your counsel, have done in terms of
3 producing documents to the NRA that would be
4 responsive to our subpoena?
5 A. Producing them to the NRA?
6 Q. So, my understanding is that we had
7 an agreement with the NRA that they would review
8 the documents for privilege before any documents
9 were turned over to us.
10 A. Yes, my view with Elliot, which he
11 has discounted, is that they already have those
12 documents and they can do it now.
13 Elliot is saying we have to do it
14 ourselves.
15 So, we started that process.
16 So, I will be duplicating, I guess,
17 what I did for the NRA. At some level.
18 Q. So, when you say duplicating?
19 A. I know you think your request is
20 limited, but it is not.
21 Q. We have tried to limit it.
22 A. Yes.

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1 Q. When you a duplicating what, do you
2 mean?
3 A. I mean I will have to go back
4 through them all.
5 Because my experience on the
6 production for the NRA is it picked up a lot of
7 personal stuff and other client information.
8 Q. Let me ask you, when you talk about
9 production for the NRA, what, I am not sure what
10 you are referring to.
11 A. My client files. They requested all
12 of my client files.
13 Q. So, when you were --
14 A. Suspended.
15 Q. Suspended.
16 A. They requested my client files in
17 the suspension notice.
18 Q. I do recall seeing that.
19 And then in response to that
20 request, what did you provide the NRA at that
21 time?
22 A. I took the search terms, picked up,

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1 I don't know, thousands of e-mails and I
2 provided, I had to go through them one at that
3 time and eliminate the stuff that was not NRA
4 related.
5 Q. Related to your other clients?
6 A. Yeah. And, as I told Elliot, there
7 is just strange things in there. My personal
8 financial data was in one of them because my
9 secretary attached it to an e-mail that had Wayne
10 LaPierre's name in it.
11 So there is a lot of stuff like
12 that. And the search terms were broad.
13 Investigation. And Chris Cox's name appeared in
14 another client matter, so it picked up an entire
15 another client matter.
16 Q. I see. So, again, forgive me for
17 maybe not quite understanding everything here.
18 But, what you are saying is that
19 when you were suspended by the NRA in April of
20 2019, they requested all of your NRA-related
21 document files?
22 A. Right.

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1 Q. Like clients would from an attorney,
2 correct?
3 A. Right.
4 Q. And in that they gave you search
5 terms to use in terms of searching through your
6 e-mail communications?
7 A. Right. So it had terms like Chris
8 Cox, so it picked up stuff for another client.
9 And it had Chuck Cooper's name, and
10 Chuck and I have other matters we work on
11 together, so it produced a lot of stuff that was
12 not their privilege.
13 Q. And did you go through that process
14 of culling out what was responsive to the NRA's
15 request?
16 A. Right, yes, and then we -- what is
17 the term, we dropboxed thousands of e-mails on
18 them in six or seven different drops.
19 Q. And, was Mr. Burke your counsel at
20 this time?
21 A. No.
22 Q. Were you doing this on your own?

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1 A. Yes. With my daughter.
2 Q. He needs a technical expert?
3 A. No, I had a technical expert do the
4 original search.
5 Q. I see. So you hired an outside
6 technical expert to do the search?
7 A. Right.
8 Q. And approximately when was it that
9 you produced these documents to the NRA?
10 A. I don't -- starting in -- the hard
11 documents were easy to produce because they were
12 hard.
13 And so those probably got there in
14 May. And the rest of them were there by
15 mid-July.
16 Q. Of 2019?
17 A. 2019, yes. There may have been some
18 after that, I don't know.
19 Q. I think we are talking about e-mails
20 for now.
21 But, when you talk about these
22 e-mails that you produced up through July of 2019

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1 to the NRA in response to their request, is it
2 your testimony that that would be, they would
3 have everything that we have essentially asked
4 for in our subpoena?
5 A. Yes, like everything that goes
6 through, you know, April of 2019.
7 Q. That is related to the NRA?
8 A. Yes.
9 Q. So, that is what you mean when you
10 say you are duplicating the effort in response to
11 our subpoena?
12 A. Right, because I think your search
13 terms will pick up that stuff again.
14 Q. So, if we made the request of the
15 NRA they could provide the same documents to us?
16 A. Yes, they have to go through the
17 privilege log anyway. So, that is why I kept
18 saying to him, I said, why do I have to do this
19 again.
20 Because I have to go back and read
21 them again, I assume, and I don't really want to.
22 But, I have been told I have to.

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1 I'm not happy with my counsel.
2 MR. BERKE: We have discussed this
3 on the calls.
4 MR. SCHERTLER: Yes.
5 MR. BERKE: This is not news. But,
6 I understand getting it for the record.
7 MR. SCHERTLER: And we are happy to
8 continue those discussions. We may need to
9 include counsel.
10 BY MR. SCHERTLER:
11 Q. Setting aside e-mails, and I always
12 get confused because, maybe both of us grew up
13 when there were no e-mails, but how about hard
14 copy documents, was that part of your file?
15 A. I provided all of the hard copy
16 documents that I had to the NRA, yes.
17 Q. Approximately how many, what would
18 be the quantity of the hard copy. Couple boxes?
19 A. Couple boxes, yes.
20 Q. And did you keep copies of what you
21 provided to the NRA?
22 A. I kept some but not all. I mean

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1 some of it.
2 I mean, every little matter has a
3 file, and I, every employment contract I
4 negotiated for the NRA has a file, and I didn't
5 feel the necessity to maintain copies of all of
6 that stuff.
7 Q. Understood.
8 A. It is also confidential to the
9 person and I don't want it.
10 Q. In terms of other modes of media
11 communication, text messages --
12 A. I seldom text. I may, it is too
13 much. My family texts me, that is about it.
14 Q. So, no work related text that you
15 produced at the NRA?
16 A. I think the only text would have
17 been like meeting times and things like that.
18 Somebody will text you and say where are you.
19 Q. Well, let me just ask you this: In
20 the course of your day-to-day work for the NRA,
21 and I think what I will really, for the most part
22 I will focus my questions on this time period

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1 beginning in May or June of 2019 when you
2 separated from Williams and Jensen, and entered
3 into your own engagement letter with the NRA. If
4 you attended meetings or if you were on a phone
5 conference, was it your practice to take hard
6 copy notes on a note pad?
7 A. To the extent I take notes, I then
8 write them up and store them in my e-mail system.
9 And those notes were provided to the NRA.
10 Q. So, those hard copy notes were
11 provided to the NRA back in the summer?
12 A. As part of the e-mail search,
13 because they come up in the e-mail search, yes.
14 Q. Did you ever have any communications
15 with anybody in the NRA about whether you should
16 be keeping hard copy notes or maybe getting rid
17 of them in light of governmental investigations?
18 A. No.
19 Q. So, what you are telling me is that
20 everything that you have that is related to your
21 work for the NRA, you have already given to the
22 NRA?

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1 A. Yes.
2 Q. She is good with taking down the
3 nod, but --
4 A. Yes.
5 Q. And what attorneys at the NRA had
6 you been dealing with in providing or producing
7 those documents?
8 A. John Frazer and Stefan, last name
9 unpronounceable, Thomasidi.
10 Q. Is he an in-house counsel with the
11 NRA?
12 A. Uh-huh. He may have the title of
13 deputy general counsel, but I'm not sure.
14 Certainly the senior one behind John.
15 Q. What was your relationship with John
16 Frazer?
17 A. When Bob Dallat retired, he had been
18 the general counsel, Frazer came out of nowhere.
19 It was not -- you guys, if I go down
20 somewhere that you think is inappropriate, just
21 step it.
22 Q. They jump up pretty quick.

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1 A. No one in-house that they thought
2 was appropriate to take the title of general
3 counsel.
4 So, they went on the outside search
5 and Frazer was identified by some key board
6 members as the right guy. He had actually worked
7 at the NRA and then had his own gun-rights firm,
8 so he knows the gun issues.
9 And that is where I met him.
10 He also became secretary, one of the
11 elected offices, that is compensated, and so he
12 held the title of secretary/general counsel.
13 Q. Did you report to him?
14 A. I really report to Wayne, I mean --
15 Q. And how did you interact with the
16 general counsel for the NRA in terms of the your
17 responsibilities or your obligations?
18 A. Well we would allocate some things
19 and some things I would tell him this is what we
20 are going to do and some things he would ask me
21 to step in and assist with.
22 I mean, just cooperative.

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1 Q. Good relationship?
2 A. Uh-huh.
3 MR. BERKE: Yes or no.
4 THE WITNESS: Yes.
5 BY MR. SCHERTLER:
6 Q. Your monthly retainer payments, or
7 your expense reimbursements from the NRA, what
8 NRA entity paid for that, do you know?
9 A. I think it came out of the EVP's
10 office. Lisa Supernaugh would be able to answer
11 that question specifically. But I would think it
12 was in the EVP's budget, not the general
13 counsel's budget.
14 Q. And Ms. Supernaugh is with the
15 treasurer's office; is that correct?
16 A. She might be paid by the treasurer's
17 office, but I think she is more like one of
18 Wayne's assistants.
19 I think she is actually in general
20 operations. Come to think of it --
[REDACTED]
[REDACTED]

[REDACTED]

9 MR. BERKE: Nice try.
10 BY MR. SCHERTLER:
11 Q. The, and again just to go back,
12 what, NRA compensated you for certain
13 work-related expenses that you incurred.
14 Correct?
15 A. I honestly think the only expense
16 report I ever filed was for the annual meeting.
17 Because then you have all of this
18 out of town, you have hotel bill and air fare and
19 all that stuff. I doubt I ever billed them for
20 any other expenses.
21 Q. And did you -- fair to say, that the
22 NRA never paid for any of your personal expenses?

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1 A. I think that is fair to say, yes. I
2 think I actually paid for some of theirs.
3 Q. Among -- you describe the
4 non-compensated officers, president, first vice
5 president, second vice president and the
6 compensated officials, which I think you
7 described as the EVP, treasurer and secretary.
8 A. Correct.
9 Q. Would any of those people be able to
10 consult with you for advice on legal issues?
11 A. All of them.
12 Q. And was there any kind of regular
13 manner in which they communicated with you.
14 Or was this ad hoc depending on
15 whatever issues came up?
16 A. Pretty ad hoc, depending on what the
17 controversy of the moment was.
18 Q. How about board members. Could
19 individual board members contact you?
20 A. They could.
21 Q. For legal advice?
22 A. Correct. I mean, it would have to

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1 be related to the NRA, yes.
2 Q. Correct. And, did that occur --
3 A. Quite often. There are 76 board
4 members. So, if you are talking to 20 of them,
5 that is a lot.
6 Q. And did they understand, was it,
7 from what you understood, was it their
8 understanding that you were their counsel?
9 A. Yes.
10 Q. What was the type of legal issues
11 that board members or the executives within the
12 NRA would raise with you?
13 A. Well, like I said, one year the big
14 issue was the, how we were going to proceed with
15 the Grover Norquist matter.
16 One year it was bylaws. So I
17 strictly dealt with bylaws and the various
18 committees have their own bylaw wants and needs.
19 So, that is a lot of time.
20 Bill Satterfield who was on the, you
21 know there is a separate (c)(3) foundation and he
22 would feel free to call me to ask me to ask

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1 exempt foundation questions as opposed to the
2 (c)(4), which is the NRA parent.
3 And there are always questions about
4 the appropriate reimbursements that the (c)(3)
5 can make to the (c)(4).
6 So, I mean it is just a myriad of
7 things.
8 Q. And did you have some expertise in
9 dealing with those kinds of tax exempt
10 corporations?
11 A. I was a CPA and practiced tax work
12 early in my life.
13 Q. And the 501(c)(3) organization was
14 the NRA Foundation?
15 A. Right. But it is incorporated in
16 D.C., not in Virginia, or, New York, excuse me.
17 Q. So, the foundation is incorporated
18 in D.C.?
19 A. Correct.
20 Q. And falls under the auspices of the
21 D.C. government?
22 A. Yes, the D.C. AG is investigating

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1 them.
2 Q. Right.
3 And the what are -- so, in your kind
4 of expertise in this area, so, what are the major
5 requirements for an organization like the NRA
6 Foundation to maintain its 501(c)(3) status?
7 A. It is really a question of how the
8 allocation is made?
9 Q. Allocation of what?
10 A. Distributions, whether the
11 distribution is justified by the records, in my
12 view everything that the (c)(3) has done has been
13 appropriate.
14 But you do, the easiest way to
15 describe this is most of what is done under
16 general operations is (c)(3) activity; it is
17 educational, it would be related to law
18 enforcement, or marksmanship. It could be
19 anything. So, those are permissible (c)(3)
20 activities.
21 Q. Where does the (c)(3) get its money?
22 A. Donors, I mean like any foundation.

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1 Individual donors, primarily. Some corporate.
2 Q. Are there restrictions on whether
3 the (c)(3) can transfer money to the National
4 Rifle Association which is the (c)(4)?
5 A. Well, you can't use foundation money
6 for political activities.
7 So, none of it could go into ILA
8 operations, for example.
9 It is carefully monitored by the
10 treasurer's office and I think done
11 professionally.
12 Q. What money can the (c)(3) transfer
13 to the (c)(4) for what purposes?
14 A. Educational. I mean anything a
15 (c)(3) can do, charitable activities.
16 Q. So, that can be transferred, if
17 those activities were being conducted by the
18 (c)(4)?
19 A. Correct. I mean, it is just like --
20 they can transfer money theoretically outside the
21 NRA.
22 But, that is not really in their

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1 charter.
2 Q. You describe the fact, I think you
3 made a reference earlier to the fact that the
4 (c)(4) is currently registered in the State of
5 New York?
6 A. For historical reasons.
7 Q. What are those historical reasons?
8 A. I love this story. You guys must
9 have heard it a million times by now.
10 President Grant at the close of
11 the -- he was a past president of the NRA, he
12 discovered at the, during the Civil War that
13 settlers could shoot better.
14 And he felt that if the South had
15 been properly armed, they could have won the war
16 easily.
17 So, he started the NRA in New York
18 to teach marksmanship to the Yankees.
19 Q. That is a great story.
20 You said that in recent years there
21 have been some efforts to try to transfer, I
22 think you said that there were efforts to try to

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1 transfer the (c)(4) registration out of New York
2 to some other location?
3 A. That would trigger an audit by the
4 New York AG.
5 So, in preparation of that, we would
6 have had to gone through sort of the
7 self-correction process that has been going on
8 more publicly now.
9 Q. What self-correction process? Could
10 you describe?
11 A. We would have to go through and see
12 if there were problems that would have been
13 payments to vendors, or payments to executives
14 that were inappropriate and you self-correct, you
15 try to do it quietly and get reimbursements or
16 whatever is appropriate.
17 Q. Is that what was going on in the NRA
18 in 2018 and 2019?
19 A. Before that. I mean it started
20 before that.
21 And it was run by -- again you guys
22 stop me.

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1 Q. They haven't stopped you yet?
2 A. I tend to spew.
3 Q. Who started it?
4 A. It was begun as a project with
5 Morgan Lewis & Bockius. They have a tax exempt
6 expert over there, Alex Reed. I can't believe I
7 remember is name.
8 Q. And he was looking at what kind
9 of --
10 A. What we needed to do in order to
11 re-incorporate.
12 And there was going to be a big
13 fight about whether we were going to
14 re-incorporate in Delaware, which I think the
15 lawyers would all want. Or, in Tennessee or
16 Texas where we would have a more favorable
17 environment, politically.
18 I mean some people suggested
19 Alabama. I don't even know the Alabama laws.
20 Q. And thus far that has not happened,
21 correct?
22 A. Well, by the close of this New York

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1 AG investigation, all the prerequisites for
2 moving will have been accomplished and I think at
3 that time the NRA could move, maybe, I mean who
4 knows what the AG is going to do.
5 But, the object would have been to
6 have gone through this cleansing process quietly
7 and then present the notice to the New York AG
8 that we are moving and then that would have
9 triggered an automatic audit.
10 Q. So, as soon as you notified the New
11 York State authorities that you were going to
12 move your (c)(4) registration, that would have
13 triggered an automatic audit?
14 A. Particularly with Letitia James, and
15 she had already pre-announced in the campaign
16 that we were a criminal organization. I think
17 you can assume it, yes.
18 We could, I mean there are all sorts
19 of different strategies.
20 We could have incorporated our, what
21 you guys probably know as Lexington and Concord
22 was the beginnings of a process to create, this

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1 is one of -- Wayne does long-term planning and
2 Lexington and Concord is part of long term
3 planning. Where you take the for-profit
4 operation and move it, you know, to a separate
5 entity and then under, theoretically we could
6 have then merged the NRA into that for profit
7 operation.
8 But again, subject to New York AG
9 approval.
10 Q. Any import to the name Lexington and
11 Concord?
12 A. I didn't know it.
13 Q. Other than my revolutionary war
14 days?
15 A. But, apparently Lexington and
16 Concord were two of the original NRA board
17 members, under Ulysses S. Grant, I guess.
18 Q. We will learn a lot of history here?
19 A. I can't, I don't want to say that is
20 certainly true, but that is what I was told. I
21 didn't make up the name.
22 Q. So, let me switch gears a little

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1 bit.

2 Could I ask you to, given your

3 knowledge of the organization, who controls the

4 National Rifle Association of America, the

5 (c)(4)?

6 MR. COX: Objection to form.

7 BY MR. SCHERTLER:

8 Q. They object to form all of the time.

9 But that means you can answer.

10 A. Oh, the board.

11 Q. The board?

12 A. The board elects the EVP, the

13 treasurer and the secretary.

14 So, they have control if they wish

15 to exercise it.

16 And, I guess the members, you know,

17 vote for the board members so you could argue the

18 members control it.

19 But you only elect 25 board members

20 every year so it is kind of a rolling control.

21 Q. So, within the management,

22 understood that you say the board elects the

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1 executive vice president.

2 And is it correct that Wayne

3 LaPierre has been the executive vice president

4 for a number of decades now?

5 A. Oh, yes.

6 Q. And he has been consistently elected

7 by the board during that period of time, correct?

8 A. Uh-huh. Yeah, I think from time to

9 time people worry whether he has 40 votes or

10 something.

11 But, I have never seen any evidence

12 that he was going to lose control of the board.

13 Q. Who selects the board members?

14 A. There is a nominating committee that

15 nominates board members, and you can also get on

16 the board by doing a petition process.

17 And over the last few years the

18 petition process has gotten more aggressive, so

19 more petitioners are getting on.

20 It is a Byzantine election process.

21 You can nominate 40 people and the top 25 get on

22 the board. And then, let's just say there were

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1 40 that ran. So you have 15 losers.

2 Any of those 15 losers can then sign

3 up to become the 76th board member which is only

4 a one year term.

5 And there is an election at the

6 annual meeting for that one, so that is another

7 Byzantine thing, but it gets the membership, you

8 know, at the meetings sort of, it gives them

9 something to do.

10 And then as the board members resign

11 or die, I mean it is predominantly an elderly

12 white group, and I can say that because I am an

13 elderly white person. But, as they die, the

14 person who got the next most votes, so, the

15 person that came in 26th becomes, automatically

16 takes that slot.

17 Q. Who is on the nominating committee?

18 A. It changes every year. In fact

19 there is a term limit on how long you can be on

20 the nominating committee. It is in the bylaws, I

21 can't off the top of my head remember what it is.

22 I know you can't be on the

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1 nominating committee on the year you are running

2 for reelection.

3 Q. The reelection for the board?

4 A. Right. So the nominating committee

5 is of board members, but there is also a select

6 group of non-board members that are voted on by

7 the board at the annual meeting.

8 Q. Is Mr. LaPierre on the nominating

9 committee?

10 A. No.

11 Q. He is separate and apart from that?

12 A. Uh-huh.

13 Q. What influence, if any, does

14 Mr. LaPierre have over the selection of the board

15 members?

16 A. Well, he has no control over the

17 petitions. They tend to be anti-Wayne for the

18 most part.

19 But, I mean he controls the

20 nomination process for the -- I mean, the

21 nomination process for the nominating

22 committee -- so, they are hand picked.

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1 Q. So, in other words, the people on
2 the nominating committee who nominate the board
3 members are selected by Mr. LaPierre?
4 A. Yes, they are mostly the more
5 educated board members, past presidents, things
6 like that, kind of know what is going on.
7 Q. But selected by Mr. LaPierre?
8 A. Well, I mean, yes.
9 But again the nominating committee
10 is voted on by the full board, so he can nominate
11 who he wants, but it doesn't mean that the board
12 has to vote for them.
13 Q. So, does the board regularly reject
14 people that he puts on the nominating committee,
15 do you know?
16 A. I have never actually seen that, but
17 it could happen.
18 Q. But you have never seen it happen in
19 practice? The board has never voted down
20 somebody that Mr. LaPierre had nominated for the
21 nominating committee?
22 A. Not to my knowledge. Maybe that has

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1 happened in the past --
2 Q. And you have been around for 8,
3 9 years?
4 A. I didn't go to all of the board
5 meetings before 2011, so, who knows.
6 Q. In terms of --
7 A. They basically only nominate the
8 number of people that can be on the committee for
9 the most part, so ...
10 And the chairman of the nominating
11 committee is the person who gets the most votes
12 in the board meeting.
13 It is starting to come back to me.
14 Q. I can tell.
15 You were talking about the, the
16 board then selects or the board votes on the
17 management team. Correct?
18 A. Correct.
19 Q. And that would include voting for
20 Mr. LaPierre?
21 A. Right.
22 Q. So, theoretically the board could

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1 vote Mr. LaPierre out as executive vice
2 president?
3 A. Well, yes, they, you, you nominate
4 that person and the treasurer and the secretary,
5 and then the board votes.
6 I mean, it is always by acclamation
7 because there is only one candidate.
8 Again, I have never seen anybody
9 else nominated so there was a runoff.
10 Q. So, you have never seen anybody
11 challenge Mr. LaPierre for the position of EVP?
12 A. Or treasurer or secretary, either.
13 I mean, there was a chance, I think,
14 that Frazer could have been challenged as
15 secretary. But it fizzled.
16 Q. What about the non-compensated
17 management members? The president, the first
18 vice president and the second vice president.
19 How are they selected?
20 A. Well they are elected by the board
21 also. And it is a rolling deal.
22 So, if you are second vice

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1 president, you serve two, and then two as first
2 and two. So, it is a training exercise,
3 actually.
4 You come in there as second vice
5 president and you learn the process.
6 Because these guys are generally not
7 informed on how to -- they are nice, intelligent
8 people.
9 But, they are not informed on how to
10 run a large, tax exempt organization.
11 So, they come in and get sort of
12 an educational process on bylaws and audit
13 requirements, you know, 990 reporting
14 requirements.
15 So, it is a, by the time they have
16 served four years, in the vice president slots,
17 they are prepared to be president.
18 They have learned how to run giant
19 meetings.
20 Q. Well, let me ask you this, as an
21 outsider, as a layperson: What are the
22 authorities and responsibilities of the executive

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1 vice president of the organization?
 2 A. All power is delegated to him by the
 3 board unless prohibited by the bylaws.
 4 Q. All powers?
 5 A. Pretty much, yes.
 6 Q. What about the non-compensated
 7 position as president.
 8 What authority and responsibility
 9 does the president of the NRA have?
 10 A. Well, he can call special meetings,
 11 he can create special committees. He obviously
 12 presides over the meetings themselves so he does
 13 rulings from the chair with the help of the
 14 parliamentarian.
 15 Q. Does he have authority to make
 16 day-to-day decisions of hiring and firing people?
 17 A. Not really.
 18 Q. Does he have authority to decide
 19 where money should be spent, he or she?
 20 A. Well, I think they make
 21 recommendations and, you know, for the most part
 22 they try to accommodate that.

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1 So, if you have a, if you are a
 2 president and you have a particular interest, I
 3 think they try to accommodate it.
 4 Q. What kind of --
 5 A. Do you want an example. I mean,
 6 Richard Childress' particular interest is outdoor
 7 hunting pursuits.
 8 So, there was an emphasis on
 9 developing more of the hunting programs, with
 10 respect to particularly youth hunting when he was
 11 around.
 12 I don't know what has happened to
 13 that now but, it was a good program. So, that is
 14 his thing.
 15 Q. Uh-huh. And what, other than
 16 electing the officials, what kind of oversight
 17 does the board have over the operations,
 18 day-to-day operations of the NRA?
 19 A. Well, they can, there are certain
 20 reports that are due annually that are presented
 21 to the board.
 22 I mean, they get, and particularly

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1 in the executive session in the finance
 2 committee, they get a lot of information, they
 3 can ask questions.
 4 The legal committee has some role
 5 and some funding for selecting individual cases.
 6 So we might want to pursue to protect if a nun
 7 gets arrested for carrying a gun in downtown
 8 Philadelphia, they can opt to fund that case.
 9 Q. The legal committee of the board can
 10 make that decision?
 11 A. Yes, they have funding for certain
 12 things. There is a civil rights foundation that
 13 is run by the board and they make, allocate
 14 funding for different cases around the country.
 15 Q. What are the responsibilities of the
 16 audit committee of the board?
 17 A. Well under New York law they are
 18 required to do certain things.
 19 But they, like whistle blower
 20 complaints automatically go to the audit
 21 committee.
 22 It is not that different from any

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1 private sector audit committee. They become the
 2 place where confidential matters go.
 3 Q. Are there any types of contracts
 4 that have to actually be approved by the audit
 5 committee of the board?
 6 A. Well large contracts have to be
 7 signed off by the officers, elected and
 8 nonelected.
 9 So, the audit committee would have
 10 to approve contracts that were not properly
 11 executed.
 12 They would be brought in to do an ex
 13 post facto approval. How is that.
 14 Q. What is an ex post facto approval?
 15 A. Well if a contract was initiated
 16 that was out, not properly executed, then me or
 17 Frazer or somebody would take these to the audit
 18 committee and say this was an oversight.
 19 The audit committee would have a
 20 right to reject the contract.
 21 Q. Was it a requirement that if it had
 22 not --

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1 A. Contracts were rejected by the way.
2 So, it is not as if it were a rubber
3 stamp.
4 Q. But are you describing a process by
5 which, if the contract had not been properly
6 authorized by management, then the board would
7 have to do an ex post facto approval?
8 A. The audit committee.
9 Q. The audit committee?
10 A. Yes, when those matters are
11 discovered by accounting, by whistle blowers, by
12 the general counsel's office, by me, whoever
13 finds them, we will take them to the audit
14 committee.
15 Q. I think we will see some examples of
16 that in an audit committee --
17 A. I'm sure we will.
18 Q. If I could ask a few more general
19 questions.
20 As counsel, what information did you
21 have regarding NRA budget?
22 A. Well, I sit in all of the finance

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1 committee meetings, and I sit in the meetings
2 with the RSM, who is the auditor.
3 So, I guess I have as much
4 information as anybody does who is not running it
5 on a daily basis.
6 Q. Do you approve any expenditures?
7 A. No, I don't have any budget approval
8 authority.
9 Q. Do you ever review invoices?
10 A. No. I mean it would be irregular --
11 I mean occasionally, if a
12 whistleblower would bring a particular matter to
13 my attention, I would go review it.
14 But, not on a -- no regular process.
15 Q. How would you describe the NRA's
16 financial condition when you were suspended back
17 in April?
18 MR. COX: Objection to form.
19 BY MR. SCHERTLER:
20 Q. See, form is okay.
21 A. The NRA is, I hate to actually say
22 this, but the NRA is kind of an anomaly on how

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1 they raise money.
2 You know, you spend a ton of money
3 trying to get Trump elected and that puts you in
4 the hole, and if he wins, you go further in a
5 hole because gun rights are no longer a threat.
6 So after any election of a
7 president, the NRA's finances suffer until you
8 get back into an election cycle.
9 So, it is an up or down.
10 So, you would reach your crescendo
11 of financial stability in the fourth year of
12 Democratic administration.
13 And then it is downhill for a couple
14 of years and then a revival will hopefully occur.
15 Q. And that is a regular pattern that
16 you saw?
17 A. Yeah, I mean that is the facts.
18 That is how it works.
19 Q. All right. I'm going to show you
20 some specific documents and walk you through
21 these. Exhibit Number 2.
22 (Hart Exhibit Number 2

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1 marked for identification.)
2 BY MR. SCHERTLER:
3 Q. What I might do is take yours and
4 put these. Because she is going to get them
5 later. So she will have to copy and those are
6 copies for you.
7 A. Great.
8 Q. I think that there is a
9 nondisclosure order that you are probably aware
10 of?
11 But, aside from that I have no
12 problems with that.
13 A. Sure.
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

15 Q. And so let me ask you to take a look
16 at Exhibit 3.
17 (Hart Exhibit Number 3
18 marked for identification.)
19 THE WITNESS: Which pile is mine.
20 BY MR. SCHERTLER:
21 Q. This is yours right here.
22 A. Yes.

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1 Q. So, you may have given us a prelude
2 to this?
3 A. Well, there is your two NRA insiders
4 in the Peter Stone article. Peter Stone is like,
5 the truth is just a passing fancy for him.
6 Q. Who is Peter Stone?
7 A. He is an independent writer. He was
8 writing for McClatchy. I quit talking to him
9 long ago. So I don't know if he is still
10 employed there or not.
11 Q. And Andrew, I think it is Andrew
12 McKenna sends an e-mail to you with Peter Stone's
13 article, saying Peter is gloating.
14 A. Well, he got Wyden to press ahead on
15 this investigation.
16 Q. What investigation?
17 A. That the NRA received millions of
18 dollars from Russia.
19 You guys, stop me on this one if you
20 want.
21 That is one of those instances where
22 we called in a forensic expert.

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1 Because we needed to know. I mean,
2 we didn't, in our, at the highest level including
3 Wayne, there was no known involvement in Russia.
4 But, when we read these stories, we
5 better go be able to defend ourselves.
6 Q. Is that when you brought in Elaine
7 Lammert?
8 A. Yes, she worked for Frazer, not for
9 me.
10 Q. Okay. She reported to Frazer?
11 A. Right.
12 Q. And she was a former high level FBI
13 employee, correct?
14 A. Right.
15 Q. So, your response and in this
16 response you sent it to Andrew Arulanandam, Josh
17 Powell, John Frazer, David Lehman and Chris Cox.
18 cc: to Tony Makris.
19 And you do indicate that "Please
20 note that Peter continues to report his sources
21 are two NRA insiders.
22 "If you have any thoughts on whom

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1 that might be, please let me know."
2 Did you ever find out who the two
3 NRA insiders were?
4 A. No, I mean there were wild
5 allegations that were coming out of Chris Cox's
6 shop, but it was never proven.
7 Best of your recollection I never
8 saw Elaine Lammert's report, ever, so, I can't
9 speak to that.
10 Q. Too bad.
11 When you say wild reports about it
12 coming out of Chris Cox' shop, what do you mean?
13 A. Well, there is always the paranoia
14 of is Chris trying to take over.
15 So, some of Chris's people did have
16 sort of flapping lips.
17 You know, they talked too much.
18 Q. And I apologize, what was the
19 paranoia about Chris Cox trying to take over?
20 A. Well, there's always the paranoia, I
21 mean I could be one of those people.
22 Because, if Chris Cox took over, I

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1 would be fired in 20 minutes.
2 So, but, you know, for me it was
3 just an assumption.
4 MR. BERKE: Did you say you needed a
5 break at 11:15.
6 THE WITNESS: Yes.
7 MR. SCHERTLER: It is 11:15.
8 THE WITNESS: Thank you.
9 (Recess taken -- 11:15 a.m.)
10 (After recess -- 11:32 a.m.)
11 BY MR. SCHERTLER:
12 Q. Do you know why McKenna hired Josh
13 Powell's wife?
14 A. She is a very talented financial
15 person.
16 I mean, I don't know what all she
17 worked on, but she definitely was a participant
18 in the, you know, what I called the modernization
19 project.
20 This is a Lexington and Concord
21 project.
22 McKenna also has a contract with

Page 90

1 Tyler Schropp and Advancement to do fund-raising.
2 He is sort of a concierge to
3 billionaires.
4 Q. Tyler Schropp?
5 A. No, McKenna. And Tyler runs major
6 donor programs. He is like a concierge to rich
7 people as well.
8 So, the two of them are in the same
9 world trying to, you know, get major donations.
10 And, one of the possible funders of
11 Lexington and Concord operation that would expand
12 to be an insurance company in our for-profit
13 would, that was a client of McKenna.
14 So, we were working on a format for
15 the Lexington Concord thing that would attract
16 capital, because we need it. I'm not going to
17 state how much, but -- there.
18 Q. You needed capital for what?
19 A. For the Lexington and Concord.
20 Q. For that project?
21 A. Yes, because we were going to try
22 to -- this relates to the future of Carry Guard.

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1 How are we going to market Carry Guard.
2 I they we discovered in our dealings
3 with the New York Department of Financial
4 Services and with Lockton that we needed to have
5 our own captured underwriter.
6 Q. What was Carry Guard?
7 A. The insurance program that was meant
8 to insure people who had concealed carry licenses
9 and were involved with a shooting incident.
10 Murder insurance is what it was called by New
11 York.
12 Q. And was that run through Lockton
13 Insurance Company?
14 A. Well, Lockton is the subject matter
15 expert and distributes a great deal of the NRA
16 products.
17 You know, there is life insurance,
18 you know, there is, so they are the subject
19 matter expert and Carry Guard was a new program.
20 And in fairness to them they
21 administered it the way they did all of the
22 other, you know, (c)(4) business.

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1 But, unfortunately we are the NRA
2 and New York didn't like it.
3 Even though the format was the same
4 as Lockton used for the New York Bar Association.
5 That will tell you something.
6 Q. What did the New York State
7 regulatory authorities do with respect to the
8 Carry Guard insurance program?
9 MR. COX: Objection to form.
10 THE WITNESS: Well, they essentially
11 shut it down. And other blue states began to
12 follow. That is, of course, how we got the
13 Brewer Firm involved in this, because we
14 needed some help in New York with that
15 investigation.
16 BY MR. SCHERTLER:
17 Q. With the, with which investigation?
18 A. The New York DFS, the Department of
19 Financial Services, yes.
20 Q. Into Carry Guard?
21 A. Yes.
22 Q. Then what initiated the litigation

1 between the NRA and Lockton?
2 MR. COX: I will object to the
3 extent that it impinges on privileged
4 communications or communications that you
5 would have had with outside counsel regarding
6 the Lockton lawsuit.

7 BY MR. SCHERTLER:

8 Q. Let me ask this --

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17 Q. Okay. The, let me show you
18 Exhibit 5, please. We can do away with that.
19 (Hart Exhibit Number 5
20 marked for identification.)
21 BY MR. SCHERTLER:
22 Q. And feel free to take a look through

Page 101

1 this.
2 I think I can represent to you that
3 this is the contract, employment agreement
4 between Oliver North and Ackerman McQueen.
5 It seems to have an effective date
6 of May 15th of 2018.
7 A. Well, that would have been at the
8 close of the annual meeting in Dallas, I guess.
9 Q. So let me just, I hate to regress
10 and go back.
11 But, this concern that we have been
12 talking about of leaks from the NRA board, did
13 that continue up through the time that you were
14 suspended in April of 2019, those issues about
15 leaks?
16 A. I mean it still exists, so ...
17 Q. So, it was a constant?
18 A. Though, I would argue to you that it
19 is better because a number of the board members
20 who resigned were the people that I would be most
21 concerned about.
22 Q. And when you say resigned, you mean

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1 resigned --
2 A. From the board.
3 Q. Over what time period and for what
4 reason, if you know?
5 A. I mean, I consider that privileged,
6 my conversations with those board members.
7 MR. COX: Yes.
8 BY MR. SCHERTLER:
9 Q. I'm sorry, just --
10 MR. COX: If it is based on
11 conversations directly with board members.
12 THE WITNESS: Yeah, I mean they
13 outlined their concerns to me, but I consider
14 that conversation privileged. Am I asserting
15 privilege? I guess so.
16 BY MR. SCHERTLER:
17 Q. Look, that is fine and I respect the
18 privilege.
19 Were these resignations that
20 occurred after the April annual meeting in
21 Indianapolis?
22 A. Yes, and it continued on for a while

Page 103

1 after that. I don't know how many ultimately
2 resigned.
3 Q. So, let me ask you this -- but you
4 were suspended in April 22nd of 2019.
5 A. Uh-huh.
6 Q. Are you talking about board members
7 that resigned after your suspension?
8 A. Yes.
9 Q. So, at that point you had no
10 attorney/client relationship with those board
11 members.
12 A. Well, these conversations took place
13 with these people before April 22nd.
14 I mean the people were asking, you
15 know, about their fiduciary obligations before
16 April 22nd.
17 Q. Could I refer to you any
18 conversations you might have had with those board
19 members after April 22nd?
20 MR. COX: I would think during the
21 time that he was suspended until the time the
22 termination occurs, or the resignation.

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1 BY MR. SCHERTLER:
2 Q. Here is what I will alert you to,
3 because I have this as an exhibit.
4 But, on April 22nd Mr. LaPierre sent
5 a letter to Mr. Hart. And he suspended and
6 terminated the attorney/client relationship and
7 asked for all of the materials back.
8 So, I can show it to you if you
9 would like.
10 MR. MCKENNEY: I have seen the
11 document. I think April 22nd would be the
12 date.
13 MR. SCHERTLER: As of the end of the
14 attorney/client relationship?
15 MR. MCKENNEY: Correct.
16 MR. COX: Just to be clear, Dave, I
17 think the privilege survives after the
18 termination.
19 But, if you want to explore
20 conversations he had post termination, I'm
21 not instructing him not to answer on those.
22 BY MR. SCHERTLER:

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1 Q. That is exactly --
2 I agree that any conversations that
3 occurred before would survive any termination.
4 What conversations did you have
5 after the attorney/client relationship was
6 formally terminated by Mr. LaPierre on April 22nd
7 with board members?
8 A. Well some board members would call
9 me and ask me what was going on, I was instructed
10 by Wayne not to have conversations with them.
11 You can't just hang up on them.
12 And mostly, I encouraged them to
13 stay if they would.
14 Q. Did they give you reasons as to why
15 they were thinking of resigning?
16 A. You know, out of the, remember I
17 didn't go to the April meeting. But out of that
18 meeting some of the board members expressed
19 concern about their fiduciary obligations.
20 Q. What fiduciary obligations?
21 A. Their duty to ask questions about
22 what was happening on the litigation strategy and

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1 litigation outcomes.
2 Q. And what concerns did they have
3 about that?
4 A. Well there was all sorts of Press
5 reports on stuff.
6 I don't know when that came out to
7 be honest.
8 Elliot and I talked about it. I
9 don't know when that information was actually
10 became public.
11 But, it is obviously going to
12 stimulate questions.
13 Q. If they had questions and concerns,
14 why not just ask the questions and concerns as
15 opposed to just resigning?
16 A. That is what I said. That was my
17 advice exactly. You protect yourself if you just
18 ask the questions under New York law.
19 Q. Well were you aware that Lieutenant
20 Colonel North, before he ended his term as
21 president of the NRA had asked for the creation
22 of a special committee, crisis committee to

Page 107

1 investigate those, the types of things that you
2 had referred to?
3 A. Well the committee was designed to
4 look into all sorts of things.
5 I don't know what his final, I
6 didn't draft that document. So, I don't know
7 what his final document looked like, so I don't
8 know what was actually presented.
9 And I wasn't in there as you know.
10 Q. And you think the creation of that
11 kind of committee was a good idea?
12 A. Oh, yes, for sure. I think it would
13 have protected Wayne. He needed to have some
14 board buy-in.
15 Q. Why didn't it happen?
16 MR. COX: Objection to form.
17 THE WITNESS: Wayne objected to it.
18 BY MR. SCHERTLER:
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 BY MR. SCHERTLER:
18 Q. How do you know Mr. Brewer objected
19 to it?
20 A. I don't actually remember. We
21 worked on several matters over the years. I
22 don't remember what the first one was to be

Page 109

1 honest.
2 I mean we worked on the Wiley
3 Brothers, we worked on NYU, I think there was
4 something else in there, but I can't remember
5 what it was.
6 BY MR. SCHERTLER:
7 Q. So, you had a history with
8 Mr. Brewer prior to when he was retained by the
9 NRA?
10 A. Uh-huh. I mean I recommended he be
11 hired, so ...
12 Q. But, how do you know Mr. Brewer
13 opposed the creation of a special committee to
14 investigate financial issues that had arisen in
15 April?
16 MR. COX: You can, if it is based on
17 a conversation that you had with Mr. Brewer
18 you can't reveal the substance.
19 Is that the basis of your
20 understanding?
21 BY MR. SCHERTLER:
22 Q. I guess, let me just try to break it

Page 110

1 down?
2 Was it based on a conversation that
3 you had with Mr. Brewer?
4 A. No, more with Ollie, I would say.
5 But, I think that is also
6 confidential.
7 Q. So, it is based on conversation that
8 you had with Colonel North?
9 A. Yes.
10 Q. Did you ever have a conversation
11 with Mr. Brewer about it?
12 A. I mean he quit talking to me at some
13 point in time. But we certainly discussed his
14 billings, yes.
15 Q. When did he quit talking to you?
16 A. I don't know. February or March of
17 2018.
18 Q. Why? I'm sorry, 2018 or 2019?
19 A. 2019, sorry. 2019 he wasn't even
20 around.
21 Q. Why did he stop?
22 MR. COX: Objection to form.

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1 THE WITNESS: I think he felt like I
2 was challenging his billing practices.
3 BY MR. SCHERTLER:
4 Q. And that caused him to stop
5 communicating with you at all?
6 A. Pretty much.
7 MR. COX: Objection to form.
8 THE WITNESS: Pretty much, yes.
9 BY MR. SCHERTLER:
10 Q. Did you ever have a discussion with
11 him about his billing practices?
12 A. Well, I mean indirectly.
13 MR. COX: I think it is yes or no.
14 Just not the substance of the communication.
15 THE WITNESS: I would have to say
16 yes then.
17 BY MR. SCHERTLER:
18 Q. Was he upset by it?
19 A. I don't know. You would have to ask
20 him.
21 Q. So, the last --
22 A. I'm not sure Bill gets upset. He

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1 just goes forward.
2 Q. I'm sorry?
3 A. He just goes forward. I don't think
4 he gets upset.
5 Q. Was that a tenable relationship for
6 you as counsel to the board -- so at that time,
7 let's say the last few months when you weren't
8 communicating with Mr. Brewer, you were still
9 counsel to the board and to NRA management,
10 correct?
11 A. Yes.
12 Q. And Mr. Brewer at that time was
13 conducting, was involved in a number of major
14 projects or litigation on behalf of the NRA,
15 correct?
16 A. Correct.
17 Q. How did it work when you couldn't
18 communicate with an attorney that is doing a
19 substantial amount of work for the claim?
20 MR. COX: Objection to form.
21 THE WITNESS: Well, I continued to
22 talk to some of the others. Sarah and

Page 113

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 MR. COX: Objection.
8 BY MR. SCHERTLER:
9 Q. So, let me go back to the Oliver
10 North contract, if you don't mind.
11 Maybe I could just ask you an
12 open-ended question.
13 How did it come -- from what you
14 know?
15 A. Can I just consult with Elliot here
16 for a second.
17 MR. SCHERTLER: Yes, and if you
18 would like to --
19 MR. BERKE: Go off the record
20 quickly.
21 (Recess taken -- 11:52 a.m.)
22 (After recess -- 11:54 a.m.)

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1 MR. BERKE: So, there was a point in
2 time when Mr. Hart's work for the NRA
3 changed.
4 And he can certainly speak to how
5 that was effectuated, but I leave it to you
6 as to raise any objections as to how that
7 happened.
8 MR. COX: His work changed?
9 MR. BERKE: In other words, he would
10 work on certain matters and then he would
11 not.
12 MR. COX: Okay.
13 MR. BERKE: Okay. So I'm going to
14 leave it to you to object. Otherwise he is
15 going to answer what I presume will be
16 Mr. Schertler's next question.
17 MR. SCHERTLER: Oh, good, we can see
18 how good you are.
19 MR. COX: Why don't we see what the
20 next question is.
21 BY MR. SCHERTLER:
22 Q. Did there come a time that the work

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1 that you were doing with the NRA changed?
2 MR. MCKENNEY: Where did that come
3 from?
4 THE WITNESS: Sometime in February.
5 BY MR. SCHERTLER:
6 Q. And how did it change?
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

[REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1 So, who approached Lieutenant
2 Colonel North about the possibility of taking
3 over as president?
4 A. I was informed by Wayne that we were
5 going to try to do this.
6 We were in Dallas and everybody was
7 there and so we convened a meeting at Ackerman
8 McQueen's office in Dallas, and I came over. I
9 mean I knew it was happening but I was, there
10 were some issues involving the contract that
11 couldn't be resolved at that time.
12 And that is why we ended up with
13 Carolyn as the short term, interim appointment.
14 Q. Could you tell me, so this meeting
15 that took place in Dallas, approximately when, do
16 you have a recollection?
17 A. It was the same day we had our
18 corporate lunch, whatever day that is, usually on
19 Thursday, but we have the corporate donors, there
20 is a big VIP corporate luncheon, so, I was
21 actually at that luncheon when I was called and
22 told to relocate myself to Ackerman McQueen.

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1 So, whatever day that was.
2 Q. I was thinking maybe more month,
3 year?
4 A. Well that was Dallas board meeting,
5 and I think Thursday is usually the corporate
6 luncheon. I should know.
7 Q. Fair to say this would have been in
8 sometime in 2018?
9 A. Oh, yeah, during that annual meeting
10 in Dallas.
11 Q. And who is at the meeting?
12 A. Wayne, Millie, Ollie.
13 I don't, my recollection is Brendan
14 Sullivan was out of town and not there.
15 I was there. Angus was there.
16 There were a whole bunch of Ackerman
17 people floating around. But I can't remember
18 which ones were in the meeting, which ones were,
19 we would break and go outside, there would be a
20 mob of them outside.
21 I imagine Melanie stayed in the
22 meeting, but I can't really recall.

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1 Q. Can you tell us what you do recall
2 about the conversation related to Oliver North
3 taking over as president of the NRA?
4 A. Well, it was sort of a forgone
5 conclusion that we had a strategy.
6 At that time we hadn't reported to
7 the nominating committee which is going to take
8 the nomination to the board meeting on Monday.
9 So, this is Thursday, we have a few
10 days to rally support.
11 So, and, again, the decision was
12 made just to elevate. Pete steps down, Carolyn
13 jumps over Richard, because Richard also had
14 issues about being elevated because he had lost a
15 sponsor for one of his cars over his NRA
16 affiliation, so he was getting a little bit
17 jumpy, too. So we came up with this short term
18 solution.
19 And the issues, the big issues that
20 couldn't be resolved were the indemnity question,
21 didn't I already say that.
22 Q. You said something about it. But I

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1 think you said something more about the --
2 So, at that point is it, were you
3 aware of the fact that Oliver North had a
4 contract with Fox News?
5 A. Oh, yeah, sure, and that was my
6 problem with the indemnity question, by elevating
7 Ollie to president, he was going to be in
8 violation of his Fox contract.
9 And Ackerman wanted indemnity for
10 any penalty that Fox might seek.
11 And I didn't --
12 Q. Why would Ackerman need --
13 A. Because they were hiring him as part
14 of the deal.
15 Q. So, explain that to me.
16 A. They would have sued the NRA --
17 Q. So, walk me back a little bit, I
18 guess, because?
19 A. This is for her benefit, we are
20 walking back.
21 Q. So, I think, what we have
22 established thus far is the following:

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1 First of all, there was an effort to
2 get Oliver North to take over as president of the
3 NRA, correct? You have to say yes or no.
4 A. Yes.
5 Q. At that point, Oliver North was
6 employed by Fox News, correct?
7 A. Correct, not by the NRA or Ackerman.
8 Q. Do you know what kind of contract,
9 do you know what kind of pay he got from Fox
10 News, was it substantial?
11 A. Yeah, I'm sure it was in excess of
12 2 million or something, yes.
13 Q. So, when I say walk me back, so what
14 was kind of the understanding of what would
15 happen with his Fox News, if he couldn't keep his
16 Fox News contract when he became president of the
17 NRA, how would he make up that compensation if he
18 would?
19 A. Well, I think he assumed he would be
20 terminated by Fox when he took the presidency.
21 The question would be whether taking
22 it was a violation of the contract with Fox.

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1 Q. But how would he, assuming he takes
2 over and either terminates his contract with Fox
3 or they terminate it with him, how would he, was
4 he interested in continuing to get compensation?
5 A. Yes. I mean no question about it.
6 Q. How would that happen? The NRA
7 doesn't pay the president, correct?
8 A. They could pay the president. They
9 just haven't.
10 Keep in mind I was Charlton Heston's
11 counsel, and he was compensated.
12 Q. He was compensated?
13 A. Through a royalty agreement on
14 selling his likeness on NRA plates. He told me
15 once, I don't know if this is true, that he made
16 more money selling NRA plates than he got off
17 Ben-Hur, which I think is a fascinating line.
18 Q. It is a great movie, though.
19 So, I guess, again, what we don't
20 understand is, or what I don't understand is, so,
21 what was the discussion about? How was the NRA
22 then willing to pay Oliver North?

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1 A. Yeah, yeah. I think that was a
2 given, yes.
3 Q. So, why not just establish a
4 contract between the NRA and Oliver North, where
5 Oliver North gets compensated by salary as
6 president of the NRA?
7 A. Well, we hadn't done, remember the
8 thing with Heston was also done on the side, so
9 it is not compensation.
10 But, you know, there is just a
11 decision made that it would be cleaner and, you
12 know, we were going to have to take -- remember,
13 we have to take that contract to the Audit
14 Committee for approval.
15 So, it is not going to be secret,
16 and it is also going to be reported on the 990.
17 Since you guys are Ackerman
18 McQueen's lawyer, I tried to explain to Angus
19 that this was all going to be reported one way or
20 another because, Ackerman McQueen is actually
21 subject to federal tax laws.
22 So, I mean the 990 was going to

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1 report this one way or another.
2 Q. So, whether I guess what you are
3 saying is whether Oliver North entered into a
4 contract with the NRA or whether he entered into
5 a contract with the Ackerman McQueen, the NRA
6 would have an obligation to report that contract
7 on the 990.
8 A. Yes.
9 Q. And did it?
10 A. Yes.
11 Q. Did Angus McQueen have any problem
12 with that?
13 A. I don't think Angus actually
14 understood that that was going to be a legal
15 requirement.
16 My own view is he didn't want Dan
17 Bongino and Colleen Nuwar and all these other
18 people to understand what was going on with
19 Ollie's compensation.
20 I mean, that is an opinion.
21 Q. So could you give a --
22 A. I don't think -- the nondisclosure

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1 was not based on keeping from it the NRA because
2 it was coming out.
3 It was, I think his concern about
4 what he was going to have to pay his other people
5 who were on NRATV.
6 Q. I see, so, the other contracts that
7 Ackerman McQueen had with its talent, so to speak.
8 A. Correct. And then what is that
9 girl's name, I always forget her name. There is
10 another one?
11 Q. Dana Loesh?
12 A. Dana Loesh, yes. She is a piece of
13 work.
14 Q. We won't go into that.
15 A. Thank you.
16 Q. The -- so, ultimately can you tell
17 us why there was a decision, if there was a
18 decision, if I'm stating this correctly, to have
19 Oliver North enter into a contract with Ackerman
20 McQueen as opposed to just have him enter into a
21 contract directly with the NRA?
22 A. Well, I don't, I mean having

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1 Ackerman McQueen hire him was not subject to
2 board approval.
3 I mean, we would have had to take
4 the Oliver North, just like my contract, we would
5 have to take it and get it signed off on by
6 everybody.
7 Everybody was on board, but we were
8 in a rush because Pete wasn't going to, you know,
9 we were trying to make commitments to Ollie to
10 get him understand we were going to make him
11 whole one way or another.
12 Q. So, what was your understanding of
13 the type of contract that Oliver North would
14 enter into with Ackerman McQueen?
15 MR. COX: Objection to form.
16 BY MR. SCHERTLER:
17 Q. Form, form. You may speak.
18 MR. COX: That is all I'm allowed to
19 object to other than privilege.
20 THE WITNESS: I mean, I would view
21 it as a contract similar to what we had with
22 the other NRATV personalities.

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1 Because he agreed to, you know, do a
2 certain number of shows, you know, and
3 basically agreed he would come on full --
4 Remember, we are in a different
5 situation. Where in the past we had
6 part-time board members like Pete Brownell,
7 trying to run his business. Richard
8 Childress trying to run his business.
9 Suddenly we are we are in an
10 environment because of Newtown, we need kind
11 of a full-time hands on person out there,
12 helping sell the can of Coke.
13 And so it was a much different
14 environment. It wasn't a part-time job for
15 the next few years. And it looks like it is
16 going to be quite a few years, but ...
17 BY MR. SCHERTLER:
18 Q. So what was the discussion about
19 what the terms would be of the contract between
20 North and Ackerman McQueen if you can recall?
21 A. Well, the terms were laid out on a
22 term sheet.

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1 Q. Speaking of?
2 A. You have that.
3 Q. We are going to jump ahead. This is
4 Exhibit 63.
5 A. Are we done with this one?
6 Q. We are done with that one.
7 A. Okay, good.
8 (Hart Exhibit Number 63
9 marked for identification.)
10 THE WITNESS: Yep, this is the term
11 sheet.
12 BY MR. SCHERTLER:
13 Q. Are you familiar with Exhibit 63?
14 A. Yes.
15 Q. Have you seen it before?
16 A. Yes.
17 Q. Did you see it at the time -- so, it
18 seems to be transmitted in a fax message dated
19 April 23, 2018.
20 A. This was handed out at the meeting
21 that we had in Dallas.
22 Not this, I don't remember what date

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1 that was. I don't know if this is the day we met
2 at Ackerman with Ollie or if this is something
3 that they did later --
4 Oh, no, it says we agreed on
5 April 22nd, so, all right.
6 This, I don't know, I mean, Millie
7 would have had this already. I don't know why it
8 was sent.
9 Q. So, let me just, if I could just
10 walk you through it a little bit.
11 So, Exhibit 63 the first page seems
12 to be a fax message to Millie Hallow from Noram
13 Partners.
14 Are you familiar with the fact that
15 Noram Partners is Oliver North?
16 A. No.
17 Q. It says subject deal for NRA and
18 OLN? OLN would be --
19 A. Oliver North, yes.
20 Q. The message says, "Millie, per our
21 conversation, please pass this entire message
22 only to parties we agreed on 22nd April 2018."

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1 Do you see that?
2 A. Yep.
3 Q. Signed by Oliver North.
4 Are these the deal points that were
5 handed out at the meeting on April 22nd?
6 A. I mean, I have a similar thing that
7 was given to me at that meeting. Because this
8 document was typed up at the meeting from
9 handwritten notes that were done in that meeting.
10 I assume mine is identical to this,
11 but how would I know.
12 Q. Where is yours?
13 A. It was an original document that was
14 provided to the NRA.
15 Q. So, the NRA has that document.
16 Who drafted or wrote these notes, do
17 you know?
18 A. Well it was done in a group. I mean
19 it is a group around the table.
20 Q. And could I walk you through it just
21 the second page is, it says Deal Points 22nd
22 April 2018.

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1 A. Okay.
2 Q. It says, "Two Phase Plan, Phase 1,"
3 it says, "ASAP, before annual meeting in Dallas,
4 Texas, 3 May '18.
5 "Phase two," I don't know what NLT
6 means. "NLT 7 September '18 announced new role
7 for OLN."
8 Do you understand what the two phase
9 plan is?
10 MR. DICKIESON: For the record, I
11 think it is fair to say that NLT is not later
12 than.
13 THE WITNESS: Thank you for that. I
14 was like what in the world is that?
15 MR. SCHERTLER: And if okay with all
16 of you can we just go to 12:30 and then we
17 will take a break for lunch.
18 MR. COX: Sure, that is fine.
19 BY MR. SCHERTLER:
20 Q. So, let me take you to the next one.
21 It says Options. Number A it says, "Direct
22 employee of AM or MG." And then in brackets it

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1 has preferred. Do you see that?
2 A. I don't know why he would have
3 preferred Mercury Group. It is just another
4 layer of.
5 Q. Or whether he preferred to be a
6 direct employee.
7 A. Well, my memory of the direct
8 employee thing or consultant is that his wife is
9 very ill and when he is terminated by Fox he is
10 going to lose his health insurance for his wife.
11 So, by being a direct employee, he
12 gets Ackerman's health benefits.
13 Q. So, was it your understanding that
14 Oliver North had a preference to be a direct
15 employee of Ackerman McQueen?
16 A. He probably wouldn't have cared if
17 we paid for his health insurance.
18 I just don't think we knew whether
19 we could get him covered.
20 You tell me how Obamacare works. I
21 think pre-existing conditions, but I don't know
22 what you pay for it.

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1 Q. So, you were at the meeting.
2 Correct?
3 A. Yes.
4 Q. And Mr. LaPierre was at the meeting?
5 A. Correct.
6 Q. Anybody else from the NRA?
7 A. I think Millie was there.
8 Q. Did Mr. LaPierre or did you have any
9 objection to the suggestion that Mr. North would
10 become a direct employee of Ackerman McQueen?
11 A. I don't recall any objection.
12 Q. Was that ever an issue as to Oliver
13 North would not, couldn't be an employee of
14 Ackerman McQueen?
15 A. No, I probably at that time I didn't
16 even realize that, you know, these other people
17 were consultants and not employees.
18 Q. At that time did the NRA --
19 A. I think all of the others are
20 consultants. They are not employees, but, I
21 don't have that knowledge.
22 Q. But, at the time the NRA represented

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1 by you and Mr. LaPierre at the meeting had no
2 objection to Mr. North becoming a direct employee
3 of Ackerman McQueen, correct?
4 A. And just for the record, if I had an
5 objection, nobody would care.
6 Q. But, did you have an objection?
7 A. Well, why would I care? It seems
8 indifferent to me. But, I know it has become a
9 big issue.
10 Q. Well you are a lawyer?
11 A. Right. I understand the health care
12 coverage, but that would be the only ...
13 Q. So, you saw no problem with
14 Mr. North becoming a direct employee of Ackerman
15 McQueen at the time, correct?
16 MR. COX: Objection.
17 THE WITNESS: My problem is the
18 indemnity and I think we were rushing ahead.
19 It was being driven not by -- not by
20 these negotiations, but by Pete Brownell was
21 driving this process, because he was dumping
22 us.

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1 BY MR. SCHERTLER:
2 Q. So, let me break that down a little
3 bit, just to get a clear answer.
4 You, as an attorney, had no
5 objection at this point in time to Oliver North
6 entering into a contract with Ackerman McQueen
7 where he would be a direct employee of Ackerman
8 McQueen?
9 A. I think I just answered that. I
10 didn't know the others weren't direct employees,
11 and I'm not sure whether they are or aren't.
12 Q. Well, would that have made any
13 difference to you?
14 A. No.
15 Q. So, you had no objection?
16 A. No. Well, I think it would affect
17 the affect the pricing because if he has got to
18 go out and buy a really expensive healthcare
19 policy, he is going to want to be made whole.
20 And I don't know if the pension plan
21 was ever an issue or not. I never heard it
22 discussed. But I'm sure there is a pension plan

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1 at Ackerman. I have no idea.
2 Q. I think but what you are saying is
3 if he became a contractor as opposed to a direct
4 employee, it might be more expensive.
5 MR. COX: Objection to form.
6 THE WITNESS: I wouldn't know that.
7 It is possible. I think the real issue is
8 just coverage.
9 BY MR. SCHERTLER:
10 Q. Insurance coverage?
11 A. Right, health insurance for his sick
12 wife. She is very sick.
13 Q. And it is much easier to insure that
14 health insurance coverage, if you are a direct
15 employee, because you can go ...
16 A. You are in a group policy and you
17 would be accepted into the policy.
18 Q. And, that was important to Oliver
19 North?
20 MR. COX: Objection to form.
21 THE WITNESS: I think he loves his
22 wife, yes.

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1 BY MR. SCHERTLER:
2 Q. Okay. And did Mr. LaPierre have any
3 objection at the time to --
4 A. I don't remember any, but, I don't
5 know. I mean, I wouldn't have been focused
6 really on that.
7 Q. And so, I just want to be clear.
8 At the time of this meeting, Wayne
9 LaPierre did not raise any objection to Oliver
10 North becoming a direct employee of Ackerman
11 McQueen?
12 A. Well, he could have raised an
13 objection outside of my hearing. I mean, I, we
14 broke up into numerous meetings and moved around,
15 so, I don't know.
16 Q. As far as you know?
17 A. As far as I know, no.
18 Q. And in fact, what you recited to us
19 is that being a direct employee had some
20 importance to Oliver North because of the health
21 insurance coverage that would come with that,
22 right?

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1 A. That is accurate.
2 Also, I think, since we are, you
3 know, we haven't signed this contract, and aren't
4 going to until we have, until Brendan has
5 negotiated a severance deal with Fox, that is not
6 deadly, you know, and during that time period,
7 you could establish whether or not he could get
8 health coverage, you know, directly.
9 And I'm assuming that he and Brendan
10 did that, but I don't know.
11 Q. So, can I take you down the page to
12 Number 4. Where are it says Compensation.
13 It says, "Option A, Year 1," and
14 then it goes through several years and it appears
15 to give a compensation amount for Year 1, Year 2,
16 and Year 3. Do you see that?
17 A. Yes.
18 Q. And if you relate --
19 A. We went with Option A, and then we
20 actually -- and then he actually took a cut off
21 that later on.
22 Q. But, Option A would be the option

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1 where he was a direct employee?
2 A. I think so, yes. But, I don't --
3 Q. And then Option B, if he had a fee
4 for service contract, would involve higher
5 amounts of compensation.
6 A. Well that is a lot higher. So, I
7 don't, I mean his health insurance wasn't running
8 that much. So, I can't explain Option B.
9 Q. But he took Option A?
10 A. Yes.
11 Q. And, Mr. Hart, if I could just kind
12 of, after so, if you go back to the exhibit that
13 we were just looking at which was the contract
14 itself, Exhibit 5.
15 A. Uh-huh.
16 Q. So, this meeting that we just
17 referred to, where you had the deal points was
18 April, it appeared to be April 22nd of 2018,
19 correct?
20 A. Yes.
21 Q. The contract, Exhibit 5, makes a
22 reference to an effective date of May 15th

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1 of 2018.
2 A. Probably correct, yes.
3 Q. And if you look at the first, it is
4 titled an Employment Agreement. Correct?
5 A. Correct.
6 Q. And if you look at Number 1, it
7 says, "Employment. Effective upon the effective
8 date, the company agrees to employ employee and
9 employee accepts such employment and agrees to
10 perform services for the company for a period and
11 upon other terms and conditions set forth in this
12 agreement."
13 Was it your understanding that this
14 was an employment agreement where Oliver North
15 became an employee of Ackerman McQueen?
16 MR. COX: Objection to form.
17 THE WITNESS: Well, I mean, I didn't
18 see this contract. Because this was
19 negotiated between Ollie and Ackerman.
20 So, I didn't see it for, until
21 sometime later.
22 BY MR. SCHERTLER:

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1 Q. But would that part of it, Mr. North
2 being an employee, comport with the deal points
3 that you had discussed back in April?
4 A. Sure. And I think the May 15th is
5 driven by Brendan Sullivan who by this time has
6 gotten an agreement that Fox isn't going to sue
7 us.
8 Q. Okay. And that is important to --
9 A. That is very important.
10 Q. -- to moving ahead with this
11 agreement?
12 A. Right. I mean, who knows what they
13 could have sued us for.
14 Angus seriously asked for 17 million
15 in indemnity. And I'm like that is not
16 happening.
17 Q. Angus asked for indemnity because he
18 was concerned about Fox suing Ackerman McQueen?
19 A. Yeah, this contract obviously puts
20 him in breach with the Fox contract.
21 Q. But, Brendan Sullivan was able to --
22 A. By the 15th, they wouldn't have

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1 signed this without having it worked out.
2 Q. So, let me just ask you a couple of
3 questions about this before we break for lunch.
4 Under this employment agreement, was
5 it your understanding that Oliver North was
6 getting paid an annual salary from Ackerman
7 McQueen?
8 A. Yes.
9 Q. And do you have any idea what that
10 amount was?
11 A. I knew it was --
12 MR. COX: Objection to form.
13 THE WITNESS: I knew it was slightly
14 over two million.
15 BY MR. SCHERTLER:
16 Q. You said at some point after this he
17 actually reduced his salary.
18 A. Correct.
19 Q. What do you know about that?
20 A. He did it and he never consulted me.
21 He told me after the fact. So, I have no idea.
22 I think he, you know, he is an

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1 honorable guy; he may have decided he wasn't
2 raising enough money out on the stump.
3 I don't know what motivated him.
4 Q. But he unilaterally reduced his
5 salary?
6 A. I believe it was unilateral, yes.
7 Q. And what was your understanding as
8 to whether Ackerman McQueen would be reimbursed
9 by the NRA for the amount of money Ackerman
10 McQueen had to pay Oliver North under this
11 agreement?
12 MR. COX: Objection to form.
13 THE WITNESS: Well, I don't think
14 Ackerman would have entered into this
15 contract unless they knew that these expenses
16 were going to be covered by the NRA.
17 BY MR. SCHERTLER:
18 Q. So, was it your understanding that
19 the expenses for North's contract would be
20 covered by the NRA?
21 A. Absolutely. I mean --
22 Q. And do you know how that process

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1 would work? How the NRA would reimburse Ackerman
2 McQueen for whatever --
3 A. I'm not familiar with how Ackerman
4 bills the NRA or how those payments are actually
5 processed.
6 Q. Okay. So you are not involved in
7 that process?
8 A. No. My assumption is that they
9 would, these NRATV charges would all be
10 accumulated so we would pick up all of the
11 consultants for NRATV and Ollie, and it would be
12 one big number. I don't think --
13 Maybe they list them individually,
14 but I doubt it.
15 Q. And did you, from your knowledge,
16 did the NRA have any kind of contractual
17 agreement with the -- or did the NRA have any
18 contractual agreement with Ackerman McQueen that
19 would require the NRA to reimburse Ackerman
20 McQueen for these expenses in the North contract?
21 MR. COX: Objection to form.
22 THE WITNESS: I mean, the NRA has a

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1 contract with Ackerman that has all sorts of,
2 you know, provisos for reimbursing expenses.
3 This would just be another one. I
4 mean they are reimbursing for all of the
5 others, Dan Bongino and I don't know how it
6 is calculated.
7 And I also don't know, I mean
8 personally I don't know, whether some of
9 these people are doing other things for
10 Ackerman clients.
11 But, I think it is all NRATV. I
12 don't really see Bongino out there talking
13 about the Chickasaw Nation. Maybe he does.
14 BY MR. SCHERTLER:
15 Q. Did anybody at the NRA, as far as
16 you know, have any objection to the NRA
17 reimbursing Ackerman McQueen for the expense of
18 the North contract?
19 MR. COX: Objection to form.
20 THE WITNESS: This has to be taken
21 to audit and approved. I have answered that
22 question.

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1 BY MR. SCHERTLER:
2 Q. Was it?
3 A. If there was an objection, it would
4 be raised in the Audit Committee.
5 And it was approved, and then
6 ultimately it went back to Audit Committee again
7 after I was gone.
8 Q. So -- let me see if I could just
9 take one more exhibit very quickly.
10 This is six. Thanks.
11 (Hart Exhibit Number 6
12 marked for identification.)
13 BY MR. SCHERTLER:
14 Q. And I think you can put those?
15 A. Oh, good, it is shorter.
16 Q. Yes. Short is good. Just for the
17 record, this appears to be a July of 2018 e-mail
18 exchange between you and Melanie Montgomery.
19 A. Uh-huh.
20 Q. Just for the record, who is Melanie
21 Montgomery?
22 A. She is the president or CEO of

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1 Ackerman. I don't know what her exact title is.
2 Q. And can you explain to us what is
3 happening in this e-mail exchange that you have
4 with Ms. Montgomery?
5 A. I'm trying to clarify the provisions
6 of the contract that, because we are going to
7 audit to seek approval.
8 And I think you can tell by that, I
9 ask a question up here, I'm assuming all of these
10 other consultants are paid similarly.
11 They are not going to ever show me
12 their contract with these other people. It is
13 not going to happen.
14 Q. So, in, it seems that, I think that
15 this comes from -- so, the bottom e-mail is sent
16 to you but it doesn't say who it is from.
17 Do you know who would have sent you
18 this e-mail where it says, "Hi, Steve, We are
19 continuing to analyze the situations for the
20 purposes of the Form 990 reporting and disclosure
21 to the Audit Committee."
22 A. I would guess it was Emily Cummins.

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1 But, I don't actually know why. I probably
2 wouldn't have wanted Melanie to know, you know,
3 it was Emily.
4 Q. Okay. Question 3 that is posed to
5 you, it says, "Was North hired as an independent
6 contractor for AckMc or an LLC that owns NRATV,
7 or was he hired as an employee of AckMc."
8 Do you see that?
9 A. Uh-huh.
10 Q. Now at this point in time, in July,
11 would you have been aware of the fact that he had
12 been hired as an employee of AckMc?
13 A. At some point in time I reviewed the
14 contract and was aware.
15 But, I can't tell you.
16 Q. You can't say when you reviewed it?
17 A. No.
18 Q. Who presented the contract to the
19 Audit Committee, can you recall?
20 MR. MCKENNEY: Objection to form.
21 Was there a contract presented?
22 MR. DICKIESON: Let me object. I

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1 mean, are you making objections today, or are
2 you making objections today.
3 MR. MCKENNEY: I just objected.
4 That is fine.
5 THE WITNESS: I can just say, I sort
6 of object myself to questions about what I
7 did in the Audit Committee, I mean that is
8 highly confidential.
9 MR. SCHERTLER: And look I --
10 THE WITNESS: Can I object?
11 BY MR. SCHERTLER:
12 Q. Do you recall if, well, I will take
13 Mr. McKinney's objection at face value.
14 A. Okay.
15 Q. Was the contract presented to the
16 Audit Committee, if you recall?
17 A. A summary of the contract was.
18 Q. And do you know who presented that
19 summary to the Audit Committee?
20 A. Probably Frazer. I mean, I was in
21 there, but I think he made a presentation.
22 Q. So you don't recall making the

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1 presentation?
2 A. No, I might have, but it is like
3 hundreds of these meetings.
4 Q. One more question before I break for
5 lunch.
6 Do you recall whether you were asked
7 to examine the contract before it was presented
8 to the Audit Committee?
9 A. I examined it, yes.
10 Q. Before it was presented to the Audit
11 Committee?
12 A. Yes.
13 Q. Do you recall when, how long it had
14 been?
15 A. I would have to look it up on my
16 calendar. I don't know.
17 MR. SCHERTLER: Is it okay if we
18 take a break at this point.
19 (Recess taken -- 12:30 p.m.)
20 (After recess -- 1:08 p.m.)
21 MR. BERKE: We just have one comment
22 to clarify based on Mr. Hart's answer to the

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1 question as to whether or not he saw Colonel
2 North's contract prior to the Audit Committee
3 meeting. So I turn it over.
4 THE WITNESS: To the best of my
5 recollection, I did, because I felt I needed
6 to see it before it went to the Audit
7 Committee.
8 But, I answered the question saying
9 I need to check the dates. I was shown the
10 contract by Steve Ryan from --
11 MR. SCHERTLER: McDermott Will.
12 THE WITNESS: McDermott Will &
13 Emery.
14 But, I need to check my records to
15 tell you for sure that I saw it before I went
16 into Audit.
17 I intended to, but maybe, it has
18 been raised that perhaps I recall incorrectly.
19 BY MR. SCHERTLER:
20 Q. Okay. So, just if I, so, before we
21 broke for lunch, I think your testimony was that
22 you had a recollection of reviewing or seeing the

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1 Oliver North contract with Ackerman McQueen
2 before the Audit Committee approved it. Is
3 that --
4 A. Yes, I felt like I needed to do that
5 before I went to the Audit Committee, but it was
6 pointed out to me that I need to check the dates.
7 Because it is possible I didn't see it until
8 after. But I think I saw it before.
9 But, I will need to confirm that.
10 Q. Okay. But, so, if you saw it, when
11 you say saw it after, were you then referring to
12 you might have seen it after the Audit
13 Committee --
14 A. Audit Committee.
15 Q. Had approved it?
16 A. Correct.
17 Q. So, if I could just follow up on
18 that --
19 A. Because we weren't providing the
20 contract to the Audit Committee, we were just
21 providing the summary.
22 Q. Correct. And when you say we, who

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1 would that be?
2 A. Frazer and me.
3 Q. And, what is --
4 A. And I think it is possible that, I
5 mean there are so many of these meetings that I
6 think it is possible that Brewer was in there or
7 Sarah, I can't really remember.
8 Q. So, let me ask you this.
9 What would, if you hadn't seen it
10 before the Audit Committee received it and
11 approved it, what would you and Mr. Frazer have
12 been using in order to describe the contract to
13 the Audit Committee?
14 A. The summaries.
15 And again with knowledge that we
16 were -- they were interested in the broad
17 contours of it. The amount being paid is what
18 they were interested in.
19 The employee status or consultant
20 status would have been irrelevant at that time.
21 Q. So nobody raised any questions
22 whether he was an employee or a contractor at

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1 that time?
2 A. We never even knew it was
3 controversial.
4 Q. So, nobody ever saw that as an
5 issue?
6 A. Not then, yes.
7 Q. And would that have included you?
8 A. Yes, I have already answered all of
9 those questions.
10 I mean, except for health care
11 coverage, I didn't see it as relevant.
12 Q. Would that have included Mr. Frazer?
13 MR. COX: Objection.
14 THE WITNESS: You would have to ask
15 him that question.
16 BY MR. SCHERTLER:
17 Q. If it had been an issue, was there
18 anything that would have prevented you or
19 Mr. Frazer from going back to Ackerman McQueen or
20 Colonel North and saying are you an employee or a
21 contractor?
22 MR. COX: Objection to form.

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1 THE WITNESS: I think you need to
2 see this in the context, which is the NRA
3 wanted this contract and we were trying to
4 get it approved so we were doing a positive
5 presentation. And trying to, you know, get
6 through it.
7 BY MR. SCHERTLER:
8 Q. And whether he was an employee or
9 not under the contract, at that time was not an
10 issue for you?
11 A. I don't think that could have been a
12 basis for rejection by the Audit Committee.
13 I mean, we would have argued it
14 wasn't. But it never came up. That I recall.
15 Now that they have pointed it out to
16 me, I may not recall when I saw the contract.
17 Q. But, would you have seen the
18 contract at some point shortly after the Audit
19 Committee, if you didn't see it before?
20 A. I would have to go back and check
21 the date. If it was a meeting with Steve Ryan,
22 then I don't, I have to go back and -- I don't

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1 know the answer to that.
2 Q. Okay. Just, for sake of clarity.
3 A. He is your co-partner. He still
4 represents Ackerman McQueen, so you could ask
5 him.
6 Q. Let me show you Exhibit 8.
7 A. Oh, good.
8 Q. First of all, do you remember when
9 the Audit Committee meeting was?
10 A. I have gone to hundreds of them.
11 Q. So then let me show you Exhibit 7.
12 (Hart Exhibit Number 7
13 marked for identification.)
14 BY MR. SCHERTLER:
15 Q. Take your time?
16 A. I gather you are going to ask me
17 about the Oliver North presentation, yes.
18 Q. Correct. So, for the record this is
19 entitled National Rifle Association of North
20 America Report of the Audit Committee. It says
21 Arlington, Virginia, September 8-9, 2018.
22 A. Right.

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1 Q. If you go to the bottom of the first
2 page it says the Audit Committee met at the
3 Westin Arlington Gateway, Arlington, Virginia,
4 September 6, 2018?
5 A. That would be during the board
6 meeting. All of the D.C. board meetings were
7 held at the Westin in Arlington until recently.
8 Q. Would this describe a separate
9 meeting of the Audit Committee of the board?
10 A. The board meeting kind of goes on
11 for a week. So all of the committees meet there,
12 because that is when all of the people are here.
13 Q. And it does identify among the
14 people present it seems to identify you at the
15 very bottom of the page.
16 A. It says Sarah Rogers, there you go.
17 Q. It says Steve Hart and Sarah Rogers?
18 A. I don't remember Travis being there,
19 that doesn't seem -- well, he could have been in
20 there for a presentation on one piece.
21 Q. On the second page it then goes down
22 to say, "The committee then went into the

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1 executive session at 12:40 p.m. and rose from
2 executive session at 2:33 having adopted the
3 following resolutions."
4 First question for you, would you
5 have been in the executive session?
6 A. Yes.
7 Q. And does this describe, below that,
8 the review of the Oliver North/Ackerman McQueen
9 contract in executive session on September 6th of
10 2018?
11 A. This document will have to stand on
12 its own. I can't discuss what occurred in the
13 executive session.
14 Q. Because of privilege?
15 A. Yes.
16 Q. Well, let me just ask you this.
17 When you look at the Roman Numeral,
18 Number 1 seems to describe Oliver North and
19 what --
20 A. This would be a summary that was
21 vetted by Frazer. I don't do these.
22 It would, by standard rule,

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1 appropriately summarize what happened in there.
2 But Frazer would have written this
3 or somebody, I don't know. Somebody in his
4 office.
5 Q. At the bottom it says, "Resolved
6 that Lieutenant Colonel North's continued
7 participation in the AMC contract during his
8 service on the NRA board and as an NRA officer,
9 is hereby approved and ratified subject to the
10 following provisos."
11 Do you see that?
12 A. Yes.
13 Q. Is it fair to say that this would
14 have been the meeting of the Audit Committee
15 where the Audit Committee did approve and ratify
16 Oliver North's contract with Ackerman McQueen?
17 A. Right. And this would have been the
18 first Audit Committee meeting following the
19 annual meeting where all of this was done, you
20 know, where the contract was signed in May.
21 So, this would have been presented
22 to the Audit Committee at the first available

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1 opportunity of a scheduled meeting.
2 Q. And do you, you are not sure but
3 your recollection is that you were able to read
4 or review the North contract at some point,
5 either --
6 A. I definitely reviewed it and read
7 it, but I can't say that now that I have been
8 corrected by my counsel here, I can't say with
9 certainty that I saw it before this meeting.
10 I think I did, but, I would have to
11 check my records.
12 Q. Well let me just show you Exhibit 8?
13 A. Uh-oh, is this going to be my
14 records? If you have them, why are you asking
15 me?
16 Q. I wasn't going to until you came
17 back and corrected the record.
18 (Hart Exhibit Number 8
19 marked for identification.)
20 THE WITNESS: All right. Yeah, I
21 mean, this is accurate.
22 I mean, they were treating Ollie's

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1 contract as confidential and Ollie was saying
2 he couldn't release it because Ackerman
3 wouldn't let him. And back and forth.
4 And I kept saying this is all a big
5 joke because it is coming out on the 990.
6 But, you know, whatever.
7 This says, "Talk to Mel. They will
8 show it to you here." Which I think refers
9 to his office in Old Towne. That is where
10 their office was. That is not where I
11 reviewed it.
12 I reviewed it at a private condo
13 that I own. So, I don't know, that, so, this
14 doesn't really answer your question. Maybe
15 we just switched locations. But this is not
16 entirely accurate.
17 BY MR. SCHERTLER:
18 Q. Understood. So just tell us what
19 you do recall about where and when you might have
20 reviewed the North contract. To the best of your
21 recollection?
22 A. Well, I went to the condo that I own

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1 in Capitol Hill and use for business purposes and
2 Stephen Ryan came to the contract and I read it
3 there and they wouldn't let me keep a copy.
4 I was reading it for anomalies, and
5 I wouldn't have taken the employee thing as an
6 anomaly.
7 Q. So you were able to read the
8 contract?
9 A. Yes. But before or after the Audit
10 Committee is the question.
11 Q. Understood. But you were able to --
12 A. I read it.
13 Q. And did you have enough time to read
14 the contract?
15 A. Yeah, I sat there forever.
16 Q. Did you, so, you had enough time to
17 read the contract and review it to the extent
18 that you wanted to and needed to?
19 A. Correct. Again, remember, my role
20 as counsel to the board and as liaison for Wayne
21 to the board is to get the contract approved.
22 It is not to object to it.

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1 Q. Right so you didn't see anything in
2 the contract when you reviewed it that you
3 thought was objectionable or problematic?
4 A. No.
5 Q. And you would have recommended that
6 the board approve it?
7 A. I did recommend to the Audit
8 Committee that they approve it or Frazer did. We
9 did it as a group.
10 Q. Understood. Okay. Let me move on.
11 I'm going to show you Exhibit 10.
12 (Hart Exhibit Number 10
13 marked for identification.)
14 THE WITNESS: We are moving forward
15 in time.
16 BY MR. SCHERTLER:
17 Q. We are moving forward in time. The
18 goal is to move forward in time constantly?
19 A. This is only a short period of time
20 after the -- it is interesting my timelines get
21 confusing. Yes.
22 Q. This is also a letter dated

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1 September 25th, 2018. It is addressed to you and
2 it appears to come from Jay Madrid at the Dorsey
3 Firm in Dallas.
4 Do you recall this letter?
5 A. Yeah. On some level. You get a lot
6 of letters like this as counsel to the NRA, so,
7 yeah, nothing special about it.
8 Q. In the first paragraph he says, "I
9 write at our client's request to address various
10 issues raised by a recent e-mail message received
11 from Lisa Supernaugh, managing director,
12 executive operations."
13 A. Oh, so, she is part of GO, you knew
14 that.
15 Q. Well, I didn't connect it, but --
16 A. Yes.
17 Q. I guess my question to you is, what
18 is your understanding of the concerns that are
19 being raised in this letter addressed to you from
20 Mr. Madrid in September of 2018?
21 A. At this point in time, you know,
22 again, we had started this process a ways back,

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1 looking at various budgets.
2 And, the Ackerman budget is huge
3 inside the NRA. I mean, there are others that
4 are within range.
5 But, so, we were trying to reduce
6 costs, expenses. And I think I have already
7 discussed this a little bit. I, you know, after
8 the 2016 election, our funding drops in '17/'18,
9 theoretically we pick up in '19 and be gang
10 busters in '20, right.
11 I don't know what is going on
12 because I'm not on the inside.
13 So, this is, this communication with
14 Ackerman would not have been dissimilar to what
15 other vendors were getting. I don't have them,
16 but I mean ...
17 Q. So, in other words the
18 communications you would have had with other
19 vendors about budget cuts were similar to the
20 communications you were having with Ackerman?
21 A. There were many vendors who
22 expressed surprise and dismay about pending

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1 budget cuts, yes.
2 Q. So the vendors were expressing their
3 dismay with the budget cuts much like Ackerman is
4 in this letter?
5 A. Pretty much, yes.
6 Q. So, the Ackerman letter --
7 A. That is why I say it is not
8 particularly impressive to me.
9 I got a lot of these comments,
10 so ...
11 Q. So, it wasn't unusual?
12 A. Not at all.
13 Q. And --
14 A. It is really long, though.
15 Q. Talk to Jay Madrid about that.
16 A. Yes.
17 Q. So, what was your reaction to this
18 letter?
19 A. Well at some point in time in there,
20 I think the NRA was questioning the value of
21 NRATV.
22 And, the contract with Ackerman had

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1 grown over the years and I think mostly
2 attributable to NRATV costs.
3 Though, some of the expenses, you
4 know, in, that would have occurred in like 2016
5 were bumped up a lot, were related to the
6 election.
7 And, running, you know, America's
8 safest place ads which, you know, everybody
9 loved.
10 So, I mean some of that is just ad
11 placement so the numbers look big if you are not
12 educated as to how.
13 Those things are run at their gross
14 costs because Ackerman is paying the network to
15 run them. Fox, generally.
16 So, just gross numbers would appear
17 in the Ackerman budget.
18 So, if you subtract that out it kind
19 of falls dramatically.
20 But I'm not an expert on NRATV or
21 the value of any of that, so you know ...
22 Q. Were you involved in any of the

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1 discussions related to the concerns about the
2 Ackerman McQueen budget in the fall of 2018?
3 A. Yeah. Because when it, whenever it
4 got controversial, you know, Wayne would call me
5 up and say you need to do something. This is
6 getting controversial, do something.
7 Q. What would he expect you to do?
8 MR. COX: Objection.
9 MR. MCKENNEY: Objection.
10 MR. COX: I think that gets into
11 privileged communications.
12 BY MR. SCHERTLER:
13 Q. So, without getting into privileged
14 communications, would you have communicated with
15 Ackerman McQueen then about these issues?
16 A. Yeah. At some point in time. I
17 would have, you know, like what is the issue
18 here. I mean, because if you are sitting out
19 here like me, and you are not doing it on a daily
20 basis, you don't understand why it is getting so
21 acrimonious necessarily.
22 I mean these budget negotiations

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1 need to be completed, so, and I don't think it is
2 unusual for a vendor to not want to give up
3 revenues.
4 But, you know, they are all, that
5 response is universal. I mean, no vendor ever
6 came to me and said thank you for cutting my
7 budget by a third, you know. Some behave more
8 violently than others.
9 I mean Ackerman was not the worst, I
10 could tell you that for sure.
11 Q. Ackerman was not the worst?
12 A. Yes.
13 Q. Who was the worst?
14 A. I'm not, it is not relevant.
15 Q. Okay. I'll accept that answer.
16 Let me show you 11. It is a really
17 short exhibit.
18 A. When a lawyer says short, it means
19 nothing.
20 MR. MCKENNEY: I was about to say,
21 yeah, some of the best documents are short
22 ones.

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1 (Hart Exhibit Number 11
2 marked for identification.)
3 BY MR. SCHERTLER:
4 Q. So, as you can see this is in
5 chronological order, but it is the following date
6 September 26th and it is an e-mail from you to
7 Anthony Makris. It says, subject is "Call with
8 B. Winkler went fine."
9 And your comment to him is "There is
10 a path forward, but it will be bumpy at times."
11 Could you just explain what you
12 meant by that when you said that to Mr. Makris,
13 if you can recall it.
14 A. Well, again, you guys step in here.
15 Because at this time I was, it was clear that the
16 relationship was not going well and we were
17 trying to figure out --
18 Q. With Ackerman McQueen?
19 A. Yes. And we were trying to figure
20 out how to downgrade the animosity, and I can't
21 remember exactly when all of the Josh Powell
22 allegations came up. But it was colorful.

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1 So, the question was, who are we
2 going to send down to meet with Winkler, and I
3 presume Melanie, to try to walk through this and
4 get a rational budget number.
5 Which, by my recollection they did
6 finally reach an agreement that was not
7 acrimonious and reduced the budget substantially.
8 I mean, inside of the NRA it was
9 treated as a success, that, I know again, I don't
10 have the details anywhere.
11 Q. But you are familiar that later in
12 2018 they came up with a budget reduction for
13 2019 and I think the fourth quarter of 2018?
14 A. Yeah.
15 Q. And that that was acceptable to the
16 NRA?
17 A. At that time, yeah.
18 Q. And it seemed to resolve the, did
19 that resolve --
20 A. The budgeting question. Didn't, you
21 know, at that time we are not addressing the
22 document production.

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1 Q. Correct. But did that resolve the
2 acrimony around the budget question?
3 MR. COX: Objection to form.
4 THE WITNESS: I think so.
5 BY MR. SCHERTLER:
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 So, you also made reference to the
19 document issue.
20 In the fall of 2018, was there any
21 document issue between Ackerman McQueen and the
22 NRA?

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1 A. Not as I recall. I mean it is
2 somewhere underlying that there had to be some
3 questions about the, you know, the value of the
4 NRATV.
5 But, the questions had not been
6 perfected yet, so it was just really more of a
7 gross numbers negotiation.
8 And it was prospective not
9 retroactive. So, the document production is
10 really about retroactive charges, to a large
11 degree.
12 Q. Document production is about looking
13 at past records?
14 A. Past records, yes. So they are kind
15 of separate, you know.
16 Q. Understood. To your recollection
17 when did those document issues arise with
18 Ackerman McQueen?
19 A. You mean the dispute between the
20 Brewer Firm and Ackerman McQueen?
21 Q. Yes.
22 MR. COX: Is your only knowledge

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1 through conversations with outside counsel,
2 Mr. Hart?
3 BY MR. SCHERTLER:
4 Q. I'm just asking when?
5 A. No, no.
6 MR. COX: Okay. If you know when
7 without referencing a privileged
8 conversation.
9 THE WITNESS: I just want you guys
10 to be on your toes here because certainly
11 some of this has got to be privileged.
12 MR. COX: Yes, sir, thank you.
13 THE WITNESS: Towards the late
14 November/December, the document requests
15 encompassing Ackerman and other vendors.
16 So, it was starting to get more
17 hostile generally.
18 MR. DICKIESON: 2018?
19 THE WITNESS: '18, right.
20 MR. SCHERTLER: Give me just a
21 moment.
22 THE WITNESS: Somewhere in there you

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1 guys have e-mails and, you know, where they
2 are complaining about, I'm sure you do, maybe
3 you don't, where the Ackerman people are
4 complaining about Sarah Rogers. Whenever,
5 that was the first signal to me for it really
6 going south.
7 BY MR. SCHERTLER:
8 Q. Do you know what their complaint
9 about Sarah Rogers was?
10 A. Unreasonable requests, you know,
11 wasting our time. Costing us a lot of money, you
12 know, we are audited constantly, you know, an
13 annual review of all of the records by the NRA,
14 Treasurer's Office, so, you know, what's up.
15 Q. And was there true, was there an
16 annual review by the Treasurer's Office of the
17 Ackerman McQueen records?
18 A. Elliot?
19 Q. I'm just asking whether there was
20 a --
21 MR. MCKENNEY: Answer yes or no.
22 MR. COX: Answer yes or no.

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1 MR. BERKE: Answer yes or no.
2 THE WITNESS: Yes.
3 BY MR. SCHERTLER:
4 Q. And in your view was it an adequate
5 review?
6 MR. COX: Objection to form. And to
7 the extent it is based on privileged
8 communications I would caution you.
9 MR. BERKE: Yes.
10 THE WITNESS: I'm going to say I
11 can't answer that because it involves other
12 personnel matters.
13 BY MR. SCHERTLER:
14 Q. Okay. Other personnel matters
15 without getting into it.
16 Would those be personnel matters to
17 the matters that have been reported publicly
18 about Josh Powell?
19 A. No. No. There is not, there is no
20 public report on this. And I just, it is, I
21 think it is, it could harm somebody that is
22 not --

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1 MR. BERKE: It is all privileged.
2 THE WITNESS: Thank you.
3 BY MR. SCHERTLER:
4 Q. I really want to avoid privileged
5 communications and I respect that.
6 If we are talking about document?
7 A. Okay. I became concerned about the
8 adequacy of the review by the NRA Treasurer's
9 Office. That is all I'm going to say.
10 Q. Okay.
11 A. But it did occur, so ...
12 Q. The review occurred by the
13 Treasurer's Office?
14 A. Yes.
15 Q. Okay. Could I show you Exhibit 15?
16 A. If this has got the guy's name in it
17 I'm going to reach across the table.
18 Q. No. I would have mentioned it if I
19 had it.
20 (Hart Exhibit Number 15
21 marked for identification.)
22 THE WITNESS: I can't speak to --

[REDACTED]

15 BY MR. SCHERTLER:
16 Q. So, you testified that you are aware
17 of the fact that Ackerman McQueen had concerns
18 about document review being done by the Brewer
19 Law Firm.
20 A. Yes, you guys have communications
21 from your side expressing that, so you know that
22 is correct, yes.

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1 oh, you know, again, I'm not supposed to
2 speculate.
3 MR. BERKE: Correct.
4 THE WITNESS: So, you are going to
5 have to give me something more than this.
6 BY MR. SCHERTLER:
7 Q. So, this is October 24th an e-mail
8 from you to Tony Makris saying, "Did W back your
9 play?"
10 A. Yeah, I think I know what it is, but
11 I don't want to speculate, so.
12 Q. Well, if you think you know what it
13 is, we will take it as you think, but we
14 understand that that may not be 100 percent sure.
15 A. Is that okay?
16 Q. I think with that caveat?
17 MR. MCKENNEY: With that caveat.
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

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1 Q. Right. And did you have any view of
2 whether those concerns by Ackerman McQueen were
3 reasonable or legitimate?
4 A. Well, well as I noted, I hired Bill
5 because he is very aggressive and there are times
6 when you, being very aggressive is not the right
7 strategy.
8 And this was, you know, at that
9 point in time Wayne still likes Ackerman McQueen.
10 And blowing them up when they have been our
11 public relations expert for 40 years seemed like
12 a bad strategy to me. But ...
13 Q. Are you aware of the relationship
14 between Bill Brewer and the McQueen family?
15 A. Yes.
16 Q. More specifically, that Angus
17 McQueen's daughter is married to Bill Brewer?
18 A. I love how you make such a
19 questioning question. Yeah, I'm aware. I used
20 to harass Angus over it, because I thought it was
21 funny. I wouldn't want my daughter married to
22 Bill Brewer, I can tell you for sure.

1 Q. We will stop that issue right there.
2 Did you ever raise the issue that
3 you believed it was a conflict that Bill Brewer
4 was married to Angus McQueen's daughter?
5 MR. COX: Object.
6 THE WITNESS: I'm going to -- that
7 is privileged.
8 BY MR. SCHERTLER:
9 Q. Did you ever suggest that Bill
10 Brewer ever should recused himself.
11 A. Isn't that the same question?
12 Q. Slightly different.
13 MR. COX: Same objection.
14 MR. DICKIESON: Can we get
15 clarification who is going to be --
16 MR. COX: I mean I'm making
17 objections, I assume.
18 MR. DICKIESON: We represent other
19 parties.
20 MR. COX: I'm making the objections.
21 MR. DICKIESON: I expect Jason to
22 honor that arrangement.

[REDACTED]

1 MR. MCKENNEY: From time to time I
2 may have to enter one if my colleague for
3 whatever reason omits it.
4 MR. DICKIESON: You can kick him
5 under the table.
6 MR. MCKENNEY: No I will just say
7 it.
8 THE WITNESS: If you disagree, let
9 me know.
10 MR. BERKE: Let's keep going.
11 BY MR. SCHERTLER:
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

[REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

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 14 Q. Did you have anything to do with
 15 negotiating the services agreement?
 16 A. No, Woody would have done that.
 17 Q. Woody Phillips?
 18 A. Uh-huh.
 19 Q. So you were not involved?
 20 A. No, if I was involved, it would have
 21 been on this signature sheet because I would have
 22 been in the meeting, you know, with the

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1 Q. This is it appears to be March 30th,
 2 2017, e-mail exchange between you and Bill
 3 Winkler.
 4 First of all who is Bill Winkler for
 5 the record?
 6 A. CFO at Ackerman, I think that is his
 7 title.
 8 Q. Did you interact with him very often?
 9 A. Not a whole lot. I mean, when Woody
 10 would ask me to I would.
 11 Q. And why would Woody be asking you to
 12 interact with Bill Winkler?
 13 A. Cover, probably, so he can say
 14 somebody else dealt with some of this problem.
 15 Q. So, on March 30th, Mr. Winkler
 16 writes to you, "Steve does 10:30 a.m. on Monday
 17 the 24th of April work for you in our offices.
 18 "FYI, I plan to send you the listing
 19 of everything being reviewed by the end of next
 20 week to make sure we are on the same page.
 21 "Right now you will be meeting with
 22 Christy DeGiusti, media controller, Brandon and

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1 nominations committee when these things are
 2 typically signed, because we have all of the
 3 ranking officers there that need to sign the
 4 contracts. We bring in batches of contracts that
 5 need to be approved or signed.
 6 Q. And that is when this would have
 7 presumably obtained the requisite signatures?
 8 A. Yeah, I would have to check the
 9 date. I mean the 30th of April sounds like that
 10 was probably done in the Audit Committee, but
 11 again there are so many of them.
 12 Again they give me a folder and I
 13 get them signed.
 14 Q. I'm going to go back in time. Can I
 15 show you Exhibit 17.
 16 A. I don't want to go back in time. I
 17 want to go forward in time.
 18 Q. March 30th, 2017. That is getting
 19 back there.
 20 (Hart Exhibit Number 17
 21 marked for identification.)
 22 BY MR. SCHERTLER:

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1 me and my guess is that we can cover everything
 2 in under two hours."
 3 Can you tell us what kind of meeting
 4 he is referring to.
 5 A. You know, keep in mind the context
 6 here which is under Wayne's instruction, we are
 7 getting ready to reincorporate, and we know it is
 8 going to take some time to review all of these
 9 vendor contracts and discover the problems that
 10 might exist that need to be self-corrected.
 11 Under New York law if you
 12 self-correct before the investigation you have
 13 some cover, not for all actions, but for, I would
 14 say, most of them.
 15 So, this was a preliminary
 16 discussion between Bill and I to kind of figure
 17 out the parameters of how we are going to move
 18 forward with more of a full scale audit than what
 19 had been conducted by the staffer, who I won't
 20 tell you who it is.
 21 So, I mean that is what this was.
 22 So, I was just, remember I am a CPA,

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1 so I'm starting to accumulate information for how
2 to go forward on a, you know, I will call it an
3 audit. No, no, I wasn't allowed to use the word
4 audit. A review. As a review.
5 Q. And in your interaction as least in
6 March of 2017 with Mr. Winkler, did they, did he,
7 on behalf of Ackerman McQueen, provide you with
8 what you needed to see?
9 A. Yeah on a preliminary basis.
10 I mean, you know, we would have gone
11 back in full scale at some point in time.
12 I mean, I would have wanted a
13 forensic accountant to go in there.
14 Because you were going to have to
15 spend a lot of time in Oklahoma City. Not that I
16 don't like Oklahoma City because my family is
17 from there. But, I would have sent in a, I mean
18 this would have been just been the starting
19 point.
20 And again in context, this is March.
21 Q. Of 2017?
22 A. Of 2017 so everything is fine and

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1 anything I do that, to stimulate acrimony would
2 not be viewed favorably by Wayne at that time.
3 Q. But I guess the question I have for
4 you is at this point in time when you were
5 conducting your review, did Ackerman McQueen --
6 A. Thank you.
7 Q. -- provide with you the information
8 that you requested --
9 A. I got the starting points for, so, I
10 would be able to, you know, direct a forensic
11 accountant to moved forward.
12 Q. And did you direct the forensic
13 accountant to move forward?
14 A. Well, we internally, you start a
15 process where you are trying to build up support
16 for, you know, review of a vendor at that level.
17 I have mentioned that.
18 I mean, under the Alex Reed
19 scenario, we need to start doing this so we are
20 trying to formulate an audit plan.
21 I mean, I have numerous e-mails
22 which you guys will never see talking about how

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1 we need to have a plan to do this so we are
2 consistent across all of our vendors.
3 Q. And just quickly, this is
4 Exhibit 18.
5 (Hart Exhibit Number 18
6 marked for identification.)
7 THE WITNESS: This is all very broad
8 stuff except the Cars For Freedom, which was
9 a, remember the Foundation Media place means
10 it is (c)(3) money and it is not related to
11 an election. And we are not advocating the
12 election or defeat of candidates.
13 So, this is public education
14 spending, right?
15 BY MR. SCHERTLER:
16 Q. Uh-huh.
17 A. And so Ackerman is doing work not
18 just for the (c)(4) but for the Foundation.
19 Cars for Freedom was this goofy
20 thing that was very controversial and I probably
21 asked for that just because it was a, it was
22 controversial at the time and Ackerman was

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1 running separate ads related to Cars For Freedom.
2 And it wasn't really, you know, it was like, that
3 thing you see on TV all of the time, donate your
4 old car to this fine group.
5 And our Cars For Freedom thing
6 wasn't attracting much, many cars.
7 And some of the board members were
8 objecting to the advertising payment, so ...
9 Q. So you were asking him for
10 information about it?
11 A. Right. And I think that program
12 died.
13 Q. But he provided you the information
14 you needed?
15 A. Right.
16 Q. Could I ask you to take a quick look
17 at 19.
18 (Hart Exhibit Number 19
19 marked for identification.)
20 BY MR. SCHERTLER:
21 Q. The question is, was this relating
22 to the same kind of review that you were doing of

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1 Ackerman McQueen back in 2017?
2 A. Give me just one second here. Okay.
3 Q. What are we looking at here?
4 A. Just a summary of their expenditures
5 for pretty much outside advertising, again
6 placing ads.
7 Q. Again, part of your review at that
8 time?
9 A. Yes, we are getting lots of
10 questions about, remember this is '15, '16.
11 So, these numbers are big. So, when
12 the board sees them these look like huge payments
13 to Ackerman when they're -- I was trying to get a
14 handle on how much of this was just a
15 pass-through.
16 Q. When you say a pass-through, what do
17 you mean?
18 A. They are placing the ads, you know,
19 and we are paying for the placement through them.
20 So, this money is not actually going
21 to Ackerman. This is going to the media
22 companies.

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1 Q. It is an expense that Ackerman
2 occurs on behalf of the NRA and then bills the
3 NRA for?
4 A. Correct. They are, conduits is a
5 bad word in this discussion, but that is how
6 media is used. You use an outside firm to place
7 your ads typically and they pay it and then you
8 reimburse them.
9 I mean there is nothing odd about
10 it.
11 Q. So, in just your review in 2017, did
12 you find anything that you thought was concerning
13 or untoward?
14 MR. BERKE: Objection to form.
15 THE WITNESS: I, not that I recall,
16 no. You mean this ad placement stuff.
17 To be honest I was more interested
18 in having the defensive numbers, how big
19 these numbers were, because I think the
20 Ackerman contract looked like it'd blown up
21 quite a bit from 2014 and there are lots of
22 questions being raised.

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1 But the increases are always related
2 to the election year advertising. And we
3 went heavy in 2015.
4 But, America's safest place was very
5 popular and it was probably the best thing
6 that NRA had ever done in terms of reaching
7 out to the general public of who we are.
8 Q. And was that done by Ackerman
9 McQueen?
10 A. The ads, yeah, sure. They got
11 awards for that one.
12 Q. Okay. So, let me move on to --
13 A. By the way, no, Elliot told me not
14 to talk too much.
15 MR. BERKE: Over to you, Dave.
16 BY MR. SCHERTLER:
17 Q. I'm sorry, did you have a "by the
18 way"??
19 MR. BERKE: He is fine.
20 BY MR. SCHERTLER:
21 Q. So, Ackerman did get awards for
22 these advertisements --

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1 A. Do you watch Fox? You couldn't have
2 watched Fox in 2015/2016 without seeing them.
3 You know, we had a Jewish Holocaust
4 survivor up there telling you about how you need
5 to be able to protect yourself from an unruly
6 government.
7 We had a black woman who had been
8 stripped of her rights to own a gun in a public
9 housing project, talking about how she needs to
10 be able to defend herself.
11 So, it was --
12 Q. Successful campaign as far as the
13 NRA was concerned?
14 A. It was good stuff. It made you cry.
15 It was sort of a counter to what you call the
16 Newtown. You know, the NRA are all criminals and
17 bad guys.
18 We are not bad guys, we build houses
19 for wounded veterans, so, there is a bunch of
20 positive stuff out there.
21 Q. Understood. So, I am going to move
22 forward. We -- now getting back to 2018.

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1 A. Oh, gosh.
2 Q. The latter half of 2018.
3 Were you aware of the fact that the
4 Brewer Law Firm conducted an examination of
5 Ackerman McQueen's records in September of 2018?
6 MR. BERKE: I would say you can
7 answer the question yes or no.
8 THE WITNESS: No. I don't think I
9 know that.
10 BY MR. SCHERTLER:
11 Q. Okay. Let me take you to --
12 A. Well I know, I didn't know it then,
13 I know it now, because I realize it happened.
14 Q. How do you know it now?
15 A. The complaints came to me later on
16 that if they had already, they had already been
17 in there and why are they back asking us for more
18 stuff.
19 Q. And those complaints came from
20 Ackerman McQueen?
21 A. Yeah, probably Winkler, or Melanie,
22 or, you know, somebody.

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1 Q. What do you recall them telling you
2 about Brewer coming in earlier?
3 A. Very aggressive, and I think
4 actually, I actually thought maybe I'm wrong that
5 some of the early stuff wasn't acrimonious.
6 But, remember, based on your date,
7 we are moving towards the acrimony.
8 We are trying to renegotiate the
9 2019 contract and acrimonious meetings about the
10 past are not good for negotiating the future.
11 Q. I guess what I'm asking you is are
12 you aware of the fact that Sarah Rogers -- well,
13 let me strike that.
14 Are you aware of the fact that
15 representatives from the Brewer Law Firm came to
16 I believe Ackerman McQueen's accountant in
17 September of 2018 and were able to conduct a
18 review of records that they have requested?
19 A. Yeah, I can tell you I think I'm
20 more aware of it after it happened than before.
21 I mean I'm not going to tell you I
22 wasn't aware it was going to happen, but I wasn't

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1 following it, because at that time it wasn't a
2 big deal.
3 Q. But you were told about it
4 afterwards?
5 A. Maybe before, maybe afterwards, I
6 don't know.
7 Q. Do you recall ever hearing from
8 anybody at the Brewer law firm that the review
9 was inadequate that occurred in September?
10 MR. COX: I'm going to object on the
11 basis of privilege.
12 BY MR. SCHERTLER:
13 Q. Did you ever recall hearing from
14 anybody else that the review that the Brewer law
15 firm had done in September of 2018 was somehow
16 inadequate?
17 A. I mean, I could only -- I mean, who
18 would tell me that.
19 Q. I don't know.
20 A. I mean, who would say it is
21 inadequate, I don't know.
22 MR. BERKE: You can answer the

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1 question yes or no.
2 THE WITNESS: Ask the question
3 again.
4 BY MR. SCHERTLER:
5 Q. So, let me just say, did anybody
6 ever tell you it was inadequate. Without going
7 into --
8 A. No.
9 Q. Okay.
10 A. In hindsight we know it was
11 inadequate, because it went back, so --
12 Q. I'm sorry.
13 A. In hindsight we know it was
14 inadequate because they went back and requested
15 more.
16 Q. So, somebody came back and requested
17 further examination of Ackerman McQueen records;
18 is that fair to say?
19 A. Yes.
20 Q. Okay. Can I show you 20.
21 (Hart Exhibit Number 20
22 marked for identification.)

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1 BY MR. SCHERTLER:
2 Q. And this is an e-mail exchange
3 between you and Anthony --
4 A. He is Tony.
5 Q. Tony Makris.
6 A. Call him Tony, yes. Go ahead, ask
7 me a question.
8 Q. This is in December of 2018. If I
9 go to the bottom, the first e-mail which is
10 always the end, Mr. Makris appears to write to
11 you, "Learned at council it is critically
12 important that we talk before the letter is
13 drafted or sent."
14 To which you respond, "I am not in
15 charge," I believe it is "at that level."
16 A. Uh-huh.
17 Q. And, he responds, "Could have
18 undesirable results if sent by Brewer."
19 A. Yeah, well, at this stage the
20 acrimony between Brewer and Ackerman McQueen is,
21 you know, well established by historical marriage
22 and other factors. So ...

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1 Q. Okay, so, first of all, what was the
2 acrimony by historical marriage. What was that?
3 A. Bill did not like Angus, and Angus
4 did not like Bill.
5 Q. Okay. So, that had been going on
6 for some time?
7 A. I mean I knew about it before I ever
8 hired Brewer.
9 I was aware of it, at the time I
10 hired Brewer for Lockton, there was nothing,
11 there was no involvement by Ackerman. So it
12 wasn't a conflict.
13 Q. What did they do at Christmas family
14 gatherings?
15 A. Did they have them?
16 Q. I will withdraw the question?
17 THE WITNESS: Can I go off the
18 record here just for a second, with all of
19 you guys' permission, because I don't want
20 this to be on the record.
21 MR. SCHERTLER: Sure.
22 (Whereupon, a discussion off the

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1 record took place.)
2 BY MR. SCHERTLER:
3 Q. So, but, so just for the record, you
4 are aware that there was animosity between Angus
5 McQueen and Bill Brewer?
6 A. Yes.
7 Q. And that had been historical as far
8 as you knew?
9 A. Oh, yeah. I knew that long before
10 Bill was involved with the NRA.
11 Q. And was that based on conversations
12 you would have with Mr. Brewer about his family
13 relationship?
14 A. It was more based on the Ackerman
15 McQueen making fun of Angus and Angus just
16 couldn't, you know, Angus had an ability to talk
17 you to death. But you only had to say Bill
18 Brewer and he'd start stuttering and leave the
19 room.
20 So, I found it to be a very good
21 defensive move.
22 Q. At the very top of this e-mail from

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1 December 14th, Tony Makris says, "We promised we
2 would have no dealings with Brewer and Josh."
3 A. Yeah, now, that is an interesting
4 question. I don't know who made that promise.
5 It certainly wasn't me.
6 I don't know where they got that
7 promise.
8 I think they believed they got it.
9 I wasn't in this meeting. I believe they think
10 they got it from Craig Spray and Wayne in some
11 meeting.
12 But, I don't know if that is
13 accurate or not.
14 Q. Do you recall a summit meeting in
15 October of 2018 that involved Craig Spray and --
16 A. Well that was after, I think after
17 Josh was removed and Craig was inserted.
18 Q. But, do you recall that there was a
19 summit meeting in October of 2018 that involved
20 Wayne and Craig Spray, along with representatives
21 of Ackerman McQueen?
22 A. Yes.

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1 Q. And what do you know about that?
2 A. Well that was the budget meeting
3 that we have discussed.
4 Q. Okay. And, let me just show you
5 Exhibit 14. Hold onto that one, would you,
6 Steve. I apologize.
7 (Hart Exhibit Number 14
8 marked for identification.)
9 BY MR. SCHERTLER:
10 Q. Do you have a copy of 14? And would
11 you take a look at that.
12 A. Yeah, I mean this is the outcome of
13 the summit as you call it.
14 Q. So, this is an October 11th e-mail
15 exchange between you and Tony Makris.
16 The, if I could take you to the
17 second page.
18 You say, "Josh is out pending an
19 investigation."
20 Can you tell us what you meant when
21 you told Mr. Makris that?
22 MR. COX: I will caution if it is

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1 based on privileged communications.
2 MR. SCHERTLER: But he is telling a
3 third party.
4 MR. COX: Yeah, but you are asking
5 underlying what he means by that.
6 I mean, he can answer whether he was
7 aware what is in writing here about their
8 investigation.
9 THE WITNESS: Tony is aware there is
10 a problem. And so that is what he is
11 referring to.
12 BY MR. SCHERTLER:
13 Q. Okay. And he responds to you, "Yes,
14 sir, must come from W according to contract."
15 Do you know what he means by that?
16 A. Yeah. I believe the Ackerman
17 contract allegedly reads that these negotiations
18 have to be approved by Wayne.
19 So, you know, the Josh and Brewer
20 team was a violation of the contract. Craig and
21 Wayne is certainly suitable under the contract.
22 Q. I see. So, if you go to the first

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1 page, Tony Makris responds, you asked Tony Makris
2 "Has it begun or can you call me? I am kind of
3 lost on a remote island."
4 To which Makris responds,
5 "45 minutes late, stumbles at first. Moving now,
6 think Craig is coming along. We are cutting with
7 W's input which is the way it should be done."
8 A. It is just a positive report that
9 the negotiations were going well from Tony's
10 perspective, I don't -- is he even in the
11 meeting? I don't know, apparently.
12 Q. And do you believe he is referring
13 to the summit meeting that we were talking about?
14 A. Yeah. I mean you are not going to
15 get many cuts in the fourth quarter when it is
16 October the 11th.
17 As time passes your cuts are going
18 to get smaller and smaller. It is called the
19 clock is running against you.
20 Q. Understood.
21 So, I was just, if you could go to
22 20 once again, I think that it's right in front

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1 of you. I'm done with 14.
2 You, at the very top you, Tony
3 Makris says to you -- first of all, did you have
4 a good relationship with Tony Makris?
5 A. Yeah, we have been working together
6 for 40 years.
7 Q. Would you describe yourselves as
8 friends?
9 A. Oh, yeah. I go to his house in
10 Brays Island and his wife and I are friends, my
11 wife and his wife are friends, yeah.
12 Q. He says --
13 A. You have to remember Tony, I think
14 he went to law school, but he never passed the
15 bar. He was a police officer in, I think,
16 Alabama.
17 So, when he says these things, he is
18 not saying it from a lawyer's perspective. He
19 does not necessarily know.
20 Q. Made by an Alabama police officer?
21 A. Yes.
22 Q. He does say, "We promised we would

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1 have no dealings with Brewer and Josh. Just sign
2 the letter yourself or don't send it."
3 Do you know what letter he is
4 referring to?
5 A. They are talking about inserting
6 Cooper. They want a formal acknowledgment that
7 Cooper is going to run the document search going
8 forward.
9 Q. I see. And you, your e-mail below,
10 "The agreement was conditioned upon Cooper
11 participating.
12 "I have asked if I can take charge
13 temporarily. It is not a viable long term
14 solution."
15 A. Well I'm not going to go run a
16 document search down in Texas. Not going to
17 happen.
18 So, I said I would, to lower
19 temperatures, I would step in there for a while
20 with Wayne's permission while we got Cooper in
21 there.
22 And we did get Cooper in there

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1 briefly.
2 Q. Okay. So, explain what happened
3 when you got Cooper in there?
4 A. He went down and felt like he was
5 being put in a difficult position because he was
6 still being supervised by Brewer. And he felt
7 uncomfortable with the arrangement.
8 Q. What was --
9 A. But, you would need to ask him. I
10 mean ...
11 Q. I see. Understood. What is your
12 understanding of the arrangement as to what
13 Cooper was supposed to do.
14 A. Well, he was going to go in there --
15 MR. COX: I will object to the
16 extent that this is an attorney engagement.
17 If you are having discussions with Mr. Cooper
18 about the scope of what he was going to do, I
19 think that falls within privilege.
20 BY MR. SCHERTLER:
21 Q. I'm not asking you what Mr. Cooper
22 told you, but what was your understanding as to

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1 what he was supposed to do --
2 A. I don't think this answer is bad.
3 It is up to you.
4 Q. Let me put it this way, you
5 obviously had some discussions with Tony Makris
6 about this?
7 A. Yes.
8 Q. What was your explanation to Tony
9 Makris as to what Mr. Cooper would be doing?
10 A. Well, we have pre-approved counsel,
11 you know, so, if you are hiring somebody new,
12 you've got to go through a lot of steps because
13 you've got to make sure these people are second
14 amendment people.
15 So, Cooper is pre-approved and, so,
16 I don't have many choices of people who have done
17 sophisticated, you know, forensic accounting.
18 Q. So, was that what you were indicated
19 to Mr. Makris or, that, Mr. Cooper would be
20 coming in and doing forensic accounting of
21 Ackerman McQueen's records?
22 A. I don't, I mean I don't think this

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1 is a bad answer. I just think that we were just
2 substituting him for Brewer just to lower the
3 angst.
4 Q. And did that happen?
5 A. Yes.
6 Q. And did Cooper go in?
7 A. Yes.
8 Q. To your knowledge, did Cooper review
9 Ackerman McQueen records?
10 A. I don't know how far he got before
11 he quit.
12 Q. And, at some point did he quit?
13 A. Oh, yeah.
14 Q. Why did he quit?
15 MR. COX: At that point I think it
16 gets into privilege.
17 THE WITNESS: Yeah, let's just say
18 he just quit.
19 BY MR. SCHERTLER:
20 Q. So is it your understanding that he
21 didn't complete the review that he was supposed
22 to complete?

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1 MR. MCKENNEY: Same objection.
2 MR. COX: Same objection.
3 BY MR. SCHERTLER:
4 Q. I'm not asking you what they told
5 you?
6 A. I think you want this answer.
7 MR. BERKE: That is not the issue.
8 THE WITNESS: Then I misunderstand
9 the issue, never mind, keep going.
10 BY MR. SCHERTLER:
11 Q. To your knowledge, did Cooper, or
12 representatives from Mr. Cooper's firm, conduct
13 any kind of review of Ackerman McQueen records at
14 the end of 2018?
15 MR. COX: I would say yes or no.
16 You can answer that yes or no.
17 THE WITNESS: Yes, I believe he
18 started it. But, I don't know how far he
19 got. Those are questions for him. He will
20 never answer them, so ...
21 BY MR. SCHERTLER:
22 Q. So, let me show you Exhibit 21.

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1 (Hart Exhibit Number 21
2 marked for identification.)
3 THE WITNESS: How many exhibits are
4 there?
5 BY MR. SCHERTLER:
6 Q. You know, I've got 60 but we are not
7 going to use 60.
8 A. Oh, thank God. Prayer is not
9 allowed on the record.
10 Q. Are you familiar with this letter?
11 A. Yeah, at some level, I mean. I
12 obviously didn't send it.
13 Q. No, you didn't send it. And you are
14 not, it doesn't seem you are cc'd on it?
15 A. I saw it at some point, I don't --
16 somebody gave it to me.
17 Q. Okay.
18 A. Than think Frazer gave it to me.
19 Q. This is December, would he have
20 given it to you around the time that it was sent?
21 A. Yeah.
22 Q. And, what is going on here, if you

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1 can tell us?
2 A. Well --
3 MR. COX: Objection to form.
4 THE WITNESS: Well, we are now at
5 the end of December. Theoretically we have
6 completed our fourth quarter reductions. And
7 we are moving to 2019 with an agreed upon
8 budget.
9 And now we are going back, this is,
10 you know, as I said we have got, the
11 perspective, your summit is about
12 perspective. And this is about retroactive.
13 Now that the negotiations have been
14 successfully completed, Bill is back in there
15 going for additional documentation of prior
16 expenses.
17 I don't know why Sarah sent this
18 rather than him.
19 BY MR. SCHERTLER:
20 Q. Sarah rather than --
21 A. Bill. I guess we were still
22 operating under the assumption that they don't

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1 have to deal with Bill. Who knows.
2 Q. Mr. Cooper was no longer involved at
3 this point in time?
4 A. I don't recall when he terminated
5 himself.
6 Q. And then if I could show you 22. We
7 will try to move through this.
8 (Hart Exhibit Number 22
9 marked for identification.)
10 THE WITNESS: This one I know. This
11 follows, this is a few days after that one.
12 BY MR. SCHERTLER:
13 Q. It is two weeks. But it is a
14 holiday?
15 A. Christmas and New Years. But we got
16 it out on January the 4th.
17 Q. Correct. It is January the 4th,
18 2019 and it is addressed to you?
19 A. Again I want to repeat that during
20 this time period, this is not the only vendor
21 that I am dealing with on these types of matters.
22 So, it is like a -- you know, so, I

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1 know you guys would think I read this letter and
2 think this is like a freaking disaster.
3 But, when you are on the Titanic, it
4 doesn't really matter.
5 Q. So, when, in other words, what you
6 are saying is that when you received this letter
7 from Jay Madrid at Dorsey, related to Ackerman
8 McQueen, you were getting similar letters
9 involving, stating similar concerns and claims?
10 A. Yes, I was getting communications.
11 I think mostly verbal from irate people. And
12 Wayne would send them to me.
13 They would call up and yell at
14 Wayne, and Wayne would say talk to Steve, so ...
15 Q. So, this was rather common at the
16 time?
17 A. Yeah, but, but, since you are an
18 Ackerman lawyer I hate to say it, but these
19 people that work for Ackerman are very verbose.
20 I mean it is like ...
21 Q. It's a long letter.
22 A. How about just calling me and saying

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1 there's a problem.
2 Q. So, the letter begins, Dear
3 Mr. Hart, I write on behalf of Ackerman McQueen,
4 Inc. in response to the letter, Brewer letter
5 from Ms. Rogers dated December 21st, 2018.
6 "AMC's response is necessary to
7 correct mistakes and mis-impressions left by the
8 Brewer letter about our respective rights and
9 obligations on the party's services agreement."
10 So, what --
11 A. I think, I think the, you know, let
12 me give you my own view here.
13 Q. Sure.
14 A. The problem here, they were asking
15 for fair market value analysis and some things
16 here related, essentially, you know, what are you
17 charging your other clients.
18 And there is no way Ackerman was
19 giving that up.
20 That would be, I considered that one
21 is the one that was most troublesome.
22 The backup for out of pocket

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1 expenses of course became the big problem.
2 I mean, who knew then that was going
3 to be the big problem.
4 Q. So let me ask you this.
5 Under the services --
6 A. By the way at that time I wouldn't
7 even have known what that meant.
8 I didn't realize what was there.
9 So ...
10 Q. We will get to that in a little bit,
11 but ...
12 A. I'm sure.
13 Q. Under the services agreement was
14 there any requirement for Ackerman McQueen to
15 tell the NRA or show the NRA what it was doing
16 with other clients?
17 MR. COX: Objection to form.
18 THE WITNESS: I mean, I, who would
19 enter into that contract?
20 BY MR. SCHERTLER:
21 Q. Based on your knowledge of the
22 services agreement?

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1 A. Anybody's -- I mean, what are you
2 are going to tell your client what you are
3 charging your other clients.
4 I mean, within range you are going
5 to lie.
6 But --
7 Q. So you did you feel that Ackerman
8 McQueen had the obligation to provide that kind
9 of information to ...
10 A. I don't think they are going to tell
11 the Brewer people what they are charging --
12 MR. BERKE: Objection to form.
13 THE WITNESS: -- the Chickasaw
14 Nation, no.
15 BY MR. SCHERTLER:
16 Q. It is an unreasonable request in
17 your view?
18 A. It absolutely is.
19 Q. So, if I could take you to
20 Mr. Madrid's letter which is 22.
21 A. Yes.
22 Q. In the second paragraph he says --

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1 A. As you are aware.
 2 Q. "Throughout the last several months,
 3 AMC has shown considerable restraint in dealing
 4 with repeated demands orchestrated by the Brewer
 5 Firm for information that goes far beyond its
 6 contractual obligations and/or was unduly
 7 burdensome and without purpose."
 8 It says, "Despite the breadth and
 9 burden of these demands, AMC has always
 10 cooperated facilitating far reaching document and
 11 work product turnover and the conduct of two
 12 extensive audits."
 13 And then he describes "Audits as a
 14 misnomer, as both the volume and scope of the
 15 information which was sought at least in the five
 16 lawyer Brewer team's undertaking, was more of a
 17 classic fishing expedition than a traditional
 18 audit.
 19 "In stark contrast was the audit
 20 performed by the Cooper Kirk firm representative
 21 which conformed more closely to traditional audit
 22 standards."

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1 Do you see that?
 2 A. Yes, I see it.
 3 Q. Do you agree with it?
 4 MR. COX: Objection to form.
 5 THE WITNESS: I really wouldn't have
 6 personal knowledge of that.
 7 I mean I have no way of knowing
 8 what, I mean, the Cooper people did relative
 9 to the Brewer people.
 10 It should have been the same task.
 11 BY MR. SCHERTLER:
 12 Q. He describes a five lawyer Brewer
 13 team's undertaking.
 14 And he says it is a fishing
 15 expedition, put that aside.
 16 But, were you familiar with that
 17 five lawyers from the Brewer law firm came in to
 18 review Ackerman McQueen records?
 19 A. Yeah, I mean they were going down
 20 there.
 21 I don't suppose I knew there were
 22 five of them, but ...

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1 Q. And then you made reference a little
 2 while ago to the fact that at least for some
 3 period of time Cooper Kirk was supposed to
 4 perform that audit function?
 5 A. Right. And I believe, well, I don't
 6 know what the Brewer people were doing, but the
 7 Cooper Kirk firm had a subcontractor involved who
 8 was a forensic accounting firm.
 9 Q. Do you know the name of that firm?
 10 A. I have it somewhere.
 11 Q. Okay. Okay. Well let me put that
 12 aside and let's try to move forward on this.
 13 So, Exhibit 23.
 14 (Hart Exhibit Number 23
 15 marked for identification.)
 16 Q. If I could, before we get into
 17 Exhibit 23, so, when these letters start going
 18 back and forth, what is your role in the process?
 19 A. Well, I would have viewed my role in
 20 this one the same as with all of the other
 21 vendors, let's try not to shut down the NRA
 22 operations over a litigation strategy, which I

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1 kept saying to everybody, we can't have a
 2 litigation strategy that controls how we are
 3 actually running the NRA.
 4 We have an actual mission here for
 5 our members.
 6 Q. What is a litigation strategy?
 7 A. I mean, I see this all of the time
 8 where lawyers come in and they get inside the CEO
 9 heads and the CEO quits running the company and
 10 starts only worrying about the litigation.
 11 That is when your profits go down,
 12 and, you know --
 13 Q. What litigation?
 14 A. Remember again, I'm dealing with
 15 many vendors on this, and it is starting to
 16 impact our ability to do direct mail and other
 17 things.
 18 Q. When you say litigation strategy,
 19 were you worried about litigation with or against
 20 these vendors?
 21 A. Not specifically. I mean, at this
 22 time, I could have even, I was probably more

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1 worried about what it was going to do about
2 turning our vendors into witnesses against us in
3 the New York AG investigation.
4 I mean, that would have been my
5 major concern, you know. Can't we do this
6 peacefully rather than destroying the
7 organization from inside.
8 Q. In other words, not make enemies of
9 your vendors?
10 A. Yeah, I mean if there are problems
11 there, we want to resolve them quietly. I would.
12 And having done this for many other clients, I
13 always have.
14 But, not on this one.
15 Q. So, if you could take a look at 23
16 then, this is a January 10th, 2019 letter from
17 Mr. Ryan to you.
18 Do you know Steve Ryan?
19 A. Yeah, we discussed him earlier.
20 He's the guy who showed me the, brought me the
21 Ollie contract.
22 Q. North contract.

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1 A. Yeah. At this stage I don't know
2 what his firm's relationship is with Jay Madrid.
3 I couldn't tell you who is in charge.
4 Q. He represents himself as counsel to
5 Ackerman McQueen.
6 A. Correct. I mean that is true. But,
7 I don't know why he is now in the document thing.
8 Q. So, he does seem to be in the
9 document thing based on this letter, correct?
10 A. Looks like it.
11 Q. If I could start just ask you to
12 look at the first sentence of the letter.
13 It says, "Dear Steve, to summarize
14 our recent conversations, and without all of the
15 detail of prior letters, Ackerman McQueen is
16 ready to do the following:"
17 First question for you, is before
18 this letter gets sent on January 10th, do you
19 recall having conversations with Mr. Ryan?
20 A. I have talked with Stephen Ryan
21 several times at the request of John Frazer.
22 And, you know, how many times, I have no idea.

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1 Q. And then he says, "Pursuant to the
2 audit clause of the contract, AMC is ready to
3 have an NRA review team or lawyers from
4 Mr. Cooper's firm, or a forensic team engaged by
5 the NRA or Mr. Cooper's firm, visit our offices
6 in Dallas or Oklahoma City as appropriate and
7 obtain access to all --"
8 A. I mean, this seems pretty repetitive
9 as to what we have been discussing with Jay
10 Madrid.
11 Why Stephen Ryan got back involved
12 in this, I couldn't tell you.
13 Q. What he seems to say is we will make
14 all AMC NRA documents available to you.
15 A. Yeah, as long as we do it through
16 Cooper and/or a forensic team hired by Cooper.
17 Q. So was the objection continuing to
18 be having it done by the Brewer Firm?
19 A. Brewer. And somewhere in there Josh
20 can't be involved, either, but I think by that
21 time Josh was out of it, because they had
22 inserted Craig Spray.

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1 Q. And what was the problem with having
2 an independent auditor or the Cooper law firm
3 come in and do the review of the documents for --
4 A. That is a question for the Cooper
5 firm not me. They can ...
6 Q. Well did you see any problem? Did
7 you believe that this had to be the Brewer Firm
8 that was doing the audit review?
9 Or could it have been a forensic
10 accounting firm?
11 A. Well that is a generic question.
12 There are all sorts of people who can do these
13 things and you want to do it in the least
14 controversial manner.
15 Q. So, in other words that was a viable
16 alternative in your view.
17 MR. COX: Objection, form.
18 THE WITNESS: Yeah, I mean,
19 absolutely.
20 We know there is hostility and
21 somewhere, I don't remember, you know, how
22 these e-mails take place, but somewhere in

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1 there they got really pissed off at Sarah.
2 I don't know what she did. But it
3 was like, because I was sort of counting on
4 her to lead a team and not have the same
5 anxiety that Bill caused.
6 BY MR. SCHERTLER:
7 Q. Well but there had been
8 historical --
9 A. I know, I know, but the timing of it
10 is not in my head.
11 Q. So, at the bottom of the paragraph
12 it says, at the bottom of the page I apologize,
13 "AMC will fully live up to its contractual
14 obligations to the NRA and looks forward to
15 working with the NRA cooperatively in all of
16 these issues."
17 So, what was your reaction to this
18 letter from Mr. Ryan if you can recall?
19 MR. COX: Objection to form.
20 THE WITNESS: I mean, like I said,
21 why would they put him back into this, I have
22 no idea.

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1 I hate to say this, it is sort of
2 blah, blah, blah, nice guy, I have worked him
3 before, he was stating things in here that I
4 generally agree with, but, you know, I, he, I
5 don't know why he was put back into it.
6 The object was to get Cooper
7 involved and we were sort of there on the
8 periphery. We almost got it done.
9 BY MR. SCHERTLER:
10 Q. Okay. So, then let me show you 24.
11 A. And I wish Bill had just stepped
12 aside so we could have gone forward peacefully.
13 (Hart Exhibit Number 24
14 marked for identification.)
15 BY MR. SCHERTLER:
16 Q. And if Mr. Brewer had stepped aside
17 you could have gone forward peacefully?
18 MR. COX: Objection to form.
19 THE WITNESS: I don't know. I mean,
20 I can't speculate. I would have preferred
21 it. I would have preferred the odds of it.
22 But, who knows.

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1 BY MR. SCHERTLER:
2 Q. That would have been your plan?
3 MR. COX: Objection to form.
4 THE WITNESS: That would have been
5 my plan, yes.
6 BY MR. SCHERTLER:
7 Q. January 17th. So, we have just
8 looked at a letter of January 10th, this was an
9 e-mail exchange on January 17th that involves
10 you, Mr. Frazer and Steve Ryan again?
11 A. I doubt I had any contact with Ryan
12 that Frazer wasn't aware of.
13 But, who knows.
14 Q. It appears that the e-mail exchange
15 discussed what was mentioned earlier in
16 Mr. Ryan's January 10th letter that they are
17 talking about an examination, at the very
18 bottom --
19 A. Oh, yeah, this is just a
20 communication where Frazer and I are trying to
21 figure out who the forensic accounting firm is
22 going to be.

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1 And one was identified, and again, I
2 can't remember who it was.
3 Q. Does FRA or Forensic Risk Alliance
4 sound?
5 A. Oh, that is what that was? I saw
6 that on your list of items.
7 Q. Yeah?
8 A. I thought it was maybe the name of
9 What's her name's company, Elaine Lammert. I
10 thought that was her, I didn't recognize it.
11 Q. Okay. Well, let me show you 25. We
12 will try to move through these quickly.
13 (Hart Exhibit Number 25
14 marked for identification.)
15 A. That was a long negotiation for
16 Frazer, so, you know, whatever he wanted to do
17 there was fine with me.
18 BY MR. SCHERTLER:
19 Q. When you say Frazer, what was his
20 responsibility in this negotiation?
21 A. He had to sign a contract with this
22 forensic accountant. And, you know, I assume

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1 Chuck had to approve who they were. You know, I
2 don't know.
3 Q. So, at the --
4 A. I sort of vaguely remember having a
5 conversation with Chuck about whether these
6 people were all right. But, I don't know. I
7 don't know who they are, obviously. You can
8 tell.
9 Q. So, if I could just, you do seem to
10 be at least involved in the, some of these e-mail
11 exchanges.
12 But, if you look at the second page,
13 it seems to be John Frazer to Steve Ryan copies
14 you and it says, "I'm sorry for the delay getting
15 back to you. Further to our below, our forensic
16 team wishes to review the below categories of
17 materials."
18 And then he spends several pages or
19 at least two pages identifying specific documents
20 that they would like to review.
21 A. Yeah. Well, I don't think they like
22 this letter.

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1 Q. Who is that?
2 A. Ackerman.
3 Q. Well, so, on the first page --
4 A. But he is going through Ryan now.
5 Q. He is going through Ryan. And on
6 the first page -- do you know Gina Betz?
7 A. I don't, maybe, but it doesn't ring
8 a bell.
9 Q. Steve Ryan responds to the e-mail by
10 saying, "John, I'm responding to your attached
11 note of yesterday concerning the documents your
12 FRA team wished to review.
13 "AMC is prepared to make these
14 materials available in Oklahoma City next
15 Tuesday, February 5th. If that isn't a
16 convenient date -- "
17 A. Oh, she is the Dorsey and Whitney
18 lawyer out of Dallas.
19 Q. Correct.
20 A. I remember who she is now, okay.
21 Q. So what Mr. Ryan is saying to
22 Mr. Frazer here, if I'm reading it correctly, is

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1 that they will make the materials that have been
2 requested available on Tuesday, February 5th in
3 Oklahoma City?
4 MR. COX: Objection to form.
5 THE WITNESS: It is going good.
6 BY MR. SCHERTLER:
7 Q. It's going good?
8 A. It looks like we worked it out.
9 Yeah, see, that follows John's letter of -- there
10 you go.
11 Q. So, could I show you 26.
12 (Hart Exhibit Number 26
13 marked for identification.)
14 THE WITNESS: Uh-huh. Ongoing leak
15 issues? Oh, oh, yeah, I know what this is
16 about, yes.
17 BY MR. SCHERTLER:
18 Q. Okay.
19 A. So, there were lots of requests for
20 documentation relating to our major donor
21 programs.
22 And, I actually objected to what

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1 Sarah and Bill were requesting because --
2 Q. What were they requesting?
3 A. All of the backup for some of the
4 high dollar donors, you know, maintenance.
5 And, and providing that information
6 on our major donors to the NRA Treasurer's Office
7 would have been a, you know, a security risk is a
8 bad word.
9 But, the risk of those donors,
10 names, you know, we are asking rich people for
11 money.
12 They don't want to be publicly
13 identified with us.
14 So, a lot of this information was
15 kept inside of Ackerman so that it could be kept
16 secret, because that information leaked would
17 have destroyed our major donor program.
18 If only one of them had been leaked,
19 the others would have taken a hike. So that
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

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1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED].
 17 THE WITNESS: I will stop. But they
 18 did the right thing.
 19 BY MR. SCHERTLER:
 20 Q. The right thing is that they
 21 withdrew that request?
 22 A. Now I'm not going to answer.

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1 A. Yeah.
 2 Q. Do you know the result of that
 3 forensic review?
 4 A. Not really.
 5 Q. Do you know whether it was
 6 satisfactory?
 7 A. I don't know. Just -- no?
 8 MR. COX: Yes.
 9 THE WITNESS: You are going to have
 10 to be faster.
 11 MR. BERKE: You could be slower.
 12 THE WITNESS: Well, when I was going
 13 slower you told me to be faster. So which is
 14 it?
 15 MR. BERKE: Slow is fine.
 16 MR. SCHERTLER: Do you mind if we
 17 take a five-minute break.
 18 MR. BERKE: Sure.
 19 (Recess taken -- 2:29 p.m.)
 20 (After recess -- 2:46 p.m.)
 21 (Hart Exhibit Number 27
 22 marked for identification.)

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1 THE WITNESS: Come on Elliot, you
 2 are supposed to hit me when I go off on one
 3 of those.
 4 MR. BERKE: Let's move on.
 5 BY MR. SCHERTLER:
 6 Q. Were you aware that this audit
 7 firm Forensic, FRA, Forensic --
 8 MR. DICKIESON: Risk.
 9 BY MR. SCHERTLER:
 10 Q. -- Risk Alliance had actually spent
 11 nine days reviewing Ackerman McQueen documents
 12 pursuant to these requests?
 13 A. No, I mean I knew they were down
 14 there, but I had no idea what they were doing.
 15 Q. But you were familiar with the
 16 fact --
 17 A. As you know, I didn't even know who
 18 they were, I knew there was some forensic team
 19 down there doing something.
 20 Q. So, you did know that a forensic
 21 team went down to Ackerman and McQueen and
 22 reviewed documents?

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1 BY MR. SCHERTLER:
 2 Q. Okay. I think Exhibit 27,
 3 completes. We were talking about the FRA,
 4 Forensic Risk Alliance, review of Ackerman
 5 McQueen documents.
 6 And Exhibit 27 is a letter dated
 7 February 11th of 2019. From Mr. Ryan to
 8 Mr. Frazer.
 9 And I don't, for some reason I have
 10 a copy that doesn't have a signature on it, but I
 11 guess my question to you is, so back in February
 12 of 2019, what do you recall about the record
 13 review that apparently was being done by Forensic
 14 Risk Alliance, an outside auditing firm, of
 15 Ackerman McQueen's records?
 16 MR. COX: Objection to the extent
 17 you are going -- I will object to form.
 18 But then I would just caution the
 19 witness about any privileged communications
 20 he would have had with Mr. Frazer about the
 21 scope of work to be done by FRA or other
 22 attorneys.

1 THE WITNESS: I mean, I don't
2 actually recall what was going on right here.
3 It is all just a big mess in my
4 head, so ...

5 BY MR. SCHERTLER:
6 Q. So, you have no recollection of how
7 many days Forensic Risk Alliance reviewed
8 Ackerman McQueen documents?

9 A. No.

10 Q. Do you have any recollection of what
11 documents Forensic Risk Alliance reviewed from
12 Ackerman McQueen?

13 A. No.

14 Q. Do you have any recollection whether
15 there were complaints that Ackerman McQueen made
16 to you about this review?

17 A. I don't recall. I mean, probably.
18 But, again, you know, it is piling on, you know.

19 Q. Do you have any reports or
20 information about documents that weren't being
21 provided to Forensic Risk Alliance?

22 A. You mean from my side.

[REDACTED]

12 Q. Then he, Tony says, "How are you
13 doing?" And you respond, "Personally pretty
14 good."

15 And then you say, "Professionally
16 what is happening under Brewer's mind control
17 games will destroy the NRA."

18 A. Fairly accurate.

19 Q. What did you mean by that?

20 A. Well, what I have said already,
21 which is, you need to resolve these things
22 privately. We were -- hindsight will show that

1 Q. Yes.
2 A. No, I don't recall anything. I
3 don't recall anything of that.

[REDACTED]

1 instead of resolving it quietly, we created a
2 road map for the New York AG.
3 I think that is a highly destructive
4 path.

5 Q. And did you have discussions with
6 Mr. Brewer about this?

7 MR. MCKENNEY: Objection, privilege.

8 MR. COX: Objection, privilege.

9 MR. SCHERTLER: I think they believe
10 it is privileged.

11 MR. DICKIESON: It is a yes or no
12 question.

13 BY MR. SCHERTLER:

14 Q. I guess that is, did you have
15 discussions with him about it?

16 A. No.

17 Q. Did you have discussions with
18 Mr. LaPierre about it?

19 MR. COX: Yes or no.

20 THE WITNESS: Yes.

21 BY MR. SCHERTLER:

22 Q. Did you have discussions with John

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1 Frazer about it?
2 A. Yes.
3 Q. At this point in time what was your
4 personal relationship with Mr. LaPierre like?
5 A. I mean, I would, I thought it was
6 still good.
7 But, obviously he signed off on, you
8 know, removing me from the Russia matter.
9 But, you know, it wasn't just me.
10 It was also a senior board member that Bill had
11 decided we were in his way and he was removing
12 us, so ...
13 Q. Who was the senior board member?
14 A. I'm not going to say. That is
15 confidential, because he was also a client
16 separately.
17 Q. Okay. Understood.
18 In, around this time in March of
19 2019, do you recall an issue arising with respect
20 to being able to review Lieutenant Colonel
21 North's contract again?
22 A. Well, somewhere in there, there was

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1 a decision to go back to Audit Committee with the
2 contract again. But I don't know if that was the
3 time.
4 Q. Why was it going back to Audit
5 Committee again, do you know?
6 MR. COX: We will just caution to
7 the extent it involves discussions with
8 attorney/client privileged communications
9 such as Mr. Frazer or others.
10 THE WITNESS: Yeah, I think they got
11 you on that one.
12 BY MR. SCHERTLER:
13 Q. Was there, were you aware of a
14 reason that the contract was going back to the
15 Audit Committee?
16 A. Was I aware? Yes.
17 Q. Had the Audit Committee already
18 approved the contract, correct?
19 A. Correct.
20 Q. Are you able to say what the reason
21 was why the contract had to go before the Audit
22 Committee again?

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1 MR. COX: I believe it calls for
2 privilege, mental impressions as well as
3 privileged communications.
4 So, I would just advise Mr. Hart, if
5 it does, not to answer.
6 BY MR. SCHERTLER:
7 Q. So, I'm just asking you, if you were
8 informed of a reason as to why the Audit
9 Committee would have to review the contract after
10 it had already approved it.
11 MR. MCKENNEY: That wasn't your
12 question.
13 MR. SCHERTLER: Okay. Then I will.
14 MR. COX: Yes or no.
15 THE WITNESS: I can answer this
16 question in a way where it is not harmful.
17 MR. BERKE: It is a question, the
18 question is not harmful. It is a question of
19 whether or not it is privileged. So ...
20 THE WITNESS: Yes.
21 BY MR. SCHERTLER:
22 Q. Did you ever discuss the reason with

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1 anybody from Ackerman McQueen?
2 A. No. I don't think so.
3 Q. Now, fair to say that you had
4 already reviewed, had the opportunity, some time
5 before, to review the contract, correct?
6 A. Yes. But remember somewhere in
7 there Ollie modified it.
8 So I don't know that I ever saw it
9 after a modification.
10 Q. When you say he modified it, do you
11 know how he modified it?
12 A. He reduced his compensation. We
13 have already discussed that.
14 Q. Correct. That is the modification
15 you are referring to?
16 A. Uh-huh.
17 Q. The reduction in compensation?
18 A. Yes.
19 Q. You think that might have been a
20 good thing for the NRA?
21 A. I don't, he did it on his own. You
22 need to ask him that question.

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1 Q. Okay. With respect to this issue
2 that had come up about Lieutenant Colonel North's
3 contract, did you make any effort to try to
4 review it again?
5 A. Well, if I'm correct, the only point
6 of review would have been the modification of his
7 compensation.
8 So, that would just --
9 Q. When you reviewed it the first time,
10 in 2018, had you taken notes?
11 A. No.
12 Q. Did you still have a recollection of
13 what the agreement was like?
14 A. You mean when I reviewed it with
15 Steve Ryan?
16 Q. Yes. So, when we get -- so, when
17 we get to March of 2019, did anybody ask you,
18 hey, you saw it, you reviewed it, what was in it?
19 MR. COX: Objection to form.
20 THE WITNESS: I'm sure Frazer and I
21 talked about it. But, I don't recall.
22 BY MR. SCHERTLER:

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1 Q. And would you have shared any
2 information you recalled about the contract with
3 Mr. Frazer if he asked?
4 MR. COX: Objection to form. Calls
5 for speculation.
6 THE WITNESS: I don't know.
7 Probably. But, who knows.
8 BY MR. SCHERTLER:
9 Q. Did he ask you?
10 MR. COX: You can answer yes or no.
11 THE WITNESS: I don't recall. That
12 is not an answer, but ...
13 MR. BERKE: It is an answer.
14 MR. SCHERTLER: Okay.
15 MR. MCKENNEY: Option 3.
16 BY MR. SCHERTLER:
17 Q. Believe it or not.
18 A. Don't forget to give me Option 3.
19 Q. Okay. So, let me take you to
20 something slightly different. 35.
21 (Hart Exhibit Number 35
22 marked for identification.)

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1 BY MR. SCHERTLER:
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12 BY MR. SCHERTLER:
13 Q. Could I show you Exhibit 37.
14 A. I don't think I can take any more.
15 March 11th.
16 Q. March 11, 2019. This is a March 11,
17 2019, e-mail and in it Tony Makris is e-mailing
18 you what appears to be an e-mail between Steve
19 Ryan, John Frazer and Gina Betz regarding a New
20 York Times, a call from Mr. Hakim of the New York
21 Times.
22 Do you know who Danny Hakim is?

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1 A. I do.
2 Q. Who is he?
3 A. He is one of Brewer's best contacts
4 in the media world.
5 Q. And why do you say that he is one of
6 Mr. Brewer's best contacts in the media world?
7 A. He is the New York Times. I think
8 Brewer works with him on all different sorts of
9 stories, you know. He is a source; Brewer is a
10 source for Hakim regularly and he feels like he
11 can get Hakim to write positive stories from time
12 to time.
13 Q. So, do you know whether Mr. Brewer
14 communicates with Mr. Hakim directly about
15 providing information for stories?
16 MR. COX: Objection to form.
17 THE WITNESS: Well, he is quoted in
18 Hakim's stories. So, I think the answer
19 would be yes. I mean in the New York Times
20 stories he is quoted.
21 So, yes, I think it is safe to say
22 he talks to him.

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1 BY MR. SCHERTLER:
2 Q. And do you understand why Mr. Makris
3 is sending this to you?
4 A. I mean, I don't want to be, like,
5 silly about this.
6 But, he didn't need to. I mean, I
7 am pretty well aware of how Hakim operates.
8 So, maybe it is just about timing;
9 there's going to be another New York Times story,
10 I don't know.
11 Q. They say the existence of the
12 contract between Colonel North and AM was also
13 disclosed in the article?
14 A. I mean, the contract existed. I
15 mean, what does that sentence mean? That he gave
16 the contract to Hakim? It doesn't say that. So,
17 I mean we all know it existed, so ...
18 Q. What authority did Mr. Brewer have
19 to communicate with Hakim?
20 MR. COX: Objection to form.
21 THE WITNESS: My assumption is to
22 get approval. I'm sorry, I have got to slow

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1 down again.
2 He gets approval either from the
3 general counsel or Wayne to speak on behalf
4 of the NRA.
5 BY MR. SCHERTLER:
6 Q. Do you know whether Ackerman McQueen
7 was upset by this article?
8 A. I don't. You know, there has been
9 so many articles, I can't even tell you what this
10 one said. Ultimately, you know.
11 I imagine it wasn't favorable, how
12 is that.
13 Q. Let me show you 39.
14 (Hart Exhibit Number 39
15 marked for identification.)
16 THE WITNESS: Is this going to be
17 the article?
18 BY MR. SCHERTLER:
19 Q. No. We will get the article for you
20 but you don't want to read it.
21 So, 39 again is, it appears to be
22 you forwarding Mr. Makris an e-mail that had been

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1 sent widely by John Frazer.
2 A. He sent it to everybody, yes. I
3 think they released it to the press.
4 Q. And, it seems that Mr. Frazer is
5 forwarding to a number of people a message from
6 Wayne LaPierre regarding a just-released New York
7 Times article on the NRA. Do you see that?
8 A. Yes.
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED].

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[Redacted text]

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1 the very top of the first page, it refers to, you
2 say to Mr. Makris, "Today depending on Bill's
3 changing schedule, Ollie, Wayne, Brewer, his
4 junior partner Sarah, Sullivan and a tribe of
5 other partners from his firm, Cooper and I remain
6 conflicted, Porter and Frazer are not in town."
7 What are you referring to?
8 A. This was a point in time where Ollie
9 was attempting to rein Brewer in a little bit and
10 so he brought Brendan Sullivan with him to get
11 this briefing.
12 It is headed the Madrid letter.
13 I guess that is accurate that, you
14 know, one of the issues is, you know, whether or
15 not what Bill is doing is going to hurt us.
16 And the change in schedule thing is,
17 there is an attempt by Ollie to have this meeting
18 several times and Bill would schedule it and then
19 cancel it, so ...
20 Q. Let me ask you this --
21 A. 20 to 1, it is canceled again.
22 Probably was.

[Redacted text]

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1 Q. When Mr. Brewer was first engaged by
2 the NRA, I think you indicated that he was
3 representing the NRA in a number of litigation
4 issues or legal issues?
5 A. Just the Lockton matter and then it
6 morphed into the first amendment case in New
7 York, you know.
8 Q. And then, did, did there come a time
9 when the Brewer Law Firm began doing public
10 relations work for the NRA if you know?
11 MR. COX: Objection to form.
12 THE WITNESS: I mean, they certainly
13 became more interested in seizing control of
14 the entire messaging under the theory that,
15 you know, litigation strategy was trumping
16 everything and we had to be careful what we
17 said about the second amendment generally,
18 so ...
19 BY MR. SCHERTLER:
20 Q. I think before you said that when
21 you brought in Mr. Cooper you were looking for
22 lawyers that were second amendment friendly.

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1 A. Yes.
2 Q. Did you review Mr. Brewer's firm as
3 second amendment friendly?
4 A. He wasn't hired for that purpose.
5 He was hired in a contract dispute. So that was
6 irrelevant.
7 Q. Okay. Let me show you Exhibit 64.
8 Moving around a little bit.
9 (Hart Exhibit Number 64
10 marked for identification.)
11 THE WITNESS: Two confidential
12 documents. Without reading them, can I
13 suggest they are confidential?
14 MR. SCHERTLER: Well, we have them.
15 This is a document we have used in
16 every single deposition.
17 MR. MCKENNEY: It doesn't have a
18 Bates number on it.
19 MR. BERKE: It does on the next
20 page.
21 MR. SCHERTLER: NRA and this is the
22 cover e-mail from Oliver North, that we got

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1 from Oliver North.
2 MR. MCKENNEY: Why is there an
3 Oliver North page appended to the back.
4 MR. SCHERTLER: I'm sorry?
5 MR. COX: In 212.
6 MR. BERKE: Are these two different
7 documents, it looks like or three different
8 documents, potentially.
9 MR. SCHERTLER: I think what we have
10 tried to do is get the clearest copies.
11 MR. MCKENNEY: We have NRA
12 documents.
13 MR. DICKIESON: I am going to object
14 to making comments.
15 MR. MCKENNEY: I'm just noting that
16 the Oliver North document is, seems to be, if
17 I look at this set of documents, an
18 attachment.
19 MR. SCHERTLER: Okay. So, let me
20 just ask him questions about the documents so
21 I won't necessarily connect them.
22 Let me do this.

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1 BY MR. SCHERTLER:
2 Q. If you look at the second page, this
3 is a letter dated March 22nd of 2019 to William
4 Brewer and it is signed by Oliver North, Richard
5 Childress and Carolyn Meadows.
6 Do you see that?
7 A. Three elected non-compensated
8 officers.
9 Q. Correct. And are you familiar, have
10 you seen this letter before?
11 A. Oh, yeah, sure.
12 Q. At this point, it appears that
13 Mr. -- the three non-compensated officers are
14 asking Mr. Brewer that, to submit first of all a
15 proposed engagement letters to the NRA for each
16 matter that they are handling?
17 Second open --
18 MR. MCKENNEY: I just wanted to
19 object just to the cobbled nature of this
20 document, it comes from three places.
21 MR. SCHERTLER: I'm just asking
22 about the March 22nd letter right now.

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1 MR. MCKENNEY: I just want to get my
2 objection to Exhibit 64.
3 BY MR. SCHERTLER:
4 Q. If I take you to the second page,
5 "Second, the NRA audit committee has been asked
6 to conduct an outside independent review of the
7 fees and expenses that Brewer Attorneys and
8 Counselors --"
9 A. I think that is the next page, why
10 it was attached. This is the request to the
11 Audit Committee.
12 Q. Correct.
13 A. So it was transmitted to Brewer with
14 that.
15 Q. So, what do you know about the
16 efforts of the three non-compensated officers of
17 the NRA to obtain this, the information from
18 Mr. Brewer requested on March 22nd?
19 MR. COX: I will just caution you,
20 Mr. Hart, that if your knowledge comes from
21 attorney/client privileged communications,
22 that we will instruct you not to answer.

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1 THE WITNESS: Well, this --
2 MR. COX: If you have --
3 THE WITNESS: For your background
4 you can decide, this document all came out of
5 a large meeting of board members.
6 And, I mean, I treat them as my
7 clients.
8 MR. COX: Right. So, I would
9 instruct you not to answer.
10 BY MR. SCHERTLER:
11 Q. Okay. So, when you say this
12 document came out of a large meeting of board
13 members, were you present at that meeting?
14 A. Yes.
15 Q. Was Oliver North also present at
16 that meeting?
17 A. Yes.
18 Q. And, was this letter, without going
19 into what happened at the meeting, was this
20 letter the result of the discussions at the
21 meeting?
22 A. This letter is a culmination of

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1 concerns being raised about Brewer's billings.
2 Q. Okay. What did you know about Bill
3 Brewers or the Brewer Law Firm billings at this
4 point in time?
5 A. Well, I mean we had been given a
6 summary of his billings. And they were large.
7 So --
8 Q. Do you recall what the amount was?
9 A. No, not really. I'm not going to
10 speculate.
11 Q. Did you view, did you believe that
12 they were large?
13 A. They were definitely large.
14 Q. Did you have questions about them?
15 A. Yeah, you have to again remember in
16 this context I'm counsel to the board and I think
17 that Brendan Sullivan is advising Ollie to resign
18 because of fiduciary concerns.
19 So, part of my job is to get Ollie
20 comfortable so he doesn't quit.
21 So, I mean, I would have viewed this
22 as defensive mechanism for Ollie and if Wayne had

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1 accepted it, it would have been a lot better
2 world for all of us, but ...
3 Q. What happened to it?
4 A. It was, there was no action on it,
5 ultimately.
6 Q. Can I take you to the second
7 document.
8 A. Uh-oh.
9 Q. Which is OLN00212.
10 A. Oh, it is --
11 Q. It is the last page.
12 A. Okay.
13 Q. It appears to be a March 22nd, 2019,
14 memo to the Audit Committee, from Mr. North,
15 Mr. Childress and Ms. Meadows.
16 It says, "Since March 2018, Brewer
17 Attorneys and Counselors has billed the NRA for
18 substantial fees and expenses and has apparently
19 accrued significant additional fees and expenses
20 which have not yet been billed.
21 "To ensure that the Audit Committee
22 and its members fulfill their fiduciary duties,

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1 and after consultation with board counsel," would
2 that have been consultation with you?
3 A. Yeah.
4 Q. "We have taken steps to ensure
5 proper review of the Brewer Firm's invoices.
6 "The review is consistent with the
7 compliance review conducted by Brewer Attorneys
8 and Counselors over the last year."
9 Was it your view that this was
10 consistent with the review of all vendor charges?
11 A. Well, we were reviewing all large
12 vendors.
13 And he would at that time have been
14 one of our largest, at least second behind
15 Ackerman.
16 Q. He is requesting that, in the third
17 paragraph, "Therefore in accordance with our
18 fiduciary duties, we are requesting that the
19 Audit Committee initiate an outside independent
20 review of Brewer Attorneys and Counselor fees and
21 expenses that the firm has billed the NRA.
22 "In accordance with our fiduciary

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1 duties, we have requested that the outside
2 counsel selected to perform independent review
3 have appropriate expertise to perform such a
4 review. And that the outside counsel be selected
5 in consultation with the president, and the first
6 and second vice president."
7 Was that your advice?
8 MR. COX: I will object on the basis
9 of privilege.
10 THE WITNESS: Thank you.
11 BY MR. SCHERTLER:
12 Q. Did this letter result out of
13 consultation with you by Oliver North and
14 Mr. Childress and Ms. Meadows?
15 MR. BERKE: Hold on.
16 MR. SCHERTLER: I'm not asking of
17 the substance of those conversations.
18 MR. COX: Yes or no.
19 MR. MCKENNEY: Yes or no.
20 THE WITNESS: Yes.
21 BY MR. SCHERTLER:
22 Q. Did you agree or disagree with the

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1 letter?
2 A. That is asking me to state an
3 opinion.
4 MR. COX: I agree.
5 BY MR. SCHERTLER:
6 Q. Okay. So, jumping to another area.
7 Let me ask you to take a look at
8 Exhibit 50.
9 (Hart Exhibit Number 50
10 marked for identification.)
11 THE WITNESS: Uh-oh, she had to go
12 to a different pile. That means we skipped
13 some. Yea.
14 BY MR. SCHERTLER:
15 Q. We did skip a number.
16 A. Uh-huh.
17 Q. So, I will represent to you --
18 A. Is this the first filing or the
19 second filing?
20 Q. This is the first filing, and as you
21 can see from the cover page where it says Deputy
22 Clerk or above it, April 12th of 2019.

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1 Do you see that?
2 A. Yes.
3 Q. Have you read this complaint?
4 A. A long time ago.
5 Q. And for the record, Hart Exhibit 50
6 is the complaint filed on April 12th of 2019.
7 National Rifle Association of America versus
8 Ackerman McQueen, Inc. and Mercury Group, Inc.
9 Were you, you are outside counsel to
10 the NRA board as well as an NRA management,
11 correct?
12 A. Uh-huh.
13 Q. You have to just say yes.
14 A. Yes.
15 Q. And were you consulted about this
16 complaint before it was filed?
17 A. No.
18 Q. Were you told that this complaint
19 was going to be filed?
20 MR. COX: I mean if, can you answer
21 it without being informed by attorney/client
22 privileged communications.

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1 BY MR. SCHERTLER:
2 Q. And I just want a yes or no?
3 A. I had a conversation with Frazer
4 about it, but I don't know if it was before or
5 right after, so ...
6 Q. Okay. How did you learn about this?
7 A. I think from Frazer.
8 Q. And, do you know who within the NRA
9 approved the filing of this lawsuit against
10 Ackerman McQueen and Mercury Group?
11 MR. COX: I would caution if the
12 only way you know that information is from
13 discussions from Mr. Frazer --
14 THE WITNESS: Yeah, that is the only
15 way I know it.
16 MR. COX: -- I would caution you not
17 to answer.
18 BY MR. SCHERTLER:
19 Q. I'm only asking if you know who it
20 was?
21 A. I raised this issue on a SCO call,
22 and that is attended by Frazer as counsel. So I

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1 considered that as privileged.
2 Q. And he told you who approved it
3 within the NRA?
4 A. Yes. But that is privileged. I
5 mean, I think.
6 MR. SCHERTLER: So, I'm not sure,
7 just the information as to who approved it,
8 not anything that you would have been told in
9 terms of information from a client providing
10 for the purpose of you providing advice.
11 Or, you providing advice.
12 This is just the name of the person
13 who told you.
14 I don't think that that information
15 would be privileged because it doesn't go to
16 seeking advice or providing advice?
17 MR. COX: Well, it is communication
18 from Mr. Frazer and we don't know what the
19 context is.
20 MR. SCHERTLER: So, I understand.
21 But not every communication of course is
22 protected by the privilege.

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1 And the only communication, this is
2 very discrete and very isolated is, did he
3 get information about who at the NRA approved
4 this.
5 Not anything that would be related
6 to, should we file the suit, is it a good
7 idea, is it a bad idea?
8 MR. COX: I don't know how it came
9 up, it could have been Mr. Hart saying well
10 who approved this, and what authorization.
11 MR. SCHERTLER: I'm not asking for
12 that. I'm just asking for the name. So, I'm
13 not asking.
14 But, even if you say who approved it
15 that is not really for the purpose of seeking
16 advice.
17 MR. COX: My view is, it is
18 privileged.
19 THE WITNESS: I'm sticking with you
20 guys.
21 BY MR. SCHERTLER:
22 Q. Do you know whether Mr. Frazer was

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1 consulted about this before it was filed?
2 A. I do know, but I'm not going to tell
3 you.
4 Q. So, let me show you Exhibit 51,
5 please.
6 (Hart Exhibit Number 51
7 marked for identification.)
8 BY MR. SCHERTLER:
9 Q. So, Sunday April 14th, two days
10 after this was filed you sent an e-mail to Tony
11 Makris in which you said, "Happy to talk. We
12 need to assume that Ollie, Richard, and Hart are
13 going to be under attack soon.
14 "The situation is now out of control
15 since NRA filed against AM"
16 A. Right. I agree with that. Oh, I
17 wrote it.
18 Q. So, what do you mean by that? First
19 of all, what do you mean when you say, "We need
20 to assume that Ollie, Richard, and Hart are going
21 to be under attack soon"?
22 A. At this stage, you know, I have

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1 pretty much concluded that things are going to
2 get out of control once you sue your public
3 relations firm of 40 years.
4 You know it is not going to go well.
5 And it is going to bring information to light
6 that is going to lead to a New York AG
7 investigation with 100 percent certainty.
8 So, I was pretty unhappy. And I was
9 expressing my unhappiness to a lot of people and
10 I realize, you know, that that was counter to
11 Bill's advice and I wasn't going to last much
12 longer, because Wayne wasn't talking to anybody
13 but Bill.
14 I advised Ollie that if he wanted to
15 be --
16 MR. COX: I'm going to object on
17 that.
18 THE WITNESS: I stopped myself.
19 MR. SCHERTLER: I was hoping you
20 were just going to say I told him --
21 So, I'm going to show you now a
22 bunch of, four documents.

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1 And, these are all letters that are
2 authored by Bill Winkler, so, they would be
3 Exhibits 52A, 52B, 52C, and 52D.
4 (Hart Exhibit Number 52A
5 marked for identification.)
6 (Hart Exhibit Number 52B
7 marked for identification.)
8 (Hart Exhibit Number 52C
9 marked for identification.)
10 (Hart Exhibit Number 52D
11 marked for identification.)
12 THE WITNESS: Is there evidence that
13 I have had these previously.
14 MS. PINTO: This is A and B.
15 BY MR. SCHERTLER:
16 Q. So, I think you are copied on all of
17 these.
18 A. I have, yes.
19 Q. I will ask you to look through them.
20 I'm not going to ask you to read these in detail.
21 A. I got it.
22 Q. So, if you don't mind I will refer

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1 to 52A, 52B, 52C, and 52D as the Winkler letters.
2 A. Okay. So we are going to discuss
3 them. Okay.
4 Q. And just for the record, all four
5 letters are dated April 22nd of 2019. A is
6 addressed to Craig Spray, but you are copied.
7 A. Right.
8 Q. B is addressed to Wayne LaPierre,
9 but you and Mr. Spray are copied.
10 C is addressed to Wayne LaPierre.
11 Mr. Spray, and you are copied.
12 A. Correct.
13 Q. D is addressed to Tyler Schropp with
14 copies to you and Mr. Spray.
15 Do you recall receiving these
16 letters from Mr. Winkler?
17 A. Yes.
18 Q. And sir, how did you receive them
19 from Mr. Winkler?
20 A. I think I got them by e-mail.
21 I don't, I don't think I ever got an
22 original.

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1 Q. And, would your, the documents that
2 you provided to NRA counsel, would they show the
3 transmission of these letters from Mr. Winkler to
4 you?
5 A. I assume so, yeah, I mean I --
6 Q. And you provided those?
7 A. They've got them, yeah, plus Craig
8 has got them, he is the treasurer. He is copied
9 on them. So, they definitely have them.
10 Q. Got it. So, this is April 22nd
11 which I believe is a Monday.
12 And, do you recall approximately
13 what time you received these letters?
14 A. It was late in the afternoon.
15 Q. Can you tell us what your reaction
16 was when you received the letters?
17 A. My reaction was Ackerman McQueen and
18 I assume whoever the lawyer was, du jour for
19 Ackerman, was trying to send us a message that we
20 needed to be careful what we were asking for.
21 You know, we should have been
22 discussing a settlement not ongoing litigation,

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1 because we were going to end up with a bunch of
2 really awful stuff in the press.
3 Q. And you know Mr. Winkler, correct?
4 A. Yes.
5 Q. Once you received these letters did
6 you call anybody at Ackerman McQueen?
7 A. No.
8 Q. Why not?
9 A. They have it. What would I call
10 them and say.
11 Q. Just, why did you send the letters?
12 A. I know why they sent it. It is not
13 my first rodeo.
14 Q. Okay. When you, did -- obviously it
15 appears that the letters were addressed to other
16 people that would include Mr. Spray and
17 Mr. LaPierre.
18 Did you have any discussions with
19 the other recipients about whether they received
20 the letters?
21 A. No.
22 Q. Why not?

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1 A. Well, I guess I would assume they
 2 received them.
 3 I mean, they sent it to Tyler
 4 because he has got a bunch of expenses that have
 5 run through there on the major donor programs,
 6 which we have discussed.
 7 So, he got that one directly because
 8 they just pay that. They don't, I don't think
 9 there is any supportive documentation inside of
 10 Ackerman of what those reimbursements were.
 11 I mean, they are submitted by the
 12 client for payment and so they don't really have
 13 to get them cleared again, you know.
 14 Q. So, in other words if Ackerman
 15 McQueen needed the backup information on the
 16 Tyler Schropp expenses, they would have to get it
 17 from Tyler Schropp?
 18 A. Bill is asking for the backup
 19 information which Tyler would not have ever given
 20 to Ackerman. So, it was kind of a joke, they are
 21 asking Tyler to provide the documentation since
 22 Bill has asked for it.

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1 I can't even say the name, the Zegna?
 2 A. Zegna.
 3 Q. You can see I don't shop there?
 4 A. That was something completely --
 5 MR. BERKE: Danny does, though.
 6 THE WITNESS: This is an Oxford. It
 7 is much better.
 8 The Zegna stuff was completely
 9 unknown to me.
 10 And again, this is just a warning
 11 shot. Come negotiate with us. Let's stop
 12 this. It is mutual self-destruction.
 13 BY MR. SCHERTLER:
 14 Q. Okay. And then if I could show you
 15 Exhibit 53.
 16 (Hart Exhibit Number 53
 17 marked for identification.)
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]

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1 Q. And when you say Bill, do you mean?
 2 A. Brewer.
 3 Q. Bill Brewer. And how was Bill
 4 Brewer asking for that information?
 5 A. Well that is the document request
 6 that we have been discussing. He has been asking
 7 for all of this stuff.
 8 And now they are saying, I mean the
 9 same thing that I said about the major donor
 10 programs.
 11 I don't think we want to give this
 12 information over to the NRA, they have it.
 13 Q. So, Bill Winkler is saying we don't
 14 have the information you are asking for. You
 15 will need to give it to us.
 16 A. Yeah, I'm a little bit surprised
 17 that on some of it, that, Ackerman didn't have
 18 the manifest for the airplane flights and stuff
 19 like that.
 20 But, I have since learned that they
 21 didn't, so.
 22 Q. And what about the expenses at the,

■ [REDACTED]

■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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1 taking me out.
2 Q. So, it is your view that Bill Brewer
3 orchestrated your removal?
4 A. Yes.
5 Q. Because you questioned his legal
6 fees?
7 A. Yeah. But, I, you know, my
8 presumption would be, you know, at the point
9 where I communicate this to the board, I, you
10 know, I realized now that I only work for Wayne
11 and not for the board.
12 Q. You were terminated by Wayne
13 LaPierre. Correct?
14 A. I was suspended.
15 Q. Suspended by Wayne LaPierre.
16 A. I was given a chance to answer all
17 of these questions.
18 Remember what I'm suspended for.
19 I'm suspended for talking to all of these
20 reporters who I have never spoken to in my whole
21 life.
22 Q. I did want to ask you about that.

[REDACTED]

[REDACTED]

8 (Hart Exhibit Number 54
9 marked for identification.)
10 THE WITNESS: Yes, I got this.
11 BY MR. SCHERTLER:
12 Q. Okay. So, Exhibit 54 is an e-mail
13 from you to Tony Makris and Susan LaPierre in
14 which you attach a letter that it appears you
15 have seen from Wayne LaPierre.
16 How did you get the -- did you
17 receive the letter from Mr. LaPierre by e-mail?
18 A. Uh-huh.
19 Q. And, were you expecting a letter
20 like this?
21 A. Oh, man, somewhat, yeah. Because I
22 had been opposing Bill Brewer. I mean Bill was

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1 A. That is not true, Betsy Woodruff got
2 through to me one time on a crazy call because I
3 didn't know her number, and I talked to Matthew
4 Mosk once about Russia, on an issue separate and
5 apart from this.
6 Q. The third paragraph of this says,
7 "Accordingly, as of the date of this
8 communication the NRA is terminating your
9 engagement as counsel pursuant to the engagement
10 letter, in connection with all board matters, tax
11 matters and all other matters for which you have
12 been engaged to provide legal advice and
13 representation to date."
14 He then also asks that you provide
15 categories of documents pursuant to the Virginia
16 Rule of Professional Conduct.
17 He then says, "In addition, please
18 provide a written response to this letter, note
19 date, the close of business, Tuesday, April 23,
20 2019, indicating whether you are willing to
21 execute a sworn affidavit or declaration
22 attesting to the following."

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1 Do you recall this?

2 A. Sure.

3 Q. And, the bullet points on the second

4 page that, I assume would be part of a

5 declaration, basically say that you provided no

6 information or documents to a number of

7 reporters, including Danny Hakim, Matthew Mosk,

8 Betsy Woodruff, Dan Freedman?

9 A. Right.

10 Q. I think Betsy Woodruff again.

11 Mark Maremont?

12 A. He is from the Wall Street journal.

13 He is not on our bills for contacts.

14 Q. It goes on to say Danny Hakim again,

15 Mike Spees.

16 And then finally to the extent you

17 possess any knowledge concerning any unauthorized

18 disclosure of NRA confidential information to any

19 media outlet during the period from May 1, 2018,

20 to present, you have promptly shared that

21 knowledge with Wayne LaPierre and/or the Office

22 of General Counsel.

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1 So, could I ask you a few questions

2 about this?

3 A. Sure.

4 MR. COX: I just want to note for

5 the record that this was subject to a letter

6 I sent to you. I'm going to let you go into

7 this.

8 But, just with the agreement that

9 this is not a subject matter waiver.

10 MR. SCHERTLER: Okay. So, we may

11 disagree about subject matter waiver?

12 MR. COX: We may have a disagreement

13 about the privileged nature. I'm going to

14 let you go into this letter.

15 I just want to alert you that it is

16 subject to previous correspondence.

17 I just want to make sure that by

18 allowing you to explore this I'm not doing a

19 subject matter waiver as to the entire

20 relationship.

21 MR. SCHERTLER: We understand you

22 are preserving your position on that.

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1 MR. COX: Yeah.

2 BY MR. SCHERTLER:

3 Q. Did you sign a declaration to that

4 effect?

5 A. I didn't respond because the next

6 morning I left to go out and help my stepmother

7 with my dad's funeral arrangements and when I got

8 back and thought it over, I decided I was just

9 going to resign.

10 BY MR. SCHERTLER:

11 Q. Did you resign the next day?

12 A. I resigned some time in early May.

13 Q. Did you send a formal resignation

14 letter?

15 A. I sent a note saying I wasn't going

16 to bill him for May and I was out.

17 I'm assuming somebody has it.

18 Q. So, fair to say you never signed the

19 declaration that you were being requested to

20 sign?

21 A. You don't sign anything Bill asks to

22 you sign. His motivations are always to create

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1 additional conflict.

2 Q. And when you say Bill, you are

3 talking about Bill Brewer?

4 A. Correct.

5 Q. Do you think this letter was drafted

6 by Bill Brewer?

7 A. Yeah, I think that.

8 Q. You don't think Wayne LaPierre wrote

9 this letter?

10 A. Probably not. And I don't think

11 John Frazer did it either, because he seemed

12 surprised when I said I wasn't coming to the

13 board meeting.

14 Q. The last bullet says, "To the extent

15 you possess any knowledge concerning any

16 unauthorized disclosure of NRA confidential

17 information to any media outlet during the period

18 May 1, 2018 to present," almost a year, "that you

19 promptly share that knowledge with Wayne LaPierre

20 and/or the Office of General Counsel."

21 If I could ask you that question

22 now.

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1 From the time May 1st 2018 to the
2 point in time when you received this suspension
3 letter, did you know of any unauthorized
4 disclosures of NRA confidential information to
5 any media outlet?
6 A. No.
7 Q. Did you know of any unauthorized
8 disclosures of NRA confidential information to
9 any media outlet by Ackerman McQueen?
10 A. No. You are using the word
11 unauthorized. I believe there were authorized
12 disclosures.
13 Q. Correct. I am using the word
14 unauthorized, because that is what this says.
15 A. Right, yes.
16 Q. Give me one moment.
17 After that, receiving this letter,
18 did you have any, did you have any communications
19 with Oliver North?
20 A. Well, I heard from a lot of board
21 members because they, you know, they knew my
22 father had died.

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1 I think most of them assumed I
2 didn't come to the meeting because my father had
3 died.
4 And as the week went on I got more
5 calls from board members asking me what the hell
6 happened.
7 Q. So, you talked to --
8 A. Remember in that interim there,
9 Ollie has also left. So, it is not like a
10 secret.
11 Q. So, my understanding is that Oliver
12 North actually left a few days later.
13 A. Ollie went, and by, I don't know, by
14 the, whenever the noms committee meeting was
15 which I, by that time, he knew he was out. I
16 don't know what day that was. But he wasn't
17 going to fight it.
18 Q. Give me just a moment. I apologize.
19 So, I would like to show you Exhibit 56.
20 (Hart Exhibit Number 56
21 marked for identification.)
22 BY MR. SCHERTLER:

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1 Q. First of all, who is Andra Fischer?
2 A. She is another senior staffer.
3 Q. Works for Wayne LaPierre?
4 A. Uh-huh.
5 Q. You, in your e-mail of April 26th to
6 John Frazer and Wayne LaPierre about a contact
7 today from Betsy Woodruff, you say, "The leaking
8 by your side is mean spirited at best."
9 I can easily?
10 A. That means Frazer, Wayne, and Bill
11 Brewer, yes.
12 Q. And what leaking are you referring
13 to?
14 A. Everything they are telling people.
15 You know, that I'm --
16 Q. What are they telling people?
17 A. They are telling people that I'm
18 leaking to the media and I have been terminated.
19 I mean it was slanderous at best.
20 Q. So, they were telling other people?
21 A. Board members.
22 Q. Is that what you were hearing from

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1 board members?
2 A. Yes.
3 Q. Is that they were being told by
4 Mr. Frazer, Mr. LaPierre, and Mr. Brewer that you
5 had been leaking information to the press?
6 A. Uh-huh. I mean it is a joke because
7 we all know it is Brewer.
8 Q. Do you know what board members told
9 you that?
10 A. Quite a few.
11 Q. Can you name just a couple that got
12 that information?
13 A. I don't really want to, because if
14 they are still serving on the board that is a
15 death sentence.
16 Q. Could you give me the name of the
17 board member that isn't serving on the board that
18 might have told you that.
19 I'm trying to work with you here?
20 A. Can I do that, I mean I am no
21 longer.
22 MR. BERKE: If the conversation

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1 occurred after your resignation.
2 THE WITNESS: Well, then Pete
3 Brownell would be a classic example.
4 BY MR. SCHERTLER:
5 Q. As somebody that told you that he
6 had been told by Frazer, Brewer and LaPierre that
7 you had been leaking information to the press?
8 A. I don't know who told him
9 specifically.
10 Q. That is what he told you?
11 A. Yes.
12 And they had to explain to people
13 why I was gone.
14 I mean, had they followed my
15 father's lifespan, they would have known they
16 didn't have to do this.
17 But, it was just an error on their
18 part. Timing error. I wasn't going to be there
19 anyway.
20 Q. So, let me show you Exhibit 58.
21 (Hart Exhibit Number 58
22 marked for identification.)

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1 THE WITNESS: You will note the
2 termination letter says if I answer all of
3 these questions about the media I could be
4 reinstated.
5 BY MR. SCHERTLER:
6 Q. I did notice that.
7 A. Yep.
8 Q. But you didn't?
9 A. My wife and children were done with
10 the NRA.
11 Q. So, this is a long one.
12 I would like to you read every word
13 of this document. Just kidding.
14 A. Okay. What is this one. Oh.
15 Q. So, this is litigation, right, and
16 this is the NRA's Responses to Ackerman McQueen's
17 First Set of Interrogatories, and I can direct
18 you to --
19 A. I have not read this document.
20 Q. I wouldn't expect that you would
21 even have it.
22 But, could I direct you to

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1 Page 20 --
2 MR. MCKENNEY: I will object also
3 that we also committed this document
4 responses --
5 MR. SCHERTLER: Okay, thank you.
6 MR. MCKENNEY: So this could be
7 incomplete.
8 MR. SCHERTLER: You can ask
9 questions.
10 MR. MCKENNEY: You are going to ask
11 questions on an incomplete document.
12 MR. SCHERTLER: No, I think that I'm
13 going to ask questions on something you
14 certified was true and accurate. I don't
15 know that we need to argue about it.
16 THE WITNESS: Can you give me a
17 page?
18 BY MR. SCHERTLER:
19 Q. 25. And if you go to 25 it is
20 probably at the very middle and it begins with,
21 the sentence I'm trying to refer you to begins
22 with, "With respect to information disseminated

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1 to a subset of board members."
2 Let me know when you find that.
3 A. Yeah, I do.
4 Q. So, this document says, "With
5 respect to information disseminated to a subset
6 of board members as alleged in the complaint,
7 Paragraph 24, the NRA responds that former
8 counsel to the NRA board of directors Steven J.
9 Hart conspired with AMC," which means Ackerman
10 McQueen.
11 A. Right.
12 Q. "To distribute the Winkler letters
13 to Oliver North, Richard Childress, Carolyn
14 Meadows, Charles Cotton, Allan Coors, Jim Porter
15 and Pete Brownell.
16 A. Correct.
17 Q. Sir, is that statement true?
18 A. That is absolutely false. I didn't
19 discuss this with Ackerman McQueen. And it was
20 my fiduciary duty to report it to the Board of
21 Directors and I did it in a very confined group
22 that I thought would handle it confidentially.

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1 Q. Did you ever discuss these letters
2 with anybody from Ackerman McQueen?
3 A. I don't think so. At some point in
4 time, when I realized what they were alleging it
5 was kind of funny, but ...
6 Q. Did anyone from Ackerman McQueen
7 ever ask you to disseminate these letters to the
8 press?
9 A. No, I never distributed anything to
10 the press, so, it wouldn't matter whether they
11 asked me or not.
12 Q. Did anybody at Ackerman McQueen
13 contact you about sending these letters out to
14 anybody?
15 A. No.
16 Q. Did anybody at Ackerman McQueen ever
17 suggest that you should send these letters out to
18 anybody?
19 A. No, I mean I got blindsided by the
20 Winkler letter.
21 Q. Did you have any communications at
22 all with anybody from Ackerman McQueen about

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1 these letters?
2 A. No.
3 Q. Did you see the public report about
4 Josh Powell being fired by the NRA this past
5 weekend?
6 A. Well, he wasn't fired this past
7 weekend, was he?
8 Q. Well, did you see the report that
9 announced he was fired?
10 A. A report came out this past weekend.
11 But I assume he has been gone for quite a while.
12 Q. Did you see the Newsweek article
13 that indicated that the, that came from a leak of
14 an internal document that John Frazer had sent to
15 board members announcing that Josh Powell had
16 been terminated?
17 A. I didn't read that article. I
18 didn't think it was a leak. I thought it was a
19 public court document based on what I read.
20 Is that not accurate?
21 Q. There are a couple different
22 articles. But -- so, let me go on --

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1 A. I only read the Post article, and it
2 seemed to infer it was a public court document.
3 Q. So, have you read the allegations in
4 one of the other complaints that the NRA has
5 filed against Ackerman McQueen that allege an
6 attempted, for lack of a better word, coup by
7 Oliver North of Wayne LaPierre?
8 A. I mean, I am obviously aware of the
9 charge.
10 Q. You are aware of the allegation?
11 A. Yes.
12 Q. Do you have any information about
13 the allegation?
14 A. Well remember again, this coup
15 apparently materialized on Tuesday or Wednesday
16 of the board meeting. I wasn't there.
17 So I have no actual knowledge of
18 what transpired there, only the reports
19 afterwards.
20 Q. Did you ever have any conversation
21 with Oliver North about a discussion that he was
22 going to have with Wayne LaPierre or with Millie

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1 Hallow?
2 A. No.
3 Q. Did you ever have a discussion with
4 Oliver North after the fact --
5 A. Ollie and I are friends. I talk to
6 him constantly, but we don't oddly enough focus
7 on this.
8 Q. So, you haven't talked to him about
9 it?
10 A. (No audible response.)
11 MR. DICKIESON: I'm sorry, was that
12 a yes or no.
13 THE WITNESS: I haven't talked to
14 him about this. I have talked to him, but, I
15 mean ...
16 BY MR. SCHERTLER:
17 Q. Do you have any knowledge of Oliver
18 North's conversation on April 24th of 2019 with
19 Millie Hallow regarding the alleged coup attempt?
20 A. Again, at this stage I'm in Oklahoma
21 preparing for my father's funeral, so I am not
22 really in communication with these people.

1 Q. So you have no knowledge about that
2 call?
3 A. I have read about it, I have
4 knowledge after the fact.
5 Q. Other than what you read in legal
6 pleadings or in the paper.
7 A. Yeah, right.
8 Q. How about any knowledge of a
9 conversation that Dan Boren might have had with
10 Millie Hallow on the same day?
11 A. I mean, Dan Boren, I know his father
12 and mother. I have known that family forever.
13 He is not really relevant to the NRA
14 board. He barely shows up for meetings.
15 So, when I saw that he was brought
16 into this, it just seems dubious. I don't know
17 what that meant. I can't imagine.
18 Q. Okay. Let me try to run through
19 some things quickly?
20 Do you know Gail Stanfords?
21 A. I don't think so.
22 Q. Have you ever heard that name

[REDACTED]

1 before?
2 A. I don't know. Who is she?
3 Q. Travel agent?
4 A. No. I know there is one now, but I
5 didn't know.
6 Q. Did you know of any kind of contract
7 or agreement that the NRA had with Gail Stanfords
8 or her travel agency?
9 A. No knowledge whatsoever.
10 Q. Josh Powell. Who was Josh Powell?
11 A. Former board member who became chief
12 of staff and then eventually head of general
13 operations.
14 Q. Okay. And let me just show you
15 Exhibit 60 quickly.
16 (Hart Exhibit Number 60
17 marked for identification.)
18 BY MR. SCHERTLER:

[REDACTED]

[REDACTED]

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 Q. Hang on one minute. Let me see.
22 Woody Phillips, was he the treasurer?

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1 addressed.
2 And you know, the Ackerman model,
3 which is the NRA model, is not to respond to most
4 of this stuff.
5 And I kept saying we can respond to
6 this because we can defend ourselves.
7 Q. Not to respond to the press?
8 A. Yeah, on that one we could have
9 actually responded, ultimately we did, and we sat
10 in front of the finance committee and walked
11 through everything and it went away.
12 Q. How about Craig Spray?
13 A. Good guy, relatively new. He walked
14 into a complex situation.
15 You walk into a CFO and find out
16 that ILA is a separate entity inside the building
17 and you don't really even have control of that
18 even though it is 20 percent of your financial
19 statement.
20 And you slowly figure out that the
21 expense process going to vendors is kind of
22 open-ended.

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1 A. Treasurer.
2 Q. Before Craig Spray?
3 A. Yeah, he had been there forever.
4 Q. What was your impression of
5 Mr. Phillips?
6 A. Very nice guy.
7 Q. Competent?
8 A. Yes, not an extremely detailed
9 manager that you would often expect in a CFO
10 role, because that is what the treasurer is.
11 He has a team of eight CPAs down
12 there in the office and they motor along.
13 Q. Why did he leave the NRA?
14 A. I think he retired.
15 Q. Okay. Andrew Arulanandam. What is
16 his position with the NRA?
17 A. Runs internal public affairs.
18 Q. Did you have much interaction with
19 Mr. Arulanandam?
20 A. Some on the Russia public affairs
21 issues, you know, there were lots of, as you
22 know, lots of allegations that needed to be

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1 So, I guarantee you he has corrected
2 it, or I assume he has corrected it.
3 Q. And he is treasurer, correct?
4 A. He is treasurer, yes. Elected
5 compensated. One of the three elected
6 compensated officers.
7 Q. Was he concerned about leaks out of
8 the Treasurer's Office?
9 A. I, I mean, you are asking me to
10 speculate. But, I would say no. I mean, I
11 don't --
12 He just barely knew those people and
13 I think he trusted them.
14 Q. Okay. Millie Hallow, how well do
15 you know her?
16 A. I have known her forever.
17 Q. What is your impression of her?
18 A. She and Ralph are friends.
19 Q. Her husband Ralph?
20 A. Uh-huh.
21 Q. Were you aware of, you didn't have
22 any involvement in her hiring at the NRA?

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1 A. Oh, no, that was, she has been there
2 since the dawn of time.
3 Q. Did you ever become aware of reports
4 that she had been embezzling money from the NRA?
5 A. I read it somewhere, yeah.
6 Q. But not contemporaneously with your
7 employment with the NRA?
8 A. I think it was afterwards, yes.
9 Q. Do you know why Mr. Cooper was
10 terminated as counsel for the NRA?
11 A. I think he was alleged to be in a
12 conspiracy with all of the rest of us.
13 Q. How about Michael Volkov?
14 A. Same.
15 Q. Do you know what conspiracy was
16 alleged that would involve Volkov and Cooper?
17 A. Challenging Bill Brewer's billings.
18 Q. That was it.
19 A. (No audible response.)
20 MR. DICKIESON: I'm sorry, you have
21 to say yes or no.
22 THE WITNESS: Yes, challenging Bill

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1 Brewer's records. Billing records, yes.
2 BY MR. SCHERTLER:
3 Q. So, how did you first come to meet
4 Bill Brewer?
5 A. You know, I know you asked me that
6 question previously and I, I can't remember what
7 the first matter was.
8 But, we worked together on the NYU
9 executive compensation issue and we worked
10 together on the Wiley Brothers litigation.
11 I helped him hire some counsel on
12 the 3M litigation, investigation.
13 But I feel like there was another
14 one that predated him on this, it might have been
15 the IAPA, International Association of Amusement
16 Parks and Attractions.
17 There was a challenge by the trial
18 bar on brain injuries caused by roller coasters.
19 I think he was involved with that and that was
20 the first one.
21 Q. Did you ever become personal friends
22 with him?

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1 A. I liked Bill. I don't know if Bill
2 has friends. But, I think I liked him. He is
3 fascinating. He is a caricature of himself, you
4 know.
5 Q. I have only seen pictures.
6 A. Uh-huh.
7 Q. Did he ever represent you in any
8 personal capacity?
9 A. No.
10 Q. Did you ever hear that Mr. Brewer
11 had told Wayne LaPierre that he was going to keep
12 Wayne LaPierre out of jail?
13 A. Well, I, I mean, Josh Powell --
14 Q. Yes.
15 A. -- would say that to a lot of
16 people, so ...
17 Q. Say what?
18 A. That that was Bill's hold on Wayne.
19 That he had, you know, he was going to keep Wayne
20 out of jail.
21 Q. And keep Wayne out of jail for doing
22 what?

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1 A. Again, had we done this privately, I
2 think it would have been easily correctable.
3 I mean, I, you know, Wayne may have
4 done, you know, made some purchases that he
5 needed to reimburse. But it could have been done
6 quietly. In my opinion.
7 Of course, I don't know what I don't
8 know.
9 Q. That would have been the concern
10 that he had made purchases of personal things
11 that he needed to reimburse the NRA for? Is that
12 your understanding?
13 A. Again I am a tax lawyer. So, there
14 is nothing wrong with acquiring a wardrobe, you
15 know, and having your employer pay for it. As
16 long as those clothes are segregated from your
17 personal clothes.
18 When you mix them up, then you've
19 got to reimburse for some of it.
20 Q. And you also have to pay taxes on
21 it, correct?
22 A. Correct. It would be an income.

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1 And the same for plane rides. There is nothing
2 wrong with, you know, in his case, I think you
3 can argue that even some personal trips or
4 private plane is justified because of the risks
5 to him.
6 But he would have needed to
7 reimburse for some portion of it at, you know,
8 commercial air traffic costs or, I mean he
9 doesn't have to pay the private, you can
10 negotiate these things.
11 Q. And that would have been an issue
12 that Mr. LaPierre might have encountered once,
13 when this information became public?
14 MR. COX: Objection to form.
15 THE WITNESS: I don't understand
16 that question.
17 BY MR. SCHERTLER:
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED].
4 BY MR. SCHERTLER:
5 Q. Have you been interviewed by the New
6 York AG?
7 A. No.
8 Q. Have you been subpoenaed by the New
9 York AG?
10 A. No.
11 Q. Have you been subpoenaed by any
12 other government regulatory agency?
13 A. Government regulatory agency?
14 Q. Yes.
15 A. No.
16 Q. In connection with the NRA.
17 A. No. Counsel can tell you I have
18 been notified by somebody else that I am going to
19 be contacted. Yes or no?
20 Q. Can you tell me who you have been --
21 A. He can if he thinks it is
22 appropriate.

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1 MR. BERKE: I don't -- no, there is
2 nothing to report.
3 BY MR. SCHERTLER:
4 Q. Could we --
5 A. I like this. We are getting to the
6 end of the book.
7 MR. SCHERTLER: We are. Could we
8 take a break for a few minutes.
9 MR. COX: Sure.
10 (Recess taken -- 4:13 p.m.)
11 (After recess -- 4:37 p.m.)
12 EXAMINATION
13 BY MR. DICKIESON:
14 Q. Today I'm representing Mercury
15 Group, Inc. and I have some questions to follow
16 up on Mr. Schertler's questions?
17 First of all, I wanted to go to the
18 services agreement. Because this case is about
19 the services agreement.
20 If you could pull out Exhibit 16.
21 A. 16.
22 MR. BERKE: Is it Exhibit 16A.

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1 BY MR. DICKIESON:
2 Q. And while you are pulling that, pull
3 out 16B as well.
4 MS. PINTO: I don't think I gave him
5 16B.
6 MR. BERKE: I don't remember 16B.
7 THE WITNESS: You might have to
8 share your copy of 16A with me. I can't find
9 it.
10 MR. BERKE: Here is 16A.
11 THE WITNESS: Excellent. Are we
12 going in order?
13 BY MR. SCHERTLER:
14 Q. We will start with A.
15 A. No, I mean we are not going 1
16 through 15.
17 BY MR. DICKIESON:
18 Q. Oh, no.
19 A. That is good.
20 Q. So, you have the services agreement
21 in front of you?
22 A. I do.

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1 Q. There was testimony in other
2 depositions in this matter that you were involved
3 in negotiating the service agreement.
4 But I think earlier today you
5 testified that you were not.
6 Is that correct?
7 A. Well, I --
8 MR. COX: Objection to form.
9 THE WITNESS: I said that I probably
10 was the person who tried to get it signed,
11 and this was an adequate copy. I was not
12 personally involved in this. Woody might
13 have asked me to read it one time, but I
14 didn't negotiate it.
15 BY MR. DICKIESON:
16 Q. Do you know who did negotiate it?
17 A. Woody. It would have to be Woody.
18 Q. Would he act without counsel in
19 negotiating the services agreement?
20 MR. COX: Objection to form.
21 THE WITNESS: The answer to that
22 should be no he wouldn't. But my assumption

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1 is he ran it by Frazer.
2 BY MR. DICKIESON:
3 Q. Okay. Do you know if this services
4 agreement was markedly different from the prior
5 services agreement, prior to April 2017?
6 MR. COX: Objection to form.
7 THE WITNESS: Well, what do you
8 believe the prior one is.
9 BY MR. DICKIESON:
10 Q. I'm asking you if you knew was it
11 different than this one, or is this just a touch
12 up of an earlier one?
13 MR. COX: Objection to form.
14 THE WITNESS: My recollection is the
15 prior one was quite ancient and had not been
16 updated in quite a while.
17 I guess when you asked me if I was
18 involved, I told him it needed to be updated,
19 because again we are looking at our
20 self-correction question and not having like
21 a serious contract with your major vendor
22 would, I consider that self-correction, how

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1 is that.
2 BY MR. DICKIESON:
3 Q. Okay.
4 A. But, so, the prior one was not very
5 detailed, as I recall. But, I -- you should ask
6 your client for it.
7 Q. Okay. Did you have to refer to the
8 services agreement at various times during your
9 service as counsel to the NRA?
10 A. Did I have to refer to this
11 agreement?
12 Q. Yes.
13 A. Not particularly.
14 I mean I glance at it just -- it
15 makes some allegations about what they didn't
16 have to provide and I'd read it on that basis.
17 Q. Well let's look at that clause,
18 Examination of Records.
19 A. Uh-huh.
20 Q. Which is on Page 9. It is Clause 8.
21 A. Nine, Clause 8. Okay. Authorized
22 contacts.

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1 Q. It is -- no, no. Clause 8?
2 A. Oh, that is nine, okay, sorry,
3 examination of records, okay.
4 Q. And that states, "During the term of
5 this services agreement AMC authorizes NRA upon
6 reasonable notice to examine AMC and Mercury's
7 files, books, and records with respect to matters
8 covered under the services agreement."
9 Do you see that?
10 A. Yep.
11 Q. And, to your knowledge, were you
12 aware that this does not allow the NRA to retain
13 copies of documents that are examined?
14 MR. COX: Objection to form.
15 THE WITNESS: I mean, I am aware of
16 it that they assert that now, yes.
17 BY MR. DICKIESON:
18 Q. At the time that you were counsel,
19 were you aware that you were not, the NRA was not
20 allowed to retain documents during these
21 examinations?
22 MR. COX: Objection to form.

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1 THE WITNESS: Yes. It is my
2 understanding that was their assertion. And
3 they applied it in different ways.
4 But I also think they agreed to make
5 some things available if counsel requested.
6 But, that is not, I wasn't there,
7 so ...
8 BY MR. DICKIESON:
9 Q. And you say with counsel, which
10 counsel are you referring to?
11 A. Cooper. I mean, I assume Brewer,
12 but probably not.
13 Q. Are you aware of any instance where
14 the Ackerman McQueen and Mercury did not comply
15 with the examination of records provision?
16 MR. COX: Objection to form.
17 THE WITNESS: Well over a period of
18 time I, they let the NRA staff in there to do
19 their audit and they provided me with what I
20 asked for.
21 So, I mean I don't, I can't say that
22 I know of any specific instance where they

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1 didn't provide it, no.
2 BY MR. DICKIESON:
3 Q. Okay.
4 A. But again I'm not the lead on this,
5 so ...
6 Q. But you are not aware of any
7 instance where this clause was breached?
8 MR. COX: Objection to form.
9 BY MR. DICKIESON:
10 Q. I need an answer. Are you aware of
11 any instance where this clause was breached?
12 MR. COX: Same objection.
13 THE WITNESS: No.
14 BY MR. DICKIESON:
15 Q. Thank you. Are you aware that the
16 first lawsuit, filed on April 12th, alleged that
17 this clause was breached?
18 A. Yeah, I am aware of the argument
19 about whether documents had to be made available
20 and what documents would be made available.
21 So, yes, I'm aware.
22 Q. And did anyone consult with you

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1 prior to filing that first lawsuit claiming that
2 documents were not produced?
3 MR. COX: I'm going to object on the
4 basis of attorney/client privilege.
5 THE WITNESS: No.
6 BY MR. DICKIESON:
7 Q. Okay. You testified that you
8 learned about the first lawsuit through a
9 discussion with John Frazer; is that right?
10 A. Yes. Basically.
11 Q. And, John Frazer testified he didn't
12 learn about the first lawsuit until after it was
13 filed.
14 So, would it be fair to say you
15 didn't learn?
16 A. He testified to that.
17 Q. You didn't learn about the first
18 lawsuit on, until after it was filed?
19 MR. COX: Objection to form.
20 THE WITNESS: Well, I don't know how
21 to answer that question, because didn't he
22 sign the first document.

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1 BY MR. DICKIESON:
2 Q. If you would look at Exhibit 50.
3 A. I don't think it had the NRA's
4 signatures on it. I haven't looked at it. But
5 It doesn't have those attorneys names on it.
6 Q. So, Page 16, the signature page?
7 A. Yes.
8 Q. And there is no attestation or
9 verification of this complaint. Is that right,
10 to your knowledge?
11 A. I mean I guess I'm incorrect.
12 I thought that John signed this
13 original document. But, apparently not.
14 Q. Okay. And you also --
15 A. I need to be nicer to him on that
16 point.
17 Q. And you also indicated in one of the
18 e-mails you read that you learned about it
19 through press reports as well. Is that right?
20 A. Yes.
21 Q. And of course those were after the
22 fact, correct?

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1 A. Yes.
2 THE WITNESS: Are you keeping up?
3 Q. You mentioned that, just as an
4 offhand comment, in prior testimony, that you
5 didn't bill the NRA for a lot of your personal
6 expenses.
7 But you paid some of NRA
8 personnel --
9 A. I didn't mean personal expenses.
10 What I meant was that some expenses
11 I could have billed to the NRA I just didn't
12 bother.
13 Q. I understand. But you also made the
14 comment that you paid some of NRA's personal
15 expenses.
16 A. Well, I, at times we would go to
17 dinner at, you know, and I would pick up the
18 check and I wouldn't send in a request for
19 reimbursement.
20 Q. Okay. And anything else, any,
21 buying clothing for people at the NRA?
22 A. No.

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1 Q. Any paying for transportation, for
2 NRA personnel?
3 A. No. Not, unless it was just a cab
4 ride or something where I was in a cab.
5 Q. Okay. You mentioned that on
6 occasion you were provided with access to NRA
7 employees e-mails; is that right?
8 A. Related to the Russian inquiry.
9 Q. And who provided you with that
10 access?
11 A. Well, Wayne authorized it and
12 whoever the tech person was taught me how to do
13 it.
14 Q. Okay. And, how many people's
15 e-mails did you examine?
16 MR. COX: I'm going to object on
17 privilege on that.
18 THE WITNESS: Yeah.
19 BY MR. DICKIESON:
20 Q. Were you aware that Bill Brewer was
21 accessing NRA employees e-mails?
22 MR. COX: I'm going to have the same

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1 objection. I'm going to object to form and
2 object on privilege.
3 If you can, if you became aware of
4 that, if that was true through conversations
5 with counsel.
6 THE WITNESS: I would have to say I
7 became aware of that with conversations from
8 counsel.
9 BY MR. DICKIESON:
10 Q. Earlier you testified about the
11 Audit Committee meeting in September of 2018?
12 A. September of 2018, okay.
13 Q. Prior to the executive session there
14 was an open session of the Audit Committee
15 meeting; is that right?
16 A. There normally is. I assume there
17 was for that one, yeah.
18 Q. Do you have any recollection of any
19 discussion of the North contract at the open
20 portion of that meeting?
21 A. I can't believe that was, that would
22 have happened, no.

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1 Because that would be presented in
2 the, along with the other, there were, you know,
3 there was more than one thing being approved and
4 that would have been done without the, all of the
5 staff in there.
6 Q. Do you recall what was covered
7 during the open session of that audit meeting?
8 A. No. That would be in the minutes,
9 the part of the open session.
10 Q. And that those minutes are kept and
11 disclosed in these little notebooks that are
12 provided to NRA employees?
13 A. Yeah, they would have had, the open
14 discussion would have been documented, and
15 then --
16 Q. Okay.
17 A. A summary of the executive session.
18 Q. And you, I believe you said that
19 there was a summary that was provided to the
20 Audit Committee in lieu of the actual contract.
21 Is that right?
22 A. Correct.

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1 Q. Who prepared that summary?
2 A. Frazer.
3 Q. And do you know how he prepared that
4 summary? Did he have a copy of the contract
5 while he was summarizing it?
6 A. You would have to ask him. I don't
7 know.
8 Q. Did it, did the summary include
9 details about compensation levels?
10 A. The summary would have tracked the
11 document that, you know, that Ollie sent to
12 Millie that is in here somewhere.
13 But, it would have been updated to
14 show the final outcomes on things like salary,
15 yes.
16 Q. The summary looked like the term
17 sheet that was one of the exhibits that we talked
18 about?
19 A. Yeah, to the extent that it was --
20 not everything in that term sheet is relevant.
21 Q. Okay. Do you recall if the summary
22 was one page or two pages?

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1 A. No.
2 Q. Do you recall if --
3 A. Plus, that would have been in
4 executive session, so, I really can't talk about
5 it.
6 Q. Well, what --
7 A. That summary would have been
8 presented in executive session.
9 Q. Okay. What happened to the summary
10 after it was presented?
11 A. I think it was wherever they put
12 their confidential executive summaries. I mean
13 that occurs in every committee.
14 Q. Was the contract viewed by the NRA
15 as confidential?
16 A. The discussion in executive session
17 of the audit is confidential.
18 I don't know that we, I think I went
19 through this. I don't think we would view it as
20 confidential because it would have to be reported
21 on the 990.
22 Q. Let's go back to the services

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1 agreement. A and B.
2 MS. PINTO: 16.
3 THE WITNESS: Services agreement.
4 What section?
5 BY MR. DICKIESON:
6 Q. Let' look at the second one, 16B.
7 A. 16B, okay.
8 Q. This is an Amendment Number 1 to the
9 Services Agreement dated May 6, 2018.
10 Were you involved in negotiating
11 this amendment to the services agreement?
12 A. Let me see what this is. I'm, I am
13 aware of what is in here, but no I didn't
14 negotiate it.
15 Q. Do you know who did negotiate it on
16 behalf of the NRA?
17 A. I would say Woody. But he is not a
18 signatory to this. I don't know, I can't tell
19 who signed it to be honest.
20 Q. Well let's look at the second page?
21 A. Well, I can't read this first
22 signature. Carolyn Meadows is one of them on the

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1 right. Pete Brownell is up there, so I can't --
2 I don't --
3 Q. Do you see on the print, name and
4 title it says Phillips, Treasurer?
5 A. Up at the top, oh, yeah, okay. Pete
6 Brownell signed on the Ackerman McQueen line.
7 That is what confused me.
8 MR. BERKE: Right.
9 THE WITNESS: And Woody would have
10 negotiated this.
11 BY MR. DICKIESON:
12 Q. Can you read the signature in the
13 bottom left?
14 A. I can't.
15 Q. Okay. Do you know if Woody Phillips
16 had anyone assisting him in negotiating this
17 particular amendment to the services agreement?
18 A. My recollection of this is this is
19 something that Ackerman insisted on because they
20 felt like they were taking on additional
21 obligations related to the North contract and
22 they didn't want to be left holding the bag.

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1 But, I didn't write this or
2 negotiate it.
3 Q. At the time this was negotiated, I
4 believe you testified that the NRA was already
5 contemplating cutbacks for vendors.
6 A. I don't think, not on May 6th. I
7 mean, we were starting to, you know, a regular
8 review process of contracts.
9 But, I don't think on May 6th we
10 were necessarily, we probably were just beginning
11 to look at some of the major contracts.
12 I don't think it would have gone
13 much beyond Ackerman in the top five. That is
14 where the money is.
15 Q. All right. And so would it be
16 accurate to say that as of May 6, 2018, there was
17 some thought about cutting back Ackerman
18 McQueen's services agreement?
19 MR. COX: Objection to form.
20 THE WITNESS: I couldn't confirm
21 that. I don't know, I, hindsight, obviously
22 can tell you we reached that conclusion and

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1 decided we needed savings in the fourth
2 quarter.
3 But, I don't know when that actually
4 began.
5 BY MR. DICKIESON:
6 Q. The plan you testified about a
7 vendor review, that had already started by May of
8 2018. Is that right?
9 A. Yeah, it started in '17.
10 Q. And, do you know when Ackerman
11 McQueen was first notified about the vendor
12 review?
13 A. Well again this is a large unwieldy
14 organization.
15 And when you, I can't use the word
16 audit, I start the word review. And Frazer and I
17 are starting to set up a framework for going in
18 and kissing our vendors and making sure they
19 understand that we have to do this because we
20 were trying to do a self-correction in
21 preparation for the New York AG.
22 So, if you want to re-ask your

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1 question another way. I mean, I don't ...
2 Q. Do you recall when you and John
3 Frazer first announced to Ackerman McQueen that
4 there was going to be a vendor review?
5 MR. COX: Objection to form.
6 THE WITNESS: Well, I can tell you
7 for sure that, you know, at some point in
8 time I told them that you are our largest
9 vendor, so obviously you are going to be
10 subject to this review.
11 But, I can also tell you that I
12 concluded I wasn't going to be the person to
13 do it.
14 BY MR. DICKIESON:
15 Q. Okay. And, was that --
16 A. So it was assigned to Frazer.
17 Q. Was that before May 6th or after
18 May 6th of 2018?
19 A. Oh, it would have had to have been
20 before.
21 We were starting a process, but it
22 wasn't designed to do --

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1 It wasn't aimed at budget issues.
2 It was aimed at New York law compliance.
3 Q. What were the issues of New York law
4 compliance that --
5 A. Trying to figure out if we were out
6 of compliance. Were we making the payments or
7 were there problems inside these contracts that
8 had not been, you know, properly approved.
9 And again, back to the point, one of
10 the early things I discovered is that the
11 contract with Ackerman, that you have in here
12 dated 2017, I think the previous one was like the
13 year 2000, or 1999.
14 I mean it had been going on for a
15 long time on a --
16 Q. Do you know if as of May 6, 2018,
17 Woody Phillips had knowledge of the North
18 contract?
19 MR. COX: Objection to form.
20 THE WITNESS: On May 6, 2018, yeah,
21 he would have been in the meetings where we
22 were discussing what we were going to do

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1 about the Brownell transition.
2 So, he would have had knowledge.
3 BY MR. DICKIESON:
4 Q. Do you know if he was aware of the
5 time, whether or not North was going to be an
6 employee or independent contractor?
7 MR. MCKENNEY: Objection to form.
8 THE WITNESS: Again, that issue
9 hadn't really arisen as an important one.
10 So, was he aware? Maybe. I don't know.
11 BY MR. DICKIESON:
12 Q. Were you asked to review this
13 amendment to the services agreement before it was
14 signed?
15 A. I don't think so, but I couldn't say
16 with certainty.
17 Q. Do you know if --
18 A. I mean, if I had objected to it, I
19 think it would have been signed anyway, so, you
20 know ...
21 Q. Why do you say that?
22 A. Because they would have done it. I

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1 mean this was written by somebody, I don't know
2 about this, but, yeah, written by somebody who
3 knew how to write an amendment.
4 So, probably it was written by
5 Frazer's office, and I probably, you know, my
6 traditional thing would be when I saw this would
7 be to call Frazer up and say did you review this
8 so that we made sure there was a lawyer involved
9 as you stated.
10 Q. Okay.
11 A. And hopefully one of our lawyers,
12 not just a lawyer for the vendor.
13 Q. But, to your knowledge you did not
14 review this before it was signed?
15 A. I don't think so.
16 Q. Were you aware of the issue of the
17 \$3 million letter of credit being required under
18 the services agreement?
19 MR. COX: Objection to form.
20 THE WITNESS: I already said that,
21 that I was aware of the issue, because I
22 think they had concerns about being stuck

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1 with Ollie's contract.
2 BY MR. DICKIESON:
3 Q. Okay. And this on Page 2, it refers
4 to the contracts with Dana Loesh and Oliver
5 North. Do you see that?
6 A. On the amendment?
7 Q. Yes. Do you see that?
8 A. Yeah. This is just adding Oliver
9 North to the Dana Loesh section. It is something
10 that previously existed.
11 Q. Is it your testimony that there was
12 a previous amendment before this was signed?
13 A. I'm asking you actually, I don't
14 know, the way it was written here with Dana and
15 then Oliver printed in there.
16 I'm thinking maybe this language was
17 already in a contract.
18 Maybe another amendment to another
19 contract. But, I don't know.
20 Q. Do you know if those two contracts
21 were in the possession of the NRA at the time
22 this amendment was negotiated?

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1 MR. COX: Objection to form.
2 THE WITNESS: What was in where.
3 BY MR. DICKIESON:
4 Q. The Loesh contract and the North
5 contract as they were referred to, do you know if
6 this was possessed by the NRA at the time this
7 was negotiated?
8 MR. COX: Same objection.
9 THE WITNESS: Are you saying I can't
10 answer.
11 MR. COX: No, no. I'm objecting to
12 form.
13 THE WITNESS: I doubt that they ever
14 saw Dana Loesh's contract. I have no idea.
15 She would have been an employee of Ackerman
16 McQueen.
17 And they would have been generally
18 aware of what she was being compensated, what
19 rate. And they certainly didn't have the
20 Oliver North contract on May 6, 2018, yet.
21 I don't think it was even completed
22 until May 15th.

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1 BY MR. DICKIESON:
2 Q. So is it your understanding this
3 amendment was put in place to assure Ackerman
4 McQueen, prior to entering into the North
5 contract, that it was protected?
6 MR. COX: Objection to form.
7 THE WITNESS: That would be my view.
8 BY MR. DICKIESON:
9 Q. Okay. Do you know what happened
10 upon the termination of the services agreement
11 whether or not Oliver North's contract was paid?
12 MR. COX: Objection to form.
13 THE WITNESS: I don't know what
14 happened there. I doubt Ollie insisted on
15 payment, knowing him.
16 BY MR. DICKIESON:
17 Q. You testified about the April 22nd
18 Winkler letters.
19 A. Yeah, okay, April 22nd. Now we are
20 up into 2019.
21 Q. Okay. Did you have any information
22 about Wayne LaPierre's lavish spending prior to

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1 receiving those letters?
2 MR. COX: Objection to form.
3 THE WITNESS: I really didn't. I
4 mean, I knew that the transportation was
5 booked. But, you guys asked me this question
6 earlier.
7 I didn't know it was through a
8 separately contracted for travel agent.
9 I actually thought it was done
10 internally through Ackerman.
11 I don't know, was that woman paid by
12 Ackerman or paid by NRA, I have no idea.
13 So, I would assume she was an NRA
14 employee.
15 But, I mean I, there are reasons why
16 the bookings would be handled outside of the
17 NRA for security reasons.
18 BY MR. DICKIESON:
19 Q. What about clothing expenditures,
20 did you have any knowledge of that?
21 A. I had no idea whatsoever.
22 Q. And what about a \$6 million mansion

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1 in Dallas, did you have any knowledge about that?
2 A. Yeah, on --
3 MR. COX: Objection to form.
4 THE WITNESS: On this question Wayne
5 was unfairly abused, because I think this was
6 Woody's thing and he was moving along and
7 when Wayne, Wayne is not a tax lawyer, that
8 should be obvious.
9 I think when I explained to him
10 there was a potential negative tax cut.
11 MR. COX: I'm just going to say --
12 THE WITNESS: Again this is
13 exculpatory.
14 MR. BERKE: It doesn't matter.
15 MR. COX: If you are giving him
16 advice in your role as attorney.
17 THE WITNESS: Can't answer.
18 MR. BERKE: There are no good
19 waivers and no bad waivers.
20 THE WITNESS: It was going to be
21 exculpatory just for the record.
22 BY MR. DICKIESON:

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1 Q. Let's make a foundation about that.
2 Were you Wayne LaPierre's personal attorney?
3 A. Well, I am the NRA's attorney, and
4 this involves an NRA transaction that would have
5 to be disclosed on the 990.
6 Q. Okay. And so were you giving Wayne
7 advice with respect to what was in the best
8 interests of the NRA or what was in Wayne's
9 personal best interest?
10 A. I'm more concerned about the NRA.
11 Q. Okay.
12 A. I'm not Wayne's lawyer.
13 Q. And did you discuss, what actions
14 did you take to discourage this deal?
15 MR. COX: I'm objecting to form and
16 I think that is calling for privilege.
17 MR. DICKIESON: Well his actions are
18 not privileged.
19 MR. COX: Well if his actions were
20 to consult with other people or offer advice,
21 it does. I think he could.
22 MR. DICKIESON: Well he can say he

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1 consult with other people.
2 MR. BERKE: Any outside parties.
3 MR. COX: How about if we phrase it
4 as outside third parties.
5 BY MR. DICKIESON:
6 Q. Okay. Did you take any actions with
7 respect to the \$6 million mansion?
8 A. I took actions, yes.
9 Q. And what actions did you take?
10 MR. COX: I think it is calling for
11 privilege.
12 THE WITNESS: Yes.
13 MR. BERKE: Do you want --
14 MR. DICKIESON: I will ask it in the
15 next question. You are instructing him not
16 to answer that question, I'm sure.
17 MR. COX: That question. Yes.
18 BY MR. DICKIESON:
19 Q. Did you speak with outside, people
20 outside of the NRA about the \$6 million mansion?
21 A. I probably only spoke to Woody. I
22 don't know that I ever spoke with Winkler, for

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1 example, I don't know why I would have.
2 Q. Okay. Did you ever speak with the
3 real estate agent that was involved in the
4 transaction?
5 A. No.
6 Q. Did you ever, without saying what
7 you drafted, did you draft any e-mails or
8 communications with respect to the \$6 million
9 mansion?
10 A. No.
11 Q. I don't know if you have read in the
12 press about criminal background issues affecting
13 Millie Powell?
14 A. I have read it in The press, yes.
15 Q. Were you aware of her criminal
16 background?
17 MR. COX: Just object to the record,
18 you said Millie Powell.
19 MR. DICKIESON: I'm sorry.
20 THE WITNESS: Freudian.
21 BY MR. DICKIESON:
22 Q. Millie Hallow.

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1 Were you aware of that criminal
2 background --
3 A. No.
4 Q. -- when you were counsel to the NRA?
5 A. No.
6 Q. Were you aware of problems with Josh
7 Powell's businesses prior to he joined the NRA
8 while you were counsel?
9 MR. COX: Objection to form.
10 THE WITNESS: Yes, I was aware, yes.
11 BY MR. DICKIESON:
12 Q. And were you involved in checking
13 his background before he became chief of staff
14 for Wayne LaPierre's general operations?
15 A. I don't think they asked me my
16 opinion.
17 Q. How did you learn about his criminal
18 background, or his business background?
19 MR. COX: If you learned about it
20 through privileged communications, I would
21 instruct you not to answer.
22 If you learned about it through The

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1 press, that is a different matter.
2 THE WITNESS: I learned it from some
3 of his prior business partners, but some of
4 those are NRA board members. So, it is kind
5 of I'm not sure.
6 BY MR. DICKIESON:
7 Q. So, did they tell you because they
8 were seeking legal advice?
9 A. No. They just asked me if I had
10 lost my mind, I think is what the question was,
11 so ...
12 Q. And was it partly your decision
13 whether or not he would be given that position?
14 A. Not at all.
15 Q. So, why would they ask you if you
16 lost your mind?
17 A. Because I think people think I can
18 influence Wayne and it is hard to do after the
19 fact.
20 And once he makes a decision he
21 never changes his mind, so it doesn't really
22 matter.

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1 Q. Did you have any discussions with
2 Wayne LaPierre about Josh Powell's business
3 background?
4 MR. COX: I think that is
5 privileged.
6 THE WITNESS: Yes or no.
7 MR. COX: Yes or no.
8 THE WITNESS: Yes.
9 BY MR. DICKIESON:
10 Q. Okay. Was it Wayne LaPierre who
11 made the ultimate decision on Josh Powell's
12 hiring for chief of staff?
13 MR. COX: I think that meets
14 privilege.
15 THE WITNESS: Okay. I'm going with
16 that.
17 BY MR. DICKIESON:
18 Q. You discussed in your prior
19 testimony about litigation strategy interfering
20 with business decisions.
21 And you mentioned that sometimes a
22 lawyer gets inside the CEO's head.

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1 Is that what you believe happened
2 with Bill Brewer getting inside of Wayne
3 LaPierre's head?
4 A. Well, I have experienced this.
5 MR. COX: Objection to form.
6 THE WITNESS: I have experienced
7 this with a number of CEOs and lawyers.
8 So, for me it was repetitive, just
9 another instance of litigation strategy
10 starting to overwhelm the business strategy.
11 BY MR. DICKIESON:
12 Q. And my question is, is that what you
13 believe was happening with Bill Brewer getting
14 inside Wayne LaPierre's head?
15 A. Yes.
16 MR. COX: Objection to form.
17 BY MR. DICKIESON:
18 Q. And what do you base that conclusion
19 on?
20 A. I think that is privileged.
21 MR. COX: I don't know whether you
22 can answer that without privilege.

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1 THE WITNESS: Yeah, I think that is
2 privilege, because that comes down to me
3 explaining to Wayne what the issues are,
4 and I ...
5 BY MR. DICKIESON:
6 Q. Okay. Did you believe that Bill
7 Brewer was actively destroying the NRA from the
8 inside?
9 MR. COX: Objection to form.
10 THE WITNESS: That has been reported
11 in the press.
12 BY MR. DICKIESON:
13 Q. Did you believe that?
14 A. You know, somebody leaked one of my
15 e-mails to the New York Times. And it says he is
16 either Manchurian, I didn't leak it by the way,
17 but it says that I think Bill's either a
18 Manchurian Candidate or a moron. That was
19 reported in the New York Times. So, it is not
20 privileged.
21 Q. Who was the e-mail to?
22 A. I think Chuck Cooper.

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1 Q. Did Chuck Cooper agree with you?
2 A. You need to ask him; I don't know.
3 Probably, but who knows.
4 Q. Okay. You had some testimony about
5 the Forensic Risk Alliance.
6 Are you involved in reviewing
7 contracts for vendors like Forensic Risk
8 Alliance?
9 A. That was negotiated. I mean, I
10 helped negotiate the theory that Cooper could
11 have a forensic expert on his team.
12 You know, with Ackerman, but Frazer
13 negotiated that contract. And it seems like it
14 took a long time for some reason, but I can't
15 recall why.
16 Q. Did you think that the Cooper Law
17 Firm was involved with Forensic Risk Alliance?
18 A. I think so. I think they were the
19 forensic accounting firm that was brought in by
20 Cooper.
21 Q. Okay. Were you aware that one of
22 the people on the Forensic Risk Alliance team was

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1 a former Brewer Law Firm employee?
2 A. I eventually became aware of it,
3 yes.
4 Q. And how did you become aware of
5 that?
6 A. I don't know, I think Bill may have
7 told me.
8 Q. Okay. Is it your understanding that
9 there was a, an examination by the Cooper Firm
10 and then a separate examination by Forensic Risk
11 Alliance?
12 A. I mean, no, I guess not, because I
13 would have viewed it as a joint effort, but ...
14 Q. Okay. Do you know when the Cooper
15 examination took place?
16 A. Not without going back to my
17 records.
18 Some time at the end of '18.
19 Q. Right. And were you aware that the
20 Forensic Risk Alliance examination took place
21 over nine days in February of 2019?
22 MR. COX: Objection to form.

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1 THE WITNESS: I don't know if Cooper
2 was still supervising them or not, but he
3 would have been involved in hiring them
4 originally.
5 BY MR. DICKIESON:
6 Q. Okay.
7 A. He would have approved them, not
8 hired them.
9 Frazer hired them.
10 Q. Were aware that they billed the NRA
11 for \$300,000 for their examination?
12 A. I wouldn't have seen that.
13 Q. And would that have been an issue
14 that -- who would have handled the billing review
15 for an outside examination firm?
16 A. Well that would be, you know, there
17 is, since that was done by the General Counsel's
18 Office, there is sort of an exception for
19 pre-approval of, because you can't anticipate how
20 much these things are going to be.
21 So, there is a, John has a
22 discretionary budget to make payments at some

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1 level, whether, you know, you have to ask him
2 whether he was given some ballpark number, I
3 don't know.
4 Q. Do you know if Forensic Risk
5 Alliance presented a conclusion or a set of
6 conclusions as a result of their examination?
7 A. I do not know.
8 Q. Were you aware of the issue of a
9 Federal Election Commission examination seeing if
10 the NRA coordinated its spending with the Trump
11 campaign?
12 A. Yeah, I mean that is public
13 knowledge.
14 Q. Was, to your knowledge, was the
15 Forensic Risk Alliance examination at all related
16 to that investigation?
17 MR. COX: I'm going to object to
18 form and to the extent you have knowledge
19 that was gained through privileged
20 communications.
21 THE WITNESS: I have no knowledge of
22 that. I guess I am surprised you are asking

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1 me that question, because I wouldn't have
2 thought it was true, but maybe it was.
3 BY MR. DICKIESON:
4 Q. Do you know if the Forensic Risk
5 Alliance examination had anything to do with
6 NRATV analytics?
7 MR. COX: Objection to form.
8 THE WITNESS: I don't know. I mean,
9 I -- that term analytics didn't really arise
10 until later. So, I don't know.
11 It didn't arrive at my level until
12 later.
13 BY MR. DICKIESON:
14 Q. Do you know if there was concern
15 about what we will call ratings, viewership of
16 NRATV?
17 A. I'm not a TV person.
18 My only role in that is to make sure
19 that the ads run by the (c)(3) are (c)(3)
20 compliant.
21 Q. To your knowledge was there
22 discussion about problems with NRATV analytics

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1 prior to your termination?
2 MR. COX: Objection to form. And to
3 the extent that you've had discussions that
4 are privileged, I would caution you.
5 THE WITNESS: I mean, I became aware
6 of it at some point in time. I think I was
7 aware of it before I was suspended.
8 BY MR. DICKIESON:
9 Q. All right. And what did you become
10 aware of?
11 A. I mean, my recall is that there were
12 issues about viewership, obviously.
13 And I mean I just I'm unqualified to
14 discuss that, to be honest.
15 I have no idea what that means.
16 My view of NRATV is it is an outlet
17 for our Ollie North shows, our, the other shows
18 we create.
19 And it gives us a, you know, 24-hour
20 a day messaging board to our membership.
21 So, I don't know how many people
22 tune in to that.

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1 But it was used, you know, you can
2 put up America's safest place ads on that show
3 and anybody can pull them down.
4 So, you get distribution in various
5 ways, not necessarily the NRATV audience itself.
6 But, I don't know any of that stuff,
7 so ...
8 Q. If you would turn back to
9 Exhibit 53?
10 A. 50, 51, 52, 53.
11 Q. And for the record this document is
12 claimed to be privileged by the NRA and I just
13 wanted to get some more foundation questions
14 about the document.
15 A. I don't seem to have 53 here, is
16 that --
17 MR. BERKE: It is out of order.
18 Look after 54, I bet. If not, it is right
19 there. Here it is.
20 THE WITNESS: Oh, here it is, I
21 found it, okay.
22 BY MR. DICKIESON:

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1 Q. Okay. So, do you see in the To:,
2 who is receiving this e-mail from you on
3 April 22nd, it says Ollie North, Richard
4 Childress, Carolyn Meadows, Charles Cotton, Allan
5 Coors, Jim Porter and Pete Brownell and it has a
6 couple of arrows.
7 To your knowledge was any other
8 people provided with this e-mail that could be
9 referenced by this arrows pointing down?
10 A. I don't even know what that -- the
11 arrows pointing down here?
12 Q. At the end.
13 A. Here.
14 Q. After Brownell.
15 A. You mean above that? I don't even
16 know what those stand for.
17 Q. Okay. To your knowledge were any
18 other persons copied on this particular e-mail?
19 A. Well I of course don't know if any
20 of these people forwarded it.
21 I mean somebody forwarded it because
22 I was suspended about an hour later.

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1 So, I think it is safe to say it was
2 forwarded by somebody. And whoever gave me this,
3 maybe that is their forwarding thing, I don't
4 know.
5 Q. Okay. And, it says that there are
6 nine attachments.
7 Was there any other attachments
8 other than the four letters and their exhibits?
9 A. I don't know why it says nine
10 attachments.
11 I, I mean I, I would have to -- I
12 don't know how there could be nine.
13 But it only included the, as far as
14 I know, only the four things you had in the 52.
15 Maybe they have separated it into different
16 documents. I can't, I don't remember how they
17 were delivered to me.
18 Q. And in those nine attachments, to
19 your knowledge was there any privileged
20 information outside of the Winkler letters?
21 A. You mean it was only the Winkler
22 letters.

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1 Q. Okay.
2 MR. DICKIESON: So, to the extent
3 there is any privilege, it is only in this
4 cover, counsel, you are only talking about
5 the cover e-mail is the privileged portion;
6 is that right?
7 MR. COX: I believe so and I would
8 again refer to you the letter that was sent
9 today from Jim Hundley. This was addressed
10 in it. I just don't have a copy, so I don't
11 want to misrepresent anything on the record.
12 But, my understanding it is the
13 e-mail.
14 BY MR. DICKIESON:
15 Q. In the last line of this e-mail, it
16 says, "I am still the counsel to the board."
17 Had you had rumblings that you were
18 perhaps not going to be --
19 THE WITNESS: I was pretty much sure
20 I was done on this one. Again, it is not my
21 first rodeo and I was going to protect
22 myself.

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1 I believe I had a strong fiduciary
2 obligation to notify the board that something
3 was awry here.
4 I mean, if I had sat on it, I think
5 I could have been sued.
6 BY MR. DICKIESON:
7 Q. And that is why your next sentence
8 is, "As such, I cannot sit on this information.
9 Knowledge brings responsibility."
10 A. Correct. And I was gone an hour
11 later. So, it was a pretty good projection,
12 don't you think?
13 Q. I just want to be clear. Did you
14 have any discussions with any of the recipients
15 of this letter prior to sending this letter?
16 A. No.
17 Q. So, you didn't have any conspiracy
18 to send them information damaging about Wayne
19 LaPierre?
20 A. This is the elected, non-compensated
21 board and the chairman of the principle
22 committees that would have to deal with this

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1 problem.
2 I mean, I, I read a minute ago in
3 that document that the Brewer people charged me
4 with a conspiracy. A conspiracy to what? To
5 perform my fiduciary duty to the board?
6 But, I had no additional
7 communications.
8 And again my father died and I just,
9 I didn't communicate with anybody as best I
10 could.
11 Q. So, so, your testimony is today that
12 the allegation that you are engaged in some
13 conspiracy or coup against Wayne LaPierre is
14 utterly false; is that right?
15 A. There was a coordinated effort to
16 try to deal with Bill Brewer, this has been
17 reconstructed as a conspiracy against Wayne.
18 Q. Okay. And who was involved in the
19 coordinated activity against Bill Brewer?
20 A. I don't believe Ackerman was ever
21 involved, if that is your question.
22 It would have been, you know, Pete

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1 Brownell, Jim Porter, I don't think Allan Coors
2 was actually involved in it.
3 But, I mean, Carolyn Meadows,
4 Childress and Ollie North all signed a letter to
5 the Audit Committee, which you have in here. I
6 mean there was kind of a limited crowd that was
7 trying to figure out what to do about Brewer.
8 Because again these guys all have
9 their own lawyers, and guys like Brendan
10 Sullivan, Paul Clement and Chuck Cooper. These
11 are all very noted litigators.
12 They are telling me there is a
13 problem here. And I, you know, I was trying to
14 actually protect Wayne, if you want to be honest
15 about it.
16 Q. Was Chris Cox involved in that
17 effort to complain about Bill Brewer's bills?
18 A. I don't think so. I mean, I -- not
19 to my knowledge. But, who knows.
20 Q. Do you know why he was terminated?
21 A. I don't. Well, I read, conspiracy
22 with Dan Boren which is laughable.

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1 Q. Okay.
2 MR. SCHERTLER: Why is it laughable?
3 THE WITNESS: Dan Boren was an
4 insignificant board member. If you are going
5 to have a conspiracy, you better have
6 somebody that others are going to follow.
7 Dan Boren barely came to meetings, board
8 meetings.
9 BY MR. DICKIESON:
10 Q. There is another document,
11 Exhibit 654.
12 A. We don't go up that high.
13 MS. PINTO: 54.
14 BY MR. DICKIESON:
15 Q. I've got a different numbering
16 system.
17 A. I was getting scared. 600
18 documents. 64, maybe that was here. For some
19 reason it didn't get in the pile. Okay. John,
20 yeah, okay.
21 Q. This is the letter you received a
22 couple of hours after the last exhibit?

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1 A. Which one? 64 I thought you said?
2 Q. 54.
3 A. 54, okay. Then I haven't found it
4 yet. Yes, okay.
5 Q. And the NRA has claimed that this
6 document is privileged; is that right?
7 MR. COX: That is my understanding
8 but we may have given you a redacted version
9 of this with the letter today.
10 BY MR. DICKIESON:
11 Q. So, I just want to ask some
12 foundation questions.
13 The NRA, the letter on NRA
14 letterhead to you that starts in the second page.
15 A. Uh-huh.
16 Q. Was that letter given to you
17 requesting legal advice from you?
18 MR. COX: Objection to the form.
19 THE WITNESS: This letter is
20 suspending me.
21 BY MR. DICKIESON:
22 Q. Correct.

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1 A. So, I don't think they were asking
2 me for any advice, no.
3 Q. And you weren't acting as their
4 lawyer in receiving this letter. Correct?
5 MR. COX: Objection to form.
6 THE WITNESS: No, I was terminated,
7 so I don't think I could be acting as a
8 lawyer.
9 BY MR. DICKIESON:
10 Q. Did you provide them with any legal
11 advice with respect to this letter?
12 A. No.
13 MR. DICKIESON: So, counsel, I don't
14 know what the basis of your privilege claim
15 is. It has nothing to do with anyone
16 providing legal advice.
17 MR. COX: As a, I mean I again refer
18 you to the letter that was sent out today.
19 I don't have it in front of me.
20 But, I believe the position was that we
21 produced a redacted version of this was my
22 understanding, don't hold me to that.

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1 And I think it is the privilege we
2 were reflected was it involved giving
3 direction to counsel about certain steps to
4 take with regard to winding down the
5 relationship. And winding up the
6 relationship.
7 That is the basis.
8 BY MR. DICKIESON:
9 Q. And in this letter you were asked to
10 see if you were willing to execute a sworn
11 affidavit or declaration attesting to whether or
12 not you were involved in any leaks. Is that
13 right?
14 A. Yes, if I wanted to stay, if I
15 wanted my suspension to be lifted, I had to do
16 that. And my family didn't want me to stay, and
17 it was not an open issue, so, and I wasn't
18 signing any document that Brewer had put in front
19 of me.
20 Q. Were you aware of any other NRA
21 employees who were asked to sign declarations or
22 affidavits attesting that they were not leaking?

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1 A. I mean, it seems to me that they
2 asked Volkov at some point in time, maybe, I
3 don't know. I ...
4 Q. Anyone else?
5 A. I don't think. I think I was
6 unique. It was a timing matter, it was a unique
7 and quickly needed exit strategy, so ...
8 Q. Did you know if they asked anyone in
9 the Treasurer's Office to sign an affidavit or a
10 declaration about whether or not they were
11 leaking?
12 A. I don't know.
13 Q. You weren't involved in that sort of
14 effort or investigation?
15 A. No.
16 Q. If you can pull up Exhibit 56.
17 A. 56, here we go. Okay. One pager.
18 Q. In this you testified that the, that
19 the notion that you were suspended for leaks was
20 completely false. Is that right?
21 A. Yes. It is completely false.
22 Q. And you --

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1 A. And I have documentary evidence from
2 two publications that criticize me for not
3 talking to them.
4 Q. And which publications is that?
5 A. New York Times and Washington Post.
6 Q. And what sort of documentation did
7 they provide you that, to attest --
8 A. I had given these to the NRA. But
9 they are post my employment. So, I mean, I can
10 get them from Elliot, he has them.
11 MR. BERKE: I mean obviously we are
12 going to be providing those to you as part of
13 our document production.
14 MR. DICKIESON: Okay.
15 MR. BERKE: In general terms they
16 are references to the fact that you didn't
17 talk to us.
18 THE WITNESS: Hakim or, what is that
19 other one. Carol Leonnig, she actually came
20 at my house; she appeared unannounced in the
21 morning on my porch, and she sent me an
22 apology.

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1 BY MR. DICKIESON:
2 Q. And, so, what is in these statements
3 that you are going to be?
4 A. We know you can't talk to us and,
5 she apologized, because I told her she was
6 unprofessional. And she has won a Pulitzer
7 Prize. I mean, what a joke.
8 Q. Is this an e-mail to Carol?
9 A. This is an e-mail from her to me
10 apologizing for showing up on my porch. And I
11 threw her out.
12 Q. And there is another document you
13 said?
14 A. From Danny Hakim, and I --
15 MR. BERKE: I think that is a text
16 message, but it is the same flavor.
17 THE WITNESS: Yes.
18 BY MR. DICKIESON:
19 Q. Any other documents to show that you
20 were not the leaker?
21 A. I mean, those are the big ones. I
22 mean those are the big articles.

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1 Maremont would be the other one from
2 the Wall Street Journal. No one has ever --
3 Maybe he is on that list that they
4 gave me. I never talked to him; I don't even
5 know him.
6 Q. I believe you testified, and correct
7 me if I've written this down wrong, "We all know
8 it was Brewer that leaked."
9 A. Oh, yeah, Brewer, I believe he is an
10 authorized leaker. So, I don't think that is an
11 ethical question.
12 Q. So, who would authorize Bill Brewer
13 to leak information?
14 A. Either Frazer or Wayne.
15 Q. And did you have any verification
16 that they were authorizing him to make these
17 leaks?
18 MR. COX: Objection to form. And
19 objection to the extent it is communications
20 with Mr. Frazer.
21 MR. MCKENNEY: Objection.
22 THE WITNESS: I don't have any

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1 knowledge of it. I charged John with, you
2 know, what the hell is wrong with you people.
3 But, I couldn't prove it, no.
4 I mean, I can give you an example of
5 one, if you would like, where I know it was
6 leaked.
7 BY MR. DICKIESON:
8 Q. Yes.
9 A. In the firing of Volkov and Cooper,
10 Hakim actually called Volkov and, I don't take
11 Hakim's calls, I don't know why Volkov did; he
12 probably didn't know who he was and notified
13 Volkov that he was going to be fired later in the
14 day.
15 So, Volkov submitted his
16 resignation, and got out in front of his firing.
17 Cooper couldn't resign; he has
18 12 cases going on around the country and that
19 would be a little bit inappropriate.
20 But clearly that information could
21 only be sourced from the NRA.
22 Q. Do you believe that that is sourced

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1 to Bill Brewer, though?
2 A. Oh, sure.
3 MR. COX: Objection to form.
4 THE WITNESS: Hakim talks to Brewer
5 constantly. I mean it is on the record,
6 so ...
7 BY MR. DICKIESON:
8 Q. And you know that because he is
9 quoted in Danny Hakim's articles, that is the
10 basis for your --
11 MR. COX: Objection to form.
12 THE WITNESS: I guess you could ask
13 Frazer if he leaked it to the New York Times,
14 but that would be -- I mean who knows.
15 BY MR. DICKIESON:
16 Q. And do you think the people who
17 would know about that firing would be Bill
18 Brewer, Wayne LaPierre, and John Frazer?
19 MR. COX: Objection to form.
20 THE WITNESS: Yes.
21 There is another example where the
22 board learned that the Alaska board meeting

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1 had been canceled before it was actually
2 released to the board in any notice.
3 BY MR. DICKIESON:
4 Q. And, so, you --
5 A. That was Hakim, also.
6 Q. And you bring that up because you
7 think that that was leaked by Bill Brewer. Why?
8 MR. COX: Objection to form.
9 THE WITNESS: Bill is nurturing a
10 relationship with a reporter. He is feeding
11 him stuff.
12 And I think it is authorized, so, I
13 don't think there is anything wrong with it.
14 So, I mean, you could, you would
15 have to be an idiot not to know Bill Brewer
16 was doing this.
17 BY MR. DICKIESON:
18 Q. Let's go to Exhibit 64.
19 A. 64.
20 MR. BERKE: I don't think we have
21 that.
22 THE WITNESS: Oh, I do. Is that one

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1 of the last ones, I hope.
2 MR. COX: Which one is 64.
3 THE WITNESS: This is the Oliver
4 North communication with Frazer about the
5 audit document.
6 MR. DICKIESON: I just wanted to
7 get, this is another one they are claiming
8 privilege; is that right, Mr. Cox?
9 MR. COX: Let me find it; I'm
10 looking through my file. They were in order,
11 but, here is 63. All right. Thank you.
12 THE WITNESS: I'm pretty familiar
13 with that one.
14 BY MR. DICKIESON:
15 Q. All right. So, I want to focus on
16 the second page of this exhibit.
17 A. Okay.
18 Q. Is this a document that somehow made
19 it to your attention?
20 A. Yeah, I, this was a negotiation
21 between, you know, the elected non-salaried
22 officers, Carolyn, Childress, and North on trying

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1 to get the Audit Committee to look, basically to
2 audit Bill's billings.
3 Q. Was this communication sent to
4 Mr. Brewer to get his legal advice?
5 A. No. It was asking him for
6 information.
7 Q. All right. And so, it, to your
8 knowledge this is not for the purpose of seeking
9 or providing legal advice; is that right?
10 A. Well, I mean the attachment to the
11 NRA Audit Committee I would say is, you know,
12 part of the board member's fiduciary obligations.
13 And I, they consulted with me on it.
14 So, I, I mean you sent it off to Brewer, I don't
15 know.
16 I mean, it is a close call.
17 Q. The letter itself to Brewer, though,
18 they are not seeking --
19 A. I'm not a privilege expert.
20 Q. Right. But to your knowledge this
21 is not seeking legal advice?
22 MR. COX: Objection to form.

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1 THE WITNESS: I don't think so,
2 but ...
3 BY MR. DICKIESON:
4 Q. And they are not seeking legal
5 advice from you; is that right?
6 A. They sought legal advice from me in
7 drafting this.
8 Q. Right. And did you review it before
9 it was sent off?
10 A. Yeah. I didn't draft it. But, I
11 don't know who did draft this one, actually.
12 I would, this was probably drafted
13 by Volkov, maybe by Cooper or Brendan Sullivan or
14 all of them together.
15 Q. And, the same for the one page memo
16 to the NRA Audit Committee, that is the end of
17 this exhibit?
18 A. Yes.
19 Q. I believe you testified that there
20 were a lot of complaints you had to field when
21 the vendors were being cut back.
22 A. Right.

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1 Q. Do you get involved in the budgeting
2 process for the NRA on an annual basis?
3 A. Well, through the Finance Committee
4 and the Audit Committee, I'm involved in
5 answering questions that the board members have
6 about the budget and our sources of funds and
7 uses of funds.
8 Q. And would you be involved in budget
9 decisions affecting Ackerman McQueen?
10 A. Not specifically. I mean, they
11 are -- I would have been aware of a number, a
12 savings number that they wanted to achieve from
13 various vendors.
14 So, at some point in time there I
15 could have told you what the number was, but I
16 can't tell you now.
17 Q. But you are aware that there is a
18 budget process where the NRA reaches an agreement
19 about what the general budget would be with
20 Ackerman McQueen on an annual basis; is that
21 right?
22 A. I think they reached that agreement

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1 some time in, you know, late 2018 as it related
2 to 2019.
3 Q. Right. And so, if you can look
4 at -- well let me just -- you don't have to pull
5 out the complaint. I will just read it to you.
6 In the complaint, the second page in
7 the narrative section it says, "Confronting
8 escalating concerns about AMC's activities and
9 accounting practices, the NRA seeks access to
10 basic business records including budgets
11 purportedly approved by the NRA."
12 Is there some reason why the NRA
13 wouldn't have copies of its own budgets?
14 MR. BERKE: Objection to form.
15 THE WITNESS: That is a question for
16 Craig Spray. I don't know what they have in
17 their possession.
18 BY MR. DICKIESON:
19 Q. But to your knowledge, as part of
20 the budgeting process, the NRA keeps a copy of
21 the budgets they approve?
22 A. Well I assume they do. I don't

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1 know.
2 Q. After the first lawsuit was filed,
3 did you have any input into whether or not the
4 allegations were true or false?
5 MR. MCKENNEY: Objection to the
6 form.
7 MR. COX: Objection to the form.
8 THE WITNESS: Do you mean did Brewer
9 ask me if what was in there was true or
10 false?
11 BY MR. DICKIESON:
12 Q. Or did you volunteer the information
13 in there was true or false.
14 MR. MCKENNEY: Objection to form.
15 THE WITNESS: I don't believe
16 anybody asked me for my input.
17 I believe I gave some input to John
18 Frazer and that would be privileged.
19 BY MR. DICKIESON:
20 Q. All right.
21 THE WITNESS: I'm asserting my own
22 privilege now.

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1 BY MR. DICKIESON:
2 Q. Were you involved in the effort to
3 amend the first complaint?
4 A. Was I, I was somewhat involved. But
5 again my role in that would be privileged
6 communications with Frazer.
7 Q. Okay. As you sit here today, are
8 you aware of any breach that AMC had of the
9 services agreement?
10 MR. COX: Objection to form.
11 THE WITNESS: No.
12 BY MR. DICKIESON:
13 Q. Did you attend board meetings where
14 Wayne LaPierre was a proponent of NRATV and used
15 the NRATV analytics with the board?
16 MR. MCKENNEY: Objection to form.
17 THE WITNESS: I don't recall ever
18 saying anything about NRA analytics.
19 But NRATV was very popular with the
20 board members. But, that is not necessarily
21 a critical mass of eyeballs.
22 So, you know, the product ran on

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1 NRATV like America's Safest Place. That was
2 constantly exhibited as positive at the board
3 meetings.
4 BY MR. DICKIESON:
5 Q. Were you aware of an investigation
6 by a Senate committee into the NRA?
7 A. Yeah, that was the Russia
8 investigation.
9 Q. Were you aware of any investigation
10 relating to the points of concern that, the
11 accounting, the list of points of concern that
12 they have claimed privilege to?
13 A. I don't actually understand what
14 that question is.
15 That investigation was the
16 Intelligence Committee and the Finance Committee
17 minority.
18 And it was always related to Russian
19 funding of the NRA. So I'm not quite sure what
20 you are asking me.
21 MR. DICKIESON: Let's take a
22 five-minute break. I will make copies of

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1 that exhibit.
2 THE WITNESS: Okay.
3 (Recess taken -- 5:39 p.m.)
4 (After recess -- 5:56 p.m.)
5 BY MR. DICKIESON:
6 Q. Let me jump until we get some people
7 back in here.
8 But, who is paying for your
9 attorney's time today?
10 A. I think I am, unfortunately, for
11 this part. For document production, I think the
12 NRA has agreed to pay for it.
13 Q. Okay. And --
14 A. And if they aren't it will be
15 100 years before you guys get it, because I've
16 got other stuff to do, but I will work on it.
17 Q. All right. Did they put a cap on
18 the compensation they would provide for that
19 work?
20 MR. BERKE: For the document
21 production?
22

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1 MR. DICKIESON: Yes.
2 MR. BERKE: There is a number that I
3 have to go back to them about. I don't
4 recall sitting here today what it is.
5 THE WITNESS: Make sure you add in
6 this time.
7 MR. BERKE: Well, I would like to.
8 MR. MCKENNEY: Downward adjustment.
9 THE WITNESS: Yeah. I think torture
10 can be double billed.
11 MR. DICKIESON: Did the NRA put any
12 conditions on paying for your time for the
13 document production?
14 MR. BERKE: Any conditions?
15 MR. DICKIESON: Right.
16 MR. BERKE: No, and Dave was, I
17 think, privy to the ultimate conversation.
18 We are going to review for
19 responsiveness; they are going to then review
20 that for privilege.
21 BY MR. DICKIESON:
22 Q. Okay. Let's turn back to

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1 Exhibit 35.
2 A. You are going backwards. This is
3 really not acceptable.
4 Q. Sorry, I'm jumping around.
5 A. 35. Let's see here. 50, 6, 7, 36.
6 MR. BERKE: Just use mine. We won't
7 get far.
8 BY MR. DICKIESON:
9 Q. Right. Just some foundation
10 questions.
11 A. I don't think I have to look at that
12 one.
13 MR. DICKIESON: Because this has
14 been asserted as privileged, I just want to
15 understand the foundation for the --
16 MR. MCKENNEY: Which one is it.
17 MR. BERKE: 35, the clawback
18 document.
19 MR. MCKENNEY: Oh, we are going back
20 there?
21 MR. DICKIESON: Yeah.
22 MR. MCKENNEY: Okay. I instruct the

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1 witness not to answer any questions on this
2 document.
3 MR. DICKIESON: Not even foundation
4 questions?
5 MR. MCKENNEY: I mean, what are you
6 going to say? Go ahead.
7 BY MR. DICKIESON:
8 Q. So, you have, from Steve Hart to
9 Steve Hart. Sometimes people do that when they
10 have a distribution list that is confidential.
11 A. I already stated that when I do
12 personal notes, I do these e-mails to myself so I
13 have them in my system. And I, this was
14 distributed, but I think only to Frazer. I don't
15 know.
16 So, I don't -- I mean you guys have
17 it so that is kind of bizarre in my opinion.
18 But ...
19 MR. BERKE: Well, but there is
20 nothing on here that says it was distributed
21 to Frazer.
22 THE WITNESS: I know. Right.

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1 MR. BERKE: Do you know that it was
2 distributed to Frazer?
3 THE WITNESS: I'm pretty sure that
4 was the only person I gave it to, because we
5 would have been prepping for the Audit
6 Committee meeting.
7 BY MR. DICKIESON:
8 Q. And the, what is being distributed
9 is the list that is on the second and third page
10 of this exhibit. Is that right?
11 A. Yeah.
12 Q. Do you know who created the list?
13 THE WITNESS: Didn't you guys object
14 to that question earlier?
15 MR. MCKENNEY: I'm thinking.
16 THE WITNESS: They asked me if I
17 wrote it previously.
18 MR. MCKENNEY: Yes, they did.
19 THE WITNESS: And you objected. So,
20 is that the same question.
21 MR. MCKENNEY: I'm not sure if we
22 objected to that question.

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1 MR. COX: Yeah.
2 THE WITNESS: I'm happy to answer it.
3 MR. MCKENNEY: I think the identity
4 of the people that contributed to the
5 document would not be privileged.
6 MR. COX: I don't think so.
7 THE WITNESS: This would be an
8 amalgamation of several different
9 conversations and different concerns raised
10 by different people. Board members,
11 obviously the whistleblowers.
12 BY MR. DICKIESON:
13 Q. Do you know who actually prepared
14 the list?
15 A. That would have been, I would have
16 summarized it, yeah, and added to it.
17 Q. So you prepared this document?
18 A. Uh-huh. But I received different
19 forms of it from other people, and edited and
20 added, so ...
21 Q. Did you distribute the list to the
22 people that helped contribute to it?

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1 A. No.
2 Q. Do you know what happened to the
3 list?
4 A. There it is. I don't know. You
5 guys have it.
6 Q. So --
7 A. You don't have from me. So, you got
8 it from somebody.
9 Q. This document is from Steve Hart to
10 Steve Hart, but they didn't get it from you.
11 So, do you have any understanding of
12 how?
13 MR. BERKE: I don't think he said
14 that. He said he didn't give it to you.
15 MR. DICKIESON: Right.
16 MR. BERKE: He has already testified
17 that he gave all of the documents that he had
18 to the NRA.
19 MR. DICKIESON: Okay.
20 THE WITNESS: This would have been
21 produced in my document production to the
22 NRA. There is no question about that.

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1 MR. DICKIESON: Okay.
2 MR. BERKE: He hasn't produced this
3 to anybody other than the NRA.
4 BY MR. DICKIESON:
5 Q. Okay. And was the list of top
6 concerns for the Audit Committee produced right
7 at the same time that you sent it to yourself?
8 A. I mean, I would have sent the
9 completed document to myself so I would have it
10 in my system.
11 Q. Okay. But it wasn't prepared months
12 before and you simply sent it to yourself?
13 A. I don't know, some of that stuff
14 would have been -- what is the date on this
15 thing.
16 MR. BERKE: 2/22/19.
17 THE WITNESS: Yeah, this would have
18 been prepared before the Audit Committee was
19 going to meet again.
20 And at this point in time some of
21 this stuff is like, I mean it is really
22 current affairs. So, some of it is old

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1 stuff. But, it is meant to be a
2 comprehensive list.
3 BY MR. DICKIESON:
4 Q. And, do you know what actions the
5 Audit Committee took in response to this list of
6 top concerns?
7 A. Like that would have been done
8 mostly in executive session.
9 MR. COX: I think that is privileged
10 in executive session, yes.
11 BY MR. DICKIESON:
12 Q. Would the actions have been done in
13 executive session?
14 A. This would have been also a
15 communication between me and Frazer so it is
16 totally privileged. I don't know if it was.
17 Q. Do you know if, for example, as I
18 see this, there is only one reference to Ackerman
19 McQueen in this list, and that is in 1D.
20 MR. MCKENNEY: I'm going to object
21 to you using the list on privilege grounds.
22 BY MR. DICKIESON:

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1 Q. Do you know if any actions were
2 taken with respect to Ackerman McQueen as a
3 result of this list?
4 MR. COX: Objection regarding
5 privilege.
6 THE WITNESS: They object.
7 BY MR. DICKIESON:
8 Q. You are not going to answer?
9 MR. BERKE: He has been instructed
10 not to answer.
11 BY MR. DICKIESON:
12 Q. You testified that you produced your
13 documents to the NRA and you assumed it was their
14 obligation; they were going to produce the
15 privilege log; is that right?
16 A. That would be my hope. They have, I
17 mean, they will have a massive number of e-mails
18 of which your search terms will pick up half of
19 them, so ...
20 Q. Have you seen a privilege log
21 prepared by the NRA on your documents?
22 A. For you guys, no. I mean, no. I

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1 don't think they have been asked to do that.
2 Q. You weren't asked to review any
3 privilege log, though; is that correct?
4 A. There isn't one.
5 MR. BERKE: Just to be clear on
6 where we are. Just so you know, I think we
7 only agreed, or I only received notice that
8 the search terms had been agreed to some time
9 late last week.
10 So, at that point, we hadn't done
11 anything other than line up a vendor prior to
12 that because there was literally nothing to
13 do.
14 So, right now we are in the process
15 of now using those search terms, applying
16 them to Mr. Hart's two accounts, at which
17 time we will get the documents, we will, my
18 firm will review them for responsiveness. We
19 will then send them to counsel, for the NRA
20 that is, and they will review them for
21 privilege.
22 MR. DICKIESON: Thank you. But, I

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1 think you misunderstood my question.
2 BY MR. DICKIESON:
3 Q. My question related to the initial
4 production to the NRA.
5 A. Uh-huh.
6 Q. That is going to have a number of
7 privileged documents in it; is that correct?
8 A. Absolutely, yeah.
9 Q. And have you reviewed a privilege
10 log relating from that production of documents?
11 A. I don't know why there would be one,
12 because I mean you are, I mean this is the first
13 time I have been asked for my documents from
14 anybody outside the NRA.
15 So, I mean I'm sure they can, I
16 mean, they are thinking about it now, but there
17 is certainly stuff in my documents to them that
18 are not privileged.
19 But, it is not my call. So ...
20 Q. My question is that, to your
21 knowledge there has been no privilege log
22 prepared for your turnover to NRA which was done

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1 last summer; is that right?
2 A. Yeah. They wouldn't have told me if
3 they have done it.
4 Q. Okay.
5 THE WITNESS: I guess it is
6 possible. Wouldn't they have told you?
7 MR. BERKE: No.
8 BY MR. DICKIESON:
9 Q. Are you aware that while you were
10 there that the Brewer Law Firm gained multiple,
11 as many as 12 or 13 retainer agreements with the
12 NRA?
13 A. The Brewer activities were the
14 subject of the Audit Committee requests and all
15 of these things.
16 So, 13 sounds like a big number,
17 but ...
18 Q. Do you know who reviews the Brewer
19 invoices they submit to the NRA?
20 A. Depending on their size, they would,
21 of the -- of an amendment or a new agreement,
22 they would have to be approved by, you know, the

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1 elected non-salaried officers and elected
2 salaried officers if they were big enough.
3 And if not, John would have insight
4 of his discretionary authority, since it is legal
5 fees.
6 Q. Do you know if they were billed
7 through the legal department or if they were
8 billed through the Wayne LaPierre's operational
9 budget?
10 A. I think they all go through Frazer.
11 But, if there are 13 of them, I don't know.
12 Q. Okay. Are you --
13 Were you made aware of the various
14 issues that the Brewer firm was working on for
15 the NRA?
16 MR. MCKENNEY: Objection.
17 Privilege. To the extent you can answer
18 without revealing any privileged
19 communications, you may.
20 THE WITNESS: Do you want to ask the
21 question again.
22 BY MR. DICKIESON:

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1 Q. Were you aware of all of the various
2 projects the Brewer firm was working on for the
3 NRA?
4 MR. MCKENNEY: Same objection.
5 THE WITNESS: I mean, sure. That
6 was the issue. Which of those had been
7 authorized and which hadn't. That was the
8 issue for the Audit Committee.
9 But, you are talking about something
10 much larger than when I was there. So I'm
11 not current.
12 BY MR. DICKIESON:
13 Q. In that Audit Committee, that was
14 only one contract that they were dealing with; is
15 that right?
16 A. There were different matters. And
17 the question is what was his original contract
18 and what had it been expanded to, because the
19 numbers were, were he was initially assigned to
20 the Russia investigation.
21 And it should have been submitted
22 and ultimately was approved, I believe, by the

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1 Audit Committee.
2 But -- so, it was probably approved
3 at a later date.
4 Q. You testified earlier about, I guess
5 we can say Bill Brewer's animus against the
6 McQueen family, Angus and Revan?
7 A. You know I --
8 MR. COX: Objection to form.
9 MR. MCKENNEY: Also, objection, I
10 mean we are covering the same ground. I
11 thought you guys said you weren't going to do
12 that when you have two people. I mean --
13 MR. DICKIESON: I'm going to move to
14 strike that. I don't think you have any
15 point, any place here to note objections.
16 MR. MCKENNEY: I oppose.
17 THE WITNESS: I mean, I was aware of
18 the animus towards Angus. I don't know that
19 he had animus towards Revan early, in the
20 beginning.
21 I imagine now there is a bit of a
22 problem, but I doubt they are spending

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1 Christmas together.
2 BY MR. DICKIESON:
3 Q. Did you have concerns that that
4 animus created a conflict of interest?
5 MR. COX: Objection to form. And I
6 think that calls for a legal conclusion.
7 THE WITNESS: I think I have already
8 answered this question.
9 I believe it is privileged because I
10 did speak to Frazer about this conflict. And
11 I think my discussion with him is entirely
12 privileged.
13 BY MR. DICKIESON:
14 Q. Were there any actions taken as a
15 result of any conflict of interest that Bill
16 Brewer may have with Angus McQueen?
17 MR. COX: I'm going to object to
18 form and also on the basis of privilege.
19 BY MR. DICKIESON:
20 Q. Did you have any discussions with
21 anyone outside the NRA about Bill Brewer's
22 conflict with Angus McQueen?

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1 MR. COX: I'm going to object to
2 form. I'm going to object to privilege to
3 the extent that it was with other NRA outside
4 counsel.
5 THE WITNESS: I would have only
6 discussed it with NRA outside counsel.
7 BY MR. DICKIESON:
8 Q. Did you have discussions with Tony
9 Makris about Bill Brewer's animus against McQueen
10 and the conflict it created?
11 A. I mean Tony and I are friends. We
12 have certainly laughed about Bill and Angus. I
13 mean dating way before Brewer was hired.
14 So, I mean that is, yes.
15 Conflict of interest. I mean, Tony
16 is not a lawyer, so, I have no purpose in talking
17 to him about that sort of stuff, really.
18 Q. Tony is president of Mercury Group,
19 though; is that right?
20 A. Right.
21 Q. Do you think he would be interested
22 in whether or not Bill Brewer has a conflict of

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1 interest in suing his firm and Ackerman McQueen?
2 MR. COX: Objection to form.
3 THE WITNESS: I mean sure he has an
4 interest. And I'm sure he has morbid
5 curiosity about it.
6 But his views would just be a
7 personal discussion, not ...
8 BY MR. DICKIESON:
9 Q. All right. So what did you tell
10 Tony Makris?
11 A. I mean, Tony, as I said, Tony and I
12 are well aware of the conflict and it is an
13 unfortunate development.
14 I mean it wasn't intended to be like
15 this, because he was brought in just for the
16 Lockton contractual matter.
17 And when he drifted over into the
18 Ackerman issue it was, you know, I viewed it as a
19 conflict, but ...
20 MR. MCKENNEY: Move to strike the
21 comment "I viewed it as a conflict" on
22 privilege grounds.

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1 MR. SCHERTLER: We are going to
2 oppose that.
3 THE WITNESS: I didn't state that I
4 shared that with anybody. Just for my own
5 self-defense here.
6 MR. SCHERTLER: We agree with you.
7 MR. MCKENNEY: Attorney work
8 product.
9 BY MR. DICKIESON:
10 Q. Did you tell Tony Makris that you
11 had asked John Frazer to remove Bill Brewer from
12 all contact from Ackerman McQueen?
13 MR. COX: Objection to form.
14 THE WITNESS: I had that
15 conversation with -- well, I don't think I
16 have answered any of that. That is certainly
17 attorney/client privilege.
18 I had that conversation with people,
19 that are privileged conversations, so ...
20 BY MR. DICKIESON:
21 Q. My question was did you tell Tony
22 Makris that you had asked Frazer to remove Bill

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1 Brewer from all contact from Ackerman McQueen?
2 A. I know I had conversations with Tony
3 about inserting Cooper to try to calm down the --
4 so, I think that is the same thing.
5 Q. Okay.
6 A. Because they are all about to
7 implode and kill each other.
8 Q. When was that?
9 A. I don't know. Sometime in that
10 October time frame when we were trying to calm
11 everything down.
12 I mean, the same thing would be true
13 if you asked me about, you know, Josh and Bill
14 negotiating the Ackerman contract.
15 I mean, it is the same sort of
16 thing. You are trying to calm everybody down.
17 Which was my assignment from Wayne, you know,
18 calm everybody down.
19 MR. DICKIESON: Two-minute break to
20 see if there is anything else.
21 (Whereupon, a brief recess took
22 place.)

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1 MR. DICKIESON: I just want to note
2 that I finished my initial questions. If
3 there is any rebuttal questions, I reserve
4 the right to come back.
5 I believe that it is Mr. Cox who was
6 representing the NRA in this deposition. I
7 am going to object to anything that any other
8 person who is trying to represent NRA in this
9 deposition has taken steps for.
10 MR. COX: Mr. McKenney is admitted
11 pro hac vice. The division of labor on this
12 deposition was I would handle objections; he
13 would handle any follow-up questions. But
14 note your objections.
15 MR. DICKIESON: We note that you
16 haven't held to that division of labor.
17 MR. MCKENNEY: Certain circumstances
18 where privilege issues were involved, it was
19 appropriate for me to intervene.
20 But, anything else?
21 MR. DICKIESON: No.
22 MR. MCKENNEY: So, I just wanted to

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1 briefly object.
2 Mr. Hart expressed some opinions
3 during his testimony earlier about Bill
4 Brewer and the strict legal strategy
5 implemented by the Brewer firm prior to his
6 termination.
7 Those opinions are privileged or
8 attorney work product.
9 To the extent that they were based
10 on the knowledge or information from the
11 board of the NRA, or, and/or others at the
12 NRA, including in-house counsel or outside
13 counsel.
14 And, we maintain these are
15 privileged and reserve the right to strike
16 them from the record.
17 MR. SCHERTLER: Objection noted. We
18 disagree, but it is preserved.
19 MR. DICKIESON: And I would move to
20 strike, since you just said the allocation of
21 effort was going to be, you were going to
22 make the objections and he was going to ask

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1 the questions, which is exactly the opposite.
2 MR. COX: It was just a preliminary.
3 But, Dave, if you want me to make the
4 objection on the record. I will do so.
5 MR. SCHERTLER: We don't need to do
6 that. Okay. Is that it?
7 MR. MCKENNEY: We will have some
8 questions. Give me five minutes.
9 (Recess taken -- 6:15 p.m.)
10 (After recess -- 6:19 p.m.)
11 EXAMINATION
12 BY MR. MCKENNEY:
13 Q. I am marking Plaintiff's Exhibit 1
14 and turning that to Mr. Hart.
15 (Plaintiff's Exhibit Number 1
16 marked for identification.)
17 MR. SCHERTLER: Do you have extra
18 copies.
19 MR. BERKE: We can share.
20 MR. SCHERTLER: Thanks. So, we've
21 all got a copy.
22 BY MR. MCKENNEY:

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1 Q. Except, could I get one back?
2 Do you recognize this document, sir?
3 A. It is a short summary, but, to be
4 honest, no, I don't know who wrote it. Or where
5 it appeared.
6 Q. So, you have no knowledge? Well you
7 don't know if, was this document sent to you?
8 A. I mean, maybe. I mean, I don't
9 actually recall it. But, possibly.
10 Q. But it concerns the North contract?
11 A. Yeah, but this is a very short
12 summary. It has almost nothing in it. And I
13 don't know what it was prepared for.
14 It looks like something that Frazer
15 might have prepared even for the Audit Committee,
16 but, I don't know.
17 MR. DICKIESON: We note for the
18 record there is no Bates stamp number and
19 this has not been turned over to us.
20 MR. SCHERTLER: And what the witness
21 is saying would mean that this would be
22 privileged and if you are going to waive

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1 privilege on this then I think you have to
2 agree to waive privilege on everything else.
3 THE WITNESS: I can't tell you this
4 was an Audit Committee document. I mean I
5 think it is, so, it would be privileged, if
6 they withdraw it.
7 MR. SCHERTLER: So, if they are
8 waiving privilege.
9 MR. BERKE: That is your opinion.
10 THE WITNESS: I don't know where
11 that document came from.
12 MR. SCHERTLER: And Jason, my point
13 would be, obviously, once you waive the
14 privilege, you waive it for everything.
15 MR. MCKENNEY: But, I don't think he
16 said anything related to privilege.
17 MR. SCHERTLER: Okay, but we've now
18 got this document. It is whatever the
19 document is.
20 MR. MCKENNEY: It is a summary of --
21 MR. SCHERTLER: Well wait, you are
22 not testifying are you?

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1 THE WITNESS: I don't know, I'm
2 waiting for, I don't know what this document
3 is, so ...
4 MR. SCHERTLER: To the extent you
5 are providing, you have been complaining that
6 you have provided us privileged documents
7 before that you are clawing back.
8 We don't know what this document
9 is -- he doesn't know what this document is.
10 But, if it is a privileged document,
11 I can assure you, I am going to take the
12 position in litigation that you have now
13 waived privilege for everything that goes in
14 front of the Audit Committee because that is
15 the way the rule works.
16 MR. MCKENNEY: Well, I'm not really
17 sure that is how the rule works.
18 THE WITNESS: I don't agree that
19 this went to the Audit Committee. I have no
20 idea.
21 MR. BERKE: You were just, right,
22 correct, you were speculating.

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1 MR. SCHERTLER: Okay.
2 BY MR. MCKENNEY:
3 Q. But, you have no reason to doubt its
4 accuracy, do you?
5 A. I think it is fairly accurate.
6 Though, I would note that the compensation number
7 was adjusted by Lieutenant Colonel North so that
8 first number is not correct. I don't think we
9 made it into year two, so ...
10 MR. BERKE: Do you recall ever
11 seeing this before.
12 THE WITNESS: Not that summary.
13 But, shoot.
14 MR. BERKE: This exact document, do
15 you recall seeing this before?
16 THE WITNESS: No, no. Maybe, maybe,
17 but, I don't recall it.
18 MR. MCKENNEY: Fair enough.
19 MR. SCHERTLER: I apologize, could I
20 just ask, there is no Bates stamp on this.
21 Could you tell us where this
22 document came from.

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1 MR. MCKENNEY: We can talk about
2 that later. Let me continue my examination.
3 BY MR. MCKENNEY:
4 Q. You had, Mr. Hart, you had positive
5 things to say about Bill Brewer and the Brewer
6 Law Firm as late as November 2018.
7 A. Yeah, that was what I hired him for
8 was the Lockton litigation.
9 (Plaintiff's Exhibit Number 2
10 marked for identification.)
11 BY MR. MCKENNEY:
12 Q. Let me mark Plaintiffs Exhibit 2.
13 A. Do you get these, too.
14 MR. SCHERTLER: Yes, they will be
15 part of the transcript record.
16 THE WITNESS: So, she gets the one
17 with the sticker.
18 MS. PINTO: Yes.
19 BY MR. MCKENNEY:
20 Q. Just let me know, sir, when you've
21 had a chance to finish reading it?
22 A. I see it.

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1 Q. Yeah. Couple of questions.
2 Do you recall this e-mail chain with
3 Mr. Makris?
4 A. November 30th, 2018, I mean, not
5 particularly, but ...
6 Q. You have no reason to doubt that you
7 received this, that this e-mail chain exists.
8 A. Exists, yeah. I have no reason to
9 deny it, no.
10 Q. All right.
11 A. I think you can see in there I am
12 trying in my own way to say, you know, everybody
13 is giving me great ideas for how to correct the
14 problem, but I say in here don't call or write me
15 unless you have a useful idea.
16 I'm tired of people calling me up
17 and whining.
18 Q. And you express your love for
19 Mr. Makris as well?
20 A. I think he says love you -- I do
21 love him. I mean, we have been friends for a
22 long time.

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1 Q. And what does it mean, "I just
2 wonder where Team McQueen is. Plan?"
3 What does the plan refer to?
4 A. Well, I, at that point in time we
5 are actually trying to have a public relations
6 strategy tied to the DFS, New York DFS
7 litigation, because we had a great argument
8 there.
9 And, to be honest, Ackerman wasn't
10 participating because they didn't want to work
11 with Brewer. And I found that very annoying.
12 Q. And so, the plan is, refers to the
13 DFS litigation?
14 A. Yeah, I mean we should have had a
15 coordinated, ILA litigation and public relations
16 plan. Typically, you know, Ackerman would have
17 helped develop the messaging and they, you know,
18 I -- they wouldn't.
19 Q. And then you note that "Criticizing
20 Josh, that is easy B.S."
21 A. Yeah, I mean Josh and I are, were
22 friends, you know, and Colleen, his wife.

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1 I mean, I don't know, everybody got
2 into blaming Josh for, you know, Brewer.
3 Q. And then you say, "I have supported
4 everything you wanted."
5 What did you mean by that?
6 A. I mean I was trying to make the case
7 that, you know, we need a public relations plan
8 and I, you know, I don't see why you guys can't
9 come forward and help, you know.
10 I am just standing out here by
11 myself.
12 Q. You being Ackerman McQueen?
13 A. No, you being me. Oh, you, you, I,
14 I'm talking about myself. I was feeling very
15 lonely.
16 Q. Okay. And you are looking for help
17 from Ackerman McQueen?
18 A. On the public relations side, yeah.
19 Q. Okay.
20 A. That is why I said, "I am still a
21 team. You left me. They left me."
22 Q. So the team is you and Ackerman

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1 McQueen?
2 A. The team is me and all of the people
3 who support the second amendment. And it,
4 apparently at this time did not include Ackerman.
5 They had left the field.
6 And I regret that. I mean it is
7 unfortunate.
8 I honestly thought, and this was,
9 you guys can, I guess you are not going to object
10 to me answering questions.
11 But, I mean I honestly thought we
12 had an opportunity to do something big here.
13 Because the New York had made a huge
14 mistake and their viewpoint -- we called it the
15 viewpoint discrimination case.
16 And there was an opportunity, you
17 know, to, we were, we were -- can you hear me?
18 The first amendment argument is so
19 much better than the second amendment with the
20 general public.
21 And Bill Brewer had done a good job
22 with getting the ACLU to unite with us.

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1 The board was very happy, I mean, we
2 had liberal publications talking about viewpoint
3 discrimination. They might hate our message, but
4 they recognized that we had the right to have it.
5 Q. As the shoe may be on the other
6 foot?
7 A. Right. And I mean really, I don't
8 know why. Ackerman should have jumped on this,
9 but ...
10 Q. And let me mark --
11 A. Are we done with that one?
12 Q. We are done with that.
13 MR. MCKENNEY: Plaintiffs Exhibit 3.
14 (Plaintiff's Exhibit Number 3
15 marked for identification.)
16 MR. SCHERTLER: Thank you.
17 THE WITNESS: Okay, so, yeah, this
18 is when they removed him as head of GO.
19 BY MR. MCKENNEY:
20 Q. And, Mr. Makris references that it
21 doesn't, it didn't take long to leak.
22 A. Yeah, I mean, I don't actually

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1 remember that timeline there.
2 I don't know where it leaked, the
3 trace.
4 So, I don't know who. I could
5 speculate that it was one of the whistleblowers
6 because they really hated Josh because of his
7 contract with his father and his wife.
8 MR. SCHERTLER: And I apologize but
9 for the record could you state who the
10 whistleblowers are, just --
11 THE WITNESS: I think they are
12 protected.
13 MR. MCKENNEY: Well, you know, this
14 is not your time to ask questions.
15 MR. SCHERTLER: I just wanted a
16 clarification of the answer.
17 THE WITNESS: I wouldn't know which
18 whistleblower leaked anyway.
19 But, there is, the coordinator of it
20 is well-known, Emily Cummins. She took all
21 of the whistleblower stuff and brought it in
22 packages.

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1 So, the sources of the individual
2 ones I wouldn't know. I just know they came
3 from Emily.
4 MR. SCHERTLER: These are NRA folks.
5 THE WITNESS: Yeah.
6 MR. MCKENNEY: I'm going to move to
7 strike the colloquy between Mr. Schertler and
8 the witness.
9 MR. SCHERTLER: Objection.
10 BY MR. MCKENNEY:
11 Q. Noted. And on the e-mail there is
12 bccs, Revan McQueen, Angus McQueen, Melanie
13 Montgomery, and Bill Powers, those are four
14 senior Ackerman executives. Is that fair?
15 A. I don't know that I consider Bill
16 Powers senior. But the other two are the owners
17 and Melanie is the CEO. Bill Powers is one of
18 the many people in the operations.
19 I don't know why he was copied to be
20 honest. He may have been a friend of Josh's, I
21 don't know.
22 Q. Do you know what Warner Loughlin --

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1 A. That is Tony's wife.
2 Q. Oh, okay. So, if you recall, well,
3 let me restate.
4 Do you have a general recollection
5 of when the first lawsuit was filed by the NRA
6 against Ackerman McQueen?
7 A. I mean April. I don't know, off
8 the -- was it as late as April?
9 Q. Do you have in your pile --
10 A. I have a lawsuit, yeah.
11 Q. Number 50?
12 MR. SCHERTLER: You can use mine.
13 BY MR. MCKENNEY:
14 Q. I think it says on the date stamp on
15 the front April 12th?
16 A. We have this document in our pile
17 over here already. I think.
18 What was the question?
19 Q. The date stamp on the front
20 indicates a filing of April 12, 2019.
21 A. Uh-huh.
22 MR. MCKENNEY: Et me mark Exhibit 4.

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1 (Plaintiff's Exhibit Number 4
2 marked for identification.)
3 THE WITNESS: Are you marking this
4 one?
5 MR. MCKENNEY: No. I was just using
6 that to refresh your recollection.
7 THE WITNESS: Oh.
8 MR. MCKENNEY: This document is
9 Bates Stamped NRA-AMC_00071520.
10 And I am handing a copy to the
11 witness.
12 THE WITNESS: Dycio. I didn't think
13 Dycio represented them. But I see I got
14 this.
15 MR. BERKE: Okay.
16 THE WITNESS: I mean, I would have
17 gotten something similar from the NRA.
18 BY MR. MCKENNEY:
19 Q. Do you remember receiving this
20 correspondence or --
21 A. No, I --
22 No, I actually don't, but I would

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1 have gotten a similar document, save notice from
2 the NRA.
3 Q. And it appears to be a preservation
4 notice from Dycio and Biggs?
5 A. I never provided them with anything.
6 I don't think they were allowed to represent the
7 NRA.
8 I think they were conflicted out.
9 Q. If you look at the first paragraph,
10 sir. This law firm represents Ackerman.
11 A. Well, Ackerman, I don't think they
12 represented Ackerman McQueen, either. They got
13 conflicted out.
14 Q. Okay.
15 A. Because Dycio had been Wayne's
16 personal attorneys on some matters.
17 So, kind of a conflict.
18 Q. That seems like it might constitute
19 one.
20 A. Anyway, I never had to reply to
21 Dycio, because he didn't last more than 30
22 seconds.

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1 And I think, I can't, I know I'm not
2 supposed to expound. But I think Dycio has also
3 represented Tony Makris, personally. But, I
4 don't know for sure. That would have predated
5 Dycio's work with the NRA, probably. So, I don't
6 know how that conflict works.
7 MR. MCKENNEY: Let me mark
8 Plaintiff's Exhibit 5.
9 Here you go, sir.
10 (Plaintiff's Exhibit Number 5
11 marked for identification.)
12 THE WITNESS: What day is this?
13 April 16th. So, I stand with, you know,
14 Dycio didn't last 30 seconds.
15 So, and Tony was trying to -- I know
16 Dycio. Dycio would pick up and call me if he
17 wanted to.
18 BY MR. MCKENNEY:
19 Q. Well, this, the first communication
20 here in the bottom from Tony to you says, "Want
21 you two to know how to reach each other?"
22 A. We know each other.

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1 Q. Do you, you know Dycio?
2 A. I know Dycio, yeah.
3 Q. So, why would Mr. Makris state that?
4 A. I guess he doesn't know we know each
5 other. I mean, Dycio comes in with the board
6 meetings. He has been counsel to Wayne and I
7 have worked with Dycio on personal matters
8 relating to Wayne, which I believe is privileged.
9 Q. And so --
10 THE WITNESS: Am I asserting the
11 privilege?
12 MR. SCHERTLER: If he asks you a
13 question, there is no privilege issue.
14 THE WITNESS: Okay.
15 MR. MCKENNEY: Well, I don't want
16 you to reveal.
17 MR. BERKE: Just to be clear there
18 is no Bates on here, correct.
19 MS. PINTO: No.
20 MR. MCKENNEY: Not on this one, no.
21 THE WITNESS: I, you know ...
22 MR. MCKENNEY: Let it be clear, when

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1 I ask questions, I don't intend for you to
2 provide responses that contain privileged
3 information.
4 MR. SCHERTLER: So, Jason, I
5 apologize.
6 Just for the record, I have to
7 object to that.
8 It is your privilege and if you ask
9 a question where a truthful full answer
10 provides privileged information then I think
11 you have to live with it.
12 I think you have to tailor your
13 question to make sure that you don't ask
14 privileged information.
15 The witness has an obligation to
16 tell the truth and the whole truth?
17 MR. MCKENNEY: Subject to the
18 privilege, though.
19 MR. SCHERTLER: No, you can open the
20 door, because it is your privilege.
21 THE WITNESS: He is telling you ...
22 MR. MCKENNEY: I know what he is

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1 telling you.
2 THE WITNESS: I don't want to talk
3 about Wayne's stuff with Dycio.
4 MR. SCHERTLER: I'm just stating for
5 the record that if you ask the question, I'm
6 going to insist that the witness answer it.
7 BY MR. MCKENNEY:
8 Q. My questions to be clear, I don't
9 want anything about --
10 A. I understand, we are getting close
11 here, so ...
12 Q. Okay. So, we have this Dycio
13 preservation notice from the 17th. They got
14 conflicted out eventually, right?
15 A. This came before I got that.
16 Q. Yeah, so, why would you be in
17 contact with the attorneys representing a party
18 adverse to your client?
19 A. I wasn't. I mean, and he wasn't
20 representing them. He got conflicted out.
21 So, I don't --
22 Q. At this point in time on April 16th?

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1 A. I'm not going to -- I know Dycio.
2 If he calls me, I will take his call. But I'm
3 not going to talk to him about anything.
4 I mean Dycio is not an idiot,
5 either. I don't think he would be dumb enough to
6 ask me anything.
7 Q. So you don't see anything
8 inappropriate with --
9 A. I didn't write this e-mail. And,
10 so ...
11 Q. Mr. Makris arranged for you two to
12 reach out to one another, correct?
13 A. Well, he was trying.
14 MR. SCHERTLER: Objection, I don't
15 think that is what the e-mail says.
16 THE WITNESS: But, it wasn't my
17 idea.
18 MR. BERKE: I'm at a loss on this
19 one, because I don't understand what the
20 implication is.
21 I mean I have people reach out all
22 of the time saying connecting up with lawyers

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1 who may be adverse as well.
2 So, is there an implication here of
3 impropriety? Even if he was connected up
4 with an attorney that was adverse to the
5 client?
6 MR. MCKENNEY: I think the issue is
7 it is an Ackerman McQueen person arranging
8 the connection.
9 THE WITNESS: I have talked to other
10 Ackerman McQueen people. Like Steve Ryan and
11 Jay Madrid.
12 I mean I didn't have any
13 conversation with Dycio of any merit, so ...
14 BY MR. MCKENNEY:
15 Q. So, during the litigation in April
16 of 2019, you spoke with Jay Madrid?
17 A. I don't, I mean, I would have to go
18 back and look. I don't know who I spoke to.
19 Whoever, I mean those
20 conversations --
21 Q. Gina Betts?
22 A. -- those conversations were all

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1 relayed to Frazer. So I talked to who he wanted
2 me to talk to.
3 I remember Steve Ryan more than the
4 others, but I'm not even sure I ever actually
5 talked to Jay Madrid. I mean, maybe, but I got
6 communications from him, lengthy ones.
7 MR. BERKE: Is there an issue with
8 Mr. Hart talking to opposing counsel?
9 BY MR. MCKENNEY:
10 Q. Through being arranged with the --
11 A. I shared no information with Dycio.
12 If you guys know Dycio, you would be cautious,
13 too, so ...
14 MR. BERKE: We will leave it at
15 that.
16 BY MR. MCKENNEY:
17 Q. Earlier we looked at letters from
18 Bill Winkler dated late April?
19 A. 22nd, I think.
20 Q. Yeah. When is the first time that
21 you had knowledge or belief that Ackerman McQueen
22 would take action against Wayne LaPierre?

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1 A. Did they? They were sued by NRA and
2 replied to that lawsuit.
3 Q. I will rephrase. When was the first
4 time you acknowledge a belief that Ackerman
5 McQueen would be sending something similar or the
6 same as the Winkler letters?
7 A. When I --
8 MR. SCHERTLER: I apologize. I have
9 to object. It seems to assume a fact that
10 I'm not sure has been established.
11 Did he, I think you said did he
12 know, and if he knew, when.
13 THE WITNESS: I, I mean I -- this
14 question doesn't bother me.
15 I mean, I wouldn't have assumed they
16 were going to send anything.
17 When I received them I realized they
18 were trying to send us a message that we
19 needed to, you know, negotiate some settlement
20 here. This thing was going to get out of
21 control.
22 BY MR. MCKENNEY:

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1 Q. So, is it fair to say you had no
2 knowledge about Ackerman McQueen actions
3 vis-à-vis the NRA before you saw the Winkler
4 letters?
5 A. I, I mean had they filed the
6 response by then to the lawsuit? I don't know.
7 I mean, I would have had general knowledge if
8 they had countersued, but, I don't know when that
9 occurred.
10 Q. Right. But I'm asking more
11 specifically.
12 Did you have knowledge or belief
13 that something along the lines of the Winkler
14 letters would --
15 A. The Winkler letter was a complete
16 surprise to me.
17 Q. So, you had no knowledge of
18 anything?
19 A. And you also have to keep in mind
20 that the Winkler letter doesn't actually have the
21 details in it about the flights or the Zegna, you
22 know. So, I couldn't even know what that was

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1 specifically.
2 I just took this as a warning shot.
3 Q. Okay. And you had no knowledge
4 about the possibility that there would be Winkler
5 letters sent until you saw them?
6 A. No. I had no, I mean how would I
7 know that?
8 Q. Now, the Winkler letters, I believe,
9 there were four or five of them?
10 A. The document says there were nine
11 attachments. And I don't know what that meant.
12 MR. SCHERTLER: The Winkler letters
13 today, there were four and they were exhibits
14 52A through 52D.
15 MR. MCKENNEY: Thank you.
16 BY MR. MCKENNEY:
17 Q. Can you pull out a copy of one of
18 the Winkler letters, which would be Exhibit 52?
19 MR. BERKE: Sure.
20 BY MR. MCKENNEY:
21 Q. And I guess we might as well look at
22 all of them, because --

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1 MR. BERKE: We've got them.
2 THE WITNESS: I guess I'm copied on
3 all four.
4 BY MR. MCKENNEY:
5 Q. That's right. And do you know why
6 John Frazer, the general counsel, was not copied
7 on these letters?
8 A. Well they copied Craig Spray in this
9 matter of, I think Craig Spray would have, this
10 is a request for financial information.
11 And so Craig Spray is actually,
12 theoretically, the person who has the information.
13 Q. But the cc: is to you?
14 A. Yeah, they know I am board counsel.
15 I would have copied Frazer if I was
16 writing this, but you would have to ask them why
17 they didn't.
18 Q. Is it reasonable to believe that
19 Mr. Winkler thought that you would distribute the
20 letters and materials to certain members of the
21 board?
22 A. I think it is certainly unreasonable.

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1 MR. SCHERTLER: And objection to
2 what somebody else believed.
3 MR. BERKE: Right. It is strictly
4 speculation.
5 MR. MCKENNEY: I disagree, but what
6 was the answer to your question, sir.
7 THE WITNESS: That is unreasonable.
8 I only provided it under my fiduciary
9 obligations under a very limited fashion.
10 BY MR. MCKENNEY:
11 Q. And who did you share the materials
12 with?
13 A. The people that were copied on the
14 e-mail that was shown to me. And there are, I
15 believe, seven of them. The four NRA committee
16 chairman, and the three elected non-compensated
17 officers.
18 BY MR. MCKENNEY:
19 Q. So, is -- Oliver North would be one
20 of them?
21 A. Yeah, he is the president.
22 Q. Right. And Richard Childress?

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1 A. First vice president.
2 Q. Carolyn Meadows?
3 A. Second vice president, and previous
4 president.
5 Q. Charles Cotton?
6 A. Audit chair.
7 Q. Allan Coors.
8 A. SCO chair if you remember what that
9 was.
10 Q. I do. Jim Porter?
11 A. Legal chair.
12 Q. Peter Browhall?
13 A. Brownell.
14 Q. Sorry.
15 A. He is finance chair.
16 Q. Okay. And anyone else?
17 A. That is it. I tried to limit it as
18 much as I could to people that I thought were
19 trustworthy.
20 MR. SCHERTLER: I would ask that you
21 now withdraw any objection you have to that
22 e-mail being privileged.

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1 You have now elicited information
2 about that e-mail from your own, from your
3 witness and that is a clear waiver of
4 privilege as to that document.
5 So, I think you have taken a
6 position before that it is privileged.
7 You have now clearly waived that on
8 the record.
9 MR. COX: I don't agree, just asked
10 who the e-mail was directed to, not the
11 contents of the e-mail.
12 MR. SCHERTLER: I think once you
13 asked who it was directed to, you are talking
14 about who were you giving advice to.
15 And so I'm just --
16 MR. COX: That is not the position,
17 Dave. We have taken the deposition.
18 We have allowed you to ask questions
19 regarding individuals. It is not a waiver.
20 I disagree.
21 So, I don't want to get caught into
22 that.

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1 MR. SCHERTLER: But, my only
2 difference is, we have preserved your right
3 to assert privilege.
4 Once you ask questions that talk
5 about the document, I think you waive it.
6 MR. MCKENNEY: Not in the context
7 that I asked it. I understand that you
8 disagree.
9 MR. COX: Let the record reflect the
10 exhibit was not in front of him when the
11 question was asked.
12 THE WITNESS: Let the record show
13 what?
14 MR. COX: The exhibit that we claim
15 privilege to is not in front of you.
16 MR. BERKE: It is right here. Right
17 in front of him.
18 MR. COX: No, it is not. Jason
19 asked him about 52A through D.
20 MR. BERKE: Those are both in front
21 of him.
22 THE WITNESS: There was a cover memo

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1 on these four things and they haven't put
2 that in front of me.
3 MR. BERKE: This is the exhibit he
4 was just asking about.
5 THE WITNESS: Oh, yeah, you were
6 asking about that one, okay. But ...
7 MR. MCKENNEY: I was asking about
8 the identities of the individuals.
9 THE WITNESS: Okay, got it.
10 BY MR. MCKENNEY:
11 Q. Were you at the contract
12 negotiations between Wayne LaPierre and Oliver
13 North?
14 A. Yeah, yes. I said that.
15 Q. And which portions?
16 A. Well, it, the portion where we put
17 out the printed term sheet and agreed on a
18 strategy for inserting Carolyn temporarily as
19 president when Brownell quit at the board
20 meeting.
21 Remember, the annual meeting occurs
22 on a Saturday. And then, all of the annual

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1 people leave. Sunday is a day of rest. And,
2 then, on Monday we actually have a board meeting.
3 So, between Thursday and Monday, we
4 had to have a strategy for, you know, Carolyn
5 ascending temporarily.
6 And really, due to the indemnity
7 question which I have discussed.
8 Q. And, did the Morgan Lewis firm do a
9 review of the Brewer firm invoices?
10 A. Morgan Lewis?
11 Q. Yes.
12 A. I don't believe so.
13 Q. Well, let me add, was there a law
14 firm that did a review of the Brewer firm
15 invoices?
16 A. Wayne declined to allow that to
17 happen.
18 What you are asking about Morgan
19 Lewis, I can tell you what the Morgan Lewis role
20 was if you would like.
21 They were asked about the --
22 MR. COX: Nope.

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1 THE WITNESS: Oh, okay.
2 MR. MCKENNEY: Why don't we go off
3 the record and we will huddle up and see if
4 we want to ask any more questions.
5 MR. SCHERTLER: Sure.
6 (Recess taken -- 6:53 p.m.)
7 (After recess -- 6:55 p.m.)
8 MR. MCKENNEY: We can go back on the
9 record.
10 Thank you Mr. Hart. I pass the
11 witness.
12 THE WITNESS: I'm done. Surely not.
13 MR. MCKENNEY: It depends.
14 MR. SCHERTLER: I have no questions.
15 MR. DICKIESON: Let me ask one
16 question. You were about to say what Morgan
17 Lewis' role was.
18 THE WITNESS: They instructed me not
19 to answer.
20 MR. DICKIESON: Are you instructing
21 him not to answer it.
22 MR. MCKENNEY: Yes, on privilege

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1 grounds.
2 THE WITNESS: It is definitely
3 privileged.
4 MR. DICKIESON: I don't have any
5 further questions.
6 MR. SCHERTLER: No further
7 questions. Sorry for the long day.
8 (Whereupon, signature not having been
9 waived, the deposition concluded at 6:55 p.m.)
10 * * *
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1 CERTIFICATE OF COURT REPORTER
2 UNITED STATES OF AMERICA)
3 DISTRICT OF COLUMBIA)
4 I, LORI J. GOODIN, RPR, CLR, CRR, the
5 reporter before whom the foregoing deposition was
6 taken, do hereby certify that the witness whose
7 testimony appears in the foregoing deposition was
8 sworn by me; that the testimony of said witness
9 was taken by me in machine shorthand and
10 thereafter transcribed by computer-aided
11 transcription; that said deposition is a true
12 record of the testimony given by said witness;
13 that I am neither counsel for, related to, nor
14 employed by any of the parties to the action in
15 which this deposition was taken; and, further,
16 that I am not a relative or employee of any
17 attorney or counsel employed by the parties
18 hereto, or financially or otherwise interested in
19 the outcome of *Lori J. Goodin*
20 LORI J. GOODIN, RPR, CLR, CRR, RSA
21 Notary Public in and for the
22 District of Columbia
My Commission expires: May 14, 2021

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1 DEPOSITION ERRATA SHEET
2 Our Assignment No. 2020-81850
3 Case Caption: National Rifle Association of
4 America vs. Ackerman McQueen, Inc., et al.
5
6 DECLARATION UNDER PENALTY OF PERJURY
7
8 I declare under penalty of perjury
9 that I have read the entire transcript of
10 my Deposition taken in the captioned matter
11 or the same has been read to me, and
12 the same is true and accurate, save and
13 except for changes and/or corrections, if
14 any, as indicated by me on the DEPOSITION
15 ERRATA SHEET hereof, with the understanding
16 that I offer these changes as if still under
17 oath.
18 Signed on the ____ day of
19 _____, 20__.
20
21 _____
22 J. STEVEN HART, ESQ.

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1 DEPOSITION ERRATA SHEET
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19 Reason for Change: _____
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21 SIGNATURE: _____ DATE: _____
22 J. STEVEN HART, ESQ.

1 DEPOSITION ERRATA SHEET
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22 J. STEVEN HART, ESQ.